

SCHEDULE “O-2”

AMENDING AGREEMENT

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2006

Between

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

and

THE ANGLICAN ENTITIES LISTED IN SCHEDULE A TO THIS AGREEMENT
(herein after referred to as the “Anglican Entities”)

and

THE ANGLICAN CHURCH OF CANADA RESOLUTION CORPORATION
(hereinafter referred to as the “Corporation”)

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

AND WHEREAS the Government and the Anglican Entities are parties to an Agreement in Principle between themselves, plaintiffs, the AFN and certain other religious denominations, dated November 20, 2005 concerning the resolution of the legacy of the Indian Residential Schools;

AND WHEREAS the Government and certain of the Anglican Entities entered into a Settlement Agreement (the Anglican Settlement Agreement) on March 11, 2003, and the Government and other Anglican Entities entered into Contribution and Cooperation Agreements and General Synod Support Agreements on or about the same date;

AND WHEREAS Section 8.1 of the Anglican Settlement Agreement provides that the Government shall negotiate with the Anglican Entities where it has concluded a Settlement Agreement with a denomination or church entity which include provisions that in their entirety are more favourable than those contained in the Anglican Settlement Agreement and the Government has confirmed its commitment to renegotiate the Anglican Settlement Agreement to give effect to section 8.1;

AND WHEREAS Section 8.5 of the Anglican Settlement Agreement provides that no amendment, supplement or waiver of any provision of that agreement or any other agreements provided for or contemplated by that agreement nor any consent to any departure by a party to that agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to that 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;

AND WHEREAS the parties to the Anglican Settlement Agreement and the other agreements referred to above have determined that amendments to it are desirable;

AND WHEREAS the Government and the Anglican Entities agree to share responsibility for abuse and other matters at the residential schools and to participate with others in a comprehensive resolution of the IRS legacy;

AND WHEREAS the Government and the Anglican Entities have been and remain committed to working jointly with Claimants to assist in their healing and 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 those named as abusers from unfounded allegations;

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

THIS MEMORANDUM WITNESSETH:

PART I: DEFINITIONS

1.1 For all purposes of this Agreement, the definitions in the Anglican Settlement Agreement govern the meaning of the same capitalized terms used herein, other than the term "Agreement" which means this amending agreement and "Claimant", "Compensation", "Costs", and "IRS" which have the meaning as defined in this Agreement.

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

"Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32_ to address the healing needs of Aboriginal people affected by Indian Residential Schools.

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

“Agreement in Principle” means the agreement signed on November 20th, 2005 between the Government as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN and among others, the General Synod of the Anglican Church of Canada.

“Anglican Entities” means the bodies set out in Schedule A hereto.

“Anglican Fund for Healing and Reconciliation” or “AFHR” means the Fund established by the Anglican Entities and the Corporation pursuant to this Agreement, such Fund to be administered in accordance with the provisions of Schedule B.

“Anglican Fund for Healing and Reconciliation Committee” or “AFHRC” means the Committee established by the Anglican Entities and the Corporation to administer grants and approve In-Kind Services pursuant to this Agreement.

“Anglican Settlement Agreement” means the agreement entered into on March 11, 2003 between Canada and the Anglican Entities.

“Approval Orders” means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Agreement pursuant to the applicable class proceedings legislation or the common law.

“Assembly of First Nations” or “AFN” means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

“Catholic Settlement Agreement” means the agreement entered into between certain Catholic Entities, the Corporation and the Government dated for reference , 2006.

“Claimant” means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or other person who has opted out of the Settlement Agreement and has made an IRS Abuse Claim.

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

“Costs” means assessed costs, agreed upon costs, or DRM or IAP costs payable to a Claimant in an IRS Abuse Claim.

“Dispute Resolution Model” or “DRM” 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.

“Independent Assessment Process” or “IAP” means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule D to the Indian Residential Schools Settlement Agreement, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgements.

“IAP Claim” means a claim resolved through the IAP established by the Approval Orders.

“Indian Residential School” or “IRS” means one or more of the Indian Residential Schools set out in Schedule E or F to the Indian Residential Schools Settlement Agreement and any other school added to such list pursuant to the process set out in the aforesaid Settlement Agreement at which any of the Anglican Entities had a presence or was otherwise associated with such school, or within whose territorial jurisdiction such school operated.

“Indian Residential Schools Settlement Agreement” or “IRSSA” means the Settlement Agreement dated • , 2006 (made between Canada; certain Plaintiffs, as represented by the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives; and the Church Organizations as defined in the IRSSA) as approved by the Approval Orders.

“In-Kind Services” includes In-Kind Services, contributions, commitments or programs as the context may require.

“IRS Abuse Claim” means a continuing claim as defined for the IAP or outside of the IAP means an IRS Abuse Claim as defined in the Anglican Settlement Agreement.

“Other Released Claim” means any claim deemed to have been released pursuant to the Approval Orders.

1.3 For greater certainty, for purposes of this Agreement and the Anglican Settlement Agreement the definitions in this Agreement and the Anglican Settlement Agreement prevail over those in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined then the definition in the IRSSA applies unless the context requires otherwise.

1.4 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, List Of the Anglican Entities;

Schedule B, The Anglican Fund for Healing and Reconciliation (“AFHR”);

Schedule C, Full and Final Release in Claims by Persons who Opt Out of the IRSSA;

Schedule D, Process For Providing Documents to The Truth And Reconciliation Commission;

Schedule E, Sections of IRSSA Incorporated by Reference; and

Schedule F, Notice Information for Anglican Entities (other than The General Synod, The Missionary Society and the Corporation).

PART II COMING INTO FORCE

2.1 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

2.2 For greater certainty, this Agreement amends not only the Anglican Settlement Agreement but, as well, the said agreement as attached to the Contribution and Cooperation Agreements and the General Synod Support Agreements, and each of those agreements to the extent necessary to give full force and effect to this Agreement.

PART III REPLACEMENT FINANCIAL AND SERVICE COMMITMENTS

3.1 The Settlement Fund established pursuant to Section 3.1 of the Anglican Settlement Agreement shall be maintained to the extent required by this Agreement and the Corporation shall also establish and manage a segregated fund to be known as the Anglican Fund for Healing and Reconciliation (“AFHR”).

3.1.1 The AFHR will be the source of payments to be made in accordance with Schedule B and will be operated and managed as provided for in this Agreement.

3.1.2 The Corporation shall manage the financial affairs of the AFHR, but all decisions concerning the making of grants from the AFHR or the approval of In-

Kind Services shall be made by an AFHR Committee (the “Committee”) composed of three members appointed by the Anglican Council on Indigenous Peoples; one member appointed by the AFN, two members appointed by the Council of the General Synod and one member appointed by the Government. Decisions shall be made by a majority of the Committee’s members.

