

SETTLEMENT AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 11th DAY OF August 2004

Between

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

and

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT
(hereinafter referred to as the Diocese)

and

THE SISTERS OF INSTRUCTION OF THE CHILD JESUS
(hereinafter referred to as the Sisters)

and

**THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE
PROVINCE OF BRITISH COLUMBIA**
(hereinafter referred to as the Oblates)

WHEREAS the Government and 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 share responsibility for abuse at the residential schools and 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 its 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:

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

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

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

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

“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.

“Government” means the Government of Canada.

“IRS” [Indian Residential School] means one or more of the Indian Residential Schools set out in Schedule A hereto, and Indian Residential School has the same meaning.

"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:

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;

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

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.

"Post-69 Claim" means an IRS Abuse Claim in which the first incident of proven abuse occurred on or after April 1, 1969.

"Pre-69 Claim" means an IRS Abuse Claim in which the first incident of proven abuse occurred before April 1, 1969.

"Religious Parties" mean The Order of the Oblates of Mary Immaculate in the Province of British Columbia, The Roman Catholic Episcopal Corporation of Prince Rupert, and The Sisters of Instruction of the Child Jesus.

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

"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.

"The Order of the Oblates of Mary Immaculate in the Province of British Columbia" (the Oblates) means the body corporate, incorporated under the laws of the Province of British Columbia, S.B.C. 1891 c. 51, as amended.

"The Roman Catholic Episcopal Corporation of Prince Rupert" (the Diocese) means the body corporate, incorporated by Special Act of the Parliament of Canada, S.C. 1924 c. 98, as amended.

"The Sisters of Instruction of the Child Jesus" (the Sisters) means the body corporate, incorporated Pursuant to an Act of Parliament, S.B.C. 1913 c. 94, as amended.

"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 counsel for the Government 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 any Religious Parties which is a party to these claims not later than 120 days before the start of such trial, and these 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, through one or more representatives, 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 its 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 its 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 member, 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. 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 Religious Parties, or their designated representative, with copies of IRS Statements of Claim served on the Government, 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 If information from the application is to be shared with a person named as an abuser, only relevant information about allegations of abuse by that person will be shared, and the individual will not be provided with the claimant's address or the address of any witness named in the application form, nor with any information from the form concerning the effects of the alleged abuse on the claimant.

2.14.3 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 it is obliged to share the application;

2.14.4 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 Notice of Discontinuance and 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 in the forms attached as Schedule B (for Litigation and Schedule C (for the Dispute Resolution process), which the Government and Religious Parties may from time to time amend 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 have established a Settlement Fund in the amount of \$150,712.00 (the "Settlement Amount") by depositing that amount in the trust account of the firm of Hope Heinrich, 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 date first written above.

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 4.5; 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, 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 Where Compensation is payable to a Claimant for a Post-69 Claim, Section 4.1 shall not apply and the Government shall be responsible for paying 100% of the Compensation.

4.4 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 IRS Abuse Claim was settled by the Government for an amount representing a fixed reduction from the assessed compensation, and where the Religious Parties have neither paid the balance or assessed Compensation nor secured a release from the Claimant, the Religious Parties shall within 30 days of such certification offer to pay the balance of the assessed Compensation to the Claimant from the Settlement Fund. 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.

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

4.5.1 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

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

4.6 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.

4.7 The Parties hereto agree that the liability of the Religious Parties 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 4.6, 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 4.6 inclusive.

4.8 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 4.6, 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.

4.9 The Government agrees that payment into and payment out of the Settlement Fund in accordance with this Agreement, other than Section 4.6, 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 collectively 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 collectively shall be entitled to one Nominee.

5.5 The two Nominees constituting the Implementation Steering Committee shall meet at Prince George in the Province of British Columbia, 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.

