

WUIKINUXV AGREEMENT IN PRINCIPLE AND APPENDICES

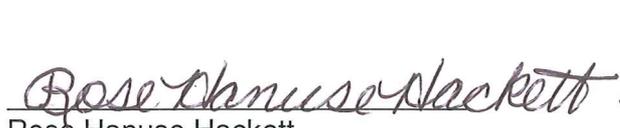


Canada



IN WITNESS WHEREOF the parties hereby execute this Agreement-in-Principle this _____ day of _____, 2015, at _____, British Columbia.

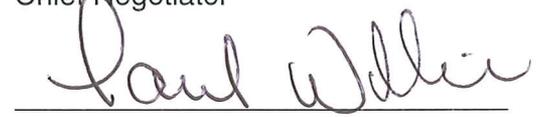
FOR WUIKINUXV NATION:



Rose Hanuse Hackett
Chief



Witnessed by: Alexander Chartrand
Chief Negotiator



Witnessed by: Paul Willie
Treaty Manager

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:



Her Majesty the Queen in Right of
Canada as represented by:

The Honourable Bernard Valcourt,
P.C., M.P.
Minister of Indian Affairs and
Northern Development Canada



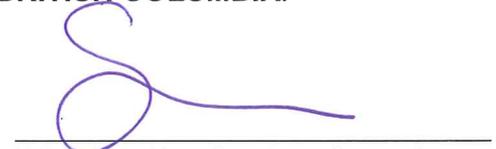
Witnessed by: Gavin Fitch
Chief Federal Negotiator

FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA:



Her Majesty the Queen in Right of
British Columbia as represented by:

The Honourable John Rustad,
Minister of Aboriginal Relations
and Reconciliation



Witnessed by: Stephen Connolly
Negotiator

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PREAMBLE

WHEREAS:

1. Wuikinuxv asserts that a central part of Wuikinuxv culture is Wuikinuxv's traditional account of descendency from the House of Nuakawa, the original house of the Wuikinuxv people, which Wuikinuxv seeks to preserve and continue;
2. Wuikinuxv asserts that Wuikinuxv Territory is the land where the Hamatsa, a society of high-ranking people within Wuikinuxv, originates;
3. Wuikinuxv has never entered into a treaty with Canada or British Columbia;
4. In 1913, *Hiagalath*, also known as Chief Joseph Chamberlain, testified before the McKenna-McBride Commission as follows:

“We want to get the whole of River’s Inlet, from Quay to the lake -- Oweekano lake. The white man wants to take all our land and we are in the position of men who have been pushed half way to the water off our land, and it would not take much to push us off the land into the deep water alto-gether. Sometimes I go round in the timber and see a post; sometimes we get inside the post. And then they come and take our logs. I think that all this is our land and we should not be afraid to take logs anywhere. In the old time the Lord put our fathers here among these mountains and trees. He also put the salmon there for their food. Sometimes they used to skin the bark off the hemlock trees and eat it for food. Wherever these Government posts are now we cannot work, and that is not good according to our mind. We are very despairing. We have heard that the Government will take land and sell it, but we don't want to sell our land here, but we would like a yearly rental for it. All these canneries round here should pay us a rental for the use of the land. The canneries come here and we cannot understand how they came. If the Government sell this land to the canneries -- did the Government sell this land to the canneries -- this is what we want to know? All this land is ours and we want to preserve it for our children. If any of the white men want any of the land we are willing to sell or lease it to them for the benefit of our children. We have a lot of little houses up and down the rivers and on the lakes, and there are timber limits posts put all over there where we used to reside...”;

5. Canada and British Columbia agree that the testimony referred to in clause 4 was given by Chief Chamberlain to the McKenna-McBride Commission, but make no admission with respect to any of the assertions stated therein;

6. The Wuikinuxv people, who speak the 'Wuik'ala language, assert that their heritage, history and culture, including their language and spiritual practices, are tied to the lands, waters and natural environment surrounding Cranston Point, Wanugvaxsiwa, Kvii, Hakai Pass, Calvert Island and Wuikinuxv Lake, including the rivers and tributaries flowing into Wuikinuxv Lake and the marine areas as stated in their Statement of Intent submitted to the British Columbia Treaty Commission;
7. Wuikinuxv asserts that water plays an integral role in the preservation and growth of the Wuikinuxv community, their culture and traditions;
8. Wuikinuxv asserts an aboriginal title to the Wuikinuxv Territory;
9. The *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, and treaty rights will include rights set out in the Wuikinuxv Treaty under the British Columbia Treaty Commission process;
10. Wuikinuxv are aboriginal people and the courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;
11. The Parties intend to negotiate a Wuikinuxv Treaty to provide a basis for this reconciliation and to provide a basis for a new relationship;
12. The Parties intend to negotiate a Wuikinuxv Treaty that will provide the basis for a government-to-government relationship between Wuikinuxv, Canada and British Columbia within the framework of the Constitution of Canada;
13. The Parties desire certainty in respect of Wuikinuxv rights including ownership and use of lands and resources, Wuikinuxv law-making authority and the relationship of Federal Law, Provincial Law and Wuikinuxv Law;
14. It is an important objective of Wuikinuxv to preserve, protect and enhance lands and resources, and the culture, heritage, language and economy of Wuikinuxv;
15. The Parties intend that the Wuikinuxv Treaty will achieve certainty by agreeing to the continuation of rights as expressed in the Wuikinuxv Treaty, rather than by extinguishment or surrender of rights;
16. Wuikinuxv asserts that it has an inherent right to self-government, and Canada will negotiate self-government in the Wuikinuxv Treaty based on the policy that

the inherent right to self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982*;

17. The Parties intend that the Wuikinuxv Treaty will provide for Wuikinuxv Government and will set out authorities exercisable by the Wuikinuxv Government;
18. This Agreement sets out the principles agreed to by the Parties as the basis for negotiating a Wuikinuxv Treaty;
19. Wuikinuxv has entered into these treaty negotiations under the British Columbia Treaty Commission process representing the collectivity of Wuikinuxv, as described in the Statement of Intent submitted by Wuikinuxv to the British Columbia Treaty Commission; and
20. Canada and British Columbia have entered into and conducted these negotiations as recommended by the “Report of the British Columbia Task Force” without making admissions of aboriginal rights or the extent of traditional territories stated in the Statement of Intent submitted by Wuikinuxv to the British Columbia Treaty Commission;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

**CHAPTER 1
DEFINITIONS**

“**Administrative Penalty**” means a sanction or monetary penalty established under a statutory regime in which liability for breach of a regulatory requirement and imposition of sanctions are determined through an administrative process, rather than through prosecution or through an action in the civil courts;

“**Agreement**” means the Wuikinuxv Agreement in Principle;

“**Appendix**” means an appendix to the Wuikinuxv Treaty;

“**Aquatic Plants**” includes all benthic and detached algae, brown algae, red algae, green algae, golden algae and phytoplankton, and all marine and freshwater flowering plants, ferns and mosses, growing in water or in soils that are saturated during most of the growing season;

“**Archaeological Human Remains**” means human remains that are not the subject of a police or coroner investigation and are determined to be of aboriginal ancestry;

“**Associated Burial Objects**” means an object that, by its attributes or location, can be demonstrated to have been placed in direct association with the burial or a human being of Wuikinuxv ancestry as part of a burial practice or ritual;

“**Available Flow**” means the volume of flow of water, determined by British Columbia, to be above that required:

- a. to ensure conservation of Fish and Stream habitats;
- b. to continue navigability;
- c. under licences issued under Provincial Law;

and taking into account any applicable requirements under Federal Law and Provincial Law;

“**Band**” means a “band” as defined in the *Indian Act*;

“**BC Hydro**” means the British Columbia Hydro and Power Authority, a corporation continued under the *Hydro and Power Authority Act*, or its successor;

“**British Columbia**” means, unless the context otherwise requires, Her Majesty the Queen in right of the Province of British Columbia;

“British Columbia Building Code” means the building code established for British Columbia under the *Local Government Act*;

“Canada” means, unless the context otherwise requires, Her Majesty the Queen in right of Canada;

“Capital Transfer” means an amount paid by Canada or British Columbia to Wuikinuxv under the Capital Transfer and Negotiation Loan Repayment Chapter;

“Chapter” means a chapter of the Wuikinuxv Treaty;

“Child” means an individual under the age of majority under Provincial Law;

“Child Care” means the care and supervision of a Child under the age of 13 years in a child care setting or other facility, but does not include care:

- a. by the Child's parent, or the person with whom the Child resides and who stands in the place of the Child's mother or father; or
- b. while the Child is attending an educational program provided under the *School Act*, the *Independent School Act* or a Wuikinuxv Law in relation to kindergarten to grade 12 education;

“Child Protection Service” means a service that provides for:

- a. the protection of Children from abuse, neglect, and harm, or threat of abuse, neglect, or harm, and any need for intervention;
- b. the custody, care and guardianship responsibilities of Children in Care;
- c. the support of families and caregivers to provide a safe environment and prevent abuse, neglect, and harm, or threat of abuse, neglect, or harm; and
- d. the support of kinship ties and a Child's attachment to the extended family;

“Child in Care” means a Child who is in the custody, care or guardianship of a Director or individual designated with comparable authority under Wuikinuxv Law;

“Child in Need of Protection” means a Child who is in the custody, care or guardianship of a Director or an individual designated with comparable authority under Wuikinuxv Law;

“Community Correctional Services” means:

- a. community supervision of offenders subject to court orders, including youth justice court orders, and offenders on conditional and interim release, including temporary release from a youth custody centre;
- b. preparation of reports for courts, correctional centers, youth custody centers, Crown counsel and parole boards;
- c. supervision of diverted offenders and development and operation of Diversion programs;
- d. community-based programs and interventions for offenders, including alternative to custody programs;
- e. identification of and referral to appropriate community resources;
- f. programs to meet the needs of youth in conflict with the law; and
- g. other community correctional and community youth justice services as may be delivered by Canada or British Columbia from time to time;

“Conflict” means actual conflict in operation or operational incompatibility;

“Consult”, “Consulted” and “Consultation” mean provision to a Party of:

- a. notice of a matter to be decided, in sufficient detail to permit the Party to prepare its views on the matter;
- b. sufficient information in respect of the matter, as and when requested by a Party, to permit the Party to prepare its views on the matter;
- c. a reasonable period of time to permit the Party to prepare its views on the matter;
- d. an opportunity for the Party to present its views on the matter; and
- e. a full and fair consideration of any views on the matter so presented by the Party;

“Contaminated Site” means contaminated site as defined in British Columbia’s *Environmental Management Act*;

“Contamination” means contamination as defined in British Columbia’s *Environmental Management Act*;

“**Crown**” means Her Majesty the Queen in right of Canada or Her Majesty the Queen in right of the Province of British Columbia, as the case may be;

“**Crown Corridors**” means the lands identified as Crown Corridors in the Wuikinuxv Treaty;

“**Cultural Property**” means:

- a. ceremonial regalia and similar personal property associated with a Wuikinuxv chief, clan or family; and
- b. other personal property that has cultural significance to Wuikinuxv;

“**Cultural Purposes**” means the use of Monumental Cedar and Cypress for a purpose that:

- a. was integral to the culture of Wuikinuxv before contact;
- b. is primarily for totem poles, dugout canoes, or long beams and poles to build bighouses, community halls or similar community structures; and
- c. is not carried out for profit, commercial purpose, Trade and Barter, individual or community gain, residential building construction, structures associated with a residential building, or for providing firewood for individual needs;

“**Dispose**”, “**Disposed**” and “**Disposition**” means, except in the Taxation Chapter, to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, divert, release, and to agree to do any of those things;

“**Direct**” has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*;

“**Director**” means a person designated as a director by the Minister of Children and Family Development under the *Child, Family and Community Service Act* or the *Adoption Act*;

“**Disagreement**” means any matter to which the Dispute Resolution Chapter applies;

“**Diversion**” means the use of options other than court proceedings to deal with an individual alleged to have committed an offence;

“**Domestic Purposes**” means food, social and ceremonial purposes;

“**Effective Date**” means the date on which the Wuikinuxv Treaty takes effect;

“Eligibility Criteria” means the criteria listed in paragraph 2 of the Eligibility and Enrolment Chapter;

“Eligible Voter” means an individual who:

- a. is eligible to vote in accordance with paragraph 6 of the Ratification of the Wuikinuxv Treaty Chapter; or
- b. whose name is added to the List of Eligible Voters in accordance with paragraph 6 of the Ratification of the Wuikinuxv Treaty Chapter;

“Enrolment Register” means the list of individuals who are enrolled under the Eligibility and Enrolment Chapter;

“Environment” means the components of the Earth, and includes:

- a. land, water and air, including all layers of the atmosphere;
- b. all organic and inorganic matter and living organisms; and
- c. the interacting natural systems that include components referred to in subparagraphs (a) and (b);

“Environmental Emergency” means an uncontrolled, unplanned, or accidental release, or release in contravention of laws or regulations of a substance into the Environment, or the reasonable likelihood of such a release into the Environment, that:

- a. has or may have an immediate or long term harmful effect on the Environment;
- b. constitutes or may constitute a danger to the Environment on which human life depends; or
- c. constitutes or may constitute a danger in Canada to human life or health;

“Federal Expropriating Authority” means the Government of Canada or any other entity authorized under federal legislation to expropriate land or an interest in land;

“Federal Law” includes federal statutes, regulations, ordinances, orders-in-council, by-laws and other legislation, and the common law;

“**Federal Project**” means a “designated project” or “project” on federal lands, as defined in the *Canadian Environmental Assessment Act, 2012* that is subject to an environmental assessment under that Act;

“**Federal Settlement Legislation**” means the Act of Parliament that gives effect to the Wuikinuxv Treaty;

“**First Nation Government in British Columbia**” means the government of a First Nation in British Columbia that has a treaty or land claims agreement in effect with Canada and British Columbia;

“**Fiscal Financing Agreement**” means an agreement negotiated among the Parties in accordance with the Fiscal Relations Chapter of the Wuikinuxv Treaty;

“**Fish**” means:

- a. fish, shellfish, crustaceans and marine animals;
- b. the parts of fish, shellfish, crustaceans, and marine animals; and
- c. the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish, crustaceans and marine animals;

“**Forest Practices**” means Timber harvesting, road construction, road maintenance, road use, road deactivation, silviculture treatments, including grazing for the purposes of brushing, botanical forest products collecting, and fire use, but does not include timber marking or scaling, manufacture of Timber, or export of Timber or Plants;

“**Forest Resources**” means all Timber and Plants including all biota, but does not include Wildlife, Migratory Birds, water, Groundwater, Fish or Aquatic Plants;

“**Former Indian Reserve**” means the lands described as such in the Wuikinuxv Treaty;

“**Gathering Plan**” means a plan approved by the Minister for the gathering of Plants for Domestic Purposes prepared by Wuikinuxv in accordance with paragraph 21 of the Gathering Chapter;

“**Groundwater**” means water below the surface of the ground;

“**Growth and Yield Sites**” means sites identified in the Wuikinuxv Treaty;

“**Heritage Site**” means a site of archaeological, historical or cultural significance and includes graves and burial sites;

“**Implementation Committee**” means the implementation committee established under paragraph 5 of the Implementation Chapter;

“**Indian**” has the same meaning as in the *Indian Act*;

“**Indian Reserve**” has the same meaning as “reserve” in the *Indian Act*;

“**Initial Enrolment Period**” means the period of up to 2 years time from a date to be determined by the Parties during which the Wuikinuxv Enrolment Committee operates;

“**Intellectual Property**” means any intangible property rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to, any right relating to patents, copy rights, trademarks, industrial designs or plant breeder’s rights;

“**International Legal Obligation**” means an obligation binding on Canada under international law, including those that are in force before, on or after the Effective Date;

“**Land Title Office**” means the Land Title Office, as established and described in the *Land Title Act*;

“**List of Eligible Voters**” means the list of Eligible Voters maintained by the Ratification Committee under paragraph 5 of the Ratification of the Wuikinuxv Treaty Chapter;

“**Local Government**” means “local government” as defined in the *Local Government Act*;

“**Logs**” means logs of all species of wood which are controlled under Canada’s Export Control List, Group 5, Item number 5101, pursuant to sections 3(1)(e) of the *Export and Import Permits Act*;

“**Migratory Birds**” means migratory birds as defined under Federal Law enacted further to international conventions;

“**Minister**” means the federal or provincial minister having responsibility for the exercise of powers in relation to the matter in question and any individual with authority to act in respect of the matter in question;

“**Monumental Cedar and Cypress**” means a *Thuja plicata* (western red cedar) or a *Chamaecyparis nootkatensis* (yellow cedar) that is:

- a. 250 years or older; and
- b. at least 100 centimetres diameter at 1.3 meters above germination point;

“**National Marine Conservation Area**” includes a national marine conservation area reserve and means the lands and water named and described in the schedules to the *Canada National Marine Conservation Areas Act*;

“**National Park**” includes a national park reserve and means the land and waters named and described in the schedules to the *Canada National Parks Act*;

“**NAV CANADA**” means the “Corporation” as that term is defined in the *Civil Air Navigation Services Commercialization Act*;

“**Neutral**” means a person appointed to assist the Parties to resolve a Disagreement and, except in subparagraph 22e of the Dispute Resolution Chapter and Appendix E-4, includes an arbitrator;

“**Neutral Appointing Authority**” means the British Columbia International Commercial Arbitration Centre, or if the Centre is unavailable to make the required appointment, any other independent and impartial body or individual acceptable to the Parties;

“**Non-Citizen**” means an individual who has reached the age of majority under Provincial Law, is ordinarily resident on Wuikinuxv Land and is not a Wuikinuxv Citizen;

“**Nuclear Substances**” means a “nuclear substance” as defined in the *Nuclear Safety and Control Act*;

“**Parties**” means Wuikinuxv, Canada and British Columbia, and “Party” means any one of these;

“**Periodic Review Date**” means the 15th anniversary of the Effective Date or a date that occurs every 15 years after that date;

“**Person**” for the purposes of the Taxation Chapter includes an individual, a partnership, a corporation, a trust, an unincorporated association or other entity or a government or any agency or political subdivision thereof, and their heirs, executors, administrators and other legal representatives;

“**Plants**” means all flora and fungi but does not include Aquatic Plants or Timber except for the bark, boughs, burls and roots of Timber;

“**Private Land**”, in the Forest Resources Chapter, means land that is not Crown land, privately owned land within a tree farm licence or woodlot licence issued under the *Forest Act*, or private managed forest land within the meaning of the *Private Managed Forest Land Act*;

“**Provincial Expropriating Authority**” means a provincial ministry or agency or any person who has the authority to expropriate land under provincial legislation;

“Provincial Law” includes provincial statutes, regulations, ordinances, orders-in-council, by-laws, and the common law;

“Provincial Project” means a reviewable project, as defined in the British Columbia *Environmental Assessment Act*, that is subject to an environmental assessment under the British Columbia *Environmental Assessment Act*;

“Provincial Protected Area” means provincial Crown land established or designated as a provincial park, provincial marine park, ecological reserve, conservancy or protected area under Provincial Law;

“Provincial Road” means a road under the administration and control of British Columbia;

“Provincial Settlement Legislation” means the Act of the Legislature of British Columbia that gives effect to the Wuikinuxv Treaty;

“Public Utility” means a person, or the person's lessee, trustee, receiver or liquidator that owns or operates in British Columbia equipment or facilities for the:

- a. production, gathering, generating, processing, storage, transmission, sale, supply, distribution or delivery of petroleum (including petroleum products or by-products), gas (including natural gas, natural gas liquids, propane and coalbed gas), electricity, steam, water, sewage, or any other agent for the production of light, heat, cold or power; or
- b. emission, conveyance, transmission or reception of information, messages or communications by guided or unguided electromagnetic waves, including systems of cable, microwave, optical fibre or radio communications, if that service is offered to the public for compensation;

and for the purposes of this definition, person includes a partnership and a corporation, including a Crown corporation or agent of the Crown;

“Railway” means a company, established under Federal Law or Provincial Law, authorized to construct, own or operate a railway. For greater certainty, railway, as used in this definition, includes:

- a. all branches, extensions, sidings, stations, depots, wharves, rolling stock, equipment, works, property and works connected with the railway and all railway bridges, tunnels or other structures connected with the railway;
and

- b. communications or signaling systems and related facilities and equipment used for railway purposes;

“Range Practices” means:

- a. grazing of livestock;
- b. cutting of hay;
- c. activities related to grazing of livestock or cutting of hay; or
- d. activities related to constructing, modifying, or maintaining a structure, an excavation, a livestock trail, or an improvement to forage quality or quantity for purposes of range development;

“Ratification Committee” means the committee established under paragraph 4 of the Ratification of the Wuikinuxv Treaty Chapter;

“Ratification Vote” means the vote conducted by the Ratification Committee for the ratification of the Wuikinuxv Treaty;

“Research Installations” means sites defined in the Wuikinuxv Treaty;

“Review Period” means a time period beginning on a Periodic Review Date, and ending on a date six months later or such other date as the Parties may agree;

“Revision Date” means the date which is 30 days before the Effective Date or as otherwise agreed to by the Parties;

“Right of Way” means an interest in a defined area of land granted for a specified use, including use for a road or by a Public Utility;

“Road Allowance” means the land used for a road or a highway, as surveyed, and includes the travelled portion, the shoulders and adjacent ditches, if any;

“Safety and Well-Being of Children” includes those guiding principles under section 2 of the *Child, Family and Community Service Act*;

“Settlement Legislation” means the Federal Settlement Legislation and the Provincial Settlement Legislation;

“Site Profile” means site profile as defined under the *Environmental Management Act*;

“Specific Claims Policy” means the policy described in Canada’s Specific Claims Policy and Process Guide (2009);

“State of Title Certificate” means a certificate issued under the *Land Title Act* as evidence of an interest in Wuikinuxv Land substantially in the form set out in the Wuikinuxv Treaty;

“Submerged Lands” means those lands below the visible high water mark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the bed of the body of water a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself;

“Subsurface Resources” include the following:

- a. earth, including diatomaceous earth, soil, peat, marl, sand and gravel;
- b. slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash and rock;
- c. minerals, namely an ore of metal or natural substance that can be mined, including:
 - i. rock and other materials from mine tailings, dumps and previously mined deposits of minerals;
 - ii. dimension stone; and
 - iii. precious and base metals;
- d. placer minerals, namely an ore of metal and every natural substance that can be mined and that is either loose, or found in fragmentary or broken rock that is not talus rock and occurs in loose earth, gravel and sand, and includes rock or other materials from placer mine tailings, dumps and previously mined deposits of placer minerals;
- e. coal;
- f. petroleum, namely crude petroleum and all other hydrocarbons, regardless of specific gravity, that are or can be recovered in liquid form from a pool or that are or can be recovered from oil sand or oil shale;
- g. natural gas, namely all fluid hydrocarbons that are not defined as petroleum, and includes coalbed gas and hydrogen sulphide, carbon dioxide and helium produced from a well;
- h. fossils, namely remains, traces or imprints of animals or plants that have been preserved in rocks, and includes bones, shells, casts and tracks; and

- i. geothermal resources, namely the natural heat of the earth and all substances that derive thermal energy from it, including steam, water and water vapour heated by the natural heat of the earth and all substances dissolved in the steam, water and water vapour, but does not include:
 - i. water that has a temperature less than 80oC at the point where it reaches the surface; or
 - ii. hydrocarbons;

“Survey Instructions” means instructions issued in accordance with section 77.1 of the *Land Act*;

“Telus” means TELUS Communications Inc., a corporation incorporated under Federal Law, or its successor;

“Tenure” means a permit, lease, licence, claim, reserve, grant, including a Right of Way, and other legal interest in lands;

“Timber” means trees, whether standing, fallen, living or dead, limbed, bucked or peeled;

“Trade and Barter” does not include sale;

“Treaty First Nation Director” means an elected member of the Wuikinuxv Government who is qualified under Provincial Law to be appointed to a regional district board;

“Voting Officer” means an individual who has been authorized by the Ratification Committee to issue ballots for the Ratification Vote at a place of voting;

“Wildfire Suppression Agreement” means an agreement entered into by Canada, British Columbia and Wuikinuxv in accordance with paragraph 13 of the Forest Resources Chapter;

“Wildlife” means:

- a. all vertebrate and invertebrate animals, including mammals, birds, reptiles and amphibians but not including Fish or Migratory Birds; and
- b. the eggs, juvenile states, and adult stages of all vertebrate and invertebrate animals, except Fish and Migratory Birds;

“Wildlife Management Area” means provincial Crown land established as a Wildlife management area under Provincial Law;

“**Wuikinuxv**” means the collectivity of those aboriginal people who will be eligible to be enrolled under the Wuikinuxv Treaty;

“**Wuikinuxv Archaeological Human Remains**” means Archaeological Human Remains that are determined to be of Wuikinuxv ancestry;

“**Wuikinuxv Artifact**” means any object created by, traded to, commissioned by, or given as a gift to a Wuikinuxv individual, Wuikinuxv, or a Wuikinuxv Public Institution or that originated from a Wuikinuxv community and that has past and on-going importance to Wuikinuxv culture or spiritual practices, but does not include any object traded to, commissioned by, or given as a gift to another aboriginal group, aboriginal individual or aboriginal community or Person;

“**Wuikinuxv Capital**” means all land, cash, and other assets transferred to, or recognized as owned by, Wuikinuxv under the Wuikinuxv Treaty;

“**Wuikinuxv Child**” means a Child who is a Wuikinuxv Citizen;

“**Wuikinuxv Citizen**” means an individual who is enrolled under the Wuikinuxv Treaty in accordance with the Eligibility and Enrolment Chapter;

“**Wuikinuxv Conservancy Land**” means the lands identified in Appendix B;

“**Wuikinuxv Constitution**” means the constitution of Wuikinuxv provided for and ratified in accordance with the Wuikinuxv Treaty;

“**Wuikinuxv Corporation**” means a corporation that is incorporated under Federal Law or Provincial Law, all of the shares of which are owned legally and beneficially by Wuikinuxv, a Wuikinuxv settlement trust, a Wuikinuxv Corporation Intermediary, or any combination of those entities;

“**Wuikinuxv Corporation Intermediary**” means a corporation that is incorporated under Federal Law or Provincial Law, all of the shares of which are owned legally and beneficially by Wuikinuxv, a Wuikinuxv settlement trust, another Wuikinuxv Corporation Intermediary, or any combination of those entities;

“**Wuikinuxv Enrolment Appeal Board**” means the enrolment appeal board established under paragraph 21 of the Eligibility and Enrolment Chapter;

“**Wuikinuxv Enrolment Committee**” means the enrolment committee established under paragraph 13 of the Eligibility and Enrolment Chapter;

“**Wuikinuxv Family**” means one or both parents or guardians living together with one or more Children where:

- a. at least one of the parents or guardians is a Wuikinuxv Citizen; or
- b. at least one of the Children is a Wuikinuxv Child;

“Wuikinuxv Government” means the government of Wuikinuxv as set out in the Wuikinuxv Government Chapter and the Wuikinuxv Constitution;

“Wuikinuxv Institution” means the Wuikinuxv Government or a Wuikinuxv Public Institution;

“Wuikinuxv Land” means those lands identified as Wuikinuxv Land under paragraph 1 of the Lands Chapter;

“Wuikinuxv Law” means:

- a. a law made under a law-making authority set out in the Wuikinuxv Treaty or any other agreement that provides Wuikinuxv with authority to make laws; and
- b. the Wuikinuxv Constitution;

but does not include Wuikinuxv custom or traditional laws unless those laws are enacted in accordance with the Wuikinuxv Treaty;

“Wuikinuxv Nation” means the Indian Band known as Oweekeno/Wuikinuxv Nation under the *Indian Act*;

“Wuikinuxv Migratory Birds Harvest Area” means the area described as the Wuikinuxv Migratory Birds Harvest Area in Appendix C and will not include federal Crown land including lands administered or occupied by the Minister of National Defence, or areas temporarily being used for military exercises from the time that notice has been given to Wuikinuxv until the temporary use is completed. For greater certainty, the Wuikinuxv Migratory Birds Harvest Area includes Protected Areas within the area described in Appendix A;

“Wuikinuxv Park Land” means land identified in Appendix B;

“Wuikinuxv Plant Gathering Area” means the area described as the Wuikinuxv Plant Gathering Area in Appendix C and will not include federal Crown land including lands administered or occupied by the Minister of National Defence, or areas temporarily being used for military exercises from the time that notice has been given to Wuikinuxv until the temporary use is completed. For greater certainty, the Wuikinuxv Plant Gathering Area includes Protected Areas within the area described in Appendix A;

“Wuikinuxv Private Land” means Wuikinuxv Land that is designated as “Wuikinuxv Private Land” in accordance with the Wuikinuxv Treaty;

“Wuikinuxv Project” means a project on Wuikinuxv Land that is subject to an environmental assessment under Wuikinuxv Law;

“Wuikinuxv Public Institution” means a Wuikinuxv Government body, board, commission, tribunal, or any other similar entity established under Wuikinuxv Law, including a school board or health board;

“Wuikinuxv Public Officer” means:

- a. a member, commissioner, director, or trustee of a Wuikinuxv Public Institution;
- b. a director, officer or employee of a Wuikinuxv Corporation whose principal function is to provide public programs or services reasonably similar to those provided by federal, provincial or municipal governments, rather than to engage in commercial activities;
- c. an officer or employee of Wuikinuxv or a Wuikinuxv Institution;
- d. an election official within the meaning of a Wuikinuxv Law; or
- e. a volunteer who participates in the delivery of services by Wuikinuxv, a Wuikinuxv Institution, or a body referred to in subparagraph (b), under the supervision of an officer or employee of Wuikinuxv, a Wuikinuxv Institution, or a body referred to a body referred to in subparagraph (b);

“Wuikinuxv Right to Gather Plants” means the right to gather Plants under the Wuikinuxv Treaty;

“Wuikinuxv Right to Harvest Migratory Birds” means the right to harvest Migratory Birds set out in paragraph 1 of the Migratory Birds Chapter;

“Wuikinuxv Right to Harvest Wildlife” means the right to harvest Wildlife set out in paragraph 1 of the Wildlife Chapter;

“Wuikinuxv Road” means a road, including the Road Allowance, on Wuikinuxv Land, but does not include a Crown Corridor;

“Wuikinuxv Section 35 Rights” means the rights, anywhere in Canada, of Wuikinuxv that are recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“Wuikinuxv Territory” means the area shown in Appendix A;

“Wuikinuxv Treaty” means the agreement among Wuikinuxv, Canada and British Columbia which will be negotiated based on this Agreement; and

“Wuikinuxv Wildlife Harvest Area” means the area described as the Wuikinuxv Wildlife Harvest Area in Appendix C and will not include federal Crown land including lands administered or occupied by the Minister of National Defence, or areas temporarily being used for military exercises from the time that notice has been given to Wuikinuxv until the temporary use is completed. For greater certainty, the Wuikinuxv Wildlife Harvest Area includes Protected Areas within the area described in Appendix A.

**CHAPTER 2
GENERAL PROVISIONS**

NATURE OF THE AGREEMENT IN PRINCIPLE

1. This Agreement is without prejudice to the respective legal positions of the Parties before the Effective Date and neither this Agreement nor any related communications over the course of these negotiations will be used against any of the Parties in any court proceeding or any other forum, including international fora, or be construed as creating, abrogating, negating, denying, recognizing, defining, or amending any rights or obligations of any of the Parties except as expressly provided for in the Wuikinuxv Treaty and only upon the Effective Date.
2. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will address fisheries matters, and the Parties will review other parts of the Wuikinuxv Treaty that may be affected, including, if appropriate, the certainty provisions, and make any necessary changes, and the Wuikinuxv Treaty will reflect the agreement of the Parties.
3. The Parties will begin to negotiate the Wuikinuxv Treaty as soon as practicable and the negotiations will be based on this Agreement.
4. This Agreement is not legally binding on any of the Parties.

NATURE OF THE WUIKINUXV TREATY

5. The Wuikinuxv Treaty, once ratified by the Parties, will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
6. The Wuikinuxv Treaty, once ratified by the Parties, will be legally binding on the Parties and on all persons and can be relied on by the Parties and all persons.
7. British Columbia will recommend to the Legislature of British Columbia that Settlement Legislation provide that the Treaty is approved, given effect, declared valid and has the force of law.
8. Canada will recommend to Parliament that Settlement Legislation provide that Wuikinuxv Treaty is approved, given effect, declared valid, and has the force of law.

9. Ratification of the Wuikinuxv Treaty by the Parties in accordance with the Ratification Chapter will be a condition precedent to the validity of the Wuikinuxv Treaty and, unless so ratified, the Wuikinuxv Treaty will be of no force or effect.

REPRESENTATION AND WARRANTY

10. Wuikinuxv represents and warrants to Canada and British Columbia that, in respect of the matters dealt with in the Wuikinuxv Treaty, Wuikinuxv has the authority to enter into the Wuikinuxv Treaty on behalf of all Wuikinuxv Individuals who, through Wuikinuxv, have or may exercise any aboriginal rights, including aboriginal title, in Canada, or who may make any claim in respect of those rights.
11. Canada and British Columbia represent and warrant to Wuikinuxv Nation that, in respect of the matters dealt with in the Wuikinuxv Treaty, they have the authority to enter into the Wuikinuxv Treaty, within their respective authorities.

RIGHTS AND BENEFITS UNDER THE WUIKINUXV TREATY

12. On the Effective Date, the rights and benefits provided under the Wuikinuxv Treaty are vested in Wuikinuxv and may be exercised by Wuikinuxv Citizens.

RIGHTS OF OTHER ABORIGINAL PEOPLE

13. The Wuikinuxv Treaty will not affect, recognize or provide any rights under Section 35 of the *Constitution Act, 1982* for any aboriginal people other than Wuikinuxv.
14. If a superior court of a province, the Federal Court of Canada, or the Supreme Court of Canada finally determines that any aboriginal people, other than Wuikinuxv, has a right under section 35 of the *Constitution Act, 1982* that is adversely affected by a provision of the Wuikinuxv Treaty:
- a. that provision will operate and have effect to the extent it does not adversely affect that right; and
 - b. if the provision cannot operate and have effect in a way that it does not adversely affect that right, the Parties will make best efforts to amend the Wuikinuxv Treaty to remedy or replace that provision.
15. The Wuikinuxv Treaty will set out provisions for negotiating appropriate remedies if rights under the Wuikinuxv Treaty are adversely affected by a future treaty with another aboriginal people.

OTHER RIGHTS, BENEFITS AND PROGRAMS

16. The Wuikinuxv Treaty will not affect the ability of Wuikinuxv Citizens who are Canadian citizens or permanent residents of Canada to enjoy rights and benefits for which they would otherwise be eligible as Canadian citizens or permanent residents of Canada.
17. Subject to paragraph 18, nothing in the Wuikinuxv Treaty will affect the ability of Wuikinuxv, Wuikinuxv Government, Wuikinuxv Public Institutions, Wuikinuxv Corporations, or Wuikinuxv Citizens to participate in, or benefit from, federal or provincial programs for aboriginal people, registered Indians or other Indians, in accordance with general criteria established for those programs from time to time.
18. Wuikinuxv Citizens will be eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that Wuikinuxv has not assumed responsibility for those programs or public services under a Wuikinuxv Fiscal Financing Agreement or other funding agreement.

APPLICATION OF THE *INDIAN ACT*

19. As of the Effective Date, the *Indian Act* will not apply to Wuikinuxv, Wuikinuxv Government, Wuikinuxv Public Institutions, Wuikinuxv Corporations, and Wuikinuxv Citizens, except for the purpose of determining whether an individual is an “Indian” and except as set out in the *Indian Act* Transition Chapter.

CONSTITUTION OF CANADA

20. The Wuikinuxv Treaty will not alter the Constitution of Canada, including:
 - a. the distribution of powers between Canada and British Columbia;
 - b. the identity of Wuikinuxv as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
 - c. sections 25 and 35 of the *Constitution Act, 1982*.
21. The *Canadian Charter of Rights and Freedoms* will apply to Wuikinuxv Government in respect of all matters within its authority.

CHARACTER OF WUIKINUXV LAND

22. The Wuikinuxv Treaty will provide that there will be no “Lands reserved for the Indians” within the meaning of the *Constitution Act, 1867* for Wuikinuxv, and there will be no “reserves” as defined in the *Indian Act* for Wuikinuxv and, for greater certainty, Wuikinuxv Land will not be “Lands reserved for the Indians” within the meaning of the *Constitution Act, 1867*, and will not be “reserves” as defined in the *Indian Act*.

APPLICATION OF FEDERAL LAW, PROVINCIAL LAW AND WUIKINUXV LAW

23. Federal Law, Provincial Law and Wuikinuxv Law will apply to Wuikinuxv, Wuikinuxv Government, Wuikinuxv Corporations, Wuikinuxv Public Institutions, Wuikinuxv Citizens, and Wuikinuxv Land.
24. Any licence, permit or other authorization to be issued by Canada or British Columbia as a result of the Wuikinuxv Treaty will be issued under Federal Law or Provincial Law and will not be part of the Wuikinuxv Treaty, but the Wuikinuxv Treaty will prevail to the extent of any inconsistency with the licence, permit or other authorization.
25. The Wuikinuxv Treaty will prevail to the extent of any inconsistency with a Federal Law or a Provincial Law.
26. The Wuikinuxv Treaty will confirm that Federal Settlement Legislation will prevail over other Federal Law to the extent of any Conflict, and Provincial Settlement Legislation will prevail over other Provincial Law to the extent of any Conflict.
27. Canada will recommend to Parliament that Federal Settlement Legislation include a provision that, to the extent that a Provincial Law does not apply of its own force to Wuikinuxv, Wuikinuxv Citizens, Wuikinuxv Government, Wuikinuxv Public Institutions, Wuikinuxv Corporations or Wuikinuxv Land, that Provincial Law will, subject to the Federal Settlement Legislation and any other Act of Parliament, apply in accordance with the Wuikinuxv Treaty to Wuikinuxv, Wuikinuxv Citizens, Wuikinuxv Government, Wuikinuxv Public Institutions, Wuikinuxv Corporations and Wuikinuxv Land, as the case may be.

RELATIONSHIP OF LAWS

28. Notwithstanding any other rule of priority in the Wuikinuxv Treaty, Federal Law and Provincial Law will prevail over Wuikinuxv Law to the extent of a Conflict involving a provision of a Wuikinuxv Law that:

- a. has a double aspect on, or an incidental impact on, any area of federal legislative jurisdiction or provincial legislative jurisdiction for which Wuikinuxv does not have any law-making authority set out in the Wuikinuxv Treaty; or
 - b. has a double aspect on, or an incidental impact on, any area of federal legislative jurisdiction or provincial legislative jurisdiction for which Wuikinuxv does have law-making authority set out in the Wuikinuxv Treaty but in respect of which Federal Law and Provincial Law prevail in the event of Conflict.
29. In the event of a Conflict between a Wuikinuxv Law made under any law-making authority set out in the Wuikinuxv Treaty and a Federal Law in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of overriding national importance, the Federal Law will prevail to the extent of the Conflict.
30. Any Wuikinuxv Law that is inconsistent with the Wuikinuxv Treaty will be of no force or effect to the extent of the inconsistency.
31. The Wuikinuxv Treaty will provide for the consistency of Wuikinuxv Law and other exercise of power by Wuikinuxv with Canada's International Legal Obligations.
32. Except as otherwise provided in the Wuikinuxv Treaty, Wuikinuxv Law will not apply to Canada or British Columbia.
33. For greater certainty, Wuikinuxv law-making authority will not include criminal law, criminal procedure, official languages of Canada, Intellectual Property, aeronautics, navigation and shipping, or labour relations and working conditions.

COURT DECISIONS

34. If a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines any provision of the Wuikinuxv Treaty to be invalid or unenforceable:
- a. the Parties will make best efforts to amend the Wuikinuxv Treaty to remedy or replace the provision; and
 - b. the provision will be severable from the Wuikinuxv Treaty to the extent of the invalidity or unenforceability and the remainder of the Wuikinuxv

Treaty will be construed, to the extent possible, to give effect to the intent of the Parties.

35. No Party will challenge, or support a challenge to, the validity of any paragraph of the Wuikinuxv Treaty.
36. A breach of the Wuikinuxv Treaty by a Party does not relieve any Party from its obligations under the Wuikinuxv Treaty.

AMENDMENT PARAGRAPHS

37. Any Party may propose an amendment to the Wuikinuxv Treaty.
38. Before proceeding with an amendment to the Wuikinuxv Treaty under paragraph 37, the Parties will attempt to find other means to address the interest of the Party proposing the amendment.
39. Where the Parties agree to amend the Wuikinuxv Treaty, they will determine the form and wording of the amendment, including additions, substitutions and deletions.
40. Except for any provision of the Wuikinuxv Treaty that provides that an amendment requires the consent of only Wuikinuxv and either Canada or British Columbia, all amendments to the Wuikinuxv Treaty will require the consent of all three Parties.
41. Canada will give consent to an amendment to the Wuikinuxv Treaty by order of the Governor in Council.
42. British Columbia will give consent to an amendment to the Wuikinuxv Treaty by resolution of the Legislative Assembly of British Columbia.
43. Wuikinuxv will give consent to an amendment to the Wuikinuxv Treaty by a resolution adopted by at least two-thirds of the elected members of Wuikinuxv Government.
44. If federal legislation or provincial legislation is required to give effect to an amendment to the Wuikinuxv Treaty, Canada or British Columbia, as the case may be, will recommend to Parliament or the Legislative Assembly of British Columbia that the required legislation be enacted.
45. Unless the Parties agree otherwise, an amendment to Wuikinuxv Treaty takes effect once consent requirements under paragraphs 41, 42 and 43 are completed

- and any legislation required under paragraph 44, if applicable, has been brought into force.
46. Each party will give notice to the other Parties when consent in accordance with paragraphs 41, 42 and 43 has been given and when any legislation referred to in paragraph 44, if applicable, has been brought into force.
47. Where the Wuikinuxv Treaty provides that the Parties will amend the Wuikinuxv Treaty upon the happening of an event:
- a. the requirements for consent referred to in paragraphs 40 to 43 will not apply;
 - b. paragraph 45 will not apply;
 - c. as soon as practicable of the happening of the event:
 - i. the Parties will take all steps necessary to conclude and give effect to the amendment including those steps referred to in paragraph 39 and, if applicable, paragraph 44; and
 - ii. each Party will provide notice to the other Parties when it has completed all of its respective requirements to conclude and give effect to the amendment; and
 - d. the amendment will take effect on the date agreed by the Parties, but if no date is agreed to, on the date that the last Party provides notice to the other Parties that it has completed all of its requirements to conclude and give effect to the amendment.
48. The Parties agree to take the necessary steps to implement amended paragraphs of the Wuikinuxv Treaty as soon as possible after the amendment has been ratified by the Parties.
49. The Wuikinuxv Treaty will provide that all amendments to the Wuikinuxv Treaty will be:
- a. published by Canada in the Canada Gazette;
 - b. published by British Columbia in the British Columbia Gazette; and
 - c. deposited by the Wuikinuxv Nation in the Wuikinuxv Nation registry of laws as contemplated under the Wuikinuxv Treaty.

50. The Wuikinuxv Treaty may specify some types of amendments to which the consent paragraphs set out in paragraphs 41 to 43 will not apply.
51. Notwithstanding paragraphs 38 to 47, if:
- a. the Wuikinuxv Treaty provides:
 - i. that Wuikinuxv and Canada or British Columbia will negotiate and attempt to reach agreement in respect of a matter that will result in an amendment to the Wuikinuxv Treaty, including a change to an Appendix, and
 - ii. that if agreement is not reached, the matter will be finally determined by arbitration under the Dispute Resolution Chapter; and
 - b. those Parties have negotiated an agreement or the matter is determined by arbitration,

the Wuikinuxv Treaty will be deemed to be amended on the date the agreement or the arbitrator's decision takes effect, as the case may be.

52. In respect of amendments contemplated by paragraph 51, the applicable Parties will:
- a. provide notice to any Party that is not a party to the agreement reached or of arbitrator's decision, as the case may be, referred to in paragraph 51; and
 - b. agree on the form and wording of the amendment, including additions, substitutions and deletions.
53. In the case of an arbitrator's decision referred to in paragraph 51, if the Parties are unable to agree, the form and wording of the deemed amendment will be finally determined by the arbitrator.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

54. The Wuikinuxv Treaty will provide that for the purposes of federal and provincial access to information and privacy legislation, information that Wuikinuxv provides to Canada or British Columbia in confidence is deemed to be information received or obtained in confidence from another government.
55. The Wuikinuxv Treaty will provide that if Wuikinuxv requests disclosure of information from Canada or British Columbia, the request will be evaluated as if it

were a request by a province for disclosure of that information, but Canada and British Columbia are not required to disclose to Wuikinuxv information that is only available to a particular province or particular provinces, or that is not available to any provinces.

56. The Wuikinuxv Treaty will provide that the Parties may enter into agreements in respect of any one or more of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information in accordance with any applicable legislation, including federal and provincial access to information and privacy legislation.
57. The Wuikinuxv Treaty will provide that Canada or British Columbia may provide information to Wuikinuxv in confidence if the Wuikinuxv Government has made a law or Wuikinuxv has entered into an agreement with Canada or British Columbia, as the case may be, under which the confidentiality of the information will be protected.
58. Notwithstanding any other provision of the Wuikinuxv Treaty:
 - a. Canada and British Columbia are not required to disclose any information that they are required or authorized to withhold under any Federal Law or Provincial Law, including under sections 37 to 39 of the *Canada Evidence Act*;
 - b. if Federal Law or Provincial Law allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada and British Columbia are not required to disclose that information unless those conditions are satisfied; and
 - c. the Parties are not required to disclose any information that may otherwise be withheld under a rule of privilege at law.

INTERPRETATION

59. In the event of an inconsistency between a provision of the General Provisions Chapter and a clause in any other Chapter of the Wuikinuxv Treaty, the General Provisions Chapter will prevail to the extent of the inconsistency.
60. There will be no presumption that doubtful expressions, terms or provisions in the Wuikinuxv Treaty are to be resolved in favour of any Party.
61. If an authority of British Columbia referred to in the Wuikinuxv Treaty is delegated from Canada and:

- a. the delegation of that authority is revoked; or
- b. if a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that the delegation of that authority is invalid,

the reference to British Columbia will be deemed a reference to Canada.

62. If an authority of Canada referred to in the Wuikinuxv Treaty is delegated from British Columbia and:

- a. the delegation of that authority is revoked; or
- b. if a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that the delegation of that authority is invalid,

the reference to Canada will be deemed a reference to British Columbia.

63. Notwithstanding paragraph 5, the Wuikinuxv Treaty is not intended to bind provinces, other than British Columbia, or territories, on matters within their jurisdiction without their consent.

64. For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Wuikinuxv Treaty, including the execution of the Wuikinuxv Treaty.

