

**Gwawaenuk Tribe  
Interim Agreement on Forest & Range Opportunities  
(the "Agreement")**

**Between:  
The Gwawaenuk Tribe**

As represented by  
Chief Charlie Williams  
(the "Gwawaenuk Tribe")

**And**

**Her Majesty the Queen in Right of the Province of British Columbia**  
As represented by the Minister of Forests and Range  
("British Columbia")

(collectively the "Parties")

**WHEREAS:**

- A. British Columbia and First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and Union of BC Indian Chiefs ("Leadership Council") have entered into a New Relationship in which they are committed to reconciliation of Aboriginal and Crown titles and jurisdiction, and have agreed to implement a government-to-government relationship based on respect, recognition and accommodation of Aboriginal title and rights.
- B. This Agreement is in the spirit and vision of the "New Relationship".
- C. Work is underway regarding the implementation of the New Relationship and that this Agreement may need to be amended in the future to reflect the outcomes of that work.
- D. The Gwawaenuk Tribe has a relationship to the land that is important to its culture and the maintenance of its community, governance and economy.
- E. The Gwawaenuk Tribe has Aboriginal Interests within its Traditional Territory.

- F. The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development within the Traditional Territory.
- G. References in this Agreement to Crown Lands are without prejudice to the Gwawaenuk Tribe's Aboriginal title and/or rights claims over those lands.
- H. British Columbia intends to consult and to seek an Interim Accommodation with the Gwawaenuk Tribe on forest and/or range resource development activities proposed within the Gwawaenuk Tribe Traditional Territory that may lead to the infringement of the Gwawaenuk Tribe's Aboriginal Interests.
- I. The Gwawaenuk Tribe intends to participate in any consultation with British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within the Gwawaenuk Tribe's Traditional Territory that may lead to an infringement of the Gwawaenuk Tribe's Aboriginal Interests.
- J. British Columbia and the Gwawaenuk Tribe wish to resolve issues relating to forest and/or range resource development where possible through negotiation as opposed to litigation.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

For the purposes of this Agreement, the following definitions apply:

- 1.1 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has potential effect in the Gwawaenuk Tribe's Traditional Territory.
- 1.2 "Operational Plan" means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in the Gwawaenuk Tribe's Traditional Territory.
- 1.3 "Aboriginal Interests" means aboriginal rights and/or aboriginal title.
- 1.4 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation.

- The making, varying, or postponing of Allowable Annual Cut determinations (AAC) for a Timber Supply Area or a Forest Tenure
- The issuance, consolidation, subdivision, amendment or boundary adjustment of a Forest Tenure or a Range Tenure;
- The adjustment of Animal Unit Months in a Range Tenure;
- The extension of the term of, or replacement of a Forest and/or Range Tenure;
- The disposition of volumes of timber arising from undercut decisions on a Forest Tenure;
- The conversion of a Forest Tenure to a different form of Forest Tenure;
- The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*;
- The issuance of a Special Use Permit;
- The decision regarding approval or extension of a Tree Farm Licence Management Plan, Community Forest Management Plan and/or Woodlot Licence Management Plan;
- The deletion or addition of provincial forest;
- The transfer of AAC between Timber Supply Areas;
- The removal of private land from a Woodlot Licence or a Tree Farm Licence; and
- The establishment of an interpretive forest site, recreation site, and recreation trail.

- 1.5 “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.6 “Range Tenure” means an agreement granting rights over Crown range as defined in the *Range Act*.
- 1.7 “Traditional Territory” means the Gwawaenuk Tribe’s Asserted Traditional Territory as shown on bold black on the map attached in Appendix A.
- 1.8 “Licensee” means a holder of a Forest Tenure or a Range Tenure.
- 1.9 “Interim Accommodation” means an accommodation provided in this Agreement, of the potential infringements of the economic component of the Gwawaenuk Tribe’s Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these Interests. The revenue component reflects the present budget limitations of the Minister of Forests and Range. It is acknowledged that other accommodations, including economic accommodations, may be jointly developed by the Parties during the term of this Agreement.

