

## SETTLEMENT AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 10<sup>th</sup> DAY OF MAY, 2004

Between

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
AS REPRESENTED BY  
THE MINISTER RESPONSIBLE FOR  
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA**  
(hereinafter referred to as the "Government")

and

**THE JESUIT FATHERS OF UPPER CANADA,  
THE ROMAN CATHOLIC EPISCOPAL CORPORATION FOR THE DIOCESE  
OF SAULT STE. MARIE IN ONTARIO. CANADA, AND  
THE DAUGHTERS OF MARY**  
(hereinafter referred to as the Religious Parties)

WHEREAS the Government and certain of the Religious Parties participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS a number of former residential school students have alleged abuse and other wrongs against the Government and the Religious Parties;

AND WHEREAS the Government and the Religious Parties recognize that court proceedings can be adversarial, lengthy and costly and often not the best way to resolve abuse claims;

AND WHEREAS former students who were abused at residential schools should be paid Compensation for injuries resulting from Validated Claims;

AND WHEREAS the Government and the Religious Parties agree to establish a framework to apportion and pay Compensation owing for Validated Claims;

AND WHEREAS the Government and the Religious Parties have been and remain committed to working jointly with Claimants to employ fair, safe, effective and

timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of named abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Religious Parties in Canadian society and through this Agreement supports their ongoing viability;

THIS MEMORANDUM WITNESSETH:

### **PART I: DEFINITIONS**

1.1 The following definitions apply throughout this Agreement, and, unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

1.1.1 “Agreement”, “hereto”, “herein”, and similar expressions refer to this Agreement and any amendments thereto, and include all schedules attached to this Agreement.

1.1.2 “Claimant” means a former student of an IRS or other person who has made an IRS Abuse Claim.

1.1.3 “Compensation” means damages, Costs and interest as awarded or agreed upon in an IRS Abuse Claim.

1.1.4 “Costs” means assessed costs, agreed upon costs or DRM costs to be paid to a Claimant for an IRS Abuse Claim.

1.1.5 “DRM” [Dispute Resolution Model] means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

1.1.6 “Government” means the Government of Canada.

1.1.7 “IRS” [Indian Residential School] means the boys’ and girls’ schools at Spanish, Ontario known as the Garnier Residential School, the Peter Claver Indian Residential School, the St Joseph’s Residential School, the St Joseph’s School, or the Wikwemikong Industrial School (Spanish River Industrial School), and Indian Residential School has the same meaning.

1.1.8 “IRS Abuse Claim” means a claim for Compensation for the mistreatment or neglect of a child arising from or connected to the operation of an Indian

Residential School, other than a claim arising from loss or diminution of aboriginal language or culture, that is founded on:

1.1.8.1 one or more intentional torts such as physical or sexual assault, forcible confinement or the intentional infliction of mental suffering where the Government or the Religious Parties has or accepts vicarious liability;

1.1.8.2 negligence or breach of fiduciary duty where the Government or the Religious Parties has or accepts any part of the legal responsibility;

1.1.8.3 any other head of liability recognized by the courts as of the date this Agreement comes into force, where the Government or the Religious Parties has or accepts any part of the legal responsibility.

1.1.9 “Religious Parties” means The Jesuit Fathers of Upper Canada, The Roman Catholic Episcopal Corporation for the Diocese of Sault Ste. Marie, in Ontario, Canada, and The Daughters of Mary.

1.1.10 “Resolution Process” means a method other than a DRM used to resolve IRS Abuse Claims outside the litigation process.

1.1.11 “Settlement Fund” means the fund established by the Religious Parties pursuant to this Agreement to pay Compensation for Validated Claims, and “Fund” has the same meaning.

1.1.12 “The Daughters of Mary” means members of an unincorporated association known as Les Filles de Marie or the Daughters of Mary, La Societe des Filles du Coeur de Marie (a Quebec statute corporation and its precursor in part La Protection de la Jeunesse Feminine), the St Joseph Residential School (an Ontario not-for-profit corporation now dissolved which owned and operated the St Joseph Residential School), together with the Mothers Superior, their directors and officers, both present and past, acting in their capacity as such, but does not include employees, members or agents of The Daughters of Mary except in the capacity they have in common with all members.

