



Truth and
Reconciliation
Commission of Canada

Commission de
vérité et
réconciliation
du Canada

CENTRE FOR TRUTH AND RECONCILIATION TRUST DEED



UNIVERSITY
OF MANITOBA

**CENTRE FOR TRUTH AND RECONCILIATION
TRUST DEED**

BETWEEN:

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

and

The University of Manitoba
as trustee (the “University”)

WHEREAS:

- A. The TRC is created pursuant to the *Indian Residential Schools Settlement Agreement* dated May 8, 2006 (the “Settlement Agreement”) and subsequent federal Orders-in-Council;
- B. The University is a post-secondary educational institution created by the Legislature of the Province of Manitoba, pursuant to *The University of Manitoba Act* (Manitoba);
- C. The Settlement Agreement, through its *Schedule “N”*, establishes a “Mandate for the Truth and Reconciliation Commission” (the “Mandate”), a copy of which is attached as Schedule “A”;
- D. The Mandate states that “the Commissioners are authorized and required in the public interest to archive all such documents, materials, and transcripts or recordings of statements received, in a manner that will ensure their preservation and accessibility to the public and in accordance with access and privacy legislation, and any other applicable legislation”; that “all materials collected through this process should be accessible to the public” after “taking into account the relevant law and any recommendations by the Commission concerning continued confidentiality”; and directs the TRC to establish a National Research Centre, which this Deed refers to as the Centre for Truth and Reconciliation (the “Centre”), which will “ensure the preservation of its archives” and “be accessible to former students, their families and communities, the general public, researchers and educators”;
- E. The Mandate further directs that “all individual statements are of equal importance, even if these statements are delivered after the completion of the report” and “anyone affected by the IRS legacy will be permitted to file a personal statement in the research centre with no time limitation”;
- F. The Mandate further directs that, “insofar as agreed to by the individuals affected and as permitted by process requirements, information from the Independent Assessment Process

("IAP"), existing litigation and dispute resolution processes may be transferred to the Commission for research and archiving purposes"; and *Schedule "D"* of the Settlement Agreement, paragraph "o" states that in the IAP "Claimants will also be given the option of having the transcript deposited in an archive developed for the purpose"; and it is the intention of the settlor and the trustee that the Centre be recognized as an "archive developed for the purpose";

- G. The TRC and the University intend for the Centre to respect any conditions of confidentiality relating to IAP records that may be established by a court of competent jurisdiction, or otherwise be agreed by the TRC and University;
- H. The TRC and the University intend for the Centre to ensure that all materials created or received by the Centre shall, in accordance with the Settlement Agreement, "be archived with a purpose and tradition in keeping with the objectives and spirit of the Commission's work";
- I. The TRC intends to provide to the University all of the records it has collected or created through its work, including survivor statements and artifacts, as well as any of its physical assets which may be of use to the University (the "Settled Property");
- J. The University intends to continue to add to the Settled Property even after the TRC mandate has expired through the continued collection of individual statements and the collection of records from the parties to the Settlement Agreement and others;
- K. The TRC, as settlor, wishes to establish the Centre with the University through the creation of a trust for the benefit of the people of Canada, and intends to transfer to the University, as trustee, the Settled Property;
- L. The University, as trustee, has agreed to hold and deal with the Settled Property pursuant to the conditions of trust set out herein.

NOW THEREFORE this Deed witnesses that the TRC, as settlor, hereby declares that the Settled Property will be transferred to the University, as trustee, to be held on the following conditions of trust:

Definitions

1. "Aboriginal" means the indigenous peoples and individuals of Canada, including First Nations, Inuit, and Métis peoples.
2. "Administration Agreement" means the separate administrative agreement between the TRC and the University setting out details concerning the administration and operation of the Centre.
3. "Centre" means the Centre for Truth and Reconciliation, or national research centre on Indian Residential Schools, or such other name as may be chosen, which is to be established by the TRC pursuant to its Mandate.

