

PROTOCOL
Of Recognition & Harmonization
For Keyoh Title

BETWEEN THE:

Keyohs that resolve from time to time to enter this Protocol in accordance with this Protocol.

Hereinafter referred to as the “Parties”

WHEREAS:

- A. Each Party holds sole title (Keyoh title) to the lands and resources within each their Keyoh for the use and benefit of their extended families;
- B. Keyoh title includes sole decision making authority over all the lands and resources within the Keyoh;
- C. Keyoh title has been passed since time immemorial from the current family head to his or her successor;
- D. None of the Parties has never surrendered or delegated authority for their Keyoh title to or any other entity including recently created Indian Bands and Tribal Councils;
- E. The Parties recognize that our Keyoh titles are subject to consultation obligations from outside entities; and
- F. The Parties believe that recognition of each Party’s Keyoh title and clarity of authorities and roles in the administration between Keyoh titles is essential to minimizing conflict and collective long-term success between the Parties.

THEREFORE THE PARTIES RESOLVE:

1. PURPOSE

- 1.1. This Protocol intends to foster an effective working relationship between the Parties by setting out recognition, roles and responsibilities of the Parties with respect to their Keyoh title.

2. GUIDING PRINCIPLES

- 2.1. This Protocol has no basis in modern law however the Parties will respect this Protocol on the basis that it is now a part of Dakelh (tribal law) therefore carries as much or more weight as modern law.
- 2.2. Each Party will respect the other Party's internal processes for exercising and administering Keyoh title.
- 2.3. This Protocol is intended to foster healthy relationships therefore must be based on a foundation of mutual understanding and respect.
- 2.4. Implementing this Protocol is a process of ongoing learning and continuous improvement which requires a collective understanding that mistakes are inevitable and must be treated as learning experiences that happened through good intentions.
- 2.5. Effective pro-active communications is essential to fostering the desired positive working relationship that the Parties are attempting to achieve through this Protocol.
- 2.6. Transparency and accountability is essential to fostering collective support and trust for this Protocol.
- 2.7. Land and resource activities within Keyohs must be culturally appropriate and sustainable.

3. RECOGNITION, ROLES & RESPONSIBILITIES

- 3.1. The Parties recognize each Keyoh holder as the sole authority with respect to Keyoh title within their Keyoh.
- 3.2. The Parties agree to collaborate on matters related to the Keyoh title that have potential:

- 3.2.1. Impacts to cultural resources that are of common interest to Keyoh members;
 - 3.2.2. Environmental impacts that may extend into other Keyohs;
 - 3.2.3. Political ramifications of common concern; or
 - 3.2.4. Economic impacts to other Keyohs.
- 3.3. The Parties agree to give full and fair consideration of any views expressed by other Parties with respect to Keyoh title.
- 3.4. When the Parties are collaborating on a Keyoh title matter the Parties will strive to achieve a mutually acceptable position before taking action on that matter or communicating their individual positions to the outside world.

4. GENERAL COMMITMENTS

- 4.1. When a Party becomes aware of potential impacts to Keyoh title within another Keyoh that Party will immediately inform the affected Party of those potential impacts.
- 4.2. The Parties will attempt to align their respective policies with respect to Keyoh title and the treaty process in order to facilitate a consistent approach on these items.
- 4.3. The Parties commit to teaching their respective members (particularly the youth) about the importance of the Keyoh system as well as adhering to this Protocol.
- 4.4. The Parties will openly share as much information as possible subject to their respective information sharing policies and their obligations to the owners of that information.
- 4.5. Parties may enter into additional protocols or agreements however will do so within the general scope of this overarching Protocol. Some of these may include: Communications, Governance, Information Sharing and Accommodation.

5. DISPUTE RESOLUTION

- 5.1. If there is a dispute between the Parties with respect to any matter arising from this Protocol or relating to the interpretation of this Protocol, the Parties agree that it is in their best interest to use their best efforts to resolve such dispute in a reasonable and timely manner.

- 5.2. The Parties will attempt to use any and all face-to-face means to resolve disputes.
- 5.3. The Parties may agree to use culturally based methods (e.g., Elders, talking circles) or outside resources to assist in resolving the dispute (on a cost share basis) if necessary.
- 5.4. Binding dispute resolution methods may be used as a last resort with the written agreement of the Parties.

6. TERM, AMMENDMENT AND TERMINATION

- 6.1. This Protocol will take effect on the date that it has been executed and delivered to the Parties and will remain in effect until terminated.
- 6.2. This Protocol may only be amended or terminated by written agreement of the Parties.
- 6.3. The Parties will review and evaluate this Protocol on an annual basis, from the effective date of signing.
- 6.4. Any Party may withdraw from this Protocol by giving 30 days written advance notice to the other Parties of their intention to withdraw. During this notice period the Parties agree to review this Protocol for any weaknesses that may have prompted the proposed withdrawal, and to use best efforts to cooperatively attempt to resolve the reasons for this proposed withdrawal.
- 6.5. All decisions regarding entering into, amending, terminating or withdrawing from this Protocol will be made by formal resolution of each Party.
- 6.6. If this Protocol is terminated the Parties agree to establish another agreement regarding representation and authorities with respect to aboriginal rights and land and resource issues within the Keyohs.

