

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
As represented by the Minister of Fisheries and Oceans,  
200-401 Burrard St.  
Vancouver, BC, V6C 3S4**

**("Government of Canada")**

**OF THE FIRST PART**

**AND:**

**The Haida Nation as represented by  
The Council of the Haida Nation  
Skidegate,  
Queen Charlotte, Haida Gwaii  
V0T 1S1**

**("CHN")**

**OF THE SECOND PART**

**WHEREAS the Government of Canada and the CHN (the "Parties") confirm their commitment to a relationship based on mutual respect and understanding;**

**AND WHEREAS Sgaan Kinghlas or the Bowie – Hodgkins – Davidson Seamount chain, (the "Protected Area"), has been proposed for designation as a marine protected area under the *Oceans Act* S.C. 1996 c.31 (MPA);**

**AND WHEREAS the Council of the Haida Nation has also designated Sgaan Kinghlas, "supernatural being looking upwards", as a Haida Protected Area;**

**AND WHEREAS the Government of Canada and CHN have a common desire to protect and conserve the Protected Area for the benefit, education and enjoyment of present and future generations;**

**AND WHEREAS the Parties wish to establish a Government of Canada-Haida Management Board to facilitate the cooperative management and planning of the Protected Area;**

**AND WHEREAS the Parties wish to enter into a memorandum of understanding regarding the planning and management of the proposed Protected Area to help achieve these goals;**

**THEREFORE the Parties agree as follows:**

## **Definitions**

**In this Memorandum of Understanding, the following terms will have the following meanings:**

**“Advisory Board” means the Advisory Board described in section 6 of this MOU;**

**“Management Board” means the Management Board described herein;**

**“Minister” means the Minister of Fisheries and Oceans and includes any person with authority to act on the Minister’s behalf in respect of the matter in question;**

**“MOU” means this memorandum of understanding and Appendix A; and**

**“Parties” means the Government of Canada and the CHN.**

### **1. Purposes**

- 1.1 This MOU provides for the establishment of a Management Board that will provide a process for the Parties to exchange views and to provide advice to the Minister and the CHN on the planning and management of the Protected Area.**
- 1.2 The Parties agree that this MOU is not intended to be, and shall not be interpreted to be, a land claims agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*.**
- 1.3 This MOU is not evidence of the existence, nature, scope or content of Aboriginal Rights or Title or Crown Rights or Title and is made without prejudice to the positions taken by either Party with respect to Aboriginal Rights or Title and Crown Rights or Title. Neither this MOU nor any acts performed in connection with this MOU shall be construed or relied on by anyone as an acceptance or admission of the existence, nature, scope or content of any Aboriginal Right or Title or Crown Right or Title.**
- 1.4 The Parties agree that this MOU does not constitute, and shall not be interpreted as, acceptance by either Party of any assertion, by the other Party, of ownership of or jurisdiction over the Protected Area or the marine area surrounding Haida Gwaii.**
- 1.5 Nothing in this MOU is intended to or shall be interpreted to affect any Aboriginal or Treaty Rights of any other Aboriginal Group.**

## **2. Geographic Scope**

- 2.1 The geographical scope of the Protected Area is shown on the map in Appendix A.**

## **3. Management Board**

- 3.1 The Management Board will be comprised of two (2) representatives of the Government of Canada and two (2) representatives of the CHN totalling four (4) members. The total number of members may be increased or decreased by mutual agreement between the Parties, provided that equal representation between the CHN and the Government of Canada is maintained.**
- 3.2 Both Parties may designate alternate members to the Management Board as required, who may fully participate in meetings when a regular member is absent.**
- 3.3 Both Parties may replace regular Management Board members from time to time, on notice to the other Party.**
- 3.4 With the agreement of the members of the Management Board, additional individuals may attend Management Board meetings at the request of members to support or assist the Management Board.**
- 3.5 The Management Board will be co-chaired by one of the representatives of the CHN described in section 3.1 and one of the representatives of the Government of Canada described in section 3.1, who will be jointly in charge of calling and conducting meetings, and of authenticating minutes. The co-chairpersons may, however, agree that the responsibilities of the chair will alternate between the co-chairpersons.**
- 3.6 The Management Board will meet as often as necessary to carry out its responsibilities under this MOU and will establish its procedures for carrying out those responsibilities. Notwithstanding this, the Management Board will meet no less than twice per annum with a maximum interval of 6 months between meetings.**

## **4. Roles and Responsibilities of the Management Board**

- 4.1 The Management Board will have the following responsibilities in the planning and management of the Protected Area. The Management Board:**

- (a) will develop advice to the Minister and the CHN regarding the management of the Protected Area;
- (b) will develop and recommend to the Minister and the CHN, a Protected Area Management Plan for the planning and management of the Protected Area;
- (c) will periodically review and evaluate a Protected Area Management Plan and may recommend changes to the Minister and the CHN;
- (d) may provide advice to the Parties regarding issues of particular concern to one Party;
- (e) will exchange, discuss and distribute information that is publicly available and that relates to the planning, operation and management of the Protected Area in a timely fashion;
- (f) may provide advice to the Minister and the CHN regarding the co-ordination and delivery of research, fisheries management, stewardship, public outreach programs and enforcement programs in the Protected Area;
- (g) will prepare a budget for its operations and may seek external sources of funding to carry out its activities; and
- (h) will carry out other responsibilities as agreed to in writing by the Parties.

