Peters Band
Interim Agreement on Forest & Range Opportunities
(the "Agreement")

Between:
The Peters Band

As Represented by
Chief and Council
(the "Peters Band")

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 the 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 Peters Band has a relationship to the land that is important to its culture and the maintenance of its community, governance and economy.

E. The Peters Band 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 Peters Band's Aboriginal title and/or rights claims over those lands.

H. British Columbia intends to consult and to seek an Interim Accommodation with the Peters Band on forest and/or range resource development activities proposed within the Peters Band's Traditional Territory that may lead to an infringement of the Peters Band's Aboriginal Interests.

I. The Peters Band 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 Peters Band's Traditional Territory that may lead to an infringement of the Peters Band's Aboriginal Interests.

J. British Columbia and the Peters Band 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 Peters Band'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 Peters Band'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 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 Peters Band'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 Peters Band'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 Peters Band through economic diversification.

2.2. Provide interim payment and other economic benefits to the Peters Band 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 Peters Band during the term of this Agreement, while longer term interests are addressed through other agreements or processes.

3.0 Economic Benefits to the Peters Band

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

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, and if applicable, once volume becomes available through the timber reallocation process, the Minister will invite the Peters Band, or such legal entity as the Peters Band has appointed as its representative to hold the licence, to apply under the *Forest Act* for a Non-Replaceable Forest Licence (the "Licence") on a non-competitive basis for up to 3,549 cubic meters annually in the Fraser Timber Supply Area(s).

3.1.3 For greater certainty, the maximum volume that may be available under the Licence referred to in Section 3.1 will be up to 17,745 cubic meters over 5 (five) years.

3.1.4 The Parties will strive to ensure that the assigned operating area for the Licence in the Fraser Timber Supply Area has 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 Peters Band 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.

3.1.5 Licence entered into as a result of an invitation under section 3.1 will be for a term of 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 Peters Band 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 Peters Band of approximately $ 59,145 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. ¼) 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 Peters Band will be paid the full revenues for the quarter in which the Agreement is signed (e.g. if this Agreement is signed at the end of the quarter, the First Nation. would receive payment for that entire quarter), with subsequent payments being made at the end of each quarter.

3.2.5 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 Peters Band 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 Peters Band'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 Peters Band agrees that British Columbia will have provided an Interim Accommodation with respect to the economic component of potential infringements of the Peters Band's Aboriginal Interests as an interim measure as a result of forest and range activities occurring within their 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 Peters Band 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 Peters Band's Aboriginal Interests as a result of forest and range activities occurring within their Traditional Territory.

4.5. Nothing in this Agreement restricts the ability of Peters Band to seek additional accommodation for impacts on its Aboriginal Interests from forest resources development within its Traditional Territory.

4.6. The Parties have developed an interim consultation protocol to address both Operational and Administrative Decisions and Operational Plans, which may affect the Peters Band's Aboriginal Interests within their Traditional Territory. That protocol is set out in Appendix B of this Agreement.

4.7. The Parties further agree to address consultation on Administration Decisions, Operational Decisions and Operational Plans through participation of the Peters Band in strategic level planning and policy development processes.

4.8. Where the Peters Band is a member of a larger Tribal Nation, this Agreement does not limit the obligation of British Columbia to fulfill its consultation obligations with the Tribal Nation.

5.0 Dispute Resolution

5.1. If a dispute arises between British Columbia and the Peters Band 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 Peters Band.

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 (five) 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 Peters Band 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 Peters Band 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 Peters Band 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 constitutes 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

Peters Band
Chief & Council
Peters Band
R.R. 2
16870 Peters Road
Hope, BC VOX IL2
Telephone: (604) 794-7059
Facsimile: (604) 794-7885

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 Peters Band has Aboriginal Interests within their Traditional Territory and further that the specific nature, scope or geographic extent of Aboriginal Interests of the Peters Band 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 Peters Band.

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 Peters Band 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 Peters Band.

11.13. This Agreement is not intended to limit any obligation of forest Licensees or other third parties to the Peters Band.

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 Peters Band 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 Peters Band, 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 Peters Band's land use planning at all spatial scales and for reconciliation of Crown and the Peters Band'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 Peters Band 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 Peters Band to be reserved from resource development pending the outcome of negotiation of agreements referred to in a-e above..

