

'MNÚXVS NUÁQI – ONE MIND, ONE THOUGHT AGREEMENT
(“Agreement”)

THIS AGREEMENT made as of March 29, 2021 (“Effective Date”)

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 the Heiltsuk Tribal Council and Yímás

{the “Heiltsuk”}

{collectively the “Parties” and individually a “Party”}

WHEREAS:

- A. On April 3, 2017, the Parties signed the *Haítcístut: Framework Agreement for Reconciliation* (the “Framework Agreement”);
- B. On September 13, 2017, the Province committed to working in partnership with Indigenous peoples to embrace and implement United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”) and has enacted the Declaration on the Rights of Indigenous Peoples Act which provides a framework for the implementation of UNDRIP in British Columbia;
- C. On December 16, 2017, the Parties agreed to amend the Framework Agreement to acknowledge the Province’s commitment to adopt and implement the UNDRIP;
- D. On January 9, 2019, the Parties agreed to add Housing as a priority topic under the Reconciliation Action Plan described in the Framework Agreement;
- E. In May 2019, Heiltsuk tabled with the Province the *Haítcístut: Laying the Foundation for Our Vision of Reconciliation* document (the “Haítcístut Vision”) setting out Heiltsuk’s vision and plan for initial and incremental investments in the following house posts which Heiltsuk regards as the essential foundation for reconciliation, self-determination, and a renewed government-to-government relationship with the Province:
 - (1) Self-Government;
 - (2) Housing;

(3) Language Preservation and Revitalization;

(4) Economic Development;

(5) Marine and Fisheries;

(collectively the “House Posts” and individually a “House Post”);

- F. On August 19, 2019, Heiltsuk, Canada and the Province signed the *Tuígila Agreement for the Implementation of Heiltsuk Title, Rights and Self-government* wherein the Province recognizes that Heiltsuk requires funding to advance reconciliation between the Parties and the implementation of Heiltsuk title, rights and self-government;
- G. On July 25, 2019, Heiltsuk and Canada signed the *Hałtcístut Incremental House Post Agreement* confirming and setting out their respective commitments and understandings of the investments that they intend to make in relation to the House Posts;
- H. Heiltsuk has continually demonstrated the capacity to move beyond the confines colonialism and find innovative solutions working with the Province as an experienced, well-educated, and proactive Nation;
- I. Province wishes to provide funding to Heiltsuk to support the further development of the House Posts as described in the Hałtcístut Vision and take tangible steps toward reconciliation with Heiltsuk; and
- J. The Parties are ready to embrace the potential success of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. Definitions

- 1.1. In this Agreement the following definitions (in addition to those definitions provided for elsewhere in this Agreement) shall apply:

“Agreement” means this ‘Mhúxvs Nuáqi – One Mind, One Thought Agreement;

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

“Hałtzaqv|a” means to speak the Hałtzaqv language;

“Heiltsuk Nation” includes ‘Wúyalit̓xv, ‘Qvúqvaʔaít̓xv, Wuíłit̓xv, ‘Yísdáit̓xv, ‘and ǂáíǂáís tribes;

“Heiltsuk Tribal Council” means the elected leaders of the Heiltsuk Nation; and

“Yímás” means the Hereditary Chiefs of Heiltsuk Nation.

2. Purpose

- 2.1. The purpose of this Agreement is to provide contribution funds to support the Hałtcístut Vision to take tangible steps toward reconciliation with Heiltsuk that includes closing the socio-economic gaps between Heiltsuk community members and other British Columbians.

3. House Post #1: Self-Government

- 3.1. The Province will provide \$3,450,000.00 to Heiltsuk to support the following measures:
- 3.1.1. Research and Assessment – exercising Heiltsuk authority in areas of existing provincial laws;
 - 3.1.2. Dispute Resolution Tribunal Pilot Project;
 - 3.1.3. Land-Based Laws Enforcement Pilot Project; and
 - 3.1.4. B.C./Heiltsuk Collaborative Policy Development Pilot Project.

4. House Post #2: Housing

- 4.1. The Province will provide \$5,000,000.00 to Heiltsuk to contribute toward the development and construction of an Elders' Long-Term Care Facility.

5. House Post #3: Language Preservation and Revitalization

- 5.1. The Province will provide \$1,578,660.00 to Heiltsuk to support the development of the following measures:
- 5.1.1. Haítzaqv̓la Revitalization Centre;
 - 5.1.2. Community Language Team;
 - 5.1.3. Language Nests and Prenatal Program;
 - 5.1.4. Capacity Development for Fluent Speakers and Instructors;
 - 5.1.5. Haítzaqv̓la Teacher Education Program;
 - 5.1.6. Full-Time Adult Immersion Program;
 - 5.1.7. Healing Initiatives;
 - 5.1.8. Silent Speaker Program;
 - 5.1.9. Curriculum and Learning Resource Development;
 - 5.1.10. Preservation; and
 - 5.1.11. Place Names.

6. House Post #4: Economic Development

- 6.1. The Province will provide \$4,996,790.00 to Heiltsuk to support the development of the following measures:
- 6.1.1. Identification and Governance of Heiltsuk Exclusive Tourism Sites in Non-common Claim Area;
 - 6.1.2. Hospitality/Tourism/Business Capacity Development;
 - 6.1.3. Implementation of Tourism Master Plan and Heiltsuk Exclusive Tourism Sites; and
 - 6.1.4. Creation of Business Plan for Localized Lumber Mill.

