



HUBULHSOONINATS'UHOOT'ALH:

(ha-bulh-soo-natsoot-lay)

FOUNDATION FRAMEWORK AGREEMENT

This Agreement is dated for reference July 22, 2018.

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Indigenous Relations and Reconciliation and the Minister of Forests, Lands, Natural Resource Operations and Rural Development (the "Province")

AND:

Southern Dakelh Nation Alliance (the "SDNA"), on its own behalf and on behalf of Lhoosk'uz Dené Nation, Lhtako Dené Nation, Nazko First Nation, and Ulkatcho Nation, each on their own behalf and on behalf of their members (the "SDNA Nations")

(Collectively referred to as the "Parties" and individually referred to as a "Party")

BACKGROUND:

- A. The Province recognizes that SDNA Rights and Title exist within the SDNA traditional territory ("SDNA Territory") including rights with respect to lands, water, resources and governance within the context of section 35 of the *Constitution Act, 1982*;
- B. The SDNA Nations, located in the Cariboo and central interior of British Columbia, have close familial ties, shared languages, economies, oral histories and cultural values, and have committed to support one another to assert and

protect SDNA Rights and Title, and to explore common interests and opportunities;

- C. The Province has adopted the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”), the Calls to Action of the Truth and Reconciliation Commission, and the findings of the Supreme Court of Canada in the *Tsilhqot’in* decision, and commits to apply the principles therein to its relationship with the SDNA, as well as the work that evolves from engagement on the Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples;
- D. The Parties have a shared vision for the recognition and reconciliation of SDNA Rights and Title;
- E. The Parties wish to pursue comprehensive reconciliation through the establishment of an Alliance Reconciliation Table; and
- F. The Parties have discussed and negotiated a framework for the development of a renewed government-to-government relationship.

NOW THEREFORE the Parties agree as follows:

1. SHARED VISION

- 1.1 The Parties share a vision of transforming their relationship by building a foundation for long term comprehensive reconciliation. The Parties share common goals and priorities for their relationship, including facilitating engagement and collaborative decision making, increasing participation in the forest economy, furthering economic development, improving consultation and facilitating progress on culture and wellness priorities for the SDNA Nations. This Agreement provides the structure for, and facilitates the development of, a government-to-government relationship that will provide the foundation for comprehensive reconciliation.

2. DEFINITIONS

- 2.1 **Definitions.** In this Agreement:

“Alliance Reconciliation Table” means the representatives of the SDNA/SDNA Nations and the Province assigned, from time to time, to implement this Agreement in accordance with Section 4.1;

“Alliance Reconciliation Table Terms of Reference” means the terms of reference developed by the Parties in accordance with Section 6.1;

“Confidential Information” means any information provided by the Parties under this Agreement which is denoted as “Confidential”;

“Dispute” means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement;

“Dispute Resolution Process” means the process set out in Section 15.3;

“Effective Date” means the last date on which this Agreement is fully executed by the Parties;

“Hubulhsooninats’Uhoot’alh” (*ha-bulh-soo-natsoot-lay*) is the Dakelh concept meaning “Together we will fix it”;

“Non-Participatory First Nation” means a First Nation, Indian Band, or Tribal Association who assert traditional territory that overlaps in whole or in part with SDNA Territory and who is not a Party to this Agreement;

“Notice of Dispute” means a written notice detailing a dispute between the Parties, which is submitted to the Alliance Reconciliation Table in accordance with Section 15.3;

“Operational Pilot” means the initiative to be developed by the Engagement and Collaborative Decision Making Forum for increased efficiencies and effectiveness in consultation processes until the Engagement and Collaborative Decision Making Framework is complete;

“Priority Topics” means the initiatives tasked to the Reconciliation Forums by the Alliance Reconciliation Table set out in Section 5 or additional initiatives developed by the Alliance Reconciliation Table pursuant to Section 5.3;

“Provincial Agencies” means the following provincial ministries:

- a) Ministry of Indigenous Relations and Reconciliation;
- b) Ministry of Forests, Lands, Natural Resource Operations and Rural Development (including BCTS);
- c) Ministry of Agriculture;
- d) Ministry of Environment and Climate Change (excluding EAO);
- e) Ministry of Energy and Mines and Petroleum Resources; and
- f) Ministry of Transportation and Infrastructure;

