

Snuneymuxw First Nation

Canada

and

British Columbia

Memorandum of Understanding



Canada



Snuneymuxw, Canada and British Columbia
Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is dated for reference July 28, 2021.

BETWEEN:

SNUNEYMUXW FIRST NATION on behalf of itself and its members
as represented by its Chief and Council

(“Snuneymuxw First Nation”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by
the Minister of Crown-Indigenous Relations

(“Canada”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA as
represented by the Minister of Indigenous Relations and Reconciliation

(“British Columbia”)

(Individually a “Party” and collectively, the “Parties”)

WHEREAS:

- A. Snuneymuxw First Nation, Canada, and British Columbia are committed to advancing reconciliation based on the affirmation, recognition and implementation of Snuneymuxw First Nation title and rights, including the Treaty of 1854, recognized, and affirmed by section 35 of the *Constitution Act, 1982*.
- B. Canada and British Columbia have fully endorsed and are committed to the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* (“UNDRIP”), in accordance with Canada’s Constitution. Article 37 of UNDRIP states that Indigenous peoples have the right to the recognition, observance and enforcement of treaties, agreements and other constructive arrangements concluded with States

- or their successors and to have States honour and respect such treaties, agreements and other constructive arrangements.
- C. Snuneymuxw First Nation entered into a treaty in 1854 on Snuneymuxw First Nation territory with Sir James Douglas, who represented the Crown. Through this MOU, the Parties commit to renewing and strengthening the treaty relationship between the Snuneymuxw First Nation and the Crown.
 - D. Canada and British Columbia have each set out ten principles that form a foundation for partnering and supporting Indigenous peoples through, respectively, a Nation-to-Nation and Government-to-Government relationship, and are committed to fostering this relationship with Snuneymuxw First Nation.
 - E. The Parties acknowledge that on November 28, 2019, the *Declaration on the Rights of Indigenous Peoples Act* [SBS 2019] c. 44 (“Declaration Act”) was given royal assent and came into effect as a law of British Columbia, the purposes of which are to affirm the application of UNDRIP to the laws of British Columbia and to contribute to the implementation of UNDRIP. The Parties further acknowledge that on June 21, 2021, the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c. 14 was given royal assent and came into effect as a law of Canada.
 - F. The Parties acknowledge that the protection of Aboriginal and Treaty rights – recognized and affirmed by section 35 of the *Constitution Act, 1982* – is an underlying principle and value of the Constitution of Canada. Furthermore, there is an urgent need to respect and promote the rights of Indigenous peoples affirmed in treaties, agreements and other constructive arrangements, and those treaties, agreements and arrangements can contribute to the implementation of the Declaration Act.
 - G. Snuneymuxw First Nation, Canada, and British Columbia, through this MOU, are building a mutually respectful and shared vision for the future and establishing a framework and process for completing additional agreements and understandings which will significantly advance reconciliation on the topics of Treaty implementation, Snuneymuxw First Nation’s traditional lands and resources, recognition and affirmation of political structures and renewed relationships, among other matters. The contemplated agreements are intended to be in recognition of Snuneymuxw First Nation title and rights and are to be consistent with the implementation of the Treaty of 1854.
 - H. The Parties recognize and acknowledge that separate bilateral discussions between Snuneymuxw First Nation and each of Canada and British Columbia have been underway and will continue to support the Parties to address some of the Parties’ priorities to lay a foundation for a more positive

relationship, including:

- a) the Reconciliation Implementation Framework Agreement and Land Transfer Agreement dated September 19th and 20th, 2020, respectively, between Snuneymuxw and British Columbia which represents important next steps in reconciliation in a manner consistent with the Declaration Act and UNDRIP; and
- b) the Snuneymuxw – Canada Letter of Understanding, dated August 26, 2019, which represents an important step towards reconciliation in a manner consistent with UNDRIP.

NOW THEREFORE:

1. The Parties recognize that they have mutual priorities that are best advanced through the creation of a Common Table and confirm that they have established a tripartite table to support negotiations on longstanding issues with a renewed commitment to resolution of matters within a recognition and affirmation of rights approach.
2. The Parties now wish to explore new and innovative approaches to reconciliation through a renewed relationship at a Common Table within the British Columbia treaty process and which is based on the shared commitment to an evolving and respectful relationship consistent with the Recognition and Reconciliation of Rights Policy for Treaty Negotiations in British Columbia (2019) (the “Rights Recognition Policy”).
3. The Parties’ overall objective is to reach mutual agreement on one or more of the agreements or constructive arrangements that are contemplated within the Rights Recognition Policy, and which are intended to address the implementation of Snuneymuxw First Nation’s rights as recognized in section 35 of the *Constitution Act, 1982*.

