

MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as the "Memorandum")

BETWEEN:

**The Wet'suwet'en Nation as represented by the Wet'suwet'en Treaty Office Society in care
of the Wet'suwet'en Hereditary Chiefs, Witset First Nation and Hagwilget Village Council**

(hereinafter referred to as "Wet'suwet'en Nation")

AND:

**Her Majesty the Queen in right of British Columbia
as represented by the Minister of Children and Family Development**

(hereinafter referred to as "the Province")

AND:

**Her Majesty the Queen in right of Canada
as represented by the Ministers of Crown-Indigenous Relations
and Indigenous Services**

(hereinafter referred to as "Canada")

(each a "Party" and collectively, the "Parties")

THIS MEMORANDUM signed this 11th day of October, 2018

WHEREAS:

- A. Recognizing that decolonization begins with truth telling, Canada and the Province acknowledge that active colonization, through federal and provincial laws, policies and actions, have had and continue to have negative impacts on the collective wellness of the Wet'suwet'en and their territories. This includes detrimental laws and policies under the *Indian Act*, the residential school system, and other child welfare legislation and policies;
- B. In order to fully address the purpose and goals articulated in this Memorandum, Canada and the Province agree to work in collaboration with the Wet'suwet'en to implement their Indigenous rights including their right of self-government in the area of child and family services. This important nation-to-nation collaboration, aimed at the recognition and implementation of Wet'suwet'en constitutionally-protected Indigenous rights, will be informed by Wet'suwet'en laws and governance, the *Constitution Act, 1982* as well as by the United Nations Declaration on the Rights of Indigenous Peoples and other applicable international human rights standards; the Truth and Reconciliation Commission's Calls to Action; the Final Report of the Royal Commission on Aboriginal Peoples; and the *Principles Respecting the Government of Canada's Relationship with Indigenous Peoples*;
- C. Moving forward, the parties commit to work together in a sustained joint solution-oriented manner to improve safety and holistic wellness outcomes in the best interest of Wet'suwet'en children, youth, families, and communities. The parties acknowledge a shared vision of Wet'suwet'en Wellness in accordance with Wet'suwet'en jurisdiction and systems of care;
- D. The Wet'suwet'en maintain their right to self-determination including exercising their inherent right and responsibility to govern themselves derived from their political, economic, and social structures, their cultures and identities, language, spiritual traditions, histories, and philosophies. This includes relations with entities external to the Wet'suwet'en and their rights and responsibilities to Wet'suwet'en clan and house group territories;
- E. The Province provides child welfare services to children and families in British Columbia in accordance with the *Child, Family and Community Service Act*, [RSBC 1996] c. 46 and other applicable provincial legislation. The Province supports the process of First Nations exercising full authority with regard to child and family well-being and is committed to exploring, in partnership with Wet'suwet'en and Canada, a new approach to child welfare for Wet'suwet'en children and families;
- F. Canada recognizes that federal child welfare policies and programs have not worked for Indigenous children and families across the country. Historically, Canada has provided funding to Provincial child welfare ministries and to First Nation service providers as a matter of policy. However, Canada acknowledges that the First Nations Child and Family

Services Program must be reformed. Canada further acknowledges that effective solutions have to be developed in true partnership with Indigenous Peoples, including the Wet'suwet'en, which has a holistic and prevention-based approach to Wet'suwet'en Wellness;

