



Canada

Háłcístut: Framework Agreement for Reconciliation

Dated for reference January 26, 2017

BETWEEN:

HEILTSUK NATION on behalf of itself and its Members, as represented by its Chief and Council
("Heiltsuk")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indigenous and Northern Affairs Canada ("the Minister")
("Canada")

(Collectively, the "Parties")

WHERE:

- A. Heiltsuk asserts it has unceded Aboriginal title and rights to land, waters and resources in the Heiltsuk Traditional Territory. This assertion is based on Heiltsuk łáxvái and Gvílás. e.
- B. Canada has called for a renewed, nation-to-nation relationship with Indigenous Peoples, based on recognition of rights, respect, co-operation and partnership starting with the implementation of the United Nations Declaration on the Rights of Indigenous Peoples in accordance with the Canadian Constitution.
- C. The Parties have made progress on establishing a more productive relationship and respectful approach to co-existence by way of natural resource management within the Heiltsuk's traditional territory through the Coastal First Nations Fisheries Reconciliation discussions.
- D. In October 2015 the Heiltsuk Nation made public a Declaration of Heiltsuk Title and Rights and released the Heiltsuk Title and Rights Strategy: Implementing a Reconciliation Agenda. These documents represent a political mandate for reconciliation granted by the Yímás (Hereditary Chiefs), the Heiltsuk Tribal Council (Elected Leaders), and the Heiltsuk people.
- E. The Government of Canada acknowledges the Heiltsuk Declaration and the Heiltsuk Title and Rights Strategy as important catalysts for reconciliation discussions between the Heiltsuk Nation and Canada. co-operation and true partnership.
- F. While the Parties agree that they may have significant differences, they acknowledge that "we are all here to stay" and are willing to explore new ways to move forward in the relationship For Our Children's Tomorrows - Qη Qηts sásη łats łáηsłats.
- G. The Parties intend to keep building this relationship through the exploratory negotiations conducted pursuant to this Framework Agreement for Reconciliation ("this Agreement").

PART 1 - DEFINITIONS

- 1.1. "Háłcístut" means a Heiltsuk traditional potlatch concept that means to "turn something around and make right again";
- 1.2. "Gvílás" means a Heiltsuk governing authority over all matters related to their lands and people;
- 1.3. "Heiltsuk Tribal Council" means the elected leaders of the Heiltsuk Indian Band;
- 1.4. "Yímás" means the hereditary Chiefs of Heiltsuk Nation; and
- 1.5. "łáxvái" means the inherent jurisdiction that flows from Heiltsuk ownership of their traditional territory.

PART 2 - GENERAL

2.1 Shared Vision

The Parties agree on the importance of a healthy and functioning environment and community. As governments, we strive to support our people in meeting their needs while we balance economy and environment. Finding a path forward that respects our respective connection to the land and responsibility for its stewardship will require a more fulsome role for the Heiltsuk in the central coast. The Parties will col-

laborate to find practical ways to support a renewed relationship with each other. The Parties intend to seek the involvement of the Province of British Columbia on matters within the Province's jurisdiction.

2.2 Principles and Objective

2.2.1 The Parties are committed to respecting the concept of Há cístut by striving to operationalize the following objectives:

- (a) explore opportunities in respect of environmental, social, cultural and economic initiatives within Heiltsuk's traditional territory that benefit Heiltsuk members;
- b) together with the Province of British Columbia, seek a means to reconcile Heiltsuk rights and title with the Crown;
- (c) create a more collaborative, coordinated and efficient approach to fish and marine resources;
- (d) support Heiltsuk's efforts to build their community through diversified sustainable economic development initiatives that incorporate Heiltsuk values;
- (e) avoid duplications of other processes and commitments;
- (f) seek practical solutions that will benefit the Heiltsuk and demonstrate a tangible commitment to reconciliation; and
- (g) minimize the potential for conflicts with other First Nations by focusing on areas with no overlapping interests.

2.3 Scope

This Agreement applies to the Heiltsuk traditional territory (shown in Appendix "A").

PART 3 - GENERAL

3.1 Reconciliation Action Plan

3.1.1 To support a collaborative partnership, the Parties will seek to develop a Reconciliation Action Plan.

3.1.2 The Parties will discuss the following topics and, where there is agreement, including with the Province of British Columbia where necessary, the Parties will identify recommendations to implement priority projects in the Reconciliation Action Plan:

- (a) [House Post:] Infrastructure & Housing
 - Big House construction
 - Housing
 - Asset management (gym & administration offices)
 - Climate change assessment and mitigation
- (b) [House Post:] Employment, Training & Economic Development
 - Tourism
 - Shellfish aquaculture
 - Implementing HTC Capacity Building report
 - Trades training
 - Implementing HEDC Economic Development Plan
- (c) [House Post:] Education
 - Language preservation and renewal
 - Pre-school
 - Grade school
 - Post-secondary
- (d) [House Post:] Health & Wellness
 - Mental health
 - Community safety and violence against women
 - Justice system
 - Child welfare
 - Health

- Transportation
- (e) [House Post:] Lands & Environment
 - Site remediation for Ocean Falls, Namu and BC Packers site
 - Consultation
- (f) [House Post:] Self Government
 - Culture and language training for governance
 - Heiltsuk constitution
 - Jurisdiction
 - Reasonably stable, predictable and flexible funding
 - Program enhancement

(g). [House Post:] Fish & Marine Resources

3.1.3 The Parties agree to define the substantive topics for discussion under 3.1.2 g) within six to twelve months of signing this Agreement.

