

HAIDA LAAS

JOURNAL of the HAIDA NATION

JUNE 2006

THIS
P

IG
R

*agreements,
letters of understanding
and other documents*



HAIDA LAAS

NEWSLETTER OF THE HAIDA NATION

published by the
Council of the Haida Nation

Managing Editor
Cindy Boyko (interim)

editor@haidanation.net
p.250.559.8755

Council of the Haida Nation

Administrator
Box 589, Old Massett
Haida Gwaii
V0T 1M0
p.250.636.5252
f.250.626.3404
1.888.638.7779
chn_hts@haidanation.ca

Council of the Haida Nation

Administrator
Box 98, Queen Charlotte
Haida Gwaii
V0T 1S0
p.250.559.4468
f.250.559.8951
1.877.559.4468
chn_hts@haidanation.net

June 2007

Haida Laas,

The troubles we face are the same as those of all indigenous people throughout British Columbia and around the world. We are tackling forces that aren't used to being moved, but we are fortunate, our culture is recognized and respected around the world and people know that we remain steadfast in our quest to restore our rightful place on these Islands.

This issue of *Haida Laas* gathers together a number of documents, including protocols and letters of understanding. They have been collected to show one aspect of the work the Council of the Haida Nation has been involved in during the past few years.

Enclosed is the Statement of Claim for our Title Case which is before the courts of Canada. Our Case will establish that we were the people in exclusive possession of these lands at the time the British claimed our Islands. We will also show that we own all of the lands and surrounding waters. The Crown will argue, first, that as a people we don't exist and if we do, that there is no need to recognize our rights. We will establish that the Crown has no legitimate claim to our land or waters and that they should not have their way with the land while the issue is before the Court.

see on page - 40

The Constitution of the Haida Nation defines the mandate, ground rules and accountability of the Council of the Haida Nation to all people of Haida ancestry. Prior to the Constitution being signed we developed an agreement called the Haida Accord, which was signed by elected and hereditary leaders in 1998. The Accord was necessary for us to proceed as a Nation and gives us a way to settle internal disputes. It also recognizes that Haida Gwaii is the common property of all our people.

page - 7

We took Weyerhaeuser and the Province of BC to court to establish an initial burden on the Crown and timber licences. We won the case, but the Crown and Weyerhaeuser appealed to the Supreme Court of Canada in an attempt to overturn the decision. In a radio interview Chief Justice Madam McGoughlin of

the Supreme Court of Canada was asked when being appointed to the court how she would be different from other Chief Justices. Her answer was quick and decisive: She stated she would not only consider the law but also the consequences of the decision.

In Ottawa at the court of appeal, the Province and Weyerhaeuser threw their best at us, bringing along with them the Federal Government and 8 other Provinces, Chambers of Commerce, the Cattlemen's Association, BC Business Council, and the Council of Forest Industries. We effectively countered their strategy when we welcomed the support of the Village of Port Clements and New Masset. Months earlier, we had signed a Protocol with both of these Villages. At the trial they testified that the Province and industry had no regard for their communities and they felt they had a better chance in the future working with the Haida Nation. This statement knocked the wind out of the Province and Weyerhaeuser's argument.

page - 17

To establish good working relationships on the Islands we have also signed a protocol agreement with the Skeena-Queen Charlotte Regional District, Area D.

page - 23

On the Central Coast, the Environmental non-Governmental Organizations organized a very effective boycott campaign against industrial logging. By consequence and with the value of our participation it put First Nations in the driver's seat. Protocols were signed with each of the organizations and, through this alliance, moved Land Use Planning from BC's control to a shared responsibility.

page - 11

Unlike other land use planning in BC the process on Haida Gwaii was managed by CHN and the Province. The Haida Land Use Vision was the guiding document for people at the Land Use Planning Table and by the end of the eighteen-month process the Vision was adopted by the Land Use Planning Table and supported by all the members except the forest industry and Provincial representatives, who stayed neutral. One of the reasons the CHN has become involved in planning is that up to this time the only thing happening was the Province issuing tenures to exploit forestry, mining and fishing.

When Weyerhaeuser reneged on the Six-Point Agreement with their employees, they began proceedings to sell the TFL License without consulting the Haida Nation — and coincidentally, the Province began changing laws, giving more authority to the forest industry. The Province was gearing up for an election but we had our ducks in order.

page - 28

The first shot across their bow was a letter we sent to the Governor General of Canada which described the situation at hand and was written in the context of the "honor of the Crown". The *Islands Spirit Rising* action, which was

page - 38

an all-Island effort, shut down Weyerhaeuser and the Ministry of Forests and neither Weyerhaeuser, Brascan nor the Province wanted to go to court for an injunction as no one would have looked good with an election in the works.

page - 48

As a result of *Islands Spirit Rising*, a Letter of Understanding was signed by both the Province and CHN and is now being negotiated. In the text of the Letter of Understanding, the parties are committed to protect all the things that were identified in the Haida Land Use Vision document. There is also a commitment to a more responsible form of logging and a long-term tenure of 120,000 cubic metres per year which will come out of the existing licenses. In addition, \$5-million was handed over and we are getting closer to completing an annual revenue-sharing agreement. The total package allows us to proceed knowing that our lands won't be spoiled as we work our way through the courts and there will be economic opportunities for our people today and in the future.

Since the negotiations began the forest and sport-fishing industries have been busy attempting to derail them by lobbying the Province. It should be known by our people that this sudden attention is a direct response to the effectiveness of our efforts. But this is not to say that joint ventures and business are taboo on Haida Gwaii, only that ventures will not be driven by outside interests, particularly by those who would pursue their interests by dividing our people.

The well-being of Haida Gwaii remains our responsibility.

A handwritten signature in black ink, appearing to be 'Gini' or similar, with a large loop at the bottom.

Index

<u>The Haida Accord</u>	<u>7</u>
<i>Agreeing to work cooperatively to protect and enhance the well being of Haida Gwaii and its people.</i>	
<u>Declaration of First Nations of the North Pacific Coast</u>	<u>9</u>
<i>from the Turning Point Conference</i>	
<u>Non-governmental Organization Agreement</u>	<u>11</u>
<i>The agreement the Council of the Haida Nation has with Non-governmental Organizations.</i>	
<u>Working With Other Communities</u>	<u>17</u>
<i>The agreement between the Village of Port Clements, Village of Masset and the Council of the Haida Nation.</i>	
<u>A Second Protocol With Other Communities</u>	<u>23</u>
<i>The agreement between the Skeena-Queen Charlotte Regional District and the Council of the Haida Nation.</i>	
<u>The Six-Point Agreement</u>	<u>28</u>
<i>The letter from Weyerhaeuser to its Employees.</i>	
<u>A Treaty of Peace and Respect</u>	<u>31</u>
<i>A Treaty between the Haida and Heiltsuk people.</i>	
<u>A Letter to All Holders of Tenure</u>	<u>33</u>
<i>Forestry, Fishing, Mining, Sport Fishing Lodges, and TFLs</i>	
<u>A Letter to the Governor General of Canada</u>	<u>37</u>
<i>Looking for the Honour of the Crown.</i>	
<u>The Haida Nation Statement of Claim</u>	<u>39</u>
<i>Suing the Province and Canada over ownership and jurisdiction.</i>	
<u>Letter of Understanding</u>	<u>47</u>
<i>An outcome of the Islands Spirit Rising action.</i>	



a: paintbrush
wood, paint spruceroot, 24 cm length

b: paintbrush
wood, paint spruceroot, 21.1 cm length

c: paintbrush
wood, paint cotton twine, 32 cm length

from The Transforming Image



[Djilakons]

c. 1830

*from the Peabody Museum of Archaeology and Ethnology,
Harvard University, Cambridge*

THE HAIDA ACCORD

HAIDA ACCORD

November 14, 1998

We the undersigned, who represent the Haida Nation as: Hereditary Chiefs, Council of the Haida Nation, Old Massett Village Council, Skidegate Band Council, do commit to work cooperatively as a Nation to protect and enhance the well being of Haida Gwaii and our people. In doing so, we agree:

The Haida Accord, signed in 1998, outlines ways to work cooperatively as a Nation.