## 2.0 Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1 Create viable economic opportunities and to assist in the improvement of social conditions of the Gwawaenuk Tribe through economic diversification.
- 2.2 Provide interim payment and other economic benefits to the Gwawaenuk Tribe through a forest tenure opportunity and/or economic benefits related to forestry received by British Columbia from forest resource development.
- 2.3 Address consultation and provide Interim Accommodation, as set out in this Agreement.
- 2.4 Provide a period of stability to forest and/or range resource development on Crown lands within the Traditional Territory of the Gwawaenuk Tribe during the term of this Agreement, while longer term interests are addressed through other agreements or processes.

## 3.0 Economic Benefits to the Gwawaenuk Tribe

During the term of this Agreement, British Columbia will provide one or more of the following economic benefits to the Gwawaenuk Tribe:

### 3.1 Forest Tenure

- 3.1.1 For the purposes of the provisions of section 3.1, Licence includes a non-replaceable Forest Licence, a Forestry Licence to Cut, or other forms of agreement as agreed to by the Parties.
- 3.1.2 After the execution of this Agreement, the Minister will invite the Gwawaenuk Tribe, or such legal entity as the Gwawaenuk Tribe has appointed as its representative to hold the licence, to apply under the *Forest Act* for a Forest Tenure (the "Licence") on a non-competitive basis for up to 6,000 cubic meters annually in the Kingcome Timber Supply Area.

- 3.1.3 In the event that the Parties have not agreed upon operating areas as of the date of signing of this Agreement, the Parties will strive to ensure that the assigned operating area for the Licence in the Kingcome Timber Supply Area has at least a representative timber profile and logging chance relative to other licensees and BC Timber Sales, taking into account the quality of timber, access and commercial viability. Prior to the Gwawaenuk Tribe making an application for the Licence, the Parties will work together to identify the location of an operating area for the Licence, which to the extent that it is operationally feasible will be within the Traditional Territory.
- 3.1.4 A licence entered into as a result of an invitation under section 3.1 will be for a term of 5 years.
- 3.1.5 For greater certainty, the maximum volume that may be available under the Licence referred to in Section 3.1 will be up to 30,000 cubic meters over 5 (five) years.
- 3.1.6 If the licence remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be Interim Accommodation until the Licence expires. or is terminated.
- 3.1.7 The Minister may invite the Gwawaenuk Tribe to apply for a subsequent Licence under the *Forest Act* for a term that would commence after the expiry of this Agreement.

## 3.2 Interim Payment

- 3.2.1 During the term of this Agreement, British Columbia will make an interim payment to the Gwawaenuk Tribe of approximately \$17,500 annually.
- 3.2.2 The funding commitment set out in section 3.2.1 is subject to the availability of annual appropriations for that purpose by British Columbia.
- 3.2.3 For the purposes of determining amounts for partial years, one-fourth (i.e.  $\frac{1}{4}$ ) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.

3.2.4 Upon signing of this Agreement, the Ministry of Forests and Range has agreed to pay Gwawaenuk Tribe a payment of \$17,500 as payment in advance for the first year of this agreement. Subsequent payments will be made on a quarterly basis at the end of the first quarter following the first year of the agreement..

3.2.5 In the circumstances that the Gwawaenuk Tribe provides notice under section 6.3 to terminate the Agreement, and the termination date is prior to the first anniversary of this Agreement, the Gwawaenuk Tribe agrees to reimburse the Government of British Columbia an amount equivalent to the total of the payment they have received under section 3.2.4 minus the amount calculated under section 3.2.6 for the period of time between date of signing and the date that the Agreement is terminated.

3.2.6 For the purposes of determining the amount that the Gwawaenuk Tribe will reimburse to the Government of British Columbia under section 3.2.5, the amount will be determined by calculating the number of days between the date of signing and the termination date, determining the percentage of the fiscal year that those days represent, converting that percentage into a dollar amount and deducting that dollar amount from the payment received by the Gwawaenuk Tribe under 3.2.4.

