



**Tripartite Memorandum of Understanding
to Guide Rights Implementation and Reconciliation Negotiations ("MOU")**

BETWEEN:

Lake Babine Nation, as represented by Chief and Council ("**Lake Babine**")

AND:

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:

Her Majesty the Queen in Right of Canada, as represented by the Minister of Crown-Indigenous Relations ("**Canada**")

(in this MOU referred to collectively as the "**Parties**" and individually as a "**Party**")

Whereas:

- A. Canada and the Province recognize that Lake Babine has Aboriginal rights, including title, and they are committed to working collaboratively with Lake Babine to implement those rights;
- B. In 1906, Canada and Lake Babine Nation entered into an agreement generally known as the "Barricade Agreement", which Lake Babine asserts is a treaty, and the Parties will discuss the nature of the agreement and its content;
- C. On May 10, 2016, Canada fully endorsed the *United Nations Declaration on the Rights of Indigenous Peoples* ("**UNDRIP**") without qualification and committed to implementing UNDRIP in a manner consistent with the Canadian constitution in partnership with Indigenous Peoples, and on September 13, 2017 British Columbia committed to working in partnership with Indigenous peoples to embrace and implement UNDRIP.

- D. In July 2017, Canada issued the *Principles respecting the Government of Canada's relationship with Indigenous Peoples* which can be found at: <http://publications.gc.ca/site/eng/9.851661/publication.html> ("**Canada's Relationship Principles**"). In May 2018, British Columbia issued the Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples which can be found at https://www2.gov.bc.ca/assets/gov/careers/about-the-bc-public-service/diversity-inclusion-respect/draft_principles.pdf ("**BC's Relationship Principles**"). Canada's Relationship Principles, and BC's Relationship Principles are rooted in section 35 of the *Constitution Act*, 1982, guided by UNDRIP and informed by the Truth and Reconciliation Commission's Calls to Action and the Report of the Royal Commission on Aboriginal Peoples.
- E. In August 2016, Lake Babine and the Province participated in an intensive 2½ day session where they began the work of developing a vision for Lake Babine's success and well-being as well as their shared future.
- F. Since the fall of 2016 and as confirmed in their *Foundation Pathway Agreement* of March 16, 2017, Lake Babine and BC have been developing a joint vision ("**Joint Vision**") based on the August 2016 session and negotiating toward an innovative 25-year agreement that would progressively implement the Joint Vision. Their Joint Vision is to implement Lake Babine's section 35 rights, promote social and community well-being, regional economic growth and predictability, and transform their relationship into a strong, government-to-government working relationship.
- G. In December 2017, Canada confirmed its willingness to join Lake Babine and the Province in trilateral negotiations.

NOW THEREFORE the Parties set out their mutual understandings:

1. Purpose

- 1.1 The fundamental purpose of this MOU is to confirm the principles, topics, engagement structures, and funding commitments that will frame and guide the Parties' tripartite work towards collaboratively achieving nation-to-nation relationship with Lake Babine based on recognition and implementation of rights and title, respect, cooperation and partnerships through one or more agreements.
- 1.2 This MOU does not amend or replace any of the terms of the *Foundation Pathway Agreement*.

2. Guiding Principles

- 2.1 The Parties will at all times work under this MOU in a good faith, transparent, collaborative manner towards one another, and will apply an

innovative, and solutions-oriented approach to the discussions and negotiations.

- 2.2 As part of their negotiations on each topic, the Parties will discuss and seek to implement the relevant UNDRIP Articles, and the Calls to Action of the Truth and Reconciliation Commission, and will be informed by any reviews of federal and provincial laws and policies.
- 2.3 As part of their negotiations on each topic, Lake Babine, British Columbia and Canada will discuss and seek to implement Canada's Relationship Principles and BC's Relationship Principles.
- 2.4 The work under this MOU is overdue and urgent and as such the Parties will
 - a) provide their respective teams with adequate technical support and direction to advance the negotiations in a timely way;
 - b) prioritize their work in accordance with their shared priorities, on the understanding that priorities may shift over time; and
 - c) aim to begin transforming their relationship as quickly as possible by implementing measures and agreements incrementally and in advance of completion of negotiation on all matters.

3. Scope of Negotiation Topics

3.1 The topics for negotiation will include:

- a) Aboriginal title and transfer of lands;
- b) forestry;
- c) decision-making about lands and resources, including free, prior, informed consent;
- d) hunting;
- e) fishing;
- f) inherent right of self-determination and self-government, including Lake Babine governance;
- g) fiscal relations, including taxation, revenue-sharing, and gaming;
- h) child and family protection and wellbeing;
- i) education and language;
- j) justice;

- k) health;
- l) community development, infrastructure, and housing;
- m) economic development; and
- n) the 1906 Barricade Agreement.