1. The Constitution of the Haida Nation is the guiding document of Policies and Principles from which we govern ourselves;
2. To uphold the Constitution of the Haida Nation encompassing Haida values in decision making;
3. To work respectfully and cooperatively to resolve internal conflicts and differences in a timely way, internal to the Haida Nation;
4. The citizens of the Haida Nation collectively hold Title to Haida Gwaii and commit to go forward as one Nation to share all lands, waters, and resources within our territory for the benefit of all living Haida and future generations;
5. To protect Haida Culture and Heritage while providing for the economic needs of our people;
6. We will protect Haida Title and Rights to the territories of the Haida Nation;
7. To be accountable to the people by presenting factual reports and full financial disclosure on all programs and services within the Nation;
8. To participate in development of policies and strategies, to direct and support bodies assigned specific tasks, and we will strive for full understanding and consensus in advancing our interests within or outside our Nation.

Sworn this day November 14, 1998

Chief Gaath Laay, *Watson Pryce*
 Chief Iljawass, *Reynold Russ*
 Gitansta, *E J Wilson*
 Sgaan 7w7waans/Tyaann, *Allan Wilson*
 Gidkun, *Nathan Young*
 Git ee Waans, *Vern Brown*
 Thasi, *Ken Edgars*
 Wayne Wilson, *SBC*
 Kim Davidson, *OMVC*

Kathleen Pearson,
 CHN Vice President

 Ron Brown Jr.,
 CHN President

Note:

The following were not present at the November 14, 1998 signing ceremony in Skidegate and signed at a later date:
 Chief Chee Xial, *Miles N Richardson*
 Chief Skidegate, *Dempsey Collinson*
 Chief Cumshewa, *Charlie Wesley*
 Gyaltluns, *Alex Jones*
 Diyung, *Donald Bell*
 Edinsuu, *Jim Hart*

DECLARATION OF FIRST NATIONS
OF THE NORTH PACIFIC COAST

[TURNING POINT]

DECLARATION OF FIRST NATIONS OF THE NORTH PACIFIC COAST

Turning Point Conference, Vancouver

June 13, 2000

PREAMBLE

The North Pacific Coast is a rich, varied and fragile part of the natural world. The connection of land and sea with people has given rise to our ancient Northwest cultures.

We recognize this life source is under threat live never before and that all people must be held accountable.

This united declaration is the foundation for protecting and restoring our culture and the natural world.

We are the ones that will live with the consequences of any actions that take place in our territories.

DECLARATION

We declare our life source is vital to the sustenance and livelihood of our culture and ur very existence as a people.

The First Nations of the North Pacific inherit the responsibility to protect and restore our lands, water and air for future generations.

We commit ourselves:

- To making decisions that ensure the well-being of our lands and waters.
- To preserving and renewing our territories and cultures through our tradition, knowledge and authority.
- To be honest with each other and respectful of all life.

We will support each other and work together as the original people of the North Pacific Coast, standing together to fulfil these commitments.

Signed by the following First Nations and Councils, this 13th day of June 2000.



Haisla

Kitkatla

Nuxalk



Hartley Bay

Laz Kw'alaams

Oweekeno



Heiltsuk



Old Massett



Skidegate



Kitasoo



Metlakatla



Council of the Haida Nation

Tsimshian Tribal Council

Witnessed by:

Simon Lucas, BC Aboriginal Fisheries Commission
 Miles Richardson, Chief Treaty Commissioner, BC Treaty Commission
 Xení Gwet'in
 Edward John, Grand Chief, First Nations Summit
 Chris Cook, Native Brotherhood

NON-GOVERNMENTAL ORGANIZATION
PROTOCOL AGREEMENT

PROTOCOL AGREEMENT

Between the Council of the Haida Nation
and the Gowgaia Institute
(herein referred to as “the Parties”)

WHEREAS

The Haida Nation has occupied its territory for thousands of years. The Haida territory consists of Haida Gwaii and surrounding waters; and

The Haida Nation therefore holds Hereditary title as well as Aboriginal Title and Rights and Responsibilities for the well-being of Haida territory, people and culture.

The Haida culture is derived of the relationship of the people to the lands, the waters, and the life of their territory.

The government of British Columbia and Canada have wrongfully granted licenses to outside interests to exploit the lands and water of the Haida territory and these have proven to put economic interests above all else.

The Council of the Haida Nation (CHN) is currently seeking to regain control of its lands and waters through negotiations, litigation and assertion of authority.

AND WHEREAS

The Gowgaia Institute’s members and employees – some of whom are Haida and others who have chosen Haida Gwaii as their home and place to raise their families – are committed to social justice and environmental well-being.

The Gowgaia Institute respects the Aboriginal Sovereign Authority of the Haida, and since its formation in 1994 it has worked cooperatively with the Haida Nation.

The Gowgaia Institute has a mission to promote the environmental, social and economic sustainability of Haida Gwaii. Our goal is to protect and sustain all of the values and functions of the islands’ ecosystems, to ensure that the fish and forests and natural beauty we enjoy today are here in equal measure for our children and the generations to come. This means adjusting the current governing management principles, economic structures, rate of resource extraction, and system of natural protected areas accordingly.

The Parties share concern for the health and well-being of Haida Gwaii and on that basis will maintain a constructive working relationship.

This Protocol Agreement is similar to others that the CHN has signed with the Sierra Club of BC, Greenpeace, Forest Ethics, EcoTrust, Rainforest Action Network and the David Suzuki Foundation.

THEREFORE

The Parties agree as follows:

1. RESPECT

- a) The Gowgaia Institute respects the leadership role of the CHN in land and marine planning initiatives, resource decision-making, and political actions regarding Haida Gwaii.
- b) The Gowgaia Institute will not make any public statements which describe or advocate the interests or positions of the CHN without prior clearance.
- c) The CHN respects the work of the Gowgaia Institute in promoting the well-being of Haida Gwaii.

2. COMMON CAUSE

- a) The Parties agree that maintaining and improving the well-being of the land and waters, and the life forms and communities that they support is our common cause and priority for action.
- b) The Parties believe that economic use of the lands should be carried out with minimum ecological disruption.

3. COOPERATION

- a) The Parties recognize that their combined efforts will further their common objectives in pursuit of the sustainable use and stewardship of the earth.
- b) The Parties will jointly prepare workplans and agree to review such plans every six months, or from time to time as updates are required. The workplan will outline the goals and objectives of collaborative projects, and any specific details regarding the nature of the projects. The workplan will serve as a strategic frame work for developing detailed joint funding proposals and project plans throughout the year.