3.1.3 The terms on which funds are transferred by the Corporation to the AFHR shall require that the Committee make payments from the Fund exclusively in accordance with the provisions of Schedule B. The AFHR Committee shall provide the Government with quarterly financial statements on its operations within sixty days of the end of each quarter.

3.1.4 Interest accruing on the AFHR shall be used first for the payment of its reasonable administration expenses. Should the reasonable administration expenses of the AFHR exceed, on an annual basis, the amount of interest accrued on the AFHR, then the excess amount of such expenses may be paid by the Corporation, with the consent in writing of the Government from the Settlement Fund. The Government may not unreasonably withhold the consent referred to in this Section. Amounts of accrued interest not required to pay the reasonable expenses of the AFHR on an annual basis will be added to the monies in the AFHR available for the making of grants as provided for in Schedule B.

3.1.5 The funds in the AFHR must be paid out under the terms of this Agreement within twelve years of it coming into force, and any monies not paid out by that date shall be transferred to the Aboriginal Healing Foundation, or to another charitable organization agreed upon unanimously by the Committee.

3.2 Sections 3.3 to 3.6 of the Anglican Settlement Agreement are repealed, and replaced by the following provisions:

Amounts to be Held and Paid Out of the Settlement Fund and AFHR

3.3.1 The parties agree that the total amount the Anglican Entities are required to contribute towards IRS Abuse Claims and healing and reconciliation is \$15,687,188 ($\$79,000,000 \times 19.8572$ percent), which is the Anglican proportionate equivalent of the maximum amounts required to be contributed by the Catholic Entities for healing and reconciliation, In-Kind Services and through a Canada-wide fund raising campaign under the terms of the Catholic Settlement Agreement.

3.3.1A The parties agree that as at November 20, 2005 the sum of \$6,699,125 has been paid by the Anglican Entities in compensation for IRS Abuse Claims.

3.3.2 The Government acknowledges that the amount required to be held by the Corporation is \$8,987,975. The parties agree that this sum shall be managed and disbursed by the Corporation as follows:

(a) an amount not to exceed \$4,964,300 as provided in Section 3.4 below, to be paid into the AFHR and managed and disbursed in accordance with this Agreement (the “AFHR Amount”); and

(b) an amount of \$4,023,675 to be held for eligible In-Kind Services payments (the “In-Kind Amount”) to be held in the Settlement Fund.

3.3.3 Upon the Government being satisfied that the amounts of \$4,964,300, representing the maximum amount of the AFHR Amount, and the further amount of \$4,023,674, representing the In-Kind Amount, remain in the AFHR and the Settlement Fund, respectively, the balance of the Settlement Fund may be refunded to the Anglican Entities, and their promissory notes to the Corporation cancelled on terms agreed among themselves. Schedule “C” to the Settlement Agreement, being the Contribution and Cooperation Agreement, is repealed, except for the Preamble and Sections 1, 6, 7, and 8 which remain in force.

3.3.4 The Government agrees that it will be responsible for payment of all further Compensation under the DRM and the IAP established pursuant to the Approval Orders, and all settlements and judgments in any IRS Abuse Claims by opt-out claimants. For greater certainty, this does not include settlements or judgments for alleged losses of language and culture. Should any Anglican Entity or Entities be named in any legal proceeding in which an IRS Abuse Claim is made, and the Government is not named, the Government agrees that it will indemnify such Anglican Entity or Entities for any settlement or judgment for Compensation for IRS Abuse Claims paid by them.

3.3.5 Section 4.2 of the Anglican Settlement Agreement is amended to provide that the Government shall reimburse the Anglican Entities as if the release and indemnity provided for in Sections 4.8 and 4.9 thereof were in force.

Monies Held and Payments from the AFHR

3.4.1 The amount to be held and distributed by the AFHR will be 19.8572 percent of the amount raised by the Catholic Canada-wide fundraising campaign as required by the Catholic Settlement Agreement up to a maximum of \$4,964,300. For the purpose of calculations under this Agreement, the Catholic fundraising campaign will terminate seven years from the date this Agreement comes into force or such longer period as may be agreed to by the Anglican Entities and the Government, but in no case shall the period exceed 10 years from the coming into force of this Agreement.

3.4.2 No later than sixty days after each anniversary date of this Agreement coming into force, the Government will deliver a statement to the Corporation which will report the net amount raised under the Catholic Settlement Agreement

in the previous year times 19.8572 percent, which will represent the amount that the Anglican Entities are required to contribute to the AFHR Amount in that year. The Government will provide the Corporation with a reasonable level of information to verify the net amount raised under the Catholic Settlement Agreement.

3.4.3 Within 60 days of this Agreement coming into force, the Government and the Anglican Entities will agree on the amount of Compensation paid by the Anglican Entities between November 20, 2005 and the date this Agreement comes into force (the “transition period”). Within 60 days of such agreement, the Government will pay to the Corporation:

3.4.3.1 the amount of Compensation, not to exceed \$2,200,000, paid by the Anglican Entities for Compensation between November 20, 2005 and the date of this Agreement coming into force, which amount will be irrevocably committed for funding of the AFHR and paid out in accordance with the terms of Schedule B; (the “Committed AFHR Amount”); and

3.4.3.2 the amount of Compensation paid by the Anglican Entities between November 20, 2005 and the date of this Agreement coming into force, which exceeds \$2,200,000.

3.4.4 No payments other than those provided for in Section 3.4.3.1 and 3.4.3.2 are required to be paid by the Government to the Anglican Entities to give effect to Section 8.1 of the Anglican Settlement Agreement under any circumstances.

3.4.5 The final amounts which the Anglican Entities are required to contribute to the AFHR based on the matching 19.8572 percent of the amount raised under the Catholic Settlement Agreement over the period determined in accordance with Section 3.4.1 (the “Matching AFHR Funds”) will be calculated as follows:

3.4.5.1 the Matching AFHR Funds will be first applied to reduce the Committed AFHR Amount until such amount is reduced to zero;

3.4.5.2 the amount by which the Matching AFHR Funds exceed the Committed AFHR Amount will be paid annually from the Settlement Fund into the AFHR during the period of the Catholic fundraising campaign;

3.4.5.3 at the end of the Catholic’s best efforts fundraising campaign obligation, \$4,964,300 less the Committed AFHR Amount and the amount by which the Matching AFHR Funds exceed the Committed AFHR Amount will be no longer required to be held in the Settlement Fund and may be refunded to the Anglican Entities.

