

Ditidaht and Pacheedaht Interim Measures Agreement
Regarding a Direct Award Tenure
(the “Agreement”)

Between:

Ditidaht First Nation
as represented by the Chief Councillor
And

Pacheedaht First Nation
as represented by the Chief Councillor

And

**Her Majesty the Queen in right of the Province
of British Columbia**

As represented by the Minister of Forests
(the “Ministry of Forests”)

(collectively the “Parties”)

Purpose:

1. The purpose of this Agreement is to:
 - a) fulfil the objective as identified in section 10(e)(ii) of the Interim Measures Memorandum of Understanding dated February 28, 2001 between the Province, Canada and Ditidaht and Pacheedaht First Nations;
 - b) directly invite the Ditidaht and Pacheedaht First Nations to jointly apply for a timber sale licence of up to 300,000 cubic metres;
 - c) enhance operational stability on Crown lands within the asserted traditional territory of Ditidaht and Pacheedaht First Nations regarding ongoing forest resource development;
 - d) address potential aboriginal rights and title raised by the Ditidaht and Pacheedaht First Nations in relation to forest resource development.

Interpretation:

2. Nothing in this Agreement shall be interpreted in a manner that obliges the Ministry of Forests to act in a manner inconsistent with provincial legislative or regulatory authorities, or that fetters the statutorily-created discretion of any government decision-makers.

3. This Agreement is not intended to be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982 and, subject to 1(d), is not intended to recognize, affirm, or deny the existence of aboriginal rights, including aboriginal title, or treaty rights.

Tenure Opportunity

4. After the execution of this Agreement, the Minister of Forests will invite the Ditidaht and Pacheedaht First Nations to jointly apply for a timber sale licence for a volume of up to 300,000 cubic metres within Tree Farm Licence 46 under section 47.3 of the *Forest Act*.
5. Any invitation and timber sale licence issued as a result of this Agreement, is subject to policies, regulations and statutes of British Columbia as amended from time to time.
6. Any timber sale licence issued as a result of this Agreement will contain a condition that the Ditidaht and Pacheedaht First Nations must comply with the terms of this Agreement as specified in the *Forest Act* and are jointly and severally liable for the obligations arising under it.
7. Any timber sale licence issued as a result of this Agreement is not transferable without the consent of the Minister of Forests and is not replaceable.

Operational Stability on Crown Lands

In consideration of the timber sale licence referred to above:

8. The Ditidaht and Pacheedaht First Nations will engage in a timely manner with the Ministry of Forests and all other licensees in an information sharing and consultation process regarding forestry decisions and forestry activities within the asserted traditional territory of the Ditidaht and Pacheedaht First Nations as outlined in bold black on the attached Appendix "A".
9. Under the Interim Measures Memorandum of Understanding dated February 28, 2001 between the Province, Canada and Ditidaht and Pacheedaht First Nations, a Ditidaht Pacheedaht Resource Planning Working Group is established. The Ditidaht and Pacheedaht First Nations will make reasonable efforts to continue to participate in the cooperative process for resolving forest management issues as conducted by the Ditidaht Pacheedaht Resource Planning Working Group, or such other process as mutually determined by the Parties to this Agreement.
10. The Ditidaht and Pacheedaht First Nations will make reasonable efforts to minimize impacts on the economic activity of all forest tenure holders within the asserted traditional territory of the Ditidaht and Pacheedaht First Nations as outlined in bold black on the attached Appendix "A".

Review and Amendments

11. Any of the Parties may require the participation of the other Parties to review the effectiveness of this Agreement and to consider amendments to this Agreement.
12. The provisions of this Agreement may only be amended by written agreement of the Parties.

Term

13. This Agreement will take effect on the date that it has been executed and delivered by the Parties.
14. This Agreement will be in effect for the term of the timber sale licence unless the term of this Agreement is amended by the Parties or superseded by a treaty agreement.

Termination

15. If the Ministry of Forests determines that the Ditidaht First Nation and/or the Pacheedaht First Nation are not in compliance with this Agreement, the Minister or person authorized by the Minister may suspend and cancel the licence in accordance with the *Forest Act*.
16. This Agreement will be terminated upon cancellation or expiry of the timber sale licence agreement or by mutual agreement of all of the Parties.

Notice

17.
 - (a) Where a notice or other communication that is required to be given or that a party wishes to give to the other party with respect to this agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other party as in this section of the agreement;
 - (b) Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If a notice or other communication is received after 4:00 p.m., it will be deemed to have been received on the next business day;

(c) The address of either party may be changed by notice in the manner set out in this section of the agreement.

BRITISH COLUMBIA:

Deputy Minister
Ministry of Forests
PO Box 9525 STN PROV GOVT
Victoria BC V8W 9C3
(250) 387-4809 (Telephone)
(250) 387-7065 (Facsimile)

THE DITIDAHT FIRST NATION:

Chief Councillor
P.O. Box 340
Port Alberni B.C. V9Y 7M8
(250) 745-3333 (Telephone)
(250) 745-3332 (Facsimile)


THE PACHEEDAHT FIRST NATION:

Chief Councillor
General Delivery
Port Renfrew B.C. V0S 1K0
(250) 647-5521 (Telephone)
(250) 647-5561 (Facsimile)

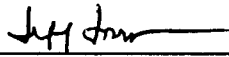
IN WITNESS WHEREOF, the Parties have executed this Agreement on the 28th day of January, 2003.