4. COMMUNICATIONS

- a) Both Parties commit to share information about joint projects in an open and timely manner.
- a) A liaison from each organization will be appointed to be the point of contact for each organization.

b) All formal communications to third Parties (e.g. press releases, presentations at conferences, meetings with government, etc.) relating to the details of joint projects must receive prior written approval by the other Party.

c) Once this Agreement is signed, either Party may make public our joint working relationship.

5. JOINT FUNDRAISING

a) Both Parties will work together to develop a joint Funding Plan, identify funding sources and prepare proposals to support joint activities described in the annual work plan.

b) Both Parties will agree, in advance, which organization will take the lead on requesting funds from particular funding sources.

c) To avoid duplication of effort, the Parties will advise one another of cooperative initiatives with other partner organizations, identifying potential and actual funding sources.

d) The lead proponent will provide a copy of any joint proposals to the other partner, at least one week in advance of the funder's submission deadline, for input, feedback, and consent.

e) Both Parties will agree, in advance, how to allocate any funds awarded to a joint project. Funds may not be allocated for any other purpose without prior consent of the other Party.

f) In some cases, the CHN or CHN Tribal entities will receive and administer grant funds and, in other cases, grant funding will be received and administered by the Gowgaia Institute, in accordance with the Funding Plan.

g) Joint funding proposals will cover the costs of the CHN's and Gowgaia Institute's staff and expenses, as well as any other hard costs, for joint projects. These costs will be jointly determined during the drafting of project budgets for specific proposals.

h) The Parties will produce and share with each other quarterly financial statements regarding joint projects.

i) In the event that this Protocol is terminated while joint projects are in progress, the Parties agree to discuss how best to meet the obligations to funders, either by completing the work as per the funding agreement(s) or returning the unspent funds to the funding source(s).

j) The parties agree that the content and nature of this Agreement and general descriptions of our joint activities may be referred to by either

Party as back-ground material in general funding proposals that may not necessarily support joint projects.

6. SHARING INFORMATION

a) The Parties agree to jointly prepare and reach agreement regarding written press releases for joint projects in advance of public release.

b) The Parties agree to share materials and data necessary to advance the objectives of this Protocol.

c) The Parties will respect the sensitive and propriety nature of information that each will share with the other. Information, materials and/or data provided by each Party in meetings, joint projects and initiatives will not be released by either Party outside the terms of this Protocol without written permission of the Party that authored the information.

7. LIMITATIONS

a) This Protocol in no way signifies that either Party has extended blanket support for the public policy reform initiatives, political position, land-use planning goals, or economic objectives of the other.

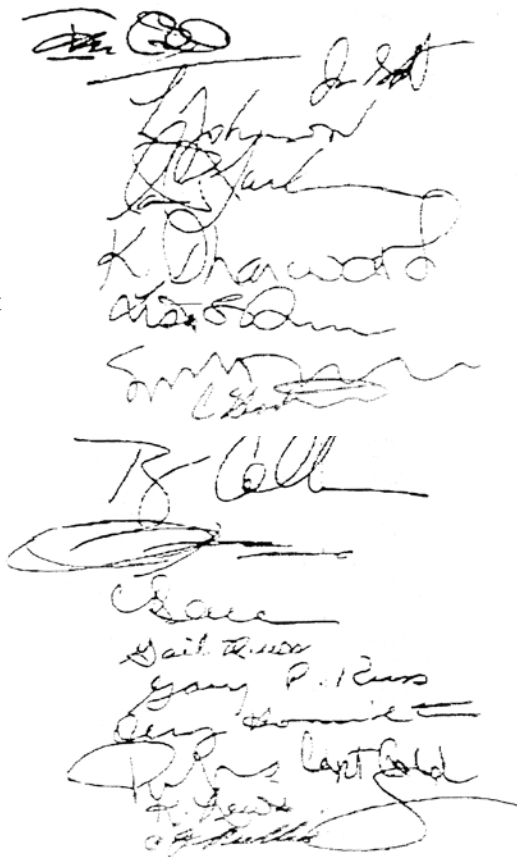
b) Neither Party is committed to a specific financial or human resource contribution to initiatives developed under the Protocol, except as specified in joint project plans and proposals.

c) In the case of differing perspectives, the Parties agree to sit down and discuss any areas of disagreement in an attempt to find a resolution prior to making any public statements, positions or taking any action.

8. TERM

a) The Parties agree that this Protocol will be in effect on an indefinite basis, or until either Party formally notifies the other in writing that it wishes the Protocol to be amended or terminated.

Others who witnessed the protocol signing are:



A collection of handwritten signatures of witnesses to the protocol signing. The signatures are written in black ink and include names such as John, K. Howard, and others, though some are partially obscured or difficult to read.

In a spirit of cooperation and trust this Protocol is signed by:



Gowgaia Institute



Council of the Haida Nation



[Rattle-lid Basket]

c. 1996

Primrose Adams

decorated with cockleshell pattern

PROTOCOL AGREEMENT
AN UNDERSTANDING ABOUT WORKING
TOGETHER FOR THE WELL-BEING OF THE LAND,
WATERS AND PEOPLE OF HAIDA GWAI
BETWEEN
THE COUNCIL OF THE HAIDA NATION
AND
THE MUNICIPALITIES OF PORT CLEMENTS AND MASSET

Village of Masset
Council of the Haida Nation
Village of Port Clements

the document was signed and dated March 19, 2004

*This Protocol Agreement,
signed in 2004, was a
landmark in establishing
respectful relationships on
Haida Gwaii.*

PROTOCOL AGREEMENT

An understanding about working together for the
well-being of the land, waters and
people of Haida Gwaii.

BETWEEN: The Council of the Haida Nation (CHN)

AND: The Municipalities of Port Clements and Masset.
(Referred to collectively here as the "Communities".)

This agreement is without prejudice to the position of the Haida Nation
in any proceeding before a court of law or administrative tribunal
or in negotiations with respect to sovereignty, ownership or title.

This agreement will not diminish the powers, duties
and functions of the Communities

1 RECOGNITION AND AFFIRMATION

1.1 The CHN appreciates the Communities efforts to invest in and
improve the quality of life and stability of the Island Community in
calling for responsible management of the resources of Haida Gwaii.

1.2 The Communities respect the hereditary responsibilities and the
relationship of the Haida people to Haida Gwaii.

1.3 The CHN accepts that the people who called the islands home are
most affected by land use and title disputes and invites the participa
tion of the Communities to represent their interests in talks regarding
conciliation of Crown and Haida title.

1.4 The Communities recognize the co-existence of Crown and
Haida aboriginal title and accept the offer of the CHN to participate
in conciliation talks.

1.5 The Parties will ensure that individuals and Communities will not
be dispossessed of lands, and that any unlawful past dispossession of
lands will be the liability of the Crown.

2 BASIS OF ACCORD

2.1 People seek security for their families and homes.

2.2 It is our intention to work together in common cause for the benefit and betterment of the Island Community.

2.3 The management of land and marine resources over the past 50 years have put the islands in a precarious position.

2.4 Decisions that affect our communities and people have been made by off island regimes that have little or no personal interest in the future of these islands. Decisions that affect the well-being of our communities and these islands should be made by the people who live on island in accordance with the spirit of this agreement.

