

**TERMS AND CONDITIONS**

**FOR THE DELIVERY OF PERSONAL CREDITS TO INUIT CEP RECIPIENTS**

**UNDER THE INDIAN RESIDENTIAL SCHOOLS SETTLEMENT AGREEMENT**

**Final Version**

**October 10, 2013**

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## 1. PREAMBLE

1.01 The Indian Residential Schools Settlement Agreement came into effect on September 19, 2007 and pursuant to its provisions, Canada placed \$1.9 billion into a trust fund referred to as the Designated Amount Fund intended to be allocated among eligible claimants for the Common Experience Payment or CEP.

1.02 Article 5.07 of the Indian Residential Schools Settlement Agreement provides where the balance in the Designated Amount Fund exceeds the amount required to make the Common Experience Payment to all Eligible CEP Recipients who have applied before the CEP application deadline by more than \$40 million, the excess will be apportioned pro rata to all Eligible CEP Recipients who received a CEP to a maximum amount of three thousand dollars (\$3,000.00) per person in the form of Personal Credits or PC.

## 2. DEFINITIONS

In these Terms and Conditions, capitalized terms not otherwise defined have the following meanings:

**“Administration Plan”** means the administration plan developed by the class action administration expert and approved by the court;

**“Agent of the Trustee”** means the organization appointed by the court to administer the Personal Credits process under the IRSSA;

**“Child”** includes a child:

- a. adopted pursuant to federal, provincial and territorial legislation;
- b. adopted pursuant to Inuit customary law when:
  - i. a certificate of customary adoption was issued for the child by a province or territory; or
  - ii. Custom Adoption Documents are provided for the child.

**“Common Experience Payment” or “CEP”** means a lump sum payment made to an eligible CEP recipient in the manner set out in Article Five (5) of the IRSSA;

**“Custom Adoption Documents”** means a written declaration of custom adoption of an Inuk CEP Recipient with respect to a child supported by a statement of an Inuit Representative or its enrolment division;

**“Distance Education Programs”** means an educational process in which all or the majority of the instruction occurs when the learner and instructor are not physically located in the same place at the same time, and includes without limitation online courses;

**“Educational Programs or Services”** shall include, but not be limited to, those provided by universities, colleges, trade or training schools, including programs or services which relate to literacy or trades or to the preservation, reclamation, development or understanding of Inuit history, cultures, or languages;

**“Eligible Education Entity or Group”** means an education entity or group described in Article 7;

**“Eligible Educational Programs or Services”** means the educational programs or services described in Article 8;

**“Family Class Member”** means:

- a. the spouse, Child, grandchild, parent, grandparent or sibling of an Inuk CEP Recipient;
- b. the spouse of a Child, grandchild, parent, grandparent or sibling of an Inuk CEP Recipient;
- c. a former spouse of an Inuk CEP Recipient;
- d. the Child, or other lineal descendent of a grandchild of an Inuk CEP Recipient;
- e. a person of the same or opposite sex to an Inuk CEP Recipient who cohabited for a period of at least one year with that Inuk CEP Recipient immediately before his or her death;
- f. a person of the same or opposite sex to an Inuk CEP Recipient who was cohabiting with that Inuk CEP Recipient at the date of his or her death and to whom that Inuk CEP Recipient was providing support or was under a legal obligation to provide support on the date of his or her death;
- g. any other person to whom an Inuk CEP Recipient was providing support for a period of at least three years immediately prior to his or her death;

- h. a person of the same or opposite sex to an Inuk CEP Recipient who cohabited for a period of at least one year with that Inuk CEP Recipient immediately before the Inuk CEP Recipient delivered a Personal Credits Acknowledgement Form to the Agent of the Trustee;
- i. a person of the same or opposite sex to an Inuk CEP Recipient who was cohabiting with that Inuk CEP Recipient immediately before the Inuk CEP Recipient delivered a Personal Credits Acknowledgement Form to the Agent of the Trustee and to whom that Inuk CEP Recipient was providing support or was under a legal obligation to provide support; and
- j. any other person to whom an Inuk CEP Recipient was providing support for a period of at least three years immediately prior to delivering a Personal Credits Acknowledgement Form to the Agent of the Trustee.