3.2.7 British Columbia will not seek to direct or influence the expenditure of the funds provided to the First Nation.

#### 4.0 Consultation and Accommodation Regarding Operational and Administrative Decisions and Plans

4.1 The Gwawaenuk Tribe is entitled to full consultation with respect to all potential infringements of their Aboriginal Interests arising from any Operational or Administrative Decisions or Plans affecting the Gwawaenuk Tribe's Aboriginal Interests, regardless of benefits provided under this Agreement.

4.2 During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adherence by British Columbia, the Gwawaenuk Tribe agrees that British Columbia will

have provided an Interim Accommodation with respect to the economic component of potential infringements of the Gwawaenuk Tribe's Aboriginal Interests as an interim measure as a result of forest activities occurring within the Traditional Territory.

- 4.3 The interim payment set out in this Agreement reflects an amount that British Columbia, through the Minister of Forests and Range is able to pay as an interim measure, which the Gwawaenuk Tribe has agreed to accept.
- 4.4 The Province acknowledges that the timber opportunities and funding provided through this Agreement are an interim accommodation only and that broader processes are underway that will assist in determining the appropriate accommodation in respect of impacts on the Gwawaenuk Tribe's Aboriginal Interests as a result of forest activities occurring within the Traditional Territory.
- 4.5 Nothing in this Agreement restricts the ability of Gwawaenuk Tribe to seek additional accommodation for impacts on its Aboriginal Interests from forest resource development within the Traditional Territory.
- 4.6 The Parties agree to develop consultation processes to address both Operational and Administrative Decisions and Operational Plans, which may affect the Gwawaenuk Tribe's Aboriginal Interests within the Traditional Territory.
- 4.7 In developing such consultation processes, the Parties further agree to address consultation on Administrative Decisions, Operational Decisions and Operational Plans through participation of the Gwawaenuk Tribe in strategic level planning and policy development processes.
- 4.8 Unless agreed to otherwise, the Parties will use every reasonable effort to agree upon a consultation process within 3 months of signing this Agreement and, in helping to achieve this, will endeavour to develop draft processes to govern consultation under this Agreement within 45 days after signing this Agreement. In the meantime and until the process is developed the Consultation process outlined in Appendix B will apply.
- 4.9 Where Gwawaenuk Tribe is a member of a larger Tribal Nation, this Agreement does not limit the obligation of British Columbia to fulfil its consultation obligations with the Tribal Nation.

## 5.0 Dispute Resolution

- 5.1 If a dispute arises between British Columbia and the Gwawaenuk Tribe regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 5.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Gwawaenuk Tribe.
- 5.3 If the interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to resolve that dispute within 60 days, or such period as agreed upon, or the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

## 6.0 Term and Termination

- 6.1 The term of this Agreement is 5 years.
- 6.2 This Agreement will take effect on the date on which the last Party has executed it.
- 6.3 This Agreement will terminate on the occurrence of the earliest of any of the following events: expiry of its term; 90 days notice; or mutual agreement of the parties.
- 6.4 Neither Party shall terminate this Agreement on the grounds that the other Party has challenged an Administrative or Operational Decision by way of legal proceedings.
- 6.5 Prior to the expiry of the 90 days when 90 day notice of termination has been given under Section 6.3, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

## 7.0 Renewal of the Agreement

- 7.1 Prior to the expiry of the term of this Agreement, if the terms and conditions of this Agreement are being met, British Columbia and the Gwawaenuk Tribe will seek the necessary authorities and

approvals to enter into negotiations to renew this Agreement, or to conclude a new forestry agreement, consistent with the New Relationship.

- 7.2 Any subsequent forestry agreement between British Columbia and the Gwawaenuk Tribe may provide for an opportunity to acquire a licence, other forest tenures, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.

## 8.0 Amendment of Agreement

- 8.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 8.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.
- 8.3 The Parties agree that new approaches for consultation and accommodation, including benefit and revenue sharing, will be developed as a priority under the New Relationship by British Columbia and the Leadership Council. The Gwawaenuk Tribe may choose to opt into such approaches as they become available, through amendment of this Agreement or other mutually agreeable methods.