2.5 The harmonization of Haida and Crown titles need not be divisive or exclusive and can be taken as an opportunity to make things better.

2.6 The CHN and Communities affirm that forestry, fishing, tourism and all other development must be done in a planned and deliberate manner and that a healthy environment is the foundation upon which the future of our cultures, economy and society depend.

2.6.1 The Parties accept, as a standard, and will work together to achieve and maintain the rights afforded in the Canadian Charter of Rights and Freedoms.

3 PURPOSES OF AGREEMENT

3.1 To work together in designing a future that will support a healthy environment and create a sustainable islands economy.

3.2 To initiate a series of discussions regarding the possible outcomes and implications of Haida aboriginal rights and title, strategic land and coastal resource use planning, islands governance, economic development and other related topics described in Section 4.

3.3 All parties signing this document agree to participate in the spirit of respectful co-operation to design a relationship that is meaningful and balanced now and in the future, regardless of future court decisions. The parties further agree to support and promote jointly made decisions as a result of discussions held as outlined in 3.2 above.

4 **AGENDA**

4.1 The CHN and the Communities will design decision-making framework to guide subsequent discussions.

4.2 An initial discussion will be held regarding the implications and possible outcomes of Haida aboriginal rights and title. The Parties will make the community members aware of the differences between the treaty process, aboriginal title and the implication of court decisions; and will

4.3 Investigate and discuss options and design an all island governance model; and

4.4 Discuss areas of interest to the communities and residents related to the reconciliation of Haida and Crown title, such as property rights; and

4.5 Identify and discuss economic development opportunities and needs for future growth including but not limited to:

- Community Forestry
- Access to timber for local mills and manufacturers
- Reestablishment of a local Marine economy
- Tourism

4.6 The Parties will support a strategic land and coastal resource use plan for the islands that incorporates local knowledge with science; and will

4.7 Identify innovative ways to make adjustments and transitions associated with the outcomes of land and marine use planning; and

4.8 Review the management of forest and marine resource industries such as logging, fishing and tourism. This will include establishment of a Haida Gwaii Forest Council to aid in the cooperative development of innovative solutions that will promote sustainable planning and management initiatives; and

4.9 Define infrastructure, social development needs and opportunities and identify their solutions. Examples: education and health care; and

4.10 Address other matters, as the parties deem necessary.

5 **MEETINGS**

5.1 A schedule of meetings will be prepared monthly, quarterly or otherwise as need be, as agreed to by both parties in consultation and consideration of the topics for discussion. All meetings will be public and open.

5.2 An Islands wide symposium or conference will be held once per year so that major subjects can be discussed in a large public forum.

6 **NATURE OF THIS ACCORD**

This accord is a living document, subject to changes identified through community dialogue and agreement.

7 **RATIFICATION**

This accord is ratified by the Haida Nation and the Communities as appropriate to our various organizations and councils.

8 **SIGNATURES** *(original document is signed by the following)*

Guujaaw, President of the Haida Nation

Dale Lore, Mayor, Village of Port Clements

Barry Pages, Mayor, Village of Masset

Witnesses:

Notes:

1) The definition of sustainability as per the ICSI consensus document: "For the present generation to have the use of natural resources, without compromising the same opportunities for future generations.

2) Conciliate means to bring together, assemble, union. To overcome, as distrust or hostility. To render accordant or compatible: reconcile.

3) Harmony. The phrase "in harmony with" is synonymous with "in agreement, conformity or accordance with".



[Covered Bottle]

1980s

by Delores Churchill

PROTOCOL AGREEMENT
BETWEEN
THE COUNCIL OF THE HAIDA NATION
AND
THE SKEENA-QUEEN CHARLOTTE REGIONAL DISTRICT
ELECTORAL AREA D

Protocol Agreement
REVISED DRAFT 2006

BETWEEN: The Council of the Haida Nation (CHN)

AND: The Skeena-Queen Charlotte Regional District Electoral Area D

(Referred to collectively here as the “Communities”.)
Hereafter referred to as the “Parties”.

The people who live on Haida Gwaii have a vested interest in the present and future well-being of the land, waters, and people of Haida Gwaii and that we all seek security for our family and homes.

~~Area D of the SQCRD and~~ the CHN signed this protocol in 2006. The agreement acknowledges that decisions which affect the well-being of communities should be made by people who live on Haida Gwaii.

1 Recognition And Affirmation

1.1 The Parties intend to improve the quality of life and stability of the Island Community through responsible management of the resources of Haida Gwaii.

1.2 The Communities respect the hereditary responsibilities and the relationship of the Haida people to Haida Gwaii.

1.3 The CHN accepts that the people who called the islands home are most affected by land use and title disputes and invites the participation of the Communities to represent their interests in talks regarding conciliation of Crown and Haida aboriginal title.

1.4 The Communities recognize the co - existence of Crown and Haida aboriginal title and accept the offer of the CHN to participate in conciliation talks.

1.5 The Parties will ensure that individuals and communities will not be dispossessed of lands, and that any unlawful acquisitions of the past will be the liability of the Crown.

2 Basis Of Accord

2.1 Decisions that affect our communities and people have been made by off-island regimes that have little or no personal interest in the future of these islands. Decisions that affect the well-being of our communities and these islands should be made by the people who live on island in accordance with the spirit of this agreement.

2.2 The management of land and marine resources over the past 50 years has put the islands in a precarious position.

2.3 The harmonization of Haida aboriginal and Crown titles need not be divisive or exclusive and can be taken as an opportunity to make things better.

2.4 The Parties affirm that forestry, fishing, tourism and all other development must be done in a planned and deliberate manner and that a healthy environment is the foundation upon which the future of our cultures, economy and society depend.

2.5 The Parties accept as a standard the rights afforded in the Canadian Constitution.

2.6 The Parties will work together to combat racism in all its forms.

3 Purposes Of Agreement

3.1 To work together in designing a future that will support a healthy environment and create a sustainable islands economy.

3.2 To initiate a series of discussions regarding the possible outcomes and implications of Haida aboriginal rights and title, strategic land and coastal resource use planning, islands governance, economic development and other related topics described in section 4.

3.3 The Parties signing this document agree to participate in the spirit of respectful co-operation to design a relationship that is meaningful and balanced now and in the future, regardless of future court decisions. The Parties further agree to support and promote jointly made decisions as a result of discussions held as outlined in 3.2 above.

4 Agenda

4.1 The Parties will design decision making framework to guide subsequent discussions.

4.2 An initial discussion will be held regarding the implications and possible outcomes of Haida aboriginal rights and title. The Parties will make the community members aware of the differences between the treaty process, aboriginal title and the implication of court decisions.

4.3 Investigate and discuss options and design an all island governance model.

4.4 Discuss areas of interest to the communities and residents related to the reconciliation of Haida aboriginal and Crown title, such as property rights.

4.5 Identify and discuss economic development opportunities and needs for future growth including but not limited to:

- Community Forestry
- Access to timber for local mills and manufacturers
- Reestablishment of a local Marine economy
- Tourism

4.6 Support a strategic land and coastal resource use plan for the islands that incorporates local knowledge with science.

4.7 Identify innovative ways to make adjustments and transitions associated with the outcomes of land and marine use planning.

