

**Amending Agreement of the
Reconciliation Protocol
Spring 2016**

Dated for Reference: _____, 2016

BETWEEN

WUIGINUXV NATION ✓
METLAKATLA FIRST NATION
KITASOO INDIAN BAND ✓
HEILTSUK NATION ✓
GITGA'AT FIRST NATION
NUXALK NATION

(Each a "Nation" or "First Nation" and collectively, the "Coastal First Nations")

AND

THE HAISLA NATION

an Aboriginal Nation and a Band of Indian persons pursuant to the Indian Act (Canada) as represented by the Haisla Nation Council, being a duly elected Band Council pursuant to the Indian Act, with an office at Kitamaat Village in the Province of British Columbia

AND

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

as represented by the Minister of Aboriginal Relations and Reconciliation

(the "Province")

Collectively referred to as the "Parties"

WHEREAS:

- A. The Parties entered into the Reconciliation Protocol (the “Protocol”) dated December 10, 2009, amended by the Amending Agreement, 2010, the Amending Agreement, 2011, the Amending Agreement, 2013, and the Amending Agreement Spring 2015, all of which are attached to this Amending Agreement (“Spring 2016 Amending Agreement”) as Appendix 1.
- B. The Province and the Coastal First Nations wish to enter into an updated framework for engagement.
- C. The Province and the Haisla Nation wish to enter into an updated framework for engagement.
- D. The Parties wish to amend the List of Provincial Legislation Associated with Provincial Land and Resource Decisions to which their engagement frameworks apply.
- E. The Province and the Coastal First Nations wish to formalize governance arrangements for ongoing implementation of the SLUPAs, the LRPA and the commitments in “Term Sheet for Continued Full Implementation of Ecosystem Based Management in the Central and North Coast”, dated January 29, 2016.


THEREFORE, the Parties agree as follows:

- 1.0 This Spring 2016 Amending Agreement may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one Spring 2016 Amending Agreement.
- 2.0 This Spring 2016 Amending Agreement will take effect 45 calendar days after the date that it is signed by all the Parties.
- 3.0 Except as expressly amended by this Spring 2016 Amending Agreement, the Parties confirm that the Protocol shall be read and construed as one document.
- 4.0 The Protocol is amended by replacing Schedule A (Provincial Legislation Associated with Provincial Land and Resource Decisions) with the Schedule A (Provincial Legislation Associated with Provincial Land and Resource Decisions), attached to this Spring 2016 Amending Agreement.
- 5.0 The Protocol is amended by replacing Schedule B (Engagement Framework) with the Schedule B (Engagement Framework) attached to this Spring 2016 Amending Agreement.
- 6.0 The Protocol is amended by replacing Appendix D (Haisla Nation – Province Engagement Process) to the Amending Agreement, 2011 with Appendix D (Haisla

7.0 The Protocol is amended by adding Schedule F - Ecosystem Based Management Governance, attached to this Spring 2016 Amending Agreement.

8.0 Overall responsibility for implementation of the commitments in Schedule F - Ecosystem Based Management Governance will, on the part of the Province, be undertaken by the Ministry of Forests, Lands and Natural Resource Operations.

Rose Hackett
 Wuikinuxv Nation Date
 Rose Hackett, Chief Councillor


 March 16, 2017

Minister of Aboriginal Relations and Reconciliation, John Rustad Date


Gitga'at First Nation _____ Date _____
Bruce Reece, Councillor

Crystal Smith
Haisla Nation
Date
Ellis Ross, Chief Councillor
Crystal Smith, Acting

Metlakatla First Nation Date
Harold Leighton, Chief Councillor


Kilsoo Indian Band
Doug Neasloss, Chief Councillor

Date _____

Wally Webber
Nuxalk Nation Date
Wally Webber, Chief Councillor

Doug Nealsloss, Chief Councillor

 Hentsuk Nation
 Marilyn Stett, Chief Councillor

 Date

Nation – Province Engagement Process), attached to this Spring 2016 Amending Agreement.

- 7.0 The Protocol is amended by adding Schedule F - Ecosystem Based Management Governance, attached to this Spring 2016 Amending Agreement.
- 8.0 Overall responsibility for implementation of the commitments in Schedule F - Ecosystem Based Management Governance will, on the part of the Province, be undertaken by the Ministry of Forests, Lands and Natural Resource Operations.

Signed on behalf of the Parties, as follows:

Wuikinuxv Nation Date
Rose Hackett, Chief Councillor

Minister of Aboriginal Relations and Date
Reconciliation, John Rustad

Gitga'at First Nation Date
Bruce Reece, Councillor

Haisla Nation Date
Ellis Ross, Chief Councillor



Metlakatla First Nation Date
Harold Leighton, Chief Councillor

Kitasoo Indian Band Date
Doug Neasloss, Chief Councillor

Nuxalk Nation Date
Wally Webber, Chief Councillor

Heiltsuk Nation Date
Marilyn Slett, Chief Councillor

Schedule A: Provincial Legislation Associated with Provincial Land and Resource Decisions

Schedule B: Engagement Framework

Appendix D: Haisla Nation – Province Engagement Process (Haisla Process)

Schedule F: Ecosystem Based Management Governance

Appendix 1

Reconciliation Protocol dated December 10, 2009, amended by the Amending Agreements in 2010, 2011, 2013, and Spring 2015.

Schedule A

Provincial Legislation Associated with Provincial Land and Resource Decisions¹:

Forest Act
Forest and Range Practices Act
Land Act
Lands Parks and Housing Act
Integrated Pest Management Act
Environmental Management Act
Park Act
Protected Areas of BC Act
Wildlife Act
Heritage Conservation Act, Archaeology permits
Mines Act
Coal Act
Mineral Tenure Act
Fisheries Act
Water Sustainability Act

¹ This Schedule applies to permits issued pursuant to the Heritage Conservation Act that are in relation to archaeological sites only.

Schedule B – “Engagement Framework”

1. Definitions

- 1.1. **Definitions.** For the purpose of this Schedule, the following definitions apply. For definitions that are listed here and are already in the main body of the agreement, the definition here applies:

“Aboriginal Interests” means the asserted Aboriginal rights and Aboriginal titles of each of the First Nations;

“Applicable First Nation” means a First Nation that may be affected by a Land and Resource Decision;

“Applicant” means a person, corporation, or entity, or their agent that intends to submit or has submitted an Application requiring a Land and Resource Decision;

“Application” means a request, proposal or plan that will be submitted by an Applicant to a Provincial Agency for a Land and Resource Decision or a proposed authorization by a Provincial Agency;

“Confidential Information” means any information provided by a Provincial Agency or Applicable First Nation under this Agreement which is identified in writing as “Confidential”;

“Decision Maker” means an official or designate of a Provincial Agency that has authority to make a Land and Resource Decision in accordance with its legislated mandate; or an official or designate of a First Nation that has authority, in accordance with the First Nations’ laws and customs, to make a decision within their respective authorities on the same matters;

“Engagement” has the same meaning as given in the Reconciliation Protocol Agreement, 2009;

“Engagement Information Package” or “EIP” means the information package described in section 4.2 of this Schedule;

“Governance Forum Working Group” or “Working Group” means the working group established under section 5.2 (b) of the Reconciliation Protocol;

“Governance Forum Technical Team” or “Technical Team” means the technical team established under section 5.2 (c) of the Reconciliation Protocol;

“Government to Government Mines Working Group” or “G2G Mines Working Group” means formal bilateral discussions between the Parties or their designated Representatives for the purposes identified in section 8.3;

“Information Sharing” means Applicant or tenure holder engagement with Applicable First Nations that includes efforts to reasonably: communicate, share information and

engage in dialogue; identify and resolve issues; provide and consider information about potential impacts on Aboriginal Interests; and develop working relationships;

“Land and Resource Decision” or “Decision” means an authorization, administrative decision, operational decision, approval or renewal of a permit, tenure made by a Decision Maker that pertains to land and marine use and/or natural resources;

“Provincial Agency” means a Provincial ministry, organization or agency that has authority to make Land and Resource Decisions in respect of the Provincial legislation identified in Schedule A, but does not include the Oil and Gas Commission;

“Representative” means a representative appointed by a Provincial Agency or a First Nation for the purposes of an Engagement; and,

“Senior Representative” means a representative of the Provincial Agency or First Nation that is identified by each Provincial Agency and First Nation; is more senior than the Representative; and may or may not be the Statutory Decision Maker, as appropriate. The Provincial Agency Senior Representative would not normally be higher than the regional director or executive director level.

2. Purpose

- 2.1. **Purpose of Agreement.** This Engagement Framework establishes a defined process through which Provincial Agency and First Nation Representatives are to share information, communicate and have discussions with the goal of developing consensus recommendations in relation to Applications for Land and Resource Decisions. It is recognized as a step toward shared decision making that is intended to:
- a) Establish a more collaborative, coordinated and efficient approach to First Nation and Provincial Agency consideration and administration of Applications for Land and Resource Decisions;
 - b) Enable Provincial Agencies and First Nations, through improved communications, to avoid or reduce the number of land and resource disputes and minimize the need for litigation or other formal dispute resolution procedures;
 - c) Clarify the role of Applicants and proponents in the Engagement process, recognizing that Applicants and project proponents are often well positioned to provide information and avoid or mitigate impacts or otherwise address and resolve issues; and,
 - d) As per the definition of “Engagement” in section 1 of the Coastal First Nations / British Columbia Reconciliation Protocol Agreement, provide a process through which Provincial Agencies and First Nations can meet their legal consultation obligations as described by the Supreme Court of Canada in *Haida Nation v. British Columbia* (Ministry of Forests) and as discussed in subsequent court decisions including *Tsilhqot’in Nation v. British Columbia*.

3. **Engagement Process**

- 3.1. **Engagement Processes.** This Engagement Framework includes four Engagement Processes (each an “Engagement Process”) that the Parties will follow to conduct Engagement: Category 1, Category 2, Category 3, and Special Engagement.
- 3.2. **Engagement Steps.** For Applications requiring Category 1, Category 2 and Category 3 Engagement, Provincial Agencies and First Nations will follow the steps set out in Table 1.
- 3.3. **Engagement Timelines.** The number of working days allotted for each Engagement process is as follows:
 - a) For Category 1 Engagement, a total of 20 working days, as set out in Table 1;
 - b) For Category 2 Engagement, a total of 40 working days (or 50 working days if the Engagement Dispute Process (section 7.4) is used), as set out in Table 1;
 - c) For Category 3 Engagement, a total of 65 working days (or 75 working days if the Engagement Dispute Process (section 7.4) is used) as set out in Table 1; and,
 - d) For Special Engagement (“Special Engagement”) up to 45 working days is available to develop a terms or reference for the Engagement as may be agreed to by the Provincial Agency and the Applicable First Nation in accordance with section 8.4.
- 3.4. **Selection of Engagement Process.** A guide for selecting the appropriate Engagement Process is provided in the following sections of this Engagement Framework:
 - a) Category 1, Category 2 and Category 3 as set out in Table 2; and,
 - b) Special Engagement as set out in section 8.1 and in Table 2.
- 3.5. **Multiple Interrelated Authorizations.** Provincial Agency Representatives or Applicable First Nation Representatives may request that a single, coordinated Engagement Process be followed for Applications that require multiple interrelated Decisions. In such circumstances, the Provincial Agency Representative or Applicable First Nation Representative should propose an appropriate timeframe for the coordinated Engagement Process based on the guidance in Table 2.
- 3.6. **Shared Engagement Record.** Provincial Agencies and First Nations will document their information exchanges and communications via a jointly developed Shared Engagement Record (“Shared Engagement Record” or “SER”), the purpose of which is to document and summarize the process and outcomes of an Engagement, including descriptions of:
 - a) Information related to the proposed Decision;
 - b) Potential impacts on Aboriginal Interests;

- c) Engagement Process selection;
 - d) First Nation issues and concerns; and,
 - e) Consensus or non-consensus recommendations, as appropriate.
- 3.7. **Importance of Timelines.** The Parties recognize that respect for the timelines outlined in Table 1 demonstrates their commitment to implement the agreement in good faith, and that timeliness contributes to the goal of effective collaboration and decision making.
- 3.8. **Timeline Extensions.** Engagement timelines may be extended by mutual agreement at any time if required due to unexpected circumstances or where additional time is needed for effective review of the Application or to resolve outstanding issues. An extension request must be submitted in writing to the other Party with a rationale, and the Party receiving the request will not unreasonably refuse to consent to the extension request.
- 3.9. **Disagreement on Engagement Process.** If a First Nation Representative disagrees with the Engagement Process proposed by the Provincial Agency pursuant to section 4.2 (b) (v) of this Engagement Framework, the First Nation Representative may propose in writing a different Engagement Process with supporting rationale for the proposed change. The Representatives will discuss the supporting rationale and attempt to reach agreement on an Engagement Process within the Step 1 Initiation step, as set out in Table 1. Provincial Agency representatives will not unreasonably refuse to consent to proposed changes.
- 3.10. **No Confirmation of Receipt.** In cases where the First Nation does not confirm receipt of the EIP in accordance with section 5.1, the Provincial Agency will reasonably attempt to contact the First Nation Representative for confirmation.
- 3.11. **No Response to Engagement Process Proposal.** If a First Nation Representative does not respond to an Engagement Process proposal within 10 working days of electronic transmission by the Provincial Agency, the Engagement Process proposed by the Provincial Agency will apply, and ‘Application Review and Recommendations’ period (Step 2) will commence.
- 3.12. **No Response to Engagement Request.** If a First Nation Representative does not provide input to an Engagement Process within specified timelines, the Provincial Agency may proceed to finalize a SER and make a Land and Resource Decision without further Engagement and upon doing so will provide in writing to the First Nation notification of the decision taken and an explanation of how the known interests of the First Nation were taken into account.
- 3.13. **Engagement not Required.** A First Nation Representative or First Nation Decision Maker may at any time in Engagement process provide to the Provincial Agency written notification that no further Engagement is required. However, where a First Nation provides such notification subject to certain conditions being met by the Province or the Applicant, further Engagement pursuant to this Engagement Framework is required unless the First Nation’s conditions are adopted into the final authorizations.

4. **Provincial Agency Responsibilities**

- 4.1. **Proponent Engagement.** At the earliest opportunity, the Provincial Agency Representative will inform Applicants of this Engagement Framework and as appropriate, direct or strongly encourage them to undertake Information Sharing prior to submitting an Application.
- 4.2. **Engagement Information Package.** The Provincial Agency Representative will ensure Application information is provided to Applicable First Nation(s) in a timely manner as an Engagement Information Package (EIP) that includes:
 - a) A cover letter or cover email;
 - b) A first draft of a Shared Engagement Record (SER) that contains:
 - i. A description of the type and characteristics of the potential Land and Resource Decision, including a brief history, if applicable, and context;
 - ii. The identity and contact information of the Applicant;
 - iii. A description of the location or geographic area that will potentially be affected by the Application if approved;
 - iv. A preliminary scoping of any potential impacts that may stem from the Application;
 - v. The proposed Engagement Process and a supporting rationale for that proposal in accordance with section 3.4; and,
 - vi. A package of relevant supporting information and material required by the Provincial Agency to be submitted by the Applicant.
- 4.3. **Confirmation of Receipt.** In cases where the First Nation does not confirm receipt of the EIP or pre-engagement notification package, the Provincial Agency Representative will reasonably attempt to contact the First Nation Representative for confirmation.
- 4.4. **Joint Engagement Responsibilities.** The Provincial Agency Representative will communicate and work with First Nation Representatives to jointly:
 - a) Describe and assess potential impacts associated with the Application, including potential impacts of the proposed activity on Aboriginal Interests;
 - b) Document in the SER First Nations concerns and issues related to the proposed activity; and,
 - c) In consideration of sections (a) and (b), attempt to develop consensus recommendations for consideration by Decision Makers.
- 4.5. **Interagency Coordination.** For coordinated Engagements referenced in section 3.5, a designated Provincial Agency Representative will coordinate communications and act

as lead Representative when the Engagement Process involves more than one Provincial Agency.

- 4.6. **Sharing of Application Information.** On request, the Provincial Agency Representative will reasonably ensure that all relevant information that is necessary for the applicable First Nation to review potential impacts on the Nation's Aboriginal Interests is provided to the First Nation by the Applicant or the Provincial Agency;
- 4.7. **SER Documentation.** Following each Engagement discussion or meeting, the Provincial Agency Representative will develop a draft update or proposed final draft of the SER and circulate the draft to the First Nation Representative for review and input;
- 4.8. **SER to Decision Maker.** The Provincial Agency Representative will present to the appropriate Provincial Agency Decision Maker the final SER including the joint recommendations and, if applicable, any non-consensus recommendations.
- 4.9. **Decision Notification.** Should an Application be approved by the Province, the Provincial Agency Representative will provide a notice of decision and a digital copy of the authorization to the Applicable First Nation, including reasons for decision in circumstances where the Decision varies from consensus recommendations or the non-consensus recommendations provided by the First Nation.

5. **First Nation Responsibilities**

- 5.1. **Confirmation of Receipt.** The Applicable First Nation Representative will confirm receipt of the EIP or the pre-engagement notification package in a timely manner, ideally within 2 working days following electronic transmission of the EIP.
- 5.2. **Provide Information.** As early as reasonably possible in the Engagement Process, the Applicable First Nation Representative will identify to the Provincial Agency:
 - a) Any concerns or issues associated with the Application taking into account the considerations in section 6.1;
 - b) A preliminary summary of any potential impacts upon Aboriginal Interests that may stem from the proposed Decision; and,
 - c) Any additional information that is necessary for review of potential impacts on the First Nation's Aboriginal Interests.
- 5.3. **Joint Engagement Responsibilities.** Communicate and work with Provincial Agency Representatives to jointly:
 - a) Describe and assess issues with the Application including the potential impact of the proposed Decision on Aboriginal Interests; and,
 - b) Document in the SER First Nations concerns and issues related to the proposed activity; and,

- c) In consideration of the sections (a) and (b), attempt to resolve issues and develop consensus recommendations for consideration by Decision Makers.
- 5.4. **SER Documentation.** The Applicable First Nation Representative will review and contribute to the SER to ensure information, key discussion points and any recommended actions are accurately recorded in working and final drafts of the SER.
- 5.5. **SER to Decision Maker.** The Applicable First Nation Representative will present the final SER including the joint recommendations and, if applicable, any non-consensus recommendations, to their Decision Maker.

