



**COLLABORATIVE GOVERNANCE AGREEMENT
FOR THE ESTABLISHMENT AND MANAGEMENT OF
MARINE PROTECTED AREAS WITHIN NORTHERN
SHELF BIOREGION MPA NETWORK:
"HAIDA NATION MPA AGREEMENT"**



Haida

Canada 



**COLLABORATIVE GOVERNANCE AGREEMENT
FOR THE ESTABLISHMENT AND MANAGEMENT OF MARINE PROTECTED AREAS
WITHIN NORTHERN SHELF BIOREGION MPA NETWORK: (“NATION MPA AGREEMENT”)**

Dated for Reference June 21, 2024

BETWEEN

Haida Nation, as represented by the Council of Haida Nation

(“Nation”),

HIS MAJESTY THE KING IN RIGHT OF CANADA

as represented by the Minister of Fisheries, Oceans and the Canadian Coast Guard for the purposes of the Department of Fisheries and Oceans (“**DFO**”), and the Minister of the Environment for the purposes of Environment and Climate Change Canada (“**ECCC**”) and the Parks Canada Agency (“**PCA**”)

(“Canada”)

AND

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

as represented by the Minister of Water, Land and Resource Stewardship (“**WLRS**”), and the Minister of Environment and Climate Change Strategy (“**MECCS**”)

(“British Columbia”)

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

WHEREAS:

- A. The Nation holds Aboriginal rights, including the inherent right of self-government and self-determination, that are grounded in the Nation's laws, legal systems, customs, and traditions, and which include governance and stewardship responsibilities that connect to past, present, and future generations. The existing Aboriginal and Treaty rights of Indigenous Peoples are recognized and affirmed in section 35(1) of the *Constitution Act, 1982*;
- B. The Nation has an inextricable relationship with its territory, including the marine areas and species, which is informed by its laws, legal systems, values, customs, and ethics, and is integral to the Nation's food, culture, language, and way of life;
- C. Canada and British Columbia are committed to respecting the Aboriginal and Treaty rights of Indigenous Peoples, including their inherent rights;
- D. In November 2019, British Columbia enacted the *Declaration on the Rights of Indigenous Peoples Act* (the **Declaration Act**) to create a path forward for British Columbia that respects the human rights of Indigenous Peoples, including the Nation, and implements the *United Nations Declaration on the Rights of Indigenous Peoples* (**UNDRIP**);
- E. On June 21, 2021, Canada enacted the *United Nations Declaration on the Rights of Indigenous Peoples Act* (**UNDA**) whose purpose is to affirm UNDRIP as an international human rights instrument that can help interpret and apply Canadian law. *UNDA* also provides a framework to advance implementation of UNDRIP;
- F. In February 2023, Canada, British Columbia, the Nation and the other NSB Network Nations endorsed the Network Action Plan that provides an approach to establish a network of Marine Protected Areas in the Northern Shelf Bioregion, including proposed Network Goals and Design Elements, and identifies areas proposed for protection as MPAs. The MPA Network recommended in the Network Action Plan was designed to achieve six Network goals, with objectives that include contributing to the conservation of species and habitats significant to First Nations, including the Nation, and coastal communities, including those important for cultural use and food security;
- G. The MPAs and the MPA Network recommended in the Network Action Plan provide an important contribution to the Kunming – Montreal Global Biodiversity Framework Targets and to Canada's and British Columbia's commitments to protecting 25% of Canada's oceans by 2025 and 30% by 2030;
- H. The Parties recognize the importance of working cooperatively on a Nation to Nation and Government to Government basis in the Establishment and Management of MPAs and the advancement and implementation of the MPA Network in accordance with their respective jurisdictions, laws, policies, and customs;
- I. Canada and British Columbia recognize that Indigenous self-government is part of Canada's evolving system of cooperative federalism and a distinct order of government; and

- J. The Parties intend to implement the Collaborative Governance of the MPAs through this Nation MPA Agreement, together with the MPA Network Agreement, in a manner consistent with UNDRIP, *UNDA*, the *Declaration Act* and the *Constitution Act, 1982*.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 Capitalized terms in this Nation MPA Agreement, including the Recitals and Schedules have the following meaning:
- a) **“Agreement”** or **“Nation MPA Agreement”** means this agreement, including the Schedules, as may be amended from time to time by written agreement of all the Parties;
 - b) **“Collaborative Governance”** means Nation to Nation, Government to Government processes and structures described in this Agreement, that support Consensus recommendations and decision making, and the authorities, responsibilities, laws and jurisdictions of Canada, British Columbia and the Nation being exercised collaboratively, to support the Establishment and Management of the MPAs;
 - c) **“Collaborative Governance Outcomes”** means the outcomes in the Collaborative Governance of the MPAs set out in section 5 of this Agreement;
 - d) **“Consensus”** means that, although all Parties may not support every aspect, they have reached an agreement that satisfies their major interests and addresses their significant concerns to the extent that all can support it;
 - e) **“Conservation Objectives”** means the ecological and cultural conservation objectives for a MPA informed by those recommended in the Network Action Plan, as they may evolve through the implementation of this Agreement;
 - f) **“Conservation Pathways”** means the anticipated milestones and targeted timelines related to a proposed MPA identified at the date of execution of this Agreement and attached as Schedule 2 of this Agreement, and as updated from time to time by agreement of the Parties;
 - g) **“Decision Makers”** means the officials or their delegates of the Nation, of British Columbia, and of the Minister of the Environment, in the capacity as Minister responsible for Environment and Climate Change Canada and the Parks Canada Agency, and of the Minister of Fisheries, Oceans and the Canadian Coast Guard for Canada, each of whom has the authority to make decisions relating to a MPA or the MPA Network in accordance with their respective jurisdictions, laws, policies, or customs;