1.1.13 “The Jesuit Fathers of Upper Canada” means the federal corporation known as The Jesuit Fathers of Upper Canada, incorporated without share capital on May 29, 1925, and The Jesuit Fathers of Upper Canada Holding Corporation provincially incorporated on February 18, 1932, together with the Provincials and Superiors, both present and past, acting in their capacity as such, but does not include employees, members or agents of The Jesuit Fathers of Upper Canada except in the capacity they have in common with all members.

1.1.14 “The Roman Catholic Episcopal Corporation for the Diocese of Sault Ste. Marie, in Ontario, Canada,” means the provincial corporation incorporated by an act of the Legislature on May 25, 1905, together with the Bishops, both present

and past, acting in their capacity as such, but does not include employees, members or agents of The Diocese except in the capacity they have in common with all members.

1.1.15 “Validated Claim” means an IRS Abuse Claim that has been found to be proven:

by a final decision of a DRM, other Resolution Process or a court; or

as a result of an assessment conducted by Government or Religious Parties counsel in accordance with this Agreement, including the principles set out in Section 2.9.

and “Validation” means any of the above methods used to decide if an IRS Abuse Claim is a Validated Claim.

## **PART II: DEFENCE AND RESOLUTION OF IRS ABUSE CLAIMS**

2.1 This Agreement applies only to IRS Abuse Claims. As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the purposes of this Agreement notwithstanding the fact that claims of cultural loss or other claims falling outside the definition are also being made.

2.2 It is the Government’s intention to defend and resolve all IRS Abuse Claims in which it is a named party. For claims based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to the Religious Parties not later than 120 days before the start of such trial, and the Religious Parties will defend the claim or otherwise settle it in accordance with Section 2.9.

2.3 The Religious Parties will cooperate in the defence and resolution of all IRS Abuse Claims against them, whether advanced at trial, in a Resolution Process, in settlement proceedings, or in a DRM, and may elect to participate at their own expense in the defence of any claim, or certain aspects of it.

2.4 The Government agrees to co-operate with the Religious Parties to minimize the circumstances in which the Claimant pursues independent causes of action or theories of liability against the Religious Parties.

2.4.1 The Government or the Religious Parties will advise a Claimant and may advise the court that if either is liable for any portion of an IRS Abuse Claim, such Claimant will receive 100% of Compensation, and no issue of apportionment between them need be litigated to secure full Compensation.

2.5 The Government and the Religious Parties agree that instructions given to their respective counsel will be consistent with the terms and intent of this Agreement, and further accept and acknowledge that their respective representatives and counsel are instructed by, act for, and represent only their principal.

2.6 The Government and the Religious Parties will within 60 days of the coming into force of this Agreement withdraw any third party claim or cross claim against each other in IRS Abuse Claims on a reciprocal, without costs basis, other than in a class action or representative proceeding which includes allegations beyond IRS Abuse Claims, and will refrain from issuing such claims in the future except in a class action or representative proceeding which includes allegations beyond IRS Abuse Claims, or on consent, or as permitted by Section 3.3.

2.7 Where the Religious Parties elect not to participate in the validation, resolution or defence of IRS Abuse Claims, then the Religious Parties will at their own expense:

2.7.1 comply with all reasonable requests from the Government for information and assistance during the proceedings;

2.7.2 provide counsel for the Government and any researchers or experts retained by them, 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 IRS Abuse Claim or Claims for which the information was sought unless otherwise agreed in writing;

2.7.3 participate to the extent consistent with their values and traditions in any apologies, reconciliation or closure ceremonies that are agreed to as part of the resolution of an IRS Abuse Claim or Claims, and, provided the terms of this Agreement have been followed, support the result achieved as if they had been represented by counsel and had defended the Claim or Claims;

2.7.4 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; and

2.7.5 accommodate a Claimant's reasonable request that a representative of the Religious Parties attend a hearing while a Claimant is giving evidence or otherwise relating his or her experience at an IRS.

2.8 Where the Religious Parties elect not to participate in the validation, resolution or defence of IRS Abuse Claims:

2.8.1 the Government will facilitate all reasonable requests to ensure that where members or employees or former employees of the Religious Parties are the

subject of an IRS Abuse Claim or Claims, such members, employees or former employees will have an opportunity to have their account of events heard in any resolution process;

2.8.1.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of a Religious Party to appear at a DRM hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of the Religious Parties where the Government requires the participation of such employee or former employee for its own purposes.