6. **Engagement Recommendations**

- 6.1. **Recommendation Considerations.** When reviewing an Application and making recommendations, Provincial Agency and First Nation Representatives will consider the following, as required:
 - a) Any applicable respective laws, policies or customs of the Province and the First Nation;
 - b) Consistency, as appropriate, with any enabled land use plan, marine use plan, forest stewardship plan or protected area management plan;
 - c) Compatibility with any economic development strategy or plan that has been agreed to by the Parties;
 - d) The potential positive and negative environmental, cultural, social and economic effects of the proposed Decision;
 - e) Any potential adverse effects and impacts on Aboriginal Interests stemming from the proposed activity and any measures that may be developed to avoid, mitigate or otherwise address those effects and impacts; and,
 - f) The acceptability of such accommodation measures to the First Nation.
- 6.2. **Content of Recommendations.** The recommendations developed by Provincial Agency and First Nation Representatives may include some or all of the following:
 - a) Whether the Application should be approved or rejected;
 - b) Any recommended conditions or measures that would avoid, mitigate or otherwise address adverse environmental or economic effects; and,
 - c) Any recommended conditions or measures that would avoid, mitigate or otherwise address potential impacts upon Aboriginal Interests.
- 6.3. **Consensus.** First Nation and Provincial Agency Representatives, or the Forum Working Group when required, will work to achieve consensus in their recommendations, and will respect principles of natural justice and procedural fairness. Where consensus

recommendations cannot be achieved within the time frame the Parties may either agree to extend the timeline, initiate the Engagement dispute resolution process or conclude engagement with non-consensus recommendations.

7. Dispute Resolution

- 7.1. Interpretation Dispute Process.** In the event that a dispute between Engagement Representatives is due to a difference of interpretation of this Engagement Framework (“Interpretation Dispute”), the Representatives will at the earliest opportunity forward a description of the issue and a request for guidance to the Technical Team. The Technical Team will make all reasonable efforts to review and provide direction in respect of interpretation disputes in a timely and effective manner.
- 7.2. Policy Dispute Process.** Issues arising from review of an Application may relate to policy or administrative issues that extend beyond the scope of the particular Application (“Policy Dispute”). A Policy Dispute will be fully described in the SER, and, upon request of either Representative, will be forwarded to the Governance Forum Working Group for discussion with applicable Provincial Agency Representatives. The Engagement timelines for the Application will not be extended solely for resolution of the Policy Dispute.
- 7.3. Interim Solutions.** The Governance Forum Working Group will make all reasonable efforts to coordinate resolution of Policy Disputes, including the development of any interim solutions in a timely and effective manner.
- 7.4. Engagement Dispute Process.** If the Representatives are unable to reach agreement on a particular Engagement issue or recommendation (“Engagement Dispute”), the Representatives will as early as possible during Step 2 of the Engagement Process:
 - a) Exchange in writing a full description of the Engagement Dispute, together with any respective concerns and interests and the proposed specific actions that could be taken to address the issues; and,
 - b) Discuss the written descriptions via meetings or conference calls and attempt to reach agreement on proposed specific actions.
- 7.5. No Consensus in Engagement Disputes.** If after following the steps set out in 7.4, the Representatives are unable to reach consensus on an Engagement Dispute, they will forward the written descriptions of the issue to Senior Representatives of the applicable Provincial Agency and the Applicable First Nation for direction and assistance. Senior Representatives will discuss and make all reasonable efforts to attempt to resolve the issue(s) and produce a written summary in the SER within 10 working days for Category 2 and Category 3 Engagement.
- 7.6. Unresolved Disputes.** If a dispute remains unresolved after completing steps 7.4 and 7.5, the remaining points of dispute must be documented in the SER and the Provincial or First Nation Decision Makers may proceed to make a decision and upon doing so will provide in writing to the other Party notification of the decision taken and how the views of the other Party were addressed.

8. Major Projects and Special Engagement

8.1. **Applicability.** Development of a Special Engagement process is required when:

- a) The Application is associated with a major project that requires multiple interrelated Decisions;
- b) Review of the Application is associated with a higher level Land and Resource Decision that will require collaborative planning and consideration and development of extensive existing and new information; or,
- c) Engagement requires a customized process that, as appropriate, is either more streamlined or more comprehensive than is provided for under standard types of Engagement.

8.2. **Use of Table 2.** A list of Decisions typically requiring a Special Engagement process are listed in Table 2.

8.3. **Mines Process.** Where a major project is associated with a large mining and mineral project, the following will apply:

- a) Applicable First Nations will reasonably participate in any Mine Development Review Committees (MDRC) and any associated subcommittees, and any Mine-specific Review Committees (MRC). Should there be any issues to discuss beyond the scope of the MDRC or MRC, these will be discussed at the appropriate project-specific G2G Mines Working Group as described in 8.3 (b) (ii).
- b) The scope of work for a MDRC will be guided by the following principles:
 - i. All permits and authorizations under consideration by Provincial Agencies required to support the proposed activity will be addressed through one overarching Engagement process;
 - ii. When issues arise that are beyond the scope of the MDRC or MRC technical review, such issues will be considered by a project-specific G2G Mines Working Group. Such issues may include:
 - Cumulative effects;
 - Revenue sharing;
 - Impacts to Aboriginal Interests that may require accommodation beyond that which can be achieved at the technical level; and,
 - Interests of Applicable First Nations.
- c) Where no committee or structure exists for the purposes of technical review, the G2G Mines Working Group will undertake Engagement at both a technical and non-technical level;

- d) For clarity, where a proposed activity is subject to an environmental assessment as provided for under the *Environmental Assessment Act*:
 - i. The purpose of a MDRC or MRC is to enable Engagement on an authorization other than the environmental assessment certificate and to deal with issues that are beyond the scope of the environmental assessment process; and,
 - ii. The MDRC or MRC will typically be formed prior to the issuance of an *Environmental Assessment Act* section 10 order, which initiates the environmental assessment process, unless otherwise agreed to by the Parties.
- 8.4. **Investigative Use Permits Exempt.** For clarity, Investigative Use Permits are not part of a major project and do not require a Special Engagement process.
- 8.5. **Documentation of Special Engagement Process.** Where a special Engagement process is applied in accordance with section 8.1 , the Parties will work to jointly develop, within 45 working days, a separate terms of reference through which relevant Provincial Agencies and Applicable First Nations will conduct Engagement.
- 8.6. **If No Process is Established.** If the relevant Provincial Agencies and the Applicable First Nations cannot agree to an Engagement process and Terms of Reference within 45 days of initiating discussions, the Provincial Agencies or Applicable First Nations may request use of the Engagement Dispute Process described in 7.4 and 7.5. If the dispute cannot be resolved and an agreed to process cannot be established within 10 working days, the Provincial Agency will consult with Applicable First Nations on the basis of British Columbia's consultation procedures in effect at the time and the applicable case law respecting consultation obligations.

9. Annual Pre-Engagement Notification (Replacements)

- 9.1. **Initiation of Process.** To support Engagement workload planning and with the goal of achieving process efficiencies, the Provincial Agency may prepare and send advance notice to the Applicable First Nation of tenure and permit replacements that are likely to be upcoming in the next 6 months or year. The notification package will include:
 - a) A cover letter explaining the purpose of the package and requesting a response from the First Nation Engagement Representative; and,
 - b) A table or spreadsheet, organized chronologically by the date of expected Land and Resource Decision, listing expected tenure and permit replacements for the upcoming calendar year. The table or spreadsheet may identify for each tenure, permit or authorization:
 - i. File numbers;
 - ii. Tenure, permit or authorization type and sub-type;
 - iii. Total tenure area;

- iv. Purpose and sub-purpose;
- v. Expiry date and expected new issuance date
- vi. Proposed length of term; and,
- vii. A map of the First Nation's territory showing the location of the potential Land and Resource Decisions.

9.2. **First Nation Response.** Within 30 working days following the date that the notification package is received by the First Nation, the First Nation will review the list of expected authorizations and provide to the Provincial agency a response identifying which items on the list will require Engagement along with a preliminary selection of Engagement Process and supporting rationale. Final selection of Engagement Process will occur following submission of the EIP for the replacement.

10. **Engagement Communications**

10.1. **Electronic Communications.** Provincial Agencies and First Nations will exchange information using digital and electronic methods whenever possible and appropriate. Electronic transfer of information via email and File Transfer Protocol (FTP) are the preferred method for exchanging information.

10.2. **Points of Contact.** Provincial Agencies and First Nations will identify primary and alternate email points of contact for Engagement communications.

10.3. **Paper Copies.** Despite section 10.1, if a First Nation requests specific information in hard copy to effectively review an Application, Provincial Agencies will either:

- a) Provide the required information; or,
- b) Where appropriate, direct Applicants to provide the requested information in hard copy directly to the Applicable First Nation.

11. **Information and Confidentiality**

11.1. **Information.** The Parties will support Engagement by sharing relevant information and knowledge and will, at the time of disclosure:

- a) Assist the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and,
- b) Make all reasonable efforts to maintain the confidentiality of the information provided by the other Party and prevent its disclosure to the public, in particular information identified as Confidential Information.

11.2. **First Nation Confidential Information.** British Columbia acknowledges that First Nations are custodians of cultural and other information that may be:

- i. Confidential or sensitive in nature; or,
- ii. Owned by individuals and must be managed according to the owner's wishes.

11.3. **Disclosure of First Nation Confidential Information.** British Columbia acknowledges that the disclosure of information referenced in 11.2 to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:

- a) Be reasonably expected to harm the relations between British Columbia and the Applicable First Nation as an aboriginal government; or,
- b) Result in damage to or interfere with the conservation of:
 - i. Fossil sites, natural sites or sites that have an anthropological or heritage value;
 - ii. An endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or,
 - iii. Any other rare or endangered living resources.

11.4. **Freedom of Information.** If British Columbia receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose the information received from the First Nation, British Columbia will provide the First Nation with notice of the request and the opportunity to discuss and work to resolve any issues associated the proposed disclosure.

11.5. **Additional Conditions.** The Parties acknowledge that:

- a) Section 11.1 does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites; and,
- b) The disclosure of Confidential Information may be restricted under provincial law or subject to additional conditions on disclosure.

12. General

12.1. **Legislated Timelines Prevail.** If the process and timelines of an Engagement Process conflict with a process or timeline specified in legislation, the legislative process or timeline will prevail to the extent of the conflict.

12.2. **Park Permits.** Where a member First Nation also has a Collaborative Management Agreement with BC Parks, the Parties agree that the engagement process for park use permit authorizations will be in accordance with this schedule.

- 12.3. **No Fettering.** Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of British Columbia or fetter the discretion given to any decision-making authority.
- 12.4. **Annual Review.** The Parties will review implementation of the Engagement Framework on an annual basis and undertake discussions with the goal of improving the efficiency and effectiveness of the Engagement Framework.
- 12.5. **Emergency Provisions.** Nothing in this agreement affects the ability of the Parties to respond to any emergency circumstances.

Table 1: Category 1, 2 and 3 Engagement Steps, Activities and Timelines

Process Step	Activities	Working Days		
		C1	C2	C3
Pre-Engagement by Applicant (where applicable)	The Provincial Agency Representative will, as appropriate, direct or strongly encourage Applicants to undertake Information Sharing in accordance with section 4.1. If a letter of support accompanies the Application as per section 3.13, Engagement is not required. Otherwise, the Provincial Agency Representative will prepare an Engagement Information Package (EIP) per section 4.2.	Not Applicable		
Step 1 Initiation	The Provincial Agency Representative will send the EIP to the Applicable First Nation in accordance with section 4.2. The proposed Engagement Process should be determined using the guide provided in Table 2. The First Nation Representative will confirm receipt of the EIP in accordance with section 5.1. Next, the First Nation Representative will respond to the Engagement Process proposal in accordance with 5.2. See sections 3.9 - 3.12 and 4.3 for further clarification on concluding this step.	5	10	10
Step 2 Application Review and Recommendation	The Representatives will continue to share information and engage via discussions, meetings and other communications to: <ul style="list-style-type: none"> Fulfill their joint and respective Engagement responsibilities in accordance with sections 4.4 - 4.7 and sections 5.3 and 5.4; Develop Recommendations, as described in section 6; If required, initiate any Dispute Resolution processes in accordance with section 7.1 - 7.4. 	10	25	50
Step 3 Conclusion	The Representatives will jointly finalize the SER in accordance with 3.5. If required, the Representatives will conclude any Engagement Dispute Resolution steps in section 7.1 - 7.4. Unless there are outstanding steps required as per section 7.5, the Representatives will submit the final SER to their respective Decision Makers in accordance with sections 4.8 and 5.5.	5	5	5
Step 4 Dispute Resolution (where applicable)	If required, the Representatives and any applicable Senior Representatives will undertake Engagement Dispute Resolution steps in accordance with section 7.5. The Representatives will submit the final SER to their respective Decision Makers in accordance with sections 4.8 and 5.5.	0	10	10
	Total Number of Working Days	20	40-50	65-75

Table 2: Engagement Process Selection Guide for Category 1, 2 and 3, and Major Projects

Category 1 applications are straightforward to administer and do not require review and consideration of impact assessment information and reports. This applies in cases where reasonable Information Sharing has occurred prior to submission of an Application, (i.e., the Applicant has already provided information necessary for the First Nation to review of potential impacts to Aboriginal Interests), there has been a reasonable amount of time for review of such information, and concerns related to Aboriginal interests stemming from the Application have been resolved. Applications which typically fall within Category 1 are as follows:

Forests – Forest Act & Forest and Range Practices Act

Forestry Road and Cutting Permits where Information Sharing has occurred
Forestry Licence to cut (Maximum 2000 m3)

Archaeology – Heritage Conservation Act

Section 14 investigation and inspection permits

Lands, Parks – Lands Act & Parks Act

Licence of Occupation associated with forestry operations or forestry tenures where reasonable Information Sharing has occurred
Investigative use permits with negligible physical impact
Replacements of tenure, permits or certificates where requested as per section 9
Park Use Permit Replacements with no changes

Mines – Mines Act, Mineral Tenure Act and Coal Act

Extending the term of a permit by up to 2 years
Conducting induced polarization (IP) surveys where an exploration permit is already held
IP surveys and exploration drilling in the area permitted for disturbance of an operating, producing mine, including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence).
Activities with small new ground disturbance or effect on the uses, including: exploration activities – temporary work camps, helicopter supported drilling
Mineral exploration, placer or construction aggregate on private land unless effects extend onto Crown Land
Date Extension of Notice of Work (NoW) permits
Date Extension of leases (mineral, placer, coal)
Deemed Authorizations are excluded from all Categories

Environmental Management Act & Integrated Pest Management Act

Hazardous waste facility approval on private land
Waste discharge regulation schedule 2 activities – all sizes on private land, and small on Crown Land
Waste discharge regulation schedule 1 activities – small
Operational certificates if NO outstanding concerns with the plan

Water – Water Sustainability Act

New Water licences²; domestic >1234m³/yr, power purposes (residential) and agriculture less than 5 acre feet - unless works constitute a 'change in and about a stream'.
Water licence amendment; change in base flow requirements.
Section 24 – Permit over Crown Land.
Section 10 use approval when FN hold a water licence downstream of application site.
Section 62 – drilling authorization
Section 31 – abandonment of water rights involving works on Crown Land or storage

Fish & Wildlife – Wildlife Act

Changes to hunting regulations that apply to First Nation hunters (e.g., public health and safety)
Wildlife transporter licences and management plans

Marine Plant Harvesting – Fisheries Act

Marine plant harvesting licences

² Water licence application sourced from an aquifer or a stream as defined by the Water Sustainability Act.

Category 2 applications decisions are also relatively straightforward to administer but do require review and consideration of new or detailed impact assessment information and reports. Decisions that typically fall within Category 2 are as follows

Forests – Forest Act and FRPA

Forestry Road and Cutting Permits where reasonable efforts to conduct Information Sharing have not occurred
Replacements or extensions of Forestry tenures/licences, special use permits, FSPs
Amendments to licences
Recreation sites & trails decisions

Archaeology – Heritage Conservation Act

Section 12 site alteration permits

Mines – Mines Act, Mineral Tenures Act and Coal Act

Activities with small new ground disturbance or effect on the uses, including: exploration activities – temporary work camps, drilling, trenching or test pitting with or without explosives, including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence, etc.) and excluding temporary work camps and helicopter-supported drilling
Reopening of existing roads or trails within or to the mineral property
Underground exploration with no new surface dumps or with small area dumps
Mineral exploration, placer or construction aggregate on Crown land
New dimension stone quarries
Existing and new under 200,000 tonnes of paydirt per year placer mining operations
Helicopter support drilling requiring 50 m³ of timber cutting
Coal licence and lease applications
Mining and placer lease applications
Bulk sample less than 1,000 tonnes of mineralized rock. Or 5,000 tonnes of coal

Lands, Parks – Land Act & Park Act

Investigative Use Permits where there is ground or water disturbance
Agriculture decisions
Interpretive sites, recreation sites and recreation trails
Land Act and Park Act authorizations for small site permits - campsites, storage sites, helipads
New Adventure Tourism tenures
Park Use Permits that are compatible with applicable Park Management Plans

Environmental Protection – Integrated Pest Management Act & Environmental Management Act

Five year Forest Pest Management plans (vegetation management / insect outbreaks)
Vegetation Management of Rights-of-Ways with public access
Hazardous Waste facility approval on Crown Land under EA threshold
Waste Discharge Regulation Schedule 2 activities³ – large on Crown Land
Waste Discharge Regulation Schedule 1 activities – large
Operational certificates if outstanding First Nations concerns with the plan

Water – Water Sustainability Act & Dike Maintenance Act

Any contemplated decision/proposal that would result in a 'change in and about a stream'⁴.
New Dikes, major dike repairs/reconstruction (*Dike Maintenance Act*).
New Water licences – agriculture greater than 5 acre feet (6,167 m³), industrial & commercial less than 5 acre feet and land improvement.
Section 11 – Change Approval

³ Refers to the Waste Discharge Regulation of the Environmental Management Act. Can be viewed online at: http://www.bclaws.ca/Recon/document/id/freeside/50_320_2004

⁴ Refers to the Water Act: http://www.bclaws.ca/civix/document/id/complete/statreg/96483_01

Fish & Wildlife - *Wildlife Act & Fisheries Act*

Possession of life wildlife – new long term care facilities (e.g., zoo, rehabilitation center)
High disturbance fish and wildlife projects (e.g., collaring, wildlife transplants)
Disposition of new guide territory certificate

Category 3 decisions are those that, compared to Category 2 applications, require additional time for review and administration, require consideration of complex or new information about potential impacts and issues, and are expected to require more than 30 working days for Representatives to reach consensus recommendations due to the scope and complexity of the potential Decision. Decisions that typically fall within Category 3 are as follows:

Forestry – *Forest Act and FRPA*

New and Major Amendments to Forest Stewardship Plans
New Forestry Special Use Permits
Forestry Licence to cut (major)

Mines – *Mines Act*

Activities with potential for significant new ground disturbance or effects on other uses, including : new permanent or long term access development associated with advanced exploration with over 10 km in length including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence, etc.
Bulk samples greater than 1,000 tonnes of mineralized rock or 5,000 tonnes of coal
New placer operations with production of 200,000 tonnes to 5000,000 tonnes of paydirt per year

Lands & Parks – *Land Act & Park Act*

New Tourism Resorts (including fishing lodges), or major expansion of existing resorts
Crown Land Sales
New permanent infrastructure
New Protected Area Management Plans (for First Nations not in a CMA)
New Aquaculture Tenures

Environmental Protection – *Environmental Management Act*

Hazardous Waste facility approvals on Crown Land exceeding the major projects threshold under the EA
Solid and Liquid Waste Management Plans

Water – *Water Sustainability Act & Dike Maintenance Act*

New Water licences for mine operations; water works (local community drinking water); storage (dams); power purposes (commercial and general (sect. 19(2)), all other industrial and commercial greater than 5 acre feet.

