

## ARCHAEOLOGY AND BURIAL POLICY

1. Within this policy the following definitions apply:

The “**Territory**” is including but not limited to the lands described as the Haldimand Proclamation Lands and the 1701 Treaty Lands.

The “**Project**” is any impact or disturbance.

“**Burial**” includes not only human remains but also funerary objects, and includes unintentional as well as intentional burials, and burials of part of a human being as well as of entire bodies.

“**Haudenosaunee Law and Customs**”

“**Funerary objects**” means objects that have been buried with a person.

“**Registrar**” means the Registrar of the Cemeteries Branch of the Ontario Ministry of Government Services.

“**Respected**” in the context of a burial, means that once it is located it shall not be subjected to further disturbance.

“**Site Disposition Agreement**” a landowner may register an agreement concerning the protection of any burial site pursuant to the Ontario Cemeteries Act.

*Ontario Cemeteries Act.* In acknowledgment of this, we will seek to ensure that their conduct and processes pursuant to this agreement meet or exceed the standards and requirements of that statute.

2. In the Haudenosaunee view, protecting burials is a matter of rights and obligations: the obligations are to the ancestors and in accordance with Haudenosaunee law and custom; the rights are matters of law and also exist in the context of Haudenosaunee Treaty relations with the Crown. The ancestors are considered to be an integral part of the people, and they are acknowledged and provided for in the annual cycle of ceremonies. In Haudenosaunee law, it is fundamentally wrong to interfere with burials.
3. In order to protect, avoid and respect any burials that might be affected, we agree that there should be prior investigation by professional archaeologists, with the assistance of an osteologist, to determine the extent and location of any burials. This Agreement governs the conduct of that archaeological investigation.
4. We intend that the archaeological investigations will be completed far enough in advance of any construction that construction plans will be adjusted to accommodate the integrity and dignity of any burials, or Haudenosaunee protocols.
5. The Haudenosaunee will develop a list of licensed archaeological firms and archaeologists they consider suitable for the archaeological work to be undertaken pursuant to this agreement.
6. All archaeological work will meet or exceed standards set pursuant to the Ontario Heritage Act and its Regulations, and those set in Ontario Ministry of Culture guidelines and permits concerning archaeological methodology and analysis. The archaeological work will be conducted in a way that respects Haudenosaunee law and customs.
7. Each future contract for archaeological work in the right-of-way of the Project shall require that a person designated by the Haudenosaunee shall be hired as part of the archaeological team. This

person shall have the same authority as the archaeologist in charge to stop work on a site if a burial is found, or in situations where Haudenosaunee protocols differ greatly from that of the Ontario Ministry guidelines. Where a contract involves simultaneous work at several separate sites, enough workers shall be hired to ensure consistent monitoring of the archaeological work.

8. In addition to the workers referred to in Paragraph 7, the Haudenosaunee may designate persons who shall have the right to monitor or inspect any archaeological site during the time that work on that site is being conducted. The Haudenosaunee will notify the persons so designated.
9. Where an isolated human bone or tooth is found, we will immediately discuss whether the find is a burial, and whether it will be dealt with pursuant to this agreement.
10. If a burial is found during archaeological or construction work in connection with the Project:
  - a.) All archaeological or construction on that site will stop immediately.
  - b.) The person in charge of the archaeological or construction work, as the case may be, shall immediately provide notice both by telephone and by facsimile to the Haudenosaunee Development Institute, contact information provided at the beginning of the policy. The notice will include the location of the burial and any information available to the person giving notice at the time.
  - c.) The person in charge of the work shall immediately notify the police or the coroner, as provincial law requires.
  - d.) The person in charge of the work shall immediately notify the Registrar.
  - e.) Whether the Registrar orders it or not, and if the coroner or police have determined that a human burial is not the result of a recent crime, then in consultation with the Haudenosaunee an investigation shall be made to define the origin of the burial. The investigation shall be carried out by the archaeologist contracted to the site investigation. In conducting the investigation, the archaeologist shall not exceed any authority not expressed in this protocol.
  - f.) If the Haudenosaunee request it, the investigation shall be carried out jointly by an archaeologist contracted and one contracted by the Haudenosaunee.
  - g.) The investigator or investigators shall, as soon as practicable, provide a written report containing the following information:
    - i) a determination of the possible cultural origin and religious affiliation of the persons whose remains are interred and the basis upon which the determination is made;
    - ii) a description of the boundaries of the burial site, and of any village or communal site with which the burials may be associated;
    - iii) details of the style and manner in which the human remains are interred;
    - iv) a description of any artifacts that, in the opinion of the investigator, form part of the burial;
    - v) an opinion as to whether the burial site was set apart with the apparent intention of interring human remains in accordance with cultural affinities and the basis on which the opinion is made;
    - vi) an opinion as to whether there are likely to be other burials in the immediate vicinity;
    - vii) a description of the methodology used in the investigation; and,

