

GAAYHLLXID • GÍIHLA GALGANG
“RISING TIDE”

Haida Title Lands Agreement



HAIDA NATION





GAAYHLLXID • GÍIHLAǴALǴANG “RISING TIDE”

Haida Title Lands Agreement

This Agreement is dated April 14th, 2024.

BETWEEN:

THE HAIDA NATION, as represented by the President of the Haida Nation on behalf of the Council of the Haida Nation (“**Haida Nation**”)

AND:

HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA, as represented by the Premier of British Columbia and the Minister of Indigenous Relations and Reconciliation (“**British Columbia**”)

(each a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. The Haida Nation is made up of the Indigenous people of Haida Gwaii who belong to and have relied upon its lands and waters since time immemorial;
- B. The interconnectedness (Gina ‘waadluxan gud ad kwaagid/Gin ‘wáadluwaan gud ahl K’wáagiidang) and indivisible relationship of the original people and place has given rise to Haida culture;
- C. The foundation of Haida law is respect (Yahguudang/Yahgudáng), confirmed through ceremonies, agreements, and relationships between people, the land and waters and all beings, establishing the collective responsibility (‘Laa guu ga KanhlIns/Gin ‘lÁa hl ísdaa.uu) to maintain balance (Giid tlljuus/Gin ‘wáadluwaan dámaan t’ Kínggang), reciprocity (Isda ad dii gii isda/Ísda isgyaan díi ga ísdii), and peaceful and sustained coexistence with Haida Gwaii;
- D. The Haida Nation has the inherent right and responsibility to caretake Haida Gwaii and the realms of interconnected existence that are reflected in Haida culture;
- E. In accordance with Haida law, way of life, and traditions of responsible action, the Haida Nation has cared for and protected Haida Gwaii through the hereditary clan system and the *Constitution of the Haida Nation*;

- F. Colonial occupation and the dispute over title has led to conflict, discord, and instability, including court cases such as the *Haida Nation v. Minister of Forests* (2004) and the current Haida Title Case;
- G. The Haida Nation has provided extensive evidence in relation to the test to prove Haida Aboriginal title on terrestrial Haida Gwaii and has no overlap with the interests of other Indigenous Nations;
- H. The courts have repeatedly urged the Parties to resolve title disputes through negotiation and reconciliation;
- I. The Parties have an established history of reconciliation, including involvement in Gwaii Haanas, and completion of the *Kunst'aa Guu – Kunst'aayah Reconciliation Protocol*, the *GayGahlda • Kwah.hlahl.dáyaa "Changing Tide" Framework for Reconciliation and the Nang K'uula • Nang K'uulaas Recognition Agreement*, and British Columbia has enacted the *Haida Gwaii Reconciliation Act* and the *Haida Nation Recognition Act*;
- J. British Columbia is duty bound to uphold the honour of the Crown and its constitutional obligations and is committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples through the *Declaration on the Rights of Indigenous Peoples Act*; and
- K. The Parties agree to advance reconciliation in good faith based on the principles of recognition of Haida Aboriginal title, co-existence and collaboration that offers hope and opportunity for mutual respect, reparations, healing, renewal and restoration of the lands;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

- 1.1. The Parties enter into this *Gaayhllxid • Gíihlagalgang "Rising Tide" Haida Title Lands Agreement* to:
 - a. recognize and affirm Haida Aboriginal title to Haida Gwaii; and
 - b. set out an orderly process for reconciliation of jurisdictions and laws on Haida Gwaii.
- 1.2. For greater certainty, nothing in this Agreement derogates from:
 - a. Fee Simple Interests on Haida Gwaii;
 - b. Local Governments and Village Councils; and
 - c. the delivery of public services on Haida Gwaii.

2. RECOGNITION OF TITLE

- 2.1. British Columbia recognizes and affirms the Haida Nation has Aboriginal title to Haida Gwaii protected under section 35 of the *Constitution Act, 1982*.

3. RECONCILIATION OF JURISDICTIONS AND LAWS

- 3.1. The Haida Nation exercises its jurisdiction on Haida Gwaii in accordance with inherent Haida Title and laws.
- 3.2. British Columbia exercises its jurisdiction on Haida Gwaii in accordance with Provincial law.
- 3.3. The exercise of Haida Nation and British Columbia jurisdictions will be reconciled through the Transition Process described in Appendix A.

