CENTRE FOR TRUTH AND RECONCILIATION
ADMINISTRATIVE AGREEMENT
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BETWEEN:

Truth and Reconciliation Commission of Canada
(the “TRC”)

and

The University of Manitoba
(the “University”)

WHEREAS:

A. The TRC, as settlor, and the University, as trustee, entered into a Centre for Truth and Reconciliation Trust Deed dated the 21st day of June, 2013 (the “Trust Deed”);

B. The parties wish to enter into this Agreement to document their understanding regarding the ways that they will, individually, together and with others, work to realize the Purposes of the trust established through the Trust Deed and set more detailed goals and objectives.

NOW THEREFORE the parties, in exchange for the mutual covenants and agreements contained herein, agree as follows:

Definitions

1. All terms defined in the Trust Deed have the same meaning in this Agreement.

2. “Original Proposal Partner” means the institutions and organizations which jointly submitted the Proposal with the University, including:
   - The University of British Columbia
   - Lakehead University
   - The University of Winnipeg
   - University College of the North
   - Université de Saint-Boniface
   - Red River College
   - Legacy of Hope Foundation
   - National Association of Friendship Centres
   - Canadian Museum of Human Rights
   - Archives Manitoba
   - Manitoba Museum
• Centre for Indigenous Environmental Resources
• St. John’s College
• St. Paul’s College
• Sandy-Saulteaux Spiritual Centre

3. “Objectives” means the objectives the parties seek to accomplish through this Agreement, and in support of the Purposes, as set out herein.

4. “Partner” means an educational institution, research centre, archive, Aboriginal organization, or other interested group or entity engaged as a Partner, pursuant to an agreement with the University and the terms of this Agreement. The definition of “Partner” will include all Original Proposal Partners, so long as they continue to meet the conditions of eligibility set out in this Agreement.

5. “Proposal” means the proposal submitted to the TRC by the University, in association with the Original Proposal Partners, whereby the University and the Original Proposal Partners sought to be the host of the Centre.

**Commitment**

6. The University affirms its commitment to, on its own and through its Partners, fulfil the expectations established by the Proposal, and diligently pursue the Purposes of the trust set out in the Trust Deed.

**Objectives**

7. In pursuing the Purposes, the University will use the Settled Property to help fulfil the following objectives (the “Objectives”):

   a. to establish an archival repository that is as complete as possible, and which attempts as much as possible to:

      i. allow the voices and personalities and cultures of the children who attended residential schools to be heard, celebrated, remembered and personalized;

      ii. create a record of the life and family experiences of the children who attended the schools, the families and communities whose children attended the schools, and the staff who operated the schools, not only during the hours they were on school property, but also to show how their lives were lived before, during and after their residential school years;

      iii. continue to offer and provide a safe environment so that anyone affected by the residential school legacy will be permitted to file a personal statement with the Centre, without time restriction;
iv. preserve the historical records and evidence related to the creation, funding and administration of residential schools, any abuses that occurred at the schools, and the history of how the residential school system came to a close, including apologies, litigation and claims resolution, the Settlement Agreement, evolutions in Canada’s education policies towards Aboriginal peoples, and subsequent attempts at reconciliation;

v. preserve the historical and current records and evidence, and promote analysis, research and publications, on Canada’s past and current laws and policies as they affect Aboriginal peoples, rights and cultures;

b. to establish a Centre for public education and engagement, commemorative ceremonies, statement gathering, dialogues of reconciliation and celebrations of Aboriginal cultures, languages and ceremonies;

c. to encourage and facilitate new research into residential schools, including but not limited to the experiences of former students, families and staff, the impacts and legacy of the system, pathways to reconciliation, oral history and Aboriginal concepts and ethics relating to archives and research;

d. to assist Aboriginal peoples in Canada in the exercise of their rights under the United Nations Declaration on the Rights of Indigenous Peoples;