2.8.2 the Government intends to participate in trials, DRMs and other Resolution Processes as necessary to ensure that appropriate inquiries are made of the Claimants and any other witnesses, to lead such evidence as may be admissible and appropriate, and to make submissions; and

2.8.3 the Government will participate in and may conclude negotiations to determine the amount of Compensation in any out-of-court settlement.

2.9 IRS Abuse Claims will be resolved in DRMs or settled only where the standard of proof utilized by the courts for the matters of like seriousness has been met. Settlement offers in litigation or other Resolution Processes will be based on evidentiary considerations, legal principles, and any specific standards and levels of Compensation agreed to by the Government and the Religious Parties.

2.10 Where a trial is not held, the Government and the Religious Parties agree that IRS Abuse Claims will be resolved without regard to possible defences which do not go to the merits, such as limitations or laches, in DRMs, other resolution processes or pre-trial conferences. At trial, Crown immunity, where applicable, will be asserted by the Government, and the Religious Parties will be free to determine the defences they will assert.

2.11 The Government will in a timely manner provide the Religious Parties or their designated representative with copies of IRS Statements of Claim served on it, and copies of Notices of Examinations it serves on IRS Claimants, in order to facilitate informed decisions about potential participation by the Religious Parties.

2.12 Where IRS Abuse Claims are being advanced in litigation, the Government and the Religious Parties will each notify the other of any settlement overtures from Claimants, and will work together to develop a joint position for settlement discussions and, if necessary, for trial.

2.13 The Government will work with the Religious Parties on the proper sequencing of IRS Abuse Claims in DRMs with a view to ensuring that relevant evidence, including evidence from those alleged to have committed abuses, is obtained and can be heard.

2.14 For claims proceeding within DRMs, the Government will provide a copy of each claimant's application to the Religious Parties on receipt, regardless of the time period, and the Religious Parties agree to respect the confidentiality of the application and the information in and about it. In particular:

2.14.1 The application will only be shared with those who need to see it in connection with insurance coverage, or to assist the Religious Parties with their ability to defend the claim or assist the Government with its defence:

2.14.2 Each person with whom the application is shared must agree to respect its confidentiality, and the Religious Parties will use their best efforts to secure the same commitment from any insurer with whom they are obliged to share the application;

2.14.3 Copies will be made only where absolutely necessary, and the all copies will be destroyed on the conclusion of the matter, unless the Claimant asks that the Religious Parties retain a copy.

2.15 As part of any resolution of an IRS Abuse Claim, the Government will secure a release for itself and the Religious Parties from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School, other than claims for losses of specific aboriginal cultural practices or an aboriginal language suffered by the Claimant.

2.15.1 The release shall be acceptable to the Government and the Religious Parties. To this end, the Government and the Religious Parties will settle upon the form and content of a release for use in these circumstances prior to the execution of this Agreement, and may from time to time amend the release by mutual agreement in writing.

2.16 The Religious Parties agree that they will bring no action or claim whatsoever against the Government or its counsel related in any way to the validation, resolution or defence of any IRS Abuse Claims, and agree that this section shall operate as a full and complete defence to any such claim and that the Religious Parties shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Religious Parties further agree to jointly and severally indemnify the Government for any and all costs, expenses and damages suffered by the Government as a result of such action or claim being brought against the Government or its counsel by them.

2.17 The Government agrees that it will bring no action or claim whatsoever against the

Religious Parties or their counsel related in any way to the validation, resolution or defence of any IRS Abuse Claims, and agrees that this section shall operate as a full and complete defence to any such claim and that Government shall be barred from recovering any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The Government further agrees to jointly and severally indemnify the Religious Parties for any and all costs, expenses and damages suffered by the Religious Parties as a result of such action or claim being brought against the Religious Parties or their counsel by the Government.

2.18 Sections 2.16 and 2.17 do not operate to prevent the Government or the Religious Parties bringing actions to enforce the provisions of this Agreement.

### **PART III: SETTLEMENT FUND**

3.1 The Religious Parties will establish a Settlement Fund in the amount of \$1,544,798 (the "Settlement Amount") less an agreed upon sum representing Compensation paid by the Religious Parties for Abuse Claims before the coming into force of this Agreement, by depositing the net amount in the trust account of the firm of Zimmerman and Associates, Barristers and Solicitors, subject to a written irrevocable direction that it be paid out only pursuant to the terms of section 4.1 below.