## 9.0 Entire Agreement

- 9.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

## 10.0 Notice

- 10.1 Any 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.
- 10.2 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 received after 4:00 p.m., it will be deemed to have been received on the next business day.

- 10.3 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 and Range  
P.O. Box 9525 STN PROV GOVT  
Victoria B.C. V8W 9C3  
Telephone (250) 356-5012  
Facsimile (250) 953-3687

**Gwawaenuk Tribe**

Chief Charlie Williams  
Gwawaenuk Tribe  
Box 344,  
Port McNeill, BC  
V0N 2R0

Telephone/Fax: 250 949 8732

11.0 Miscellaneous

- 11.1 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
- 11.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 11.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 11.4 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 11.5 The Province acknowledges and enters into this Agreement on the basis that the Gwawaenuk Tribe has Aboriginal Interests within the Traditional Territory and further that the specific nature, scope or

geographic extent of Aboriginal Interests of the Gwawaenuk Tribe have not yet been determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Gwawaenuk Tribe.

- 11.6 Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement, even if that infringement is caused by a decision that was made during the term of this Agreement.
- 11.7 This Agreement does not address or affect any claims by the Gwawaenuk Tribe regarding infringement of its Aboriginal Interests arising from past Operational or Administrative Decisions made previous to the signing of this Agreement,
- 11.8 This Agreement and any decisions and or Licenses issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 11.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 11.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 11.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 11.12 British Columbia encourages Licensees to enter into mutually-beneficial arrangements with the Gwawaenuk Tribe.
- 11.13 This Agreement is not intended to limit any obligation of forest Licensees or other third parties to the Gwawaenuk Tribe.
- 11.14 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.
- 11.15 This Agreement does not exclude the Gwawaenuk Tribe from accessing forestry economic opportunities and benefits, which may be available, other than those expressly set out in this Agreement.

## 12.0 Giving Effect to the New Relationship

12.1 Notwithstanding this agreement, the Parties will, at the request of the Gwawaenuk Tribe, enter into discussions, and may negotiate interim agreements in relation to forestry, range and related planning that give effect to the New Relationship, which may include, but are not limited to the following components:

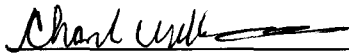
- (a) a process for shared decision making about the land and resources;
- (b) new mechanisms for land and resource protection;
- (c) a process for the Gwawaenuk Tribe's land use planning at all spatial scales and for reconciliation of Crown and the Gwawaenuk Tribe's plans;
- (d) dispute resolution processes which are mutually determined for resolving conflicts rather than adversarial approaches to resolving conflicts;
- (e) financial capacity for the Gwawaenuk Tribe and resourcing for British Columbia to develop and implement new frameworks for shared land and resource decision making and other components listed above;
- (f) on a priority basis, interim protection for landscapes, watersheds and/or sites identified by the Gwawaenuk Tribe to be reserved from resource development pending the outcome of negotiation of agreements referred to in a-e above; and
- (g) Mountain Pine Beetle infestation in Gwawaenuk Tribe's Traditional Territory

12.2 The Parties acknowledge that there are broader processes underway with respect to the New Relationship which will benefit and, at times assist, the Parties in negotiating with respect to the issues set out in section 12.1 .


Signed on behalf of:

**Gwawaenuk Tribe**

Date: July 24, 2008



Chief Charlie Williams  
(Authorised Signatory)



Witness of Gwawaenuk Tribe signatures

Signed on behalf of:

**Government of British Columbia** Date: AUG 13/08



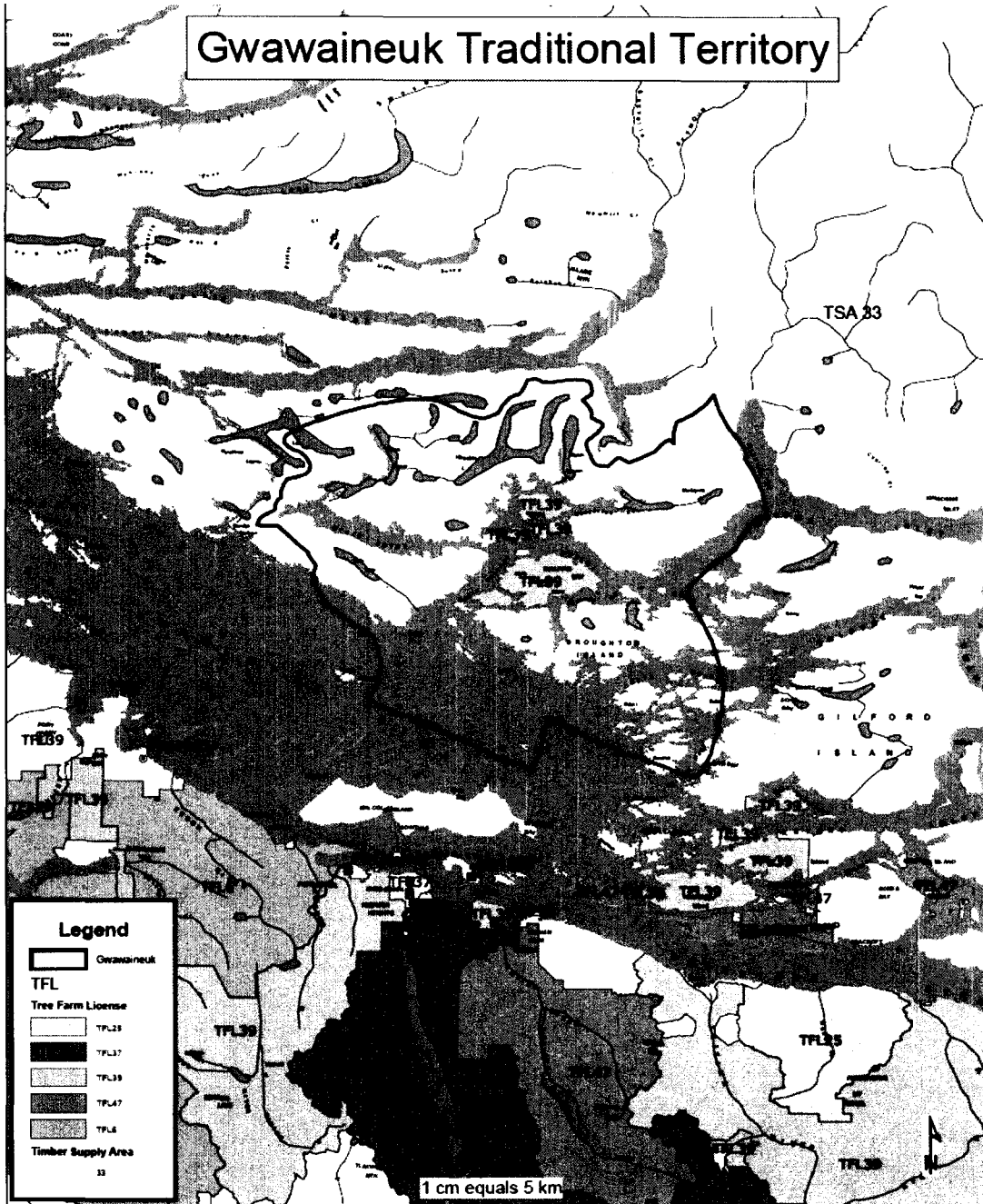
Pat Bell  
Minister of Forests and Range