4. SPECIFIC JURISDICTIONAL MATTERS

Protected Areas

- 4.1. The Parties will reconcile their respective jurisdictions in relation to Protected Areas to be consistent with Haida Aboriginal title through the Transition Process.
- 4.2. Protected Areas will be managed primarily for their natural function, culture and appreciation.
- 4.3. Existing management plans for Protected Areas will continue until their expiry, renewal or replacement.

Fee Simple Interests

- 4.4. The Haida Nation consents to and will honour Fee Simple Interests, including those held by Haida citizens.
- 4.5. The Haida Nation consents to Fee Simple Interests on Haida Gwaii continuing under British Columbia jurisdiction.
- 4.6. For greater certainty, this Agreement and the recognition of Haida Aboriginal title do not alter or derogate from those Fee Simple Interests or any rights or interests associated with them.
- 4.7. British Columbia will transfer to the Council of the Haida Nation any Fee Simple Interest on Haida Gwaii that finally escheats to British Columbia.
- 4.8. Acquisition of Fee Simple Interests by the Council of the Haida Nation will only be done on a willing seller-willing buyer basis, by gift or will, or following a final escheat.
- 4.9. Any person, including Haida citizens, may, with the approval of the Haida Nation, transfer any Fee Simple Interest to the Council of the Haida Nation.
- 4.10. The Haida Nation may choose to Deregister any Fee Simple Lands on Haida Gwaii that are held by the Council of the Haida Nation.

Other Existing Interests

- 4.11. During the Transition Process the Parties agree that:
 - a. Other Existing Interests on Haida Gwaii remain in accordance with their terms and under Provincial laws while the Haida Nation and British Columbia reconcile their jurisdictions and laws;
 - b. the Haida Nation may choose to discontinue Other Existing Interests held by the Council of the Haida Nation in accordance with the reconciliation of Haida law and Provincial law; and
 - c. decisions related to Other Existing Interests on Haida Gwaii will be made in accordance with Haida Aboriginal title under section 35 of the *Constitution Act, 1982*.

Local Governments

- 4.12. Existing Local Governments will continue to exercise jurisdiction under Provincial laws.
- 4.13. The Parties will work with Local Governments to review Local Government boundaries during the Transition Process and will identify options and approaches consistent with the recognition of Haida Aboriginal title.
- 4.14. Nothing in this Agreement precludes a Local Government and the Haida Nation from entering into agreements on matters of mutual interest.

Public Infrastructure and Services

- 4.15. Nothing in this Agreement affects the ongoing provision of public services by British Columbia and Local Governments, including health, education, transportation and fire and emergency services, with respect to Haida Gwaii.
- 4.16. For greater certainty, nothing in this Agreement derogates from British Columbia's interests in provincial public highways in accordance with section 57 of the *Transportation Act*.
- 4.17. The Parties will cooperate in matters of public safety.
- 4.18. Where Fee Simple Interests or Other Existing Interests on Haida Gwaii held by British Columbia are no longer needed by British Columbia for public infrastructure, the provision of public services, or other public purposes, the Parties will negotiate the return of those Fee Simple Interests or Other Existing Interests to the Haida Nation.

Decision-Making

- 4.19. Land and resource management decisions on Haida Gwaii under provincial jurisdiction will be made consistent with Haida Aboriginal title.
- 4.20. During the Transition Process, the Parties will use the decision-making processes derived from the *Kunst'aa guu - Kunst'aayah Reconciliation Protocol* and the *Haida Gwaii Reconciliation Act* as amended to align with Haida Aboriginal title.

5. DISPUTE AVOIDANCE AND RESOLUTION

- 5.1. The Parties are committed to working in a collaborative, respectful, timely and transparent way to resolve issues that may arise in the course of implementing this Agreement.
- 5.2. The Parties will seek to resolve a disagreement through an agreed upon dispute resolution mechanism that may include mediation, arbitration, Haida tribunal or another mechanism established under Haida law.
- 5.3. Each Party shall pay its own costs and cover an equal portion of any common costs.

6. FURTHER NEGOTIATIONS

- 6.1. The Parties will negotiate and seek to reach agreements on matters relevant to this Agreement, including:
 - a. freshwater on Haida Gwaii;
 - b. fiscal arrangements;
 - c. provincial taxation matters; and
 - d. such other matters as may be agreed to by the Parties.

6.2. This Agreement is not intended to delay the commencement of the Haida Title Case for issues that have not been resolved through negotiation.