Funding and Distribution of Eligible In-Kind Services

3.5.1 The Anglican Entities will make eligible In-Kind Services contributions of not less than \$4,023,675 over ten (10) years towards healing and reconciliation of former IRS students and their families and communities. The ten (10) year period commences on the day after this Agreement comes into force.

3.5.2 \$4,023,675 is calculated by reducing the \$4,964,300 matching Anglican commitment based on the \$25,000,000 In-Kind Service under the Roman Catholic Settlement Agreement by the sum of \$940,625, which represents the amount by which payments of \$6,699,125 for Compensation by the Corporation as of November 20, 2005 exceeded the required Anglican amount of \$5,758,500 proportionate to the \$29,000,000 cash contribution under the Catholic Settlement Agreement.

3.5.3 Any or all of the In-Kind Services may be discharged by an irrevocable cash payment into the AFHR in addition to the commitment set out in Section 3.4.1, and the In-Kind Services shall be deemed to have been discharged to the extent of such payment. All such funds transferred from the In-Kind Service shall be expended in accordance with Schedule B.

3.5.4 The determination of qualifying In-Kind Services shall be made according to the provisions of Schedule B.

3.5.5 A minimum of \$402,367 of In-Kind Services, or cash payments into AFHR shall be made in each year of the ten year period or until the contributions total \$4,023,675, whichever comes earlier.

3.5.6 Any eligible In-Kind Service approved by the AFHR Committee under Schedule B will be subject to a verification process by the AFHR Committee to verify that the funds approved for such eligible In-Kind Services have been disbursed for the purposes approved.

3.5.7 On receiving verification from the AFHR Committee of the In-Kind Services provided in each twelve month period, the Government will advise the Corporation in writing that it may withdraw the equivalent amount from the Settlement Fund and refund it to the Anglican Entities on terms agreeable among themselves.

3.6 The Anglican Entities will provide documents to the Truth and Reconciliation Commission in accordance with Schedule "D".

3.6A Each Anglican Entity will, upon request by the Government, provide the Government with access to any documents in the possession of the Anglican Entity that

could assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA, all at the expense of the Government.

3.7 Section 3.10 of the Anglican Settlement Agreement is amended by adding as instances of default a breach of any of the obligations under this agreement to pay money or provide In-Kind Services pursuant to the terms of this Agreement. Section 3.10.1 and 3.10.2 are repealed as spent.

3.8 The Sections and Schedules of the IRSSA listed below and reproduced in Schedule E hereto are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement. The Sections and Schedules of the IRSSA incorporated by reference are: selected Definitions in 1.01, 4.01, 4.05, 4.06, 7.01(2), 7.01(3), 11.01, 11.02, 11.03, 13.02, 13.03, 13.10, 13.11, 15.01(3), Schedule D Appendices II page 19 (iii) (iv), III page 21 (i), IV page 23 (i) (vii), X pages 39 to 42 ,XI pages 43 and 44, Schedule N Article 10A(k), 10B (c) (f), 10D and Part 14 paragraph 3, Schedule P, all plus definitions from Section 1.01 of the IRSSA such as are necessary to give meaning and effect to the foregoing IRSSA Sections and Schedules.

PART IV IRS ABUSE CLAIMS RESOLUTION

4.1 Part II of the Anglican Settlement Agreement except for Sections 2.2.2, 2.2.3, 2.3, 2.5 and 2.18 is repealed and of no further force and effect. Sections 3.8, 3.10.1, 3.10.2, 4.1, 4.3, 4.4, 4.5.1, 4.6, 4.7 and 5.7.3 of the Anglican Settlement Agreement are also repealed and of no further force and effect. In addition:

4.1.1 Sections 4.8 and 4.9 thereof are amended to provide that the release and indemnity provisions come into effect when all monies required to have been paid into and out of the AFHR and Settlement Fund have been so paid in accordance with this Agreement, including where In-Kind Services required by this Agreement have been provided.

4.1.2 The remaining provisions of Parts II, IV and V are deemed to be amended to give full force and effect to this Part.

4.2 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 arising from alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

4.3 In the case of a claim being resolved through the IAP or the DRM, the Anglican Entities' rights to participate are as set out therein.

4.4 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement of an IRS Abuse Claim or claim arising under the IAP on terms acceptable to the Government and the Claimant without recourse to the Anglican Entities.

4.4.1 Where an Anglican Entity which had a presence at an IRS or in whose territorial jurisdiction an IRS operated advises the Government in writing that it wishes to be consulted before the Government settles an IAP claim from such IRS without holding a hearing, the Government will so consult provided that the Anglican Entity engages in such consultation within an interval of no more than one week from notification by the Government of its intent.

4.5 Where a trial is held in a matter arising under the IAP, neither the Government nor the Anglican Entities will rely upon the defence of limitations of the doctrine of laches or other defence not going to the merits.

4.6 The Government will in a timely manner provide an Anglican Entity or its designated representative with copies of IRS Statements of Claim served on the Government and copies of Notices of Examinations it serves on IRS Claimants concerning claims from an IRS where the Anglican Entity had a presence or where the IRS operated within its territorial jurisdiction in order to facilitate informed decisions about potential participation by the Anglican Entity.

4.6.1 An Anglican Entity may, by notice in writing to the Government, request that copies of the above documents not be forwarded to it either generally or in certain classes of cases and the Government will respect that request except in such cases where it requires the cooperation of the Anglican Entity to resolve the claim.

4.7 Where IRS Abuse Claims are being advanced in litigation, the Government and the Anglican Entities 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.

4.7.1 The Anglican Entities, or any of them, may relieve the Government of the obligations in Section 4.7, as it applies to them, by written notice to the Government.

4.8 Where an IRS Abuse Claim is 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 each Anglican Entity which is a party to these claims not later than 120 days before the start of such trial, and such Anglican Entity will defend the claims or otherwise settle them.

4.8.1 The Government agrees to wholly indemnify the Anglican Entity for all Compensation paid to a Claimant pursuant to this Section or Section 4.2 of the Anglican Settlement Agreement; and

4.8.2 The Government will further indemnify the Anglican Entity for legal fees and expenses incurred by the Anglican Entity in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to the resolution of the claim. The indemnification will be in an amount as agreed between the Government and Anglican Entity, or as determined in accordance with Part VII of the Anglican Settlement Agreement. In the event of resort to Part VII the parties and any Mediator appointed under Section 7.6 of the Anglican Settlement Agreement, shall have regard to the rules, principles and caselaw that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

4.9 Where an Anglican Entity receives from the IAP Secretariat a copy of a Claimant's IAP application or receives from the Government a copy of an application to the DRM, the Anglican Entity agrees to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

4.10 In IAP, where an Anglican Entity elects not to participate in the validation, resolution or defence of IRS Abuse Claims to the extent the following provisions do not conflict with Appendix III of the IAP, then the Government will:

4.10.1 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 Anglican Entity to appear at a DRM or an IAP 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 an Anglican Entity where the Government requires the participation of such member, employee or former employee; and

4.10.2 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

4.11 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the Church 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.