65. In the Wuikinuxv Treaty:

- a. a reference to a statute will include every amendment to it, every regulation made under it, and any law enacted in substitution for it or in replacement of it;
- b. a reference to “Canada’s international legal obligations” will include those which are in effect on, or after, the Effective Date;
- c. unless it is otherwise clear from the context, the use of the singular will include the plural, and the use of the plural will include the singular;
- d. the use of the word “will” will denote an obligation that, unless the Wuikinuxv Treaty provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;

- e. unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
- f. unless it is otherwise clear from the context, a reference in the Wuikinuxv Treaty to a “Chapter”, “paragraph”, “Schedule” or “Appendix” means a chapter, paragraph, schedule or appendix, respectively, of the Wuikinuxv Treaty;
- g. “provincial” refers to the province of British Columbia;
- h. headings and subheadings will be for convenience only, do not form a part of the Wuikinuxv Treaty and in no way define, limit, alter or enlarge the scope or meaning of any paragraph of the Wuikinuxv Treaty; and
- i. “harvest” includes an attempt to harvest.

FULL AND FINAL SETTLEMENT

66. The Wuikinuxv Treaty will constitute the full and final settlement in respect of any aboriginal rights, including aboriginal title, in Canada that Wuikinuxv may have.

WUIKINUXV SECTION 35 RIGHTS

67. The Wuikinuxv Treaty will exhaustively set out the Wuikinuxv Section 35 Rights, their attributes, the geographic extent of those rights, and the limitations to those rights, to which the Parties will have agreed, and those rights will be:
- a. the aboriginal rights, including aboriginal title, in Canada, modified as a result of the Wuikinuxv Treaty, of Wuikinuxv in and to Wuikinuxv Land and other lands and resources;
 - b. the jurisdictions, authorities and rights of the Wuikinuxv Government; and
 - c. the other Wuikinuxv Section 35 Rights.

MODIFICATION AND CONTINUATION

68. Approval of this Agreement, based on the modification of Section 35 Rights certainty technique, does not preclude the Parties from discussing a different certainty technique prior to initialing the Wuikinuxv Treaty. Any agreement to a

different technique may require changes to other provisions of the Wuikinuxv Treaty that may be affected.

69. Notwithstanding the common law, as a result of the Wuikinuxv Treaty and the Settlement Legislation any aboriginal rights, including any aboriginal title, of Wuikinuxv, as they may have existed anywhere in Canada before the Effective Date, including their attributes and geographic extent, will be modified, and will continue as modified, as set out in the Wuikinuxv Treaty.
70. For greater certainty, any aboriginal title of Wuikinuxv anywhere that it may have existed in Canada before the Effective Date, including its attributes and geographic extent, will be modified and continue as the estates in fee simple to those areas identified in the Wuikinuxv Treaty as Wuikinuxv Land.

PURPOSE OF MODIFICATION

71. The purpose of modification referred to in paragraph 69 will be to ensure that as of the Effective Date:
- a. Canada, British Columbia and all other persons can exercise their rights, authorities, jurisdictions and privileges in a manner consistent with the Wuikinuxv Treaty;
 - b. Wuikinuxv has, and can exercise, the Wuikinuxv Section 35 Rights as set out in the Wuikinuxv Treaty, including the attributes and geographic extent of those rights, and the limitations to those rights, to which the Parties will have agreed; and
 - c. Canada, British Columbia and all other persons do not have any obligations with respect to any aboriginal rights, including aboriginal title, that Wuikinuxv may have to the extent that those rights, including title, might be in any way other than, or different in attributes or geographic extent from, the Wuikinuxv Section 35 Rights set out in the Wuikinuxv Treaty.
72. For greater certainty, any aboriginal rights including aboriginal title, that Wuikinuxv may have will not be extinguished, but will be modified and continue as modified as set out in the Wuikinuxv Treaty.

RELEASE OF PAST CLAIMS

73. Wuikinuxv will release Canada, British Columbia and all other persons from all claims, demands, actions, or proceedings, of whatever kind, whether known or

unknown, that Wuikinuxv ever had, has, or may have in the future, relating to or arising from any act or omission before the Effective Date that may have affected, interfered with or infringed any aboriginal right, including aboriginal title, of Wuikinuxv as it may have existed anywhere in Canada before the Effective Date.

INDEMNITIES

74. The Wuikinuxv Treaty will provide that Wuikinuxv will indemnify and forever save harmless Canada or British Columbia, as the case may be, from any and all damages, losses, liabilities, or costs excluding fees and disbursements of solicitors and other professional advisors, that Canada or British Columbia, respectively, may suffer or incur in connection with or as a result of any suit, action, claim, proceeding or demand initiated or made before or after the Effective Date relating to or arising from:
- a. any act or omission by Canada or British Columbia, before the Effective Date, that may have affected, interfered with or infringed any aboriginal right, including aboriginal title, of Wuikinuxv as it may have existed anywhere in Canada before the Effective Date; or
 - b. the existence in Canada of an aboriginal right, including aboriginal title, of Wuikinuxv that is determined to be other than, or different in attributes or geographic extent from, the Wuikinuxv Section 35 Rights set out in the Wuikinuxv Treaty.
75. The Wuikinuxv Treaty will provide that a Party who is the subject of a suit, action, claim, proceeding or demand that may give rise to a requirement to provide payment to that Party under an indemnity as set out in the Wuikinuxv Treaty:
- a. will vigorously defend the suit, action, claim, proceeding or demand; and
 - b. will not settle or compromise the suit, action, claim, proceeding or demand except with the consent of the Party who has granted the indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.

SPECIFIC CLAIMS

76. Nothing in the Wuikinuxv Treaty will preclude Wuikinuxv from pursuing any claims that fall within the scope of Canada's Specific Claims Policy, in accordance with that policy and the *Specific Claims Tribunal Act*.

77. For greater certainty, claims referred to in paragraph 76 will not result in any land being declared to be, or being set aside as, “Lands reserved for the Indians” within the meaning of the *Constitution Act, 1867* for Wuikinuxv, or an Indian Reserve for the use and benefit of Wuikinuxv.

ASSURANCES

78. Wuikinuxv will pursue overlap discussions with neighbouring First Nations and will seek to resolve all overlaps prior to the conclusion of the Wuikinuxv Treaty.

ENTIRE AGREEMENT

79. The Wuikinuxv Treaty will be the entire agreement among the Parties in respect of the subject matter of the Wuikinuxv Treaty and, except as set out in the Wuikinuxv Treaty, there is no representation, warranty, collateral agreement, condition, right or obligation affecting the Wuikinuxv Treaty.
80. The Schedules and Appendices to the Wuikinuxv Treaty form part of the Wuikinuxv Treaty.

NO IMPLIED WAIVER

81. The Wuikinuxv Treaty will provide that a provision of the Wuikinuxv Treaty, or the performance by a Party of an obligation under the Wuikinuxv Treaty, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
82. The Wuikinuxv Treaty will provide that no written waiver of a provision of the Wuikinuxv Treaty, of performance by a Party of an obligation under the Wuikinuxv Treaty or of default by a Party of an obligation under the Wuikinuxv Treaty, will be a waiver of any other paragraph, obligation or subsequent default.

CONSULTATION

83. In respect of a Wuikinuxv Section 35 Right, the following is an exhaustive list of the consultation obligations of Canada and British Columbia:
- a. as provided in the Wuikinuxv Treaty;
 - b. as may be provided in federal or provincial legislation;

- c. as may be provided in an agreement with Wuikinuxv other than the Wuikinuxv Treaty; and
 - d. as may be required under the common law in relation to an infringement of that right.
84. For greater certainty, the exercise of a power or authority, or an action taken, by Canada or British Columbia that is consistent with or in accordance with the Wuikinuxv Treaty is not an infringement of the Wuikinuxv Section 35 Rights and will not be subject to any obligation to consult except as set out in subparagraphs 83a, 83b or 83c.

OBLIGATIONS TO NEGOTIATE

85. The Wuikinuxv Treaty will provide that whenever the Parties are obliged under any paragraph of the Wuikinuxv Treaty to negotiate and attempt to reach agreement, unless the Parties otherwise agree, all Parties will participate in the negotiations.
86. Where the Wuikinuxv Treaty provides that the Parties, or any two of them, “will negotiate and attempt to reach agreement,” those negotiations will be conducted as set out in the Dispute Resolution Chapter, but none of the Parties are obliged to proceed to Stage Three of the Dispute Resolution Chapter unless, in a particular case, they are required to do so under paragraph 26 of the Dispute Resolution Chapter.
87. An agreement, plan, guideline or other document made by a Party or Parties, that is referred to in, or contemplated by, the Wuikinuxv Treaty, including an agreement that is reached as a result of negotiations that under the Wuikinuxv Treaty are required or permitted, is not part of the Wuikinuxv Treaty, is not a treaty or land claims agreement and does not create, recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

PERIODIC REVIEW

88. The Parties recognize and acknowledge that Wuikinuxv Treaty will provide a foundation for an ongoing relationship amongst the Parties and commit to conducting a periodic review of Wuikinuxv Treaty in accordance with paragraphs 89 through 95.
89. Sixty days before each Periodic Review Date, each Party will provide the other Parties with written notice if the Party wishes to discuss a matter contemplated

by paragraph 90, and if no notice is provided by any Party, the Parties will forego engaging in a review for that Review Period.

90. The purpose of the periodic review is to provide an opportunity for the Parties to meet and discuss:
- a. practicability of the harmonization of the Wuikinuxv legal and administrative systems, including law-making authorities that are being exercised by Wuikinuxv under Wuikinuxv Treaty, with those of British Columbia and Canada;
 - b. practicability of processes established by the Parties in accordance with Wuikinuxv Treaty; and
 - c. other matters with respect to the implementation of the provisions of this Agreement as the Parties may agree in writing.
91. Unless the Parties agree otherwise, the discussion under paragraph 90 will take place on the Periodic Review Date and such other dates as the Parties agree, but will not exceed the applicable Review Period, and within 60 days of the end of that discussion each Party will provide the other Parties with its written response on any matter discussed during that Review Period.
92. The periodic review contemplated by paragraphs 89 through 95 and all discussions and information relating to the matter of the periodic review are without prejudice to the respective legal positions of the Parties, unless the Parties otherwise agree, and nothing made or done with respect to a periodic review, including the discussions or the responses provided by the Parties, except for any amendments made pursuant to paragraph 94, creates any legally binding rights or obligations.
93. Except for the Parties commitment to meet and provide written responses as set out in paragraph 91, neither the periodic review process contemplated by paragraphs 89 through 95, nor the decisions and actions of the Parties relating in any way to the periodic review process are:
- a. subject to the process set out in the Dispute Resolution Chapter; or
 - b. reviewable by a court or in any other forum.
94. For greater certainty:
- a. none of the Parties are required to agree to amend Wuikinuxv Treaty or any agreement contemplated by Wuikinuxv Treaty as a result of the periodic review contemplated by paragraphs 89 through 95;

- b. if the Parties agree to amend Wuikinuxv Treaty, any such amendment will be made in accordance with this Chapter; and
 - c. if the Parties agree to amend an agreement contemplated by Wuikinuxv Treaty, the agreement will be amended in accordance with its terms.
95. Each of the Parties will be responsible for its own costs in relation to the periodic review process.

NOTICE

96. Unless the Parties otherwise agree, the Wuikinuxv Treaty may not be assigned, either in whole or in part, by any Party.
97. In paragraphs 98 to 102, “Communication” includes a notice, document, request, response, approval, authorization, confirmation or consent.
98. Except as otherwise provided in the Wuikinuxv Treaty, a Communication must be in writing and be:
- a. delivered personally or by courier;
 - b. transmitted by fax or email; or
 - c. delivered by any method for which confirmation of delivery is provided.
99. A Communication is considered to have been given, made, or delivered, and received:
- a. if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
 - b. if transmitted by fax or email and the sender receives confirmation of the transmission, at the start of business on the business day next following the day on which it was transmitted; or
 - c. if delivered by any method for which confirmation of delivery is provided, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee.

100. In addition to paragraphs 98 and 99, the Parties may agree to give, make, or deliver a Communication by means other than those provided in paragraph 98.
101. The Parties will provide to each other addresses for delivery of Communications under the Wuikinuxv Treaty, and will deliver a Communication to the address provided by each Party.
102. If no other address for delivery of a particular Communication has been provided by a Party, a Communication will be delivered, mailed to the address, or transmitted to the fax number, of the intended recipient as set out below:

For: Canada
Attention: Minister of Aboriginal Affairs and Northern Development
Canada
House of Commons
Room 583, Confederation Building
Ottawa, Ontario
K1A 0A6
Fax Number: (819) 953-4941

For: British Columbia
Attention: Minister of Aboriginal Relations and Reconciliation
Room 310, Parliament Buildings
PO Box 9051 Stn Prov Govt
Victoria, British Columbia
V8W 9E2
Fax Number: (250) 953-4856

For: Wuikinuxv Nation
Attention: Wuikinuxv Government
Address: Wuikinuxv Village,
Rivers Inlet c/o Bag 3500
Port Hardy, BC V0N 2P0
Fax Number: 250-949-8613

103. The Parties will deposit a copy of the Wuikinuxv Treaty and any amendments to the Wuikinuxv Treaty, including any instruments giving effect to an amendment, in the following locations:
- a. by Canada:
 - i. in the Library of Parliament, and
 - ii. the library of the Department of Aboriginal Affairs and Northern Development Canada in the National Capital Region;
 - b. by British Columbia:

- i. in the Legislative Library of British Columbia, and
- ii. in the Office of the Registrar of Land Titles of British Columbia;
- c. by Wuikinuxv in its main office; and
- d. any other location agreed to by the Parties.

**CHAPTER 3
LANDS**

GENERAL

1. On the Effective Date, Wuikinuxv Land will comprise approximately 14,646.46 hectares, including:
 - a. 699.76 hectares, more or less, of former Indian Reserves identified in Appendix B;
 - b. 6,670.4 hectares, more or less, of former provincial Crown land identified in Appendix B;
 - c. 5,667 hectares, more or less, of former provincial Crown land designated as conservancy lands identified in Appendix B;
 - d. 85 hectares, more or less, of former provincial Crown land designated as Class A park identified in Appendix B; and
 - e. 1,524 hectares, more or less, of former provincial Crown land designated as biodiversity areas identified in Appendix B.

2. As soon as practicable after this Agreement is signed, Canada and British Columbia, as appropriate, will seek approval to protect the land referred to in subparagraph 1b and 1e through:
 - a. Part 13 designation under the *Forest Act*;
 - b. Section 16 Map Reserve under the *Land Act*; and
 - c. no staking reserve and no disposition notice under the *Mineral Tenure Act*.

OWNERSHIP OF WUIKINUXV LAND

3. On the Effective Date, Wuikinuxv will own Wuikinuxv Land in fee simple, being the largest estate known in law.

4. Wuikinuxv fee simple ownership of Wuikinuxv Land will not be subject to any condition, proviso, restriction, exception or reservation set out in the *Land Act*, or any comparable limitation under Federal Law or Provincial Law.

5. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will attempt to agree on specific parcels of land within Wuikinuxv Territory, which if acquired by Wuikinuxv in fee simple, will become Wuikinuxv Land.
6. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law doctrine of prescription and the doctrine of the lost modern grant, are abolished in respect of Wuikinuxv Land.
7. If, at any time, any parcel of Wuikinuxv Land, or any estate or interest in a parcel of Wuikinuxv Land, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to Wuikinuxv and it will form part of Wuikinuxv Land.
8. No estate, interest, reservation or exception held by Wuikinuxv or a Wuikinuxv Public Institution in any parcel of Wuikinuxv Land, the indefeasible title to which parcel, under the *Land Title Act*, is not registered in fee simple or subject to an application for registration in fee simple, is subject to attachment, charge, seizure, distress, execution or sale, except:
 - a. pursuant to:
 - i. a lien, charge or other encumbrance in favour of Canada or British Columbia; or
 - ii. the terms of a security instrument granted by Wuikinuxv; or
 - b. if allowed under Wuikinuxv Law made by the Wuikinuxv Government.
9. If Wuikinuxv wishes to dispose of a fee simple estate in a parcel of Wuikinuxv Land it will, prior to the disposition, register the indefeasible title to that parcel under the *Land Title Act* in accordance with the Wuikinuxv Treaty.
10. Except as provided in subparagraph 25b of Appendix D-1 and paragraph 27 of Appendix D-2, or with the consent of Canada and British Columbia in accordance with paragraph 11, Wuikinuxv Land does not cease to be Wuikinuxv Land as a result of any change in ownership of an estate or interest created or Disposed of under subparagraph 25b.
11. After the Effective Date, before Disposing of the estate in fee simple in a parcel of Wuikinuxv Land, Wuikinuxv may request the consent of Canada and British Columbia to having such land removed from Wuikinuxv Land.
12. In considering whether to consent to the removal of a parcel of land from Wuikinuxv Land under paragraph 11, Canada and British Columbia may consider:

- a. necessary jurisdictional, administrative and servicing arrangements;
 - b. the views of any affected Local Government or neighbouring First Nation;
 - c. whether the removal of the land will have an impact on fiscal arrangements negotiated between Wuikinuxv and Canada or British Columbia;
 - d. whether the removal of the land will have any legal or financial implications for Canada or British Columbia; or
 - e. any other matter that Canada or British Columbia considers relevant.
13. If Canada and British Columbia consent to the removal of a parcel of land from Wuikinuxv Land in accordance with paragraph 12 then, on Wuikinuxv's receipt of Canada and British Columbia's consent:
- a. Wuikinuxv will register the parcel of land in the Land Title Office, if it is not registered;
 - b. the parcel of land will cease to be Wuikinuxv Land; and
 - c. Appendix B will be amended in accordance with the General Provisions Chapter.
14. In accordance with the Wuikinuxv Treaty and Wuikinuxv Law, Wuikinuxv may, without the consent of Canada or British Columbia:
- a. Dispose of a fee simple estate in Wuikinuxv Land, other than Wuikinuxv Conservancy Land or Wuikinuxv Park Land; or
 - b. Dispose of a lesser interest in Wuikinuxv Land.
15. For the purposes of subparagraph 14.b, any Disposition of an interest in Wuikinuxv Conservancy Land will be in accordance with and subject to the conditions set out in paragraph 17.

WUIKINUXV CONSERVANCY LAND

- 16. On the Effective Date, Wuikinuxv will make laws to designate the conservancy land in Appendix B as Wuikinuxv Conservancy Land.
- 17. Wuikinuxv will make laws in respect of Wuikinuxv Conservancy Land that will take effect on the Effective Date.

18. Wuikinuxv Law made under paragraph 17 will include standards for the management and operation of Wuikinuxv Conservancy Land that meet or exceed standards established under the *Park Act*, including provision for the following:
 - a. protection and maintenance of biological diversity and natural environments;
 - b. preservation and maintenance of Wuikinuxv social, ceremonial and cultural uses;
 - c. protection and maintenance of recreational values;
 - d. ensuring the development or use of natural resources occurs in a sustainable manner, consistent with the purposes of subparagraphs a, b, and c;
 - e. respect for park use permit agreements existing as of the Effective Date;
 - f. access for members of the public to use Wuikinuxv Conservancy Land;
 - g. consistency with any management plan in existence on the Effective Date or negotiated subsequently by British Columbia and Wuikinuxv;
 - h. compliance with any other agreement in existence on the Effective Date or negotiated by the Parties;
 - i. prohibitions on commercial logging, mining and hydro electric power generation other than local run-of-the-river projects, as defined in the *Park Act*; and
 - j. the regulation and control of public and private individuals in the use of Wuikinuxv Conservancy Land and their natural resources.
19. Notwithstanding paragraphs 25 to 30, Wuikinuxv will manage Wuikinuxv Conservancy Land in a manner consistent with Wuikinuxv Law under paragraph 17 and any collaborative management agreements between British Columbia and Wuikinuxv.
20. Wuikinuxv and British Columbia may explore arrangements, in addition to collaborative management agreements, whereby British Columbia will continue to provide for the management and operation of Wuikinuxv Conservancy Land in accordance with the *Park Act*.
21. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will negotiate provisions regarding Wuikinuxv Park Land.

22. The Wuikinuxv Treaty will contain provisions providing for Wuikinuxv Park Land to be managed and operated according to standards that meet or exceed standards applicable to Class 'A' Parks under Provincial Law.
23. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will discuss means to ensure that Wuikinuxv Land designated as Biodiversity Land is managed under Wuikinuxv Law according to standards that meet or exceed standards applicable to those lands.

EXTERIOR BOUNDARY SURVEYS

24. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will determine the need for any exterior surveys of Wuikinuxv Land, and the timing, order and priority of any such surveys; Canada and British Columbia will, as agreed between them, pay the costs of any such exterior boundary surveys of Wuikinuxv Land.

LAW MAKING

25. Wuikinuxv may make laws in respect of:
 - a. the use of Wuikinuxv Land, including management, planning, zoning and development;
 - b. the creation, ownership and disposition of interests in Wuikinuxv Land;
 - c. expropriation for public purposes or public works by Wuikinuxv of interests in Wuikinuxv Land other than:
 - i. interests, including Rights of Way, granted or continued on the Effective Date, or thereafter replaced under the Wuikinuxv Treaty, unless specifically provided for otherwise in the Wuikinuxv Treaty; and
 - ii. interests expropriated or otherwise acquired by a Federal Expropriating Authority or expropriated by British Columbia or otherwise acquired by a Provincial Expropriating Authority; and
 - d. the establishment and operation of a Wuikinuxv Land title or land registry system:
 - i. for Wuikinuxv Land that is not registered in the Land Title Office; or

- ii. for interests that are not recognized under Federal Law or Provincial Law.
- 26. Wuikinuxv Law under paragraph 25 will provide that Wuikinuxv will provide fair compensation to the owner of the interest and that the expropriation is of the smallest interest necessary for the public purpose or public work.
- 27. Wuikinuxv Law under subparagraph 25b in respect of interests that are recognized under Federal Law or Provincial Law must be consistent with Federal Law and Provincial Law in respect of estates or interests in land.
- 28. Wuikinuxv Law under paragraph 25 prevails to the extent of a Conflict with Federal Law or Provincial Law.
- 29. Notwithstanding paragraph 28, Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under subparagraph 25b with respect to matrimonial real property.
- 30. Wuikinuxv may make laws governing the establishment, amendment, repeal and content of community plans for Wuikinuxv Land.

SUBMERGED LANDS

- 31. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will address Wuikinuxv's jurisdiction over Submerged Lands.
- 32. Except for Submerged Lands as set out in an appendix to the Wuikinuxv Treaty which Wuikinuxv will own, Submerged Lands will not form part of Wuikinuxv Land, and nothing in the Wuikinuxv Treaty will affect British Columbia's ownership of Submerged Lands.
- 33. Submerged Lands which are part of Former Indian Reserves form part of Wuikinuxv Land.
- 34. Wuikinuxv's ownership of Submerged Lands does not include the exclusive right to fish, property rights in fish or the right to allocate fish.

ACCRETIONS TO WUIKINUXV LAND

- 35. Wuikinuxv owns lawful accretions to Wuikinuxv Land.
- 36. If Wuikinuxv provides to Canada and British Columbia a certificate issued by the Surveyor General of British Columbia confirming that there has been lawful

accretion to Wuikinuxv Land, upon receipt of the certificate by Canada and British Columbia, the accreted land will become Wuikinuxv Land and Appendix B will be amended in accordance with the process set out in paragraph 47 of the General Provisions Chapter.

INTERESTS ON WUIKINUXV LAND

37. On the Effective Date, the title of Wuikinuxv to Wuikinuxv Land is free and clear of all interests, except:
- a. those continuing interests as set out in the Wuikinuxv Treaty;
 - b. those interests on former provincial Crown land requiring replacement as set out in the Wuikinuxv Treaty;
 - c. those interests on Former Indian Reserves requiring replacement as set out in the Wuikinuxv Treaty;
 - d. any other interest on Wuikinuxv Land already registered in the Land Title Office; and
 - e. any other interest as set out in the Wuikinuxv Treaty.
38. Subject to paragraph 37, every interest that, before the Effective Date, encumbered or applied to Wuikinuxv Land, ceases to exist.
39. On the Effective Date, Wuikinuxv will grant or issue interests to those persons who are named in the Wuikinuxv Treaty relating to Wuikinuxv Land, in the manner set out in the Wuikinuxv Treaty.

INDEMNITY AND CONFIRMATION

40. British Columbia will indemnify and forever save harmless Wuikinuxv from any damages, losses, liabilities or costs, excluding fees and disbursements of solicitors and other professional advisors, that Wuikinuxv may suffer or incur in connection with or as a result of any claims, demands, actions or proceedings relating to or arising out of:
- a. the omission from the Wuikinuxv Treaty of the name of a person who, immediately before the Effective Date, had an interest in Wuikinuxv Land that had been granted by British Columbia; or

- b. the incorrect naming of a person in the Wuikinuxv Treaty as a person entitled to an interest, where another person was actually entitled, immediately before the Effective Date, to the interest in Wuikinuxv Land that had been granted by British Columbia.
41. For greater certainty, Wuikinuxv does not release Canada from any damages, losses, liability or costs that Canada may otherwise be liable for before the Effective Date in relation to:
- a. the omission in the Wuikinuxv Treaty of the name of an individual who, immediately before the Effective Date, had an interest in or certificate of possession in respect of a Former Indian Reserve that had been granted by Canada; or
 - b. the incorrect naming of an individual in the Wuikinuxv Treaty as an individual entitled to an interest or certificate of possession, where another individual was actually entitled, immediately before the Effective Date, to the interest or the certificate of possession in respect of a Former Indian Reserve that had been granted by Canada.

SITE REMEDIATION ON WUIKINUXV LAND

42. If, after the Effective Date, Wuikinuxv decides to develop a site identified in the Wuikinuxv Treaty as a potential Contaminated Site, it will provide notice of such development to British Columbia.
43. After receiving notice in accordance with paragraph 42, British Columbia will inspect the applicable site and if it is determined that such site is a Contaminated Site, British Columbia will undertake or cause to be undertaken appropriate remediation of the site in accordance with the *Environmental Management Act* and paragraph 44.
44. In determining whether a site referred to in paragraph 42 is a Contaminated Site and in determining the extent of the appropriate remediation of such site, the use of that site is deemed to be the use described in the Wuikinuxv Treaty.
45. British Columbia or any person undertaking the inspection or remediation of a site under paragraph 43 will provide Wuikinuxv with:
- a. notice before commencing any inspection or remediation; and
 - b. the opportunity to observe any inspection or remediation.

46. Nothing in the Wuikinuxv Treaty limits the ability of British Columbia to recover the costs incurred in inspecting and remediating a site referred to in paragraph 42 from any third party determined to be a responsible person under Provincial Law in respect of the Contamination of any such site.
47. British Columbia is not liable in respect of the Contamination of any site referred to in paragraph 42 that occurs after the Effective Date.
48. The transfer of former federal Crown land to Wuikinuxv in accordance with the Wuikinuxv Treaty does not, in and of itself, result in British Columbia being determined to be a responsible person under Provincial Law in respect of any potential Contamination of any former federal Crown land.
49. British Columbia is not required to prepare and provide a Site Profile for any lands transferred to Wuikinuxv in accordance with the Wuikinuxv Treaty.

ADDITIONS TO WUIKINUXV LAND

50. Wuikinuxv may request that Canada and British Columbia consent to a parcel of land being added to Wuikinuxv Land.
51. British Columbia will consider a request by Wuikinuxv to add a parcel of land to Wuikinuxv Land, made in accordance with paragraph 50, if:
 - a. the estate in fee simple to that parcel of land is owned by Wuikinuxv, a Wuikinuxv Public Institution or a Wuikinuxv Corporation and such owner provides written consent;
 - b. the parcel of land is within Wuikinuxv Territory; and
 - c. the parcel of land is in an area outside of the boundaries of a municipality or is within the boundaries of a municipality and that municipality provides written consent.
52. Canada will consider a request by Wuikinuxv to add a parcel of land to Wuikinuxv Land, made in accordance with paragraph 50, if:
 - a. the estate in fee simple to that parcel of land is owned by Wuikinuxv;
 - b. the parcel of land is located within Wuikinuxv Territory; and
 - c. the parcel of land is in an area free from overlap with another First Nation unless that other First Nation consents.

53. In addition to the matters described in paragraphs 51 and 52, in determining whether to consent to a request received in accordance with 50, Canada and British Columbia may take into account other matters that they consider relevant.
54. Canada and British Columbia will notify Wuikinuxv once a decision has been made under paragraph 50 and, if Canada and British Columbia agree to the addition of the parcel to Wuikinuxv Land, Appendix B will be amended in accordance with paragraph 47 of the General Provisions Chapter.
55. Nothing in paragraphs 50 to 52 obligates Canada or British Columbia to pay any costs associated with the purchase, transfer or related costs concerning the additions of lands to Wuikinuxv Land.

INTERESTS ON ADDED LANDS

56. Wuikinuxv will own the Subsurface Resources on land that is added to Wuikinuxv Land under paragraph 50 if:
 - a. the fee simple title includes ownership of the Subsurface Resources; or
 - b. British Columbia owns the Subsurface Resources and British Columbia and Wuikinuxv agree.
57. A parcel of land added to Wuikinuxv Land under paragraphs 52 to 56 will continue to be subject to any interest existing immediately before the parcel of land becomes Wuikinuxv Land, unless the holder of such interest otherwise agrees in writing.
58. If Wuikinuxv adds land to Wuikinuxv Land under paragraph 50, the land will, if necessary, be surveyed in accordance with the procedure set out in the Wuikinuxv Treaty, and the Parties will amend Appendix B in accordance with paragraph 47 of the General Provisions Chapter to reflect the addition of the land, and the land will become Wuikinuxv Land when the amendment takes effect.

OTHER MATTERS

59. Unless otherwise agreed by the Wuikinuxv, Canada and British Columbia, neither Canada nor British Columbia is responsible for the costs associated with the survey, registration and transfer of any parcel of land acquired by Wuikinuxv following the Effective Date.

PROVINCIAL EXPROPRIATION OF WUIKINUXV LAND

60. British Columbia and Wuikinuxv agree that as a general principle Wuikinuxv Land will not be expropriated.
61. If a Provincial Expropriating Authority has determined that it requires an interest or estate in Wuikinuxv Land, the Provincial Expropriating Authority will make reasonable efforts to acquire the interest or estate through agreement with Wuikinuxv.
62. Notwithstanding paragraph 60 and 61, and paragraph 6 in the Environmental Management and Environmental Assessment Chapter, a Provincial Expropriating Authority may expropriate Wuikinuxv Land in accordance with Appendix D-1.
63. If Wuikinuxv transfers the estate in fee simple in a parcel of Wuikinuxv Land to any person other than to:
- a. an Wuikinuxv Citizen;
 - b. an Wuikinuxv Institution; or
 - c. an Wuikinuxv Corporation,
- expropriation of any interest in that parcel will occur in accordance with Federal Law or Provincial Law and is not subject to paragraphs 60 to 62 and paragraphs 65 to 67 or Appendix D, except paragraph 16 of Appendix D-1 and paragraph 16 of Appendix D-2.
64. An expropriation of Wuikinuxv Land by a Provincial Expropriating Authority will be the most limited estate or interest in Wuikinuxv Land necessary and will be expropriated for the shortest time possible.

FEDERAL EXPROPRIATION OF WUIKINUXV LAND

65. Canada and Wuikinuxv agree that as a general principle Wuikinuxv Land will not be expropriated.
66. Notwithstanding paragraph 65, any interest in Wuikinuxv Land may be expropriated by a Federal Expropriating Authority in accordance with Federal Law, Appendix D-2 and with the consent of the Governor-in-Council.
67. Nothing in the Wuikinuxv Treaty affects or limits the application of the *Emergencies Act*, and the *Emergencies Act* will continue to apply in all aspects to Wuikinuxv Land.

ADDITIONS FOR WUIKINUXV PUBLIC PURPOSES

68. For greater certainty, Wuikinuxv may request that British Columbia transfer provincial Crown land or an interest in provincial Crown land to Wuikinuxv for a public purpose, and if British Columbia agrees, the interest in provincial Crown land will be transferred to Wuikinuxv at market value.

COMMERCIAL RECREATION TENURE

69. After signing of this Agreement, and prior to the conclusion of the Wuikinuxv Treaty, British Columbia is prepared to enter into a commercial recreation memorandum of understanding to reserve lands, remove lands from disposition under Section 17 of the *Land Act*, for future commercial recreation development by Wuikinuxv. British Columbia and Wuikinuxv will jointly prepare a “Term Sheet” which broadly defines topic areas for discussion and possible inclusion in the commercial recreation memorandum of understanding.
70. Wuikinuxv may apply to British Columbia for commercial recreation tenures with respect to the lands that have been designated in accordance with paragraph 69 or other lands within its traditional territory.
71. British Columbia will adjudicate any commercial recreation application by Wuikinuxv in accordance with existing provincial policy and legislative requirements, and if appropriate, will offer a tenure to Wuikinuxv.
72. Any commercial recreation tenure or other authorization that may be issued by the Minister to Wuikinuxv will contain the standard terms and conditions for such tenures and authorizations.

**CHAPTER 4
LAND TITLE REGISTRATION**

1. The Wuikinuxv Treaty will include provisions to allow for Wuikinuxv Land to be registered in a land title or registry system as agreed to by the Parties.
2. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will discuss registration of interests on Wuikinuxv Land to replace those interests existing immediately before the Effective Date.
3. If, in accordance with the terms of the Wuikinuxv Treaty, Wuikinuxv elects to register Wuikinuxv Land and interests in those lands in a provincial Land Title Office under the Land Title Act, notwithstanding any provision contained in the Land Title Act or any other Provincial Law, no fees, including the provision of a State of Title Certificate and any applicable fees related to Survey Instructions, examination and recording, are payable by any Party to the Land Title and Survey Authority on or after the Effective Date in respect of:
 - a. the first registration of the indefeasible title to any pre-Effective Date transfer of lands that was made in accordance with an early land transfer or an interim treaty agreement with Wuikinuxv;
 - b. the first registration of indefeasible title to any lands described in the Lands Chapter in the name of Wuikinuxv; and
 - c. the first registration of all interests, except Public Utility interests, as described in the Lands Chapter.
4. The Wuikinuxv Treaty will include provisions that, should Wuikinuxv want to use a registry system other than that used by the Land Title and Survey Authority, that registry system will provide substantially equivalent clarity, protection and security to third parties or interest holders on former provincial Crown land and Non-Citizens and Public Utilities on former federal Crown Land, as that provided by registerable instruments described in the Land Title Act. Should Wuikinuxv choose to use a land title or registry system other than that used by the Land Title and Survey Authority, Wuikinuxv will be responsible for paying all associated costs.

**CHAPTER 5
SUBSURFACE RESOURCES**

GENERAL

1. On the Effective Date, Wuikinuxv will own all Subsurface Resources on and under Wuikinuxv Land where, prior to the Effective Date, Canada or British Columbia owned the Subsurface Resources.
2. Wuikinuxv ownership of Subsurface Resources under paragraph 1 is subject to the Subsurface Resource tenures set out in the Wuikinuxv Treaty.
3. Wuikinuxv, as owner of Subsurface Resources, has the exclusive authority to set fees, rents, royalties and other charges, except taxes, for exploration, development, extraction and production of Subsurface Resources owned by Wuikinuxv.
4. For greater certainty, Wuikinuxv Land, other than those lands subject to Subsurface Resource tenures identified in the Wuikinuxv Treaty, are not “mineral lands” within the meaning of the *Mineral Tenure Act*.
5. For greater certainty, Subsurface Resources owned by Wuikinuxv will not be developed without the consent of Wuikinuxv, and nothing in the Wuikinuxv Treaty will limit Wuikinuxv’s ability to set, by contract, terms and conditions for exploration, development, extraction and production of Subsurface Resources owned by Wuikinuxv, provided such terms and conditions are not inconsistent with Federal Law and Provincial Law.
6. Paragraph 3 does not limit British Columbia from collecting and receiving fees or other payments for administering under Provincial Law the exploration, development, extraction and production of Subsurface Resources on and under Wuikinuxv Land.
7. Nothing in the Wuikinuxv Treaty will confer authority on Wuikinuxv to make laws in relation to:
 - a. the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information;
 - b. spacing and target areas related to petroleum and natural gas, and conservation and allocation of petroleum and natural gas among parties having interests in the same reservoir;

- c. the protection and reclamation of land and water courses, with respect to Subsurface Resource exploration, development and production;
 - d. the closure, reclamation or abandonment of mines; and
 - e. Subsurface Resource tenures listed in the Wuikinuxv Treaty or Subsurface Resources associated with those tenures.
8. Notwithstanding paragraph 25 of the Lands Chapter, Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law relating to Subsurface Resources.

SUBSURFACE RESOURCE TENURES

9. Any Subsurface Resource tenure listed in the Wuikinuxv Treaty and the Subsurface Resources associated with those Subsurface Resource tenures will:
- a. continue in accordance with Provincial Law and the Wuikinuxv Treaty; and
 - b. be administered by British Columbia in accordance with Provincial Law and the Wuikinuxv Treaty,
- as if the Subsurface Resource tenures were vested in or reserved to British Columbia.
10. British Columbia will:
- a. ensure that any rents or royalties applicable to the Subsurface Resource tenures listed in the Wuikinuxv Treaty and the Subsurface Resources associated with those Subsurface Resource tenures that British Columbia would have been entitled to receive after the Effective Date if those Subsurface Resource tenures were held by British Columbia, and any interest earned on those rents and royalties, will be paid to Wuikinuxv; and
 - b. retain any fees, charges or other payments for administrative purposes applicable to Subsurface Resource tenures and Subsurface Resources associated with those tenures under Provincial Law.
11. Wuikinuxv does not have the authority to establish fees, rents, royalties or other charges in relation to Subsurface Resource tenures listed in the Wuikinuxv Treaty or the exploration, development, extraction or production of Subsurface Resources associated with those Subsurface Resource tenures.

12. In administering the Subsurface Resource tenures listed in the Wuikinuxv Treaty, British Columbia may grant, as necessary, any related extensions, renewals, continuations or replacements and issue any further rights as the Subsurface Resource tenures are developed.
13. In administering the Subsurface Resource tenures listed in the Wuikinuxv Treaty, British Columbia will notify Wuikinuxv before changing or eliminating any rents or royalties applicable to the Subsurface Resource tenures and Subsurface Resources associated with those tenures.
14. Wuikinuxv and British Columbia may enter into agreements for management and administration by British Columbia of Subsurface Resources owned by Wuikinuxv.
15. Wuikinuxv Land will be treated as private land under Provincial Law respecting Subsurface Resources for the purposes of determining access issues and compensation rights associated with any proposed entrance, occupation or use of the surface by holders of Subsurface Resource tenures.
16. For greater certainty, any disagreements between holders of Subsurface Resource tenures and owners of Wuikinuxv Land respecting entrance, occupation or use of an area of Wuikinuxv Land may be resolved under Provincial Law relating to entrance and compensation disputes involving Subsurface Resources.
17. If a Subsurface Resource tenure forfeits, is abandoned or surrendered to British Columbia under Provincial Law, the Subsurface Resources associated with that tenure and the Wuikinuxv Land are no longer subject to that Subsurface Resource tenure, and for greater certainty, the Wuikinuxv Land subject to the Subsurface Resource tenure will not be “mineral lands” within the meaning of the *Mineral Tenure Act*.

**CHAPTER 6
CROWN CORRIDORS AND ROADS**

LAW MAKING

1. Wuikinuxv may make laws in respect of traffic, parking, transportation and highways on Wuikinuxv Land to the same extent as municipal governments have authority to make laws in respect of traffic, parking, transportation and highways in municipalities in British Columbia.
2. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under paragraph 1.

WUIKINUXV ROADS

3. Wuikinuxv Roads are part of Wuikinuxv Land.
4. Wuikinuxv Roads are administered and controlled by Wuikinuxv.
5. Wuikinuxv is responsible for the maintenance and repair of Wuikinuxv Roads.
6. Subject to the Wuikinuxv Treaty, Wuikinuxv Roads are open to the public unless designated otherwise by Wuikinuxv.
7. Wuikinuxv may temporarily close Wuikinuxv Roads for safety, public order or cultural reasons.
8. Wuikinuxv may permanently close a Wuikinuxv Road.
9. Before Wuikinuxv permanently closes a Wuikinuxv Road, Wuikinuxv will:
 - a. provide public notice and an opportunity for affected persons to make representations to Wuikinuxv; and
 - b. notify the operators of Public Utilities whose facilities or works may be affected.
10. Wuikinuxv will grant rights for the use of and access to designated Wuikinuxv Roads set out in the Wuikinuxv Treaty.

CROWN CORRIDORS

11. Crown Corridors are not part of Wuikinuxv Land and are owned by British Columbia. The width of Crown Corridors is 30 metres unless otherwise specified in the Wuikinuxv Treaty.
12. If British Columbia determines that it no longer requires any portion of a Crown Corridor identified in the Wuikinuxv Treaty, it will transfer the estate in fee simple, including the Subsurface Resources if owned by British Columbia, in that portion of the Crown Corridor to Wuikinuxv.
13. Upon Wuikinuxv acquiring land under paragraph 12, and at the request of Wuikinuxv, the land will become Wuikinuxv Land and Appendix B will be amended in accordance with the process set out in paragraph 47 of the General Provisions Chapter.
14. British Columbia will Consult with Wuikinuxv regarding new uses or major road construction within Crown Corridors adjacent to Wuikinuxv Land.

REALIGNMENT OF CROWN CORRIDORS

15. British Columbia may request that a portion of a Crown Corridor be realigned onto Wuikinuxv Land, and if:
 - a. the realignment is reasonably suitable for use as a Crown Corridor;
 - b. British Columbia pays all reasonable costs associated with decommissioning that portion of the Crown Corridor; and
 - c. British Columbia and Wuikinuxv reach agreement on the value of the land exchange,

Wuikinuxv will not unreasonably refuse to provide its consent to the realignment.

16. If Wuikinuxv requires a portion of a Crown Corridor for another purpose, Wuikinuxv may request that a portion of a Crown Corridor be realigned, and if:
 - a. the realignment is reasonably suitable for use as a corridor of a comparable standard considering construction, maintenance, operation and costs;
 - b. Wuikinuxv pays all reasonable costs, including costs of design, planning, supervision, land and construction; and

- c. British Columbia and Wuikinuxv reach agreement on the value of the land exchange,

British Columbia will not unreasonably refuse to undertake the realignment.

- 17. If a Crown Corridor is realigned as a result of a consent provided by Wuikinuxv or British Columbia under paragraph 15 or 16:

- a. any portion of a Crown Corridor transferred to Wuikinuxv will cease to be a Crown Corridor and will become Wuikinuxv Land; and
- b. any Wuikinuxv Land transferred to British Columbia will cease to be Wuikinuxv Land and will become a Crown Corridor,

and, upon any such transfer, the Wuikinuxv Treaty is deemed to be amended to reflect such realignment.

CONSULTATION REGARDING TRAFFIC REGULATION

- 18. At the request of Wuikinuxv, British Columbia will Consult with Wuikinuxv in respect of the regulation by British Columbia of traffic and transportation on a Crown Corridor adjacent to a developed area on Wuikinuxv Land.

ACCESS AND SAFETY REGULATION

- 19. Nothing in the Wuikinuxv Treaty limits the authority of British Columbia to regulate all matters relating to:
 - a. the location and design of intersecting Wuikinuxv Roads giving access to Crown Corridors from Wuikinuxv Land, including:
 - i. regulating or requiring signs, signals, or other traffic control devices;
 - ii. regulating or requiring merging lanes, on ramps and off ramps; or
 - iii. requiring contributions to the cost of the matters referred to in i. and ii, and;
 - b. the height and location of structures on Wuikinuxv Land immediately adjacent to Crown Corridors, but only to the extent reasonable required to protect the safety of users.

20. British Columbia will provide Wuikinuxv with any licence, permit or approval required under Provincial Law to join or intersect a Crown Corridor with a Wuikinuxv Road if:
 - a. the application for the required licence, permit or approval complies with Provincial Law, including the payment of any prescribed fees; and
 - b. the intersecting Wuikinuxv Road complies with standards established under Provincial Law for equivalent Crown Corridors.
21. Wuikinuxv will Consult with British Columbia on any access or public safety issue associated with land use decision relating to the development of Wuikinuxv Land adjacent to Crown Corridors, including the height and location of structures on Wuikinuxv Land immediately adjacent to Crown Corridors.

PUBLIC UTILITIES

22. Wuikinuxv will issue grants for Public Utility Rights of Way identified in the Wuikinuxv Treaty.
23. With the prior written approval of Wuikinuxv, a Public Utility may extend or locate and install new distribution works on Wuikinuxv Land on substantially the same terms and conditions as contained in an Appendix to the Wuikinuxv Treaty where extended or new works are necessary to meet demand for service on or off Wuikinuxv Land.
24. With the prior written approval of Wuikinuxv, a Public Utility may extend or locate and install new transmission works on Wuikinuxv Land on substantially the same terms and conditions as contained in an Appendix to the Wuikinuxv Treaty where extended or new transmission works are necessary to meet demand for service on Wuikinuxv Land.
25. Wuikinuxv will not unreasonably withhold approval for works referred to in paragraph 23 or paragraph 24.
26. Nothing in paragraph 23 requires a Public Utility to obtain the approval of Wuikinuxv for usual service extensions or connections to Public Utility works or to deliver and manage service to customers of a Public Utility.
27. Wuikinuxv Law will not apply to the regulation of the business of a Public Utility, or the planning, development, construction, repair, maintenance, operation or decommissioning of a Public Utility's authorized works.

28. Without limiting the generality of paragraph 27, Wuikinuxv Law and Wuikinuxv's use or occupation of Wuikinuxv Land will not impair or frustrate:
 - a. a Public Utility's authorized use or occupation of its Public Utility Right of Way or the Public Utility's works located on its Public Utility Right of Way;
or
 - b. a Public Utility's authorized use or occupation of Wuikinuxv Land or the Public Utility's works located on Wuikinuxv Land.
29. Public Utility Rights of Way established after the Effective Date on or adjacent to Wuikinuxv Land will be subject to the provisions of the Wuikinuxv Treaty.
30. Notwithstanding paragraph 64 of the Lands Chapter, where the Provincial Expropriating Authority is a Public Utility, the Public Utility will have the right to use and occupy the expropriated interest or estate, on substantially the same terms and conditions as contained in an Appendix to the Wuikinuxv Treaty.

**CHAPTER 7
FOREST RESOURCES**

GENERAL

1. On the Effective Date, Wuikinuxv owns the Forest Resources on Wuikinuxv Land.
2. Wuikinuxv, as owner, has exclusive authority to determine, collect and administer any fees, rents or other charges, except taxes, relating to the harvesting of Forest Resources on Wuikinuxv Land.
3. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will negotiate provisions for Wuikinuxv to harvest Timber on provincial Crown land within Wuikinuxv Territory for domestic purposes.

WUIKINUXV LAW

4. Wuikinuxv may make laws with respect to Forest Resources, Forest Practices and Range Practices on Wuikinuxv Land.
5. The standards prescribed by Wuikinuxv Law made under paragraph 4 will meet or exceed provincial forest standards applicable to Private Land under Provincial Law.
6. Forest standards prescribed by Wuikinuxv Law under paragraph 4, if they are no more intrusive to the environment than the forest standards established under Provincial Law for Private Land, will be deemed to meet or exceed forest standards established under Provincial Law applicable to Private Land.
7. Subject to paragraph 8, Wuikinuxv Law under paragraph 4 prevails to the extent of a Conflict with Federal Law or Provincial Law.
8. Provincial Law relating to wildfire and forest health prevails to the extent of a Conflict with Wuikinuxv Law under paragraph 4.