7. CANADA

7.1. The Parties recognize Canada has a role and responsibility with respect to income tax, marine matters, including the water column and navigation, governance resourcing, redress and compensation, and other matters of federal jurisdiction and the Parties will work collaboratively to reach agreement with Canada in the negotiations contemplated under this Agreement.

7.2. This Agreement does not address or derogate from Canada's interests on Haida Gwaii, including in marine areas, Gwaii Haanas, lands used for national defence purposes, or federal public infrastructure.

8. GENERAL PROVISIONS

8.1. The Parties will take steps to reflect this Agreement in the Haida Title Case.

8.2. This Agreement is binding on the Parties on the Effective Date.

8.3. The Parties will work together to uphold this Agreement.

8.4. Nothing in this Agreement changes the existing relationships and legal arrangements between Canada or British Columbia and Village Councils or their band members.

8.5. British Columbia will take the necessary steps to bring this Agreement and any Schedules into effect, including recommending legislation to the Legislature of British Columbia.

8.6. The Council of the Haida Nation will take the necessary steps to bring this Agreement and any Schedules into effect, including recommending Haida laws to the House of Assembly.

8.7. All land on Haida Gwaii is vested in the Haida Nation in Aboriginal title, consistent with the rights and interests in Fee Simple Lands and Other Existing Interests described in this Agreement.

8.8. This Agreement is not a treaty but is part of a reconciliation process.

Representations and Warranties

8.9. The Haida Nation represents and warrants, with the intent and understanding that it will be relied on by British Columbia in entering into this Agreement, that it has the authority and necessary approvals to enter into this Agreement and that this Agreement is a valid and binding obligation of the Haida Nation on the Effective Date.

8.10. British Columbia represents and warrants, with the intent and understanding that it will be relied on by the Haida Nation in entering into this Agreement, that it has the authority and necessary approvals to enter into this Agreement and that this Agreement is a valid and binding obligation of British Columbia on the Effective Date.

Interpretation

8.11. There will be no presumption that any ambiguity in any of the provisions of this Agreement should be interpreted in favour of any Party.

8.12. All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.

- 8.13. In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.
- 8.14. The use of the word “including” means “including, but not limited to”, and “includes” means “includes, but not limited to”.
- 8.15. In this Agreement, a reference to a statute includes all regulations made under that statute and any amendments or replacements.
- 8.16. The Parties may enter into future agreements and arrangements with respect to the matters set out in this Agreement.

9. DEFINITIONS

9.1. In this Agreement:

“Aboriginal title” has the meaning given to that term in the common law;

“Agreement” means this *Gaayhllxid • Gíihlagalgang “Rising Tide” Haida Title Lands Agreement*, including appendices and any Schedules;

“Deregister” means the process agreed to by the Parties to deregister Fee Simple Lands from the Land Title Office that includes the removal of any interests or charges held by any person or entity other than the Council of the Haida Nation;

“Effective Date” means the date agreed upon by the Parties;

“Fee Simple Lands” means all fee simple estates in land held by indefeasible title, as defined in the *Land Title Act*, or other means;

“Fee Simple Interests” means all Fee Simple Lands and all rights, titles, estates, interests and charges and includes everything contained in the original grant or disposition from British Columbia or any statutory provision, all in respect of any Fee Simple Lands;

“Haida Gwaii” means the terrestrial areas, including above and below the surface and submerged lands identified on the map attached as Appendix B and for greater certainty does not include the water column;

“Haida Title” is the collective inherent right and responsibility of the Haida Nation to maintain, caretake, protect, restore and renew Haida Gwaii and the realms of interconnected existence that are reflected in Haida culture, the hereditary clan system, and the *Constitution of the Haida Nation*. Haida Title includes ownership of and a right of jurisdiction over Haida Gwaii, and encompasses Aboriginal title protected under Section 35(1) of the *Constitution Act, 1982*;

“Haida Title Case” means Action No. L020662, filed in the Vancouver Registry of the Supreme Court of British Columbia;

“Highway” means any provincial public highway, public road, or provincial public undertaking as defined by the *Transportation Act* and includes ferry terminal properties as defined by the *Coastal Ferry Act*, and any lands or tenures held by the Ministry of Transportation and Infrastructure or the BC Transportation Financing Authority;

“Local Government” means the Village of Masset, the Village of Daajing Giids, the Village of Port Clements, and the North Coast Regional District;