**4.2 The Management Board will seek to operate on a consensus basis and will submit its advice to the Minister and the CHN. If all members of the Management Board do not agree on the advice to be submitted, each Party may submit written advice to the Minister and the CHN and, for the purposes of sections 5.2 and 5.3, that advice will be treated as advice of the Management Board.**

**4.3 The Parties may seek advice from other places as they so choose and, subject to disclosure required by law, will respect any confidentiality agreements made between them.**

## **5. Decision Making and Dispute Resolution**

**5.1 The Minister and the CHN will consider and respond to advice received from the Management Board in a timely manner.**

**5.2 The Minister and the CHN will take into account the advice of the Management Board when making decisions relating to the Protected Area.**

**5.3 If a dispute arises between the Minister and the CHN regarding the planning and management of the Protected Area, the Parties shall appoint senior representatives to meet as soon as practical to consider and attempt to resolve the dispute.**

## **6. Funding**

**6.1 The Government of Canada and the CHN will seek to reach agreement on a contribution agreement to provide financial resources for on-going costs to :**

- a) support the activities of the Management Board; and**

- b) support CHN's participation in this MOU.**

## **7. Amendment, Review and Termination:**

**7.1 The Parties may amend this MOU from time to time. All amendments to this MOU must be made in writing and signed by the Parties.**

**7.2 The Parties will jointly review this MOU two years after the date of commencement of this MOU and every five years thereafter, and at such other times as the Parties may agree.**

**7.3 This MOU remains in effect until terminated by one of the Parties.**

**7.4 Either Party may terminate this MOU by providing sixty days (60) written notice to the other Party.**

**7.5 Notwithstanding section 7.4, where a Party disagrees with a decision referred to in section 5.2 made by the other Party, the Party may terminate this MOU by providing thirty days (30) written notice to the other Party.**

## **8. General Provisions**

**8.1 This MOU is not intended to alter or affect the existing authorities of the Parties with respect to lands, resources and governance.**

**8.2 The representative who executes this MOU on behalf of the CHN has authority to enter into this MOU on behalf of the Haida Nation and is acting within the mandate of the Council of the Haida Nation.**

**8.3 The representative who executes this MOU on behalf of the Government of Canada has authority to enter into this MOU on behalf of the Government of Canada and is acting within the mandate of the Minister of Fisheries and Oceans.**

**8.4 Except as otherwise provided in the MOU, where any notice, request, information, or other communication is required to be given pursuant to this MOU, it shall be in writing and delivered personally, by courier, regular mail, or facsimile transmission, and unless notice to the contrary is given, shall be addressed to the Party at the address or number set out below:**

**For the Government of Canada:**

**Department of Fisheries and Oceans  
200-401 Burrard St.  
Vancouver, B.C.  
V6C 3S4**

**Attention: Regional Director Oceans Habitat and  
Enhancement**

**Telephone: (604) 666-6532  
Facsimile: (604) 666-4844**

**For the CHN:**

**The Haida Nation as represented by the  
Council of the Haida Nation  
Skidegate  
Queen Charlotte,  
Haida Gwaii  
British Columbia  
V0T 1S1**

**Attention: Administrator, Haida Tribal Society**


**Telephone: (250) 559-4468  
Facsimile: (250) 559-8951**

**8.5 A notice, request, information or other communication shall be deemed to have been received the following business day if sent by courier, facsimile transmission or delivered in person, or five days after the date of posting if sent by regular mail.**

- 8.6 A Party may change its representative, address, or telephone or facsimile number by giving a notice of change to the other Party in accordance with section 8.5.
- 8.7 No member of the Senate or the House of Commons shall be admitted to any share or part of this MOU or to any benefit to arise therefrom.
- 8.8 No waiver of any terms and conditions of this MOU will have any effect unless made in writing and signed by the Parties.
- 8.9 Any information provided to the Minister pursuant to this MOU shall be subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and the *Privacy Act*, R.S.C. 1985, c. P-21, as amended from time to time.
- 8.10 This MOU sets forth the entire agreement and understanding between the Parties.
- 8.11 This MOU may be signed in counterparts.

IN WITNESS WHEREOF the Parties have executed this MOU by their proper officers duly authorized on their behalf this 18 day of April, 2007.

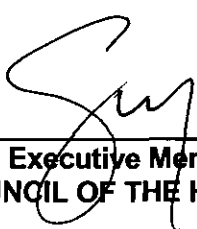
SIGNED, SEALED AND DELIVERED BY )  
 HER MAJESTY THE QUEEN IN RIGHT OF )  
 CANADA AS REPRESENTED BY THE )  
 MINISTER OF FISHERIES AND OCEANS, )  
 REGIONAL DIRECTOR GENERAL PACIFIC) )  
 IN THE PRESENCE OF )

  
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 WITNESS

  
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 REGIONAL DIRECTOR GENERAL  
 PACIFIC REGION

EXECUTED AND DELIVERED )  
 BY A DULY AUTHORIZED OFFICER OF )  
 COUNCIL OF THE HAIDA NATION IN THE) )  
 PRESENCE OF )

  
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 CHN Executive Member  
 ) COUNCIL OF THE HAIDA NATION  
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