Special Engagement: refer to section 8.1 regarding applicability of a special engagement process.

Decisions typically requiring a special engagement process include:

- Timber Supply Analysis and Allowable Annual Cut Determinations
- New Land Use Orders and Major Amendments
- Life of major mines – amendments, closure plans as well as the development phase will be through the MDRC/MRC processes
- Water Sustainability Plan

Appendix D

Haisla Nation – Province Engagement Process (“Haisla Process”)

1. Definitions

1.1 In this Haisla Process:

“Applicant” means an individual, corporation or other legal entity, or their respective agent, who has submitted an Application for a Land and Resource Decision;

“Application” means a proposal submitted by an Applicant to a Provincial Agency for a Land and Resource Decision;

“Effective Date” means the date upon which this Haisla Process is signed by the Coastal First Nations, the Province and the Haisla Nation;

“Engagement” and **“Engage”** means the processes and Engagement Levels agreed upon by the Province and the Haisla Nation in this Haisla Process, to assist them in satisfying their legal obligations to consult and where appropriate, accommodate, the Haisla Nation in accordance with the reasoning of the Supreme Court of Canada in *Haida Nation v. British Columbia (Ministry of Forests)*, 2004 SCC73 and *Taku River Tlingit v. British Columbia (Project Assessment Director)*, 2004 SCC 74, which includes: (i) formal information sharing and discussions between Provincial Agencies and the Haisla Nation in relation to Land and Resource Decisions; and (ii) provision to the Haisla Nation of all relevant, available information about the potential significance of the adverse impact;

“Engagement Level” means any one or more of Engagement Levels 1, 2, 3 and 4 as set out in section 4;

“Information Package” means the package of information to be provided by the Province as set out in section 6.2 of this Haisla Process;

“Land and Resource Decision” and **“LRD”** mean a proposed administrative or operational statutory decision and includes an Application initiated by an Applicant, and any authorization initiated by a Provincial Agency;

“Provincial Agency” means the Provincial ministry or agency that has authority to manage the review and consideration of a Land and Resource Decision under the legislation identified in Schedule A, but does not include the Oil and Gas Commission;

“Representatives” mean the representatives appointed by a Provincial Agency or the Haisla Nation for the purposes of Engagement;

“Senior Representatives” mean the representatives appointed by a Provincial Agency or the Haisla Nation for the purposes of providing review, consideration and advice on policy or other matters as described in section 6.10c), and dispute resolution as described in sections 8.2 and 8.3;

“Statutory Decision-Maker” means a Provincial Agency delegate with the authority to make a statutory decision under the Provincial legislation included in Schedule A; and

“Tenure Holder” means an individual, corporation, or other legal entity, or their respective agent, who holds a tenure or permit awarded under Provincial legislation.

2. Schedule B “Engagement Framework” of the Reconciliation Protocol

2.1 Notwithstanding anything to the contrary in the Reconciliation Protocol, Schedule B of that Protocol is not applicable to Engagement between the Province and the Haisla Nation.

3. Principles of Consultation and Accommodation Process between the Province and the Haisla Nation

3.1 The Province will consult and, where appropriate, accommodate the Haisla Nation in respect of any proposed Land and Resource Decision that could adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation.

3.2 The Province and the Haisla Nation agree that their consultation and accommodation processes will be undertaken pursuant to the Province’s “Updated Procedures for meeting Legal Obligations when Consulting with First Nations, 2010”, as amended from time to time, to reflect new judicial decisions (the “Updated Procedures, 2010”).

3.3 As provided for in the Updated Procedures, 2010, the consultation and accommodation process will reflect:

- a) the strength of the asserted Haisla Nation claims of aboriginal rights, including aboriginal title; and
- b) the degree of any anticipated adverse impact upon the asserted aboriginal rights and aboriginal title of the Haisla Nation.

3.4 In addition to Provincial laws, policies and guidelines, the Province and the Haisla Nation will adhere to the Engagement processes set out in this Haisla Process.

4. Engagement Levels

4.1 **Engagement Levels.** This Haisla Process includes four Engagement Levels that the Parties will follow to conduct Engagement. Descriptions of each Engagement Level are as follows:

- a) **“Engagement Level 1”** addresses issues related to a proposed LRD that has minimal to no impact on the land or resources; and minimal to no identified potential to adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation;
 - b) **“Engagement Level 2”** addresses issues related to a proposed LRD that physically impacts a relatively small geographic area and has limited potential impact on the land and resources; that has limited potential to adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation; and in relation to which potential adverse impacts may be mitigated by attaching terms or conditions to the LRD;
 - c) **“Engagement Level 3”** addresses issues related to a proposed LRD that physically impacts a relatively large geographic area; that may adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation; that may include issues identified by the Haisla Nation or the Provincial Agency that cannot be resolved through Engagement Levels 1 or 2; and in relation to which substantive measures may be required to substantially address any adverse impacts upon the asserted aboriginal rights, including aboriginal title of the Haisla Nation; and
 - d) **“Engagement Level 4”** addresses issues related to a proposed LRD or set of inter-related LRDs that may adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation, as described in section 9.
- 4.2 **Use of Table 2.** The Provincial Agency will use the examples provided in Table 2 to assist in proposing an appropriate Engagement Level. Table 2 is not binding on the Haisla Nation.

5. Engagement Timelines

5.1 **Timelines.** The number of working days allotted for each Engagement Level is as follows:

- a) For Engagement Level 1, a total of 20 working days, as set out in Table 1;
- b) For Engagement Level 2, a total of 40 working days (or 50 working days if Dispute Resolution is used), as set out in Table 1;
- c) For Engagement Level 3, a total of 65 working days (or 75 working days if Dispute Resolution is used), as set out in Table 1; and
- d) For Engagement Level 4, up to 45 working days is available to develop a special Engagement process in accordance with section 9.2.

- 5.2 **Table 1.** For greater certainty, the Haisla Nation and the Province will complete all applicable activities related to a given step of an Engagement Level within the number of working days set out in Table 1 for that step of the Engagement Level.

6. Engagement Process

- 6.1 **Inform Applicants.** The Provincial Agency will, at the earliest opportunity, inform Applicants and other Provincial Agencies, as applicable, of this Engagement process with the Haisla Nation and, as appropriate, direct those Applicants and Provincial Agencies to contact and provide information directly to the Haisla Nation. Notwithstanding any such direction by a Provincial Agency, the Provincial Agency remains responsible for ensuring that a full and complete Information Package is sent to the Haisla Nation.
- 6.2 **Information Package.** Upon receiving an Application or initiating a Land and Resource Decision, the Provincial Agency will provide the Haisla Nation with an Information Package that includes:
- a) a description of the type and characteristics of the proposed Land and Resource Decision;
 - b) the identity and contact information of the Applicant or existing Tenure Holder(s) who are the subject of the proposed Land and Resource Decision;
 - c) a description of the specific location or geographic area that will be impacted by the proposed Land and Resource Decision;
 - d) all relevant and available Applications, documents, studies and assessments; and
 - e) the proposed Engagement Level and a supporting rationale for that proposed classification.
- 6.3 **Confirmation of Receipt.** The Provincial Agency will contact the Haisla Nation by telephone or email, within 5 business days of sending the Information Package, to confirm date of receipt by the Haisla Nation, and to confirm initiation of Engagement.
- 6.4 **Response to Information Package.** After receiving an Information Package, the Haisla Nation will provide the Provincial Agency with written communication that:
- a) indicates that:
 - i) the proposed Engagement Level is appropriate; or
 - ii) the proposed Engagement Level is not appropriate, in which case the communication will propose an alternative Engagement Level, along with a supporting rationale;
 - b) indicates whether the Information Package appears to contain all available information and materials described in section 6.2; and

- c) if applicable, indicates that the Haisla Nation has additional information to inform the Engagement process and supplement the information and materials specified in section 6.2;
- 6.5 **Agreement on Engagement Level.** If the Haisla Nation proposes, with supporting rationale, an Engagement Level other than that proposed by the Province, the Representatives will attempt to reach consensus on the Engagement Level within the number of working set out in Step 1 of Table 1. If the Representatives are unable to reach consensus on the Engagement Level within that timeframe, the Land and Resource Decision will be dealt with at one Engagement Level higher than that initially proposed by the Provincial Agency.
- 6.6 **No Further Engagement Required.** If at any time the Haisla Nation advises in writing that no further Engagement is required, then the Provincial Agency will proceed to make the Land and Resource Decision and will notify the Haisla Nation of the Land and Resource Decision.
- 6.7 **No Response to Proposed Engagement Level.** If the Haisla Nation does not provide a written response to the Information Package as set out in section 6.4 within the number of working days set out in Step 1 of Table 1, the Provincial Agency will proceed to Engage with the Haisla Nation at the proposed Engagement Level.
- 6.8 **Haisla Engagement Response.** The Haisla Nation will provide the relevant Provincial Agency with a response that identifies any issues or potential adverse impacts on asserted aboriginal rights, including aboriginal title, of which the Haisla Nation is aware with regard to the proposed Land and Resource Decision.
- 6.9 **No Haisla Engagement Response.** If a response is not received from the Haisla Nation within the number of working days set out in Step 2 of Table 1, the Provincial Agency may proceed to make the Land and Resource Decision, but before doing so will advise the Haisla Nation of the approximate date of the impending Land and Resource Decision, including the details of any measures to be taken to address any potential adverse impacts on asserted Haisla aboriginal rights, including aboriginal title.
- 6.10 **Application Review.** Representatives of the Provincial Agency and the Haisla Nation will undertake review of an Application as follows:
- a) Haisla Nation and Provincial Agency Representatives will review the Information Package, share information and hold discussions to develop recommendations regarding the proposed Land and Resource Decision;
 - b) Haisla Nation and Provincial Agency Representatives will review and discuss any additional information that the Haisla Nation and the Provincial Agency agree to as being necessary to fully assess identified issues regarding potential

adverse impacts upon of aboriginal rights, including asserted aboriginal title, and other interests; and

- c) if the Haisla Nation and Provincial Representatives so agree, they will forward policy issues or other matters to the Senior Representatives of the Haisla Nation and the Provincial Agency for review, consideration and advice. Forwarding of such issues will not automatically extend the Engagement timeframes, but neither the Haisla Nation nor the Provincial Representative is precluded from requesting an extension.

6.11 Shared Engagement Record. Provincial Agencies and First Nations will document their information exchanges and communications via a jointly developed Shared Engagement Record (“Shared Engagement Record” or “SER”), the purpose of which is to document and summarize the process and outcomes of an Engagement, including descriptions of:

- a) information related to the proposed Land and Resource Decision;
- b) potential impacts on the asserted aboriginal rights and aboriginal title of the Haisla Nation;
- c) Engagement Level selection;
- d) Haisla Nation issues and concerns; and,
- e) consensus or non-consensus recommendations, as appropriate.

6.12 Mining and Mineral Projects. Where a Land and Resource Decision is associated with a mining and mineral project, the following will apply:

- a) Haisla Nation will reasonably participate in any Mine Development Review Committees (MDRC) and any associated subcommittees, and any Mine-specific Review Committees (MRC). Should there be any issues to discuss beyond the scope of the MDRC or MRC, these will be discussed at the appropriate project-specific G2G mines working group as described in 6.12 (b) (ii).
- b) The scope of work for a MDRC will be guided by the following principles:
 - i) All permits and authorizations under consideration by Provincial Agencies required to support the proposed activity will be addressed through one overarching Engagement process;
 - ii) When issues arise that are beyond the scope of the MDRC or MRC technical review, such issues will be considered by a project-specific G2G mines working group. Such issues may include:
 - cumulative effects;
 - revenue sharing;

- impacts to the asserted aboriginal rights and aboriginal title of the Haisla Nation that may require accommodation beyond that which can be achieved at the technical level; and,
 - interests of the Haisla Nation.
- c) Where no committee or structure exists for the purposes of technical review, the G2G mines working group will undertake Engagement at both a technical and non-technical level;
- d) For clarity, where a proposed activity is subject to an environmental assessment as provided for under the *Environmental Assessment Act*:
- i) The purpose of a MDRC or MRC is to enable Engagement on an authorization other than the environmental assessment certificate and to deal with issues that are beyond the scope of the environmental assessment process; and,
 - ii) The MDRC or MRC will typically be formed prior to the issuance of an *Environmental Assessment Act* section 10 order, which initiates the environmental assessment process, unless otherwise agreed to by the Parties.

7. Land and Resource Decision Recommendations

7.1 **Review of Information.** Representatives of the Province and the Haisla Nation will make recommendations to the Statutory Decision-Maker responsible for the Land and Resource Decision that include some or all of the following as appropriate:

- a) whether the Application or proposed Land and Resource Decision should be approved or rejected;
- b) whether any conditions should be attached to the approval of an Application or proposed Land and Resource Decision and if so, what those conditions should be;
- c) the degree and nature of any potential adverse impacts upon Haisla Nation asserted aboriginal rights, including aboriginal title, and any measures necessary to substantially address those potential adverse impacts; and
- d) whether additional information is required to support a full consideration of the Application or proposed Land and Resource Decision.

7.2 **Considerations.** In making recommendations, the Representatives of the Province and the Haisla Nation will consider and address some or all of the following, as required:

- a) any applicable laws, policies or customs of the Province and the Haisla Nation;
- b) consistency with any approved land use plan, forest stewardship plan or management plan;

- c) compatibility with any economic development strategy agreed to by the Province and the Haisla Nation;
- d) any potential environmental and economic impacts that may relate to the Application or proposed Land and Resource Decision;
- e) any potential adverse impacts upon Haisla Nation asserted aboriginal rights, including aboriginal title, and any measures necessary to substantially mitigate, minimize, avoid or otherwise address those potential adverse impacts and
- f) the positive and negative effects of the Application or proposed Land and Resource Decision on the social, economic, health and cultural wellbeing of the Haisla Nation.

7.3 **Consensus.** The Representatives of the Provincial Agency and the Haisla Nation will make best efforts to achieve consensus in their recommendations.

7.4 **Review of Recommendations.** The Statutory Decision-Maker will review all of the recommendations by the Representatives of the Haisla Nation and Provincial Agency made under this section 7 and under section 8.4, and will make the Land and Resource Decision.

7.5 **Reasons for Decision.** If the Statutory Decision-Maker makes a LRD in relation to which the Representatives of the Haisla Nation and Provincial Agency have:

- a) been unable to reach consensus recommendations after following the dispute resolution process outlined in section 8; or
- b) made consensus recommendations but the Statutory Decision-Maker makes a Land and Resource Decision that differs in substance from the consensus recommendations,

then the Statutory Decision-Maker will:

- c) provide the Haisla Nation with written reasons for the Land and Resource Decision; and
- d) outline how the issues identified in the consultation process will be addressed in a manner consistent with the asserted aboriginal rights, including aboriginal title, of the Haisla Nation and consistent with the honour of the Crown.

8. **Dispute Resolution**

8.1 **Representatives Review Issues.** If, for Engagement Level 2 or Engagement Level 3 the Representatives of the Haisla Nation and Provincial Agency are unable to make consensus recommendations, the Representatives will:

- a) exchange, in writing, a full description of the impasse, together with any respective concerns and interests and the proposed specific actions that could be taken to address the issues; and
 - b) meet to discuss the written descriptions and again attempt to make consensus recommendations.
- 8.2 **Involve Senior Representatives.** If after following the steps set out in section 8.1, the Representatives of the Provincial Agency and Haisla Nation are still unable to make consensus recommendations, they will forward the materials referred to in section 8.1 to the respective Senior Representatives of the Provincial Agency and the Haisla Nation, for direction and assistance.
- 8.3 **Develop Separate Recommendations.** If after following the steps set out in section 8.2, the Senior Representatives of the Haisla Nation and Provincial Agency are unable to make consensus recommendations, they will forward their separate recommendations to the Statutory Decision-Maker and inform the Statutory Decision-Maker of the differences in their respective recommendations.
- 8.4 **Proceeding to Decision with Non-Consensus Recommendations.** Where separate recommendations are provided to the Statutory Decision-Maker in accordance with 8.3, the Statutory Decision-Maker will review the Haisla Nation and Provincial Agency Representatives' respective recommendations, and other relevant information. The Statutory Decision-Maker may proceed to make a Land and Resource Decision, in accordance with section 7.4 above, but before doing so will inform the Haisla Nation.

9. Engagement Level 4

- 9.1 **Applicability of Level 4.** The Haisla Nation and a Provincial Agency will use Engagement Level 4 for an LRD or set of interrelated LRDs for which the Provincial Agency and the Haisla Nation have agreed that:
 - i) it requires some form of Engagement other than Engagement Levels 1 to 3; and
 - ii) it may be amenable to a specific consultation protocol or a negotiated sector-specific protocol.
- 9.2 **Level 4 Process.** Where Engagement Level 4 applies, the Haisla Nation and the Provincial Agency will attempt to develop a special Engagement process within the number of working days set out in section 5.1d) and, where such agreement is reached, will set out that Engagement process in a terms of reference to be agreed to by the Parties.
- 9.3 **If Unable to Develop Level 4 Process – Step 1.** If, in relation to Engagement Level 4, the Haisla Nation and the Provincial Agency Representatives are unable to agree upon

a special Engagement process, they may, within the timelines specified in section 5.1d), request assistance from Senior Representatives.

- 9.4 **If Unable to Develop Level 4 Process – Step 2.** If, after completing Step 1 as set out in section 9.3, the Provincial Agency and Haisla Nation are still unable to agree to an Engagement process within the timeframe specified in 5.1d), the Provincial Agency will consult with and accommodate the Haisla Nation in accordance with the common law and section 35 (1) of the *Constitution Act, 1982*.

10. Timeline Extensions

- 10.1 **Extension Request.** If a Provincial Agency or the Haisla Nation is unable to complete the Engagement within the specified timelines, then the Provincial Agency or the Haisla Nation will notify each other, request an extension and provide a reason for the proposed extension. Consent to an extension request will not be unreasonably withheld.
- 10.2 **No Response in Extended Timeframe.** If Haisla Nation has requested the extension and if the Haisla Nation has not provided a response by the end of an extended timeframe for the submission of the response, the Provincial Agency may proceed to a Land and Resource Decision without further Engagement.