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4. “Governing Circle” means the Governing Circle established pursuant to the Administration Agreement, which will provide guidance in the operation of the Centre.
 5. “Mandate” means the mandate of the TRC, as set out in *Schedule “N”* of the Settlement Agreement, and attached hereto as Schedule “A”.
 6. “Purposes” means the purposes of the trust established through this Deed, as set out herein.
 7. “Settled Property” has the meaning assigned in the recitals, and includes any other property which the TRC, the University, or any other person may subsequently donate or otherwise transfer to the Centre.
 8. “Settlement Agreement” means the *Indian Residential Schools Settlement Agreement* dated May 8, 2006.

Purpose of the Trust

9. The University shall use and preserve the Settled Property exclusively for the following purposes (the “Purposes”):
 - a. to ensure the preservation of the TRC’s archives and other materials relating to residential schools;
 - b. to make the materials accessible to former students, their families and communities, the general public, researchers and educators, in accordance with access and privacy legislation, and any other applicable legislation; and
 - c. to promote engagement of the public regarding residential schools and other Aboriginal issues, including through the fostering of understanding and reconciliation.

Transfer of Settled Property

10. The Settled Property shall be transferred to the University at such times as agreed between the TRC and the University.
11. Any additional assets, including survivor statements, historical records, documents and artifacts, subsequently collected by the University for inclusion in the Centre, from any source, will be added to and form a part of the Settled Property for the purposes of interpreting this Deed.

Powers of Trustee

12. In addition to any other powers and discretions conferred upon the University, as trustee, under *The Trustee Act* (Manitoba) or other applicable law, and provided that at all times the University remains the trustee and the Settled Property is protected by access to information and privacy legislation, the University shall have full authority to enter into any transactions or do any acts that the University, in its unfettered discretion, deems advisable to help achieve the Purposes, including:
 - a. acquire additional property to be added to the Settled Property;
 - b. engage with other persons and organizations as partners in managing the Settled Property, for the furtherance of the Purposes;
 - c. lend portions of the Settled Property to other persons and organizations, for the furtherance of the Purposes;
 - d. earn income or collect fees related to the use of the Settled Property, so long as the income is reinvested exclusively for the support of the Centre;
 - e. register the University's ownership rights, as trustee, in any of the Settled Property; and
 - f. dispose of portions of the Settled Property which are duplicate, redundant, or of little or no archival value.
13. The University, as trustee, shall develop policies to guide the exercise of its powers and discretions, and shall seek advice from the Governing Circle in the development of such policies and in the exercise of the University's powers and discretions.
14. The University, as trustee, when exercising its powers and discretions, shall demonstrate respect for Aboriginal protocols and ceremonies in relation to Aboriginal sacred objects and ethics relating to Aboriginal research.

Restrictions on Trustee

15. The University, as trustee, may not:
 - a. sell or otherwise dispose of for consideration any portion of the Settled Property; or
 - b. pay to itself any fees for the management of the Settled Property through the depletion of the Settled Property.

Trust Irrevocable

16. This Deed and the settlement of property hereunder are irrevocable.
17. It is the intention of this Deed to establish the Centre as a resource for the benefit of the people of Canada, in perpetuity.

Termination of Trust

18. Should, no earlier than 10 years from the date of this Deed, and after consulting the Governing Circle, the University become unwilling or unable to continue to host the Centre, the University may transfer the Settled Property to another entity on conditions of trust substantially similar to those contained in this Deed. Pursuant to s.9 of *The Trustee Act* (Manitoba), as amended from time to time, the University shall apply to the Manitoba Court of Queen's Bench for approval of a substitute trustee, and advice and direction on the appropriate transfer of the Settled Property. The University shall give reasonable notice of any application to all partners of the Centre, the Assembly of First Nations, the Inuit Tapiriit Kanatami, the Government of Canada and to the senior offices of the United Church of Canada, Anglican Church of Canada, Presbyterian Church in Canada and the Roman Catholic Church. This Deed shall terminate upon the complete transfer of all Settled Property.

