



Canada



**Tuígila Agreement for Implementation of Heiltsuk  
Title, Rights and Self-government  
(the "Agreement")**

Dated for reference: August 27<sup>th</sup>, 2019

**BETWEEN:**

**HEILTSUK NATION**, as represented by Heiltsuk Tribal Council and Yímás  
("Heiltsuk")

**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 THE PROVINCE OF BRITISH  
COLUMBIA** as represented by Minister of Indigenous Relations and Reconciliation  
("British Columbia")

(Collectively referred to as the "Parties" and individually as "Party")

Whereas:

- A. In October 2015, Heiltsuk 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, the Heiltsuk Tribal Council, and the Heiltsuk people.
- B. On May 10, 2016, Canada fully endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the “UN Declaration”) without qualification, and committed to implementing the UN Declaration in a manner consistent with the Canadian Constitution in partnership with Indigenous peoples. On September 13, 2017, British Columbia also committed to working in partnership with Indigenous peoples to embrace and implement the UN Declaration.
- C. Heiltsuk has existing Aboriginal rights that are recognized and affirmed under Section 35 of the *Constitution Act, 1982*, including but not limited to Heiltsuk Aboriginal title and self-government.
- D. In January 2017, Heiltsuk and Canada entered into the *Haílčístut: Framework Agreement for Reconciliation* (“The Heiltsuk-Canada Framework”). In this Framework, Heiltsuk and Canada agreed to seek, among other things, the full realization of self-government and a recognition of Aboriginal title and rights in Heiltsuk traditional territory.
- E. In March 2017, Heiltsuk and British Columbia entered into *Haílčístut: Framework Agreement for Reconciliation* (“The Heiltsuk - British Columbia Framework”). In the Heiltsuk – British Columbia Framework the Parties agreed, amongst other things, to explore incremental and transformative steps to reconcile Heiltsuk title, rights, jurisdiction, and authority for Heiltsuk people under section 35 of the *Constitution Act, 1982* with the title, rights, jurisdiction and authority of the provincial and federal governments. The Heiltsuk - British Columbia Framework was amended in March 2017 to reference British Columbia’s commitment to adopt and implement the UN Declaration.
- F. The Parties have agreed in their respective Framework Agreements to seek practical solutions that will demonstrate a tangible commitment to reconciliation and minimize the potential conflicts with other First Nations by focusing initially on areas with no overlapping interests.
- G. In November 2018, the Parties signed the *Haílčístut Tripartite Meeting Protocol* to guide these discussions.
- H. The Parties wish to enter into this Agreement in order to take tangible steps towards reconciliation and the recognition and implementation of Heiltsuk Aboriginal title and rights.

## 1. Purpose

- 1.1. The Parties agree that Heiltsuk has Aboriginal title and rights, including self-government, within their territory.
- 1.2. The Parties commit to negotiate and seek to reach agreement to collectively implement Heiltsuk Aboriginal title and rights, including self-government, in the non-common claim area (attached as Appendix A), in an orderly and phased manner, by taking concrete action on the topics outlined in this Agreement and other agreed upon related matters as they may arise.

## 2. Definitions

“Gvílás” means Heiltsuk governing authority over all matters related to their lands and people;

“Haílcístut” means a Heiltsuk traditional potlatch concept that means to “turn something around and make right again”;

“Heiltsuk Tribal Council” means the elected leaders of the Heiltsuk Indian Band;

“Łáxvái” means the inherent jurisdiction that flows from Heiltsuk ownership of their traditional territory;

“Pápağvała” means to cooperate, to be put together and work together;

“Tuígila” means to make a pathway forward; and

“Yímás” means the Hereditary Chiefs of Heiltsuk Nation.

## 3. Guiding Principles

- 3.1. The Parties will at all times work under this Agreement in a good faith and collaborative manner, and will apply an innovative, solutions-oriented approach to the discussions and negotiations.
- 3.2. British Columbia and Canada under this Agreement are willing to explore Heiltsuk Aboriginal title and rights, including self-government, and bring life to section 35 of the *Constitution Act, 1982* as the starting points of these negotiations and a renewed relationship.
- 3.3. In seeking to implement Heiltsuk Aboriginal title and rights, including self-government, the Parties will address, but not be limited to, the following topics or activities:
  - 3.3.1. Collaborate to reconcile Heiltsuk, Canada and British Columbia’s visions of Aboriginal rights and title in an orderly and phased manner;