- G. By engaging in Recognition of Indigenous Rights and Self-Determination (RIRSD) discussions, Canada is committed to exploring new and innovative ways to achieve a just and enduring reconciliation with the Wet'suwet'en so they may exercise their full authority and jurisdiction in areas including child and family services;
- H. The Wet'suwet'en *dinī ze* and *ts'akē ze'* (male and female hereditary chiefs), and Chief and Council of the Hagwilget Village Council and Witset First Nation articulated the Anuk Nu' At'en Ba'gigh'iyi z'ilhdic Program (ANABIP), which is a holistic and interconnected children and families, community development and socio-cultural services program provided through the Wet'suwet'en Treaty Office Society. ANABIP practitioners support Clans and House Groups to utilize cultural protocols and practices relating to the health and well-being of Wet'suwet'en members. Many of the services and activities provided by ANABIP take place on the *yintah* (traditional territory);
- I. The "Wet'suwet'en Wellness Working Group" (WWWG) is a unique steering committee comprised of Wet'suwet'en Hereditary Chiefs and elected Chief and Council representatives from the Hagwilget Village Council and Witset First Nation, who provide oversight and guidance to ANABIP using the Wet'suwet'en Wellness Conceptual Framework;
- J. The Wet'suwet'en Wellness Conceptual Framework (WWCF) has been developed by the Wet'suwet'en and articulates Wet'suwet'en Wellness holistically; that the wellness of the land, the animals, the people, the air and the watersheds within Wet'suwet'en territories are an irreducible whole;
- K. The Parties acknowledge that achieving the well-being and best outcomes for Wet'suwet'en children, youth and families requires Wet'suwet'en leadership over the care and protection of Wet'suwet'en children and youth, through exploratory discussions on the development and implementation of Wet'suwet'en Wellness and the WWCF; and
- L. Canada and the Province understand that the Wet'suwet'en Hereditary Chiefs and the Wet'suwet'en Treaty Office Society have commenced the work to codify traditional laws, feast governance systems and protocols, and acknowledge the Wet'suwet'en view this work is foundational to the development and implementation of Wet'suwet'en Wellness.

NOW THEREFORE the parties agree as follows:

DEFINITIONS:

In this Memorandum, including the recitals:

“**Wet’suwet’en Wellness**” means the ancient wisdom, laws and cultural practices exercised by the Wet’suwet’en, from time immemorial for the cultural, social, health, educational, environmental and economic well-being of all Wet’suwet’en families and communities, which the Parties will seek to express in contemporary form through a Wet’suwet’en jurisdictional model and a child welfare service transformation delivery model.

PURPOSE AND GOALS:

1. The Parties will establish the Tripartite Wellness Working Groups pursuant to paragraph 10 with consistent membership that will meet regularly and bring together the strengths and expertise of each Party in order to work collaboratively, in a joint solution-focused process, to improve the care, well-being and outcomes for Wet’suwet’en children, youth, families and communities.
2. The Parties agree to work towards achieving the following goals:

Short-term

- a) Expand culturally competent service provision by ANABIP and other Wet’suwet’en programs that span the Ministry of Children and Family Development’s six service lines within the current legislative framework;
- b) Identify the gaps, challenges and resource requirements with respect to child and family services for Wet’suwet’en and jointly develop a plan to address those gaps;
- c) Identify and secure sustainable core funding for Wet’suwet’en child and family programs, including ANABIP;
- d) Develop mechanisms including a protocol regarding Wet’suwet’en engagement and participation in changes to provincial or federal legislation that could impact the work contemplated under this Memorandum;

Long-term

- e) Support the Wet’suwet’en in the research, development and implementation of Wet’suwet’en Wellness, including identification of sustainable funding;

- f) Support the process of ratification in accordance with Wet'suwet'en Anuk Nu'at'en (our laws) feasts and kinship governance systems and protocols set out in the Wet'suwet'en Cis Bighewh dini ts'en Li Constitution (We Live By Our Laws Constitution), and explore additional ratification methods as required; and
 - g) Support the potential development and implementation of federal and provincial legislation that would enable the Wet'suwet'en to have jurisdiction over child and family services.
3. The Parties acknowledge the need to define the Wet'suwet'en governance structures necessary to implement Wet'suwet'en Wellness, including the role of Wet'suwet'en hereditary governance.
 4. The Parties acknowledge they may also wish to discuss other topics identified and agreed to by the Parties. The Parties recognize that the discussion of additional topics may necessitate the involvement of additional government departments, ministries or other entities from Canada and the Province.

