



Confidential draft without prejudice and subject to all required mandates and approvals

AHP-CII-UK

**An MOU to Begin a Reconciliation Journey Together
Paddling Together Going the Right Way**

Between:

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

AND

**AHOUSAHT NATION
on behalf of itself and its citizens,
as represented by its Hawiih and its Chief and Council
("Ahousaht")**

(Collectively referred to as the "Parties")

WHEREAS:

- A. The Ahousaht *Hahoulthee* Declaration (Appendix A) states unequivocally that Ahousaht has occupied, used, and governed its *hahoulthee* since time immemorial and that it has never ceded or surrendered any part of its *hahoulthee*;
- B. The Ahousaht have Aboriginal rights that are recognized and affirmed under Section 35 of the *Constitution Act, 1982* within its territory;
- C. The Ahousaht continue to have a fundamental and interconnected relationship to their *hahoulthee*, yet colonization has had a profound impact on all Ahousaht and remains an on-going source of tension and conflict between the Parties;

- D. British Columbia is committed to true, lasting reconciliation with Indigenous peoples as exemplified by the *Declaration on the Rights of Indigenous Peoples Act* and in accordance with the *United Nations Declaration on the Rights of Indigenous People* and the Constitution of Canada;
- E. The Ahousaht are seeking a way forward that recognizes Ahousaht's culture, history, title and rights outside of the British Columbia Treaty Commission process. British Columbia recognizes that reconciliation can be achieved in different ways and it is prepared to explore and enter into innovative and flexible arrangements, as agreed to by the Parties, that align with the aspirations, needs, and circumstances of the Crown-Indigenous relationship;
- F. The process, or *Ahp-cii-uk*, outlined in this MOU, must recognize the Ahousaht Way;
- G. This *Ahp-cii-uk* MOU is an important beginning to a new relationship between the Parties that is based on respect, cooperation, partnership and a recognition of their respective rights;
- H. The Parties will work together and help one another, or *huupitstalth*, in the spirit of collaboration and respect to develop a vision of reconciliation that is beneficial to Ahousaht *musčim* and all British Columbians.

NOW THEREFORE the Parties agree as follows:

PART 1 - DEFINITIONS

"Ahp-cii-uk" means going the right way together;

"Ahousaht Way" means a particular world view and way of doing things that encompasses Ahousaht's culture, history, social relations, and governance;

"č'apac" means canoe;

"Cheemeeth" means to speak honestly and to put it all on the table;

"Co-operative Federalism" means recognition, cooperation, and coordination of jurisdictions and laws between Indigenous, provincial, and federal governments within the Canadian constitutional framework;

"Elected Council" means the *Indian Act* leadership of Ahousaht;

"Huupitstalth" means to help one another;

“**Hahoulthee**” means the lands, waters, resources and people governed under Ahousaht traditional law in the traditional territories of the Ahousaht as generally identified by Ahousaht in the map attached as Appendix B, and recognizing that Ahousaht people live in and outside of the traditional territories;

“**Hawiih**” means the hereditary leadership of Ahousaht;

“**Hawith patak hawiih**” means the governing of Ahousaht Chiefs;

“**MOU**” means memorandum of understanding;

“**Musčim**” means the Ahousaht people;

“**Tyee Hawith**” means the head hereditary chief of Ahousaht.

PART 2 – PURPOSE

2.1 The purpose of this MOU is to express the commitment of the Parties to embark on a reconciliation *Ahp-cii-uk* journey together and to construct a canoe, or *č’apac*, to carry the Parties forward as they engage in the work of reconciliation.

PART 3 - SHARED VISION

3.1 The Parties share a vision of the future where:

- a. Ahousaht *musčim* share in the wealth and opportunities afforded to all British Columbians;
- b. Ahousaht fulfills its rightful place in its own *hahoulthee*; and
- c. reconciliation has created a new relationship based on recognition, respect and collaboration that benefits Ahousaht and all British Columbians.

PART 4 – SHARED VALUES FOR RECONCILIATION DISCUSSIONS

4.1 The Parties agree that shared values can support the journey of reconciliation. The Parties agree to learn about, reflect upon, and exercise the following values as they move forward together:

- a. *lisaakstalth* – respect one another;
- b. *Hahuupstalth* – teach one another;
- c. *Ya?akstalth* – care for one another;
- d. *Huupiitstalth* – help one another; and
- e. *Heshook-ish Tsawalk* – everything is one, everything is interconnected.