Common Table

4. The Parties will establish a Common Table composed of representatives from Snuneymuxw First Nation, Canada and British Columbia. The parties will jointly develop a term sheet or term sheets that will set out the key components and parameters for additional agreements on priority topics. The term sheets will form the basis for the Parties to seek mandates to conclude binding agreements or take other steps as necessary to achieve the objectives set out in this MOU.
5. The Parties will prioritize negotiating a term sheet or term sheets addressing the following topics:

- a. Mechanisms and processes for the recognition and implementation of Snuneymuxw First Nation title, Aboriginal and treaty rights, and governance, including potentially through recognition or enabling legislation by Canada and British Columbia;
 - b. Transitions and stages for the implementation of Snuneymuxw First Nation title and rights, jurisdiction and consent-based decision-making;
 - c. Issues related to land, marine and aquatic traditional use and occupation, including harvesting and fishing rights recognized and affirmed by section 35 of the *Constitution Act, 1982*, including those related to the Treaty of 1854;
 - d. Interim agreements, other arrangements and/or measures, steps, and options for access, use and transfer of lands acquired by Canada and British Columbia through treaty-related measures, namely:
 - i. Armishaw Farm Property;
 - ii. Kensington Lands;
 - iii. Dodd's Narrows; and
 - e. Mechanisms for affirming, supporting, and coordinating with Canada and British Columbia on Snuneymuxw First Nation jurisdiction, laws, government, administration of laws and policies and supporting authorities.
6. The Parties will explore how the British Columbia Treaty Commission ("BCTC") Process may support the self-determined interests of the Snuneymuxw First Nation.
 7. Where all Parties agree, the Parties may seek the assistance of a facilitator to support and guide the process, and request the facilitator to assist the Parties with the preparation of workplans and provide expert support to promote progress, including maintaining a record of decision and other administrative roles as needed.
 8. As a priority, the Parties will focus on completing a list of immediate or near-term measures, milestones, and targets for resolving priority topics. This may include interim measures to be implemented during the negotiations process.
 9. The Parties may create sub-committees and technical working groups as

is appropriate to complete the workplan agreed upon.


10. The Parties agree that the provision of stable, predictable and timely funding is necessary to support the capacity of the Snuneymuxw First Nation to engage in discussions under this MOU and to achieve the objectives of the MOU. Snuneymuxw First Nation will seek funding through the BCTC based on the Parties' collaboratively developed workplans and Snuneymuxw First Nation's budget estimates to complete the scheduled work.
11. Unless the Parties agree otherwise in writing, the negotiations, discussions, communications, and any documents produced pursuant to this MOU, are confidential and will not be disclosed to any other person except as required by law.
12. Notwithstanding paragraph 11, a document produced by a Party pursuant to this MOU that does not contain any confidential information provided by any other Party may, subject to paragraph 13, be used by the Party that produced it in any way and for any purpose.
13. This MOU and the negotiations, discussions, communications and documents produced by any Party pursuant to this MOU are without prejudice and will not be admissible in any proceeding before a court or other forum or construed as an admission of fact or liability by any Party.
14. This MOU is not intended to create any legally binding or enforceable obligations on any Party.
15. This MOU is not intended to constitute a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
16. Nothing in this MOU shall be construed so as to abrogate or derogate from the protection provided for existing Aboriginal or treaty rights of the Aboriginal peoples of Canada by the recognition and affirmation of those rights in section 35 of the *Constitution Act, 1982*.
17. This MOU will be effective on the date signed by the duly authorized representatives of the Parties and will, subject to paragraph 18, continue in force for three (3) years.
18. Notwithstanding paragraph 17, any Party may terminate this MOU upon 90 days written notice to the other Parties with a detailed explanation of the reason for termination.
19. This MOU may be amended from time to time by the Parties in writing.

20. This MOU may be entered into by each Party signing a separate copy of this MOU (including a photocopy or facsimile copy) and delivering it to each other Party by facsimile transmission or e-mail delivery of a ".pdf" format data file. All executed counterparts taken together will constitute one MOU.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding as set out below:

**Signed on behalf of the
Snuneymuxw First Nation by**

July
28/21



Chief Michael Wyse



Witness

Date

**Signed on behalf of Her Majesty the
Queen In Right of Canada by**

The Honourable Carolyn Bennett,
Minister of Crown-Indigenous Relations

Witness

Date

**Signed on behalf of Her Majesty the
Queen In Right of the Province of
British Columbia by**

The Honourable Murray Rankin,
Minister of Indigenous Relations and
Reconciliation

Witness

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Chief Michael Wyse

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**Signed on behalf of Her Majesty the
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The Honourable Carolyn Bennett,
Minister of Crown-Indigenous Relations

Sarah Labelle

Witness

JUL 28 2021

Date

**Signed on behalf of Her Majesty the
Queen In Right of the Province of
British Columbia by**

The Honourable Murray Rankin,
Minister of Indigenous Relations and
Reconciliation

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July 28, 2021

Date