**“Inuit Language or Cultural Programs or Services”** means any program or service which relates to the preservation, reclamation, development or understanding of Inuit history, cultures or languages;

**“Inuit Representatives”** means Inuvialuit Regional Corporation, Nunavut Tunngavik Inc., and Makivik Corporation;

**“Inuk CEP Recipient”** means any Inuk who received or will receive a CEP and, when applicable, his or her Personal Representative;

**“IRSSA”** means the Indian Residential Schools Settlement Agreement;

**“PC Acknowledgement Form”** means the form to be completed by an Inuk CEP Recipient in order to identify how the Inuk CEP Recipient wishes to use Personal Credits;

**“PC Applicant”** means an Inuk CEP Recipient who has applied to receive his or her Personal Credits by submitting a PC Acknowledgement Form;

**“PC Application”** means an application by an Inuk CEP Recipient initiated by submission of a PC Acknowledgement Form and completed by submission of a PC Redemption Form;

**“PC Application Deadline”** means the date set forth by the Agent of the Trustee as the deadline for an Inuk CEP Recipient to apply for the Personal Credits;

**“PC Implementation Date”** means the date set by the court for the initiation of the Personal Credits process;

**“PC Inuit Appeal and Advisory Committee”** means the body established to process requests for assistance from the Agent of the Trustee, decide appeals of the decisions of the Agent of the Trustee, and prepare directives on the administration of Personal Credits;

**“PC Redemption Form”** means the form completed by an Inuk CEP Recipient or PC Transferee and an Eligible Education Entity or Group in order to use Personal Credits and obtain payment for eligible expenses;

**“PC Termination Date”** means the date to be specified by the court for the termination of the Personal Credits process;

**“PC Transferee”** means the transferee of Personal Credits which is a Family Class Member of one or more PC Transferors;

**“PC Transferor”** means an Inuk CEP Recipient who elects to transfer all or part of his or her Personal Credits to one or more PC Transferees;

**“Personal Credits” or “PC”** means credits that have no cash value, are transferable only to a family member who is a Family Class Member, may be combined with the Personal Credits of other individuals and are only redeemable for either personal or group education services provided by Eligible Education Entities or Groups, to a maximum amount of \$3,000 per Inuk CEP Recipient;

**“Personal Representative”** includes, if a person is deceased, an executor, administrator, estate trustee, trustee or liquidator of the deceased or, if the person is mentally incompetent, the tutor, committee, guardian, curator of the person or the Public Trustee or their equivalent or, if the person is a minor, the person or party appointed to administer his or her affairs or the tutor where applicable;

**“Person Under Disability”** means:

- a. a minor as defined by that person’s Province or Territory of residence; or

- b. a person who is unable to manage or make reasonable judgments or decisions in respect of his or her affairs by reason of mental incapacity and for whom a Personal Representative has been appointed;

**“Terms and Conditions”** means the terms and conditions contained in this document; and

**“Trustee”** means Her Majesty the Queen in Right of Canada as represented by the incumbent Ministers from time to time responsible for Indian Residential Schools Resolution and Service Canada. As at January 1, 2013, the representative Ministers are the Minister of Aboriginal Affairs and Northern Development and the Minister of Human Resources and Skills Development, respectively.

### **3. IMPLEMENTATION**

3.01 The Trustee shall minimize all administrative costs relating to the implementation of the Personal Credits process.

### **4. COMMUNICATIONS**

4.01 The PC Notice Plan shall provide for communication activities in the broadcasting and printed media.

4.02 The first direct written communication regarding Personal Credits from the Agent of the Trustee to an Inuk CEP Recipient will clearly indicate in Inuktitut, Inuinnaqtun, or Inuttitut that the general information on Personal Credits and the instructions on how to complete the PC Acknowledgement Form are available in Inuktitut, Inuinnaqtun, or Inuttitut upon request. General information and instructions on how to complete the PC Redemption Form will also be available to Inuit CEP Recipients in the same languages upon request.

