

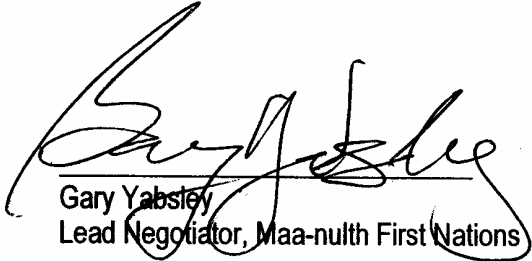
**AGREEMENT BETWEEN CANADA AND
MAA-NULTH FIRST NATIONS OF
PACIFIC RIM
CONCERNING COOPERATION IN THE
PLANNING AND MANAGEMENT OF
PACIFIC RIM NATIONAL PARK
RESERVE**


**Canada
Huu-ay-aht First Nations
Toquaht Nation
Uchucklesaht Tribe
Ucluelet First Nation**


AGREEMENT BETWEEN CANADA AND MAA-NULTH FIRST NATIONS OF PACIFIC RIM CONCERNING COOPERATION IN THE PLANNING AND MANAGEMENT OF PACIFIC RIM NATIONAL PARK RESERVE


Initialed in Victoria, British Columbia, this day of December, 2006, by the Chief Negotiators for Canada and British Columbia and the Lead Negotiator for the Maa-nulth First Nations to signify their intent to recommend the Agreement Between Canada and Maa-nulth First Nations of Pacific Rim Concerning Cooperation in the Planning and Management of the Pacific Rim National Park Reserve for ratification.

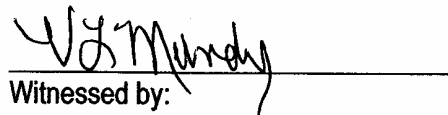
**FOR HUU-AY-AHT FIRST NATIONS,
TOQUAHT NATION,
UCHUCKLESAHT TRIBE AND
UCLULET FIRST NATION:**


Gary Yabsley
Lead Negotiator, Maa-nulth First Nations


Witnessed by:
Chief Robert Dennis
Huu-ay-aht First Nations


Witnessed by:
Chief Bert Mack
Toquaht Nation


Witnessed by:
Chief Charlie Cootes
Uchucklesaht Tribe


Witnessed by:
Chief Violet Mundy
Ucluelet First Nation

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:



Eric Denhoff
Chief Federal Negotiator

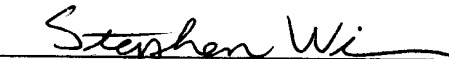


Witnessed by:

FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA:



Mark Lofthouse
Chief Provincial Negotiator



Witnessed by:

After this document is initialled and before signing by the Parties, this document may be subject to minor changes by agreement of the Chief Negotiators for Canada and British Columbia and the Lead Negotiator for the Maa-nulth First Nations on behalf of the Parties.

**AGREEMENT BETWEEN CANADA AND
MAA-NULTH FIRST NATIONS OF PACIFIC RIM
CONCERNING COOPERATION IN THE PLANNING AND MANAGEMENT OF
PACIFIC RIM NATIONAL PARK RESERVE**

WHEREAS:

1. Canada and the Maa-nulth First Nations of Pacific Rim have a common interest in maintaining in perpetuity the ecological and cultural integrity of the lands and waters in Pacific Rim as defined herein;
2. Canada and the Maa-nulth First Nations of Pacific Rim intend that Pacific Rim will be maintained and made use of in a manner which leaves it unimpaired for the benefit, education and enjoyment of this and future generations of all Canadians;
3. Canada and the Maa-nulth First Nations of Pacific Rim desire to integrate traditional ecological and cultural knowledge into the planning and management of Pacific Rim;
4. The Maa-nulth First Nations of Pacific Rim have an interest in engaging in renewable resource harvesting activities in Pacific Rim;
5. Canada and the Maa-nulth First Nations of Pacific Rim have an interest in greater expression of First Nation culture within Pacific Rim;
6. Canada and the Maa-nulth First Nations of Pacific Rim desire cooperative involvement in cultural and natural interpretation and presentation and in employment and economic opportunities associated with the operation of Pacific Rim;
7. Canada, British Columbia and the Maa-nulth First Nations of Pacific Rim, as part of the Maa-nulth First Nations, have negotiated a Final Agreement under the British Columbia treaty process; and
8. Canada and the Maa-nulth First Nations of Pacific Rim have developed as part of the treaty negotiations, a side agreement, as contemplated in paragraph [50] of the Parks and Protected Areas Chapter of the Final Agreement, outlining a process to cooperate with one another in the planning and management of Pacific Rim.