4.11.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule C.

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

5.1 Any disputes concerning the application or interpretation of this agreement shall be resolved pursuant to the provisions of Part VII of the Anglican Settlement Agreement.

**PART VI:
GENERAL**

6.1 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 or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the Parties shall be:

As to the General Synod, the Missionary Society and the Corporation:

80 Hayden Street
Toronto, Ontario, M4Y 3G2

Attention: General Secretary
Fax: 416 924 0211

Copy to:

Cassels, Brock & Blackwell
Barristers & Solicitors
Suite 2100 40 King Street West
Toronto, Ontario, M5H 3C2

Attention: John Page
Fax: 416 640 3038

As to the other Anglican Entities:

as per Schedule F

As to the Government:

Deputy Head,

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

Fax: 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, facsimile or email addresses as the parties from time to time may notify each other of in writing.

6.2 This Agreement shall be binding on and enure to the benefit of the Anglican Entities and their successors and assigns and the Government.

6.3 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.

6.4 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.

6.5 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.

6.6 Time shall be of the essence in this Agreement.

6.7 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 Anglican Entities or as a Claimant.

6.8 This Agreement and the Anglican Settlement Agreement as amended by 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, except as follows:

6.8.1 The provisions in the Anglican Settlement Agreement between the Government, the Corporation, and the Anglican Entities listed in Schedule A which were in force as of the date this Agreement comes into force continue in effect for the purpose of determining rights and obligations in DRM proceedings, but not as to any financial matters.

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

6.10 The Government and the Anglican Entities 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 Anglican Entities 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 Anglican Entities 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.

6.11 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.

EXECUTED in the presence of:) THE GENERAL SYNOD OF THE
) ANGLICAN CHURCH OF CANADA
)
_____)
As to The General Synod of The Anglican)
Church of Canada's authorized signatory) (*signature*)
)
_____)
Print Name) (*name of person signing*)
)
_____)
Address)
_____) (*title*)
)
_____) I have the authority to bind the corporate
Occupation) entity

EXECUTED in the presence of:) THE MISSIONARY SOCIETY OF
) THE ANGLICAN CHURCH OF
) CANADA
)
_____)
As to The Missionary Society of the)
Anglican Church of Canada's authorized)
signatory)
) (*signature*)
_____)
Print Name)
) (*name of person signing*)
_____)
Address)
_____) (*title*)
)
_____) I have the authority to bind the corporate
Occupation) entity

EXECUTED in the presence of:)

THE ANGLICAN CHURCH OF CANADA
RESOLUTION CORPORATION

As to The Anglican Church of Canada
Resolution Corporation’s authorized signatory)

(signature)

Print Name)

(name of person signing)

Address)

(title)

Occupation)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:)

THE INCORPORATED SYNOD OF THE
DIOCESE OF ALGOMA

As to The Incorporated Synod of the
Diocese of Algoma’s authorized signatory)

(signature)

Print Name)

(name of person signing)

Address)

(title)

Occupation)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:)

THE DIOCESE OF ARCTIC

As to the Diocese of Arctic’s
authorized signatory)

(signature)

Print Name)

(name of person signing)

Address)

(title)

Occupation)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:

As to The Synod of the Diocese of Athabasca's authorized signatory

Print Name

Address

Occupation

) THE SYNOD OF THE DIOCESE OF ATHABASCA

) _____
) (*signature*)

) _____
) (*name of person signing*)

) _____
) (*title*)

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to The Synod of the Diocese of Brandon's authorized signatory

Print Name

Address

Occupation

) THE SYNOD OF THE DIOCESE OF BRANDON

) _____
) (*signature*)

) _____
) (*name of person signing*)

) _____
) (*title*)

) I have the authority to bind the corporate entity

EXECUTED in the presence of:

As to The Anglican Synod of the Diocese of British Columbia's authorized signatory

Print Name

Address

Occupation

) THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA

) _____
) (*signature*)

) _____
) (*name of person signing*)

) _____
) (*title*)

) I have the authority to bind the corporate entity

EXECUTED in the presence of:)

THE ANGLICAN SYNOD OF THE
DIOCESE OF CALEDONIA

As to The Anglican Synod of the
Diocese of Caledonia’s authorized signatory)

(signature)

Print Name)

(name of person signing)

Address)

(title)

Occupation)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:)

THE SYNOD OF THE DIOCESE OF
CALGARY

As to The Synod of the Diocese of
Calgary’s authorized signatory)

(signature)

Print Name)

(name of person signing)

Address)

(title)

Occupation)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:)

THE DIOCESE OF THE SYNOD OF
CARIBOO

As to The Diocese of the Synod of
Cariboo’s authorized signatory)

(signature)

Print Name)

(name of person signing)

Address)

(title)

Occupation)

I have the authority to bind the corporate
entity

EXECUTED in the presence of:)

THE DIOCESAN SYNOD OF NOVA SCOTIA AND PRINCE EDWARD ISLAND

_____)
As to The Diocesan Synod of Nova Scotia and Prince Edward Island’s authorized signatory)

_____)
(signature)

_____)
Print Name)

_____)
(name of person signing)

_____)
Address)

_____)
(title)

_____)
Occupation)

I have the authority to bind the corporate entity

EXECUTED in the presence of:)

THE INCORPORATED SYNOD OF THE DIOCESE OF ONTARIO

_____)
As to The Incorporated Synod of the Diocese of Ontario’s authorized signatory)

_____)
(signature)

_____)
Print Name)

_____)
(name of person signing)

_____)
Address)

_____)
(title)

_____)
Occupation)

I have the authority to bind the corporate entity

EXECUTED in the presence of:)

