

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

N° 500-17-120468-221

S U P E R I O R C O U R T  
(Civil Division)

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**KAHENTINETHA**

-and-

**KARENNATHA**

-and-

**KARAKWINE**

-and-

**KWETIIO**

-and-

**OTSITSATAKEN**

-and-

**KARONHIATE**

Plaintiffs

v.

**SOCIÉTÉ QUÉBÉCOISE DES  
INFRASTRUCTURES**

-and-

**ROYAL VICTORIA HOSPITAL**

-and-

**MCGILL UNIVERSITY HEALTH CENTRE**

-and-

**MCGILL UNIVERSITY**

-and-

**CITY OF MONTREAL**

-and-

**ATTORNEY GENERAL OF CANADA**

Defendants

-and-

**ATTORNEY GENERAL OF QUEBEC**

Mis-en-cause

-and-

**OFFICE OF THE INDEPENDENT  
SPECIAL INTERLOCUTOR ON MISSING  
CHILDREN AND UNMARKED GRAVES  
AND BURIAL SITES ASSOCIATED  
WITH INDIAN RESIDENTIAL SCHOOLS**

Third-Party Intervenor

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## Rectified Settlement Agreement

WHEREAS the Plaintiffs have instituted proceedings in Superior Court file number 500-17-120468-221;

WHEREAS an order was issued by Justice Moore on October 27, 2022 inviting the parties to negotiate on the parameters of an appropriate (...) archeological plan.

WHEREAS the parties have attended a settlement conference before Justice Mayer on March 22, April 4, and April 6, 2023.

WHEREAS given the particular circumstances of this case, the parties wish to agree in the spirit of reconciliation on the parameters of an appropriate archeological plan, without any admission whatsoever.

WHEREAS, unless otherwise defined below, the term “parties” when utilized below refers to McGill University, the SQI, and the Kanien’keha:ka Kahnistensera.

The parties have agreed as follows:

1. The parties agree that archival and testimonial work will begin immediately and the results of such work will be communicated to the Panel (defined below) on an ongoing basis to inform their work.
2. McGill University will provide, on a best-efforts basis, expedited access to their archives, including restricted files as permitted by law, and will provide a McGill archivist to work with Dr. Marion-Patola of Know History.
3. The McGill University Health Centre (“MUHC”) provides a similar undertaking, also as permitted by law, with regard to its archives.
4. The Attorney-General of Canada (“Canada”) will provide, on a best-efforts basis and as permitted by law, expedited access to Library and Archives Canada, including restricted files.
5. Canada agrees to fund the two contracts between the Plaintiffs and Know History (“Statement Gathering” dated February 16, 2023 for an amount of \$60,678.06 and “Statement of Work Contract” dated February 22, 2023 for an amount of \$38,410.27). These contracts compose the preliminary phase of work to collect testimonies and design a detailed archival research plan and budget. Once a detailed archival research plan and budget is produced, Canada will give due regard to funding.
6. The parties agree to appoint a panel of three archeologists. The parties agree the names of the three archeologists will be: Dr. Adrian Burke, Justine Bourguignon Tétreault, and Dr. Lisa Hodgetts (the “**Panel**”). These three archeologists are jointly appointed by McGill University, SQI, and the Kanien’keha:ka Kahnistensera and will each act impartially and independently.