“Reconciliation Forums” are the forums identified in Section 4.4;

“SDNA” means the Southern Dakelh Nation Alliance Society, a society incorporated under the *Societies Act*;

“SDNA Land Stewardship Plan” means the plan developed by the SDNA Nations to promote ecosystem-based sustainable management of the lands and

resources within the SDNA Territory and to inform collaborative decision-making;

“SDNA Nations” means the Lhoosk’uz Dené Nation, Lhtako Dené Nation, Nazko First Nation and Ulkatcho Nation;

“SDNA Rights and Title” means the Aboriginal rights and title of the Southern Dakelh Nation or one or more of the SDNA Nations;

“SDNA Territory” for the purposes of this Agreement is identified in the map attached as Appendix A;

“Specific Consultation Process” means any process that the SDNA Nations and the Province have agreed to in writing that will be relied on to meet the Province’s consultation obligations with respect to particular conduct contemplated by the Provincial Agencies and other activities agreed to by the Parties where appropriate;

“Terms of Reference” means the terms of reference developed by the Parties for a Reconciliation Forum in accordance with Section 6.2;

2.2 **Appendices.** This Agreement includes the following Appendices:

Appendix A. Map of SDNA Territory.

Appendix B. Implementation Funding.

3. **PURPOSE & SCOPE**

3.1 The purposes of this Agreement are to:

- a) Develop a government-to-government relationship between the Parties based on mutual recognition and respect;
- b) Establish Reconciliation Forums through which the Parties will work towards the shared vision and goals identified in this Agreement;
- c) Improve government-to-government engagement, including consultation, on proposed land and resource based activities within SDNA Territory; and
- d) Collaborate on the Priority Topics identified in Section 5.

4. **ALLIANCE RECONCILIATION TABLE**

4.1 The Parties establish the Alliance Reconciliation Table, in order to further their shared vision, and to facilitate the goals and intended outcomes of this Agreement.

- 4.2 The Alliance Reconciliation Table will be comprised of the SDNA Chiefs or delegates as appropriate, and senior representatives from the Ministry of Indigenous Relations and Reconciliation, Ministry of Forests, Lands, Natural Resource Operations and Rural Development, and representatives from Provincial Agencies as appropriate.
- 4.3 To facilitate the goals and intended outcomes of this Agreement, the Alliance Reconciliation Table will:
- a) Act as the foundation for the relationship between the Parties;
 - b) Promote dialogue amongst senior representatives of the SDNA Nations and Provincial Agencies;
 - c) Provide oversight and direction to the Reconciliation Forums established under this Agreement, including guidance on prioritization of Priority Topics;
 - d) Coordinate with Canada where appropriate;
 - e) Act as the primary decision making body for the Agreement;
 - f) Provide recommendations to inform mandate request submissions to support the work under this Agreement;
 - g) Seek to resolve any Disputes that arise amongst the Parties pertaining to interpretation of this Agreement, in accordance with Section 15; and
 - h) Perform other responsibilities to be identified in the Alliance Reconciliation Table Terms of Reference.
- 4.4 At the direction of the Alliance Reconciliation Table, the Parties will establish the following Reconciliation Forums to facilitate the purposes and goals of this Agreement:
- a) Engagement and Collaborative Decision Making Forum, to:
 - i. Develop a comprehensive relationship between the SDNA Nations and the Province with respect to proposed land and resource based activities and decisions in SDNA Territory;
 - ii. Provide the venue for engagement on legislative, regulatory, and policy development or review where appropriate; and
 - iii. Focus on building processes and approaches aimed at securing consent, as well as creative and innovative mechanisms that will help build deeper collaboration, consensus, and new ways of working together, including with respect to proposed actions by the Province that affect SDNA Rights and Title.
 - b) Land and Resources Stewardship Forum, to:
 - i. Develop strategies and recommendations to increase the SDNA Nations' participation, management and stewardship across the SDNA Territory, including to support the development of and identify ways to implement the SDNA Land Stewardship Plan; and
 - ii. Develop strategies and recommendations for ways to incorporate indigenous knowledge into resource management.