- 3.3.2. Support a sustainable and healthy Heiltsuk economy that reflects the economic component of Heiltsuk rights and title;
  - 3.3.3. Collaborate on decision-making and revenue sharing within the non-common claim area;
  - 3.3.4. Develop a model of 'Pápaḡvaḷa or cooperative federalism that coordinates the jurisdiction of Heiltsuk, Canada, and British Columbia within the Canadian Constitution, including the *Constitution Act, 1867*, 30 & 31 Victoria, c 3, and the *Constitution Act, 1982*.
  - 3.4. The nature, extent and specific arrangements relating to management and jurisdiction will be negotiated in an orderly manner.
  - 3.5. The specific nature, scope, content and geographic extent of Heiltsuk's Aboriginal title, rights and self-government will be negotiated in accordance with this Agreement.
4. Priority Topics
- 4.1. The Parties will negotiate and seek to reach agreement on the following priority topics in the non-common claim area identified in Appendix A:
    - 4.1.1. Demarcation of Heiltsuk Aboriginal title lands;
    - 4.1.2. Legal establishment of Heiltsuk Aboriginal title lands by agreement;
    - 4.1.3. Reconciling provincial laws, federal laws, and Heiltsuk Łáḡvái including management of Heiltsuk lands, waters, subsurface and biosphere and all resources;
    - 4.1.4. Models or methods of management of lands and resources, where appropriate;
    - 4.1.5. Revenue sharing models;
    - 4.1.6. The development of a model of 'Pápaḡvaḷa or cooperative federalism that coordinates the Parties' respective jurisdictions and authorities; and
    - 4.1.7. Heiltsuk self-government.
5. Phased Approach and Phase One
- 5.1. The Parties agree that a phased approach is the best approach to recognition and implementation of Heiltsuk Aboriginal title and rights. In order to take steps towards the Parties' vision of tangible measures of reconciliation, the Parties will focus on the parcels of land in the non-common claim area identified in Appendix B.

5.2. While agreements for the recognition of Heiltsuk's Aboriginal title, rights and self-government will not be time limited, the Parties also envision negotiating detailed, time-limited, and renewable agreements relating to the exercise of Heiltsuk's Aboriginal title, rights and self-government.

5.3. The Parties will negotiate and seek to reach agreement on the nature, scope and content of Heiltsuk's Aboriginal title, rights and jurisdiction in relation to the phase one lands identified in Appendix B and how this may be reconciled with Canada and British Columbia's laws.

5.4. In order to demonstrate progress the Parties have agreed to a phased approach to definition, recognition and implementation of Heiltsuk Aboriginal title, rights, and self-government in which the Parties focus first on parcels of land in the non-common claim area identified in Appendix B, including:

- All Heiltsuk Indian reserves;
- Existing community assets, including the airport and ferry terminal, on Campbell Island located on land that is not on reserve;
- Historic community sites on Campbell Island, including old town and Strom Bay;
- Expansion lands on Campbell Island to make one large contiguous parcel;
- Heiltsuk fee simple properties; and
- Troup Pass Conservancy Area.

5.5. The Parties agree to collaboratively develop recommendations for interim land protection and management measures within existing laws and policies in respect of phase one lands, identified in Appendix B, to be put forward to their respective decision-makers for approval.

5.6. In phase one, the Parties will consider all necessary matters relating to the transition from *Indian Act* governance to self-government in respect of all Indian reserves included in phase one.

5.7. The Parties will address Heiltsuk governance arrangements for reserves outside of the non-common claim area prior to finalizing phase one agreements.

5.8. The Parties will, before the end of phase one and future phases (where applicable), agree to an outline of the next phase, its funding, and its implementation.

## 6. Resourcing

6.1. Canada and British Columbia recognize that Heiltsuk requires capacity funding to implement this Agreement. They will respectively seek to provide Heiltsuk with appropriate funding based on the Parties' work plans and budget estimates to complete

the scheduled work. The Parties acknowledge that funding is subject to British Columbia and Canada's policies, legislation, directives and appropriations.

## 7. Dispute Resolution

7.1. If a dispute arises regarding the interpretation or implementation of this Agreement, a Party may bring the dispute to the attention of the other Parties by written notice, and a tripartite meeting will be convened to address the dispute.

7.2. If a meeting is required under section 7.1, or a Party serves notice to terminate this Agreement, the Parties will meet to discuss and attempt to resolve the dispute, with direction from the Parties' respective principals.

7.3. The Parties will utilize any dispute resolution mechanism agreed to by the Parties.

## 8. General Provisions and Termination

8.1. Each Party to the Agreement represents and warrants, with the intent and understanding that they will be relied on by the other Parties in entering into this Agreement, that it has the legal power, right, capacity and authority to enter into this Agreement.

8.2. The Parties agree that:

8.2.1. This Agreement is not intended to constitute a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;

8.2.2. Further legal processes are required to establish the nature, scope, content, and geographic extent of Heiltsuk's Aboriginal rights and title in the territory;

8.2.3. The legal establishment of Aboriginal rights or title by agreement will require concurrent provincial and federal legislation to be given full effect;

8.2.4. The commitments and acknowledgements made in this Agreement regarding the recognition and realization of Heiltsuk's Aboriginal title and inherent right to self-government are intended to be consistent with the recognition and affirmation of the existing Aboriginal rights of the Aboriginal peoples of Canada provided under section 35 of the *Constitution Act, 1982*.

