



**Amending Agreement of the  
Hałcístut: Framework Agreement for Reconciliation  
Winter 2017**

Dated for Reference: Dec 16<sup>th</sup>, 2017

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA,**  
as represented by the  
Minister of Indigenous Relations and Reconciliation,  
("the Province")

**AND**

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

(collectively referred to as the "Parties" and individually referred to as a "Party")

**WHEREAS:**

- A. The Heiltsuk Nation and the Province have entered into the Hałcístut: Framework Agreement for Reconciliation (the "Framework Agreement"), dated April 3, 2017, which is attached to this Amending Agreement as Appendix 1.
- B. Section 7.6 of the Framework Agreement provides that the Parties may jointly agree in writing to accept amendments to the Framework Agreement.

**THEREFORE,** the Parties agree as follows:


- 1.0 The "WHEREAS" section of the Framework Agreement is amended by adding the following:
  - G. British Columbia is committed to true, lasting reconciliation with Indigenous peoples and to the full adoption and implementation of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) in accordance with the Canadian Constitution and in the context of this Framework Agreement and the work that the Parties will conduct together. The Province will work with the Heiltsuk Nation in a collaborative and respectful manner to develop a vision of reconciliation.
- 2.0 Except as expressly amended by this Amending Agreement, the Parties confirm that the Framework Agreement, as amended, and this Amending Agreement 2017 shall be read and construed as one document.
- 3.0 This Amending Agreement will take effect the date that it is signed by all the Parties.

**Signed on behalf of the Parties, as follows:**

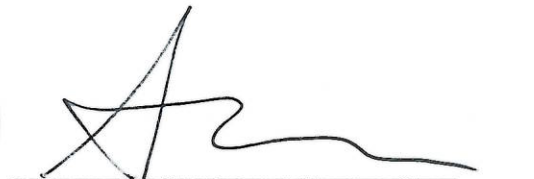
THIS AMENDING AGREEMENT has been execute as of 16 day of Dec, 2017.

HEILTSUK NATION


HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA



Chief Councillor for and on behalf of  
the Heiltsuk Nation



Minister Scott Fraser  
Ministry of Indigenous Relations and  
Reconciliation



Qa'ait, Heiltsuk Yimas  
for and on behalf of the  
Heiltsuk Nation

## Appendix 1

**Haílístut: Framework Agreement for Reconciliation, dated April 3, 2017**



## **Hałcístut: Framework Agreement for Reconciliation**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA,**  
as represented by the  
Minister of Aboriginal Relations and Reconciliation,  
("the Province")

**AND**

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

(collectively referred to as the "Parties" and individually referred to as a "Party")



**WHEREAS:**

- A. The Heiltsuk Nation asserts it has unceded aboriginal title and rights to land, waters and resources in the Heiltsuk Traditional Territory. This assertion is based on Heiltsuk Łáxváí and Ġvılás.
- B. The Province acknowledges that the Heiltsuk people have aboriginal title and rights within their Traditional Territory and this Hailcistut Framework Agreement for Reconciliation ("Framework Agreement") is a bridging step to meeting the challenges of implementation of title, rights, jurisdiction and authority for the Heiltsuk and reconciliation of those with the title, rights, jurisdiction and authority of the federal and provincial governments.
- C. The Province and the Heiltsuk Nation are committed to build on their existing collaborative Government-to-Government relationship based on respect and recognition to advance reconciliation (Hailcistut)
- D. The Heiltsuk Nation and the Province have made significant progress on establishing a more productive relationship and respectful approach to co-existence by way of land and natural resource management within the Heiltsuk's Traditional Territory through:
  - a. The 2009 Coastal First Nations Reconciliation Protocol, as amended;
  - b. The 2016 Coastal First Nations Atmospheric Benefits Sharing Framework Agreement;
  - c. The 2014 Forest Consultation and Revenue Sharing Framework Agreement; and
  - d. The 2016 Ecosystem Based Management Framework Agreements.

In addition to these existing agreements, the Parties wish to enter into this Framework Agreement.

