



# Memorandum of Understanding

Between: **THE KLAHOOSE FIRST NATION,** an aboriginal community whose village is located at Squirrel Cove, Cortes Island (hereinafter referred to as "Klahoose")

and: **THE CORTES ECOFORESTRY SOCIETY,** a society incorporated for the purpose of promoting ecosystem-based forest management on Cortes Island (hereinafter referred to as the "Ecoforestry Society")



Whereas Klahoose has occupied and used its traditional territory from time immemorial, and which traditional territory includes Cortes Island, and whereas Klahoose has never surrendered its aboriginal title to its territory, and continues to assert its aboriginal title to, and exercise its aboriginal rights within, its traditional territory;

And whereas Klahoose has since 1994 been engaged in negotiating a treaty with Canada and British Columbia, which treaty is expected to include the full recognition of Klahoose's aboriginal rights and title in a modern context, including recognition of Klahoose's ownership of and jurisdiction over certain portions of its territory now commonly referred to as Crown land which will become Treaty Settlement Land;

And whereas the Ecoforestry Society is an incorporated society comprised of Cortes Island residents and other supportive individuals which has as its general purpose the promotion of ecosystem-based forest use on Cortes Island;

And whereas it is the desire of both Klahoose and the Ecoforestry Society to set out both Parties' understanding concerning working together currently and in the future with respect to management and use of Cortes Island forest land;

It is therefore Agreed by the Parties as follows:

- 1. Mutual Respect and Co-operation**  
It is the desire and intention of the Parties to cooperate in a spirit of mutual respect and understanding, reflective of our common desire to live together on Cortes Island in a model of sharing, co-operation and good will.
- 2. Klahoose Treaty**  
The Ecoforestry Society acknowledges Klahoose's current treaty negotiations with Canada and British Columbia, and recognizes that a Klahoose treaty will almost certainly result in additional Cortes forest land being returned to the control of Klahoose. The Ecoforestry Society supports a fair and just treaty for Klahoose, and affirms that all of its sections and initiatives during the period of talks in which the treaty is being negotiated are without prejudice to the treaty process and to the resulting Klahoose treaty.
- 3. Klahoose Commitment**  
Klahoose acknowledges the importance of working together with its non-aboriginal neighbours, and of managing Klahoose forest land in ways which are respectful of, and are generally supported by, the non-aboriginal Cortes community. Klahoose commits to collaborate with the Ecoforestry Society on matters pertaining to forest management of Klahoose forest lands in a manner consistent with the spirit and good will reflected in this Memorandum and the general direction set out herein.
- 4. Ecoforestry Society Commitment**  
The Parties understand there has been recent discussion about the possible acquisition by the Ecoforestry Society, or by other interests on behalf of the Ecoforestry Society, of large holdings of Cortes Island fee simple forest land currently within the Forest Land Reserve. In the event of such acquisition, the Ecoforestry Society commits to collaborate with Klahoose on matters pertaining to forest management of such forest lands in a manner consistent with the spirit and good will reflected in this Memorandum and the general direction set out herein.
- 5. Ecosystem-Based Management**  
The Parties express their shared interest in, and commitment to, promoting balanced and ecologically sustainable forest use on Cortes Island. Such an approach has in recent times come to be known as ecosystem-based management, and which management philosophy and practices share much in common with traditional aboriginal respect for, and use of, the land. An ecosystem-based plan has recently been prepared for all of Cortes Island, which both Parties support. As well, Klahoose has prepared a Management Plan for its woodland using an ecosystem-based management approach, which both reflects and builds upon the broader plan for the island.
- 6. Additional Objectives**  
In addition, the Parties share a common interest in:  
(a) attaining local management and control of Cortes Island forest land which is presently within the Forest Land Reserve with a view to allowing for ecosystem-based management of as large and contiguous a land area as possible;

(b) developing an ecologically sustainable forest based economy which provides local employment and promotes value added processing of local forest products;

(c) obtaining Forest Stewardship Council certification of all Cortes Island forest products; and

(d) providing an educational model of community controlled ecosystem-based forest management involving both aboriginal and non-aboriginal participants.

The Parties commit to work toward these objectives.

**7. Community Forest Agreement**

In furtherance of paragraph 6 above, the Parties intend to pursue a joint application for a Community Forest Agreement encompassing, at a minimum, the Crown forest land on Cortes Island, and, if possible, all the Cortes forest land within the Forest Land Reserve.

**8. Co-Management Agreement**

The Parties commit to work together to achieve the objectives set out herein, and will develop and execute such further protocols and agreements between them as required over time to implement this common vision. Specifically, the Parties understand there is a need to negotiate a Co-management Agreement setting out the details of how the jointly controlled forest land will be managed as between the Parties, including matters pertaining to decision making, and cost and revenue apportionment. Schedule "A" provides a preliminary framework, providing broad parameters within which the Parties intend to negotiate more detailed provisions over time.

**9. Limitation Regarding Private Land**

For clarity, it is not the intention of the Parties to manage or control in any way, nor is any provision of this Memorandum directed at, privately owned forest land outside of the Forest Land Reserve which is owned by either of the Parties, unless such privately owned forest land has been expressly brought under the management of the Parties by a voluntarily negotiated agreement with the fee simple forest land owner.

**10. Dispute Resolution**

The Parties recognize that honestly held differences of opinion may arise between them over time. The Parties commit to make every attempt to resolve any such differences through dialogue and mutual understanding of each Party's perspectives and concerns. Should matters remain unresolved, the Parties shall explore other options for settling disputes, including obtaining the services of a neutral mediator agreeable to both Parties.

Schedule A  
General Framework for Co-operation between the Klahoose First Nation and the Cortes Ecoforestry Society

Crown Land	Management Responsibility	Costs Borne by:	Revenues Accrue to:
Klahoose forest land (including Klahoose woodlots)	co-managed Ecoforestry Society and Klahoose	Ecoforestry Society and Klahoose jointly	Ecoforestry Society and Klahoose jointly
Ecoforestry Society "owned" private forest land	co-managed Ecoforestry Society and Klahoose	Ecoforestry Society	Ecoforestry Society
small holding private forest land	as per Management Agreement negotiated between land owner and community forest managers	as negotiated in Management Agreement with land owner	land owner

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding this 9th day of July, 1999

Signed on behalf of  
**THE KLAHOOSE FIRST NATION**

*John Francis*  
Chief Klahoose  
*Roman Sharyn*  
Councilor Klahoose  
*Shirley Sharyn*  
Councilor Klahoose  
*Greg McEwen*  
Witness

ACCEPTS

Signed on behalf of  
**THE CORTES ECOFORESTRY SOCIETY**

*Shirley Sharyn*  
President Ecoforestry Society  
*John Francis*  
Vice President Ecoforestry Society  
*Shirley Sharyn*  
Treasurer Ecoforestry Society  
*Greg McEwen*  
Secretary Ecoforestry Society  
*Margaret Hanson*  
Witness  
AKABIA