5.8 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 their 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 Diocese:

The Roman Catholic Episcopal Corporation of Prince Rupert
P.O. Box 7000
Prince George, British Columbia, V3N 3Z2

Attention: Mr. John Phillips
Fax: 250-964-2101

Copy to:

Hope Heinrich, Barristers and Solicitors
1598 Sixth Avenue
Prince George, British Columbia, V2L 5G7

Attention: G. R. Brown, Q.C.
Fax: 250-562-3761

As to the Oblates:

The Order of the Oblates of Marry Immaculate in the Province of
British Columbia
1311 The Crescent
Vancouver, British Columbia, V6H 1T7

Attention: Father Vincent LaPlante
Fax: 604-736-9961

Copy to:

Dohm, Jaffer & Jeraj, Barristers and Solicitors
Suite 202 - 1437 Kingsway
Vancouver, British Columbia, V5N 2R6

Attention: Thomas A. Dohm, Q.C.
Fax: 604-871-3560

As to the Sisters:

The Sisters of Instruction of the Child Jesus
318 Laval Street
Coquitlam, British Columbia, V3K 4W4

Attention: Sister Denece Billesberger
Fax: 604-939-7549

Copy to:

Sugden, McFee & Roos, Barristers and Solicitors
Suite 700 – 375 Water Street
Vancouver, British Columbia, V6B 5N3

Attention: Errin A. Poyner
Fax: 604-687-5596

As to the Government:

Deputy Minister,
Office of Indian Residential Schools Resolution of Canada,
3rd floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Facsimile 613-996-2811

Copy to:

Department of Justice Legal Services,
5th 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 entire Agreement 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 British Columbia, 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 ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT

Per + Gerald Wiesner, OMI
GERALD WIESNER

Per _____

THE ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA

Per V. A. K. Kante
OMI

THE SISTERS OF INSTRUCTION OF THE CHILD JESUS

Per W. Berges, S.J.

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

A. Anne McLeod
Minister

SCHEDULE A: INDIAN RESIDENTIAL SCHOOLS

Lejac Indian Residential School (also known as Fraser Lake)

FINAL LEGAL RELEASE

WHEREAS I, [Plaintiff] of [address], in the province of [province], Canada, have commenced an action against the Attorney General of Canada and [insert names of any other parties], being [Court File No.] issued in the [judicial district] of the [proper name of court], for compensation and damages relating to my experiences at Indian Residential School (the "Action").

NOW THEREFORE in consideration of the payment of _____ Dollars (the "settlement funds"), the receipt and sufficiency of which I hereby acknowledge, I covenant and agree as follows:

1. Subject to paragraph 3, I hereby release and forever discharge the Roman Catholic Episcopal Corporation of Prince Rupert, The Order of the Oblates of Mary Immaculate in the Province of British Columbia and the Sisters of Instruction of the Child Jesus, Her Majesty the Queen in Right of Canada, the Attorney General of Canada, and all their former, current, and future Ministers, directors, officers, employees, servants, agents, counsel, successors and assigns (all of whom are hereinafter jointly and severally referred to as "the Releasees") from all claims or causes of action of every description I ever had, now have, or may in future have against them (whether I now know about these claims or causes of action or not), arising out of any tortious, civil, criminal or any other form of legal or equitable wrong occurring in the context of the following, and/or harm of any description whatever suffered by me as a result of any or all of the following:
 - (a) My attendance at _____ Indian Residential School [insert name of one or more IRS actually attended by the Claimant], or any other Indian Residential School in Canada, and/or
 - (b) My participation in a program or activity associated with or offered at or through any Indian Residential School; and/or
 - (c) The operation generally of Indian Residential Schools.
2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.
3. This Release shall not operate as a bar to my initiating a claim against any or all of the Releasees for losses of specific aboriginal cultural practices, and/or for loss of an aboriginal language, suffered by me as a result of my attendance at one or more

SCHEDULE B

Indian Residential Schools, nor as a bar to my pursuing such a claim should the Canadian courts so permit.