TIMBER MARKING AND SCALING

9. Nothing in the Wuikinuxv Treaty will confer authority on Wuikinuxv to make laws in respect of timber marks, timber marking or timber scaling.

MANUFACTURING AND EXPORT OF TIMBER

10. Timber harvested from Wuikinuxv Land will not be subject to any requirement under Provincial Law for use or manufacture in British Columbia.
11. Wuikinuxv may export Logs harvested from Wuikinuxv Land pursuant to Federal Law and federal policy.

WILDFIRE SUPPRESSION AND CONTROL

12. Subject to the Wildfire Suppression Agreement entered into in accordance with paragraph 13 and to paragraphs 14 and 18, Provincial Law in respect of the protection of resources from wildfire and for wildfire prevention and control applies to Wuikinuxv Land as Private Land.
13. On the Effective Date, the Parties will enter into a Wildfire Suppression Agreement that will set out how the Parties will share the costs incurred by British Columbia for wildfire control on Wuikinuxv Land for wildfires that originate on Wuikinuxv Land.
14. Subject to paragraph 15 and to the limitations on the scope of Wuikinuxv's responsibility to pay wildfire control costs set out in the Wildfire Suppression Agreement, Wuikinuxv will be responsible for one third of the costs incurred by British Columbia for wildfire control on Wuikinuxv Land for wildfires that originate on Wuikinuxv Land.
15. If Wuikinuxv causes or contributes to the spread of any wildfire due to its own negligence or willful misconduct, Wuikinuxv's responsibility for costs is not limited by paragraph 14.
16. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will discuss how the Wuikinuxv Treaty or the Wildfire Suppression Agreement will address responsibility for wildfire control costs, if the cause or spread of any wildfire is due to the negligence or willful misconduct of any Party.
17. For greater certainty, the responsibility of Wuikinuxv under paragraph 14 for the costs incurred by British Columbia for wildfire control does not include responsibility for any costs associated with wildfire control off Wuikinuxv Land.
18. British Columbia will respond to a wildfire originating on Wuikinuxv Land on the same priority basis as for provincial Crown land and in accordance with any priorities set by the Minister.
19. For the purposes of paragraph 13:

- a. unless terminated at the written request of Wuikinuxv, the Wildfire Suppression Agreement will remain in effect between Wuikinuxv and British Columbia, on the same terms, subject to those terms which Wuikinuxv and British Columbia negotiate on a periodic basis; and
 - b. Canada's participation in the Wildfire Suppression Agreement will be limited to assuming a share of costs under that agreement for a period of 10 years commencing on the Effective Date.
20. Subject to any cost-sharing arrangement that may be in effect between Canada and British Columbia regarding wildfire suppression on land provided pursuant to land claims agreements, Canada and British Columbia may, at their respective discretion, enter into new agreements from time to time with respect to Canada's continuing participation in a Wildfire Suppression Agreement following the 10 year period referred to in subparagraph 19b.
21. Nothing in paragraph 13 or paragraph 14 limits the ability of any Party to pursue legal action against third parties.
22. At the request of Wuikinuxv, or in accordance with Provincial Law, British Columbia may enter on Wuikinuxv Land and assist in the provision of, or the carrying out, wildfire control.

FOREST AND RANGE HEALTH

23. If Canada, British Columbia or Wuikinuxv becomes aware of insects, diseases, invasive plants, animals or abiotic factors on Crown land that may threaten the health of Forest Resources on Crown land or on Wuikinuxv Land, Canada, British Columbia or Wuikinuxv, as the case may be, will notify the other Parties.
24. Following notification under paragraph 23, Wuikinuxv and British Columbia may develop an appropriate and reasonable cooperative response to minimize the impacts of such insects, diseases, invasive plants, animals or abiotic factors on Forest Resources on Wuikinuxv Land or provincial Crown land.
25. The Wuikinuxv Treaty will set out arrangements between British Columbia and Wuikinuxv for the management and control of forest health on Wuikinuxv Land.
26. British Columbia and Wuikinuxv agree to share information with respect to Forest Practices and Range Practices on Wuikinuxv Land and on provincial Crown land immediately adjacent to Wuikinuxv Land from time to time.

27. For greater certainty, nothing in the Wuikinuxv Treaty limits the application of Federal Law or Provincial Law in relation to the health of Forest Resources.

DISPOSITION OF THIRD PARTY RIGHTS

28. Except as provided in the Wuikinuxv Treaty, British Columbia will ensure that on the Effective Date, any portion of:
- a. any agreement under the *Forest Act* and the *Range Act*, and
 - b. any plan, permit or authorization associated with any agreement under the *Forest Act* and the *Range Act*,

that applies to Wuikinuxv Land ceases to be valid.

OBLIGATIONS EXISTING BEFORE EFFECTIVE DATE

29. Unless otherwise requested by Wuikinuxv, British Columbia will ensure that any obligations on Wuikinuxv Land in respect of Forest Practices and Range Practices will be fulfilled in accordance with Provincial Law.
30. Wuikinuxv will provide access to Wuikinuxv Land at no cost to British Columbia and to any tenure holder whose rights under paragraph 28 cease to be valid, and to their respective employees, agents, contractors, successors or assigns, so that they may fulfill the obligations referred to in paragraph 29.

FOREST RESEARCH PLOTS

31. On the Effective Date, Wuikinuxv will grant British Columbia licences, in the form provided in an Appendix to the Wuikinuxv Treaty, to enter onto Wuikinuxv Land for the purpose of conducting forestry related studies, tests and experiments for those research installations and growth and yield sites respectively identified for illustrative purposes as “Research Installations” and “Growth and Yield Sites” in the Wuikinuxv Treaty.

**CHAPTER 8
GATHERING**

GENERAL

1. Wuikinuxv has the right to gather Plants for Domestic Purposes within the Wuikinuxv Plant Gathering Area in accordance with the Wuikinuxv Treaty. For greater certainty this includes the right to gather Plants for the purpose of making household goods and apparel.
2. The Wuikinuxv Right to Gather Plants is limited by measures necessary for conservation, public health or public safety.
3. Wuikinuxv cannot Dispose of the Wuikinuxv Right to Gather Plants.
4. Except as otherwise provided by Wuikinuxv Law, all Wuikinuxv Citizens may exercise the Wuikinuxv Right to Gather Plants throughout the year.
5. The Minister retains authority for Plants, their management, conservation and habitat and will exercise that authority in a manner that is consistent with the Wuikinuxv Treaty.

INCIDENTAL USE OF RESOURCES

6. Wuikinuxv Citizens may, in accordance with the Wuikinuxv Treaty, use resources on provincial Crown land within the Wuikinuxv Plant Gathering Area for purposes reasonably incidental to the exercise of the Wuikinuxv Right to Gather Plants, subject to Federal Law and Provincial Law.

TRADE AND BARTER

7. Wuikinuxv has the right to Trade and Barter, among themselves or with other aboriginal people of Canada, any Plants or household goods and apparel made from Plants gathered under the Wuikinuxv Right to Gather Plants.
8. The Wuikinuxv right to Trade and Barter under paragraph 7 is held by Wuikinuxv and cannot be alienated.
9. Except as provided by Wuikinuxv Law under paragraph 11, all Wuikinuxv Citizens may exercise the Wuikinuxv right to Trade and Barter under paragraph 7.

LICENCES AND FEES

10. Wuikinuxv Citizens are not required to have federal or provincial licences or to pay any fees or royalties to Canada or British Columbia relating to the Wuikinuxv Right to Gather Plants.

LAW-MAKING

11. Wuikinuxv may make laws in respect of the Wuikinuxv Right to Gather Plants for the:
 - a. distribution of gathered Plants among Wuikinuxv Citizens;
 - b. designation of Wuikinuxv Citizens to gather Plants;
 - c. Trade or Barter of Plants and household goods and apparel made from Plants gathered under paragraph 7; and
 - d. other matters as the Parties may agree.
12. Wuikinuxv Law under paragraph 11 prevails to the extent of a Conflict with Federal Law or Provincial Law.
13. Wuikinuxv will make laws to require all Wuikinuxv Citizens who gather Plants under the Wuikinuxv Right to Gather Plants to comply with any conservation measures established by the Minister, including any Gathering Plan required under paragraph 21.
14. Wuikinuxv will make laws to require all Wuikinuxv Citizens who gather Plants or transport Plants under the Wuikinuxv Right to Gather Plants, to carry documentation issued by Wuikinuxv and produce that documentation on request by an authorized individual, if documentation is required under Federal Law or Provincial Law.
15. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under paragraph 14.

DOCUMENTATION

16. Wuikinuxv will issue documentation to all Wuikinuxv Citizens who gather Plants or transport Plants under the Wuikinuxv Right to Gather Plants, if documentation is required under Federal Law or Provincial Law.
17. Documentation issued by Wuikinuxv under paragraph 16 will:
 - a. be in the English language, which version is authoritative, and at the discretion of the Wuikinuxv, in 'Wuik'ala;
 - b. include the name of the Wuikinuxv Citizen; and
 - c. meet any other requirements agreed to by Wuikinuxv and British Columbia.

REASONABLE OPPORTUNITY

18. British Columbia may authorize uses of or Dispose of provincial Crown land, and any authorized use or Disposition may affect the methods, times and locations of the gathering of Plants under the Wuikinuxv Right to Gather Plants, provided that British Columbia ensures that those authorized uses or Dispositions do not deny Wuikinuxv the reasonable opportunity to gather Plants under the Wuikinuxv Right to Gather Plants.
19. For the purposes of paragraph 18, British Columbia and Wuikinuxv, prior to the conclusion of the Wuikinuxv Treaty, will negotiate and attempt to reach agreement on a process to evaluate the impact of authorized uses or Dispositions of provincial Crown land on Wuikinuxv's reasonable opportunity to gather Plants under the Wuikinuxv Right to Gather Plants.
20. The Wuikinuxv Right to Gather Plants will be exercised in a manner that does not interfere with authorized uses or Dispositions of provincial Crown land existing on the Effective Date or authorized in accordance with paragraph 18.

CONSERVATION

21. The Minister may, for conservation, public health or public safety reasons, require Wuikinuxv to prepare a Gathering Plan.
22. If a Gathering Plan is required under paragraph 21, Wuikinuxv will exercise the Wuikinuxv Right to Gather Plants in accordance with that Gathering Plan or any Provincial Protected Area management plan.

MONUMENTAL CEDAR AND CYPRESS

23. Within one year of the Effective Date, British Columbia and Wuikinuxv will enter into an agreement to provide Wuikinuxv with the ability to harvest Monumental Cedar and Cypress in Wuikinuxv Territory for Cultural Purposes on:
- a. Wuikinuxv Conservancy Land;
 - b. provincial Crown land designated as conservancy under Provincial Law, and
 - c. other provincial Crown land identified in the Wuikinuxv Treaty.
24. The harvest of Monumental Cedar and Cypress under subparagraphs 23.a and 23.b, will be in accordance with any management plan for that conservancy and a park use permit on any conservancy designated under Provincial Law.
25. A Monumental Cedar and Cypress harvest agreement entered into under paragraph 23 will provide that:
- a. British Columbia and Wuikinuxv identify an annual allocation of Monumental Cedar and Cypress required to address Wuikinuxv's requirement for Monumental Cedar and Cypress for Cultural Purposes;
 - b. if the annual allocation for Monumental Cedar and Cypress is not harvested in any given year, that unused portion of the annual allocation cannot be added to the annual allocation for subsequent years;
 - c. Wuikinuxv will make reasonable efforts to manage Wuikinuxv Land to provide opportunities for an annual harvest of Monumental Cedar and Cypress for Cultural Purposes from Wuikinuxv Land;
 - d. Wuikinuxv will contribute suitable and adequate Monumental Cedar and Cypress located on Wuikinuxv Land to the annual allocation of Monumental Cedar and Cypress to be harvested by Wuikinuxv for Cultural Purposes; and
 - e. Wuikinuxv will harvest Monumental Cedar and Cypress for Cultural Purposes from the following sources and in the following order:
 - i. Wuikinuxv Land not designated as Wuikinuxv Conservancy Land,

- ii. any commercial timber licence held by Wuikinuxv or a Wuikinuxv Corporation,
 - iii. Wuikinuxv Conservancy Land,
 - iv. other provincial Crown land identified in the Wuikinuxv Treaty, and
 - v. conservancies in Wuikinuxv Territory designated under Provincial Law.
26. British Columbia is not responsible for the costs associated with the harvest by Wuikinuxv of Monumental Cedar and Cypress.
27. Wuikinuxv will provide reasons to British Columbia if Wuikinuxv determines that the Monumental Cedar and Cypress, available under subparagraphs 25.e.i to 25.e.iii is not suitable or adequate for Cultural Purposes, before harvesting Monumental Cedar and Cypress from the provincial Crown land identified in the Wuikinuxv Treaty.
28. Wuikinuxv will develop a plan for the harvest of any Monumental Cedar and Cypress from provincial Crown land identified in the Wuikinuxv Treaty, including the location and timing of when the trees will be felled and transported.
29. British Columbia is not responsible for the transport of any harvest by Wuikinuxv of Monumental Cedar and Cypress from provincial Crown land identified in the Wuikinuxv Treaty.

**CHAPTER 9
WATER**

1. The Wuikinuxv Treaty will not alter Federal Law or Provincial Law in respect of proprietary interests in water.
2. Storage, diversion, extraction or use of water and Groundwater will be in accordance with Federal Law and Provincial Law.
3. Wuikinuxv may sell water in accordance with Federal Law and Provincial Law that permit the sale of water.
4. The Wuikinuxv Treaty will include provisions with respect to water, including:
 - a. access to water by Wuikinuxv for domestic, agricultural and industrial purposes as defined under Provincial Law;
 - b. access to water by Wuikinuxv for hydro power purposes as defined under Provincial Law;
 - c. Wuikinuxv's law-making authorities;
 - d. the relationship of Wuikinuxv Law and Provincial Law and Federal Law;
 - e. Available Flow;
 - f. water management; and
 - g. access to Wuikinuxv Land for non-Wuikinuxv persons who have legal interests in water.

**CHAPTER 10
SHARED DECISION MAKING**

1. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will discuss cooperative approaches to land and resource decision-making and management of Crown land within Wuikinuxv Territory, including shared decision making and collaborative management. As part of that discussion, the Parties will review existing agreements, including the Coastal First Nations Reconciliation Protocol, and consider means to reflect these agreements in the Wuikinuxv Treaty or in related non-treaty agreements.

**CHAPTER 11
ENVIRONMENTAL MANAGEMENT AND ENVIRONMENTAL ASSESSMENT**

WUIKINUXV LAW MAKING AUTHORITY

1. Wuikinuxv may make laws applicable on Wuikinuxv Land to protect, preserve and conserve the Environment, including laws in respect of:
 - a. environmental assessment for projects that are not Provincial Projects;
 - b. prevention, mitigation and remediation of pollution and degradation of the Environment;
 - c. waste management, including solid waste and sewage;
 - d. protection of local air quality; and
 - e. Environmental Emergency response.
2. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under paragraph 1.
3. Wuikinuxv Law under paragraph 1.a in relation to Wuikinuxv Projects will have the equivalent effect of, or exceed the requirements of, the *Canadian Environmental Assessment Act, 2012*.
4. If Wuikinuxv exercises law-making authority under subparagraph 1.a, Canada and Wuikinuxv will negotiate and attempt to reach agreement to:
 - a. coordinate their respective environmental assessment requirements; and
 - b. avoid duplication if a Wuikinuxv Project is also a Federal Project.
5. For greater certainty, Federal Law and Provincial Law in relation to environmental assessment apply on Wuikinuxv Land.

ENVIRONMENTAL ASSESSMENT

6. Notwithstanding any decision made by Canada or British Columbia in respect of a Federal Project or Provincial Project, no Federal Project or Provincial Project on Wuikinuxv Land will proceed without the consent of Wuikinuxv.

WUIKINUXV PARTICIPATION IN FEDERAL ENVIRONMENTAL ASSESSMENTS

7. If a proposed Federal Project is located within Wuikinuxv Territory or may reasonably be expected to have adverse effects on Wuikinuxv Land or on Wuikinuxv rights under the Wuikinuxv Treaty:
 - a. Canada will ensure that Wuikinuxv is provided with timely notice of the environmental assessment and information describing the proposed Federal Project in sufficient detail to permit Wuikinuxv to determine if it will participate in the environmental assessment.
 - b. if Wuikinuxv confirms that it will participate in the environmental assessment of the proposed Federal Project, Canada will provide Wuikinuxv with an opportunity to comment on:
 - i. the scope of the assessment;
 - ii. the environmental effects of the proposed Federal Project;
 - iii. any mitigation measures to be implemented; and
 - iv. any follow up programs to be implemented.
 - c. Wuikinuxv will have access to information in Canada's possession related to the environmental assessment of the proposed Federal Project, in accordance with the public registry paragraphs in the *Canadian Environmental Assessment Act, 2012* or any successor legislation;
 - d. during the course of the environmental assessment conducted under the *Canadian Environmental Assessment Act, 2012*, Canada will give full and fair consideration to comments provided by Wuikinuxv pursuant to subparagraph 7a, and will respond to the comments during the environmental assessment process, before making a decision that would have the effect of enabling the proposed Federal Project to be carried out in whole or in part.

8. If a proposed Federal Project that is located within the Wuikinuxv Territory or may reasonably be expected to have adverse environmental effects on Wuikinuxv Land or on Wuikinuxv rights under the Wuikinuxv Treaty is referred to a panel under the *Canadian Environmental Assessment Act, 2012* or any successor legislation, Wuikinuxv will have the opportunity to propose to the Minister a list of names that the Minister may consider for appointment to any panel, unless Wuikinuxv has proposed the Federal Project.

**WUIKINUXV AGREEMENT-IN-PRINCIPLE
ENVIRONMENTAL MANAGEMENT AND ENVIRONMENTAL ASSESSMENT**

9. If a proposed Federal Project that is referred to a panel under the *Canadian Environmental Assessment Act, 2012*, is located on Wuikinuxv Land, Canada will provide Wuikinuxv with:
- a. the opportunity to propose to the Minister a list of names from which the Minister will appoint one member in accordance with the requirements of the *Canadian Environmental Assessment Act, 2012* unless Wuikinuxv is a proponent of the proposed Federal Project;
 - b. the opportunity to comment on the terms of reference of the panel; and
 - c. formal standing before that panel.

WUIKINUXV PARTICIPATION IN PROVINCIAL ENVIRONMENTAL ASSESSMENTS

10. If a Provincial Project is located within the Wuikinuxv Territory or may reasonably be expected to adversely affect Wuikinuxv Land, the residents of Wuikinuxv Land, or Wuikinuxv Section 35 Rights under the Wuikinuxv Treaty, British Columbia will ensure that Wuikinuxv:
- a. receives timely notice of, and relevant information on, the Provincial Project;
 - b. is Consulted regarding the environmental, economic, social, heritage or health effects of the Provincial Project; and
 - c. receives an opportunity to participate in any environmental assessment of the Provincial Project.
11. British Columbia will respond to views provided by Wuikinuxv to British Columbia under paragraph 10, before making a decision that would have the effect of enabling the Provincial Project to be carried out in whole or in part.

ENVIRONMENTAL EMERGENCIES

12. Any Party may respond to an Environmental Emergency on Wuikinuxv Land or on Crown land or waters immediately adjacent to Wuikinuxv Land, if the person with primary responsibility for responding has not responded or is unable to respond in a timely way.
13. The Party responding will, if possible, notify the person with primary responsibility in advance of taking action under paragraph 12 but otherwise will notify that person as soon as practicable after responding.

**WUIKINUXV AGREEMENT-IN-PRINCIPLE
ENVIRONMENTAL MANAGEMENT AND ENVIRONMENTAL ASSESSMENT**

14. Wuikinuxv may enter into agreements with Canada, British Columbia, Local Governments or other aboriginal groups for the prevention of, preparedness for, response to and recovery from Environmental Emergencies occurring on Wuikinuxv Land or on land or waters adjacent to Wuikinuxv Land.

**CHAPTER 12
PARKS AND PROTECTED AREAS**

PROVINCIAL PROTECTED AREA PLANNING AND MANAGEMENT

1. Prior to the conclusion of the Wuikinuxv Treaty, British Columbia and Wuikinuxv will enter into an agreement, consistent with the Wuikinuxv Treaty and Provincial Law, that addresses:
 - a. park planning;
 - b. management and operations; and
 - c. other matters concerning Wuikinuxv Conservancy Land, Wuikinuxv Park Land and Provincial Protected Areas.

2. Provincial Protected Area management plans for Provincial Protected Areas within Wuikinuxv Territory will respect:
 - a. Wuikinuxv burial sites and places of spiritual and ceremonial significance; and
 - b. Wuikinuxv historic and archaeological sites.

3. British Columbia will Consult with Wuikinuxv before:
 - a. establishing new Provincial Protected Areas;
 - b. Disposing of existing Provincial Protected Areas or modifying the boundaries of existing Provincial Protected Areas; and
 - c. changing the use or designation of existing Provincial Protected Areas,that may affect the Wuikinuxv Right to Gather Plants, the Wuikinuxv Right to Harvest Wildlife or the Wuikinuxv Right to Harvest Migratory Birds.

4. After the Effective Date, British Columbia will neither establish nor change the boundaries or designation of a Provincial Protected Area on Wuikinuxv Land without the consent of Wuikinuxv.

PUBLIC PLANNING PROCESS

5. If a public management planning process is established for a Provincial Protected Area that is wholly or partly located within Wuikinuxv Territory, Wuikinuxv may participate in the planning process in accordance with procedures established by British Columbia.
6. British Columbia may proceed with any process contemplated by paragraph 5 even if Wuikinuxv does not participate in that process.
7. Nothing in the Wuikinuxv Treaty obligates British Columbia to undertake a public management planning process with respect to any Provincial Protected Area.
8. British Columbia will provide to Wuikinuxv any draft public management plan that is prepared for a Provincial Protected Area that is located wholly or partly within Wuikinuxv Territory.
9. If Wuikinuxv receives a draft public management plan under paragraph 8, Wuikinuxv may provide written recommendations to British Columbia in relation to such plan and British Columbia may make any recommendations received public.

NATIONAL PARKS

10. No part of a National Park or National Marine Conservation Area established after the Effective Date will include Wuikinuxv Land without the consent of the Wuikinuxv.
11. Canada will Consult with Wuikinuxv with respect to the establishment of any National Park or National Marine Conservation Area located wholly or partly within Wuikinuxv Territory.
12. If, after the Effective Date, any National Park or National Marine Conservation Area is established that lies wholly or partly within Wuikinuxv Territory, Wuikinuxv and Canada will negotiate and attempt to reach agreement regarding Wuikinuxv's participation in a planning and management process to provide advice to the Minister for that National Park or National Marine Conservation Area.
13. If, after the Effective Date, any National Park or National Marine Conservation Area is established that lies wholly or partly within Wuikinuxv Territory, Wuikinuxv and Canada will negotiate and attempt to reach agreement in respect of the exercise of Wuikinuxv harvesting rights by Wuikinuxv Citizens in that National Park or National Marine Conservation Area.

OTHER

14. Where any Provincial Protected Area is wholly or partly within Wuikinuxv Territory, Wuikinuxv Citizens will have access, without a fee being charged for entrance, to and within that Provincial Protected Area except where fees are charged in relation to visitor facilities and services.

**CHAPTER 13
WILDLIFE**

GENERAL

1. Wuikinuxv has the Right to Harvest Wildlife for Domestic Purposes in the Wuikinuxv Wildlife Harvest Area throughout the year in accordance with the Wuikinuxv Treaty.
2. The Wuikinuxv Right to Harvest Wildlife is limited by measures that are necessary for conservation, public health or public safety.
3. Wuikinuxv cannot Dispose of the Wuikinuxv Right to Harvest Wildlife.
4. Except as otherwise provided by Wuikinuxv Law, all Wuikinuxv Citizens may exercise the Wuikinuxv Right to Harvest Wildlife.
5. The Wuikinuxv Treaty will not alter Federal Law or Provincial Law in respect of property interests in Wildlife.
6. The Minister retains authority for Wildlife, their management, conservation and habitat and will exercise that authority in a manner that is consistent with the Wuikinuxv Treaty.

REASONABLE OPPORTUNITY

7. British Columbia may authorize the use or the Disposition of provincial Crown land, and any such authorized use or Disposition may affect the methods, times and locations of harvesting Wildlife under the Wuikinuxv Right to Harvest Wildlife, provided that British Columbia ensures that those authorized uses or Dispositions do not deny Wuikinuxv the reasonable opportunity to harvest Wildlife under the Wuikinuxv Right to Harvest Wildlife.
8. For the purposes of paragraph 7, British Columbia and Wuikinuxv, prior to the conclusion of the Wuikinuxv Treaty, will negotiate an agreement on a process to evaluate the impact of authorized uses or Dispositions of provincial Crown land on Wuikinuxv's reasonable opportunity to harvest Wildlife.
9. The Wuikinuxv Right to Harvest Wildlife will be exercised in a manner that does not interfere with authorized uses or Dispositions of provincial Crown land existing on the Effective Date or authorized in accordance with paragraph 8.

10. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will address the issue of federal Crown land acquired after the Effective Date.
11. Wuikinuxv may enter into an agreement with a federal department or agency to authorize the harvest of Wildlife by Wuikinuxv on federal Crown land of that federal department or agency in accordance with Federal Law or Provincial Law

LICENCES AND FEES

12. Subject to paragraph 13, Wuikinuxv Citizens are not required to have federal or provincial licences or pay any fees or royalties to Canada or British Columbia relating to the Wuikinuxv Right to Harvest Wildlife.
13. Nothing in the Wuikinuxv Treaty will affect Canada's ability to require Wuikinuxv Citizens to obtain licences or registration certificates, if applicable, for the acquisition, possession, transport, carrying and use of firearms under Federal Law on the same basis as other aboriginal people of Canada.

HARVEST AREA

14. The Wuikinuxv Treaty will not preclude Wuikinuxv Citizens from harvesting Wildlife outside Wuikinuxv Territory throughout Canada in accordance with:
 - a. Federal Law and Provincial Law;
 - b. any agreements, that are in accordance with Federal Law and Provincial Law, between Wuikinuxv and other aboriginal people; or
 - c. any arrangements between other aboriginal people and Canada or British Columbia.
15. The Wuikinuxv Right to Harvest Wildlife may be exercised on lands within Wuikinuxv Territory that is not Wuikinuxv Land and that are owned in fee simple, but that harvesting will be subject to Federal Law and Provincial Law in respect of access to fee simple land.
16. Wuikinuxv Citizens and individuals designated under paragraph 32 may, in accordance with the Wuikinuxv Treaty, use resources on provincial Crown land within the Wuikinuxv Wildlife Harvest Area for purposes reasonably incidental to the exercise of the Wuikinuxv Right to Harvest Wildlife, subject to Federal Law and Provincial Law.

DOCUMENTATION

17. Wuikinuxv will issue documentation to Wuikinuxv Citizens and individuals designated under paragraph 32 to harvest Wildlife under the Wuikinuxv Right to Harvest Wildlife.
18. Documentation issued under paragraph 17 will:
 - a. be in the English language, which version is authoritative and, at the discretion of Wuikinuxv, with 'Wuik'ala;
 - b. include the name and address of the person; and
 - c. and meet any other requirements set out by Wuikinuxv.

CONSERVATION MEASURES FOR WILDLIFE SPECIES

19. If the Minister or Wuikinuxv proposes a conservation measure with respect to a Wildlife species within the Wuikinuxv Wildlife Harvest Area, the Minister will Consult with Wuikinuxv.
20. In considering a proposed conservation measure in respect of a Wildlife species within the Wuikinuxv Wildlife Harvest Area, the Minister will take into account:
 - a. the conservation risk to the Wildlife species;
 - b. the population of the Wildlife species:
 - i. within the Wuikinuxv Wildlife Harvest Area; and
 - ii. within its normal range or area of movement outside the Wuikinuxv Wildlife Harvest Area;
 - c. the necessity for and the nature of, the proposed conservation measure; and
 - d. Wuikinuxv's role in the development and implementation of the conservation measure.
21. Before authorizing the implementation of a conservation measure that will affect the Wuikinuxv Right to Harvest Wildlife, the Minister will use reasonable efforts to minimize the impact of the conservation measure on the Wuikinuxv Right to Harvest Wildlife.

22. The Minister will provide to Wuikinuxv:
 - a. a copy of any approved conservation measure in respect of a Wildlife species within the Wuikinuxv Wildlife Harvest Area; and
 - b. at the request of Wuikinuxv, written reasons for the adoption of that conservation measure.
23. If the Minister determines that establishing an allocation for Wuikinuxv is a necessary conservation measure, British Columbia and Wuikinuxv will negotiate and attempt to reach agreement on that allocation.
24. If British Columbia and Wuikinuxv fail to agree on an allocation under paragraph 22, the dispute will be finally determined by arbitration under the Dispute Resolution Chapter.
25. In determining the allocation under paragraph 22, the arbitrator will take into account all relevant information presented by Wuikinuxv and British Columbia.

MANAGEMENT ADVISORY PROCESSES

26. Wuikinuxv may participate in any public Wildlife advisory committee that may be established by British Columbia in respect of the Wuikinuxv Wildlife Harvest Area.
27. If a public Wildlife advisory committee is established by British Columbia for an area that includes any portion of the Wuikinuxv Wildlife Harvest Area, the Minister may request recommendations from the Wildlife advisory committee before determining whether a Wildlife species will be or will continue to be subject to a conservation measure.

LAW-MAKING AUTHORITY

28. Wuikinuxv may make laws in respect of the Wuikinuxv Right to Harvest Wildlife for:
 - a. the distribution of harvested Wildlife among Wuikinuxv Citizens;
 - b. the conditions for designation of Wuikinuxv Citizens who may exercise the Wuikinuxv Right to Harvest Wildlife;
 - c. the preservation, promotion and development of Wuikinuxv traditional knowledge with respect to Wildlife;

- d. the administration of documentation to identify Wuikinuxv Citizens as harvesters of Wildlife;
 - e. Trade and Barter of Wildlife under paragraph 33; and
 - f. the methods, timing and location of harvesting, under the Wuikinuxv Right to Harvest Wildlife and any conservation measures established by the Minister.
29. Wuikinuxv Law under paragraph 28 prevails to the extent of a Conflict with Federal Law or Provincial Law.
30. Wuikinuxv will make laws to require all Wuikinuxv Citizens and individuals designated under paragraph 32 who harvest Wildlife under the Wuikinuxv Treaty to comply with any conservation measure established by the Minister that affects the Wuikinuxv Right to Harvest Wildlife.
31. Wuikinuxv will make laws to require Wuikinuxv Citizens and individuals designated under paragraph 32 who exercise the Wuikinuxv Right to Harvest Wildlife, or transport harvested Wildlife under paragraph 36, to carry documentation issued by Wuikinuxv under paragraph 17 and to produce that document on request by an authorized individual.

DESIGNATED HARVESTER

32. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will discuss which individuals other than Wuikinuxv Citizens could be authorized or designated to exercise the Wuikinuxv Right to Harvest Wildlife on behalf of a Wuikinuxv Citizen in certain circumstances and what reporting, licensing and other conditions would be required for such authorization or designation.

TRADE, BARTER AND SALE

33. Wuikinuxv has the right to Trade and Barter among themselves or with other aboriginal people of Canada, any Wildlife, Wildlife parts, including meat and furs, harvested under the Wuikinuxv Right to Harvest Wildlife.
34. The Wuikinuxv right to Trade and Barter described in paragraph 33 may be exercised by a Wuikinuxv Citizen except as otherwise provided in Wuikinuxv Law under subparagraph 28.e.

35. Any sale of Wildlife or Wildlife parts, including meat and furs harvested under the Wuikinuxv Right to Harvest Wildlife, will be in accordance with Federal Law and Provincial Law that permit sale.

TRANSPORT AND EXPORT

36. Wuikinuxv Citizens and individuals designated under paragraph 32 may transport Wildlife or Wildlife parts, including meat, harvested under the Wuikinuxv Right to Harvest Wildlife, in accordance with:
- a. Federal Law and Provincial Law; and
 - b. Wuikinuxv Law under paragraph 31.
37. Wuikinuxv Citizens may export Wildlife or Wildlife parts including meat or fur harvested under the Wuikinuxv Right to Harvest Wildlife in accordance with Federal Law and Provincial Law.

COMMERCIAL TRAPPING LICENCES

38. Commercial traplines located wholly or partly on Wuikinuxv Land that exist as of the Effective Date, and which will be set out in an appendix to the Wuikinuxv Treaty, are retained by the individuals who hold those interests and may be transferred or renewed in accordance with Provincial Law.
39. Wuikinuxv will not unreasonably restrict access on Wuikinuxv Land to any person who will be listed in an appendix to the Wuikinuxv Treaty as a registered holder of a commercial trapline, or any renewal or replacement thereof, or to any person who has written permission from a registered commercial trapline holder to trap within the registered commercial trapline area for the purpose of carrying out trapping activities.
40. If a commercial trapline set out in an appendix to the Wuikinuxv Treaty becomes vacant by reason of abandonment or operation of law, British Columbia will not grant registration to that portion of the commercial trapline located on Wuikinuxv Land without the consent of Wuikinuxv.
41. If the holder of a registered commercial trapline set out in an appendix to the Wuikinuxv Treaty agrees to transfer the commercial trapline to Wuikinuxv, British Columbia will consent to and register the transfer.

GUIDING LICENCES

42. Guide outfitter licences and guide outfitter certificates that exist as of the Effective Date will be set out in an appendix to the Wuikinuxv Treaty, will be retained by the persons who hold those interests, and may be transferred or renewed in accordance with Provincial Law.
43. Wuikinuxv will not unreasonably restrict access to Wuikinuxv Land for the purpose of carrying out guiding activities to:
 - a. any person who holds a guide outfitter licence or guide outfitter certificate set out in an appendix to the Wuikinuxv Treaty or any renewal or replacement by transfer; and
 - b. the employees and agents of a person described in subparagraph a.
44. British Columbia will not grant the privilege of guiding for game on any portion of Wuikinuxv Land not included in a guide outfitter licence or guide outfitter certificate on Effective Date without the consent of Wuikinuxv.
45. If a privilege of guiding for game exercisable in an area that is wholly or partly within Wuikinuxv Land ceases by reason of non-renewal of the privilege or operation of law, including by exercise of administrative discretion, British Columbia will not grant a privilege of guiding for game on that portion included in Wuikinuxv Land without the consent of Wuikinuxv.
46. Angling guide licences that exist as of the Effective Date will be set out in an appendix to the Wuikinuxv Treaty, will be retained by the persons who hold those interests, and may be transferred or renewed in accordance with Provincial Law.
47. Wuikinuxv will not unreasonably restrict access to Wuikinuxv Land for the purpose of carrying out guiding activities to:
 - a. any person who holds an angling guide licence set out in an appendix to the Wuikinuxv Treaty, or any renewal or replacement by transfer; and
 - b. the employees and agents of a person described in subparagraph a.
48. If an angling guide licence on a portion of a watercourse within Wuikinuxv Land becomes vacant by reason of abandonment or operation of law, British Columbia will not issue a new angling guide licence in respect of the portion of the watercourse located on Wuikinuxv Land without the consent of Wuikinuxv.

WILDLIFE MANAGEMENT AREAS

49. British Columbia will Consult with Wuikinuxv before:
- a. the establishment of new Wildlife Management Areas;
 - b. the Disposition of or modification of boundaries of existing Wildlife Management Areas; and
 - c. changes in the use or designation of existing Wildlife Management Areas,
- that may affect the Wuikinuxv Right to Gather Plants, the Wuikinuxv Right to Harvest Wildlife or the Wuikinuxv Right to Harvest Migratory Birds.
50. After the Effective Date, British Columbia will neither establish nor change the boundaries or designation of a Wildlife Management Area on Wuikinuxv Land without the consent of Wuikinuxv.

**CHAPTER 14
MIGRATORY BIRDS**

GENERAL

1. Wuikinuxv has the right to harvest Migratory Birds for Domestic Purposes in the Wuikinuxv Migratory Birds Harvest Area throughout the year in accordance with the Wuikinuxv Treaty.
2. The Wuikinuxv Right to Harvest Migratory Birds is limited by measures that are necessary for conservation, public health or public safety.
3. Wuikinuxv cannot Dispose of the Wuikinuxv Right to Harvest Migratory Birds.
4. The Minister retains authority for managing and conserving Migratory Birds and Migratory Bird habitat and will exercise that authority in a manner that is consistent with the Wuikinuxv Treaty.
5. The Wuikinuxv Treaty will not alter Federal Law or Provincial Law in respect of property in Migratory Birds.
6. Except as otherwise provided under Wuikinuxv Law, all Wuikinuxv Citizens may exercise the Wuikinuxv Right to Harvest Migratory Birds.

REASONABLE OPPORTUNITY

7. British Columbia may authorize uses of or Dispose of provincial Crown land and any such authorized use or Disposition may affect the methods, times and locations of harvesting Migratory Birds under the Wuikinuxv Right to Harvest Migratory Birds, provided that British Columbia ensures that those authorized uses or Dispositions do not deny Wuikinuxv the reasonable opportunity to harvest Migratory Birds under the Wuikinuxv Right to Harvest Migratory Birds.
8. For the purposes of paragraph 7, British Columbia and Wuikinuxv, prior to the conclusion of the Wuikinuxv Treaty, will negotiate an agreement on a process to evaluate the impact of authorized uses or Dispositions of provincial Crown land on Wuikinuxv's reasonable opportunity to harvest Migratory Birds.
9. The Wuikinuxv Right to Harvest Migratory Birds will be exercised in a manner that does not interfere with authorized uses or Dispositions of provincial Crown land existing on the Effective Date or authorized in accordance with paragraph 7.

10. The Wuikinuxv Right to Harvest Migratory Birds may be exercised on fee simple land within the Wuikinuxv Migratory Birds Harvest Area, other than Wuikinuxv Land, but that harvesting is subject to Federal Law and Provincial Law in respect of access to fee simple land.
11. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will address the issue of federal Crown land acquired after the Effective Date.
12. Wuikinuxv may enter into an agreement with a federal department or agency to authorize the harvest of Migratory Birds by Wuikinuxv on federal Crown land of that federal department or agency in accordance with Federal Law or Provincial Law.

LICENCES AND FEES

13. Subject to paragraph 14, Wuikinuxv Citizens will not be required to have federal or provincial licences or pay any fees or royalties to Canada or British Columbia relating to the exercise of the Wuikinuxv Right to Harvest Migratory Birds.
14. Nothing in the Wuikinuxv Treaty will affect Canada's ability to require Wuikinuxv Citizens to obtain licences or registration certificates, if applicable, for acquisition, possession, transport, carrying and use of firearms under Federal Law on the same basis as other aboriginal people of Canada.
15. The Wuikinuxv Treaty will not preclude Wuikinuxv Citizens from harvesting Migratory Birds outside Wuikinuxv Territory throughout Canada in accordance with:
 - a. Federal Law and Provincial Law;
 - b. any agreements, that are in accordance with Federal Law and Provincial Law, between Wuikinuxv and other aboriginal people; or
 - c. any arrangements between other aboriginal people and Canada or British Columbia.
16. For greater certainty, Wuikinuxv Citizens harvesting under paragraph 15 are required to have a licence to harvest Migratory Birds if one is required under Federal Law or Provincial Law.

CONSULTATION ON INTERNATIONAL NEGOTIATIONS ON MIGRATORY BIRDS

17. Canada will Consult with Wuikinuxv on the formation of Canada's positions in respect of international discussions or negotiations that may adversely affect the Wuikinuxv Right to Harvest Migratory Birds under the Wuikinuxv Treaty.

INCIDENTAL USE OF RESOURCES

18. Wuikinuxv Citizens and individuals designated under paragraph 22 may, in accordance with the Wuikinuxv Treaty, use resources on provincial Crown land within the Wuikinuxv Migratory Birds Harvest Area for purposes reasonably incidental to the exercise of the Wuikinuxv Right to Harvest Migratory Birds, subject to Federal Law and Provincial Law

DOCUMENTATION

19. Wuikinuxv will issue documentation to Wuikinuxv Citizens who are authorized to harvest Migratory Birds under the Wuikinuxv Right to Harvest Migratory Birds.
20. Wuikinuxv will make laws to require all Wuikinuxv Citizens and individuals designated under paragraph 22 who exercise the Wuikinuxv Right to Harvest Migratory Birds to carry documentation issued by Wuikinuxv under paragraph 19 and to produce that documentation on request by an authorized person.
21. Documentation issued by Wuikinuxv under paragraph 19 will:
 - a. be in the English language, which version is authoritative, and, at the discretion of Wuikinuxv, in 'Wuik'ala;
 - b. include the name and address of the person; and
 - c. meet any other requirements set out by Wuikinuxv.

DESIGNATED HARVESTER

22. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will discuss which individuals other than Wuikinuxv Citizens could be authorized or designated to exercise the Wuikinuxv Right to Harvest Migratory Birds on behalf of a Wuikinuxv Citizen in certain circumstances and what reporting, licensing and other conditions would be required for such authorization or designation.

TRADE AND BARTER

23. Wuikinuxv has the right to Trade and Barter among themselves or with other aboriginal people of Canada, Migratory Birds harvested under the Wuikinuxv Right to Harvest Migratory Birds.
24. Except as otherwise provided in Wuikinuxv Law under subparagraph 30f, Wuikinuxv Citizens may exercise the right to Trade and Barter Migratory Birds under paragraph 23.

SALE

25. Wuikinuxv Citizens may sell Migratory Birds, harvested under the Wuikinuxv Right to Harvest Migratory Birds, if the sale of Migratory Birds is permitted under Federal Law or Provincial Law, and in accordance with Federal Law, Provincial Law and Wuikinuxv Law under subparagraph 32b.
26. Notwithstanding paragraph 25, Wuikinuxv Citizens may sell inedible by-products, including down of Migratory Birds harvested under the Wuikinuxv Right to Harvest Migratory Birds in accordance with Wuikinuxv Law under subparagraph 30g.

TRANSPORT AND EXPORT

27. Any transport or export of Migratory Birds, and their inedible by-products, including down, harvested under the Wuikinuxv Right to Harvest Migratory Birds will be in accordance with Federal Law and Provincial Law.
28. All individuals who transport Migratory Birds and their inedible by-products, including down, harvested under the Wuikinuxv Right to Harvest Migratory Birds must have in their immediate possession a record of receipt of the Migratory Birds showing:
 - a. the date and place of harvest; and
 - b. the name and address of the individual who harvested the Migratory Birds or from whom the Migratory Birds were acquired.
29. Notwithstanding paragraph 27, Migratory Birds harvested under the Wuikinuxv Right to Harvest Migratory Birds may be transported within Canada throughout the year.

WUIKINUXV LAW MAKING AUTHORITY

30. Wuikinuxv may make laws in respect of the Wuikinuxv Right to Harvest Migratory Birds for:
 - a. the methods, timing and location of the harvest of Migratory Birds, under the Wuikinuxv Right to Harvest Migratory Birds;
 - b. the distribution among Wuikinuxv Citizens of Migratory Birds harvested under the Wuikinuxv Right to Harvest Migratory Birds;
 - c. the preservation, promotion and development of Wuikinuxv traditional knowledge with respect to Migratory Birds;
 - d. the administration of documentation to identify individuals who are designated to harvest under the Wuikinuxv Right to Harvest Migratory Birds;
 - e. the designation of individuals who may harvest Migratory Birds;
 - f. the Trade and Barter of Migratory Birds; and
 - g. the sale of inedible by-products, including down, of Migratory Birds.
31. Wuikinuxv Law under paragraph 30 prevails to the extent of a Conflict with Federal Law or Provincial Law.
32. Wuikinuxv may make laws in respect of the Wuikinuxv Right to Harvest Migratory Birds, for:
 - a. the management of Migratory Birds and Migratory Bird habitat on Wuikinuxv Land; and
 - b. the sale of Migratory Birds, other than inedible by-products, if permitted by Federal Law and Provincial Law.
33. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law made under paragraph 32.

PARTICIPATION IN MIGRATORY BIRDS ADVISORY PROCESSES

34. Wuikinuxv has the right to participate in any Migratory Birds advisory committee established by Canada or British Columbia that addresses matters regarding

Migratory Birds that occur in or impact the Wuikinuxv Migratory Birds Harvest Area.

MANAGEMENT AGREEMENTS

35. Canada and Wuikinuxv may enter into a conservation agreement to address matters of common concern in regards to Migratory Birds, which may include:
- a. setting local conservation objectives;
 - b. implementing conservation measures, such as the allocation of harvests of a population of a Migratory Bird;
 - c. information sharing;
 - d. licence and permit requirements;
 - e. sharing the results of research respecting the conservation and management of Migratory Birds and their habitats;
 - f. local management of Migratory Birds and their habitats;
 - g. population, harvest and habitat monitoring;
 - h. enforcement; and
 - i. scientific knowledge, aboriginal traditional knowledge, Wuikinuxv traditional knowledge and local knowledge.

CONSULTATION ON CONSERVATION MEASURES

36. In establishing a conservation measure for a Migratory Bird population, the Minister will take into account, among other things, the Wuikinuxv Right to Harvest Migratory Birds.
37. If, in the opinion of the Minister, conservation measures are needed within the Wuikinuxv Migratory Birds Harvest Area to protect a particular population of Migratory Bird that is harvested by the Wuikinuxv under the Wuikinuxv Right to Harvest Migratory Birds, and those measures are likely to affect harvesting by Wuikinuxv under the Wuikinuxv Right to Harvest Migratory Birds, prior to undertaking such conservation measures, the Minister will Consult with Wuikinuxv in respect of:

- a. the necessity of the conservation measures;
 - b. the nature of the conservation measures;
 - c. measures to minimize or mitigate restrictions or limitations on the Wuikinuxv Right to Harvest Migratory Birds resulting from the proposed conservation measures; and,
 - d. if applicable, Wuikinuxv's role in the development and the implementation of the conservation measures.
38. If Wuikinuxv is of the opinion that conservation measures are needed, should be continued, or should be removed in respect of a Migratory Bird species that is harvested by Wuikinuxv under the Wuikinuxv Right to Harvest Migratory Birds, Wuikinuxv may present its views to the Minister in respect of the need for such conservation measures and its proposed role in the development and implementation of them, and the Minister will give full and fair consideration to Wuikinuxv's proposal.
39. If Wuikinuxv makes a recommendation to the Minister respecting a conservation measure or the removal of a conservation measure of a Migratory Bird population and the Minister's decision varies from that recommendation, the Minister will, at the request of Wuikinuxv, provide Wuikinuxv with written reasons for that decision.
40. If the Minister authorizes the implementation of a conservation measure and the conservation measure will affect the Wuikinuxv Right to Harvest Migratory Birds, the Minister will:
- a. use reasonable efforts to avoid, minimize, or mitigate restrictions or limitations on the Wuikinuxv Right to Harvest Migratory Birds to the extent possible; and
 - b. if requested, provide written reasons to Wuikinuxv on the conservation measures adopted.
41. If the Minister believes on reasonable grounds that an emergency exists it may act without first Consulting Wuikinuxv in accordance with paragraph 37. However, as soon as practicable thereafter, the Minister will inform Wuikinuxv of, and provide reasons for, Canada's action.
42. Conservation measures are activities required to maintain or increase a Migratory Bird population and may include:

- a. internationally negotiated changes to limits and seasons for non-aboriginal harvesters within the range of that species;
- b. habitat enhancement;
- c. establishment of Protected Areas;
- d. negotiated changes to harvests by aboriginal people within the range of that species of Migratory Bird; and
- e. a total closure of the harvest of that Migratory Bird population.