- h) **“Ecosystem Based Management”** means an adaptive approach to managing human activities that seeks to ensure the coexistence of healthy, fully functioning ecosystems and human communities. The intent is to maintain those spatial and temporal characteristics of ecosystems such that component species and ecological processes can be sustained, and human well-being supported and improved;
- i) **“Establishment”** means advancing, planning, feasibility, design, and designation of a MPA;
- j) **“Establishment Agreement”** means a Collaborative Governance agreement reached between the Nation, Canada, and/or British Columbia, which may include one or more NSB Network Nations or other nations, related to the Establishment of one or more MPAs within the MPA Network;
- k) **“Existing Sites”** means the sites already Established by one or more Party, some of which were identified in the Network Action Plan, which are recognized for their ecological contribution to the MPA Network, but are only subject to this Agreement once added to Schedule 1 pursuant to sections 3.2 and 3.3;
- l) **“GBS PFP Closing Agreement”** means the agreement between the NSB Network Nations, Canada, British Columbia and Coast Funds dated for reference June 21, 2024, related to the Great Bear Sea Project Finance for Permanence;
- m) **“Great Bear Sea Project Finance for Permanence” or “GBS PFP”** means the initiative described in the GBS PFP Closing Agreement;
- n) **“Management”** includes the on-going implementation, coordination, operations, stewardship, and monitoring of a MPA;
- o) **“Management Board” or “Board”** means a Collaborative Governance board or other body of Management Representatives created by the Parties which may include one or more other NSB Network Nation for a MPA through any Establishment Agreement or other written agreement;
- p) **“Management Direction”** means any direction, statement, measure, MPA Management Plan, or other document, developed and approved by the Parties under this Agreement that provides official direction for the Management of a MPA;
- q) **“Management Representatives”** means the representatives appointed by each Party as described in section 6.1 and includes the Parties’ representatives on any single or multi-Nation Management Board or other arrangement for the Collaborative Governance of the MPAs;

- r) **“Marine Protected Area” or “MPA”** means a clearly defined geographical space recognized, dedicated, and managed through legal or other effective means to achieve the long-term conservation of nature with associated ecosystem services and cultural values, and for the purposes of this Agreement means:
- i) The proposed sites within Category 1, one or more Category 2 zones, and Category 3 areas, as those categories are described in the Network Action Plan, as listed in Schedule 1 of this Agreement; and
 - ii) Any additional site, including an Existing Site, only when added to Schedule 1 of this Agreement pursuant to section 3.2;
- s) **“MPA Management Plan”** means a Management plan for a MPA that outlines the vision and direction for the MPA and could include, as appropriate, such things as Management priorities, actions to accomplish them, indicators to test whether the purposes of the MPA, the Site Design, Network Goals and Design Elements relevant to that MPA are being achieved, and a timeline by which the Parties will strive to implement these actions;
- t) **“MPA Network” or “Network”** means the collection of individual MPAs that operate cooperatively and synergistically at various spatial scales, and with a range of protection levels, in order to fulfill ecological aims more effectively and comprehensively than individual sites could alone, and for the purposes of this Agreement is the network of MPAs initially described and recommended in the Network Action Plan, as that network may evolve through work completed under this Agreement, other NSB Network Nation MPA Agreements, the MPA Network Agreement, and any Establishment Agreements;
- u) **“MPA Network Agreement”** means the Collaborative Governance Agreement for the MPA Network dated for reference June 21, 2024, between the NSB Network Nations, Canada and British Columbia providing for the Collaborative Governance of the MPA Network as may be amended from time to time;
- v) **“MPA Network Monitoring Framework”** means the framework for monitoring and evaluating the MPA Network developed by the Parties and the NSB Network Nations as approved by the Network Committee under the MPA Network Agreement;
- w) **“Network Action Plan”** means the Network Action Plan for the MPA Network in the Northern Shelf Bioregion endorsed by the Parties and other NSB Network Nations in February 2023;

- x) **“Network Committee”** means the committee established under the MPA Network Agreement;
- y) **“Network Design Elements”** means the components that inform MPA Network design including Network objectives, zone-specific Conservation Objectives, conservation priorities, and design guidelines, as described in the Network Action Plan, and as evolved from time to time under the MPA Network Agreement;
- z) **“Network Goals”** means the goals set out in the Network Action Plan;
- aa) **“Network Scale”** means those polices, management actions, monitoring and other activities that support the MPA Network’s Goals and Network Design Elements under the MPA Network Agreement, including those identified in Schedule 3;
- bb) **“NSB Network Nation”** means an Indigenous Nation who is a party to the MPA Network Agreement;
- cc) **“Northern Shelf Bioregion”** or **“NSB”** means the coastal and marine area, also referred to as the Great Bear Sea, identified in the map attached as schedule 5 to the MPA Network Agreement;
- dd) **“Permit or Authorization”** means any authorizing instrument of any Party, including a lease, license, tenure, or permit, for access or use in a MPA, including any resource within a MPA;
- ee) **“Precautionary Approach”** means an approach to decision making that involves being cautious when scientific information is uncertain, and not using the absence of scientific certainty as a reason to postpone or fail to take action to avoid serious harm to the environment;
- ff) **“Schedules”** means the following schedules, which form part of this Agreement, and any other schedules the Parties agree in writing to attach to this Agreement from time to time:
 - i) **Schedule 1:** List of Category 1 sites, Category 2 zones, and Category 3 areas, as those categories are described in the Network Action Plan, relevant to this Agreement, as updated and replaced pursuant to section 3.2;
 - ii) **Schedule 2:** Conservation Pathways; and
 - iii) **Schedule 3:** General Description of Network and Site Scale activities;
- gg) **“Site Design”** means the boundaries, Conservation Objectives and conservation measures specific to a MPA; and

- hh) “**Site Scale**” means work conducted under this Nation Agreement and/or any Establishment Agreement related to a specific MPA, including that which is identified in Schedule 3.

2. INTERPRETATION

2.1 The Parties agree that this Agreement:

- a) is made without prejudice to the positions taken by any of the Parties with respect to Aboriginal rights or title, Treaty rights or Crown rights or title;
- b) does not define, determine, create, recognize, deny, amend, extinguish, abrogate, or derogate from any rights of the Nation, including any Aboriginal rights or title, or Treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;
- c) does not define the existence, nature, or scope of Aboriginal or Treaty rights of the Nation, or Crown rights or title;
- d) does not diminish, modify, discharge, or displace the Crown’s constitutional obligations to the Nation, including the duty to consult and accommodate;
- e) is not a land claims agreement or Treaty within the meaning of section 25 or section 35 of the *Constitution Act, 1982*;
- f) does not oblige any Party to act in a manner inconsistent with their constitutional or lawful jurisdiction or authority, including their laws, customs, and traditions;
- g) does not alter or affect the legal status of lands and resources or the existing authorities of the Parties with respect to lands, resources, and governance; and
- h) does not affect, create, or unlawfully interfere with any constitutional or lawful authority or fetter the decision-making authorities or discretion of any Party.

