



THIS AGREEMENT made this 18 day of July, 2016

AHOUSAHT PROTOCOL

BETWEEN

MAAQUTUSIIS HAHOULTHEE STEWARDSHIP SOCIETY
(hereafter referred to as the MHSS), as represented by the Hawiih
and the elected Chief Councillor of the Ahousaht First Nation

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**
(hereafter referred to as the Province of British Columbia, or the
Province)

(Collectively, the "Parties; individually, "Party")

WHEREAS:

- A. The MHSS was incorporated in 2012 by the Ahousaht Hawiih (hereditary chiefs) and elected Chief and Council of the Ahousaht First Nation.
- B. In the Protocol between the Ahousaht Hawiih and the elected Council of the Ahousaht First Nation, dated October 3, 2013, it was resolved that:

"The Ahousaht Hawiih and elected Chief and Council recognize and acknowledge the role of the Maaqutusiis Hahoulthee Stewardship Society (MHSS) to manage economic development of all resources within the Hahoulthee of the Hawiih for the benefit of the Ahousaht Muschim, and that this will be done in a manner that is open and transparent, equitable and accountable to all Ahousaht."
- C. The Hahoulthee is the territory of the Ahousaht First Nation, as shown in Appendix "B".

- D. By the signed Band Council Resolution, as shown in Appendix "A", the Ahousaht First Nation elected Chief and Counsel grant MHSS the authority to represent the Ahousaht First Nation and its members in this agreement (Protocol Agreement).
- E. The Parties intend to further their constructive and respectful relationship, including developing a collaborative approach to engaging on land and natural resource management pertaining to the geographic area within the scope of this Protocol Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope

- 1.1 This Protocol Agreement applies to the area shown in in Appendix C

2. Shared Vision

- 2.1 The Ahousaht First Nation and the Province have established a collaborative working relationship based on the Clayoquot Sound Interim Measures Agreement, as amended or extended, and the Clayoquot Sound Watershed Plans.
- 2.2 The Parties intend this Protocol Agreement and any agreements resulting from this Protocol Agreement to support the government-to-government relationship between the Ahousaht First Nation and the Province.
- 2.3 The Province of British Columbia is supportive of Ahousaht First Nation's efforts to build their community through diversified and sustainable economic development initiatives drawn from Ahousaht values, including the spirit of lisaak (respect for the earth and all life forms on it) and Hishukish Tsawalk (the interconnectedness of all things).
- 2.4 The Ahousaht First Nation and the Province strongly share a respect for their government-to-government relationship and the inseparable link between a First People and their culture.
- 2.5 In accordance with this Protocol Agreement, the Parties will:
 - (a) explore environmental, social, cultural and economic opportunities that will benefit Ahousaht citizens and neighboring communities; and
 - (b) engage in a more collaborative, coordinated and efficient approach on land and resource management, which is consistent with both Parties' interests.

3. Principles and Objectives

3.1 The Parties agree that the following principles should guide the government-to-government relationship between the Ahousaht First Nation and the Province, including the implementation of this Protocol Agreement:

- (a) lisaakstalth (respect one another);
- (b) Yaakstalth (care for one another);
- (c) Hopiitstalth (help one another); and
- (d) Hahopstalth (teach one another).

3.2 The Parties intend this Protocol Agreement to support the goal of fostering Ahousaht First Nation's continued development towards self-sufficiency and nation-building, and to that end, will:

- (a) explore opportunities aimed at supporting a diversified economy for Ahousaht First Nation and neighbouring communities, and
- (b) where practicable and agreed upon, take action to further this goal.

3.3 The Parties will develop:

- (a) an economic diversification action plan, as set out in Article 4;
- (b) an engagement framework pilot, as set out in Article 5; and
- (c) a list of significant geographic features, to be considered by the Province for renaming, as set out in Article 6.

4. Economic Diversification Action Plan

4.1 Within three months of the effective date of this Protocol Agreement, the Parties will review the following list of economic development topics in order to collaboratively identify priority economic development opportunities within the area shown in Appendix C.