**CHAPTER 15
ACCESS**

WUIKINUXV RIGHTS AND OBLIGATIONS

1. Except as modified by the Wuikinuxv Treaty:
 - a. Wuikinuxv, as owner of Wuikinuxv Land, will have the same rights and obligations with respect to public access to Wuikinuxv Land as other owners of estates in fee simple have with respect to public access to their land; and
 - b. in respect of unoccupied Wuikinuxv Land, Wuikinuxv will have liabilities comparable to those of the provincial Crown with respect to unoccupied provincial Crown Land.

PUBLIC ACCESS ON WUIKINUXV LAND

2. Wuikinuxv will allow reasonable public access to Wuikinuxv Land for temporary recreational uses and temporary non-commercial purposes, but persons who are allowed access may not:
 - a. harvest or extract resources unless authorized by Wuikinuxv or as set out in the Wuikinuxv Treaty;
 - b. cause damage to Wuikinuxv Land or resources on Wuikinuxv Land;
 - c. cause mischief or nuisance; or
 - d. interfere with other uses authorized by Wuikinuxv or interfering with the ability of Wuikinuxv to authorize uses or dispose of Wuikinuxv Land.
3. For greater certainty, public access under paragraph 2 will be in accordance with Wuikinuxv Law regulating public access to Wuikinuxv Land.

NOTICE OF TERMS OF PUBLIC ACCESS

4. Wuikinuxv will take reasonable measures to notify the public of the terms and conditions respecting public access to Wuikinuxv Land including any requirement under paragraph 6.

5. Any hunting and fishing on Wuikinuxv Land by the public will be in accordance with Federal Law and Provincial Law.

WUIKINUXV PUBLIC ACCESS PERMITS

6. Wuikinuxv may, for the purpose of monitoring and regulating public access under paragraph 2, require persons other than Wuikinuxv Citizens to obtain a permit or licence or to sign a waiver.
7. Wuikinuxv will make any permits, licences or waivers which may be required under paragraph 6 reasonably available at a reasonable fee taking into account the administrative and other costs of monitoring and regulating public access.

DESIGNATION OF WUIKINUXV PRIVATE LAND

8. On the Effective Date, the Wuikinuxv Land identified for illustrative purposes as “Subject Lands” in the Wuikinuxv Treaty are designated as Wuikinuxv Private Land.
9. After the Effective Date, Wuikinuxv may designate portions of Wuikinuxv Land as Wuikinuxv Private Land if:
 - a. Wuikinuxv has granted an interest comparable to an interest granted by British Columbia on provincial Crown land that excludes public access; or
 - b. the Wuikinuxv Land is used for commercial, cultural, resource development or other uses that are incompatible with public access.
10. Before making a designation under paragraph 9, Wuikinuxv will:
 - a. provide reasonable notice to British Columbia, Canada and the public of the proposed designation; and
 - b. consider any views advanced by British Columbia, Canada or the public in respect of the proposed designation.
11. Before changing or relocating the boundaries of Wuikinuxv Private Land, Wuikinuxv will:
 - a. provide reasonable notice to British Columbia, Canada and the public of the proposed changes; and

- b. consider any views advanced by British Columbia, Canada or the public in respect of the proposed changes.
12. If the designation of Wuikinuxv Land as Wuikinuxv Private Land has the effect of preventing public access to an area or location to which there is a public right of access under Federal Law or Provincial Law, such as navigable waters or Crown roads, Wuikinuxv will provide reasonable alternative means of public access to that area or location.
 13. For greater certainty, paragraph 12 will not apply if British Columbia and Wuikinuxv agree that a reasonable alternative means of public access across provincial Crown land already exists.
 14. The Wuikinuxv Treaty may describe parcels of Wuikinuxv Land that may not be designated by Wuikinuxv as Wuikinuxv Private Land without the consent of British Columbia.

ACCESS TO TENURES AND ESTATES IN FEE SIMPLE

15. Wuikinuxv will allow reasonable access across Wuikinuxv Land, at no cost, to the Tenures listed in the Wuikinuxv Treaty, consistent with the terms and conditions of those Tenures.
16. For greater certainty, nothing in paragraph 15 obligates Wuikinuxv to pay any costs associated with access to a Tenure referred to in the Wuikinuxv Treaty.
17. Wuikinuxv will allow reasonable access on terms at least as favourable as that which exists immediately before the Effective Date across Wuikinuxv Land, at no cost, to the fee simple land described in the Wuikinuxv Treaty or any subdivided portions thereof.
18. If the owner of a parcel of land identified in the Wuikinuxv Treaty requires access to that parcel other than the access provided under paragraph 17, Wuikinuxv will not withhold its consent to the access if:
 - a. the owner of the parcel offers fair compensation; and
 - b. the owner of the parcel and Wuikinuxv agree on the terms of access.
19. For greater certainty, nothing in paragraph 17 obligates Wuikinuxv to pay any costs associated with access to fee simple land referred to in the Wuikinuxv Treaty.
20. British Columbia or Wuikinuxv may refer a Disagreement respecting:

- a. the provision of reasonable access by Wuikinuxv under paragraph 15 and paragraph 17; or
- b. consent to a right of access, terms of access, or fairness of compensation under paragraph 18,

to be finally determined by arbitration under the Dispute Resolution Chapter without having to proceed through Stages One and Two.

WUIKINUXV LAW MAKING AUTHORITY

- 21. Wuikinuxv may make laws regulating public access on Wuikinuxv Land with respect to:
 - a. the prevention of harvesting or extracting of resources owned by Wuikinuxv;
 - b. the protection of Heritage Sites;
 - c. the protection of sensitive habitat areas;
 - d. the prevention of nuisance or damage, including forest fire prevention; and
 - e. public safety.
- 22. Wuikinuxv Law under subparagraph 21a or 21b prevails to the extent of a Conflict with Federal Law or Provincial Law.
- 23. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under subparagraph 21c, 21d, or 21e.
- 24. Wuikinuxv will provide notice to Canada and British Columbia in respect of any proposed Wuikinuxv Law that would significantly affect public access to Wuikinuxv Land.

NAVIGABLE WATERS

- 25. The Wuikinuxv Treaty will not affect the public right of navigation.

CROWN ACCESS TO WUIKINUXV LAND

26. Agents, employees, contractors, sub-contractors and other representatives of Canada or British Columbia, Local Governments, Public Utilities, Railways, NAV CANADA, and any successor entity, as well as members of the Canadian Armed Forces and any members of foreign armed forces with or under the operational control of, the Canadian Forces, peace officers or investigators appointed under Federal Law and Provincial Law, may, in accordance with Federal Law and Provincial Law, enter, cross and stay temporarily on Wuikinuxv Land at no cost to:
- a. deliver and manage programs and services;
 - b. carry out inspections;
 - c. enforce law;
 - d. carry out the terms of the Wuikinuxv Treaty;
 - e. respond to emergencies and natural disasters; and
 - f. carry out other duties under Federal Law and Provincial Law.
27. British Columbia, Local Governments, Public Utilities and the agents, employees, contractors, sub-contractors or representatives of any of them may enter, cross and stay temporarily on, Wuikinuxv Land, including Wuikinuxv Roads at no cost for the purpose of undertaking works, including:
- a. constructing drainage works,
 - b. maintaining slope stability;
 - c. removing dangerous trees or other hazards;
 - d. carrying out repairs; or
 - e. carrying out vegetation management,
- if necessary for constructing, operating, maintaining, repairing, replacing, removing or protecting Provincial Roads, Rights of Way or works located on Provincial Roads, Rights of Way on or adjacent to Wuikinuxv Land.
28. Paragraph 27 is subject to the terms of any grant issued by Wuikinuxv or any agreement between Wuikinuxv and British Columbia, a Public Utility, a Railway or a Local Government.

29. Unless otherwise agreed by Wuikinuxv, Timber removed from Wuikinuxv Land under paragraph 27 remains the property of Wuikinuxv.
30. In undertaking works referred to in paragraph 27, the Party undertaking the work will minimize the damage to and time spent on Wuikinuxv Land, and will pay fair compensation for damage to Wuikinuxv Land that results from work undertaken.
31. Nothing in the Wuikinuxv Treaty will affect the ability of individuals acting in an official capacity pursuant to lawful authority to have access to Wuikinuxv Land.
32. The Wuikinuxv Treaty will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security on Wuikinuxv Land, without payment of any fees or other charges to Wuikinuxv except as provided for under Federal Law.
33. Unless otherwise agreed by the Parties, Canada, British Columbia or individuals authorized to provide services related to Public Utilities under Federal Law or Provincial Law will provide reasonable notice of entry to Wuikinuxv Land under paragraph 26 to Wuikinuxv:
 - a. before the entry if it is practicable to do so; or
 - b. as soon as practicable after the entry.
34. Notwithstanding paragraph 33, the requirement to provide reasonable notice therein does not apply to peace officers, investigators or federal and provincial law enforcement officers carrying out duties under Federal Law or Provincial Law or for matters related to national defence or national security.

WUIKINUXV ACCESS TO CROWN LAND

35. Agents, employees, contractors, sub-contractors and other representatives of Wuikinuxv may, in accordance with Federal Law and Provincial Law and the terms of any uses authorized by the Crown, enter, cross and stay temporarily on Crown land at no cost to:
 - a. enforce Wuikinuxv Law;
 - b. deliver and manage programs and services;
 - c. carry out inspections;
 - d. respond to emergencies; and

- e. carry out the terms of the Wuikinuxv Treaty.
36. Unless otherwise agreed, Wuikinuxv will provide reasonable notice of entry onto provincial Crown land under paragraph 35 to British Columbia:
- a. before the entry, if it is practicable to do so; or
 - b. as soon as practicable after the entry.
37. If practicable, persons who access federal Crown land under paragraph 35 will provide Canada with reasonable notice before accessing those lands.
38. Any person exercising a right of access in accordance with paragraph 35 will act in accordance with Federal Law or Provincial Law, including the payment of compensation for any damage to Crown land if required by Federal Law or Provincial Law.
39. Wuikinuxv Citizens will have reasonable access to the Wuikinuxv Wildlife Harvest Area, Wuikinuxv Migratory Birds Harvest Area and the Wuikinuxv Plant Gathering Area to allow for the exercise of the rights set out in the Wuikinuxv Treaty, subject to Federal Law and Provincial Law.
40. Where an authorized use or Disposition of provincial Crown land would deny Wuikinuxv reasonable access to Wuikinuxv Land, British Columbia will allow reasonable access across provincial Crown land.

**CHAPTER 16
HERITAGE AND ARTIFACTS**

GENERAL

1. The Parties acknowledge the integral role of Wuikinuxv Artifacts in the continuation of Wuikinuxv culture, values and traditions.

WUIKINUXV LAW MAKING AUTHORITY

2. Wuikinuxv may make laws applicable on Wuikinuxv Land in respect of:
 - a. the conservation, protection, designation and management of Heritage Sites;
 - b. public access to Heritage Sites;
 - c. the conservation, protection, designation and management of Wuikinuxv Artifacts owned by Wuikinuxv;
 - d. Wuikinuxv language and culture education provided by a Wuikinuxv Public Institution, in respect of:
 - i. the certification of teachers for Wuikinuxv language and culture, and
 - ii. the development and teaching of Wuikinuxv language and culture curriculum;
 - e. the preservation, promotion and development of Wuikinuxv language and culture; and
 - f. the cremation or interment of Archaeological Human Remains found on Wuikinuxv Land or returned to Wuikinuxv.
3. Wuikinuxv Law under paragraph 2a will:
 - a. establish standards and processes for the conservation and protection of Heritage Sites;
 - b. ensure the Minister is provided with information relating to:

- i. the location of Heritage Sites, and
 - ii. any materials recovered from Heritage Sites.
4. Wuikinuxv Law under paragraph 2 prevails to the extent of a Conflict with Federal Law or Provincial Law.
5. Until Wuikinuxv makes a law under paragraph 2, Provincial Law respecting heritage inspections, heritage investigations and the alteration of Heritage Sites will apply to Wuikinuxv.
6. British Columbia will not designate any Wuikinuxv Land as a Heritage Site without the consent of Wuikinuxv.

WUIKINUXV ARCHAEOLOGICAL HUMAN REMAINS

7. If, after the Effective Date, any Wuikinuxv Archaeological Human Remains or Associated Burial Objects come into the permanent possession of Canada or British Columbia, Canada or British Columbia will, at the request of Wuikinuxv, transfer the Wuikinuxv Archaeological Human Remains or Associated Burial Objects to Wuikinuxv in accordance with Federal Law, federal policy, Provincial Law and provincial policy.
8. In the event of competing claims with another aboriginal group as to whether Archaeological Human Remains or Associated Burial Objects are Wuikinuxv Archaeological Human Remains or Associated Burial Objects, the parties to the dispute will resolve the competing claims between themselves and Wuikinuxv will provide British Columbia or Canada, as the case may be, with written confirmation of the settlement of the dispute before the negotiation of the transfer proceeds.

MANAGEMENT OF HERITAGE SITES AND ARTIFACTS IN WUIKINUXV TERRITORY

9. Wuikinuxv owns any artifact discovered on Wuikinuxv Land after the Effective Date, unless another person establishes ownership of the artifact.
10. Prior to the conclusion of the Wuikinuxv Treaty, British Columbia and Wuikinuxv will discuss and attempt to reach an agreement for the conservation and protection of Heritage Sites in Wuikinuxv Territory.
11. Prior to the conclusion of the Wuikinuxv Treaty, Wuikinuxv and British Columbia will address artifacts that are recovered from Heritage Sites located off Wuikinuxv Land in Wuikinuxv Territory.

12. After the Effective Date, if any Wuikinuxv Artifact discovered outside Wuikinuxv Land comes into the permanent possession of Canada, at the request of Wuikinuxv, Canada may lend or transfer its legal interest in that artifact to Wuikinuxv in accordance with an agreement negotiated between Wuikinuxv and Canada.

CANADIAN MUSEUM OF CIVILIZATION

13. Prior to the conclusion of the Wuikinuxv Treaty, Canadian Museum of Civilization and Wuikinuxv will negotiate arrangements related to Wuikinuxv Artifacts in the permanent collection of Canadian Museum of Civilization.

ROYAL BRITISH COLUMBIA MUSEUM

14. The Wuikinuxv Treaty will set out all the Wuikinuxv Artifacts in the permanent collection of the Royal British Columbia Museum on the Effective Date that will be transferred to Wuikinuxv.
15. British Columbia will transfer to Wuikinuxv without condition all its legal interests in, and possession of, the Wuikinuxv Artifacts referred to in paragraph 14:
 - a. as soon as practicable following a request of Wuikinuxv;
 - b. if there is not a request by Wuikinuxv, within five years after Effective Date; or
 - c. by any other date agreed to by British Columbia and Wuikinuxv.
16. Notwithstanding the five year time period contemplated by 15b, if the transfer of Wuikinuxv Artifacts has not occurred within five years following the Effective Date, at the request of Wuikinuxv or the Royal British Columbia Museum, Wuikinuxv and the Royal British Columbia Museum will negotiate and attempt to reach an agreement on:
 - a. the extension of that time period for up to an additional five years, and
 - b. the payment by Wuikinuxv of the costs of the Royal British Columbia Museum associated with holding Wuikinuxv Artifacts during any such extended time period, including costs related to storage, insurance, access, inspection and shipping of those Wuikinuxv Artifacts.

17. The transfer of the legal interests in, and possession of, the Wuikinuxv Artifacts under paragraph 15 is deemed to occur:
 - a. when those Wuikinuxv Artifacts arrive at a location for delivery designated in writing by Wuikinuxv; or
 - b. if Wuikinuxv does not designate a location for delivery, when those Wuikinuxv Artifacts are delivered to the address for Wuikinuxv set out in the General Provisions Chapter.

18. The Royal British Columbia Museum:
 - a. will continue to hold the Wuikinuxv Artifacts referred to in paragraph 14 under the same terms and conditions as they are held on the Effective Date, until they are transported to Wuikinuxv;
 - b. will not be liable for any loss or damage to those Wuikinuxv Artifacts unless the loss or damage results from dishonesty, gross negligence, or malicious or willful misconduct of its employees or agents; and
 - c. will determine the transportation arrangements for, and will transport, those Wuikinuxv Artifacts in accordance with the prevailing practices of the Royal British Columbia Museum for transportation of artifacts to museums.

19. The Royal British Columbia Museum and Wuikinuxv will enter into mutually agreeable custodial arrangements for Wuikinuxv Artifacts that remain at the Royal British Columbia Museum, which may include, but are not limited to:
 - a. loans from Royal British Columbia Museum collections;
 - b. conditions of maintenance, storage and handling of Wuikinuxv cultural materials and Wuikinuxv Artifacts in Royal British Columbia Museum collections;
 - c. conditions of access to and use, including study, display and reproduction, of Wuikinuxv cultural materials, Wuikinuxv Artifacts and associated records in Royal British Columbia Museum collections, by the public, researchers and scholars;
 - d. provisions for sharing of information and incorporating new information into catalogue records and displays of Wuikinuxv cultural materials and Wuikinuxv Artifacts in Royal British Columbia Museum collections; and
 - e. time limits for the provision of information requested.

20. A custodial arrangement agreement under paragraph 19 will respect Wuikinuxv cultural traditions relating to Wuikinuxv Artifacts and will comply with Federal Law and Provincial Law.

OTHER COLLECTIONS

21. At the request of Wuikinuxv, Canada will use reasonable efforts to facilitate access by Wuikinuxv to Wuikinuxv Artifacts and Wuikinuxv Archaeological Human Remains that are held in Canadian public collections.
22. At the request of Wuikinuxv, the Royal British Columbia Museum will share, in accordance with Federal Law and Provincial Law, any information it has about Wuikinuxv Artifacts or Wuikinuxv Archaeological Human Remains in other public collections in Canada.

PLACE NAMING

23. After the Effective Date, British Columbia will name or rename with 'Wuik'ala names the geographic features that will be set out in an Appendix to the Wuikinuxv Treaty.
24. After the Effective Date, Wuikinuxv may propose that British Columbia name or rename other geographic features with 'Wuik'ala names, and British Columbia will consider those proposals in accordance with provincial policy and procedures.
25. At the request of Wuikinuxv, British Columbia will record in the British Columbia Geographic Names Database 'Wuik'ala names and historic background information submitted by Wuikinuxv for the geographic features that will be set out in an Appendix to the Wuikinuxv Treaty, in accordance with provincial policy and procedures.

**CHAPTER 17
FISHERIES**

1. As set out in paragraph 2 of the General Provisions Chapter, while this Agreement does not address fisheries matters, the Parties will address those matters prior to the conclusion of the Wuikinuxv Treaty.

**CHAPTER 18
ELIGIBILITY AND ENROLMENT**

GENERAL

1. Enrolment under the Wuikinuxv Treaty will not:
 - a. confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act* or any of the rights or benefits under the *Indian Act*;
 - b. impose any obligation on Canada or British Columbia to provide rights or benefits, except as set out in the Wuikinuxv Treaty or in any Federal Law or Provincial Law.

WUIKINUXV ELIGIBILITY CRITERIA

2. An individual will be eligible to be enrolled under the Wuikinuxv Treaty if that individual:
 - a. is registered or entitled to be registered on the Wuikinuxv Nation band list under the *Indian Act* as of the day before the Effective Date;
 - b. is of Wuikinuxv ancestry;
 - c. was adopted under laws recognized in Canada by an individual eligible for enrolment under subparagraph 2a or b;
 - d. was adopted under Wuikinuxv custom after the Effective Date;
 - e. is accepted by Wuikinuxv as Wuikinuxv in accordance with Wuikinuxv custom; or
 - f. is a descendant of an individual eligible for enrolment under subparagraph 2a, b, or c.
3. Notwithstanding subparagraph 2f, where an individual having no aboriginal ancestry became a member of the Wuikinuxv Nation before April 17, 1985 because of marriage to a member of the Wuikinuxv Nation, and that individual subsequently has a Child with another individual who is not eligible to be enrolled under paragraph 2, that Child will not be eligible for enrolment under subparagraph 2f.

APPLICATIONS FOR ENROLMENT

4. An individual may in accordance with this Chapter:
 - a. apply to the Wuikinuxv Enrolment Committee, or a body established under paragraph 41, for enrolment under the Wuikinuxv Treaty;
 - b. appeal a decision of the Wuikinuxv Enrolment Committee to the Wuikinuxv Enrolment Appeal Board; and
 - c. seek judicial review of a decision of the Wuikinuxv Enrolment Appeal Board or a body established under paragraph 41;

on the individual's own behalf, or on behalf of a Child or an adult whose affairs the individual has legal authority to manage.
5. Each individual has the responsibility of demonstrating to the Wuikinuxv Enrolment Committee that he or she, or the Child or adult on whose behalf the individual makes the application, meets the Eligibility Criteria.

OTHER LAND CLAIMS AGREEMENTS AND INDIAN BAND MEMBERSHIP

6. Other than as provided below, an individual who is a beneficiary or has applied for enrolment under another treaty or another land claims agreement in Canada will not at the same time be enrolled under the Wuikinuxv Treaty.
7. Upon application to be enrolled under the Wuikinuxv Treaty, an applicant must notify the Wuikinuxv Enrolment Committee or a body established under paragraph 41 if he or she, or the Child or adult on whose behalf the individual makes the application, is a beneficiary or has applied for enrolment under another treaty or land claims agreement in Canada.
8. Subject to paragraph 9, a person described in paragraph 6 is eligible to be enrolled if that individual meets the Eligibility Criteria.
9. An individual who has been enrolled under paragraph 6 will:
 - a. within 120 days following the Effective Date; or
 - b. where the decision to accept his or her application to be enrolled under paragraph 6 is made after the Effective Date, within 120 days of receiving written notification that he or she has been enrolled from the

Wuikinuxv Enrolment Committee or body established under paragraph 41;

provide written evidence to a body established under paragraph 41 to demonstrate that the individual has ceased to be a beneficiary or has withdrawn his or her application for enrolment under another treaty or land claims agreement in Canada.

10. If an individual enrolled under paragraph 6 fails to satisfy the requirements of paragraph 7, his or her name will be removed from the Enrolment Register.
11. An individual enrolled under paragraph 8 is not entitled to exercise any rights or benefits under the Wuikinuxv Treaty until he or she has satisfied the requirements under paragraph 9.
12. An individual who was a member or a registered Indian of a Band other than the Wuikinuxv Nation will:
 - a. within 120 days after the Effective Date, or
 - b. where the decision to accept his or her application to be enrolled under paragraph 8 is made after the Effective Date, within 120 days of receiving written notification from the Wuikinuxv Enrolment Committee or a body established under paragraph 41, that he or she has been enrolled,

do all things necessary to request Canada to change his or her affiliation to Wuikinuxv and to issue a new status card.

WUIKINUXV ENROLMENT COMMITTEE

13. At the beginning of the Initial Enrolment Period, Wuikinuxv will establish the Wuikinuxv Enrolment Committee to be responsible for the Wuikinuxv enrolment process during the Initial Enrolment Period and will be comprised of three representatives appointed by the Wuikinuxv Nation.
14. Wuikinuxv will notify Canada and British Columbia of the members of the Wuikinuxv Enrolment Committee upon their appointment.
15. The Wuikinuxv Enrolment Committee will:
 - a. establish its enrolment procedures and set its time limits;
 - b. publish its enrolment procedures, including the Eligibility Criteria and a list of the documentation and information required of each applicant, in time for any individual to review;

- c. take reasonable steps to notify individuals potentially eligible to be enrolled of the Eligibility Criteria and application procedures;
- d. provide an application form to any individual who wishes to apply for enrolment;
- e. consider and decide each application based on the Eligibility Criteria and:
 - i. enrol each applicant, or the individual upon whose behalf the application was submitted, who demonstrates that he or she, or the individual upon whose behalf the application was submitted, meets the Eligibility Criteria; and
 - ii. refuse to enrol each applicant, or the individual upon whose behalf the application was submitted, who does not demonstrate that he or she, or the individual upon whose behalf the application was submitted, meets the Eligibility Criteria,
- f. receive applications for enrolment;
- g. establish and maintain an Enrolment Register;
- h. add names to, delete names from or amend names on the Enrolment Register in accordance with this Chapter and decisions of the Enrolment Appeal Board;
- i. notify in writing each applicant and the Parties of its decision, and, if enrolment is refused, provide written reasons;
- j. at the time of notification, advise enrollees of the process set out in paragraph 8 by which any condition on enrolment may be removed;
- k. provide a copy of the Enrolment Register, and any other relevant information requested, to the Ratification Committee in a timely manner;
- l. provide a true copy of the Enrolment Register to the Parties on request;
- m. provide information with respect to an enrolment application, in confidence, on request to the Parties and the Enrolment Appeal Board;
- n. unless otherwise provided in this Chapter, keep information provided in respect of an enrolment application confidential; and
- o. report to the Parties on the enrolment process as requested.

16. During the Initial Enrolment Period, after a decision by the Wuikinuxv Enrolment Committee and before any appeal of that decision is commenced, the applicant may submit new information to the Wuikinuxv Enrolment Committee.
17. The Wuikinuxv Enrolment Committee may, before an appeal of a decision is commenced, vary its decision on the basis of new information.
18. If the Wuikinuxv Enrolment Committee fails to decide upon an enrolment application within the time established in its Enrolment procedures, the enrolment application will be deemed to be refused and the failure to decide constitutes grounds for appeal to the Enrolment Appeal Board.
19. Subject to the appeal provisions of this Chapter, all decisions of the Wuikinuxv Enrolment Committee will be final and binding and not otherwise subject to review by any court.
20. If an applicant applies to have his or her own name, or the name of a Child, or an adult, whose affairs he or she has the legal authority to manage, removed from the Wuikinuxv Enrolment Register, the Wuikinuxv Enrolment Committee will remove the name and will notify the applicant.

WUIKINUXV ENROLMENT APPEAL BOARD

21. Wuikinuxv and Canada will establish the Wuikinuxv Enrolment Appeal Board at a date agreed upon by the Parties to be responsible for the enrolment appeal process set out in the Wuikinuxv Treaty.
22. Canada and Wuikinuxv will each appoint one member to the Wuikinuxv Enrolment Appeal Board and will jointly appoint a third member, and the members will select from among themselves a chairperson.
23. A member of the Wuikinuxv Enrolment Committee will not be a member of the Wuikinuxv Enrolment Appeal Board.
24. The Wuikinuxv Enrolment Appeal Board will consider and decide appeals from decisions of the Wuikinuxv Enrolment Committee.
25. During the Initial Enrolment Period, an applicant under paragraph 4 or a Party may appeal by written notice to the Wuikinuxv Enrolment Appeal Board:
 - a. any decision of the Wuikinuxv Enrolment Committee made under subparagraph 15e, or paragraph 17; and

- b. an application deemed to be refused under paragraph 18.
26. The Wuikinuxv Enrolment Appeal Board will:
- a. establish its own procedures and time limits;
 - b. publish its procedures and time limits;
 - c. hear and determine any appeal brought under paragraph 25 and decide whether the individual will be enrolled;
 - d. conduct its hearings in public unless it determines in a particular case that there are reasons for confidentiality that outweigh the public interest in an open hearing;
 - e. maintain a record of its decisions and communicate them to the Wuikinuxv Enrolment Committee as required;
 - f. provide written reasons for its decision to the applicant, the Wuikinuxv Enrolment Committee, and the Parties; and
 - g. report to the Parties on the appeal process as requested.
27. As of the Effective Date, the Wuikinuxv Enrolment Appeal Board may:
- a. by subpoena, require any individual to appear before the Wuikinuxv Enrolment Appeal Board as a witness and produce any relevant documents in that individual's possession; and
 - b. direct any witness to answer on oath or solemn affirmation any relevant questions posed to the witness.
28. If an individual fails to comply with a subpoena or direction of the Wuikinuxv Enrolment Appeal Board made under paragraph 27, on application by the Wuikinuxv Enrolment Appeal Board, a judge of the Supreme Court of British Columbia may enforce a subpoena or direction.
29. Any applicant, Party, or witness appearing before the Wuikinuxv Enrolment Appeal Board may be represented by counsel or agent.
30. Subject to paragraphs 31 to 34, all decisions of the Wuikinuxv Enrolment Appeal Board will be final and binding.

JUDICIAL REVIEW

31. The applicant or a Party may apply to the Supreme Court of British Columbia to review a decision of the Wuikinuxv Enrolment Appeal Board, or any body established under paragraph 41, on the grounds that the Wuikinuxv Enrolment Appeal Board or body:
 - a. acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;
 - b. failed to observe procedural fairness;
 - c. erred in law; or
 - d. based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.
32. On an application for judicial review under paragraph 31, the Supreme Court of British Columbia may either dismiss the application, or set aside the decision and refer the matter back to the Wuikinuxv Enrolment Appeal Board, or any body established under paragraph 41, for determination in accordance with such directions as the Court considers appropriate.
33. If the Wuikinuxv Enrolment Appeal Board, or any body established under paragraph 41, refuses or fails to hear or decide an appeal within a reasonable time, an applicant or a Party may apply to the Supreme Court of British Columbia for an order directing the Wuikinuxv Enrolment Appeal Board or body to hear or decide the appeal in accordance with such directions as the Court considers appropriate.
34. An application for judicial review under paragraph 31 must be brought within 60 days of notification of the decision of the Enrolment Appeal Board, or any body established under paragraph 41, or within a longer time as determined by the court.

ACTIONS AGAINST

35. No action lies against or may be commenced against the Wuikinuxv Enrolment Appeal Board, or any member of the Wuikinuxv Enrolment Appeal Board, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this Chapter.

COSTS

36. Canada and British Columbia will provide to Wuikinuxv an agreed amount of funding for the Wuikinuxv Enrolment Committee and the Wuikinuxv Enrolment Appeal Board to carry out the duties and responsibilities set out in this Chapter, commenced during the Initial Enrolment Period.
37. The Wuikinuxv Enrolment Committee and the Wuikinuxv Enrolment Appeal Board will operate within their approved budgets.

DISSOLUTION OF WUIKINUXV ENROLMENT COMMITTEE AND WUIKINUXV ENROLMENT APPEAL BOARD

38. The Wuikinuxv Enrolment Committee will be dissolved when it has rendered final decisions in respect of applications commenced before the end of the Initial Enrolment Period.
39. The Wuikinuxv Enrolment Appeal Board will be dissolved when it has rendered final decisions in respect of appeals initiated in respect of applications commenced before the end of the Initial Enrolment Period.
40. On dissolution, the Wuikinuxv Enrolment Committee and the Wuikinuxv Enrolment Appeal Board will provide their records to Wuikinuxv and to Canada or British Columbia upon request.

ENROLMENT AFTER INITIAL ENROLMENT PERIOD

41. After the Initial Enrolment Period, Wuikinuxv will:
 - a. be responsible for an enrolment process, including the application of the Eligibility Criteria and the administrative costs of that process;
 - b. maintain the Enrolment Register;
 - c. provide a true copy of the Enrolment Register to Canada and British Columbia each year or as otherwise requested by Canada or British Columbia; and
 - d. provide information concerning enrolment to Canada and British Columbia upon request by Canada or British Columbia.

**CHAPTER 19
WUIKINUXV GOVERNMENT**

WUIKINUXV SELF-GOVERNMENT

1. Wuikinuxv will have the right to self-government and the authority to make laws, as set out in the Wuikinuxv Treaty.
2. The rights, powers, privileges and authorities of Wuikinuxv will be exercised in accordance with:
 - a. the Wuikinuxv Treaty, and
 - b. laws enacted by Wuikinuxv, including the Wuikinuxv Constitution; and
 - c. any other agreement that provides Wuikinuxv Government the authority to make laws.
3. The Wuikinuxv Government, as provided for under the Wuikinuxv Constitution and the Wuikinuxv Treaty, will be the government of Wuikinuxv.

LEGAL STATUS AND CAPACITY

4. Wuikinuxv will be a legal entity with the capacity, rights, powers, and privileges of a natural person including the ability to:
 - a. enter into contracts and agreements;
 - b. acquire and hold property or an interest in property, and sell or otherwise dispose of that property or interest;
 - c. raise, spend, invest, and borrow money;
 - d. sue and be sued; and
 - e. do other things ancillary to the exercise of its rights, powers, and privileges.

CONSTITUTION OF WUIKINUXV

5. Wuikinuxv will have a Constitution, consistent with the Wuikinuxv Treaty, which will provide:

- a. for a democratic Wuikinuxv Government including its membership, powers, composition and duties;
- b. that the Wuikinuxv Government be accountable to Wuikinuxv Citizens, with elections in accordance with principles of democracy at least every five years;
- c. for the qualifications of members of the Wuikinuxv Government;
- d. for a process for the removal of elected officials;
- e. that only Wuikinuxv Citizens may vote in elections for the Wuikinuxv Government;
- f. that the Wuikinuxv Government be financially accountable to Wuikinuxv Citizens through a system of financial administration, with standards comparable to those generally accepted for governments in Canada;
- g. that the Wuikinuxv Government establish rules respecting conflict of interest comparable to those generally accepted for governments of a similar size in Canada;
- h. for a process for challenges to the validity of a Wuikinuxv Law;
- i. for a process for the amendment of the Wuikinuxv Constitution by Wuikinuxv, in accordance with principles of democracy;
- j. that all individuals who are enrolled under the Wuikinuxv Treaty are entitled to be Wuikinuxv Citizens;
- k. for the establishment of Wuikinuxv Public Institutions;
- l. a process for the enactment of laws by the Wuikinuxv Government;
- m. for a transitional Wuikinuxv Government from the Effective Date until the first elected Wuikinuxv Government takes office;
- n. that any Wuikinuxv Law which is inconsistent with the Wuikinuxv Constitution is to the extent of the inconsistency, of no force and effect;
- o. for conditions under which Wuikinuxv may dispose of Wuikinuxv Land or interests in Wuikinuxv Land;
- p. for recognition and protection of the rights and freedoms of the Wuikinuxv Citizens; and

- q. for other related matters.
- 6. The Wuikinuxv Constitution, once ratified in accordance with the Wuikinuxv Treaty, will come into force on the Effective Date.
- 7. Wuikinuxv may incorporate by reference within a Wuikinuxv Law any Federal Law or Provincial Law in respect of a matter under its jurisdiction under the Wuikinuxv Treaty.

WUIKINUXV GOVERNMENT STRUCTURE

- 8. The Wuikinuxv Government consists of elected members as set out in the Wuikinuxv Constitution and the Wuikinuxv Treaty, and may include appointed members and elements of traditional governance.
- 9. A majority of the members of the Wuikinuxv Government will be elected, as provided for in the Wuikinuxv Constitution.
- 10. Subject to paragraph 9, the Wuikinuxv Constitution may provide for the appointment of members of the Wuikinuxv Government, including the process for appointment, duties and other related matters.

WUIKINUXV ELECTIONS

- 11. Elections for the Wuikinuxv Government will be held in accordance with the Wuikinuxv Constitution and other Wuikinuxv Law.

APPEAL AND REVIEW OF ADMINISTRATIVE DECISIONS

- 12. The Wuikinuxv Government will establish processes for appeal or review of administrative decisions made by Wuikinuxv Institutions and if those processes provide for a right of appeal to a court, the Supreme Court of British Columbia will have jurisdiction to hear those appeals.
- 13. The Supreme Court of British Columbia has jurisdiction to hear applications for judicial review of administrative decisions taken by Wuikinuxv Institutions under a Wuikinuxv Law, but no application for judicial review may be brought until all procedures for appeal or review provided by the Wuikinuxv Government and applicable to that decision have been exhausted.

14. The *Judicial Review Procedure Act* applies to an application for judicial review under paragraph 13 as if the Wuikinuxv Law were an enactment within the meaning of that Act.
15. The Provincial Court of British Columbia or the Supreme Court of British Columbia, as the case may be, has jurisdiction to hear applications challenging the validity of Wuikinuxv Law.

REGISTRY OF LAWS

16. Wuikinuxv will:
 - a. maintain a public registry of Wuikinuxv Law in the English language, which version is authoritative, and, at the discretion of Wuikinuxv, in 'Wuik'ala;
 - b. establish procedures for the coming into force and publication of Wuikinuxv Law; and
 - c. subject to paragraphs 23 to 26 in this Chapter and to paragraph 24 of the Access Chapter, notify Canada and British Columbia of any Wuikinuxv Law that is enacted.

INDIVIDUALS WHO ARE NOT WUIKINUXV CITIZENS

17. The Wuikinuxv Treaty will provide that Wuikinuxv Institutions will consult with Non-Citizens about Wuikinuxv Institution decisions which directly and significantly affect them, and that Non-Citizens have access to review and appeal procedures established under paragraph 12 in respect of the activities that directly and significantly affect them.
18. In addition to the requirement to consult under paragraph 17, Wuikinuxv will provide Non-Citizens with the opportunity to participate in the decision-making processes of a Wuikinuxv Public Institution if the activities of the Wuikinuxv Public Institution directly and significantly affect Non-Citizens.
19. For the purposes of paragraph 18, a Wuikinuxv Public Institution must provide:
 - a. notice of the matter to be decided;
 - b. sufficient information with respect to the matter to permit Non-Citizens to prepare their views on the matter;

- c. a reasonable period of time to permit Non-Citizens to prepare their views on the matter;
 - d. an opportunity for Non-Citizens to present their views on the matter; and
 - e. a full and fair consideration of any views on the matter so presented by Non-Citizens.
20. Wuikinuxv will establish the means of participation under paragraph 19 by Wuikinuxv Law at the same time that it establishes a Wuikinuxv Public Institution whose activities may directly and significantly affect Non-Citizens.

TRANSITIONAL PROVISIONS

Wuikinuxv Government

21. The Chief Councilor and Councilors of the Wuikinuxv Nation under the *Indian Act* on the day immediately before the Effective Date are the elected members of the Wuikinuxv Government from the Effective Date until the office holders elected in the first election take office.
22. The first election for the officers of the Wuikinuxv Government will be initiated no later than six months after the Effective Date and the officers elected in the election will take office no later than one year after the Effective Date.

Law-making by Wuikinuxv

23. Wuikinuxv will give at least six months written notice to Canada and British Columbia of any proposed Wuikinuxv Law in relation to:
- a. adoption;
 - b. Child Protection Services;
 - c. health services;
 - d. family and social services;
 - e. Child Care; or
 - f. kindergarten to grade 12 education.
24. Upon agreement by the Parties, Wuikinuxv may exercise a law-making authority before the expiration of the six month notice period under paragraph 23.

25. At the written request of any Party made within three months of receiving notice under paragraph 23, the relevant Parties will discuss:
- a. options to address the interests of Wuikinuxv through methods other than the exercise of law-making authority;
 - b. any transfer of cases and related documentation from federal or provincial institutions to Wuikinuxv Institutions, including any confidentiality and privacy considerations;
 - c. any transfer of assets from federal or provincial institutions to Wuikinuxv Institutions;
 - d. any appropriate amendments to Federal Law or Provincial Law;
 - e. immunity of individuals providing services or exercising authority under Wuikinuxv Law; and
 - f. other matters agreed to by the Parties.
26. The Parties may enter into agreements regarding any of the matters set out in paragraph 23, but an agreement under this paragraph is not a condition precedent to the exercise of law-making authority by Wuikinuxv, and such authority may be exercised immediately following the six-month notice period under paragraph 23 or the notice period agreed upon in paragraph 24.

NOTIFICATION OF PROVINCIAL LEGISLATION

27. Subject to paragraph 33 or an agreement under paragraph 31, before legislation is introduced in the Legislative Assembly or before a regulation is approved by the Lieutenant Governor in Council, British Columbia will notify Wuikinuxv if:
- a. the Wuikinuxv Treaty provides Wuikinuxv law-making authority in respect of the subject matter of the legislation or regulation;
 - b. the legislation or regulation may affect the protections, immunities, limitations in respect of liability, remedies over, and rights referred to in paragraphs 52 and 53; or
 - c. the legislation or regulation may affect:
 - i. the rights, powers, duties, obligations, or

- ii. the protections, immunities, or limitations in respect of liability,

referred to in paragraph 43 of the Governance Chapter, except where this cannot be done for reasons of emergency or confidentiality.
- 28. If British Columbia does not notify Wuikinuxv under paragraph 27 for reasons of emergency or confidentiality, British Columbia will notify Wuikinuxv that the legislation has been introduced in the Legislative Assembly or the regulation has been deposited with the registrar of regulations.
- 29. Notification under paragraphs 27 and 28 will include:
 - a. the nature and purpose of the proposed legislation or regulation; and
 - b. the date the proposed legislation or regulation is anticipated to take effect, if it has not already done so.
- 30. Wuikinuxv and British Columbia may enter into an agreement establishing alternatives to the obligations which would otherwise apply under paragraphs 27, 28, 29 and 31.
- 31. Subject to paragraphs 32 and 33 or an agreement under paragraph 31, if, within 30 days after notice is given under paragraph 27 or 28 or by agreement under paragraph 30, Wuikinuxv makes a written request to British Columbia, then British Columbia and Wuikinuxv will discuss the effect of the legislation or regulation, if any, on:
 - a. a law which has been enacted by Wuikinuxv under the Wuikinuxv Treaty;
or
 - b. a matter referred to in subparagraph 27b or 27c.
- 32. If British Columbia establishes a process or has established a process providing for collective discussion with First Nation Governments in British Columbia in relation to matters referred to in paragraph 31:
 - a. Wuikinuxv will be invited to participate in that process; and
 - b. the process will be deemed to satisfy British Columbia's obligation for discussion in respect of a particular matter under paragraph 31.
- 33. If Wuikinuxv is a member of a representative body and, with the consent of Wuikinuxv, British Columbia and that body enter into an agreement providing for consultation in respect of matters under paragraphs 27, 28 and 31, then consultations in respect of a particular matter will be deemed to satisfy British

Columbia's obligations for notification under paragraphs 27 and 28 and discussion under paragraph 31.

34. Unless British Columbia agrees otherwise, Wuikinuxv will retain the information provided under paragraphs 27 to 33 in strict confidence until such time, if ever, the draft legislation is given First Reading in the Legislative Assembly or a regulation is deposited with the registrar of regulations, as applicable.
35. The Parties acknowledge that nothing in paragraphs 27 to 33 is intended to interfere with British Columbia's legislative process.
36. Notwithstanding any other provision of the Wuikinuxv Treaty, to the extent that provincial legislation or a regulation referred to in paragraph 28 affects the validity of a Wuikinuxv Law, the Wuikinuxv Law will be deemed to be valid for a period of six months after the coming into force of the provincial legislation or regulation.

DELEGATION

37. Any law-making authority of Wuikinuxv under the Wuikinuxv Treaty may be delegated by a Wuikinuxv Law to:
 - a. an Wuikinuxv Public Institution;
 - b. another First Nation Government in British Columbia;
 - c. a public institution established by one or more First Nation Governments in British Columbia;
 - d. British Columbia;
 - e. Canada;
 - f. a Local Government; or
 - g. a legal entity as agreed to by the Parties,if the delegation and the exercise of any law-making authority is in accordance with the Wuikinuxv Treaty and the Wuikinuxv Constitution.
38. Any authority of Wuikinuxv under the Wuikinuxv Treaty other than a law-making authority may be delegated by a Wuikinuxv Law to:
 - a. any body set out in paragraph 37; or

- b. a legal entity in Canada,

if the delegation and the exercise of any delegated authority is in accordance with the Wuikinuxv Treaty and the Wuikinuxv Constitution.
- 39. Any delegation under paragraph 37 or 38 requires the written consent of the delegate.
- 40. Wuikinuxv may enter into agreement to receive authorities, including law-making authority, by delegation.

LAW-MAKING

- 41. Wuikinuxv may make laws in respect of the administration, management and operation of the Wuikinuxv Government including:
 - a. the establishment of Wuikinuxv Public Institutions, including their respective powers, duties, composition and membership, but any incorporation of a Wuikinuxv Public Institution will be under Federal Law or Provincial Law;
 - b. the powers, duties, responsibilities, remuneration and indemnification of members, officials and appointees of Wuikinuxv Public Institutions;
 - c. the establishment of Wuikinuxv Corporations, but the registration or incorporation of Wuikinuxv Corporations must be under Federal Law or Provincial Law;
 - d. financial administration of Wuikinuxv and Wuikinuxv Public Institutions;
and
 - e. elections, by-elections, and referenda.
- 42. Wuikinuxv will make laws to provide Wuikinuxv Citizens with reasonable access to information in the custody or control of a Wuikinuxv Institution.
- 43. Wuikinuxv will make laws to provide individuals other than Wuikinuxv Citizens with reasonable access to information in the custody or control of a Wuikinuxv Institution regarding matters that directly and significantly affect those individuals.
- 44. Wuikinuxv Law under paragraph 41, 42 or 43 prevails to the extent of a Conflict with Federal Law or Provincial Law, unless the Conflict is with respect to the

protection of personal information, in which case the Federal Law or Provincial Law prevails to the extent of the Conflict.

WUIKINUXV GOVERNMENT LIABILITY

Members or Former Members of the Wuikinuxv Government

45. No action for damages lies or may be instituted against a member or former member of the Wuikinuxv Government for:
- a. anything said or done, or omitted to be said or done, by or on behalf of Wuikinuxv or the Wuikinuxv Government by somebody other than that member or former member while he or she is, or was, a member;
 - b. any alleged neglect or default in the performance, or intended performance, of a duty, or the exercise of a power, of Wuikinuxv or the Wuikinuxv Government while that individual is, or was, a member;
 - c. anything said or done or omitted to be said or done by that individual in the performance, or intended performance, of the individual's duty or the exercise of the individual's power; or
 - d. any alleged neglect or default in the performance, or intended performance, of that individual's duty or exercise of that individual's power.
46. Subparagraphs 45c and 45d do not provide a defence if:
- a. the individual has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct; or
 - b. the cause of action is libel or slander.
47. Subparagraphs 45c and 45d do not absolve Wuikinuxv from vicarious liability arising out of a tort committed by a member or former member of the Wuikinuxv Government for which Wuikinuxv would have been liable had those subparagraphs not been in effect.

Wuikinuxv Public Officers

48. No action for damages lies or may be instituted against a Wuikinuxv Public Officer or former Wuikinuxv Public Officer:

- a. for anything said or done or omitted to be said or done by that individual in the performance, or intended performance, of the individual's duty or the exercise of the individual's power; or
 - b. for any alleged neglect or default in the performance, or intended performance, of that individual's duty or exercise of that individual's power.
49. Paragraph 48 does not provide a defence if:
- a. the Wuikinuxv Public Officer has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct; or
 - b. the cause of action is libel or slander.
50. Paragraph 48 does not absolve any of the corporations or bodies referred to in the definition of Wuikinuxv Public Officer from vicarious liability arising out of a tort committed by a Wuikinuxv Public Officer for which the corporation or body would have been liable had that paragraph not been in effect.
51. Notwithstanding paragraph 49, except as may be otherwise provided under Federal Law or Provincial Law, a Wuikinuxv Public Officer does not have protections, immunities or limitations in respect of liability, in respect of the provision of a service, if no persons delivering reasonably similar programs or services under Federal Law or Provincial Law have protections, immunities, limitations in respect of liability and rights under Federal Law or Provincial Law.