PART 5 – SHARED OBJECTIVES FOR RECONCILIATION DISCUSSIONS

- 5.1 The Parties agree that the shared objectives for reconciliation discussions include the following:
- a. developing incremental agreements that advance reconciliation and reflect the Ahousaht Way;
 - b. detailing the practical steps to implement the exercising of Ahousaht title and rights;
 - c. exploring the concept of co-operative federalism as a legal framework for the exercise of governance and jurisdiction within the *hahoulthee*;
 - d. exploring Ahousaht governance as a framework for the exercise of governance and jurisdiction within the *hahoulthee*;
 - e. closing the socio-economic gaps between Ahousaht members and other Canadians;
 - f. strengthening the dynamic Ahousaht culture and healthy Ahousaht community, including collaborative, innovative and progressive approaches to design, improve and implement adequate, appropriate community wellbeing services and opportunities;
 - g. strengthening Ahousaht governance arrangements and practices that will lead to an Ahousaht constitution supported by Ahousaht *musčim*;
 - h. creating opportunities to expand the exercise of Ahousaht jurisdiction and revenues for Ahousaht government;
 - i. establishing and maintaining open lines of government-to-government communication to address emerging issues and interests in a respectful and open-minded manner;
 - j. building on the results and relationships developed in implementing other relevant agreements; and
 - k. identifying clear, measurable and time-bound milestones and targets for each of the identified priority areas listed in Part 8 – Priorities for Discussions.
- 5.2 The Parties agree that the objectives for reconciliation could, by mutual agreement, change as the Parties *cheemeeth*, and that these changes will be reflected in future agreements.

PART 6 – STRUCTURE OF DISCUSSIONS

- 6.1 The Parties agree to establish an annual work plan, which includes a meeting schedule to discuss matters at a government-to-government level that will advance reconciliation.
- 6.2 Ahousaht has established an Ahousaht Joint Committee (AJC) and Technical Team (TT) for the advancement of reconciliation with a mandate to represent them in reconciliation discussions with British Columbia.

- 6.3 British Columbia has appointed a lead representative from the Ministry of Indigenous Relations and Reconciliation with a mandate to work with other provincial agencies to represent the Province in reconciliation discussions with Ahousaht.
- 6.4 There may be opportunities to assign sub-committees to discuss and explore topic areas as defined in Part 8.
- 6.5 Any agreements on reconciliation subsequent to this MOU will require approval through internal processes of the respective Parties.

PART 7 – SCOPE AND PHASES OF RECONCILIATION DISCUSSIONS

Phases of Reconciliation

- 7.1 The Parties agree that there are many opportunities for realizing the shared vision of reconciliation. As such, it is fully anticipated that there will be multiple phases of reconciliation.
- 7.2 Each phase will mark the substantial progress of the Parties towards a new relationship. Each phase will be confirmed by an agreement in writing that will require approval through the internal processes of the respective Parties.
- 7.3 This *Ahp-cii-uk* MOU is the very first step of the reconciliation journey and outlines the process for building a *č'apac* to carry the Parties forward as they engage in the work of *huupiitstalth*. It represents the commitment of the Parties to explore their shared interests in each of the identified priority areas listed in Part 8 – Priorities for Discussions.

Geographic scope

- 7.4 This MOU applies to the geographic area as shown in Appendix C.
- 7.5 For greater clarity, reconciliation may be phased within the area shown in Appendix C.

PART 8 - PRIORITIES FOR DISCUSSIONS

- 8.1 Ahousaht are an ocean going and coastal people - a canoe people. Ahousaht language reflects this fact as there are many words for canoes: canoes for travelling; canoes for whaling; canoes for harvesting; and canoes for war. As canoes are a part of Ahousaht identity, Ahousaht often use the metaphor of travelling or paddling in a canoe for describing collaborative process.