3.2 The Settlement Fund will be the source of payments to be made in accordance with this Agreement for Validated Claims.

3.3 If monies are not paid into or out of the Settlement Fund pursuant to the terms of this Agreement, then in addition to any other rights or remedies to which the Government may be entitled by law, the Government may declare this Agreement void by notice in writing to the Religious Parties and the Government and the Religious Parties may resume the issuance of third party notices and cross-claims

3.4 This Agreement comes into force on the third day following the establishment of the Settlement Fund by the making of the deposit and irrevocable direction required by section 3.1.

### **PART IV APPORTIONMENT AND PAYMENT OF COMPENSATION**

4.1 Upon the resolution of an IRS Abuse Claim by:

4.1.1 a final decision of a DRM or other Resolution Process which decision the Claimant has accepted and counsel for the Government certifies is within the terms of this Agreement;



4.1.2 a settlement agreement signed by the Government pursuant to Part II or Section 4.4; or

4.1.3 a trial or appellate judgment when counsel for the Government certifies that this Agreement applies;

and, where any applicable appeal or review period has lapsed without an appeal or review being filed, the Religious Parties shall, in the order in which they are received, within 60 days pay from the Settlement Fund to the Claimant of the Validated Claim or such Claimant's counsel, an amount equal to 30% of the Compensation set out in the decision, settlement agreement or judgment and the Government shall pay to the Claimant or such Claimant's counsel an amount equal to 70% of such Compensation.

4.2 Where all or part of the Compensation awarded at a trial relates only to an intentional tort committed prior to May 14, 1953 for which the Crown is immune from suit, the Religious Parties shall pay from the Settlement Fund 100% of the Compensation that relates to such intentional tort, and Section 4.1 shall apply only to the balance of such Compensation if any.

4.3 Notwithstanding Section 4.1, where, following the establishment of the Settlement Fund, counsel for the Government certifies to the Religious Parties that, before the date on which this Agreement came into force, an Abuse Claim was settled by the Government without contribution from the Religious Parties, on terms which do not release the Religious Parties from potential liability to the Claimant, and for an amount representing a fixed reduction from the assessed Compensation, the Settlement Fund shall within 30 days of such certification offer to pay the balance of the assessed Compensation to the Claimant. Provided, however, that no amount shall be paid to a Claimant pursuant to this section until the Claimant agrees to accept such amount in full and final satisfaction of his or her claim against the Religious Parties, and to release the Religious Parties from any and all claims connected with his or her attendance at an IRS.

4.4 Payments pursuant to section 4.1 shall also be made where:

4.4.1 notwithstanding the death of a Claimant who was advancing an IRS Abuse Claim, their claim has been validated pursuant to the standards that would apply were they alive, and the Government has concluded a settlement agreement with their personal representatives in an amount that would be consistent with this Agreement were the claimant living; or

4.4.2 a Claimant dies before accepting a settlement offer made for an IRS Abuse Claim, and the Claimant's personal representatives have accepted the offer.

4.5 In the event that on January 1, 2020, there are no IRS Abuse Claims pending or, two years from the date that there are no IRS Abuse Claims pending, whichever comes first, any balance in the Settlement Fund may be withdrawn by the Religious Parties. Should

any IRS Abuse Claims arise after the balance in the Settlement Fund has been withdrawn by the Religious Parties, the liability of the Religious Parties for such IRS Abuse Claims shall be limited to returning to the Settlement Fund the amount of the Settlement Fund withdrawn by the Religious Parties.

4.6 The Parties hereto agree that the Religious Parties' liability for all Compensation for IRS Abuse Claims shall not exceed the Settlement Amount as set out in Section 3.1, including sums previously paid in Compensation, and in the event that all funds are paid into and out of the Settlement Fund pursuant to the terms hereof, other than Section 4.5, any remaining liability the Religious Parties have for IRS Abuse Claims shall be paid by the Government. The following Parts and sections of this Agreement shall thereafter have no further force and effect: Sections 2.9 and 2.15.1; Part III; and Sections 4.1 to 4.5 inclusive.