2.2 Neither this Agreement, nor any acts performed in connection with it, are to be used, construed, or relied on by anyone as evidence, acceptance or admission of the existence, nature, scope or content of any Treaty or Aboriginal rights or title and Crown rights or title.

2.3 Nothing in this Agreement limits, or affects the lawful jurisdiction, authority, or responsibilities of any Party or obliges a Party to act in a manner inconsistent with their lawful jurisdictions, laws, authorities, responsibilities, or rights.

2.4 While this Agreement and Consensus recommendations and actions taken under it will inform Decision Makers, this Agreement is not to be interpreted or

implemented in a manner that would unlawfully interfere with or fetter the decision-making authorities of any Party. For greater certainty, the Parties agree that, if necessary, the processes described in this Agreement will be adapted to prevent any potential unlawful interference or fettering of a Decision Maker.

- 2.5 For greater certainty, it is understood that as it relates to Canada, this Agreement only applies to the exercise of authorities and responsibilities of the Minister of Fisheries, Oceans and the Canadian Coast Guard and the Minister of the Environment as Minister responsible for Environment and Climate Change Canada and the Parks Canada Agency, and their respective departments.
- 2.6 For greater certainty, it is understood that in implementing this Agreement, the Parties retain, and can only act within the scope of their respective authorities and jurisdictions.
- 2.7 Any boundaries or geographic areas used for the MPAs under this Agreement are not intended to define, create, recognize, deny, or amend any of the rights of any Nation, including Aboriginal title or rights or Treaty rights, within the meaning of section 35 of the *Constitution Act, 1982*.
- 2.8 The Parties acknowledge that work under this Agreement may inform, contribute to, or by written agreement fulfill, the Crown's duty to consult the Nation on matters related to the Establishment and Management of a MPA.
- 2.9 Without limiting the generality of section 2.1, participation and reaching Consensus with other NSB Network Nations or other First Nations, in the Establishment or Management of a MPA or the advancement or implementation of the MPA Network does not define, create, recognize, deny, or amend any title, rights or responsibilities of a Party.
- 2.10 This Agreement, including the negotiations leading up to its creation and its implementation, shall not be construed as an admission of fact or liability and is without prejudice to any legal positions which have been or may be taken by any Party in any court proceeding or any other forum, or the negotiation of a Treaty among some or all the Parties.
- 2.11 The Parties to this Agreement who have entered into a framework agreement under the British Columbia Treaty Commission process and who are committed to Treaty negotiations, intend that this Agreement will not derogate from their Treaty negotiations.
- 2.12 The Parties to this Agreement who are in active negotiations with Canada or the Province under processes other than the British Columbia Treaty Commission process and who are committed to those negotiations, intend that this Agreement will not derogate from those negotiations.

- 2.13 For greater certainty, and without limiting the generality of sections 2.1, 2.11 and 2.12, this Agreement does not prevent, change, add or derogate from any current or future negotiations, discussions, arrangements, or agreements between: a. Canada and the Nation; b. British Columbia and the Nation; c. Canada and British Columbia; or d. the Nation and other NSB Network Nations.
- 2.14 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 2.15 Except as the Parties may agree in writing, this Agreement will not limit any position any Party may take in future negotiations or legal proceedings.
- 2.16 The word “including” means “including but not limited to” and “include” means “include but are not limited to”. When following any general statement or term the word including is not to be construed to limit the general statement or term to the specific items listed immediately after the general statement or term. The general statement or term is to be construed to refer to all other items that could reasonably fall within a broad scope of the general statement or term.
- 2.17 Words importing the singular include the plural and words importing the plural include the singular, and all references to gender include the female and male as the context requires.
- 2.18 Nothing in this Agreement affects the ability of the Parties to take action within its lawful authority to respond to any emergency. In circumstances where an emergency arises that prevents a Party’s ability to meet the commitments set out in this Agreement, that Party will provide written notice to the other Parties as soon as practicable outlining the circumstances and the action taken to respond to the emergency. Where possible, a Party will provide notice of the emergency prior to taking action within a MPA.
- 2.19 This Agreement is legally binding with the exception that meeting the targeted timelines, the use of a particular designation tool, and achieving the anticipated milestones set out in Schedule 2 are not legally enforceable obligations.

3. PURPOSE AND SCOPE

- 3.1 This Agreement provides the Collaborative Governance commitments, structures, and processes through which the Parties will strive to reach Consensus in the:
- a) Establishment of the Category 1 MPAs;
 - b) identification of proposed sites for MPAs comprised of one or more Category 2 Zones, and their Establishment;
 - c) identification of proposed new sites within Category 3 Areas, and their Establishment;

d) identification of Existing Sites, including enhanced or expanded sites, to become MPAs under this Agreement; and

e) Management of Established MPAs;

all as listed in Schedule 1 as amended from time to time by the Parties.

3.2 Schedule 1 will be amended by written agreement of the Parties when:

a) a proposed site is designated as a MPA by the relevant Parties;

b) the proposed boundaries, Conservation Objectives, and designation tools of a proposed MPA site within one or more Category 2 Zones have been identified;

c) the proposed boundaries, Conservation Objectives, and designation tools of a proposed MPA site within a Category 3 Area, including the enhancement or expansion of Existing Sites with any relevant proposed transition related to an Existing Site, have been identified; and

d) any additional sites or MPAs are added by agreement of the Parties to this Agreement, including when a MPA is Established or when the relevant Parties have agreed that an Existing Site will be subject to Collaborative Governance under this Agreement.

3.3 For greater certainty, Existing Sites require agreement of the relevant Parties before being added to this Agreement pursuant to section 3.2, and may require additional steps, such as further discussions and transition plans prior to their inclusion.