11. General

- 11.1 **Investigative LRD are Separate.** For clarity, Engagement on LRDs related to investigative stages of a project is separate and distinct from Engagement on any subsequent LRDs related to the development phase of that project. Any support or lack of objection to an investigative LRD by the Haisla Nation does not confer any form of consent for any subsequent LRDs associated with a given project. Haisla Nation engagement on an investigative LRD is without prejudice to positions the Haisla Nation may take on subsequent LRDs.
- 11.2 **Environmental Assessment (EA) Excluded.** The Province and the Haisla Nation agree that Engagement Levels 1-4 provided for in this Haisla Process do not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act* [SBC 2002] c. 43.
- 11.3 **No effect on EA projects.** Environmental assessments of projects will remain subject to applicable laws, including the Crown's duty to consult and accommodate.
- 11.4 **No prejudice Parties.** This Agreement does not affect or prejudice any Party's position or views on environmental assessment processes or the Crown's duties in respect of environmental assessments.
- 11.5 **Legislated Timelines Prevail.** If the process and timelines of an Engagement Level set out in this Engagement process are less than and therefore in conflict with a

process or timeline specified in legislation, the legislated process or timeline will prevail to the extent of the conflict.

- 11.6 **Batching.** With the prior written agreement of the respective Representatives of the Provincial Agency and Haisla Nation, Engagement on Land and Resource Decisions may be pursued in batches and/or on a pre-determined schedule.
- 11.7 **Applicant Role.** The Provincial Agency and the Haisla Nation may request an Applicant to undertake specific procedural aspects of the Engagement process provided that the Provincial Agency continues to Engage with the Haisla Nation in a manner that is consistent with this Agreement.
- 11.8 **Review of Processes.** The Province and the Haisla Nation will review implementation of these Engagement processes on an annual basis and undertake discussions with the goal of improving the efficiency and effectiveness of the Engagement processes.
- 11.9 **No Limitations on Legal Action.** Except as the Province and the Haisla Nation may agree in writing, the Reconciliation Protocol (as amended), the Amending Agreement 2015 including this Haisla Process, will not limit any position either may take in future legal proceedings with regard to Land and Resource Decisions.
- 11.10 **No Derogation of Rights.** Nothing in the Reconciliation Protocol, 2009 (as amended), the Amending Agreement 2011, or the Amending Agreement 2015 (including this Haisla Process) amends, derogates from or alters Haisla Nation aboriginal rights (including aboriginal title).

Table 1 Haisla Nation – Province Engagement Process Outline

Process Step	Activities	Number of working days available by Engagement Level		
		EL 1	EL 2	EL 3
Pre-Engagement	<ul style="list-style-type: none"> Provincial Agency informs Applicants of Haisla Process as per 6.1 Provincial Agency sends Information Package to Haisla Nation as per 6.2 	n/a	n/a	n/a
Step 1: Initiation of Engagement process & Confirmation of Engagement Level	<ul style="list-style-type: none"> Provincial Agency obtains confirmation of Receipt of Information Package as per 6.3 Haisla Nation responds to Information Package as per 6.4 Engagement Level is established as per sections 4, 6.2, 6.5 	5	10	10
Step 2: Application Review and Recommendations	<ul style="list-style-type: none"> Haisla Nation reviews the Application, and provides a response to Provincial Agency as per section 6.8. The Provincial Agency and the Haisla Nation Engage on Application review as per section 6.10, documenting activities as per section 6.11. The Provincial Agency and the Haisla Nation prepare recommendations as set out in section 7. 	10	25	50
Step 3: Conclusion	<ul style="list-style-type: none"> The Provincial Agency and the Haisla Nation conclude recommendations set out in section 7, and, if issues arise with respect to reaching consensus on the recommendations, review issues as set out in section 8.1. 	5	5	5
<i>Total Working Days</i>		20	40	65
Step 4: Dispute Resolution (where applicable)	<ul style="list-style-type: none"> If required, the Provincial Agency and the Haisla Nation will undertake Dispute Resolution steps as set out in sections 8.2, 8.3, and 8.4. 	n/a	+10	+10
Step 5: Notification of Decision	<ul style="list-style-type: none"> The Provincial Agency will provide notice of a pending decision in accordance with section 6.9. The Statutory Decision-Maker will provide notice of the Decision in accordance with sections 7.5. 	n/a	n/a	n/a

Table 2: Engagement Process Selection Guide for Engagement Levels 1-4

Level 1. Applications which typically fall within Level 1 are as follows:

Forests – *Forest Act and Forest and Range Practices Act*

Forestry Road and Cutting Permits where Information Sharing has occurred
Forestry Licence to cut (Maximum 2000 m³)

Archaeology – *Heritage Conservation Act*

Section 14 investigation and inspection permits

Lands, Parks – *Lands Act & Parks Act*

Licence of Occupation associated with forestry operations or forestry tenures where reasonable Information Sharing has occurred
Investigative use permits with negligible physical impact
Replacements of tenure, permits or certificates where requested as per section 9
Park Use Permit Renewals with no changes

Mines – *Mines Act, Mineral Tenure Act and Coal Act*

Extending the term of a permit by up to 2 years
Conducting induced polarization (IP) surveys where an exploration permit is already held
IP surveys and exploration drilling in the area permitted for disturbance of an operating, producing mine, including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water License).
Activities with small new ground disturbance or effect on the uses, including: exploration activities – temporary work camps, helicopter supported drilling
Mineral exploration, placer or construction aggregate on private land unless effects extend onto Crown Land
Date Extension of Notice of Work (NoW) permits
Date Extension of leases (mineral, placer, coal)
Deemed Authorizations are excluded from all Categories

Environmental Management Act & Integrated Pest Management Act

Hazardous waste facility approval on private land
Waste discharge regulation schedule 2 activities – all sizes on private land, and small on Crown Land
Land
Waste discharge regulation schedule 1 activities – small
Operational certificates if NO outstanding concerns with the plan

Water – *Water Sustainability Act*

New Water licences¹; domestic >1234m³/yr, power purposes (residential) and agriculture less than 5 acre feet - unless works constitute a 'change in and about a stream.'
Water licence amendment; change in base flow requirements.
Section 24 - Permit over Crown Land
Section 10 Use approval when FN hold a water licence downstream of application site.
Section 62 – drilling authorization
Section 31 – abandonment of water rights involving works on Crown Land or storage

Fish & Wildlife – *Wildlife Act*

Changes to hunting regulations that apply to First Nation hunters (e.g., public health and safety)
Wildlife transporter licences and management plans

Marine Plant Harvesting – *Fisheries Act*

Marine Plant Harvesting licences

Level 2: Decisions that typically fall within Level 2 are as follows:

¹ Water licence application sourced from an aquifer or a stream as defined by the Water Sustainability Act.

Forests – Forest Act and FRPA

Forestry Road and Cutting Permits where Information Sharing has not occurred
Replacements or extensions of Forestry tenures/licenses, special use permits, FSPs
Amendments to licences
Recreation sites & trails decisions

Archaeology – Heritage Conservation Act

Section 12 site alteration permits

Mines – Mines Act, Mineral Tenures Act and Coal Act

Activities with small new ground disturbance or effect on the uses, including: exploration activities
– temporary work camps, drilling, trenching or test pitting with or without explosives,
including all associated authorizations to support those activities (e.g., SUP, Cutting Permits,
Water License, etc.) and excluding temporary work camps and helicopter-supported drilling
Reopening of existing roads or trails within or to the mineral property
Underground exploration with no new surface dumps or with small area dumps
Mineral exploration, placer or construction aggregate on Crown land
New dimension stone quarries
Existing and new under 200,000 tonnes of paydirt per year placer mining operations
Helicopter support drilling requiring 50 m³ of timber cutting
Coal license and lease applications
Mining and placer lease applications
Bulk sample less than 1,000 tonnes of mineralized rock. Or 5,000 tonnes of coal

Lands, Parks – Land Act & Park Act

Investigative Use Permits where there is ground or water disturbance
Agriculture decisions
Interpretive sites, recreation sites and recreation trails
Land Act and Park Act authorizations for small site permits - campsites, storage sites, helipads
New Adventure Tourism tenures
Park Use Permits that are compatible with applicable Park Management Plans
Marine Plant Aquaculture licences

Environmental Protection – Integrated Pest Management Act & Environmental Management Act

Five year Forest Pest Management plans (vegetation management / insect outbreaks)
Vegetation Management of Rights-of-Ways with public access
Hazardous Waste facility approval on Crown Land under EA threshold
Waste Discharge Regulation Schedule 2 activities² – large on Crown Land
Waste Discharge Regulation Schedule 1 activities – large
Operational certificates if outstanding First Nations concerns with the plan

Water – Water Sustainability Act & Dike Maintenance Act

Any contemplated decision/proposal that would result in a 'change in and about a stream'³.
New Dikes, major dike repairs/reconstruction (*Dike Maintenance Act*).
New Water licences – agriculture greater than 5 acre feet (6,167 m³), industrial & commercial less
than 5 acre feet and land improvement.
Section 11 – Change Approval

² Refers to the Waste Discharge Regulation of the Environmental Management Act. Can be viewed online at:
http://www.bclaws.ca/Recon/document/id/freeside/50_320_2004

³ Refers to the Water Act: http://www.bclaws.ca/civix/document/id/complete/statreg/96483_01

Fish & Wildlife - *Wildlife Act & Fisheries Act*

Possession of life wildlife – new long term care facilities (e.g., zoo, rehabilitation center)
High disturbance fish and wildlife projects (e.g., collaring, wildlife transplants)
Disposition of new guide territory certificate

Level 3. Decisions that typically fall within Level 3 are as follows:

Forestry – *Forest Act and FRPA*

New and Major Amendments to Forest Stewardship Plans
New Forestry Special Use Permits
Forestry Licence to cut (major)

Mines – *Mines Act*

Activities with potential for significant new ground disturbance or effects on other uses, including :
new permanent or long term access development associated with advanced exploration with
over 10 km in length including all associated authorizations to support those activities (e.g.,
SUP, Cutting Permits, Water License, etc.
Bulk samples greater than 1,000 tonnes of mineralized rock or 5,000 tonnes of coal
New placer operations with production of 200,000 tonnes to 5000,000 tonnes of paydirt per year

Lands & Parks – *Land Act & Park Act*

New Tourism Resorts (including fishing lodges), or major expansion of existing resorts
Crown Land Sales
New permanent infrastructure
New Protected Area Management Plans (for First Nations not in a CMA)
New Aquaculture Tenures

Environmental Protection – *Environmental Management Act*

Hazardous Waste facility approvals on Crown Land exceeding the major projects threshold under
the EA
Solid and Liquid Waste Management Plans

Water – *Water Sustainability Act & Dike Maintenance Act*

New Water licences for mine operations; water works (local community drinking water); storage
(dams); power purposes (commercial and general (sect. 19(2)), all other industrial and
commercial greater than 5 acre feet.

Level 4. Decisions typically requiring a Level 4 special engagement process include:

- Timber Supply Analysis and Allowable Annual Cut Determinations
- New Land Use Orders and Major Amendments
- Life of major mines – amendments, closure plans as well as the development phase will be through the MDRC/MRC processes
- Water Sustainability Plan

Schedule F

Ecosystem Based Management Governance

Coastal First Nations, the Great Bear Initiative Society, and the Ministry of Forests, Lands and Natural Resource Operations have committed in the Term Sheet for Continued Full Implementation of Ecosystem Based Management in the Central and North Coast, dated January 29, 2016, (“EBM Term Sheet”) to reaffirm and further develop governance arrangements for implementation of Ecosystem Based Management in the Central and North Coast. For convenience, the EBM Term Sheet commitments are included below.

2. Governance Framework

- 2.1 The Parties will continue to engage and collaborate on the Continued Full Implementation of EBM in the Central and North Coast through the governance forum established under section 5.1 of the Protocol (the “Governance Forum”).
- 2.2 The Parties will each appoint senior representatives who will be responsible for overseeing and managing implementation of this CFN EBM Term Sheet through participation in the Governance Forum working group (the “Working Group”). The senior representatives will, as required:
 - a) coordinate implementation and pursue policy and strategic issue problem solving discussions;
 - b) receive information from, and give direction to, the CFN-FLNR EBM Implementation Technical Team referred to in section 5.2 (c) of the Protocol;
 - c) share information and have discussions and collaborate with Nanwakolas representatives; and
 - d) initiate and engage in problem solving discussions with senior stakeholder representatives.

5. Implementation Monitoring and EBM Review

- 5.1 The Parties intend, within 6 months of the signing of this CFN EBM Term Sheet, to reach agreement on and implement new collaborative arrangements for oversight and monitoring of the Continued Full Implementation of EBM, including:
 - a) a process for the CFN to participate in the annual planning and prioritization of the Province’s Regional research and inventory projects and resources;
 - b) development of a collaborative G2G framework for EBM implementation monitoring and forest practices effectiveness monitoring; and
 - c) development of a collaborative framework for CFN participation in forest practices compliance auditing activities.
- 5.2 The Parties will work with Nanwakolas Council to develop a protocol and terms of reference to complete a preliminary review of the proposed GBR LUO by March 31, 2021, and a more comprehensive review of the GBR LUO and other aspects of EBM no later than March 31, 2026.

6. Technical Team and Implementation Committee

- 6.1 The Parties will establish, under the auspices of the Working Group, a CFN-FLNR EBM Implementation Technical Team to coordinate and oversee delivery of technical aspects of the CFN EBM Term Sheet and the agreements and commitments that may arise from it, including:
- a) management plans, if and as needed, for any new special management areas, conservancies or other mutually agreed type of protected area;
 - b) implementation of the GBR LUO;
 - c) preparation, finalization and implementation of any Landscape Reserve Designs that are created by requirement of the proposed GBR LUO;
 - d) monitoring, research and compliance auditing related to EBM implementation as per developed future agreements stated in 5.1 a), b) and c);
 - e) maintenance of inventory and planning data for the GBR LUO area; and
 - f) other matters as directed by the Working Group.
- 6.2 Within 6 months of the signing of this CFN EBM Term Sheet, the Parties will:
- a) develop terms of reference for a collaborative multi-party Operational Implementation Committee;
 - b) establish the multi-party Operational Implementation Committee; and
 - c) invite forest licensee representatives to participate.
- 6.3 The primary role of the collaborative multi-party Operational Implementation Committee will be to coordinate:
- a) development of Landscape Reserve Designs in the Central and North Coast; and
 - b) re-charting of the operating areas for forest tenures in the Central and North Coast.

**Amending Agreement of the
Reconciliation Protocol
Spring 2015**

Dated for Reference: April 23, 2015

BETWEEN

WUIGINUXV NATION
METLAKATLA FIRST NATION
KITASOO INDIAN BAND
HEILTSUK NATION
GITGA'AT FIRST NATION
NUXALK NATION

(Each a "Nation" or "First Nation" and collectively, the "Coastal First Nations")

AND

THE HAISLA NATION

an Aboriginal Nation and a Band of Indian persons pursuant to the Indian Act (Canada) as
represented by the Haisla Nation Council, being a duly elected Band Council pursuant to the
Indian Act, with an office at Kitamaat Village in the Province of British Columbia

AND

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

as represented by the Minister of Aboriginal Relations and Reconciliation

(the "Province")

Collectively referred to as the "Parties"

WHEREAS:

- A. The Parties entered into the Reconciliation Protocol (the "Protocol") dated December 10, 2009, amended by the Amending Agreement, 2010, Amending Agreement, 2011, and Amending Agreement, 2013, all of which are attached to this Amending Agreement ("Spring 2015 Amending Agreement") as Appendix 1.
- B. The Parties wish to extend the duration of the resourcing for the Protocol for an additional five years commencing April 1, 2015.

THEREFORE, the Parties agree as follows:

- 1.0 This Spring 2015 Amending Agreement may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one Spring 2015 Amending Agreement.
- 2.0 This Spring 2015 Amending Agreement will take effect on the date that it is signed by all the Parties.
- 3.0 Except as expressly amended by this Spring 2015 Amending Agreement, the Parties confirm that the Protocol shall be read and construed as one document.
- 4.0 Section 11, Resourcing, of the Protocol is amended by adding the following sections:
 - 11.5. The Province will provide payments as follows:
 - a) to the Coastal First Nations, \$620,000 per year for a period of 5 years commencing April 1, 2015; and
 - b) to the Haisla Nation, \$30,000 per year for a period of 5 years commencing April 1, 2015.
 - 11.6. The Coastal First Nations and the Haisla Nation will utilize the payments provided under section 11.5 to fund their participation in and implementation of the Protocol and for other structures, processes or agreements as agreed to by the Parties.
 - 11.7. Notwithstanding any other provision of this Protocol, any payment provided by the Province under section 11.5 are subject to:
 - a) with respect to the payment provided under section 11.5.a), the Coastal First Nations submitting a written statement of Protocol implementation priorities for the upcoming fiscal year, dated on or

after April 1 each year, beginning in 2015, for development of an annual joint work plan with the Province;

- b) with respect to the payment provided under section 11.5.b), the Haisla Nation submitting a written statement of Protocol implementation priorities for the upcoming fiscal year, dated on or after April 1 each year, beginning in 2015, for development of an annual joint work plan with the Province;
- c) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment; and
- d) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary to make such payment.

11.8. The Coastal First Nations and the Haisla Nation will each submit to the Province by May 31 of each year, beginning in 2015, a fiscal year-end report of accomplishments and expenditures relating to Protocol initiatives for the prior fiscal year.

11.9. The Coastal First Nations will make available to their members, in a manner that can reasonably be expected to bring the information to their attention, the statement referred to in section 11.7.a) and the Coastal First Nations report referred to in 11.8, within 90 days of submitting the document to the Province.

11.10. The Haisla Nation will make available to its members, in a manner that can reasonably be expected to bring the information to their attention, the statement referred to in section 11.7.b) and the Haisla Nation report referred to in 11.8, within 90 days of submitting the document to the Province.

5.0 The Province may consider revenue received by the Coastal First Nations and the Haisla Nation under other revenue-sharing agreements or arrangements in determining the resourcing under this Agreement where it is extended under section 6.