e. to assist in fulfilling some of the recommendations of the Royal Commission on Aboriginal Peoples, including in particular recommendation 1.10.3, “a national repository of records and video collections related to residential schools, co-ordinated with planning of the recommended Aboriginal Peoples’ International University … and its electronic clearinghouse, to facilitate access to documentation and electronic exchange of research on residential schools; provide financial assistance for the collection of testimony and continuing research; work with educators in the design of Aboriginal curriculum that explains the history and effects of residential schools; and conduct public education programs on the history and effects of residential schools and remedies applied to relieve their negative effects”;

f. as resources permit, to assist in fulfilling some of the other recommendations of the Royal Commission on Aboriginal Peoples, including:

  i. 1.11.13 (relocations of Aboriginal communities);
  ii. 1.12.4 (Aboriginal history research);
  iii. 2.3.30 (Aboriginal government transition centre);
  iv. 2.4.61(b) (Aboriginal heritage resource inventories);
  v. 4.2.1 (Aboriginal women’s research);
  vi. 4.5.6 (Métis research centre), and
  vii. 4.6.21 (traditional knowledge research).
g. to attempt to provide educational and employment opportunities to Aboriginal people;

h. to engage in public educational efforts regarding residential schools which promote understanding and reconciliation;

i. to do all of the above with a national focus, by involving Partners across the country, facilitating national access to the archive, facilitating widespread educational efforts, and providing as much information and service as possible in both official languages and Aboriginal languages.

**Governing Circle**

8. The Centre will be guided by a Governing Circle. The Governing Circle shall constitute and operate as the advisory committee for the Centre contemplated by the University’s policy on Research Centres, Institutes and Groups (as amended from time to time).

9. The Governing Circle will be composed of seven members, each serving two year terms (capable of renewal), as follows:

   a. two members being employees of or holding an academic appointment with the University;

   b. two members representing Partners;

   c. three members representing survivors or their families or ancestors, one each of First Nations, Inuit and Métis background;

   d. at all times, a majority of the seven members must identify as Aboriginal; and

   e. members shall:

      i. reflect a spirit of shared governance by the University, survivors and their families, and other Partners;

      ii. include a diverse set of cultures and languages; and

      iii. possess skills, experience and ability to help fulfill the Purposes and Objectives.

10. The University will create a nomination committee to nominate and select the first members of the Governing Circle and future members as terms of the members of the Governing Circle expire or replacements otherwise become necessary. The University will select the initial nomination committee in consultation with the TRC Commissioners and the Original Proposal Partners. Thereafter, the University will consult with the Governing Circle regarding the ongoing constitution of the nomination committee.
11. The Governing Circle shall make decisions and provide advice to the University and the Partners on matters related to the Centre. In regard to the following topics, the University and the Partners shall show deference to the decisions and advice of the Governing Circle, as long as such advice is not inconsistent with applicable laws, the terms of the Trust Deed, the terms of this Agreement, and the University’s policies:

a. ceremonies and protocols relating to the Purposes, the Objectives, and the Settled Property;

b. Aboriginal concepts important to the Purposes and the Objectives;

c. methods, sources and subject matters for expanding the Centre’s holdings and resources;

d. communications strategies for the Centre, including a logo;

e. establishment of committees, including a Survivors Circle;

f. engagement with external experts and interested parties for the furtherance of the Purposes and Objectives, including inviting such individuals to provide advice to the Governing Circle or to participate in any of its meetings or committees;

g. procedures and rules for Governing Circle meetings; and

h. policies and input to guide the University in the exercise of its powers and discretions in relation to the Trust Deed, especially in relation to lending or disposing of any portion of the Settled Property, or the winding up of the trust.