- E. In October 2015 the Heiltsuk Nation made public a *Declaration of Heiltsuk Title and Rights* (the "Heiltsuk Declaration") and released the *Heiltsuk Title and Rights Strategy: Implementing a Reconciliation Agenda* (the "Heiltsuk Title and Rights Strategy"). These documents represent a political mandate for reconciliation for the Heiltsuk Nation. This mandate has been granted by the Yırnás (Hereditary Chiefs), the Heiltsuk Tribal Council (Elected Leaders), and the Heiltsuk people.
- F. The Province acknowledges that the Heiltsuk Nation has made the Heiltsuk Declaration and the Heiltsuk Title and Rights Strategy and that these documents can act as important catalysts for reconciliation (Hailcistut ).

- G. While the Parties recognize that they may not always agree, 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 (Qŋ qŋts sasŋ łats łáŋsłats).
- H. The Parties intend to keep building this relationship through this Framework Agreement on a path to reconciliation.

**NOW THEREFORE** the Parties agree as follows:

## **PART 1 – DEFINITIONS**

- 1.1. **“Coastal First Nations”** means those Nations and First Nations that are signatory to the 2009 Coastal First Nations Reconciliation Protocol, as amended, and the Council of the Haida Nation, as well as Old Massett Village Council and Skidegate Band Council;
- 1.2. **“Fiscal Year”** means a year beginning on April 1 and ending on March 31;
- 1.3. **“Ġvılás”** is a Heiltsuk concept for the Heiltsuk governing authority over all matters related to their lands and people;
- 1.4. **“Hałcístut”** is a Heiltsuk word for a Heiltsuk traditional potlatch concept that means to “turn something around and make right again”;
- 1.5. **“Heiltsuk Traditional Territory” or “Traditional Territory”** means the traditional territory claimed by the Heiltsuk Nation located within British Columbia, as identified by the Heiltsuk Nation in Appendix A;
- 1.6. **“Yımas”** means the Hereditary Chiefs of Heiltsuk Nation;
- 1.7. **“Łáxváı”** is a Heiltsuk concept for the inherent jurisdiction that flows from Heiltsuk ownership of their Traditional Territory;
- 1.8. **“Non-common Claim Area”** means those parts of the Heiltsuk Traditional Territory that do not overlap any areas claimed by any other First Nation, as shown in Appendix B; and
- 1.9. **“Reconciliation Action Plan”** means the plan developed pursuant to Part 3 of this Framework Agreement with the objective of advancing reconciliation between the Parties.



## **PART 2 – SCOPE, VISION, PRINCIPLES AND OBJECTIVES**

### **Geographic Scope**

- 2.1 This Framework Agreement applies to the area detailed in dark grey on the Appendix B map that is within the “Heiltsuk Nation Non-Common Claim Area.”

### **Shared Vision**

- 2.2 We agree on the importance of a healthy and functioning environment and communities. As governments, we strive to meet the social and economic needs of our people while we balance the requirements of the economy and the environment. Finding a path forward that respects each Party's connection to the land and responsibility for its stewardship will require a more comprehensive and collaborative role for the Heiltsuk.
- 2.3 The Parties will take practical actions under this Framework Agreement aimed at supporting a diversified sustainable economy to benefit Heiltsuk people.
- 2.4 The Parties may seek the involvement of Canada on matters within Canada's jurisdiction.
- 2.5 Both Parties will benefit from the actions that will result from this Framework Agreement, and any agreement(s) that may follow, as they will support the following positive outcomes:
- 2.5.1 the well-being of Heiltsuk members;
  - 2.5.2 a prosperous Heiltsuk economy fuelled by sustainable economic development;
  - 2.5.3 increased Heiltsuk economic self-sufficiency;
  - 2.5.4 a predictable and transparent decision making regime that creates opportunities and citizens within the Heiltsuk's Traditional Territory to prosper; and
  - 2.5.5 The Province is committed to consulting with stakeholders in the region and Heiltsuk will support the Province where appropriate.
- 2.6 The Parties acknowledge that additional mandates will be required to inform the negotiation of the components in this Framework Agreement and that any agreements reached between the Parties are subject to:
- 2.6.1 all required provincial approvals, including any Cabinet and Treasury Board approvals; and



2.6.2 all required Heiltsuk Nation approvals.

