

**MARINE PLANNING PARTNERSHIP FOR THE NORTH PACIFIC COAST
SUPPORT PROJECT MEMORANDUM OF UNDERSTANDING**

Between:

The GOVERNMENT OF BRITISH COLUMBIA, as represented by the Ministry of
Forests, Lands and Natural Resource Operations ("FLNRO")

And:

FIRST NATIONS OF THE PACIFIC COAST, as represented by Coastal First Nations –
Great Bear Initiative, the North Coast – Skeena First Nations Stewardship Society and the
Nanwakolas Council (the "First Nations")

And:

TIDES CANADA INITIATIVES SOCIETY ("Tides Canada")

WHEREAS:

- A. FLNRO has a mandate for advancing provincial interests through integrated oceans management that maximizes the benefits of the marine resources and associated terrestrial resources, for the benefit of all British Columbians.
- B. The First Nations have a mandate on behalf of their member First Nations to coordinate and develop an integrated marine use planning process to support individual community plans as well as integrated plans at the larger ocean and coastal management scales that maximize benefits of marine resources and areas while preserving ecological integrity, economies and the well being of coastal people.
- C. The Marine Planning Partnership for the North Pacific Coast ("MaPP") is a process through which marine planning for the coastal and marine areas of the North Coast, Central Coast and Northern Vancouver Island of British Columbia will take place. Objectives of the MaPP are to develop sub-regional marine plans and a broader regional planning document in the interest of arriving at the best decisions regarding the planning and management of coastal and marine ecosystems and activities.

- D. In November, 2011, a Letter of Intent (LOI) *to collaborate on Coastal and Marine Planning in the North Pacific Coast* was signed by the First Nations and the Province of BC. The "LOI" confirms the intentions of the parties to work towards developing marine planning products for the North Pacific Coast of British Columbia.
- E. Tides Canada is a registered Canadian charity which funds and supports activities that foster a healthy environment and a just Canadian society.
- F. Tides Canada is supportive of the MaPP and desires to work with the parties within the marine planning process to assist them to achieve the intended outcomes of the MaPP.
- G. The Province of British Columbia and the First Nations seek to supplement existing resources through the establishment of the MaPP Support Project.
- H. The parties are desirous of working together to further the MaPP's objectives.

Therefore, the parties have reached the following understanding:

1. Purpose

- 1.1 The purpose of this MOU is to describe how Tides Canada may work collaboratively with FLNRO, and the First Nations within the marine planning process to assist them in achieving the objectives of the MaPP.

2. Responsibilities of Tides Canada

- 2.1 Tides Canada will establish a project called the Marine Planning Partnership for the North Pacific Coast Support Project (the "MaPP Support Project") to carry out specific activities as identified by the parties herein to support the MaPP, including facilitating funding for these activities.
- 2.2 Tides Canada will manage the MaPP Support Project in accordance with the requirements set out in Section 4.

3. Responsibilities of the MaPP Marine Working Group

- 3.1 FLNRO and the First Nations have formed a Marine Working Group (the "Working Group") under the LOI which provides strategic direction and executive oversight to the MaPP.
- 3.2 FLNRO and the First Nations all have members on the Working Group, and for the purposes of this MOU will work collaboratively through the Working Group.

- 3.3 The Working Group has established an agreed upon work plan attached as Appendix "A" that outlines proposed outcomes, outputs, activities and completion dates for the MaPP (the "MaPP Work Plan") for Tides Canada to conduct or support through the MaPP in accordance with Section 4.
- 3.4 The MaPP Work Plan may be amended by the Working Group from time to time. The Working Group will notify Tides Canada of any amendments to the MaPP Work Plan.
- 3.5 In participating in collaborative arrangements pertaining to the MaPP Work Plan and the MaPP Support Project, the members of the Working Group will be guided by:
- (i) the applicable mandates, policies, and legislation, in addition to any other agreed criteria developed by the Working Group; and,
 - (ii) the criteria specified in section 3.6.
- 3.6 In identifying activities in the MaPP Work Plan for Tides Canada to conduct or support through the MaPP Support Project in accordance with Section 4, the Working Group will use the following criteria that seek to ensure that all arrangements pertaining to the MaPP Work Plan and the MaPP Support Project:
- a) support the MaPP effectively;
 - b) align with MaPP's governance arrangements, goals and objectives;
 - c) do not unfairly advantage any interest, sector or organization within the planning process;
 - d) do not result in the sale of goods or services between the parties; and,
 - e) are transparent.