- c) Economic Development Forum, to:
 - i. Identify opportunities to increase the SDNA Nations' share in revenues and economic benefits from forestry and non-forestry activities in SDNA Territory; and
 - ii. Identify and explore means to increase the SDNA Nations' role in the forest sector and access to economic development opportunities in SDNA Territory.
 - d) Culture and Wellness Forum, to:
 - i. Identify opportunities for the advancement of culture and wellness priorities.
- 4.5 The Parties recognize the interconnection between the work contemplated by the Reconciliation Forums, and will seek efficiencies and collaboration when appropriate, including with respect to Priority Topics.

5. PRIORITY TOPICS

- 5.1 The Parties will collaborate on Priority Topics through the Reconciliation Forums.
- 5.2 At the direction of the Alliance Reconciliation Table, Priority Topics will be tasked to the Reconciliation Forums as follows:
- a) Engagement and Collaborative Decision Making Forum:
 - i. Develop an Engagement and Collaborative Decision Making Framework to address proposed land and resource based activities and decisions in SDNA Territory, to be adopted and approved by respective leadership; and
 - ii. Develop an Operational Pilot for increased efficiencies and effectiveness in consultation processes until the Engagement and Collaborative Decision Making Framework is complete.
 - b) Land and Resources Stewardship Forum:
 - i. Develop and recommend strategies, informed by the SDNA Land Stewardship Plan, including developing and recommending Specific Consultation Processes for the following topics:
 - a. Wildfire Prevention and Response:
 - Work together as partners in wildfire recovery and rehabilitation efforts;
 - b. Emergency Preparedness:
 - Support the SDNA Nations' development of a comprehensive plan for emergency preparedness and egress;

- Work together to identify emergency preparedness training opportunities for the SDNA Nations;
- c. Moose and Caribou:
- Work collaboratively on initiatives related to moose and caribou recovery, and moose and caribou habitat;
 - Develop an effective engagement process to ensure that the SDNA Nations are involved directly in decisions regarding caribou and moose;
- d. Forestry:
- Recommend options with respect to allowable annual cut and apportionment of tenure for the timber supply areas that overlap SDNA Territory;
- e. Mushroom Picking Management:
- Work collaboratively to develop options for management of mushroom picking;
- f. Parks and Protected Areas:
- Develop a collaborative approach to management and stewardship of parks and protected areas;
- g. Other topics including but not limited to water, energy projects, mining and environmental assessments and regulatory review of major projects.
- c) Economic Development Forum:
- i. Identify revenue sharing opportunities between the Province and the SDNA Nations and bring recommendations forward to respective leadership for proposed improvements;
 - ii. Identify and make recommendations to the Alliance Reconciliation Table regarding specific economic opportunities, including but not limited to:
 - a. Additional area or volume based forest tenure, including access to undercut;
 - b. Reform of existing forest licenses to enhance profitability;
 - c. Access to non-timber forest products;
 - d. Facilitate business to business relationships between the SDNA Nations and the forest industry within SDNA Territory;
 - e. Land opportunities to support proposed economic development;
 - f. Independent power projects to support existing and proposed economic development;
 - g. Joint ventures and resort development; and
 - h. Develop a marketing and tourism strategy for SDNA Territory.
- d) Culture and Wellness Forum:

- i. Advance culture and wellness goals on and off reserve, including but not limited to:
 - a. Children and families;
 - b. Culture and wellness program delivery, including a culture and wellness centre;
 - c. Protection of heritage and cultural resources;
 - d. Education, training and capacity development;
 - e. Language revitalization;
 - f. Healthy communities;
 - g. Elders and youth;
 - h. Community infrastructure and housing;
 - i. Justice; and
 - j. Initiatives related to the *Sboo'tih Ghe Ti (Sboo-tee-whey-tee)* (aka Alexander Mackenzie Heritage Trail).

5.3 The Parties agree to develop and assign additional Priority Topics to the Reconciliation Forums from time to time.

5.3 The Parties may jointly invite non-Provincial Agencies, including those outside the natural resource sector, to collaborate on Priority Topics.

