

**TLOWITSIS NATION
TRANSITION TO STAGE 5 MEMORANDUM OF UNDERSTANDING**

(the “MOU”)

BETWEEN:

TLOWITSIS NATION
(hereinafter “Tlowitsis”)

AND:

HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of Indigenous Relations and Reconciliation
(hereinafter “British Columbia”)

AND:

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA,
as represented by the Minister of Crown-Indigenous Relations
(hereinafter “Canada”)

(each a “Party” and collectively the “Parties”)

PREAMBLE

Whereas:

- a) The Parties share a vision to achieve a treaty, commit to realizing the vision, and recognize the capacity of the Parties to negotiate and implement a treaty;
- b) Tlowitsis has existing aboriginal rights and title, including the inherent right to self-government, as recognized and affirmed under section 35 of the *Constitution Act, 1982*;
- c) The Parties are engaged in negotiations under the British Columbia treaty process (the "Process") and have made substantial progress based on mutual respect, open dialogue and practical approaches;
- d) The Parties are of the view that negotiations can be more efficiently and effectively advanced through the development of a comprehensive Stage 5 treaty package; and the Parties have decided to transition from Stage 4 to Stage 5 of the Process without signing an Agreement-in-Principle (the "AIP");
- e) The Parties agree that the *Tlowitsis Tribe Treaty Framework Agreement*, dated April 30, 2008, continues to apply to the Stage 5 negotiations, attached as Schedule A;
- f) The Parties acknowledge the importance of community engagement and robust communications that will support an informed ratification process; and
- g) The British Columbia Treaty Commission, per the letter attached as Schedule B, has confirmed its support for the Parties to enter into Stage 5 negotiations, including through the provision of negotiation support funding to Tlowitsis at a level consistent with Stage 5 of the Process, and to facilitate, where appropriate, dialogue between Tlowitsis and its neighbouring Indigenous communities.

NOW THEREFORE the Parties wish to set out their mutual understanding as follows:

1. PURPOSE

The purpose of this MOU is to signify the Parties' commitment to establish a new approach to Tlowitsis treaty negotiations by:

- a) commencing Stage 5 negotiations, without signing the draft Tlowitsis AIP; and
- b) refining the Parties' comprehensive work plan to reflect the shift to the Stage 5 negotiations as per the scope of negotiations listed in section 4;

2. FOUNDATION DOCUMENTS

The Stage 5 negotiations between the Parties will be informed and guided by, but not limited to, the following documents (“Foundation Documents”):

- a) the *United Nations Declaration on the Rights of Indigenous Peoples*, dated March 2008;
- b) the *Truth and Reconciliation Commission of Canada: Calls to Action*, dated December 2015;
- c) the *Principles Respecting the Government of Canada's Relationship with Indigenous Peoples*, dated July 14, 2017;
- d) the *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples*, dated May 22, 2018;
- e) the *Principals' Accord on Transforming Treaty Negotiations in British Columbia*, dated December 1, 2018;
- f) the *Recognition and Reconciliation of Rights Policy for Treaty Negotiations in British Columbia*, endorsed by the Principals on September 4, 2019;
- g) the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44; and
- h) the rolling draft Tlowitsis AIP, as of January 14, 2020.

3. TREATY TERMS AND LAND AND CAPITAL TRANSFER NEGOTIATIONS

The Parties agree that:

- a) they have reached substantive agreement on issues required to conclude an AIP, including:
 - i. much of the wording in the Tlowitsis AIP chapters that will form the Tlowitsis treaty; and
 - ii. the broad parameters of a land and capital transfer which could be proposed by Canada and British Columbia;
- b) they will seek to develop a treaty land package based on the lands in the map attached as Schedule C;
- c) British Columbia will seek approval for protection measures in accordance with its' policies and mandates for Tlowitsis lands as identified in Schedule C through:
 - i. appropriate map reserves under the *Land Act*, RSBC 1996, c 214;
 - ii. no registration reserves under the *Mineral Tenure Act*, RSBC 1996, c 292; and
 - iii. collaborative measures on proposed forest activities.

4. SCOPE OF NEGOTIATIONS

Stage 5 negotiations, including negotiation of side agreements, will take place in accordance with the Process and this MOU. The applicable Parties will negotiate in good faith and will seek to reach agreement on the matters listed below.