- (a) Forestry;
- (b) Parks Management and Servicing;
- (c) Local infrastructure (e.g. commercial docks);
- (d) Aquaculture;

- (e) Tourism;
- (f) Renewable Energy;
- (g) Education and Training;
- (h) Language and culture; and,
- (i) Light industrial – Technology.

The Parties will complete their collaborative identification of economic development opportunities within one year of the effective date of this Protocol Agreement.

- 4.2 Within two years of the effective date of this Protocol Agreement, the Parties will develop an economic diversification action plan. The purpose of this plan is to create employment, economic opportunities and sources of revenue for the Ahousaht First Nation. The economic diversification action plan will identify specific tasks, deliverables, and timelines for implementing the economic development opportunities identified under 4.1, and will be updated annually as agreed by the Parties.
- 4.3 The Parties will consider revenue sharing opportunities in the economic diversification action plan, noting that the Province can only share revenue consistent with current or emerging policy direction.
- 4.4 Where appropriate, the Parties will attempt to collaborate with neighbouring communities and key business interests to support mutually beneficial economic development and employment opportunities.
- 4.5 In developing the economic diversification action plan, the Parties will explore potential partnerships with the Government of Canada through tripartite discussions in relation to, but not limited to, the following topics:
- (a) Delivery of Coastal Emergency Services;
 - (b) Training;
 - (c) Fisheries Management, Restoration and Development;
 - (d) Aquaculture;
 - (e) Renewable Energy;

- (f) Infrastructure Development and Management;
- (g) Biosphere Management; and
- (h) Language and Culture.

5. Engagement Framework Pilot

- 5.1 MHSS will provide documentation satisfactory to the Province that the Tla-o-qui-aht and Hesquiaht Hawiuh and elected chiefs and councils recognize the shared territorial boundaries with the Ahousaht First Nation.
- 5.2 Within three months of receiving the documentation referred to in 5.1, the Parties are committed to begin negotiation of an engagement framework pilot to guide engagement in relation to specific land and resource management decisions within the area defined in Appendix C, in order to achieve the following objectives:
 - (a) develop efficiencies within the engagement process for both Parties;
 - (b) tailor engagement requirements to meet both Parties' interests; and
 - (c) serve as an incremental step in the reconciliation process between the Ahousaht First Nation and the Province.
- 5.3 To meet the objectives in 5.2, the Parties intend the engagement framework pilot to include the following components:
 - (a) defined engagement levels ranging from notification to deep engagement in relation to different types of land and resource management decisions;
 - (b) criteria to determine the engagement levels required for the review of land and resource management applications; and
 - (c) defined processes and timelines for each engagement level.
- 5.4 Subject to 5.1, the Parties will aim to complete negotiation of the engagement framework pilot within one year of the effective date of this Protocol Agreement.

6. Name Significant Geographic Features

- 6.1 Within three months of the effective date of this Protocol Agreement, the Parties will initiate collaborative discussions to identify agreed-upon significant geographic features that may be considered by the Province to be renamed in the language of the Ahousaht people to better represent the timeless connection the Ahousaht have to their

Hahoulthee, including consideration of renaming Clayoquot Sound to Ahousaht Sound. The Parties will complete the identification of these significant geographic features within one year of the effective date of this Protocol Agreement.

6.2 Within two years of being provided with the significant geographic features identified under 6.1, or as soon as practicable, the Province will complete its consideration in relation to the renaming of those features.

6.3 Where the Province determines that it will rename some or all of the significant geographic features identified under 6.1, the Parties and Ahousaht First Nation will work together to carry out the necessary steps to change the names of those significant geographic features.

7. Government-to-Government Strategic Forum

7.1 The Parties hold differing views with regard to sovereignty, title, ownership and jurisdiction. Notwithstanding and without prejudice to these divergent viewpoints, within three months of the effective date of this Protocol Agreement, the Parties will establish a government-to-government strategic forum to collaboratively implement this Protocol Agreement.

7.2 The strategic forum will be comprised of:

- (a) Executive Level – the board of directors for the MHSS and the Minister responsible, or the Parties' most senior delegated decision makers, and
- (b) Working Group – senior, working-level representatives of Province and MHSS.

