



CANADIAN RESIDENTIAL SCHOOLS AGREEMENT IN PRINCIPLE

Framework Agreement

Signed by The Honourable Frank Iacobucci, the Assembly of First Nations and Canadian Churches
20 November 2005

Whereas Canada and certain religious entities operated Indian Residential Schools for the education of aboriginal children and certain harms and abuses were committed against those children;

And whereas the parties desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools;

And whereas the parties further desire the promotion of healing and reconciliation;

And whereas the parties agree that this Agreement in Principle should form the basis of a comprehensive settlement package that the Honourable Frank Iacobucci will recommend to Canada;

And whereas the parties agree that the comprehensive settlement will not be effective anywhere until approved by every court as set out herein;

And whereas the Federal Representative has recommended that an advance payment on the Common Experience Payment will be made to certain elderly former students;

Therefore, in consideration of the mutual covenants set out herein, the parties have entered into this Agreement in Principle.

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II. Compensation to Eligible CEP Recipients

1. Canada will make a Common Experience Payment to every Eligible CEP Recipient who was alive on May 30, 2005.

2. The amount of the Common Experience Payment will be:

- (a) \$10,000 to every Eligible CEP Recipient who attended an Indian Residential School for one school year or part thereof.
- (b) \$3,000 for each school year (or part thereof) thereafter that an Eligible CEP Recipient attended a residential school.
- (c) An Eligible CEP Recipient who accepts the Common Experience Payment will be deemed pursuant to the court orders contemplated by this Agreement in Principle to have released Canada and the Church Organizations for all claims arising out of his or her residential School experience or attendance but will retain the right to pursue a claim in accordance with the terms and conditions of the Individual Assessment Process set forth below.

III. Settlement Agreement Provisions for the Independent Assessment Process

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4. No limitations defence will be advanced in any continuing claim diverted by the Chief Adjudicator to the courts. Canada will rely on Crown immunity in such claims where applicable.
5. It is agreed that Canada will provide sufficient resources to permit, after a 6 month lead-in period, the resolution of no fewer than 2500 continuing claims per year, and to maintain the current standard of offering an IAP hearing, or to resolve an IAP claim, within nine months of an application having been screened in, provided the delay is not the responsibility of the

claimant. Where these goals are not achieved the NAC may request that the government provide additional resources for claims processing, or may apply to the court for an order making changes to the IAP process sufficient to permit the realization of these goals.

IV. Truth and Reconciliation

A Truth and Reconciliation process will be established substantially in the form attached hereto as Schedule 'E'.

V. Commemoration

1. Canada will provide funding for commemoration initiatives, events, projects and memorials with respect to Indian Residential Schools at both the national and community level.
2. Such funding will be approximately \$20 million covering both national commemorative and community-based activities and projects including funding already authorized.

VI. Healing

1. Canada will provide one hundred and twenty-five million dollars (\$125,000,000) as an endowment to the Aboriginal Healing Foundation to fund healing programmes over a five year period to address the legacy of harms including the physical and sexual abuse suffered in Indian Residential Schools.
2. In the fourth year after the court orders approving the settlement package, Canada agrees to have an evaluation of the healing initiatives and programmes undertaken by the Aboriginal Healing Foundation to determine the efficacy of such initiatives and programmes and to recommend whether and to what extent funding should continue.

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VII. Church Provisions

The churches¹ and church entities agrees that, as parties to the Settlement Agreement, they will:

1. Provide, at their own expense, assistance with witnesses and access to documents for the resolution of continuing claims on terms substantially similar to the following:
 - comply with all reasonable requests from Canada for information and assistance during the proceedings;
 - provide counsel for Canada and any researchers or experts retained by it, with full access to all relevant files and databases, excepting documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted. Any information obtained from records pursuant to this section will be used exclusively for the defence of the continuing claims or claims for which the information was sought unless otherwise agreed in writing; and
 - in litigation, provide disclosure and production of relevant documents in their possession or control, provide witness statements on request, attend as appropriate at the discovery of their witnesses, and otherwise facilitate the testimony of witnesses within their employ.

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The full text to the Agreement in Principle is available online at <http://www.irsr-rqpi.gc.ca/english/news_23_11_05.html>.

Endnotes

1 It is understood that General Synod of the Anglican Church of Canada agrees to be bound by these provisions and to recommend them to all Dioceses and the Missionary Society.