



# GREAT BEAR SEA PROJECT FINANCE FOR PERMANENCE CLOSING AGREEMENT



Haida



Gitga'at



Gitxaala



Haisla



Kitselas



Kitsumkalum



Metlakatla



Heiltsuk



Kitasoo Xai'xais



Nuxalk



Wuikinuxv



Da'naxda'xw



K'ómoks



Kwiaakah



Mamalilikulla



Tlowitsis



Wei Wai Kum



**COAST  
FUNDS**

# GREAT BEAR SEA PROJECT FINANCE FOR PERMANENCE CLOSING AGREEMENT

Dated for Reference: June 21, 2024

## BETWEEN

**HAIDA NATION,**  
as represented by the Council of the Haida Nation  
**GITGA'AT FIRST NATION,**  
as represented by their Chief and Council  
**GITXAALA NATION,**  
as represented by their Chief and Council  
**HAISLA NATION,**  
as represented by their Chief and Council  
**KITSELAS FIRST NATION,**  
as represented by their Chief and Council  
**KITSUMKALUM INDIAN BAND,**  
as represented by their Chief and Council  
**METLAKATLA FIRST NATION,**  
as represented by their Chief and Council  
**HEILTSUK NATION,**  
as represented by their Chief and Council  
**KITASOO XAI'XAIS NATION,**  
as represented by their Chief and Council  
**NUXALK NATION,**  
as represented by their Chief and Council  
**WUIKINUXV NATION,**  
as represented by their Chief and Council  
**DA'NAXDA'XW-AWAETLALA,**  
as represented by their Chief and Council  
**K'OMOKS FIRST NATION,**  
as represented by their Chief and Council  
**KWIAKAH FIRST NATION,**  
as represented by their Chief and Council  
**MAMALILIKULLA FIRST NATION,**  
as represented by their Chief and Council  
**TLOWITSIS NATION,**  
as represented by their Chief and Council  
**WEI WAI KUM FIRST NATION,**  
as represented by their Chief and Council

(each a “Nation” and all of them the “Nations”),

**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**”),

**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**”),

AND

**COAST CONSERVATION ENDOWMENT FUND FOUNDATION** and  
**COASTAL INDIGENOUS PROSPERITY SOCIETY**, two societies incorporated under the British Columbia *Societies Act*, [SBC 2015] Chapter 18

(together “**Coast Funds**”)

**WHEREAS**

- A. The Parties intend to work cooperatively on a Nation to Nation and Government to Government basis, and with the support of Philanthropy Donors, to implement the Great Bear Sea Project Finance for Permanence, which is a multi-party Indigenous-led conservation initiative that relies on durable, self-determined financing aimed at securing the well-being of people and ecosystems across the marine region identified as the Great Bear Sea/Northern Shelf Bioregion;
- B. The Parties are committed to advancing reconciliation between Canada and the Nations, and between British Columbia and the Nations, and recognize that Indigenous self-government is part of Canada’s evolving system of cooperative federalism and distinct orders of government;
- C. 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 Nations, and implements the *United Nations Declaration on the Rights of Indigenous Peoples* (**UNDRIP**);
- D. 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;

- E. In February 2023, Canada, British Columbia and the Nations endorsed the Northern Shelf Bioregion Marine Protected Area (MPA) Network Action Plan that provides an approach to establish the MPA Network in the Great Bear Sea/Northern Shelf Bioregion;
- F. Using the best available conservation and ecosystem protection tools through Collaborative Governance among Canada, British Columbia and the Nations is essential to achieving the MPA Network in the Great Bear Sea/Northern Shelf Bioregion;
- G. Following the endorsement of the Network Action Plan by Canada, British Columbia and the Nations, the Parties collaboratively developed this Agreement and the GBS PFP Related Agreements, which set out the Parties' commitments to support the advancement and implementation the MPA Network, and the actions and deliverables that collectively make up the Great Bear Sea Project Finance for Permanence;
- H. Coast Funds is an Indigenous-led conservation finance organization established to partner with Indigenous Nations in achieving their goals for conservation, stewardship, and conservation based economic development; and
- I. This Agreement is based on mutual respect and trust, and reflective of the Nations to Nations, Governments to Governments relationship aligned with Canada's and British Columbia's actions to implement the *United Nations Declaration on the Rights of Indigenous Peoples Act* as well as the *Calls to Action* outlined by the Truth and Reconciliation Commission.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

- 1.1 Capitalized terms in this Agreement, including the Recitals and Schedules have the following meaning:
  - a) **"Agreement"** or **"GBS PFP Closing Agreement"** means this agreement, including the Schedules;
  - b) **"British Columbia Grant Agreement"** means the Final Grant Agreement (Reference Number TP23CMS0027) dated March 31, 2023, between British Columbia and Coast Conservation Endowment Fund Foundation attached as Schedule 1 to this Agreement, as amended by letter dated June 6, 2024;
  - c) **"Canada's Grant Agreements"** means the Great Bear Sea Project Finance for Permanence Grant Agreements between Canada and Coast Conservation Endowment Fund Foundation and between Canada and Coastal Indigenous Prosperity Society, each effective June 21, 2024, which are attached as Schedule 2 to this Agreement;

- d) **“Collaborative Governance”** means the Nations to Nations, Governments to Governments processes and structures described in the Nation MPA Agreements and the MPA Network Agreement, that support Consensus recommendations and decision-making, and the authorities, responsibilities, laws and jurisdictions of Canada, British Columbia and the Nations being exercised collaboratively, to support the Establishment and Management of the MPAs and the advancement and implementation of the MPA Network respectively;
- e) **“Closing Conditions”** means the closing conditions to the Great Bear Sea Project Finance for Permanence as described in sections 3.1 and 3.2;
- f) **“Coast Conservation Endowment Fund Foundation”** means the society incorporated under the Societies Act (British Columbia);
- g) **“Coastal Indigenous Prosperity Society”** means the society incorporated under the Societies Act (British Columbia);
- h) **“Conservation Pathways”** means the anticipated milestones and targeted timelines related to a proposed MPA attached as schedule 2 to the Nation MPA Agreements and as updated from time to time under those agreements;
- i) **“Conservation Plan”** means the plan that is attached as schedule 4 to the MPA Network Agreement that provides the Nations’, Canada’s, and British Columbia’s June 2024 summary of: proposed protective and interim measures, and the Conservation Pathways for proposed Category 1 MPAs; the approach to identifying proposed MPAs comprised of one or more Category 2 Zones; and the approach to identifying proposed MPAs in Category 3 Areas, including where relevant the enhancement or expansion of Existing Sites, as those categories are described in the Network Action Plan;
- j) **“Effective Date”** means June 21, 2024;
- k) **“Establishment”** means advancing, planning, feasibility, design, and designation of a MPA;
- l) **“Establishment Agreement”** means a Collaborative Governance agreement reached between one or more Nation, Canada, and/or British Columbia, which may include other nations, related to the Establishment of one or more MPA within the MPA Network;
- m) **“Existing Sites”** means the sites already established by one or more of the Nations, Canada or British Columbia, 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 the MPA Network Agreement once added to schedule 1 of a Nation MPA Agreement;

- n) **“GBS PFP Financial Plan”** means the summary of the financial structures and projections supporting the GBS PFP which is dated for reference June 21, 2024, described in section 7.1 and attached as Schedule 6 to this Agreement;
- o) **“GBS PFP Funds”** means those funds received by Coast Funds for the GBS PFP from the British Columbia Grant Agreement, Canada’s Grant Agreements and the Philanthropy Donor Agreements, and any additional funds contributed to the GBS PFP including those received by Coast Funds under the private sector initiatives referred to in section 7.9 and 7.10;
- p) **“GBS PFP Grant Agreements”** means the British Columbia Grant Agreement, Canada’s Grant Agreements, and the Philanthropy Donor Agreements;
- q) **“GBS PFP Related Agreements”** means the following agreements: the British Columbia Grant Agreement, Canada’s Grant Agreements, the Philanthropy Donor Agreements, the Nation MPA Agreements, any Establishment Agreements, and the MPA Network Agreement;
- r) **“Great Bear Sea/Northern Shelf Bioregion”** means the coastal and marine area identified in the map attached as schedule 5 to the MPA Network Agreement;
- s) **“Great Bear Sea Project Finance for Permanence”** or **“GBS PFP”** means the initiative described in the recitals and section 4.0 of this Agreement;
- t) **“Management”** includes the on-going implementation, coordination, operations, stewardship, and monitoring of a MPA;
- u) **“MaPP”** means the Marine Plan Partnership for the North Pacific Coast between British Columbia and the MaPP partner nations that jointly developed, approved, and are now implementing the sub-regional marine plans for North Vancouver Island, Central Coast, North Coast and Haida Gwaii, and the Regional Action Framework;
- v) **“Marine Protected Areas”** or **“MPAs”** 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 those sites listed in schedule 1 of the MPA Network Agreement and any additional sites once added to schedule 1 of a Nation MPA Agreement from time to time;
- w) **“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 the Nation MPA Agreements, any Establishment Agreements and the MPA Network Agreement;

- x) **“MPA Network Agreement”** means the Collaborative Governance agreement including its schedules, for the advancement and implementation of the MPA Network dated for reference June 21, 2024, between the Nations, Canada, and British Columbia, which is attached as Schedule 5 to this Agreement, and as may be amended from time to time;
- y) **“MPA Network Monitoring Framework”** means the MPA Network Monitoring Framework which will be approved and implemented under the MPA Network Agreement;
- z) **“Nation MPA Agreements”** means the Collaborative Governance agreements, including their schedules, for the Establishment and Management of one or more MPAs within the MPA Network between a Nation, Canada and British Columbia that are listed in Schedule 4 to this Agreement;
- aa) **“Network Action Plan”** means the Network Action Plan for a Marine Protected Area (MPA) Network in the Northern Shelf Bioregion endorsed by Canada, British Columbia and the Nations in February 2023;
- bb) **“Party”** or **“Parties”** means each of the Nations, Canada, British Columbia, and Coast Funds and **“Parties”** means all of them collectively;
- cc) **“Philanthropy Donor”** means Nature United, The Nature Conservancy, Sitka Foundation, Gordon E. and Betty I. Moore Foundation, Bezos Earth Fund, Donner Canadian Foundation, Ecological Restoration Fund, Houssian Foundation, MakeWay, McLean Foundation, North Family Foundation, Patagonia’s Holdfast Collective, Wilburforce Foundation and Willowgrove Foundation;
- dd) **“Philanthropy Donor Agreements”** means the agreements (being either endowment or grant agreements) between the Philanthropy Donors and Coast Funds related to the GBS PFP reached on or before the date of this GBS PFP Closing Agreement and listed in Schedule 3 to this Agreement;
- ee) **“Schedules”** means the following schedules, and any other schedules the Parties agree to attach to this Agreement from time to time:
  - (1) **Schedule 1:** British Columbia Grant Agreement (as amended by letter dated June 6, 2024);



- (2) **Schedule 2:** Canada Grant Agreements (June 21, 2024);
- (3) **Schedule 3:** List of Philanthropy Donor Agreements;
- (4) **Schedule 4:** List of Nation MPA Agreements;
- (5) **Schedule 5:** MPA Network Agreement (June 21, 2024);
- (6) **Schedule 6:** GBS PFP Financial Plan (June 21, 2024); and
- (7) **Schedule 7:** Pathway with Transport Canada related to blackwater and greywater discharge from cruise ships.

ff) **“Senior Officials”** means senior-level representatives of the Parties that have the authority to discuss and provide direction and guidance to assist with the implementation of this Agreement.

## 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 any 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 each of the Nations, or Crown rights or title;
- d) does not diminish, modify, discharge, or displace the Crown’s constitutional obligations to each of the Nations, 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 For greater certainty, and without limiting the generality of section 2.1, this Agreement does not prevent, change, add or derogate from any current or future negotiations, discussions, arrangements, or agreements between: a. Canada and one or more of the Nations; b. British Columbia and one or more of the Nations; c. Canada and British Columbia; or d. a Nation and one or more other Nation.
- 2.4 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.
- 2.5 Nothing in this Agreement will prevent a Nation from participating in any funding, program, initiative, or arrangement offered by Canada or British Columbia for which a Nation may be eligible.
- 2.6 For greater certainty, and without limiting the generality of section 2.5, the federal, provincial, and philanthropy funds committed as part of the GBS PFP Grant Agreements will be in addition to, and separate from, funding provided to one or more Nation under existing or future processes, programs, agreements, or arrangements involving any of the Parties for which Nations may be eligible.
- 2.7 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.
- 2.8 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.
- 2.9 The Schedules to this Agreement form part of this Agreement, however Schedules 1, 2, and 5 of this Agreement do not create enforceable legal obligations on the Parties under this Agreement and Schedule 7, being the Pathway with Transport Canada related to blackwater and greywater discharge from cruise ships will only be used for information as described in section 5.3 (b) of this Agreement and does not create enforceable legal obligations on the Parties and on Transport Canada.

2.10 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 Environment, as Minister responsible for Environment and Climate Change Canada and the Parks Canada Agency, and their respective departments. Canada's lead departments and agencies for the GBS PFP, being DFO, ECCC and PCA will work together to facilitate whole-of-government approaches by encouraging and supporting the engagement of other federal departments and agencies with related and complementary responsibilities.

### 3. PURPOSE AND CLOSING CONDITIONS

3.1 The purpose of this Agreement is to provide a general description of the GBS PFP and how it will be financed and to provide the Parties' confirmation that the Closing Conditions of the GBS PFP have been met.

3.2 The Closing Conditions of the GBS PFP are as follows:

- a) **Commitments to Conservation:** as set out in the Nation MPA Agreements, listed in Schedule 4 to this Agreement, including their Conservation Pathways; the MPA Network Agreement, including its Conservation Plan, and its draft MPA Network Monitoring Framework; and the commitments described in section 5 of this Agreement;
- b) **Collaborative Governance of the MPA Network and the MPAs:** as set out in the Nation MPA Agreements listed in Schedule 4, and the MPA Network Agreement attached as Schedule 5 to this Agreement;
- c) **Commitments to community development and human well-being:** as reflected in the GBS PFP Financial Plan, and the intended investments in the Nations' communities and cultures through the Community Prosperity Fund, the Marine Stewardship Fund and the MaPP Implementation Fund as described in sections 6.1, 6.2 and 7.3 of this Agreement;
- d) **Sustainable Financing of the GBS PFP:** as described in section 7.1, including the GBS PFP Financial Plan attached as Schedule 6 to this Agreement, the GBS PFP Grant Agreements attached as Schedules 1 and 2 and those listed in Schedule 3 of this Agreement, and the on-going work related to the private sector initiatives described in sections 7.9 and 7.10; and
- e) **GBS PFP Operations and Reporting:** as set out in the ongoing management and implementation of the GBS PFP in the manner described in sections 8.2 and 8.3; and the ongoing operations and reporting of the GBS PFP Funds by Coast Funds, including its administration and management responsibilities.

3.3 The Parties confirm and agree that the Closing Conditions for the GBS PFP have been met.

#### 4. GBS PFP: GENERAL DESCRIPTION

4.1 The GBS PFP uses the project finance for permanence model to advance durable and self-determined conservation financing. The aim of the GBS PFP is to support Indigenous governance and stewardship that promotes the well-being of people and ecosystems across the Great Bear Sea/Northern Shelf Bioregion. Through this Agreement and the GBS PFP Related Agreements, the Nations, Canada, and British Columbia are working together on a Nations to Nations, Governments to Governments basis, and with Coast Funds and the support of Philanthropy Donors, to advance the GBS PFP, including the following commitments:

- a) **Advance Reconciliation:** The Parties are advancing reconciliation through the Collaborative Governance of the MPAs and the MPA Network under the Nation MPA Agreements, any Establishment Agreements, and the MPA Network Agreement in a manner that is consistent with UNDRIP, *UNDA*, the *Declaration Act*, and the *Constitution Act, 1982*;
- b) **Protect Globally Significant Ecosystems, Values and Species:** Supported by the Collaborative Governance under the Nation MPA Agreements, any Establishment Agreements, and the MPA Network Agreement, Canada, British Columbia and the Nations will strive to collaboratively Establish and Manage MPAs and advance and implement the MPA Network to advance conservation and ecosystem protection and support cultural objectives within the Great Bear Sea/Northern Shelf Bioregion. Establishing and Managing the MPAs, advancing and implementing the MPA Network, and the commitments described in section 5 below, will provide an important contribution to the Kunming – Montreal Global Biodiversity Framework Targets and Canada’s and British Columbia’s commitments to protecting 25% of Canada’s oceans by 2025 and 30% by 2030;
- c) **Promote Sustainable Development and Conservation based Economic Prosperity:** Investments in conservation and sustainable conservation-based development will support community prosperity within the Great Bear Sea/Northern Shelf Bioregion;
- d) **Advance Human Well-being:** Through investments in conservation and sustainable conservation-based development and community prosperity, and the application of collaborative ecosystem-based management, the Parties are contributing to cultural vitality and inter-generational human well-being within the Nations’ communities with anticipated benefits throughout the Great Bear Sea/Northern Shelf Bioregion.

#### 5. GBS PFP: CONSERVATION INITIATIVES

5.1 The Nation MPA Agreements and the MPA Network Agreement, including their attached Conservation Pathways and the Conservation Plan, set out Canada’s, British Columbia’s and the Nations’ commitments to Collaborative Governance of

the MPAs and the MPA Network, which together as described in sections 3.2 (a) and (b) are part of the Closing Conditions of the GBS PFP.

- 5.2 At the time of execution of this Agreement, the Nations, Canada and British Columbia have prepared the draft MPA Network Monitoring Framework to assist them in advancing and implementing the MPA Network, which will be finalized and approved by the network committee as described under the MPA Network Agreement and implemented under the MPA Network Agreement and the Nation MPA Agreements.
- 5.3 At the time of the execution of this Agreement, and as part of the GBS PFP, the following additional measures to advance ecosystem protection in the Great Bear Sea/Northern Shelf Bioregion have been achieved:
- a) Voluntary relinquishment of all remaining Federal offshore oil and gas tenures in the Great Bear Sea/Northern Shelf Bioregion; and
  - b) Development of a pathway attached as Schedule 7 which DFO, ECCC and PCA, British Columbia and the Nations will use to inform their work together with Transport Canada to explore the development and implementation of enhanced measures with respect to greywater and blackwater (sewage) discharge from cruise ships within the Great Bear Sea/Northern Shelf Bioregion.

## **6. GBS PFP: SUSTAINABLE DEVELOPMENT AND COMMUNITY PROSPERITY**

- 6.1 The Parties recognize the interconnections between conservation and human well being, and that the GBS PFP Funds will support activities and investments that:
- a) Respect the Nations' inherent rights to self-determination and encourage collaborative conservation based economic opportunities;
  - b) Strengthen the Nations' marine governance and stewardship capacities including compliance, enforcement, and guardian activities;
  - c) Promote the shift to more prosperous, diverse, equitable and sustainable regional economies;
  - d) Create and sustain jobs, businesses and new conservation based economic opportunities for the Nations and other coastal communities;
  - e) Promote investment certainty;
  - f) Support healthy coastal communities;
  - g) Promote partnerships with local governments, coastal communities, non-governmental organizations, private sectors, stakeholders, and coastal zone user groups; and

- h) Maximize leveraging of GBS PFP Funds for economic and community development investments, including federal and provincial program funds, philanthropy funds, impact investment funds and conventional finance.

6.2 The Community Prosperity Fund will be created by Coast Funds to support sustainable conservation based economic development and community prosperity for the Nations, including relevant activities described in section 6.1.

## **7. GBS PFP: FINANCING**

7.1 The Parties have collaboratively developed the GBS PFP Financial Plan attached as Schedule 6 to support the GBS PFP with a target of \$742 million over 20 years. The Parties acknowledge that the GBS PFP Financial Plan relies on the following:

- a) Payments of GBS PFP Funds to Coast Funds under the GBS PFP Grant Agreements;
- b) Income earned from the GBS PFP Funds; and
- c) Annual revenues derived from innovative private-sector revenue streams as described in section 7.9 and 7.10.

For greater certainty, the financial sustainability of the GBS PFP is not dependent on any further GBS PFP Funds from Canada or British Columbia.

7.2 The Parties acknowledge that implementation of the GBS PFP Grant Agreements will result in the following three funds, as described in the GBS PFP Financial Plan, being available to the Nations:

- a) Marine Stewardship Fund;
- b) Community Prosperity Fund; and
- c) MaPP Implementation Fund.

7.3 Pursuant to the GBS PFP Grant Agreements, Canada, British Columbia, and the Philanthropy Donors have committed by the Effective Date, GBS PFP Funds of \$335 million, to be paid to Coast Funds, on behalf of the Nations, as set out in the GBS PFP Grant Agreements.

7.4 Coast Funds confirms that the payments under Canada's Grant Agreements will be allocated as follows: \$80 million will be allocated to the Coast Conservation Endowment Fund Foundation for the Marine Stewardship Fund and \$120 million will be allocated to the Coastal Indigenous Prosperity Society for the Community Prosperity Fund. Coast Funds confirms that it will use those amounts as described in the GBS PFP Financial Plan.

- 7.5 Coast Funds confirms that the payment made under the British Columbia Grant Agreement will be allocated as follows: \$12 million will be allocated to the Coast Conservation Endowment Fund Foundation for the Marine Stewardship Fund, and \$48 million will be allocated to the Coast Conservation Endowment Fund Foundation for the MaPP Implementation Fund. Coast Funds confirms that it will use those amounts as described in the GBS PFP Financial Plan.
- 7.6 Coast Funds confirms that payments under the Philanthropy Donor Agreements totalling \$75 million will be allocated to the Coast Conservation Endowment Fund Foundation for the Marine Stewardship Fund. Coast Funds confirms it will use those amounts as described in the GBS PFP Financial Plan.
- 7.7 The Parties agree that revenues from the private sector initiatives described in section 7.9 of this Agreement will be provided to Coast Conservation Endowment Fund Foundation and allocated to the Marine Stewardship Fund. Coast Funds confirms it will use those amounts as described in the GBS PFP Financial Plan.
- 7.8 GBS PFP Funds will support the Nations in:
- a) The Collaborative Governance to establish and manage the MPAs set out in the Nation MPA Agreements and any Establishment Agreements;
  - b) The Collaborative Governance to advance and implement the MPA Network set out in the MPA Network Agreement;
  - c) The continued implementation of MaPP;
  - d) Strengthening the Nations' marine governance and stewardship capacities, including compliance, enforcement, and guardian activities;
  - e) All coordination, administrative, communication, training and technical processes required to support the Collaborative Governance partnerships described in a), b), c) and d);
  - f) Community prosperity and well-being activities and investments, including that which is referred to in section 6;
  - g) Sustainable conservation-based economies, including that which is referred to in section 6; and
  - h) The administration and management of the GBS PFP Funds by Coast Funds, including providing the reporting to the Parties as described in sections 8.2 and 8.3.
- 7.9 The Parties acknowledge that innovative private sector contributions are an important and unique part of the sustainable financing of the GBS PFP, as described in the GBS PFP Financial Plan. As required, the Nations will develop strategies for sustainable finance mechanisms and will share these with Canada and British

Columbia. Following the Parties' review, each Party may provide, where possible and within each Party's respective jurisdictions and authorities, support for a strategy. For Canada and British Columbia, support for a strategy means a convening and facilitating role within relevant Ministries and departments. The lead department for Canada in this role is ECCC and the lead ministry for British Columbia in this role is WLRS. At the time of execution of this Agreement the Parties are reviewing an initial strategy.

- 7.10 The Parties will track progress under section 7.9 assisted by Coast Funds and continue to work together in the manner described in section 7.9 with the objective of achieving the financial sustainability of the GBS PFP.