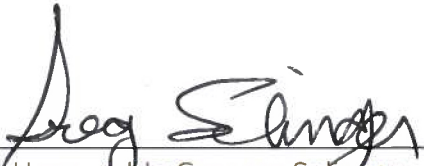
General Terms

19. The recitals form an integral part of this Deed. Headings are for convenience only, and do not form part of the terms of this Deed.
20. Should any part of this Deed be found to be illegal or unenforceable, such part shall be severed from the Deed, and the rest remain in full force and effect, providing that the substantive intent of the Deed is preserved.
21. Should, at some time in the future, it become impossible or impractical for the University to follow or comply with the terms of this Deed, the University may apply to the courts of Manitoba to vary the trust, in accordance with the relevant provisions of *The Trustee Act* (Manitoba), provided notice of any application is given as set out in article 18.
22. This Deed shall be governed by the applicable laws of the Province of Manitoba and Canada. This Deed is subject to *The Trustee Act* (Manitoba), which provides that “any person creating” the trust or “any person beneficially interested” in the trust may apply for an appropriate order to be determined by a court of Manitoba.

IN WITNESS WHEREOF the settlor and trustee have executed this Deed by their authorized signing officers as of the day and year first written above, and in the presence of the undersigned witnesses.

SIGNED SEALED AND DELIVERED, in the presence of:

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

Truth and Reconciliation Commission of Canada
Per:


Mr. Justice Murray Sinclair, Chair


Chief Wilton Littlechild, Commissioner


Dr. Marie Wilson, Commissioner

The University of Manitoba
Per:


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


Dr. Digvir Jayas,
Vice-President (Research and International)

Schedule "A"

MANDATE OF THE TRUTH AND RECONCILIATION COMMISSION

See attached.

SCHEDULE “N”

MANDATE FOR THE TRUTH AND RECONCILIATION COMMISSION

There is an emerging and compelling desire to put the events of the past behind us so that we can work towards a stronger and healthier future. The truth telling and reconciliation process as part of an overall holistic and comprehensive response to the Indian Residential School legacy is a sincere indication and acknowledgment of the injustices and harms experienced by Aboriginal people and the need for continued healing. This is a profound commitment to establishing new relationships embedded in mutual recognition and respect that will forge a brighter future. The truth of our common experiences will help set our spirits free and pave the way to reconciliation.

Principles

Through the Agreement, the Parties have agreed that an historic Truth and Reconciliation Commission will be established to contribute to truth, healing and reconciliation.

The Truth and Reconciliation Commission will build upon the “Statement of Reconciliation” dated January 7, 1998 and the principles developed by the Working Group on Truth and Reconciliation and of the Exploratory Dialogues (1998-1999). These principles are as follows: accessible; victim-centered; confidentiality (if required by the former student); do no harm; health and safety of participants; representative; public/transparent; accountable; open and honourable process; comprehensive; inclusive, educational, holistic, just and fair; respectful; voluntary; flexible; and forward looking in terms of rebuilding and renewing Aboriginal relationships and the relationship between Aboriginal and non-Aboriginal Canadians.

Reconciliation is an ongoing individual and collective process, and will require commitment from all those affected including First Nations, Inuit and Métis former Indian Residential School (IRS) students, their families, communities, religious entities, former school employees, government and the people of Canada. Reconciliation may occur between any of the above groups.

Terms of Reference

1. Goals

The goals of the Commission shall be to:

- (a) Acknowledge Residential School experiences, impacts and consequences;
- (b) Provide a holistic, culturally appropriate and safe setting for former students, their families and communities as they come forward to the Commission;
- (c) Witness¹, support, promote and facilitate truth and reconciliation events at both the national and community levels;
- (d) Promote awareness and public education of Canadians about the IRS system and its impacts;

¹ This refers to the Aboriginal principle of “witnessing”.