4.7 In the event that all IRS Abuse Claims have been settled, or in the event that all funds have been paid into and out of the Settlement Fund pursuant to the terms hereof, other than Section 4.5, then notwithstanding anything to the contrary herein or elsewhere contained, the Government will release and forever discharge the Religious Parties from any and all causes of action, claims or demands for damages for IRS Abuse Claims. In such event the Government will also agree not to make any claims or demands or commence, maintain or prosecute any action, cause or proceeding for damages, compensation, loss or any other relief whatsoever against the Religious Parties arising directly or indirectly from any IRS Abuse Claim.

4.8 The Government agrees that payment into and payment out of the Settlement Fund in accordance with this Agreement, other than Section 4.5, shall operate conclusively as an estoppel in the event of any such claim, action or proceeding and may be pled as such, and further agrees to indemnify and save harmless the Religious Parties from any and all claims or demands for damages and assessed costs and disbursements payable to any party other than the Religious Parties in any IRS Abuse Claim.

**PART V:  
RESOLUTION OF DISPUTES  
CONCERNING THIS AGREEMENT**

5.1 The Government and the Religious Parties share the following objectives in the implementation of the Agreement, namely to:

5.1.1 co-operate with each other to develop harmonious working relationships;

5.1.2 prevent, or, alternatively, to minimize disagreements;

5.1.3 identify disagreements quickly and resolve them in the most expeditious and cost-effective manner; and

5.1.4 resolve disagreements in a non-adversarial, collaborative and informal atmosphere.

5.2 The Government and the Religious Parties agree that if any dispute arises out of, or has arisen relating to this Agreement, or the breach, validity or interpretation or subject matter thereof, they will endeavor diligently to settle a dispute through good faith negotiations.

5.2.1 Section 5.2 does not abrogate the rights to terminate this Agreement set out in Section 3.3, nor the right to seek specific performance as set out in Section 5.7.

5.3 If the Government and the Religious Parties do not resolve all the issues in dispute during the course of, or as a result of the negotiations, their rights with respect to the remaining unresolved issues shall remain unaffected by the negotiations in any subsequent proceeding.

5.4 The Government and the Religious Parties shall each, within (60) days of the execution date of this Agreement, appoint one person as their Nominee to an Implementation Steering Committee, for the purpose of overseeing the administration and interpretation of the provisions of this Agreement and shall provide in writing the name of their Nominee to the other. For the purposes of this Part the Government shall be entitled to one Nominee and the Religious Parties shall be entitled to one Nominee.

5.5 The two Nominees constituting the Implementation Steering Committee shall meet at Toronto in the Province of Ontario, or otherwise in Canada as agreed, at least once each calendar year during the currency of this Agreement. The purpose of each meeting will be to review performance under this Agreement, and to resolve by consensus all disputes that arise or have arisen in the interpretation and implementation of this Agreement. The minutes of such meetings shall be signed by each Nominee at the conclusion of the meeting and filed with the Government and the Religious Parties.

5.6 If the Government and the Religious Parties are unable to resolve the dispute through negotiations within 120 days, either may request the commencement of mediation to resolve the dispute. The Mediator would be a third party neutral, who has no authority to resolve the dispute, but would facilitate resolution.

5.6.1 The mediation will be conducted by one Mediator jointly agreed upon by the Government and the Religious Parties.

5.6.2 The Government and the Religious Parties will make a serious attempt to resolve the dispute through mediation by:

5.6.2.1 identifying underlying interests;

5.6.2.2 isolating points of agreement and disagreement;

5.6.2.3 exploring alternative solutions;

5.6.2.4 considering compromises or accommodations; and

5.6.2.5 co-operating fully with the mediator and giving prompt attention to, and responding to all communications from the mediator.

5.6.3 The Government and the Religious Parties may withdraw from mediation at any time by giving at least 21 days' written notice of its intention to the other and the mediator.

5.7 Notwithstanding Section 5.6, the Government may by notice in writing request that the Religious Parties comply with a commitment made in this Agreement. Where the Government has delivered a written request to the Religious Parties in accordance with this Agreement to have the recipient comply with such request within 60 days and the request has not been complied with, the Government may apply by way of summary application to a court of competent jurisdiction where the Religious Parties are located for a mandatory order that they immediately comply with their obligation.

5.7.1 In considering whether to proceed under Section 5.7 in relation to the obligations assumed by the Daughters of Mary under Sections 2.3 or 2.7, the Government will have regard to the capacity of the Daughters in light of their membership and resources at the time.

