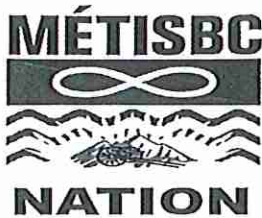


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COMMUNITY GOVERNANCE CHARTER
(The "Charter Agreement")

This Charter Agreement made as of the 28th day of Oct, 2005.

Between

**Métis Provincial Council of British Columbia (MPCBC) also known
as the Métis Nation British Columbia (MNBC)**
(hereinafter referred to as "MPCBC/MNBC")

And

[Nova Métis Heritage Association]
(hereinafter referred to as "[Nova Métis Heritage Association] ")
Collectively "the Parties".

Whereas

1. The Métis people (hereinafter "Métis Citizens" or "Citizens" as the context requires) are one of the aboriginal peoples of Canada whose aboriginal rights are recognized and affirmed by Section 35 of the *Constitution Act, 1982*.
2. The Métis Citizens living in British Columbia possess aboriginal rights and title.
3. The MPCBC/MNBC is the legitimate governing body of the Métis Citizens living in British Columbia and the affairs of which are governed by a Constitution ratified at the MPCBC 2003 Annual General Meeting (the "Constitution").
4. Pursuant to the Constitution a legislative body has been instituted known as the Métis Nation Governing Assembly that is composed of the Local Presidents, Regional Directors, the Executive of the MPCBC/MNBC, British Columbia United Métis Youth Circle, and Métis Women's Secretariat British Columbia.
5. The **[Nova Métis Heritage Association]** is the elected representative body of the Métis Citizens living in the geographic boundaries of the **[Nova Métis Heritage Association]** as determined by the Métis Nation Governing Assembly.
6. The MPCBC/MNBC and the **[Nova Métis Heritage Association]** hereby agree to abide by and adhere to the Constitutional and Legislative process.

7. The parties hereto acknowledge the independence and autonomy of each **[Nova Métis Heritage Association]** and the **[Nova Métis Heritage Association]** recognizes and acknowledges that the MPCBC/MNBC is not responsible for the maintenance, operation or financial viability of the **[Nova Métis Heritage Association]** .

Now Therefore the Parties agree:

1. **Mutual Recognition**

The **[Nova Métis Heritage Association]** is a recognized Local of the MPCBC/MNBC with all the attendant responsibilities and accountabilities of a Local as set out below.

2. **Local Responsibilities**

2.1 Through mutual consultation, the **[Nova Métis Heritage Association]** agrees with and supports the political and substantive positions of the MPCBC/MNBC on province-wide and national-level issues, including matters such as Métis Citizenship and Métis Self-Governance.

2.2 Subject to available resources, the **[Nova Métis Heritage Association]** agrees to participate in the Métis Nation Governing Assembly (MNGA) and will comply with the provisions of the MNGA Act (Legislation).

2.3 The **[Nova Métis Heritage Association]** agrees to participate regularly with Regional President's Councils as set out in the MPCBC/MNBC Constitution, chaired by the Regional Elected Director.

2.4 The **[Nova Métis Heritage Association]** acknowledges and agrees to comply with the provisions of the Senate Act (Legislation).

2.5 The **[Nova Métis Heritage Association]** agrees to submit any and all notices of community meetings as may be considered appropriate, through the MPCBC/MNBC Regional Director.

2.6 The **[Nova Métis Heritage Association]** acknowledges and agrees to comply with the provisions of the Citizenship Act (Legislation).

2.7 The **[Nova Métis Heritage Association]** hereby agrees to ensure that the Constitution of the **[Nova Métis Heritage Association]** is consistent with or shall be made consistent with the provisions of the MNBC/MPCBC Constitution in particular but not limited to matters concerning the right and entitlement of Métis Citizens who are members of the **[Nova Métis Heritage Association]** and with the acceptance and removal of members.

3. **Accountability**

3.1 The **[Nova Métis Heritage Association]** acknowledges its fiduciary relationship and duties to the Métis Citizens/members of the **[Nova Métis Heritage Association]** and agrees to be financially accountable to its Citizens/members and the MPCBC/MNBC by producing certified financial statements being made available annually.

3.2 The **[Nova Métis Heritage Association]** agrees to provide written progress reports at Regional President's Council meetings and to the MPCBC/MNBC if requested.

3.3 The **[Nova Métis Heritage Association]** will hold Annual General Meetings at least every 15 months based on requirements outlined by the Society Act of the Province of British Columbia. The **[Nova Métis Heritage Association]** agrees to provide at least two weeks notice to all **[Nova Métis Heritage Association]** Citizens/members and the MPCBC/MNBC Regional Director of the date, location and agenda for the Annual General Meeting.

3.4 The **[Nova Métis Heritage Association]** agrees to hold democratic elections for its officers and directors no less than every two (2) years as outlined in Article 52 of the MPCBC/MNBC Constitution.

4. MPCBC/MNBC Responsibilities

4.1 The MPCBC/MNBC will respect the **[Nova Métis Heritage Association]** autonomy and will ensure that the needs of the **[Nova Métis Heritage Association]** are considered when making decisions.

4.2 The **[Nova Métis Heritage Association]** President or designated delegate will be invited as recognized delegates to Annual General Meetings, Special General Meetings, Regional Presidents Council, and MNGA meetings of the MPCBC/MNBC. The MPCBC/MNBC will provide adequate financial resources to ensure participation.

4.3 The MPCBC/MNBC will politically support initiatives of the **[Nova Métis Heritage Métis Association]** where those initiatives support the objectives and strategies of the MPCBC/MNBC.

5. Review

5.1 The MPCBC/MNBC and the **[Nova Métis Heritage Association]** will review the progress of the application of this Charter Agreement at each meeting held between the MPCBC/MNBC Regional Director for Region # 2 and the **[Nova Métis Heritage Association]**, unless the Parties agree otherwise. In any event, the Region # 2 Regional Director and the **[Nova Métis Heritage]** will meet at least once per year.

6. Survival

6.1 This Community Governance Charter agreement shall survive and remain in effect during and after Regional and Local Elections, unless the Parties agree otherwise, and unless a Party exercises its right to terminate this Charter Agreement as set out in Section 8 below.

7. Dispute Resolution

7.1 Where a dispute arises among the Parties respecting the interpretation, application, implementation or operation of this Community Governance Charter agreement, the Parties will attempt to resolve the dispute by consensus. ✓

7.2 Where issues in dispute cannot be resolved by the Parties, these issues may be referred to the Senate for determination. ✓

8. Amendment and Termination

8.1 The Community Governance Charter agreement may be amended by written agreement signed by the parties hereto with notice to the MNGA.

8.2 A Party may terminate this Community Governance Charter Agreement upon providing 120 days written notice to the other Party.

8.3 Notwithstanding section 8.2 this Community Governance Charter agreement will be terminated immediately upon:

- 1 MPCBC/MNBC or [Nova Métis Heritage Association] becoming insolvent; or,
- 2 MPCBC/MNBC or [Nova Métis Heritage Association] losing or relinquishing its status as a legal entity in good standing.

9. General

9.1 This Community Governance Charter agreement creates binding obligations and responsibilities on both Parties.

In witness whereof the Parties have signed this Charter Agreement this _____

27th day of *OCTOBER*, 200*5*.

**Métis Provincial Council of British
Columbia/Métis Nation British
Columbia**

Dorvil R. Hodgson
(name), President

[Nova Métis Heritage Association]

Ken J. Fisher

[name], President