## **8. REPORTING AND ADMINISTRATION OF GBS PFP FUNDS**

- 8.1 The Nations, Canada and British Columbia have identified Coast Funds to hold, manage and administer the GBS PFP Funds on behalf of the Nations. The PFP Grant Agreements and this Agreement set out Coast Funds' obligations to Canada, British Columbia and the Philanthropy Donors related to the GBS PFP Funds.
- 8.2 Coast Funds will provide annual financial reporting on the GBS PFP Funds to the Nations, British Columbia, Canada, and the Philanthropy Donors.
- 8.3 Coast Funds will provide to the Nations, British Columbia, Canada and the Philanthropy Donors annual reporting on the outcomes related to the GBS PFP Funds in a manner consistent with its outcome measurement methodology, as described on its website and updated from time to time.

## **9. COMMUNICATIONS AND INFORMATION SHARING**

- 9.1 In the first year of this Agreement, the Senior Officials of the Parties, working with the Philanthropy Donors, as appropriate, will approve and oversee the implementation of a shared communication strategy intended to:
- a) Record and share experiences and lessons learned from the development of the GBS PFP;
  - b) Record and share GBS PFP goals, outcomes and lessons learned from the implementation of the GBS PFP, including this Agreement and the GBS PFP Related Agreements;
  - c) Share information and experience with other project finance for permanence initiatives in Canada and around the world; and
  - d) Support learning and innovation within Canada, British Columbia, and the Nations.



- 9.2 Each Party will support the implementation of the GBS PFP and the work under this Agreement by sharing 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.
- 9.3 Subject only to applicable law, the Parties will maintain the confidentiality of information identified as confidential pursuant to section 9.2 (c).
- 9.4 No Party will use information shared by another Party under this Agreement other than to further the purpose of this Agreement, unless such use has been prior approved by the Party who has provided the information.
- 9.5 Section 9.3 and 9.4 do not apply to information that is already publicly available or to information jointly created by the Parties under this Agreement.
- 9.6 The Parties will, as needed, develop, and use data sharing and communication protocols to assist in the sharing of information in section 9.2 and to assist the Parties in the disclosure to the public of information collaboratively developed under this Agreement.

## **10. AMENDMENTS AND PERIODIC REVIEW OF GBS PFP**

- 10.1 Subject to section 10.2, this Agreement may be amended from time to time only by written agreement of all the Parties.
- 10.2 As required, Schedules 3, 4 and 6 to this Agreement may be updated from time to time by written confirmation of the Senior Officials of all the Parties. Amendments to Schedule 1 (BC Grant Agreement), Schedule 2 (Canada Grant Agreements) and Schedule 5 (MPA Network Agreement) are governed by their own respective amendment provisions and not section 10.1.
- 10.3 Coast Funds will convene the Senior Officials of the Parties to review the implementation of this Agreement, including its Closing Conditions and the outcomes and financial sustainability of the GBS PFP, in the 5<sup>th</sup>, 10<sup>th</sup> and the 20<sup>th</sup> year of this Agreement, and any further reviews of this Agreement agreed to by the Parties.
- 10.4 At least one year prior to the reviews described in section 10.3, Senior Officials of the Parties will develop a workplan and related timeline and budget for the review.
- 10.5 The Parties will plan for and share the costs of the reviews conducted pursuant to section 10.3.

## **11. ADDING OTHER FIRST NATIONS AS PARTIES**

11.1 First Nations who provide an expression of interest to the Parties to join the GBS PFP before December 31, 2030, or such later date as agreed by the Parties, will be added as a Party to this Agreement if they confirm in writing that:

- a) They have been added as a party to the MPA Network Agreement;
- b) They agree to the terms and conditions of this GBS PFP Closing Agreement;
- c) They have worked with Coast Funds to identify upfront monies and added such monies to the GBS PFP Funds held by Coast Funds to generate their own allocation from the GBS PFP Funds and any related administrative costs; and
- d) They agree to be responsible for the costs associated with joining the GBS PFP, including any costs arising from the work completed under section 11.1(c).

11.2 The Parties acknowledge that the GBS PFP Funds, both those committed under the GBS PFP Grant Agreements (except for the MaPP Implementation Fund) and those projected in the GBS PFP Financial Plan from the private sector contributions described in section 7.9, have been fully allocated to the Nations that are signatory to this Agreement as of its Effective Date.

## **12. DISPUTE RESOLUTION**

- 12.1 If a dispute arises relating to the interpretation or intent of this Agreement, Senior Officials of the Parties will meet as soon as practicable and will attempt to resolve the dispute or develop and oversee a process to resolve the dispute.
- 12.2 Where agreed by the Parties, the Senior Officials will use an independent chair to provide non-binding third party facilitation or a non-binding third party mediator to assist in reaching a resolution.
- 12.3 If a dispute has not been resolved to the satisfaction of all relevant Parties within ninety (90) days of the matter being referred to the Senior Officials under section 12.1, the relevant Parties may proceed under section 13.2 of this Agreement.
- 12.4 The relevant Parties will share in the costs of any dispute resolution process, including facilitation or mediation.

## **13. TERM AND TERMINATION**

13.1 The Effective Date of this Agreement is June 21, 2024, being the date by which each Party has obtained their necessary authorizations and signed this Agreement and will remain in effect unless terminated by agreement in writing of all Parties. Notwithstanding sections 13.2-13.9, the Parties may by written agreement

terminate this Agreement at any time as it relates to a specific Party, or in its entirety.

- 13.2 Any Party may terminate its participation in this Agreement 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 sections 12.1 - 12.3.
- 13.3 If a Party has not withdrawn its notice to terminate its participation in this Agreement pursuant to section 13.2 after the efforts made under section 13.2 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.
- 13.4 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 all 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 all 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 relevant Parties will within thirty (30) days refer the matter to the Senior Officials of the Parties as a dispute. pursuant to sections 12.1 – 12.4.
- 13.5 Upon reference of an alleged default under section 13.4, the Senior Officials of the Parties will rely on the assistance of a non-binding third party mediator to assist the relevant Parties 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.
- 13.6 In the event that an alleged default as described in section 13.4 has not been resolved to the satisfaction of all relevant Parties within ninety (90) days of the matter being referred to the Senior Officials, a Party may proceed to terminate its participation in this Agreement pursuant to section 13.7 of this Agreement.
- 13.7 If an alleged default has not been resolved under sections 13.4 - 13.6 then a Party may terminate its participation in this GBS PFP Closing Agreement 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.
- 13.8 If a Party has not withdrawn its notice to terminate after the efforts made under section 13.7 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 GBS PFP Closing Agreement.

- 13.9 For greater certainty, termination of the participation of a Nation under this Agreement pursuant to sections 13.3 or 13.8 does not terminate the participation of the remaining Nations in this Agreement. Termination of the participation of British Columbia under this Agreement pursuant to sections 13.3 or 13.8 does not terminate the participation of Canada and the Nations in this Agreement. Termination of the participation of Canada under this Agreement pursuant to sections 13.3 or 13.8 does not terminate the participation of British Columbia and the Nations in this Agreement.

#### 14. GENERAL PROVISIONS

- 14.1 **Invalidity.** 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.
- 14.2 **Severance.** If a provision of this Agreement is severed pursuant to section 14.1 the Parties will make reasonable efforts to negotiate a replacement for that provision that is consistent with the spirit and intent of this Agreement.
- 14.3 **Notices.** 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 Party's address as shown below:
- a) Council of Haida Nation – 1 Reservoir Road, Skidegate, BC V0T 1S1
  - b) Da'naxda'xw-Awaetlala – PO Box 330, Alert Bay, BC V0N 1A0
  - c) Gitga'at First Nation – General Delivery, 445 Hayimiisaxaa Way, Hartley Bay, BC V0N 1A0
  - d) Gitxaala Nation – PO Box 149, 11 Ocean Drive, Kitkatla, BC V0V 1C0
  - e) Haisla Nation – 500 Gitksan Avenue, Haisla PO Box 1101, Kitamaat Village, BC, V0T 2B0
  - f) Heiltsuk Nation – PO Box 880, Bella Bella, BC V0T 1Z0
  - g) Kitasoo Xai'xais Nation – General Delivery, PO Box 87, Klemtu, BC V0T 1L0
  - h) Kitselas First Nation – 2225 Gitaus Road, Terrace BC V8G 0A9
  - i) Kitsumkalum Indian Band - 3514 West Kalum Road, Terrace, BC V8G 0C8

- j) K'omoks First Nation - 3330 Comox Road, Courtenay, BC V9N 3P8
- k) Kwiakah First Nation - PO Box 437 STN A, Campbell River, BC V9W 5B6
- l) Mamalilikulla First Nation - 168-1436 Island Highway, Campbell River BC V9W 8C9
- m) Metlakatla First Nation - PO Box 459, Prince Rupert, BC V8J 3R2
- n) Nuxalk Nation - PO Box 65, Bella Coola, BC V0T 1C0
- o) Tlowitsis Nation - 1345 Bute Crescent, Campbell River, BC V9H 1G6
- p) Wei Wai Kum First Nation - 1650 Old Spit Road, Campbell River, BC V9W 3E8
- q) Wuikinuxv Nation - PO Box 3500, Wuikinuxv Village Rivers Inlet, Port Hardy, BC V0N 2P0
- r) Canada: Director General, Marine Planning and Conservation  
Fisheries and Oceans Canada  
200 Kent Street  
Ottawa, Ontario K1A 0M1  
  
DFO.NCRAEMPCCorrespondence-  
CorrespondancePCMEARC.N.MPO@dfo-mpo.gc.ca
- s) 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
- t) Coast Funds: Chief Executive Officer  
Coast Funds  
750-475 West Georgia Street  
Vancouver, BC, V6B 4M9  
INFO@COASTFUNDS.CA

14.4 **Further Assurances.** Each Party will execute and deliver further documents and assurances as may be necessary to properly carry out this Agreement.

14.5 **Time.** Time will be of the essence in this Agreement.

14.6 **Counterparts.** This Agreement may be signed in one or more counterparts, each counterpart may be transmitted by courier, by hand or email and each will

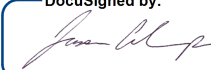
constitute an original instrument and such counterparts, taken together, will constitute one and the same document.

Each Party has executed this GBS PFP Closing Agreement as of the day reflected below:

**ON BEHALF OF THE NATIONS:**

**Counsel for the Haida Nation by its authorized signatory**


Dated: June 18, 2024

DocuSigned by:  
  
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**Gaagwiis Jason Alsop, President**

**Gitga'at First Nation by its authorized signatory**

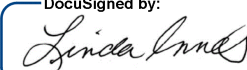
Dated: June 18, 2024

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**Bruce Reece, Chief**

**Gitxaala Nation by its authorized signatory**

Dated: June 18, 2024

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**Linda Innes, Chief**

**Haisla Nation by its authorized signatory**


Dated: June 18, 2024

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**Crystal Smith, Chief**

**Kitselas First Nation by its authorized signatory**

Dated: June 18, 2024


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**Glen Bennett, Chief**

**Kitsumkalum Indian Band by its authorized signatory**

Dated: June 18, 2024

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**Don Roberts, Chief**

**Metlakatla First Nation by its authorized signatory**

Dated: June 18, 2024

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**Robert Nelson, Chief**

**Heiltsuk Nation by its authorized signatory**

Dated: June 18, 2024

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**Marilyn Slett, Chief**

**Kitasoo Xai'xais Nation by its authorized signatory**

Dated: June 18, 2024

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**Doug Neasloss, Chief**

**Nuxalk Nation by its authorized signatory**

Dated: June 18, 2024

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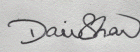
  
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**Sam Schooner, Chief**

**Wuikinuxv Nation by its authorized signatory**

Dated: June 18, 2024

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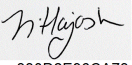
  
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**Danielle Shaw, Chief**



**Da'naxda'xw-Awaetlala by its authorized signatory**

Dated: June 18, 2024

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**Nicole Hajash, Councillor**

**K'omoks First Nation by its authorized signatory**


Dated: June 18, 2024

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**Ken Price, Chief**

**Kwiakah First Nation by its authorized signatory**

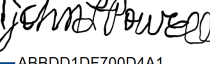
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**Steven Dick, Chief**

**Mamalilikulla First Nation by its authorized signatory**

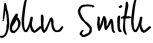
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**John Powell, Chief**

**Tlowitsis Nation by its authorized signatory**


Dated: June 18, 2024

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**John Smith, Chief**

**Wei Wai Kum First Nation by its authorized signatory**

Dated: June 18, 2024

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**Chris Roberts, Chief**

**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

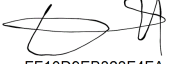


**The Honourable George Heyman**

**ON BEHALF OF COAST FUNDS:**

**Coast Conservation Endowment Fund Foundation by its  
authorized signatory**

Dated: June 18, 2024

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**Dallas Smith, Board Chair**

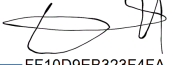
Dated: June 18, 2024

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*Eddy Adra*  
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**Eddy Adra, CEO**

**Coastal Indigenous Prosperity Society by its authorized  
signatory**

Dated: June 18, 2024

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**Dallas Smith, Board Chair**

Dated: June 18, 2024

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*Eddy Adra*  
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**Eddy Adra, CEO**

**Schedule 1: British Columbia Grant Agreement**



## GRANT AGREEMENT

Reference: TP23CMS0027

THIS GRANT AGREEMENT (the “**Agreement**”) dated effective the 31 day of March, 2023 (the “**Effective Date**”).

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Water, Land and Resource Stewardship

(the “**Province**”)

OF THE FIRST PART

AND:

**COAST CONSERVATION ENDOWMENT FUND FOUNDATION**, having an address at Suite 750, 475 West Georgia Street, Vancouver, British Columbia, V6B 4M9

(the “**Recipient**”)

OF THE SECOND PART

**Re: Investing into the future of the Northern Shelf Bioregion.**

**WHEREAS**

- A. In keeping with mandated priorities of leading B.C.’s work on natural resource stewardship for water, watersheds, wildlife, and our coasts and marine environments, the Province is offering the Recipient a grant in the amount of \$60 million (the “**Grant**”), payable in accordance with this grant agreement (the “**Agreement**”), in order to support

the Indigenous-lead conservation and sustainable economic development initiatives in the Northern Shelf Bioregion (otherwise known to some as the “**Great Bear Sea**”).

- B. The Recipient has agreed to receive the Grant and spend it in accordance with this Agreement.

NOW THEREFORE in consideration of the premises and covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto (the “**Parties**”), the Parties agree as follows:

#### Purpose of Funding

1. The Grant, as part of the Province’s commitment to support coastal and marine management initiatives in the Northern Shelf Bioregion, is intended to fund B.C. First Nations governance, advance coastal and marine based projects, build relationships, and share knowledge to advance sustainable, equitable, and socially just coastal zone management practices. The use of the funds demonstrates the Recipient’s commitment to uphold or advance the United Nations Declaration on the Rights of Indigenous Peoples (the “**UN Declaration**”) and Indigenous governance or co-governance in funded work and approaches.

#### Eligibility

2. In order to be eligible for this Grant, the Recipient must:
  - a) Countersign this Agreement on or before March 31, 2023.

#### Stipulations

3. The Recipient will:
  - a) Ensure the Grant will support:
    - i. Northern Shelf Bioregion initiatives, including, but not limited to the implementation of:
      - o The Marine Plan Partnership for the North Pacific Coast.
      - o The Marine Protected Area Network Action Plan.
    - ii. B.C. First Nations through the process of developing and delivering a “Project Finance for Permanence Initiative” (the “**PFPI**”) for the Great Bear Sea, in conjunction with the Government of Canada.
  - b) Ensure the Grant is co-governed with B.C. First Nations, as supported by a variety of Northern Shelf Bioregion initiatives that have existing co-governance structures in place, and, where required for any new initiatives, establish a system of co-governance with B.C. First Nations in a manner consistent with commitment 2.6 in the *Declaration on the Rights of Indigenous Peoples Act* Action Plan.
  - c) Maintain a minimum balance of the original Grant amount in an effort to generate investment income to support initiatives in the Northern Shelf Bioregion.
  - d) Ensure the governance model for the Grant includes B.C. First Nations and the Province.

- i. The Province cannot have decision-making authority.
  - e) Utilize this Grant to support future contributions by third parties and/or the Government of Canada towards the Great Bear Sea PFP.
  - f) Develop communications materials and an engagement plan, as necessary.
  - g) Seek additional funds from third parties and/or the Government of Canada to support the purpose of this Grant.
  - h) Utilize the investment income on the Grant for costs associated with operations and funding opportunities for initiatives and projects in the Northern Shelf Bioregion.
4. For clarity, the Recipient will not use the principal amount of the Grant itself for projects on provincial Crown land.
  5. Any part of the Grant provided by the Province to the Recipient that cannot be committed to the achievement of the purpose and key outcomes set out in this Agreement must be returned to the Province upon written request.
  6. If the Recipient organization is dissolved or is no longer able to carry out the oversight of the Grant, the Recipient must distribute any money remaining from the Grant to a not-for-profit organization that will support the purpose and key outcomes set out in this Agreement.
  7. The Recipient may transfer all or any portion of the Grant (including the investment income earned thereon) to an account established within Coast Funds in connection with Stipulation 3 a).

#### Key Outcomes

8. The Province wishes to realize the following key outcomes:
  - a) Healthy coastal and marine ecosystems.
  - b) Economic development opportunities and human well-being for coastal communities.
  - c) Climate resiliency and adaptation.
  - d) Collaborative governance
  - e) The broad interests of local governments, coastal communities, non-governmental organizations, and stakeholder and coastal zone user groups.
  - f) Indigenous stewardship and Indigenous-led conservation.
  - g) Knowledge sharing and learning.
  - h) Reconciliation with Indigenous Peoples and advancing the UN Declaration.

#### Term

9. This Agreement starts upon the Effective Date and ends December 31, 2025 unless terminated earlier in accordance with this Agreement. Notwithstanding the foregoing, section 5, section 10(a) and section 10(b) will continue in force indefinitely even after this Agreement ends.



### Representations and Warrants

10. The Recipient represents and warrants to the Province, with the intent that the Province will rely on such representations and warranties in entering into this Agreement, that:

- a) It is in good standing and has the power and capacity to accept, execute and deliver this Agreement;
- b) It is capable of using the Grant monies in accordance with the terms of this Agreement;
- c) The Recipient has sufficient trained staff and resources in place to fulfill its obligations under this Agreement; and
- d) There are no actions or proceedings pending (including appeals or applications for review) or to the knowledge of the CEO (following consultation with key managers responsible for the operations of the Recipient), threatened, before any court, arbitrator, administrative agency or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement.

### Records and Reports

11. The Recipient agrees as follows:

- a) The Recipient will establish and maintain accounting and administrative records in accordance with generally accepted accounting principles in relation to the receipt and use of the Grant;
- b) The Recipient will provide the Province with a report annually, by April 30 each year, identifying progress related to Grant components and summarizing expenditures (collectively, the “**Reports**”);
- c) The Recipient hereby grants the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Reports, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute all or any part of the Reports, and the right to sublicense or assign to third-parties any or all of these rights. Upon the Province's reasonable written request, the Recipient must provide the Province with documents satisfactory to the Province that irrevocably waive in the Province's favour, and in favour of its sublicensees or assigns, any moral rights that the Recipient (or its employees) or its contractors (or their employees) have in the Reports; and
- d) The Recipient will not include any information in the Reports which constitutes "personal information" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

### Indemnity

12. The Recipient agrees to indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any

time during or following the term of this Agreement which are based upon, arise out of or occur, directly or indirectly, by reason of, (a) any breach or inaccuracy of any representation or warranty made by the Recipient in this Agreement; or (b) any breach or failure by the Recipient to perform or fulfil any covenant, condition, or obligation of the Recipient contained in this Agreement; or (c) any act or omission by the Recipient or by any of the Recipient's agents, employees, officers, directors or subcontractors in connection with this Agreement, including any act or omission that results in a third party intellectual property infringement claim against the Province.

Public Statements

13. The Recipient will not make any public statements or communications about the Grant or otherwise with respect to this Agreement without the Province's prior written approval, which may be withheld by the Province at its discretion.


Appropriation

14. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient pursuant to this Agreement is subject to:
- a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (the "FAA"), to enable the Province in any fiscal year or part thereof when any such payment may be required, to make that payment; and
  - b) Treasury Board, as defined in the FAA, not have controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in section 13(a).

This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by any method (including electronic means) agreed to by the Parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of Coast Conservation Endowment Fund Foundation

  
\_\_\_\_\_  
Signature of Recipient's Signing Authority

March 30, 2023  
Date

Eddy Adra, Chief Executive Officer  
Printed Name & Title of Recipient's Signing Authority

SIGNED AND DELIVERED on behalf of the His Majesty the King, in right of the Province of British Columbia, as represented by the Minister of Water, Land and Resource Stewardship



\_\_\_\_\_  
Signature of Province's Signing Authority

March 30, 2023

\_\_\_\_\_  
Date

Assistant Deputy Minister, Water, Fisheries and Coastal Policy & Planning Division  
BC Ministry of Water, Land and Resource Stewardship

\_\_\_\_\_  
Printed Name & Title of Province's Signing Authority



June 6, 2024

TP23CMS0027  
Modification #:1

Eddy Adra, CEO  
Coast Conservation Endowment Fund Foundation  
Suite 750 - 475 West Georgia Street  
Vancouver, BC V6B 4M9

Dear Eddy Adra:

**Re: Amendment to the Grant Agreement, dated effective March 31, 2023 Re: Investing into the future of the Northern Shelf Bioregion**

This letter serves as a modification to, and forms a part of, the Grant Agreement, dated effective March 31, 2023 (the "**Agreement**") as between HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Water, Land and Resource Stewardship (the "**Province**") and Coast Conservation Endowment Fund Foundation (the "**Recipient**").

The Agreement is modified as follows:

1. The text of section 9 of the Agreement is deleted in its entirety and is replaced with the following: "The term of this Agreement starts upon the Effective Date and ends June 21, 2024. Notwithstanding the foregoing, section 5, section 10(a), section 10(b) and section 12 will continue in force indefinitely after the June 21, 2024 end date."
2. The text of section 10(b) of the Agreement is deleted in its entirety and is replaced with the following: "It is capable of using the Grant monies in accordance with the terms of this Agreement, and upon the end date of this Agreement will use the Grant monies in accordance with the terms of the Great Bear Sea Project Finance For Permanence Closing Agreement, dated for reference June 21, 2024, to which the Province and the Recipient are parties."
3. In all other respects, the Agreement is confirmed.

Confirmation of this modification letter with the foregoing terms and conditions will be achieved by dating and signing all copies of this modification letter in the space and manner indicated below.

Yours truly,

---

James Mack  
Assistant Deputy Minister  
Ministry of Water, Land and Resource Stewardship  
Executed this 13 day of June, 2024.

---

Eddy Adra  
CEO  
Coast Conservation Endowment Fund Foundation  
Executed this 7 day of June, 2024.

**Schedule 2: Canada Grant Agreements**

# GREAT BEAR SEA PROJECT FINANCE FOR PERMANENCE GRANT AGREEMENT

## MARINE STEWARDSHIP FUND

BETWEEN

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 (hereinafter called “**DFO**” or “**Canada**”)

AND

COAST CONSERVATION ENDOWMENT FUND FOUNDATION, a society incorporated under the *Societies Act* (British Columbia) (hereinafter called the “**Foundation**”)

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

WHEREAS:

- A. This Agreement is intended to support Canada’s commitment to the Great Bear Sea Project Finance for Permanence (“**GBS PFP**”), an Indigenous-led conservation initiative, in accordance with the GBS PFP Closing Agreement.
- B. The *Department of Fisheries and Oceans Act, 1985*, R.S.C., 1985, c. F-15, establishes the Department of Fisheries and Oceans and authorizes the powers, duties, and functions of its Minister for matters relating to the coordination of the policies and programs of the Government of Canada respecting oceans.
- C. The Parties confirm their commitment to a relationship based on mutual respect and understanding and have developed this Agreement collaboratively.
- D. In accordance with the terms and conditions of this Agreement, DFO has agreed to provide the funding in a single payment to the Foundation in connection with the establishment of the Marine Stewardship Fund, which meets the requirements and definition of an Endowment Fund, to support the Ultimate Recipients.
- E. An Endowment Fund, in the form of a grant, is consistent with the GBS PFP approach as it supports large-scale, long-term conservation among all the key partners, including Indigenous governments and organizations, provinces, territories and philanthropic organizations to identify and realize collective goals for protecting nature and halting biodiversity loss, and to explore opportunities and co-benefits for sustainable economic

development and community well-being.