PROCESS:

5. The Parties agree to enter into "without prejudice" RIRSD discussions to explore and advance the Wet'suwet'en's interests in exercising jurisdiction over child and family services.
6. For areas that fall within existing federal and provincial funding authorities, the Parties will seek to negotiate an agreement or agreements addressing the goals outlined in paragraph 2 within a reasonable time frame to be determined by the Parties upon receipt of necessary approvals.
7. For areas that fall outside of existing authorities, the Parties will seek to negotiate a non-binding agreement (referred to by Canada as a term sheet) that will set out the key components and parameters and will form the basis for the Parties to seek a mandate and instructions from their respective principals to negotiate and conclude a legally binding agreement within a reasonable timeframe to be determined by the Parties.
8. The Parties acknowledge that for some topics, bilateral discussions between Wet'suwet'en and Canada or between Wet'suwet'en and the Province may be needed. The Parties will keep each other informed of any relevant discussions or developments.

9. By mutual agreement, the Parties may invite the participation of other Wet'suwet'en members. The Parties will agree on the nature and scope of their participation, and will discuss any associated funding implications.
10. In order to further the goals of this Memorandum, the Parties will establish two Tripartite Wellness Working Groups, each involving designated representatives from each of the Parties:
 - a) Joint Wellness Working Group: A decision-making body that will provide oversight, guidance, direction and monitor progress; and
 - b) Joint Wellness Technical Working Group: A group of technicians who will carry out tasks and activities under this Memorandum.
11. The Parties will create a Terms of Reference for the Tripartite Wellness Working Groups and a specific work plan(s) including regular meeting dates as determined by the Parties.

GENERAL PROVISIONS:

12. For clarity, this Memorandum or the resulting discussions do not replace any existing or future discussions or negotiations respecting child and family well-being that any agency or government department or ministry may currently have underway with additional partners, including Wet'suwet'en communities and/or Aboriginal organizations, nor does it preclude such discussions or negotiations being initiated.
13. This Memorandum does not preclude Wet'suwet'en from applying for or accessing any funding, program or initiative that Canada might normally make available to other Indigenous groups.
14. The parties agree that this Memorandum:
 - a) is not legally binding and does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of the *Constitution Act, 1982*;
 - b) does not create, affirm, define, limit, amend, abrogate, or derogate from any Wet'suwet'en Aboriginal title or rights; and

- c) does not interfere with, or fetter in any manner, the exercise of any decision-making authority of the respective Parties.
15. The Parties will discuss establishing a joint communications approach in relation to this Memorandum which may include details on how and when the Parties would jointly inform the public or the media of the fact of this Memorandum and its contents.
16. This Memorandum, the discussions conducted pursuant to this Memorandum, and all related documents, are without prejudice to the positions of the Parties in any proceedings before a court or other forum and shall not be construed as admissions of fact or liability.
17. The Parties agree that this Memorandum, and information discussed or documents produced pursuant to this Memorandum, may be shared.
18. Where a Party requests that a document or discussion be treated as confidential, the Parties will discuss and attempt to reach agreement that the document or discussion be kept confidential.
19. This Memorandum may be executed in counterparts. Each signature will be deemed to be an original signature and all executed documents together will constitute one and the same document.

FUNDING:

20. The Parties recognize that funding will be required from Canada and British Columbia to support Wet'suwet'en's participation in the processes contemplated in this Memorandum.
21. Canada and British Columbia, as appropriate, will determine levels of funding following input from Wet'suwet'en, and will seek the necessary approvals for the provision of such funding. Any provision of funding by Canada is subject to yearly appropriations of funds by Parliament and Canada's funding policies and directives. Funding by the Province is subject to an appropriation as defined in the *Financial Administration Act*, [RSBC 1996], c. 138.
22. Any transfer of jurisdiction and service delivery over child and family services to the Wet'suwet'en will require the Parties to address appropriate levels of sustainable funding from Canada and British Columbia, including funding for administration, infrastructure and service delivery.
23. For greater certainty, nothing in this Memorandum will affect or otherwise diminish the funding that the Wet'suwet'en Treaty Office Society, the Hereditary Chiefs, Witset First

Nation and Hagwilget Village Council currently receive to support programs and services for Wet'suwet'en children and families, both now and in the future, unless otherwise agreed to by the Parties.