- 8.2 Travelling in a canoe requires strength, coordination, vision, and perseverance. It requires the travelers to be organized and make decisions for their collective best interests. Colonization, however, has challenged Indigenous peoples' ability to autonomously navigate towards the future they want as a people and nations. Reconciliation is an opportunity to build a strong canoe, or *č'apac*, and chart a new course for the Ahousaht Nation.
- 8.3 Ahousaht has identified six priority areas to advance reconciliation. Each priority is represented as a paddle that can propel the *č'apac* forward. The Parties agree to begin discussions in each of these six priority areas.
- 8.4 Ahousaht interests in the priority areas are described below. British Columbia will bring forward relevant interests for these priority areas in future discussions with Ahousaht.

Paddle #1 – Language & Culture

The objective of this paddle is to revitalize the Ahousaht language and strengthen Ahousaht cultural practices. Language and culture are foundations of Ahousaht identity and governance. The Ahousaht dream is a future of language fluency and a vibrant, celebrated culture inclusive of all Ahousaht *musčim*.

Paddle #2 - Community Infrastructure & Housing

The objective of this paddle is to meet basic community requirements for community infrastructure and housing. Ahousaht *musčim* deserve access to safe and affordable housing options and community facilities throughout Ahousaht *hahoulthee* that serve as places to offer programs and services similar to those available to all British Columbians.

Paddle #3 – Health & Social Development

The objective of this paddle is to ensure that Ahousaht *musčim* have access to appropriate resources for health and social programs to support their potential to live healthy, full and meaningful lives while contributing to the wellbeing of their families, the community, the *hahoulthee*, the country and the province.

Paddle #4 - Natural Resource Management

The objective of this paddle is to ensure that natural resource management practices in the *hahoulthee* are consistent with Ahousaht values. The Ahousaht will seek opportunities to advance the implementation of the Ahousaht Land Use Vision to achieve quadruple-bottom-line (social, environmental, economic and cultural) outcomes in natural resources management with a focus on sustainability, healthy ecosystems,

addressing climate change, and creating economic opportunity for the Ahousaht *musčim*.

Paddle #5 - Economic Development

The objective of this paddle is to develop diverse economic opportunities for all Ahousaht *musčim* to close the socio-economic gap with British Columbians by building individual and community capacity to create wealth through economic participation and secure a sustainable economic future for Ahousaht and British Columbians.

Paddle #6 – Governance, Recognition & Accountability

The objective of this paddle is to develop a practical pathway to title and rights, jurisdiction and accountability which lead to the self-determination of the Ahousaht Nation by upholding Ahousaht governance and law. This includes developing an Ahousaht constitution that reflects Ahousaht law, articulates Ahousaht self-government, autonomy and a strengthened relationship with the Crown. The Parties will also discuss past grievances and attempt to find agreeable mechanisms to help resolve grievances and explore appropriate remedies.

- 8.5 The Paddles together drive the *č'apac* along the journey of reconciliation. The Parties will seek ways to invest meaningfully in these priorities as an expression of their commitment to the journey and process.
- 8.6 The Parties agree that other priorities or Paddles may be added to the *č'apac* by mutual agreement.

PART 9 – RESOURCING FOR RECONCILIATION DISCUSSIONS

- 9.1 British Columbia acknowledges that Ahousaht will require financial support to participate in discussions under the terms of this MOU.
- 9.2 British Columbia agrees to seek funding to support Ahousaht subject to this MOU remaining in effect. In addition to the annual workplan described in section 6.1, the Parties agree to outline funding needed to support this MOU which will include the contributions of each Party. The Parties agree to develop a budget to implement the MOU.
- 9.3 Notwithstanding any other provisions of this MOU, payment by British Columbia to the Ahousaht is subject to:
- a. sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia, in any fiscal year when any payment

- of money by British Columbia to the Ahousaht falls due pursuant to this MOU, to make that payment; and
- b. Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation.

PART 10 – WORKING WITH CANADA

- 10.1 As outlined by this *Ahp-cii-uk* MOU, the Parties are committed to engaging in the work of reconciliation.
- 10.2 In some instances, the Parties recognize the necessity and benefit of engaging Canada in the discussions.
- 10.3 Involvement of Canada in discussions will be on a case-by-case basis until such time as a tripartite agreement is reached between the Parties and Canada. At a minimum the Parties will invite Canada to a tripartite meeting at least annually.

PART 11 – GENERAL PROVISIONS

Not a Treaty

- 11.1 This MOU 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*.
- 11.2 Further legal processes may be required to determine the nature, scope, content, and geographic extent of Ahousaht's Aboriginal rights, including title in the Ahousaht *hahoulthee*.

