

**MARINE PLAN PARTNERSHIP FOR THE NORTH PACIFIC COAST
IMPLEMENTATION FUNDING SUPPORT PROJECT
MEMORANDUM OF UNDERSTANDING**

Between:

PROVINCE 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
Society – Great Bear Initiative, North Coast – Skeena First Nations Stewardship Society,
Central Coast Indigenous Resource Alliance Society, Council of the Haida Nation and
the Nanwakolas Council Society (the “First Nation Partners”)

And:

TIDES CANADA INITIATIVES SOCIETY (“Tides Canada”)

Collectively referred to as “the Parties”

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 all British Columbians.
- B. First Nation Partners have a mandate to implement marine use plans in order to protect the marine environment and provide benefits from marine resources and areas while preserving ecological integrity, economies and the well-being of coastal people.
- C. The Marine Plan Partnership for the North Pacific Coast (“MaPP”) is a joint initiative of the First Nation Partners and FLNRO which developed a regional action framework and four sub-regional marine plans in the marine areas of North Vancouver Island, Central Coast, North Coast and Haida Gwaii of British Columbia.
- D. First Nation Partners and FLNRO now intend to jointly implement the regional action framework and four sub-regional marine plans in the interest of arriving at the best decisions regarding the management of coastal and marine ecosystems and activities.

- E. In November, 2011, a *Letter of Intent to Collaborate on Coastal and Marine Planning in the Pacific North Coast* (the “LOI”) was signed by the First Nation Partners and the Province of British Columbia. The LOI confirmed the intentions of the parties to work towards developing marine planning products for the North Pacific Coast of British Columbia.
- F. Tides Canada is a registered Canadian charity which funds and supports activities that foster a healthy environment and a just Canadian society.
- G. FLNRO and the First Nation Partners wish to collaborate with Tides Canada to achieve certain outcomes of the MaPP implementation process by establishing the MaPP Implementation Funding Support Project (the “MaPP Implementation Funding Support Project”). Tides Canada’s role will be to facilitate, administer and report on funding for the MaPP Implementation Funding Support Project.

Therefore, the parties have reached the following understanding:

1. Purpose

- 1.1 The purpose of this MOU is to describe how FLNRO and the First Nation Partners may work collaboratively with Tides Canada to advance MaPP implementation.

2. Responsibilities of Tides Canada

- 2.1 Tides Canada will establish a project called the Marine Plan Partnership for the North Pacific Coast Implementation Funding Support Project (the “MaPP Implementation Funding Support Project”) to carry out specific activities as identified by the parties herein to support MaPP implementation.
- 2.2 Tides Canada will administer the MaPP Implementation Funding Support Project in accordance with the requirements set out in Section 4.

3. Responsibilities of the MaPP Marine Working Group

- 3.1 FLNRO and First Nation Partners have formed a MaPP 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 Nation Partners 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 key projected outcomes attached as Appendix “A” that outline the anticipated activities and timeframes for MaPP implementation (the “MaPP Projected Outcomes”) for Tides Canada to conduct or support through the MaPP in accordance with Section 4.
- 3.4 The MaPP Projected Outcomes may be amended by the Working Group from time to time, including through the development of detailed work plans for MaPP plan implementation. The Working Group will notify Tides Canada of any amendments to the MaPP Projected Outcomes.
- 3.5 In participating in collaborative arrangements pertaining to the MaPP Projected Outcomes and the MaPP Implementation Funding Support Project, the members of the Working Group will be guided by:
- a) the applicable mandates, policies, and legislation, in addition to any other agreed criteria developed by the Working Group; and,
 - b) the criteria specified in section 3.6.
- 3.6 In identifying activities in the MaPP Projected Outcomes for Tides Canada to conduct or support through the MaPP Implementation Funding 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 Projected Outcomes and the MaPP Funding Support Project:
- a) effectively support MaPP implementation;
 - b) align with MaPP structures, goals and objectives, and the approved marine plans;
 - c) do not unfairly advantage any interest, sector or organization within the MaPP implementation process;
 - d) do not result in the sale of goods or services between the parties; and,
 - e) are transparent.

4. MaPP Implementation Funding Support Project

- 4.1 Upon receipt of the MaPP Projected Outcomes from the Working Group, Tides Canada will conduct or support those specific activities, as identified and directed by the Working Group, through the MaPP Implementation Funding Support Project.

