

AGREEMENT FOR RECOGNIZING INUIT ENROLLMENT



THIS AGREEMENT is effective from the 28 day of June 2024.

BETWEEN:
Inuit
Tapiriit
Kanatami
("ITK")

- and -

University of Saskatchewan ("USask")

(hereinafter referred to collectively as the "Parties" and individually as a "Party")

WHEREAS Inuit are a distinct rights-holding Indigenous People with their own history, identity, culture (including language) and way of life. Section 35 of the Canadian Constitution identifies three distinct Indigenous Peoples – First Nations, Inuit and Métis – who have their own origins, identities and representation;

AND WHEREAS the Inuit homeland, Inuit Nunangat, stretches across Arctic lands and waters. Inuit Nunangat encompasses 51 communities spanning the four Inuit regions: the Inuvialuit Settlement Region, Nunavut, Nunavik, and Nunatsiavut. Together, they comprise 40 per cent of Canada's land area, 72 per cent of its coastline, and major marine areas, including land fast sea ice, inland waters and offshore areas;;

AND WHEREAS Across Inuit Nunangat, there are five modern treaties (also known as land claims agreements, referred to here as 'Inuit-Crown treaties') in place between Inuit and the Crown: the *Inuvialuit Final Agreement*, the *Nunavut Agreement*, the *James Bay and Northern Quebec Agreement*, the *Nunavik Inuit Land Claims Agreement*, and the *Labrador Inuit Land Claims Agreement*. Among other items, the Inuit-Crown treaties set out specific Inuit rights related to lands and resources and also outline various governance arrangements, treaty obligations and objectives, that are specific to each of the four Inuit regions, including co-management, public government, and self-government arrangements;

AND WHEREAS the Inuit Treaty Organizations are also identified within each Inuit-Crown treaty:

The Inuvialuit Regional Corporation (*Inuvialuit Final Agreement*)
Nunavut Tunngavik Incorporated (*Nunavut Agreement*)
Makivvik (*James Bay and Northern Quebec Agreement*, *Nunavik Inuit Land Claims Agreement*)
The Nunatsiavut Government (*Labrador Inuit Land Claims Agreement*);

AND WHEREAS Inuit are people enrolled by the above listed Inuit Treaty Organizations in accordance with the eligibility criteria in the Inuit-Crown treaties or self-government agreements, wherever they may reside in Canada.

AND WHEREAS These Inuit Treaty Organizations come together to form the members of Inuit Tapiriit Kanatami (ITK), the national Inuit representative organization;

AND WHEREAS the USask has made an institutional commitment to Indigenize academia and has integrated this commitment into its University Plan 2025, a forward-thinking, strategic document that guides the USask's aspirations leading up to 2025;

AND WHEREAS the Parties have a common goal to ensure that Inuit are able to access, and to fully participate in, educational and professional opportunities;

AND WHEREAS the Parties have agreed to engage in activities that support Inuit access to, and full participation in, all of USask's offerings of educational and professional opportunities;

AND WHEREAS the United Nations Declaration on the Rights of Indigenous Peoples states that "Indigenous peoples have the right to determine their own identity or membership in accordance with their customs and traditions";

AND WHEREAS the Government of Canada has enacted the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14, which requires the Government of Canada to ensure that the laws of Canada are consistent with the *United Nations Declaration on the Rights of Indigenous Peoples*;

AND WHEREAS, Inuit have developed an Inuit Nunangat chapter of Inuit-specific priorities for inclusion in the National Action Plan to implement the United Nations Declaration on the Rights of Indigenous Peoples Act;

AND WHEREAS the Parties are committed to achieving reconciliation, which requires, among other things, a recognition of Inuit self-determination as critical components of their relationship.

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement:

"Inuit" refers to a distinct rights-holding Indigenous People with a distinct history, identity, culture (including language) and way of life. Section 35 of the Canadian Constitution identifies three distinct Indigenous Peoples – First Nations, Inuit and Métis – who have their own origins, identities and representation;

"Inuit Nunangat" means the Inuit homeland, which stretches across Arctic lands and waters. For the purpose of this Agreement, the boundaries of Inuit Nunangat are the same as the Inuit-Crown treaties and self-government agreements in Canada, encompassing 51 communities spanning the four Inuit regions: the Inuvialuit Settlement Region, Nunavut, Nunavik, and Nunatsiavut;

"Inuit Treaty Organization" means one of the Inuvialuit Regional Corporation, Nunavut Tunngavik Incorporated, Makivvik or the Nunatsiavut Government ;

"Agreement" means this Agreement;

"Students" means students including, but not limited to, certificate students, graduate students, professional students, and undergraduate students; and

"Workers" means professionals including, but not limited to, adjunct professors, consultants, employees, independent contractors, staff members, teaching assistants, and tenured professors.