6. OPERATIONAL GUIDANCE FOR ENGAGEMENT AND CONSULTATION

6.1 The Parties will develop the Alliance Reconciliation Table Terms of Reference within 60 days of the Effective Date.

6.2 The Parties will develop a Terms of Reference for each of the Reconciliation Forums within 90 days of the Effective Date.

6.3 The Terms of Reference to be developed will include, but will not be limited to: forum membership, roles and responsibilities, scope, issues resolution process if applicable, and agreed upon process for addressing the Priority Topics.

6.4 Each Reconciliation Forum will set a work plan for Year 1 of the Agreement, and will maintain updates to the work plan on a regular basis as agreed by the Parties, and under guidance from the Alliance Reconciliation Forum.

6.5 Each Reconciliation Forum work plan will describe activities to support collaboration on Priority Topics, including any Specific Consultation Processes the Parties design and agree to in writing.

6.6 The Parties may agree to a Specific Consultation Process with respect to:

- a) One or more Priority Topics;

- b) Transactional consultation efficiencies identified by the Parties as part of the Operational Pilot; and
 - c) Matters considered by the Parties from time to time.
- 6.7 Specific Consultation Processes will be approved by respective leadership.
- 6.8 The Parties recognize that unless the Parties agree to a Specific Consultation Process, the obligation on the part of the Province to consult with and accommodate the SDNA Nations, whether derived from the common law or existing agreements, continues to apply with respect to contemplated conduct that has the potential to impact asserted or determined SDNA Rights and Title.

7. GOVERNMENT OF CANADA

- 7.1 The Parties recognize that the SDNA Nations are negotiating a Memorandum of Understanding for Recognition of Rights and Reconciliation with Canada and recognize that both that process and the process under this Agreement are essential components of achieving reconciliation with the SDNA Nations.
- 7.2 The Parties recognize that certain goals in this Agreement, and in particular those set out in Section 5.2(d), require partnership with Canada to be fully realized and agree to seek means to coordinate federal and provincial processes and collaborate with Canada where appropriate to advance the goals of this Agreement, including but not limited to children and families, caribou management, housing, community infrastructure.

8. NATION TO NATION DIALOGUE

- 8.1 The Parties recognize the potential opportunities that exist in collaborating or coordinating efforts between the SDNA Nations and Non-Participatory First Nations, particularly in the areas of regional land use planning and economic development, and agree to seek opportunities for such dialogue and engagement where appropriate.

9. FUNDING

- 9.1 The Province recognizes the need to ensure reliable, dedicated, and consistent funding is available to the SDNA Nations to support the processes contemplated by this Agreement.
- 9.2 In order for the Parties to effectively implement this Agreement, the Province will provide the SDNA with funding described in Appendix B.

10. MONITORING AND REPORTING

- 10.1 The Alliance Reconciliation Table will ensure that on an annual basis, on or before March 1, of each year, a summary report on agreement implementation for the previous year will be jointly prepared and submitted to the SDNA Nations and Provincial Agencies.
- 10.2 The report under section 10.1 will include an assessment of successes and challenges with respect to agreement implementation, and support a systematic approach to improving the design and implementation of this Agreement.

11. CONDITIONS PRECEDENT TO FUNDING

- 11.1 Notwithstanding any other provision in this Agreement, any payment of funds by the Province to the SDNA on behalf of the SDNA Nations under this Agreement is subject to:
 - a) There being sufficient monies available in appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment;
 - b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment;
 - c) A band council resolution not having been varied, amended, repealed or replaced in a manner that alters or terminates a SDNA Nation's authority to comply with and be bound by the terms of this Agreement; and
 - d) The SDNA Society maintaining good standing and status as a duly incorporated society under the *Society Act*.

12. CONDITIONS PRECEDENT TO AGREEMENT

- 12.1 **Band Council Resolutions.** Prior to the execution of this Agreement, each of the SDNA Nations will deliver to the Province a true or certified copy of a band council resolution approving the terms of this Agreement, authorizing its representative to sign and enter into this Agreement, and authorizing the SDNA to act on behalf of the SDNA Nations for the purposes of this Agreement.
- 12.2 The Province's execution of this Agreement is subject to:

- a) The Province having obtained all required approvals, including Cabinet and Treasury Board approval; and
- b) The SDNA and SDNA Nations' representations and warranties under this Agreement being true and correct on the Effective Date.

