

FOUR HOST NATIONS PROTOCOL AGREEMENT

November 24, 2004



Lil'wat
Nation



Musqueam
Nation



Squamish
Nation



Tsleil-Waututh
Nation

BETWEEN: (In alphabetical order)

LIL'WAT NATION (also known as the Mount Currie Indian Band) as represented by its Council

(the "Lil'wat Nation")

MUSQUEAM FIRST NATION (also known as the Musqueam Indian Band) as represented by its Council

(the "Musqueam First Nation")

SQUAMISH NATION (also known as the Squamish Indian Band) as represented by its Council

(the "Squamish Nation")

TSLEIL-WAUTUTH NATION (also known as the Burrard Indian Band) as represented by its Council

(the "Tsleil-Waututh Nation")

(collectively the "Parties")

WHEREAS:

- A. The Parties have co-existed peacefully and respectfully as neighbours for centuries;
- B. The Parties have used and occupied the lands and waters that constitute their respective traditional territories since time immemorial;
- C. Each Party has used portions of their traditional territories jointly with one or more of the other Parties since time immemorial;
- D. With the support and participation of the Parties, along with other partners, the Vancouver 2010 Bid Corporation (the "Bid Corporation") was successful in winning the right to host the 2010 Winter Olympic and Paralympic Games (the "Games") in Vancouver and Whistler to be held in 2010;
- E. The Games are to take place in the traditional territories of the Parties;
- F. Prior to the announcement of the winning bid in Prague on July 2, 2003, the Parties negotiated with the Bid Corporation (the Shared Legacies Agreement (SLA) between the Bid Corporation, the province and the Squamish and Lil'wat Nations, and Memorandums of Understanding (MOU's) between the Bid Corporation and each of the Musqueam Nation and Tsleil-Waututh Nation) referred to as the "commitments" for ongoing involvement in the Games;

FOUR HOST NATIONS PROTOCOL AGREEMENT



Lil'wat
Nation



Musqueam
Nation



Squamish
Nation



Tseil-Waututh
Nation

- G. In September 2003 the Bid Corporation dissolved and the Vancouver Organizing Committee for the Games ("VANOC") was established and is responsible, together with its partners, for hosting the Games;
- H. The Parties wish to establish a positive and mutually beneficial partnership with VANOC and its partners to participate meaningfully in the planning, staging and hosting of the Games;
- I. The Parties agree to work in a cooperative and mutually supportive manner in order to participate fully in the Games and to take advantage of the social, sport, cultural and economic opportunities and legacies that will arise as a result of the Games;
- J. The Parties have agreed to enter into a Protocol Agreement (the "Agreement") which will formally establish their desire to work cooperatively together and with VANOC on initiatives related to the Games;
- K. Nothing in this Agreement should be construed as derogating or abrogating from any of the Parties' Aboriginal rights or title interests, or any treaty rights.
- L. Nothing in this Agreement supersedes any of the laws, regulations or policies of British Columbia or Canada.

NOW THEREFORE the Parties agree as follows:

1. Purpose of the Agreement

- 1.1 The Parties agree to pursue a common approach to maximizing the involvement of their communities in the Games and create an environment of respect, cooperation, and mutual recognition amongst the Parties.
- 1.2 The Parties agree to cooperate as Host Nations to the Games (the "Four Host Nations").
- 1.3 The Parties agree to welcome the world to their shared traditional territories as "Host" Nations.
- 1.4 The Parties agree to promote the rich cultural and historical traditions of their communities.
- 1.5 The Parties agree to show visitors to the Games that the Nations have a positive vision for their future and welcome business opportunities from around the world.

FOUR HOST NATIONS PROTOCOL AGREEMENT



Lil'wat
Nation



Musqueam
Nation



Squamish
Nation



Tsleil-Waututh
Nation

- 1.6 The Parties recognize and agree that their individual Nations may have different interests for involvement in the Games and that through understanding of these interests and cooperation, there are many ways to share in the substantial benefits that can accrue to the Four Host Nations, both collectively and individually.
 - 1.7 The Parties agree to express their mutual respect for each other's historic presence in the region and to permit the Parties to obtain a better understanding of each other's communities.
 - 1.8 The Parties encourage each Host Nation to individually, or in combination with other Host Nations, pursue ventures related to the Games without fear or concern of interference from any of the other Parties to this Agreement.
 - 1.9 The Parties agree that this Agreement will be the source agreement for future protocols and agreements amongst the Parties relating to all aspects of the Four Host Nations involvement in the projects and activities directly and indirectly relating to the Games.
- 2. Four Host Nation Board and Secretariat**
- 2.1 The Parties agree to establish a Four Host Nations Board (the "Board").
 - 2.2 The Parties agree to design and establish a Four Host Nations Secretariat (the "Secretariat").
 - 2.3 Each of the Parties agrees to appoint two representatives to the Board (the "Board Members").
 - 2.4 The Board Members will be appointed, and a mandate provided, through a Band Council Resolution from each of the respective Councils of the Parties.
 - 2.5 The Board will identify a Chair, or a process for selecting a Chair, or Co-Chair as the case may be, for each Board meeting, which could include the concept of rotating Chairs.
 - 2.6 The Board will meet on a regular basis, to be determined by the Board.
 - 2.7 Decisions of the Board will be made by motion/resolution of the Board Members.
 - 2.8 The Board may seek technical assistance on any issue.