THE INCORPORATED SYNOD OF THE DIOCESE OF OTTAWA

_____)
As to The Incorporated Synod of the Diocese of Ottawa’s authorized signatory)

_____)
(signature)

_____)
Print Name)

_____)
(name of person signing)

_____)
Address)

_____)
(title)

_____)
Occupation)

I have the authority to bind the corporate entity

SCHEDULE A

THE ANGLICAN ENTITIES

The General Synod of the Anglican Church of Canada
The Missionary Society of the Anglican Church of Canada
The Incorporated Synod of the Diocese of Algoma
The Diocese of Arctic
The Synod of the Diocese of Athabasca
The Synod of the Diocese of Brandon
The Anglican Synod of the Diocese of British Columbia
The Anglican Synod of the Diocese of Caledonia
The Synod of the Diocese of Calgary
The Diocese of the Synod of Cariboo
Anglican Parishes of the Central Interior
The Diocesan Synod of Central Newfoundland
The Diocesan Synod of Eastern Newfoundland and Labrador
The Synod of the Diocese of Edmonton
The Diocesan Synod of Fredericton
The Incorporated Synod of the Diocese of Huron
The Synod of the Diocese of Keewatin
The Synod of the Diocese of Kootenay
The Synod of the Diocese of Montreal
The Diocese of Moosonee
The Synod of the Diocese of New Westminster
The Synod of the Diocese of Niagara
The Diocesan Synod of Nova Scotia and Prince Edward Island
The Incorporated Synod of the Diocese of Ontario
The Incorporated Synod of the Diocese of Ottawa
The Synod of the Diocese of Qu'Appelle
The Synod of the Anglican Church of the Diocese of Quebec
The Synod of the Diocese of Rupert's Land

The Diocese of Saskatchewan

The Diocese of Saskatoon

The Incorporated Synod of the Diocese of Toronto

The Diocesan Synod of Western Newfoundland

The Synod of the Diocese of Yukon

SCHEDULE B

THE ANGLICAN FUND FOR HEALING AND RECONCILIATION (“AFHR”)

1. The AFHR Committee established under Section 3.1.2 of this Agreement shall receive applications for initiatives or programs designed to assist with healing and reconciliation for former IRS students and their families and communities, and shall make grants or approve In-Kind Services in accordance with the terms of this Agreement.
2. The Committee will approve only those In-Kind Services which are new programs or services, or increments to existing programs or services. In addition to receiving applications from community groups, the Committee will also accept applications for grants and funding of In-Kind Services from Anglican Entities, but only to fund healing and reconciliation work which is independent of a denominational, religious ministry. Where an existing application for grants and funding of In-Kind Services is proposed, the Committee may approve the application for grants or In-Kind Service to the extent that the Committee believes the program or In-Kind Service or some part thereof is new or would not otherwise continue.
3. The following criteria shall be applied to applications for grants and for the approval of In-Kind Services. Criteria a) and b) are mandatory in all circumstances, and the Committee shall have regard to the remaining criteria in assessing each application:
 - a) Is the program open to all Aboriginal people and groups regardless of denomination?
 - b) Does the program foster health, healing and reconciliation, which can include the building of relationships of mutual respect and trust between Aboriginal and non-Aboriginal participants?
 - c) Do Aboriginal people have input in developing and delivery of the program?
 - d) Has the program been effective in the past?
 - e) To what extent are Aboriginal communities involved in the program?
 - f) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?
 - g) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?
4. For greater certainty, the costs or efforts expended in participation at any part of the work of the Truth and Reconciliation Commission, or in proceedings to resolve an IRS claim do not qualify for approval by the Committee.

5. Notwithstanding Section 3 of this Schedule, the Committee may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Service provided that:

- a) it meets the criteria set out in section 3 of this Schedule;
- b) the program or service did not exist before March 31, 2005 unless otherwise agreed to in writing by Canada;
- c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and
- d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed 19.8572 percent of \$1,500,000, being \$300,000.

6. The parties agree that the Committee may meet and make decisions under Section 5 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Church and to the credit of their debt under this Agreement. For greater certainty, should this Agreement not come into force the decisions made under Sections 5 and 6 shall have no force or effect and the Corporation has no obligation to make reimbursement.

SCHEDULE C

FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF THE IRSSA

IN CONSIDERATION of the payment of the sum of \$10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

(a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors, and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

(b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents;

(the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

(a) my attendance, presence and/or experiences at any Indian Residential School; and

(b) the operation of any Indian Residential School.

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. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as “the Released Claims”.
5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.
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, 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 agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act* (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statute of any jurisdiction.
9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity 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 government agency authority for any of the Released Claims that are criminal assaults.
10. 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 Release, as well as the 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.
11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

[Name of Releasor]

Address

Seal

Occupation

Schedule D

PROCESS FOR PROVIDING DOCUMENTS TO THE TRUTH AND RECONCILIATION COMMISSION

1. In order to ensure the efficacy of the Truth and Reconciliation process, the Anglican Entities will provide all relevant documents in their possession or control to and for the use of the Truth and Reconciliation Commission, (the “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.
2. 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.
3. The Anglican Entities 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.
4. Each Anglican Entity shall bear the costs of the 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.
5. The Commission may refer to the National Administration Committee, (“NAC”) as empowered by section 4.11(12)(j) of the Indian Residential Schools Settlement Agreement dated ● , the 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.
6. The NAC may review and determine the reference made to the Commission pursuant to section 5 or may refer the reference to any one of the Courts for a *de novo* determination.

7. Where the NAC makes a decision under section 6, the Anglican Entities, as of right, may apply to any one of the Courts for a *de novo* determination.

SCHEDULE E

SECTIONS OF IRSSA INCORPORATED BY REFERENCE

ARTICLE FOUR IMPLEMENTATION OF THIS AGREEMENT

4.01 Class Actions

The Parties agree that all existing class action statements of claim and representative actions, except the Cloud Class Action, filed against Canada in relation to Indian Residential Schools in any court in any Canadian jurisdiction except the Federal Court of Canada (the “original claims”) will be merged into a uniform omnibus Statement of Claim in each jurisdiction (the “Class Actions”). The omnibus Statement of Claim will name all plaintiffs named in the original claims and will name as Defendants, Canada and the Church Organizations.

4.05 Consent Certification

- (1) The Parties agree that concurrent with the applications referred to in Section 4.03, applications will be brought in each of the Courts for consent certification of each of the Class Actions for the purposes of Settlement in accordance with the terms of the Agreement.
- (2) Consent certification will be sought on the express condition that each of the Courts, pursuant to the applications for consent certification under Section 4.05(1), certify on the same terms and conditions; including the terms and conditions set out in Section 4.06 save and except for the variations in class and subclass membership set out in Sections 4.02 and 4.04 of this Agreement.

4.06 Approval Orders

Approval Orders will be sought:

- (a) incorporating by reference this Agreement in its entirety.
- (b) ordering and declaring that such orders are binding on all Class Members, including Persons Under Disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Periods.
- (c) ordering and declaring that on the expiry of the Opt Out Periods all pending actions of all Class Members, other than the Class Actions, relating to Indian Residential Schools, which have been filed in any court in any Canadian jurisdiction against Canada or the Church Organizations, except for any pending actions in Quebec which have not been voluntarily

discontinued by the expiry of the Opt Out Period, will be deemed to be dismissed without costs unless the individual has opted out, or is deemed to have opted out on or before the expiry of the Opt Out Periods.

