

## **SECOND 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  
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA**  
(hereinafter referred to as the "Government")

and

**THE PRESBYTERIAN CHURCH IN CANADA,**  
(hereinafter referred to as the Church)

and

**THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA**  
(hereinafter referred to as the "Board")

WHEREAS the Government and the Church and Board participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS the Government and the Church and Board 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 the Church and Board entered into a Settlement Agreement (the Presbyterian Settlement Agreement) on February 13, 2003, and an Amending Agreement on May 10, 2004;

AND WHEREAS Section 8.1 of the Presbyterian Settlement Agreement provides that the Government shall negotiate with the Board and Church 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 Presbyterian Settlement Agreement and the Government has confirmed its commitment to renegotiate the Presbyterian Settlement Agreement to give effect to section 8.1;

AND WHEREAS Section 8.5 of the Presbyterian 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 Presbyterian Settlement Agreement and the Amending Agreement have determined that amendments to them are desirable;

AND WHEREAS the Government and the Church and Board 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 Church and Board 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 Church and Board 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 Presbyterian Settlement Agreement govern the meaning of the same capitalized terms used herein, other than the terms "Agreement", which means this Second Amending Agreement, and "Claimant", "Compensation", "Costs" and "IRS", which have the meaning as defined in this Agreement.

1.2 For the purpose of this Agreement, the Church includes The Foreign Mission Committee and the WMS.

1.3 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 20<sup>th</sup>, 2005 between the Government, as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN and, amongst others, The Presbyterian Church in Canada.

“Approval Orders” means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Settlement 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 • , 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.

“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 Agreement, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgments.

“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 A to the Presbyterian Settlement Agreement and any other school added to such list pursuant to the process set out in the Indian Residential Schools Settlement Agreement provided that the Church or Board, or some other part of The Presbyterian Church in Canada had a presence or was otherwise associated with such school.

“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 Presbyterian Settlement Agreement.

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

“Presbyterian Fund for Healing and Reconciliation” or “PFHR” means the fund established by the Church and Board pursuant to this Agreement, such fund to be administered in accordance with the provisions of Schedule A.

“Presbyterian Settlement Agreement” means the agreement entered into on February 13, 2003 between Canada and the Church and Board.

1.4 For greater certainty, for purposes of this Agreement and the Presbyterian Settlement Agreement the definitions in this 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.

1.5 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, The Presbyterian Fund for Healing and Reconciliation (“PFHR”); and

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

## **PART II CESSATION OF THE AMENDING AGREEMENT AND COMING INTO FORCE OF THIS AGREEMENT**

2.1. The Presbyterian Amending Agreement dated May 10, 2004 has no application to IRS Abuse Claims resolved after this Agreement comes into force, and thereafter Section 2.18 of the Presbyterian Settlement Agreement applies to such claims.

2.2 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.

**PART III**  
**REPLACEMENT FINANCIAL AND SERVICE COMMITMENTS**

3.1. The Settlement Fund established pursuant to Section 3.1 of the Presbyterian Settlement Agreement shall be maintained to the extent required by this Agreement.

3.2 The Settlement Amount is reduced to \$1,317,700 (which represents the Presbyterian equivalent of the dollar value of the financial and In-Kind Service contributions made in the Catholic Settlement Agreement, including the maximum amount to be raised through a Canada-wide fund raising campaign by the Catholic Entities less the amounts paid in Compensation by the Church and Board as of the date this Agreement comes into force. Any other amounts in the Settlement Fund may be withdrawn by the Church and Board.

3.3 Except as provided in Section 4.2 of the Presbyterian Settlement Agreement, the Board and Church have no further obligation to contribute to Compensation for IRS Abuse Claims.

3.4 For greater certainty, the Government agrees that it will be responsible for all further Compensation under the DRM, the IAP and all settlements and judgments for IRS Abuse Claims in favour of opt-out claimants. For greater certainty, this does not include settlements or judgments arising from claims for alleged loss or diminution of aboriginal language and culture. Should the Church or Board be named in any legal proceeding in which an IRS Abuse Claim is made, and the Government is not named, the Government agrees to indemnify the Church and Board for any Compensation for IRS Abuse Claims paid by them.

3.5 The parties agree that as of November 20, 2005 the sum of \$227,412 has been paid by the Church and Board in Compensation to Claimants for Validated Claims.

3.6 Within 60 days of this Agreement coming into force, the Government and the Church will agree on the amount of Compensation paid by the Church between November 20, 2005 and the date this Agreement comes into force (the "transition period"). If the amount paid in Compensation by the Church and Board between November 20, 2005 and the date upon which this Agreement comes into force exceeds \$489,540, then within 60 days of such agreement, the Government will pay to the Church and Board, jointly, such excess amount to be held in the Settlement Fund and applied in accordance with this Agreement.