FOUR HOST NATIONS PROTOCOL AGREEMENT



Lil'wat
Nation



Musqueam
Nation



Squamish
Nation



Tsleil-Waututh
Nation

- 2.9 The Board may delegate or assign to the Secretariat specific tasks.
- 2.10 The Secretariat's role is to perform tasks delegated or assigned by the Board and to coordinate and provide administrative support for the Board and will act as a central point of contact of the Board for other entities.
- 2.11 The Board may choose to establish an "acting" Executive Director of the Secretariat and temporary staff as required to assist the Board in developing the design, function and funding of the Secretariat;

3. List of Tasks

- 3.1 The Board will establish and prioritize an initial list of tasks which is attached as Schedule A to this Agreement.
- 3.2 The Board may agree to amend this list at any time.
- 3.3 The Board may designate one of the Board Members, or if agreed by all Board Members, one of the Parties or the Secretariat to undertake specified follow-up on a task.

4. Funding and Costs

- 4.1 The Parties agree to work together to secure funding for this initiative to establish a Board of Directors of the Four Host First Nations, and to design and establish a Four Host Nations 2010 Secretariat, independent of the general funds of any of the Nations.
- 4.2 The Board will determine the allocation of any funds obtained for, or on behalf of, the Four Host Nations pursuant to this Agreement.
- 4.3 The Parties agree that, the benefits arising from this agreement will be shared equally among the Parties, unless otherwise agreed, or having resulted from agreements/commitments entered into previously by the Nations.

5. Information Sharing

- 5.1 The Parties will share written and other information bearing on any issue being discussed by the Board.

6. Communications and Confidentiality

- 6.1 All matters being dealt with by the Board are to be treated as confidential until such time as the Board declares otherwise.

FOUR HOST NATIONS PROTOCOL AGREEMENT



Lil'wat
Nation



Musqueam
Nation



Squamish
Nation



Tseil-Waututh
Nation

6.2 The Parties may, by mutual agreement, release information to the public at any time.

6.3 Positions taken jointly by the Parties will be made public on letterhead containing the Parties logo and authorized by a person designated by the Board.

7. Term of the Agreement

7.1 This agreement shall be in effect through to the end of the 2010 Olympic and Paralympic Games.

8. Dispute Resolution

8.1 The Parties will use their best efforts to resolve all disputes between them by direct discussions prior to referring matters to dispute resolution.

8.2 Should an impasse be reached on any issue, the Parties will endeavor to pursue an agreed form of dispute resolution so that action might be taken on that issue.

8.3 The dispute resolution referred to in section 8.2 will be established by consensus and may include reference to a body of Elders, conciliation or mediation.

8.4 Nothing in this Agreement will prevent the Parties from dealing with other issues while an issue is being addressed in the dispute resolution process.

8.5 Should one of the Parties, having exhausted all of the dispute resolution mechanisms listed above, decide to terminate their participation in the Agreement, that Party undertakes not to interfere with the remaining Parties continued participation and involvement in 2010 projects or activities.

9. Interpretation of this Agreement

9.1 Nothing in this Agreement will be interpreted as creating, recognizing or denying any rights.

9.2 Nothing in this Agreement will abrogate or derogate from any right or claim that either Party may have in relation to its respective aboriginal rights or title, or reserve based rights.

