

**MI'KMAQ - NOVA SCOTIA - CANADA
TRIPARTITE FORUM
TERMS OF REFERENCE**

1.0 WHEREAS the Mi'kmaq of Nova Scotia, Nova Scotia and Canada have entered into a Memorandum of Understanding (MOU); and WHEREAS the above stated Parties agreed to affirm a Terms of Reference as referred to in Clause 1.0 of that MOU.

THEREFORE be it agreed that the following are the Terms of Reference for the Mi'kmaq- Nova Scotia - Canada Tripartite Forum, as it shall be known.

2.0 DEFINITIONS

2.1 For the purpose of the Tripartite Forum, "Mi'kmaq" is inclusive of all members who are represented by the Thirteen Saqmaq of Nova Scotia, as documented within their respective Band lists.

2.2 "Forum" or "Tripartite Forum" means the Mi'kmaq - Nova Scotia – Canada Tripartite Forum.

2.3 "Parties" means the signatory Parties to the MOU, namely the Mi'kmaq of Nova Scotia, the Province of Nova Scotia and Canada.

3.0 OBJECTIVES

3.1 The purpose of the Tripartite Forum will be to discuss, investigate, negotiate and implement solutions to substantive issues of mutual concern and jurisdictional conflict between the Parties, which will include, but not be limited to, the inherent right of self-government.

4.0 STRUCTURE

4.1 The organizational structure of the Tripartite Forum shall be as follows:

- (i) The Executive Committee;
- (ii) The Officials Committee; and
- (iii) The Working Committees.

5.0 EXECUTIVE COMMITTEE

5.1 The Executive Committee consists of the following representatives:

- (a) The Mi'kmaq of Nova Scotia represented by Kji Saqmaq of the Mi'kmaq Grand Council and the thirteen Mi'kmaw Saqmaq of Nova Scotia;
- (b) Canada represented by the Minister of Indian Affairs and Northern Development, or by any other duly authorized Cabinet Minister; and
- (c) Nova Scotia represented by the Member of the Executive Council (Cabinet)

- responsible for Aboriginal Affairs, or by any other duly authorized Cabinet Minister.
- 5.2** The Executive Committee shall mandate the agenda, issues, parameters and direction of the Tripartite Forum.
- 5.3** The Executive Committee shall have the final decision making authority for the Tripartite Forum, and must approve all decisions arrived at by any other committee within the Forum.
- 5.4** The Executive Committee has sole and exclusive authority to amend the MOU or the Terms of Reference.
- 5.5** The Executive Committee shall make all decisions based upon the consensus of the Parties.
- 5.6** The Executive Committee shall address all issues referred to it by the Officials Committee.
- 5.7** The Executive Committee shall meet no less than once per calendar year.
- 6.0** OFFICIALS COMMITTEE
- 6.1** The Officials Committee shall consist of representatives from Mi'kmaq organizations as designated by the Mi'kmaq of Nova Scotia. The following organizations are eligible to become permanent members of the Officials Committee upon indicating to the Executive Committee their willingness to become so involved:
- (a) The Union of Nova Scotia Indians;
 - (b) The Confederacy of Mainland Micmacs; and
 - (c) The Native Women's Association of Nova Scotia.
- 6.2** The list of organizations in Clause 6.1 is not exclusive nor exhaustive. The Executive Committee has the authority to authorize participation at the Officials Committee, and has sole discretion to amend the list contained in Clause 6.1.
- 6.3** The Officials Committee shall also consist of senior officials designated by Nova Scotia and Canada from the relevant departments responsible for the issues of mutual concern being discussed, investigated or negotiated.
- 6.4** The Officials Committee shall coordinate, direct and assign activities based upon decisions made by the Executive Committee regarding agenda, issues, parameters and direction for the Tripartite Forum by setting out specific work plans, time frame, manner of discussion, investigation or negotiation and resourcing on all issues mandated by the Executive Committee.