- viii) any information which, in the opinion of the investigators, may assist in arriving at an agreement concerning the future protection of the remains.
  - h) The information required pursuant to subparagraph 10(g)(1) will be provided within five days after the investigation has begun.
  - i) Reports of investigations made pursuant to Paragraph 10 (g) shall be delivered to the Haudenosaunee at the same time.
  - j) If the investigation conducted pursuant to Paragraph 10 (g) concludes that the remains were not burial sites, work stopped shall resume once the report has been received.
  - k) An investigation conducted pursuant to Paragraph 10(g) shall be conducted with a minimum of interference with the burial. Human remains and funerary artifacts shall not be removed from the site during the investigation. The remains and funerary artifacts shall not be photographed without Haudenosaunee consent.
  - l) We will as soon as possible make every reasonable effort to arrive at an agreement providing for the protection of the burial. These efforts will include, with respect to construction, finding practical design or construction solutions aimed at ensuring the burial site is respected. If a burial is found in right-of-way of the Project, the Haudenosaunee, or any aboriginal people they notify in accordance with Paragraph 11, will have the opportunity immediately to perform ceremonies at the site in accordance with their laws and customs.
  - m) Many human cultures place objects with their dead, to accompany them to the next world. As a matter of respect for the dead and for the people who buried them, artifacts found with burials shall be treated as funerary objects and shall remain with the burial unless the Haudenosaunee consent otherwise in writing.
11. Where an indigenous burial in the right-of-way of the Project is not clearly that of an ancestor of the Haudenosaunee, the Haudenosaunee accept responsibility for ensuring that representatives of other indigenous nations are appropriately involved in discussions and decisions with respect to that burial.
  12. The Haudenosaunee will advise of the kinds of objects, that if discovered require under Haudenosaunee custom that they be treated ceremonially.
  13. All artifacts recovered as a result of archaeological or construction work and which are identified as Haudenosaunee, or associated with peoples linked to the Haudenosaunee, and are not funerary objects shall be delivered to the Haudenosaunee as soon as practically possible, subject to Haudenosaunee customs and good archaeological practice.
  14. The Haudenosaunee will have access on a continuing basis to all artifacts found in connection with the Project, until the final disposition of the artifacts is agreed upon.
  15. The Parties and the archaeologists hired will discuss ways in which the results of archaeological work referred to in this Agreement may be used to help produce educational facilities or materials that will enhance understanding of the past.
  16. The provisions of an Agreement shall govern the conduct of any archaeological work remaining to be conducted.
  17. If the Haudenosaunee or other Party has a concern about the fulfillment of any part of this Agreement, that concern shall be addressed in the same manner as the resolution of issues is provided for in the Protocol.

18. Neither the Haudenosaunee nor other Party will seek to have any issue relating to burials resolved by way of arbitration pursuant to the Ontario Ceremonies Act.
19. Notice to pursuant to this Agreement shall be provided in the same manner as provided in the Protocol.