4.03 The Agent of the Trustee shall assist Inuit CEP Recipients at every phase of the Personal Credits process in accordance with the Administration Plan which shall include a commitment to hire a minimum of two (2) communication workers (help desk) who together are fluent in Inuktitut, Inuinnaqtun, or Inuttitut.

### **5. ELIGIBILITY**

5.01 Every Inuk CEP Recipient is eligible to redeem Personal Credits.

## **6. USES OF THE PERSONAL CREDITS**

6.01 An Inuk CEP Recipient may personally use some or all of his or her Personal Credits or elect to transfer some or all of such Personal Credits to a maximum of two (2) PC Transferees. The Personal Credits transferred shall not have a monetary value of less than one thousand dollars (\$1,000).

6.02 A maximum of two (2) redemptions may be made per \$3,000 Personal Credits.

6.03 An Inuk CEP Recipient or a PC Transferee may use his or her Personal Credits with Eligible Education Entities or Groups to participate in any Eligible Educational Programs or Services:

- a. normally offered to the public by a recognized educational entity or group;
- b. designed to develop or improve basic literacy and numeracy skills; or
- c. which is an Inuit Language or Cultural Program or Service.

6.04 An Inuk CEP Recipient may elect to pool his or her Personal Credits with the Personal Credits of other Inuit CEP Recipients to participate in group Inuit Language or Cultural Programs or Services, or other Eligible Educational Programs or Services, offered by Eligible Education Entities or Groups.

6.05 Once an Eligible CEP Recipient or PC Transferee has elected to redeem Personal Credits with an Eligible Educational Program or Service, the CEP Recipient or PC Transferee may not change this election unless the course, program or education service is no longer available.

## **7. ELIGIBLE EDUCATION ENTITIES OR GROUPS**

7.01 The Agent of the Trustee shall recognize as an Eligible Education Entity or Group the following institutions:

- a. every education entity or group described in Sections 7.04 and 7.05;
- b. Inuvialuit Regional Corporation; Nunavut Tunngavik Inc. and Makivik Corporation;



- c. any education entity or group jointly approved by Canada and the Inuit Representatives; or
- d. any other education entity or group approved by the PC Inuit Appeal and Advisory Committee.

7.02 The Agent of the Trustee shall maintain and keep current on its website a list of all Eligible Education Entities or Groups during the Personal Credits process.

7.03 If in the opinion of the Agent of the Trustee, an education entity or group proposed by a PC Applicant is not an Eligible Education Entities or Groups, the Agent of the Trustee shall so advise the PC Applicant.

7.04 The following entities or groups shall be considered Eligible Education Entities or Groups:

- a. Elementary and secondary schools situated in the Inuvialuit Settlement Region and Inuvik, Nunavut and Nunavik (Grades K-12);
- b. Post-secondary institutions in Canada such as universities or colleges;
- c. Technical institutes or trade schools in Canada;
- d. Community-based organizations and centres located in the Inuvialuit Settlement Region and Inuvik, Nunavut and Nunavik recognized by the Inuit Representative based in that region; and
- e. Early childhood education centres or early years programs (0-6 years) situated in the Inuvialuit Settlement Region and Inuvik, Nunavut and Nunavik.

7.05 For the purposes of this Article 7, institutions or groups offering Inuit Language or Cultural Programs or Services in the Northwest Territories, Nunavut or Quebec shall be considered Eligible Education Entities or Groups if they are financed, supervised or otherwise recognized by one of the following organizations:

- a. Inuvialuit Regional Corporation (Northwest Territories);
- b. Nunavut Tunngavik Inc., Kitikmeot Inuit Association, Kivalliq Inuit Association, Qikiqtani Inuit Association, (Nunavut); or

c. Makivik Corporation (Quebec).