4.8 Review the management of forest and marine resource industries such as logging, fishing and tourism. This will include establishment of a Haida Gwaii Forest Council to aid in the cooperative development of innovative solutions that will promote sustainable planning and management initiatives.

4.9 Define infrastructure, social development needs and opportunities and identify their solutions. Examples: education and health care.

4.10 Other matters as the parties deem necessary.

5 Meetings

5.1 A schedule of meetings will be prepared monthly, quarterly or otherwise as need be, as agreed to by the Parties in consultation and consideration of the topics for discussion. All meetings will be public and open.

5.2 An Islands-wide symposium or conference will be held once per year so that major subjects can be discussed in a large public forum.

6 Nature Of This Accord

This accord is a living document, subject to changes identified through community dialogue and agreement.

7 Ratification

This accord is ratified by the Parties as appropriate to our various organizations and Councils.

This agreement is without prejudice to the position of the Parties in any proceeding before a court of law or administrative tribunal or in negotiations with respect to sovereignty, ownership or title.

This agreement will not diminish the existing legal powers, duties, responsibilities and functions of the Parties.

8 Signatures



Guujaaw, President of the Haida Nation



Ian Hetman, Area 'D' Director-SQCRD

Notes:

1) The definition of sustainability as per the ICSI consensus document: "For the present generation to have the use of natural resources, without compromising the same opportunities for future generations."

2) Conciliate means to bring together; assemble, union. To overcome, as distrust or hostility. To render accordant or compatible: reconcile.

3) Harmony. The phrase "in harmony with" is synonymous with "in agreement, conformity or accordance with".



[Woman with Labret]

before 1831

from the McCord Museum of Canadian History, Montreal

THE SIX-POINT AGREEMENT

LETTER FROM WEYERHAEUSER to EMPLOYEES

June 20, 2002

To our Employees,

Re: Queen Charlotte Timberlands; Looking to the Future

On June 18, 2002 representatives from the Haida Nation Forest Workers Association, IWA Camp Committee and Weyerhaeuser, Queen Charlotte Timberlands, met to identify areas of common concern and means of moving forward.

After a lengthy discussion, all groups agreed to the following areas of common ground;

1. The annual cut should be reduced to 600,000 cubic metres until a sustainable harvest level is confirmed through the government sponsored and Haida endorsed Turning Point Initiative. To achieve the interim goal of a reduced cut the Haida and Weyerhaeuser will jointly approach the Provincial Government about the company's contractual obligations to harvest 1.11 million cubic metres.
2. Weyerhaeuser is committed to logging the profile of the forest.
3. A cedar plan will be developed to ensure long-term viability of Haida cultural needs.
4. All parties committed to support maximum employment for Islands' residents within a reduced annual cut.
5. Introduction of additional mechanical harvesting is on hold until further discussion.
6. The parties will endeavor to respect cultural, environmental and economic values in the processes of reconfiguring the forestry operation.

The parties committed to meeting again on or about the 2nd of July to further discuss these issues. All parties committed to working constructively to develop a plan to reconfigure forestry operations that reflects the agreed to areas of common ground within 40 days.

The process will require detailed discussions among all parties and negotiation of terms with the IWA. While we are optimistic, the outcome of these

*This letter signed by Ray
Lorenzo, QCI Division
supervisor of Weyerhaeuser
in 2002, was an agreement
to work with the CHN and
local workers to identify and
resolve the serious concerns
of community sustainability,
high-grading cedar, and the
replacement of workers with
mechanical harvesters.*

talks is uncertain, as all groups are exploring options, related to the above principles, at this point.

We will keep you informed as discussions proceed.

Yours truly,
Weyerhaeuser Company Limited
Queen Charlotte Timberlands Unit

Signed: *Ray Lorenzo, QCI*

A TREATY OF PEACE AND RESPECT
BETWEEN THE HAIDA & HEILTSUK PEOPLES

DRAFT

Draft

A Treaty of Peace and Respect between the Haida and Heiltsuk Peoples

The purpose of this Treaty is to reaffirm the time honoured relationship between the Haida and Heiltsuk peoples and to delineate jurisdictional responsibilities.

This draft treaty is an example of the type the CHN is developing with First Nations up and down the coast.

HISTORIC PEACE TREATY

The Haida and Heiltsuk peoples hereby affirm our commitment and endorsement of Peace and Respect. This agreement reinforces the pre-existing peace treaty made by our forefathers, which was an Oral Treaty declared at a potlatch held in Heiltsuk territory.

TIME HONOURED RELATIONSHIP

We honour and respect the family ties that have been maintained through marriages and the unique genealogy of alliances between our communities.

We honour the cultural relationships among our peoples in peaceful links between the Traditional and Elected leaders of our people.

We acknowledge that we may require access to each other's territories and agree that we will allow permission for that access. We agree that we will establish required protocols for access and will arrive at management policies based on the principles of our traditional laws and the ability of nature to provide.

AGREEMENT ON OCEAN BOUNDARIES

We honour the tradition of our special relationship between our people and agree to the boundary line and coordinates shown on the attached map as it applies to the area of the Ocean.

MUTUAL SUPPORT

We are committed to support each other by sharing our knowledge, expertise, and other means of empowering the continued growth and development of our people in accordance to our traditions.

PROTECTION

We pledge to honour the integrity, customs, rights and responsibilities bestowed upon us by our ancestors so that collectively, we continue to create and maintain a quality of life in our communities and an environment which is safe and secure while meeting and protecting the needs of our future generations.

This Treaty of Peace and Respect is signed in solidarity, unity, and honour for the common good of our people and for the sake of our future generations.

A LETTER TO ALL HOLDERS OF TENURES FOR
FORESTRY, FISHING AND MINING, INCLUDING
SPORTS FISHING LODGES AND
HOLDERS OF TFL'S

October 22, 2002

To: All Holders of Tenures for Forestry, Fishing and Mining, including Sports Fishing Lodges and Holders of TFL's

Tenure Holders:

Re: Council of the Haida Nation, et al v. The Minister of Forests, et al
Court of Appeal Action No. CA027999
Haida Nation v. B.C. and Weyerhaeuser, [2002] BCCA 147; and
Haida Nation v. B.C. and Weyerhaeuser, [2002] BCCA 462

This letter was sent to groups who had received tenure from the Province of BC to operate on Haida Gwaii. The letter was an invitation to a forum to discuss the companies legal standing and explore ways to accommodate their obligations to the Haida Nation.

The Council of the Haida Nation (CHN), invites you to a Notification Forum with the Haida Nation with respect to your ongoing operations and interests in Haida Gwaii. This forum will be held on November 13, 2002 at Skidegate Community Hall, Skidegate, Haida Gwaii. At this time we will discuss two recent decisions of the Court of Appeal and how it might affect your interest.

THE COURT DECISIONS

The CHN brought a judicial review application challenging the decision of the Minister of Forests to replace a Tree Farm Licence ("TFL 39"). The evidence which was placed before the Court showed that the Haida have Aboriginal Rights and Title to Haida Gwaii. Yet the Haida Nation were not consulted nor accommodated when the Province replaced TFL 39 in favour of Weyerhaeuser. The Court decided that the Province and Weyerhaeuser have a legal duty to consult and accommodate the Haida, a duty which should have been fulfilled before the replacement of the TFL. Rather than to quash the tenure at this time, the Court directed the parties to commence good faith negotiations to reach an accommodation, with a Judge of the Supreme Court appointed to assist the parties during the negotiation.