4. MaPP Support Project

- 4.1 Upon receipt of the MaPP Work Plan, Tides Canada will conduct or support specific activities through the MaPP Support Project as identified and directed by the Working Group.
- 4.2 MaPP Support Project activities conducted or supported by Tides Canada will:
- a) fall within one or more of the following categories:
 - i) stakeholder engagement;

- ii) information gathering, research and scientific and technical studies relevant to the MaPP marine planning process (including support to the Science Advisory Committee); and,
 - iii) hiring staff and/or engaging contractors and/or providing funds for these purposes to undertake technical and administrative work for the MaPP;
- b) be directed only to the activities that the Working Group has identified in the MaPP Work Plan; and,
 - c) be managed by Tides Canada in accordance with its obligations as a registered charity.
- 4.3 Any resources that Tides Canada provides in support of the MaPP Support Project will be subject to Tides Canada having funds available from supporting donors.

5. Reporting

- 5.1 The parties intend, within 30 days of signing this MOU, to develop reporting mechanisms and processes to amend the MaPP Work Plan. Reporting mechanisms may include:
- a) monthly financial statements to be provided by Tides Canada to the Working Group;
 - b) detailed annual narrative and financial reports and a final narrative and financial report to be developed collaboratively by the Working Group and Tides Canada; and
 - c) annual summary statements of all funding that Tides Canada has provided in support of MaPP.

6. Commencement and Cancellation

- 6.1 The parties intend this MOU to continue from its commencement until December 31, 2013. This MOU will commence on the date of the last signature.
- 6.2 This MOU may be amended or extended at any time by agreement in writing signed by all parties.
- 6.3 Additional parties may be added to this MOU at any time with the consent, in writing, of all parties and the acknowledgement of such new party of its support of the spirit and intent of this MOU.

6.4 If any of the parties wish to withdraw from this MOU, that party will provide 30 days' notice in writing to each of the other parties.

7. Communications

- 7.1 The parties intend that any public announcement or public acknowledgement of MaPP activities on communications materials, including online/internet based material, will indicate, when appropriate, that funding support was provided by the MaPP Support Project of Tides Canada.
- 7.2 The parties intend to make the MaPP Work Plan final products that have been approved by the Working Group publicly available, subject to provincial access to information and privacy legislation.

8. Conflict Resolution

- 8.1 Any party to this MOU may identify matters under this MOU or its implementation that the reporting party thinks needs clarification by providing written notice to all other parties.
- 8.2 Upon receipt of written notice by a party under Section 8.1, the parties will attempt to resolve the matter.

9. No Legal Effect

- 9.1 This MOU is not intended to create a legally binding agreement, and is not intended to be relied upon by the parties as creating any legal rights or obligations.

10. Counterparts

- 10.1 This MOU may be signed by the parties by separate counterparts.

For the GOVERNMENT OF BRITISH COLUMBIA

original signed by

Doug Konkin
Deputy Minister

NOV 28 2011

Date:

Ministry of Forests, Lands and Natural Resource Operations

For the **FIRST NATIONS OF THE PACIFIC COAST**

original signed by

NOV 17 2011

Art Sterritt
Executive Director
Coastal First Nations, as directed by:

Date:

Heiltsuk Nation
Council of the Haida Nation
Old Massett Village Council
Haisla First Nation – Kitamaat Village
Gitga’at First Nation – Hartley Bay
Metlakatla First Nation - Metlakatla

Kitasoo/Xaixais First Nation
Skidegate Band Council
Wuikinuxv Nation
Nuxalk Nation

original signed by

NOV 18 2011

G. Les Clayton
Executive Director
North Coast-Skeena First Nations Stewardship Society, as directed by:

Date:

Gitga’at First Nation – Hartley Bay
Gitxaala First Nation – Kitkatla
Haisla First Nation – Kitamaat Village
Metlakatla First Nation – Metlakatla
Kitsunkalum First Nation – Kitsumlakum
Kitselas First Nation

original signed by

NOV 22 2011

R. Mervyn Child
Executive Director
Nanwakolas Council Society, as directed by:

Date:

Kwakiutl First Nation

Mamalilikulla-Qwe'Qwa'Sot'Em First Nation
'Namgis First Nation
Tlowitsis First Nation
Da'naxda'xw Awaetlatla First Nation
Gwa'sala-'Nakwaxda'xw First Nation
Kwiakah First Nation
K'omoks First Nation

For TIDES CANADA INITIATIVES SOCIETY

original signed by

Ross McMillan
President and CEO
Tides Canada Initiatives Society

NOV 28 2011

Date: _____

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