13. OTHER PROCESSES

- 13.1 The Parties agree that this Agreement will be implemented in a manner consistent with section 35 of the *Constitution Act, 1982* and the Province's ongoing duty to consult with and, where appropriate, accommodate potential adverse impacts on asserted Aboriginal rights and title of Non-Participatory First Nations.
- 13.2 The Parties may agree to participate in regional processes outside of this Agreement.

14. REPRESENTATIONS AND WARRANTIES

- 14.1 **SDNA Nations Representations.** Each SDNA Nation represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:
 - a) It is a "band" within the meaning of the *Indian Act* and has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of its members;
 - b) It has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of its members;
 - c) Any representation to the Province by the SDNA that it is authorized to act on behalf of a SDNA Nation in respect of a proposed activity is binding upon it and its members to the same extent as if the SDNA Nation had made the representation itself; and
 - d) This Agreement has been legally and properly executed by or on its behalf and is legally binding and enforceable in accordance with its terms.
- 14.2 **SDNA Representations.** Where the SDNA Nations are represented by the SDNA, the SDNA represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:
 - a) It is a duly incorporated society under the *Society Act*, and that it is in good standing;

- b) It has the legal power, capacity and authority to enter into this Agreement for and on behalf of itself and the SDNA Nations and to engage in the structures and processes under this Agreement on behalf of the SDNA Nations; and
 - c) This Agreement is a valid and binding obligation upon it.
- 14.3 **Provincial Representations.** The Province represents and warrants to the SDNA Nations, with the intent and understanding that they will be relied on by the SDNA Nations in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of the Province.

15. DISPUTE RESOLUTION

- 15.1 The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and that they will endeavor to resolve such differences in a manner that fosters an improved ongoing and respectful government-to-government relationship.
- 15.2 Where a Dispute arises regarding the implementation or interpretation of this Agreement, the Parties will follow the Dispute Resolution Process set out in Section 15.3.
- 15.3 The Parties agree to the following Dispute Resolution Process:
- a) Either Party submits a Notice of Dispute to the Alliance Reconciliation Table.
 - b) Where a Notice of a Dispute has been received by the Alliance Reconciliation Table, the Alliance Reconciliation Table will meet within thirty (30) days to attempt to resolve the Dispute.
 - c) The Alliance Reconciliation Table may bring in additional resources to assist with achieving consensus in resolving the Dispute.
 - d) Where the Parties are unable to resolve a Dispute under Section 15.3(b) within sixty (60) days, the Parties may agree to utilize other dispute resolution mechanisms, including mediation or arbitration.
 - e) In the case of an emergency situation, the Parties will agree on an expedited dispute resolution process.
- 15.4 Where disagreements arise in the course of work conducted through the Reconciliation Forums, best efforts will be made to resolve the issue through the issues resolution process identified in the Terms of Reference.

- 15.5 The Parties will each bear their own costs associated with the Dispute Resolution Process outlined under 15.3.

16. INFORMATION SHARING AND CONFIDENTIALITY

- 16.1 **Information Sharing.** The Parties will support engagement and consultation under this Agreement by making best efforts to share relevant information and knowledge and will, at the time of disclosure:
- a) Assist the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and
 - b) Make all reasonable efforts to maintain the confidentiality of the information provided by the other Party, including Confidential Information, and prevent its disclosure to the public.
- 16.2 **Freedom of Information.** If the Province receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose the information received from SDNA or the SDNA Nations, the Province will provide SDNA with notice of the request and the opportunity to express any views regarding the disclosure.
- 16.3 Section 16.2 does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites.
- 16.4 The Parties acknowledge that the disclosure of Confidential Information may be restricted or required under provincial law or subject to additional conditions on disclosure.

17. TERM AND TERMINATION

- 17.1 **Term.** The term of this Agreement will be three (3) years commencing on the Effective Date, unless it is extended under Section 17.2 or terminated under Section 17.4.
- 17.2 **Extension of Term.** At least eight (8) months prior to the third anniversary of the Effective Date, the Parties will evaluate the effectiveness of this Agreement and will, at least six (6) months prior to its end, decide whether to extend the term.
- 17.3 **Terms of the Extension.** Where the Parties agree to extend the term of the Agreement, they will negotiate and attempt to reach agreement on the terms of the extension, including terms relating to the provision of funds to support the implementation the Agreement extension.