7. BREACH

- 7.1. The Parties understand that alleged breaches of this Protocol are a very serious allegation therefore the Parties agree to follow only the formal process outlined in this Protocol to address alleged breaches.
- 7.2. When a Party alleges that another Party has breached this Protocol that Party will:
 - 7.2.1. Get a formal resolution authorizing them to enter into the formal breach process identified in this Protocol; and

- 7.2.2. Inform the other Party in writing of the alleged breach.
- 7.3. A Party who has received a written notice of an alleged breach on their part will immediately provide a written response to the other Party on the alleged breach.
- 7.4. The Parties will cooperatively attempt to resolve the alleged breach as soon as practically possible using the dispute resolution provisions in this Protocol. Some possible resolutions may include:
 - 7.4.1. Accepting the alleged breach because the breach was not substantiated or is minor in nature;
 - 7.4.2. Requiring the Party who in breach to modify their behaviour to stop the breach; or
 - 7.4.3. Terminating from this Protocol if that Party refuses to change their behaviour and resolve the breach.
- 7.5. The Parties will only communicate alleged breaches to the public (including their membership) with agreement of the Parties.

8. ADDITIONAL SIGNATORIES

- 8.1. A Keyoh holder (Applicant) may apply to the Parties to become a signatory to this Protocol.
- 8.2. The Applicant's submission to become a signatory will include:
 - 8.2.1. The Keyoh holder's name and contact information;
 - 8.2.2. A resolution from the Applicant's membership authorizing the Applicant to make the submission on behalf of the Keyoh; and
 - 8.2.3. A map illustrating the boundaries of the Applicant's Keyoh.
- 8.3. The Parties from time to time will decide on a consensus basis to allow or disallow any Applicant and will inform the Applicant as soon as practicable of their decision.
- 8.4. An Applicant will become a Party to this Protocol once the Applicant has been approved by the Parties and has signed a copy of a map of the Applicant's Keyoh as illustrated in Attachment 1 that will be attached to this Protocol.

This has been ratified by the signatory Keyohs.

SIGNATORIES

The undersigned have agreed to work towards the spirit and intent of this Protocol with the full knowledge and understanding that it is a good faith Protocol and does not carry any legally binding obligations to any Party, and that this Protocol does not alter, abridge or modify any of the Parties' individual authorities or responsibilities.

Name/Date	Name/Date
Maiyoo Keyoh/	
Diaya-Matess Keyoh/	
Beaver Lake & Co Keyoh/	

ATTACHMENT 1
{Name} Keyoh Consent
Protocol Of Recognition & Harmonization For Keyoh Title

The Applicant's Keyoh boundary map goes here.

The {name} Keyoh as defined by {description}.

{Name} Keyoh agrees to work towards the spirit and intent of this Protocol with the full knowledge and understanding that it is a good faith Protocol and does not carry any legally binding obligations to any Party, and that this Protocol does not alter, abridge or modify any of the Parties' individual authorities or responsibilities.

On behalf of the {name} Keyoh (sign & print name)

Date

ATTACHMENT 2
Maiyoo Keyoh Consent
Protocol Of Recognition & Harmonization For Keyoh Title



The Maiyoo Keyoh as defined in a map drawn by Julian Steward in 1940.