7. House Post #5: Marine and Fisheries

7.1. The Province will provide \$7,304,550.00 to Heiltsuk to fund the following measures:

7.1.1. Sea Cucumber Pilot Project; and

7.1.2. Wild Salmon Habitat Restoration, Enhancement and Management.

8. Funding Provisions

8.1. The Province will provide to Heiltsuk the amounts set out in sections 3 to 7 of this Agreement in a single lump sum payment totalling \$22,330,000.00 (the "Funds") on March 31, 2021 or as soon as practicable after the Effective Date of this Agreement.

8.2. Heiltsuk will carry out, or cause to be carried out, the House Post measures contemplated under this Agreement subject to the terms and conditions set out in this Agreement.

8.3. The Parties will collaboratively create a reporting process for both Heiltsuk members and the Province conducive to achieving results within each House Post that:

8.3.1. outlines deliverables and success indicators for each House Post to highlight how this Agreement has begun to close the socio-economic gap for Heiltsuk;

8.3.2. provides a project outline for each House Post measure contemplated under this Agreement that includes a project description, project milestones and timeframes for each milestone; and

8.3.3. describes on an annual basis how the Funds were used in a manner consistent with this Agreement in the prior fiscal year (April 1 – March 31).

8.4. If a portion of the Funds are not required or cannot be used by Heiltsuk to support a House Post measure contemplated under this Agreement, the Parties may agree to reallocate that portion of the Funds to another House Post measure.

8.5. The Parties acknowledge that the implementation of House Post measures identified by Heiltsuk in the Heiltsuk Vision and contemplated under this Agreement may require the Province to seek further decisions, policies, mandates and approvals other than the mandates and approvals necessary for the provision of the Funds under this Agreement.

8.6. The Parties agree that the provision of the Funds is an investment in reconciliation, including the House Posts identified by Heiltsuk in the Heiltsuk Vision, and is a contribution by the Province towards the reconciliation of the Parties' interests if the Parties reach an agreement protected by section 35 of the *Constitution Act, 1982*. Both Parties will take this funding into account when considering future agreements and payments, as part of an incremental and multi-step process, including any agreement protected by section 35 of the *Constitution Act, 1982*.

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

8.8. The Parties acknowledge and agree that all or part of the Funds that may be invested or applied to an economic development initiative carries an inherent risk and may be lost, decline in value or fail to achieve the desired value.

- 8.9. The Parties acknowledge and agree that the Province is not guaranteeing or providing any assurance in connection with, and is not liable for, any investment or use by Heiltsuk of any the Funds.
- 8.10. Notwithstanding any provision of this Agreement, payment of the Funds by the Province to Heiltsuk is subject to:
- 8.10.1. Sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province to make a payment pursuant to this Agreement; and
- 8.10.2. Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation.

9. Other Provisions

- 9.1. The term of this Agreement will commence as of the Effective Date and continue until March 31, 2024 unless terminated by either Party in accordance with section 9.5 below.
- 9.2. 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.
- 9.3. 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.
- 9.4. This Agreement may be amended by written agreement signed by authorized representatives of the Parties.
- 9.5. Any Party may terminate this Agreement by providing 60 days advance written notice to the other Party setting out the reasons for the termination and the date on which termination takes effect. Section 8.6 is intended to survive and remain binding on the Parties despite any termination of this Agreement.
- 9.6. If a Party serves written notice of a dispute regarding the interpretation or implementation of this Agreement or written notice to terminate this Agreement, the Parties will meet to discuss and attempt to resolve the dispute with direction from their respective principals and will utilize any dispute resolution mechanism agreed to by the Parties.
- 9.7. 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 such other addresses as the Party may advise in writing:

To Heiltsuk: Heiltsuk Tribal Council
226 Wabalisla Street, Bella Bella, B.C. V0T 1Z0
Attention: Marilyn Slett

To the Province: Ministry of Indigenous Relations and Reconciliation
P.O. Box Stn. Prov. Govt. Victoria, B.C. V8W 9B1

Attention: Deputy Minister


- 9.8. This Agreement does not constitute a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 9.9. 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.
- 9.10. Nothing in this Agreement will be construed as:
 - 9.10.1. An admission by any Party of the scope, nature, content, or geographical extent of any Aboriginal right, including title;
 - 9.10.2. Establishing, defining, limiting, denying, abrogating or derogating any Aboriginal right, including title;
 - 9.10.3. An acknowledgement or admission that the Province has an obligation to provide financial or economic accommodation or compensation to Heiltsuk;
 - 9.10.4. An acknowledgement or admission that Heiltsuk is receiving financial or economic accommodation or compensation in relation to any other process or proceeding; or
 - 9.10.5. In any way limiting the position any Party may take in any process or proceeding except as expressly set out herein.
- 9.11. This Agreement does not create any agency, association, joint venture or employer-employee relationship between the Parties.
- 9.12. Each Party to the Agreement represents and warrants, with the intent and understanding that they will be relied on by the other Party in entering into this Agreement, that:
 - 9.12.1. it has the legal power, right, capacity and authority to enter into this Agreement, and
 - 9.12.2. this Agreement forms a valid and binding obligation on them.

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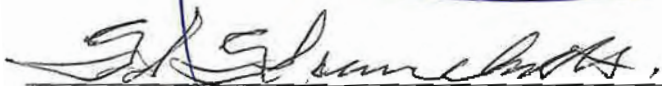
9.13. This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other by electronic transmission. All extended counterparts taken together with constitute one agreement.

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

ON BEHALF OF THE HEILTSUK NATION:

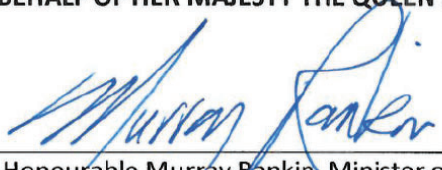


Marilyn Slett, Chief Councillor, Heiltsuk Tribal Council



Qáit, Arnold Humchitt, Yírhás

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