Witness of Minister Signature

## APPENDIX A

### Map of Gwawaenuk Tribe Asserted Traditional Territory



## Appendix B

### **Interim Consultation Protocol between the Ministry of Forests and Range and the Gwawaenuk Tribe**

#### **1. Scope and Purpose**

- 1.1 The government of British Columbia agrees to consult with the Gwawaenuk Tribe on those Operational Decisions, Operational Plans and Administrative Decisions (Decisions) which may affect the Aboriginal Interests of the Gwawaenuk Tribe in accordance with the process set out in this consultation protocol, except for the Economic component of those interests which the parties agree are addressed to the extent set out in section 3.0 of the Forest and Range Opportunities Agreement
- 1.2 This Protocol fulfils section 4.6 of the Interim Agreement on Forest and Range Opportunities (FRO) and will apply to all Operational and Administrative Decisions made by the Ministry of Forests and Range (MFR), which may affect the Gwawaenuk Tribe's Aboriginal Interests within their Traditional Territory
- 1.3 This Protocol applies to the provincial Crown lands in the Traditional Territory as defined in the FRO, including any Administrative Decisions that would result in private lands being deleted from a Tree Farm License.

#### **2. Definitions**

- 2.1 The definitions set out in section 1 of the FRO apply where those defined terms are used in this Protocol, and for greater certainty, will continue to apply in this Protocol after the expiry or termination of the FRO unless the Parties to this Protocol otherwise agree;
- 2.2 "Response Period" means a period of up to 60 days from the initiation of the process set out in section 3.2 of this Protocol, where the initiation date is the date on which Gwawaenuk Tribe receives information regarding the proposed Administrative Decision or Timber Supply Review process, or a copy of the Operational Plan for review. Where an emergency operation arises and/or expedited salvage has to occur, MFR will communicate the nature of the emergency to the Gwawaenuk Tribe and, if required, a shortened

initial Response Period, that is consistent with The *Forest and Range Practices Act* (FRPA) emergency public review requirements.

- 2.3 A reference to the “Ministry of Forests and Range” or “MFR” in this Protocol includes, as appropriate, a reference to a Minister, Deputy Minister, Regional Executive Director, Timber Sales Manager, District Manager or any of their designates;

### **3. Consultation Process:**

#### **3.1 General**

The parties acknowledge that the scope of the duty to consult and, where appropriate, accommodate, will respect and meet the standards set out in the SCC *Haida* Decision and acknowledge that the duty exists on a spectrum and is proportionate to a preliminary assessment of the strength of the Aboriginal Interest(s) and to the seriousness of the potential effect.

- 3.1.1 Notification of initiation of consultation with appropriate information will be sent to: Chief Councillor. Any replies to MFR consultation by the Gwawaenuk Tribe will be sent to North Island-Central Coast District office unless otherwise agreed by the Parties.
- 3.1.2 During the term of the FRO, Gwawaenuk Tribe agrees to fully participate in the consultation process as set out in this consultation protocol, and thereafter as the Parties may agree.
- 3.1.3 MFR agrees that Gwawaenuk Tribe may request further information and/or meetings with MFR, the licensee or another Provincial agency with relevant information or expertise, as part of the consultation process under this protocol. Gwawaenuk Tribe agrees that, in the event it does request further information or meeting, it will make best efforts to ensure that such request does not unreasonably delay the consultation process.
- 3.1.4 MFR agrees to initiate the consultation process at the earliest practical opportunity to provide the Gwawaenuk Tribe with a reasonable opportunity to engage in the consultation process before a decision is made concerning the forestry activity;
- 3.1.5 Gwawaenuk Tribe agrees to provide a response to a notification pursuant to clause 3.1.1 within the Response Period. In that response Gwawaenuk Tribe will indicate whether it has sufficient information to provide Gwawaenuk's input regarding the subject matter of the consultation, or whether additional

information and/or meetings with MFR, other Provincial agencies and/or the licensee are required. If so the parties will agree on a further time period in which to conduct consultation.

3.1.6 Where no response is received within the Response Period, MFR may conclude that Gwawaenuk Tribe does not intend to respond or participate in the consultation process and a decision by MFR will proceed;

3.1.7 This Protocol and its processes are not intended to constrain MFR or Licensee's relationship with Gwawaenuk Tribe and other opportunities may be taken to enhance the relationship.