7.3 The Parties will jointly develop and implement a terms of reference for the strategic forum, to ensure that it develops:

- (a) an economic diversification action plan;
- (b) an engagement framework pilot; and
- (c) a jointly defined and agreed to list of geographic features to be considered by the Province for renaming.

7.4 MHSS will provide the Province:

- (a) an annual workplan in April of each year, beginning in 2017, which outlines the activities and timelines for MHSS to meet to achieve the objectives of this Protocol Agreement; and

- (b) an annual report in April of each year, beginning in 2018, which sets out the stages of achievement of the activities and timelines of the workplans under 7.4(a).

8. Resourcing

- 8.1 This Parties intend this Protocol Agreement to be of mutual benefit, and that the cost of implementation should be jointly funded where and when possible.
- 8.2 Despite 8.1, the Province will provide MHSS with the following amounts for the following fiscal years, with each fiscal year commencing on April 1 and concluding on March 31:
 - (a) \$50,000 to be provided upon the signing of this Protocol Agreement
 - (b) \$250,000 for fiscal year 2016/2017; and
 - (c) \$250,000 per year for each of the following fiscal years: 2017/2018; 2018/2019; 2019/2020 and 2020/2021.
- 8.3 The Province's obligation to make the payments under 8.2(c) is conditional on the Province receiving and supporting the MHSS annual workplan described in 7.4(a) in April of each fiscal year for which the payment in 8.2(c) is to be made.
- 8.4 Notwithstanding any other provision of this Protocol Agreement, the payments to be provided by the Province to the MHSS are subject to:
 - (a) This Protocol Agreement continuing in effect;
 - (b) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any provincial fiscal year or part thereof when such payment is required, to make such payment; and
 - (c) 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.

9. MHSS Representations and Warranties

- 9.1 MHSS 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 Protocol Agreement, that:

- (a) it has the legal power, right, capacity and authority to accept, execute and deliver this Protocol Agreement and to carry out its obligations under this Protocol Agreement;
- (b) 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 Protocol Agreement; and

10. Provincial Representations and Warranties

- 10.1 The Province represents and warrants to MHSS that it has the legal authority to enter into this Protocol Agreement and carry out its obligations in accordance with it.

11. Notice

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

- (a) by delivery to the address of the Party set out below, on the date of delivery; or
- (b) by pre-paid registered mail to the address of the Party mentioned in this Protocol Agreement, on the date the registered mail is delivered; or
- (c) by email, to the email address of the Party set out in this Protocol Agreement, on the date the email is sent.
- (d) The address and/or email address to initiate communication between the Parties are:

Province of British Columbia
Ministry of Aboriginal Relations and Reconciliation
Suite 142- 2080 Labieux Road
Nanaimo BC V9T 6J9
Attn: Regional Executive Director
Luigi.Sposato@gov.bc.ca

Ahousaht First Nation
General Delivery
Ahousaht BC, V0R1A0
Attn: Chief Councillor: Greg Louie
greg.louie@ahousaht.ca

Maaqtusiis Hahoulthee Stewardship Corporation
PO Box 1245
Tofino BC V0R 2Z0
Attn: Maquinna Lewis George
maquinna55@mac.com

12. Confidentiality

12.1 The Parties are committed to operating openly and transparently, and acknowledge that as a result of this Protocol 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 other Party, provide, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or termination of this Protocol Agreement, that confidential information, except insofar as publication, release or disclosure is:

- (a) necessary to enable the Party to fulfill its obligations under this Protocol Agreement;
- (b) necessary to enable the Province to fulfill its obligations regarding a decision made, or to be made, by a provincial decision-maker, including the obligation to provide an applicant with relevant information regarding a land or resource related application; or
- (c) required by law or by a court or tribunal with competent jurisdiction.

13. General

13.1 **Not a Treaty.** This Protocol Agreement does not:

- (a) constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*; or
- (b) affirm, recognize, abrogate or derogate from any Aboriginal rights, including Aboriginal title.

13.2 **No Admissions.** Nothing in this Protocol Agreement or the subsequent agreements contemplated under this Protocol Agreement:

- (a) prevents the Ahousaht First 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*;

- (b) is an admission by the Province of the validity of the claims by the Ahousaht First 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(s) recognized and affirmed by section 35(1) of the Constitution Act, 1982 of the Ahousaht First Nation;
- (c) is an acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Protocol Agreement, as part of the Province's obligation to consult and, as appropriate, accommodate; or
- (d) 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 Protocol Agreement.