10. Amendments

10.1 Except as otherwise provided, this Agreement may only be amended by agreement in writing by the Parties.

FOUR HOST NATIONS PROTOCOL AGREEMENT



Lil'wat
Nation



Musqueam
Nation



Squamish
Nation



Tseil-Waututh
Nation

11. General

- 11.1 Nothing in this Agreement shall be construed as creating a partnership, joint venture or other legal entity of any kind, or as imposing upon either Party any duty, obligation or liability as a partner or joint venture. Neither Party shall have the ability to bind the other Party as agent or otherwise.
- 11.2 This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assignees.
- 11.3 Any notice, direction, payment or any or all material that either Party may be required or desire to give or deliver to the other Party shall be in writing and shall be given by personal delivery, by facsimile, by mailing or by courier, in each case addressed to the intended recipient as follows (in alphabetical order):
- (a) To the **Lil'wat Nation**
Chief Leonard Andrew
Lil'wat Nation
P.O. Box 602
Mount Currie, BC VON 2K0
Phone: 604-894-6115
Facsimile: 604-894-6841
 - (b) To the **Musqueam Nation**
Chief Ernest Campbell
Musqueam Nation
6735 Salish Drive
Vancouver, BC V6N 4C4
Phone: 604-263-3261
Facsimile: 604-263-4212
 - (c) To the **Squamish Nation**
Chief Gibby Jacob
Squamish Nation
320 Seymour Blvd.
North Vancouver, BC V7J 2J3
Phone: 604-980-4553
Facsimile: 604-980-9601
 - (d) To the **Tseil-Waututh Nation**
Chief Maureen Thomas
Tseil-Waututh Nation
3075 Takaya Drive
North Vancouver, BC V7H 2V6
Phone: 604-929-3454
Facsimile: 604-929-4714

or such other address or addresses as a Party may, from time to time, designate in writing.

FOUR HOST NATIONS PROTOCOL AGREEMENT



Lil'wat
Nation

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the ____ day of **November, 2004**.

LIL'WAT NATION

(also known as the Mount Currie Indian Band)

Per: _____

CHIEF LEONARD ANDREW, for and on behalf of the Lil'wat Nation as represented by its Council



Musqueam
Nation

MUSQUEAM NATION

(also known as the Musqueam Indian Band)

Per: _____

CHIEF ERNEST CAMPBELL, for and on behalf of the Musqueam Nation as represented by its Council

SQUAMISH NATION

(also known as the Squamish Indian Band)

Per: _____

CHIEF GIBBY JACOB, KaKeltn siyam, for and on behalf of the Squamish Nation as represented by its Council



Squamish
Nation

TSLEIL-WAUTUTH NATION

(also known as the Burrard Indian Band)

Per: _____

CHIEF MAUREEN THOMAS, for and on behalf of the Tseil-Waututh Nation as represented by its Council



Tseil-Waututh
Nation

FOUR HOST NATIONS PROTOCOL AGREEMENT

Schedule A

Among the tasks and responsibilities that the Board, with the support of the respective member Councils, may choose to delegate to the interim or permanent Secretariat are, but not limited to the following:

- (a) establish a Secretariat Office;
- (b) draft a plan for the structure and make-up of the Secretariat;
- (c) develop and establish strong planning and operating guiding principles;
- (d) provide an immediate platform for the Nations to start planning for their participation in the Games.
- (e) help to identify and secure human and funding resources;
- (f) develop an operating plan for the first 12 months;
- (g) develop a longer term business plan through the 2010 Games;
- (h) share information and raise and discuss issues of mutual concern;
- (i) represent the Nations in dealing with VANOC to the extent of the mandate provided to the Secretariat by the Board;
- (j) providing assistance to the Board in a draft Protocol Agreement between the Four Host Nations and VANOC;
- (k) develop a solid working relationship between VANOC and the Four Host Nations;
- (l) participate in VANOC activities and working groups;
- (m) monitor developments and obtain information related to the Games;
- (n) participate in the discussions regarding procurement opportunities for the Games;
- (o) participate in discussions and policies on ceremonial procedures, protocol and accreditation for the Games;
- (p) communicate and liaise with other First Nations, Metis, and Inuit organizations on matters relating to activities of the Board and Secretariat;



Lil'wat
Nation



Musqueam
Nation



Squamish
Nation



Tseil-Waututh
Nation

FOUR HOST NATIONS PROTOCOL AGREEMENT

Schedule A Continued



Lil'wat
Nation



Musqueam
Nation



Squamish
Nation



Tsleil-Waututh
Nation

- (q) communicate and liaise with various governments, including municipal governments, on matters within the mandate of the Secretariat;
- (r) provide ongoing reports to the respective Councils of the Four Host Nations about the Games and seek instructions from Councils where necessary;
- (s) provide reports and presentations to the members of the Four Host Nations when requested by respective Councils;
- (t) make recommendations to the respective Councils of the Four Host Nations as to how the Nations may participate in the development of the Games in a manner that maximizes the economic, political and cultural benefits from the Games;
- (u) work to ensure the Aboriginal youth are provided with more opportunities and a greater capacity to participate in sports; and
- (v) develop a coordination and communication plan/process between the Four Host Nations.