Wuikinuxv and Wuikinuxv Government

52. Wuikinuxv and the Wuikinuxv Government have the protections, immunities, limitations in respect of liability, remedies over and rights provided to a municipality and its municipal council under Part 7 of the *Local Government Act*.
53. Subject to paragraph 1b of the Access Chapter, Wuikinuxv has the protections, immunities, limitations in respect of liability, remedies over and rights provided to a municipality under the *Occupiers Liability Act* and, for greater certainty, has those protections, immunities, limitations in respect of liability, remedies over and rights, in respect of a road on Wuikinuxv Land used by the public, or by industrial or resource users, if Wuikinuxv is the occupier of that road.

Writ of Execution against Wuikinuxv

54. Notwithstanding paragraph 55, a writ of execution against Wuikinuxv must not be issued without leave of the Supreme Court of British Columbia, which may:
- a. permit its issue at a time and on conditions the court considers proper; or
 - b. refuse to permit it to be issued or suspend action under it on terms and conditions the court thinks proper or expedient.
55. In determining how it will proceed under paragraph 54, the court must have regard to:
- a. any reputed insolvency of Wuikinuxv;
 - b. any security afforded to the person entitled to the judgment by the registration of the judgment;
 - c. the delivery of programs or services by Wuikinuxv that are not provided by municipalities in British Columbia, and the funding of those programs or services; and
 - d. the immunities from seizure of assets of Wuikinuxv as set out in Wuikinuxv Treaty.

INCIDENTAL AUTHORITIES

56. For greater certainty, the authority of Wuikinuxv Government to make laws in respect of a subject matter, as set out in the Wuikinuxv Treaty, will include the authority to make laws and do other things as may be necessarily incidental to exercising its authority.

LOCAL GOVERNMENT RELATIONS

57. Wuikinuxv Land does not form part of any municipality or electoral area, and does not form part of any regional district unless Wuikinuxv becomes a member of the regional district in accordance with paragraph 65.
58. On the Effective Date, Wuikinuxv is responsible for managing its intergovernmental relations with Local Governments.

59. Nothing in the Wuikinuxv Treaty limits the ability of British Columbia to restructure regional districts or to amend or divide the boundaries of a regional district, municipality or electoral area in accordance with Provincial Law.
60. British Columbia will Consult with Wuikinuxv on any changes to the boundaries of a regional district or municipality that directly and significantly affect Wuikinuxv.

INTERGOVERNMENTAL AGREEMENTS

61. Wuikinuxv may enter into agreements with Local Governments with respect to the provision and delivery of:
 - a. Local Government services to Wuikinuxv Land; and
 - b. Wuikinuxv services for lands under the jurisdiction of Local Governments.
62. Any contractual service agreement between the Wuikinuxv Nation and a Local Government in effect on the Effective Date will remain in effect until such time as it is renegotiated or is terminated under the terms of the agreement.
63. Wuikinuxv and Local Governments may establish and maintain agreements that set out principles, procedures and guidelines for the management of their relationship. The matters that may be governed by such agreements include the following:
 - a. coordination and harmonization of land use and planning, including regulating land use, enforcement of regulations and development;
 - b. coordination and harmonization of property tax structures;
 - c. coordination and harmonization of the development of infrastructure;
 - d. cooperative economic development;
 - e. environmental protection; and
 - f. dispute resolution.
64. In the absence of an agreement under subparagraph 63a, Wuikinuxv will consult with a Local Government regarding planned activity on land that is contiguous with that Local Government's boundary.

REGIONAL DISTRICT MEMBERSHIP

65. Wuikinuxv may become a member of a regional district in accordance with Provincial Law.
66. If Wuikinuxv becomes a member of a regional district, Wuikinuxv will appoint an elected member of the Wuikinuxv Government to sit as director to the board of the regional district who will have the powers, duties and functions of a Treaty First Nation Director under Provincial Law.
67. If Wuikinuxv is a member of the regional district and a dispute arises, Wuikinuxv may be required to use a dispute resolution process set out in Provincial Law.

REGIONAL HOSPITAL DISTRICT MEMBERSHIP

68. Wuikinuxv Land forms part of the Central Coast Regional Hospital District.
69. On the Effective Date, Wuikinuxv will be a member of the Central Coast Regional Hospital District and will appoint an elected member of the Wuikinuxv Government to sit as a director on the board of the Central Coast Regional Hospital District in accordance with Provincial Law.
70. The Wuikinuxv director will have the functions, powers, duties, obligations and liability protections of a municipal director of the regional district hospital board as is provided to a "Treaty First Nation Director" under Provincial Law.
71. If Wuikinuxv becomes a member of the regional district under paragraph 65, Wuikinuxv's membership in the Central Coast Regional Hospital District under paragraph 69 will be replaced through regional district membership.

**CHAPTER 20
GOVERNANCE**

HEALTH AND WELLNESS

1. Wuikinuxv may make laws in respect of health services provided by a Wuikinuxv Institution on Wuikinuxv Land, including:
 - a. public and community health care programs and services, including long term and chronic care programs and home care and home nursing services;
 - b. addictions and substance abuse programs, services and related facilities including:
 - i. prevention and treatment of alcohol, substance and gambling addictions and abuse,
 - ii. counselling and after-care for addicts and abusers, and
 - iii. the establishment, designation and operation of detoxification centres;
 - c. the procedures and requirements for obtaining the informed consent of Wuikinuxv Citizens with respect to medical care, treatment and donation or receipt of blood and blood products, organs, tissues and genetic material;
 - d. programs and services for health promotion, disease prevention and control; and
 - e. promotion of mental health wellness, prevention of mental health problems and the provision of mental health support services.
2. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will address the concept of wellness in Wuikinuxv law-making and health program and service delivery.
3. Wuikinuxv Law under paragraph 1 will take into account the protection, improvement and promotion of public and individual health and safety.
4. Wuikinuxv Law under paragraph 1 does not apply to health services provided by a provincially-funded health institution, agency or body, other than an institution, agency or body established by Wuikinuxv.

5. At the request of any Party, the Parties will negotiate and attempt to reach agreement for the delivery and administration of federal and provincial health services and programs by a Wuikinuxv Public Institution for individuals residing on Wuikinuxv Land.
6. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under paragraph 1.
7. Notwithstanding paragraph 6, Wuikinuxv Law under paragraph 1 in respect of the organization and structure of Wuikinuxv Public Institutions used to deliver health services on Wuikinuxv Land will prevail to the extent of a Conflict with Federal Law or Provincial Law.

ABORIGINAL HEALERS

8. Wuikinuxv may make laws in respect of the authorization of individuals to practice as aboriginal healers on Wuikinuxv Land.
9. The authority to make laws under paragraph 8 does not include the authority to regulate:
 - a. medical or health practices that, or practitioners who, require licensing or certification under Federal Law or Provincial Law; or
 - b. products or substances that are regulated under Federal Law or Provincial Law.
10. Wuikinuxv Law under paragraph 8 must establish standards:
 - a. in respect of competence, ethics, and quality of practice that are reasonably required to protect the public; and
 - b. that are reasonably required to safeguard personal client information.
11. Wuikinuxv Law under paragraph 8 prevails to the extent of a Conflict with Federal Law or Provincial Law.

FAMILY AND SOCIAL SERVICES

12. Wuikinuxv may make laws in relation to family and social services provided by a Wuikinuxv Institution, including income assistance, social development, housing and family and community services.

13. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuiginuxv Law under paragraph 12.
14. Wuiginuxv law-making authority under paragraph 12 does not include the authority to make laws in respect of the licensing and regulation of facility-based services off Wuiginuxv Land.
15. If Wuiginuxv makes laws under paragraph 12, at the request of any Party, the Parties will negotiate and attempt to reach agreement in respect of exchange of information with regard to avoidance of double payments and related matters.
16. At the request of any Party, the Parties will negotiate and attempt to reach agreement for the administration and delivery by Wuiginuxv Institutions of federal and provincial social services and programs for all individuals residing on Wuiginuxv Land.

LIQUOR CONTROL

17. Wuiginuxv may make laws in respect of the prohibition of, and the terms and conditions for, the sale, exchange, possession, manufacture or consumption of liquor on Wuiginuxv Land.
18. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuiginuxv Law under paragraph 17.
19. British Columbia will not issue a licence, permit, or other authority to sell liquor on Wuiginuxv Land without the consent of Wuiginuxv.
20. A person with a licence, permit or other authority to sell liquor on Wuiginuxv Land must purchase the liquor from the British Columbia Liquor Distribution Branch or from any person authorized to sell liquor by the British Columbia Liquor Distribution Branch in accordance with Federal Law and Provincial Law.
21. British Columbia will, in accordance with Provincial Law, authorize individuals designated by Wuiginuxv to approve or deny applications for special occasion licences to sell liquor on Wuiginuxv Land.

SOLEMNIZATION OF MARRIAGES

22. Wuiginuxv may make laws in respect of:
 - a. the marriage rites and ceremonies of the Wuiginuxv culture; and

- b. the designation of Wuikinuxv Citizens to solemnize marriages.
23. Nothing in the *Marriage Act* will be construed as in any way preventing Wuikinuxv from solemnizing, according to the rites and ceremonies of the Wuikinuxv culture, a marriage between any two individuals:
- a. neither of whom is under any legal disqualification to contract marriage under Federal Law or Provincial Law; and
 - b. either or both of whom are Wuikinuxv Citizens.
24. A marriage may not be solemnized under Wuikinuxv Law unless the individuals intending to marry possess a valid marriage licence.
25. For the purposes of paragraph 24, marriage licences may only be issued by Wuikinuxv if:
- a. Wuikinuxv has been appointed as an issuer of marriage licences under Provincial Law; and
 - b. the issuance of the marriage licence complies with the *Marriage Act*.
26. After the solemnization of the marriage, a representative designated under subparagraph 22b will register the marriage:
- a. by entering a record of it in a marriage register book issued by Vital Statistics and kept by Wuikinuxv for that purpose; and
 - b. by providing the original registration to the chief executive officer under the *Vital Statistics Act*.
27. The chief executive officer or a person authorized by the chief executive officer under the *Vital Statistics Act* may, during normal business hours and as often as the chief executive officer considers necessary, inspect the marriage register book kept by the Wuikinuxv and compare it with the registrations returned by the Wuikinuxv under subparagraph 26b.
28. The record under subparagraph 26a must be signed:
- a. by each of the parties to the marriage;
 - b. by two witnesses; and
 - c. by a representative designated under subparagraph 22b.

29. A representative designated under paragraph 22b by whom a marriage is solemnized must observe and perform the duties imposed on him or her under the *Vital Statistics Act* respecting the records of marriage.
30. Subject to paragraphs 23 to 29, Wuikinuxv Law under paragraph 22 prevails to the extent of a Conflict with Federal Law or Provincial Law.

CHILD CARE

31. Wuikinuxv may make laws in respect of Child Care services on Wuikinuxv Land.
32. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under paragraph 31.
33. For greater certainty, Wuikinuxv Law under paragraph 31 in respect of curriculum development for Wuikinuxv language and culture will prevail to the extent of a Conflict with Federal Law or Provincial Law.

KINDERGARTEN TO GRADE 12 EDUCATION

34. Wuikinuxv may make laws in respect of kindergarten to grade 12 education on Wuikinuxv Land:
 - a. for Wuikinuxv Citizens; or
 - b. provided by a Wuikinuxv Institution.
35. Wuikinuxv Law under paragraph 34 must:
 - a. establish curriculum, examination, and other standards that permit transfers of students between school systems in British Columbia at a similar level of achievement and permit entry of students to the provincial post-secondary education systems; and
 - b. provide for the certification, other than for the teaching of 'Wuik'ala language and culture, of teachers, by a Wuikinuxv Public Institution, or a body recognized by British Columbia, in accordance with standards comparable to standards applicable to individuals who teach in public or provincially funded independent schools in British Columbia.

36. Wuikinuxv Law under paragraph 34 does not apply to schools under the *School Act* or the *Independent School Act*, unless the school is established under the *Independent School Act* by a Wuikinuxv Institution.
37. Wuikinuxv may make laws in respect of kindergarten to grade 12 home education of Wuikinuxv Citizens on Wuikinuxv Land.
38. Wuikinuxv Law under paragraphs 34 and 37 must not interfere with the ability of parents to decide where their children may be enrolled to receive kindergarten to grade 12 education.
39. Wuikinuxv Law under paragraph 34 or 37 prevails to the extent of a Conflict with Federal Law or Provincial Law.
40. At the request of Wuikinuxv or British Columbia, Wuikinuxv and British Columbia will negotiate and attempt to reach agreement concerning the provision of kindergarten to grade 12 education by a Wuikinuxv Institution to:
 - a. individuals other than Wuikinuxv Citizens residing on Wuikinuxv Land; or
 - b. Wuikinuxv Citizens residing off Wuikinuxv Land.

POST-SECONDARY EDUCATION

41. Wuikinuxv may make laws in respect of post-secondary education provided by a Wuikinuxv Public Institution on Wuikinuxv Land including:
 - a. the establishment of post-secondary education institutions with the ability to grant degrees, diplomas or certificates;
 - b. the determination of the curriculum for post-secondary education institutions established by Wuikinuxv; and
 - c. the provision for and coordination of adult education programs.
42. Federal Law and Provincial Law prevail to the extent of a Conflict with Wuikinuxv Law under paragraph 41.

EMERGENCY PREPAREDNESS

43. Wuikinuxv has:
 - a. the rights, powers, duties and obligations; and

- b. the protections, immunities and limitations in respect of liability
of a local authority under Federal Law and Provincial Law in respect of
emergency preparedness and emergency measures on Wuikinuxv Land.
- 44. Wuikinuxv may make laws in respect of its rights, powers, duties and obligations
under paragraph 43.
- 45. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv
Law under paragraph 44.
- 46. For greater certainty, Wuikinuxv may declare a state of local emergency, and
exercise the powers of a local authority in respect of local emergencies in
accordance with Federal Law and Provincial Law in respect of emergency
measures, but any declaration and any exercise of those powers is subject to the
authority of Canada and British Columbia under Federal Law and Provincial Law.
- 47. Nothing in the Wuikinuxv Treaty will affect the authority of:
 - a. Canada to declare a national emergency; or
 - b. British Columbia to declare a provincial emergency
under Federal Law and Provincial Law.

REGULATION OF BUSINESS

- 48. Wuikinuxv may make laws in respect of the regulation, licensing and prohibition
of business on Wuikinuxv Land, including the imposition of licence fees or other
fees.
- 49. Wuikinuxv law-making authority under paragraph 48 does not include the
authority to make laws in respect of the accreditation, certification or professional
conduct of professions and trades.
- 50. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv
Law under paragraph 48.

BUILDINGS AND STRUCTURES

- 51. Wuikinuxv may make laws in respect of buildings and structures on Wuikinuxv
Land.

- 52. The Canada Labour Code applies to federal works, federal undertakings and federal businesses on Wuikinuxv Land.
- 53. Subject to paragraph 54, Wuikinuxv Law under paragraph 51 will not establish standards for buildings or structures to which the British Columbia Building Code applies which are additional to or different from the standards established by the British Columbia Building Code.
- 54. At the request of Wuikinuxv, British Columbia and Wuikinuxv will negotiate and attempt to reach agreement to enable Wuikinuxv to establish standards for buildings or structures which are additional to or different from the standards established by the British Columbia Building Code.
- 55. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law made under paragraph 51.

PUBLIC WORKS

- 56. Wuikinuxv may make laws in respect of public works and related services on Wuikinuxv Land.
- 57. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law made under paragraph 56.

PUBLIC ORDER, PEACE AND SAFETY

- 58. Wuikinuxv may make laws in respect of the regulation, control or prohibition of any actions, activities or undertakings on Wuikinuxv Land that constitute, or may constitute, nuisance, a trespass, a danger to public health or a threat to public order, peace or safety.
- 59. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under paragraph 58.

WUIKINUXV CITIZENSHIP

- 60. Wuikinuxv may make laws in respect of Wuikinuxv citizenship.
- 61. Wuikinuxv citizenship does not:

- a. confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or
 - b. except as set out in the Wuikinuxv Treaty or in any Federal Law or Provincial Law, impose any obligation on Canada or British Columbia to provide rights or benefits.
62. Wuikinuxv Law under paragraph 60 prevails to the extent of a Conflict with Federal Law or Provincial Law.

WUIKINUXV ASSETS

63. Wuikinuxv may make laws with respect to the use, possession, management and disposition of assets of Wuikinuxv, a Wuikinuxv Public Institution or a Wuikinuxv Corporation:
- a. located off Wuikinuxv Land; and
 - b. located on Wuikinuxv Land.
64. For greater certainty, the law-making authority under paragraph 63 does not include the authority to make laws regarding creditors' rights and remedies.
65. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under subparagraph 63a.
66. Wuikinuxv Law prevails to the extent of a Conflict with Federal Law or Provincial Law under subparagraph 63b.

ADOPTION

67. For the purposes of paragraphs 68 to 76, all relevant factors must be considered in determining a Child's best interests, including those factors related to the Child's best interest that must be considered under the *Adoption Act*.
68. Wuikinuxv may make laws in respect of adoption in British Columbia for:
- a. Wuikinuxv Children; and
 - b. Children who reside on Wuikinuxv Land to be adopted by Wuikinuxv Citizens.

69. Wuikinuxv Law under paragraph 68 must:
- a. expressly provide that the best interests of the Child are the paramount consideration in determining whether an adoption will take place; and
 - b. provide for the consent of individuals whose consent to a Child's adoption is required under Provincial Law, subject to the power of the court to dispense with such consent under Provincial Law.
70. If Wuikinuxv makes laws under paragraph 68, Wuikinuxv will:
- a. develop operational and practice standards that promote the best interests of the Child; and
 - b. provide British Columbia and Canada with a record of all adoptions occurring under Wuikinuxv Law.
71. The Parties will negotiate and attempt to reach agreement on the information that will be included in the record under subparagraph 70b.
72. Wuikinuxv Law under paragraph 68 applies to the adoption of a Wuikinuxv Child residing off Wuikinuxv Land or a Child residing on Wuikinuxv Land who is not a Wuikinuxv Child if:
- a. the Child has not been placed for adoption under the *Adoption Act*, and all of the following consent to the application of the Wuikinuxv Law to the adoption:
 - i. the parents,
 - ii. if the Child has reached the age if consent to adoption is required under the *Adoption Act*, the Child; and
 - iii. if the Child is not under the guardianship of a Director, the guardian of the Child,
 - b. a Director designated under the *Child, Family and Community Services Act* is guardian of the Child, and the Director consents in accordance with subparagraph 73d; or
 - c. a court dispenses with the requirement for the consent referred to in subparagraph 72a, in accordance with the criteria that would be used by that court in an application to dispense with the requirement for a parent or guardian's consent to an adoption under Provincial Law.

73. If a Director designated under the *Child, Family and Community Service Act* becomes the guardian of a Wuikinuxv Child, the Director will:
- a. provide notice to Wuikinuxv that the Director is the guardian of the Wuikinuxv Child;
 - b. provide notice to Wuikinuxv when the Director applies for a continuing custody order;
 - c. provide Wuikinuxv with a copy of the continuing custody order once the order is made and make reasonable efforts to involve Wuikinuxv in planning for the Wuikinuxv Child;
 - d. if requested by Wuikinuxv, consent to the application of Wuikinuxv Law to the adoption of that Wuikinuxv Child, provided that it is in the best interests of the child under Provincial Law; and
 - e. in determining the best interests of the Child under subparagraph 73d, consider, if not set out in the *Adoption Act*, the importance of preserving the Child's cultural identity.
74. Wuikinuxv Law under paragraph 68 prevails to the extent of a Conflict with Federal Law or Provincial Law.
75. Before placing a Wuikinuxv Child for adoption, an adoption agency must make reasonable efforts to obtain information about the Child's cultural identity and discuss with a designated representative of Wuikinuxv the Child's placement.
76. Paragraph 75 does not apply if the Child has reached the age where consent to adoption is required under the *Adoption Act*, and objects to the discussion taking place, or if the birth parent or other guardian of the Child who requested that the Child be placed for adoption objects to the discussion taking place.

CHILD CUSTODY

77. Wuikinuxv has standing in any judicial proceedings in which custody of a Wuikinuxv Child is in dispute and the court will take judicial notice of Wuikinuxv Law and consider any evidence and representations in respect of Wuikinuxv Law and customs in addition to any other matters it is required by law to consider.
78. The participation of Wuikinuxv in proceedings referred to in paragraph 77 will be in accordance with the applicable rules of court and will not affect the court's ability to control its process.

CHILD PROTECTION SERVICES

79. Wuikinuxv may make laws in respect of Child Protection Services for Children of Wuikinuxv Families resident on Wuikinuxv Land.
80. Wuikinuxv Law under paragraph 79 will:
- a. expressly provide that those laws will be interpreted and administered such that the Safety and Well-being of Children are the paramount consideration; and
 - b. not preclude the reporting, under Provincial Law, of a Child in Need of Protection.
81. If Wuikinuxv makes laws under paragraph 79, Wuikinuxv will:
- a. develop operational and practice standards intended to ensure the Safety and Well-Being of Children;
 - b. participate in, or establish systems compatible with, British Columbia's information systems concerning Children in Need of Protection and Children in Care;
 - c. allow for mutual sharing of information concerning Children in Need of Protection and Children in Care with British Columbia; and
 - d. establish and maintain a system for the management, storage and disposal of Child Protection Services records and the safeguarding of personal Child Protection Services information.
82. Notwithstanding any laws under paragraph 79, if there is an emergency in which a Wuikinuxv Child on Wuikinuxv Land is in need of protection, and Wuikinuxv has not responded or is unable to respond in a timely manner, British Columbia may act to protect the Wuikinuxv Child and, in those circumstances, unless British Columbia and Wuikinuxv otherwise agree in writing, British Columbia, as appropriate, will refer the matter to Wuikinuxv after the emergency.
83. Wuikinuxv Law under paragraph 79 prevails to the extent of a Conflict with Federal Law or Provincial Law.
84. At the request of Wuikinuxv or British Columbia, Wuikinuxv and British Columbia will negotiate and attempt to reach agreement in respect of Child Protection Services for:

- a. Children of Wuiginuxv Families who reside on or off Wuiginuxv Land; or
 - b. Children who reside on Wuiginuxv Land who are not members of Wuiginuxv Families.
85. If the Director becomes the Guardian of a Wuiginuxv Child, the Director will make reasonable efforts to include Wuiginuxv in planning for the Wuiginuxv Child, including adoption planning.

DEVOLUTION OF CULTURAL PROPERTY

86. Wuiginuxv may make laws in respect of devolution of the Cultural Property of a Wuiginuxv Citizen who dies intestate.
87. Wuiginuxv Law under paragraph 86 prevails to the extent of a Conflict with Federal Law or Provincial Law.
88. Wuiginuxv has standing in any judicial proceeding in which:
- a. the validity of the will of a Wuiginuxv Citizen; or
 - b. the devolution of the Cultural Property of a Wuiginuxv Citizen,
- is at issue, including any proceedings under wills variation legislation.
89. Wuiginuxv may commence an action under provincial wills variation legislation in respect of Cultural Property addressed by the will of a Wuiginuxv Citizen that provides for the devolution of Cultural Property.
90. In a proceeding to which paragraph 88 or 89 applies, the court will consider, among other matters, any evidence or representations in respect of Wuiginuxv Law and customs dealing with the devolution of Cultural Property.
91. The participation of Wuiginuxv in proceedings referred to in paragraph 88 or 89 will be in accordance with the applicable rules of court and will not affect the court's ability to control its process.

OFFENCES AND SANCTIONS

92. Wuiginuxv Law may provide for the imposition of sanctions, including fines, Administrative Penalties, community service, restitution, and imprisonment, for the violation of Wuiginuxv Law.

93. Subject to paragraph 96, Wuikinuxv Law may provide for:
- a. a maximum fine that is not greater than that which may be imposed for comparable regulatory offences punishable by way of summary conviction under Federal Law or Provincial Law; and
 - b. a maximum Administrative Penalty that is not greater than that which may be imposed for a breach of a comparable regulatory requirement under Federal Law or Provincial Law.
94. If there is no comparable regulatory offence or regulatory requirement under Federal Law or Provincial Law, the maximum fine or Administrative Penalty will not be greater than the general limit for offences under the *Offence Act*.
95. Subject to paragraph 96, Wuikinuxv Law may provide for a maximum term of imprisonment for the violation of Wuikinuxv Law not greater than the general limit for offences under the provincial *Offence Act*.

PENALTIES UNDER A TAX ADMINISTRATION AGREEMENT

96. Wuikinuxv Law with respect to taxation may provide for:
- a. a fine that is greater than the limits set out in paragraphs 93 and 94; or
 - b. a term of imprisonment that is greater than the limit set out in paragraph 95,
- if there is an agreement to that effect as contemplated in paragraph 4 of the Taxation Chapter.

ENFORCEMENT OF WUIKINUXV LAW

97. Wuikinuxv is responsible for the enforcement of Wuikinuxv Law.
98. At the request of Wuikinuxv, the Parties may, to the extent of their respective authority, negotiate and attempt to reach agreement for the enforcement of Wuikinuxv Law by a police force or federal or provincial enforcement officials.
99. Wuikinuxv may make laws for the enforcement of Wuikinuxv Law including:
- a. the appointment of officials to enforce Wuikinuxv Law; and

- b. powers of enforcement, provided such powers do not exceed those provided by Federal Law or Provincial Law for enforcing similar law in British Columbia.
100. Wuikinuxv law-making authority under paragraph 99 does not include the authority to:
- a. establish a police force, regulate police activities, appoint peace officers (including, but not limited to police officers); or
 - b. authorize the acquisition, possession, transport, carrying or use of a firearm, ammunition, prohibited weapon or prohibited device as these terms are defined in Part III of the *Criminal Code*;
- but nothing in the Wuikinuxv Treaty prevents Wuikinuxv from establishing a police force under Provincial Law.
101. If Wuikinuxv appoints officials to enforce Wuikinuxv Law, Wuikinuxv will:
- a. ensure that any Wuikinuxv enforcement officials are adequately trained to carry out their duties having regard to recruitment, selection and training standards for other enforcement officers carrying out similar duties in British Columbia; and
 - b. establish and implement procedures for responding to complaints against Wuikinuxv enforcement officials.
102. Federal Law or Provincial Law prevails to the extent of a Conflict with Wuikinuxv Law under paragraph 99.
103. Wuikinuxv may, by a proceeding brought in Supreme Court of British Columbia, enforce, or prevent or restrain the contravention of, Wuikinuxv Law.
104. Wuikinuxv Law made under the Wildlife Chapter and Migratory Birds Chapter may be enforced by persons authorized to enforce Federal Law, Provincial Law or Wuikinuxv Law in respect of Wildlife and Migratory Birds in British Columbia.

ADJUDICATION OF WUIKINUXV LAW

105. The Provincial Court of British Columbia has jurisdiction to hear prosecutions of offences under Wuikinuxv Law.
106. The summary conviction proceedings of the *Offence Act* apply to prosecutions of offences under Wuikinuxv Law.

107. The Provincial Court of British Columbia or the Supreme Court of British Columbia, as the case may be, has jurisdiction to hear legal disputes arising between persons under Wuikinuxv Law.
108. Wuikinuxv is responsible for the prosecution of all matters arising from Wuikinuxv Law, including appeals, and may carry out this responsibility by:
- a. appointing or retaining individuals to conduct prosecutions and appeals, in a manner consistent with the principle of prosecutorial independence and consistent with the overall authority and role of the Attorney General in the administration of justice in British Columbia;
 - b. entering into agreements with Canada or British Columbia in respect of the conduct of prosecutions and appeals; or
 - c. both subparagraphs a and b.
109. Unless the parties agree otherwise, British Columbia will pay any fines collected, in respect of a penalty imposed on a person by the Provincial Court of British Columbia, or the Supreme Court of British Columbia, as the case may be, for an offence under Wuikinuxv Law, to Wuikinuxv on a similar basis as British Columbia makes payments to Canada for fines that may be collected by British Columbia in respect of an offence under Federal Law.
110. Wuikinuxv law-making authority does not include the authority to establish a court.
111. After receiving a written request from Wuikinuxv, the Parties will discuss and explore options for the establishment of a court, other than a provincial court with inherent jurisdiction or a federal court, to adjudicate offences and other matters arising under Wuikinuxv Law or law of other First Nation Governments in British Columbia.

COMMUNITY CORRECTIONAL SERVICES

112. Wuikinuxv may provide Community Correctional Services for individuals charged with, or found guilty of, an offence under Wuikinuxv Law and carry out such other responsibilities as may be set out in an agreement under paragraphs 113, 114 or 116.
113. At the request of Wuikinuxv, Wuikinuxv and British Columbia may enter into agreements to provide Community Correctional Services in relation to individuals who fall under the jurisdiction of British Columbia on Wuikinuxv Land for

- individuals charged with, or found guilty of, an offence under Federal Law or Provincial Law.
114. Wuikinuxv and British Columbia may enter into agreements to enable Wuikinuxv to provide rehabilitative community-based programs and interventions off Wuikinuxv Land for Wuikinuxv Citizens charged with, or found guilty of, an offence under Federal Law or Provincial Law.
115. The Wuikinuxv Treaty does not authorize Wuikinuxv to establish or maintain places of confinement, except for police jails or lockups operated by a police service established under Provincial Law or as provided for under an agreement referred to in paragraph 117.
116. Wuikinuxv and Canada may enter into agreements to enable a person appointed by Wuikinuxv to deliver Community Correctional Services to adult Wuikinuxv offenders who have been released from a federal penitentiary, or are subject to a long-term supervision order, including parole, temporary absence supervision or other similar services delivered by Canada.
117. Canada and Wuikinuxv may enter into an agreement to allow Wuikinuxv to establish facilities or processes for the care and custody of federally sentenced offenders.
118. If an agreement under paragraph 117 has been reached, federal standards in respect of the following areas apply, except as may be modified by such agreements:
- a. the exercise of due process;
 - b. the proper and fair administration of the sentence of the Court;
 - c. the protection of the public;
 - d. the safety and welfare of those individuals deprived of their freedom through the judicial process;
 - e. the provision of opportunities for rehabilitation;
 - f. the audit and review of Wuikinuxv Community Correctional Services; and
 - g. management, storage and disposal of records and the safeguard of confidential information.
119. If the Minister is of the opinion that correctional services to federal offenders are not being delivered in accordance with standards and procedures negotiated as

part of an agreement under paragraph 117, the Minister may reassume the care and custody of federally-sentenced offenders under the care of Wuikinuxv.

120. If practicable to do so, the Minister will provide the Wuikinuxv Nation with:
- a. notification of the reasons or circumstances which form the basis of the Minister's decision to reassume the care and custody of offenders;
 - b. a reasonable opportunity to explain why no action should be taken; and
 - c. a reasonable opportunity to correct or modify the Wuikinuxv Nation acts or omissions which form the basis for the Minister's decision.
121. If the Minister has acted under paragraph 119 without providing notice to the Wuikinuxv Nation, the Minister will advise the Wuikinuxv Nation of the reasons or circumstances which formed the basis of the Minister's decision to reassume the care and custody of offenders.

**CHAPTER 21
FISCAL RELATIONS**

1. The Parties acknowledge that they each have a role in supporting Wuikinuxv, through direct or indirect financial support or through access to public programs and services, as set out in a Fiscal Financing Agreement or provided through other arrangements.
2. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will address fiscal matters including:
 - a. Wuikinuxv Treaty provisions regarding the ongoing fiscal relationship among the Parties; and
 - b. funding arrangements to take effect no later than Effective Date that will set out terms, conditions and funding with respect to the responsibilities assumed by Wuikinuxv, taking into account its ability to contribute from its own source revenues.
3. The Parties acknowledge that Canada is developing a new national fiscal policy including a transparent methodology for determining levels of federal funding that may be provided to self-governing aboriginal groups in Canada to support the delivery of agreed upon programs and services, taking into account the ability of each self-governing aboriginal group to generate revenues from its own sources.
4. Unless otherwise agreed by the Parties in a Fiscal Financing Agreement, the creation of the Wuikinuxv Government, the provision of Wuikinuxv legislative authority under the Wuikinuxv Treaty, or the exercise of Wuikinuxv legislative authority, does not create or imply any financial obligation or service responsibility on the part of any Party.
5. Any funding required for the purposes of a Fiscal Financing Agreement, or any other agreement that is contemplated by the Wuikinuxv Treaty and that provides for financial obligations to be assumed by a Party, is subject to the appropriation of funds:
 - a. in the case of Canada, by the Parliament of Canada;
 - b. in the case of British Columbia, by the Legislature of British Columbia; or
 - c. in the case of Wuikinuxv, by the Wuikinuxv Government.

**CHAPTER 22
TAXATION**

DIRECT TAXATION

1. Wuikinuxv may make laws in respect of:
 - a. Direct taxation of Wuikinuxv Citizens within Wuikinuxv Land in order to raise revenue for Wuikinuxv purposes; and
 - b. the implementation of any taxation agreement entered into between Wuikinuxv and Canada or British Columbia.
2. Wuikinuxv law-making authority provided for in subparagraph 1.a. will not limit the taxation powers of Canada or British Columbia.
3. Any Wuikinuxv Law made under this Chapter or any exercise of power by Wuikinuxv is subject to Canada's International Legal Obligations respecting taxation.

TAXATION POWERS AGREEMENTS

4. From time to time, at the request of Wuikinuxv, Canada and British Columbia, together or separately, may negotiate and attempt to reach agreement with Wuikinuxv respecting:
 - a. the extent to which the Direct taxation law-making authority of Wuikinuxv under subparagraph 1a may be extended to apply to Persons other than Wuikinuxv Citizens within Wuikinuxv Land; and
 - b. the manner in which the Wuikinuxv law-making authority under subparagraph 1.a, as extended by the application of subparagraph 4a, will be coordinated with existing federal or provincial tax systems, including:
 - i. the amount of tax room that Canada or British Columbia may be prepared to vacate in favour of taxes imposed by Wuikinuxv, and
 - ii. the terms and conditions under which Canada or British Columbia may administer, on behalf of Wuikinuxv, taxes imposed by Wuikinuxv.

5. Prior to the conclusion of the Wuikinuxv Treaty, Wuikinuxv and British Columbia will negotiate and attempt to reach agreement on:
 - a. Wuikinuxv's authority to impose property taxes on persons who are not Wuikinuxv Citizens in relation to those persons' ownership or occupation of Wuikinuxv Land, and
 - b. the coordination of the exercise of the Wuikinuxv taxation authority with British Columbia's tax systems.

6. Notwithstanding the provisions of the Governance Chapter, the Parties to an agreement under paragraph 4 may provide for an alternative approach to the appeal, enforcement or adjudication of a Wuikinuxv Law with respect to taxation.

WUIKINUXV LAND

7. Wuikinuxv is not subject to capital taxation, including real property taxes and taxes on capital or wealth, with respect to the estate or interest of Wuikinuxv in Wuikinuxv Land on which there are no improvements or on which there is a designated improvement.

8. In paragraph 7, "designated improvement" means:
 - a. a residence of a Wuikinuxv Citizen;

 - b. an improvement, all or substantially all of which is used for a public purpose or a purpose ancillary or incidental to the public purpose, including:
 - i. a public governance or administration building, public meeting building, public hall, public school or other public educational institution, teacherage, public library, public health facility, public care facility, public seniors home, public museum, place of public worship, manse, fire hall, police facility, court, correction facility, public recreation facility, public park, or an improvement used for Wuikinuxv cultural or spiritual purposes,

 - ii. works of public convenience constructed or operated for the benefit of Wuikinuxv Citizens, occupiers of Wuikinuxv Land or individuals visiting or in transit through Wuikinuxv Land, including public utility works, public works used to treat or deliver water or as part of a public sewer system, public roads, public bridges, public drainage ditches, traffic signals, street lights, public sidewalks and public parking lots, or

- iii. other improvements similar in nature to those described in i and ii;
 - c. an improvement that is used primarily for the management, protection or enhancement of a natural resource, including a Forest Resource, fishery or wildlife resource, other than an improvement that is used primarily in harvesting or processing a natural resource for profit; and
 - d. Forest Resources and forest roads.
- 9. In subparagraph 8b, “public purpose” does not include the provision of property or services primarily for the purpose of profit.
- 10. For the purposes of paragraphs 7 and 8:
 - a. for greater certainty, Wuikinuxv Land includes the improvements on those lands; and
 - b. an improvement is deemed to be on the land that is necessarily ancillary to the use of the improvement.
- 11. For greater certainty, the exemption from taxation in paragraph 7 does not apply to a taxpayer other than Wuikinuxv, nor does it apply with respect to a disposition of Wuikinuxv Land, or interests in those lands, by Wuikinuxv.
- 12. For federal and provincial income tax purposes, proceeds of disposition received by Wuikinuxv on expropriation of Wuikinuxv Land in accordance with the Lands Chapter will not be taxable.

TRANSFER OF WUIKINUXV CAPITAL

- 13. A transfer under the Wuikinuxv Treaty of Wuikinuxv Capital is not taxable and a recognition of ownership of Wuikinuxv Capital under the Wuikinuxv Treaty is not taxable.

TAX TREATMENT AGREEMENT

- 14. The Parties will enter into a tax treatment agreement, which will come into effect on the Effective Date.
- 15. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, that the tax treatment agreement be given effect and force of law under federal and provincial legislation.

**CHAPTER 23
CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT**

CAPITAL TRANSFER

1. The Capital Transfer from Canada and British Columbia to Wuikinuxv will be \$7.3 million (Q2 2012 dollars) and will be paid in accordance with the provisions of this Chapter.
2. A provisional schedule of payments will be negotiated prior to the initialing of the Wuikinuxv Treaty such that:
 - a. the net present value of the amounts listed in the provisional schedule of payments will equal the amount set out in paragraph 1; and
 - b. the net present value of the amounts listed in the provisional schedule of payments will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available prior to the initialing of the Wuikinuxv Treaty from the Department of Finance, Canada, less one-eighth of one percent.
3. A final schedule of payments will be determined on the Revision Date, in accordance with the following formula:

$$\text{Final Amount} = \text{Provisional Amount} \times \left(\frac{\text{Effective Date FDDIPI}}{\text{Xth Q 20XX FDDIPI}} \right)$$

Where,

“Final Amount” refers to each amount in the final schedule of payments;

“Provisional Amount” refers to the corresponding amount in the provisional schedule of payments;

“Effective Date FDDIPI” refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter prior to the Effective Date;

“Xth Q 20XX FDDIPI” refers to the value of the Canada FDDIPI for the X quarter of the year 20XX; and

the Effective Date FDDIPI and Xth Q 20XX FDDIPI values used will be the latest published values available from Statistics Canada on the Revision Date.

4. Canada, subject to paragraph 9, and British Columbia will make payments to Wuikinuxv in accordance with the final schedule of payments determined under paragraph 3.

NEGOTIATION LOAN REPAYMENT

5. Prior to the initialing of the Wuikinuxv Treaty, Canada will determine the outstanding amount of negotiation loans made by Canada to Wuikinuxv, including any interest that may have accrued to that date, in accordance with the terms and conditions of Wuikinuxv negotiation support agreements pertaining to such negotiation loans.
6. When it determines the outstanding negotiation loan amount in paragraph 5, Canada will also prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in paragraph 5, such that the repayments will be proportional to the provisional schedule of payments referred to in paragraph 2.
7. This provisional schedule will use an interest rate equal to the discount rate referred to in subparagraph 2.b.
8. A final schedule of loan repayment amounts will be determined on the Revision Date, by:
 - a. determining the amount of any additional negotiation loans made by Canada to Wuikinuxv after the initialing of the Wuikinuxv Treaty and prior to the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with the terms and conditions of Wuikinuxv negotiation support agreements pertaining to such negotiation loans; and
 - b. pro-rating the additional amount in subparagraph a over the provisional repayment schedule.
9. Canada may deduct any amounts due under the final schedule of loan repayments referred to in paragraph 8 from Capital Transfer payments payable to Wuikinuxv under paragraph 4.
10. Wuikinuxv may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in paragraph 8.

RESOURCE REVENUE SHARING

11. Prior to the conclusion of the Wuikinuxv Treaty, the Parties will negotiate sharing with Wuikinuxv of agreed-upon revenues originating in British Columbia and flowing to Canada or British Columbia.

**WUIKINUXV AGREEMENT-IN-PRINCIPLE
CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT**

**CHAPTER 24
APPROVAL OF AGREEMENT-IN-PRINCIPLE**

1. The chief negotiators for Wuikinuxv, Canada and British Columbia will submit this Agreement to their respective principals for approval after it has been initialed.
2. Wuikinuxv will have approved this Agreement when it is signed by a person authorized by Wuikinuxv after a community approval process.
3. Canada will have approved this Agreement when it is signed by a Minister authorized to do so.
4. British Columbia will have approved this Agreement when it is signed by a Minister authorized to do so.

**WUIKINUXV AGREEMENT-IN-PRINCIPLE
APPROVAL OF AGREEMENT-IN-PRINCIPLE**

**CHAPTER 25
RATIFICATION OF THE WUIKINUXV TREATY**

GENERAL

1. The Wuikinuxv Treaty will not be legally binding until ratified by all of the Parties in accordance with this Chapter.
2. The Wuikinuxv Treaty will be submitted to the Parties for ratification as set out in this Chapter after it has been initialed by chief negotiators for Canada, British Columbia and Wuikinuxv.

RATIFICATION BY WUIKINUXV

3. Ratification of the Wuikinuxv Treaty by Wuikinuxv requires:
 - a. that Wuikinuxv individuals have had a reasonable opportunity to review the Wuikinuxv Treaty;
 - b. a vote by secret ballot;
 - c. ratification of the Wuikinuxv Constitution through the process set out in paragraph 13;
 - d. in the Ratification Vote, at least fifty percent plus one of Eligible Voters vote in favour of entering into the Wuikinuxv Treaty; and
 - e. the Wuikinuxv Treaty be signed by the authorized representatives of Wuikinuxv.

RATIFICATION COMMITTEE

4. The Parties will establish a Ratification Committee that will include one representative from each Party to be responsible for the Wuikinuxv ratification process.
5. The Ratification Committee will:
 - a. take reasonable steps to provide an opportunity for Wuikinuxv individuals to review the Wuikinuxv Constitution and the Wuikinuxv Treaty prior to the Ratification Vote;

**WUIKINUXV AGREEMENT-IN-PRINCIPLE
RATIFICATION OF THE WUIKINUXV TREATY**

- b. establish and publish its procedures;
- c. set its time limits;
- d. prepare and publish a List of Eligible Voters based on the Enrolment Register provided by the Wuikinuxv Enrolment Committee under subparagraph 15k of the Eligibility and Enrolment Chapter at least 30 days before the first day of voting by determining whether each individual is eligible to vote in accordance with paragraph 6;
- e. updating the List of Eligible Voters by:
 - i. at any time before the last day of voting, adding to the List of Eligible Voters the name of each individual provided by the Wuikinuxv Enrolment Committee under subparagraph 15k of the Eligibility and Enrolment Chapter determined to be eligible to vote under paragraph 6;
 - ii. adding to the List of Eligible Voters the name of each individual provided by the Wuikinuxv Enrolment Committee who votes under paragraph 8 and whose vote counts under paragraph 9;
 - iii. removing from the List of Eligible Voters the name of each individual who died on or before the last day of voting without having voted; and
 - iv. removing from the List of Eligible Voters the name of each individual who did not vote and who provides, within four days of the last scheduled day of voting, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for voting; and
- f. approve the form and content of the ballot;
- g. authorize and provide general direction to Voting Officers to be employed in the conduct of the Ratification Vote;
- h. establish polling stations;
- i. ensure that information on the dates set for voting and location of the polling stations is publically available;

**WUIKINUXV AGREEMENT-IN-PRINCIPLE
RATIFICATION OF THE WUIKINUXV TREATY**

- j. conducting the Ratification Vote on a day or days determined by the Ratification Committee;
- k. counting the vote and provide the results on the Ratification Vote to the Parties;
- l. publish the result of the Ratification Vote; and
- m. prepare and provide to the Parties a written report on the outcome of the Ratification Vote within 90 days of the last day of voting.

ELIGIBLE VOTERS

- 6. An individual is eligible to vote if that individual:
 - a. is eligible to be enrolled in the Wuikinuxv Treaty under the Eligibility and Enrolment Chapter; and
 - b. is included on the List of Eligible Voters.
- 7. Prior to the ratification of the Wuikinuxv Treaty, the Parties will address the eligible voting age for ratification of the Wuikinuxv Treaty.
- 8. An individual who is eligible to vote under paragraph 6 whose name is not included on the List of Eligible Voters is eligible to vote if that individual:
 - a. provides a Voting Officer with a completed enrolment application form or evidence satisfactory to a Voting Officer that the individual has submitted an enrolment application form to the Wuikinuxv Enrolment Committee;
 - b. provides evidence satisfactory to a Voting Officer that the individual meets the age requirement set pursuant to paragraph 7.
- 9. If the Wuikinuxv Enrolment Committee notifies the Ratification Committee that an individual referred to in paragraph 6 meets the Eligibility Criteria:
 - a. the name of the individual will be added to the List of Eligible Voters; and
 - b. the ballot of the individual will be counted for the purposes of the votes under subparagraphs 3c and 12b.

COSTS

10. Canada and British Columbia will provide to Wuikinuxv an amount of funding agreed upon by the Parties, for the Ratification Committee to carry out the duties and responsibilities set out in this Chapter.

RATIFICATION BY BRITISH COLUMBIA

11. Ratification of the Wuikinuxv Treaty by British Columbia requires:
 - a. that the Wuikinuxv Treaty be signed by a Minister authorized to do so; and
 - b. the coming into force of Provincial Settlement Legislation.

RATIFICATION BY CANADA

12. Ratification of the Wuikinuxv Treaty by Canada requires:
 - a. that the Wuikinuxv Treaty be signed by a Minister authorized to do so, and
 - b. the coming into force of Federal Settlement Legislation.

RATIFICATION OF THE WUIKINUXV CONSTITUTION

13. The Wuikinuxv Constitution will be ratified if:
 - a. Wuikinuxv individuals have a reasonable opportunity to review the Wuikinuxv Constitution;
 - b. a vote, by way of a secret ballot is held in accordance with paragraphs 5 to 7 and paragraph 9; and
 - c. that at least fifty percent plus one of individuals on the List of Eligible Voters vote in favour of the Wuikinuxv Constitution.
14. The Wuikinuxv Constitution, once ratified in accordance with the Wuikinuxv Treaty, will come into force on the Effective Date.

MINOR CHANGES

15. After the ratification of the Wuikinuxv Treaty but before the Parties sign the Wuikinuxv Treaty, the chief negotiators for the Parties may agree to make minor changes to the Wuikinuxv Treaty.