12. The Governing Circle shall provide advice and guidance to the University and the Partners on other topics, including the following:

a. priorities for the Centre’s activities and spending;

b. identification and acceptance of new Partners, or removal of existing Partners, and identification of categories of Partners that would benefit the Centre;

c. policies for the exercise of such discretionary decisions as permitted by freedom of information, privacy and copyright law;

d. the application of appropriate research ethics related to Aboriginal matters, including (where appropriate) reference to Aboriginal principles of Ownership, Control, Access and Possession (“OCAP”), Protocols for Native American Archive Materials, and the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans, specifically the chapter on Research involving the First Nations, Inuit and Métis peoples of Canada, or any similar or related protocols which have been or may in the future be developed;
e. exercise of discretion to waive fees under the Manitoba *Freedom of Information and Protection of Privacy Act*;

f. raising funds to support the Centre to help achieve the Purposes and Objectives;

g. hiring and evaluation of Centre staff;

h. rules regarding the conduct or ethics of members of the Governing Circle and its committees; and

i. whether members of the Governing Circle or any of its committees should receive compensation in regard to their services to the Centre, or reimbursement for expenses incurred due to their participation in Governing Circle meetings.

**Survivor’s Circle**

13. So long as it is practical, the Governing Circle will establish and recruit members for an advisory committee known as the “Survivor’s Circle”. Members will be survivors of the residential school system, their families or their ancestors. The Survivor’s Circle will provide advice to the Governing Circle, the University and the Partners regarding any matters relevant to the Centre.

**TRC Commissioners**

14. The TRC Commissioners Murray Sinclair, Wilton Littlechild and Marie Wilson will be honorary patrons of the Centre and will be invited to make themselves available to provide advice, engage in public education, speak with potential funders and perform ceremonial functions.

**Centre within the University**

15. The Centre will operate within the academic and administrative structure of the University, and as such, be subject to the policies and rules of the University.

16. Subject to a recommendation by its Senate, and approval by its Board of Governors, the University will cause the Centre to be established as an academic centre or institute of the University, pursuant to its policy on *Research Centres, Institutes and Groups* (as amended from time to time).

17. The Centre will be overseen by a Director, who shall report administratively to a member of the University’s Executive. The Director will manage the affairs of the Centre, and in so doing, be guided by the advice of the Governing Circle and the policies and rules of the University.

18. The University will make available to the Centre and its staff all the usual supports available to academic and administrative units, including with regard to communications, external relations,
fund-raising, human resources, finance, information technology, access to information and privacy, and legal matters.

**Continuing Development of the Centre**

19. The University will (and will seek commitments from its Partners to) continually work to improve the Centre by expanding its holdings, resources, partnerships and public education and outreach activities, including by:

   a. encouraging and collecting additional statements from former students, families and staff about residential school experiences and their impacts, ensuring that appropriate consents are obtained and respected and that appropriate health supports are available;

   b. seeking and collecting additional relevant records;

   c. seeking and collecting additional relevant artifacts;

   d. encouraging the development of community narratives;

   e. proactively reviewing records in the archive, and making them available as quickly as possible to the public, as permitted by applicable privacy and other legislation;

   f. seeking out researchers and research funding which will use the Centre as a resource;

   g. ensuring research and publications which use the Centre as a resource provide appropriate credit to the Centre;

   h. creating static and travelling displays and exhibits relating to residential schools;

   i. hosting dialogues on reconciliation;

   j. hosting ceremonies and celebrations of Aboriginal cultures and languages;

   k. public education and engagement;

   l. seeking out grants and other funding supports for the Centre; and

   m. seeking a wide range of partnerships.

20. The University will (and will seek commitments from its Partners to) use all reasonable efforts to ensure that the Centre’s holdings are maintained to the highest current technical, archival, public access and privacy standards, and will seek upgrades to the supporting technologies, facilities and methods as necessary over time.
**Centre Facilities**

21. The University will (and will seek commitments from its Partners to) provide such facilities from its existing infrastructure as are reasonably necessary to fulfil the Purposes, and as resources allow seek new facilities, including for:

   a. preservation of physical records and assets;

   b. electronic storage and access of electronic records;

   c. research activities;

   d. Centre staff;

   e. meetings of the Governing Circle and its committees;

   f. commemorations and museum-like experiential displays about residential schools;

   g. hosting educational activities, meetings, and conferences; and

   h. traditional Aboriginal ceremonies and gatherings, to be held on a regular basis, particularly related to residential schools, those who have been impacted and those who did not survive.