- 13.3 **Relationship.** No partnership, joint venture, agency, fiduciary or employment relationship is created by this Protocol Agreement or by the actions of the Parties under this Protocol Agreement. MHSS will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm, or corporation.
- 13.4 **Indemnity.** MHSS 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 MHSS or by any servant, employee, or agent of MHSS in relation to the performance or non-performance of MHSS' obligations under this Protocol Agreement. This term will survive the expiry or termination of this Protocol Agreement.
- 13.5 **Legal Authority.** Nothing in this Protocol Agreement interferes with any legislative authority or constitutional jurisdiction, or unlawfully fetters the discretion given to any decision-making authority.
- 13.6 **Execution in Counterpart.** This Protocol Agreement may be entered into by each Party signing a separate copy of it (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.
- 13.7 **Amendment.** This Protocol Agreement may be amended, in writing, and any amendment will take effect when it has been signed by the Parties' representatives.
- 13.8 **Time.** Time is of the essence.
- 13.9 **Official Language.** The official language for interpreting this Protocol Agreement is English.

- 13.10 **Governing Law.** This Protocol Agreement shall be governed by the applicable laws of British Columbia and Canada.
- 13.11 **Entire Agreement.** This Protocol Agreement, and any amendments to it made in accordance with 13.7 constitute the entire agreement between the Parties with respect to the subject matter of the Protocol Agreement, unless otherwise agreed in writing by the Parties.
- 13.12 **Ambiguity.** There will be no presumption that any ambiguity in any of the terms of this Protocol Agreement should be interpreted in favour of either Party.
- 13.13 **Enurement.** This Protocol Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.
- 13.14 **Assignment.** Unless otherwise agreed to in writing by the Parties, this Protocol Agreement may not be assigned, either in whole or in part, by either Party.
- 13.15 **Waiver.** No term, condition, covenant or other provision of this Protocol Agreement, and no breach by one party of any term or condition of this Protocol Agreement may be waived unless such waiver is in writing and signed by the other Party.
- 13.16 **Severability.** If any part of this Protocol Agreement is void or unenforceable at law, it shall be severed from this Protocol Agreement and the rest of the Protocol Agreement shall remain in effect and fully enforceable.
- 13.17 **Appendices.** The following Appendices are attached and form part of this Protocol Agreement:
- (a) Appendix A: Ahousaht First Nation Band Council Resolution;
 - (b) Appendix B: Ahousaht First Nation Hahoulthee (territory); and
 - (c) Appendix C: Area Within the Scope of this Protocol Agreement.
- 13.18 **Termination.** This Protocol Agreement takes effect on the date first above written (the effective date).
- 13.19 MHSS may terminate this Protocol Agreement by providing 30 calendar days' written notice to the Province. The Province may terminate this Protocol Agreement by providing 30 calendar days' notice to the MHSS, and copying that written notice to the Ahousaht First Nation. In the written notice of termination, the Party terminating this Protocol Agreement will provide the reasons for termination and the date on which the termination takes effect.

- 13.20 If a Party provides notice of termination the Parties will make reasonable efforts to resolve the dispute or issue, and commit to attending one meeting to explore the possibilities of resolving the issue.
- 13.21 If a Party provides a written notice of termination, the Parties will also determine what amounts, if any, advanced by the Province to MHSS under this Protocol Agreement must be repaid by MHSS to the Province, and any obligation to repay survives the termination of this Protocol Agreement.
- 13.22 The Parties may consider revenue received by the MHSS under revenue sharing agreements or arrangements with the Province, in determining the resourcing under this Protocol Agreement or any extension of this Protocol Agreement, or for a new agreement.