3.1.4 Either party may bring forward additional topics for discussion and where there is agreement the Parties will add these projects to the Reconciliation Action Plan.

3.1.5 The Reconciliation Action Plan is intended to support Heiltsuk nation-building aspirations; have practical benefits to community members; and fulfil Canada's stated objectives for reconciliation.

3.1.6 The Parties may explore potential partnerships with the provincial government in developing the Reconciliation Action Plan through tri-partite discussions on, but not limited to:

- (a) Aquaculture;
- (b) Language preservation and renewal;
- (c) Tourism;
- (d) Transportation;
- (e) Improved awareness of Heiltsuk place names and connection to the Traditional Territory;
- (f) Policy and planning capacity;
- (g) Monitoring and enforcement capacity;
- (h) Education and employment;
- (i) Child welfare; and
- (j) Health care.

3.2 Implementation of the Framework Agreement

3.2.1 The Parties agree to establish a working group of senior representatives to implement this Agreement collaboratively.

3.2.2 The Parties agree to establish a schedule of meetings on a quarterly basis.

3.3 Outcomes

3.3.1 The Parties are seeking:

- (a) Sustainable economic development in the context of a conservation economy;
- (b) Greater understanding & respect of Heiltsuk culture & heritage;
- (c) Additional support for Heiltsuk led research on shellfish aquaculture, tourism, and self-government;
- (d) Improved consultation outcomes;
- (e) To work together on a territorial approach to stewardship;
- (f) The full realization of self-government; and
- (g) A recognition of Aboriginal title and rights in Heiltsuk traditional territory.

3.4 Resourcing

3.4.1 The Parties agree to the principle that the costs of implementing this Agreement and any agreements that may be concluded under the Reconciliation Action Plan should be jointly funded where and when possible.

3.4.2 Canada will, subject to appropriations, and in accordance with relevant legislation, provide Heiltsuk with annual financial support for the implementation of this Agreement.

3.4.3 Support provided to Heiltsuk will be consistent with the objective of the Reconciliation Action Plan and any subsequent agreements that may be concluded under the Reconciliation Action Plan.

3.4.4 The Parties will develop an annual work plan and budget forecast for funds that are provided to support this Agreement.

3.5 Negotiation Process

3.5.1 Negotiations will be conducted at a location agreed upon by the Parties. Each Party will appoint a negotiator.

3.5.2 The Negotiators will be responsible for the conduct and coordination of negotiations and the establishment of time limited working groups as required.

3.5.3 The Negotiators will provide updates as appropriate on the progress of bi-lateral negotiations with the Province, other First Nations, or other reconciliation discussions that are relevant to this Framework Agreement.

3.5.4 The Negotiators will record the results of negotiations and maintain any agreements on a negotiation issue by initialling that agreement.

3.5.5 Negotiators will recommend approval of any agreements to their respective principals.

3.6 General Provisions

3.6.1 This Agreement may be amended, in writing, and any amendment will take effect when it has been signed by the appropriate Heiltsuk and federal representatives identified below.

3.6.2 Either Party may terminate this Agreement by providing 30 days' advance written notice to the other Party, setting out the reasons for termination and the date on which the termination takes effect.

3.6.3 If Canada or Heiltsuk provide notice of termination the Parties will make reasonable efforts to resolve the dispute or issue, and commit to attending one meeting to explore the possibilities of resolving the issue.

3.6.4 This Agreement and the Reconciliation Action Plan which may flow from it are not intended to constitute a treaty or a land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.

3.6.5 This Agreement and the Reconciliation Action Plan which may flow from it will be consistent with the Constitution of Canada.

3.6.6 This Agreement does not create, recognize, affirm, deny or amend any legally enforceable rights.

3.6.7 This Agreement does not preclude the Heiltsuk from accessing any funding, program or initiative that Canada might normally make available to other First Nations.

3.6.8 The negotiations conducted pursuant to this Agreement and all related documents, except for a Reconciliation Action Plan that is in effect, are:

- (a) without prejudice to the positions of the Parties in any proceedings before a court or other forum and shall not be construed as admissions of fact and liability; and
- (b) confidential unless the Parties agree otherwise in writing.

3.7 Execution in Counterparts

This Agreement may be executed in counterparts and by facsimile. Each signature will be deemed to be an original signature and all executed documents together will constitute one and the same document.

IN WITNESS WHEREOF the Parties hereby execute this Letter as of the date first written above.

Heiltsuk Nation:

Marilyn Slett, Chief Councillor for and on behalf of the Heiltsuk
Nation

Q'a'ít, Hereditary Chief for and on behalf of the hereditary chiefs of the
Heiltsuk Nation

On behalf of **Her Majesty the Queen in Right of Canada:**

The Honourable Carolyn Bennett
Minister of Indigenous and Northern Affairs Canada

Appendix A