- (d) ordering and declaring that on the expiry of the Opt Out Periods all class members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Periods, have released each of the defendants and Other Released Church Organizations from any and all actions they have, may have had or in the future may acquire against any of the defendants and Other Released Church Organizations arising in relation to an Indian Residential School or the operation generally of Indian Residential Schools.
- (e) ordering and declaring that in the event the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with Section 4.14 of this Agreement.
- (f) ordering and declaring that on the expiration of the Opt Out Periods all Class Members who have not opted out have agreed that they will not make any claim arising from or in relation to an Indian Residential School or the operation generally of Indian Residential Schools against any person who may in turn claim against any of the defendants or Other Released Church Organizations.
- (g) ordering and declaring that the obligations assumed by the defendants under this Agreement are in full and final satisfaction of all claims arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools of the Class Members and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.
- (h) ordering and declaring that the fees and disbursements of all counsel participating in this Agreement are to be approved by the Courts on the basis provided in Articles Four (4) and Thirteen (13) of this Agreement, except that the fees and disbursements of the NCC and the IAP Working Group will be paid in any event.
- (i) ordering and declaring that notwithstanding Section 4.06(c), (d) and (f), a Class Member who as of the fifth anniversary of the Implementation Date had never commenced an action other than a class action in relation to an Indian Residential School or the operation of Indian Residential Schools, participated in a Pilot Project, applied to the DR Model, or applied to the IAP, may commence an action for any of the Continuing Claims within

the jurisdiction of the court in which the action is commenced. For greater certainty, the rules, procedures and standards of the IAP are not applicable to such actions.

- (j) ordering and declaring that where an action permitted by Section 4.06(i) is brought, the deemed release set out in Section 11.01 is amended to the extent necessary to permit the action to proceed only with respect to Continuing Claims.
- (k) ordering and declaring that for an action brought under Section 4.06(i) all limitations periods will be tolled and any defences based on laches or delay will not be asserted by the Parties with regard to a period of five years from the Implementation Date.

ARTICLE SEVEN TRUTH AND RECONCILIATION AND COMMEMORATION

7.01 Truth and Reconciliation

- (2) The Truth and Reconciliation Commission 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) Where the NAC makes a decision in respect of a dispute or disagreement that arises in respect of the Truth and Reconciliation Commission as contemplated in Section 7.01(2), either or both the Church Organization and Canada may apply to any one of the Courts for a hearing *de novo*.

ARTICLE ELEVEN RELEASES

11.01 Class Member and Cloud Class Member Releases

- (1) The Approval Orders will declare that in the case of Class Members and Cloud Class Members:
 - a) Each Class Member and Cloud Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any such Class Member or Cloud Class

Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to an Indian Residential School or the operation of Indian Residential Schools and this release includes any such claim made or that could have been made in any proceeding including the Class Actions or the Cloud Class Action whether asserted directly by the Class Member or Cloud Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member or Cloud Class Member.

- b) The Class Members and Cloud Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to an Indian Residential School or the operation of Indian Residential Schools;
 - c) Canada's, the Church Organizations' and the Other Released Church Organizations' obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in Section 11.01(a) and (b) inclusive and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Class Members or and Cloud Class Members are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.
- (2) Notwithstanding Section 11.01(1), no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

11.02 Non-resident Claimant Releases

- (1) The Approval Orders will order and declare that Non-resident Claimants on being accepted into the IAP, must execute a Release in the form set out in Schedule "P" of this Agreement.

- (2) Nothing in Section 4.06 (c), (d) or (f) or Section 11.01(1)(a) will prevent a Non-resident Claimant from pursuing his or her claim in the IAP.
- (3) For greater certainty nothing in this Section 11.02 will prevent the bringing of an action contemplated in Section 4.06(i) and (j) of this Agreement.

11.03 Claims by Opt Outs and Others

If any person not bound by this Agreement claims over or brings a third party claim, makes any claim or demand or takes any action or proceeding against any defendant named in the Class Actions or the Cloud Class Action arising in relation to an Indian Residential School or the operation of Indian Residential Schools, no amount payable by any defendant named in the Class Actions or the Cloud Class Action to that person will be paid out of the Designated Amount Fund.

ARTICLE THIRTEEN LEGAL FEES

13.02 Negotiation Fees (July 2005 – November 20, 2005)

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.
- (2) All legal fees payable under Section 13.02(1) will be paid no later than 60 days after the Implementation Date.

13.03 Fees to Complete Settlement Agreement (November 20, 2005 – Execution of Settlement Agreement)

- (1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, for time spent between November 20, 2005 and the date of execution of this Agreement in respect of finalizing this Agreement at each lawyer's normal hourly rate, plus reasonable disbursements and GST and PST, if applicable except that no amount is payable under Section 13.02(1) for fees previously paid directly by OIRSRC.
- (2) No fees will be payable under Section 13.03(1) for any work compensated under Section 13.04 of this Agreement.

- (3) All legal fees payable under Section 13.03(1) will be paid no later than 60 days after the Implementation Date.

13.10 NCC Fees

- (1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.
- (2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (6) Other counsel who appear in court, if designated by the NCC and approved by Canada, will be paid an appearance fee of two thousand dollars (\$2,000) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).
- (7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.

- (8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

13.11 NAC Fees

- (1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be compensated under this Agreement.
- (2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars (\$60,000.00) per month.
- (3) Notwithstanding Section 13.11(2) and subject to Section 13.11(4), the NAC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars (\$15,000.00).
- (4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.
- (5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

ARTICLE FIFTEEN TRANSITION PROVISIONS

15.01 No Prejudice

The parties agree that the no prejudice commitment set out in the letter of the Deputy Minister of the OIRSRC dated July, 2005, and attached as Schedule “R” means that following the Implementation Date:

- (3) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada

without contribution from a Catholic Entity set out in Schedule “C” of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic entity set out in Schedule “C” of this Agreement, and to release them by executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

SECTIONS OF INDEPENDENT ASSESSMENT PROCESS SCHEDULE D TO THE IRSSA INCORPORATED BY REFERENCE

APPENDIX II: ACCEPTANCE OF APPLICATION (Schedule D page 19)

- iii. On admitting the claim to the IAP, the Secretariat shall forward a copy of the application to the Government and to a church entity which is a party to the Class Action Judgments and was involved in the IRS from which the claim arises.
 - A church entity may waive its right to receive applications for all claims, or for defined classes of claims, by notice in writing to the Secretariat, and may amend or withdraw such waiver at any time by notice in writing.
- iv. The following conditions apply to the provision of the application to the Government or a church entity:
 - The application will only be shared with those who need to see it to assist the Government with its defence, or to assist the church entities with their ability to defend the claim or in connection with their insurance coverage;
 - If information from the application is to be shared with an alleged perpetrator, 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, unless the Claimant asks that this be provided to the alleged perpetrator;
 - Each person with whom the application is shared, including counsel for any party, must agree to respect its confidentiality. Church entities will use their best efforts to secure the same commitment from any insurer with whom it is obliged to share the application;
 - Copies will be made only where absolutely necessary, and all copies other than those held by the Government will be destroyed on the conclusion of the matter, unless the Claimant asks that others retain a copy, or unless counsel for a party is required to retain such copy to comply with his or her professional obligations.