Weyerhaeuser applied for a reconsideration of the duty imposed on it, and a supplementary hearing was held in June, 2002. The Council of Forest Industries, the Business Council of BC, the BC Chamber of Commerce and the BC Cattlemen's Association, all intervened in support of Weyerhaeuser. The Court denied the company's application and reaffirmed the legal duty on the company.

HOW DO THESE DECISIONS AFFECT YOUR COMPANY?

Like Weyerhaeuser, your company has been granted a tenure from the Province which interfaces with Haida Rights and Title. By this letter, the Haida Nation gives notice to your company that the Province has not accommodated Haida Rights and Title, in the context of the tenure you hold. At this forum, the Haida Nation will make available for your review, evidence of our Aboriginal Rights and Title to Haida Gwaii. The meeting will provide an opportunity for the Haida Nation to introduce ourselves to your

company, and for your company to reach a better understanding of your legal standing and what accommodation could be implemented to meet any obligations.

I should also mention that the Haida Nation has given notice to the Province and federal government that this Forum is proceeding. We can discuss the involvement of government representatives at our meeting.

We welcome this opportunity to open the dialogue which we expect will lead to accommodation and conciliation.

A handwritten signature in black ink, appearing to be 'Guujaaw', written over the printed name.

Guujaaw
President, Haida Nation



[Four-Skils Hat]

Made by Primrose Adams, painted by Reg Davidson
from the collection of Ron Reeder and Judy Roan

LETTER TO
HER EXCELLENCY THE RIGHT HONOURABLE
ADRIENNE CLARKSON,
GOVERNOR GENERAL OF CANADA

March 20, 2005

Her Excellency the Right Honourable Adrienne Clarkson,
Governor General of Canada

We respectfully request your attention in the matter of the Honour of the Crown.

The history of the Haida Nation will show that for more than a century we have attempted to resolve the longstanding issues of Title dispute through diplomacy, negotiations, and appeals to your highest Court.

Likewise, we have attempted to resolve the immediate issues of the use and exploitation of the resources of these lands vis-a-vis the Province of British Columbia.

We have also worked diligently with our neighbours to design the conditions which would provide for the well-being of these islands as is necessary for a continuing culture and a sustainable economy.

While Courts have made efforts to compel the Federal and Provincial governments to sit down and resolve these matters through a fair process of reconciliation, British Columbia has responded with attempts to absolve itself of that responsibility.

While we sought legal guidance through the Courts, British Columbia enacted legislation to divest itself of the legal authority and public duty to regulate the forests, and practically eliminated every public mechanism to oversee industrial and environmental accountability. The Province has always put economic interests before the well-being of the land, and continues that pattern.

We note that the Supreme Court of Canada in its wisdom had opted for moral persuasion as the potential solution, and we agree, Honour should lead to the resolutions of this dispute.

On the basis of the moral authority of your office and the sovereign responsibilities vested in you, we formally request your intervention in the delivery of the Honour of the Crown.

Respectfully,

Guujaaw,
President of the Haida Nation



An appeal to the Right Honourable Adrienne Clarkson, Governor General of Canada was sent in March of 2005. It requested that she intervene in the Province of British Columbia's attempts absolve itself of responsibility to the land and to address their interpretation of the court cases that the Haida Nation had won.

STATEMENT OF CLAIM

Action No. L020662
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

The COUNCIL OF THE HAIDA NATION and Guujaaw, suing on his own behalf and on behalf of all members of the HAIDA NATION

PLAINTIFFS

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA and THE ATTORNEY GENERAL OF CANADA

DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff, the Council of the Haida Nation, is the official governing body of the Haida Nation, pursuant to the Constitution of the Haida Nation, and is authorized to and does represent the Haida Nation.
2. The Plaintiff, Guujaaw, is the elected President of the Haida Nation and is authorized pursuant to the Constitution of the Haida Nation to bring this Action.
3. The Plaintiffs, together, represent the Haida Nation, including the Council of Hereditary Chiefs, and bring this Action on behalf of all citizens of the Haida Nation.
4. The Haida Nation are Indigenous Peoples, whose territory relative to Canada's interests is Haida Gwaii, "Islands of the People", also known as the "Queen Charlotte Islands", which includes the land, inland waters, seabed, archipelagic waters, air space, and everything contained thereon and therein comprising Haida Gwaii (hereinafter called "Haida Gwaii"). Haida Gwaii is shown on a map, which is attached as Schedule "A" to the Writ of Summons.
5. Without the consent of the Haida Nation, and contrary to the principles and accepted practices of the British Crown reflected in the Royal Proclamation of 1763, the British Crown claimed Title and the right to colonize Haida Gwaii.

This document is the Statement of Claim which sets out the facts that detail and support the Title Case and the relief sought.

6. The Defendants are the successors to the British Crown.
7. The Defendant, The Attorney General of Canada (“Canada”), is the representative of Her Majesty the Queen in Right of Canada, pursuant to Section 23(1) of the Crown Liability and Proceedings Act, R.S.C. 1985, c. C-50, as amended.
8. The Defendant, Her Majesty the Queen in Right of British Columbia (the “Province”), claims unencumbered Crown Title to Haida Gwaii contrary to Section 109 of the Constitution Act, 1867.
9. Prior to and since 1846, Haida Gwaii was and continues to be occupied and possessed communally by the Haida Nation. Haida Gwaii is the homeland of the Haida Nation and at all material times the connection of the Haida Nation to Haida Gwaii has been of central significance to and the source of the distinctive culture of the Haida Nation.
10. Without limiting the generality of the foregoing, the Haida Nation exclusively occupied Haida Gwaii prior to and at 1846, by:
 - a) the continuance of Haida culture, which is based upon the relationship of Haida People to Haida Gwaii;
 - b) maintaining a spiritual relationship with the beings and the spirit of the earth, the forests, the sea and the sky;
 - c) living within and managing the human use of Haida Gwaii, and utilizing, conserving and protecting the terrestrial and marine ecosystems, to assure the well-being of present and future generations, in accordance with Haida customs, laws and traditions;
 - d) establishing trade relationships with other Indigenous Peoples, agents of nation states, and international trading entities; and
 - e) governing Haida Gwaii through the development and maintenance of institutions and laws related to lands and resources, including laws related to access and trespass.
11. Further, or in the alternative, in spite of the Defendants’ disregard of the prior Title of the Haida Nation, and their efforts to control the resources of Haida Gwaii, the Haida Nation has maintained a substantial connection to Haida Gwaii to the present through:
 - a) continuing the activities and practices set out at paragraphs 10 a) to c) above;
 - b) the exercise of political authority in asserting ownership of Haida Gwaii in dealings with other Indigenous Nations, the Defendants, and persons authorized by the Defendants to engage in industrial and other commercial activities on Haida Gwaii; and
 - c) the maintenance and evolution of political institutions and laws, including the management of lands and the conduct of internal and external affairs.