## **8. ELIGIBLE EDUCATIONAL PROGRAMS OR SERVICES**

- 8.01. Every educational program or service offered by an Eligible Education Entity or Group shall be recognized by the Agent of the Trustee as an eligible Educational Program or Service.
- 8.02. An Inuk CEP Recipient or a PC Transferee may redeem his or her Personal Credits to participate in programs or services offered by Eligible Education Entities and Groups, including Distance Education Programs.
- 8.03. Personal Credits may be applied towards a variety of educational expenses, such as tuition and associated fees, transportation costs, lodging or accommodation costs, meal costs, books, computer equipment, program supplies and other expenses incidental to the participation by an Inuk CEP Recipient or a PC Transferee in Educational Programs or Services, including Inuit Language or Cultural Programs or Services.
- 8.04. In addition to the option set forth in Section 6.04 for pooling Personal Credits with unspecified Inuit CEP Recipients for the purpose of Inuit Language or Cultural Programs or Services or any other Eligible Educational Programs or Services, Inuk CEP Recipients may participate with one or more of his or her Family Class Members or community members in such programs or services offered to families or communities by an Eligible Education Entity or Group.
- 8.05. If in the opinion of the Agent of the Trustee, an educational program or service proposed by a PC Applicant is not an Eligible Educational Program or Service, the Agent of the Trustee shall so advise the PC Applicant.

- 8.06 Personal Credits are not intended to reduce existing funding for educational costs which are already covered by existing provincial, territorial or federal student financial assistance programs or programs of general application.
- 8.07. Canada will make its best efforts to obtain the agreement of the provinces and territories that the receipt of Personal Credits will not affect the quantity, nature, or duration of any social benefits or social assistance benefits payable to an Inuk CEP Recipient or PC Transferee pursuant to any legislation of any province or territory of Canada.
- 8.08 Canada will make its best efforts to obtain the agreement of the necessary federal government departments that the receipt of Personal Credits will not affect the quantity, nature, or duration of any social benefits or social assistance benefits payable to an Inuk CEP Recipient or PC Transferee pursuant to any social benefit programs of the Federal government.

## 9. INUIT LANGUAGE OR CULTURAL PROGRAMS OR SERVICES

- 9.01 The general information accompanying the PC Acknowledgement Form sent to Inuit CEP Recipients shall contain the following information:

*“If you wish to participate in group Inuit cultural and language programs and if you want the assistance of your Inuit Land Claim Organization, please contact your Inuit Land Claim Organization. Inuit Land Claim Organization means Inuvialuit Regional Corporation, Makivik Corporation, or Nunavut Tunngavik Inc.”*

- 9.02 The declaration and signature section of the PC Acknowledgement Form sent to Inuit CEP Recipients shall contain the following statement:

*“I agree to the sharing of my personal information, including but not limited to my contact information, with the Government of Canada and necessary third parties authorized by the court, only for the purposes of processing my request to use Personal Credits, including for the development of Group Education programs and services(please check box)  Yes  No.”*

## **10. TRANSFERABILITY**

- 10.01 An Inuk CEP Recipient may transfer Personal Credits to a Family Class Member in accordance with the Administration Plan. A Personal Representative has all the rights that the Inuk CEP Recipient would have had to use Personal Credits by transferring the Personal Credits to a Family Class Member.
- 10.02. An Inuk CEP Recipient may transfer all or a portion of his or her Personal Credits to a maximum of two (2) Family Class Members. The Personal Credits transferred shall not have a monetary value of less than one thousand dollars (\$1,000).
- 10.03 A PC Transferee may receive Personal Credits from one or more Inuit CEP Recipients.
- 10.04 The requirements to establish that a PC Transferee and a PC Transferor are Family Class Members shall be established on the basis of official documents such as birth certificates, marriage certificates, adoption or Custom Adoption Documents or other documents satisfactorily evidencing the family relationship.
- 10.05 When the documents identified in Section 10.04 are not available, the family relationship between a PC Transferee and a PC Transferor may be established:
- a. by affidavits of the PC Transferee and PC Transferor; or
  - b. by a statement signed by the respective enrolment division of the Inuit Representatives confirming that according to their records the proposed PC Transferee is a Family Class Member of the PC Transferor.
- 10.06 A PC Transferee may not transfer Personal Credits to any other persons, but in the event of death or disability of the PC Transferee prior to the submission of the PC Redemption Form to the Agent of the Trustee, the Personal Credits may be transferred back to the PC Transferor. Disability means severe, sustained mental or physical incapacity, as evidenced by a medical certificate signed by a licensed physician.