**THEREFORE CANADA AND THE MAA-NULTH FIRST NATIONS OF PACIFIC RIM
AGREE AS FOLLOWS:**

Definitions

In this Agreement:

“Agreement” means this cooperative planning and management agreement dated _____ among Canada and the Maa-nulth First Nations of Pacific Rim.

“Cultural Heritage Sites” means an area within Pacific Rim National Park Reserve which has heritage value to a group, including aboriginal people, communities and other Canadians. Cultural Heritage Sites of particular interest to Maa-nulth First Nations of Pacific Rim may include traditional use sites, archaeological sites, burial and sacred sites.

“Final Agreement” means the agreement among Maa-nulth First Nations, Canada and British Columbia negotiated based on the Maa-nulth First Nations Agreement in Principle of October 3, 2003. The Effective Date of the Maa-nulth First Nations Final Agreement is _____.

“Huu-ay-aht First Nations” means the collectivity of aboriginal people who are eligible to enroll under the Final Agreement as Huu-ay-aht First Nations and who collectively comprise the Huu-ay-aht First Nations that is a signatory to the Final Agreement.

“Maa-nulth Area” means the area of land identified in the map attached as Appendix A to this Agreement.

“Maa-nulth First Nations” means the collectivity of those aboriginal people who will be eligible to be enrolled under the Final Agreement and who collectively comprise the Maa-nulth First Nations that are signatories to the Maa-nulth First Nations Agreement in Principle.

“Maa-nulth First Nations of Pacific Rim” means the Huu-ay-aht First Nation, the Toquaht Nation, the Uchucklesaht Tribe, and the Ucluelet First Nation.

“Toquaht Nation” means the collectivity of aboriginal people who are eligible to enroll under the Final Agreement as Toquaht Nation and who collectively comprise the Toquaht Nation that is a signatory to the Final Agreement.

“Uchucklesaht Tribe” means the collectivity of aboriginal people who are eligible to enroll under the Final Agreement as Uchucklesaht Tribe and who collectively comprise the Uchucklesaht Tribe that is a signatory to the Final Agreement.

“Ucluelet First Nation” means the collectivity of aboriginal people who are eligible to enroll under the Final Agreement as Ucluelet First Nation and who collectively comprise the Ucluelet First Nation that is a signatory to the Final Agreement.

“Management Plan” means the management plan for Pacific Rim National Park Reserve which receives approval by the federal Minister and is tabled in Parliament, in accordance with the *Canada National Parks Act*.

“Minister” means the federal Minister having responsibility for the administration and control of National Parks and National Park Reserves, under authority of the *Canada National Parks Act*.

“Pacific Rim” means the lands and waters owned by Her Majesty the Queen in Right of Canada and named and described as Pacific Rim National Park Reserve in the schedules to the *Canada National Parks Act*.

General

1. This Agreement sets out the process by which Canada and the Maa-nulth First Nations of Pacific Rim will cooperate in the planning and management of Pacific Rim within the Maa-nulth Area in accordance with the Final Agreement and federal law.
2. This Agreement is in effect from the Effective Date of the Final Agreement for a period of approximately five years, with the expiration date set for March 31 of the fifth year.