12. The Haida Nation exercised, and to the extent possible, continues to the present to exercise the following practices, customs and traditions within Haida Gwaii, which were integral to their distinctive society prior to contact with Europeans:
- a) used, harvested, managed and conserved fish and other aquatic species from the sea and the inland waters of Haida Gwaii for cultural, domestic and livelihood purposes;
 - b) used, harvested, managed and conserved trees, including old-growth cedar from the forested areas of Haida Gwaii for cultural, domestic and livelihood purposes;
 - c) developed a culture based upon the relationship of the Haida People to the land and the spirits of Haida Gwaii;
 - d) traded outside of the Haida Nation, fish and other aquatic species harvested from Haida Gwaii, for commercial purposes;
 - e) traded outside of the Haida Nation, material goods manufactured from trees harvested from Haida Gwaii, for commercial purposes; and
 - f) managed and conserved the terrestrial and marine ecosystems, in accordance with their customs, laws and traditions.
13. The Haida Nation has resisted colonization, and has been in an ongoing dispute with the Defendants over ownership and jurisdictional matters, especially matters related to the uses of the land and sea. At the same time, the Haida Nation has been ready, willing, and able to enter into good faith negotiations to reach an agreement for co-existence with the Defendants, particulars of which include the following:
- a) the Haida Nation has formally served notice to the Defendants of the continued existence of Haida Title and Rights to Haida Gwaii, and remained open to seeking appropriate solutions which might harmonize Haida Title and Crown Title; and
 - b) the Haida Nation has entered into the Comprehensive Claims Process and the British Columbia Treaty Process established by the Defendants, and other processes, with a desire to engage in honourable and effective negotiations.
14. No Treaty has ever been concluded between the Crown and the Haida Nation at all, and in particular regarding, inter alia, lands, waters, air-space, resources, governance, or taxation.
15. In the absence of any Treaty with the Haida Nation, and without regard to the Aboriginal Title and Rights of the Haida Nation, the Defendants have unlawfully occupied and exploited the resources of Haida Gwaii, and interfered with the Haida Nation's exercise and evolution of Haida laws, customs and traditions. In so doing, the Defendants have interfered with the culture and livelihood of the Haida Nation.

16. Without limiting the generality of the foregoing, the Province has acted beyond its constitutional powers by assuming the right of exclusive control of Haida Gwaii and issuing exclusive tenures to lands and resources of Haida Gwaii and deriving royalties (stumpage, revenue and taxes) therefrom, without regard to the Aboriginal Title and Rights of the Haida Nation.
17. The Defendants have trespassed and committed nuisance by issuing tenures which interfere with Haida occupation and enjoyment of Haida Gwaii and which have resulted in loss of biological diversity and caused degradation to terrestrial and marine ecosystems of Haida Gwaii. Without limiting the generality of the foregoing, the Defendants have:
 - (a) appropriated for themselves or for their agents, land and resources of Haida Gwaii;
 - (b) granted, replaced or renewed tenures to land and resources of Haida Gwaii to third parties;
 - (c) collected royalties (stumpage, revenues and taxes) derived from the land and resources of Haida Gwaii, and prevented the Haida Nation from receiving benefits derived therefrom;
 - (d) prevented, interfered or attempted to prevent and interfere with members of the Haida Nation accessing, using, harvesting, managing, conserving or protecting Haida Gwaii;
 - (e) permitted the introduction of non-indigenous species of plants and animals to Haida Gwaii; and
 - (f) failed to protect and sustainably manage the resources of Haida Gwaii, and in particular, the old-growth forests, watersheds and monumental cedar.
18. Further, and in the alternative, the Defendants have infringed the Aboriginal Title and Rights of the Haida Nation by denying that the Haida Nation holds Aboriginal Title and Rights to Haida Gwaii and by taking the following steps:
 - a) issued tenures, permits and licences to third parties within Haida Gwaii or otherwise managed and allocated lands, waters and resources of Haida Gwaii, in a manner which has interfered with the exclusive use and occupation of Haida Gwaii by the Haida Nation;
 - b) conveyed land to itself and to third parties without regard to the Aboriginal Title and Rights of the Haida Nation;
 - c) refused to properly consider and accommodate Haida Aboriginal Title and Rights in decisions the Defendants have made concerning the allocation of land and resources of Haida Gwaii;
 - d) passed laws which confer discretion which is not structured to accommodate the Aboriginal Title and Rights of the Haida Nation to land and resources of Haida Gwaii;

- e) prevented, interfered or attempted to prevent and interfere with citizens of the Haida Nation accessing, using, harvesting, managing, conserving or protecting Haida Gwaii, and from receiving benefits derived from Aboriginal Title and Rights;
- f) collected royalties (stumpage, revenue and taxes) from Haida Gwaii; and
- g) failed to protect and sustainably manage the resources of Haida Gwaii, and in particular, the old-growth forests, watersheds and monumental cedar.

19. Without limiting the generality of the foregoing, the Defendants have a constitutional fiduciary duty to consider Haida interests to Haida Gwaii and to consult and accommodate the Aboriginal Title and Rights of the Haida Nation prior to the issuance or renewal of tenures, permits and licences, and with respect to existing tenures, permits and licences for which no proper consultation has occurred prior to their issuance. The Defendants have refused or have failed to conduct good faith negotiations with the Plaintiffs to reach accommodation.

20. As a result of the acts and omissions of the Defendants set out above, the Haida Nation has suffered damages and loss.

WHEREFORE THE PLAINTIFFS CLAIM as follows:

- a) A Declaration that the Haida Nation has Aboriginal Title and Rights to Haida Gwaii, within the meaning of Section 35 of the Constitution Act, 1982.
- b) A Declaration that Crown Title to Haida Gwaii is encumbered within the meaning of Section 109 of the Constitution Act, 1867 by the Aboriginal Title of the Haida Nation.
- c) A Declaration that the Haida Nation is entitled to an Order for damages and compensation for the Defendants' unlawful conduct, as follows:
 - i) compensation for unlawful occupation and appropriation of Haida Gwaii, and for infringement of Aboriginal Title and Rights;
 - ii) damages in trespass for wrongful interference with Aboriginal Title; and
 - iii) damages in nuisance for unlawful interference with the Haida Nation's use and enjoyment of Haida Gwaii and damage to Haida Gwaii.
- d) An Order quantifying the damages and compensation referred to above.
- e) A Declaration that the Defendants have unlawfully collected revenues from Haida Gwaii.

- f) An accounting of all profits, taxes, stumpage dues, royalties and other benefits in connection therewith acquired by the Defendants and/or their servants, agents or contractors in respect of Haida Gwaii.
- g) An Order quashing such forestry, fisheries, mineral and other tenures, permits and licences which have been issued by the Defendants, without accommodation with the Haida Nation, particulars of which will follow.
- h) An Order of ejectment and for recovery of land from the Province for tenures issued by the Province which create ongoing damage and cannot be harmonized with Aboriginal Title of the Haida Nation, particulars of which will follow.
- i) All further and proper declarations, accounts, inquiries, orders and directions to carry out the remedies awarded.
- j) Interlocutory relief.
- k) Pre-judgment and post-judgment interest according to the Court Order Interest Act, and its predecessor legislation.
- l) Costs, including special costs or increased costs.
- m) Such further and other relief as this Honourable Court may deem just.

Place of Trial: Vancouver, B.C.

Dated this 14th day of November, 2002.

Louise Mandell, Q.C.

Joseph Arvay, Q.C.