3.4 Collaborative Governance under this Agreement to Establish and Manage the MPAs supports the Parties' mutual commitments to advance and apply Ecosystem Based Management within the Northern Shelf Bioregion.

4. COLLABORATIVE GOVERNANCE PRINCIPLES

4.1 Collaborative Governance of the Establishment and Management of the MPAs in Schedule 1 by the Parties under this Agreement will be guided by the following:

a) the MPA's Site Design and Network Goals and Design Elements support conservation and sustainability of marine ecosystems and resources using Ecosystem Based Management and the Precautionary Approach;

b) the Nation's perspectives on the cultural significance, spiritual affiliation and past, present, and future importance and reliance on the marine ecosystems within each MPA;

c) each Party has tools that may contribute to the designation and protection of a MPA;

- d) respect for distinctions among the NSB Network Nations;
 - e) respect for the Nation's section 35(1) Aboriginal or Treaty rights, including supporting the Nation's ongoing relationship to the marine spaces within the MPAs;
 - f) recognition that after conservation, harvesting for food, social and ceremonial purposes has top priority over other uses of the resource;
 - g) solutions will be found by acknowledging and respecting the rights, responsibilities, and authorities of each of the Parties; and
 - h) efficiencies will be created by the Parties working together with other NSB Network Nations at the Network Scale and wherever possible at the Site Scale.
- 4.2 In addition to the principles set out in section 4.1 above, Canada will be guided by Canada's 2017 *Principles Respecting the Government of Canada's Relationship with Indigenous Peoples*.
- 4.3 In addition to the principles set out in section 4.1 above, British Columbia will be guided by British Columbia's 2018 Draft Principles Respecting the Government of British Columbia's Relationship with Indigenous Peoples.

5. COLLABORATIVE GOVERNANCE OUTCOMES

- 5.1 When implementing this Agreement, the Parties will strive to achieve the following Collaborative Governance Outcomes:
- a) **Facilitating Reconciliation:** Advancing and implementing the MPAs in a manner consistent with UNDRIP, *UNDA*, the *Declaration Act*, and the *Constitution Act, 1982*;
 - b) **Conservation and Protection:** Utilizing the best available conservation tools and Management Directions to achieve the Site Design of the MPAs;
 - c) **Best available information:** Indigenous Knowledge, scientific information, and best practices are being incorporated and integrated into the Collaborative Governance and Management of the MPAs;
 - d) **MPA Network Performance:** To the extent possible, the MPAs are supporting the MPA Network Goals and Design Elements;
 - e) **Good governance:** Clear, predictable structures, processes, and accountability that leads to efficient and timely advancement of Consensus recommendations and decisions that support the Establishment and Management of the MPAs; and

- f) **Engagement:** Meaningful engagement and information sharing with the Nation's members and community, local governments, stakeholders, and the public during MPA Establishment and Management to enable the provision of input and promote better understanding, appreciation, and stewardship of the MPAs and the MPA Network.

6. COLLABORATIVE GOVERNANCE: STRUCTURE AND RESPONSIBILITIES

- 6.1 The Parties will each appoint Management Representatives to support efficient and effective Collaborative Governance for the Establishment and Management of the MPAs under this Agreement.
- 6.2 The Parties' Management Representatives may establish or utilize working groups or technical teams, including standing technical committees, to support Collaborative Governance under this Agreement, including the use of subject matter experts, external advisors, and other participants.
- 6.3 The Parties acknowledge that there may be instances in which bilateral Collaborative Governance between the Nation and Canada and between the Nation and British Columbia may enable efficiencies when implementing this Agreement.
- 6.4 Where possible, the Parties will use multi-nation Management Boards, committees, and other arrangements to undertake Collaborative Governance for the Establishment and Management of specific MPAs with other NSB Network Nations. The Parties recognize that reaching Consensus with other NSB Network Nations related to the Establishment and Management of a MPA creates efficiencies when implementing this Agreement and may be integral to the timeliness and success of proceeding with the Establishment and Management of a MPA and the advancement and implementation of the MPA Network.
- 6.5 Unless specifically agreed by the Parties in writing, this Agreement does not replace or undermine the commitments or processes between the Parties under other agreements. The Parties will promote efficiencies and synergies with other NSB Network Nation Agreements, the MPA Network Agreement, agreements related to Existing Sites, any Establishment Agreements, and other related Collaborative Governance agreements between the Parties on marine, land, and resources in the NSB.
- 6.6 The Nation's leadership with the support of Council of the Haida Nation's Marine Planning Program will oversee the implementation of this Agreement on behalf of the Nation.
- 6.7 Except as described in section 6.9, DFO will coordinate the implementation of this Agreement on behalf of Canada and will engage other relevant departments and agencies of the Government of Canada where appropriate.

- 6.8 Except as described in section 6.9, WLRS will coordinate implementation of this Agreement on behalf of British Columbia and will engage other relevant ministries and agencies of British where appropriate.
- 6.9 The lead department, agency, or ministry of Canada or British Columbia for a specific MPA will be responsible for the implementation of this Agreement related to the Establishment and Management of that MPA, including identifying their Management Representatives and negotiating Establishment Agreements.
- 6.10 The development and execution of any Establishment Agreement that includes the Parties to this Agreement may, by agreement of the parties to that agreement, replace in whole or in part this Agreement as it relates to that MPA.
- 6.11 Each Party will ensure that their respective Management Representatives and Decision Makers have the necessary authority to carry out their responsibilities under this Agreement.

7. COLLABORATIVE GOVERNANCE: APPROACH

- 7.1 Collaborative Governance in the Establishment and Management of a MPA by the Parties is intended to support and advance the specific MPA Site Design, including:
- a) identifying appropriate designation, legislative and regulatory tools, for Establishment of the MPA;
 - b) identifying relevant Network Goals and Design Elements; and
 - c) coordinating with relevant Decision Makers, or other authorities and agencies, as required to advance the MPA Site Design and Network Goals and Design Elements, including as it relates to proposed prohibitions or restrictions on activities that impact or are incompatible with the MPA Site Design.
- 7.2 Without limiting the generality of the foregoing, the Parties acknowledge the site-specific commitments they have made in section 9.1 of the MPA Network Agreement.
- 7.3 The Parties acknowledge that Establishment and Management of the MPAs may require multiple legal, legislative, or regulatory tools, and coordination and engagement with authorities responsible for those tools.
- 7.4 When agreed, the Management Representatives, or Decision Makers will facilitate the identification of appropriate forums to bring strategic or policy issues for further discussion, including engaging the Network Committee, for guidance on how to proceed when strategic and policy issues arise in the Establishment or Management of a MPA.