Renewable Resource Harvesting Activities

3. After the Effective Date of the Final Agreement, the applicable Maa-nulth First Nations may carry out renewable resource harvesting activities in Pacific Rim in accordance with the Final Agreement.

Cooperation in Planning and Management

4. Canada and the Maa-nulth First Nations of Pacific Rim agree to cooperate in the planning and management of Pacific Rim within the Maa-nulth Area as set out in this Agreement.
5. Canada and Maa-nulth First Nations of Pacific Rim will engage in a park management planning program consistent with the *Canada National Parks Act*.
6. The Maa-nulth First Nations of Pacific Rim representatives involved in the cooperative planning and management process for Pacific Rim within the Maa-nulth Area may provide advice or recommendations on matters which affect the applicable Maa-nulth First Nations’ rights or interests under the Final Agreement relating to:
 - a) park management planning – the representatives described in clause 9, among others, would be involved in preparation of the Management Plan and recommendation of the plan to the Minister. The Management Plan contents will change from time to time but may include
 - i) vision statement,
 - ii) ecological integrity statement,

- iii) zoning plan,
 - iv) heritage protection and presentation,
 - v) visitor use and services,
 - vi) administration and operations,
 - vii) public involvement, and
 - viii) implementation (time frame and review and approval).
- b) zoning as per Management Plan and on interpretation of zoning under the zoning plan;
 - c) role in research, protection, use and management of special marine areas within Pacific Rim;
 - d) annual planning as per Management Plan or operational requirements;
 - e) research related to natural and cultural heritage based projects and incorporation of traditional ecological knowledge;
 - f) renewable resource harvesting activities in accordance with the Final Agreement;
 - g) traditional cultural activities practiced by Maa-nulth First Nations of Pacific Rim;
 - h) Nuu-chah-nulth language use in interpretive signage and place names in Pacific Rim;
 - i) interests in economic opportunities, and strategies for development of employment and training opportunities in or associated with Pacific Rim;
 - j) park use permits general issuance and terms;
 - k) communications concerning natural and cultural interpretation and publications;
 - l) Cultural Heritage Sites and movable cultural resources including the identification, protection, management, interpretation and presentation, listing, information distribution or disclosure of Cultural Heritage Sites and movable cultural resources relating to Maa-nulth First Nations of Pacific Rim; and
 - m) other matters as agreed by Canada and the Maa-nulth First Nations of Pacific Rim.
7. A consensus-seeking approach will be used by Canada and the Maa-nulth First Nations of Pacific Rim representatives in the cooperative planning and management process described in this Agreement.
8. Canada and the Maa-nulth First Nations of Pacific Rim will make reasonable efforts to provide or exchange information as needed, on a timely basis, to give effect to this

Agreement, subject to federal law.

9. Canada and the Maa-nulth First Nations of Pacific Rim will notify one another, by the end of September of each year, as to who will participate in the cooperative planning and management process as their respective appointed representatives. For the purposes of this Agreement, the representatives will be appointed as follows:
 - a) the Maa-nulth First Nations of Pacific Rim will each appoint one representative and one alternate to act on behalf of each Maa-nulth First Nation of Pacific Rim;
 - b) the Superintendent of Pacific Rim or a designate will act on behalf of Canada and may appoint other representatives and alternates to act on behalf of Canada, the total of which will not exceed the number for the Maa-nulth First Nations of Pacific Rim.
10. By October 15th of each year, the representatives will meet to determine the specific operational requirements for cooperation in the planning and management process. The representatives will establish objectives and procedures respecting the conduct of their business for the year.
11. The representatives will meet as required for any particular year but not less than two times each year. Any meetings of the representatives described in clause 9 will be jointly chaired.

Economic Opportunities

12. Where contracts are tendered relating to the development and operation of Pacific Rim, Canada will notify the Maa-nulth First Nations of Pacific Rim in a timely manner of such contracts and will give fair consideration to, and will require contractors to give fair consideration to, qualified Maa-nulth First Nations of Pacific Rim businesses or people for such contracts in Pacific Rim, such contract terms and conditions to be competitive within the region encompassing the Maa-nulth Area.