- a) On a priority basis:
 - i. a comprehensive land and capital transfer proposal;
 - ii. land and resource co-management in the Fulmore area as per the map in Schedule D;
 - iii. Incremental Treaty Agreements between British Columbia and Tlowitsis; and
 - iv. long-term (replaceable) forest tenures;
- b) Common treaty objectives based upon the Foundation Documents;
- c) Recognition of Tlowitsis aboriginal rights and title and the inherent right to self-government;
- d) Predictable, stable and reliable processes for renewal, amendment and evolution of rights, jurisdictions and intergovernmental relations;
- e) Tlowitsis role in the stewardship of, and decision-making in regard to, natural resources in areas where Tlowitsis will exercise treaty rights;
- f) Recognition and establishment of the Tlowitsis government including its composition and structure;
- g) Application of Tlowitsis, Federal and Provincial laws;
- h) Recognition of Tlowitsis jurisdiction and authority;
- i) Cultural heritage;
- j) Lands co-management and land protection;
- k) Capital transfer;
- l) New fiscal relationship;
- m) Revenue-sharing;

- n) Fisheries – including food, social and ceremonial, community and commercial fisheries, aquaculture and fisheries management;
- o) Content and composition of elements that may be set out in side agreements; and
- p) Other matters as agreed to by the Parties.

The Parties acknowledge that Tlowitsis is also negotiating a Fisheries Reconciliation Agreement at the Common Fish Table to address aquaculture, community and commercial fisheries interests, and may negotiate other agreements outside of the Process.

5. MANDATES

The Parties acknowledge that new mandates may be required to realize the objectives of this MOU and advance a treaty, and they will seek to collaboratively develop future mandate requests where required.

6. CONSULTATIONS WITH NEIGHBOURING INDIGENOUS GROUPS

- a) Canada and British Columbia will fulfill their consultation obligations with neighbouring Indigenous groups whose rights may be adversely impacted by a treaty with Tlowitsis, and the Parties recognize that the outcome of treaty negotiations may be affected by those consultations; and
- b) Tlowitsis acknowledges its commitments to proactively seek agreement with its neighbours on a proposed land package and on other issues that may arise in negotiations.

7. OTHER MATTERS

The Parties agree that:

- a) this MOU does not constitute a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;
- b) this MOU does not establish, create, amend, define, affirm, recognize, deny, abrogate or derogate from any legally enforceable rights, including but not limited to any aboriginal rights or title of the Tlowitsis, which are recognized and affirmed by section 35 of the *Constitution Act, 1982*;
- c) this MOU is not legally binding and does not create any contractual or financial obligations for any Party;
- d) all negotiations conducted pursuant to this MOU, and all related documents, are confidential unless the Parties otherwise agree in writing, or are required by law to be disclosed, including under the *Freedom of Information and Protection of Privacy Act, RSC*

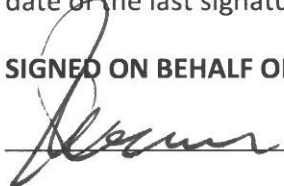
1985, c A-1 and *Access to Information Act*, RSBC 1996, c 165, and are without prejudice to the legal positions of the Parties and will not be tendered or relied upon in any court proceedings or in any other forum, or be construed as an admission of fact or liability.

- e) this MOU may be released to the public but that Schedules C and D remain confidential among the Parties; and
- f) this MOU may be signed in counterpart.

8. EFFECTIVE DATE AND SIGNATURE

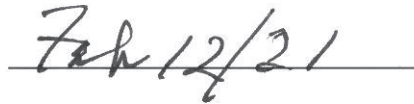
This MOU will come into effect and the Parties will transition to Stage 5 negotiations on the date of the last signature.

SIGNED ON BEHALF OF TLOWITSIS NATION:



Chief John Smith

Tlowitsis Nation



Date

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA:

The Honourable Carolyn Bennett

Minister of Crown-Indigenous Relations

Date

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA:

The Honourable Murray Rankin

Minister of Indigenous Relations and Reconciliation

Date

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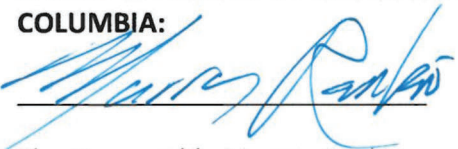
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_____	_____
Chief John Smith	Date
Tlowitsis Nation	

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_____	_____
The Honourable Carolyn Bennett	Date
Minister of Crown-Indigenous Relations	

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA:

 _____	 _____
The Honourable Murray Rankin	Date
Minister of Indigenous Relations and Reconciliation	

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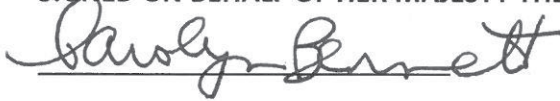
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Tlowitsis Nation	

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	_____
The Honourable Carolyn Bennett	JAN 21 2021
Minister of Crown-Indigenous Relations	Date

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA:

_____	_____
The Honourable Murray Rankin	Date
Minister of Indigenous Relations and Reconciliation	