3.2 The Parties may by agreement pursue negotiations on any additional topics.

3.3 Negotiations will be bilateral or trilateral, as appropriate.

4. Format of Future Agreement(s)

- 4.1 The Parties will jointly develop non-binding terms setting out the key components of their agreement(s), and those terms will form the basis for the Parties to seek mandates to conclude one or more binding agreements.
- 4.2 The Parties will strive for plain and concise language in the agreement(s) they negotiate under this MOU.
- 4.3 The Parties will establish a work plan for the negotiations based on their priorities.
- 4.4 The Province and Lake Babine agree that the main agreement negotiated under this MOU will include a shared vision that is consistent with the Joint Vision, immediate measures, short, medium and/or long-term milestones, and provisions to support effective implementation.
- 4.5 Canada will endeavour to develop with Lake Babine and the Province a shared vision that is consistent with the Joint Vision.

5. Capacity Funding

- 5.1 Canada and the Province acknowledge that Lake Babine requires capacity funding to implement this MOU. They will respectively provide Lake Babine with appropriate funding based on the Parties' workplans and Lake Babine's budget estimates to complete the scheduled work. Funding is subject to appropriations and each government's applicable policies and directives.
- 5.2 The Parties will negotiate and seek to reach agreement on capacity funding at least 30 days prior to the conclusion of the next fiscal year.

6. Dispute Resolution

- 6.1 The Parties will seek to resolve any disagreements about the interpretation or implementation of this MOU or substantive matters that arise in their negotiations ("**Disagreement**").

- 6.2 Should a Disagreement arise, the lead negotiators will seek to resolve it promptly.
- 6.3 Should the lead negotiators fail to resolve a Disagreement, they will promptly inform the Parties' leadership representatives, who will provide guidance or instruction in a timely fashion to try to resolve the Disagreement. Leadership representatives will be
- a) for Lake Babine, the Chief;
 - b) for the Province, the Minister or Deputy Minister of Indigenous Relations and Reconciliation; and
 - c) for Canada, the Minister or Deputy Minister or senior delegate of Crown-Indigenous Relations and Northern Affairs.

7. General Provisions

- 7.1 This MOU does not oblige any Party to enter into any further agreements.
- 7.2 This MOU is not legally binding.
- 7.3 This MOU does not:
- a) establish, create, amend, recognize, deny, limit, modify, abrogate, or derogate from any legally enforceable rights, including any rights or title of Lake Babine which are recognized and affirmed by Section 35 of the *Constitution Act, 1982*;
 - b) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*;
 - c) preclude the right of any Party to engage in further processes to establish the scope or the geographic extent of Lake Babine Aboriginal rights, including title;
 - d) constitute an agreement on the specific nature, scope, and geographic extent of Lake Babine Aboriginal rights, including title; and
 - e) constitute consultation for the purpose of justification by Canada or British Columbia for infringement of any Lake Babine Aboriginal rights.
- 7.4 Unless otherwise agreed to by the Parties, this MOU and the discussions (including all records, information and communications that disclose the content of the discussions), are confidential and without prejudice to the

positions that any of the Parties may take in any proceedings before a court or other forum and shall not be construed as an admission of fact or liability.

7.5 Nothing in this MOU precludes Lake Babine from:

- a) negotiating or implementing benefit-sharing or other agreements with proponents, third parties, the Province or Canada;
- b) accessing any economic benefits or opportunities that might be available to it; or
- c) participating in government programs for which Lake Babine may be eligible.

7.6 This MOU may be entered into by each Party signing a separate copy and delivering it to the other Parties by electronic transmission. This MOU will come into effect on the date of the last signature.

7.7 A Party may withdraw from this MOU by providing written notice to the other Parties.

IN WITNESS WHEREOF the Parties hereby execute this MOU:

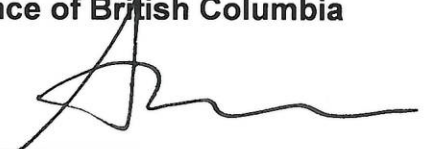
Signed on behalf of **Her Majesty the Queen**
in Right of Canada:

Signed on behalf of **Lake Babine Nation**:

By: 
The Honourable Carolyn Bennett

By: 
Chief Gordon Alec

**For Her Majesty the Queen in Right of the
Province of British Columbia**

By: 
The Honourable Scott Fraser