

Memorandum of Understanding (the “Agreement”)

BETWEEN:

Splatsin, formerly known as the Spallumcheen Indian Band, a band within the meaning of the Indian Act, RSC 1985, c. 1-5 (“Splatsin”) as represented by **Kupki7 Wayne M. Christian**

AND:

Her Majesty the Queen in right of the Province of British Columbia (the “Province”) as represented by the Minister of **the Ministry of Environment and Climate Change Strategy** (the Environment Minister”)

(collectively “the Parties”)

PREAMBLE:

- A. Whereas Splatsin is one of 32 communities that make up the Secwepemc Nation and hold caretaker responsibility on behalf of the Secwepemc
- B. Whereas both parties are committed to the implementation of the principles of the United Nations Declaration on the Indigenous Peoples;
- C. Whereas the Splatsin as part of the Secwepemc Nation possesses the right to self-determination, self-government and participate in government to government processes;
- D. Whereas Splatsin as part of the Secwepemc Nation has never ceded or surrendered their indigenous title, or jurisdictional authority and responsibilities to the lands and waters, creatures and plants, waters and air on their traditional territory;
- E. Whereas Splatsin’s Aboriginal title and rights are protected through the *Constitution Act*, 1982, section 35 (1) which states, “The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed”;

- F. The Province has a duty to consult in manner consistent with the honour of the crown and where appropriate, to accommodate the Secwepemc prior to approving proposed activities that could adversely impact Secwepemc Aboriginal Rights;
- G. The parties commit to establishing the mechanisms to provide clean, safe drinking water within the Hullcar Valley and steps that will facilitate better regulation, enforcement, and permitting effecting water quality in Splatsin territory.

Therefore the Parties have established the following:

PRINCIPLES

In seeking to achieve the goals and objectives expressed in the Agreement, the Parties agree to the following principles:

1. The Parties will act in an open, good faith and transparent manner;
2. The Parties are committed to a respectful relationship that is focused on collaboration and negotiation as the preferable path to reconciliation;
3. The Parties will apply a joint solution-building approach that is cooperative, collaborative and strive for consensus-based decisions;
4. The Parties will prioritize the goals and objectives expressed in the Agreement and dedicate time, expertise, key decision makers and technical support to achieve them.

GOALS AND OBJECTIVES

5. The overarching objective of the Agreement is to establish a Chief-to-Environment Minister political forum to provide mandate, implementation, dispute resolution, and facilitate cooperation with other government agencies.
6. The Chief-to-Environment Minister political forum will convene at least once every six months; either Party may request that the forum be convened at any additional time

and with the agreement of both Parties the requirement to convene a scheduled forum may be waived.

- a. One meeting a year will be face to face, the others may be by conference call or other electronic means.

7. Establish a steering committee to:

- a. identify and develop solutions associated with water quality and governance in the Hullcar Valley;
- b. develop a work plan and timelines which will outline objectives that will be measurable and regularly evaluated;
- c. establish a process for internal and external communications;
- d. establish a process for decision making consistent with UNDRIP;
- e. identify the gaps, challenges and capacity development requirements with respect to the protection and provision of clean water sources;
- f. develop recommendations for provincial legislation and regulation as it relates to the protection of water quality; and,
- g. oversee and provide guidance to the technical working group.

8. The steering committee will consist of representatives designated by Splantsin and representatives designated by the Province. Additional members of the steering committee may be added with the consent of both parties.

9. The steering committee will meet at least every two months, and may meet more frequently as the committee deems appropriate.

10. The steering committee will liaise with the Chief-to-Environment Minister political forum to ensure that all matters which require the attention of the Splatsin Kukpi7 and the Environment Minister are brought forward for consideration and direction.
11. The Parties will seek funding to implement the recommendations developed under this agreement.

GENERAL PROVISIONS

The Parties agree that the Agreement:

12. Recognizes that Splatsin will require funding to fulfill its obligations under this Agreement. The Parties will negotiate a funding agreement for this purpose;
13. Does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the *Constitution Act, 1982*;
14. Does not create, define, limit, amend, abrogate, or derogate from any Splatsin Aboriginal title or rights;
15. Does not interfere with, or fetter, the exercise of any authority of either Party;
16. May be amended by written agreement of the Parties; and,
17. May be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.


TERM

18. The Agreement will take effect on the date of signing.
19. The initial term of the Agreement is two years. The Parties may extend the term of the agreement no less than 60 days before the end of the initial term.

20. Within the six months after the Agreement comes into effect, the Chief and the Environment Minister will convene a meeting to review progress and identify any necessary amendments.

Signed this 5th day of December, 2017 in Secwepemc Territory and the Province of British Columbia:


BRITISH COLUMBIA
as represented by the Minister of Environment and Climate Change Strategy


SIGNED ON BEHALF OF THE SPLATSIN
as represented by Kukpi7 Wayne M. Christian