- 6.5** The Officials Committee shall re view the work from all the established Working Committees, and make recommendations based on these reports to the Executive Committee either for ratification, resolution or clarification.
- 6.6** The Officials Committee shall make all decisions based upon majority assent, so long as the majority conforms with the following:
- (a) either Canada or Nova Scotia votes yes; and
 - (b) a majority of the participating organizations identified in Clause 6.1 vote yes.
- 6.7** All representatives to the Officials Committee voting against decisions made by the Officials Committee may prepare and present a dissenting argument to the Executive Committee by tabling said dissenting opinion within thirty (30) days with the Chair identified in Clause 8.1.
- 6.8** The Officials Committee shall meet no less than twice per calendar year.
- 7.0** WORKING COMMITTEES
- 7.1** A Working Committee may be established by the Officials Committee based upon a specific issue identified at the Executive Committee for discussion, investigation or negotiation.
- 7.2** A Working Committee shall be composed of anyone identified by a Party to the Executive Committee or the Officials Committee as having particular expertise regarding the issue involved.
- 7.3** A Working Committee shall provide the Officials Committee with practical reports and recommendations to fulfill the directions given by the Officials Committee, within the mandate adopted by the Executive Committee.
- 7.4** A Working Committee shall prepare an annual work plan and prepare semi-annual and annual reports, both to be ratified by the Officials Committee.
- 7.5** A Working Committee shall follow the voting and dissent procedure outlined in Clauses 6.7.
- 7.6** The Chair of the Working Committee shall adopt procedures to ensure compliance with these Terms of Reference.
- 7.7** A Working Committee on Finance and Administration shall always be a functioning Working Committee pursuant to these Terms of Reference.
- 8.0** CHAIR

- 8.1** An independent Chair shall be appointed by the Executive Committee to host and provide organizational requirements pursuant to these Terms of Reference to the Executive Committee and the Officials Committee. The Chair shall be responsible for the taking and distribution of minutes from these Committees. Upon receipt of a dissent as outlined in Clauses 6.7 and 7.5 the Chair shall forthwith provide the Parties to the Executive Committee, and the Chair of the Committee from which the dissent has been tabled, with copies of the same and an indication of the date of receipt of the dissent.
- 8.2** Each Working Committee shall have a Chair, recommended from the Officials Committee and approved by the Executive Committee, who is responsible for the operation of the Working Committee, and who shall report to the Officials Committee and, if so instructed, report to the Executive Committee.
- 9.0** FINANCES
- 9.1** The Parties agree to pursue the establishment of a multi-year funding arrangement for the Mi'kmaq -Nova Scotia - Canada Tripartite Forum.
- 9.2** In the interim, Canada and Nova Scotia shall share the operating costs of the Tripartite Forum as set out herein. The financial details and requirements of the Tripartite Forum must be approved and may only be amended by the Executive Committee.
- 9.3** Nova Scotia and Canada shall provide:
- (a) Funding to allow participation of the Mi'kmaq of Nova Scotia on the Executive Committee to:
 - (i) The Union of Nova Scotia Indians; and
 - (ii) The Confederacy of Mainland Micmacs.
 - (b) Funding to allow participation of the Mi'kmaq of Nova Scotia on the Officials Committee and the Working Committee to the organizations participating pursuant to Clause 6.1.
 - (c) Financial resources to support this element will be provided by Nova Scotia and Canada on a 50/50 basis, and shall include provision for the independent Chair as outlined in Clause 8.1.
- 9.4** Canada's share of the costs of the Tripartite Forum, including costs arising from Clause 9.6 herein, shall be subject to annual appropriations by Parliament and approval of the Federal Treasury Board, and that of Nova Scotia shall be subject to annual appropriations by the Legislature.
- 9.5** Funding may be provided for research and demonstration projects designed to assess the provisions of additional programs and services or to modify existing policies or procedures concerning the Mi'kmaq Community in Nova Scotia. Unless otherwise specified, financial resources to support this element shall be provided by Nova Scotia and Canada on a 50/50 cost-sharing basis.

- 9.6** Programs or services resulting from tripartite negotiations or initiatives shall be funded by the appropriate agencies pursuant to whatever agreements the Parties may agree to.
- 9.7** Existing terms and conditions of funding shall apply with regard to accountability and become part of the arrangement with the Party or Parties to which funds are disbursed.
- 9.8** Specific arrangements with organizations, agencies and individuals for project research funding shall also contain terms and conditions for funding accountability.
- 9.9** The fiscal year of the Mi'kmaq - Nova Scotia - Canada Tripartite Forum shall be from the period beginning April 1st of the current year to March 31st of the following year.
- 9.10** Financial Arrangements within these Terms of Reference do not prejudice alternative financial arrangements which may result from initiatives mandated by the Tripartite Forum.