22. The University will (and will seek commitments from its Partners to) seek funding for new public spaces supporting the Centre and its Purposes, including space for displays about residential schools and Aboriginal cultures, space to be available to community groups and suitable for Aboriginal ceremonies, space to facilitate dialogues for reconciliation and conducting public education and community engagement relating to residential schools, Aboriginal rights, cultures and reconciliation.

**Centre Staff**

23. The core staff of the Centre at the University will be employees of the University. Additional staff positions associated with the Centre may be located at Partner agencies or institutions, and will be employees of or otherwise engaged by the Partners.

24. The University is committed to pro-actively seeking Aboriginal students for academic programs and Aboriginal candidates for staff positions across the entire institution, and to providing training, educational opportunities and support to enhance the ability of Aboriginal students and staff to succeed within the University environment. The University will require its Partners to engage in similar equitable hiring and recruitment practices with regard to positions associated with the Centre.
25. The University will consult with the TRC regarding opportunities for TRC staff to move to positions at the University, with the Centre or otherwise, and encourage applications from qualified candidates.

26. The University has or will fund from its own resources and external sources, a number of staff positions whose duties, in whole or major part, will be to support the Centre. These staff positions have an approximate annual salary value of $250,000, and include:

   a. Director;
   b. Head of Research; and
   c. Archivist.

The University will ensure these staff positions (or equivalents) remain funded for a minimum of 10 years, and will use all reasonable efforts to ensure continued funding so long as the positions are deemed necessary for the effective operation of the Centre.

27. The University will (and will work with its Partners to) use reasonable efforts to establish sufficient human resources and pursue funding opportunities to support additional Centre staff positions, including those described in its Proposal or which may otherwise be required to support achieving the Purposes and Objectives. It is acknowledged that in order to make progress toward the Purposes and Objectives at a reasonable pace, the University will need to provide its own staff and seek funding for additional Centre staff, with a variety of skills, experience and abilities.

28. The staffing needs of the Centre will change over time, but it is acknowledged that among the skills initially required will be staff to:

   a. provide communications, public outreach and public education;
   
   b. create, maintain and update the Centre’s web site;
   
   c. edit and redact video recordings to comply with applicable privacy and other laws, and make them available to the public and researchers;
   
   d. review and redact records as necessary to comply with applicable privacy and other laws, and make them available to the public and researchers;
   
   e. seek out additional donations of relevant records from organizations and individuals, including those who were not parties to the Settlement Agreement;
   
   f. seek out additional Partners for the Centre; and
   
   g. engage in fundraising for the Centre.
**Centre Finances**

29. The University will (and will work with its Partners to) make reasonable efforts to provide or raise the funds necessary for the Centre to fulfil the Purposes and Objectives.

30. In addition to its other commitments, the University will seek and collect donations, grants, sponsorships, and other types of funding and support for the Centre, including:

   a. donations from private individuals, corporations, public and private funding agencies and other organizations in support of the Centre’s general operations;

   b. grants and gifts in support of renovating, expanding or constructing facilities which support the Centre;

   c. grants and gifts in support of additional Centre staff positions;

   d. grants and gifts in support of research proposals utilizing the Centre and its resources;

   e. grants and gifts in support of professorships, chairs, and other academic positions dedicated (in whole or in part) to research relevant to residential schools;

   f. grants and gifts in support of scholarships or bursaries for Aboriginal students;

   g. sponsorships for conferences, meeting, displays, exhibits and events which promote understanding and reconciliation; and

   h. commitments from Partners to help support the Centre, both centrally and with regard to specific Partner activities.