17.4 Termination. Notwithstanding Section 17.1, this Agreement may be terminated in writing:

- a) By either Party on ninety (90) days notice or on a date mutually agreed on by the Parties; and
- b) By the Province on thirty (30) days notice if any representation or warranty made by SDNA or the SDNA Nations under 14.1 or 14.2 is untrue or incorrect and such representation or warranty is not made true or corrected within the notice period.

17.6 Resolution of Termination. In recognition of the enduring value of a government-to-government relationship between the Parties, the Parties will:

- a) On notice of termination, provide the other Parties with the reasons for termination; and
- b) Within the period prior to the termination of this Agreement taking effect, pursue the opportunities presented by this Agreement, including the Dispute Resolution Process under 15.3, to resolve the basis for termination.

17.7 Effect of Termination. Where this Agreement is terminated under Section 17.4:

- a) The SDNA or the SDNA Nations, as the case may be, where they have received funding from the Province to implement this Agreement, will remit any unspent funds to the Province or the pro-rated amount of funding provided for the remainder of the agreement year, whichever is greater, within thirty (30) days of the termination of this Agreement; and
- b) Section 16 of this Agreement survives the termination of this Agreement.

18. NOTICE AND DELIVERY

18.1 Notices. Any notice, document, statement or report under this Agreement must be in writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, e-mail or facsimile copier, when received as follows:

if to the Province:

Ministry of Indigenous Relations and Reconciliation
302-640 Borland Street
Williams Lake, BC V2G 4A2
Fax: 250-398-4417
Email: Alexandra.Banford@gov.bc.ca

if to the SDNA and SDNA Nations:

Southern Dakelh Nation Alliance
59 First Avenue South
Williams Lake, BC V2G 1H4
Fax: 250-398-6329
Email: manager@carrierchilcotin.org

Lhoosk'uz Dené Nation
101-231 Anderson Drive
Quesnel, BC V2J 3K4
Fax: 250-992-3291
Email: admin@lhooskuz.com

Lhtako Dené Nation
1515 Arbutus Road
Quesnel, BC V2J 5H8
Fax: 250-747-1341
Email: reception@lhtako.ca

Nazko First Nation
405 Barlow Avenue
Quesnel, BC V2J 2C3
Fax: 250-992-7982
Email: reception@nazkoband.ca

Ulkatcho Nation
2913 Chilcotin Loop
PO Box 3430
Nimpo Lake, BC VoL 1R0
Fax: 250-742-3411
Email: info@ulkatcho.ca

18.2 Change of Address. A Party may, from time to time, give written or e-mail notice to other Parties of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

18.3 Electronic Notice. The Parties agree that they will utilize electronic and other methods of communication whenever practicable and appropriate.

19. GENERAL PROVISIONS

19.1 Not a Treaty. This Agreement does not:

- a) Constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* (Canada); or
- b) Affirm, abrogate, establish or derogate from any SDNA Rights and Title.

19.2 Acknowledgement. The Parties acknowledge and enter into this Agreement on the basis of the recognition of SDNA Rights and Title within the SDNA Territory but that the specific nature, scope and geographic extent of those rights have yet to be determined. The Parties intend that broader processes negotiated under this Agreement will encourage reconciliation and can lead towards a common

understanding of the nature, scope and geographic extent of SDNA Rights and Title.

19.3 No Admissions. Nothing in this Agreement:

- a) Prevents the SDNA, the Southern Dakelh Nation or one or more of the SDNA Nations from initiating or proceeding with a claim seeking a court declaration or finding about any asserted or determined SDNA Rights and Title recognized and affirmed by section 35 of the *Constitution Act, 1982*;
- b) Is an admission by the Province of the validity of the claims by the SDNA, the Southern Dakelh Nation, or one or more of the SDNA Nations to an Aboriginal or treaty right, recognized and affirmed by section 35 of the *Constitution Act, 1982*, or that the Province has infringed any Aboriginal or treaty right recognized and affirmed by section 35 of the *Constitution Act, 1982*, of the SDNA, the Southern Dakelh Nation, or one or more of the SDNA Nations;
- c) Is an acknowledgement of any obligation to provide any financial, economic or other compensation, including those in this Agreement, as part of the Province's obligation to consult and, as appropriate, accommodate; or
- d) In any way limits the position the Parties may take in any negotiations or in any discussions or negotiations between the Parties, except as expressly contemplated in this Agreement;

19.4 No Fettering. Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or fetter the discretion given to any decision-making authority.