## **11. APPLICATION PROCESS**

- 11.01 Each Inuk CEP Recipient may submit a PC Application for the Personal Credits between the PC Implementation Date and the PC Application Deadline.
- 11.02. The Agent of the Trustee will distribute Personal Credits as directed by the Inuk CEP Recipient provided that:
- a. the Inuk CEP Recipient has submitted a complete and compliant PC Application to the Agent of the Trustee;
  - b. the PC Application is received prior to the PC Application Deadline;
  - c. the Personal Credits will be used by the Inuk CEP Recipient or by a maximum of two (2) PC Transferees, or a combination thereof, for a maximum of two (2) redemptions per \$3,000 Personal Credits; and
  - d. the PC Application otherwise complies with these Terms and Conditions.

## **12. PROCESSING COMPLETE AND COMPLIANT PC APPLICATIONS**

- 12.01 The Agent of the Trustee shall process a complete PC Application complying with these Terms and Conditions within 30 days of its receipt in accordance with the Administration Plan.
- 12.02 The Agent of the Trustee shall send a letter and PC Redemption Form to the PC Applicant advising the PC Applicant that the PC Application was approved and informing the PC Applicant of the process to use Personal Credits.
- 12.03 The Personal Credits with respect to approved PC Applications shall be distributed to the Eligible Education Entities or Groups in accordance with these Terms and Conditions and the PC Administration Plan.

### **13. PROCESSING INCOMPLETE OR DEFICIENT PC APPLICATIONS**

- 13.01 The Agent of the Trustee shall process a PC Application which is incomplete or otherwise fails to comply with these Terms and Conditions in accordance with the Administration Plan.
- 13.02 The Agent of the Trustee shall give a PC Applicant multiple opportunities to remedy any deficiency by providing additional information or documents or by amending his or her PC Application. Deficiencies include but are not limited to when:
- a. the PC Applicant fails to establish that a proposed transferee is a Family Class Member; or
  - b. the proposed provider of the Educational Programs or Services is not an Eligible Education Entity or Group.
- 13.03 When the Trustee concludes that the PC Application is deficient for one or more of the reasons identified in Section 13.02, it shall so advise the PC Applicant in writing or by telephone within thirty (30) days from the receipt of the PC Application. The Agent of the Trustee shall advise the applicant to remedy the deficiency.
- 13.04 The Agent of the Trustee shall provide information to the PC Applicant in the letter or on the telephone on how to remedy the deficiency.
- 13.05 When a PC Application is denied, the Agent of the Trustee shall send a letter to the PC Applicant advising the PC Applicant that the PC Application was denied and informing the PC Applicant of his or her right to appeal the decision of the Agent of the Trustee.
- 13.06 The Agent of the Trustee shall deny all applications that remain incomplete or deficient as of December 1, 2014.

### **14. INUIT APPEAL AND ADVISORY COMMITTEE**

- 14.01 A PC Inuit Appeal and Advisory Committee shall be established and made up of:
- a. one representative of Canada;
  - b. one representative of the Inuit Representatives; and
  - c. one representative appointed by the court.

- 14.02 A PC Applicant shall be entitled to appeal a decision of the Agent of the Trustee.
- 14.03 A PC Applicant may request an appeal of a decision of the Agent of Trustee on any of the following grounds:
- a. the proposed PC Transferee shall be recognized as a Family Class Member;
  - b. a proposed education entity or group shall be recognized as an Eligible Educational Entity or Group; and
  - c. a proposed program or service shall be recognized as an Eligible Education Program or Service.
- 14.04 A PC Applicant may appeal a decision of the Agent of the Trustee with the PC Inuit Appeal and Advisory Committee by completing and filing an appeal form with the Agent of the Trustee.
- 14.05 The PC Inuit Appeal and Advisory Committee will not hold hearings. The appeal shall be in writing.
- 14.06 The PC Inuit Appeal and Advisory Committee may:
- a. substitute its own decision;
  - b. allow some or all of the grounds of appeal;
  - c. deny some or all of the grounds of appeal; or
  - d. a combination of the above.
- 14.07 Decisions of the PC Inuit and Advisory Committee will be based on the agreement of two out of the three members and the decision will be final.
- 14.08 The PC Inuit Appeal and Advisory Committee shall meet by phone or video conference, unless an in-person meeting is the most economical manner or required for efficiency purposes. The members shall be paid from the Designated Amount Fund in accordance with a budget approved by the court.