FOR THE DITIDAHT FIRST NATION,
as represented by the Chief Councillor

FOR THE PACHEEDAHT FIRST NATION,
as represented by the Chief Councillor

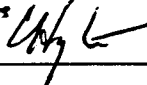


Jack Thompson,
Chief Councillor

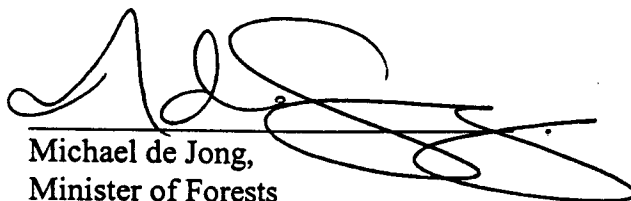


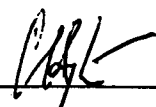
Jeff Jones,
Chief Councillor

Date:
Witnessed by 

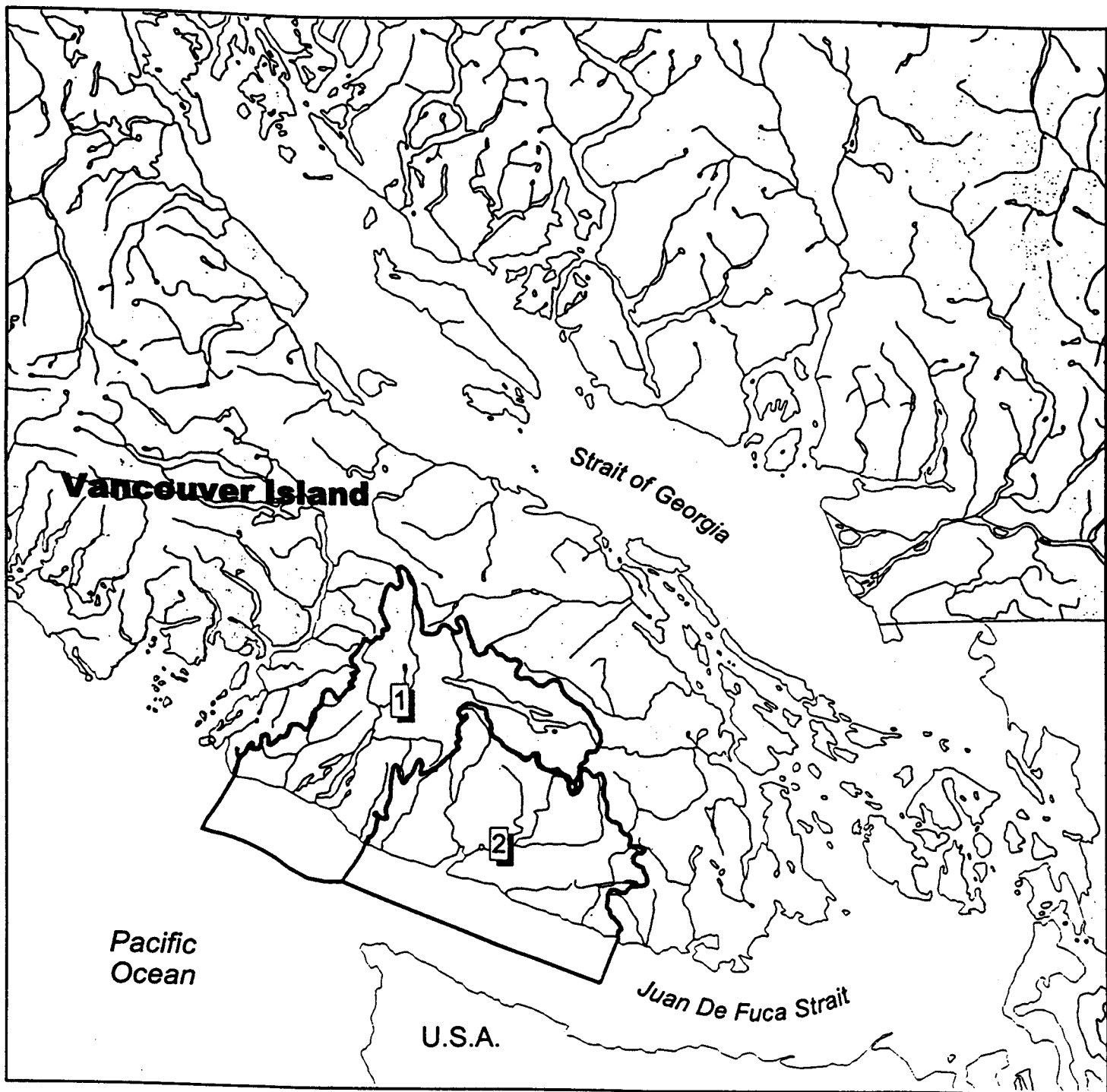
Date: Jan 28, 2003
Witnessed by 

FOR HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA







Michael de Jong,
Minister of Forests
Date: Jan 28, 2003
Witnessed by 

APPENDIX A



APPENDIX A Ditidaht and Pacheedaht Statement of Intent Areas

-  Ditidaht
-  Pacheedaht
-  BC Hydrographic Network
-  BC Landbase

0 10 20 30 40 50 60 Kilometers

Scale 1:1,444,159 Projection Albers Datum NAD 83

This map is a living document and is intended to be amended and refined over time. The data used to produce this map has been collected and is presented without prejudice to any party. The boundaries on this map represent the approximate boundaries of the traditional territories as described in the First Nation's Statement of Intent submitted to the B.C. Treaty Commission.



Ministry of Forests
Aboriginal Affairs Branch
January 24, 2003