Terri-Lynn Williams-Davidson

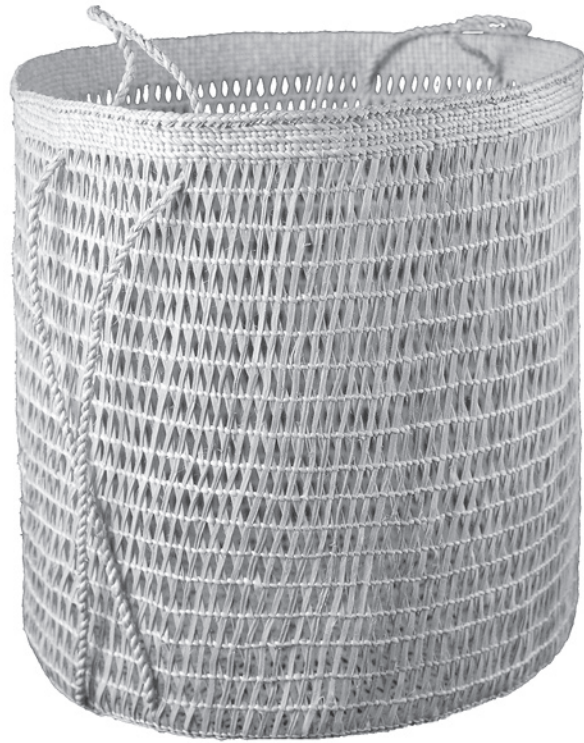
Plaintiff's Address for Delivery:

MANDELL PINDER
Barristers and Solicitors
500 – 1080 Mainland Street
Vancouver, BC V6B 2T4

Tel.: (604) 681-4146

Fax: (604) 681-0959

Louise Mandell, Q.C.



[Clam Basket]

1995

Made by Holly Churchill

from the collection of John and Joyce Price

UNDERSTANDING ARISING FROM
APRIL 22, 2005 DISCUSSIONS
BETWEEN THE
PROVINCE OF BRITISH COLUMBIA
AND THE
COUNCIL OF HAIDA NATION

Understanding Arising from April 22 2005 Discussions Between the Province and the Council of Haida Nation

The Government of British Columbia has put in place Part 13 of the Forest Act protection orders on most of the Haida Land Use Vision (HLUV) Map 1 “Haida Protected Areas” and some of HLUV Map 2 “Cedar Archaeology” areas (attached is the “Part 13 Map” showing the accumulated areas).

The Government Action Regulation (“GAR”) under the Forest and Range Practices Act will be used to protect, for a period of 30 working days beginning the date the GAR order is signed but no later than May __, 2005 (the “30-day Period”), the remaining areas of Map 2 “Cultural Cedar” and “Cedar Archaeology”, as well as the Tlell and Yakoun Lake areas identified on Map 1 and the “Bird Nesting Habitat” areas identified on Map 6 (attached is the “GAR Map” showing all of the GAR areas).

Once the GAR is in place to protect the areas on HLUV Maps 1, 2 and 6, discussions will occur during the 30-day Period to finalize further Part 13 or other legislative protection for these areas.

It is understood that the lands designated, and to be designated, under GAR, Part 13 or other legislative means (the “Protection Measures”), are protected for cultural and ecological purposes. The Parties intend that these Protection Measures and the issues arising will be finalized through the Land Use Plan and further that no amendments or removals of these Protection Measures will be sought prior to their expiry dates except by agreement of the Parties.

It is further understood that lands outside of the Protection Measures will be available as operating lands, pending the outcome of the final Land Use Plan. The operating lands will be managed under a consultation protocol, to be developed by the Parties over the 30-day Period and ensure ongoing referrals on lands outside the Protection Measures are dealt with in a fair and timely manner. The consultation protocol will specifically include information requirements in order to meet referral timelines.

During the 30-day period, the Province will provide to the Haida all the information it has and will work with the licensees to make information available for the activities noted in this Understanding. If the Province is unable to secure this information, the Province will work with the Haida to source or generate the information in alternative ways in a timely manner.

The Parties have agreed that HLUV Map 4 “Riparian Areas” (attached) will be addressed in the land use planning process.

The Parties agree to develop and implement a new approach to land use planning that:

*This Letter of Understanding
between the CHN and the Province of BC was an outcome of the Islands Spirit Rising action. Obviously the timelines have been changed as there are still parts in negotiation today.*

- Builds on the previous work already established by the land use planning process that has occurred on the Islands to date, including the discussions related to Eco-system Based Management;
- Maintains the interests of the Island community and others who have interests on the Islands as integral to the process;
- Connects land and resources to community viability, with the intent to design a sustainable Island economy
- Reaches completion in a timely manner.

Options will be explored by the Parties related to a new approach for reaching a series of broader interim agreements concerning topics such as land, revenue sharing, fishing, economic development, shared decision making and consultation, some of which could involve the treaty process and Federal government participation.

As soon as the Part 13 areas are determined, the Chief Forester will expedite a Timber Supply Review to set an Allowable Annual Cut (AAC) for Haida Gwaii. The Province will work with the Haida to ensure the Timber Supply Review is done in a manner that takes into account Haida interests and is culturally, ecologically and economically sustainable.

The Parties will review options with respect to ending commercial and recreational bear hunting on Haida Gwaii.

During the 30-day Period the Province will place GAR protection on the "Haida Forestry" areas (attached Map 3). During that period the Parties intend to resolve the location, terms and conditions of an area based forest tenure which will be managed in a sustainable manner, to be issued by way of a direct award to an agreed upon Haida legal entity, with an annual volume of up to 120,000m³.

An initial payment of a \$5 million share in resource revenue will be provided by the Province to the Haida upon execution of this Understanding. The Parties intend to develop revenue sharing arrangements that more closely reflect historical and present economic activity on Haida Gwaii. This work will commence within 30 days, with the intention of concluding within 90 days.

Based on this Understanding, and good faith intent by both Parties to implement a new approach to sustainable land and resource management on Haida Gwaii, commercial forestry activity will not be impeded on the Islands or the surrounding waters.

Part 13 - Part 13 can be used to protect land and the designation also removes the area from the Allowable Annual Cut calculation. These areas can be protected for up to 4 years but this time can change if both parties agree.

Maps of the Haida Land Use Vision and the Part 13 designations are available at the Forest Guardians office.

The Parties agree that consultation and accommodation is an ongoing process arising from continuing land and resource use.

The Parties also agree that the accommodations set out in this agreement do not include any obligations or liabilities arising from past infringements of Title and Rights that courts may in the future determine are owed to the Haida nor does it limit treaty or subsequent agreements.

However, both Parties agree that this Understanding will provide a positive foundation for ongoing relations and that when the above actions are concluded to the satisfaction of the Parties, the Province will have also met any accommodation obligations having arisen from the recent Supreme Court of Canada Haida decision and transfer of TFL 39.

The Province understands that legal proceedings between the Haida and Weyerhaeuser may occur.

This Understanding may be amended or terminated by express written agreement of the Parties.

IN WITNESS THEREOF the Parties have executed this Understanding on the 11th day of May, 2005.

SIGNED on behalf of the Council of the Haida Nation
Irene Mills

SIGNED on behalf of Her Majesty the Queen
In Right of the Province of British Columbia

Lorne Brownsey, Deputy Minister, Treaty Negotiations Office

Doug Konkin, Deputy Minister, Ministry of Forests



Soul Catcher *from* Taanuu Ilnagaay

*from the collection National Museum of the American Indian
Smithsonian Institution, Washington DC*