8.3. This Agreement does not constitute an extinguishment or cession of any of Heiltsuk traditional territory.

8.4. This Agreement does not preclude Heiltsuk from participating in any government funding, program, or initiative for which Heiltsuk or its members may be eligible.

8.5. The Parties acknowledge that they are or may be engaged in court or tribunal proceedings relating to matters being negotiated under this or in relation to this



Agreement. The Parties agree that the existence of this Agreement and the content of any negotiations under or in relation to this Agreement are without prejudice to any positions that the parties may take in any proceeding relating to nature, scope, content, or geographic extent of Heiltsuk's Aboriginal rights, including title and self-government. Neither this Agreement nor any discussions and negotiations pursuant to it shall be introduced into evidence in any proceeding regarding Heiltsuk section 35 rights.

- 8.6. The Parties agree that discussions and negotiations conducted pursuant to this Agreement and all related documents, other than this Agreement when executed, are confidential unless the communications were previously in the public domain or the Parties agree otherwise in writing.
- 8.7. This Agreement may be amended, by written agreement signed by authorized representatives of all the Parties.
- 8.8. The Parties acknowledge that further decisions, mandates, policies, and approvals are required to implement this Agreement and is subject to each Party making required policy decisions and obtaining all required mandates and approvals including, in the case of British Columbia and Canada, any required Cabinet and Treasury Board approvals.
- 8.9. Nothing in this Agreement will be construed as:
  - 8.9.1. An admission by any Party of the scope, nature, content, or geographical extent of any Aboriginal right, including title, of Heiltsuk;
  - 8.9.2. Establishing, defining, limiting, denying, abrogating or derogating any Aboriginal title or rights;
  - 8.9.3. An acknowledgement or admission that British Columbia or Canada has an obligation to provide financial or economic accommodation or compensation to Heiltsuk; or
  - 8.9.4. In any way limiting the position any Party may take in any process or proceeding except as expressly set out herein.
- 8.10. Any waiver of a provision of this Agreement must be made in writing by the Party who benefits from the obligation waived, and will not be a waiver of any other provision, obligation, or subsequent default of that provision.
- 8.11. Any notice, document or communication required or permitted to be given under this Agreement must be in writing and delivered by hand or electronic transmission as follows, or to such other addresses as the Party may advise in writing:

To Heiltsuk:	Heiltsuk Tribal Council 226 Wabalisa Street, Bella Bella, BC V0T 1Z0
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To British Columbia: Province of British Columbia  
Ministry of Indigenous Relations and Reconciliation  
3rd Floor - 2957 Jutland Road, Victoria, BC V8T 5J9  
Attn: Chief Negotiator Tom McCarthy

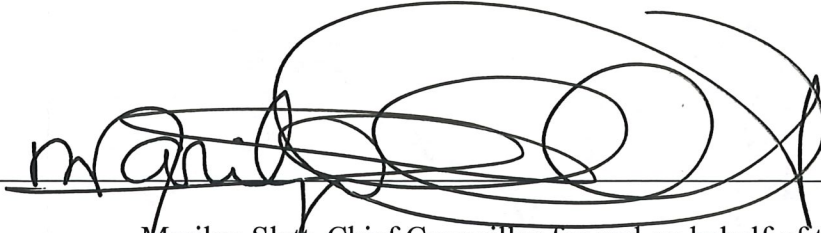
To Canada: Crown-Indigenous Relations Canada  
Treaties and Aboriginal Government, Negotiations West  
600-1138 Melville Street, Vancouver, BC V6E 4S3  
Attention: Chris Roine

- 8.12. In this Agreement, there will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 8.13. This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other by electronic transmission. All executed counterparts taken together will constitute one agreement.
- 8.14. Any Party may terminate this Agreement by providing 60 days advance written notice to the other Parties, setting out the reasons for the termination and the date on which the termination takes effect.
- 8.15. If a Party provides notice of termination, section 7 of this Agreement applies, and the Parties will make reasonable efforts to resolve the dispute or issue and will attend at least one meeting to explore the possibility of resolving the issue.



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

**On behalf of Heiltsuk Nation:**

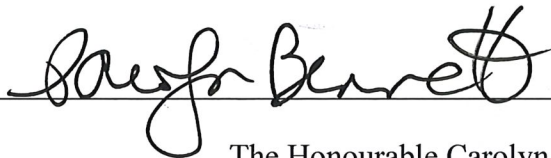
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Marilyn Slett, Chief Councillor for and on behalf of the Heiltsuk Nation

A handwritten signature in black ink, appearing to read 'Arnold Humchitt', written over a horizontal line.