**WUIKINUXV AGREEMENT-IN-PRINCIPLE
RATIFICATION OF THE WUIKINUXV TREATY**

CHAPTER 26
INDIAN ACT TRANSITION

ESTATES

1. The *Indian Act* applies, with any modifications that the circumstances require, to the property and estate of an individual who:
 - a. died testate or intestate before the Effective Date; and
 - b. at the time of death, was a member of the Wuikinuxv Nation.

2. Before the Effective Date, Canada will take reasonable steps to:
 - a. notify in writing all members of the Wuikinuxv Nation who have deposited wills with the Minister; and
 - b. provide information to all members of the Wuikinuxv Nation who have not deposited wills with the Minister and to all individuals who are eligible to be enrolled under the Wuikinuxv Treaty,

that their wills may not be valid after the Effective Date and that their wills should be reviewed to ensure validity under Provincial Law.

3. Section 51 of the *Indian Act* applies, with any modifications that the circumstances require, to the property of a Wuikinuxv Citizen whose property was administered under section 51 of the *Indian Act* immediately before the Effective Date, until that individual is declared to be no longer incapable under the *Patients Property Act*.

4. The *Indian Act* applies, with any modifications that the circumstances require, to the estate of a Wuikinuxv Citizen:
 - a. who executed a will in a form that complies with subsection 45(2) of the *Indian Act* before the Effective Date;
 - b. whose property was administered under section 51 of the *Indian Act* immediately before the Effective Date and at the time of death; and
 - c. who did not execute a will that complies with the requirements as to form an execution under Provincial Law during a period after the Effective Date in which that individual was declared to be no longer incapable under the *Patients Property Act*.

5. Sections 52, 52.2, 52.3, 52.4 and 52.5 of the *Indian Act* apply, with any modifications that the circumstances require, to the administration of any property to which a Wuikinuxv Citizen who is a Child of an Indian is entitled, if the Minister was administering that property under the *Indian Act* immediately before the Effective Date, until the duties of the Minister in respect of the administration have been discharged.

CONTINUATION OF *INDIAN ACT* BY-LAWS

6. The by-laws of the Wuikinuxv Nation under the *Indian Act* that were in effect on the day before the Effective Date continue to have effect for 6 months after the Effective Date on those parcels of Wuikinuxv Land that are Former Indian Reserves.
7. As of the Effective Date, the relationship between a by-law referred to in paragraph 6 and Federal Law and Provincial Law will be governed by the provisions of the Wuikinuxv Treaty that govern the relationship between Wuikinuxv Law and Federal Law and Provincial Law in respect of the subject matter of the by-law.
8. Wuikinuxv may repeal, but not amend, a by-law referred to in paragraph 6.
9. Nothing in the Wuikinuxv Treaty will preclude a person from challenging the validity of a by-law referred to in paragraph 6.

STATUS OF BAND AND TRANSFER OF BAND ASSETS

10. On the Effective Date, all the rights, titles, interests, assets, obligations and liabilities of the Wuikinuxv Nation under the *Indian Act* will vest in Wuikinuxv and the Wuikinuxv Nation under the *Indian Act* will cease to exist.

TRANSFER OF CAPITAL AND REVENUE MONEYS

11. All moneys held by Canada pursuant to the *Indian Act* for the use and benefit of the Wuikinuxv Nation, including capital and revenue moneys of the Wuikinuxv Nation, will be transferred by Canada to Wuikinuxv as soon as practicable after the Effective Date.
12. Upon transfer of the moneys referred to in paragraph 11, Canada will no longer be responsible for the collection of moneys payable:

- a. to or for the benefit of Wuikinuxv; or
 - b. except as provided in paragraphs 1, 3, 4, and 5, to or for the benefit of a Wuikinuxv Citizen.
13. For greater certainty, Canada will not be liable for any errors or omissions in the administration of all moneys held by Wuikinuxv for the use and benefit of Wuikinuxv that occur subsequent to the transfer of capital and revenue moneys of the Wuikinuxv Nation from Canada to Wuikinuxv.

INDIAN ACT TAX EXEMPTION AND TRANSITIONAL EXEMPTION

14. Prior to the conclusion of the Wuikinuxv Treaty, the Parties agree to negotiate transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply after the Effective Date. These transitional measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other treaties negotiated with other aboriginal groups in British Columbia.

**CHAPTER 27
DISPUTE RESOLUTION**

GENERAL

1. In this Chapter and in each Appendix, a Party is deemed to be directly engaged in a Disagreement if another Party, acting reasonably, gives the first Party a written notice requiring it to participate in a process described in this Chapter to resolve the Disagreement.
2. The Parties share the following objectives:
 - a. to cooperate with each other to develop harmonious working relationships;
 - b. to prevent or minimize Disagreements;
 - c. to identify Disagreements quickly and resolve them in the most expeditious and cost-effective manner possible; and
 - d. to resolve Disagreements in a non-adversarial, collaborative and informal atmosphere.
3. Except as otherwise provided, participating Parties may agree to vary a procedural requirement contained in this Chapter or in an Appendix as it applies to a particular Disagreement.
4. Participating Parties may agree to, or the Supreme Court of British Columbia on application may order:
 - a. the abridgement of a time limit; or
 - b. the extension of a time limit, notwithstanding the expiration of that time limit,in this Chapter or in Appendices E-1 to E-6.

SCOPE: WHEN THIS CHAPTER APPLIES TO A DISAGREEMENT

5. This Chapter does not apply to all conflicts or disputes between or among the Parties, but is limited to the conflicts or disputes described in paragraph 6.
6. This Chapter only applies to:

- a. a dispute in respect of:
 - i. the interpretation, application or implementation of the Wuikinuxv Treaty; or
 - ii. a breach or anticipated breach of the Wuikinuxv Treaty;
 - b. a dispute, where provided for in the Wuikinuxv Treaty; or
 - c. negotiations required to be conducted under any paragraph of the Wuikinuxv Treaty that provides that the Parties, or any of them, “will negotiate and attempt to reach agreement”.
7. This Chapter does not apply to:
- a. an agreement between or among the Parties that is ancillary, subsequent or supplemental to the Wuikinuxv Treaty unless the Parties have agreed that this Chapter applies to that agreement;
 - b. the implementation plan; or
 - c. conflicts or disputes where excluded from this Chapter.
8. Nothing in this Chapter limits the application of a dispute resolution process, under any law, to a dispute involving a person if that dispute is not a Disagreement.

DISAGREEMENTS TO GO THROUGH STAGES

9. The Parties desire and expect that most Disagreements will be resolved by informal discussions between or among the Parties without the necessity of invoking this Chapter.
10. Except as otherwise provided for in the Wuikinuxv Treaty, Disagreements not resolved informally will progress until resolved through the following stages:
- a. Stage One: formal, unassisted efforts to reach agreement between or among the Parties, in collaborative negotiations under Appendix E-1;
 - b. Stage Two: structured efforts to reach agreement between or among the Parties with the assistance of a Neutral, who has no authority to resolve the dispute, in a facilitated process under Appendix E-2, Appendix E-3, Appendix E-4, or Appendix E-5 as applicable; and

- c. Stage Three: final adjudication in arbitral proceedings under Appendix E-6 or in judicial proceedings.
11. Except as otherwise provided, no Party may refer a Disagreement to final adjudication in Stage Three without first proceeding through Stage One and a facilitated process in Stage Two as required in this Chapter.
 12. Nothing in this Chapter prevents a Party from commencing arbitral or judicial proceedings at any time:
 - a. to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
 - b. to obtain interlocutory or interim relief that is otherwise available pending resolution of the Disagreement under this Chapter.

STAGE ONE: COLLABORATIVE NEGOTIATIONS

13. If a Disagreement is not resolved by informal discussions and a Party directly engaged in the Disagreement wishes to invoke this Chapter, that Party will deliver a written notice, as required under Appendix E-1, as soon as practicable to the other Parties, requiring the commencement of collaborative negotiations.
14. Upon receiving the notice under paragraph 13, a Party directly engaged in the Disagreement will participate in the collaborative negotiations.
15. A Party not directly engaged in the Disagreement may participate in the collaborative negotiations by giving written notice to the other Parties, preferably before the collaborative negotiations commence.
16. If the Parties have commenced negotiations in the circumstances described in subparagraph 6.c, those negotiations will be deemed collaborative negotiations and the matter under negotiation will be considered a Disagreement.
17. Collaborative negotiations terminate in the circumstances set out in Appendix E-1.

STAGE TWO: FACILITATED PROCESSES

18. Within 15 days of termination of collaborative negotiations that have not resolved the Disagreement, a Party directly engaged in a Disagreement, by delivering a

notice to the other Parties, may require the commencement of a facilitated process.

19. A notice under paragraph 18:
 - a. will include the name of the Party or Parties directly engaged in the disagreement and a summary of the particulars of the Disagreement; and
 - b. may propose the use of a facilitated process described in paragraph 22.
20. Upon receiving a notice under paragraph 18, a Party directly engaged in the Disagreement will participate in a facilitated process described in paragraph 22.
21. A Party not directly engaged in the Disagreement may participate in the facilitated process by giving written notice to the other Parties within 15 days of delivery of a notice under paragraph 18.
22. Within 30 days after delivery of a notice under paragraph 18, the Parties directly engaged in the Disagreement will attempt to use one of the following processes:
 - a. mediation under Appendix E-2;
 - b. technical advisory panel under Appendix E-3;
 - c. neutral evaluation under Appendix E-4;
 - d. community advisory council under Appendix E-5; or
 - e. any other non-binding dispute resolution process assisted by a Neutral:
and

if they fail to agree, they will be deemed to have selected mediation under Appendix E-2.

23. A facilitated process terminates:
 - a. in the circumstances set out in the applicable Appendix; or
 - b. as agreed by the participating Parties, if an Appendix does not apply.

NEGOTIATING CONDITIONS

24. In order to enhance the prospect of reaching agreement, the Parties participating in collaborative negotiations or a negotiation component of a facilitated process will:
- a. at the request of a participating Party, provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated;
 - b. make every reasonable effort to appoint negotiating representatives with sufficient authority to reach an agreement, or with ready access to such authority; and
 - c. negotiate in good faith.

SETTLEMENT AGREEMENT

25. Any agreement reached in a process under this Chapter:
- a. will be:
 - i. recorded in writing;
 - ii. signed by authorized representatives of the Parties to the agreement; and
 - iii. delivered to all Parties; and
 - b. is binding only on the Parties who have signed the agreement.

STAGE THREE: ADJUDICATION – ARBITRATION

26. After the later of termination of collaborative negotiations, or of a required facilitated process, in respect to a Disagreement arising out of any paragraph of the Wuikinuxv Treaty that provides that a matter will be “finally determined by arbitration”, the Disagreement will, on the delivery of a notice by a Party directly engaged in the Disagreement to all Parties as required under Appendix E-6, be referred to and finally resolved by arbitration in accordance with that Appendix.
27. After the later of termination of collaborative negotiations, or of a required facilitated process, in respect to any Disagreement other than a Disagreement referred to in paragraph 26, and with the written agreement of all Parties directly

engaged in the Disagreement, the Disagreement will be referred to and finally resolved by arbitration in accordance with Appendix E-6.

28. If two Parties make a written agreement under paragraph 27, they will deliver a copy of the agreement as soon as practicable to the other Party.
29. Upon delivering a written notice to the participating Parties to the arbitration within 15 days after receiving a notice under paragraph 26 or copy of a written agreement under paragraph 27, a Party not directly engaged in the Disagreement is entitled to be, and will be added as a party to the arbitration of that Disagreement whether or not that Party has participated in collaborative negotiations or a required facilitated process.
30. Notwithstanding paragraph 29 an arbitral tribunal may make an order adding a Party as a participating Party at any time if the arbitral tribunal considers that:
 - a. the participating Parties will not be unduly prejudiced; or
 - b. the issues stated in the pleadings are materially different from those identified in the notice to arbitrate under paragraph 26 or the written agreement to arbitrate in paragraph 27;

and, in that event, the arbitral tribunal may make any order it considers appropriate or necessary in the circumstances in respect of conditions, including the payment of costs, upon which the Party may be added.

EFFECT OF ABRITRAL AWARD

31. An arbitral award is final and binding on all Parties whether or not a Party has participated in the arbitration.
32. Notwithstanding paragraph 31, an arbitral award is not binding on a Party that has not participated in the arbitration if:
 - a. the Party did not receive copies of:
 - i. the notice or arbitration or agreement to arbitrate; or
 - ii. the pleadings and any amendments or supplements to the pleadings; or
 - b. the arbitral tribunal refused to add the Party as a participating Party to the arbitration under paragraph 30.

APPLICATION OF LEGISLATION

- 33. No legislation of any Party in respect of arbitration, except the Settlement Legislation, applies to an arbitration conducted under this Chapter.
- 34. A court must not intervene or offer assistance in an arbitration or review an arbitral award under this Chapter except as provided in Appendix E-6.

STAGE THREE: ADJUDICATION – JUDICIAL PROCEEDINGS

- 35. Nothing in this Chapter creates a cause of action where none otherwise exists.
- 36. Subject to paragraph 37, at any time a Party may commence proceedings in the Supreme Court of British Columbia in respect of a disagreement.
- 37. A Party may not commence judicial proceedings with respect to a Disagreement if the Disagreement:
 - a. is required to be referred to arbitration under paragraph 26 or has been agreed to be referred to arbitration under paragraph 27;
 - b. has not been referred to collaborative negotiations or a facilitated process as required under this Chapter; or
 - c. has been referred to collaborative negotiations or a facilitated process that has not yet been terminated.
- 38. Nothing in subparagraph 37a prevents an arbitral tribunal or the participating Parties from requesting the Supreme Court of British Columbia to make a ruling in respect of a question of law as permitted in Appendix E-6.

NOTICE TO PARTIES

- 39. If, in any judicial or administrative proceeding, an issue arises in respect of:
 - a. the interpretation or validity of the Wuikinuxv Treaty; or
 - b. the validity or applicability of:
 - i. any Settlement Legislation; or
 - ii. any Wuikinuxv Law;

the issue will not be decided until the Party raising the issue has properly served notice on the Attorney General of British Columbia, the Attorney General of Canada and the Wuikinuxv Government.

40. In any judicial or administrative proceedings to which paragraph 39 applies, the Attorney General of British Columbia, the Attorney General of Canada and Wuikinuxv may appear and participate in the proceedings as parties with the same rights as any other party.

COSTS

41. Except as provided otherwise in Appendices E-1 to E-6, each participating Party will bear the costs of its own participation, representation and appointments in collaborative negotiations, a facilitated process, or an arbitration, conducted under this Chapter.
42. Subject to paragraph 41 and except as provided otherwise in Appendices E-1 to E-6, the participating Parties will share equally all costs of collaborative negotiations, a facilitated process, or an arbitration, conducted under this Chapter.
43. For purposes of paragraph 42, costs include:
- a. fees of Neutrals;
 - b. costs of hearing and meeting rooms;
 - c. actual and reasonable costs of communications, accommodation, meals and travel of the Neutrals;
 - d. cost of required secretarial and administrative support for the Neutrals, as permitted in Appendices E-1 to E-6; and
 - e. administration fees of a Neutral Appointing Authority.

**CHAPTER 28
IMPLEMENTATION**

GENERAL

1. The Parties will, before initialing the Wuikinuxv Treaty, conclude an implementation plan that will take effect on the Effective Date and have a term of 10 years, which may be renewed or extended upon agreement of the Parties.

IMPLEMENTATION PLAN

2. The implementation plan will:
 - a. identify the obligations arising from the Wuikinuxv Treaty, the activities to be undertaken to fulfill these obligations, the responsible Party or Parties and the timeframes for completion of those activities;
 - b. specify how the implementation plan may be amended;
 - c. specify how the implementation plan may be renewed or extended; and
 - d. address other matters agreed to by the Parties.
3. The implementation plan will not:
 - a. create legal obligations;
 - b. alter any rights or obligations set out in the Wuikinuxv Treaty;
 - c. preclude any Party from asserting that rights or obligations exist under the Wuikinuxv Treaty even though they are not referred to in the implementation plan; and
 - d. be used to interpret the Wuikinuxv Treaty.

IMPLEMENTATION WORKING GROUP

4. The Parties agree to establish a tripartite implementation working group during Wuikinuxv Treaty negotiations which will:

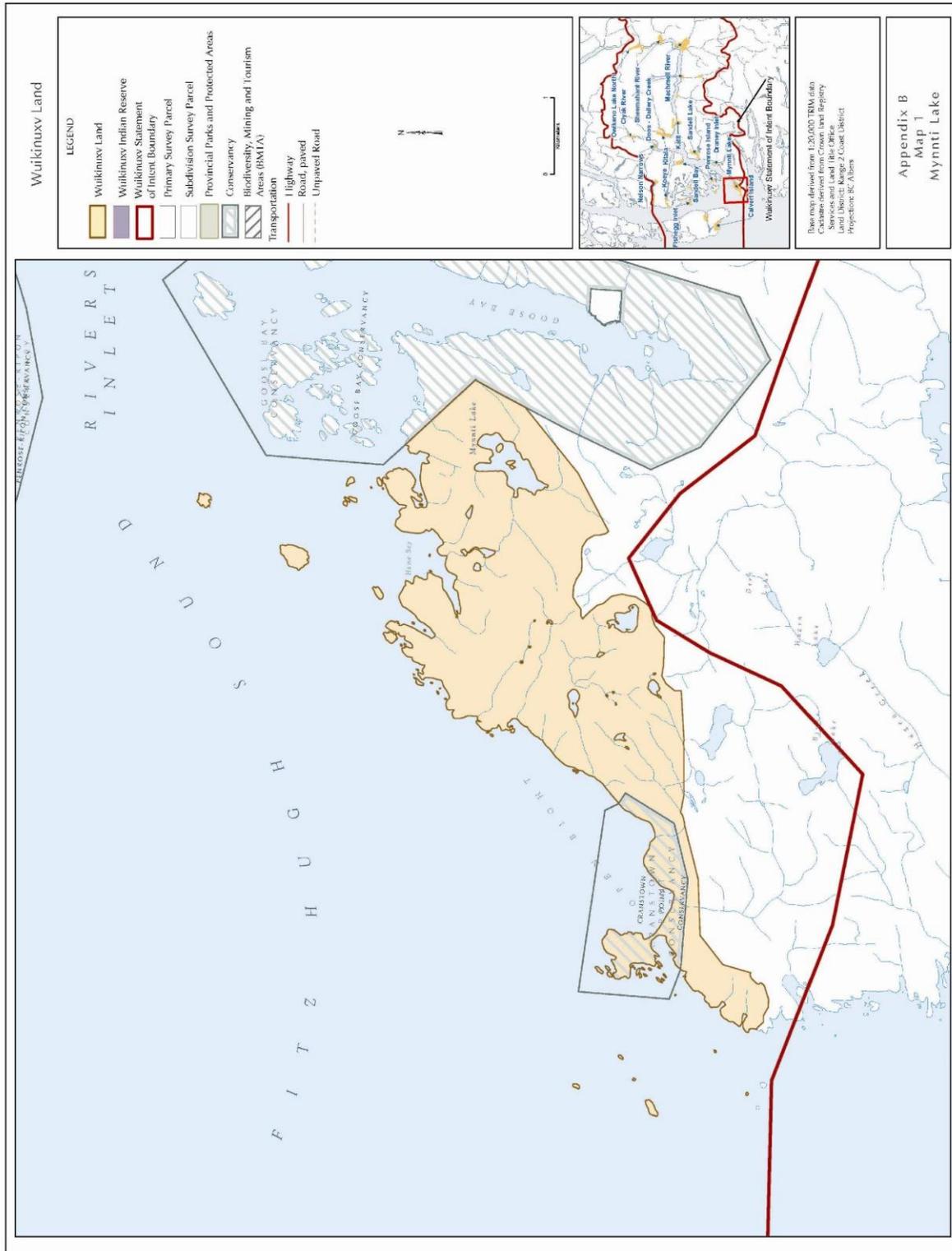
- a. be responsible for the development of an implementation plan before the initialing of the Wuikinuxv Treaty; and
- b. be responsible for the development of a list of activities that the Parties must complete by the Effective Date.

IMPLEMENTATION COMMITTEE

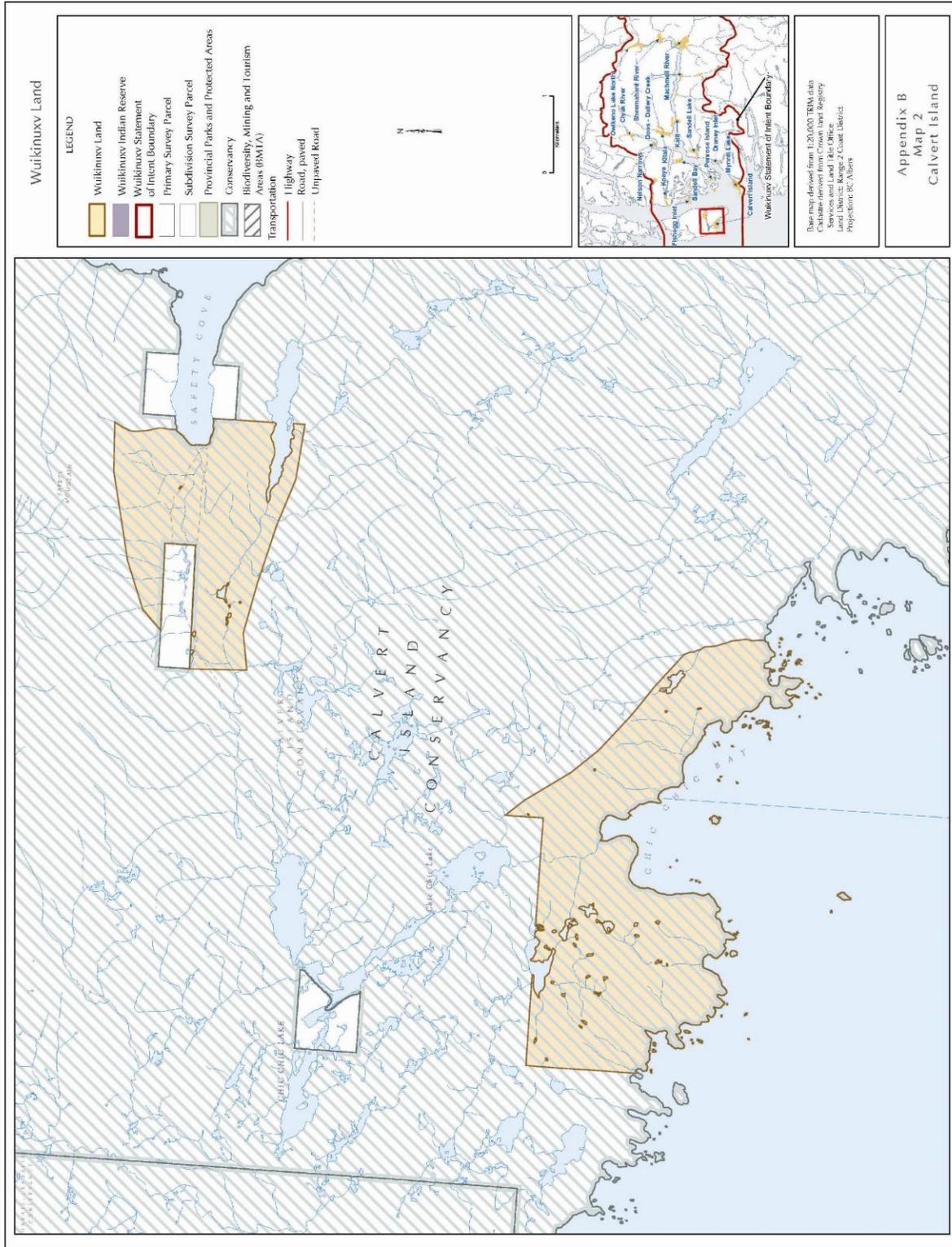
- 5. On the Effective Date, the Parties will establish a tripartite Implementation Committee.
- 6. The Implementation Committee will have a term of 10 years which may be extended upon agreement by the Parties.
- 7. The Parties will each appoint one representative to the Implementation Committee, and other individuals may participate in the Implementation Committee meetings to support or assist a member.
- 8. The Implementation Committee will:
 - a. establish its own procedures and operating guidelines;
 - b. develop a communications strategy in respect of the implementation and content of the Wuikinuxv Treaty;
 - c. provide a forum for the Parties to discuss the implementation of the Wuikinuxv Treaty;
 - d. provide for the preparation of annual reports on the implementation of the Wuikinuxv Treaty;
 - e. before the expiry of the implementation plan, advise the Parties on the further implementation of the Wuikinuxv Treaty and recommend whether the implementation plan may be amended or extended; and
 - f. address other matters agreed to by the Parties.