19.5 Further Mandates Required. The Parties acknowledge and agree that new or additional mandates and approvals may be required with respect to Priority Topics and other matters contemplated by this Agreement.

19.6 Entire Agreement. This Agreement, the Appendices, and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.

19.7 Amendment. This Agreement may be amended by agreement of the Parties in writing.

19.8 Interpretation. For purposes of this Agreement:

- a) "including" means "including, but not limited to" and "includes" means "includes, but not limited to";

- b) The recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c) A reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- d) Words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires;
- e) In the calculation of time under this Agreement, all references to “days” are to business days from Monday to Friday (except statutory holidays in British Columbia), except that if the time for doing an act falls or expires on a day that is not a business day, the time is extended to the next business day;
- f) Any reference to a corporate entity includes any predecessor or successor to such entity;
- g) There will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

19.9 Validity of Agreement. If any part of this Agreement is void or unenforceable at law:

- a) The invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b) The Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

19.10 Further Acts and Assurances. Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

19.11 No Implied Waiver. Any waiver of:


- a) a provision of this Agreement;
- b) the performance by a Party of an obligation under this Agreement; or
- c) a default by a Party of an obligation under this Agreement;


will be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

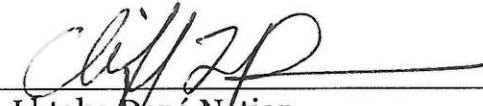
- 19.12 **Assignment.** The SDNA or the SDNA Nations will not assign, either directly or indirectly, this Agreement or any right of the SDNA Nations under this Agreement without the prior written consent of the Province.
- 19.13 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia and the Constitution of Canada.
- 19.14 **Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 19.15 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy, facsimile or copy generated by electronic means) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

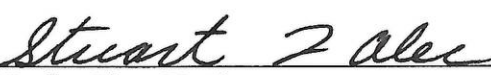
IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