## **Principles and Objectives**

2.7 The Parties are committed to respecting the concept of *Hałt'cístut* by:

- 2.7.1 exploring opportunities in respect of environmental, social, cultural and economic initiatives that benefit Heiltsuk members;
- 2.7.2 exploring the incremental and transformative steps to reconcile Heiltsuk title, rights, jurisdiction and authority for Heiltsuk people under section 35 of the *Constitution Act*, with the title, rights, jurisdiction, and authority of the provincial and federal governments. This objective will require trilateral engagement with Canada;
- 2.7.3 creating a more collaborative, coordinated and efficient approach to land and resource management;
- 2.7.4 supporting Heiltsuk's efforts to build their community through diversified sustainable economic development initiatives that incorporate Heiltsuk values;
- 2.7.5 avoiding duplications of other processes and commitments;
- 2.7.6 seeking practical outcomes that will benefit the Parties and demonstrate a tangible commitment to reconciliation; and
- 2.7.7 minimizing the potential for conflicts with other First Nations.

## **PART 3 – RECONCILIATION ACTION PLAN**

- 3.1 Upon the signing of this Framework Agreement the Parties will support a collaborative partnership, and have discussions to develop a Reconciliation Action Plan that would be submitted to both Parties' respective authorities for consideration and approval.
- 3.2 The Parties will discuss the following topics in relation to the Reconciliation Action Plan and, where appropriate, discuss governance authority and/or jurisdiction related to, but not limited to, these matters:
  - 3.2.1 tourism;
  - 3.2.2 parks management and servicing;
  - 3.2.3 aquaculture;

- 3.2.4 transportation;
  - 3.2.5 awareness of Heiltsuk place names and their connection to Heiltsuk Traditional Territory;
  - 3.2.6 lands;
  - 3.2.7 language preservation and renewal;
  - 3.2.8 policy and planning capacity;
  - 3.2.9 monitoring and enforcement capacity;
  - 3.2.10 education and employment;
  - 3.2.11 child welfare;
  - 3.2.12 health care; and
  - 3.2.13 research in any matters that will advance progress towards reconciliation.
- 3.3 Where there is agreement from those scoping discussions, including with Canada where necessary, the Parties will identify recommendations to implement priority projects in the Reconciliation Action Plan with the goal of submitting these recommendations to both Parties' respective authorities for consideration and approval.
- 3.4 Either Party may bring forward additional topics for discussion and where there is agreement, the Parties will add these topics to the Reconciliation Action Plan.
- 3.5 The Parties may explore potential partnerships through tripartite discussions with the Government of Canada in developing the Reconciliation Action Plan regarding, but not limited to, the topics listed in 3.2.
- 3.6 The Reconciliation Action Plan, when endorsed by both Parties, is intended to: support Heiltsuk nation-building aspirations; have practical benefits to Heiltsuk members; and align with the Province's stated objectives for reconciliation<sup>1</sup>.

#### **PART 4 - IMPLEMENTATION OF THIS FRAMEWORK AGREEMENT**

- 4.1 The Parties will establish a working group of senior representatives (the "Working Group") to implement this Framework Agreement collaboratively.
- 4.2 The Working Group will create annual work plans, as required, for the collaborative implementation of this Framework Agreement.

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<sup>1</sup> See the Ministry of Aboriginal Relations and Reconciliation [2015-2018 Service Plan](#) (February, 2015).

- 4.3 The Working Group will meet regularly as set out in the annual work plan.
- 4.4 The Working Group will hold meetings at locations agreed upon by the Parties.
- 4.5 The Working Group will be responsible for the conduct and coordination of the implementation of this Framework Agreement and the establishment of time limited working groups as required.
- 4.6 Working Group members will provide updates as appropriate on the progress of other bi-lateral negotiations with the federal government or other First Nations that are relevant to the implementation of this Framework Agreement.
- 4.7 Working Group members will record the results of Working Group meetings.
- 4.8 Working Group members will recommend approval of any activities to their respective principals.

## **PART 5 - OUTCOME**

- 5.1 A Reconciliation Action Plan as described in Part 3 of this Framework Agreement.