APPENDICES

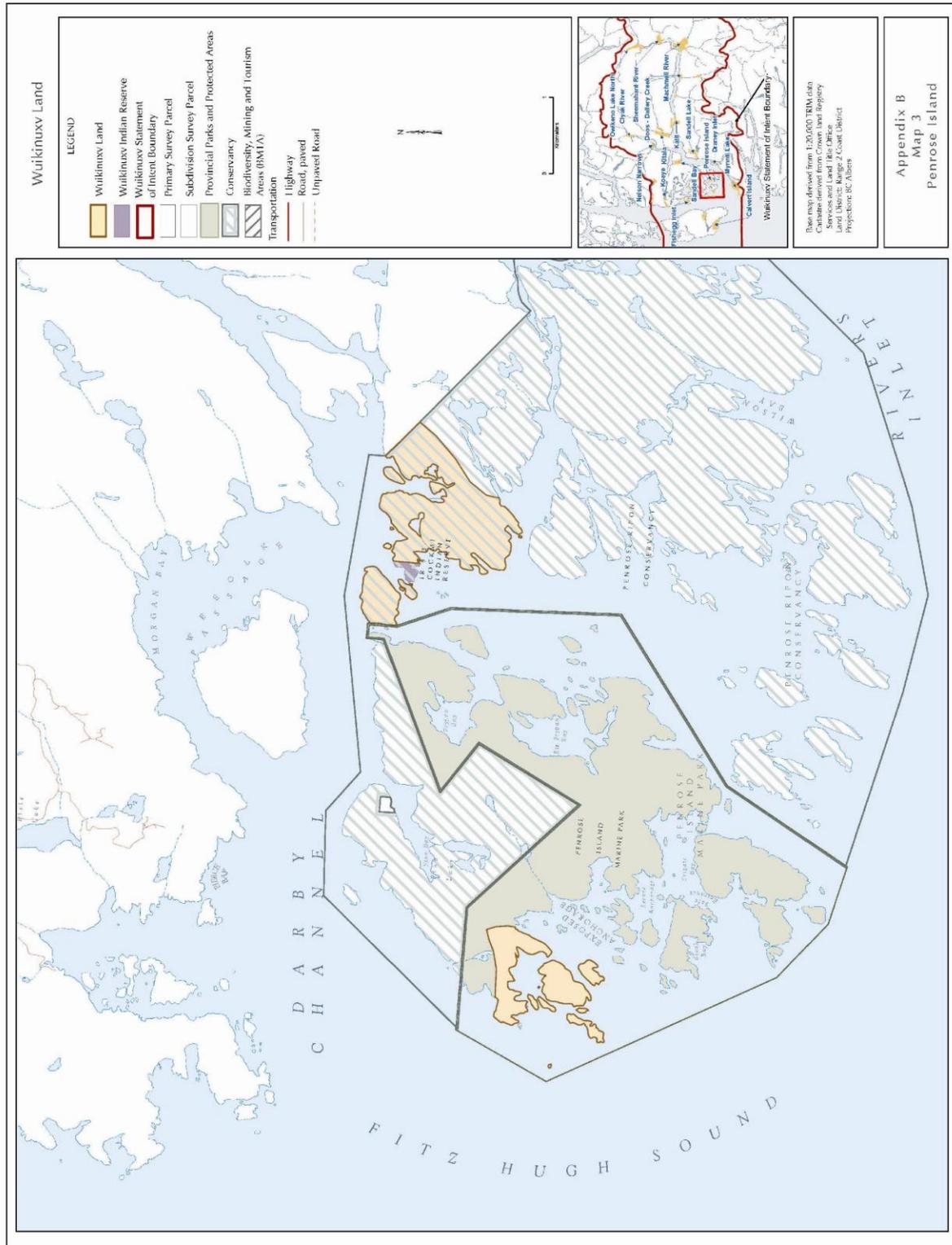
B2: Map 1: Mynti Lake



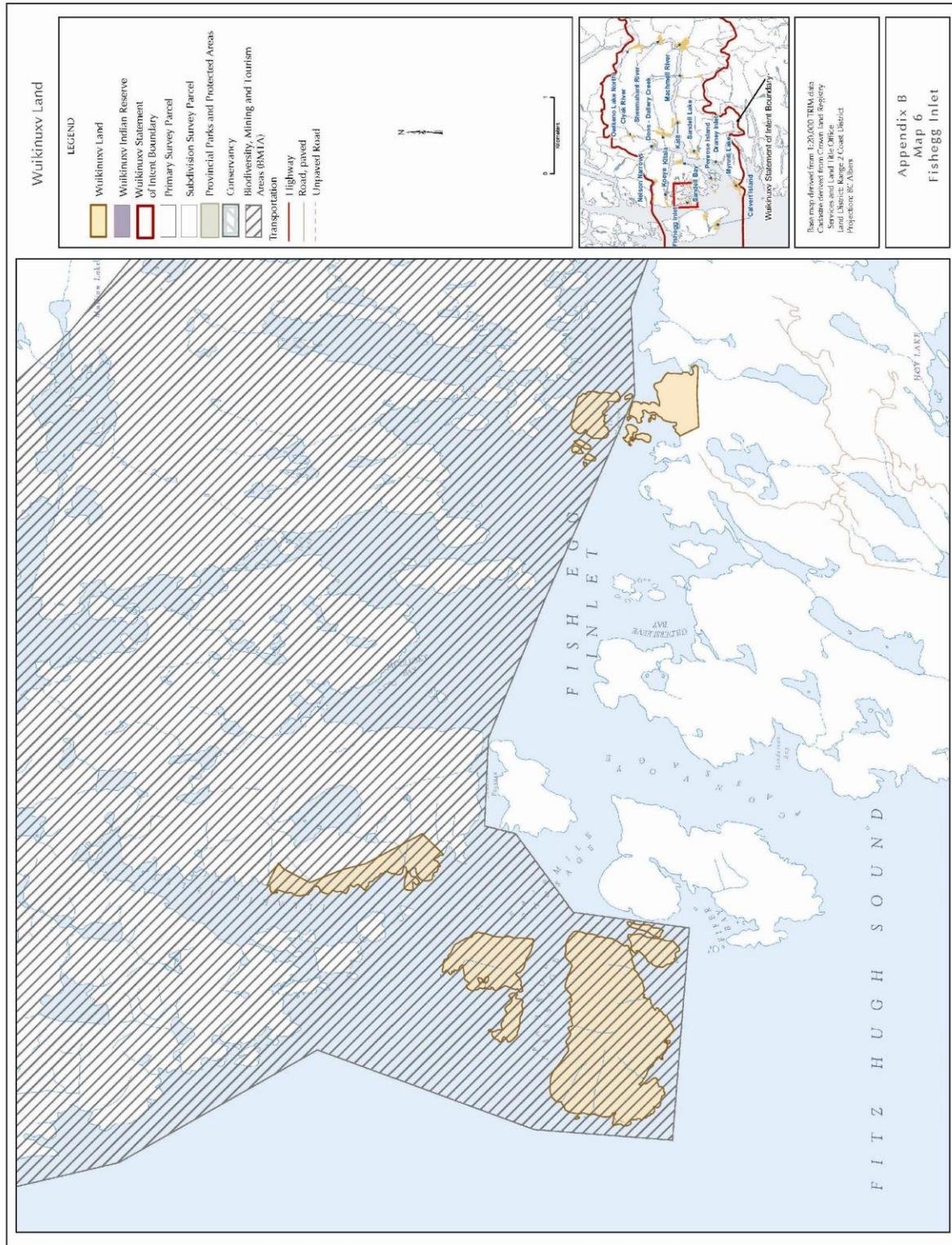
B3: Map 2: Calvert Island



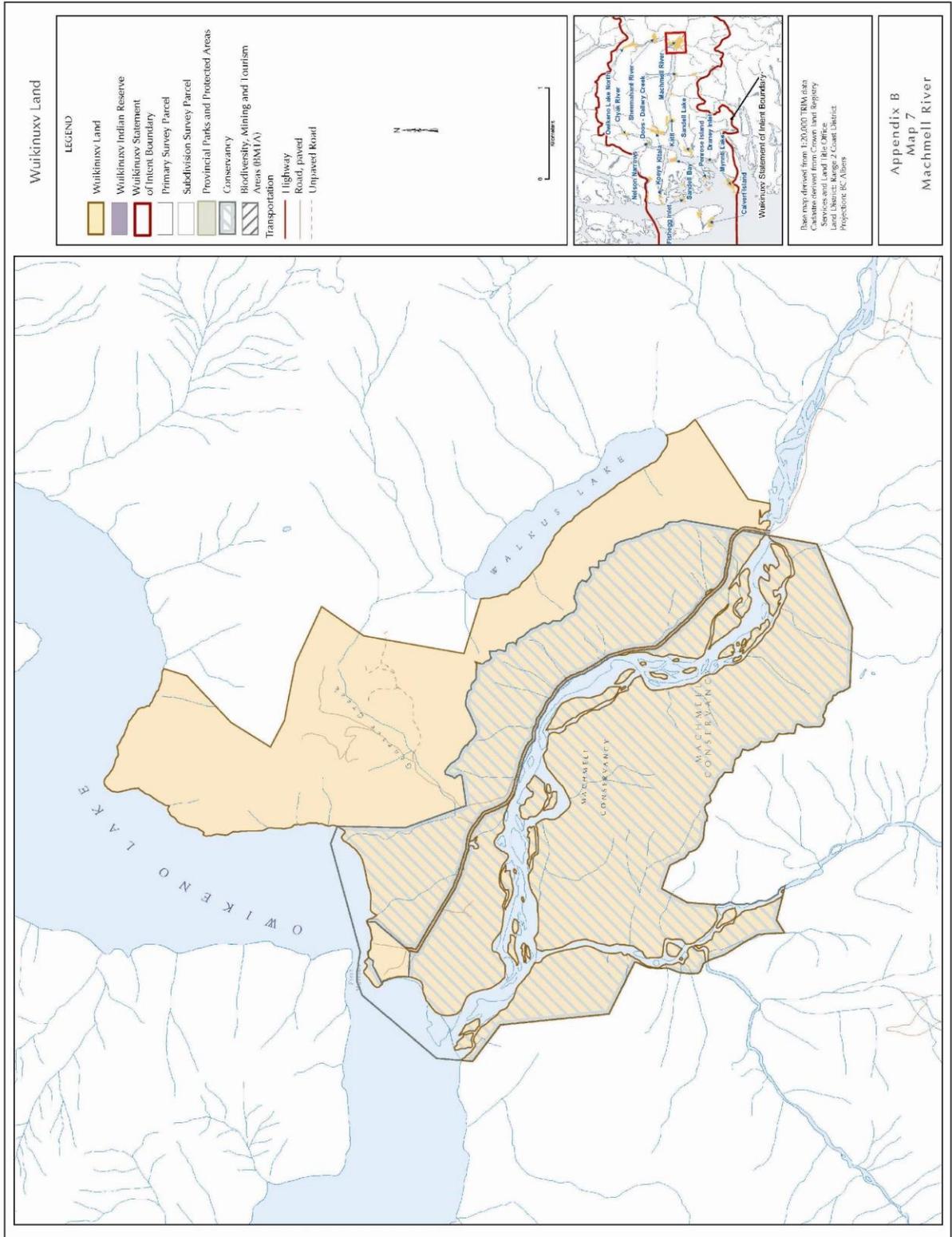
B4: Map 3: Penrose Island



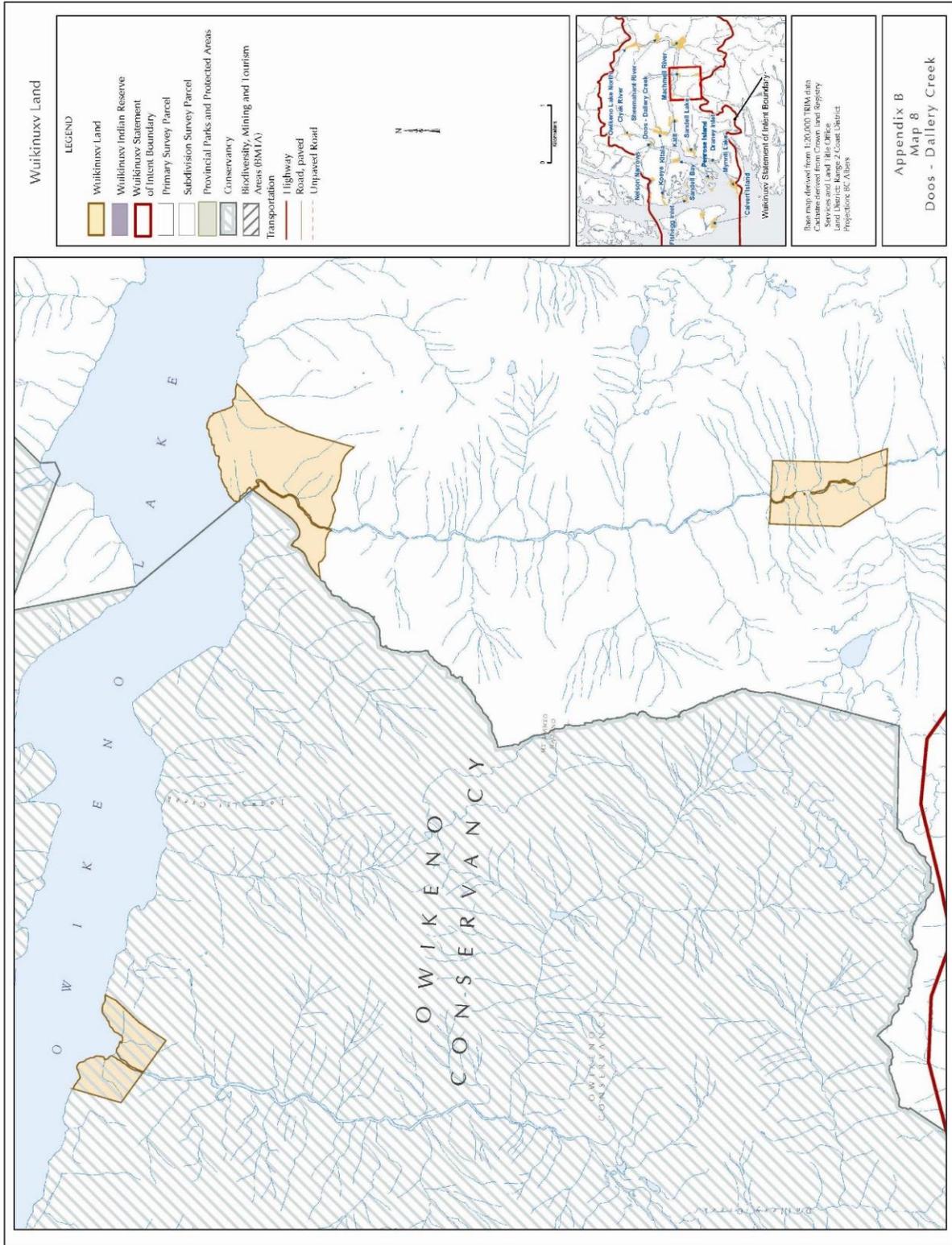
B7: Map 6: Fishegg Inlet



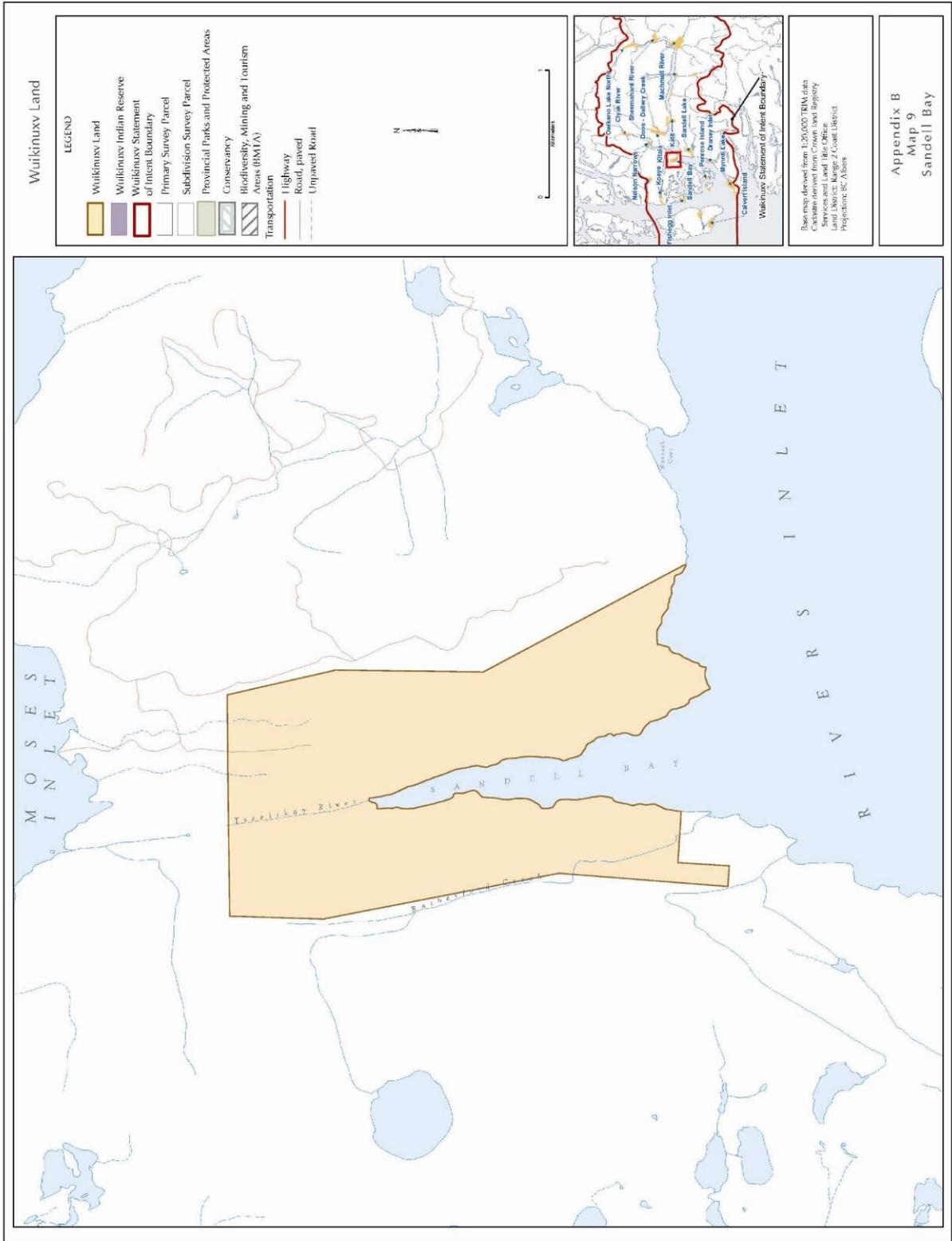
B8: Map 7: Machmell River



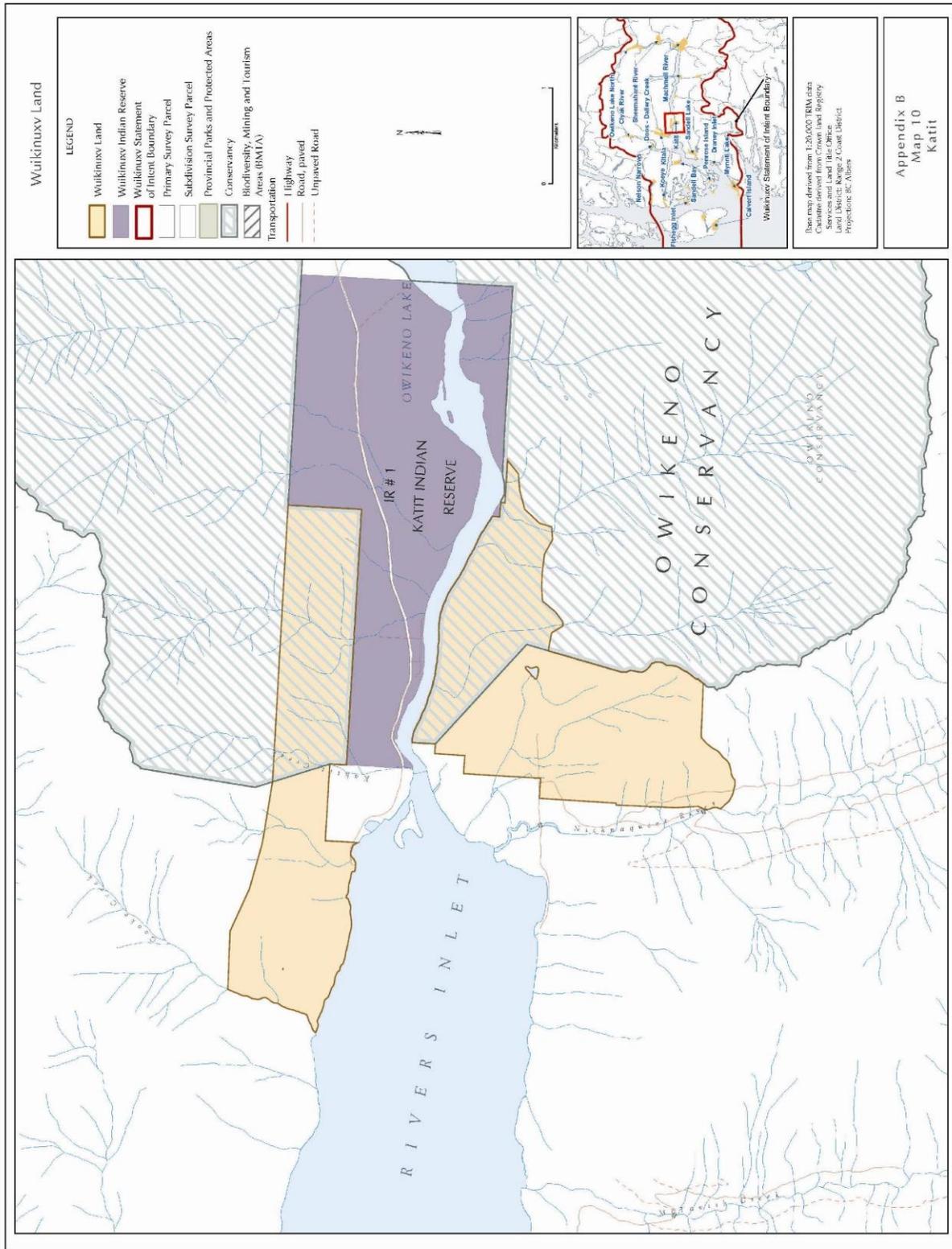
B9: Map 8: Doos-Dallery Creek



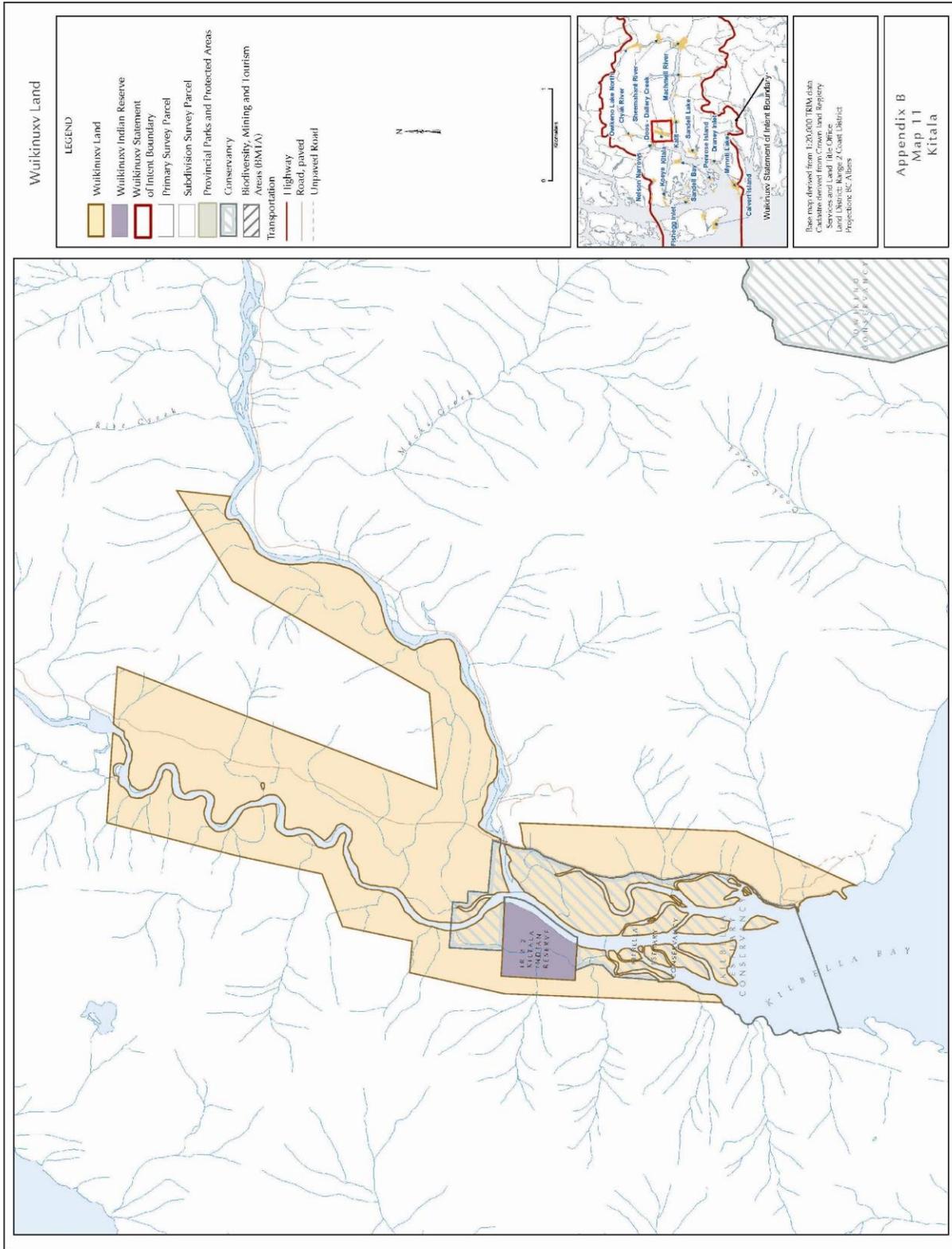
B10: Map 9: Sandell Bay



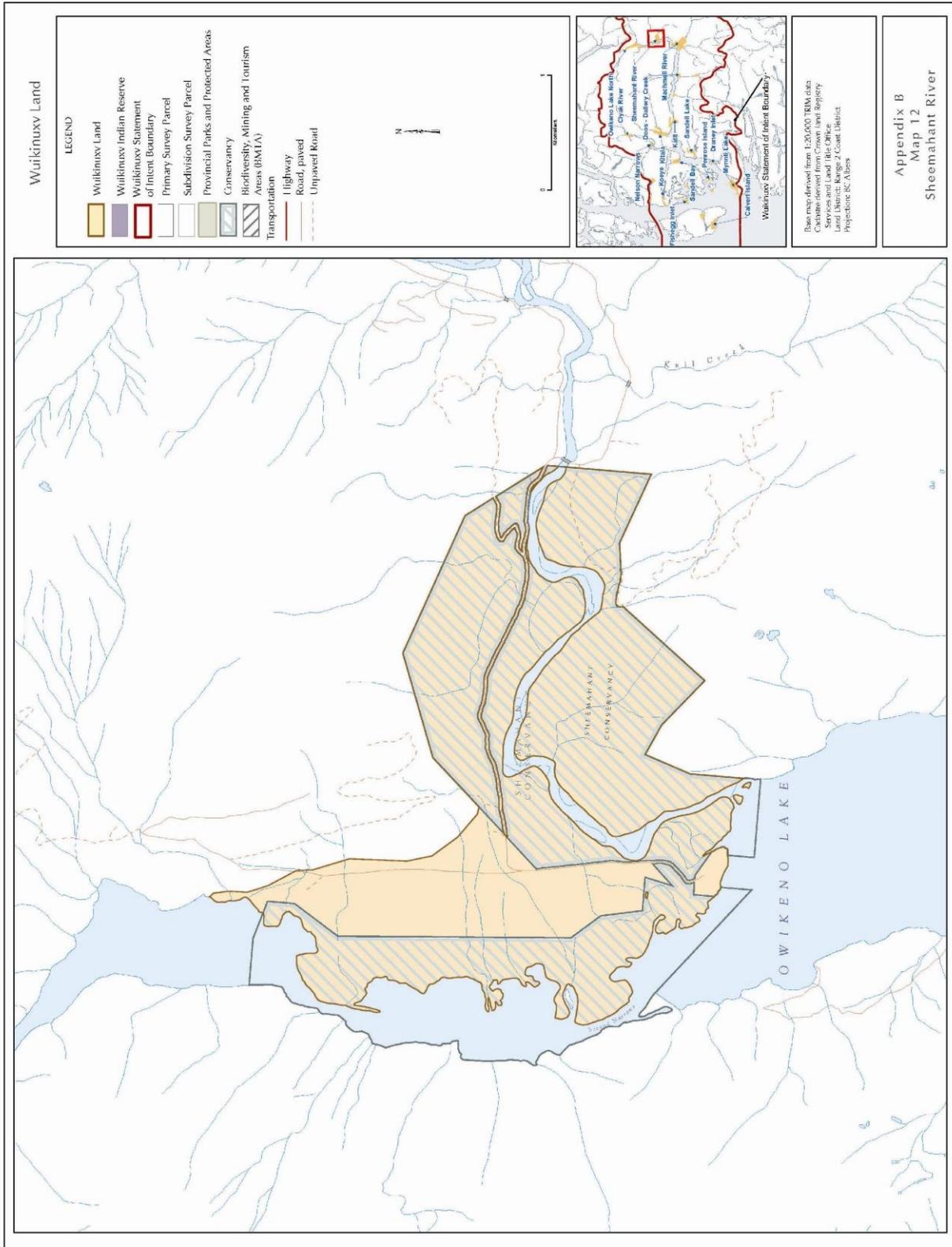
B11: Map 10: Katit



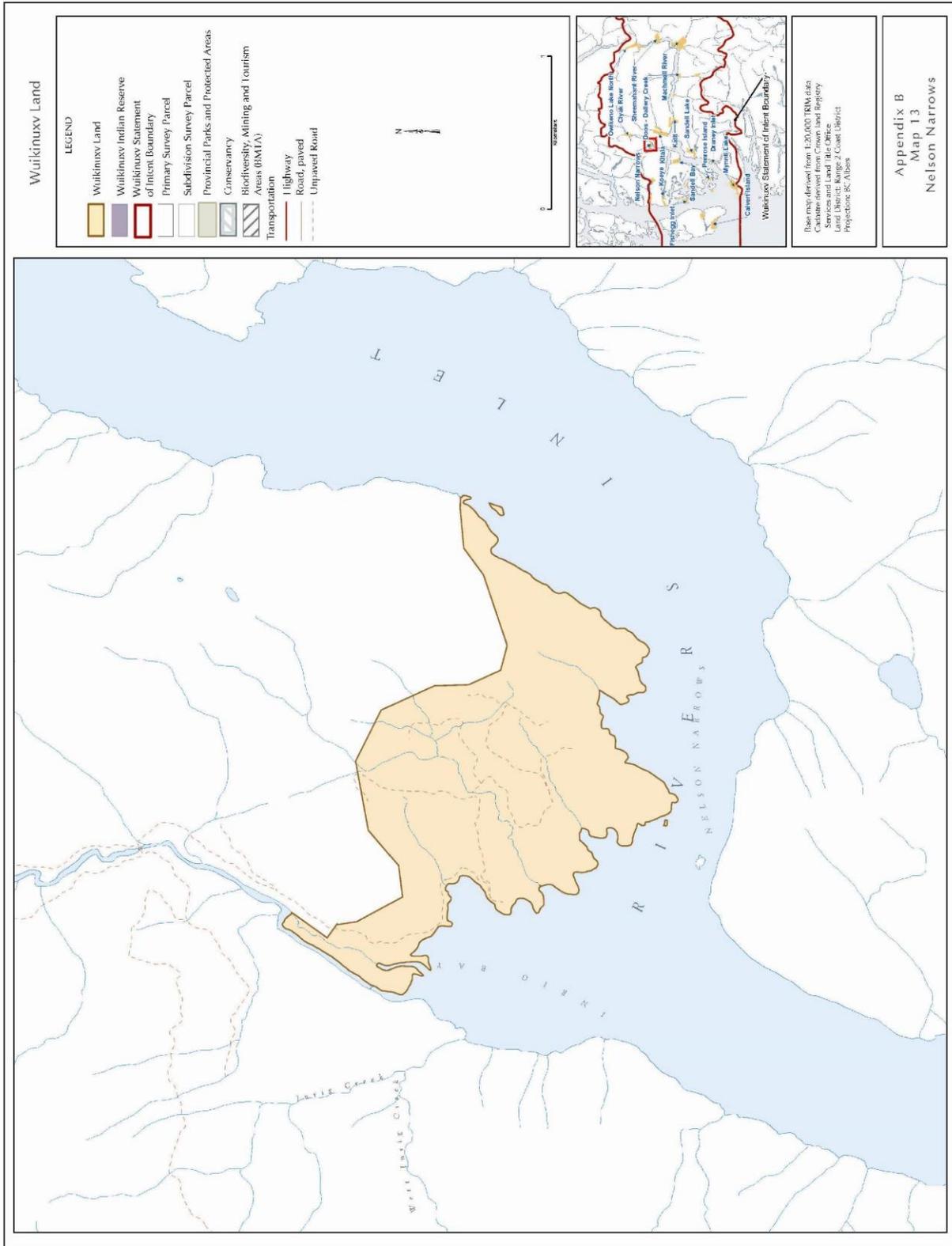
B12: Map 11: Kitala



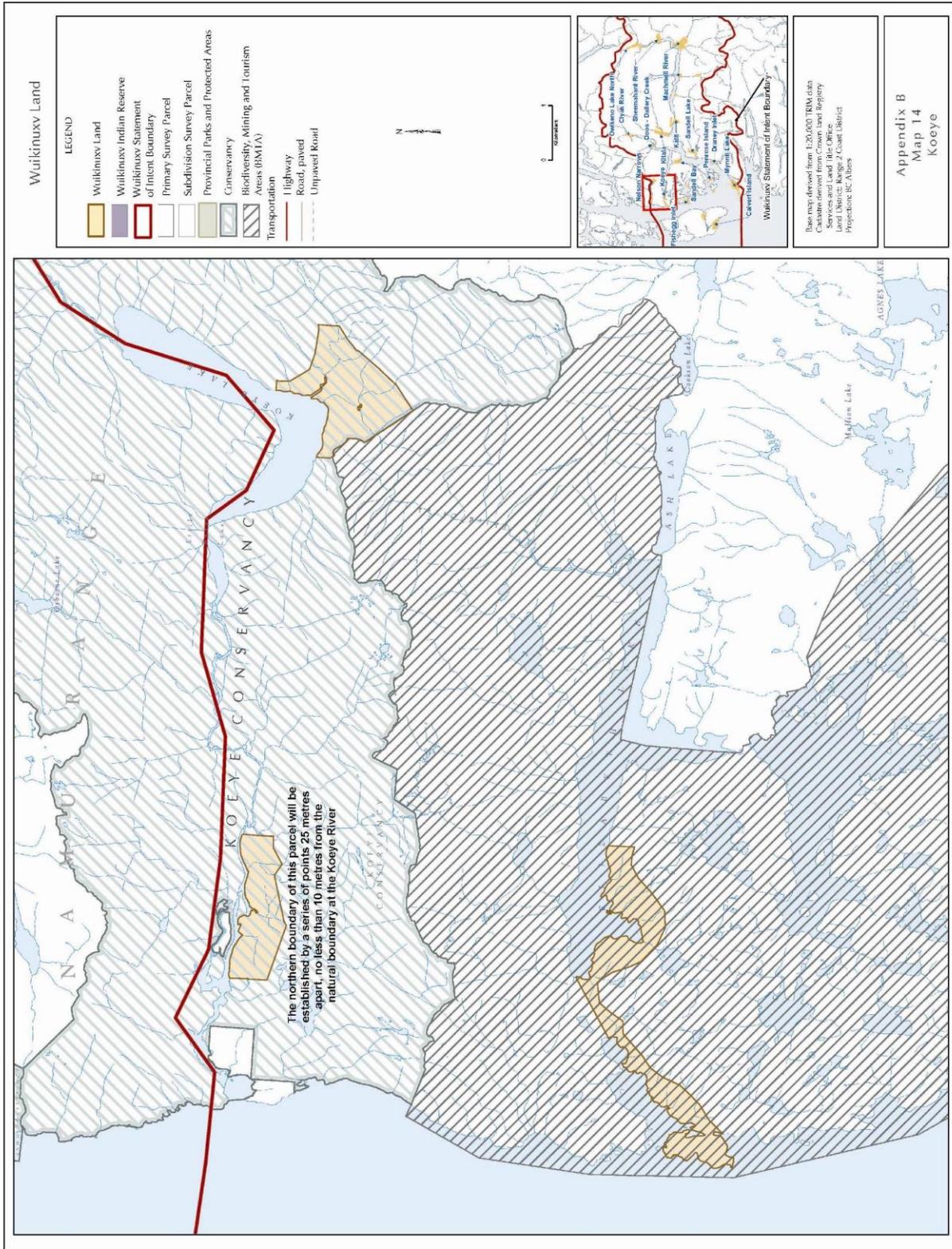
B13: Map 12: Sheemahant River



B14: Map 13: Nelson Narrows



B15: Map 14: Koeye



APPENDIX D - EXPROPRIATION

Appendix D-1: Limits on Provincial Expropriation

1. Provincial Law applies to the expropriation of Wuikinuxv Land by a Provincial Expropriating Authority except to the extent that Wuikinuxv Treaty modifies its application.
2. A Provincial Expropriating Authority may expropriate an interest or estate in Wuikinuxv Land only with the consent and by the order of the Lieutenant Governor in Council.
3. The Lieutenant Governor in Council may issue an order consenting to an expropriation of an interest or estate in Wuikinuxv Land only:
 - a. after the conclusion of the procedures described in paragraphs 4 and 5; and
 - b. if the expropriation is justifiable in accordance with paragraph 6.
4. Before the Lieutenant Governor in Council makes a decision under paragraph 3, the Provincial Expropriating Authority will provide to Wuikinuxv a report which states the reasons for the expropriation and addresses the factors under subparagraphs 6.b, 6.c, and 6.d.
5. Within 30 days of receipt of the report under paragraph 4, Wuikinuxv will notify the Provincial Expropriating Authority if it objects to the expropriation of the estate or interest in Wuikinuxv Land and, within 30 days of the Provincial Expropriating Authority's receipt of notice from Wuikinuxv, the Provincial Expropriating Authority and Wuikinuxv will make reasonable efforts to resolve the objection raised by Wuikinuxv.
6. For the purposes of subparagraph 3.b, an expropriation is justifiable where the Lieutenant Governor in Council is satisfied that, in addition to the applicable requirements under Provincial Law, the following requirements have been met:
 - a. reasonable efforts have been made by the Provincial Expropriating Authority to acquire the interest or estate in Wuikinuxv Land through agreement with Wuikinuxv;
 - b. there is no other reasonably feasible alternative to the expropriation, including the use of lands that are not Wuikinuxv Land;

- c. the Provincial Expropriating Authority has confirmed that the proposed expropriation is the most limited interest or estate in Wuikinuxv Land necessary and for the shortest time required;
 - d. information relevant to the expropriation, other than documents that would be protected from disclosure under Provincial Law, has been provided to Wuikinuxv, including the report referred to in paragraph 4; and
 - e. where Wuikinuxv has objected to the expropriation, reasonable efforts have been made to resolve the objection.
7. The Lieutenant Governor in Council will not consent to the expropriation before the end of the period provided for in paragraph 5.
8. Notwithstanding paragraphs 3 to 7, the Lieutenant Governor in Council may consent to the expropriation if the Minister or Lieutenant Governor in Council has declared a state of emergency.
9. The total amount of Wuikinuxv Land that may be expropriated in fee simple by Provincial Expropriating Authorities will not exceed a cumulative total of 440 hectares of Wuikinuxv Land.
10. If replacement land is provided under paragraph 18 or a fee simple interest is returned to Wuikinuxv in accordance with paragraph 25 and such land is added to Wuikinuxv Land, the amount of Wuikinuxv Land that may be expropriated under paragraph 9 will be increased by the amount of land replaced or returned to Wuikinuxv.

COMPENSATION

11. In the event an estate or interest in Wuikinuxv Land is expropriated by a Provincial Expropriating Authority, the Provincial Expropriating Authority will provide compensation in accordance with the Wuikinuxv Treaty.
12. The total value of compensation for an expropriated interest or estate in Wuikinuxv Land will be based on the criteria used in the *Expropriation Act* and will take into account the following factors:
- a. the market value of the land based on its use at the date of expropriation plus reasonable damages;
 - b. the market value of the land based on its highest and best use at the date of expropriation;

- c. the value of a special economic advantage to the owner arising out of his or her occupation or use of the land;
 - d. the value of improvements made by an owner occupying a residence located on the land; and
 - e. other factors as agreed to by the Parties.
13. If the Provincial Expropriating Authority and the Wuikinuxv disagree on the total value of compensation for the expropriated interest or estate, the issue will be finally determined by arbitration under Chapter 27 Dispute Resolution. A dispute under this paragraph will not delay the expropriation. For the purposes of this paragraph British Columbia will act on behalf of the Provincial Expropriating Authority on such terms as British Columbia and the Provincial Expropriating Authority may agree.

EXPROPRIATION OF LESS THAN FEE SIMPLE ESTATE

14. Where less than the fee simple estate in Wuikinuxv Land is expropriated by a Provincial Expropriating Authority:
- a. the parcel of land retains its status as Wuikinuxv Land;
 - b. Wuikinuxv may continue to use and occupy the parcel of land, subject to the terms of Wuikinuxv Treaty or except to the extent that such use or occupation interferes with the use of land for which the expropriation took place; and
 - c. Wuikinuxv Law applies to the parcel of land, subject to the terms of Wuikinuxv Treaty or except to the extent that the Wuikinuxv Law is inconsistent with the use of land for which the expropriation took place.
15. Paragraphs 16 through 24 do not apply to an expropriation by a Provincial Expropriating Authority of less than the fee simple estate in a parcel of Wuikinuxv Land.

EXPROPRIATION OF A FEE SIMPLE ESTATE

16. Where a fee simple estate in Wuikinuxv Land is expropriated by a Provincial Expropriating Authority:

- a. the expropriation will include the fee simple estate to Subsurface Resources unless British Columbia and the Wuikinuxv agree otherwise; and
 - b. those lands will no longer be Wuikinuxv Land, Appendix B will be amended in accordance with the process set out in paragraph 47 of the General Provisions Chapter.
17. For the purposes of paragraph 16:
- a. the Provincial Expropriating Authority will be responsible for the transaction costs including the cost of surveying, registering and transferring the land; and
 - b. where the land is registered in the Land Title Office, British Columbia will file such certificates or other documents in the Land Title Office as may be required under the *Land Title Act*.

PROVINCIAL CROWN LAND AS REPLACEMENT LAND

18. If British Columbia expropriates a fee simple estate in Wuikinuxv Land, British Columbia will make reasonable efforts to identify and offer provincial Crown land of comparable value within the Wuikinuxv Area to Wuikinuxv as compensation.
19. If the replacement land provided under paragraph 18 is of less than comparable value, British Columbia will provide additional compensation in accordance with paragraph 12.
20. If Wuikinuxv accepts Crown land as replacement land:
- a. British Columbia will transfer the replacement land to the Wuikinuxv; and
 - b. unless otherwise agreed by British Columbia and the Wuikinuxv, the replacement land will include the Subsurface Resources provided that the Subsurface Resources are owned by British Columbia.
21. At the request of Wuikinuxv, British Columbia will consent to the replacement land being added to Wuikinuxv Land and, if Canada consents, each will provide notice of its consent to the other Parties. Upon receipt of Wuikinuxv of the notices, the Parties will amend Appendix B, in accordance with paragraph 47 of the General Provisions Chapter and the land will become Wuikinuxv Land when the amendment takes effect.

22. Canada will consent to the addition of replacement land provided under paragraph 18 to Wuikinuxv Land subject to the factors set out in paragraph 52 of the Lands Chapter being met.
23. Replacement land transferred to Wuikinuxv in accordance with paragraph 18 continues to be:
 - a. subject to any interest existing immediately before the transfer to Wuikinuxv, unless otherwise agreed by Wuikinuxv and British Columbia; and
 - b. any tenured subsurface resources continue to be administered by British Columbia in accordance with paragraphs 9-17 of the Subsurface Resources Chapter.
24. If there is no agreement between British Columbia and Wuikinuxv on the provision of land as compensation under paragraph 18, British Columbia will provide Wuikinuxv with other compensation in accordance with the *Expropriation Act*.

RETURN OF AN EXPROPRIATED INTEREST OR ESTATE

25. If an expropriated interest or estate in Wuikinuxv Land is no longer required by the Provincial Expropriating Authority:
 - a. the expropriated interest or estate will be returned to the Wuikinuxv subject to terms to be negotiated at the time of the return of the expropriated interest or estate; and
 - b. Where Wuikinuxv becomes the registered owner of the fee simple estate to a parcel of land under paragraph 25, Wuikinuxv may add that parcel to Wuikinuxv Land upon notice to Canada and British Columbia.
26. Upon receipt by Canada and British Columbia of a notice under section 25, the Parties will amend Appendix B in accordance with paragraph 47 of the General Provisions Chapter to reflect the addition of the land to Wuikinuxv Land, and the land will become Wuikinuxv Land when the amendment takes effect.

REGISTRATION OF REPLACED OR RETURNED LAND

27. Where Wuikinuxv wishes to register land which is replaced under paragraph 19 or returned under paragraph 25, Wuikinuxv and British Columbia will, as

appropriate, file such plans, certificates, instruments and other documents in the Land Title Office as may be required under the *Land Title Act*.

TOTAL AMOUNT OF LAND SUBJECT TO EXPROPRIATION

28. The total amount of Wuikinuxv Land that may be expropriated in fee simple by Provincial Expropriating Authorities will not exceed 440 hectares.

Appendix D-2: Limits on Federal Expropriation

GENERAL

1. The Governor-in-Council may consent to an expropriation of an interest in Wuikinuxv Land if the expropriation is justifiable in accordance with paragraph 3 and necessary for a public purpose.
2. For greater certainty, where Federal Law deems an expropriation to be for a public purpose, the expropriation will be deemed to be necessary for a public purpose under the Wuikinuxv Treaty.
3. For the purposes of paragraph 1, an expropriation is justifiable where the Governor-in-Council is satisfied that the following requirements have been met:
 - a. there is no other reasonably feasible alternative land to acquire that is not Wuikinuxv Land;
 - b. reasonable efforts have been made by the Federal Expropriating Authority to acquire the interest in Wuikinuxv Land through agreement with Wuikinuxv;
 - c. the most limited interest in Wuikinuxv Land necessary is expropriated for the shortest time possible; and
 - d. information relevant to the expropriation, other than documents that would be protected from disclosure under Federal Law, has been provided to Wuikinuxv;
4. Before the Governor-in-Council issues an order consenting to the expropriation of an interest in Wuikinuxv Land, the Federal Expropriating Authority will provide to Wuikinuxv and the Governor-in-Council, and make available to the public, a report stating the justification for the expropriation and describing the steps taken to satisfy the requirements set out in paragraph 3.
5. If Wuikinuxv objects to a proposed expropriation of an interest in Wuikinuxv Land, it may, within 60 days after the report has been provided to Wuikinuxv under paragraph 4, by providing notice in writing to the Federal Expropriating Authority, refer the matter directly to neutral evaluation under Stage Two of the Dispute Resolution Chapter for a review of the steps taken to satisfy the requirement set out in paragraph 3.
6. The Federal Expropriation Authority may not seek Governor-in-Council consent to the expropriation of an interest in Wuikinuxv Land:

- a. before the expiration of the period referred to in paragraph 5;
 - b. if Wuikinuxv has referred the matter to a neutral evaluator in accordance with paragraph 5, before the neutral evaluator has delivered to Wuikinuxv and the Federal Expropriating Authority an opinion on the matter, such opinion to be rendered within 60 days of the referral being made; or
 - c. within such additional time as Wuikinuxv and the Federal Expropriating Authority may agree.
7. Without limiting the generality of the Dispute Resolution Chapter, the opinion of the neutral evaluator under paragraph 6.b:
- a. is without prejudice to the legal positions that may be taken by a Federal Expropriating Authority and Wuikinuxv in court or in any other forum;
 - b. will not be admissible in any legal proceedings, unless otherwise required by law; and
 - c. is not binding on the Governor-in-Council under paragraph 1 and paragraph 3.

REPLACEMENT LAND AND COMPENSATION

8. If a fee simple interest in a parcel of Wuikinuxv Land is expropriated by a Federal Expropriating Authority, the Federal Expropriating Authority will make reasonable efforts:
- a. to identify replacement land within Wuikinuxv Territory, being either federal Crown land or land available on a “willing-seller”, “willing-buyer” basis, of equivalent or greater size and comparable value; and,
 - b. if acceptable to Wuikinuxv, to acquire and offer the replacement land to Wuikinuxv as partial or full compensation for the expropriation.
9. If the Federal Expropriating Authority and Wuikinuxv are unable to agree on the provision of replacement land as compensation, the Federal Expropriating Authority will provide Wuikinuxv with other compensation in accordance with the Wuikinuxv Treaty.
10. Subject to paragraph 13, if the replacement land identified by the Federal Expropriating Authority would result in the total size of Wuikinuxv Land being less than at the Effective Date, and Wuikinuxv does not agree that the replacement

land is of comparable value to the interest in Wuikinuxv Land being expropriated, Wuikinuxv may refer the issue of whether the replacement land is of comparable value to the interest in Wuikinuxv Land being expropriated to be finally determined by arbitration under the Dispute Resolution Chapter.

11. The total value of compensation for an interest in Wuikinuxv Land expropriated by a Federal Expropriating Authority under this Appendix will be determined by taking into account the following factors:
 - a. the market value of the expropriated interest;
 - b. the replacement value of any improvement to Wuikinuxv Land in which the interest has been expropriated;
 - c. any expenses or losses resulting from the disturbance directly attributable to the expropriation;
 - d. any reduction in the value of any interest in Wuikinuxv Land that is not expropriated which directly relates to the expropriation;
 - e. any adverse effect on any cultural or other special value to Wuikinuxv of Wuikinuxv Land in which an interest has been expropriated, provided that:
 - i. the cultural or other special value is only applied to an interest in Wuikinuxv Land recognized in law and held by Wuikinuxv; and
 - ii. there will be no increase in the total value of compensation on account of any Aboriginal rights, title or interest; and
 - f. the value of any special economic advantage arising out of or incidental to the occupation or use of Wuikinuxv Land by Wuikinuxv to the extent that the value is not otherwise compensated.
12. Subject to paragraph 13, if the Federal Expropriating Authority and Wuikinuxv cannot agree on the total value of compensation or on whether the combination of replacement land or other compensation is equal to the total value of compensation, either Canada acting on behalf of the Federal Expropriating Authority or Wuikinuxv may refer the issue of the total value of compensation for resolution under the Dispute Resolution Chapter.
13. A dispute in respect of:
 - a. the valuation of replacement land under paragraph 10;
 - b. the total value of compensation under paragraph 12, or

- c. the terms and conditions of the return of land under paragraph 27, will not delay the expropriation.
- 14. Any claim or encumbrance in respect of the interest expropriated by a Federal Expropriating Authority may only be claimed against the amount of compensation payable under paragraph 11.
- 15. Interest on compensation is payable from the date the expropriation takes effect, at the interest rate payable under Federal Law.
- 16. If a Federal Expropriating Authority expropriates a fee simple interest in Wuikinuxv Land, that land will no longer be Wuikinuxv Land, Appendix B will be amended in accordance with the process set out in paragraph 47 of the General Provisions Chapter and the parcel of land will cease to be Wuikinuxv Land when the amendment takes effect.
- 17. If a Federal Expropriating Authority expropriates less than a fee simple interest in a parcel of Wuikinuxv Land:
 - a. the parcel of land retains its status as Wuikinuxv Land;
 - b. the parcel of land remains subject to Wuikinuxv Law except to the extent that Wuikinuxv Law interferes with the use of the parcel of land for which the expropriation took place; and
 - c. Wuikinuxv may continue to use and occupy the parcel of land, except to the extent that, in the view of the Federal Expropriating Authority, the use or occupation is inconsistent with the use of the parcel for which the expropriation took place.
- 18. Wuikinuxv may request that Canada and British Columbia consent to a parcel of replacement land transferred to Wuikinuxv under paragraph 8 being added to Wuikinuxv Land.
- 19. Canada will consent to the land referred to in paragraph 18 being added to Wuikinuxv Land, if:
 - a. the replacement land does not overlap with an area over which another First Nation claims a legal interest or which is subject to treaty negotiations with another First Nation, except where the other First Nation in those cases consents to the addition; and

- b. the addition of replacement land to Wuikinuxv Land will not result in Canada being required to assume financial or other obligations associated with the replacement land.
- 20. British Columbia will consent to the land referred to in paragraph 18 being added to Wuikinuxv Land, if:
 - a. the replacement land is in an area outside of the boundaries of a municipality or is within the boundaries of a municipality and that municipality provides written consent;
 - b. the replacement land becoming Wuikinuxv Land will not unreasonably restrict the expansion or development of a municipality; and
 - c. the addition of replacement land to Wuikinuxv Land will not result in British Columbia being required to assume financial or other obligations associated with the replacement land.
- 21. If Canada and British Columbia have consented to a request under paragraph 18, each will provide notice of its consent to the other Parties. Upon receipt by Wuikinuxv of the notices, Appendix B will be amended in accordance with the process set out in paragraph 47 of the General Provisions Chapter, and the parcel of land will become Wuikinuxv Land when the amendment takes effect.

RETURN OF AN EXPROPRIATED INTEREST

- 22. If an expropriated interest in a parcel of Wuikinuxv Land is no longer required for the purpose for which it was expropriated, the federal department, agency or other entity, or its successors or assigns, who holds the expropriated interest, will ensure that the interest in land is returned to Wuikinuxv on the terms and conditions negotiated under paragraph 26.
- 23. The consent of the Governor-in-Council is not required to give effect to a return of land under paragraph 22, and the federal department, agency or other entity who holds the expropriated interest will determine the disposition of any improvements made to the land in a manner consistent with the agreement reached pursuant to paragraph 25 or the outcome of an arbitration under paragraph 26.
- 24. Wuikinuxv agrees that the return of an interest in Wuikinuxv Land under paragraph 22 will not result in Canada or British Columbia assuming financial or other obligations, unless agreed to in writing at the time of the expropriation.

25. At the time of the expropriation, Wuikinuxv and the Federal Expropriating Authority will negotiate the terms and conditions of the return of an expropriated interest in Wuikinuxv Land, including:
 - a. requirements relating to financial considerations based on market value principles;
 - b. the condition of the land to be returned; and
 - c. the process for resolving any disputes around the implementation of these terms and conditions.
26. Where Wuikinuxv and the Federal Expropriating Authority cannot agree on the terms and conditions of the return of an expropriated interest in Wuikinuxv Land at the time of the expropriation, either Canada acting on behalf of the Federal Expropriating Authority or Wuikinuxv, may refer the issue to be finally determined by arbitration under the Dispute Resolution Chapter.
27. Where Wuikinuxv becomes the registered owner of the fee simple interest in a parcel of land that is returned to Wuikinuxv under paragraph 23, Wuikinuxv may add that parcel to Wuikinuxv Land upon notice to Canada and British Columbia.
28. Upon receipt by Canada and British Columbia of a notice under paragraph 27, the parcel will become Wuikinuxv Land and Appendix B will be amended in accordance with the process set out in paragraph 47 of the General Provisions Chapter and the parcel of land will become Wuikinuxv Land when the amendment takes effect.

OTHER MATTERS

29. Except as otherwise provided in paragraphs 5, 10, 12, and 26, no dispute between the Parties respecting the interpretation, application or implementation of paragraphs 65 to 66 of the Lands Chapter or this Appendix will go to dispute resolution under the Dispute Resolution Chapter.
30. For greater certainty, and subject to paragraph 31, except to the extent that the provisions of this Appendix modify the application of Federal Law relating to an expropriation of Wuikinuxv Land, all federal legislation relating to expropriation applies to an expropriation of Wuikinuxv Land under this Appendix.
31. Without limiting the generality of paragraph 25 of the General Provisions Chapter, the provisions of this Appendix prevail to the extent of an inconsistency with the federal *Expropriation Act* or other Federal Law relating to the expropriation.

32. Where the fee simple interest in a parcel of Wuikinuxv Land is held by a Wuikinuxv Citizen, a Wuikinuxv Corporation or a Wuikinuxv Public Institution, any interest in that parcel may be expropriated by a Federal Expropriating Authority in accordance with:
- a. Federal Law;
 - b. the consent of the Governor-in-Council; and
 - c. paragraphs 1 through 7, 15, 16, 17, and 22 through 31,
- and for greater certainty, any return of land under paragraphs 22 through 28 will be to Wuikinuxv.

APPENDIX E: DISPUTE RESOLUTION PROCEDURES

Part 1: Collaborative Negotiations

DEFINITIONS

In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"party" means a participating Party to collaborative negotiations under this Appendix;

"section" means a section in this Appendix.

GENERAL

1. Collaborative negotiations commence:
 - a. on the date of delivery of a written notice requiring the commencement of collaborative negotiations; or
 - b. in the case of negotiations in the circumstances described in subclause 7(c) of the Chapter, on the date of the first negotiation meeting.

NOTICE

2. A notice under clause 15 of the Chapter requiring the commencement of collaborative negotiations will include the following:
 - a. the names of the parties directly engaged in the disagreement;
 - b. a brief summary of the particulars of the disagreement;
 - c. a description of the efforts made to date to resolve the disagreement;
 - d. the names of the individuals involved in those efforts; and
 - e. any other information that will help the parties.

REPRESENTATION

3. A party may attend collaborative negotiations with or without legal counsel.
4. At the commencement of the first negotiation meeting, each party will advise the other parties of any limitations on the authority of its representatives.

NEGOTIATION PROCESS

5. The parties will convene their first negotiation meeting in collaborative negotiations, other than those described in subclause 7(c) of the Chapter, within 21 days after the commencement of the collaborative negotiations.
6. Before the first scheduled negotiation meeting, the parties will discuss and attempt to reach agreement on any procedural issues that will facilitate the collaborative negotiations, including the requirements of clause 26 of the Chapter.
7. For purposes of subclause 26(a) of the Chapter, "timely disclosure" means disclosure made within 15 days after a request for disclosure by a party.
8. The parties will make a serious attempt to resolve the disagreement by:
 - a. identifying underlying interests;
 - b. isolating points of agreement and disagreement;
 - c. exploring alternative solutions;
 - d. considering compromises or accommodations; and
 - e. taking any other measures that will assist in resolution of the disagreement.
9. No transcript or recording will be kept of collaborative negotiations, but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

10. In order to assist in the resolution of a disagreement, collaborative negotiations will not be open to the public.
11. The parties, and all persons, will keep confidential:

- a. all oral and written information disclosed in the collaborative negotiations;
and
 - b. the fact that this information has been disclosed.
12. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the collaborative negotiations, any oral or written information disclosed in or arising from the collaborative negotiations, including:
- a. any documents of other parties produced in the course of the collaborative negotiations that are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions made, by any party in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the collaborative negotiations, unless otherwise stipulated by the admitting party; and
 - d. the fact that any party has indicated a willingness to make or accept a proposal for settlement.
13. Sections 11 and 12 do not apply:
- a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the collaborative negotiation;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality;
or
 - c. if the oral or written information referred to in these sections is in the public forum.

RIGHT TO WITHDRAW

14. A party may withdraw from collaborative negotiations at any time.

TERMINATION OF COLLABORATIVE NEGOTIATIONS

15. Collaborative negotiations are terminated when any of the following occurs:

- a. the expiration of:
 - i. 30 days; or
 - ii. in the case of collaborative negotiations in the circumstances described in subclause 7(c) of the Chapter, 120 days after the first scheduled negotiation meeting, or any longer period agreed to by the parties in writing;
- b. a party directly engaged in the disagreement withdraws from the collaborative negotiations under section 14;
- c. the parties agree in writing to terminate the collaborative negotiations; or
- d. the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

Part 2: Mediation

DEFINITIONS

In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"party" means a participating Party to a mediation under this Appendix;

"section" means a section in this Appendix.

GENERAL

1. A mediation commences on the date the Parties directly engaged in the disagreement have agreed in writing to use mediation, or are deemed to have agreed to use mediation, under clause 24 of the Chapter.

APPOINTMENT OF MEDIATOR

2. A mediation will be conducted by one mediator jointly appointed by the parties.
3. A mediator will be:
 - a. an experienced and skilled mediator, preferably with unique qualities or specialized knowledge that would be of assistance in the circumstances of the disagreement; and
 - b. independent and impartial.
4. If the parties fail to agree on a mediator within 15 days after commencement of a mediation, the appointment will be made by the neutral appointing authority on the written request of a party that is copied to the other parties.
5. Subject to any limitations agreed to by the parties, a mediator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

6. At any time a party may give the mediator and the other parties a written notice, with or without reasons, requiring the mediator to withdraw from the mediation on the grounds that the party has justifiable doubts as to the mediator's independence or impartiality.
7. On receipt of a written notice under section 6, the mediator must immediately withdraw from the mediation.
8. A person who is a Wuikinuxv Citizen, or related to a Wuikinuxv Citizen, must not be required to withdraw under section 6 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

9. A mediator's appointment terminates if:
 - a. the mediator is required to withdraw under section 7;
 - b. the mediator withdraws from office for any reason; or
 - c. the parties agree to the termination.
10. If a mediator's appointment terminates, a replacement mediator will be appointed using the procedure in sections 3 to 5 and the required time period commences from the date of termination of the appointment.

REPRESENTATION

11. A party may attend a mediation with or without legal counsel.
12. If a mediator is a lawyer, the mediator must not act as legal counsel for any party.
13. At the commencement of the first meeting of a mediation, each party will advise the mediator and the other parties of any limitations on the authority of its representatives.

CONDUCT OF MEDIATION

14. The parties will:

- a. make a serious attempt to resolve the disagreement by:
 - i. identifying underlying interests,
 - ii. isolating points of agreement and disagreement,
 - iii. exploring alternative solutions, and
 - iv. considering compromises or accommodations; and
 - b. cooperate fully with the mediator and give prompt attention to, and respond to, all communications from the mediator.
15. A mediator may conduct a mediation in any manner the mediator considers necessary and appropriate to assist the parties to resolve the disagreement in a fair, efficient, and cost-effective manner.
16. Within seven days of appointment of a mediator, each party will deliver a brief written summary to the mediator of the relevant facts, the issues in the disagreement, and its viewpoint in respect of them and the mediator will deliver copies of the summaries to each party at the end of the seven day period.
17. A mediator may conduct a mediation in joint meetings or private caucus convened at locations the mediator designates after consulting the parties.
18. Disclosures made by any party to a mediator in private caucus must not be disclosed by the mediator to any other party without the consent of the disclosing party.
19. No transcript or recording will be kept of a mediation meeting but this does not prevent a person from keeping notes of the negotiations.

CONFIDENTIALITY

20. In order to assist in the resolution of a disagreement, a mediation will not be open to the public.
21. The parties, and all persons, will keep confidential:
- a. all oral and written information disclosed in the mediation; and
 - b. the fact that this information has been disclosed.

22. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the mediation, any oral or written information disclosed in or arising from the mediation, including:
- a. any documents of other parties produced in the course of the mediation that are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions, or proposals made in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the mediation, unless otherwise stipulated by the admitting party;
 - d. any recommendations for settlement made by the mediator; and
 - e. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
23. Sections 21 and 22 do not apply:
- a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of a mediation;
 - b. if the adjudicator in any proceeding determines that the interests of public or the administration of justice outweigh the need for confidentiality; or
 - c. if the oral or written information referred to in those sections is in the public forum.
24. A mediator, or anyone retained or employed by the mediator, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the mediation, and all parties will oppose any effort to have that person or that information subpoenaed.
25. A mediator, or anyone retained or employed by the mediator, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a party to the mediation.

REFERRAL OF ISSUES TO OTHER PROCESSES

26. During a mediation the parties may agree to refer particular issues in the disagreement to independent fact-finders, expert panels or other processes for opinions or findings that may assist them in the resolution of the disagreement, and in that event, the parties must specify:

- a. the terms of reference for the process;
 - b. the time within which the process must be concluded; and
 - c. how the costs of the process are to be allocated to the parties.
27. The time specified for concluding a mediation will be extended for 15 days following receipt of the findings or opinions rendered in a process described under section 26.

RIGHT TO WITHDRAW

28. A party may withdraw from a mediation at any time by giving written notice of its intent to the mediator.
29. Before a withdrawal is effective, the withdrawing party will:
- a. speak with the mediator;
 - b. disclose its reasons for withdrawing; and
 - c. give the mediator the opportunity to discuss the consequences of withdrawal.

TERMINATION OF MEDIATION

30. A mediation is terminated when any of the following occurs:
- a. subject to section 27, the expiration of 30 days after the appointment of the mediator, or any longer period agreed by the parties in writing;
 - b. the parties have agreed in writing to terminate the mediation or not to appoint a replacement mediator under section 10;
 - c. a party directly engaged in the disagreement withdraws from the mediation under section 28; or
 - d. the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

MEDIATOR RECOMMENDATION

31. If a mediation is terminated without the parties reaching agreement, the parties may agree to request the mediator to give a written non-binding recommendation for settlement, but the mediator may decline the request without reasons.
32. Within 15 days after delivery of a mediator's recommendation under section 31, the parties will meet with the mediator to attempt to resolve the disagreement.

COSTS

33. A party withdrawing from a mediation under section 28 is not responsible for any costs of the mediation that are incurred after the date that party's withdrawal takes effect.

Part 3: Technical Advisory Panel

DEFINITIONS

In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"member" means a member of the panel;

"panel" means a technical advisory panel appointed under this Appendix;

"party" means a participating Party to a reference under this Appendix;

"reference" means a reference of a disagreement to the panel;

"section" means a section in this Appendix.

GENERAL

1. A question of law may not be referred to a panel.
2. A reference commences on the date the Parties directly engaged in the disagreement have agreed in writing to use a technical advisory panel under clause 24 of the Chapter.

APPOINTMENT OF PANEL MEMBERS

3. A panel will have three members unless the parties agree on a panel of five members.
4. A member will be skilled and knowledgeable in the technical or scientific subject matter or issues of the disagreement.
5. If there are two parties and the panel will have:
 - a. three members, each party will appoint one member and the two appointed members will jointly appoint the third member; or
 - b. five members, each party will appoint two members and the four appointed members will jointly appoint the fifth member.

6. If there are three parties and the panel will have:
 - a. three members, each party will appoint one member; or
 - b. five members, each party will appoint one member and the three appointed members will jointly appoint the fourth and fifth members.

7. In the appointment procedures under sections 5 and 6, if:
 - a. a party fails to appoint the required number of members within 30 days after commencement of the reference; or
 - b. the appointing members fail to appoint the required number of additional members within 15 days after the last appointing member was appointed,

the required appointments will be made by the neutral appointing authority on the written request of a party that is copied to the other parties.

END OF APPOINTMENT

8. The appointment of a member who is jointly appointed by the parties, by the appointing members, or by the neutral appointing authority, terminates if:
 - a. the member withdraws from office for any reason; or
 - b. the parties agree to the termination.

9. The appointment of a member appointed by one party, or by the neutral appointing authority in place of the party, terminates if:
 - a. the member withdraws from office for any reason; or
 - b. the appointing party terminates the appointment.

10. If the appointment of a member jointly appointed by the parties, by the appointing members, or by the neutral appointing authority in place of the parties or members, terminates, a replacement member will be appointed under section 5 or 6, as applicable, within the required time commencing from the termination of the former member's appointment.

11. Subject to section 10, if the appointment of a member appointed by one party or by the neutral appointing authority in place of the party terminates, a replacement member will be appointed under section 5 or 6, as applicable, within the required time commencing from the termination of the former member's appointment.

12. A party may elect not to replace a member it had appointed but the party may not withdraw from the reference except as permitted under sections 30 to 34.

TERMS OF REFERENCE

13. Not more than 15 days after the appointment of the last member of a panel, the parties must provide the panel with written terms of reference that set out at least the following:
- a. the parties to the disagreement;
 - b. the subject matter or issues of the disagreement;
 - c. the kind of assistance that the parties request from the panel, including giving advice, making determinations, finding facts, conducting, evaluating and reporting on studies and making recommendations;
 - d. the time period within which the parties request the assistance to be provided;
 - e. the time periods or stages of the reference at the conclusion of which the panel must provide the parties with written interim reports on the panel's progress on the referral and on expenditures under the budget described in section 16 as they relate to that progress;
 - f. the time within which the panel must provide the parties with the budget described in section 15; and
 - g. any limitations on the application of sections 35 to 41 to the reference.
14. The parties may discuss the proposed terms of reference with the panel before they are finally settled.
15. Within the time referred to in section 13.f, the panel will provide the parties with a budget for the costs of conducting the reference, including:
- a. fees to be paid to the members who have been jointly appointed by the parties, or by appointing members;
 - b. costs of required travel, food and accommodation of members who have been jointly appointed by the parties, or by appointing members;
 - c. costs of any required administrative assistance; and

- d. costs of any studies.
- 16. The parties will consider the budget submitted by the panel and approve that budget with any amendments agreed by the parties before the panel undertakes any activities under the reference.
- 17. The parties are not responsible for any costs incurred by the panel that are in excess of those approved under section 16, and the panel is not authorized to incur any costs beyond that amount without obtaining prior written approval from all the parties.
- 18. The parties may amend the written terms of reference or the budget from time to time as they consider necessary, or on recommendation of the panel.

