

# British Columbia Métis Federation

## Statement of Cooperation (SOC)

This Statement of Cooperation made as of the Saturday, September 22<sup>nd</sup>, 2012.

#### Between

The British Columbia Métis Federation

-and-

Northern Interior Métis Cultural Society (NIMCS)

The "Parties"

### Whereas

- 1. The Métis people 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 BCMF is recognized as a representative body for the Métis people living in British Columbia.
- 3. Except as provided herein, the Parties hereto acknowledge the independence and autonomy of one another.
- 4. The Parties will in a spirit of mutual respect and co-operation, work together on issues that affect the Métis people of British Columbia.
- 5. The Parties shall establish and maintain open and respectful communications with one another.
- 6. The relationship between the Parties shall be based on mutual trust and respect consistent with existing Métis community, business and consultation protocols.

### **Now Therefore the Parties Agree**

- 1. BCMF will support the policy and programming needs of the NIMCS;
- 2. The NIMCS will support membership in the BCMF;



- 3. The BCMF will invite NIMCS to all general meetings and ensure communication on a regular basis;
- 4. The NIMCS will invite BCMF to meetings and ensure communications on a regular basis;
- 5. The NIMCS agrees to participate in any BCMF elections and general meeting;

### **BCMF Accountably**

- BCMF agrees to hold democratic elections for its directors within two (2) years of its last election; and
- 2. The BCMF will respect the autonomy of NIMCS and will ensure that the needs of the NIMCS are considered when making decisions affecting the NIMCS.

## Term of the SOC

- 1. This SOC comes into effect as of the date it is fully executed by both parties, and continues until terminated by either Party or until such other date as the Parties may agree to hereafter in writing.
- 2. Either Party may elect to terminate this SOC upon the provision of sixty (60) days' advance written notice to the other Party.
- 3. The provisions of this SOC may only be amended by mutual consent and written agreement by the Parties.

## **Dispute Resolution**

- 1. The Parties are committed to resolving any differences or disputes informally that may arise under this SOC in a timely, practical and respectful manner.
- 2. If differences or disputes under this SOC cannot be resolved within a reasonable period of time, it will be referred to the President of the NIMCS and the BCMF President for resolution by them.

#### General

 Any notices or communications required or permitted to be given pursuant to this SOC will be in writing and delivered to, or sent by prepaid courier, confirmed facsimile, or confirmed email, addressed as follows:



(a) in the case of BCMF:

British Columbia Métis Federation

Attention:

Keith Henry, President

300-3665 Kingsway, Vancouver, BC

V5R 5W2

Telephone:

1-778-388-5013

Email:

k.henry@bcmetis.com

(b) in the case of NIMCS:

Attention:

Patrick Pocha, President

1646 Juniper Street Prince George B.C.

V2L 1N5

Phone:

1-250-562-7657

Email:

patshair@shaw.ca

**IN WITNESS WHEREOF** the Parties have agreed to this SOC.

Per:

Name of NIMCS

Patrick Pocha, President

Date: September 22<sup>nd</sup>, 2012

Per:

**British Columbia Métis Federation** 

Keith Henry, President

Date: September 22<sup>nd</sup>, 2012