1.2. In this Agreement, words and phrases with specific meanings have been identified in the text by capitalization of the word or phrase.

1.3. In this Agreement, a citation of, or a reference to, any legislation is deemed to be a citation of, or a reference to, the legislation as amended from time to time.

2. PURPOSE

2.1. This Agreement is intended to formalize the Parties' shared commitment to establishing:

- (a) a process for ensuring that Students who are enrolled at USask, who are offered awards, financial assistance, positions, or other opportunities, based on Inuit beneficiary status are Inuit;
- (b) a process for ensuring that workers who are professionally engaged by the USask based on Inuit beneficiary status are Inuit;
- (c) a process for ensuring that any **research** funding designated for Inuit is provided solely to individuals who are enrolled with an Inuit Treaty Organization; and
- (d) a process for ensuring that any Procurement opportunities designated for Inuit are provided solely to individuals who are enrolled with an Inuit Treaty Organization.

3. OBJECTIVES

3.1. The Parties agree that it is in their common interest to establish a formal, objective, and secure process for verifying enrollment with an Inuit Treaty Organization of individuals who apply for the USask's Indigenous specific opportunities or positions for students or workers based on Inuit beneficiary status, the process will:

- (a) protect the USask's integrity and reputation by ensuring that Students who are enrolled at, or who are offered awards, financial assistance, positions, or other opportunities by the USask based on Inuit beneficiary status are enrolled with an Inuit Treaty Organization;
- (b) protect the USask's integrity and reputation by ensuring that workers who are professionally engaged by the USask based on Inuit beneficiary status are enrolled members of an Inuit Treaty Organization;
- (c) protect Inuit Treaty Organizations inherent right to determine their own beneficiary members;
- (d) prevent the harmful appropriation of Inuit identity by individuals who are not members of Inuit Treaty Organizations;
- (e) respect Inuit self-determination; and
- (f) support and advance the Parties' commitment to reconciliation.

3.2. The Parties agree that the objectives set out in Section 3.1 will be advanced through their respective commitments contained herein.

4. ITK's COMMITMENTS

- 4.1. ITK will provide a liaison function between USask and Inuit Treaty Organizations.
- 4.2. ITK will collaborate with the USask to establish a formal, objective, and secure process for verifying enrollment with Inuit Treaty Organizations for individuals who apply for the USask's Indigenous specific opportunities, including in procurement and research funding, or positions for students or workers based on Inuit beneficiary status.

5. USASK'S COMMITMENTS

- 5.1. The USask will verify that individuals who apply for the USask's Indigenous specific opportunities, including in procurement and research, or positions for students or workers based on Inuit beneficiary status are enrolled with Inuit Treaty Organizations.
- 5.2. The USask acknowledges and recognizes that only the Registries of each of Inuit Treaty Organizations recognized by the ITK are authorized to verify the enrollment of Inuit.
- 5.3. The USask will collaborate with the ITK to establish a formal, objective, and secure process for verifying enrollment of Inuit who apply for the USask's Indigenous specific opportunities or positions for students or workers based on Inuit beneficiary status and enrollment with Inuit Treaty Organizations.

6. GENERAL

- 6.1. This Agreement comes into force upon execution as of the date first written above and will be reviewed by the Parties periodically, but not less than once every five (5) year period.

IN WITNESS WHEREOF,

the Parties have duly executed this Agreement as of the date first written above.

INUIT TAPIRIIT KANATAMI



Natan Obed

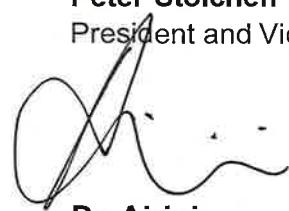
President, Inuit Tapiriit Kanatami

UNIVERSITY OF SASKATCHEWAN



Peter Stoicheff

President and Vice-Chancellor



Dr. Airini

Provost and Vice-President
Academic