CONDUCT OF REFERENCE TO PANEL

- 19. The parties will:
 - a. cooperate fully with the panel;
 - b. comply with any requests made by the panel as permitted or required under this Appendix; and
 - c. give prompt attention to and respond to all communications from the panel.
- 20. Subject to any limitations or requirements in the terms of reference given and the limits of the budget approved under sections 16 to 18, the panel may conduct its reference using any procedure it considers necessary or appropriate, including holding a hearing.
- 21. If a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the panel specifies, after consultation with the parties.
- 22. If a hearing is held, the panel must give the parties reasonable written notice of the hearing date, which notice must, in any event, be not less than seven days.
- 23. No transcript or recording will be kept of a hearing, but this does not prevent a person attending the hearing from keeping notes of the hearing.
- 24. The legal rules of evidence do not apply to a hearing before the panel.

25. The panel will give the parties the interim and final written reports specified in its terms of reference within the required times.

26. A report of the panel is not binding on the parties.

PANEL BUSINESS

27. A panel will appoint one of its members to act as chair of the panel.

28. The chair of a panel is responsible for all communications between the panel, the parties and any other person to whom the panel wishes to communicate, but this does not preclude a member from communicating informally with a party.

29. A panel will make every reasonable effort to conduct its business, and fulfill its obligations under its terms of reference, by consensus, but:

- a. if consensus is not possible, by actions approved by a majority of its members; or
- b. if a majority is not possible, by actions approved by the chair of the panel.

RIGHT TO WITHDRAW

30. If one of two parties to a reference, or two of three parties to a reference, are not satisfied with the progress of the reference:

- a. after receipt of an interim report; or
- b. as a result of the panel's failure to submit an interim report within the required time,

the dissatisfied party or parties, as the case may be, may give written notice to the panel and the other party that the party or parties are withdrawing from the reference and that the reference is terminated.

31. If one of three parties to a reference is not satisfied with the progress of the reference:

- a. after receipt of an interim report; or
- b. as a result of the panel's failure to submit an interim report within the required time

the dissatisfied party may give written notice to the panel and the other parties that it is withdrawing from the reference.

32. Two parties who receive a notice under section 31 will advise the panel in writing that they have agreed:
- a. to terminate the reference; or
 - b. to continue the reference.
33. If no party gives a notice under sections 30 or 31 within 10 days after:
- a. receipt of an interim report; or
 - b. the time required to submit an interim report,
- all parties will be deemed to be satisfied with the progress of the reference until submission of the next required interim report.
34. No party may withdraw from a reference except as permitted under sections 30 to 33.

CONFIDENTIALITY

35. The parties may, by agreement recorded in the terms of reference of the panel in section 13, limit the application of all or any part of sections 36 to 41 in a reference.
36. In order to assist in the resolution of the disagreement, a reference will not be open to the public.
37. The parties, and all persons, will keep confidential:
- a. all oral and written information disclosed in the reference; and
 - b. the fact that this information has been disclosed.
38. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the reference, any oral or written information disclosed in or arising from the reference, including:
- a. any documents of other parties produced in the course of the reference that are not otherwise produced or producible in that proceeding;

- b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the reference, unless otherwise stipulated by the admitting party;
 - d. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement; and
 - e. any reports of the panel.
39. Sections 37 and 38 do not apply:
- a. in any proceeding for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the reference;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - c. if the oral or written information referred to in those sections is in the public forum.
40. A member, or anyone retained or employed by the member, is not compellable in any proceeding to give evidence about any oral or written information acquired or opinion formed by that person as a result of the reference, and all parties will oppose any effort to have that person or that information subpoenaed.
41. A member, or anyone retained or employed by the member, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a party to the reference.

ATTEMPT TO RESOLVE AFTER REPORT

42. Within 21 days after receipt of the final written report of a panel, the parties will meet and make an effort to resolve the disagreement taking into account the report of the panel or any other considerations.
43. If the parties and the panel agree, the members of a panel may attend the meeting under section 42, and provide any necessary assistance to the parties.

TERMINATION OF REFERENCE TO PANEL

44. A reference is terminated when any of the following occurs:
- a. the reference has been terminated as permitted under section 30 or 32;
 - b. the expiration of 30 days after receipt of the final report of the panel, or any longer period agreed by the parties in writing; or
 - c. the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

COSTS

45. A party is not responsible for sharing any costs of the reference that were incurred after the date that party notified the other parties, under section 31, of its withdrawal from the reference.

Part 4: Neutral Evaluation

DEFINITION

In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"party" means a participating Party to a neutral evaluation under this Appendix; and

"section" means a section in this Appendix.

GENERAL

1. A neutral evaluation commences on the date that the Parties directly engaged in the disagreement have agreed in writing to use neutral evaluation under clause 24 of the Chapter.

APPOINTMENT OF NEUTRAL EVALUATOR

2. A neutral evaluation will be conducted by one person jointly appointed by the parties.
3. A neutral evaluator will be:
 - a. experienced or skilled in the subject matter or issues of the disagreement; and
 - b. independent and impartial.
4. If the parties fail to agree on a neutral evaluator within 21 days after commencement of a neutral evaluation, the appointment will be made by the neutral appointing authority on the written request of a party that is copied to the other parties.
5. Subject to any limitations agreed to by the parties, a neutral evaluator may employ reasonable and necessary administrative or other support services.

REQUIREMENT TO WITHDRAW

6. At any time a party may give a neutral evaluator and the other parties a written notice, with or without reasons, requiring the neutral evaluator to withdraw from the neutral evaluation on the grounds that the party has justifiable doubts as to the neutral evaluator's independence or impartiality.
7. On receipt of a written notice under section 6, the neutral evaluator must immediately withdraw from the neutral evaluation.
8. A person who is a Wuikinuxv Citizen, or related to a Wuikinuxv Citizen, must not be required to withdraw under section 6 solely on the grounds of that citizenship or relationship.

END OF APPOINTMENT

9. A neutral evaluator's appointment terminates if:
 - a. the neutral evaluator is required to withdraw under section 7;
 - b. the neutral evaluator withdraws from office for any reason; or
 - c. the parties agree to the termination.
10. Unless the parties agree otherwise, if a neutral evaluator's appointment terminates, a replacement will be appointed under section 4 within the required time commencing from the date of the termination of the appointment.

COMMUNICATIONS

11. Except with respect to administrative details or a meeting under section 31, the parties will not communicate with the neutral evaluator:
 - a. orally except in the presence of all parties; or
 - b. in writing without immediately sending a copy of that communication to all parties.
12. Section 11 also applies to any communication by a neutral evaluator to the parties.

CONDUCT OF NEUTRAL EVALUATION

13. The parties will:
 - a. cooperate fully with the neutral evaluator;
 - b. comply with any requests made by the neutral evaluator as permitted or required under this Appendix; and
 - c. give prompt attention to and respond to all communications from the neutral evaluator.
14. A neutral evaluation will be conducted only on the basis of documents submitted by the parties under section 19 unless the parties agree to, or the neutral evaluator requires, additional submissions or other forms of evidence.
15. Subject to clause 21, if a hearing is held, the hearing must be conducted as efficiently as possible and in the manner the neutral evaluator specifies, after consultation with the parties.
16. If a hearing is held, the neutral evaluator must give the parties reasonable written notice of the hearing date, which notice must, in any event, be not less than seven days.
17. No transcript or recording will be kept of a hearing, but this does not prevent a person attending the hearing from keeping notes of the hearing.
18. The legal rules of evidence do not apply to a neutral evaluation.
19. Subject to clause 21, within 15 days after the appointment of a neutral evaluator, each party must deliver to the other parties and to the neutral evaluator a written submission respecting the disagreement, including facts upon which the parties agree or disagree, and copies of any documents, affidavits and exhibits on which the party relies.
20. Subject to clause 21, within 21 days after the appointment of a neutral evaluator, a party may submit a reply to the submission of any other party and, in that event, will provide copies of the reply to the party and the neutral evaluator.
21. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an interest in Wuikinuxv Land under clause 80 of the Lands Chapter, the following [abridgement of] time limits [applies] apply to the neutral evaluation process set out in this Appendix, unless the Parties agree otherwise in writing:

- a. under clause 19, written submissions must be delivered within 28 days after the commencement of a neutral evaluation;
- b. under clause 20, replies must be delivered within 35 days after the commencement of a neutral evaluation;
- c. under clause 15, if a hearing is held it must be held within 45 days after the commencement of a neutral evaluation; and
- d. under clause 29, the neutral evaluator will deliver a written opinion within 60 days after the commencement of a neutral evaluation.

CONFIDENTIALITY

- 22. In order to assist in the resolution of the disagreement, a neutral evaluation will not be open to the public.
- 23. The parties, and all persons, will keep confidential:
 - a. all oral and written information disclosed in the neutral evaluation; and
 - b. the fact that this information has been disclosed.
- 24. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the neutral evaluation, any oral or written information disclosed in or arising from the neutral evaluation, including:
 - a. any documents of other parties produced in the course of the neutral evaluation which are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the neutral evaluation, unless otherwise stipulated by the admitting party;
 - d. the fact that any party has indicated a willingness to make or accept a proposal for settlement; and
 - e. subject to section 28, the opinion of the neutral evaluator.
- 25. Sections 23 and 24 do not apply:

- a. in any proceedings for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of a neutral evaluation;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality;
or
 - c. if the oral or written information is in the public forum.
26. A neutral evaluator, or anyone retained or employed by the neutral evaluator, is not compellable in any proceedings to give evidence about any oral and written information acquired or opinion formed by that person as a result of a neutral evaluation under this Appendix, and all parties will oppose any effort to have that person or that information subpoenaed.
27. A neutral evaluator and anyone retained or employed by the neutral evaluator is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a party to the neutral evaluation.
28. Despite sections 23 to 26, after an arbitral tribunal has delivered its final arbitral award, or a court has referred its decision, in respect of a disagreement, a party, for the purpose only of making a submission on the allocation of costs of that arbitral or judicial proceeding, may give to the arbitral tribunal or the court a copy of:
- a. the neutral evaluator's opinion respecting that agreement; or
 - b. the neutral evaluator's notice of termination under section 6.

NON-BINDING OPINION

29. Subject to clause 21, within 21 days after the later of:
- a. delivery of the last submission required or permitted in a neutral evaluation under this Appendix; or
 - b. completion of a hearing,

the neutral evaluator will deliver to the parties a written opinion with reasons in respect of the probable disposition of the disagreement should it be submitted to arbitral or judicial proceedings, as the case may be, under the Chapter.

30. An opinion under section 29 is not binding on the parties.

ATTEMPT TO RESOLVE AFTER OPINION

31. Within 21 days after delivery of an opinion under section 29, the parties will meet and make an effort to resolve the disagreement, taking into account the opinion of the neutral evaluator or any other considerations.
32. If the parties and the neutral evaluator agree, the neutral evaluator may attend a meeting under section 31, and provide any necessary assistance to the parties.

FAILURE TO COMPLY

33. If a party fails to participate in the neutral evaluation as contemplated in sections 13 to 21, the neutral evaluator may:
- a. provide an opinion based solely upon the information and submissions they have obtained; or
 - b. give a written notice of termination of the neutral evaluation
- and, in either event, the neutral evaluator must record that party's failure.

TERMINATION OF NEUTRAL EVALUATION

34. A neutral evaluation is terminated when any of the following occurs:
- a. the neutral evaluator gives a notice of termination under section 33.b;
 - b. the expiration of 30 days after receipt of an opinion under section 29 or 33, as the case may be, or any longer period agreed by the parties;
 - c. all the parties directly engaged in the disagreement agree in writing to terminate evaluation; or
 - d. all the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

COSTS

35. A party that has failed to participate in a neutral evaluation as contemplated in sections 13 to 21 is responsible for its share of the costs of the neutral evaluation, despite its failure to participate.

NEUTRAL EVALUATION – FEDERAL EXPROPRIATION

36. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an interest in Wuikinuxv Land under paragraphs 76 to 79 of Chapter 3 Lands, the following abridgement of time limits applies to the neutral evaluation process set out in this Appendix, unless the Parties otherwise agree in writing;
- a. under paragraph 4, the Parties will agree to a neutral evaluator within 7 days after the commencement of a neutral evaluation; and
 - b. under paragraph 15, if a hearing is held it will be held within 35 days after the commencement of a neutral evaluation.
37. Where the matter referred to the neutral evaluator is an objection to a proposed expropriation of an interest in Wuikinuxv Land under paragraphs 76 to 79 of Chapter 3 Lands, paragraphs 31, 32, 33b and 34a of this Appendix do not apply to a neutral evaluation.
38. For greater certainty, a neutral evaluation concerning an objection by Wuikinuxv to a proposed expropriation by a Federal Expropriating Authority of an interest in Wuikinuxv Land commences for the purposes of paragraph 1 of this Appendix on the day that notice in writing is received by the Federal Expropriating Authority.

Part 5: Community Advisory Council

DEFINITIONS

In this Appendix:

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"council" means the community advisory council appointed under this Appendix;

"community advisor" means a member of the council;

"party" means a participating Party to the reference under this Appendix;

"reference" means a reference of a disagreement to the council; and

"section" means a section in this Appendix.

GENERAL

1. A reference commences on the date the Parties directly engaged in the disagreement have agreed in writing to use a community advisory council under clause 24 of the Chapter.

APPOINTMENT OF COMMUNITY ADVISORY COUNCIL

2. Within 30 days after a reference has commenced, each party will appoint at least one, but not more than three, community advisors to the council.
3. Preferably, the community advisors will be individuals who:
 - a. are recognized in their respective communities as wise, tolerant, personable and articulate, and who:
 - i. are often sought out for counsel or advice, or
 - ii. have a record of distinguished public service; and
 - b. are available to devote the time and energy as required to provide the assistance described in this Appendix.

END OF APPOINTMENT

4. Unless an community advisor:
 - a. has requested to be relieved of their appointment due to a conflict of interest or otherwise; or
 - b. is not able to fulfill their duties, due to incapacity or otherwise

the community advisor's appointment to the council may not be terminated until termination of the reference in which the community advisor is involved.
5. If a community advisor's appointment is terminated in the circumstances described in section 4.a or 4.b and that community advisor was the only community advisor of the council appointed by a party to the reference, that party must replace the community advisor within seven days.
6. If a community advisor's appointment is terminated in the circumstances described in section 4.a or 4.b and that community advisor was not the only community advisor of the council appointed by a party to the reference, that party may replace the community advisor but the replacement must be made within seven days.

CONDUCT OF REFERENCE

7. In a reference, the parties will cooperate fully with the council, and give prompt attention to, and respond to, all communications from the council.
8. Notwithstanding section 7, a party is not required to disclose to the council or provide it with any information that the party would not be required to disclose in any arbitral or judicial proceedings in respect of the disagreement.
9. The council is expected to conduct itself informally in order that the parties may take full advantage of the council's good offices to resolve the disagreement.
10. The council may establish its own process to suit the particular circumstances of a reference including meeting with the parties together or separately, conducting informal interviews or inquiries and facilitating settlement negotiations.
11. The council will give the parties its final advice or recommendations on a disagreement referred to it within 120 days after the commencement of the reference.
12. The council may, at its option, provide its advice to the parties:

- a. orally on the same occasion; or
 - b. in writing.
13. The council may, by unanimous decision, extend the time for giving advice or recommendations under section 11, on one occasion only, to a maximum of 60 additional days.
14. The advice or recommendations of the council are not binding on the parties.
15. Subject to any limitations agreed to by the parties, the council may employ reasonable and necessary administrative or other support services.

RIGHT TO WITHDRAW

16. A party may not withdraw from a reference until its conclusion unless all the parties agree in writing.

CONFIDENTIALITY

17. In order to assist in the resolution of the disagreement, a reference will not be open to the public.
18. The parties, and all persons, will keep confidential:
- a. all oral and written information disclosed in the reference; and
 - b. the fact that this information has been disclosed.
19. The parties will not rely on or introduce as evidence in any proceeding, whether or not that proceeding relates to the subject matter of the reference, any oral or written information disclosed in or arising from the reference, including:
- a. any documents of other parties produced in the course of the reference that are not otherwise produced or producible in that proceeding;
 - b. any views expressed, or suggestions made, in respect of a possible settlement of the disagreement;
 - c. any admissions made by any party in the course of the reference, unless otherwise stipulated by the admitting party;

- d. any advice or recommendations made by a community advisor or the council; and
 - e. the fact that any party has indicated a willingness to make or accept any advice or recommendation for settlement.
20. Sections 18 and 19 do not apply:
- a. in any proceedings for the enforcement or setting aside of an agreement resolving the disagreement that was the subject of the reference;
 - b. if the adjudicator in any proceeding determines that the interests of the public or the administration of justice outweigh the need for confidentiality; or
 - c. if the oral or written information referred to in those sections is in the public forum.
21. A community advisor, or anyone retained or employed by the council, is not compellable in any proceeding to give evidence about any oral and written information acquired or opinion formed by that person as a result of the reference and all parties will oppose any effort to have that person or that information subpoenaed.
22. A community advisor, or anyone retained or employed by the council, is disqualified as a consultant or expert in any proceeding relating to the disagreement, including any proceeding that involves persons not a party to the reference.

DECISION-MAKING

23. The council must make its best efforts to reach consensus among the community advisors before taking any action or giving any advice under the reference.
24. The council may not take any action under section 11 unless at least one community advisor appointed by each party expressly agrees with the action taken.

TERMINATION OF REFERENCE

25. A reference is terminated when any of the following occurs:
- a. the council gives the parties its advice under section 11;

- b. the expiration of the applicable time period in section 11 or 13; or
- c. the parties directly engaged in the disagreement sign a written agreement resolving the disagreement.

Part 6: Arbitration

DEFINITIONS

In this Appendix:

"applicant" means:

- i. in an arbitration commenced under clause 28 of the Chapter, the party that delivered the notice of arbitration, and
- ii. in an arbitration commenced under clause 29 of the Chapter, the party that the parties have agreed will be the applicant in the agreement to arbitrate;

"arbitral award" means any decision of the arbitral tribunal on the substance of the disagreement submitted to it, and includes:

- i. an interim arbitral award, including an interim award made for the preservation of property, and
- ii. an award of interest or costs;

"arbitral tribunal" means a single arbitrator or a panel of arbitrators appointed under this Appendix;

"arbitration agreement" includes:

- i. the requirement to refer to arbitration disagreements described in clause 28 of the Chapter; and
- ii. an agreement to arbitrate a disagreement as described in clause 29 of the Chapter;

"Chapter" means the Dispute Resolution Chapter of the Final Agreement;

"party" means a participating Party to arbitration under this Appendix;

"respondent" means a party other than the applicant;

"section" means a section of this Appendix;

"Supreme Court" means the Supreme Court of British Columbia.

GENERAL

1. A reference in this Appendix, other than in section 86 or 115.a, to a claim, applies to a counterclaim, and a reference in this Appendix to a defence, applies to a defence to a counterclaim.
2. Despite clause 4 of the Chapter, the parties may not vary section 52 or 96.

COMMUNICATIONS

3. Except in respect of administrative details, the parties will not communicate with the arbitral tribunal:
 - a. orally, except in the presence of all other parties; or
 - b. in writing, without immediately sending a copy of that communication to all other parties.
4. Section 3 also applies to any communication by the arbitral tribunal to the parties.

WAIVER OF RIGHT TO OBJECT

5. A party that knows that:
 - a. any provision of this Appendix; or
 - b. any requirement under the Agreement or arbitration agreementhas not been complied with, and yet proceeds with the arbitration without stating its objection to noncompliance without undue delay or, if a time limit is provided for stating that objection, within that period of time, will be deemed to have waived its right to object.
6. In section 5.a "any provision of this Appendix" means any provision of this Appendix in respect of which the parties may otherwise agree.

EXTENT OF JUDICIAL INTERVENTION

7. In matters governed by this Appendix:

- a. no court shall intervene except as provided in this Appendix; and
- b. no arbitral proceedings of an arbitral tribunal, or an order, ruling or arbitral award made by an arbitral tribunal shall be questioned, reviewed or restrained by a proceeding under any legislation or other law that permits judicial review except to the extent provided in this Appendix.

CONSTRUCTION OF APPENDIX

- 8. In construing a provision of this Appendix, a court or arbitral tribunal may refer to the documents of the United Nations Commission on International Trade Law and its working group respecting the preparation of the UNCITRAL Model Arbitration Law and must give those documents the weight that is appropriate in the circumstances.

STAY OF LEGAL PROCEEDINGS

- 9. If a Party commences legal proceedings in a court against another Party in respect of a matter required or agreed to be submitted to arbitration, a Party to the legal proceedings may, before or after entering an appearance, and before delivery of any pleadings or taking any other step in the proceedings, apply to that court to stay the proceedings.
- 10. In an application under section 9, the court must make an order staying the legal proceedings unless it determines that:
 - a. the arbitration agreement is null and void, inoperative or incapable of being performed; or
 - b. the legal proceedings are permitted under the Chapter.
- 11. An arbitration may be commenced or continued, and an arbitral award made, even if an application has been brought under section 9, and the issue is pending before the court.

INTERIM MEASURES BY COURT

- 12. It is not incompatible with an arbitration agreement for a Party to request from a court, before or during arbitral proceedings, an interim measure of protection as provided in clause 14 of the Chapter, and for a court to grant that measure.

COMMENCEMENT OF ARBITRAL PROCEEDINGS

13. The arbitral proceedings in respect of a disagreement:
- a. required to be arbitrated as set out in clause 28 of the Chapter, commences on delivery of the notice of arbitration to the Parties; or
 - b. agreed to be arbitrated as set out in clause 29 of the Chapter, commences on the date of the arbitration agreement.

NOTICE OF ARBITRATION

14. A notice of arbitration under clause 28 of the Chapter must be in writing and contain the following information:
- a. a statement of the subject matter or issues of the disagreement;
 - b. a requirement that the disagreement be referred to arbitration;
 - c. the remedy sought;
 - d. the suggested number of arbitrators; and
 - e. any preferred qualifications of the arbitrators.
15. A notice of arbitration under section 14 may contain the names of any proposed arbitrators, including the information specified in section 16.

ARBITRATORS

16. In an arbitration:
- a. required to be arbitrated as set out in clause 28 of the Chapter, there will be three arbitrators; and
 - b. agreed to be arbitrated as set out in clause 29 of the Chapter, there will be one arbitrator.
17. A person eligible for appointment as:
- a. a single arbitrator or as chair of an arbitral tribunal will be an experienced arbitrator or arbitration counsel or have had training in arbitral procedure; and

- b. a single arbitrator or member of an arbitral panel:
 - i. will be independent and impartial, and
 - ii. preferably, will have knowledge of, or experience in, the subject matter or issues of the disagreement.

APPOINTMENT OF ARBITRATORS

- 18. A party proposing the name of an arbitrator to another party under section 19 will also submit a copy of that person's resume and the statement that person is required to make under section 25.
- 19. In an arbitration with a single arbitrator, if the parties fail to agree on the arbitrator within 30 days after the commencement of the arbitration, the appointment will be made by the neutral appointing authority, on the written request of a party that is copied to the other parties.
- 20. In an arbitration with three arbitrators and two parties:
 - a. each party will appoint one arbitrator, and the two appointed arbitrators will jointly appoint the third arbitrator; and
 - b. the three arbitrators will select a chair from among themselves.
- 21. In the appointment procedure under section 20, if:
 - a. a party fails to appoint an arbitrator within 30 days after receipt of a request to do so from the other party;
 - b. the two appointed arbitrators fail to agree on the third arbitrator within 30 days after the last of them was appointed; or
 - c. the three arbitrators fail to select a chair within 15 days after the last of them was appointed,

the applicable appointment will be made by the neutral appointing authority, on the written request of a party that is copied to the other parties.
- 22. In an arbitration with three arbitrators and three parties:
 - a. the three parties will jointly appoint the three arbitrators; and

- b. the three arbitrators will select a chair from among themselves.
23. In the appointment procedure under section 22, if:
- a. the three parties fail to agree on the three arbitrators within 60 days after [the commencement of the arbitration] receipt of a request to do so from one party to the other parties; or
 - b. the three arbitrators fail to select a chair within 15 days after the last of them was appointed,
- the applicable appointments will be made by the neutral appointing authority, on the written request of a party copied to the other parties.
24. The neutral appointing authority, in appointing an arbitrator or chair, must have due regard to:
- a. any qualifications set out in section 17 or as otherwise agreed in writing by the parties; and
 - b. other considerations as are likely to secure the appointment of an independent and impartial arbitrator or chair.

GROUNDINGS FOR CHALLENGE

25. When a person is approached in connection with possible appointment as an arbitrator, that person must provide a written statement:
- a. disclosing any circumstances likely to give rise to justifiable doubts as to their independence or impartiality; or
 - b. advising that the person is not aware of any circumstances of that nature and committing to disclose them if they arise or become known at a later date.
26. An arbitrator, from the time of appointment and throughout the arbitral proceedings, must, without delay, disclose to the parties any circumstances referred to in section 25 unless the parties have already been informed of them.
27. An arbitrator may be challenged only if:
- a. circumstances exist that give rise to justifiable doubts as to the arbitrator's independence or impartiality; or

- b. the arbitrator does not possess the qualifications set out in this Appendix or as otherwise agreed in writing by the parties.
- 28. A party may only challenge an arbitrator appointed by that party, or in whose appointment that party has participated, for reasons of which that party becomes aware after the appointment has been made.
- 29. A person who is a Wuikinuxv Citizen, or related to a Wuikinuxv Citizen, may not be challenged under section 27 solely on the grounds of that citizenship or relationship.

CHALLENGE PROCEDURE

- 30. A party who intends to challenge an arbitrator will send to the arbitral tribunal a written statement of the reasons for the challenge within 15 days after becoming aware of the constitution of the arbitral tribunal, or after becoming aware of any circumstances referred to in section 27.
- 31. Unless the arbitrator challenged under section 30 withdraws from office, or the other parties agree to the challenge, the arbitral tribunal must decide on the challenge.
- 32. If a challenge under any procedure agreed upon by the parties or under the procedure under section 30 is not successful, the challenging party, within 30 days after having received notice of the decision rejecting the challenge, may request the neutral appointing authority to decide on the challenge.
- 33. The decision of the neutral appointing authority under section 32 is final and is not subject to appeal.
- 34. While a request under section 32 is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an arbitral award unless:
 - a. the costs occasioned by proceeding before the decision of the neutral appointing authority is made would unduly prejudice the parties; or
 - b. the parties agree otherwise.

FAILURE OR IMPOSSIBILITY TO ACT

35. The mandate of an arbitrator terminates if the arbitrator becomes unable at law, or as a practical matter, to perform the arbitrator's functions, or for other reasons fails to act without undue delay.
36. If a controversy remains concerning any of the grounds referred to in section 35, a party may request the neutral appointing authority to decide on the termination of the mandate.

TERMINATION OF MANDATE AND SUBSTITUTION OF ARBITRATOR

37. In addition to the circumstances referred to under sections 30 to 32, and 35, the mandate of an arbitrator terminates:
 - a. if the arbitrator withdraws from office for any reason; or
 - b. by, or pursuant to, agreement of the parties.
38. If the mandate of an arbitrator terminates, a replacement arbitrator must be appointed under sections 18 to 24, as applicable.
39. If a single or chairing arbitrator is replaced, any hearings previously held must be repeated.
40. If an arbitrator other than a single or chairing arbitrator is replaced, any hearings previously held may be repeated at the discretion of the arbitral tribunal.
41. An order or ruling of the arbitral tribunal made before the replacement of an arbitrator under section 38 is not invalid solely because there has been a change in the composition of the tribunal.

COMPETENCE OF ARBITRAL TRIBUNAL TO RULE ON ITS JURISDICTION

42. An arbitral tribunal may rule on its own jurisdiction.
43. A plea that an arbitral tribunal does not have jurisdiction must be raised not later than the submission of the statement of defence; but a party is not precluded from raising that plea by the fact that the party has appointed, or participated in the appointment of, an arbitrator.

44. A plea that an arbitral tribunal is exceeding the scope of its authority must be made as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings.
45. An arbitral tribunal may, in either of the cases referred to in section 43 or 44, admit a later plea if it considers the delay justified.
46. An arbitral tribunal may rule on a plea referred to in section 43 or 44 either as a preliminary question or in the arbitral award.
47. If an arbitral tribunal rules as a preliminary question that it has jurisdiction, any party, within 15 days after having received notice of that ruling, may request the Supreme Court to decide the matter.
48. A decision of the Supreme Court under section 47 is final and is not subject to appeal.
49. While a request under section 47 is pending, an arbitral tribunal may continue the arbitral proceedings and make an arbitral award unless:
 - a. the costs occasioned by proceeding before the decision of the Supreme Court is made would unduly prejudice the parties; or
 - b. the parties agree otherwise.

INTERIM MEASURES ORDERED BY ARBITRAL TRIBUNAL

50. Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, order a party to take any interim measure of protection as the arbitral tribunal may consider necessary in respect of the subject matter of the disagreement.
51. The arbitral tribunal may require a party to provide appropriate security in connection with a measure ordered under section 50.

EQUAL TREATMENT OF PARTIES

52. The parties must be treated with equality and each party must be given a full opportunity to present its case.

DETERMINATION OF RULES OF PROCEDURE

- 53. Subject to this Appendix, the parties may agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings.
- 54. Failing any agreement under section 53, the arbitral tribunal, subject to this Appendix, may conduct the arbitration in the manner it considers appropriate.
- 55. The arbitral tribunal is not required to apply the legal rules of evidence, and may determine the admissibility, relevance, materiality and weight of any evidence.
- 56. The arbitral tribunal must make all reasonable efforts to conduct the arbitral proceedings in the most efficient, expeditious and cost effective manner as is appropriate in all the circumstances of the case.
- 57. The arbitral tribunal may extend or abridge a period of time:
 - a. set in this Appendix, except the period specified in section 106; or
 - b. established by the tribunal.

PRE-HEARING MEETING

- 58. Within 10 days after the chair of the arbitral tribunal is selected, the tribunal must convene a pre-hearing meeting of the parties to reach agreement and to make any necessary orders on:
 - a. any procedural issues arising under this Appendix;
 - b. the procedure to be followed in the arbitration;
 - c. the time periods for taking steps in the arbitration;
 - d. the scheduling of hearings or meetings, if any;
 - e. any preliminary applications or objections; and
 - f. any other matter which will assist the arbitration to proceed in an efficient and expeditious manner.
- 59. The arbitral tribunal must prepare and distribute promptly to the parties a written record of all the business transacted, and decisions and orders made, at the pre-hearing meeting.

60. The pre-hearing meeting may be conducted by conference call.

PLACE OF ARBITRATION

61. The arbitration will take place in the Province of British Columbia.

62. Despite section 61, an arbitral tribunal may meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other personal property, or for viewing physical locations.

LANGUAGE

63. If the arbitral tribunal determines that it was necessary or reasonable for a party to incur the costs of translation of documents and oral presentations in the circumstances of a particular disagreement, the arbitral tribunal, on application of a party, may order that any of the costs of that translation be deemed to be costs of the arbitration under clause 44 of the Chapter.

STATEMENTS OF CLAIM AND DEFENCE

64. Within 21 days after the arbitral tribunal is constituted, the applicant will deliver a written statement to all the Parties stating the facts supporting its claim or position, the points at issue and the relief or remedy sought.

65. Within 15 days after receipt of the applicant's statement, each respondent will deliver a written statement to all the Parties stating its defence or position in respect of those particulars.

66. Each party must attach to its statement a list of documents:

- a. upon which the party intends to rely; and
- b. which describes each document by kind, date, author, addressee and subject matter.

67. The parties may amend or supplement their statements, including the list of documents, and deliver counter-claims and defences to counter-claims during the course of the arbitral proceedings, unless the arbitral tribunal considers it inappropriate to allow the amendment, supplement or additional pleadings having regard to:

- a. the delay in making it; and
 - b. any prejudice suffered by the other parties.
68. The parties will deliver copies of all amended, supplemented or new documents delivered under section 67 to all the Parties.

DISCLOSURE

69. The arbitral tribunal may order a party to produce, within a specified time, any documents that:
- a. have not been listed under section 66;
 - b. the party has in its care, custody or control; and
 - c. the arbitral tribunal considers to be relevant.
70. Each party will allow the other party the necessary access at reasonable times to inspect and take copies of all documents that the former party has listed under section 66, or that the arbitral tribunal has ordered to be produced under section 69.
71. The parties will prepare and send to the arbitral tribunal an agreed statement of facts within the time specified by the arbitral tribunal.
72. Not later than 21 days before a hearing commences, each party will give the other party:
- a. the name and address of any witness and a written summary of the witness's evidence; and
 - b. in the case of an expert witness, a written statement or report prepared by the expert witness.
73. Not later than 15 days before a hearing commences, each party will give to the other party and the arbitral tribunal an assembly of all documents to be introduced at the hearing.

HEARINGS AND WRITTEN PROCEEDINGS

74. The arbitral tribunal must decide whether to hold hearings for the presentation of evidence or for oral argument, or whether the proceedings will be conducted on the basis of documents and other materials.
75. Unless the parties have agreed that no hearings will be held, the arbitral tribunal must hold hearings at an appropriate stage of the proceedings, if so requested by a party.
76. The arbitral tribunal must give the parties sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purpose of inspection of documents, goods or other property or viewing any physical location.
77. All statements, documents or other information supplied to, or applications made to, the arbitral tribunal by one party will be communicated to the other party, and any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision must be communicated to the parties.
78. Unless ordered by the arbitral tribunal, all hearings and meetings in arbitral proceedings, other than meetings of the arbitral tribunal, are open to the public.
79. The arbitral tribunal must schedule hearings to be held on consecutive days until completion.
80. All oral evidence must be taken in the presence of the arbitral tribunal and all the parties unless a party is absent by default or has waived the right to be present.
81. The arbitral tribunal may order any individual to be examined by the arbitral tribunal under oath or on affirmation in relation to the disagreement and to produce before the arbitral tribunal all relevant documents within the individual's care, custody or control.
82. The document assemblies delivered under section 73 will be deemed to have been entered into evidence at the hearing without further proof and without being read out at the hearing, but a party may challenge the admissibility of any document so introduced.
83. If the arbitral tribunal considers it just and reasonable to do so, the arbitral tribunal may permit a document that was not previously listed under section 66, or produced as required under section 69 or 73, to be introduced at the hearing, but the arbitral tribunal may take that failure into account when fixing the costs to be awarded in the arbitration.

84. If the arbitral tribunal permits the evidence of a witness to be presented as a written statement, the other party may require that witness to be made available for cross examination at the hearing.
85. The arbitral tribunal may order a witness to appear and give evidence, and, in that event, the parties may cross examine that witness and call evidence in rebuttal.

DEFAULT OF A PARTY

86. If, without showing sufficient cause, the applicant fails to communicate its statement of claim in accordance with section 64, the arbitral tribunal may terminate the proceedings.
87. If, without showing sufficient cause, a respondent fails to communicate its statement of defence in accordance with section 65, the arbitral tribunal must continue the proceedings without treating that failure in itself as an admission of the applicant's allegations.
88. If, without showing sufficient cause, a party fails to appear at the hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.
89. Before terminating the proceedings under section 86, the arbitral tribunal must give all respondents written notice providing an opportunity to file a statement of claim in respect of the disagreement within a specified period of time.

EXPERT APPOINTED BY ARBITRAL TRIBUNAL

90. After consulting the parties, the arbitral tribunal may:
 - a. appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal; and
 - b. for that purpose, require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other personal property or land for inspection or viewing.
91. The arbitral tribunal must give a copy of the expert's report to the parties who must have an opportunity to reply to it.
92. If a party so requests, or if the arbitral tribunal considers it necessary, the expert must, after delivery of a written or oral report, participate in a hearing where the

parties must have the opportunity to cross examine the expert and to call any evidence in rebuttal.

93. The expert must, on the request of a party:
- a. make available to that party for examination all documents, goods or other property in the expert's possession, and provided to the expert in order to prepare a report; and
 - b. provide that party with a list of all documents, goods or other personal property or land not in the expert's possession but which were provided to or given access to the expert, and a description of the location of those documents, goods or other personal property or lands.

LAW APPLICABLE TO SUBSTANCE OF DISPUTE

94. An arbitral tribunal must decide the disagreement in accordance with the law.
95. If the parties have expressly authorized it to do so, an arbitral tribunal may decide the disagreement based upon equitable considerations.
96. In all cases, an arbitral tribunal must make its decisions in accordance with the spirit and intent of the Agreement.
97. Before a final arbitral award is made, an arbitral tribunal or a party, with the agreement of the other parties, may refer a question of law to the Supreme Court for a ruling.
98. A party may appeal a decision in the Supreme Court under section 97 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal. If the British Columbia Court of Appeal:
- a. refuses to grant leave to a party to appeal a ruling of the Supreme Court under section 97; or
 - b. hears an appeal from a ruling of the Supreme Court under section 97,
- the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.
99. While a request under section 97 is pending, the arbitral tribunal may continue the arbitral proceedings and make an arbitral award unless:

- a. the costs occasioned by proceeding before the ruling of the Supreme Court is made would unduly prejudice the parties; or
- b. the parties agree otherwise.

DECISION MAKING BY PANEL OF ARBITRATORS

- 100. In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal must be made by a majority of all its members.
- 101. If there is no majority decision on a matter to be decided, the decision of the chair of the tribunal is the decision of the tribunal.
- 102. Notwithstanding section 100, if authorized by the parties or all the members of the arbitral tribunal, questions of procedure may be decided by the chair of the tribunal.

SETTLEMENT

- 103. If, during arbitral proceedings, the parties settle the disagreement, the arbitral tribunal must terminate the proceedings and, if requested by the parties, must record the settlement in the form of an arbitral award on agreed terms.
- 104. An arbitral award on agreed terms:
 - a. must be made in accordance with sections 106 to 108;
 - b. must state that it is an arbitral award; and
 - c. has the same status and effect as any other arbitral award on the substance of the disagreement.

FORM AND CONTENT OF ARBITRAL AWARD

- 105. An arbitral tribunal must make its final award as soon as possible and, in any event, not later than 60 days after:
 - a. the hearings have been closed; or
 - b. the final submission has been made,whichever is the later date.

106. An arbitral award must be made in writing, and be signed by the members of the arbitral tribunal.
107. An arbitral award must state the reasons upon which it is based, unless:
 - a. the parties have agreed that no reasons are to be given; or
 - b. the award is an arbitral award on agreed terms under section 103 and 104.
108. A signed copy of an arbitral award must be delivered to all the Parties by the arbitral tribunal.
109. At any time during the arbitral proceedings, an arbitral tribunal may make an interim arbitral award on any matter with respect to which it may make a final arbitral award.
110. An arbitral tribunal may award interest.
111. The costs of an arbitration are in the discretion of the arbitral tribunal which, in making an order for costs, may:
 - a. include as costs:
 - i. the fees and expenses of the arbitrators and expert witnesses,
 - ii. legal fees and expenses of the parties,
 - iii. any administration fees of a neutral appointing authority, or
 - iv. any other expenses incurred in connection with the arbitral proceedings; and
 - b. specify:
 - i. the party entitled to costs,
 - ii. the party who will pay the costs,
 - iii. subject to section 112, the amount of costs or method of determining that amount, and
 - iv. the manner in which the costs will be paid.

112. For purposes of section 111, an arbitral tribunal may award up to 50% of the reasonable and necessary legal fees and expenses that were actually incurred by a party, and if the legal services were provided by an employee or employees of that party, the arbitral tribunal may fix an amount or determine an hourly rate to be used in the calculation of the cost of those employee legal fees.

TERMINATION OF PROCEEDINGS

113. An arbitral tribunal must close any hearings if:
- a. the parties advise they have no further evidence to give or submissions to make; or
 - b. the tribunal considers further hearings to be unnecessary or inappropriate.
114. A final arbitral award, or an order of the arbitral tribunal under section 113, terminates arbitral proceedings.
115. An arbitral tribunal must issue an order for the termination of the arbitral proceedings if:
- a. the applicant withdraws its claim, unless the respondent objects to the order and the arbitral tribunal recognizes a legitimate interest in obtaining a final settlement of the disagreement;
 - b. the parties agree on the termination of the proceedings; or
 - c. the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
116. Subject to sections 117 to 122 and section 126, the mandate of an arbitral tribunal terminates with the termination of the arbitral proceedings.

CORRECTION AND INTERPRETATION OF AWARD; ADDITIONAL AWARD

117. Within 30 days after receipt of an arbitral award:
- a. a party may request the arbitral tribunal to correct in the tribunal award any computation errors, any clerical or typographical errors or any other errors of a similar nature; and
 - b. a party may, if agreed by all the parties, request the arbitral tribunal to give an interpretation of a specific point or part of the arbitral award.

118. If an arbitral tribunal considers a request made under section 117 to be justified, it must make the correction or give the interpretation within 30 days after receipt of the request and the interpretation will form part of the arbitral award.
119. An arbitral tribunal, on its own initiative, may correct any error of the type referred to in subsection 117.a within 30 days after the date of the arbitral award.
120. A party may request, within 30 days after receipt of an arbitral award, the arbitral tribunal to make an additional arbitral award respecting claims presented in the arbitral proceedings but omitted from the arbitral award.
121. If the arbitral tribunal considers a request made under section 120 to be justified, it must make an additional arbitral award within 60 days.
122. Sections 106 to 108, and sections 110 to 112 apply to a correction or interpretation of an arbitral award made under section 118 or 119, or to an additional arbitral award made under section 121.

APPLICATION FOR SETTING ASIDE ARBITRAL AWARD

123. Subject to sections 128 and 130, an arbitral award may be set aside by the Supreme Court, and no other court, only if a party making the application establishes that:
 - a. the party making the application:
 - i. was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or
 - ii. was otherwise unable to present its case or respond to the other party's case;
 - b. the arbitral award:
 - i. deals with a disagreement not contemplated by or not falling within the terms of the submission to arbitration, or
 - ii. contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award that contains decisions on matters not submitted to arbitration may be set aside;

- c. the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless that agreement was in conflict with a provision of this Appendix from which the parties cannot derogate, or, failing any agreement, was not in accordance with this Appendix;
 - d. the arbitral tribunal or a member of it has committed a corrupt or fraudulent act; or
 - e. the award was obtained by fraud.
124. An application for setting aside may not be made more than three months:
- a. after the date on which the party making that application received the arbitral award; or
 - b. if a request had been made under section 117 or 120, after the date on which that request was disposed of by the arbitral tribunal.
125. An application to set aside an award on the ground that the arbitral tribunal or a member of it has committed a corrupt or fraudulent act or that the award was obtained by fraud must be commenced:
- a. within the period referred to in section 124; or
 - b. within 30 days after the applicant discovers or ought to have discovered the fraud or corrupt or fraudulent act,
- whichever is the longer period.
126. When asked to set aside an arbitral award, the Supreme Court may, where it is appropriate and it is requested by a party, adjourn the proceedings to set aside the arbitral award for a period of time determined by it in order to give the arbitral tribunal an opportunity:
- a. to resume the arbitral proceedings; or
 - b. to take any other action that, in the arbitral tribunal's opinion, will eliminate the grounds for setting aside the arbitral award.
127. A Party that was not a participating Party in an arbitration must be given notice of an application under section 123, and is entitled to be a party to, and make representation on, the application.

APPEAL ON QUESTION OF LAW

128. A party may appeal an arbitral award to the Supreme Court, with leave, on a question of law, which the Supreme Court must grant only if it is satisfied that:
- a. the importance of the result of the arbitration to the parties justifies the intervention of the court, and the determination of the point of law may prevent a miscarriage of justice; or
 - b. the point of law is of general or public importance.
129. An application for leave may not be made more than three months:
- a. after the date on which the party making the application received the arbitral award; or
 - b. if a request had been made under section 117 or 120, after the date on which that request was disposed of by the arbitral tribunal.
130. The Supreme Court may confirm, vary or set aside the arbitral award or may remit the award to the arbitral tribunal with directions, including the court's opinion on the question of law.
131. When asked to set aside an arbitral award the Supreme Court may, where it is appropriate and it is requested by a party, adjourn the proceedings to set aside the arbitral award for a period of time determined by it in order to give the arbitral tribunal an opportunity:
- a. to resume the arbitral proceedings; or
 - b. to take any other action that, in the arbitral tribunal's opinion, will eliminate the grounds for setting aside the arbitral award.
132. A Party that was not a participating Party in an arbitration must be given notice of an application under section 128 and is entitled to be a party to, and make representation on the application.
133. A party may appeal a decision of the Supreme Court under section 130 to the British Columbia Court of Appeal with leave of the British Columbia Court of Appeal.
134. If the British Columbia Court of Appeal:
- a. refuses to grant leave to a party to appeal a ruling of the Supreme Court under section 130; or

- b. hears an appeal from a ruling of the Supreme Court under section 130, the decision of the British Columbia Court of Appeal may not be appealed to the Supreme Court of Canada.
135. No application may be made under section 128 in respect of:
- a. an arbitral award based upon equitable considerations as permitted in section 96; or
 - b. an arbitral award made in an arbitration commenced under clause 28 of the Chapter.
136. No application for leave may be brought under section 128 in respect of a ruling made by the Supreme Court under section 97 if the time for appealing that ruling has already expired.

RECOGNITION AND ENFORCEMENT

137. An arbitral award must be recognized as binding and, upon application to the Supreme Court, must be enforced subject to clauses 54 and 55 of the Wuikinuxv Governance Chapter.
138. Unless the Supreme Court orders otherwise, the party relying on an arbitral award or applying for its enforcement must supply the duly authenticated original arbitral award or a duly certified copy of it.

GROUND FOR REFUSING ENFORCEMENT

139. Subject to sections 127 and 132, a Party that was not a participating Party in an arbitration must not bring an application under section 123 or 128 to set the award aside but may resist enforcement of the award against it by bringing an application under section 140.
140. On the application of a Party that was not a participating Party in an arbitration, the Supreme Court may make an order refusing to enforce against that Party an arbitral award made under this Appendix if that Party establishes that:
- a. it was not given copies of:
 - i. the notice of arbitration or agreement to arbitrate, or

- ii. the pleadings or all amendments and supplements to the pleadings;
- b. the arbitral tribunal refused to add the Party as a participating Party to the arbitration under clause 32 of the Chapter;
- c. the arbitral award
 - i. deals with a disagreement not contemplated by or not falling within the terms of the submission to arbitration; or
 - ii. contains decisions on matters beyond the scope of the submission to arbitration,

provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the arbitral award which contains decisions on matters submitted to arbitration may be recognized and enforced;

- ii. contains decisions on matters beyond the scope of the submission to arbitration,
- d. the arbitral award has not yet become binding on the parties or has been set aside or suspended by a court;
- e. the arbitral tribunal or a member of it has committed a corrupt or fraudulent act; or
- f. the award was obtained by fraud.