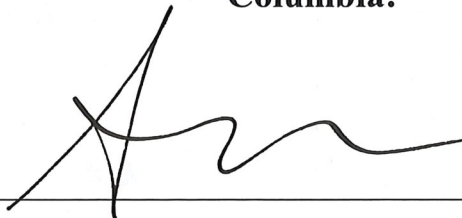
Qáít, Arnold Humchitt, Heiltsuk Yímas for and on behalf of the Heiltsuk Nation

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

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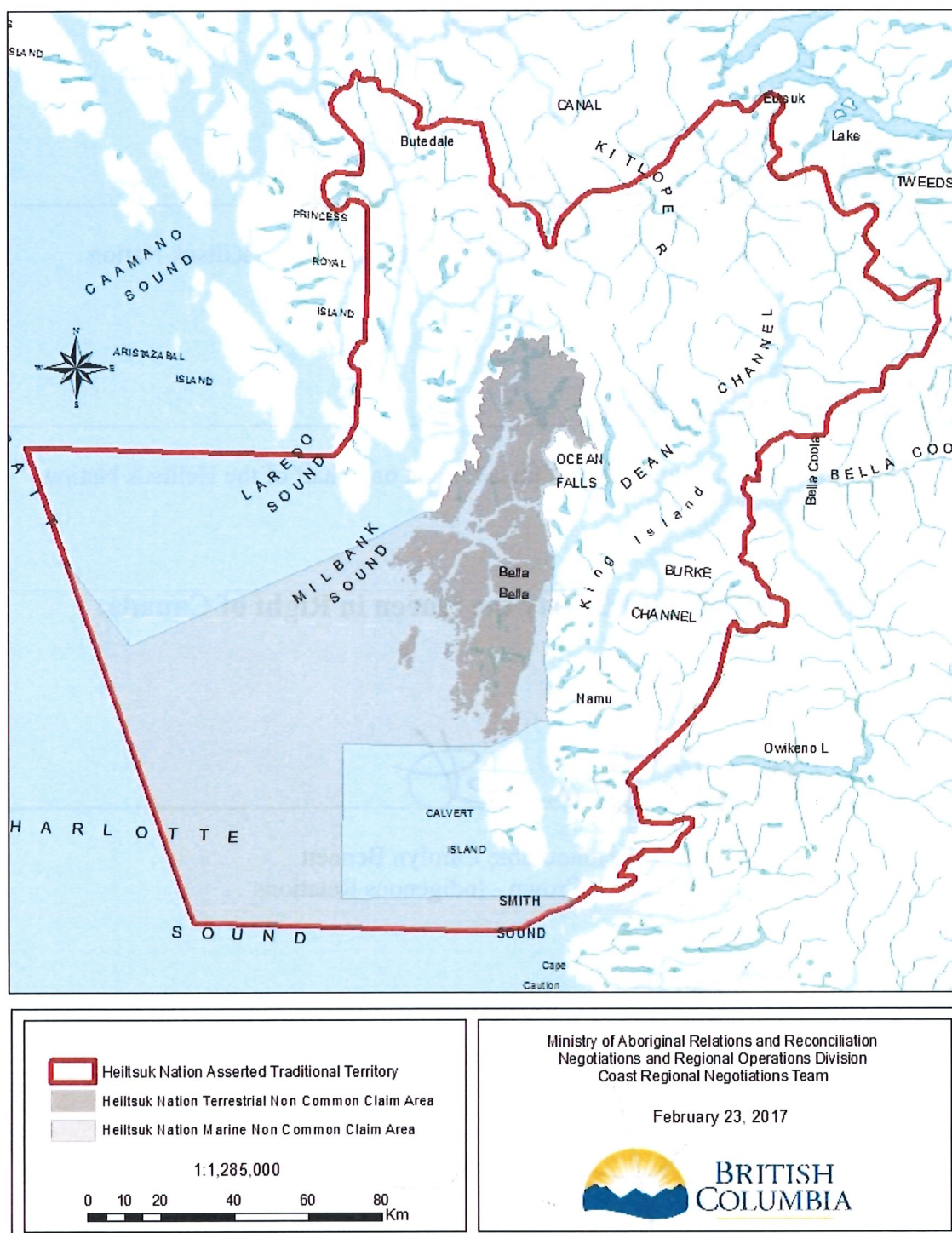
The Honourable Carolyn Bennett  
Minister of Crown - Indigenous Relations

**On behalf of Her Majesty the Queen in Right of the Province of British  
Columbia:**

A handwritten signature in black ink, appearing to read 'Scott Fraser', written over a horizontal line.

The Honourable Scott Fraser  
Minister of Indigenous Relations and Reconciliation

# Appendix A: Heiltsuk Traditional Territory and Non-Common Area





Appendix B: Phase One Lands  
Campbell Island Area





## Troup Pass Conservancy