Consultation

- 11.3 The Parties agree that British Columbia has a constitutional obligation to consult with other First Nations if the rights of those First Nations might be adversely affected by one or more Ahousaht reconciliation agreements negotiated pursuant to this MOU.

Non Derogation

- 11.4 Nothing in this MOU will be construed as establishing, defining, limiting, denying, abrogating or derogating the rights of the Parties.

No Admissions

- 11.5 Nothing in this MOU will be construed as an admission of the validity of, or any fact or liability in relation to, any claims by either Party or in any way limits the position the

Parties may take in any proceeding or in any discussion or negotiation between the Parties.

Further Approvals

11.6 The Parties acknowledge that further decisions, mandates, policies, and approvals are required to implement this MOU and is subject to each Party making required policy decisions and obtaining all required mandates and approvals including, in the case of British Columbia, any required Cabinet and Treasury Board approvals.

Interpretation

11.7 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.

Term and Termination

11.8 Either Party may terminate this MOU 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.

11.9 If a Party sets out a reason for the termination, the Parties will make reasonable efforts to resolve the dispute or issue including attending one meeting between the *Tyee Hawith*, the Chief Councillor, and the Minister of Indigenous Relations and Reconciliation to explore the possibilities of resolving the dispute or issue.

Confidentiality

11.10 The Parties are committed to operating openly and transparently, and acknowledge that as a result of this MOU, they may exchange confidential information, the confidentiality of which will be as determined by the Parties.

11.11 The Parties acknowledge that any reconciliation agreements concluded pursuant to this MOU and including this MOU will be made available to the public.

Execution in Counterparts

11.12 This MOU may be signed in counterparts and by electronic transmission, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.

Appendices

- 11.13 Appendices. The following appendices are attached and form part of this MOU:
- a. Appendix A: Ahousaht *Hahoulthee* Declaration
 - b. Appendix B: The Ahousaht *Hahoulthee*
 - c. Appendix C: The Area That This MOU Applies To

THIS MEMORANDUM OF UNDERSTANDING has been signed as of _____ day of 2021.

AHOUSAHT

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



Hasheukumis, Tyee Hawiuh
for and on behalf of the
Ahousaht

Honourable Murray Rankin, Minister
of Indigenous Relations and
Reconciliation



Greg Louie, Chief Councillor
for and on behalf of the
Ahousaht

Appendix A: Ahousaht *Hahoulthee* Declaration

Ahousaht *Hahoulthee* Declaration

We, the H̄aw'it (confederate Chiefs) of Ahousaht, on behalf of the Ahousaht Musčim (people) declare sovereignty over our *Hahoulthee* (traditional territorial lands, waters and resources).

Our sovereignty is based on our continuous occupancy, usage and management of our Haḥuuḥii.

K''waaḡuuć (the Creator) has granted us the responsibility to exercise sovereign control over our Haḥuuḥii.

Our rights to this responsibility granted by K''waaḡuuć have never been extinguished nor ceded.

The fundamental guiding principles of our sovereignty are *lisḡakstaḗ* (respecting one another), *Haaḥuupstaḗ* (teaching one another), *Yaḡakstaḗ* (caring for one another), and *Huupii'aḗ* (helping one another).

These fundamental guiding principles provide a framework by which we manage relationships with other Nations, Governments, life forms and the living environment.

Sovereignty for us as Nuu-chah-nulth means fulfilling the responsibility of managing our Haḥuuḥii with *lisḡak* (a sacred respect) for an infinite diversity of beings and relationships following the vision of Heshook-ish Tsawalk (that everything is one).

This declaration, following traditional and ancestral law, provides the Ahousaht Hawiih with incontestable and indisputable sovereign control over all activities within and with relation to Ahousaht Haḥuuḥii as has been granted by K''waaḡuuć.

Ahousaht

Signed by representatives of the following houses in 2012

ḗaaqišpiit	ḗaaphiyačist	Sučpii-it
Keltsmaht	Maatnosaht	Uuinmitisaht
Quatsweaht	Ó'neet	Matsquiaht

Appendix B: The Ahousaht *Hahoulthee*



Appendix C: The Area That This MOU Applies To