**Access and Privacy**

31. Subject to the below, the University will make the Settled Property as accessible to the public as possible.

32. The Mandate requires that the archives be preserved and accessed “subject to and in compliance with applicable privacy and access to information legislation”. To the extent possible under applicable legislation, records among the Settled Property will be made available to the public in an un-redacted form.

33. It is intended that the Settled Property, once under the control of the University, will be subject to *The Freedom of Information and Protection of Privacy Act* (Manitoba) (“FIPPA”), which is substantially equivalent to the federal *Access to Information Act* and *Privacy Act*. The University and the TRC will take all reasonable steps to work with the Government of Manitoba to ensure the records among the Settled Property are subject to FIPPA, and to achieve any new statutes or
amendments to legislation or regulations necessary to ensure that the Settled Property is not less accessible than it would be if it were held at Library and Archives Canada.

34. The Settled Property has not been reviewed by the TRC for the purposes as assessing which records or information can be made publicly accessible under applicable legislation. Upon receipt of the Settled Property, the University will begin the task of reviewing the Settled Property to determine what records and information can be made publicly accessible in both un-redacted and redacted form under applicable legislation as soon as possible, with priority to be given to statements given to the TRC.

35. Those portions of the Settled Property which cannot be made generally accessible to the public may be made available to researchers in accordance with applicable legislation, appropriate ethics and other approvals, and in accordance with the requirements of the University.

36. Certain portions of the Settled Property, including records related to the IAP process under the Settlement Agreement, may be subject to particular confidentiality provisions, imposed by a court of competent jurisdiction, or otherwise. The University will use all reasonable efforts to protect such records in accordance with the confidentiality requirements.

**Intellectual Property**

37. Upon transfer of the Settled Property to the University, the TRC transfers all intellectual property rights, including consents, licences, permissions and Crown copyright, that it has with respect to the Settled Property, including the right to make the information publicly available pursuant to the Settlement Agreement, subject to freedom of information and privacy legislation.

**Centre Partners**

38. The University will continually seek out partnerships with other Aboriginal rights research centres and archives, Aboriginal cultural and educational institutions, Aboriginal organizations, educational institutions, museums, libraries and archives and other interested groups or entities (“Partners”) to help it fulfil the Purposes and Objectives. In so doing, the University will attempt to engage Partners who will:

a. make the Settled Property more accessible and better used throughout all regions of Canada;

b. contribute additional holdings to the Centre archive;

c. facilitate additional oral history and community narratives, research, and reports;

d. support a broad national scope of public education, research, cultural and reconciliation activities;

e. be inclusive of a wide variety of individuals and groups;
f. assist the Centre in serving the public in a variety of indigenous languages and English and French; and

g. fulfill regional or community needs and desires related to residential school research, education, and reconciliation.

39. Potential Partners will be invited to enter into a contractual relationship with the University, which at a minimum, will impose the obligations on the Partner described in Schedule “A”.

40. The University will ensure that Partners are aware of the terms of the Trust Deed and this Administrative Agreement, and that all contractual relationships with Partners are consistent with these documents. Any inconsistency between a Partner contract and the Trust Deed or Administrative Agreement will be resolved in favour of the Trust Deed or Administrative Agreement.

Naming of the Centre

41. The University, in consultation with its Original Proposal Partners and the TRC Commissioners, will engage in a thoughtful naming process for the Centre, which will include:

a. conducting a survey of Canadian Aboriginal languages for the words associated with archives, libraries, research, reconciliation, resilience, survival, and other relevant concepts, with a view to drawing inspiration from this survey for the naming of the Centre;

b. conducting a survey of the names of international research centres with similar purposes;

c. consulting elders representing a variety of Aboriginal cultures, and parties to the Settlement Agreement; and

d. hosting a thoughtful and appropriate naming and opening ceremony.

42. The naming of the Centre shall be subject to the approval of the University’s Board of Governors, in accordance with its policy on the Naming of Academic Units (as amended from time to time).