- (e) Identify sources and create as complete an historical record as possible of the IRS system and legacy. The record shall be preserved and made accessible to the public for future study and use;
- (f) Produce and submit to the Parties of the Agreement² a report including recommendations³ to the Government of Canada concerning the IRS system and experience including: the history, purpose, operation and supervision of the IRS system, the effect and consequences of IRS (including systemic harms, intergenerational consequences and the impact on human dignity) and the ongoing legacy of the residential schools;
- (g) Support commemoration of former Indian Residential School students and their families in accordance with the Commemoration Policy Directive (Schedule “X” of the Agreement).

2. Establishment, Powers, Duties and Procedures of the Commission

The Truth and Reconciliation Commission shall be established by the appointment of “the Commissioners” by the Federal Government through an Order in Council, pursuant to special appointment regulations.

Pursuant to the Court-approved final settlement agreement and the class action judgments, the Commissioners:

- (a) in fulfilling their Truth and Reconciliation Mandate, are authorized to receive statements and documents from former students, their families, community and all other interested participants, and, subject to (f), (g) and (h) below, make use of all documents and materials produced by the parties. Further, the Commissioners are authorized and required in the public interest to archive all such documents, materials, and transcripts or recordings of statements received, in a manner that will ensure their preservation and accessibility to the public and in accordance with access and privacy legislation, and any other applicable legislation;
- (b) shall not hold formal hearings, nor act as a public inquiry, nor conduct a formal legal process;
- (c) shall not possess subpoena powers, and do not have powers to compel attendance or participation in any of its activities or events. Participation in all Commission events and activities is entirely voluntary;
- (d) may adopt any informal procedures or methods they may consider expedient for the proper conduct of the Commission events and activities, so long as they remain consistent with the goals and provisions set out in the Commission’s mandate statement;

2. The Government of Canada undertakes to provide for wider dissemination of the report pursuant to the recommendations of the Commissioners.

3. The Commission may make recommendations for such further measures as it considers necessary for the fulfillment of the Truth and Reconciliation Mandate and goals.

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- (e) may, at its discretion, hold sessions in camera, or require that sessions be held in camera;
 - (f) shall perform their duties in holding events, in activities, in public meetings, in consultations, in making public statements, and in making their report and recommendations without making any findings or expressing any conclusion or recommendation, regarding the misconduct of any person, unless such findings or information has already been established through legal proceedings, by admission, or by public disclosure by the individual. Further, the Commission shall not make any reference in any of its activities or in its report or recommendations to the possible civil or criminal liability of any person or organization, unless such findings or information about the individual or institution has already been established through legal proceedings;
 - (g) shall not, except as required by law, use or permit access to statements made by individuals during any of the Commissions events, activities or processes, except with the express consent of the individual and only for the sole purpose and extent for which the consent is granted;
 - (h) shall not name names in their events, activities, public statements, report or recommendations, or make use of personal information or of statements made which identify a person, without the express consent of that individual, unless that information and/or the identity of the person so identified has already been established through legal proceedings, by admission, or by public disclosure by that individual. Other information that could be used to identify individuals shall be anonymized to the extent possible;
 - (i) notwithstanding (e), shall require in camera proceedings for the taking of any statement that contains names or other identifying information of persons alleged by the person making the statement of some wrong doing, unless the person named or identified has been convicted for the alleged wrong doing. The Commissioners shall not record the names of persons so identified, unless the person named or identified has been convicted for the alleged wrong doing. Other information that could be used to identify said individuals shall be anonymized to the extent possible;
 - (j) shall not, except as required by law, provide to any other proceeding, or for any other use, any personal information, statement made by the individual or any information identifying any person, without that individual's express consent;
 - (k) shall ensure that the conduct of the Commission and its activities do not jeopardize any legal proceeding;
 - (l) may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

3. Responsibilities

In keeping with the powers and duties of the Commission, as enumerated in section 2 above, the Commission shall have the following responsibilities:

- (a) to employ interdisciplinary, social sciences, historical, oral traditional and archival methodologies for statement-taking, historical fact-finding and analysis, report-writing, knowledge management and archiving;
- (b) to adopt methods and procedures which it deems necessary to achieve its goals;
- (c) to engage the services of such persons including experts, which it deems necessary to achieve its goals;
- (d) to establish a research centre and ensure the preservation of its archives;
- (e) to have available the use of such facilities and equipment as is required, within the limits of appropriate guidelines and rules;
- (f) to hold such events and give such notices as appropriate. This shall include such significant ceremonies as the Commission sees fit during and at the conclusion of the 5 year process;
- (g) to prepare a report;
- (h) to have the report translated in the two official languages of Canada and all or parts of the report in such Aboriginal languages as determined by the Commissioners;
- (i) to evaluate commemoration proposals in line with the Commemoration Policy Directive (Schedule “J” of the Agreement).

4. Exercise of Duties

As the Commission is not to act as a public inquiry or to conduct a formal legal process, it will, therefore, not duplicate in whole or in part the function of criminal investigations, the Independent Assessment Process, court actions, or make recommendations on matters already covered in the Agreement. In the exercise of its powers the Commission shall recognize:

- (a) the unique experiences of First Nations, Inuit and Métis former IRS students, and will conduct its activities, hold its events, and prepare its Report and Recommendations in a manner that reflects and recognizes The unique experiences of all former IRS students;
- (b) that the truth and reconciliation process is committed to the principle of voluntariness with respect to individuals’ participation;
- (c) that it will build upon the work of past and existing processes, archival records, resources and documentation, including the work and records of the *Royal Commission on Aboriginal Peoples* of 1996;

- (d) the significance of Aboriginal oral and legal traditions in its activities;
- (e) that as part of the overall holistic approach to reconciliation and healing, the Commission should reasonably coordinate with other initiatives under the Agreement and shall acknowledge links to other aspects of the Agreement such that the overall goals of reconciliation will be promoted;
- (f) that all individual statements are of equal importance, even if these statements are delivered after the completion of the report;
- (g) that there shall be an emphasis on both information collection/storage and information analysis.

5. Membership

The Commission shall consist of an appointed Chairperson and two Commissioners, who shall be persons of recognized integrity, stature and respect.

- (a) Consideration should be given to at least one of the three members being an Aboriginal person;
- (b) Appointments shall be made out of a pool of candidates nominated by former students, Aboriginal organizations, churches and government;
- (c) The Assembly of First Nations (AFN) shall be consulted in making the final decision as to the appointment of the Commissioners.

6. Secretariat

The Commission shall operate through a central Secretariat.

- (a) There shall be an Executive Director in charge of the operation of the Commission who shall select and engage staff and regional liaisons;
- (b) The Executive Director and the Secretariat shall be subject to the direction and control of the Commissioners;
- (c) The Secretariat shall be responsible for the activities of the Commission such as:
 - (i) research;
 - (ii) event organization;
 - (iii) statement taking/truth-sharing;
 - (iv) obtaining documents;
 - (v) information management of the Commission's documents;
 - (vi) production of the report;

- (vii) ensuring the preservation of its records;
- (viii) evaluation of the Commemoration Policy Directive proposals.
- (d) The Executive Director and Commissioners shall consult with the Indian Residential School Survivor Committee on the appointment of the Regional Liaisons.
- (e) Regional liaisons shall:
 - (i) act as knowledge conduits and promote sharing of knowledge among communities, individuals and the Commission;
 - (ii) provide a link between the national body and communities for the purpose of coordinating national and community events;
 - (iii) provide information to and assist communities as they plan truth and reconciliation events, coordinate statement-taking/truth-sharing and event-recording, and facilitate information flow from the communities to the Commission.

7. Indian Residential School Survivor Committee (IRSSC)

The Commission shall be assisted by an Indian Residential School Survivor Committee (IRSSC).