**Signed on behalf of the Southern
Dakelh Nation Alliance by**

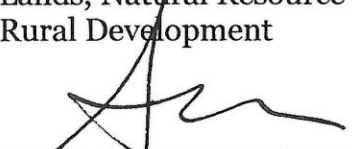

Lhoosk'uz Dene Nation

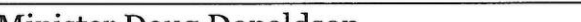

Ulkatcho Nation


Lhtako Dené Nation

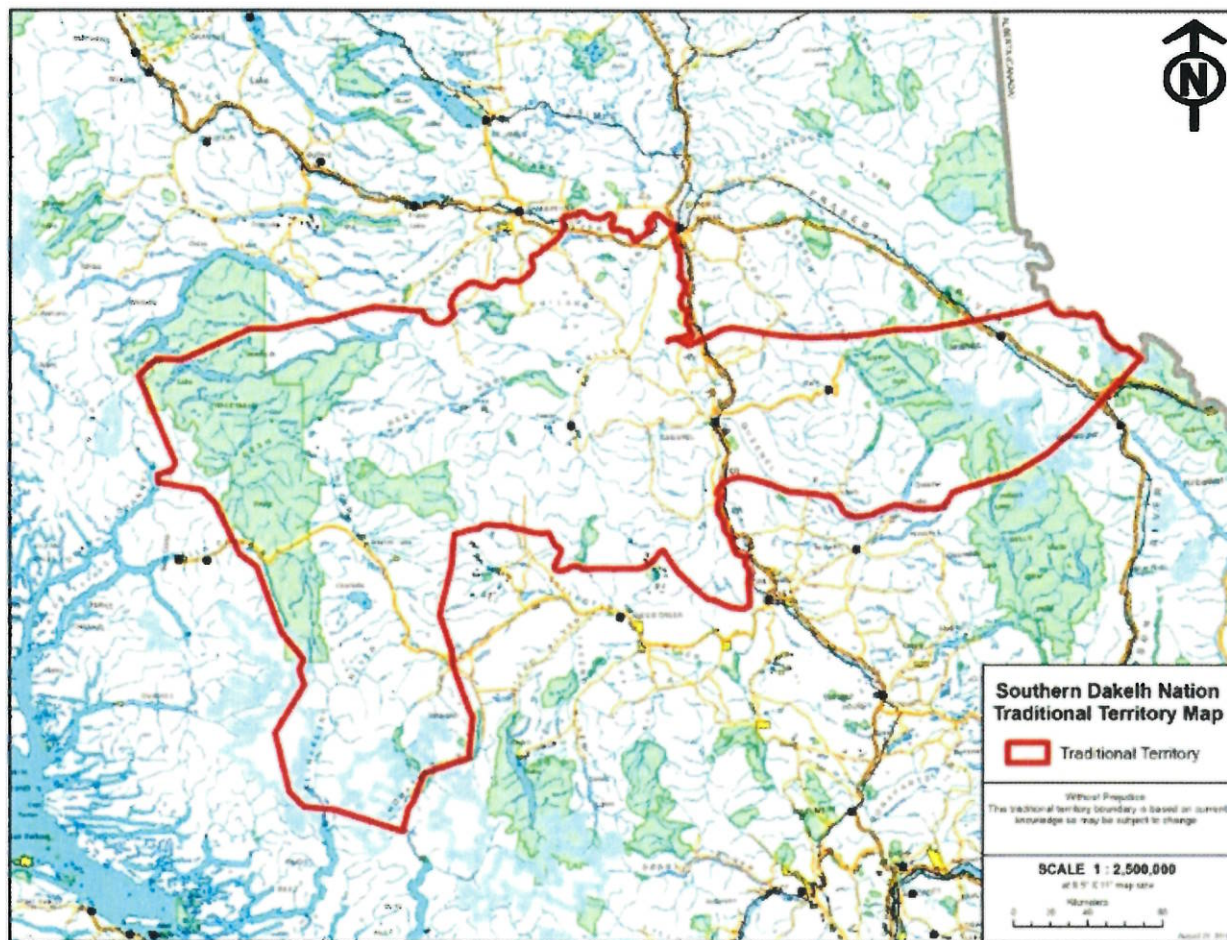

Nazko First Nation

**Signed on behalf of Her Majesty the
Queen In Right of the Province of
British Columbia by** as represented by
the Minister of Indigenous Relations and
Reconciliation and Minister of Forests,
Lands, Natural Resource Operations and
Rural Development


Minister Scott Fraser


Minister Doug Donaldson

Appendix A: Map of SDNA Territory



Appendix B: Implementation Funding

- 1.1 **Implementation Funding.** For the initial three (3) year period of this Agreement, the Province will provide the SDNA with the following:
 - a) Funding of \$600,000 within sixty (60) days of the Effective Date; and
 - b) Funding of \$600,000 within thirty (30) days of the first and second anniversaries of the Effective Date.
- 1.2 **Additional Funding.** In addition to funding described in Section 1.1, the Province agrees to provide SDNA with up to \$1,000,000 per year for the term of the Agreement to support the implementation of initiatives stemming from the Reconciliation Forums in Section 4.4. Annually, funding will be confirmed based on development of a jointly endorsed work plan.
- 1.3 The SDNA and SDNA Nations will use the funds described under Section 1.1 of this Appendix as core funding to implement this Agreement.
- 1.4 **Reporting.** The funding described in Section 1.1(b) of Appendix B will be released upon submission of the annual summary report under Section 10.1 of this Agreement.
- 1.5 Nothing in this Agreement precludes SDNA or the SDNA Nations from:
 - a) Accessing funding that may be available through other Provincial Agencies, a non-governmental body or another level of government;
 - b) Working with the Province to identify additional funding to support the priorities of the Alliance Reconciliation Table and implementation of joint projects; or
 - c) Negotiating revenue-sharing agreements with proponents.
- 1.6 The Parties will, where appropriate, seek alternate sources of funding to support implementation of the Agreement and to advance specific initiatives identified pursuant to the Agreement.