14.09 The Agent of the Trustee may refer any question it may have concerning Personal Credits to the PC Inuit Appeal and Advisory Committee for guidance. Canada or the Inuit Representatives may refer any question they may have concerning Personal Credits to the PC Inuit Appeal and Advisory Committee for guidance.

## **15. STATISTICAL AND REPORTING OBLIGATIONS**

15.01 The Agent of the Trustee shall provide to the Inuit Representatives periodic reports with aggregated statistical information that does not disclose personal information regarding the distribution of Personal Credits.

15.02 The statistical information to be shared under Section 15.01 shall include, without limitation, statistics on:

- a. Inuit CEP Recipients who have submitted a complete and compliant PC Application;
- b. Inuit CEP Recipients who have submitted an incomplete and deficient PC Application, and the reasons thereof;
- c. Inuit CEP Recipients whose PC Applications were denied, and the reasons thereof;
- d. Inuit CEP Recipients who have appealed decisions of the Agent of the Trustee with the PC Inuit Appeal and Advisory Committee, and the outcome of such appeals;
- e. Inuit CEP Recipients or PC Transferees who have redeemed the Personal Credits and the monetary value of the Personal Credits redeemed;
- f. amount of Personal Credits transferred to PC Transferees and number of PC Transferees;
- g. Eligible Education Entities or Groups with which the Personal Credits have been redeemed by Inuit CEP Recipients or PC Transferees; and



h. categories of Eligible Educational Programs or Services for which Personal Credits have been redeemed, including Inuit Language or Cultural Programs or Services.

15.03 The Agent of the Trustee shall, on the request of an Inuit Representative, provide the statistical information identified in this Article 15 on Inuit CEP Recipients or PC Transferees identified with such Inuit Representative (Inuit (Quebec), Inuit (Nunavut), and Inuvialuit).

15.04 The statistical information provided by the Agent of the Trustee to the Inuit Representatives will be used by the Inuit Representatives to assist Inuit CEP Recipients and PC Transferees with the Personal Credits process.

15.05 The Agent of the Trustee shall, within 3 months after the termination of its administration of the Personal Credits, provide to the Inuit Representatives a detailed report regarding the Inuit PC Applications which have been redeemed, partially redeemed, denied, or approved but not redeemed on or before the PC Termination Date.

## **16. FUNDING FOR INUIT REPRESENTATIVES**

16.01 Inuit Representatives shall be provided funding to assist with the administration by the Agent of the Trustee of the Personal Credits to be distributed to Inuit CEP Recipients or their PC Transferees.

16.02 The Inuit Representatives will use the funding to:

a. generally assist Inuit CEP Recipients and their PC Transferees;

b. act as the representative of CEP Recipients requesting assistance to facilitate communications with the Agent of the Trustee;

c. assist Inuit CEP Recipients and PC Transferees establishing that they are Family Class Members;

d. generally assist education entities or groups;

- e. assist education entities or groups in the development of Inuit Language or Cultural Programs or Services;
- f. develop, negotiate, administer, and assist with Personal Credits distribution agreements with Eligible Education Entities or Groups for the delivery of Inuit Language or Cultural Programs or Services, as contemplated by Article 9 of these Terms and Conditions.
- g. appoint agent(s) to carry out all or some of the assistance duties set forth in this Section 16.02.

16.03 The maximum amount of funding to be paid to the Inuit Representatives to provide the services listed in Article 16.02 shall be as follows:

- a. \$385,000 for general administrative expenses; and
- b. \$800,000 to pay for employees or agents.