AMENDMENT OR REPLACEMENT:

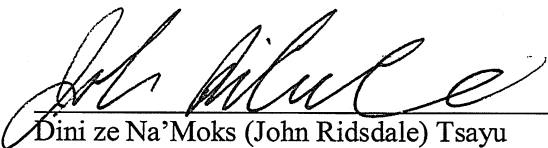
- 24. This Memorandum will come into effect on the date on which the last party executes and delivers the Memorandum.
- 25. The Parties will review progress and identify any necessary amendments to the Memorandum on an annual basis.
- 26. This Memorandum may be amended or replaced upon written agreement of the Parties.
- 27. This Memorandum may be terminated by any Party on 30 days written notice to the other Parties setting out the reasons for the termination and the date upon which the termination is to take effect. If notice of an intent to terminate is issued, the Parties will make reasonable and good faith efforts to resolve the dispute or issue and commit to attending one meeting to explore the possibilities of resolving the issue.

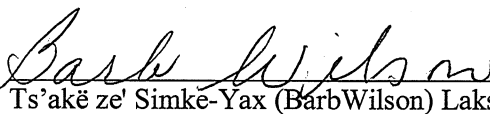
IN WITNESS WHEREOF the Parties have executed this Memorandum as set out below:

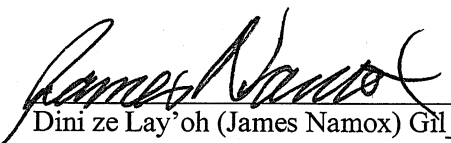
**SIGNED ON BEHALF OF THE WET'SUWET'EN NATION
by the Wet'suwet'en Hereditary Chiefs**


Dini ze Wadeek (Jeff Brown) Gitdumden


Dini ze Hagwilnegh (Ron Mitchell) Laksilyu


Dini ze Na'Moks (John Ridsdale) Tsayu


Ts'akë ze' Simke-Yax (Barb Wilson) Laksamshu

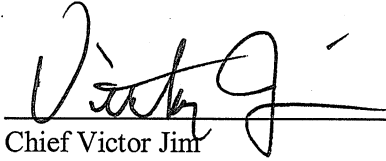

Dini ze Lay'oh (James Namox) Gil_seyhu

**SIGNED ON BEHALF OF
Hagwilget Village Council**



Chief Dora Wilson

**SIGNED ON BEHALF OF
Witset First Nation Band Council**



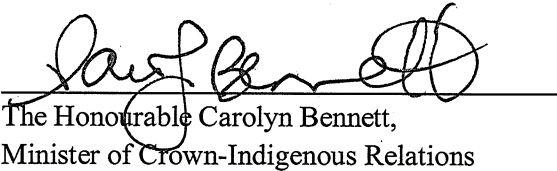
Chief Victor Jim

**SIGNED ON BEHALF OF
THE PROVINCE OF BRITISH COLUMBIA**

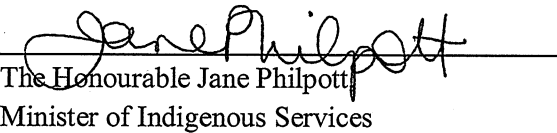


The Honourable Katrine Conroy,
Minister of Children and Family Development

SIGNED ON BEHALF OF CANADA



The Honourable Carolyn Bennett,
Minister of Crown-Indigenous Relations



The Honourable Jane Philpott
Minister of Indigenous Services