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:

Peters Band Date: _____

ORIGINAL SIGNED BY

Chief Norma Webb

ORIGINAL SIGNED BY

Councillor Victoria Peters

ORIGINAL SIGNED BY

Councillor Clifford Peters

ORIGINAL SIGNED BY

Witness of Peters Band signatures

Signed on behalf of:

Government of British Columbia Date: _____

Rich Coleman
Minister of Forests and Range

Witness of Minister signature

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:

Peters Band Date: March 28, 2008

ORIGINAL SIGNED BY
Chief Norma Webb

ORIGINAL SIGNED BY
Councillor Victoria Peters

ORIGINAL SIGNED BY
Councillor Clifford Peters

ORIGINAL SIGNED BY
Witness of Peters Band signatures

Signed on behalf of:

Government of British Columbia Date: APR 28 2008

Rich Coleman
Minister of Forests and Range

Witness of Minister signature

APPENDIX A
Map of Peters Band's Asserted Traditional Territory

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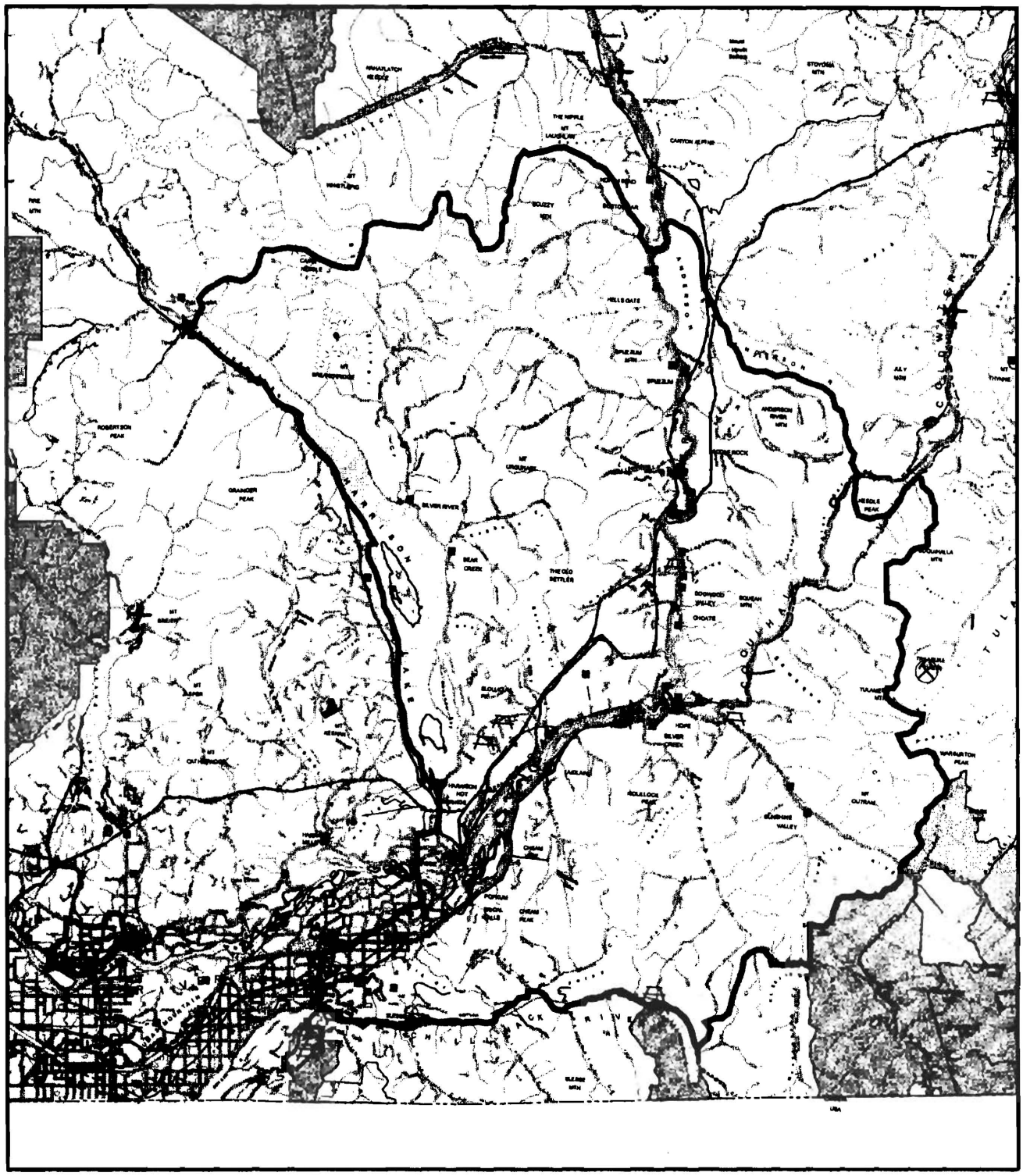
Peters Band Traditional Territory - Appendix A



Legend

Peters Band

Produced By: Chilliwack Forest District
Date: March 31, 2008
Projection: Albers
Datum: NAD 83
Scale: 1:575,000

Appendix B

Interim Consultation Protocol between the Ministry of Forests and Range and the Peters Band

1. Scope and Purpose

1.1 The government of British Columbia agrees to consult with the Peters Band on those Operational Decisions, Operational Plans and Administrative Decisions or any of those plans or decisions, which may infringe the Aboriginal Interests of the Peters Band 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 by the economic accommodation provided in section 4.4 of this Interim Agreement on Forest and Range Opportunities ("the Agreement").