- F. Philanthropic organizations have committed to make a financial contribution to the GBS PFP that meets or exceeds Canada's minimum 1:4 ratio of philanthropic to federal funding for project finance for permanence.
- G. This Agreement is based on mutual trust and is intended to support the nation-to-nation relationship expected in Canada's actions to implement the *United Nations Declaration on the Rights of Indigenous Peoples Act* as well as the *Calls to Action* outlined by the Truth and Reconciliation Commission.

THEREFORE, the Parties agree as follows:

**1. Definitions**

- 1.1 Capitalized terms used in this Agreement, including the Recitals and Schedules, have the meanings given to them in this Agreement and in Schedule 1.

**2. Purpose**

- 2.1 The Parties agree that the purpose of this Agreement is to:
  - (a) contribute to the Marine Stewardship Fund (the "Fund") to support ongoing management and stewardship activities by the Ultimate Recipients, including collaborative governance and implementation of new Marine Protected Areas (MPAs) and the MPA Network;
  - (b) set out the terms and conditions by which DFO will provide funding to the Foundation;
  - (c) outline the investment principles, policies, standards and procedures that will be followed by the Foundation in managing the Grant Funds with the principal investment objectives of preserving and generating long-term growth; and
  - (d) support the implementation of the GBS PFP Closing Agreement and the MPA Network Agreement and the Nation MPA Agreements.

**3. Interpretation**

- 3.1 The Parties agree that this Agreement:
  - (a) does not define, determine, create, recognize, deny, amend, extinguish, abrogate, or derogate from any rights of the Ultimate Recipients, including any Aboriginal rights or title, or Treaty rights within the meanings of sections 25 and 35 of the *Constitution Act, 1982*;
  - (b) is made without prejudice to the positions taken by either Party or any Ultimate

Recipient with respect to Aboriginal or Treaty rights or Crown rights or title;

- (c) is not a land claims agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*; and
- (d) does not affect any Aboriginal or Treaty rights or other constitutional rights of any other Aboriginal group.

- 3.2 Participation in the Fund is without prejudice to the legal, and/or constitutional rights of, and to the positions which may be taken by either Party or any of the Ultimate Recipients in any legal proceeding.
- 3.3 As between this Agreement and any attached Schedule, this Agreement will prevail to the extent of the inconsistency or conflict.

**4. Schedules**

4.1 The following Schedules form part of the Agreement:

Schedule 1	Definitions
Schedule 2	General Terms and Conditions
Schedule 3	Financial Management, Payments, and Reporting
Schedule 4	Description of Eligible Costs and Activities

**5. Roles and Responsibilities**

5.1 The Parties agree to comply with all the terms and conditions set out in this Agreement and will work together in good faith to implement this Agreement and carry out their respective obligations in all material respects.

**6. Effect and Duration**

6.1 This Agreement will come into effect on execution by both Parties and, unless terminated earlier in accordance with the terms and conditions of this Agreement, will expire on March 31, 2026.

**7. Grant Amount**

7.1 DFO will provide the Grant Funds as directed by the Foundation, in the entire amount of EIGHTY MILLION DOLLARS (\$80,000,000) to be paid out as a single payment on the condition that the Foundation maintains its eligibility as a not-for-profit Indigenous-Led Organization whose purpose is to oversee the management of funds (the “Eligibility Requirements”).



- 7.2 The Parties acknowledge that the Grant Funds are to be managed such that they provide a long-term source of funds that the Income earned thereon can be accessed by Ultimate Recipients to support Eligible Costs and Eligible Activities.
- 7.3 The Parties acknowledge that: (1) the Grant Funds are invested and the Income earned thereon is to be disbursed to the Ultimate Recipients in accordance with the objectives of the Fund; and (2) invested Grant Funds will be managed with the objective that the Fund would provide a permanent, self-sustaining source of funds accessible by the Ultimate Recipients by way of the Income earned thereon.
- 7.4 At the time of the execution of this Agreement, Canada's Treasury Board has granted approval of the Minister's request for authority to sign this Agreement on behalf of Canada, including the commitment to the funding set out in section 7.1. The payment will be made after appropriations are approved by Parliament, which includes in particular that the 'Grant to the Coast Conservation Endowment Fund Foundation for the Great Bear Sea Project Finance For Permanence Marine Stewardship Fund' is listed in estimates tabled in the House of Commons and an Appropriation Act is passed authorizing DFO, and supplying funds to DFO, to make payment of the Grant Funds.
- 7.5 The Foundation confirms that it has secured a binding commitment that meets or exceeds Canada's minimum 1:4 ratio of federal to philanthropic funding for the GBS PFP.

## **8. Amendment**

- 8.1 The Parties may amend this Agreement at any time, but such amendment will have no force or effect unless made in writing and signed by both Parties.

## **9. Survival**

- 9.1 The obligations of the Foundation under the following sections shall survive the expiry or early termination of the Agreement:
- (a) Section 9: Survival
  - (b) Schedule 2, section 6: Intellectual Property
  - (c) Schedule 2, section 7: Indigenous Knowledge
  - (d) Schedule 3, section 7: Disbursements
  - (e) Schedule 3, section 12: Wind-up and Dissolution
  - (f) Schedule 3, section 14: Reporting
  - (g) Schedule 4: Description of Eligible Costs and Activities

## **10. Termination**

- 10.1. Prior to the payment of Grant Funds and subject to section 10.3, DFO may terminate this Agreement if it is confirmed by an arbiter pursuant to the dispute resolution provisions set in section 11, that the Foundation is materially non-compliant with the terms and conditions of this Agreement.
- 10.2 The Foundation shall inform DFO in writing if it no longer meets the Eligibility Requirements or is otherwise materially non-compliant with terms of this Agreement. The Foundation shall provide DFO with access to records to verify eligibility and compliance, including validation of the Foundation's organizational status, validation of the activities being carried out or validation of the type of expenditures being incurred, in each case, as requested by DFO in writing and acting reasonably.
- 10.3 If the Minister of DFO (the "Minister") has reasonable cause to be concerned about material non-compliance by the Foundation as outlined in section 10.1 the Minister shall notify the Foundation in writing, the Parties will discuss the concerns, and the Foundation shall make reasonable efforts to remedy the issue, to the reasonable satisfaction of the Minister, within one hundred and twenty (120) days of the written notice (or other mutually agreed-upon written notice period). Remedies shall be mutually agreed upon and will be appropriate to address the severity and impact of the compliance issue.

## **11. Dispute Resolution**

- 11.1 If any dispute arises between DFO and the Foundation in connection with or arising out of this Agreement, or in respect of any legal relationship associated therewith or derived therefrom, either Party may deliver a written notice of dispute to the other Party, specifying the nature of the dispute and the requested resolution of the dispute. The Parties shall use their best efforts to settle any such dispute within thirty (30) days of delivery of the notice of dispute.
- 11.2 Where an issue remains unresolved, the Parties may develop a mutually agreed-to mediation process to facilitate the resolution of the issue that reflects traditional Indigenous approaches to resolving disputes.
- 11.3 If a dispute has not been resolved pursuant to section 11.1 or section 11.2 within thirty (30) days of the delivery of a notice of dispute, either Party may, by notice to the other Party, refer the dispute to be finally resolved by arbitration by a panel of three (3) arbitrators in accordance with the *Commercial Arbitration Act* (Canada). The arbitration will be administered by the Vancouver International Arbitration Centre pursuant to its applicable rules. The place of arbitration shall be Vancouver, British Columbia, Canada. The foregoing shall not preclude either Party from seeking a public law remedy in a court of competent jurisdiction.

## **12. Notices and Representatives**

- 12.1 Where any information, notice or communication is required to be given under this Agreement, it will be in writing and delivered personally or by courier, registered mail or electronic mail, and unless notice to the contrary is given, will be addressed to the Party

at:

To the Foundation:

Coast Conservation Endowment Fund Foundation  
750 - 475 West Georgia Street  
Vancouver, BC V6B 4M9  
Attention: Eddy Adra, CEO  
Telephone: 604-684-0223 Ext 2  
Email: [eddy@coastfunds.ca](mailto:eddy@coastfunds.ca)

To DFO:

Fisheries and Oceans Canada  
200 Kent Street  
Ottawa, ON K2P 2J8  
Attention: Kathy Graham, Director General, Marine Planning and Conservation  
Email: [kathy.graham@dfo-mpo.gc.ca](mailto:kathy.graham@dfo-mpo.gc.ca)

- 12.2 A notice or communication will be deemed to have been received:
- (a) the following business day if delivered in person;
  - (b) three (3) business days after sending if sent by electronic mail;
  - (c) five (5) business days after the posting if sent by regular mail; or
  - (d) when receipt has been acknowledged by the other Party if sent by courier or registered mail.
- 12.3 A Party may change its representative and contact information by giving written notice of the change to the other Party.
- 12.4 The Foundation will notify DFO when it is no longer acting for or on behalf of an Ultimate Recipient by sending a notice, in writing, to that effect to DFO.

### **13. Ratification**

- 13.1 The Foundation warrants that the representative(s) who execute this Agreement on behalf of the Foundation have the authority to bind the Foundation for the purposes of this Agreement.
- 13.2 The representative who executes this Agreement on behalf of DFO has the authority to enter into this Agreement on behalf of, and to bind, DFO.
- 13.3 Execution of this Agreement by the representatives referred to in sections 13.1 and 13.2 constitutes ratification of this Agreement by the Foundation and DFO.

- 13.4 The Foundation warrants that it is a society duly incorporated and in good standing under the applicable laws of Canada or of a province or a territory of Canada, as the case may be, and will remain in good standing under those laws at all times during the term of this Agreement.
- 13.5 The Foundation will inform any Ultimate Recipients of the contents of this Agreement and will provide them with a copy of this Agreement upon request.

**14. Execution in Counterparts**

- 14.1 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.
- 14.2 This Agreement may be signed in whole or in part by way of facsimile transmission or by e-mail delivery of a PDF data file and the Parties agree to accept and rely upon such facsimile or PDF signature as if it contained original signatures and such facsimile or PDF signature will have the same force and effect as an original document.

*[Remainder of page intentionally left blank – signature page to follow]*


IN WITNESS WHEREOF the Parties have executed this Agreement as of the 21 day of June, 2024.

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Fisheries, Oceans and the Canadian Coast Guard



Diane Lebouthillier  
Minister of Fisheries, Oceans and the  
Canadian Coast Guard

COAST CONSERVATION ENDOWMENT FUND FOUNDATION  
by its duly authorized representative(s)

DocuSigned by:  
  
FF10D9EB323F4FA...

Dallas Smith, Board Chair

DocuSigned by:  
*Eddy Adra*  
054E5BEFAB844AE...

Eddy Adra, CEO

## **SCHEDULE 1 DEFINITIONS**

In this Agreement:

**“Agreement”** means this Agreement and any Schedules attached to it, as amended from time to time in accordance with this Agreement;

**“Annual Report”** means a report which will describe disbursements, investments, costs and activities of the Foundation for each Financial Year in which the Fund is invested, to be provided by the Foundation to DFO in accordance with Schedule 3 of this Agreement;

**“Board”** means the board of directors of the Foundation as appointed in accordance with the governing documents of the Foundation from time to time;

**“Contractual Arrangement(s)”** means a binding agreement(s), financial or otherwise, between two or more parties including any contract or long-term obligation but, for greater certainty, does not include this Agreement;

**“Eligible Activities”** means the activities described in Schedule 4;

**“Eligible Costs”** means the costs and expenditures described in Schedule 4;

**“Endowment Fund”** means a transfer payment from Canada to a recipient where the funding provided is to be permanently invested to produce an ongoing source of Income to be used for purposes specified in a funding agreement;

**“Financial Year”** or **“Fiscal Year”** means the one-year period beginning with April 1 of a calendar year and ending with March 31 of the next calendar year;

**“Fund”** means the Marine Stewardship Fund established by the Foundation in connection with the GBS PFP Closing Agreement to hold funds including the Grant Funds;

**“GBS PFP”** has the meaning set out in recital A;

**“GBS PFP Closing Agreement”** means the agreement reached between Canada, the Province of British Columbia, the Ultimate Recipients, Coast Conservation Endowment Fund Foundation and Coastal Indigenous Prosperity Society dated for reference June 21, 2024 related to the GBS PFP;

**“Grant Funds”** means funds that DFO will provide to the Foundation up to the amount referred to in section 7 of this Agreement;

**“Income”** means all amounts or monies earned on invested funds, including investment income, interest, dividends and realized capital gains;

**“Indigenous-Led Organization”** means an organization that conducts itself in a manner that is consistent with the ID4M framework established by The Circle for Philanthropy as more particularly described at <https://www.the-circle.ca/the-i4dm.html> as such framework subsists from time to time;

**“Intellectual Property”** means all rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including all intellectual creations legally protected through legislation or subject to protection under the law as trade secrets;

**“Marine Protected Areas”** or **“MPAs”** 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 the GBS PFP Closing Agreement means those MPAs listed in schedule 1 of the MPA Network Agreement and any additional MPA when added to schedule 1 of a Nation MPA Agreement from time to time;

**“MPA 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 the GBS PFP Closing Agreement is the network of MPAs initially described and recommended in the Network Action Plan, as that network evolves through work completed under the Nation MPA Agreements, Establishment Agreements and the MPA Network Agreement;

**“MPA Network Agreement”** means the collaborative governance agreement including its schedules, for the advancement and implementation of the MPA Network dated for reference June 21, 2024, between the Ultimate Recipients, Canada and British Columbia, which is attached as Schedule 5 to the GBS PFP Closing Agreement, and as may be amended from time to time;

**“Nation MPA Agreements”** means the collaborative governance agreements, including its schedules, for the establishment and management of one or more MPA within the MPA Network between an Ultimate Recipient, Canada and British Columbia that are listed in Schedule 4 to the GBS PFP Closing Agreement; and

**“Ultimate Recipients”** means, for the purposes of this Agreement, the North Pacific Coast Indigenous Nations who are signatory to the GBS PFP Closing Agreement and the MPA Network Agreement as of their effective dates.

## **SCHEDULE 2 GENERAL TERMS AND CONDITIONS**

### **1. Indemnification and Limitation of Liability**

- 1.1 The Foundation will have no claim on His Majesty the King in right of Canada related to any Contractual Arrangement entered into in relation to this Agreement.
- 1.2 Each Party (the “Indemnifying Party”) shall indemnify and save harmless the other Party (the “Indemnified Party”) from and against all claims of third parties, including losses, damages, costs and expenses that may be brought against or suffered by such Indemnified Party, and such Indemnified Party may incur, caused by or related to activities carried out by the Indemnifying Party or its officers, employees, agents, or contractors in the course of carrying out the Indemnifying Party’s obligations under this Agreement, provided that the liability of an Indemnifying Party hereunder shall, in no event, exceed the unallocated Income earned on the Grant Funds.
- 1.3 The Parties acknowledge and agree that they will not be liable under this Agreement for the indirect, or consequential damages of the other Party, nor for the loss of revenues or profits.

### **2. No Employee Relationship, Agency Relationship or Assignment**

- 2.1 Nothing in this Agreement, nor any acts of the Foundation or of DFO, creates or is intended to create an agency, association, employer-employee, or joint-venture relationship between the Foundation and His Majesty the King in right of Canada.
- 2.2 Neither Party will at any time hold itself out as acting as an agent of the other Party.
- 2.3 The Foundation shall not assign its rights or obligations hereunder to any person without the express written consent of DFO (not to be unreasonably withheld) and shall be and remain jointly and severally liable for all obligations to DFO notwithstanding any assignment.

### **3. Conflict of Interest and Lobbyist Registration**

- 3.1 Any current or former public-office holder or public servant to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall not derive a direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 3.2 No member of the Senate or House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise from it that is not available to the general public. Members of the Senate and the House of Commons are not and will not be appointed to the Board.



3.3 The Foundation acknowledges that any person lobbying on its behalf must be in compliance with the *Lobbying Act*.

#### **4. Public Acknowledgement and Communications**

4.1 The Foundation acknowledges and agrees that its name, the amount of the Grant Funds and the general nature of the activities supported by this Agreement may be made publicly available by DFO.

4.2 The Foundation may publicly acknowledge the Grant Funds provided by DFO under this Agreement in any publication, other media or public information release with respect to the activities supported by this Agreement.

4.3 Subject to sections 5, 6 and 7 of this Schedule 2, the Foundation shall provide reasonable public access to information relating to the use of the Grant Funds.

#### **5. Confidentiality**

5.1 Subject to section 5.2, DFO will treat confidentially and not disclose or reproduce, and will cause its agents, employees, representatives, consultants and advisors (collectively, the “Representatives”) to treat confidentially and not disclose or reproduce, any information that has been identified as confidential, in whatever form provided by the Foundation to, or shared with, DFO in confidence which, for certainty may include Intellectual Property and Indigenous knowledge (the “Confidential Information”). Further, DFO may disclose the Confidential Information only to those of the Representatives who need to know the Confidential Information for the purposes of carrying out this Agreement. DFO will inform the Representatives of the confidential nature of the Confidential Information and cause each of the Representatives to treat the Confidential Information confidentially in accordance with this Agreement and not disclose or reproduce the Confidential Information. DFO acknowledges that any violation of the provisions of this Agreement may cause irreparable damage or injury to the Foundation or the Ultimate Recipients, the exact amount of which may be impossible to ascertain. DFO will be responsible for any breach of this section 5.1 by the Representatives.

5.2 Any information provided by or to DFO or shared by or with DFO under this Agreement will be subject to the *Access to Information Act* R.S.C., 1985, c. A-1, and the *Privacy Act*, R.S.C., 1985, c. P-21 where applicable.

#### **6. Intellectual Property**

6.1 DFO and the Foundation may negotiate the terms by which Intellectual Property that is created, gathered or organized by the Foundation or the Ultimate Recipients, as appropriate, in carrying out the activities under this Agreement may be shared. These negotiations would be guided by shared respect for the United Nations Declaration on the

Rights of Indigenous Peoples (UNDRIP or UN Declaration) and the *United Nations Declaration on the Rights of Indigenous Peoples Act* (UN Declaration Act or UNDA) and strive to respect, when possible, the principles of Indigenous ownership, control, access and possession.

- 6.2 Any Intellectual Property that is created, gathered or organized by the Foundation or the Ultimate Recipients in carrying out the activities under this Agreement will be owned by the Foundation or the Ultimate Recipients, as appropriate, or as required under any agreement between the Foundation and the Ultimate Recipients.
- 6.3 His Majesty the King in right of Canada retains the right to obtain and utilize with the written permission of the Foundation or the Ultimate Recipients, as appropriate, and without cost, the Intellectual Property identified in section 6.2 of this Schedule 2, under the terms negotiated in section 6.1 of this Schedule 2.
- 6.4 In respect of Intellectual Property that the Foundation does not own, the Foundation warrants that it will secure from the Ultimate Recipients, as appropriate and to the extent reasonable in the circumstances, the rights it requires to meet its obligations under section 6.1 of this Schedule 2.

## **7. Indigenous Knowledge**

- 7.1 Indigenous knowledge will not be obtained or utilized by DFO for any purpose without the written permission of the Foundation as authorized by the relevant Ultimate Recipient(s). Any Indigenous knowledge obtained or utilized by DFO pursuant to this Agreement remains the property of the relevant Ultimate Recipient(s). The negotiation of a written permission would be guided by shared respect for the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP or UN Declaration) and the *United Nations Declaration on the Rights of Indigenous Peoples Act* (UN Declaration Act or UNDA) and strive to respect, when possible, the principles of Indigenous ownership, control, access and possession.

## **8. Acts and Regulations**

- 8.1 Nothing in this Agreement affects the requirement for an assessment of environmental effects under a federal impact/environmental assessment regime, such as the *Impact Assessment Act*.
- 8.2 The Foundation shall, in all material respects, ensure compliance with all statutes, regulations and other applicable laws governing the Foundation in carrying out the obligations of this Agreement.

### **SCHEDULE 3 FINANCIAL MANAGEMENT, PAYMENTS, AND REPORTING**

#### **1. Prudent Person Principle for Fund Management**

- 1.1 The Foundation shall invest and manage the Grant Funds in accordance with this Agreement and the Investment Policy (as defined below), and generally according to investment policies, standards and procedures that a prudent person would follow in making investment decisions regarding property belonging to others (the “**Prudent Person Principle**”). Investment decisions in respect of the Grant Funds shall be made with the principal objectives being the preservation of the capital over the long term to meet future disbursements requirements, generating Income, offsetting administration costs, and generating long-term conservative growth.

#### **2. Investment Committee**

- 2.1 The Investment, Finance and Audit Committee of the Foundation (the “**Committee**”) and the Board will oversee all matters related to the investment management of the Grant Funds. The DFO acknowledges that: (a) the Committee will be composed of at least three directors who may not be employees of the Foundation; and (b) quorum shall be two. The Foundation acknowledges that at least one member of the Committee should have a financial designation or relevant financial management expertise.

#### **3. Investment of the Fund**

- 3.1 Without limiting the generality of section 1.1 of this Schedule 3, the Foundation shall ensure that the principal amount of the Grant Funds (that has not been disbursed or committed) is invested in accordance with the Prudent Person Principle.

#### **4. Investment Policy & Guidelines**

- 4.1 The Committee shall establish (or utilize its existing) written investment policies and guidelines as updated from time to time (together referred to herein as the “**Investment Policy**”) which shall be approved by the Board or the Committee in accordance with the Foundation’s governance policies (also as updated from time to time). The guidelines in connection with the Investment Policy shall define the style of investment management, such as the selection of active versus passive managers, as well as specific investment instruments that would be used in managing the Fund. The Committee shall ensure that the Board is regularly made aware of any significant financial risks facing the Foundation (to the extent such risks come to the attention of the Committee from time to time), including the consequences of potential significant losses of investments or any part of the Fund. The Investment Policy shall be reviewed no less frequently than annually. The Investment Policy shall include the following components:
- (a) long-term return objectives and expectations;

- (b) diversification policy of the Fund's investment portfolio, including various quantitative limits on investments;
- (c) asset allocation strategy including specific range for short-term fluctuation for each asset class and the long-term targeted asset mix; permitted investment instruments and trading activities;
- (d) prohibited investment instruments and trading activities;
- (e) policy on the use of derivatives;
- (f) liquidity policy outlining how the Fund's liquidity needs will be addressed;
- (g) risk management policies outlining procedures to manage and mitigate various types of risks that the Foundation faces;
- (h) policy on the lending of cash or securities;
- (i) the retention or delegation of voting rights acquired through investments;
- (j) policy on socially responsible investing;
- (k) performance measurement and monitoring procedures; and
- (l) such other matters as the Committee may determine from time to time.

4.2 Until the Investment Policy is approved pursuant to section 4.1 of this Schedule 3 and an investment advisor is appointed to the Fund, the Board or the Committee shall ensure that the principal amount of the Fund be invested in low-risk, liquid short-term securities denominated in Canadian dollars.

## **5. Investment Advisor and Portfolio Manager**

5.1 The Board shall approve, or the Committee shall recommend to the Board for its approval, the appointment of one or more independent, external investment advisors to provide investment advice. Further, the Board may approve, or the Committee may recommend to the Board for approval, the appointment of one or more professional portfolio managers to invest the Fund consistent with the approved Investment Policy.

## **6. Conflict of Interest Concerning Investment Management**

6.1 The Board or the Committee shall ensure that all investment advisors or portfolio managers who are involved in the investment management of the Fund disclose in writing, on a timely basis, the nature and extent of his/her connection to or dependency on an Ultimate Recipient or material interest in an entity that is owned or controlled by an Ultimate Recipient.

6.2 The Board or the Committee shall also ensure that the Foundation's conflict of interest policies and procedures cover, among others, voting, prohibited transactions, continuing disclosure and avoidance standards.