3.7 No payments other than those provided for in Section 3.6 are required to be paid by the Government to the Church and/or Board to give effect to Section 8.1 of the Presbyterian Settlement Agreement under any circumstances.

3.8 Subject to Section 3.7, the balance in the Settlement Fund as of the date this Agreement comes into force shall be expended within no more than eight years in accordance with the following criteria:

3.8.1 Any amount in the Settlement Fund may, at the complete discretion of the Church and Board, be used to contribute to Compensation payable to a Claimant for an IRS

Abuse Claim, and the Government contribution to such Compensation shall be accordingly reduced.

3.8.2 Any amount in the Settlement Fund may be paid in grants for healing and reconciliation in accordance with Schedule A.

3.8.2.1 All decisions concerning the making of grants or the approval of In-Kind Services shall be made by the Presbyterian Fund for Healing and Reconciliation Committee (“PFHRC” or the “Committee”) which shall be composed of three members appointed by the Anglican Council on Indigenous People, one member appointed by the AFN, two members appointed collectively by the Church and Board, and one member appointed by the Government. Decisions shall be made by a majority of the Committee’s members.

3.8.2.2 The reasonable administration costs of operating the Committee may, with the consent in writing of the Government, be paid from the Settlement Fund. The Government may not unreasonably withhold the consent referred to in this Section.

3.8.3 Where In-Kind Services have been provided by the Church in accordance with this Part and Schedule A, and where the Government and the Church and the Board agree on the dollar value of such services, that dollar value may be withdrawn from the Settlement Fund by the Church and Board, provided that the total of such withdrawals does not exceed \$417,000.

3.8.3.1 “In-Kind” Services are subject to verification by the Committee and, on request by and at the expense of Government, to Government to ensure that the program or service provided, as implemented, meets the criteria in Schedule A and expenses are reasonable.

3.8.4 Any monies not paid out by the date set by Section 3.3 shall be transferred to the Aboriginal Healing Foundation, or to another charitable organization agreed upon unanimously by the Committee.

3.9 The Church and Board may reduce the amount in the Settlement Fund by any amount by which the Roman Catholic fundraising campaign falls short of raising \$25,000,000 multiplied by a factor of .01668.

3.9.1 No refund shall be paid to the Church and Board by the Government if before determining the shortfall referred to in Section 3.4 the Settlement Fund has paid out monies such that monies are not available to reduce the balance to reflect any Roman Catholic fundraising shortfall in whole or part.

3.9.2 The obligation of the Church and Board to pay the amount (in accordance with Schedule A to this Agreement) that is contingent on the Roman Catholic fundraising

campaign does not arise until such campaign has raised funds, and then only to the extent that funds are raised by the campaign multiplied by a factor of .01668.

3.9.3 Within 60 days of each anniversary date of the coming into force of this Agreement and for a period of 7 years thereafter, the Government shall provide the Church and Board with reasonable information as to the amount of money raised in the Roman Catholic Fundraising Campaign and paid into the Roman Catholic Healing and Reconciliation Fund.

3.9.4 For purposes of calculations under this Agreement, the Roman 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 Church and Board and the Government, but in no case shall the period exceed 10 years from the coming into force of this Agreement.

3.10 The Trustee Board of The Presbyterian Church in Canada shall hold the Settlement Fund, less any monies properly paid out from it, within its consolidated financial portfolio, which is governed by the Church's Statement of Investment Policies and Procedures (SIP&P). This portfolio is to be managed professionally under the direction and ongoing supervision of the Trustee Board of the Church with a desired return objective set at 3% above the rate of increase in the CPI before fees. The asset mix is to be fixed income 55%, Canadian Equities 20%, Canadian small Cap equities 5%, US Equities 10%, and International Equities 10%.

3.11 Section 4.2 of the Presbyterian Settlement Agreement is amended to provide that the Government shall reimburse the Church and Board as if the release and indemnity provided for in Sections 4.8 and 4.9 thereof were in force, whether or not it they are force at the time of the payment by the Church and the Board.

3.12 Section 3.6 of the Presbyterian 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.

3.13 The Church will provide documents to the Government as required to assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA.