## **PART 6 - RESOURCING**

- 6.1 The Parties agree to the principle that the costs of implementing this Framework Agreement and any activities that may be carried out under the Reconciliation Action Plan should be jointly funded where and when possible.
- 6.2 Despite 6.1 and subject to 6.5, the Province will provide Heiltsuk Nation with \$100,000 for Fiscal Year 2016-17 for the implementation of this Framework Agreement.
- 6.3 Both Parties agree to seek further funding for future years, subject to development of work plans and mandate approvals, as required to support the Parties on their continued path toward reconciliation.
- 6.4 Future financial support provided by the Province to Heiltsuk Nation will be consistent with the objectives of this Framework Agreement and any subsequent activities that may be carried out under the Reconciliation Action Plan.



6.5 Notwithstanding any other provision of this Framework Agreement, financial support provided by the Province to the Heiltsuk Nation is subject to:

- 6.5.1 this Framework Agreement continuing in effect;
- 6.5.2 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c. 138 (the "*Financial Administration Act*"), to enable the Province in any Fiscal Year or part thereof when such payment is required, to make such payment; and
- 6.5.3 Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.

## **PART 7 - GENERAL PROVISIONS**

### **Representations and Warranties**

7.1 Heiltsuk Nation represents and warrants to the Province, with the intent and understanding that the Province will rely thereon in entering into, and exercising its rights under, this Framework Agreement, that:

- 7.1.1 it has the legal power, right, capacity and authority to accept, execute and deliver this Framework Agreement and to carry out its obligations under it; and
- 7.1.2 it has obtained or had the opportunity to obtain the advice of its own financial, legal, tax and other professional advisors with respect to this Framework Agreement.

7.2 The Province represents and warrants to the Heiltsuk Nation that it has the legal authority to enter into this Framework Agreement and to carry out its obligations in accordance with it.

### **Notice**

7.3 Where in this Framework Agreement any notice or other communication is required in relation to this Framework Agreement to be given by either of the Parties, it will be made in writing. It will be effectively given:

- 7.3.1 by delivery to the address and/or email address of the Party set out below, on the date of delivery; or



7.3.2 by pre-paid registered mail to the address of the Party mentioned in this Framework Agreement, on the date the registered mail is delivered.

7.4 The address and/or email addresses to initiate communication between the Parties are:

Province of British Columbia  
Ministry of Aboriginal Relations and Reconciliation  
Suite 142- 2080 Labieux Road  
Nanaimo BC V9R 5B6  
Attn: Regional Negotiator  
Dennis.Crockford@gov.bc.ca

Heiltsuk Nation  
226 Wabalisa St  
Bella Bella BC, V0T1Z0  
Attn: Chief Marilyn Slett  
mslett@heiltsuknation.ca

### **Confidentiality**

7.5 The Parties are committed to operating openly and transparently, and acknowledge that as a result of this Framework Agreement, they may exchange confidential information, the confidentiality of which will be as determined by the Parties. The Parties will treat that confidential information as confidential and will not, without the prior consent of the Party providing the information, publish, release, or disclose, or permit to be published, released or disclosed, either before or after the expiration or termination of this Framework Agreement, that information, except insofar as that publication, release or disclosure is:

7.5.1 necessary to enable the Party to fulfill its obligations under this Framework Agreement;

7.5.2 necessary to enable the Province to fulfill its obligations regarding a decision made, or to be made, by a provincial decision-maker; or

7.5.3 required by law or by a court or tribunal with competent jurisdiction.

### **Amendment**

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

## **Term and Termination**

- 7.7 This Framework Agreement takes effect on the date first above written (the "Effective Date") and will continue unless terminated by one of the Parties.
- 7.8 Either Party may terminate this Framework Agreement by providing 30 calendar days' written notice to the other Party, setting out the reasons for termination and the date on which the termination takes effect.
- 7.9 If, in its written notice of termination, a Party sets out as a reason for the termination that there is a dispute or issue that has led to the termination, the Parties will make reasonable efforts to resolve the dispute or issue, if any, including attending one meeting to explore the possibilities of resolving the issue.

## **Not a Treaty**

- 7.10 This Framework 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*.
- 7.11 This Framework Agreement does not create, recognize, affirm, deny or amend any legally enforceable rights.
- 7.12 This Framework Agreement does not preclude the Heiltsuk Nation from accessing any funding, program or initiative that BC might normally make available to other First Nations.