43. The naming of any facilities in which the Centre is located shall be subject to the approval of the University’s Board of Governors, in accordance with its policy on the Naming of Buildings, Part of Buildings and Spaces (as amended from time to time).

Term and Termination

44. This Agreement will continue in force, and be terminated only upon the termination of the Deed, in accordance with its terms.
General Terms

45. The recitals form an integral part of this Agreement. Headings are for convenience only, and do not form part of the terms of this Agreement.

46. Should any part of this Agreement be found to be illegal or unenforceable, such part shall be severed from the Agreement, and the rest remain in full force and effect, providing that the substantive intent of the Agreement is preserved.

47. This Agreement shall be governed by the applicable laws of the Province of Manitoba and Canada.

48. This Agreement and the Trust Deed shall be public documents.
IN WITNESS WHEREOF the parties have executed this Agreement by their authorized signing officers as of the day and year first written above, and in the presence of the undersigned witnesses.

Signed before me at the City of Winnipeg, in the Province of Manitoba this 21st day of June, 2013.

The Honourable Gregory Selinger

Mr. Larry Phillip Fontaine

Ms. Florence Paytner

Ms. Levinia Brown

Mr. John Morrisseau

Mr. Justice Murray Sinclair, Chair

Chief Wilton Littlechild, Commissioner

Dr. Marie Wilson, Commissioner

Dr. David T. Barnard, President and Vice-Chancellor

Dr. Digvir Jayas, Vice-President (Research and International)
Each potential Partner will be invited to enter into a contractual agreement with the University, in which the Partner will be asked to commit to undertake activities supportive of the Purposes and Objectives in one or more of the following three areas:

A. Archival Activities

- Seeking out and collecting additional relevant documents;
- Seeking out and collecting additional relevant artifacts;
- Assisting with organization, cataloging and archiving of records to support regional and community needs and desires related to research, education and reconciliation;
- Assisting with transcription of oral records; and
- Assisting with the review and redaction of records for the purposes of complying with privacy legislation.

B. Research Activities

- Making available electronic access to the archives;
- Funding or seeking funding for research projects relating to the Purposes and Objectives;
- Funding or seeking funding in support of professorships, chairs, and other academic positions dedicated (in whole or in part) to research relevant to the Purposes and Objectives;
- Funding or seeking funding in support of student scholarships for study and research relevant to the Purposes and Objectives;
- Participation in research networks related to the Purposes and Objectives; and
- Planning and hosting academic workshops and conferences;
- Encouraging and developing materials for the incorporation of Aboriginal history, rights and cultures into the curriculum of educational institutions;
- Encouraging and collecting additional statements from former students, families and staff;
- Encouraging the development of community narratives;
- Encouraging the publication of books and collections;
- Assisting in administration of researcher access to the Centre subject to applicable legislation; and
- Assisting in ethics reviews of research proposals.

C. Public Engagement, Education and Reconciliation Activities

- Creating and hosting permanent or special exhibits and displays; and
- Planning and hosting special events and ceremonies relevant to the Purposes and Objectives;

Partners will indicate the focus of their activities as either being on a national scope, or in regard to a more limited region or community, or both.
Partners must pledge to follow equitable hiring practices with regard to those who will be involved in Partner activities, and to seek out qualified Aboriginal candidates.

Partners will be eligible to have representatives nominated to the Governing Circle.

Partners will be required to comply with applicable laws, policies and rules, including with regard to access and privacy, as well as research ethics and other approvals.

The participation of Partners will be for a limited term and/or reviewable by the Governing Circle and the University. Partners will be expected to materially contribute to the Purposes on an ongoing basis in order to maintain their status.

Only Partners in good standing shall be entitled to use Centre or TRC naming or branding. A Partner in good standing is a Partner with a signed agreement with the University and who is in compliance with the obligations and commitments set out in such agreement.