## **7. Borrowing**

7.1 Except as provided in section 7.2 of this Schedule 3 or as approved by DFO (acting reasonably), the Foundation shall not borrow money, issue any debt obligation, or give any guarantees to secure a debt or other obligation of another entity.

7.2 The Foundation shall be permitted to maintain an operating line of credit to ensure that it has the appropriate cash flow for its ongoing operations, provided that the line of credit is maintained with a Canadian financial institution that is a member of the Canadian Payments Association according to standard terms and conditions, and provided further that the operating line of credit outstanding at any time does not exceed 1% of the book value of the Foundation's assets.

## **8. Quantitative Limits on Investment Holdings of the Fund**

8.1 The Foundation acknowledges that investments in the securities of any one issuer, or two or more affiliated entities shall be limited to no more than 10% of the assets of the Fund's investment portfolio.

8.2 DFO agrees that section 8.1 of Schedule 3 above does not apply in respect to:

- (a) investments in securities issued by the Government of Canada or the government of a province or the government of the United States, or securities that carry the full faith and credit of either; and
- (b) any index, segregated, mutual or pooled fund.

8.3 The Foundation acknowledges that the Fund's investments in the equities of any one issuer shall be limited to no more than 10% of the outstanding stock (or of any single class thereof) of the issuer.

8.4 The Foundation shall maintain a portion of its investment portfolio in cash or cash equivalent instruments to meet the Fund's liquidity needs in accordance with the Investment Policy.

## **9. Restrictions on Investments and Trading Activities**

9.1 The Foundation undertakes not to engage or invest the Grant Funds in the following:

- (a) fixed-income instruments rated below BBB - by Standard & Poors or Fitch Ratings, Baa3 by Moody's or BBB – Morningstar by DBRS at time of purchase;

- (b) derivatives or any instruments that have derivative holdings other than for risk mitigating purposes, or consistent with past practices of the Foundation including for the purposes of reducing transaction costs or for liquidity management purposes;
- (c) commodities; and
- (d) repurchase agreements against securities which are not permitted to be held in the Fund's investment portfolio,

provided that, in each case, the Foundation's abstinence from such investments does not violate or is not inconsistent with the Prudent Person Principle.

- 9.2 Where external credit ratings are applied, investments or counterparties shall have a credit rating from at least two of the four following rating agencies: Moody's Investors Service, Inc, Standard & Poor's Ratings Services, Fitch Ratings Ltd and DBRS Ltd. When there are two or more ratings for an entity, the lower of the highest two ratings should be used to assess eligibility, in accordance with Basel II rules. When there is an assumption of government support in the rating, stand-alone ratings should be used where available; otherwise, the official rating should be used.

## **10. Disbursements**

- 10.1 The Foundation may use the Grant Funds to pay reasonable administrative costs of the Foundation and such administrative costs shall not exceed 3% of invested funds per year.
- 10.2 Disbursements must conform to the Eligible Costs and Eligible Activities and shall be allocated by the Foundation in accordance with the terms and conditions agreed to between the Foundation and the Ultimate Recipients from time to time.

## **11. Stacking Limit**

- 11.1 DFO supports partnering arrangements where Indigenous recipients seek finance assistance from other funding sources. Under the stacking limit, however, funding for a specific Eligible Activity from all federal, provincial, territorial and municipal sources cannot exceed one hundred percent (100%) of the cost of such Eligible Activity.

## **12. Wind-up and Dissolution**

- 12.1 If the Foundation is to be wound up or dissolved, subject to applicable law together with the bylaws and constitution of the Foundation, the Parties, in consultation with the Ultimate Recipients, shall identify a mutually agreed upon entity to replace the Foundation as the new recipient of the Agreement (a "**New Recipient**"). The New Recipient will assume the responsibilities of the Agreement on behalf of the Foundation and in accordance with the terms of this Agreement. Subject to applicable law together with the bylaws and constitution of the Foundation, any of the Foundation's material

assets shall be liquidated and returned to the pooled investment or assigned to the New Recipient, upon agreement of both Parties.

- 12.2 If the Foundation is to be wound up or dissolved and there is not a New Recipient, subject to applicable law together with the bylaws and constitution of the Foundation, its assets remaining after its debts and obligations have been satisfied shall be liquidated and out of the moneys arising from the liquidation, and each Ultimate Recipient shall receive their proportional share of remaining Grant Funds, accounting for any disbursements made to date.

### **13. Records, Audits, and Evaluations**

- 13.1 The Foundation shall maintain accounting records according to generally accepted accounting principles or international financial reporting standards, as applicable; these records and supporting documentation relating to this Agreement shall be retained for no less than six years following expiration or termination of this Agreement.
- 13.2 The Foundation shall make accounting records and supporting documentation in connection with the Grant Funds available to the Auditor General of Canada when requested by the Auditor General for the purposes of an inquiry under subsection 7.1(1) of the *Auditor General Act*.
- 13.3 DFO may choose to conduct an evaluation of the Agreement as an instrument of policy of the Government of Canada, at the Minister's own cost and with reasonable advance notice to the Foundation. The Foundation will provide the Minister (acting reasonably) with access to the appropriate records to conduct such an evaluation. DFO shall share a copy of the resulting report with the Foundation, and the Parties agree to discuss any concerns raised in the report.
- 13.4 Results of evaluations undertaken by the Minister pursuant to section 13.3 of this Schedule 3 may be tabled in Parliament, at the Minister's discretion.

### **14. Reporting**

- 14.1 The Foundation will provide to DFO and the Ultimate Recipients a copy of its Annual Report, which will describe disbursements and investments, costs, and activities of the Foundation for each year in which the Fund is invested, in each case in a manner determined by the Foundation, acting reasonably; and, upon request by DFO, illustrative examples of supported activities, where available. This Annual Report may be tabled in Parliament or used to inform reporting to Parliament for purposes of accountability for use of public money by the Minister.

**SCHEDULE 4**  
**DESCRIPTION OF ELIGIBLE COSTS AND ACTIVITIES**

**1. Description of Eligible Costs**

- 1.1 Eligible Costs include any costs necessary to establish and manage the Fund, including administration, investment and reporting activities, as well as costs related to the investment of the Fund in perpetuity.
- 1.2 The following expenditures are ineligible: amortization of existing assets; refinancing of existing debts; and lobbying activities or donations.

**2. Description of Eligible Activities**

- 2.1 Eligible Activities are activities that support the Ultimate Recipients in management and stewardship activities, including:
  - 2.1.1 establishing and managing new MPAs and advancing and implementing the MPA Network;
  - 2.1.2 advancing conservation in their territories; and
  - 2.1.3 collaborative governance of the MPAs and MPA Network with the Governments of Canada and British Columbia,
- 2.2 These activities are focused on the marine portion of the respective territories of the Ultimate Recipients in the Northern Shelf Bioregion/Great Bear Sea.



# GREAT BEAR SEA PROJECT FINANCE FOR PERMANENCE GRANT AGREEMENT

## COMMUNITY PROSPERITY FUND

BETWEEN

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 (hereinafter called “**DFO**” or “**Canada**”)

AND

COASTAL INDIGENOUS PROSPERITY SOCIETY, a society incorporated under the *Societies Act* (British Columbia) (hereinafter called the “**Society**”)

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

WHEREAS:

- A. This Agreement is intended to support Canada’s commitment to the Great Bear Sea Project Finance for Permanence (“**GBS PFP**”), an Indigenous-led conservation initiative, in accordance with the GBS PFP Closing Agreement.
- B. The *Department of Fisheries and Oceans Act, 1985*, R.S.C., 1985, c. F-15, establishes the Department of Fisheries and Oceans and authorizes the powers, duties and functions of its Minister for matters relating to the coordination of the policies and programs of the Government of Canada respecting oceans.
- C. The Parties confirm their commitment to a relationship based on mutual respect and understanding and have developed this Agreement collaboratively.
- D. In accordance with the terms and conditions of this Agreement, DFO has agreed to provide funding in a single payment to the Society for further distribution in compliance with the corporate purposes of the Community Prosperity Fund to support the Ultimate Recipients.
- E. The grant provided under this Agreement is consistent with the GBS PFP approach as it supports large-scale, long-term conservation among all the key partners, including Indigenous governments and organizations, provinces, territories and philanthropic organizations to identify and realize collective goals for protecting nature and halting

biodiversity loss, and to explore opportunities and co-benefits for sustainable economic development and community well-being;

- F. Philanthropic organizations have committed to make a financial contribution to the GBS PFP that meets or exceeds Canada's minimum 1:4 ratio of philanthropic to federal funding for project finance for permanence.
- G. This Agreement is based on mutual trust and reflective of a nation-to-nation relationship expected in Canada's actions to implement the *United Nations Declaration on the Rights of Indigenous Peoples Act* as well as the *Calls to Action* outlined by the Truth and Reconciliation Commission;

THEREFORE, the Parties agree as follows:

**1. Definitions**

- 1.1 Capitalized terms used in this Agreement, including the Recitals and Schedules, have the meanings given to them in this Agreement and in Schedule 1.

**2. Purpose**

- 2.1 The Parties agree that the purpose of this Agreement is to:
  - (a) establish the Community Prosperity Fund (the "**Fund**") to support Ultimate Recipients in activities related to community development, cultural programming, scaling up of stewardship infrastructure, and conservation-based economic development, and any other activities that support the spirit and intent of the GBS PFP;
  - (b) set out the terms and conditions by which DFO will provide funding to the Society;
  - (c) outline the investment principles, policies, standards and procedures that will be followed by the Society in managing the Grant Funds; and
  - (d) support the implementation of the GBS PFP Closing Agreement and the MPA Network Agreement and the Nation MPA Agreements.

**3. Interpretation**

- 3.1 The Parties agree that this Agreement:
  - (a) does not define, create, recognize, deny, amend, extinguish, abrogate, or derogate from any rights of the Ultimate Recipients, including any Aboriginal rights or title, or Treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;

- (b) is made without prejudice to the positions taken by either Party or any Ultimate Recipient with respect to Aboriginal or Treaty rights or Crown rights or title;
- (c) is not a land claims agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*; and
- (d) does not affect any Aboriginal or Treaty rights or other constitutional rights of any other Aboriginal group.

3.2 Participation in the Fund is without prejudice to the legal, and/or constitutional rights of, and to the positions which may be taken by either Party or any of the Ultimate Recipients in any legal proceeding.

3.3 As between this Agreement and any attached Schedule, this Agreement will prevail to the extent of the inconsistency or conflict.

#### **4. Schedules**

4.1 The following Schedules form part of the Agreement:

Schedule 1	Definitions
Schedule 2	General Terms and Conditions
Schedule 3	Financial Management, Payments, and Reporting
Schedule 4	Description of Eligible Costs and Activities
Schedule 5	Further Distribution of Funds to Ultimate Recipients

#### **5. Roles and Responsibilities**

5.1 The Parties agree to comply with all the terms and conditions set out in this Agreement and will work together in good faith to implement this Agreement and carry out their respective obligations in all material respects.

#### **6. Effect and Duration**

6.1 This Agreement will come into effect on execution by both Parties and, unless terminated earlier in accordance with the terms and conditions of this Agreement, will expire on March 31, 2040, or at such earlier time when the Fund is fully disbursed and reporting requirements are satisfied.

## **7. Grant Amount**

- 7.1 DFO will provide the Grant Funds as directed by the Society, in the entire amount of ONE HUNDRED AND TWENTY MILLION DOLLARS (\$120,000,000) to be paid out as a single payment on the condition that the Society maintains its eligibility as a not-for-profit Indigenous-Led Organization whose purpose is to oversee the management and disbursement of funds (the “**Eligibility Requirements**”).
- 7.2 The Parties acknowledge that the Grant Funds are to be managed such that they are disbursed over a period of 10-15 years to the Ultimate Recipients in accordance with the objectives of the Fund.
- 7.3 At the time of the execution of this Agreement, Canada’s Treasury Board has granted approval of the Minister’s request for authority to sign this Agreement on behalf of Canada, including the commitment to the funding set out in section 7.1. This payment will be made after appropriations are approved by Parliament, which includes in particular that the ‘Grant to the Coastal Indigenous Prosperity Society for the Great Bear Sea Project Finance For Permanence Community Prosperity Fund’ is listed in estimates tabled in the House of Commons and an Appropriation Act is passed authorizing DFO, and supplying funds to DFO, to make payment of the Grant Funds.

## **8. Amendment**

- 8.1 The Parties may amend this Agreement at any time, but such amendment will have no force or effect unless made in writing and signed by both Parties.

## **9. Survival**

- 9.1 The obligations of the Society under the following sections shall survive the expiry or early termination of the Agreement:
- (a) Section 9: Survival
  - (b) Schedule 2, section 6: Intellectual Property
  - (c) Schedule 2, section 7: Indigenous Knowledge
  - (d) Schedule 3, section 7: Disbursements
  - (e) Schedule 3, section 11: Wind-up and Dissolution
  - (f) Schedule 3, section 14: Reporting
  - (g) Schedule 4: Description of Eligible Costs and Activities

## **10. Termination**

- 10.1 Prior to the payment of Grant Funds and subject to section 10.3, DFO may terminate this Agreement if it is confirmed by an arbiter pursuant to the dispute resolution provisions set in section 11, that the Society is materially non-compliant with the terms and conditions of this Agreement.
- 10.2 The Society shall inform DFO in writing if it no longer meets the Eligibility Requirements or is otherwise materially non-compliant with terms of this Agreement. The Society shall provide DFO with access to records to verify eligibility and compliance, including validation of the Society's organizational status, validation of the activities being carried out or validation of the type of expenditures being incurred, in each case, as requested by DFO in writing and acting reasonably.
- 10.3 If the Minister of DFO (the "Minister") has reasonable cause to be concerned about material non-compliance by the Society as outlined in section 10.1 the Minister shall notify the Society in writing, the Parties will discuss the concerns, and the Society shall make reasonable efforts to remedy the issue, to the reasonable satisfaction of the Minister, within one hundred and twenty (120) days of the written notice (or other mutually agreed-upon written notice period). Remedies shall be mutually agreed upon and will be appropriate to address the severity and impact of the compliance issue.

## **11. Dispute Resolution**

- 11.1 If any dispute arises between DFO and the Society in connection with or arising out of this Agreement, or in respect of any legal relationship associated therewith or derived therefrom, either Party may deliver a written notice of dispute to the other Party, specifying the nature of the dispute and the requested resolution of the dispute. The Parties shall use their best efforts to settle any such dispute within thirty (30) days of delivery of the notice of dispute.
- 11.2 Where an issue remains unresolved, the Parties may develop a mutually agreed-to mediation process to facilitate the resolution of the issue that reflects traditional Indigenous approaches to resolving disputes.
- 11.3 If a dispute has not been resolved pursuant to section 11.1 or section 11.2 within thirty (30) days of the delivery of a notice of dispute, either Party may, by notice to the other Party, refer the dispute to be finally resolved by arbitration by a panel of three (3) arbitrators in accordance with the Commercial Arbitration Act (Canada). The arbitration will be administered by the Vancouver International Arbitration Centre pursuant to its applicable rules. The place of arbitration shall be Vancouver, British Columbia, Canada. The foregoing shall not preclude either Party from seeking a public law remedy in a court of competent jurisdiction.

## 12. Notices and Representatives

12.1 Where any information, notice or communication is required to be given under this Agreement, it will be in writing and delivered personally or by courier, registered mail or electronic mail, and unless notice to the contrary is given, will be addressed to the Party at:

To the Society:

Coastal Indigenous Prosperity Society  
750 - 475 West Georgia Street  
Vancouver, BC V6B 4M9  
Attention: Eddy Adra, CEO  
Telephone: 604-684-0223 Ext 2  
Email: [eddy@coastfunds.ca](mailto:eddy@coastfunds.ca)

To DFO:

Fisheries and Oceans Canada  
200 Kent Street  
Ottawa, ON K2P 2J8  
Attention: Kathy Graham, Director General, Marine Planning and Conservation  
Email: [Kathy.graham@dfo-mpo.gc.ca](mailto:Kathy.graham@dfo-mpo.gc.ca)

12.2 A notice or communication will be deemed to have been received:

- (a) the following business day if delivered in person;
- (b) three (3) business days after sending if sent by electronic mail;
- (c) five (5) business days after the posting if sent by regular mail; or
- (d) when receipt has been acknowledged by the other Party if sent by courier or registered mail.

12.3 A Party may change its representative and contact information by giving written notice of the change to the other Party.

12.4 The Society will notify DFO when it is no longer acting for or on behalf of an Ultimate Recipient by sending a notice, in writing, to that effect to DFO.

## 13. Ratification

13.1 The Society warrants that the representative(s) who execute this Agreement on behalf of the Society have the authority to bind the Society for the purposes of this Agreement.

- 13.2 The representative who executes this Agreement on behalf of DFO has the authority to enter into this Agreement on behalf of, and to bind, DFO.
- 13.3 Execution of this Agreement by the representatives referred to in sections 13.1 and 13.2 constitutes ratification of this Agreement by the Society and DFO.
- 13.4 The Society warrants that it is a society duly incorporated and in good standing under the applicable laws of Canada or of a province or a territory of Canada, as the case may be, and will remain in good standing under those laws at all times during the term of this Agreement.
- 13.5 The Society will inform any Ultimate Recipients of the contents of this Agreement and will provide them with a copy of this Agreement upon request.

**14. Execution in Counterparts**

- 14.1 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.
- 14.2 This Agreement may be signed in whole or in part by way of facsimile transmission or by e-mail delivery of a PDF data file and the Parties agree to accept and rely upon such facsimile or PDF signature as if it contained original signatures and such facsimile or PDF signature will have the same force and effect as an original document.

*[Remainder of page intentionally left blank – signature page to follow]*

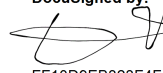
IN WITNESS WHEREOF the Parties have executed this Agreement as of the 21 day of June, 2024.

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Fisheries, Oceans and the Canadian Coast Guard



Diane Lebouthillier  
Minister of Fisheries, Oceans and the  
Canadian Coast Guard

COASTAL INDIGENOUS PROSPERITY SOCIETY by its duly authorized representative(s)

DocuSigned by:  
  
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Dallas Smith, Board Chair

DocuSigned by:  
*Eddy Adra*  
054E5BEFAB844AE...

Eddy Adra, CEO



## **SCHEDULE 1 DEFINITIONS**

In this Agreement:

**“Agreement”** means this Agreement and any Schedules attached to it, as amended from time to time in accordance with this Agreement;

**“Annual Report”** means a report which will describe disbursements, investments, costs and activities of the Society for each Financial Year in which the Fund is invested, to be provided by the Society to DFO in accordance with Schedule 3 of this Agreement;

**“Board”** means the board of directors of the Society as appointed in accordance with the governing documents of the Society from time to time;

**“Contractual Arrangement(s)”** means a binding agreement(s), financial or otherwise, between two or more parties including any contract or long-term obligation but, for greater certainty, does not include this Agreement;

**“Eligible Activities”** means the activities described in Schedule 4;

**“Eligible Costs”** means the costs and expenditures described in Schedule 4;

**“Eligibility Requirements”** has the meaning set out in section 7.1;

**“Financial Year”** or **“Fiscal Year”** means the one-year period beginning with April 1 of a calendar year and ending with March 31 of the next calendar year;

**“Fund”** means the Community Prosperity Fund established by the Society in connection with the GBS PFP to hold funds including the Grant Funds;

**“GBS PFP”** has the meaning set out in recital A;

**“GBS PFP Closing Agreement”** means the agreement reached between Canada, the Province of British Columbia, the Ultimate Recipients, Coast Conservation Endowment Fund Foundation and Coastal Indigenous Prosperity Society dated for reference June 21, 2024 related to the GBS PFP;

**“Grant Funds”** means funds that DFO will provide to the Society up to the amount referred to in section 7 of this Agreement;

**“Indigenous-Led Organization”** means an organization that conducts itself in a manner that is consistent with the ID4M framework established by The Circle for Philanthropy as more particularly described at <https://www.the-circle.ca/the-i4dm.html> as such framework subsists from time to time;

**“Intellectual Property”** means all rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including all intellectual creations legally protected through legislation or subject to protection under the law as trade secrets;

**“MPA Network Agreement”** means the collaborative governance agreement including its schedules, for the advancement and implementation of the MPA Network dated for reference June 21, 2024, between the Ultimate Recipients, Canada and British Columbia, which is attached as Schedule 5 to the GBS PFP Closing Agreement, and as may be amended from time to time;

**“Nation MPA Agreements”** means the collaborative governance agreements, including its schedules, for the establishment and management of one or more MPA within the MPA Network between an Ultimate Recipient, Canada and British Columbia that are listed in Schedule 4 to the GBS PFP Closing Agreement; and

**“Ultimate Recipients”** means, for the purposes of this Agreement, the North Pacific Coast Indigenous Nations who are signatories to the GBS PFP Closing Agreement and the MPA Network Agreement as of their effective dates.

## **SCHEDULE 2 GENERAL TERMS AND CONDITIONS**

### **1. Indemnification and Limitation of Liability**

- 1.1 The Society will have no claim on His Majesty the King in right of Canada related to any Contractual Arrangement entered into in relation to this Agreement.
- 1.2 Each Party (the “Indemnifying Party”) shall indemnify and save harmless the other Party (the “Indemnified Party”) from and against all claims of third parties, including losses, damages, costs and expenses that may be brought against or suffered by such Indemnified Party, and such Indemnified Party may incur, caused by or related to activities carried out by the Indemnifying Party or its officers, employees, agents, or contractors in the course of carrying out the Indemnifying Party’s obligations under this Agreement, provided that the liability of an Indemnifying Party hereunder shall, in no event, exceed the amount of the then remaining unallocated Grant Funds.
- 1.3 The Parties acknowledge and agree that they will not be liable under this Agreement for the indirect, or consequential damages of the other Party, nor for the loss of revenues or profits.

### **2. No Employee Relationship, Agency Relationship or Assignment**

- 2.1 Nothing in this Agreement, nor any acts of the Society or of DFO creates or is intended to create an agency, association, employer-employee, or joint-venture relationship between the Society and His Majesty the King in right of Canada.
- 2.2 Neither Party will at any time hold itself out as acting as an agent of the other Party.
- 2.3 The Society shall not assign its rights or obligations hereunder to any person without the express written consent of DFO (not to be unreasonably withheld) and shall be and remain jointly and severally liable for all obligations to DFO notwithstanding any assignment.

### **3. Conflict of Interest and Lobbyist Registration**

- 3.1 Any current or former public-office holder or public servant to whom the *Conflict of Interest Act*, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall not derive a direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 3.2 No member of the Senate or House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise from it that is not available to the general public. Members of the Senate and the House of Commons are not and will not be appointed to the Board.

3.3 The Society acknowledges that any person lobbying on its behalf must be in compliance with the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.)

#### **4. Public Acknowledgement and Communications**

4.1 The Society acknowledges and agrees that its name, the amount of the Grant Funds and the general nature of the activities supported by this Agreement may be made publicly available by DFO.

4.2 The Society may publicly acknowledge the Grant Funds provided by DFO under this Agreement in any publication, other media or public information release with respect to the activities supported by this Agreement.

4.3 Subject to sections 5, 6 and 7 of this Schedule 2, the Society shall provide reasonable public access to information relating to the use of the Grant Funds.

#### **5. Confidentiality**

5.1 Subject to section 5.2, DFO will treat confidentially and not disclose or reproduce, and will cause its agents, employees, representatives, consultants and advisors (collectively, the “Representatives”) to treat confidentially and not disclose or reproduce, any information that has been identified as confidential, in whatever form provided by the Society to, or shared with, DFO in confidence which, for certainty may include Intellectual Property and Indigenous Knowledge (the “Confidential Information”). Further, DFO may disclose the Confidential Information only to those of the Representatives who need to know the Confidential Information for the purposes of carrying out this Agreement. DFO will inform the Representatives of the confidential nature of the Confidential Information and cause each of the Representatives to treat the Confidential Information confidentially in accordance with this Agreement and not disclose or reproduce the Confidential Information. DFO acknowledges that any violation of the provisions of this Agreement may cause irreparable damage or injury to the Society or the Ultimate Recipients, the exact amount of which may be impossible to ascertain. DFO will be responsible for any breach of this section 5.1 by the Representatives.

5.2 Any information provided by or to DFO or shared by or with DFO under this Agreement will be subject to the *Access to Information Act* R.S.C., 1985, c. A-1, and the *Privacy Act*, R.S.C., 1985, c. P-21 where applicable.

#### **6. Intellectual Property**

6.1 DFO and the Society may negotiate the terms by which Intellectual Property that is created, gathered or organized by the Society or the Ultimate Recipients, as appropriate, in carrying out the activities under this Agreement may be shared. These negotiations would be guided by shared respect for the United Nations Declaration on the Rights of

Indigenous Peoples (UNDRIP or UN Declaration) and the *United Nations Declaration on the Rights of Indigenous Peoples Act* (UN Declaration Act or UNDA) and strive to respect, when possible, the principles of Indigenous ownership, control, access and possession.

- 6.2 Any Intellectual Property that is created, gathered or organized by the Society or the Ultimate Recipients in carrying out the activities under this Agreement will be owned by the Society or the Ultimate Recipients, as appropriate, or as required under any agreement between the Society and the Ultimate Recipients.
- 6.3 His Majesty the King in right of Canada retains the right to obtain and utilize with the written permission of the Society or the Ultimate Recipients, as appropriate, and without cost, the Intellectual Property identified in section 6.2 of this Schedule 2, under the terms negotiated in section 6.1 of this Schedule 2.
- 6.4 In respect of Intellectual Property that the Society does not own, the Society warrants that it will secure from the Ultimate Recipients, as appropriate and to the extent reasonable in the circumstances, the rights it requires to meet its obligations under section 6.1 of this Schedule 2.

## **7. Indigenous Knowledge**

- 7.1 Indigenous knowledge will not be obtained or utilized by DFO for any purpose without the written permission of the Society as authorized by the relevant Ultimate Recipient(s). Any Indigenous knowledge obtained or utilized by DFO pursuant to this Agreement remains the property of the relevant Ultimate Recipient(s). The negotiation of a written permission would be guided by shared respect for the United Nations Declaration on the Rights of Indigenous Peoples (**UNDRIP or UN Declaration**) and the *United Nations Declaration on the Rights of Indigenous Peoples Act* (**UN Declaration Act or UNDA**) and strive to respect, when possible, the principles of Indigenous ownership, control, access and possession.

## **8. Acts and Regulations**

- 8.1 Nothing in this Agreement affects the requirement for an assessment of environmental effects under a federal impact/environmental assessment regime, such as the *Impact Assessment Act*.
- 8.2 The Society shall, in all material respects, ensure compliance with all statutes, regulations and other applicable laws governing the Society in carrying out the obligations of this Agreement.

## **SCHEDULE 3 FINANCIAL MANAGEMENT, PAYMENTS, AND REPORTING**

### **1. Prudent Person Principle for Fund Management**

- 1.1 The Society shall invest and manage the Grant Funds in accordance with this Agreement and the Investment Policy (as defined below), and generally according to investment policies, standards and procedures that a prudent person would follow in making investment decisions regarding property belonging to others (the “**Prudent Person Principle**”). Investment decisions in respect of the Grant Funds shall be made with the principal objectives being to meet future disbursement requirements and offsetting administrative costs.

### **2. Investment Committee**

- 2.1 The Investment, Finance and Audit Committee of the Society (the “**Committee**”) and the Board will oversee all matters related to the investment management of the Grant Funds. The DFO acknowledges that: (a) the Committee will be composed of at least three directors who may not be employees of the Society; and (b) quorum shall be two. The Society acknowledges that at least one member of the Committee should have a financial designation or relevant financial management expertise.

### **3. Investment of the Fund**

- 3.1 Without limiting the generality of section 1.1 of this Schedule 3, the Society shall ensure that any amount of the Grant Funds that is invested (that has not been disbursed or committed) is, as applicable, invested in accordance with the Prudent Person Principle.

### **4. Investment Policy & Guidelines**

- 4.1 The Committee shall establish (or utilize its existing) written investment policies and guidelines as updated from time to time (together referred to herein as the “**Investment Policy**”) which shall be approved by the Board or the Committee in accordance with the Society’s governance policies (also as updated from time to time). The guidelines in connection with the Investment Policy shall define the style of investment management, such as the selection of active versus passive managers, as well as specific investment instruments that would be used in managing the Fund. The Committee shall ensure that the Board is regularly made aware of any significant financial risks facing the Society (to the extent such risks come to the attention of the Committee from time to time), including the consequences of potential significant losses of investments or any part of the Fund. The Investment Policy shall be reviewed no less frequently than annually. The Investment Policy shall include the following components:

- (a) long-term return objectives and expectations;

- (b) diversification policy of the Fund's investment portfolio, including various quantitative limits on investments;
- (c) asset allocation strategy including specific range for short-term fluctuation for each asset class and the long-term targeted asset mix;
- (d) permitted investment instruments and trading activities;
- (e) prohibited investment instruments and trading activities;
- (f) policy on the use of derivatives;
- (g) liquidity policy outlining how the Fund's liquidity needs will be addressed;
- (h) risk management policies outlining procedures to manage and mitigate various types of risks that the Society faces;
- (i) policy on the lending of cash or securities;
- (j) the retention or delegation of voting rights acquired through investments;
- (k) policy on socially responsible investing;
- (l) performance measurement and monitoring procedures; and
- (m) such other matters as the Committee may determine from time to time.

4.2 Until the Investment Policy is approved pursuant to section 4.1 of this Schedule 3 and an investment advisor is appointed to the Fund, the Board or the Committee shall ensure that the principal amount of the Fund be invested in low-risk, liquid short-term securities denominated in Canadian dollars.

## **5. Investment Advisor and Portfolio Manager**

5.1 The Board shall approve, or the Committee shall recommend to the Board for its approval, the appointment of one or more independent, external investment advisors to provide investment advice. Further, the Board may approve, or the Committee may recommend to the Board for approval, the appointment of one or more professional portfolio managers to invest the Fund consistent with the approved Investment Policy.

## **6. Conflict of Interest Concerning Investment Management**

6.1 The Board or the Committee shall ensure that all investment advisors or portfolio managers who are involved in the investment management of the Fund disclose in writing, on a timely basis, the nature and extent of his/her connection to or dependency

on an Ultimate Recipient or material interest in an entity that is owned or controlled by an Ultimate Recipient.

- 6.2 The Board or the Committee shall also ensure that the Society's conflict of interest policies and procedures cover, among others, voting, prohibited transactions, continuing disclosure and avoidance standards.

**7. Borrowing**

- 7.1 Except as provided in section 7.2 of this Schedule 3 or as approved by DFO (acting reasonably), the Society shall not borrow money, issue any debt obligation, or give any guarantees to secure a debt or other obligation of another entity.

- 7.2 The Society shall be permitted to maintain an operating line of credit to ensure that it has the appropriate cash flow for its ongoing operations, provided that the line of credit is maintained with a Canadian financial institution that is a member of the Canadian Payments Association according to standard terms and conditions, and provided further that the operating line of credit outstanding at any time does not exceed 1% of the book value of the Society's assets.

**8. Quantitative Limits on Investment Holdings of the Fund**

- 8.1 The Society acknowledges that investments in the securities of any one issuer, or two or more affiliated entities shall be limited to no more than 10% of the assets of the Fund's investment portfolio.

- 8.2 DFO agrees that section 8.1 of Schedule 3 above does not apply in respect to:

- (a) investments in securities issued by the Government of Canada or the government of a province or the government of the United States, or securities that carry the full faith and credit of either; and
- (b) any index, segregated, mutual or pooled fund.

- 8.3 The Society acknowledges that the Fund's investments in the equities of any one issuer shall be limited to no more than 10% of the outstanding stock (or of any single class thereof) of the issuer.

- 8.4 The Society shall maintain a portion of its investment portfolio in cash or cash equivalent instruments to meet the Fund's liquidity needs in accordance with the Investment Policy.

**9. Restrictions on Investments and Trading Activities**

- 9.1 The Society undertakes not to engage or invest the Grant Funds in the following:



- (a) fixed-income instruments rated below BBB - by Standard & Poors or Fitch Ratings, Baa3 by Moody's or BBB – Morningstar by DBRS at time of purchase;
- (b) derivatives or any instruments that have derivative holdings other than for risk mitigating purposes, or consistent with past practices of the Society including for the purposes of reducing transaction costs or for liquidity management purposes;
- (c) commodities; and
- (d) repurchase agreements against securities which are not permitted to be held in the Fund's investment portfolio,

provided that, in each case, the Society's abstinence from such investments does not violate or is not inconsistent with the Prudent Person Principle.

- 9.2 Where external credit ratings are applied, investments or counterparties shall have a credit rating from at least two of the four following rating agencies: Moody's Investors Service, Inc, Standard & Poor's Ratings Services, Fitch Ratings Ltd and DBRS Ltd. When there are two or more ratings for an entity, the lower of the highest two ratings should be used to assess eligibility, in accordance with Basel II rules. When there is an assumption of government support in the rating, stand-alone ratings should be used where available; otherwise, the official rating should be used.

## **10. Disbursements**

- 10.1 The Society may use Grant Funds to pay reasonable administrative costs of the Society and such administrative costs shall not exceed 3% of invested funds per year.
- 10.2 Disbursements must conform to the Eligible Costs and Eligible Activities and shall be allocated by the Society in accordance with the terms and conditions agreed to between the Society and Ultimate Recipients from time to time.

## **11. Stacking Limit**

- 11.1 DFO supports partnering arrangements where Indigenous recipients seek finance assistance from other funding sources. Under the stacking limit, however, funding for a specific Eligible Activity from all federal, provincial, territorial and municipal sources cannot exceed one hundred percent (100%) of the cost of such Eligible Activity.

## **12. Wind-up and Dissolution**

- 12.1 If the Society is to be wound up or dissolved, subject to applicable law together with the bylaws and constitution of the Society, the Parties, in consultation with the Ultimate Recipients, shall identify a mutually agreed upon entity to replace the Society as the new recipient of the Agreement (a "New Recipient"). The New Recipient will assume the responsibilities of the Agreement on behalf of the Society and in accordance with the

terms of this Agreement. Subject to applicable law together with the bylaws and constitution of the Society, any of the Society's material assets shall be liquidated and returned to the pooled investment or assigned to the New Recipient, upon agreement of both Parties.

- 12.2 If the Society is to be wound up or dissolved and there is not a New Recipient, subject to applicable law together with the bylaws and constitution of the Society, its assets remaining after its debts and obligations have been satisfied shall be liquidated and out of the moneys arising from the liquidation, and each Ultimate Recipient shall receive their proportional share of remaining Grant Funds, accounting for any disbursements made to date.

### **13. Records, Audits, and Evaluations**

- 13.1 The Society shall maintain accounting records according to generally accepted accounting principles or international financial reporting standards, as applicable; these records and supporting documentation relating to this Agreement shall be retained for no less than six years following expiration or termination of this Agreement.
- 13.2 The Society shall make accounting records and supporting documentation in connection with the Grant Funds available to the Auditor General of Canada when requested by the Auditor General for the purposes of an inquiry under subsection 7.1(1) of the *Auditor General Act*.
- 13.3 DFO may choose to conduct an evaluation of the Agreement as an instrument of policy of the Government of Canada, at the Minister's own cost and with reasonable advance notice to the Society. The Society will provide the Minister (acting reasonably) with access to the appropriate records to conduct such an evaluation. DFO shall share a copy of the resulting report with the Society, and the Parties agree to discuss any concerns raised in the report.
- 13.4 Results of evaluations undertaken by the Minister pursuant to section 13.3 of this Schedule 3 may be tabled in Parliament, at the Minister's discretion.

### **14. Reporting**

- 14.1 The Society will provide to DFO and the Ultimate Recipients a copy of its Annual Report, which will describe disbursements and investments, costs, and activities of the Society for each year in which the Fund is invested, in each case in a manner determined by the Society, acting reasonably; and, upon request by DFO, illustrative examples of supported activities, where available. This Annual Report may be tabled in Parliament or used to inform reporting to Parliament for purposes of accountability for use of public money by the Minister.

**SCHEDULE 4  
DESCRIPTION OF ELIGIBLE COSTS AND ACTIVITIES**

**1. Description of Eligible Costs**

- 1.1 Eligible Costs include any costs necessary to establish and manage the Fund, including administration and reporting activities, as well as costs related to the further disbursement of funds to the Ultimate Recipients.
- 1.2 The following costs are ineligible: amortization of existing assets; refinancing of existing debts; and lobbying activities or donations.

**2. Description of Eligible Activities**

- 2.1 Eligible Activities are those related to supporting community development, cultural programming, scaling up of stewardship infrastructure, and conservation-based economic development as determined by communities and any other activities that support the spirit and intent of the GBS PFP.
- 2.2 These activities are focused on the marine portion of the respective territories of the Ultimate Recipients in the Northern Shelf Bioregion/Great Bear Sea.

**SCHEDULE 5  
FURTHER DISTRIBUTION OF FUNDS TO ULTIMATE RECIPIENTS**

**1. Description of the Society's Responsibilities in Further Distribution of Funds**

- 1.1 The Society shall remain accountable to the DFO for the performance of its obligations under this Agreement, with the expectation of transparent, fair and equitable processes for the further distribution of funding.
- 1.2 The Society will further distribute funding for selected GBS PFP projects to the Ultimate Recipients and will have a transparent and open decision-making process regarding Indigenous-led marine conservation.
- 1.3 The terms of written funding agreements between the Society and the Ultimate Recipients to receive distributed payments, might address the following:
  - (a) the responsibilities agreed between the Society and any Ultimate Recipient, including financial roles and responsibilities;
  - (b) provisions, as deemed appropriate, for oversight, reviews, audits and evaluations;
  - (c) provisions, as deemed appropriate, for the Society's access to the documents and premises of persons or entities that received distributed payments, for the purpose of monitoring compliance with the funding agreement; and
  - (d) provisions for the Society to make known the federal government's role in the funding provided to persons or entities that receive distributed payments.

**Schedule 3**  
**List of Philanthropy Donor Agreements**

The GBS Endowment Contribution Agreement between Nature United, The Nature Conservancy, Sitka Foundation, Gordon E. and Betty I. Moore Foundation, and Coast Conservation Endowment Fund Foundation dated for reference June 21, 2024.

The GBS Grant Agreement between the Bezos Earth Fund and Coast Conservation Endowment Fund Foundation dated for reference June 6, 2024.

The GBS Grant Agreement between Donner Canadian Foundation and Coast Conservation Endowment Foundation dated October 16, 2023.

The GBS Grant Agreement between Ecological Restoration Fund and Coast Conservation Endowment Fund Foundation dated for reference June 3, 2024.

The GBS Grant Agreement between Houssian Foundation and Coast Conservation Endowment Fund Foundation dated for reference June 3, 2024

The GBS Grant Agreement between MakeWay and Coast Conservation Endowment Fund Foundation dated for reference May 31, 2024.

The GBS Grant Agreement between McLean Foundation and Coast Conservation Endowment Fund Foundation dated 2nd May 2024.

The GBS Grant Agreement between North Family Foundation and Coast Conservation Endowment Fund Foundation dated for reference June 11, 2024.

The GBS Grant Agreement between Patagonia's Holdfast Collective and Coast Conservation Endowment Fund Foundation dated 15th May 2023.

The GBS Grant Agreement between Wilburforce Foundation and Coast Conservation Endowment Foundation dated March 25, 2024

The GBS Grant Agreements between Willowgrove Foundation and Coast Conservation Endowment Foundation dated June 26, 2023.

**Schedule 4: List of Nation MPA Agreements**

1. Nation MPA Agreement between Haida Nation, Canada, and British Columbia dated for reference June 21, 2024
2. Nation MPA Agreement between Gitga'at First Nation, Canada, and British Columbia dated for reference June 21, 2024
3. Nation MPA Agreement between Gitxaala Nation, Canada, and British Columbia dated for reference June 21, 2024
4. Nation MPA Agreement between Haisla Nation, Canada, and British Columbia dated for reference June 21, 2024
5. Nation MPA Agreement between Kitselas First Nation, Canada, and British Columbia dated for reference June 21, 2024
6. Nation MPA Agreement between Kitsumkalum Band, Canada, and British Columbia dated for reference June 21, 2024
7. Nation MPA Agreement between Metlakatla First Nation, Canada, and British Columbia dated for reference June 21, 2024
8. Nation MPA Agreement between Heiltsuk Nation, Canada, and British Columbia dated for reference June 21, 2024
9. Nation MPA Agreement between Kitasoo Xai'xais Nation, Canada, and British Columbia dated for reference June 21, 2024
10. Nation MPA Agreement between Nuxalk Nation, Canada, and British Columbia dated for reference June 21, 2024
11. Nation MPA Agreement between Wuikinuxv Nation, Canada, and British Columbia dated for reference June 21, 2024
12. Nation MPA Agreement between Da'naxda'xw-Awaetlala First Nation, Canada, and British Columbia dated for reference June 21, 2024
13. Nation MPA Agreement between K'omoks First Nation, Canada, and British Columbia dated for reference June 21, 2024
14. Nation MPA Agreement between Kwiakah First Nation, Canada, and British Columbia dated for reference June 21, 2024
15. Nation MPA Agreement between Mamalilikulla First Nation, Canada, and British Columbia dated for reference June 21, 2024
16. Nation MPA Agreement between Tlowitsis Nation, Canada, and British Columbia dated for reference June 21, 2024
17. Nation MPA Agreement between Wei Wai Kum First Nation, Canada, and British Columbia dated for reference June 21, 2024

**Schedule 5: MPA Network Agreement**

**COLLABORATIVE GOVERNANCE AGREEMENT  
FOR THE ADVANCEMENT AND IMPLEMENTATION OF THE NORTHERN SHELF BIOREGION  
MARINE PROTECTED AREAS NETWORK (“MPA NETWORK AGREEMENT”)**

Dated for Reference: June 21, 2024

**BETWEEN**

**HAIDA NATION,**  
as represented by the Council of the Haida Nation  
**GITGA’AT FIRST NATION,**  
as represented by their Chief and Council  
**GITXAALA NATION,**  
as represented by their Chief and Council  
**HAISLA NATION,**  
as represented by their Chief and Council  
**KITSELAS FIRST NATION,**  
as represented by their Chief and Council  
**KITSUMKALUM INDIAN BAND,**  
as represented by their Chief and Council  
**METLAKATLA FIRST NATION,**  
as represented by their Chief and Council  
**HEILTSUK NATION,**  
as represented by their Chief and Council  
**KITASOO XAI’XAIS NATION,**  
as represented by their Chief and Council  
**NUXALK NATION,**  
as represented by their Chief and Council  
**WUIKINUXV NATION,**  
as represented by their Chief and Council  
**DA’NAXDA’XW-AWAETLALA,**  
as represented by their Chief and Council  
**K’OMOKS FIRST NATION,**  
as represented by their Chief and Council  
**KWIAKAH FIRST NATION,**  
as represented by their Chief and Council  
**MAMALILIKULLA FIRST NATION,**  
as represented by their Chief and Council  
**TLOWITSIS NATION,**  
as represented by their Chief and Council  
**WEI WAI KUM FIRST NATION,**  
as represented by their Chief and Council

(each a “Nation” and all of them the “Nations”),



**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**”)

**WHEREAS**

- A. The Nations hold Aboriginal rights, including the inherent rights of self-government and self-determination, that are grounded in the Nations’ 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 Nations have an inextricable relationship with their territories, including the marine areas and species, which is informed by their laws, legal systems, values, customs, and ethics, which are integral to the Nations’ 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 Nations, 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, and the 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 Nations, 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 to advance and implement 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 MPA Network through this MPA Network Agreement, together with the Nations MPA Agreements, 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 MPA Network Agreement, including the Recitals and Schedules have the following meaning:
  - a) **“Agreement”** or **“MPA Network 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 the Nations to Nations, Governments to Governments processes and structures described in this MPA Network Agreement, that support Consensus recommendations and decision making, and the authorities, responsibilities, laws and jurisdictions of Canada, British Columbia and the Nations being exercised collaboratively, to support the advancement and implementation of the MPA Network;
  - c) **“Collaborative Governance Outcomes”** means the outcomes in the Collaborative Governance of the MPA Network set out in section 6 of this MPA Network 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 the Nation MPA Agreements or any Establishment Agreement;
- f) **“Conservation Pathways”** means the anticipated milestones and targeted timelines related to a proposed MPA attached as schedule 2 to the Nation MPA Agreements and as updated from time to time under those agreements;
- g) **“Conservation Plan”** means the plan that is attached as Schedule 4 to this MPA Network Agreement that provides the Parties’ June 2024 summary of: proposed protective and interim measures and the Conservation Pathways for proposed Category 1 MPAs; the approach to identifying proposed MPAs comprised of one or more Category 2 Zones; and the approach to identifying proposed MPAs in Category 3 Areas, including where relevant the enhancement or expansion of Existing Sites, as those categories are described in the Network Action Plan;
- h) **“Decision Makers”** means the officials or their delegates of the Nations, of British Columbia, and of the Minister of 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 the MPA Network in accordance with their respective jurisdictions, laws, policies, or customs;
- i) **“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;
- j) **“Establishment”** means advancing, planning, feasibility, design, and designation of a MPA;
- k) **“Establishment Agreement”** means a Collaborative Governance agreement reached between one or more Nation, Canada and/or British Columbia, which may include other nations, related to the Establishment of one or more MPA within the MPA Network;
- l) **“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 of a Nation MPA Agreement;

- m) **“GBS PFP Closing Agreement”** means the agreement between the Parties to this Agreement as of its effective date and Coast Funds, dated for reference June 21, 2024, related to the Great Bear Sea Project Finance for Permanence;
- n) **“Great Bear Sea Project Finance for Permanence” or “GBS PFP”** means the initiative described in the GBS PFP Closing Agreement;
- o) **“Leadership Council”** means the council of the Parties’ representatives created under section 7.3 of this MPA Network Agreement;
- p) **“Management”** includes the on-going implementation, coordination, operations, stewardship, and monitoring of a MPA;
- q) **“Management Direction”** means any direction, statement, measure, MPA Management Plan, or other document, developed and approved by the parties to a Nation MPA Agreement or any Establishment Agreement that provides official direction for the Management a MPA;
- r) **“Management Representatives”** means the management representatives under a Nation MPA Agreement or any Establishment Agreement;
- s) **“Marine Protected Areas” or “MPAs”** 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 MPA Network 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 sites, including an Existing Site, only when added to schedule 1 of a Nation MPA Agreement.
- t) **“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 to a Nation MPA Agreement or any Establishment Agreement will strive to implement these actions;
- u) **“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 MPA Network 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, the Nation MPA Agreements, and any Establishment Agreements;

- v) **“MPA Network Monitoring Framework”** means the framework for monitoring and evaluating the MPA Network developed by the Parties as approved by the Network Committee under this Agreement;
- w) **“Nation MPA Agreements”** means the Collaborative Governance Agreements for the Establishment and Management of one or more MPA within the MPA Network between a Nation, Canada and British Columbia that are listed in Schedule 3, as that Schedule may be updated from time to time by agreement of the Leadership Council;
- x) **“Network Action Plan”** means the Network Action Plan for the MPA Network in the Northern Shelf Bioregion endorsed by the Parties in February 2023;
- y) **“Network Committee”** means the committee established by the Parties under Section 7.5 of this MPA Network Agreement;
- z) **“Network Design Elements”** means the components that inform the 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 in accordance with this MPA Network Agreement;
- aa) **“Network Goals”** means the goals set out in the Network Action Plan;
- bb) **“Network Technical Committee”** means the committee established by the Parties under Section 7.6 of this MPA Network Agreement;
- cc) **“Network Scale”** means those polices, management actions, monitoring and other activities that support the MPA Network’s Goals and Network Design Elements under this Agreement, including those identified in Schedule 2;
- dd) **“Network Secretariat”** means the body established by the Parties under section 7.7 of this MPA Network Agreement;
- ee) **“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 this MPA Network Agreement;
- ff) **“Party” or “Parties”** means each of the Nations, Canada and British Columbia, and **“Parties”** means all of them collectively;

- gg) **“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;
- hh) **“Schedules”** means the following schedules, which form part of this MPA Network Agreement, and any other schedules the Parties agree in writing to attach to this Agreement from time to time:
- (1) **Schedule 1:** List of all Category 1 sites, Category 2 zones, and Category 3 areas as those categories are described in the Network Action Plan, as updated from time to time by the Leadership Council;
  - (2) **Schedule 2:** General Description of Network and Site Scale activities;
  - (3) **Schedule 3:** List of Nation MPA Agreements and Establishment Agreements, updated from time to time by the Leadership Council;
  - (4) **Schedule 4:** Conservation Plan; and
  - (5) **Schedule 5:** Map of Northern Shelf Bioregion.
- ii) **“Senior Officials”** means senior-level representatives of the Parties that have the authority to discuss and provide direction and guidance to assist with the implementation of this MPA Network Agreement, including reaching Consensus on a solution to an issue or dispute;
- jj) **“Site Design”** means the boundaries, Conservation Objectives and conservation measures specific to a MPA; and
- kk) **“Site Scale”** means work conducted under a Nation MPA Agreement and/or any Establishment Agreement related to a specific MPA, including that which is identified in Schedule 2.

## 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 any 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 each of the Nations, or Crown rights or title;
  - d) does not diminish, modify, discharge, or displace the Crown's constitutional obligations to each of the Nations, 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 MPA Network 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 MPA Network 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 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 MPA Network 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 Without limiting the generality of section 2.1, participation and reaching Consensus among two or more of the Nations or other First Nations, in the Establishment or Management of a MPA or the advancement and implementation of the MPA Network does not define, create, recognize, deny, or amend any title, rights or responsibilities of a Party.
- 2.9 This MPA Network 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.
- 2.10 The Parties to this MPA Network 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.
- 2.11 The Parties to this MPA Network 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.
- 2.12 For greater certainty, and without limiting the generality of sections 2.1, 2.10, and 2.11, this MPA Network Agreement does not prevent, change, add or derogate from any current or future negotiations, discussions, arrangements, or agreements between: a. Canada and one or more of the Nations; b. British Columbia and one or more of the Nations; c. Canada and British Columbia; or d. a Nation and one or more other Nation.
- 2.13 While the Collaborative Governance under this MPA Network Agreement does not govern activities at the Site Scale, the Collaborative Governance under this Agreement will support the advancement and implementation of the MPA Network including supporting Establishment and Management of the MPAs at the Site Scale. For greater certainty, the Leadership Council, the Network Committee and the Network Technical Committee under this Agreement do not have the authority to make Consensus decisions that impact the exercise of the Aboriginal or Treaty rights of a Nation, including the inherent rights of self-government and self-determination.



- 2.14 There will be no presumption that any ambiguity in any of the terms of this MPA Network Agreement should be interpreted in favour of any Party.
- 2.15 Except as the Parties may agree in writing, this MPA Network 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 MPA Network 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 MPA Network 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 4 are not legally enforceable obligations.

### **3. PURPOSE**

- 3.1 This MPA Network Agreement provides the Collaborative Governance commitments, structures, and processes through which the Parties will strive to reach Consensus in the Collaborative Governance of the MPA Network.
- 3.2 Collaborative Governance under this MPA Network Agreement to advance and implement the MPA Network supports the Parties’ mutual commitments to advance and apply Ecosystem Based Management within the Northern Shelf Bioregion.

### **4. IMPLEMENTATION RESPONSIBILITIES**

- 4.1 The leadership of the Nations are committed to work together to implement this MPA Network Agreement, including relying where appropriate, and as directed by one or more Nation, on regional and sub-regional bodies to support the work of the Network and Technical Committees.

- 4.2 The Parties acknowledge that advancement and implementation of the MPA Network under this and the Nation MPA Agreements will require multiple legal, legislative, or regulatory tools, and coordination with authorities responsible for those tools.
- 4.3 DFO will coordinate implementation of this MPA Network Agreement on behalf of Canada and will engage other relevant departments and agencies of the Government of Canada where appropriate.
- 4.4 WLRS will coordinate implementation of this MPA Network Agreement on behalf of British Columbia and will engage other relevant ministries and agencies of British Columbia where appropriate.

**5. COLLABORATIVE GOVERNANCE PRINCIPLES**

- 5.1 Collaborative Governance of the advancement and implementation of the MPA Network by the Parties under this MPA Network Agreement will be guided by the following:
  - a) the MPAs 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 Nations' 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 Nations;
  - e) respect for each of the Nation's section 35(1) Aboriginal or Treaty rights, including supporting the Nations' 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 at the Network Scale and wherever possible at Site Scales.
- 5.2 In addition to the principles set out in section 5.1 above, Canada will be guided by *Canada's 2017 Principles Respecting the Government of Canada's Relationship with Indigenous Peoples*.

- 5.3 In addition to the principles set out in section 5.1 above, British Columbia will be guided by British Columbia's 2018 Draft Principles Respecting the Government of British Columbia's Relationship with Indigenous Peoples.

## 6. COLLABORATIVE GOVERNANCE OUTCOMES

- 6.1 When implementing this MPA Network Agreement, the Parties will strive to achieve the following Collaborative Governance Outcomes:

- a) **Facilitating Reconciliation:** Advancing and implementing the MPA Network 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 thereby contributing to the advancement and implementation of the MPA Network;
- c) **Best available information:** Indigenous Knowledge, scientific information, and best practices are being incorporated and integrated into the Collaborative Governance and Management of the MPA Network;
- d) **MPA Network Performance:** Utilizing the best available conservation tools and Management Directions at the Site Level to achieve the conservation and protection of the MPA Network as an ecologically comprehensive resilient and representative network that protects the biological diversity and health of the marine environment for present and future generations;
- e) **Good governance:** Clear, predictable structures, processes and accountability that leads to efficient and timely advancement of Consensus recommendations and decisions that support the advancement and implementation of the MPA Network; and
- f) **Engagement:** Meaningful engagement and information sharing with the Nations' members and communities, local governments, stakeholders, and the public while advancing and implementing the MPA Network to enable the provision of input and promote better understanding, appreciation, and stewardship of the MPAs and the MPA Network.

## 7. COLLABORATIVE GOVERNANCE: STRUCTURE AND RESPONSIBILITIES

- 7.1 To support efficient and effective implementation of this MPA Network Agreement and the MPA Network, the Parties will work collaboratively through the Leadership Council, the Network Committee, the Network Technical Committee, and the Network Secretariat to support the Parties and their Decision Makers in the Collaborative Governance of the MPA Network, and the implementation of this Agreement.

- 7.2 Each Party will appoint and ensure that their representatives on the Leadership Council, Network Committee and Technical Committee have the authority necessary to carry out their responsibilities outlined in this MPA Network Agreement.
- 7.3 The Parties hereby establish their Leadership Council with representation from each Party as follows: the Chiefs or their appointed representatives from each of the Nations, the Regional Directors General, Directors General, or appointed representative from each of Canada's departments, and the Deputy Minister or Assistant Deputy Minister or appointed representative from one or each of British Columbia's ministries.
- 7.4 The Leadership Council is responsible to:
- a) Oversee the Network Committee;
  - b) Where the Parties agree, explore approaches to assist in the resolution of strategic or policy issues in the Establishment or Management of a MPA and the advancement and implementation of the Network;
  - c) Assist in issue and dispute resolution matters as described in sections 11 and 12;
  - d) Update, amend or replace, or add to the Schedules to this Agreement;
  - e) As required, update the MPA Network Goals or Design Elements; and
  - f) Meet up to two times a year or such other frequency as agreed upon by the Parties.
- 7.5 The Parties hereby establish the Network Committee comprised of each Parties' senior representatives which will be responsible for overseeing and coordinating the MPA Network, including to:
- a) Oversee advancing and implementing the MPA Network, including monitoring progress and achievement of Network Goals and Design Elements and the Monitoring Framework;
  - b) Oversee and guide the work of the Network Technical Committee, including consideration of their Consensus recommendations;
  - c) Approve workplans required to implement this Agreement, oversee forecasted budgets and reporting requirements;
  - d) Finalize, approve, and oversee the implementation and updating of the MPA Network Monitoring Framework and the updating of the Conservation Plan;

- e) Develop policies and procedures to assist in advancing and implementing the Network to achieve Network Goals and Design Elements, including obtaining the approval of the Leadership Council where necessary;
- f) As appropriate, develop processes to improve collaboration and integration within and between the Parties;
- g) Review Network performance and provide Consensus recommendations to the relevant Management Representatives under Nation MPA Agreements or any Establishment Agreements, including any suggested management changes or corrective measures to support a given MPA's contribution to the Network Goals and Design Elements;
- h) As described in section 11 and 12, assist in resolving issues and disputes arising under this MPA Network Agreement; and upon request, disputes arising under a Nation MPA Agreement or any Establishment Agreement;
- i) Engage with the Nations' members and communities, interested parties, organizations, stakeholders, local governments, and the public regarding Network Scale implementation, including conducting stakeholder coordination and public engagement at the Network Scale in coordination with relevant Site level stakeholder coordination and public engagement;
- j) Consensus recommendations to the Leadership Council on amendments to the MPA Network Goals and Design Elements, and the updating, replacement, or addition of Schedules to this Agreement;
- k) Create and oversee the Network Secretariat who provides communication and administrative services to the Parties for the MPA Network; and
- l) Any other matter agreed to by the Leadership Council related to this MPA Network Agreement and Network Scale implementation.

7.6 The Parties hereby establish the Network Technical Committee comprised of each Parties' representatives charged with on-going implementation of the MPA Network. The Network Technical Committee will:

- a) Develop Consensus recommendations to the Network Committee on annual and multi-year work plans and forecasted budgets for Network Scale operational and technical activities;
- b) Develop and implement protocols for sharing science and traditional Indigenous ecological knowledge, information, and research, including protocols for gathering, studying and interpretation of data, obtaining the approval of the Network Committee where necessary;

- c) Develop and implement Network Scale monitoring and research, for effectiveness in meeting Network Goals and Design Elements and Network monitoring goals, as articulated in the MPA Network Monitoring Framework and develop Consensus recommendations to support adaptive management of the MPA Network;
- d) Create, oversee, and conclude sub-committees for specific technical and reporting work as required;
- e) Support the Network Committee in engaging with interested parties, organizations, stakeholders, and the public regarding Network Scale implementation; and
- f) Be responsible for any other matter requested from time to time by the Network Committee.

7.7 The Network Committee will create and use a Network Secretariat who will be responsible for:

- a) Tracking completion of work by the Network Committee and the Network Technical Committee;
- b) Providing communication, meeting coordination and meeting facilitation support to the Network Committee, including providing a communication link to the Network Leadership Council; and
- c) Working with the Network Committee and Network Technical Committee to prepare draft agendas, terms of reference, and workplans and forecasted budgets.

7.8 The Network Committee and the Network Technical Committee may from time to time establish additional specific sub-committees, technical teams and working groups, including the use of subject matter experts, external advisors, and other participants.

## **8. COLLABORATIVE GOVERNANCE: APPROACH**

- 8.1 The Parties acknowledge that protective and conservation measures are essential to achieving the MPA Network, including assisting the individual MPAs to function as a network to support Network Goals and Design Elements. Working at the Network Scale, the Parties will explore and facilitate measures that could be made available at the site level to achieve Network Goals and Design Elements;
- 8.2 The various responsibilities, jurisdictions and authorities held by the Parties are required to design, advance, and implement the MPA Network, and the Parties are committed to Collaborative Governance of the MPA Network using the structures and processes set out in this MPA Network Agreement.

- 8.3 The Parties acknowledge that the MPA Network will be advanced incrementally over time using the approach described in the Network Action Plan and informed by the anticipated milestones and targeted timelines summarized in the Conservation Plan.
- 8.4 Collaborative Governance under this MPA Network Agreement will strive to build Consensus among the Parties and their Decision Makers, facilitate reconciliation, and cooperative federalism. Collaborative Governance under this MPA Network Agreement will identify and address issues arising during the implementation of the MPA Network, and assist, when requested, with issues and disputes arising under one or more Nation MPA Agreement.
- 8.5 Unless specifically agreed by the Parties in writing, this MPA Network Agreement does not replace or undermine the commitments or processes between some of the Parties under other agreements. The Parties will, as appropriate, promote efficiencies and synergies with the Nation MPA Agreements, this 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.
- 8.6 The Parties acknowledge that there may be instances in which bilateral Collaborative Governance between the Nations and Canada and between the Nations and British Columbia may enable efficiencies when implementing this MPA Network Agreement.
- 8.7 The Parties will use annual and multi year work plans to identify priorities and agreed upon targeted timelines for specific tasks in the implementation of the MPA Network. Wherever relevant, these workplans, priorities and timelines will consider and be consistent with relevant workplans, priorities and timelines reached under the Nation MPA Agreements and any Establishment Agreements.

## **9. SITE CONNECTION TO THE MPA NETWORK**

- 9.1 The Parties agree that each MPA contributes in some way to the Network Goals and Design Elements and:
- a) The anticipated milestones and targeted timelines set out in the Conservation Pathways are important to the advancement and implementation of the MPA Network;
  - b) Network Goals and Design Elements relevant to a MPA will be included in its Management Directions supporting MPA Establishment and Management;
  - c) MPA Work Plans will facilitate monitoring and reporting on that MPA's contribution to the Network's Goals and Design Elements, including supporting the implementation of the MPA Network Monitoring Framework;

- d) From time to time, the Network Committee or Technical Committee may provide Consensus recommendations to the Management Representatives under a Nation MPA Agreement or any Establishment Agreement to advance and implement the MPA Network, including adaptive management for MPAs, or modifications to the MPA Site Design; and
- e) The Management Representatives to a Nation MPA Agreement or any Establishment Agreement, will consider, and when they are in agreement and where appropriate, take the necessary steps to address the Network Committee's recommendations as described under section 9.1 (d) in the Establishment and Management of the MPAs.

**10. COLLABORATIVE GOVERNANCE: REACHING CONSENSUS**

- 10.1 The Parties will work together and strive, in a constructive and co-operative manner, to achieve Consensus in the Collaborative Governance of the Network when making decisions and recommendations to the Parties' Decision Makers in a timely and efficient manner.
- 10.2 Each Party's Decision Maker on the Leadership Council or Network Committee will consider Consensus recommendations 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.
- 10.3 The Parties' Decision Makers at the Leadership Council or the Network Committee will review Consensus recommendations, and wherever possible make decisions consistent with Consensus recommendations.
- 10.4 In the Collaborative Governance under this MPA Network 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 5.1 to 5.3 and the Collaborative Governance Outcomes in section 6.1.
- 10.5 Unless specifically set out in this MPA Network Agreement as a matter subject to Consensus recommendations or specified as such by the Leadership Council, the



work of the Network Committee and the Network Technical Committee will be done through Consensus decision making.

## **11. ISSUE RESOLUTION**

- 11.1 If the Network Technical Committee is unable to reach Consensus on an issue in a timely manner, they will refer the issue to the Network Committee for direction and guidance.
- 11.2 If the Network Committee is unable to reach Consensus on an issue they will refer the issue to the Leadership Council for assistance, direction, and guidance.
- 11.3 A reference pursuant to section 11.1 or 11.2 will include a detailed report setting out a description of the issue, the interests and rationale provided by each Party, potential options for resolution identified to date, and suggested steps and timelines to resolve the issue.
- 11.4 Before referring a matter pursuant to section 11.1 or 11.2, the Network Committee or the Network Technical Committee may by agreement use the services of a non-binding third party facilitator or mediator to assist them to reach Consensus, or failing Consensus, the Network Committee or the Network Technical Committee will produce the report referenced in section 11.3.
- 11.5 Upon receipt of the report referenced in section 11.3, the Network Committee or the Leadership Council will make reasonable efforts to reach Consensus and may by agreement use the services of a non-binding third party facilitator or mediator to assist them to reach Consensus.

## **12. DISPUTE RESOLUTION**

- 12.1 If a dispute arises amongst the Parties to this MPA Network Agreement:
  - a) relating to the interpretation or intent of this MPA Network Agreement, the Leadership Council will meet as soon as practicable and will attempt to resolve the dispute;
  - b) relating to the work undertaken by the Network Committee, that Committee will refer the matter to the Leadership Council, who will meet as soon as practicable and attempt to resolve the dispute;
  - c) relating to the work undertaken by the Network Technical Committee, that Committee will refer the matter to the Network Committee, who will meet as soon as practicable and attempt to resolve the dispute.
- 12.2 A reference to the Leadership Council or Network Committee pursuant to section 12.1, will include detailed reports setting out a full description of the dispute,

together with their respective concerns and proposed specific actions that could be taken to address the dispute.

- 12.3 Where agreed by the Parties involved in the dispute described in section 12.1, the Leadership Council or Network Committee will use an independent chair to provide non-binding third party facilitation or a non-binding third party mediator to assist in reaching a resolution.
- 12.4 If an issue or dispute arises under a Nation MPA Agreement or any Establishment Agreement, or otherwise relates to matters at the Site Scale, including issues or disputes arising between two or more Nations, and has been referred to the Network Committee, that Committee will seek to provide guidance and recommendations for resolving the issue, including recommending the proposed process and timeline for the resolution of the issue or dispute.
- 12.5 For greater certainty, nothing in this MPA Network Agreement precludes any Party from pursuing legal or other remedies, using any legally available processes including in a court of competent jurisdiction.

### **13. OTHER FIRST NATIONS**

- 13.1 The Leadership Council, Network Committee or Technical Committee may, by mutual agreement, invite representatives from other First Nations to participate in working discussions occurring under this Agreement.
- 13.2 This MPA Network 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 16.2 of this MPA Network Agreement, Canada and British Columbia will, as required, consult other First Nations on the advancement and implementation of the MPA Network. Subject to confidentiality requirements resulting from those consultations, issues arising from that consultation with implications for the implementation of this MPA Network Agreement will be shared and discussed with the Network Committee and Leadership Council.
- 13.3 First Nations who provide an expression of interest to the Parties to join the Collaborative Governance of the MPA Network will be added as a Party to this MPA Network Agreement if they:
  - a) provide written agreement to this MPA Network Agreement, including Network Goals and Design Elements, any applicable terms of reference or other policy and guidelines that have been developed collaboratively by the Parties under this Agreement;
  - b) has in place either a Nation MPA Agreement, Establishment Agreement, or substantively similar Collaborative Governance Agreement with Canada

and/or British Columbia regarding one or more MPA or proposed MPA within the Northern Shelf Bioregion; and

- c) confirm they have the capacity to participate in the implementation of this MPA Network Agreement, including the Collaborative Governance and work completed at the Network and Site Scale.

#### **14. STAKEHOLDER AND PUBLIC ENGAGEMENT**

- 14.1 While respecting any Party's legal obligations, the Parties will work collaboratively where possible to advance engagement with the Nations' communities, local governments, stakeholders and the public to obtain their input into the advancement and implementation of the MPA Network. For some Parties this may include the use of advisory stakeholder committees or inviting senior representatives of local government or key stakeholders to participate in working discussions of the Network Committee or Technical Committee.

#### **15. FINANCIAL SUPPORT**

- 15.1 The GBS PFP Closing Agreement describes the financial resources and approach that support the Nations' work under this MPA Network Agreement.
- 15.2 Nothing in this MPA Network Agreement will prevent one or more Nation from participating in any funding, program, initiative, or arrangement offered by Canada or British Columbia for which the Nation may be eligible.
- 15.3 The Parties will share in the cost of dispute resolutions under this MPA Network Agreement, and the periodic reviews completed under this MPA Network Agreement described in section 17.2.
- 15.4 The Parties acknowledge that future opportunities may arise that will support their work together. Where agreed and within each Party's respective jurisdictions and authorities, the Parties will collaboratively explore new opportunities for future financial capacity to further support governance, management, and stewardship (e.g. blue carbon credits). For greater certainty, Canada and British Columbia are not committing through this section to provide any new or additional funding.
- 15.5 Notwithstanding any other provisions in this MPA Network 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 the yearly appropriation of the necessary funds by Parliament, and securing any necessary policy authorities.
- 15.6 Notwithstanding any other provisions in this MPA Network Agreement, any funding by British Columbia to support the implementation of this Agreement, including the Establishment and Management of MPAs and the advancement of the MPA Network, 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.

## **16. INFORMATION SHARING**

- 16.1 Each Party will support the implementation of this MPA Network 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.
- 16.2 Subject only to applicable law, the Parties will maintain the confidentiality of information identified as confidential pursuant to section 16.1(c).
- 16.3 No Party will use information shared by another Party under this MPA Network 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.
- 16.4 Section 16.2 and 16.3 do not apply to information that is already publicly available or to information jointly created by the Parties under this Agreement.
- 16.5 The Parties will, as needed, develop, and use data sharing and communication protocols to assist in the sharing of information in section 16.1 and to assist the Parties in the disclosure to the public of information collaboratively developed under this MPA Network Agreement.

## **17. AMENDMENTS AND PERIODIC REVIEW**

- 17.1 This MPA Network Agreement may be amended or replaced from time to time only by written agreement of all Parties. Schedules to this MPA Network Agreement may be updated, amended, or replaced by written agreement of the Leadership Council.
- 17.2 The Leadership Council will review this MPA Network Agreement, including the progress made towards the achievement of the Collaborative Governance Outcomes and the Network Goals and Design Elements, every ten years, including using the metrics provided by the Network Committee under section 17.3 of this Agreement.
- 17.3 Within 5 years of the execution of this MPA Network Agreement, the Network Committee will develop and by Consensus recommend metrics to inform the reviews under section 16.2 of the Nation MPA Agreements, any Establishment Agreements, and section 17.2 of this Agreement.

- 17.4 In a review year, the Network Committee will provide a report to the Leadership Council by June 30<sup>th</sup> including any Consensus recommendations, and the Leadership Council will complete the review by December 15<sup>th</sup>.

## **18. TERM AND TERMINATION**

- 18.1 This MPA Network 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 18.2 - 18.9, the Parties may by written agreement terminate this Agreement at any time as it relates to a specific Party, or in its entirety.
- 18.2 Any Party may terminate its participation in this Agreement 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 sections 12.1 – 12.4.
- 18.3 If a Party has not withdrawn its notice to terminate its participation in this Agreement pursuant to section 18.2 after the efforts made under section 18.2 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.
- 18.4 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 Leadership Council as a dispute. A reference to the Leadership Council pursuant to this section will include a detailed report setting out a description of the alleged default.
- 18.5 Upon receipt of an alleged default report under section 18.4, the Leadership Council will identify the services of a non-binding third party mediator to assist the relevant Parties 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.
- 18.6 In the event that an alleged default as described in section 18.4, has not been resolved to the satisfaction of all relevant Parties within ninety (90) days of the matter being referred to the Leadership Council, a Party may proceed to terminate its participation in this Agreement pursuant to section 18.7 of this Agreement.

- 18.7 If an alleged default has not been resolved under sections 18.4- 18.6 then a Party may terminate its participation in this MPA Network Agreement 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.
- 18.8 If a Party has not withdrawn its notice to terminate after the efforts made under section 18.7 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 MPA Network Agreement.
- 18.9 For greater certainty, termination of the participation of a Nation under this Agreement pursuant to sections 18.3 or 18.8 does not terminate the participation of the remaining Nations in this Agreement. Termination of the participation of British Columbia under this Agreement pursuant to sections 18.3 or 18.8 does not terminate the participation of Canada and the Nations in this Agreement. Termination of the participation of Canada under this Agreement pursuant to sections 18.3 or 18.8 does not terminate the participation of British Columbia and the Nations in this Agreement.

## **19. GENERAL PROVISIONS**

- 19.1 If any provision of this MPA Network 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.
- 19.2 If a provision of this MPA Network Agreement is severed pursuant to section 19.1 the Parties will make reasonable efforts to negotiate a replacement for that provision that is consistent with the spirit and intent of this Agreement.
- 19.3 Except as otherwise provided in this MPA Network 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 Party's address as shown below:
- a) Council of Haida Nation – 1 Reservoir Road, Skidegate, BC V0T 1S1
  - b) Da'naxda'xw-Awaetlala – PO Box 330, Alert Bay, BC V0N 1A0
  - c) Gitga'at First Nation – General Delivery, 445 Hayimiisaxaa Way, Hartley Bay, BC V0N 1A0
  - d) Gitxaala Nation – PO Box 149, 11 Ocean Drive, Kitkatla, BC V0V 1C0



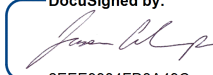
19.6 This MPA Network Agreement may be signed in one or more counterparts, each counterpart may be transmitted by courier, by hand or email and each will constitute an original instrument and such counterparts, taken together, will constitute one and the same document.

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

**ON BEHALF OF THE NATIONS:**

**Counsel for the Haida Nation by its authorized signatory**


Dated: June 18, 2024

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**Gaagwiis Jason Alsop, President**

**Gitga'at First Nation by its authorized signatory**

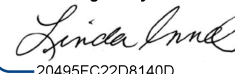
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**Bruce Reece, Chief**

**Gitxaala Nation by its authorized signatory**

Dated: June 18, 2024

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**Linda Innes, Chief**

**Haisla Nation by its authorized signatory**

Dated: June 18, 2024

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**Crystal Smith, Chief**

**Kitselas First Nation by its authorized signatory**

Dated: June 18, 2024

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**Glen Bennett, Chief**



**Kitsumkalum Indian Band by its authorized signatory**

Dated: June 18, 2024

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**Don Roberts, Chief**

**Metlakatla First Nation by its authorized signatory**

Dated: June 18, 2024

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**Robert Nelson, Chief**

**Heiltsuk Nation by its authorized signatory**

Dated: June 18, 2024

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**Marilyn Slett, Chief**

**Kitasoo Xai'xais Nation by its authorized signatory**

Dated: June 18, 2024

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**Doug Neasloss, Chief**

**Nuxalk Nation by its authorized signatory**

Dated: June 18, 2024

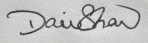
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**Sam Schooner, Chief**

**Wuikinuxv Nation by its authorized signatory**

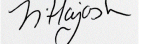
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**Danielle Shaw, Chief**

**Da'naxda'xw-Awaetlala by its authorized signatory**

Dated: June 18, 2024

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**Nicole Hajash, Councillor**

**K'omoks First Nation by its authorized signatory**


Dated: June 18, 2024

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**Ken Price, Chief**

**Kwiakah First Nation by its authorized signatory**


Dated: June 18, 2024

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**Steven Dick, Chief**

**Mamalilikulla First Nation by its authorized signatory**

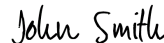
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**John Powell, Chief**

**Tlowitsis Nation by its authorized signatory**


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**John Smith, Chief**

**Wei Wai Kum First Nation by its authorized signatory**

Dated: June 18, 2024

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**Chris Roberts, Chief**

**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 Lebovillier**

**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**  
**MPAs Listed in the Network Action Plan:**  
**Category 1 Sites, Category 2 Zones and Category 3 Areas**

Category 1 sites in the Network Action Plan

Subregion	Site name	Proposed Conservation tool(s)
Haida Gwaii	Nearshore Haida Gwaii	marine National Wildlife Area
Haida Gwaii	Haida Gwaii Offshore	Oceans Act MPA
Haida Gwaii	Skidegate Inlet	Marine Refuge and Wildlife Management area
Haida Gwaii	Masset Inlet	Marine Refuge and Wildlife Management area
Central Coast	Central Coast	National Marine Conservation Area Reserve
North Coast	Banks Island	Marine Refuge
North Coast	Caamaño Sound (inner waters)	Oceans Act MPA
North Coast	Kitkiata (Lax Galts'ap) and Kiskosh Inlets	Wildlife Management Area
North Coast	Kitkatla Inlet	Oceans Act MPA
North Vancouver Island	Homayno (Heydon/Loughborough)	Marine Refuge / Land Act s.17
North Vancouver Island	Gwaxdlala/Nalaxdlala (Lull/Hoeya)	Marine Refuge / Land Act s.17

Category 2 zones in the Network Action Plan

Subregion	Group	Zone numbers
Haida Gwaii	Dog Fish Bank Group	437, 439
Haida Gwaii	Queen Charlotte Sound Group	510, 511
North Coast	Queen Charlotte Sound Group	360, 361
North Coast	Kiltuish Butedale Group	341, 342, 344, 348

### Category 3 areas in the Network Action Plan

Subregion
North Coast
North Vancouver Island

**SCHEDULE 2**  
**MPA Site and Network Scale Activities**

<b>Activities</b>	<b>MPA Site</b>	<b>MPA Network</b>
<b>Site governance</b>		
<ul style="list-style-type: none"> <li>• Site Establishment</li> </ul>	X	
<ul style="list-style-type: none"> <li>• Site Management, including Management Plan development and implementation</li> </ul>	X	
<ul style="list-style-type: none"> <li>• Site level recommendations/decision making</li> </ul>	X	
<ul style="list-style-type: none"> <li>• Monitoring, compliance, and enforcement</li> </ul>	X	
<ul style="list-style-type: none"> <li>• Integration and coordination of the site within the MPA Network</li> </ul>	X	
<ul style="list-style-type: none"> <li>• Dispute resolution at Site Scale</li> </ul>	X	
<b>Network governance</b>		
<ul style="list-style-type: none"> <li>• Assessment and coordination of achievement of Network Goals and Objectives</li> </ul>		X
<ul style="list-style-type: none"> <li>• MPA Network integration and coordination</li> </ul>		X
<ul style="list-style-type: none"> <li>• Policy development to support MPA Network effectiveness</li> </ul>		X
<ul style="list-style-type: none"> <li>• MPA Network research, monitoring, and reporting</li> </ul>		X
<ul style="list-style-type: none"> <li>• Dispute resolution at MPA Network Scale</li> </ul>		X
<b>Strategic Planning and adaptive management</b>	X	X
<b>Financing</b>		
<ul style="list-style-type: none"> <li>• Negotiating and managing site forecasting budgets</li> </ul>	X	
<ul style="list-style-type: none"> <li>• Coordinating MPA Network forecasting</li> </ul>		X
<b>Local Government, Stakeholder and Public engagement and communications</b>	X	X

**Schedule 3:  
List of Nation MPA Agreements and Establishment Agreements**

1. Nation MPA Agreement between Haida Nation, Canada, and British Columbia dated for reference June 21, 2024
2. Nation MPA Agreement between Gitga'at First Nation, Canada, and British Columbia dated for reference June 21, 2024
3. Nation MPA Agreement between Gitxaala Nation, Canada, and British Columbia dated for reference June 21, 2024
4. Nation MPA Agreement between Haisla Nation, Canada, and British Columbia dated for reference June 21, 2024
5. Nation MPA Agreement between Kitselas First Nation, Canada, and British Columbia dated for reference June 21, 2024
6. Nation MPA Agreement between Kitsumkalum Band, Canada, and British Columbia dated for reference June 21, 2024
7. Nation MPA Agreement between Metlakatla First Nation, Canada, and British Columbia dated for reference June 21, 2024
8. Nation MPA Agreement between Heiltsuk Nation, Canada, and British Columbia dated for reference June 21, 2024
9. Nation MPA Agreement between Kitasoo Xai'xais Nation, Canada, and British Columbia dated for reference June 21, 2024
10. Nation MPA Agreement between Nuxalk Nation, Canada, and British Columbia dated for reference June 21, 2024
11. Nation MPA Agreement between Wuikinuxv Nation, Canada, and British Columbia dated for reference June 21, 2024
12. Nation MPA Agreement between Da'nakda'xw-Awaetlala First Nation, Canada, and British Columbia dated for reference June 21, 2024
13. Nation MPA Agreement between K'omoks First Nation, Canada, and British Columbia dated for reference June 21, 2024
14. Nation MPA Agreement between Kwiakah First Nation, Canada, and British Columbia dated for reference June 21, 2024
15. Nation MPA Agreement between Mamalilikulla First Nation, Canada, and British Columbia dated for reference June 21, 2024
16. Nation MPA Agreement between Tlowitsis Nation, Canada, and British Columbia dated for reference June 21, 2024
17. Nation MPA Agreement between Wei Wai Kum First Nation, Canada, and British Columbia dated for reference June 21, 2024



**Schedule 4: Conservation Plan**

## Schedule 4 of MPA Network Agreement GBS PFP Conservation Plan

*Defined Terms in this Schedule have the same meaning as provided for in the MPA Network Agreement. In the event of any inconsistency between this Schedule and the MPA Network Agreement or any Nation MPA Agreement, the MPA Network Agreement or Nation MPA Agreement prevail.*

### Context

The Network Action Plan sets out the Parties' shared approach to advancing site-specific marine conservation priorities and Network Goals and Design Elements and is the foundation for this Conservation Plan. Building on the Network Action Plan, this Conservation Plan summarizes the Parties' anticipated milestones and targeted timelines in the establishment of new and enhanced MPAs as described in the Conservation Pathways attached to the Nation MPA Agreements.

The Nations, Canada, and British Columbia each bring their own authorities, responsibilities, and tools, which include distinct processes and decision points, to this work. In a manner described and collaboratively developed under the Nation MPA Agreements, it is intended that each Parties' designation of a MPA would be consistent with the collaboratively developed Site Design and relevant Network Goals and Design Elements and that there would be one Management Plan, or consistent Management Directions, for each MPA developed collaboratively by the relevant Parties.

### Protection

Each MPA will be designed collaboratively under the relevant Nation MPA Agreements to achieve site-specific Conservation Objectives and contribute to the relevant Network Goals and Design Elements. Different tools of the Parties may be used to achieve these objectives and goals. In addition, Canada has established Protection Standards for Marine Protected Areas, and Other Effective Area-Based Conservation Measures ("**OECMs**") to provide greater clarity and consistency on prohibited activities.

Through Indigenous laws, cultures, language, governance, and knowledge systems, Nations may contribute to the conservation and protection of MPAs included in Schedule 1 of the Nation MPA Agreements by declaring Indigenous protected and conserved areas ("**IPCAs**")<sup>1</sup>. As part of the collaborative processes under the Nation MPA Agreements, the Parties will collaboratively identify the appropriate proposed designation tools (e.g. IPCA, provincial and/or federal tools)

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<sup>1</sup> According to the report published by the Indigenous Circle of Experts, *We Rise Together* ([About IPCAs — CRP Website \(conservation-reconciliation.ca\)](https://www.conservation-reconciliation.ca)), IPCAs are lands and waters where Indigenous governing bodies have a primary role in protecting and conserving ecosystems through Indigenous laws, cultures, and language, governance, and knowledge systems. "IPCA" is a general term, and many Nations have adopted Nation-specific terms to reflect Indigenous-led conservation tools.

and the targeted timelines for designations of a MPA. Nations may choose to finalize IPCA designation before, at the same time, or after Canada or BC have finalized their regulatory processes.<sup>2</sup>

#### *Canada's MPA Protection Standard*

Consistent with Canada's MPA Protection Standard<sup>3</sup> and subject to existing authorities and obligations, Canada intends, where feasible, to apply the MPA Protection Standard through legal mechanisms<sup>4</sup> to the following types of MPAs established by federal departments and agencies after April 25<sup>th</sup>, 2019:

- *Oceans Act* MPAs (Governor-in-Council) established by Fisheries and Oceans Canada,
- National Marine Conservation Areas and marine components of National Parks established by Parks Canada Agency, and
- Marine National Wildlife Areas, and marine portions of National Wildlife Areas and Migratory Bird Sanctuaries established by Environment and Climate Change Canada.

#### *Canada's OECM Protection Standard*

Canada's marine OECM Protection Standard<sup>5</sup> is implemented through the *Government of Canada's 2022 Guidance for Recognizing Marine OECMs*.<sup>6</sup> Activities in federal marine OECMs are to be assessed on a case-by-case basis to ensure that the risks to the biodiversity conservation benefits have been avoided or mitigated effectively.

#### *Interim Measures*

In recognition of the time required to advance feasibility analysis and consult on long-term protection proposals for a MPA, the Parties may also apply interim measures where appropriate. Interim measures would be targeted to be in place for Category 1 sites by the end of 2025, in cases where:

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<sup>2</sup> In some circumstances there are IPCAs already declared within the region of a proposed MPA.

<sup>3</sup> Further details on the MPA Protection Standard, including general and specific exceptions, can be found online here: [Marine Protected Areas \(MPA\) Protection Standard \(dfo-mpo.gc.ca\)](https://www.dfo-mpo.gc.ca/marine-protected-areas-mpa-protection-standard-dfo-mpo.gc.ca).

<sup>4</sup> The intent to enhance certain vessel discharges in MPAs will be subject to technical, operational and safety considerations and may include voluntary measures.

<sup>5</sup> Further details on OECM Protection Standard can be found online here: [Guidance for recognizing marine Other Effective Area-Based Conservation Measures 2022 \(dfo-mpo.gc.ca\)](https://www.dfo-mpo.gc.ca/oceans/publications/oecm-amcepz/guidance-directives-2022-eng.html).

<sup>6</sup> <https://www.dfo-mpo.gc.ca/oceans/publications/oecm-amcepz/guidance-directives-2022-eng.html>

- a. the MPA site tool and boundary have been clearly defined and agreed upon by relevant Parties;
- b. where the MPA is not expected to be designated by all relevant Parties before the end of 2025, and
- c. where the following principles are met:
  - i) The measure mitigates or removes an existing or foreseeable risk to at least one of the conservation priorities in the area;
  - ii) The application of the measure overlaps at least a portion of the proposed new MPA;
  - iii) The measure is aligned with the federal MPA Protection Standard, where possible;
  - iv) There is sufficient time and capacity to put the measure in place by the end of 2025, including any consultation and engagement processes that are necessary;
  - v) There is a commitment to keep the measure in place until formal designation of the area by all relevant Parties; and
  - vi) Implementing the interim protection will not divert capacity in a significant way from achieving long-term protections.

### **Summary of Conservation Pathways for MPAs**

A summary of the Conservation Pathways attached to the Nation MPA Agreements for each implementation category identified in the Network Action Plan is as follows:

#### *Category 1 Sites*

Category 1 sites described in the Network Action Plan are sites which are recommended for implementation by 2025, noting that designation of some sites will extend beyond 2025.

The relevant Parties have developed Conservation Pathways with anticipated milestones and targeted timelines for each Category 1 site and these are attached to the relevant Nation MPA Agreements.

#### *Category 2 Zones*

As described in the Network Action Plan, Category 2 applies to zones (comprised of zones, or aggregates of zones) in which protection is recommended for implementation by 2030. Additional details for proposed sites are still to be developed by the relevant Parties.

The Category 2 zones identified in the Network Action Plan are included in Schedule 1 of the relevant Nation MPA Agreements. As described in the relevant Conservation Pathways, the Parties will strive to identify sites and designation tool(s) of a proposed MPA site comprised of one or more Category 2 Zones by 2025 and establish new MPAs by 2030. Canada's and British Columbia's commitments to establish new MPAs are subject to the annual appropriation of funds by Parliament and the necessary policy authorities.

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 the Conservation Pathways (Schedule 3) of the relevant Nation MPA Agreements.

### *Category 3 areas and enhanced existing MPAs*

Category 3 as defined in the Network Action Plan, applies to areas where further work among the relevant Parties is needed to identify MPAs, including in some circumstances working with other First Nations who are not currently part of the MPA Network.

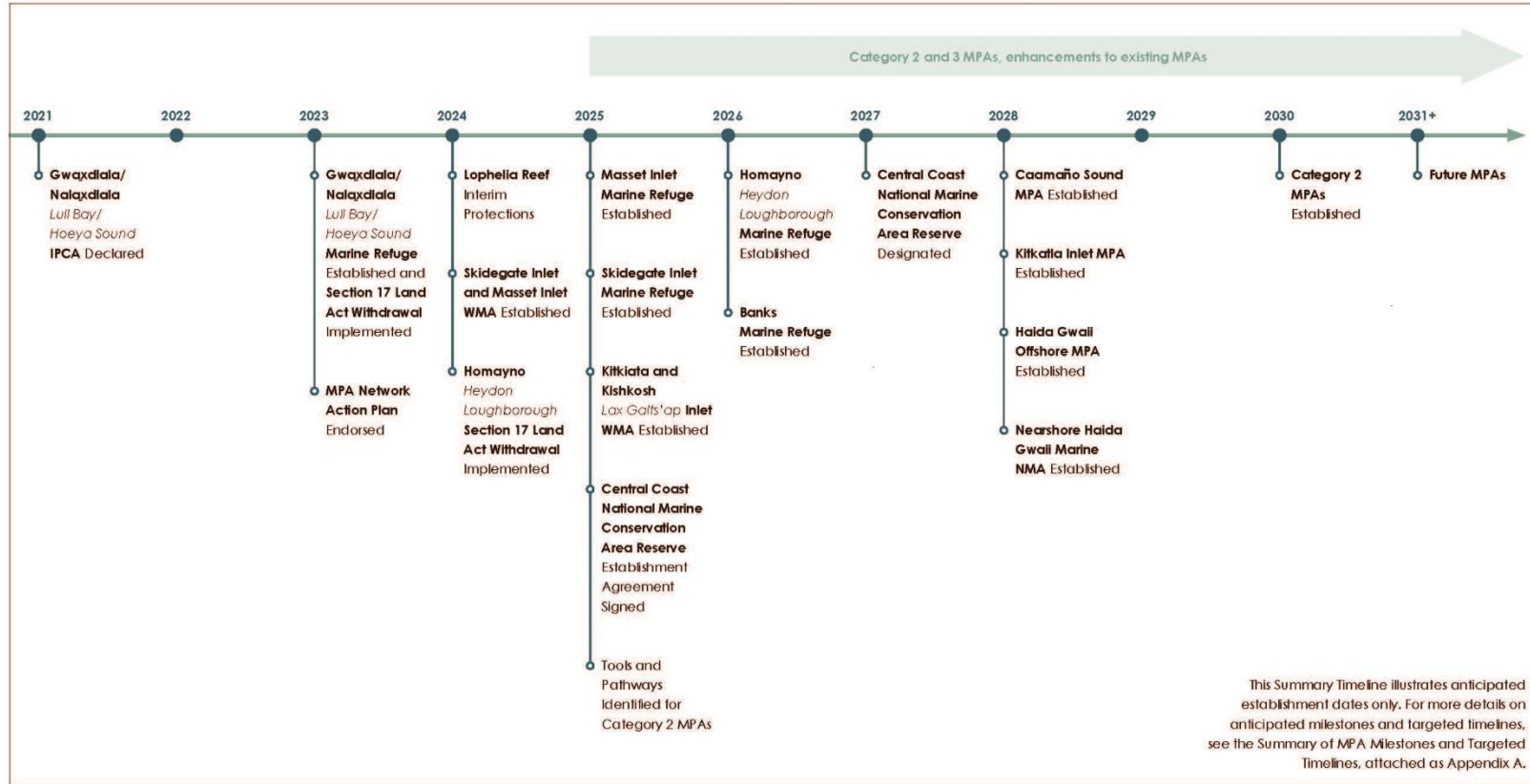
Under the relevant Nation MPA Agreements, Canada, British Columbia, and the Nations will strive to reach Consensus on the Establishment of MPAs within Category 3 areas, including expanding or enhancing Existing Sites, to contribute to the Network Goals and Design Elements. It is recognized that given various variables, some MPAs within Category 3 areas may take longer to identify and develop. Canada's and British Columbia's commitments are subject to the annual appropriation of funds by Parliament and the necessary policy authorities.

Category 3 areas identified in the Network Action Plan are included in Schedule 1 of the relevant Nation MPA Agreements.

Once Consensus on the proposed boundaries, conservation objectives and designation tools of a proposed MPA site within a Category 3 Area has been reached, including where relevant the enhancement or expansion of Existing Sites with any relevant proposed transition related to an Existing Site, 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 the Conservation Pathways (Schedule 3) of the relevant Nation MPA Agreements.

## Summary timeline

### Great Bear Sea MPA Network | Anticipated MPA Establishment Timeline



Attached as Appendix A to this Conservation Plan is a graphic summarizing the anticipated milestones and targeted timelines for the Category 1 Sites, and sites within Category 2 Zones and Category 3 Areas as of the date of execution of the MPA Network Agreement.

### **Existing Sites**

In the NAP, Canada, British Columbia and the Nations identified Existing Sites already Established by one or more Party which are recognized for their ecological contribution to the MPA Network. As part of the implementation of the MPA Network, the Parties will review the various types of Existing Sites and consider any transition process which may be helpful to potentially bring them into the MPA Network Agreement and the Nation MPA Agreements. If Consensus has been reached at the Network Scale, recommendations will be made to the relevant Parties. At any time, the Parties may add Existing Sites to Nation MPA Agreements as provided for in those agreements.

### *Related initiatives*

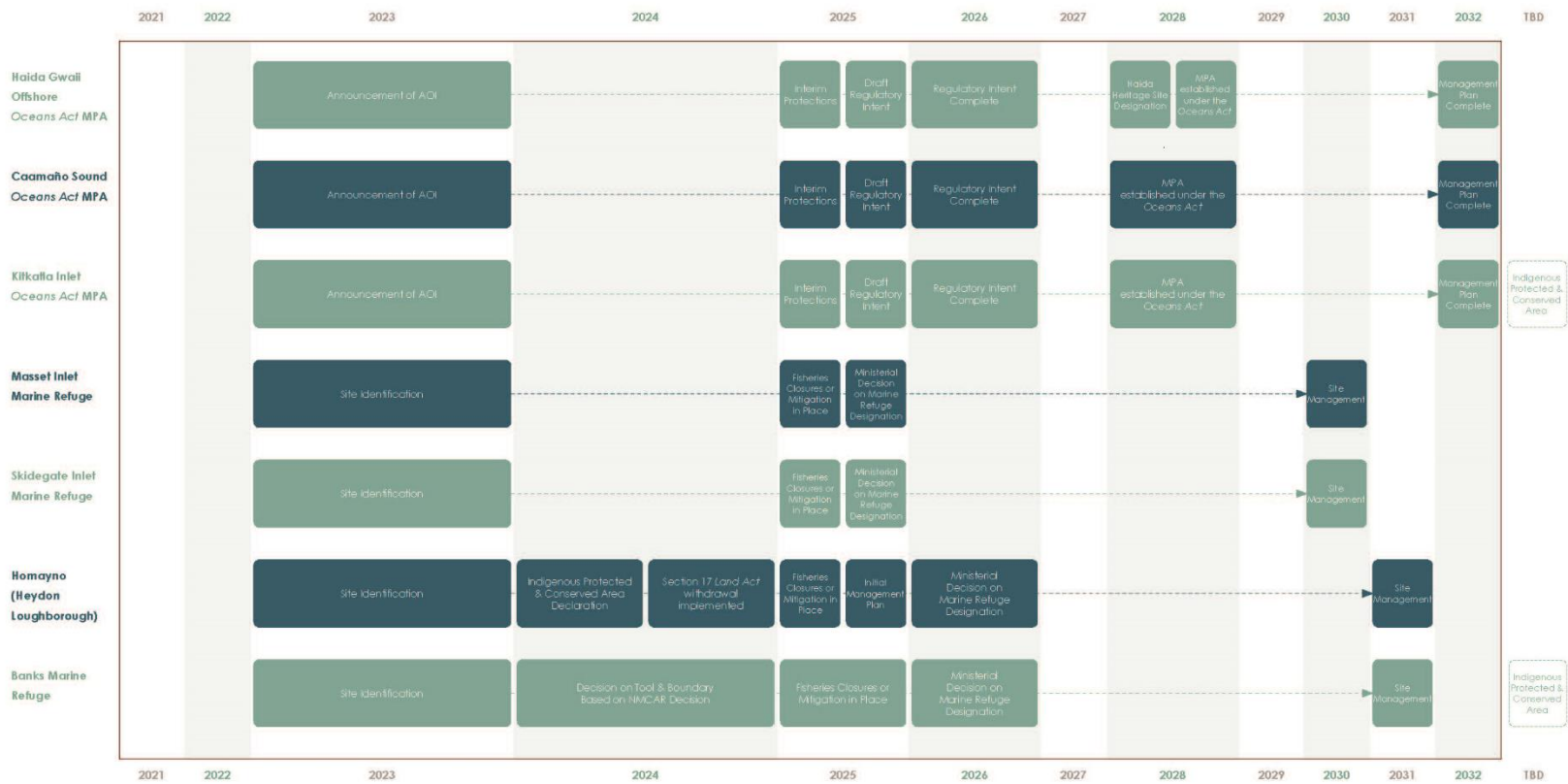
As described in section 8.5 of the MPA Network Agreement work is also under way through other Collaborative Governance processes and venues that reflects shared conservation priorities of the relevant Parties that may relate to but is not directly within the scope of the GBS PFP Closing Agreement or the MPA Network Agreement or Nation MPA Agreements. Examples include:

- the Oceans RFAs and other initiatives to promote marine safety and reduce impacts on the marine environment from shipping in the NSB and the MPA Network, including but not limited to Proactive Vessel Management Initiatives, and the NSB Marine Incident Preparedness, Response, and Recovery Framework (NSB Framework), including places of refuge and cumulative effects of shipping;
- Canada's work to develop new, and/or strengthen existing requirements for discharge of ship-based pollutants;
- the BC Coastal Marine Strategy, and the Intergovernmental Skeena Estuary Management Planning Process; Reconciliation Framework Agreement for Advancing Co-Governance, Integrated Land and Marine Stewardship, Economic Revitalization and Renewal and Community Resilience in the Pacific North Coast Bioregion and other venues to strengthen First Nations roles in coastal and marine tenure review and approval; and
- the Fisheries Resource Reconciliation Agreement, Pacific Salmon Strategy Initiative, and other venues and programs to manage, restore, and protect fisheries and strengthen community-based fisheries management.

# APPENDIX A

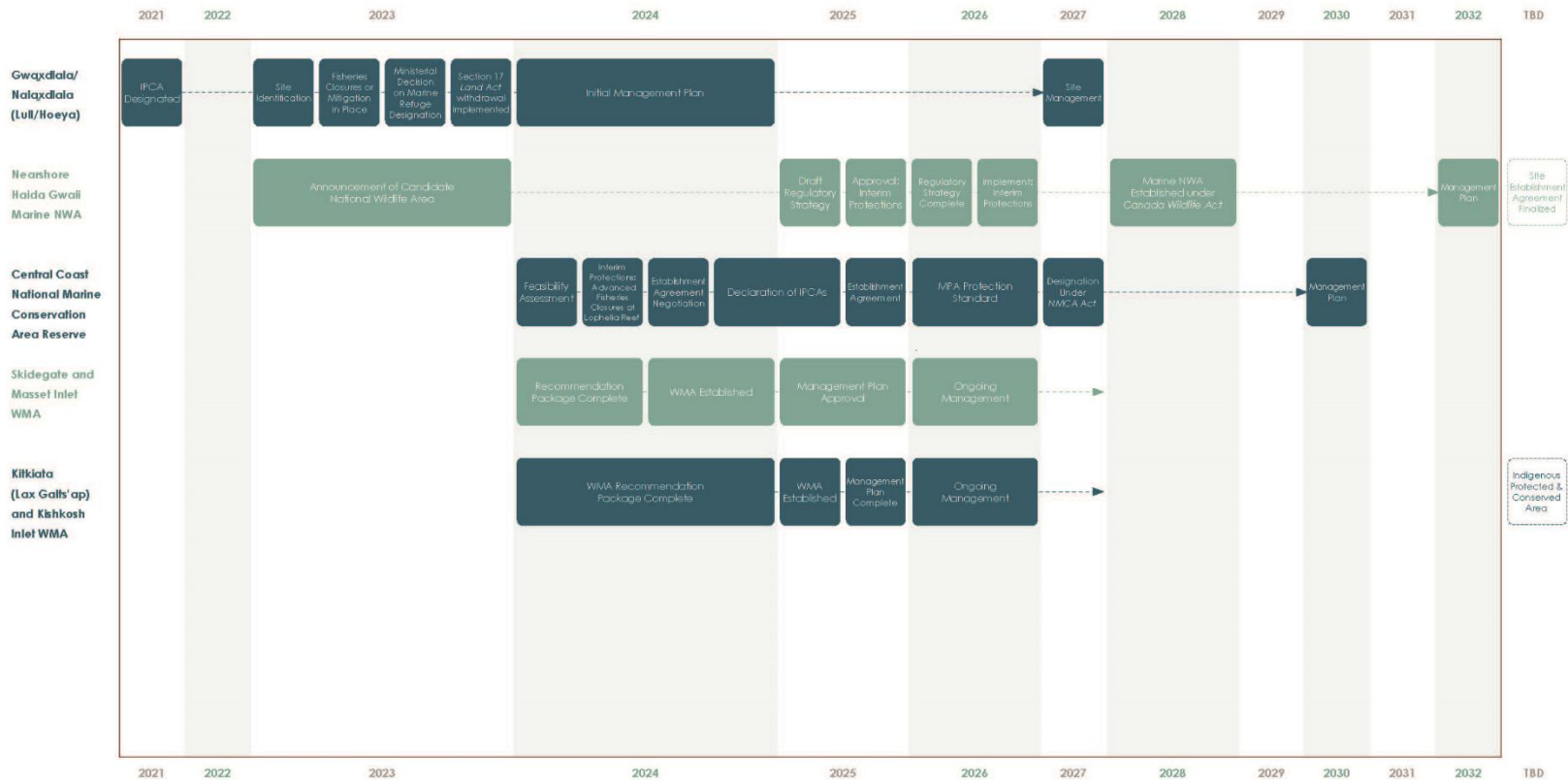
APPENDIX A

## Great Bear Sea MPA Network | Conservation Pathways

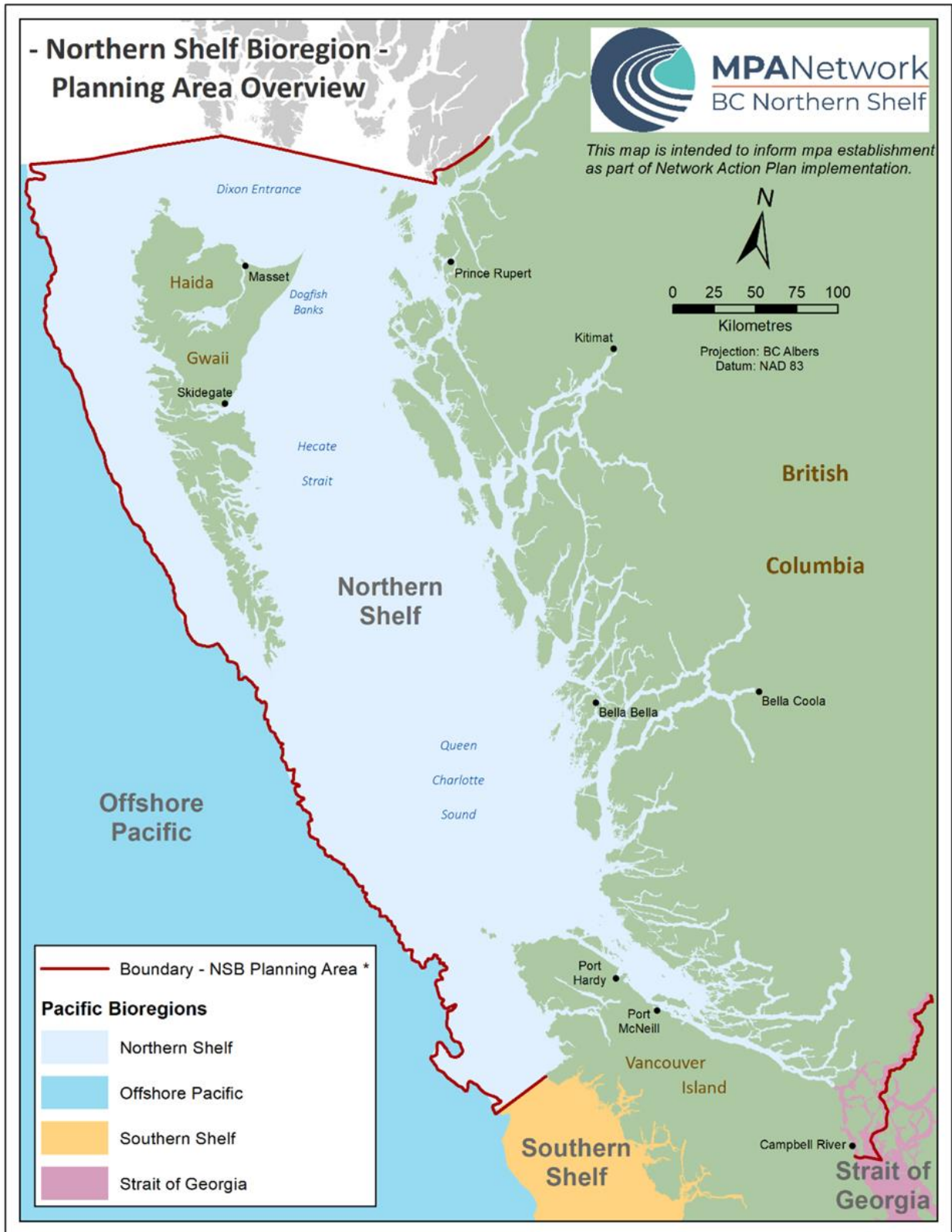




## Great Bear Sea MPA Network | Conservation Pathways



### Schedule 5: Map of Northern Shelf Bioregion



**Schedule 6: GBS PFP Financial Plan dated June 21, 2024**

## Schedule 6 – GBS PFP Financial Plan

### I. Investment Summary and Assumptions

The Great Bear Sea Project Finance for Permanence (PFP) will leverage three types of investments (from Government of Canada, Province of BC, and private philanthropy), together with private sector contributions, to structure funds that will sit within the Coast Conservation Endowment Fund Foundation and the Coastal Indigenous Prosperity Society (collectively known as Coast Funds). As the appointed fund manager and administrator, Coast Funds will hold, manage and administer the PFP Funds in service of the participating Nations.

These funds will provide durable, self-determined financing aimed at securing the well-being of people and ecosystems across the marine region identified as the Great Bear Sea/Northern Shelf Bioregion and will be directly linked to the PFP closing conditions. PFP closing investments will flow into the following three funds, from which allocations will be available to the participating Nations:

Figure 1- GBS PFP Financial Structure<sup>1</sup>



Each Fund will be distinct in purpose and term, summarized in the following table (further details follow):

Table 1- GBS PFP Financial Structure (Investment Allocations)

Fund	Purpose	Amount	Fund Manager and Administrator	Term
Marine Stewardship Fund	<b>Endowment fund:</b> Long-term finance to sustain ongoing Guardian and stewardship programs, along with effective ecosystem management, collaborative governance, MPA Network monitoring.	\$152,000,000 (\$80,000,000 CAN \$60,000,000 Private Donors \$12,000,000 BC)	Coast Conservation Endowment Fund Foundation	In perpetuity
	<b>Flex fund:</b> Dual purpose fund to provide disbursement flexibility outside of endowment for initial investments (5		Coast Conservation Endowment Fund Foundation	Initial investment spent down

<sup>1</sup> Source: Coast Funds, 2024

	years) to expansion of stewardship capacity, infrastructure, and programs (Guardians, MPA Network Action Plan implementation). Captures anticipated annual revenue from sustainable finance mechanisms for ongoing support of Nation stewardship & co-governance (revenue is captured and disbursed annually between 2028 and 2044, with any revenues in excess of the SFM projections rolling into the Endowment).	\$15,000,000		according to need over 3 years; captured revenue spent down by 2044 with excess transferred to Endowment by 2045.
Community Prosperity Fund	<b>Spend down fund:</b> Investments to support the transition to a more sustainable and more equitable conservation-based economy including investments to strengthen communities and revitalize cultures, with self-determined projects by Nations.	\$120,000,000	Coastal Indigenous Prosperity Society	Winding down upon 100% disbursement of the Fund (anticipated in 2035)
MaPP Implementation Fund	<b>Spend down fund:</b> Support for MaPP implementation according to annual MaPP workplans and budgets.	\$48,000,000	Coast Conservation Endowment Fund Foundation	20 years (winding down in 2045)

## A. Marine Stewardship Fund (MSF)

The MSF is primarily intended to support ongoing management and stewardship activities by the Nations, including collaborative governance and implementation of new MPAs and the MPA Network as a whole. Each Nation will have a base allocation, with increments linked to the establishment of new MPAs. These increments will consider the conservation value and management cost associated with the implementation of individual MPAs. Some funds will also be allocated to regional activities in support of MPA Network implementation.

The MSF comprises two funds, further explained in Table 1:

1. **Sustaining endowment fund**
2. **Flex fund**

Given the delayed onset of sustainable finance mechanism revenues, MSF allocations to the Nations are expected to be relatively modest in the early years of the PFP and will grow over time.

## B. Community Prosperity Fund (CPF)

The CPF is a spend down fund primarily intended to advance human well-being alongside collaborative governance and implementation of the MPA Network. The CPF will support community development, cultural programming, scaling up of stewardship infrastructure, and conservation-based economic development as determined by communities. The CPF will close upon 100% disbursement of the Fund (anticipated in 2035). Each Nation will have a base allocation as well as increments linked to size and remoteness. The eligibility criteria will be defined and updated by Coast Funds, in alignment with existing criteria, to ensure project funds are advancing conservation-based economies as well as programs and infrastructure that support conservation, stewardship, culture, and community well-being. Interest that

accrues on this fund beyond the cost of operating the CPF will be allocated to the Nations based on their agreed allocation model.

### C. MaPP Implementation Fund

The MaPP Implementation Fund is a 20-year spend-down fund to support the core capacity needs of the Marine Plan Partnership (MaPP) including coordination with and support of the MPA Network. The disbursement of this Fund will rely on an allocation model to be determined by the MaPP partners based on a MaPP Business Case developed in 2022 and updated to reflect possible changes in membership, capacity, and other evolving needs of MaPP.

## II. Fund Impact Over 20 Years

The Financial Plan and 20-year impact relies on the following:

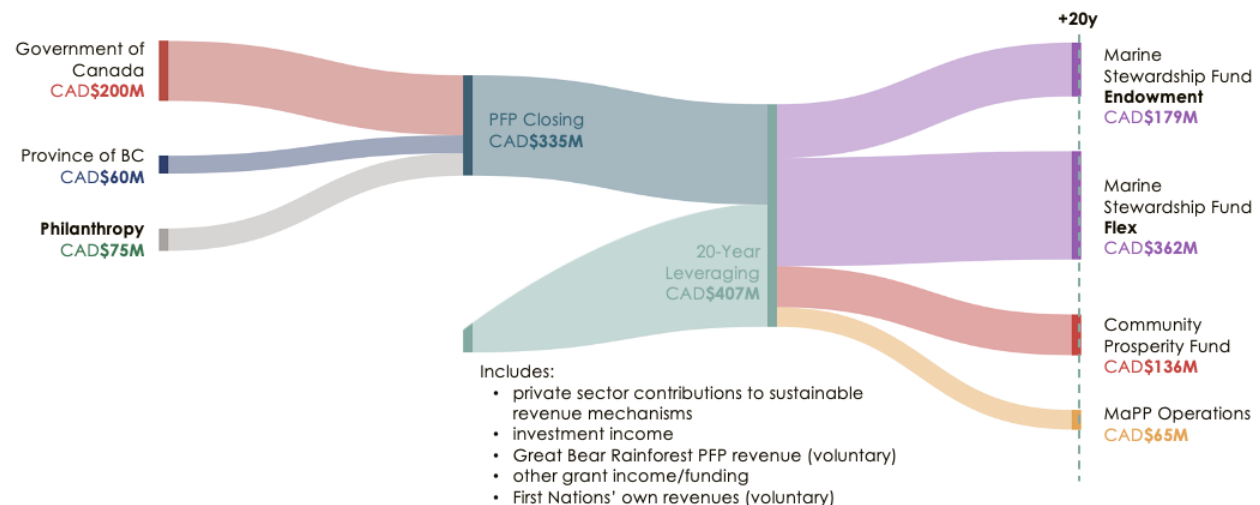
- a) Payments of PFP Funds to Coast Funds under the PFP Grant Agreements.
- b) Income earned from the PFP Funds; and
- c) Annual revenues derived from innovative private-sector payment streams (aka sustainable finance mechanisms).

The total impact projection acknowledges additional revenues that will be generated to achieve the 20-year impact of **\$742 million**. These revenues will be built out over the twenty-year period and include but are not limited to annual returns on this investment, complementary annual returns generated through the Coast Conservation Endowment Fund Foundation from voluntary Great Bear Rainforest PFP investments, Nations own voluntary investments into their initiatives, other grant income or funding, and revenues from the private sector contributions to the sustainable finance mechanism. The model factors in an annual inflation rate of 2.00%, and is based on the following assumptions:

#### Investment Income Assumptions:

- 6.5 % annual return on balances on endowment funds
- 3.0 % annual return on balances on spend down funds.
- \$262M in private sector contributions to the sustainable finance mechanism revenues (over 20 years)

Figure 2 – GBS PFP investment impact over 20 years<sup>2</sup>



<sup>2</sup> Source: Coast Funds, 2024

Table 2 - GBS PFP revenues available over 20 year term

	TYPE	FUNDING SOURCES	REVENUES (MILLIONS)
<b>MaPP Implementation Fund</b>	<b>Spend Down</b>		<b>65 M</b>
		Federal	0 M
		British Columbia	48 M
		Private	0 M
		Income	17 M
<b>Community Prosperity Fund</b>	<b>Spend Down</b>		<b>136 M</b>
		Federal	120 M
		British Columbia	0 M
		Private	0 M
		Income Earned	16 M
<b>Marine Stewardship Fund</b>	<b>Total</b>		<b>541 M</b>
	<b>Flex Fund</b>		<b>362 M</b>
		Federal	0 M
		British Columbia	0 M
		Private	15 M
		FN Program Funds	85 M
		Income Earned	0 M
		Private Sector Contributions to the Sustainable finance mechanism	262 M
	<b>Endowment Earnings Distributed*</b>		<b>179 M</b>
		Federal	82 M
		British Columbia	13 M
		Private	64 M
		GBS Endowment	20 M
<b>TOTAL VALUE</b>			<b>\$742 M</b>

\*Note: These revenues represent the projected earnings on Endowment Investments from the four sources that are distributed to the Nations for stewardship and governance activities during the PFP term (20 years). These Endowment investments will continue to generate revenues for this purpose in perpetuity. Based upon the Investment returns and distribution rates projected in the model, the nominal value of the original Endowment investments(\$152M per Table 1) should approximate \$222M, maintaining inflation adjusted real purchasing value. The actual rates for Endowment investments and disbursements are established in accordance with the Investment Policy established by the Coast Funds' board.

Table 3 - GBS PFP total expenditures over 20 years

		EXPENDITURES (MILLIONS)
<b>BIODIVERSITY, CONSERVATION, &amp; STEWARDSHIP</b>	Stewardship Operations	Individual Nation stewardship, management, infrastructure and equipment, research, monitoring, and reporting
		<b>370 M</b>
	Regional Coordination & Support	Allocation for engagement and support by regional and sub regional entities
		<b>14 M</b>
<b>Subtotal</b>		<b>384 M</b>

<b>COLLABORATIVE GOVERNANCE &amp; MANAGEMENT</b>	MPA Network	Regional governance, research, policy development, monitoring, and reporting	<b>75 M</b>
	Governance	Individual Nation costs to participate in regional tables	<b>64 M</b>
	MaPP Operations	Regional planning	<b>65 M</b>
<b>Subtotal</b>			<b>204 M</b>
<b>COMMUNITY PROSPERITY AND HUMAN WELL-BEING</b>	Community Prosperity and Human Well-Being	Community development, cultural programming, scaling up of stewardship infrastructure, and conservation-based economic development (net of 3M COF admin)	<b>136 M</b>
<b>ADMINISTRATION AND OUTCOMES MONITORING</b>	Administration	Coast Funds' program operations & management	<b>18 M</b>
<b>TOTAL VALUE</b>			<b>\$742 M</b>

### III. Notional Allocations for First Nations under the PFP

Funding will be allocated to the Nations from each of the three Funds according to a model and methodology determined prior to the GBS PFP closing. This model and methodology takes various considerations into account including a) equity among the diverse communities and circumstances of the Nations; and b) ensuring investments are driving intended PFP outcomes. Agreement on this allocations approach among the Nations and Coast Funds is confirmed by agreement of the Nations.

### IV. Expenditure and Disbursement Criteria

Coastal First Nation communities are looking to rebuild and revitalize their communities (including repopulating their traditional territories), steward their lands and waters, and diversify their economic potential. New and expanded programming and infrastructure are required to support this. Successfully addressing intertwined economic and ecological conditions is paramount in addressing socio-economic gaps and creating a sustainable conservation economy for First Nations in the Great Bear Sea/Northern Shelf Bioregion, and Haida Gwaii.

Recognizing that the new MPAs set out in the MPA Network Action Plan (key elements of the PFP) will not be fully established at the time of PFP closing, the allocations approach contains disbursement conditions that allow certain funds to be unlocked as MPA milestones are reached after the PFP closing.

#### A. Eligibility of Activities for Funding

As the manager and administrator of each Fund, eligible activities that will be supported by the Funds to meet each distinct purpose will be defined and updated by Coast Funds' board of directors via the Coast Funds' Processes and Fund Criteria .

### V. Risk Management

The projections in this financial model are grounded in Coast Funds' successful 15-year track record of investment management and leverage, and revenue assumptions are conservative. Even so, there is a degree of uncertainty particularly with respect to as-yet-undeveloped innovative private sector revenue mechanisms. This risk will be managed in several ways:

- Allocations to Nations are calculated annually and determined by actual available funds.



Dated for Reference: June 21, 2024

- 4% of endowed funds will be segregated into a reserve fund to support funding projects to Nations in years where the investment income is insufficient.
- Nations will scale activities in accordance with available funds on an annual basis.

**Schedule 7:****Pathway with Transport Canada  
related to blackwater and greywater discharge from cruise Ships****Objectives:**

- Implement environmental measures for cruise ships in Canadian waters that exceed international standards
- Better protect Canada's oceans and the marine environment and support the work to conserve 25 percent of Canada's oceans by 2025 and 30 percent by 2030.

**Approach:**

Transport Canada and the Parties will work together to explore the development and implementation of enhanced vessel discharge prohibitions for cruise ships with respect to greywater and blackwater (sewage). Set out below is a general description of the anticipated milestones, and targeted timelines of the work.

<b>Milestone</b>	<b>Key Step</b>	<b>Description</b>	<b>Participants</b>	<b>End</b>
Voluntary measures replaced with mandatory measures (Interim order)	Announcement/Issuance	Complete	Transport Canada	June 1, 2022
Existing mandatory measures maintained	Issuance	In progress	Transport Canada	2024 and 2025
Establish Engagement Forum	Engagement schedule established <b>Use existing processes and venues where possible</b>	Governance	PFP/GBS Partners and Transport Canada	Summer 2024
Workstream 1: Engagement on GBS complementary measures in internal waters	Monthly meetings	Engagement/Consultation on measures to be explored for internal waters (up to 12 nm from baseline)	Transport Canada, GBS partners, stakeholders	Summer 2025
Workstream 2:	Monthly meetings	Engagement/Consultation	Transport	Summer 2025

Engagement on GBS complementary measures in EEZ		on measures to be explored in the EEZ	Canada, GBS partners, stakeholders		
Initiation of Regulatory Process	Engagement Launch at National CMAC meeting	Planned	Transport Canada	Winter/Spring 2026	
Continue with Engagement Forum	Regular meetings	Planned	Transport Canada, GBS partners	2026 - 2027	
Completion of Regulatory Process	Publication of any regulatory amendment/Announcement	Planned	Transport Canada, Industry, GBS partners, other Indigenous partners and public	2028	