APPENDIX III: INVOLVEMENT OF ALLEGED PERPETRATORS (Schedule D page 21)

- i. The defendants will attempt to locate the alleged perpetrator to invite them to the hearing. If the alleged perpetrator is dead, cannot be located, or declines to attend, the hearing may still occur.

APPENDIX IV: INFORMATION COLLECTION; SETTING HEARING DATE; ATTENDANCE AND PARTICIPATION AT HEARING (Schedule D page 23)

- i. The defendants will collect and submit their documents to the Secretariat.
- vii. Given the non-adversarial nature of this IAP and the neutral, inquisitorial role played by the adjudicators under it, as well as the need to respect the safety of the Claimant, neither an alleged perpetrator nor counsel for an alleged perpetrator may attend while the Claimant gives evidence, without the Claimant's advance consent. Where counsel for a church entity also acts for an alleged perpetrator, this means that they may not attend the hearing while the Claimant gives evidence without the Claimant's advance consent. Government representatives may always attend this part of the hearing, as may representatives of church entities who are parties to the Class Action Judgments except their counsel if he or she is also acting for an alleged perpetrator in the case.

APPENDIX X: THE USE OF EXTRA-CURIAL KNOWLEDGE BY ADJUDICATORS

INTRODUCTION

A number of issues will arise concerning the ability of adjudicators to make use of information obtained or known beyond that provided by the parties in each individual case. There are several aspects to this matter:

- use of background information and/or personal knowledge, for example on
 - schools
 - child abuse and its impacts
 - the residential school system
- carry-forward of information from hearing to hearing, for example on
 - alleged perpetrators and the *modus operandi* of proven perpetrators
 - conditions at a school
 - credibility findings
- use of precedents from other adjudicators

-ability of adjudicators to confer

The approach to be taken to these issues is set out below, by reference to the source of the information in question.

1. Orientation Materials Provided to Adjudicators

Adjudicators will be supplied with orientation materials on the residential school system and its operations, as well as on child abuse and its impacts.

If any of the orientation materials are specifically identified as containing uncontested facts or opinions, they may be used as follows:

Adjudicators are expected to inform themselves from this material. They may use it to question witnesses, but also to make findings of fact and to support inferences from evidence they find credible, for example to conclude that trauma of a certain kind can be expected to flow from a sexual assault on a child. These latter uses of this information are justified by the fact that representatives of all interests have agreed to its inclusion in the orientation materials for this use, and all participants in a hearing will have access to the orientation materials.

Wherever possible the adjudicator should use the information at the hearing to formulate questions to any witnesses who may be able to comment on it, or whose testimony it may contradict, support, or help explain. Where this is not possible, the proposed use in reaching a decision should be identified to the parties at the hearing to give them a chance to comment on it in their submissions, but so doing is not a condition precedent to the proposed use.

Where the material is used in coming to a finding of fact, or drawing an inference, it should be cited and its relevance and the rationale for its use set out in the decision.

Where orientation information provided to adjudicators does not represent uncontested facts or opinions, it may be used by adjudicators as follows:

Adjudicators may use this category of orientation materials as a basis for questioning witnesses, or testing the evidence, but may not rely on it as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

2. Personal Knowledge of Abuse and its Impacts

Some adjudicators may bring to the job an extensive background in dealing with child abuse, or may receive information on child abuse and its impacts at training sessions or continuing education programs, or through their own reading or research.

The approach to the use of this kind of information is as follows:

Adjudicators may use their personal knowledge, training they have received, or general educational materials, as a basis for questioning witnesses, or testing the evidence, but may not rely on them as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

3. Document Collections

Adjudicators will be provided with Canada's, and potentially a church's, document collection on each school for which they are holding hearings. This material will also be available to Claimants and their counsel.

The approach to the use of this kind of information is as follows:

Adjudicators are expected to inform themselves from this material, which may be used as a basis for findings of fact or credibility. Where any of it is so used by adjudicators, it must be cited and its relevance and the rationale for use set out in the report.

Because this information is specific to the school in question and is provided in advance, it is expected that adjudicators will be familiar with it before starting a hearing to which it is relevant. Given this, before relying on specific documents to help decide a given case, the adjudicator should seek the consent of the parties, or put the relevant extracts to any witnesses who may be able to comment on them, or whose testimony they may contradict or support. Where there are no such witnesses, or where one or more parties contest the use of the documents, the adjudicator may still use them in his or her decision, but wherever possible should advise the parties of the proposed use of the document so that they may address it in their submissions.

4. Previous findings

Adjudicators will hear evidence about, and make findings of fact about, the operations of various schools, their layouts, the conditions that pertained in them, the acts and knowledge of adult employees, and where an individual is found to have committed a number of assaults in a particular way, their *modus operandi*.

The approach to the use of this kind of information is as follows:

Adjudicators must treat each individual's claim as a unique claim to be determined on the evidence presented, plus information expressly permitted to be used according to the guidelines agreed to for this process. They may not carry forward, much less be bound by, previous findings they have made, including findings of credibility.

They may, though, use information from previous hearings to inquire about possible admissions, or failing that, to question witnesses. This ability to bring forward information from previous hearings for these specific purposes flows from the fact that this IAP is not a party-controlled adversarial process. Instead, the inquisitorial model is being used to have adjudicators inquire into what happened, using their skills and judgment to question witnesses to determine the facts.

While it would not be fair to base a decision on evidence from a previous hearing, since some or all of the parties would not know its context, and would be unable to challenge its reliability, it is also not appropriate to insist that adjudicators act as if each case were their first one. Their job requires them to test evidence and determine what happened. While they cannot call witnesses, it is their duty to question them, and they must be free to pose questions and follow lines of inquiry they believe to be relevant. Whether that belief flows from common sense, instinct, or something heard at another hearing, it is appropriate as a basis of inquiry, although, in the absence of an admission, not as evidence.