Appendix 1

Reconciliation Protocol dated December 10, 2009, amended by the Amending Agreements in 2010, 2011, and 2013

Amending Agreement, 2013

BETWEEN

WUIGINUXV NATION

METLAKATLA FIRST NATION

KITASOO INDIAN BAND

HEILTSUK NATION

GITGA'AT FIRST NATION

NUXALK NATION

(each a "Nation" or "First Nation" and collectively, the "Coastal First Nations")

AND

THE HAISLA NATION

an Aboriginal Nation and a Band of Indian persons pursuant to the *Indian Act* (Canada) as represented by the Haisla Nation Council, being a duly elected Band Council pursuant to the *Indian Act*, with an office at Kitamaat Village in the Province of British Columbia

(the "Haisla Nation")

AND

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

as represented by the Minister of Aboriginal Relations and Reconciliation

(the "Province")

WHEREAS – effective November 21, 2011, the Haisla Nation became a party to the Reconciliation Protocol with the Coastal First Nations and the Province;

WHEREAS – the Coastal First Nations, the Province and the Haisla Nation agreed in section 8 of the Amending Agreement, 2011, that the Province will, subject to appropriations by the

Legislature and in accordance with the *Financial Administration Act* and any workplans and budgets agreed to by the Parties, provide Coastal First Nations with \$30,000, annually, for a period of three years, commencing on April 1st, 2012, for the participation of the Haisla Nation;

WHEREAS – The Coastal First Nations received \$30,000 on April 1st, 2012, for the participation of the Haisla Nation;

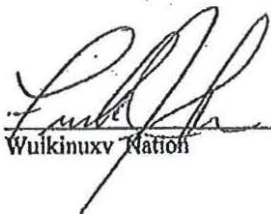
WHEREAS - the Haisla Nation has requested that the Province pay the \$30,000, in accordance with the Amending Agreement, 2011, referred to in section 8, in respect of the years 2013 and 2014, directly to the Haisla Nation Council and the Coastal First Nations and the Province are supportive of this request;

THEREFORE the Province, the Coastal First Nations and the Haisla Nation hereby agree as follows.

1. This Amending Agreement, 2013, will take effect on the date that it is signed by the Province, the six Coastal First Nations and the Haisla Nation (the "Effective Date").
2. On and after the Effective Date, section 8 of the Amending Agreement, 2011, is amended by: deleting the phrase "Coastal First Nations" and replacing it with "the Haisla Nation Council"; and by deleting the phrase "three years" and replacing it with "two years"; and by deleting the phrase "April 1st, 2012", and replacing it with "April 1st, 2013".
3. This Amending Agreement, 2013, may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one Amending Agreement, 2013.
4. On and after April 1st, 2012, the Province no longer has any obligation under section 8 of the Amending Agreement, 2011, to pay \$30,000 to the Coastal First Nations for the participation of the Haisla Nation.

Signed on behalf of the Parties, as follows:

Coastal First Nations


Wulkinuxv Nation

Date


Province of British Columbia


Minister of Aboriginal Relations and
Reconciliation


26/03/13

Date

3



Gitga'at First Nation Date

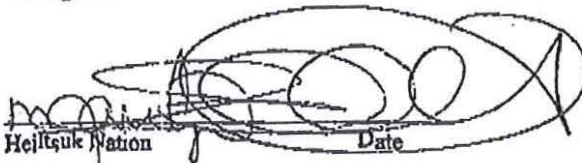
Haisla Nation


Haisla Nation Date


Metlakatla First Nation Date


Nuxalk Nation Date


Kitasoo Indian Band Date


Heiltsuk Nation Date

Amending Agreement, 2011

BETWEEN

WUIGINUXV NATION

METLAKATLA FIRST NATION

KITASOO INDIAN BAND

HEILTSUK NATION

'GITGA'AT FIRST NATION

NUXALK NATION

(each a "Nation" or "First Nation" and collectively, the "Coastal First Nations")

AND

THE HAISLA NATION

an Aboriginal Nation and a Band of Indian persons pursuant to the *Indian Act* (Canada) as represented by the Haisla Nation Council, being a duly elected Band Council pursuant to the *Indian Act*, with an office at Kitimaat Village in the Province of British Columbia (the "Haisla Nation")

AND

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

as represented by the Minister of Aboriginal Relations and Reconciliation

(the "Province")

WHEREAS - in December, 2009, the Coastal First Nations (other than the Nuxalk Nation), and the Province negotiated a Reconciliation Protocol, attached as Schedule One;

WHEREAS - on April 1, 2010, the Haisla Nation entered into the Reconciliation Protocol for the purpose of enabling the Coastal First Nations to receive capacity funding from the Province. On the same date the Haisla Nation provided a notice of withdrawal from the Reconciliation Protocol, which notice took effect on or about May 15, 2010;

WHEREAS - the Reconciliation Protocol, 2009, was amended by the Amending Agreement, 2010, also attached as Appendix A (hereafter both are referred to as the "Reconciliation Protocol");

WHEREAS - the Haisla Nation is willing to enter the Reconciliation Protocol, on the terms and conditions set out in this Amending Agreement, 2011;

WHEREAS - section 13 of the Reconciliation Protocol contemplates that additional First Nations may join the Reconciliation Protocol and section 13.2 sets out a process to complete the addition,

THEREFORE the Province, the Coastal First Nations and the Haisla Nation, hereby agree as follows,

- 1) This Amending Agreement, 2011, will take effect on the date that it is signed by the Province, the six Coastal First Nations and the Haisla Nation (the "Effective Date").
- 2) On and after the Effective Date, the word "Parties" in the Reconciliation Protocol is amended, to include the Haisla Nation.
- 3) On and after the Effective Date, the Haisla Nation is a Party to the Reconciliation Protocol, subject to the provisions of this Amending Agreement, 2011.
- 4) This Amending Agreement, 2011, may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one Amending Agreement, 2011.
- 5) A map that outlines the asserted Traditional Territory of the Haisla Nation is attached as Appendix B, to this Amending Agreement, 2011; the Haisla Nation claims the lands, waters and resources within the boundary marked in red.
- 6) On and after the Effective Date, Appendix A of the Protocol is amended to again include the asserted traditional territory of the Haisla Nation set out in Appendix C.
- 7) On or after the Effective Date, the Province will, subject to appropriations by the Legislature and in accordance with the *Financial Administration Act* [RSBC 1996] c. 138 and any workplans and budgets agreed to by the Parties, provide Coastal First Nations with \$30,000.
- 8) The Province will, subject to appropriations by the Legislature and in accordance with the *Financial Administration Act* and any workplans and budgets agreed to by the Parties provide Coastal First Nations with \$30,000 annually, for a period of three years, commencing on April 1st, 2012.
- 9) In respect of the Haisla Nation, the Parties agree that the Reconciliation Protocol is amended, as follows:
 - a) Schedule B of the Reconciliation Protocol is not applicable to the Haisla Nation;

- b) the forest license commitments for the Haisla Nation referred to in section 1 of Schedule D of the Reconciliation Protocol have been rescinded; and
- c) the Province will consult with and, where appropriate, accommodate the Haisla Nation in respect of any proposed Land and Resource Decision that may adversely impact the asserted aboriginal rights, including aboriginal title of the Haisla Nation, in accordance with the processes set out in Appendix D.

Signed on behalf of the Parties, as follows:

Coastal First Nations

Province of British Columbia

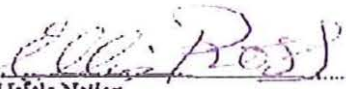

Wulkinuxw Nation Date OCT 31/11


Minister of Aboriginal Relations and Reconciliation Date 11.21.11



Gitga'an First Nation Date Oct 31/11


Haisla Nation


Metlakatla First Nation Date 31 Oct 2011


Haisla Nation Date 11.21.11


Nuxalk Nation Date Nov. 1, 2011


Kitasoo-Indian Band Date 7 Nov 2011


Heiltsuk Nation Date Nov. 25, 2011

Appendix A

Reconciliation Protocol

(Amending Agreement, 2010 and the Reconciliation Protocol, 2009)

Amending Agreement, 2010

BETWEEN

WUIGINUXV NATION

METLAKATLA FIRST NATION

KITASOO INDIAN BAND

HEILTSUK NATION

GITGA'AT FIRST NATION

NUXALK NATION

(Each a "Nation" or "First Nation" and collectively, the "Coastal First Nations")

AND

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

as represented by the Minister of Aboriginal Relations and Reconciliation

(collectively, the "Province")

WHEREAS The Nuxalk Nation supports the United Nations Declaration on the Rights of the Indigenous Peoples as the most comprehensive, universal international human rights instrument explicitly addressing the economic, social, cultural, political, spiritual and environmental rights of Indigenous Peoples

WHEREAS Section 13 of the Reconciliation Protocol ("the Protocol") contemplates that additional First Nations may join the Protocol and section 13.2 sets out a process to complete the addition;


WHEREAS The Province and the five Coastal First Nations wish to include the Nuxalk Nation in their Protocol, signed in December, 2009, and attached to this Agreement as Schedule One;

THEREFORE the Province, the five Coastal First Nations and the Nuxalk Nation, hereby agree as follows.


- 1) This Amending Agreement, 2010, will take effect on the date that it is signed by the Province, the five Coastal First Nations and the Nuxalk Nation (the "Effective Date").
- 2) On and after the Effective Date, the word "Parties" in the Protocol is amended, to include the Nuxalk Nation.
- 3) On and after the Effective Date, the Nuxalk Nation is a Party to the Protocol.


- 4) This Amending Agreement, 2010, may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one Amending Agreement, 2010.
- 5) A map that includes the ancestral territory over which the Nuxalk asserts aboriginal rights, including title is attached as Schedule Two, to this Amending Agreement, 2010.
- 6) On and after the Effective Date, Appendix A of the Protocol is amended to include the asserted traditional territory of the Nuxalk Nation set out in Schedule Two.
- 7) On or after the Effective Date, the Province will, subject to appropriations by the Legislature and in accordance with the *Financial Administration Act* and any workplans and budgets agreed to by the Parties, provide Coastal First Nations with \$50,000.
- 8) The Province will, subject to appropriations by the Legislature and in accordance with the *Financial Administration Act* and any workplans and budgets agreed to by the Parties provide Coastal First Nations with \$50,000, annually, for a period of 4 years commencing on April 1st, 2011.


**SIGNED ON BEHALF OF THE
NATIONS AND FIRST NATIONS,
as represented by:**

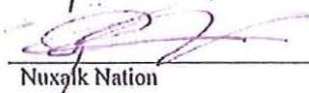
 Dec 7 2010
Wukinuxy Nation Date

 Dec 7 2010
Metlakatla First Nation Date

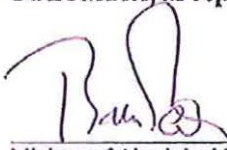
 Dec 7, 2010
Kitsoo Indian Band Date

 Dec. 7, 2010
Haida Nation Date

 Dec. 7/2010
Gitga'at First Nation Date

 Dec 7/10
Nuxalk Nation Date

**SIGNED ON BEHALF OF HER
MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH
COLUMBIA, as represented by:**

 Dec. 7, 2010
Minister of Aboriginal Relations and Reconciliation Date

Schedule One

Reconciliation Protocol

RECONCILIATION PROTOCOL
("Protocol")

Dated for reference December 10, 2009

BETWEEN:

WUIKINUXV NATION
METLAKATLA FIRST NATION
KITASOO INDIAN BAND
HEILTSUK NATION
HAISLA NATION
GITGA'AT FIRST NATION
(Each a "Nation" or "First Nation" and collectively the "Coastal First Nations")

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA as represented by the Minister of Aboriginal Relations and Reconciliation
(The "Province")

WHEREAS

1. In 2001, the Nations and First Nations and the Province entered into the *General Protocol Agreement on Land Use Planning and Interim Measures* whereby they committed to work together in a spirit of mutual recognition, respect and reconciliation to resolve land use conflicts and implement interim measures initiatives.
2. In 2006, each of the Nations, First Nations and the Province entered into a *Strategic Land Use Planning Agreement* ("SLUPA"), and collectively as the Coastal First Nations entered into the *Land and Resource Protocol* ("LRPA") with the Province, whereby they committed to work on a Government to Government basis to implement their land use decisions and Ecosystem-Based Management.
3. The Province acknowledges that the Nations and First Nations have aboriginal title, rights and interests within their traditional territories and this Reconciliation Protocol is a bridging step to a future reconciliation of those aboriginal title, rights, and interests with provincial title, rights, and interests.

4. The Parties recognize that the successful implementation of this Protocol, and the building of cooperative working relations, will depend upon their ability and willingness to recognize, explore and resolve differences which arise between them.
5. In the spirit of the New Relationship and the Transformative Change Accord, the Parties now wish to establish further understandings and commitments that focus on:
 - a) creating a more collaborative, coordinated and efficient approach to land and resource Engagement and decision making; and
 - b) developing and implementing resource revenue sharing and other economic policies and initiatives that enable the Nations and First Nations to make progress toward socioeconomic objectives.
6. The Parties recognize that the Council of the Haida Nation is a member of the Coastal First Nations and that it will enter into the Haida Reconciliation Protocol with the Province.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. Definitions

In this Protocol, Appendix A and Schedules A to B, the following definitions apply:

“Coastal First Nations” is all of the Nations and First Nations that are signatory to this Protocol and the Council of the Haida Nation, as well as, Old Massett Village Council and Skidegate Band Council who are all working collectively.

“Engagement” means the process in Schedule B, designed by the Parties to assist them in satisfying the legal obligations of the Parties to consult and where appropriate accommodate, as described by the Supreme Court of Canada in *Haida Nation v. British Columbia (Ministry of Forests)*, 2004 SCC 73 and *Taku River Tlingit v British Columbia (Project Assessment Director)*, SCC 74, which includes formal information sharing and discussions between Provincial Agencies and Applicable Nations and First Nations in relation to Land and Resource Decisions, and includes provision to the Nations and First Nations of all relevant, available information about potential significance of impacts;

“Government to Government” means formal bilateral discussions between the Parties or their designated Representatives;

“Parties” means each Nation or First Nation and the Province; and

“Representatives” means the representatives appointed by each Nation or First Nation, by the Coastal First Nations, or by the Province for the purposes of engaging in discussions and work activities under this Protocol;

2. Geographic Area and Parts of this Protocol

- 2.1. This Protocol applies within the traditional territories of the Nations and First Nations identified on the map in Appendix A.
- 2.2. This Protocol consists of the preamble, sections 1 to 15, Schedules A, B, C, D, E and Appendix A.

3. Purpose

- 3.1. This Protocol, in the spirit of the principles of the New Relationship and Transformative Change Accord, is intended to:
 - a) confirm and renew government to government arrangements through which the Parties can work collaboratively on the shared decision making and transformative change agenda;
 - b) provide a framework for land and resource decision making that is more efficient, effective and responsive to the interests of each Nation or First Nation and the Province;
 - c) establish agreement on carbon offset, revenue sharing and other economic measures and strategies that will assist the Nations and First Nations to achieve progress toward socioeconomic objectives; and
 - d) confirm the activities to be undertaken by the Coastal First Nations and their legal institutions on behalf of the Nations and First Nations.
- 3.2. Specific understandings related to the topics set out in 3.1 are defined in schedules attached to this Protocol, including the following:
 - a) Provincial Legislation Associated with Provincial Land and Resource Decisions (Schedule A);
 - b) Engagement Framework (Schedule B);
 - c) Resource Revenue and Carbon Offsets Sharing (Schedule C);
 - d) Economic Opportunities (Schedule D);
 - e) Regional Economic Strategies (Schedule E)

4. Responsibilities and Authorities

Nations and First Nations

- 4.1. Each Nation and First Nation will implement this Protocol in accordance with its provisions.

Coastal First Nations

- 4.2. The Coastal First Nations has been mandated by the Nations and First Nations to:
- a) undertake regional strategic planning related to land and resources, including shared decision-making, revenue sharing and economic initiatives;
 - b) liaise with the Province on policies and issues related to land and resources;
 - c) establish the Great Bear Business Corporation and develop regional economic strategies related to shellfish aquaculture, tourism, carbon credit, etc;
 - d) support capacity-building initiatives with the Nations and First Nations, including revenue-sharing initiatives, as well as institutional and human resource development;
 - e) support and provide coordination for the implementation of this Protocol on behalf of the Nations and First Nations;
 - f) provide support for resolution of issues arising between the individual Nations or First Nations;
 - g) pursue Government to Government discussions related to the implementation of this Protocol; and
 - h) other matters as agreed to by the Nations and First Nations.

The Province

- 4.3. The Province will implement this Protocol in accordance with its provisions.

5. Governance Framework

- 5.1. The Parties will establish a governance forum with a mandate to support the implementation of this Protocol.
- 5.2. The forum will have three levels to be defined further in a terms of reference mutually agreed to by the Parties:
- a) Executive Level: the board of directors or the executive committee of the Coastal First Nations and the Ministers of the Province, or their designated representatives, will meet on an as needed basis to monitor progress on

implementation of this Protocol and if necessary perform high level problem solving.

- b) Working Group: senior representatives of the Coastal First Nations and the Province will meet quarterly or as needed to oversee and manage implementation of this Protocol, including disputes that may arise at the technical level; and
- c) Technical Team(s): technical representatives of the Coastal First Nations and the Province will meet on an as needed basis to address technical aspects of the implementation of this Protocol and to deal with specific projects at the discretion of the Working Group.

5.3. Through the governance forum, the Parties will have Government to Government discussions and undertake work activities that support effective and efficient implementation of this Protocol, including:

- a) sharing information;
- b) discussing legislative, policy, strategic or regional issues that are of interest to the Parties;
- c) coordinating activities intended to improve land and resource management decisions and related Engagement processes;
- d) having discussions on sustainable economic development and the sustainable use and development of land and resources;
- e) working toward further implementation of the principles outlined in the New Relationship and Transformative Change Accord;
- f) supporting implementation of this Protocol; and
- g) discussing other matters which are agreed to by the Parties.

5.4. The Parties agree that commitments in the LRPA and the SLUPAs, and not presently included in this Protocol, will be reviewed by the Parties, and work activities to support their continued implementation will be identified in a separate schedule within 90 days of the signing of this Protocol.

5.5. The Parties agree that this Protocol provides for an Engagement Framework which fulfills the requirements identified in the SLUPAs sections 7.6 and 7.7 and establishes a mechanism for shared decision-making with respect to land and resource use and management.

6. Shared Decision Making

- 6.1. The Nations and First Nations and the Province will follow the Engagement Framework for land and resource decision-making set out in Schedule B, which is intended to establish a more collaborative, coordinated and efficient approach to land and resource Engagement and decision making.
- 6.2. The Parties agree that implementation of the Engagement Framework is a step toward shared decision making and is intended to reduce or avoid the number of land and resource disputes and minimize the need for the Parties to engage in litigation or other types of formal dispute resolution.
- 6.3. This Protocol does not change or affect the positions any of the Parties have, or may have, regarding its jurisdiction, responsibilities and/or decision-making authority, nor is it to be interpreted in a manner that would affect or unlawfully interfere with that decision-making authority.
- 6.4. Section 6.3 is not intended to prevent the Parties from considering this Protocol and its Schedules in the exercise of their decision making authority.
- 6.5. The Parties agree that they will rely on the Engagement Framework process in Schedule B to endeavour to meet their legal Engagement obligations.

7. Revenue Sharing

- 7.1. The Parties agree to implement the Carbon Offset measures identified in Schedule C.
- 7.2. The Parties agree to discuss opportunities related to revenue sharing on new major resource development projects that may be proposed within the traditional territories of the Nations and First Nations.