THIS PROTOCOL AGREEMENT HAS BEEN EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

EXECUTED in the presence of:

As to the signature of the duly authorized Representative of the Honourable John Rustad, Minister of Aboriginal Relations and Reconciliation

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

Duly authorized representative of the Honourable John Rustad, Minister of Aboriginal Relations and Reconciliation

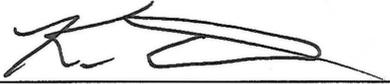
EXECUTED in the presence of:

As to the signature of Maquinna - Lewis George

ON BEHALF OF MHSS

Maquinna - Lewis George

EXECUTED in the presence of:



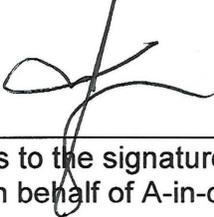
As to the signature of Tlak-kish-swi-a
John Keitlah III

ON BEHALF OF MHSS



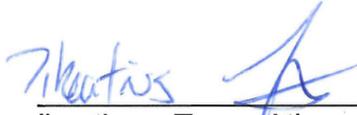
Tlak-kish-swi-a – John Keitlah III

EXECUTED in the presence of:



As to the signature of ikaatius – Tyson Atleo
on behalf of A-in-chut – Shawn Atleo

ON BEHALF OF MHSS



ikaatius – Tyson Atleo on behalf of
A-in-chut – Shawn Atleo

EXECUTED in the presence of:



As to the signature of Hanuquii -
Nate Charlie

ON BEHALF OF MHSS



Hanuquii - Nate Charlie

EXECUTED in the presence of:



As to the signature of Tootmoos - Ron.
George Sr

ON BEHALF OF MHSS



Tootmoos - Ron George Sr.

EXECUTED in the presence of:



As to the signature of Uu-kwa-qum -
James Swan

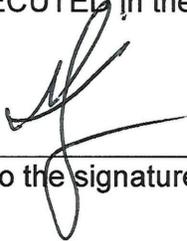
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ON BEHALF OF MHSS



Uu-kwa-qum - James Swan

EXECUTED in the presence of:



As to the signature of Greg Louie

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ON BEHALF OF MHSS and the
Ahousaht Band Council



Greg Louie

EXECUTED in the presence of:



As to the signature of Rebecca Atleo

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)

ON BEHALF OF MHSS and the
Ahousaht Education Authority



Rebecca Atleo

Appendix A: Ahousaht First Nation Band Council Resolution authorizing the Maaqutusiis Hahoulthee Stewardship Society (MHSS) to represent the Ahousaht and its members in the Protocol Agreement between the MHSS and the Province.

Ahousaht Council Resolution

The Council of Ahousaht

Place: Ahousaht

Province: British Columbia

Date: May 21, 2016

Whereas:

Maaqutusiis Hahoulthee Stewardship Society (MHSS) has been formed to exercise the role of the Ha'wiil in the stewardship and sustainable management of the Ahousaht Hahoulthee in accordance with the Ahousaht Declaration, including managing the economic development of all resources within the Hahoulthee for the benefit of the Ahousaht muschim with lisaak and the vision of Heshook-ish-Tsawalk

Therefore be it resolved:

That the Council of the Ahousaht First Nation hereby provides authority to the MHSS to represent the Nation and its members in the Protocol Agreement with the Province of British Columbia

A quorum of this council consists of 5


Chief Councillor


Councillor


Councillor


Councillor


Councillor


Councillor


Councillor



Ahousaht Administration
General Delivery
Ahousaht, BC V0R 1A0

Ahousaht Council Resolution

The Council of Ahousaht

Place: Ahousaht

Province: British Columbia

Date: May 21, 2016

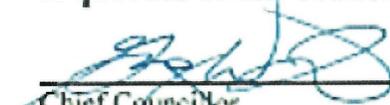
Whereas:

Maaqutusiis Hahoulthee Stewardship Society (MHSS) has been formed to exercise the role of the Ha'wiih in the stewardship and sustainable management of the Ahousaht Hahoulthee in accordance with the Ahousaht Declaration, including managing the economic development of all resources within the Hahoulthee for the benefit of the Ahousaht muschim with lisaak and the vision of Heshook-ish-Tsawalk

Therefore be it resolved:

That the Council of the Ahousaht First Nation hereby provides authority to the MHSS to represent the Nation and its members in the Protocol Agreement with the Province of British Columbia