“Other Existing Interest” means any interest, right or designation with respect to land, water, air, or subsurface resources on Haida Gwaii other than Fee Simple Interests, that was created by British Columbia and is in existence on the Effective Date, including any tenure, permit, license or lease, road dedication, and interests or rights related to public infrastructure such as Highways, hospitals, and schools that are held by British Columbia or a government reporting entity;

“Protected Areas” means those lands on Haida Gwaii designated under Haida and Provincial law as Haida heritage sites, parks, conservancies, or ecological reserves, that are shown in green and labelled Protected Areas on the map attached as Appendix C;

“Provincial law” includes provincial statutes, regulations, ordinances, orders in council and the common law;

“Reconciliation” is translated as Gud ad T’alang HIGang.gulxa TII Yahda/TII yá’adee Gii gud ahl t’álang hIGángulaang (*People Working Together to Make it Right*);

“Schedules” means jurisdictional arrangements, including for Protected Areas and forestry, that are agreed to by the Parties and form part of this Agreement;


“Transition Process” means the process during the period following the Effective Date under which the Parties will work together in an incremental and orderly way to reconcile jurisdictions consistent with Haida Aboriginal title as described in Appendix A; and

“Village Councils” means Old Massett Village Council and Skidegate Band Council.

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10. SIGNATURES

10.1. This Agreement may be signed in counterpart.




GAAGWIIS JASON ALSOP
President of the Haida Nation

April 14, 2024
Date



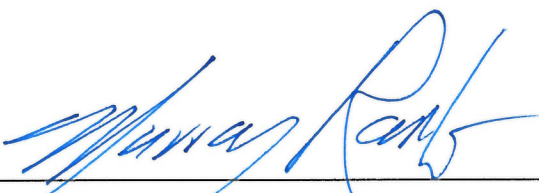
STEPHEN GROSSE
Vice-President of the Haida Nation

APRIL 14/24
Date



THE HONOURABLE DAVID EBY
Premier of British Columbia

Ap 14/24
Date



THE HONOURABLE MURRAY RANKIN
Minister of Indigenous Relations and Reconciliation

April 14, 2024
Date

WITNESSES

Bank of America 3/7/24

Gidansda

~~Seablaay~~

11LDH1N114

Fidansuu

~~Luphujanao~~

~~WIKI... SKID...OTE~~

Nany Jingwas

~~[Signature]~~

Diana [Signature]

Louisa Samuel

Samara Dui

Shannon [Signature]

Gidansda [Signature]

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Nath [Signature]

Layla [Signature]

Jennifer Rice

A. Montfield

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Lisa [Signature]

Randy Preece

Alex [Signature]