- 7.5 As needed for the Establishment and Management of a specific MPA, the work of the Management Representatives includes:

MPA Establishment:

- a) Strive to make Consensus recommendations to their respective Decision Makers on matters related to MPA Establishment including:
 - i) the identification and Establishment of proposed MPAs within Category 1, Category 2 Zones and Category 3 Areas as those categories are described in the Network Action Plan;
 - ii) relevant proposed Site Design and prohibited uses and activities therein, feasibility, designation tools, and options, including how such MPA contributes to relevant Network Goals and Design Elements;
 - iii) the final design and legal designation tool for a MPA, in accordance with each Party's relevant jurisdictions, laws, authorities, and customs including any relevant legislative and/or regulatory requirements;
 - iv) the development and finalization of any Establishment Agreement;
 - v) the development of annual or multiyear workplans for Establishment; and
 - vi) consistent with principles in the Conservation Plan attached as schedule 4 to the MPA Network Agreement, the development and implementation of interim conservation measures to provide protection to the MPAs while the Establishment process is completed.

MPA Management:

- b) Strive to make Consensus recommendations to their respective Decision Makers, and Consensus decisions within the authority of the Management Representatives as appropriate, on matters related to MPA Management, including:
 - i) the development and implementation of MPA Management Plans and all other Management Directions;
 - ii) the development of agreements related to joint enforcement and compliance monitoring;
 - iii) a process for the preparation and review of a MPA Management Plan for approval by the Parties' Decision Makers;

- iv) uses and activities within a MPA which may impact (positive or negative) the Site Designs, Management Directions or Management;
 - v) how to address strategic and site-specific policy issues related to MPA Management;
 - vi) priorities and collaborative research, inventory, and monitoring activities;
 - vii) signage, publications, outreach materials or other communications developed for a MPA;
 - viii) the development of annual or multiyear workplans and budgets for Management; and
 - ix) research and monitoring to understand and assess MPA performance and the effectiveness of MPA Management Plan and Directions, including implementation of the MPA Network Monitoring Framework.
- c) Further to section 7.5(b) (i) and as described in section 6.4, the Parties will develop one MPA Management Plan or consistent Management Directions for each MPA, developed collaboratively by the relevant Parties, including other NSB Network Nations.
- d) The Parties will work collaboratively to explore opportunities for designating or delegating Nation representatives to carry out the compliance and enforcement activities or authorities of Canada or BC.
- e) Subject to sections 7.5(f) and (g), and where the Parties agree, the Management Representatives may make recommendations to relevant Decision Makers or other authorities for their consideration in relation to the issuance, replacement, or renewal of Permits or Authorizations when activities authorized by such Permits or Authorizations may impact (positive or negative) the Site Design or Management of a MPA.
- f) Unless agreed by the relevant Parties, any decision that may ensue in relation to Permits and Authorizations described in section 7.5(e) by the relevant Decision Makers or other authorities will be made under their own processes and are not subject to this Agreement.
- g) Recommendations in relation to Permits or Authorizations referred to in section 7.5(e) do not apply to the individual issuance of Permits or Authorizations for activities allowed under any relevant MPA designation tool, Site Design or Management. For greater certainty, this provision does not prevent the Parties by agreement from making recommendations

related to how an authorized use or activity may or may not be conducted within a MPA.

- h) Nothing in sections 7.5(e) to (g) restrict or otherwise apply to the Nation's choice or ability to directly engage or consult with or strive to reach collaborative outcomes outside this Agreement with Decision Makers or other authorities in relation to the issuance, replacement or renewal of any Permit or Authorization.

7.6 The work of the Parties under this Agreement will be guided by the anticipated milestones and targeted timelines set out in the Conservation Pathways attached as Schedule 2.

7.7 The Parties recognize that as work progresses on the Site Design of a MPA, the identified tools for designation, the anticipated milestones and the targeted timelines in Schedule 2 may change, and, as new proposed MPAs are added to Schedule 1, additional anticipated milestones and targeted timelines will need to be added. The Parties will, by agreement, amend or replace Schedule 2.

8. FOOD, SOCIAL AND CEREMONIAL HARVESTING

8.1 The Parties acknowledge that in reaching this Agreement, the Nations are not agreeing to restrictions on harvesting for food, social and ceremonial purposes in a MPA and that this Agreement does not constitute justification for any infringement on the Nation's exercise of their rights, including the right to harvest for food, social and ceremonial purposes.

8.2 In the Collaborative Governance related to the Establishment and Management of the MPAs under this Agreement, if restrictions on food, social and ceremonial harvesting are contemplated in a MPA for conservation reasons, the Management Representatives will, to the extent possible, strive to develop Consensus recommendations on measures that, consistent with legal obligations, avoid or minimally impair the exercise of food, social and ceremonial harvesting while still meeting the MPA's Conservation Objectives. In doing so, the Parties will identify issues of concern and, as required, collect, and share relevant information to support their work to reach such Consensus recommendations.

8.3 Where Consensus recommendations can not be reached under section 8.2, the Management Representatives will exchange written rationale of the conservation concerns and the proposed measures to avoid or minimally impair food, social and ceremonial harvesting to address the conservation concerns, and why these impacts can not be avoided. For further certainty, the Parties will rely on the Issue Resolution, and where applicable the Dispute Resolution, processes in accordance with Section 10 and 11.

8.4 For greater certainty, discussions on fisheries allocations will not take place through the Establishment and Management of a MPA under this Agreement.