A quorum of this council consists of 5



Chief Councillor

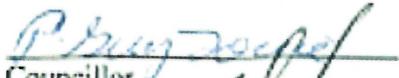


Councillor


Councillor

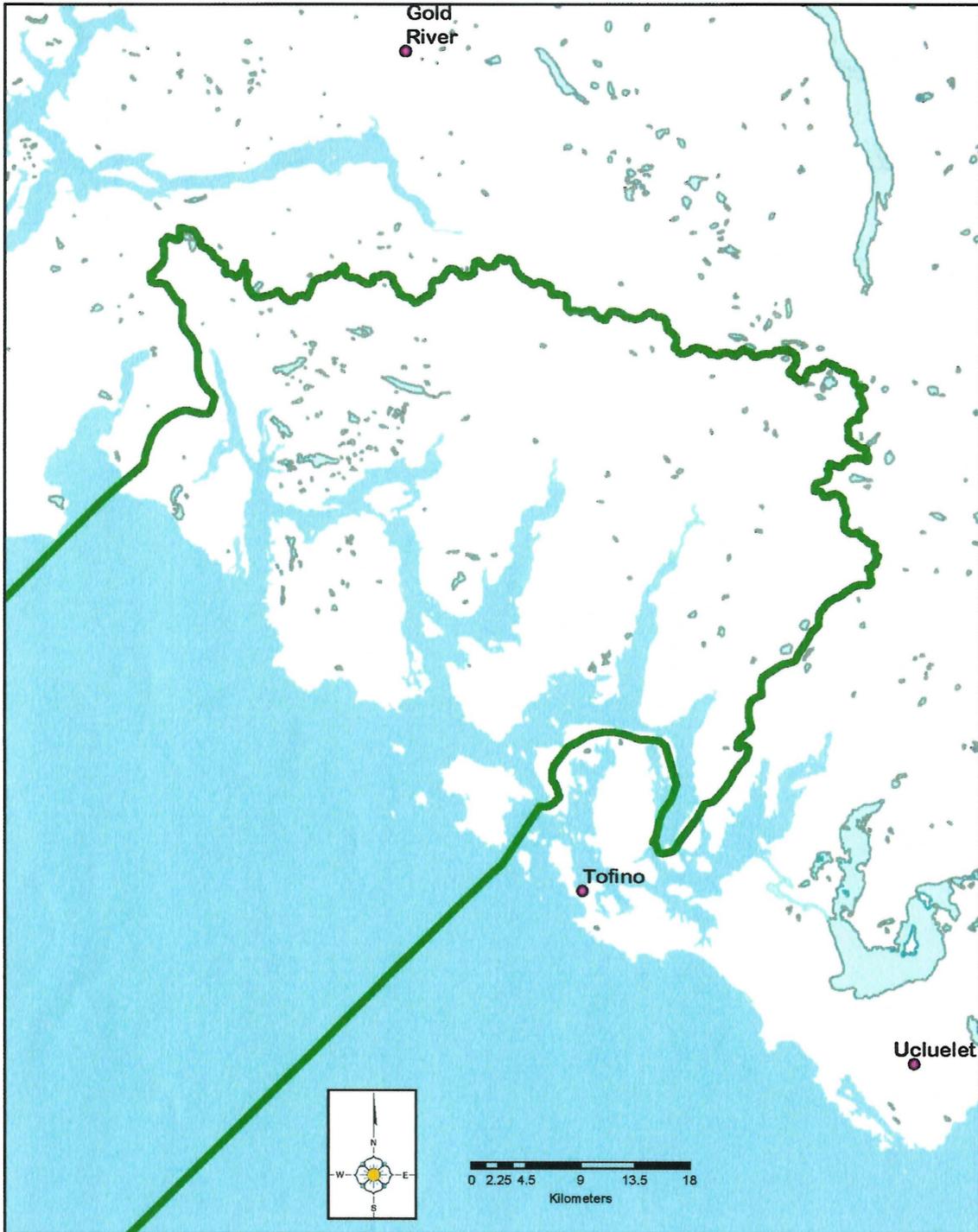

Councillor


Councillor


Councillor


Councillor

Appendix B: Ahousaht First Nation Hahoulthee¹



¹ Asserted territory of the Ahousaht First Nation

Appendix C: Area Within the Scope of this Protocol Agreement