#### **PART IV IRS ABUSE CLAIMS RESOLUTION**

4.1 Part II of the Presbyterian Settlement Agreement, except for Sections 2.2.2, 2.2.3, 2.3, 2.4, 2.17 and 2.18, is repealed and of no further force and effect. Sections 4.1, 4.3, 4.5, 4.6, and 5.6.3 of the Presbyterian Settlement Agreement are also repealed and of no further force and effect. In addition:

4.1.1 Section 2.18.1 is replaced by a provision that the releases shall be in conformity with the releases as provided for in the IRSSA Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders, in the case of Class Members, Cloud Class Members and

Non-resident Claimants, and Schedule B hereto in the case of persons who opt-out of the IRSSA, all as set out in Section 4.11 of this Agreement.

4.1.2 Sections 4.7 and 4.8 thereof are amended to provide that their release and indemnity provisions come into effect when there has been full compliance with the provisions of this Agreement concerning the payment of monies into and out of the Settlement Fund.

4.1.3 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 for 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 rights of the Church and Board 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 Church and Board.

4.4.1 Where the Church and the Board advise the Government in writing that they wish to be consulted before the Government settles an IAP claim from an IRS without holding a hearing, the Government will so consult provided that the Church and the Board engage 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 Church nor Board 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 the Church and Board with copies of IRS Statements of Claim served on the Government, and copies of Notices of Examinations it serves on IRS Claimants with claims from an IRS in order to facilitate informed decisions about potential participation by the Church and the Board.

4.6.1 The Church and Board 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 Church and Board to resolve the claim.

4.7 Where IRS Abuse Claims are being advanced in litigation, the Government and the Church and Board will 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 Church and Board, 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 the Church and Board not later than 120 days before the start of such trial, and the Church and Board will defend the claims or otherwise settle them.

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

4.8.2 The Government will further indemnify the Church and Board for legal fees and expenses incurred by them 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 date of resolution of the claim. The indemnification will be in an amount as agreed between the Government and the Church and Board, or as determined in accordance with Part VII of the Presbyterian Settlement Agreement. In the event of resort to Part VII the parties and any Mediator appointed under Section 7.6 of the Presbyterian 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 the Church and Board receive from the IAP Secretariat a copy of a Claimant's IAP application or receive from the Government a copy of an application to the DR Model, the Church and Board agree 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 the Church and Board elect 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 the Church or Board 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 the Church or Board where the Government requires the participation of such member, employee or former employee for its own purposes; 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 B.

**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 Presbyterian 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 Church and the Board:

The Presbyterian Church in Canada  
50 Wynford Drive  
Toronto, Ontario, M3C 1J7

Attention: The Rev. Stephen Kendall  
Fax: 416 441 2825

Copy to:  
Cassels Brock & Blackwell LLP  
Barristers and Solicitors  
40 King Street West  
Suite 2100  
Toronto, Ontario, M5H 3C2

Attention: John Page  
Fax: 416 640 3038

As to the Government:

Deputy Head,  
Office of Indian Residential Schools Resolution of Canada,  
3<sup>rd</sup> floor, 90 Sparks Street  
Ottawa, Ontario, K1A 0H4

Fax: 613 996 2811

Copy to:  
Department of Justice Legal Services,  
5<sup>th</sup> 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 Church and Board 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 Church and the Board or as a Claimant.

6.8 This Agreement and the Presbyterian Settlement Agreement as amended by this Agreement 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.

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 Church and Board 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 Church and the Board 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 Church and Board 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 PRESBYTERIAN CHURCH IN  
 ) CANADA  
 )  
\_\_\_\_\_)  
As to The Presbyterian Church in )  
Canada'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 TRUSTEE BOARD OF THE  
 ) PRESBYTERIAN CHURCH IN CANADA  
 )  
\_\_\_\_\_)  
As to The Trustee Board of the Presbyterian )  
Church in Canada'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:

)  
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)

**HER MAJESTY IN RIGHT OF CANADA**, as  
represented by the Minister of Indian Residential  
Schools Resolution Canada

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
As to the signature of Canada's  
representative

\_\_\_\_\_  
*(name of person signing)*

\_\_\_\_\_  
Minister

## **SCHEDULE A**

### **THE PRESBYTERIAN FUND FOR HEALING AND RECONCILIATION (“PFHR”)**

1. The PFHR Committee established under Section 3.8.2.1 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 the Church, 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 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 2 of this Schedule, the Committee as an interim measure 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 contribution provided that:

- a) it meets the criteria set out in sections 3 and 4 of this Schedule;
- b) the program or service did not exist before March 31, 2005 unless otherwise agreed to 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 \$23,000.

6. The parties agree that the Committee may meet and make decisions under article 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 Board and to the credit of their debt under this Agreement. For greater certainty, should this Agreement not come into force the decisions made under articles 5 and 6 shall have no force or effect and the Corporation has no obligation to make reimbursement.



## SCHEDULE B

### 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

\_\_\_\_\_