8. Economic Opportunities

- 8.1. The Parties agree to implement the measures in Schedule D – Economic Opportunities.
- 8.2. The Parties agree to pursue discussions regarding other economic opportunities that would enable progress toward the Transformative Change Accord.

9. Economic Strategies

- 9.1. The Parties agree to implement the measures identified in Schedule B -- Economic Strategies.
- 9.2. The Parties agree to pursue discussions regarding other economic strategies that would enable progress toward the Transformative Change Accord.

10. Stakeholders

- 10.1. The Parties share the objective of pursuing productive ways in which stakeholder interests can be addressed by decisions and engagements related to this Protocol.

11. Resourcing

- 11.1. The Parties acknowledge that this Protocol is of mutual benefit and the cost of implementation should be jointly funded.
- 11.2. The Province will, subject to appropriations by the Legislature, and in accordance with the *Financial Administration Act* and any workplans and budgets agreed to by the Parties provide Coastal First Nations with \$600,000 per year to support the Nations', First Nations' and the Coastal First Nations' implementation of this Protocol for a period of 5 years commencing April 1st 2010.
- 11.3. Upon signing of this Protocol by the Parties the Province will provide \$200,000 to the Coastal First Nations, to commence implementation of this Protocol.
- 11.4. The Nations and First Nations, subject to successful implementation of the revenue sharing measures identified in Schedule D, will use portions of those revenues to support the implementation of this Protocol.

12. Representation and Warranties

- 12.1. The Province represents and warrants that it has the authority to enter into this Protocol and to make the commitments and representations in this Protocol.
- 12.2. The Nations and First Nations represent and warrant that they have the authority to enter into this Protocol and to make the commitments and representations in this Protocol.

13. Amendment

- 13.1. This Protocol may be amended in writing from time to time, upon the written agreement of the Parties.
- 13.2. The Parties may jointly agree in writing to recognize other First Nations or Provincial parties to this Protocol.

14. Effective Date and Termination

- 14.1. This Protocol will take effect once the Parties have obtained their necessary authorizations and have signed the Protocol.
- 14.2. Notwithstanding 14.1, the schedules set out specific implementation dates.

- 14.3. Either the Province or all participating Nations and First Nations, (collectively the Coastal First Nations), may terminate this Protocol by providing the other Parties forty-five (45) business days advance written notice and stating the reasons for termination.
- 14.4. Withdrawal from this Protocol by an individual Nation or First Nation is not a termination by a Party pursuant to 14.3, and the Nation or First Nation will advise the remaining Parties of any withdrawal by providing forty-five (45) business days written notice stating the reasons for the withdrawal.

15. General Terms


- 15.1. Other than as expressly indicated in this Protocol, this Protocol does not create, recognize, define, deny, limit, or amend any of the responsibilities or rights of the Parties.
- 15.2. Except as the Parties may agree, in the future, in writing, this Protocol will not limit any position either Party may take in future negotiations or legal proceedings.
- 15.3. There will be no presumption that any ambiguity in any of the terms of this Protocol should be interpreted in favour of any Party.
- 15.4. The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items listed immediately after the general statement or term. The general statement or term is to be construed to refer to all other items that may reasonably fall within a broad scope of the general statement or term.
- 15.5. This Protocol is not intended to affect any obligations that tenure or permit holders or other third parties may owe to the Nations or First Nations.
- 15.6. Nothing in this Protocol affects the ability of the Parties to respond to any emergency circumstances.
- 15.7. The Parties will monitor progress in the "New Relationship" discussions and, at the request of either Party, consider whether to amend this Protocol to reflect developments in those discussions.
- 15.8. This Protocol is not a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982.
- 15.9. Concluding a comprehensive treaty agreement with the Province and Canada by any of the Coastal First Nations does not preclude those First Nations from remaining a Party to this Protocol.

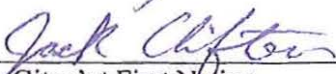
IN WITNESS WHEREOF the Parties hereby execute this Protocol as of the date first written above

Signed this 10 day of December, ²⁰⁰⁹ on behalf of:

ON BEHALF OF THE NATIONS AND
FIRST NATIONS, as represented by:


Wuikinuxv Nation

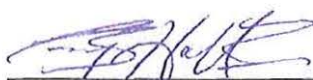

Witness


Gitga'at First Nation


Witness

Haisla Nation


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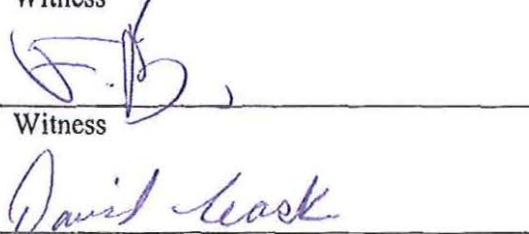

Kitasoo Indian Band


Witness

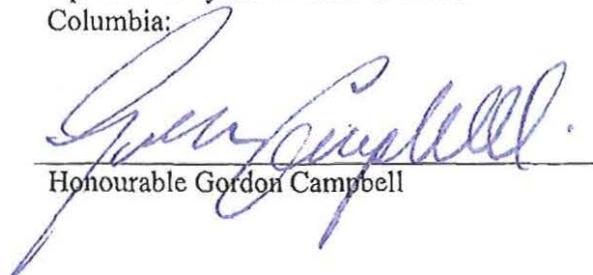
Heiltsuk Nation

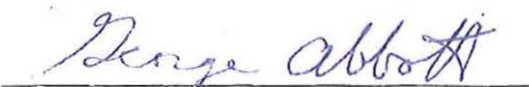
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Metlakatla First Nation

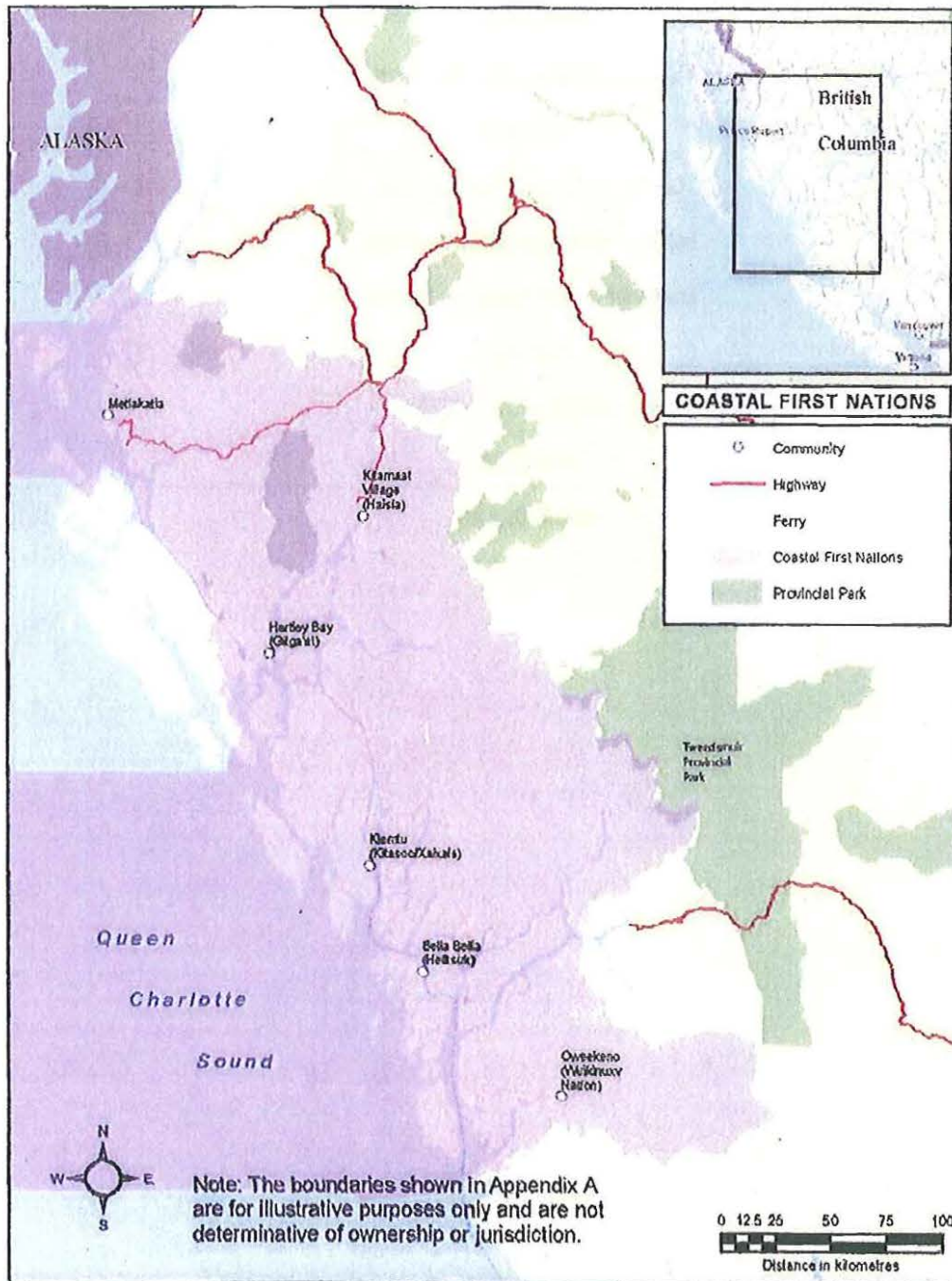

Witness

SIGNED ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as
represented by the Premier of British
Columbia:


Honourable Gordon Campbell


Witness

Appendix A Geographic Area of this Protocol



Schedule A

Provincial Legislation Associated with Provincial Land and Resource Decisions

Forest Act

Forest and Range Practices Act

Land Act

Lands, Parks and Housing Act

Integrated Pest Management Act

Environmental Management Act

Park Act

Protected Areas of BC Act

Water Act

Wildlife Act

Schedule B
Engagement Framework

1. Definitions

- 1.1. The additional defined terms used in this Schedule have the same meaning in the main body of this Protocol and its other Schedules, except where otherwise indicated.

"Applicable Nation or First Nation" means a Nation or First Nation that may be affected by a Land and Resource Decision;

"Applicant" means a person, corporation, or entity, or their agent that has submitted an Application requiring a Land and Resource Decision;

"Application" means a proposal submitted by an Applicant to a Provincial Agency for a Land and Resource Decision.

"Engagement Level" means the levels described in Table 1 of this Schedule;

"Implementation Date" means the date 6 months after the signing of this Protocol at which point Schedule B will be implemented;

"Land and Resource Decision" means an administrative or operational decision, or the approval or renewal of a tenure, permit, or other authorization;

"Provincial Agency" means the Provincial ministry or agency that has authority to manage the review and consideration of a Land and Resource Decision;

"Representatives" means the representatives appointed by a Provincial Agency or a First Nation for the purposes of Engagement; and

"Tenure Holder" means a person, corporation, or entity, or their agent who holds a tenure or permit awarded under Provincial legislation.

2. Engagement Framework

- 2.1. The Parties will use the Engagement Framework in Table 1 of this Schedule to guide Engagement on potential Land and Resource Decisions and the Engagement Framework will be implemented upon the Implementation Date.

3. Engagement Initiation

- 3.1. Provincial Agencies will, at the earliest opportunity, inform Applicants of this Engagement Framework, and, as appropriate direct Applicants to contact and provide application information directly to Applicable Nation(s) or First Nation(s).

- 3.2. Upon receiving an Application or when contemplating a Land and Resource Decision Provincial Agencies will initiate Engagement by providing Applicable Nation(s) or First Nation(s) with an information package containing:
- a) a description of the type and characteristics of the potential Land and Resource Decision;
 - b) the identity and contact information of the Applicant or Tenure Holders that may or will be affected by the potential Land and Resource Decision;
 - c) a description of the location or geographic area that will be affected by the potential Land and Resource Decision;
 - d) relevant and available Applications, documents, studies and assessments; and
 - e) a description of the proposed Engagement Level and a supporting rationale for that proposal.
- 3.3. The Nation or First Nation will confirm receipt of the information package and, within 10 business days of receipt, advise the Provincial Agency whether:
- a) no further Engagement is required; or
 - b) the proposed Engagement Level is appropriate, and if not what other level is needed along with supporting rationale.
- 3.4. If a Nation or First Nation requests a different Engagement Level, the Representatives will attempt to reach consensus on the Engagement Level within 2 business days. In the absence of consensus a third party, agreed to by the Parties, will make a binding decision on the Engagement Level.
- 3.5. If an Applicable Nation or First Nation does not provide a response within 10 business days, the Provincial Agency will:
- a) if Engagement Level 1 was proposed, proceed to make the Land and Resource Decision and notify the Nation or First Nation of the decision; or
 - b) proceed to engage with the Nation or First Nation at the proposed Engagement Level.
4. Engagement Process (Levels 2 through 5)
- 4.1. Following Engagement initiation, the Nation or First Nation will, within the timeframes specified in Table 1, provide the relevant Provincial Agency with an Engagement response that identifies any issues or potential infringements that may exist in relation to the potential Land and Resource Decision.

- 4.2. If a response is not received from the Nation or First Nation within the response timeframes specified in Table 1, the Provincial Agency may proceed to make the Land and Resource Decision, but before doing so will advise the Nation or First Nation of the potential Land and Resource Decision, including the details of any measures that may be taken to accommodate any potential infringements of aboriginal rights titles and interests.
- 4.3. Subject to 4.1, Representatives of the Provincial Agencies and Applicable Nation or First Nation, or the forum Working Group if required, will engage in the processes and timeframes specified in Table 1, which include as appropriate to the Engagement Level:
- a) Level 2,3 and 4 – Nation or First Nation and Provincial Agency Representatives sharing information and holding discussions to develop recommendations for the potential Land and Resource Decision(s);
 - b) Level 2, 3, and 4 -- where agreed upon, Nation or First Nation and Provincial Representatives forwarding policy issues or other regional matters to the forum Working Group for their review and consideration;
 - c) Level 3 and 4 – Nation or First Nation and Provincial Agency Representatives reviewing additional information that the Representatives agree is required to fully assess identified issues or potential infringements of aboriginal title, rights and interests;
 - d) Level 4 – Nation or First Nation Representatives sharing information and having discussions to develop common views and recommendations in relation to potential Land and Resource Decisions that may affect shared areas; and
 - e) Level 5 -- if Parties agree, the forum Working Group meeting to share information and have discussions to develop recommendations regarding policy solutions or engagement for decision making in relation to special issues.

5. Land and Resource Decision Recommendations

- 5.1. To develop recommendations on potential Land and Resource Decisions, relevant Provincial and Nation or First Nation Representatives, or the forum Working Group as required, will review all available and relevant information and make recommendations on some or all of the following as appropriate to the Engagement Level:
- a) Level 2, 3 and 4 -- whether Applications or potential Land and Resource Decisions should be approved or rejected.
 - b) Level 2, 3 and 4 -- conditions that may apply to Land and Resource Decisions;
 - c) Level 3 and 4 -- degree and acceptability of a potential infringement and any measures to accommodate that infringement;

- d) Level 3 and 4 -- whether additional information is required to support full consideration of the potential Land and Resource Decision;
 - e) Level 4 -- identification of policy and legislative issues;
 - f) Level 5 -- engagement process and procedures that will be followed for Land and Resource Decisions that require a Level 5 Engagement.
- 5.2. In making recommendations, Representatives or the forum Working Group will consider and address some or all of the following as required:
- a) any applicable laws, policies or customs of the Parties;
 - b) consistency with any applicable land use plan, forest stewardship plan or management plan;
 - c) compatibility with any economic development strategy agreed to by the Parties;
 - d) potential environmental and economic effects of the proposed Land and Resource Decision;
 - e) potential infringement of aboriginal title, rights and interests and any measures developed to accommodate aboriginal title, rights and interests;
 - f) delivery of economic benefits to the Nation(s), First Nation(s) and other local communities.
- 5.3. Representatives, or the forum Working Group as appropriate, will make best efforts to achieve consensus in their recommendations, and will respect principles of natural justice and procedural fairness.
- 5.4. The Parties will review recommendations made by the Representatives or the forum Working Group and will make and implement decisions in accordance with their respective laws, regulations, policies, customs and traditions.
6. **Dispute Resolution**
- 6.1. Where indicated for the Engagement Levels in Table 1, if the Parties' Representatives are unable to reach consensus on a particular recommendation, the Representatives will within the timelines specified in Table 1 of this Schedule:
- a) exchange, in writing, a full description of the impasse, together with any respective concerns and interests and the proposed specific actions that could be taken to address the issues; and
 - b) meet to discuss the written descriptions and attempt to reach agreement on proposed specific actions.

- 6.2. If the Nation(s) or First Nation(s) and Provincial Agency Representatives are still unable to reach consensus in relation to a Level 3 or Level 4 recommendation, they will forward the issue to senior representatives of the Provincial Agency and the Nation or First Nation for direction and assistance.
- 6.3. If a dispute remains unresolved after completing the above steps in relation to a Level 4 recommendation, the matter may be referred to the forum Working Group by any Party which will make reasonable efforts to achieve consensus on the matter, and to do so may use alternative dispute resolution measures such as non-binding facilitation and/or mediation.
- 6.4. In a dispute related to a proposed Land and Resource Decision, the Provincial Agency's senior representative involved will not be the person to make the Provincial Decisions.
- 6.5. If a dispute remains unresolved after completing steps 6.1. to 6.3., each Party will inform the other Party, and the relevant Provincial Agency of any disagreement.
- 6.6. Following the exchange of information in 6.5, and within the identified timeframe in Table 1, the Parties will review the Representatives' recommendations, and other relevant information, and may proceed to have further discussion and/or make a decision in accordance with their respective laws, regulations, policies, customs and traditions; but before doing so will inform the other Parties.

7. Timeline Extensions

- 7.1. If a Provincial Agency or any Nation or First Nation is unable to engage within specified timelines, then the Provincial Agency, Nation or First Nation will notify the other Parties and request an extension and provide a reason for the proposed extension. The Parties may, by mutual agreement, extend the Engagement timeline. Subject to 14.3, consideration towards the consent of an extension will be undertaken in a fair and reasonable manner.
- 7.2. If no Engagement response is received by the end of an extended timeframe for the submission of the Engagement response, the Provincial Agency may consider making a Land and Resource Decision without further Engagement.

8. General

- 8.1. Information sharing under the Engagement Framework is preferable in an electronic format when appropriate.
- 8.2. Only with prior written agreement of the applicable Nation or First Nation, as appropriate, will specific discussions that take place in the forum Working Group be considered part of Engagement towards meeting lawful obligations.