5. Stare decisis

Although reasons will be issued in each case, the IAP will not operate on the basis of binding precedent. All adjudicators are of equal authority, and should not consider themselves bound by each other's previous decisions. Through conferencing, adjudicators may come to a common interpretation of certain procedural issues, but each case must be determined on its own merits.

APPENDIX XI: TRANSITION FROM LITIGATION OR ADR PROJECTS, AND PRIORITIES FOR ACCESS TO THE IAP.

All IRS Claimants who meet the criteria for this IAP may apply to it for the validation of their claim except:

1. Claimants who have settled their IRS claim, whether in the litigation stream or the existing DR, except as provided for in the transition rules established by the Class Action Judgments.
2. Claimants whose claims have been dealt with at trial.

For greater certainty, participation in unsuccessful resolution discussions with the Government or a church in an attempt to settle claims does not preclude access to the IAP. Only where one of the above conditions applies will an application to enter the new process be rejected.

Rules for Pre-existing Evidence

Where a Claimant who has given evidence in a previous IRS proceeding in a pilot project, or in a hearing under the DR Model or this IAP (where a new hearing has been ordered following a review), or in litigation proceedings (including answers to

interrogatories or participation in an examination for discovery), wants to and is eligible to enter the IAP:

- (i) the record of the previous evidence must be provided to the adjudicator in the IAP, who may use it as a basis to question the Claimant;
- (ii) the Claimant must appear before the adjudicator to give evidence, if a hearing is held;
- (iii) the Claimant may adopt their previous evidence rather than provide a narrative account at the hearing;
- (iv) the Claimant is subject to questioning by the adjudicator on the same basis as other Claimants.

The fact that a case is transferred from litigation where documentary rules are different does not change the kinds of documents permitted in proceedings under the IAP. For greater certainty, the only expert assessments permitted in this IAP are those conducted by an agreed-upon expert on the order of, and under the direction of, an adjudicator.

Potential for Expediting the Transfer

To expedite transition to the new system, and reduce the burden of completing an application in circumstances where the Claimant has already given evidence, counsel for the Government and the claimant should endeavour to develop an agreed statement of fact on some or all of the issues based on the evidence given.

Phasing of Acceptance into the IAP

In considering applications to the IAP, including applications to the DR Model which are transferred to the IAP, priority will be given, in order, to:

- a) Applications from persons who submit a doctor's certificate indicating that they are in failing health such that further delay would impair their ability to participate in a hearing;
- b) Applications from persons 70 years of age and over;
- c) Applications from persons 60 years of age and over;
- d) Persons who have completed examinations for discovery;
- e) Persons who are applying as members of groups.

Among persons in categories d or e, above, the health of any alleged perpetrator who has indicated they will give evidence at a hearing may be used to establish priority.

**SECTIONS OF MANDATE FOR THE TRUTH AND RECONCILIATION
COMMISSION, SCHEDULE N TO THE IRSSA, INCORPORATED BY
REFERENCE**

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.

National events should include the following common components:

- (k) participation of high level government and church officials;

(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:

- (c) involving church, former school employees and government officials in the reconciliation process, if requested by communities;
- (f) allowing for the participation from high level government and church officials, if requested by communities;

(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.

14. Budget and Resources

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.

SCHEDULE F

NOTICE INFORMATION FOR ANGLICAN ENTITIES (other than The General Synod, The Missionary Society and the Corporation)

Name of Entity	Address of giving notice
1. Diocese of Algoma	PO Box 1168 Sault Ste Marie, ON P6A 5N7
2. Diocese of Arctic	Synod Office PO Box 190 Yellowknife, NT X1A 2N2
3. Diocese of Athabasca	PO Box 6868 Peace River, AB T8S 1S6
4. Diocese of Brandon	PO Box 21009 RPO West End Brandon, MB R7B 3W8
5. Diocese of British Columbia	900 Vancouver Street Victoria, BC V8V 3V7
6. Diocese of Caledonia	PO Box 278 Prince Rupert, BC V8J 3P6
7. Diocese of Calgary	Synod Office 560 – 1207 11 Avenue, SW Calgary, AB T3C 0M5
8. Diocese of Cariboo	P.O. Box 1979 100 Mile House British Columbia, V0K 2E0
9. Anglican Parishes of the Central Interior	PO Box 1979 100 Mile House, BC V0K 2E0
10. Diocese of Central Newfoundland	34 Fraser Road Gander, NL A1V 2E8
11. Diocese of Eastern Newfoundland & Labrador	19 King's Bridge Road St John's, NL A1C 3K4
12. Diocese of Edmonton	10035 103 Street Edmonton, AB T5J 0X5

Name of Entity	Address of giving notice
13. Diocese of Fredericton	115 Church Street Fredericton, NB E3B 4C8
14. Diocese of Huron	190 Queens Avenue London, ON N6A 6H7
15. Diocese of Keewatin	915 Ottawa Street Keewatin, ON P0X 1C0
16. Diocese of Kootenay	1876 Richter Street Kelowna, BC V1Y 2M9
17. Diocese of Montreal	1444 Union Avenue Montreal, QC H3A 2B8
18. Diocese of Moosonee	PO Box 841 Schumacher, ON P0N 1G0
19. Diocese of New Westminster	580 – 401 West Georgia Street Vancouver, BC V6B 5A1
20. Diocese of Niagara	Cathedral Place 252 James Street, North Hamilton, ON L8R 2L3
21. Diocese of Nova Scotia & Prince Edward Island	5732 College Street Halifax, NS B3H 1X3
22. Diocese of Ontario	90 Johnson Street Kingston, ON K7L 1X7
23. Diocese of Ottawa	71 Bronson Avenue Ottawa, ON K1R 6G6
24. Diocese of Qu'Appelle	1501 College Avenue Regina, SK S4P 1B8
25. Diocese of Quebec	31 rue des Jardins Quebec, QC G1R 4L6
26. Diocese of Rupert's Land	935 Nesbitt Bay Winnipeg, MB R3T 1W6

Name of Entity	Address of giving notice
27. Diocese of Saskatchewan	1308 5th Avenue, East Prince Albert, SK S6V 2H7
28. Diocese of Saskatoon	PO Box 1965 Saskatoon, SK S7K 3S5
29. Diocese of Toronto	135 Adelaide Street, East Toronto, ON M5C 1L8
30. Diocese of Western Newfoundland	Anglican Diocesan Centre 25 Main Street Corner Brook, NL A2H 1C2
31. Diocese of Yukon	Synod Office PO Box 31136 RPO Whitehorse, YT Y1A 5P7