- 4.2 MaPP Implementation Funding Support Project activities will:
- a) be directed only to the activities that the Working Group has identified in the MaPP Projected Outcomes. These may include, but are not limited to, one or more of the following categories:
 - i) priority implementation activities relevant to the implementation of the sub-regional marine plans and/or regional actions, as jointly determined by FLNRO and relevant First Nation Partners;
 - ii) communications, outreach and stakeholder and public engagement; and
 - iii) hiring staff and/or engaging contractors and/or providing funds for these purposes to undertake technical and administrative work for the MaPP; and,
 - b) be administered 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 Implementation Funding Support Project will be subject to the availability to Tides Canada of funds.
- 4.4 Tides Canada will apply a portion of its funds committed for the MaPP Implementation Funding Support Project to the cost of administering the MaPP Implementation Funding Support Project as evidenced in the detailed work plans developed under the MaPP Projected Outcomes.

5. Reporting

- 5.1 The parties intend to employ reporting mechanisms and processes for the MaPP Projected Outcomes which 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 implementation.

6. Commencement and Cancellation

- 6.1 The parties intend this MOU to continue from its commencement until December 31, 2015, or the earlier establishment of a MaPP Qualified Donee. 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 This MOU may be cancelled on 30 days' notice by agreement in writing signed by FLNRO and First Nation Partners and delivered to Tides Canada.
- 6.4 This MOU may be cancelled on 30 days' notice by advice in writing signed by Tides Canada and delivered to FLNRO and First Nation Partners.
- 6.5 The parties acknowledge that on cancellation of this MOU, any funds in the MaPP Implementation Funding Support Project may only be granted by Tides Canada to one or more qualified donees within the meaning of the Income Tax Act of Canada.
- 6.6 Additional parties may be added to this MOU at any time with the consent, in writing, of all parties, which consent will not be unreasonably withheld, and the acknowledgement of such new party of its support of the spirit and intent of this MOU.
- 6.7 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.

6A. MaPP Qualified Donee

- 6A.1 The Working Group may establish a stand-alone legal entity to achieve certain future outcomes of the MaPP implementation process (the "MaPP Qualified Donee").
- 6A.2 If Tides Canada is satisfied, in its sole discretion while acting reasonably, that FLNRO and the First Nation Partners have provided evidence that the MaPP Qualified Donee:
 - a) is a "qualified donee" under the Income Tax Act (Canada); and
 - b) has a governance structure in place that would enable effective and transparent management of the MaPP Implementation,then

- c) the parties will confirm in writing that this MOU is cancelled and of no further effect;
- d) Tides Canada will transfer the MaPP administrative activities to the MaPP Qualified Donee; and
- e) Tides Canada will grant any remaining funding to the MaPP Qualified Donee.

7. Communications

- 7.1 The parties intend that any public announcement or public acknowledgement of MaPP implementation activities on communications materials, including online/internet based material, will indicate, when appropriate, that funding support was provided by the MaPP Implementation Funding Support Project of Tides Canada.
- 7.2 The MaPP Working Group will approve final Projected Outcome products for public release, 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 PROVINCE OF BRITISH COLUMBIA

ORIGINAL SIGNED BY

Tim Sheldan
Deputy Minister
Ministry of Forests, Lands and Natural Resource Operations

Date: 27-Mar-2015

For the FIRST NATION PARTNERS OF THE NORTH PACIFIC COAST

ORIGINAL SIGNED BY

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

Date: 25-Mar-2015

Heiltsuk Nation
Council of the Haida Nation
Old Massett Village Council
Nuxalk Nation
Gitga'at First Nation – Hartley Bay
Metlakatla First Nation - Metlakatla

Kitasoo/Xai'Xais First Nation
Skidegate Band Council
Wuikinuxv Nation

ORIGINAL SIGNED BY

Robert Grodecki
Executive Director

Date: 26-Mar-2015

North Coast-Skeena First Nations Stewardship Society, as directed by:

Gitga'at First Nation – Hartley Bay
Gitxaala First Nation – Kitkatla
Metlakatla First Nation – Metlakatla
Kitsumkalum First Nation – Kitsumlakum
Kitselas First Nation
Haisla First Nation – Kitamaat Village

ORIGINAL SIGNED BY

R. Mervyn Child
Executive Director

Date: 24-Mar-2015

Nanwakolas Council Society, as directed by:

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

ORIGINAL SIGNED BY

Trevor Russ
Vice President of Haida Nation
as directed by:

Date: 25-Mar-15

Council of the Haida Nation
Old Massett Village Council

Skidegate Band Council

ORIGINAL SIGNED BY

Doug Neasloss
First Nation Governance Committee Representative
Central Coast Indigenous Resource Alliance Society
as directed by:

Date: 25-Mar-2015

Heiltsuk Nation
Nuxalk Nation

Kitasoo/Xai'Xais First Nation
Wuikinuxv Nation

For TIDES CANADA INITIATIVES SOCIETY

ORIGINAL SIGNED BY

Ross McMillan
President and CEO
Tides Canada Initiatives Society

Date: 23-Mar-2015