4. The claims and causes of action referred to in paragraphs 1 and 2, subject to paragraph 3, are referred to in this Release as "the Released Claims".
5. I agree to discontinue the Action as part of this settlement. I will not make any further claims of any kind against the Releasees with respect to the Released Claims. I accept that the payment of the settlement funds is meant to be a full, final and binding settlement, as against the Releasees, of all the Released Claims without exception.
6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, any of the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.
7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.
8. I represent and warrant that no person, agency or other entity is entitled to indemnity or compensation in connection with the matters alleged in the Action.
9. I agree that I will not make any claim in relation to the Released Claims against any person or corporation who could claim contribution or indemnity in respect of my claim from any of the Releasees.
10. I further undertake and agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency, whether by way of subrogated right or otherwise, that arise out of or are in any way connected with the Released Claims. This paragraph includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or governmental authority for any of the Released Claims that are criminal assaults.
11. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this settlement, as well as details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.
12. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily for the purpose of obtaining the settlement funds. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

SCHEDULE B

13. This release binds my heirs, descendants, legal representatives, successors and assigns, and inures to the benefit of the Releasees and to their heirs, executors, administrators, successors and assigns.

WITNESS my hand and seal this _____ day of _____, 200_ at _____, in the Province of _____.

SIGNED, SEALED AND DELIVERED

in the presence of

(Witness)

**

AFFIDAVIT OF EXECUTION

I, _____, of the City of _____,
in the Province of _____, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see **** named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at _____, in the Province of _____, on the ____ day of _____, 2003, and I am the subscribing witness thereto.

3. THAT I know the said **** and s*he is in my belief of the full age of eighteen (18) years or more.

SWORN BEFORE ME at _____)
_____, in the Province of _____)
_____, this ____ day of _____)
_____, 2003.)
)
)
)

A COMMISSIONER FOR OATHS
in and for the Province of _____
My commission expires:
-or- Being a Solicitor.

- (a) My attendance at _____ Indian Residential School [*insert name of one or more IRS actually attended by the Claimant*], or any Indian Residential School named in List A in the Application Form completed by me ("Indian Residential School"), and/or
 - (b) My participation in a program or activity associated with or offered at or through any Indian Residential School, and
 - (c) The operation generally of Indian Residential Schools.
2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.
3. [*Delete this paragraph if the plaintiff did not commence an action before applying to ADR*] In addition, and subject to paragraph 4 of this Release, I release and forever discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against the Attorney General of Canada and [*insert names of any other parties*], being [*Court File No.*] issued in the [*judicial district*] of the [*proper name of court*], for compensation and damages relating to my experiences at Indian Residential School (the "Action"). I agree to discontinue the Action as part of this settlement.
4. This Release shall not operate as a bar to my initiating a claim against any or all of the Releasees for losses of specific aboriginal cultural practices and/or for loss of an aboriginal language suffered by me as a result of my attendance at one or more Indian Residential Schools, nor as a bar to my pursuing such a claim should the Canadian courts so permit.

5. The claims and causes of action referred to in paragraphs 1, 2 and 3, subject to paragraph [*OR "1 and 2, subject to paragraph 3" if para. 3 above is deleted because no action had been commenced*], are referred to in this Release as "the Released Claims".
6. I will not make any further claims of any kind against the Releasees with respect to the Released Claims. I accept that the payment of the Award is meant to be a full, final and binding settlement, as against the Releasees, of all the Released Claims without exception.
7. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, they may rely on this Release as an estoppel and a complete defence to any such claim or action.
8. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.
9. I agree that I will not make any claim in relation to the Released Claims against any person or corporation who could claim contribution or indemnity in respect of my claim from any of the Releasees.
10. I further undertake and agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency, whether by way of subrogated right or otherwise, that arise out of or are in any way connected with the Released Claims. This paragraph includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or governmental authority for any of the Released Claims that are criminal assaults.

- 11. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this settlement, as well as details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.
- 12. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily for the purpose of obtaining the benefit of the ADR Process and the Award. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

I have signed this Release the _____ day of _____, 2003.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness

[Name of Releasor]

(SEAL)

Address:

