



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



Haida



Gitga'at



Gitxaala



Haisla



Kitselas



Kitsumkalum



Metlakatla



Heiltsuk



Kitasoo Xai'xais



Nuxalk



Wuikinuxv



Da'naxda'xw



K'ómoks First Nation

K'ómoks



Kwiakah



MAMALIKULLA
FIRST NATION

Mamalilikulla



Tlowitsis



Wei Wai Kum



**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 30th including any Consensus recommendations, and the Leadership Council will complete the review by December 15th.

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

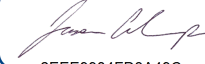
19.6 This MPA Network Agreement may be signed in one or more counterparts, each counterpart may be transmitted by courier, by hand or email and each will constitute an original instrument and such counterparts, taken together, will constitute one and the same document.

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

DocuSigned by:

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Gaagwiis Jason Alsop, President

Gitga'at First Nation by its authorized signatory


Dated: June 18, 2024

DocuSigned by:

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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

DocuSigned by:



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Don Roberts, Chief

Metlakatla First Nation by its authorized signatory

Dated: June 18, 2024

DocuSigned by:



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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

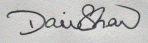
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Sam Schooner, Chief

Wuikinuxv Nation by its authorized signatory


Dated: June 18, 2024

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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

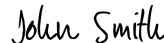
Dated: June 18, 2024

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John Powell, Chief

Tlowitsis Nation by its authorized signatory

Dated: June 18, 2024

DocuSigned by:

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John Smith, Chief

Wei Wai Kum First Nation by its authorized signatory

Dated: June 18, 2024

DocuSigned by:
Chris Roberts
866B5E06C49A42C

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

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

Activities	MPA Site	MPA Network
Site governance		
<ul style="list-style-type: none"> • Site Establishment 	X	
<ul style="list-style-type: none"> • Site Management, including Management Plan development and implementation 	X	
<ul style="list-style-type: none"> • Site level recommendations/decision making 	X	
<ul style="list-style-type: none"> • Monitoring, compliance, and enforcement 	X	
<ul style="list-style-type: none"> • Integration and coordination of the site within the MPA Network 	X	
<ul style="list-style-type: none"> • Dispute resolution at Site Scale 	X	
Network governance		
<ul style="list-style-type: none"> • Assessment and coordination of achievement of Network Goals and Objectives 		X
<ul style="list-style-type: none"> • MPA Network integration and coordination 		X
<ul style="list-style-type: none"> • Policy development to support MPA Network effectiveness 		X
<ul style="list-style-type: none"> • MPA Network research, monitoring, and reporting 		X
<ul style="list-style-type: none"> • Dispute resolution at MPA Network Scale 		X
Strategic Planning and adaptive management	X	X
Financing		
<ul style="list-style-type: none"> • Negotiating and managing site forecasting budgets 	X	
<ul style="list-style-type: none"> • Coordinating MPA Network forecasting 		X
Local Government, Stakeholder and Public engagement and communications	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**")¹. 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)

¹ 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.²

Canada's MPA Protection Standard

Consistent with Canada's MPA Protection Standard³ and subject to existing authorities and obligations, Canada intends, where feasible, to apply the MPA Protection Standard through legal mechanisms⁴ to the following types of MPAs established by federal departments and agencies after April 25th, 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 Standard⁵ is implemented through the *Government of Canada's 2022 Guidance for Recognizing Marine OECMs*.⁶ 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:

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

³ 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).

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

⁵ 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/guidance-for-recognizing-marine-other-effective-area-based-conservation-measures-2022-dfo-mpo.gc.ca).

⁶ <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.

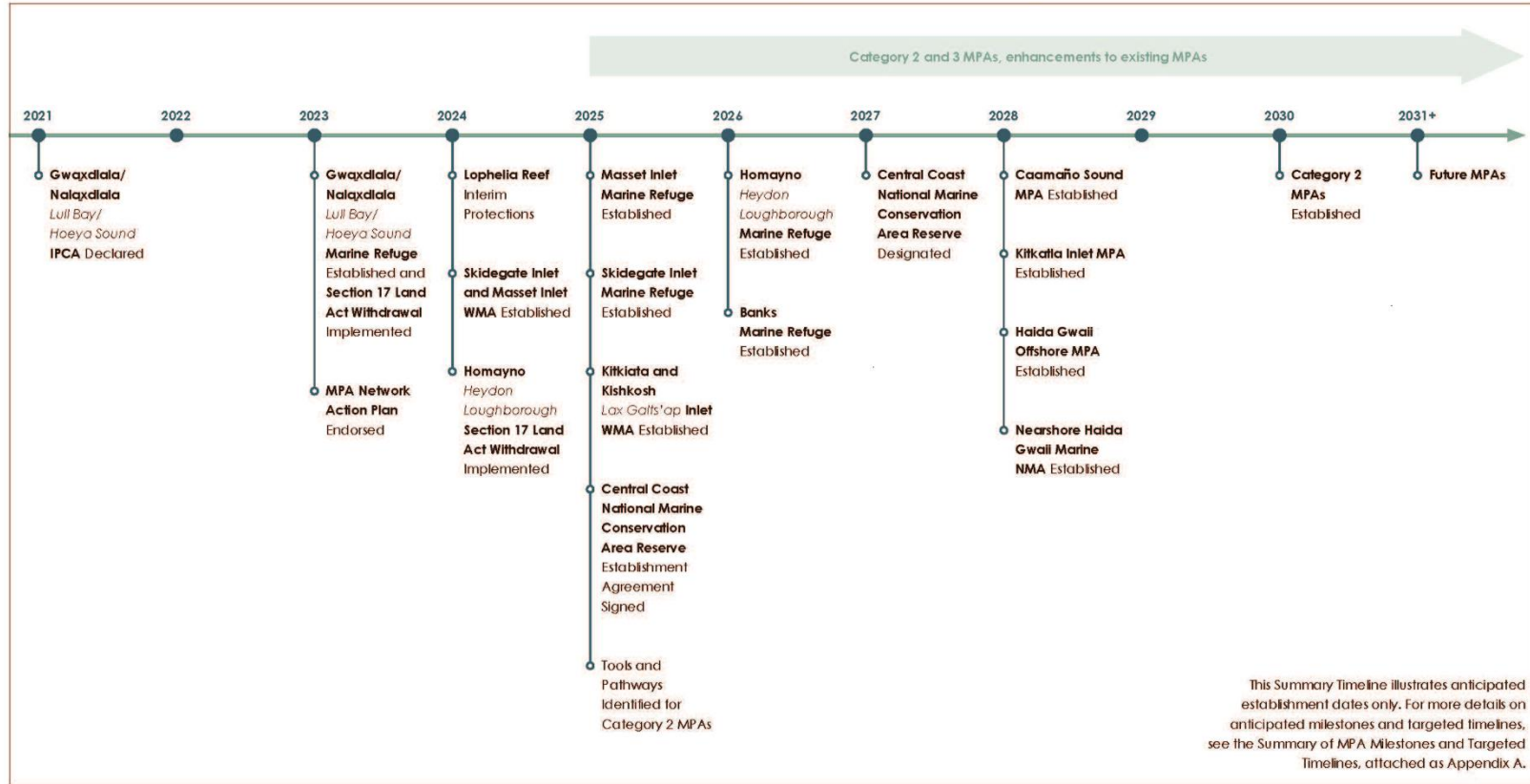
Under the relevant Nation MPA Agreements, Canada, British Columbia, and the Nations will strive to reach Consensus on the Establishment of MPAs within Category 3 areas, including expanding or enhancing Existing Sites, to contribute to the Network Goals and Design Elements. It is recognized that given 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

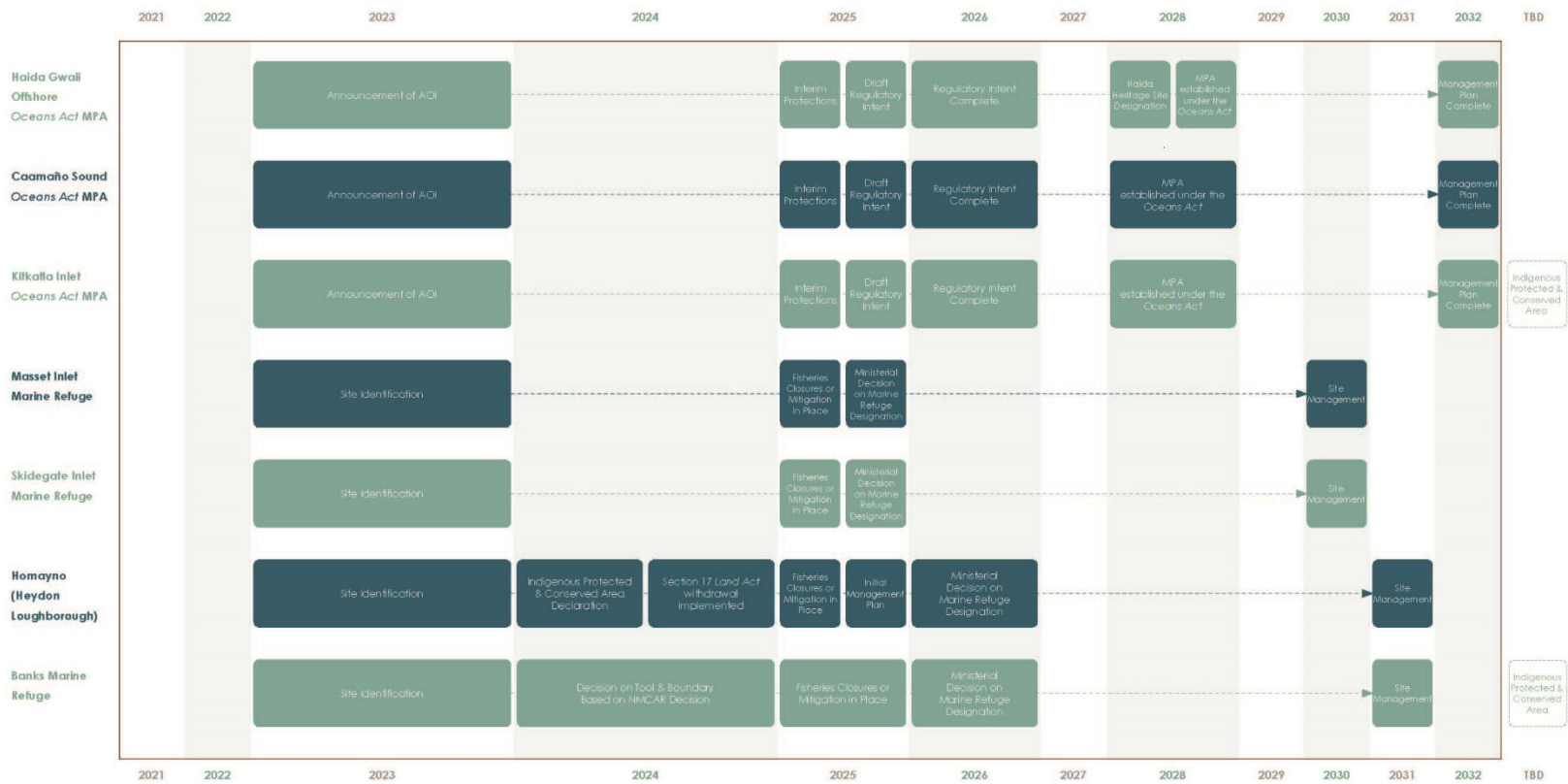
As described in section 8.5 of the MPA Network Agreement work is also under way through other Collaborative Governance processes and venues that reflects shared conservation priorities of the relevant Parties that may relate to but is not directly within the scope of the GBS PFP Closing Agreement or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

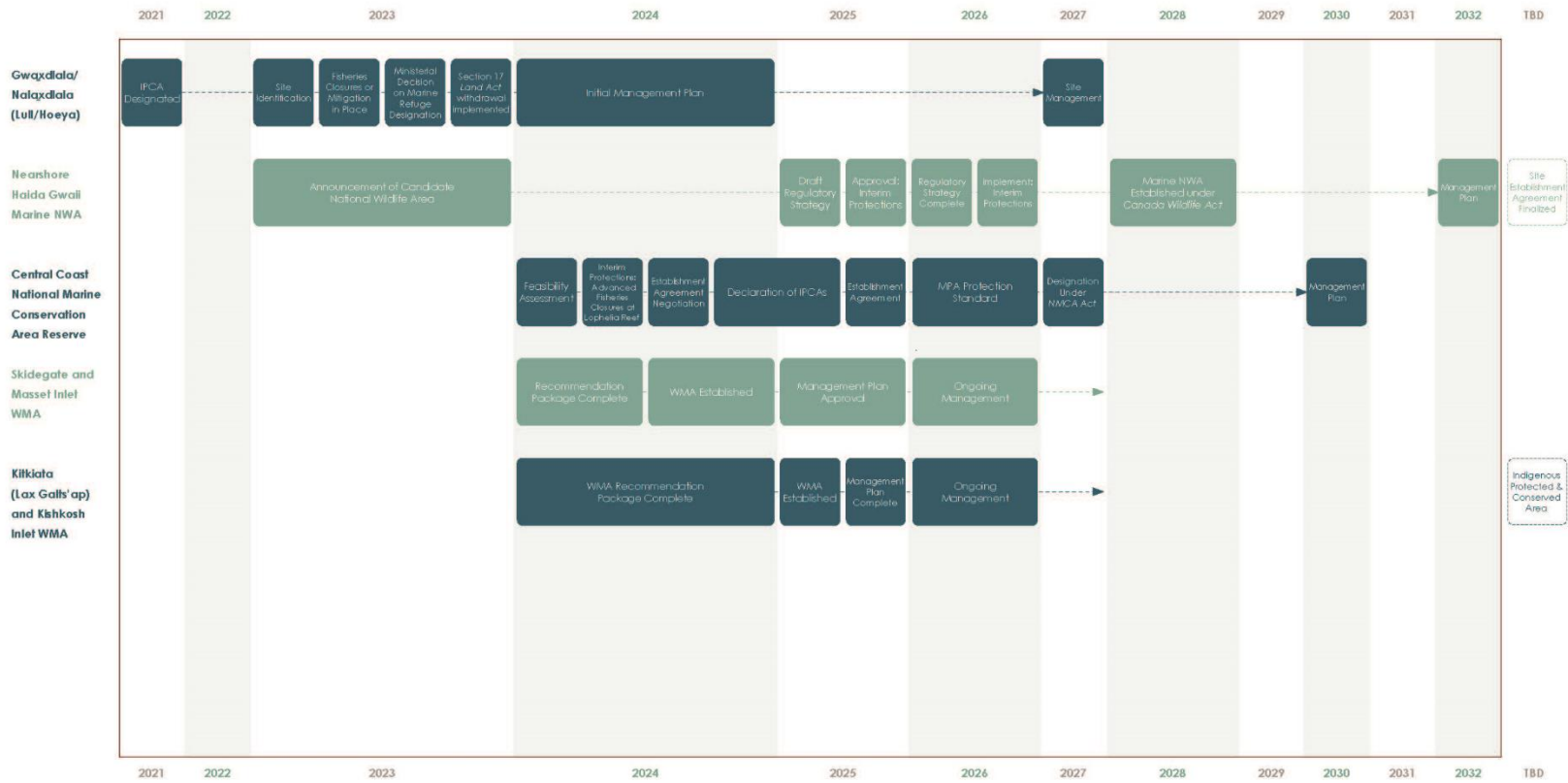
APPENDIX A

APPENDIX A

Great Bear Sea MPA Network | Conservation Pathways



Great Bear Sea MPA Network | Conservation Pathways



Schedule 5: Map of Northern Shelf Bioregion