9. COLLABORATIVE GOVERNANCE: REACHING CONSENSUS

- 9.1 The Parties will work together and strive, in a constructive and co-operative manner, to achieve Consensus in the Collaborative Governance of the MPAs when making decisions and Consensus recommendations to the Parties' Decision Makers in a timely and efficient manner.
- 9.2 Each Party's Decision Maker will consider Consensus recommendations of the Management Representatives, and if approved by the Parties' Decision Makers, the Consensus recommendations will be implemented by the Parties in a manner consistent with their respective authorities, jurisdictions, laws, customs, traditions, responsibilities, and existing agreements.
- 9.3 The Parties' Decision Makers will review Consensus recommendations of the Management Representatives, and wherever possible make decisions consistent with Consensus recommendations.
- 9.4 In the Collaborative Governance under this Agreement, the Parties will consider, though are not limited to, the following:
- a) any applicable laws or policies, or customs of the Parties, including Crown and Indigenous Laws;
 - b) any Party's legal responsibilities to other First Nations and stakeholders, including under Treaties, agreements, and other arrangements;
 - c) any applicable international obligations of Canada; and
 - d) how the proposed recommendation or decision is consistent with and supports the Collaborative Governance Principles set out in sections 4.1 to 4.3 and the Collaborative Governance Outcomes in section 5.1.

10. ISSUE RESOLUTION

- 10.1 When Management Representatives are unable to reach Consensus recommendations or Consensus decisions under this Agreement in a timely manner, they will refer, in a timely manner, the matters to the Parties' Decision Makers or their delegate for assistance, direction, or decision. The Parties' Decision Makers or their delegate may by agreement refer the matter for assistance to the Network Committee pursuant to section 12.4 of the MPA Network Agreement or use the assistance of a non-binding third party facilitator or mediator.
- 10.2 A reference to the Parties' Decision Makers pursuant to section 10.1 will include a detailed report setting out a description of the issue, the interests and rationale of the Management Representatives, potential options for resolution identified to date, and suggested steps and timelines to resolve the issue.

- 10.3 Before referring a matter to the Parties' Decision Makers pursuant to section 10.1, the Management Representatives may use the services of a non-binding third party facilitator or mediator to assist them in reaching Consensus, failing which, the Management Representatives will produce the report referenced in section 10.2.

11. DISPUTE RESOLUTION

- 11.1 When the Parties' Management Representatives provide a Consensus recommendation to the Parties' Decision Makers, and any Decision Maker does not agree, that Decision Maker must within 90 days of the recommendation, or such other timeline agreed upon by the Parties, provide to the other Parties' Decision Makers written rationale for their disagreement, including how the matters in section 9.4 have been considered and any other consideration taken into account.
- 11.2 Upon receiving the written rationale described in section 11.1, and before any Party makes a decision, and subject to section 11.4, the Parties' Decision Makers or their delegates will meet as soon as possible, and no later than 45 days after the written rationale has been provided or such other timeline agreed upon by the Parties, and engage in good faith discussions and negotiations in an attempt to reach a mutually acceptable resolution in a timely manner, including relying where appropriate on the options set out in sections 10.3 and 11.3.
- 11.3 If difficulty in reaching Consensus under this Agreement arises because NSB Network Nations are not able to reach agreement with each other, the Parties may by agreement appoint a non-binding third party facilitator or mediator to assist in the resolution of the issue in an efficient and timely manner or refer to their Party's Decision Makers or their delegates.
- 11.4 If the Parties' Decision Makers are unable to reach Consensus in a timely manner on matters referred to them in sections 10.1 or 11.1, or if in the opinion of a Party's Decision Maker a meeting as required by section 11.2 fetters their discretion, is inconsistent with statutory requirements or procedural fairness, or if Consensus has not been reached by the Parties' Decision Makers under sections 10.1, 11.2, or 11.3 in a timely manner, a Party's Decision Maker may:
- a) make decisions or act within their lawful authority, and where practicable, they will give prior notice of the action to the other Parties' Decision Makers; and
 - b) as soon as practicable, provide written reasons to the other Parties' Decision Makers outlining the circumstances and the action taken and a detailed explanation as to how the matters in section 9.4 have been considered and any other considerations that Decision Maker has relied upon.
- 11.5 For greater certainty, nothing in this Agreement precludes any Party from pursuing legal or other remedies, using any legally available processes including in a court of competent jurisdiction.

12. OTHER FIRST NATIONS

- 12.1 The Parties or their Management Representatives may, by mutual agreement, invite representatives from other NSB Network Nations and other First Nations to participate in working discussions occurring under this Agreement.
- 12.2 This Agreement does not impact or affect Canada's or British Columbia's obligations to non-signatory First Nations. To meet their respective legal obligations and uphold principles of transparency and the Honour of the Crown, and subject to the confidentiality described in section 15.2 of this Agreement, Canada and British Columbia will, as required, consult other First Nations on MPA Establishment and Management, including other NSB Network Nations. Subject to confidentiality requirements resulting from those consultations, issues arising from those consultations with implications for the implementation of this Agreement will be shared and discussed with Parties' Management Representatives.

13. STAKEHOLDER AND PUBLIC ENGAGEMENT

- 13.1 While respecting any Party's legal obligations, the Parties will work collaboratively where possible to advance engagement with the Nation's members and community, local governments, stakeholders and the public to obtain their input in the Establishment and Management of the MPAs. For some Parties this may include the use of advisory stakeholder committees or inviting senior representatives of local governments or key stakeholders to participate in working discussions with the Management Representatives.

14. FINANCIAL SUPPORT

- 14.1 The GBS PFP Closing Agreement describes the financial resources and approach that support the Nation's work under this Agreement.
- 14.2 Nothing in this Agreement will prevent the Nation from participating in any funding, program, initiative, or arrangement offered by Canada or British Columbia for which the Nation may be eligible.
- 14.3 The relevant Parties will share in the cost of dispute resolutions and all Parties will share in the cost of the periodic reviews completed under this Agreement described in section 16.2.
- 14.4 Notwithstanding any other provisions in this Agreement, any funding by Canada to support the implementation of this Agreement, including the Establishment and Management of MPAs and the advancement of the MPA network, is subject to yearly appropriation of the necessary funds by Parliament and securing any necessary policy authorities.
- 14.5 Notwithstanding any other provisions in this Agreement, any funding by British Columbia to support the implementation of the Agreement is subject to British

Columbia's funding mandates, policies, programs and directives, there being sufficient monies in an appropriation of funds by the Provincial Legislature, and Treasury Board not having controlled or limited the expenditure.