- 8.3. If the process and timelines of an Engagement Level conflict with a process or timeline specified in legislation, the legislative process or timeline will prevail to the extent of the conflict. If an Engagement timeframe in this Protocol specifies a timeline that is less than a consultation timeline specified in legislation, the legislative timeline prevails, if the legislative timeline affords an adequate Engagement opportunity to the affected Nation(s) or First Nation(s).
- 8.4. With agreement by all of the Parties or the Provincial Agency and one or more individual Nations or First Nations, Engagement on Land and Resource Decisions can be pursued in batches and/or on a pre-determined schedule.
- 8.5. A Provincial Agency may request an Applicant to undertake specific procedural aspects of the Engagement process while engaging with the applicable Nation or First Nation in a manner that is consistent with this Protocol.
- 8.6. The Parties will review implementation of the Engagement Framework on an annual basis and undertake discussions with the goal of improving the efficiency and effectiveness of the Engagement Framework.
- 8.7. The forum Working Group will meet as soon as practical upon signing of this Protocol and appoint a Technical Team that will be responsible for:
 - a) recommending how the Engagement Framework applies to relevant Land and Resource Decisions; and
 - b) developing an Implementation plan for the Engagement Framework.

Table 1 – Engagement Framework

Decision Characteristics	Engagement Level	Process Overview	Process Timeframe
<ul style="list-style-type: none"> • Significant potential for infringement of aboriginal, rights, title and interests • Land and Resource Decision may affect more than one Nation or First Nation • Involves more than one decision by more than one Provincial Agency 	Level 5 Special Projects	<p>In addition to Level 1:</p> <ul style="list-style-type: none"> • Parties pursue Government to Government discussions through the Forum Working Group to reach agreement on engagement process. • Forum Working Group provides coordination for agreed upon process. 	<ol style="list-style-type: none"> 1. Confirmation of Receipt and Determination of Engagement Level: 10 – 12 business days 2. Process Recommendations: Within 45 business days after #1.
<ul style="list-style-type: none"> • Land and Resource Decision will affect more than one Nation or First Nation 	Level 4 Complex	<p>In addition to Level 2 and 3:</p> <ul style="list-style-type: none"> • Coastal First Nations facilitates discussions between Nation or First Nation Representatives to develop common views and joint recommendations for shared areas. • Where requested by the Parties, the Forum Working Group pursues G2G discussions to attempt to resolve outstanding issues or reach consensus on policy recommendations. 	<ol style="list-style-type: none"> 1. Confirmation of Receipt and Determination of Engagement Level: Within 10 - 12 business days after receipt of information package 2. Response and Recommendations: Within 40 business days after #1 3. Dispute Resolution: Complete within 20 business days after #2. 4. Decision: 72 business days maximum before the Parties proceed to the consideration of Land and Resource Decision.
<ul style="list-style-type: none"> • Potential Land and Resource Decision covers relatively large geographic area within a traditional territory, or addresses a complex issue identified 	Level 3 Standard	<p>In addition to Level 2:</p> <ul style="list-style-type: none"> • Additional information regarding potential impacts or infringements reviewed by Representatives, if required. • Representatives engage to develop recommendations regarding accommodation of potential infringements of aboriginal, rights, 	<ol style="list-style-type: none"> 1. Confirmation of Receipt and Determination of Engagement Level : Within 10 - 12 business days after receipt of information package 2. Response and

<ul style="list-style-type: none"> by a Nation or First Nation. Potential Land and Resource Decision may infringe aboriginal rights, title, and interests. 		<p>titles and interests, if required.</p> <ul style="list-style-type: none"> The Parties review additional information related to potential infringements, if required. 	<p>Recommendations: Within 30 business days of #1.</p> <ol style="list-style-type: none"> (Dispute Resolution: Complete within 20 business days of #2.) Decision: Total of 62 business days maximum before the Parties proceed to the consideration of Land and Resource Decision.
<ul style="list-style-type: none"> Potential Land and Resource Decision covers a relatively small geographic area Land and Resource Decision may have environmental or economic effects and impact 	Level 2 Limited	<ul style="list-style-type: none"> Provincial Agency provides Applicable Nation or First Nation(s) with information package. Nation or First Nation reviews information package and provides response identifying potential issues. Representatives engage to develop recommendations for Land and Resource Decision. The Parties review recommendations and proceed to consideration of Land and Resource Decision. Dispute resolution (if required) 	<ol style="list-style-type: none"> Confirmation of Receipt and Determination of Engagement Level : Within 10 - 12 business days after receipt of information package Response and Recommendations: Within 20 business days of #1. (Dispute Resolution: Complete within 10 business days of #2.) Decision: Total of 42 business days maximum before Provincial Agency proceeds to the consideration of Land and Resource Decision.
<ul style="list-style-type: none"> No identified impact; or Applicable Nation(s) or First Nation(s) supports the proposed Land and Resource Decision 	Level 1 Information Sharing	<ul style="list-style-type: none"> Provincial Agency provides information about potential Land and Resource Decision and proposed Engagement Level to Applicable Nation(s) or First Nation(s). If information sharing reveals no further engagement is required, the Parties proceed with Land and Resource Decision; or Representatives proceed with identified Engagement Level 	<ol style="list-style-type: none"> Confirmation of Receipt and Determination of Engagement Level : Within 10 - 12 business days after receipt of information package Decision: If no further Engagement required, the Parties proceed to consideration of Land and Resource Decision

Schedule C
Carbon Offsets Sharing

1. Purpose: The Parties share the goals of:
 - a. developing environmentally credible and marketable forest carbon offsets. These offsets would be associated with the additional sequestration and resulting greenhouse gas reductions from the creation of protected areas and changes to forestry practices ("Offsets") in the North and Central Coast land use planning area ("Land Use Planning Area");
 - b. researching the eligible program criteria, the appropriate offset protocol, and the requirements for offset project plans. These research findings will inform the Parties of the potential standards for qualifying carbon reductions that could be converted to marketable Offsets; and
 - c. entering into an "Offset Sharing Agreement" that would enable the Parties to share the Qualifying Offsets.
2. Scope of Activities: In order to build the framework for creating qualifying carbon reductions, the Parties recognize the following must be accomplished:
 - a. identification of potential offset programs that may provide credibility and economic value to the Parties such as: the B.C. *Greenhouse Gas Reductions Target Act*; the Western Climate Initiative, Environment Canada's offset program, the Climate Action Registry, and any other offset programs that the Parties may agree upon ("Offset Programs");
 - b. development, by August 31, 2010, of appropriate and credible models for estimating and proving long term projections of the additional carbon sequestration that will occur in the Land Use Planning Area as a result of new conservation measures and changes to forest practices;
 - c. development, by August 31, 2010, of a protocol describing the technical basis and standards for the quantification of carbon reductions from the creation of protected areas and from changes to forest management which could be applicable in the Land Use Planning Area ("Protocol"). This Protocol will reflect the standards of, and be suitable for designation under, the B.C. *Greenhouse Gas Reductions Target Act* and any other agreed-upon offset programs, such as the Western Climate Initiative and the Climate Action Registry; and
 - d. development of a process for validation or approval of a forests conservation project plan, or other documents, which;

- i. is appropriate for the B.C. *Greenhouse Gas Reductions Target Act*, and any agreed-upon Offset Programs;
 - ii. is eligible for approval for quantifying specific carbon reductions; and
 - iii. identifies who is responsible for carrying out the development, validation, and approval of a project plan or other documents and for paying the costs of these steps.
- 3. **Offset-Sharing Agreement:** Based on the results of completing the development work under section 2, the Parties will make best efforts to negotiate an Offsets Sharing Agreement by September 30, 2010.
 - a. The Offsets Sharing Agreement will provide to the Parties a share of the total annual reductions from sources, sinks and reservoirs in the Land Use Planning Area that result from the carrying out of the conservation and changes to forest practices in the Land Use Planning Area ("Qualifying Offsets") for the purpose of allowing the Parties to have such offsets recognized under the chosen programs.
 - b. The Parties acknowledge that some mutually agreed upon portion of the total annual Qualifying Offsets will be reserved and held outside of the Offsets Sharing Agreement in order to account for potential future participation in similar agreements of other First Nations whose territories are within the Land Use Planning Area.
 - c. The Agreement will set out how the total annual share of Qualifying Offsets will be distributed to the Coastal First Nations, less amounts under 3.b., based on the following priorities:
 - i. as first priority, a dedicated amount of each year's verified Qualifying Offsets, in tonnes, agreed to by the Parties to cover the cost to the Coastal First Nations of implementing, managing and administering the Offset Sharing Agreement;
 - ii. as second priority, a dedicated amount of each year's verified Qualifying Offsets, in tonnes, to be agreed to by the Parties, to cover the cost to the Coastal First Nations in meeting its obligations under this Reconciliation Protocol after taking into consideration any other revenues also provided under this Reconciliation Protocol {Protocol}; and
 - iii. as third priority, the Parties will each receive 50% of the remaining tonnes of each year's verified Qualifying Offsets, from the project.

4. Other Matters: The Agreement will contain provisions for:

- a. the review and monitoring of forest carbon data and models used to establish the quantum of Qualifying Offsets over the life of the Agreement;
 - b. the ownership of the Qualifying Offsets or Offset rights and the legal form and transfer of Qualifying Offsets or Offset rights will be defined;
 - c. the project, Offsets and agreements not creating any title or interest in land in the Land Use Planning Area;
 - d. the project and ownership and legal characterization of Offsets not prejudicing positions Parties may take on aboriginal rights and title or in treaty negotiations;
 - e. liability and managing risks of impermanence and reversals of Qualifying Offsets over time;
 - f. the responsibilities for transaction costs associated with validation, verification, monitoring, marketing costs, and management of any Offset revenue;
 - g. requirements that may enable Coastal First Nations participation in Pacific Carbon Trust procurement processes;
 - h. periodic review of the implementation of the Agreement;
 - i. dispute resolution; and
 - j. any other components agreed to by the Parties.
5. The Parties agree to continue discussions on sharing of additional emission reduction opportunities for renewable energy and other environmental attributes that may arise from land use measures.

Schedule D

Economic Opportunities

1. Forestry

- 1.1. The Minister of Forests and Range will enter into agreements with the Nations and First Nations that include a commitment to invite the Nations and First Nations to apply, on a non-competitive basis, for a replaceable, long term volume based forest licence for volumes outlined below:

Nation/ First Nation	Current Management Unit	Replaceable volume estimate (m ³ /year)
Gilga'at	North Coast TSA	15,800
Metlakatla	North Coast TSA	17,300
Kitasoo	TFL 25	14,500
Heiltsuk	Mid Coast TSA	47,000
Wuikinuxv	Mid Coast TSA	5,600
Haisla	TFL 41 (Kalum)	13,175 Off shore 37,399 On shore

Note that these volumes are subject to Chief Forester AAC decisions and Minister apportionment decisions for conservancy and EBM impacts.

*MFR and Haisla Nation will discuss the on-shore/ off shore split in the tenure opportunity agreement referenced in 1.1.

- 1.2. In addition to 1.1, non-replaceable volume tenures offered under the original Forest and Range Agreements (FRAs) will remain valid. Where licence documents have not been signed, the Nation or First Nation is expected to sign licence documents within a reasonable timeframe. Existing licences that have been issued are subject to the term of the licence document; however the licensor will consider extending the term of the licence to give the Nation or First Nation sufficient time to harvest the awarded volume.
- 1.3. MFR will work directly with the Nations and First Nations, on a priority basis, to assign operating areas for unplaced FRA licences and the new Nation or First Nation tenures, that are to the extent possible, located in the economic zones which have been identified by the Nations or First Nations in the Central Coast; or areas of interest which have been identified by the Nations or First Nations in the North Coast, TFL 25 and TFL 41.
- 1.4. Prior to completing the work in 1.3, the Province will consider governments market pricing objectives, and the interests and operations of other affected licensees in the management unit, including other non signatory Nation or First Nation licensees, to achieve fair and equitable chart area distributions.
- 1.5. In carrying out 1.3 and 1.4, the parties will avoid creating compensation obligations for the Province with respect to existing licensee and BCTS infrastructure and assets.

- 1.6. To support the Nations' and First Nations' goal of securing 50m³ per capita per year for a period of 5 years, after issuance of tenure opportunities in 1.1 and 1.2, MFR will consider additional non-replaceable tenure opportunities from unused volume :
- where feasible operating areas can be identified, and
 - where unused volume is available in the economic zones or areas of interest of the Nations or First Nations and associated management unit;
- 1.7. The total volume of additional tenures that may be issued under 1.6 will not exceed the volumes outlined below:

Nation/First Nation	Management Unit	Total lump sum unused volume (m ³)
Gitga'at	North Coast TSA	85,600
Motlakatla	North Coast TSA	93,700
Kitasoo	TFL 25	48,300
Heiltsuk	Mid Coast TSA	299,000
Wuikinuxv	Mid Coast TSA	35,600
Haisla	TFL 41 Off shore (requires operating area agreement with BCTS)	39,500
Total		601,700

*MFR and Wuikinuxv Nation will discuss the potential for additional forestry business opportunities that may be available to Wuikinuxv Nation outside the scope of this agreement.

- 1.8. Where the Nations and First Nations have an interest in purchasing or acquiring additional replaceable harvest volume from other forest licence holders, MFR will work with Nations and First Nations to facilitate such transactions
- 1.9. If new legislation and policy is put in place for a new form of area based tenure for Nations and First Nations, the Minister may consider converting the forest tenures identified in 1.1 to area-based tenures in the future.
- 1.10. MFR will continue to work with the Coastal First Nations to implement the commitments in the Deputy Minister's letter of March 2009.
- 1.11. The Parties agree to discuss, on a priority basis, other measures which may improve the economic viability of forestry operations in the Central and North Coast.
- 1.12. The Parties agree to discuss with the Coastal First Nations future forestry revenue sharing arrangements and proposals for new forms of First Nations forest tenures.
- 1.13. The Parties will discuss the MFR restricted non-replaceable forest licence initiative for the pulp and paper sector.

2. Conservancies and Tourism

- 2.1. The Ministry of Environment (MOE) and the Integrated Land Management Bureau (ILMB) will work with Nations and First Nations to achieve a substantial increase in Nations' and First Nations' economic participation in conservancies and the tourism sector, with the goal that:
- a) Nations and First Nations secure and develop an equitable portion of the permit and tenure opportunities in their traditional territory, and
 - b) opportunities will be provided based on demonstrated Nations' and First Nations' interests and stated intentions of permit and tenure opportunities in their traditional territory, and
 - c) development is sustainable, based on sound business planning and consistent with applicable provincial and federal legislation.
- 2.2. As a first step, MOE and ILMB will collaborate with Nations and First Nations to identify, on a priority basis, protected area¹ use and tourism opportunities which the Nation or First Nation has an interest in developing in their traditional territory.
- 2.3. Where a Nation or First Nation has identified an interest in a protected area use or tourism economic opportunity, MOE or ILMB, as appropriate, will work to award authorizations or set aside the identified opportunities for future use by the Nation or First Nation using any or all of the following:

For protected areas:

- a) direct award of permits consistent with any agreed upon conservancy management direction or management plan;
- b) offer the Nation or First Nation the right of first refusal to develop the opportunity; or
- c) award concession-style park use permits to manage operation of any or all of a set of specified compatible opportunities in a conservancy.

For tourism outside of protected areas

- a) issue *Land Act* tenures for intensive (infrastructure) and/or extensive (activity only) tourism use, upon successful adjudication of application; or
- b) enter into discussions regarding fee simple land disposition for identified intensive use opportunities.

¹ For the purposes of this Schedule, the term "protected area" refers to provincial parks, conservancies, and lands established as parks or conservancies under the *Environment and Land Use Act*.

- 2.4. Where a Nation or First Nation does not have capacity to immediately develop an identified permit opportunity, MOE will work with the Nation or First Nation to either:
- a) reserve the identified permit opportunity for a specified period of time (i.e. up to 10 years) to enable the Nation or First Nation to develop such capacity, or
 - b) award the identified opportunity to a third party for a specified period of time, at the end of which, renewal of the park use permit will be subject to the right of first refusal by the Nation or First Nation.
- 2.5. Where a Nation or First Nation does not have capacity to immediately develop an identified tourism tenure or permit opportunity, ILMB will work with the Nation or First Nation to:
- a) reserve the identified intensive use tenure opportunities for a specified period under the *Land Act*, to enable the Nation or First Nation to develop such capacity;
 - b) place a notation of interest over the identified extensive use tenure opportunities for a specified period under the *Land Act* to enable the Nation or First Nation to develop such capacity, and
 - c) continue to accept applications from third parties for the identified opportunities, and upon Engagement with Nations or First Nations and, if appropriate, issue the tenure for a specified period and use, with no guarantee of replacement.
- 2.6. If MOE or ILMB and the Nation or First Nation cannot reach agreement on the allocation of opportunities in a conservancy, the matter will be referred to the Parties' senior representatives or the governance forum Working Group for discussion and resolution.
- 2.7. The Parties, recognizing that existing permits and tenures may limit equitable access to economic opportunities by a Nation or First Nation, will engage in Government to Government discussions to seek policy or other resolution for such matters.

Schedule E

Economic Strategies

ALTERNATIVE ENERGY ACTION PLAN

PURPOSE:

The purpose of developing an "Alternative Energy Action Plan" is to advance the development of alternative energy projects on the Central and North Coast and Haida Gwaii. The integrated strategy will provide for substantial economic and employment benefits for the Nations and First Nations and for British Columbians.

KEY FEATURES:

The Action Plan will explore the following key features:

- Involvement of Independent Power Producers (IPPs), in cooperation with the impacted Nations or First Nations, as the leading players in the development of alternative energy projects;
- Consideration of options for the development of transmission infrastructure, including public-private partnership models and submarine transmission;
- Assessment of export opportunities for sale of power into the United States and/or Alberta;
- Clarification of the roles of B.C. Hydro and BC Transmission Corporation in the acquisition, delivery and potential export of alternative energy; and
- Development of a "coastal regional strategy" to define the volume of energy, generation technologies, location of projects, participants, and price structures for the Alternate Energy Plan.

APPROACH:

A small group comprised of senior representatives from IPPs, Coastal First Nations, B.C. Hydro, BCTC and the Province will undertake the work activities for the review with a report being submitted to the Ministers of Aboriginal Relations and Reconciliation and Energy, Mines and Petroleum Resources by June 30, 2010.

