

**AGREEMENT RESPECTING FUNDING FOR FIRST NATION REPRESENTATIVE  
SERVICES OFF-RESERVE IN ONTARIO**

among

**HIS MAJESTY THE KING IN RIGHT OF CANADA**

**As represented by the Minister of Indigenous Services**

(hereinafter “Canada”)

and

**CHIEFS OF ONTARIO**

(hereinafter “COO”)

and

**NISHNAWBE ASKI NATION**

(hereinafter “NAN”)

## RECITALS

**WHEREAS** Canada is of the view that funding for First Nation Representative Services off-reserve in Ontario is the responsibility of the Government of Ontario;

**AND WHEREAS** the Government of Ontario does not currently provide funding to First Nations for the provision of First Nation Representative Services;

**AND RECOGNIZING** the value and importance of First Nation Representative Services to First Nations and their citizens;

**NOW THEREFORE**, in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

### ARTICLE 1 – INTERPRETATION

#### 1.01 Definitions

- (1) The following definitions apply to this Agreement:
- (a) **“1965 Agreement”** means *The Memorandum of Agreement Respecting Welfare Programs for Indians* entered into between Ontario and Canada, as amended.
  - (b) **“Agreement”** means this Agreement Respecting Funding for First Nation Representative Services Off-Reserve in Ontario.
  - (c) **“Agreement-in-Principle”** means the Agreement-in-Principle on Long-Term Reform of the First Nations Child and Family Services Program and Jordan’s Principle executed between the Assembly of First Nations, the First Nations Child and Family Caring Society of Canada, Canada, COO and NAN dated December 31, 2021.
  - (d) **“Days”** means calendar days.
  - (e) **“First Nation”** means a “band” as defined in subsection 2(1) of the *Indian Act*, RSC, 1985, C I-5, as amended, that is located in Ontario.
  - (f) **“First Nation Representative Services”** (sometimes referred to as Band Representative Services) means the services delivered by a First Nation Representative, which are advocates for First Nations in matters relating to the delivery of services to their citizens by a child welfare agency.
  - (g) **“FNCFS Program”** means the First Nations Child and Family Services Program, provided by the Minister of Indigenous Services as authorized by the *Department of Indigenous Services Act*, S.C.

2019, c. 29, s. 336, or any successor legislation, and which provides funding for and direction in the delivery of child and family services to support the safety and well-being of First Nations children, youth, and families, ordinarily resident of a reserve, or any successor federal program or policy.

- (h) **“ISC”** means Indigenous Services Canada and any successor department thereto.
- (i) **“Ontario”** means the province of Ontario.
- (j) **“Parties”** means Canada, COO, and NAN.

## **ARTICLE 2 – OFF-RESERVE FIRST NATION REPRESENTATIVE SERVICES**

- 2.01 COO, NAN, and Canada recognize the value and importance of First Nation Representative Services.
- 2.02 Canada is of the view that funding First Nation Representative Services off-reserve in Ontario is the responsibility of the Government of Ontario.
- 2.03 COO, NAN, and Canada shall approach the Government of Ontario together to seek provincial funding for First Nation Representative Services off-reserve and will use the opportunity of discussions on reforming the 1965 Agreement to raise First Nation Representative Services funding as a significant priority.
- 2.04 In order to provide time for negotiations with the Government of Ontario and outside of the FNCFS Program, Canada shall fund First Nations in Ontario at their actual costs for the provision of First Nation Representative Services to First Nations children and families residing off-reserve until March 31, 2027 based on the criteria set out in paragraph 2.05, or an earlier date on which the Government of Ontario begins to fund First Nation Representative Services for First Nations children and families residing off-reserve.
- 2.05 The FNCFS Program’s terms and conditions for First Nation Representative Services on-reserve will apply to First Nation Representative Services off-reserve, except the requirement that the recipient of services reside on-reserve. Funding requests for First Nation Representative Services off-reserve in Ontario will include appropriate supporting documentation to demonstrate that requested funding is reasonable and consistent with the principle of substantive equality.
- 2.06 Notwithstanding paragraph 2.05, ISC may issue further guidance or other documents that set out how it will assess funding requests for First Nation Representative Services off-reserve.
- 2.07 ISC will assess funding claims within 21 days of receiving a complete application in accordance with paragraphs 2.05 and 2.06.

- 2.08 Funding for First Nation Representative Services off-reserve will not be part of the FNCFS Program.

### **ARTICLE 3 – TERM**

- 3.01 This Agreement is effective as of April 1, 2025, and shall terminate on March 31, 2027, unless the Parties agree to another date.

### **ARTICLE 4 – GENERAL**

- 4.01 This Agreement, including all appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings, commitments and agreements between the Parties, including the Agreement-in-Principle. There are no representations, warranties, terms, conditions, undertakings, covenants, or collateral agreements, express, implied, or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.
- 4.02 The provisions of this Agreement will be governed by, and be interpreted in accordance with, the laws of Ontario and the laws of Canada.
- 4.03 The Parties may only amend the terms of this Agreement upon unanimous consent in writing.
- 4.04 Any funding commitment made by Canada under this Agreement is subject to the terms of the funding agreement through which the funding is provided.
- 4.05 Any and all funding commitments by Canada or amendments agreed to by the Parties in this Agreement remain subject to annual appropriation by the Parliament of Canada, as required, or other necessary approval processes required by the Government of Canada.
- 4.06 Save as may otherwise be agreed between the Parties, the Parties shall keep confidential the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to this Agreement.
- 4.07 Any information provided, created, or obtained in the course of implementing this Agreement shall be kept confidential and shall not be used for any purpose other than as set out in this Agreement, unless otherwise agreed by the Parties or as required by law.
- 4.08 The Parties acknowledge that documents, communications, and records relating to the Agreement may be subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) as amended from time to time or other related legislation or legal obligations.

- 4.09 Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa.
- 4.10 The division of this Agreement into articles, sections, and paragraphs, and the insertion of headings are for reference only and shall not affect the interpretation of this Agreement.
- 4.11 This Agreement may be signed in identical counterparts, each of which constitutes an original, and such counterparts taken together will constitute one agreement. The signatures of the Parties need not appear on the same counterpart, and executed counterparts may be delivered by facsimile or in electronically scanned form by electronic mail.