15. INFORMATION SHARING

- 15.1 Each Party will support the implementation of this Agreement by sharing with other Parties relevant information and knowledge, and will, at the time the information is shared:
- a) assist the other Parties in understanding the information;
 - b) confirm in writing any restrictions on the current and future use of the information; and
 - c) confirm in writing whether the information is confidential.
- 15.2 Subject only to applicable law, the Parties will maintain the confidentiality of information identified as confidential pursuant to section 15.1 (c).
- 15.3 No Party will use information shared by another Party under this Agreement other than to further the purpose of this Agreement, which purpose includes stakeholder and public engagement, unless such use has been prior approved by the Party who has provided the information.
- 15.4 Section 15.2 and 15.3 does not apply to information that is already publicly available or to information jointly created by the Parties under this Agreement.
- 15.5 The Parties will, as needed, develop, and use data sharing and communication protocols to assist in the sharing of information in section 15.1 and to assist the Parties in the disclosure to the public of information collaboratively developed under this Agreement.

16. AMENDMENTS AND PERIODIC REVIEW

- 16.1 This Agreement, including its Schedules, may be amended, or replaced from time to time only by written agreement of all the Parties.
- 16.2 The Parties will review this Agreement, every ten years, including the progress made towards the achievement of the Collaborative Governance Outcomes and the Network Goals and Design Elements using the metrics provided by the Network Committee under section 17.3 of the MPA Network Agreement.
- 16.3 In a review year, the Management Representatives will provide a report to the Parties by June 30th including any Consensus recommendations, and the Parties will complete the review by December 15th.

17. TERM AND TERMINATION

- 17.1 This Agreement will take effect once each Party has obtained their necessary authorizations and signed the Agreement and will remain in effect unless terminated by agreement in writing of all Parties. Notwithstanding sections 17.2 - 17.9, the Parties may by written agreement terminate this Agreement at any time as it relates to a specific Party, or a MPA, or in its entirety.
- 17.2 Any Party may terminate their participation in this Agreement as it relates to a MPA or in its entirety by providing twelve (12) months advance written notice to the other Parties, setting out the reasons for the termination and the date on which the termination takes effect. On serving such written notice, all Parties will make reasonable efforts prior to the date on which the termination takes effect to resolve the reasons for the termination, including where agreed by the Parties engaging in the dispute resolution mechanisms identified in section 11.3.
- 17.3 If a Party has not withdrawn its notice to terminate its participation in this Agreement pursuant to section 17.2 after the efforts made under section 17.2 and terminates its participation in accordance with the written notice, the remaining Parties will meet to discuss the implications of that termination, and the continued implementation of this Agreement.
- 17.4 In the event a Party has not complied with one or more of the terms and conditions of this Agreement, the Party alleging such default will give the other Parties written notice of the alleged default. The alleged defaulting Party will have sixty (60) days to remedy the default following receipt of the written notice or provide written notice to the other Parties that it disputes that a default has occurred. If the default has not been remedied within sixty (60) days of the notice of the alleged default, or if the alleged defaulting Party provides notice disputing the default, the Parties will within thirty (30) days submit the matter to the Parties' Decision Makers as an alleged default dispute. A reference to the Parties' Decision Makers pursuant to this section will include a detailed report setting out a description of the alleged default.
- 17.5 Upon receipt of an alleged default report under section 17.4, the Parties' Decision Makers will identify the services of a non-binding third party mediator to assist them in resolving the alleged default, including assisting the relevant Parties in establishing the required process. The relevant Parties will make reasonable efforts to resolve the alleged dispute.
- 17.6 In the event that an alleged default as described in section 17.4, has not been resolved to the satisfaction of all relevant Parties within ninety (90) days of the matter being referred to the Parties Decision Makers, a Party may proceed to terminate its agreement to a MPA being part of this Agreement, or may terminate its participation in this Agreement entirely, pursuant to section 17.7 of this Agreement.

- 17.7 If an alleged default has not been resolved under sections 17.4 – 17.6, then a Party may terminate its agreement to a specific MPA listed in Schedule 1 being part of this Agreement, or may terminate its participation in this Agreement entirely, by providing four (4) months advance written notice to the other Parties, setting out the reasons for the termination and the date on which the termination takes effect. During that four (4) month notice period the Parties will determine if there are any further steps that may be taken to resolve the reasons for the termination.
- 17.8 If a Party has not withdrawn its notice to terminate after the efforts made under section 17.7 and terminates its agreement to a MPA listed in Schedule 1 being part of this Agreement, then that MPA will no longer be governed by this Agreement. If a Party has not withdrawn its notice to terminate after the efforts made under section 17.7 and terminates its participation in this Agreement, the remaining Parties will meet to discuss the implications of that termination, and the continued implementation of this Agreement.
- 17.9 For greater certainty, termination of the participation of British Columbia under this Agreement pursuant to sections 17.3 or 17.8 does not terminate the participation of Canada and the Nation in this Agreement. Termination of the participation of Canada under this Agreement pursuant to sections 17.3 or 17.8 does not terminate the participation of British Columbia and the Nation in this Agreement.

18. GENERAL PROVISIONS

- 18.1 If any provision of this Agreement is declared invalid or unenforceable under any applicable law by a court of competent jurisdiction, that provision is deemed to be severed from this Agreement and the remainder of this Agreement continues in full force and effect.
- 18.2 If a provision of this Agreement is severed pursuant to section 18.1, the Parties will make reasonable efforts to negotiate a replacement for that provision that is consistent with the spirit and intent of this Agreement.
- 18.3 Except as otherwise provided in this Agreement, any notice, direction, request, or document required or permitted to be given by any Party to any other Party under this Agreement will be in writing and deemed to have been sufficiently given if signed by or on behalf of the Party giving notice and delivered in person or transmitted by email or courier to the other Parties address as shown below:
- a) Council of Haida Nation: 1 Reservoir Road, Skidegate, BC V0T 1S1
 - b) Canada: Regional Director, Ecosystem Management Branch
Fisheries and Oceans Canada
200-401 Burrard Street
Vancouver BC V6C 3S4
DFO.OceansPacific-OceansPacifique.MPO@dfompo.gc.ca

c) British Columbia: Executive Director
 Ministry of Water, Land and Resource Stewardship
 Coastal Marine Stewardship Branch
 2975 JUTLAND RD 4TH FLR
 PO BOX 9329 STN PROV GOVT
 VICTORIA BC V8W 9N3
 LWRS.CoastMarine@gov.bc.ca

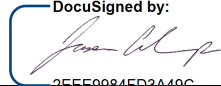
- 18.4 Each Party will execute and deliver further documents and assurances as may be necessary to properly carry out this Agreement.
- 18.5 Time is of the essence in this Agreement.
- 18.6 This Agreement may be signed in one or more counterparts, each counterpart may be transmitted by courier, hand, or email and each will constitute an original instrument and such counterparts, taken together, will constitute one and the same document.