- (a) The Committee shall be composed of 10 representatives drawn from various Aboriginal organizations and survivor groups. Representation shall be regional, reflecting the population distribution of Indian Residential Schools (as defined in the Agreement). The majority of the representatives shall be former residential school students;
- (b) Members of the Committee shall be selected by the Federal Government, in consultation with the AFN, from a pool of eligible candidates developed by the stakeholders;
- (c) Committee members are responsible for providing advice to the Commissioners on:
 - (i) the characteristics of a “community” for the purposes of participation in the Commission processes;
 - (ii) the criteria for the community and national processes;
 - (iii) the evaluation of Commemoration Policy Directive proposals;
 - (iv) such other issues as are required by the Commissioners.

8. Timeframe

The Commission shall complete its work within five years. Within that five year span, there are two timelines:

Two Year Timeline

- (a) Preparation of a budget within three months from being launched, under the budgetary cap provision in the Agreement;
- (b) Completion of all national events, and research and production of the report on historic findings and recommendations, within two years of the launch of the Commission, with the possibility of a 6 month extension, which shall be at the discretion of the Commissioners.

Five Year Timeline

- (a) Completion of the community truth and reconciliation events, statement taking/truth sharing, reporting to the Commission from communities, and closing ceremonies;
- (b) Establishment of a research centre.

9. Research

The Commission shall conduct such research, receive and take such statements and consider such documents as it deems necessary for the purpose of achieving its goals.

10. Events

There are three essential event components to the Truth and Reconciliation Commission: National Events, Community Events and Individual Statement-Taking/Truth Sharing. The Truth and Reconciliation process will be concluded with a final Closing Ceremony.

(A) National Events

The national events are a mechanism through which the truth and reconciliation process will engage the Canadian public and provide education about the IRS system, the experience of former students and their families, and the ongoing legacies of the institutions.

The Commission shall fund and host seven national events in different regions across the country for the purpose of:

- (a) sharing information with/from the communities;
- (b) supporting and facilitating the self empowerment of former IRS students and those affected by the IRS legacy;
- (c) providing a context and meaning for the Common Experience Payment;
- (d) engaging and educating the public through mass communications;
- (e) otherwise achieving its goals.

The Commission shall, in designing the events, include in its consideration the history and demographics of the IRS system.

National events should include the following common components:

- (f) an opportunity for a sample number of former students and families to share their experiences;
- (g) an opportunity for some communities in the regions to share their experiences as they relate to the impacts on communities and to share insights from their community reconciliation processes;
- (h) an opportunity for participation and sharing of information and knowledge among former students, their families, communities, experts, church and government officials, institutions and the Canadian public;
- (i) ceremonial transfer of knowledge through the passing of individual statement transcripts or community reports/statements. The Commission shall recognize that ownership over IRS experiences rests with those affected by the Indian Residential School legacy;
- (j) analysis of the short and long term legacy of the IRS system on individuals, communities, groups, institutions and Canadian society including the intergenerational impacts of the IRS system;
- (k) participation of high level government and church officials;
- (l) health supports and trauma experts during and after the ceremony for all participants.

(B) Community Events

It is intended that the community events will be designed by communities and respond to the needs of the former students, their families and those affected by the IRS legacy including the special needs of those communities where Indian Residential Schools were located.

The community events are for the purpose of:

- (a) acknowledging the capacity of communities to develop reconciliation practices;
- (b) developing collective community narratives about the impact of the IRS system on former students, families and communities;
- (c) involving church, former school employees and government officials in the reconciliation process, if requested by communities;
- (d) creating a record or statement of community narratives – including truths, insights and recommendations - for use in the historical research and report, national events, and for inclusion in the research centre;

- (e) educating the public and fostering better relationships with local communities;
- (f) allowing for the participation from high level government and church officials, if requested by communities;
- (g) respecting the goal of witnessing in accordance with Aboriginal principles.