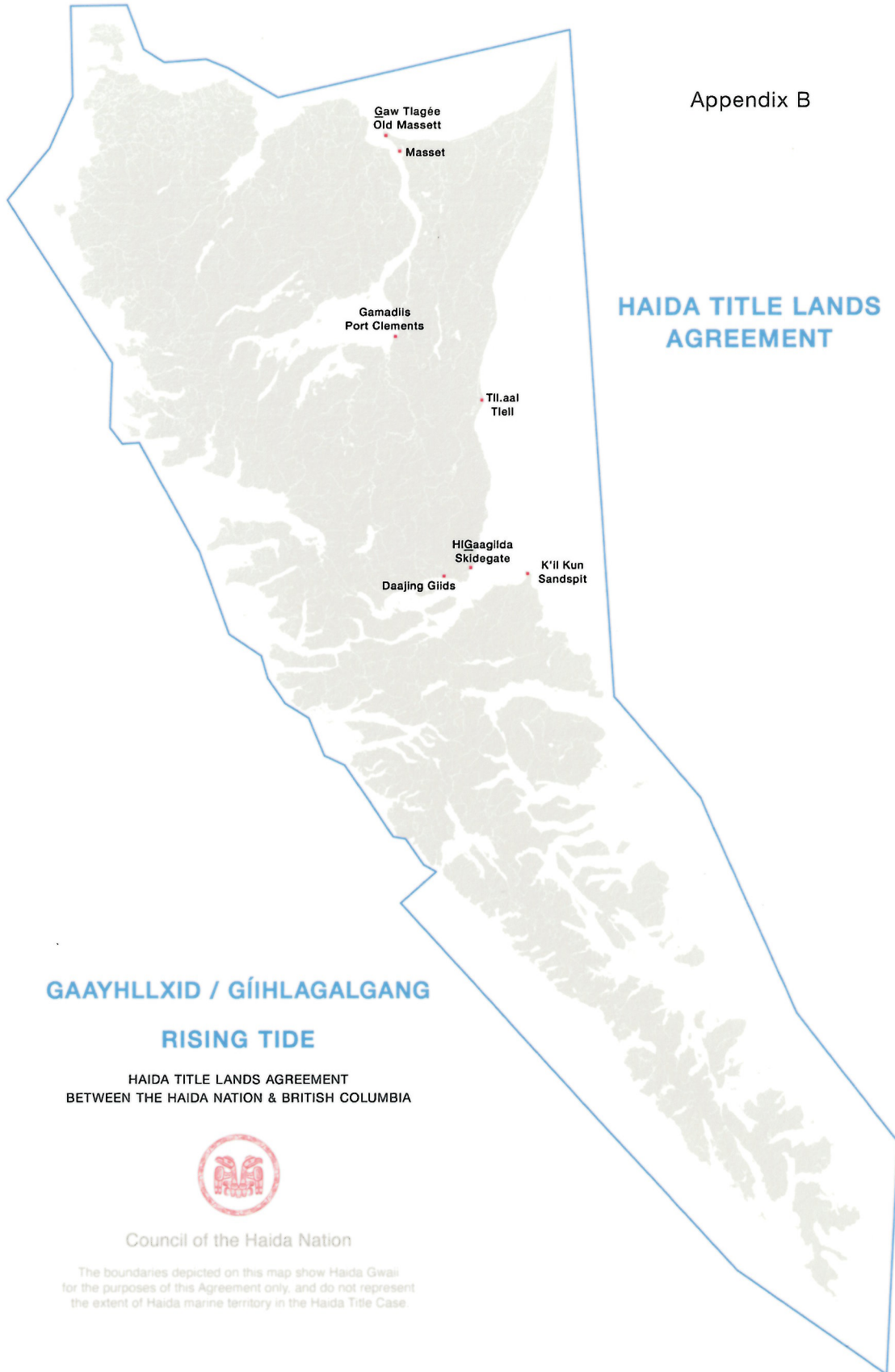
April 14, 2024

Date

APPENDIX A – TRANSITION PROCESS

1. The Parties will undertake an incremental Transition Process, estimated to take two years, which may be extended or abbreviated with respect to particular subject matters as agreed to by the Parties, to enable the reconciliation of Haida Nation and British Columbia jurisdictions and laws consistent with Haida Aboriginal title.
2. The initial focus of the Transition Process will be on land and resource decision-making on Haida Gwaii and the Parties will begin by addressing Protected Areas, fishing lodges and forestry.
3. Either Party may provide a written notice of its readiness to negotiate a particular subject matter for inclusion as a Schedule to this Agreement.
4. The Parties will seek to reach agreement on a Schedule within twelve (12) months of the notice provided under section 3 of this Appendix that addresses the relationship of British Columbia and Haida law, fiscal arrangements, and other matters related to the transition in jurisdiction.
5. When the Parties reach agreement on a Schedule:
 - a. British Columbia will recommend amendments to legislation to implement the jurisdictional arrangements incorporated into the Agreement as Schedules; and
 - b. the Haida Nation will codify, amend or develop Haida laws to implement the jurisdictional arrangements agreed to and incorporated into the Agreement as Schedules.
6. The Parties may agree to change the twelve (12) month time period to reach agreement on a Schedule.
7. Where the Parties are unable to reach agreement on a Schedule, they will enter into a two (2) month dispute resolution process agreed to by the Parties. The process may include a tribunal, mediation, arbitration, or another mechanism established under Haida law.
8. The resolution reached under the agreed upon dispute resolution process will be considered final and the Parties will take steps to amend this Agreement and recommend changes to existing British Columbia legislation and Haida laws as required to implement the resolution.
9. For greater certainty, the resolution of a Schedule may not:
 - a. fetter the discretion of the Haida Nation House of Assembly or Legislature of British Columbia; or
 - b. infringe on the constitutionally protected rights of the Haida Nation.