Each Party has executed this Nation MPA Agreement as of the day reflected below:

ON BEHALF OF THE NATION:

Counsel of the Haida Nation by its authorized signatory

Dated: June 18, 2024

DocuSigned by:

 2EEEE0084FD3A40C...

Gaagwiis Jason Alsop, President

ON BEHALF OF CANADA:

On behalf of His Majesty the King in Right of Canada as represented by the Minister of Fisheries, Oceans and the Canadian Coast Guard for the purposes of the Department of Fisheries and Oceans

Dated: June 21, 2024



The Honourable Diane Lebouthillier

On behalf of His Majesty the King in Right of Canada as represented by the Minister of the Environment for the purposes of Environment and Climate Change Canada and Parks Canada

Dated: June 20, 2024



The Honourable Steven Guilbeault

ON BEHALF OF BRITISH COLUMBIA:

On behalf of His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Water, Land and Resource Stewardship

Dated: June 19, 2024



The Honourable Nathan Cullen

On behalf of His Majesty the King in Right of the Province of British Columbia as represented by Environment and Climate Change Strategy

Dated: June 19, 2024



The Honourable George Heyman

**SCHEDULE 1:
List of Category 1 sites, Category 2 zones, and Category 3 Areas**

Category 1 sites / Proposed MPAs

Nearshore Haida Gwaii Marine National Wildlife Area
Offshore Haida Gwaii Oceans Act MPA
Skidegate Inlet and Masset Inlet Wildlife Management Area
Skidegate Inlet Marine Refuge
Masset Inlet Marine Refuge

Category 2 zones

Dogfish Bank Group Zones 437, 439
Queen Charlotte Sound Group Zones 510, 511

Category 3 areas

N/A

SCHEDULE 2
Conservation Pathways

Category 1 sites / Proposed MPAs:

Nearshore Haida Gwaii Marine National Wildlife Area

Anticipated Milestones	Targeted Timeline
Announcement of candidate National Wildlife Area	2023
Draft Regulatory Strategy	2025
Regulatory Strategy Complete	2026
Interim Protections – Alignment with MPA protection standards to extend possible	2025 for approval, implementation in 2026
Site Establishment Agreement finalized	TBD, if decided as valuable and required by CHN
Marine NWA establishment under Canada Wildlife Act	2028
MPA Management Plan	2032

Note: The Haida Nation has previously designated majority of the sites in the Network Action Plan's Nearshore Haida Gwaii profile as Haida Heritage Sites. All remaining sites within the Nearshore Haida Gwaii profile will be designated under Haida Authority prior to or by 2028.

Offshore Haida Gwaii Oceans Act Marine Protected Area

Anticipated Milestones	Targeted Timeline
Announcement of AOI	2023
Interim Protections - Alignment with MPA protection standards to extent possible	2025
Draft Regulatory Intent	2025
Regulatory Intent complete	2026
Haida Heritage Site Designation	Prior to, or by 2028
MPA established under the Oceans Act	2028
MPA Management Plan Complete	2032

Skidegate and Masset Inlet Wildlife Management Area

Anticipated Milestones	Targeted Timeline
Recommendation package complete	October 2024
WMA established	December 2024
MPA Management Plan Approval	March 2025
Ongoing Management	Ongoing

Skidegate Inlet Marine Refuge

Anticipated Milestones	Targeted Timeline
Site Identification	2023
Fisheries closures or mitigation in place	2025
Ministerial decision on marine refuge designation	2025
Site Management	2030

Masset Inlet Marine Refuge

Anticipated Milestones	Targeted Timeline
Site Identification	2023
Fisheries closures or mitigation in place	2025
Ministerial decision on marine refuge designation	2025
Site Management	2030

Category 2 zones:

Dogfish Bank Group - Zones: 437, 439

Queen Charlotte Sound Group - Zones: 510, 511

As described in the NAP, Category 2 applies to zones (comprised of zones, or aggregates of zones) in which sites are recommended for implementation by 2030. Additional details for these sites are still to be developed.

Once Consensus on the proposed boundaries, Conservation Objectives and designation tools of a proposed MPA site comprised of one or more Category 2 Zones has been reached, then by agreement Schedule 1 would be updated listing that site as a proposed MPA, and the Parties' Anticipated Milestones and Targeted Timelines related to the Establishment of that MPA would be added by agreement to this Conservation Pathway.

Anticipated Milestones	Targeted Timeline
Tool selection	2025
Complete establishment pathway	2025

SCHEDULE 3
General description of Network and Site Scale activities.

Activities	MPA Site	MPA Network
Site governance		
• Site Establishment	X	
• Site Management, including Management Plan development and implementation	X	
• Site level recommendations/ decision making	X	
• Monitoring, compliance and enforcement	X	
• Integration and coordination of the site within the MPA Network	X	
• Dispute resolution at Site Scale	X	
Network governance		
• Assessment and coordination of achievement of Network Goals and Objectives		X
• MPA Network integration and coordination		X
• Policy development to support MPA Network effectiveness		X
• MPA Network research, monitoring, and reporting		X
• Dispute resolution at MPA Network Scale		X
Strategic Planning and adaptive management	X	X
Financing		
• Negotiating and managing site forecasting budgets	X	
• Coordinating MPA Network forecasting		X
Local Government, Stakeholder and Public engagement and communications	X	X