Dispute Resolution

13. In the event a disagreement arises between Canada and the Maa-nulth First Nations of Pacific Rim respecting the interpretation or implementation of this Agreement, representatives selected by Canada and the Maa-nulth First Nations of Pacific Rim pursuant to clause 9 of this Agreement will endeavour to resolve the disagreement through informal negotiations and discussions.
14. In the event consensus cannot be reached within a 90 day period between Canada and Maa-nulth First Nations of Pacific Rim on advice or a recommendation from the Maa-nulth First Nations of Pacific Rim concerning Maa-nulth First Nations rights or interests under this Agreement on a particular matter or issue, the Minister may make a final decision on the matter or issue.

Nature of Agreement

Note: Legal review of clauses 15 through to end of agreement is still required to make it consistent with other side agreements.

15. This Agreement is not intended to recognize, deny or amend any of the rights of Canada or the Maa-nulth First Nations of Pacific Rim, nor is it intended to have any effect on any rights of any First Nation other than Maa-nulth. This Agreement is not intended to be a treaty or a land claim agreement within the meaning of s. 35 of the *Constitution Act, 1982*. It is not intended to alter or affect the existing authorities of Canada or the Maa-nulth First Nations of Pacific Rim. This Agreement, the negotiations leading to its creation and its implementation are without prejudice to any positions any party may take in future negotiations and to any legal positions which have been taken or may be taken by any party in any court proceeding or process and should not be construed as admissions of fact or liability in any such proceeding or process.

Option to Renew

16. Canada and the Maa-nulth First Nations of Pacific Rim will review and may amend this Agreement one year after the signing of this Agreement and will review this Agreement six months prior to the conclusion of each five year period thereafter, as agreed to by Canada and the Maa-nulth First Nations of Pacific Rim, to ensure that its intent continues to be met.
17. At the request of the Maa-nulth First Nations of Pacific Rim, by agreement of Canada and the Maa-nulth First Nations of Pacific Rim, this Agreement is renewable on similar terms and conditions after each five year period.
18. Provided that no party to the Agreement has given notice of termination under paragraph 19, the Maa-nulth First Nations of Pacific Rim have the option to renew the Agreement for a period of five years by notice in writing given to Canada not later than six months and not earlier than 12 months prior to the expiry of the term on similar terms and conditions.

Termination of Agreement

19. Either party may terminate this Agreement on six months notice in writing from the party wishing to terminate this Agreement. In the event there is no renewable side agreement in place, the Minister may continue to plan and manage Pacific Rim in accordance with the Final Agreement and federal law.

Execution of Agreement

20. This Agreement will be authorized and executed by Canada and the Maa-nulth First Nations in the following manner:

- a) In the case of the Maa-nulth First Nations of Pacific Rim, authorization by a representative or representatives appointed by the Huu-ay-aht First Nations, the Toquaht Nation, the Uchucklesaht Tribe, and the Ucluelet First Nation; and
- b) In the case of Canada, authorization by the Chief Executive Officer of the Parks Canada Agency.

The representatives below have executed this Agreement on this _____ day of _____, 200x.

SIGNED ON BEHALF OF THE
MAA-NULTH FIRST NATIONS OF PACIFIC RIM BY:

Chief Robert Dennis
Huu-ay-aht First Nations

Chief Bert Mack
Toquaht Nation

Chief Charlie Cootes
Uchucklesaht Tribe

Chief Violet Mundy
Ucluelet First Nation

SIGNED ON BEHALF OF THE
GOVERNMENT OF CANADA BY:

Alan Latourelle
Chief Executive Officer
Parks Canada Agency

WITNESSED BY:

Superintendent, Pacific Rim National Park Reserve
Parks Canada Agency

_____.etc.