3.1.8 The Parties acknowledge that FDP/FSP will be consistent with approved land use plans when higher-level plan objectives have been established.

### 3.2 Information Sharing

The parties agree that information sharing constitutes the beginning of the consultation process.

#### 3.2.1 MFR or the Licensee will

3.2.1.1 Send a notification letter advising Gwawaenuk Tribe of the proposed Decision required and the relevant response period.

3.2.1.2 Provide maps and other information relevant to the proposed Decision to Gwawaenuk Tribe

3.2.1.3 Offer to meet with Gwawaenuk Tribe to discuss information regarding the proposed decision, Aboriginal Interests and cultural heritage resources, and how these interests may be affected by the proposed Decision and to discuss practical means for addressing the interests and concerns raised.

3.2.1.4 For operational plans, provide to Gwawaenuk Tribe a copy of the plan submitted to the District Manager for a Decision, a description of how the Aboriginal Interests and cultural heritage resources have been considered, and will provide an opportunity for Gwawaenuk Tribe to provide further comments.

3.2.1.5 For Administrative Decisions, meet at mutually agreed to times throughout the year to provide an opportunity for Gwawaenuk Tribe to make known to representatives of the government of British Columbia their concerns and comments relative to the effects of the Administrative Decision(s) within the Traditional Territory.

3.2.1.6 The Gwawaenuk Tribe may develop suggested information sharing practices that may be adopted by licensees when reviewing Forest Stewardship Plans with Gwawaenuk Tribe.

3.2.2 Gwawaenuk Tribe or their designate will:

3.2.2.1 Agree to participate in the consultation process initiated by MFR or the Licensee;

3.2.2.2 Be responsible for conducting their own internal review of the information provided by MFR or the Licensee as part of the information sharing as outlined in section 3.2.;

3.2.2.3 Provide information to MFR or Licensee regarding the scope and nature of Aboriginal Interests or cultural heritage resources and how these Interests or resources may be impacted by the proposed decision through written submission or meeting with MFR or as mutually agreed to under section 3.1.5.

3.3 Further Consultation and Accommodation As Appropriate

3.3.1 Where appropriate, further consultation meetings may occur to discuss First Nation issues identified in section 3.2.2.3 and potential measures to address those concerns, as appropriate

3.4 Decision

3.4.1 Where Gwawaenuk Tribe requests additional relevant information, the decision maker will make reasonable efforts to provide available information from the Licensee or through MFR, recognizing that the decision maker may not have access to certain licensee information. MFR will nonetheless encourage and recommend that the Licensee provide information that is requested by Gwawaenuk Tribe where it is practical for the Licensee to do so.

3.4.2 Decision maker will make the Decision considering all the relevant information provided by Gwawaenuk Tribe during the consultation process

3.4.2.1 For Aboriginal Interests raised during the review of Administrative Decisions that cannot be addressed at the Administrative Decision stage the decision maker will provide the Aboriginal Interest information to the appropriate decision maker for consideration in further operational decisions.

3.4.2.2 Prior to issuing a road permit, cutting permit or proposed timber sale, the decision maker will consider any existing or new information regarding Aboriginal Interests and

impacts on Aboriginal Interests that is provided by Gwawaenuk Tribe, and will ensure that consultation process has been adequate.

- 3.4.2.3 MFR will communicate the results of the decision to Gwawaenuk Tribe in writing after the decision is made.

#### **4. Term**

- 4.1 This Protocol will continue in effect between the Parties until such time as one or the other provides the other Party with 60 days notice of their intention to terminate and withdraw from this Protocol.

#### **5. Amendments**

- 5.1 Any alteration or amendment to the terms and conditions of this Protocol must be in writing and duly executed by the Parties.
- 5.2 Either Party may request the participation of the other Party to review the effectiveness of this Protocol annually and consider amendments to this Protocol.

#### **6. Dispute Resolution**

- 6.1 This Protocol will follow the same dispute resolution process outlined in section 5.0 of the FRO, which will continue in effect after the termination or expiry of the FRO, unless the Parties otherwise agree