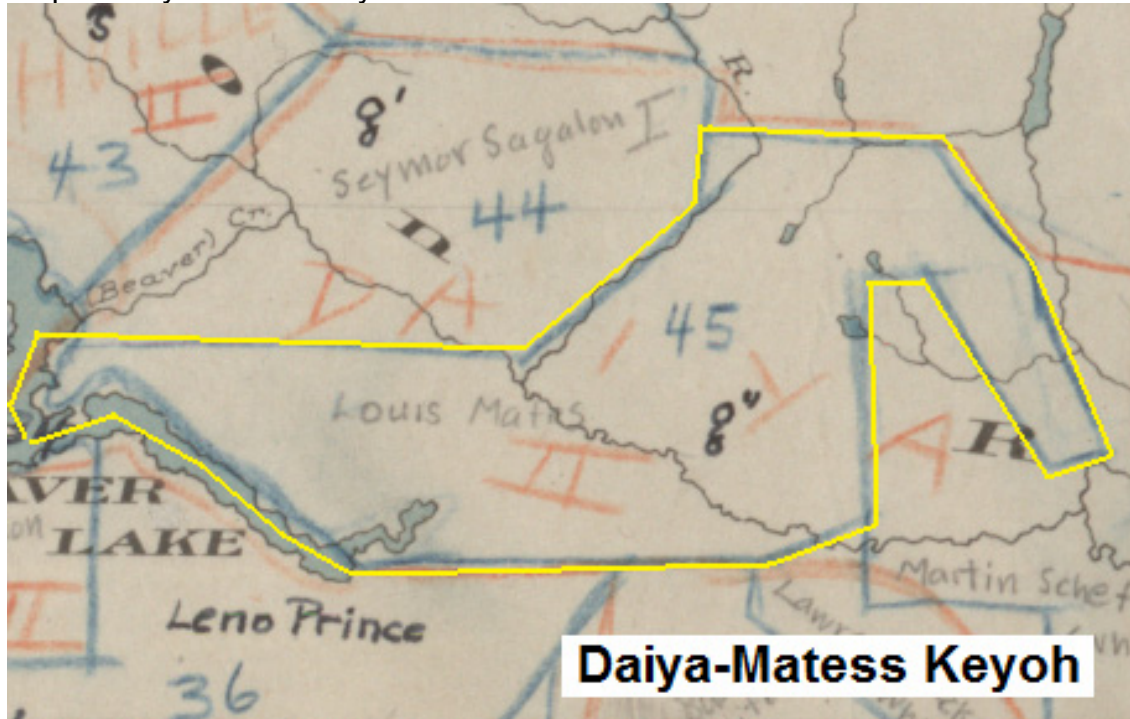
Maiyoo Keyoh agrees to work towards the spirit and intent of this Protocol with the full knowledge and understanding that it is a good faith Protocol and does not carry any legally binding obligations to any Party, and that this Protocol does not alter, abridge or modify any of the Parties' individual authorities or responsibilities.

On behalf of the Maiyoo Keyoh (sign & print name)

Date

ATTACHMENT 3
Diaya-Matess Keyoh Consent
Protocol Of Recognition & Harmonization For Keyoh Title

Map of Diaya-Matess Keyoh



The Diaya-Matess Keyoh as defined by Julian Stuart from map of 1940.

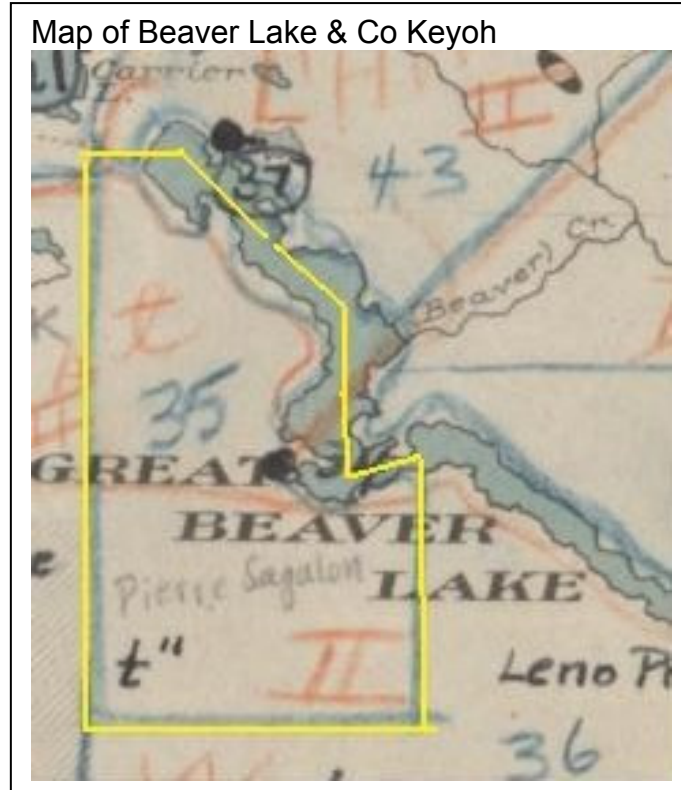
Diaya-Matess Keyoh agrees to work towards the spirit and intent of this Protocol with the full knowledge and understanding that it is a good faith Protocol and does not carry any legally binding obligations to any Party, and that this Protocol does not alter, abridge or modify any of the Parties' individual authorities or responsibilities.

On behalf of the Diaya-Matess Keyoh (sign & print name)

Date

This has been ratified by the signatory Keyohs.

ATTACHMENT 4
Beaver Lake & Co Keyoh Consent
Protocol Of Recognition & Harmonization For Keyoh Title



The Beaver Lake & Co Keyoh as defined by Julian Steward 1940.

Beaver Lake & Co Keyoh agrees to work towards the spirit and intent of this Protocol with the full knowledge and understanding that it is a good faith Protocol and does not carry any legally binding obligations to any Party, and that this Protocol does not alter, abridge or modify any of the Parties' individual authorities or responsibilities.

On behalf of the Maiyoo Keyoh (sign & print name)

Date