1.2 This protocol fulfills section 4.6 of the Agreement and will apply to all Operational and Administrative Decisions made by the Ministry of Forests and Range (MFR) which may affect the Peters Band's Aboriginal Interests within their Asserted Traditional Territory

1.3 This protocol applies to the provincial Crown lands in the Peters Band's Asserted Traditional Territory as defined in the Agreement.

1.4 The objectives of consultation are:

1.4.1 To encourage to the greatest extent possible, sustainable forest management practices that incorporate the Aboriginal Interests of the Peters Band;
1.4.2 To provide an opportunity for the Peters Band to provide the scope and nature of their Aboriginal Interests and how these Interests may be affected by forest management/decisions in their Asserted Traditional Territory;
1.4.3 To identify cultural heritage resources;
1.4.4 To assist the Government of British Columbia in meeting consultation obligations with the Peters Band;
1.4.5 Where appropriate, provide options for accommodation to the decision maker for consideration; and
1.4.6 To enhance the communication between parties.

2. Definitions

2.1 The definitions set out in section 1 of the Agreement 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 Agreement 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 the Peters Band 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, the Response Period will be shortened accordingly, but will not be less than the time period for advertising Operational Plans for those operations;

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, as described in the Supreme Court of Canada decision in *Haida*, 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 the anticipated decision may have on the Aboriginal Interest(s). This spectrum will vary from a duty to provide notice, disclose information, and discuss issues in response to the notice, to deep consultation aimed at finding a satisfactory interim solution.

3.1.1 Notification of initiation of consultation with appropriate information will be sent to: Chief and council of the Peters Band. Any replies to MFR consultation by the Peters Band will be sent to the MFR representative who initiated the consultation. (i.e. District Manager, Regional Exceutive Director, BC timber Sales Manager etc.) unless otherwise agreed by the Parties.

3.1.2 During the term of the Agreement, the Peters Band 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 During the term of this agreement, the Peters Band agrees that the Government of British Columbia has fulfilled its duties to consult as set out in this consultation protocol.

3.1.4 MFR agrees to initiate the consultation process at the earliest practical opportunity to provide the Peters Band with a reasonable opportunity to engage in the consultation process before a decision is made concerning the forestry activity;

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

3.1.6 This protocol and its processes are not intended to constrain MFR or Licensee's relationship with the Peters Band and other opportunities may be taken to enhance the relationship.

3.1.7 The Parties acknowledge that Forest Development Plans and Forest Stewardship Plans 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 the Peters Band 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 the Peters Band

3.2.1.3 Offer to meet with the Peters Band 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 the Peters Band 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 the Peters Band to provide further comments.

3.2.1.5 For Administrative Decisions, meet at mutually agreed times throughout the year to provide an opportunity for Peters Band 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.

3.2.1.5 The Peters Band may develop suggested information sharing practices that may be adopted by Licensees when reviewing Forest Stewardship Plans with the Peters Band

3.2.1 The Peters Band 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 specific Aboriginal Interests or cultural heritage resources and how these Interests or resources may be impacted by the proposed decision through written submission or meeting within the Response Period;

3.3 Further Consultation and Accommodation As Appropriate

3.3.1 Where required, further consultation meetings may occur to discuss First Nation issues identified in section 3.2.2.3 and potential measures to address those concerns. The parties agree that any economic component of aboriginal interests have been addressed in the interim by the economic benefits provided for under Section 3.0 of the Agreement.

3.4 Decision

3.4.1 Where the Peters Band requests additional relevant site specific information, the decision maker will make reasonable efforts to provide available relevant information from the Licensee or through MFR. The decision maker may not have access to certain Licensee information.

3.4.2 Decision maker will make the decision considering all the relevant information provided by the Peters Band 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 the Peters Band, and will ensure that consultation process has been adequate.

3.4.2.3 MFR will communicate will communicate the results of the decision to the Peters Band 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.

4.2 Upon expiry of the Agreement, this protocol will continue unless terminated upon request of either of the Parties, pursuant to section 4.1 of 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.

5.3 The Parties agree that new approaches for consultation and accommodation will be developed as a priority under the New Relationship by British Columbia and the Leadership Council. The Peters Band may choose to opt into such approaches as they become available, through amendment of this protocol or other mutually agreeable methods.

6. Dispute Resolution

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