The Commission, during the first stages of the process in consultation with the IRSSC, shall develop the core criteria and values consistent with the Commission's mandate that will guide the community processes.

Within these parameters communities may submit plans for reconciliation processes to the Commission and receive funding for the processes within the limits of the Commission's budgetary capacity.

(C) Individual Statement-Taking/Truth Sharing

The Commission shall coordinate the collection of individual statements by written, electronic or other appropriate means. Notwithstanding the five year mandate, anyone affected by the IRS legacy will be permitted to file a personal statement in the research centre with no time limitation.

The Commission shall provide a safe, supportive and sensitive environment for individual statement-taking/truth sharing.

The Commission shall not use or permit access to an individual's statement made in any Commission processes, except with the express consent of the individual.

(D) Closing Ceremony

The Commission shall hold a closing ceremony at the end of its mandate to recognize the significance of all events over the life of the Commission. The closing ceremony shall have the participation of high level church and government officials.

11. Access to Relevant Information

In order to ensure the efficacy of the truth and reconciliation process, Canada and the churches will provide all relevant documents in their possession or control to and for the use of the Truth and Reconciliation Commission, subject to the privacy interests of an individual as provided by applicable privacy legislation, and subject to and in compliance with applicable privacy and access to information legislation, and except for those documents for which solicitor-client privilege applies and is asserted.

In cases where privacy interests of an individual exist, and subject to and in compliance with applicable privacy legislation and access to information legislation, researchers for the Commission shall have access to the documents, provided privacy is protected. In cases where solicitor-client privilege is asserted, the asserting party will provide a list of all documents for which the privilege is claimed.

Canada and the churches are not required to give up possession of their original documents to the Commission. They are required to compile all relevant documents in an organized manner

for review by the Commission and to provide access to their archives for the Commission to carry out its mandate. Provision of documents does not require provision of original documents. Originals or true copies may be provided or originals may be provided temporarily for copying purposes if the original documents are not to be housed with the Commission.

Insofar as agreed to by the individuals affected and as permitted by process requirements, information from the Independent Assessment Process (IAP), existing litigation and Dispute Resolution processes may be transferred to the Commission for research and archiving purposes.

12. National Research Centre

A research centre shall be established, in a manner and to the extent that the Commission's budget makes possible. It shall be accessible to former students, their families and communities, the general public, researchers and educators who wish to include this historic material in curricula. For the duration of the term of its mandate, the Commission shall ensure that all materials created or received pursuant to this mandate shall be preserved and archived with a purpose and tradition in keeping with the objectives and spirit of the Commission's work.

The Commission shall use such methods and engage in such partnerships with experts, such as Library and Archives Canada, as are necessary to preserve and maintain the materials and documents. To the extent feasible and taking into account the relevant law and any recommendations by the Commission concerning the continued confidentiality of records, all materials collected through this process should be accessible to the public.

13. Privacy

The Commission shall respect privacy laws, and the confidentiality concerns of participants. For greater certainty:

- (a) any involvement in public events shall be voluntary;
- (b) notwithstanding 2(i), the national events shall be public or in special circumstances, at the discretion of the Commissioners, information may be taken in camera;
- (c) the community events shall be private or public, depending upon the design provided by the community;
- (d) if an individual requests that a statement be taken privately, the Commission shall accommodate;
- (e) documents shall be archived in accordance with legislation.

14. Budget and Resources

The Commission shall prepare a budget within the first three months of its mandate and submit it to the Minister of Indian Residential Schools Resolution Canada for approval. Upon approval of its budget, it will have full authority to make decisions on spending, within the limits of, and in accordance with, its Mandate, its establishing Order in Council, Treasury Board policies, available funds, and its budgetary capacity.

The Commission shall ensure that there are sufficient resources allocated to the community events over the five year period. The Commission shall also ensure that a portion of the budget is set aside for individual statement-taking/truth sharing and to archive the Commission's records and information.

Institutional parties shall bear the cost of participation and attendance in Commission events and community events, as well as provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.