5.8 The Religious Parties may file responding materials to the summary application and the rules of the court having jurisdiction will thereafter determine the process to be followed in determining the summary application. If the court hearing the summary application finds that the Religious Parties have failed to comply with its obligations under this Agreement the court may order that they immediately comply with its obligations.

## **PART VI: GENERAL**

6.1 Where the Government has concluded a Settlement Agreement with a Denomination or Religious Entity other than the Religious Parties with respect to IRS Abuse Claims, after the execution of this Agreement, which includes provisions that in their entirety are more favourable than those contained in this Agreement in their entirety, and where such more favourable provisions are unrelated to the specific circumstances of such Denomination(s) or Religious Entity(ies), the Government, at the request of the Religious Parties, shall negotiate with the Religious Parties with a view to amending this Agreement to incorporate provisions no less favourable than those in the other Settlement Agreement(s).

6.2 Notice shall be given, save as otherwise specifically provided, in writing addressed to the Party for whom it is intended and shall be deemed received by the other Party on the day it is signed for if sent by certified mail, and if sent by facsimile, it shall be deemed received on the business day next following the date of transmission. The mailing and facsimile address of the Parties shall be:

**As to the Religious Parties:**

**The Jesuit Fathers of Upper Canada**

1325 Bay Street  
Toronto, Ontario  
M5R 2C4

Copy to:

Zimmerman and Associates  
2100 25 Main Street West  
Hamilton, Ontario  
L8P 1H1

Fax: 905-524-2023

**The Roman Catholic Episcopal Corporation for the Diocese of  
Sault Ste. Marie in Ontario, Canada**

30 Ste-Anne Road  
Sudbury, Ontario  
P3C 5E1

Copy to:

Lucenti, Orlando and Ellies, LLP  
P.O. Box 358  
373 Main Street West  
North Bay, Ontario  
P1B 2T9

Attn: M. Gregory Ellies

Fax 705-472-4814

**The Daughters of Mary**

In care of:

Miller Thomson LLP  
2500-20 Queen Street West  
Toronto, Ontario  
M5H 3S1

Attn: Mark Frederick as authorized agent

Fax: 416-595-8695

**As to the Government:**

Deputy Minister,  
Indian Residential Schools Resolution Canada,  
3<sup>rd</sup> floor, 90 Sparks Street  
Ottawa, Ontario  
K1A 0H4

Fax 613-996-2811

Copy to:

Department of Justice Legal Services,  
3<sup>rd</sup> floor, 90 Sparks Street  
Ottawa Ontario K1A 0H4

Attention: Senior Counsel

Fax: 613-996 -1810

Copy to:

Deputy Attorney General of Canada,  
Department of Justice Building  
284 Wellington Street  
Ottawa Ontario K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law

Fax: 613-996-4737

or any other mailing or facsimile addresses as the Parties from time to time may notify each other of in writing.

6.3 This Agreement shall be binding on and enure to the benefit of the Religious Parties and their successors and assigns and the Government.

6.4 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

6.5. No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a Party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

6.6. No waiver or act or omission of a Party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that Party of any provision of this Agreement or the results or the rights resulting from it.

6.7 Time shall be of the essence in this Agreement.

6.8. No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Religious Parties or as a Claimant.

6.9. This Agreement and the agreement contemplated by Section 3.1 constitute the only agreements among the Parties and cancel and supersede any prior agreements, undertakings, declarations or representations, written or verbal in respect of them.

6.10 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

6.11 The Government and the Religious Parties acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government or the Religious Parties that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government and the Religious Parties agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

6.12. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective officers duly authorized as of the date stated above.

**THE JESUIT FATHERS OF UPPER CANADA**

Per *Jacques Marchand S.J.*  
PRESIDENT

Per *J. [Signature]*  
VICE-PRESIDENT

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION FOR THE DIOCESE OF SAULT STE. MARIE IN ONTARIO, CANADA**

+ Per *Jean-Louis Rouffe*  
BISHOP, DIOCESE SAULT STE. MARIE

Per *Raymond J. Caruso, Ph.D.*  
EPISCOPAL VICAR FOR ECONOMIC AFFAIRS  
MODERATOR OF THE CURIA

**THE DAUGHTERS OF MARY**

Per *[Signature]*  
AS AUTHORIZED

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister Responsible for Indian Residential Schools Resolution Canada.**

*[Signature]*  
Witness to the Signature of the Minister

*[Signature]*  
Minister