7. The parties agree that the Panel may be accompanied by a junior student archaeologist observer appointed by the Kanien'keha:ka Kahnistensera.
8. McGill University and the SQI will compensate the Panel members at their hourly rates.
9. In addition the Kanien'keha:ka Kahnistensera will appoint a Cultural Monitor(s), who can be present during the execution of the Techniques and conduct appropriate ceremonies paid at the rate of \$50 per hour by McGill University/the SQI.
10. The parties agree that the purpose of the Panel will be to study and walk the land, taking into account its topography, history and built environment, with a view to carrying out its mandate.
11. The mandate of the Panel is to assess and identify the appropriate archeological techniques (the "**Techniques**") to be used on different areas of the site to detect whether there are unmarked graves (also known as "**Mapping**"). The parties acknowledge that the Techniques may include varying methods. The Panel is also invited to make recommendations as to specialists to carry out the Techniques.
12. The Panel will report to the SQI, McGill, the Special Interlocutor, and the Kanien'keha:ka Kahnistensera.
13. SQI, McGill and the Kanien'keha:ka Kahnistensera agree to be bound by the recommendations of the Panel as to the Techniques and agree to be guided by the recommendations of the Panel as to the specialists to carry out the techniques and analyse the relevant data, but McGill and SQI retain discretion to retain other providers with the appropriate qualifications and expertise if the circumstances warrant.
14. The parties agree that Mapping on the site of the New Vic Project and the areas where work is necessary for autonomization of public service infrastructure (the "**Priority Zone**") will begin first and will be completed within three weeks of April 17, 2023.
15. The parties agree that Mapping on the remainder of the former Royal Victoria Site (the "**Non-Priority Zone**") will be completed within three months of April 17, 2023.
16. McGill University and the SQI will manage execution of the Techniques on a rolling basis as soon as Mapping is complete in a given area and the relevant permits are issued and for the first six months will keep the Kanien'keha:ka Kahnistensera advised in writing of the progress of the implementation of the Techniques every two weeks, unless the parties agree otherwise. McGill and SQI will advise the Kanien'keha:ka Kahnistensera in the event any permits relating to the Techniques are required, in order for them to be able to make (...) representations to the appropriate regulatory body.
17. The parties agree that if following the execution of the Techniques, there are no graves identified in a given area the excavation work can begin on a rolling basis, in a sensitive manner with appropriate monitoring that will allow a prompt reaction in the event there is some unexpected discovery, at which point McGill, SQI and the Kanien'keha:ka Kahnistensera will seek the advice of the Panel as to how to move forward.

18. All parties to these proceedings agree that the injunction aspect of the proceedings is discontinued as of today's date and give instructions to their respective counsel to file the necessary proceedings to that effect.
19. The present settlement agreement constitutes a transaction pursuant to the provisions of Articles 2631 and following of the *Civil Code of Québec*;
20. The parties have specifically requested that the present document be drafted in English. *Les parties aux présentes déclarent qu'elles ont expressément requis que ce document soit rédigé en anglais.*

*[Signatures appear on the following page]*

SIGNED at Montreal, this April 6, 2023

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**KAHENTINETHA**

Per:

SIGNED at Montreal, this April 6, 2023

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**KARENNATHA**

Per:

SIGNED at Montreal, this April 6, 2023

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**KARAKWINE**

Per:

SIGNED at Montreal, this April 6, 2023

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**KWETIIO**

Per:

SIGNED at Montreal, this April 6, 2023

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**OTSITSATAKEN**

Per:

SIGNED at Montreal, this April 6, 2023

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**KARONHIATE**

Per:

SIGNED at Montreal, this April 6, 2023

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**SOCIÉTÉ QUÉBÉCOISE DES  
INFRASTRUCTURES**

Per: *Sophie Mayes*  
*Directrice générale réglementation*  
*du site Royal Victoria*

SIGNED at Montreal, this April 6, 2023

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**MCGILL UNIVERSITY HEALTH  
CENTRE**

Per: *ANNE-MARIE DODDS*  
*CHEF, AFFAIRES JURIDIQUES*  
*POUR PATRICIA LEFEBURE, DGA*  
*DRE LUCIE OPATRY, PDG*

SIGNED at Montreal, this April 6, 2023

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**MCGILL UNIVERSITY**

Per: *LIVE THIBAUT*  
*GENERAL COUNSEL*

SIGNED at Montreal, this April 6, 2023

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CITY OF MONTREAL

Per: *Aurélie Arnaud*

SIGNED at Montreal, this April 6, 2023

*Attorney General of Canada*

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ATTORNEY GENERAL OF CANADA

Per:

SIGNED at Montreal, this April 6, 2023

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OFFICE OF THE INDEPENDANT  
SPECIAL INTERLOCUTOR ON  
MISSING CHILDREN AND UNMARKED  
GRAVES AND BURIAL SITES  
ASSOCIATED WITH INDIAN  
RESIDENTIAL SCHOOLS

Per:

SIGNED at Montreal this April 6 2023

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ATTORNEY GENERAL OF QUEBEC

Per: *Eric Bélanger*  
*Bernard Roy (Justice-Quebec)*

**SIGNED** at Montreal, this April 6, 2023

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