## **No Admissions**

- 7.13 Nothing in this Framework Agreement:

7.13.1 prevents the Heiltsuk Nation from initiating or proceeding with a claim seeking a court declaration or finding about any Aboriginal right or title recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

7.13.2 is an admission by the Province of the validity of the claims by the Heiltsuk Nation to an Aboriginal or treaty right, recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, or that the Province has infringed any Aboriginal or treaty right or rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* of the Heiltsuk Nation;

7.13.3 is an acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Framework Agreement, as part of the Province's obligation to consult and, as appropriate, accommodate; or



7.13.4 in any way limits the position the Parties may take in any negotiations or in any discussions between the Parties, except as expressly contemplated in this Framework Agreement.

### **Relationship**

7.14 No partnership, joint venture, agency, fiduciary or employment relationship is created by this Framework Agreement or by the actions of the Parties under this Framework Agreement. Heiltsuk Nation will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm or corporation. The Province will not, in any manner whatsoever, commit or purport to commit Heiltsuk Nation to the payment of money to any person, firm or corporation

### **Indemnity**

7.15 Heiltsuk Nation will indemnify and save harmless the Province and its officials from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to by reason of any act or omission of Heiltsuk Nation or by any servant, employee, or agent of Heiltsuk Nation in relation to the performance or non-performance of Heiltsuk Nation's obligations under this Framework Agreement. This term will survive the termination of this Framework Agreement.

7.16 The Province will indemnify and save harmless the Heiltsuk Nation and its officials from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Heiltsuk Nation may sustain, incur, suffer or be put to by reason of any act or omission of the Province or by any servant, employee, or agent of the Province in relation to the performance or non-performance of the Province's obligations under this Framework Agreement. This term will survive the termination of this Framework Agreement.

### **Time**

7.17 Time is of the essence.

### **Constitution of Canada**

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

## **Entire Framework Agreement**

7.19 This Framework Agreement, and any amendments made to it in accordance with this Framework Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of the Framework Agreement, unless otherwise agreed in writing by the Parties.

## **Ambiguity**

7.20 There will be no presumption that any ambiguity in any of the terms of this Framework Agreement should be interpreted in favour of either Party.

## **Enurement**

7.21 This Framework Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

## **Assignment**

7.22 Unless otherwise agreed to in writing by the Parties, this Framework Agreement may not be assigned, either in whole or in part, by either Party.

## **Waiver**

7.23 No term, condition, covenant or other provision of this Framework Agreement and no breach by one Party of any term or condition of this Framework Agreement may be waived unless such waiver is in writing and signed by the other Party.

## **Severability**

7.24 If any part of this Framework Agreement is void or unenforceable at law, it shall be severed from this Framework Agreement and the rest of the Framework Agreement shall remain in effect and fully enforceable.

## **Appendices**

7.25 The following Appendices are attached and form part of this Framework Agreement:

7.25.1 Appendix A – Map depicting Heiltsuk Traditional Territory; and

7.25.2 Appendix B – Map depicting Heiltsuk Nation Non-common Claim Area.



## Execution in Counterparts

7.26 This Framework 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.

THIS FRAMEWORK AGREEMENT has been executed as of 3 day of April 2017

HEILTSUK NATION

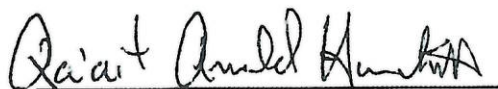


Chief Councillor  
for and on behalf of the  
Heiltsuk Nation

HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA



Honourable John Rustad, Minister of  
Aboriginal Relations and  
Reconciliation



Qa'ait, Heiltsuk Yimas  
for and on behalf of the  
Heiltsuk Nation

## Appendix A: Heiltsuk Nation Asserted Traditional Territory



 Heiltsuk Nation Asserted Traditional Territory

1:1285000  
0 10 20 40 60 80 Km

Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
Coast Regional Negotiations Team

February 23, 2017



## Appendix B: Heiltsuk Nation Non Common Claim Area



- Heiltsuk Nation Asserted Traditional Territory
- Heiltsuk Nation Terrestrial Non Common Claim Area
- Heiltsuk Nation Marine Non Common Claim Area

1:1,285,000

0 10 20 40 60 80 Km

Ministry of Aboriginal Relations and Reconciliation  
Negotiations and Regional Operations Division  
Coast Regional Negotiations Team

February 23, 2017