APPENDIX B



Appendix B

HAIDA TITLE LANDS AGREEMENT

GAAYHLLXID / GÍHLAGALGANG

RISING TIDE

HAIDA TITLE LANDS AGREEMENT
BETWEEN THE HAIDA NATION & BRITISH COLUMBIA

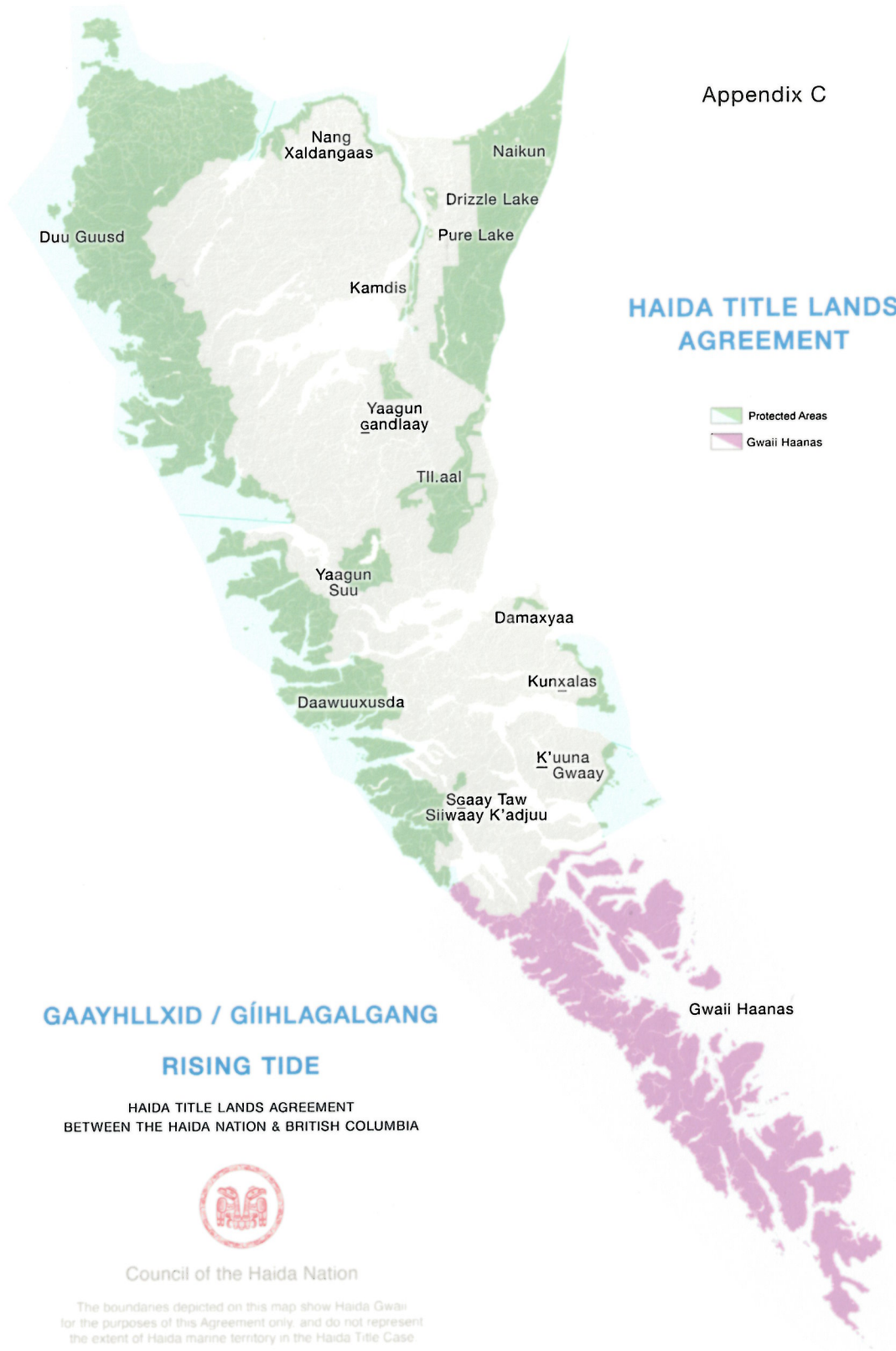


Council of the Haida Nation

The boundaries depicted on this map show Haida Gwaii for the purposes of this Agreement only, and do not represent the extent of Haida marine territory in the Haida Title Case.

APPENDIX C

Appendix C



GAAYHLLXID / GÍHLAGALGANG

RISING TIDE

HAIDA TITLE LANDS AGREEMENT
BETWEEN THE HAIDA NATION & BRITISH COLUMBIA



Council of the Haida Nation

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