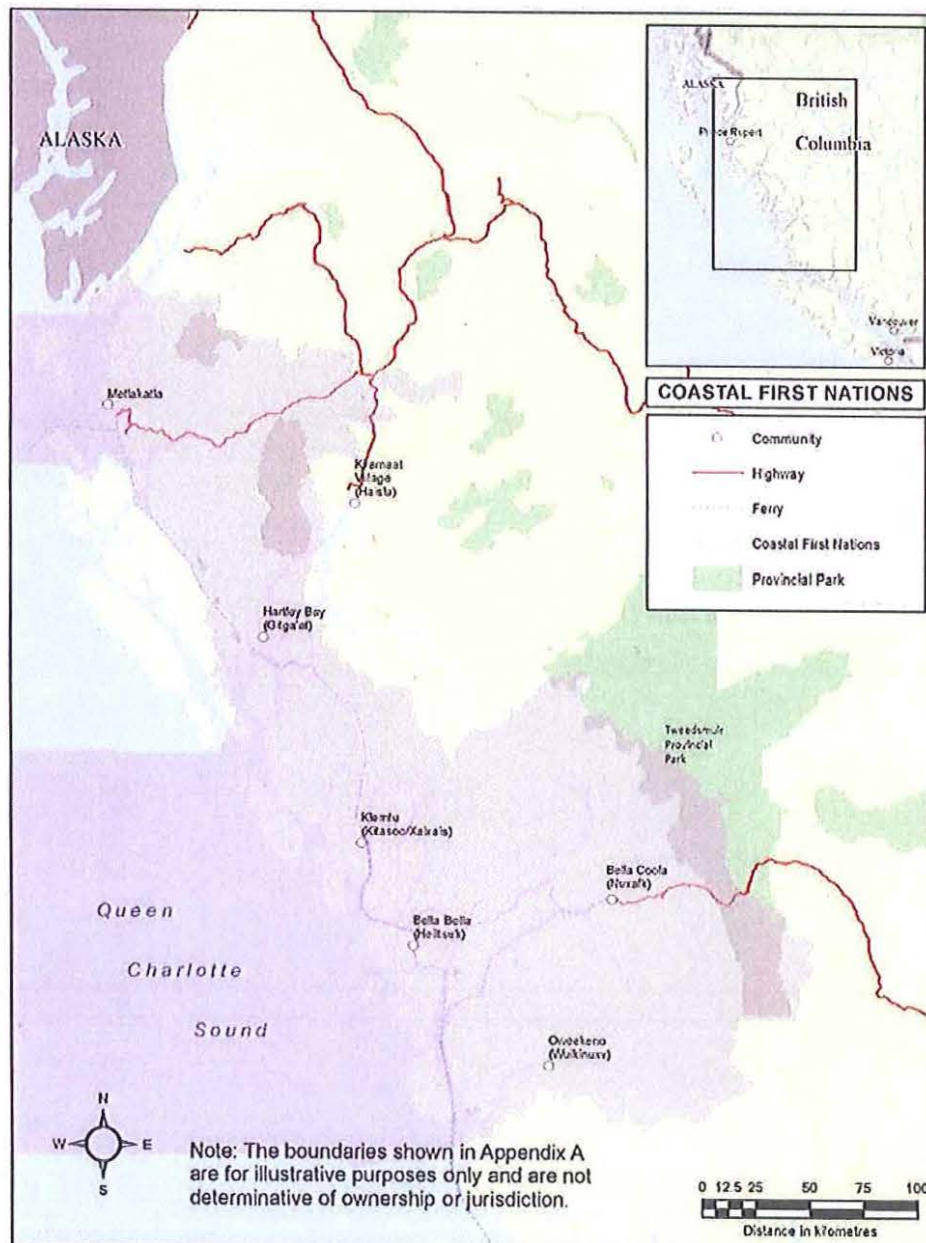
The Nations and First Nations acknowledge that development of an Alternative Energy Plan will provide a forum on how to address the Nations' and First Nations' economic interests arising from their aboriginal rights and title.

TRANSPORTATION

To accommodate the Northern Expedition, BC Ferries and the Province of British Columbia, subject to funding and regulatory approval, are exploring the possibility of constructing a new ferry terminal at or near Klemfu.

Schedule 2

Geographic Area of this Agreement

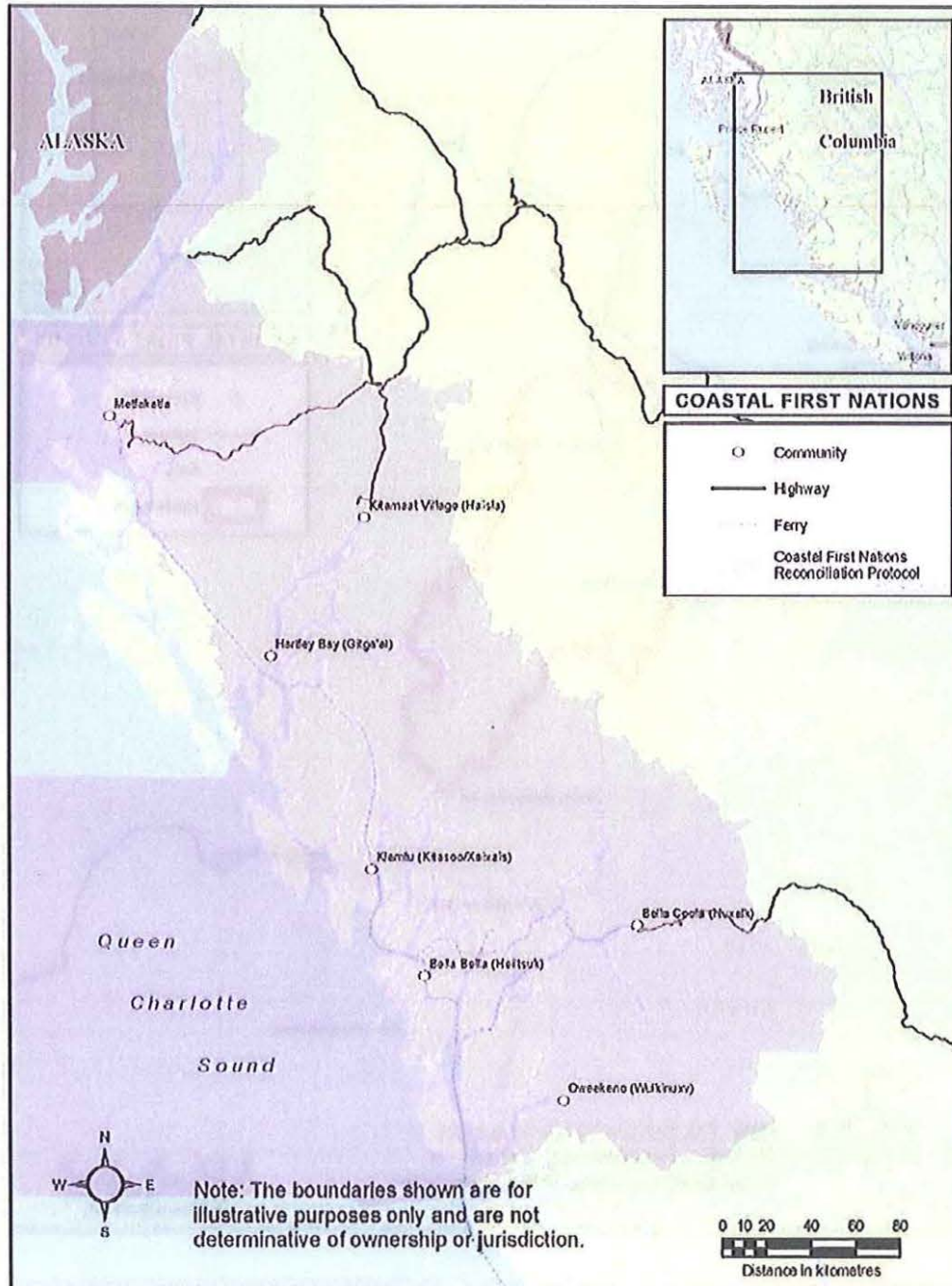


Appendix B Haisla Nation Traditional Territory



Appendix C

Reconciliation Protocol – Amended Geographic Area of this Agreement



Appendix D

Haisla Nation – Province Engagement Process

1. Schedule B “Engagement Framework” of the Reconciliation Protocol

- a) Notwithstanding anything to the contrary in the Reconciliation Protocol, Schedule B of that Protocol is not applicable to the consultation and accommodation process between the Province and the Haisla Nation.

2. Consultation and Accommodation Process between the Province and the Haisla Nation:

- a) The Province will consult and, where appropriate, accommodate the Haisla Nation in respect of any proposed Land and Resource Decision that could adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation.
- b) The Province and the Haisla Nation agree that their consultation and accommodation processes will be undertaken pursuant to the Province’s “Updated Procedures for meeting Legal Obligations when Consulting with First Nations, 2010”, as amended from time to time, to reflect new judicial decisions (the “Updated Procedures, 2010”).
- c) As provided for in the Updated Procedures, 2010, the consultation and accommodation process will reflect:
 - i. the strength of the asserted Haisla Nation claims of aboriginal rights, including aboriginal title; and
 - ii. the degree of any anticipated adverse impact upon the asserted aboriginal rights and aboriginal title of the Haisla Nation.
- d) In addition to Provincial laws, policies and guidelines, the Province and the Haisla Nation will adhere to the additional processes set out in this Appendix D.
- e) The Province and the Haisla Nation agree that Engagement Levels 1-4 provided for in this Agreement do not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act* [SBC 2002] c. 43.
- f) Environmental assessments of projects will remain subject to applicable laws, including the Crown’s duty to consult and accommodate.

- g) This Agreement does not affect or prejudice any Party's position or views on environmental assessment processes or the Crown's duties in respect of environmental assessments.
- h) When it is determined that a Special Project will not be assessed pursuant to the *Environmental Assessment Act*, the Provincial Agency and the Haisla Nation may agree that the Special Project may have decision characteristics that:
 - i. require some unique or more elaborate form of Engagement other than Engagement Levels 1 to 3; and
 - ii. are amenable to a specific consultation protocol or a negotiated sector-specific protocol.
- i) For the Special Projects referred to above in section 2 h), the Haisla Nation and the Provincial Agency will seek to develop an alternative process of Engagement. If the Haisla Nation and the Provincial Agency are unable to develop a mutually acceptable approach to consultation and accommodation regarding a Special Project, and if agreed to by the Province and the Haisla Nation, government to government discussions may be pursued through the Working Group to reach agreement on an alternative process of Engagement that accords with the common law and section 35 (1) of the *Constitution Act*, 1982.

3. Definitions

- a) In Appendix D of this Amending Agreement, 2011:

"Applicant" means an individual, corporation or other legal entity, or their respective agent who has submitted an Application for a Land and Resource Decision.

"Application" means a proposal submitted by an Applicant to a Provincial Agency for a Land and Resource Decision.

"Effective Date" means the date upon which this Amending Agreement, 2011, is signed by the Coastal First Nations, the Province and the Haisla Nation.

"Engagement" and "Engage" means the processes and Engagement Levels agreed upon by the Province and the Haisla Nation in this Amending Agreement, 2011, to assist them in satisfying their legal obligations to consult and where appropriate, accommodate the Haisla Nation in accordance with the reasoning of the Supreme Court of Canada in *Haida Nation v. British Columbia (Ministry of Forests)*, 2004 SCC73 and *Taku River Tlingit v. British Columbia (Project Assessment Director)*, SCC 74, which includes: (i) formal information sharing and discussions between Provincial Agencies and the Haisla Nation in relation to Land and Resource Decisions

(LRD); and (ii) provision to the Haisla Nation of all relevant, available information about the potential significance of the adverse impact.

“Engagement Level” means any one or more of Engagement Levels 1, 2, 3 and 4.

“Engagement Level 1” addresses issues related to a proposed LRD that has minimal to no impact on the land or resources; minimal to no identified potential to adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation; or for which the Haisla Nation has confirmed, in writing to the Province, that the proposed LRD raises no issue requiring further Haisla Nation Engagement.

“Engagement Level 2” addresses issues related to a proposed LRD that physically impacts a relatively small geographic area and has limited potential impact on the land and resources; limited potential to adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation; and potential adverse impacts may be mitigated by attaching terms or conditions to the LRD.

“Engagement Level 3” addresses issues related to a proposed LRD that physically impacts a relatively large geographic area; may adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation; may include issues identified by the Haisla Nation or the Provincial Agency that cannot be resolved through Engagement Levels 1 or 2; and substantive measures may be required to substantially address any adverse impacts upon the asserted aboriginal rights, including aboriginal title of the Haisla Nation.

“Engagement Level 4” addresses issues related to a proposed LRD that pertains to a Special Project; has significant potential to adversely impact the asserted aboriginal rights, including aboriginal title of the Haisla Nation; and may include issues identified by the Haisla Nation or the Provincial Agency that cannot be resolved through Engagement Levels 1, 2 or 3.

“Information Package” means the package of information to be provided by the Province as set out in section 4.4 of this Appendix D.

“Land and Resource Decision” and **“LRD”** mean a proposed administrative or operational statutory decision and includes an Application initiated by an Applicant, and any authorization initiated by a Provincial Agency.

“Provincial Agency” means the Provincial ministry or agency that has authority to manage the review and consideration of a Land and Resource Decision.

“Representatives” mean the representatives appointed by a Provincial Agency or the Haisla Nation for the purposes of Engagement.

“Special Projects” address a large project or special initiative, referred to in section 2 h) of this Schedule 3, that will not be assessed under the *Environmental Assessment Act*,

but may adversely impact the aboriginal rights, including aboriginal title of the Haisla Nation, and may require an engagement process different from that of Engagement Levels 1 to 3.

"Statutory Decision-Maker" means a Provincial Agency delegate with the authority to make a statutory decision under the Provincial legislation included in Schedule A of the Reconciliation Protocol, as amended.

"Tenure Holder" means an individual, corporation, or other legal entity, or their respective agent, who holds a tenure or permit awarded under Provincial legislation.

"Working Group" means the group of Representatives of the governance forum designated by the Parties pursuant to section 5 of the Reconciliation Protocol.

4. Engagement Process

- 4.1 The Province and the Haisla Nation will use the Updated Procedures, 2010, as amended from time to time to reflect new judicial decisions, and the additional Engagement processes set out in this Amending Agreement, 2011, including the processes set out in Table 1 of this Appendix D to guide their Engagement on proposed Land and Resource Decisions.
- 4.2 The Province and the Haisla Nation will apply the Engagement processes set out in this Amending Agreement, 2011, to Applications received and Engagements initiated by a Provincial Agency, on or after the 30th day after the Effective Date.
- 4.3 the Province and the Haisla Nation may agree to apply the Engagement processes set out in this Amending Agreement, 2011, to Applications that are received from an Applicant and to Land and Resource Decisions that are initiated by a Provincial Agency before the date referred to in section 4.2.
- 4.4 Upon receiving an Application or initiating a Land and Resource Decision, the Provincial Agency will commence Engagement by providing the Haisla Nation with an Information Package that includes:
 - a) a description of the type and characteristics of the proposed Land and Resource Decision;
 - b) the identity and contact information of the Applicant or existing Tenure Holder(s) who are the subject of the proposed Land and Resource Decision;
 - c) a description of the specific location or geographic area that will be impacted by the proposed Land and Resource Decision;

- d) all relevant and available Applications, documents, studies and assessments; and
 - e) a description of the proposed Engagement Level and a supporting rationale for that proposed classification
- 4.5 The Provincial Agency will contact the Haisla Nation by telephone or email, within 5 business days of sending the Information Package, to confirm date of receipt by the Haisla Nation, and to confirm initiation of Engagement.
- 4.6 The Provincial Agency will, at the earliest opportunity, inform Applicants and other Provincial Agencies, as applicable, of this Engagement process with the Haisla Nation and, as appropriate, direct those Applicants and Provincial Agencies to contact and provide information directly to the Haisla Nation. Notwithstanding any such direction by a Provincial Agency, the Provincial Agency remains responsible for ensuring that a full and complete information package is sent to the Haisla Nation.
- 4.7 Within 10 business days of receipt, the Haisla Nation will provide the Provincial Agency with written confirmation that:
- a) the proposed Engagement Level is appropriate; or
 - b) the proposed Engagement Level is not appropriate and propose an alternative Engagement Level, along with a supporting rationale; and
 - c) the Information Package appears to contain all available information and materials described in section 4.4; and/or
 - d) the Haisla Nation has additional information to inform the Engagement process and supplement the information and materials specified in section 4.4;
- 4.8 If, in relation to Engagement Level 1 to 3, the Haisla Nation proposes, with supporting rationale, an Engagement Level other than that proposed by the Province, the Representatives will attempt to reach consensus on the Engagement Level within ten business days. The Province and the Haisla Nation agree that if the Representatives are unable to reach consensus on the Engagement Level within the above noted ten business days, the Land and Resource Decision will be dealt with at one Engagement Level higher than that initially proposed by the Provincial Agency.
- 4.9 If the Haisla Nation advises in writing that no further Engagement is required, then the Provincial Agency will proceed to make the Land and Resource Decision and will notify the Haisla Nation of the Land and Resource Decision.
- 4.10 If the Haisla Nation does not provide a written response within 10 business days of receipt of the Information Package, the Provincial Agency will:

- a) proceed to Engage with the Haisla Nation at the proposed Engagement Level; and
 - b) if Engagement Level 1 was proposed, proceed to make the Land and Resource Decision and notify the Haisla Nation of the Land and Resource Decision, including the details of any measures to be taken to accommodate any potential adverse impacts upon asserted aboriginal rights, including aboriginal title.
- 4.11 The Haisla Nation will, within the timeframes specified in Table 1, provide the relevant Provincial Agency with a response that identifies any issues or potential adverse impacts on asserted aboriginal rights, including aboriginal title, which the Haisla Nation is aware of with regard to the proposed Land and Resource Decision.
- 4.12 If a response is not received from the Haisla Nation within the response timeframes identified in Table 1, the Provincial Agency may proceed to make the Land and Resource Decision, but before doing so will advise the Haisla Nation of the approximate date of the impending Land and Resource Decision, including the details of any measures to be taken to address any potential adverse impacts on asserted Haisla aboriginal rights, including aboriginal title.
- 4.13 In accordance with this section, Representatives of the Provincial Agency and the Haisla Nation will Engage in the processes and timeframes specified in Table 1, which may include:
- a) Haisla Nation and Provincial Agency Representatives reviewing the Information Package, sharing information and holding discussions to develop recommendations regarding the proposed Land and Resource Decision;
 - b) Haisla Nation and Provincial Agency Representatives reviewing and discussing any additional information that the Parties agree to as being necessary to fully assess identified issues regarding potential adverse impacts upon aboriginal rights, including asserted aboriginal title, and other interests; and
 - c) if the Haisla Nation and Provincial Representatives agree, forwarding policy issues or other matters to the Working Group for review, consideration and advice.

5. Land and Resource Decision Recommendations

- 5.1 To develop recommendations regarding an Application or proposed Land and Resource Decision, the respective Representatives of the Province and the Haisla Nation will review all available and relevant information and make recommendations that include some or all of the following as appropriate:

- a) whether the Application or proposed Land and Resource Decisions should be approved or rejected;
- b) whether any conditions should be attached to the approval of an Application or proposed Land and Resource Decision and if so, what those conditions should be;
- c) the degree and nature of any potential adverse impacts upon Haisla Nation asserted aboriginal rights, including aboriginal title, and any measures necessary to substantially address those potential adverse impacts;
- d) whether additional information is required to support a full consideration of the Application or proposed Land and Resource Decision;
- e) identification of policy and/or legislative issues for Engagement Level 4 only; and
- f) alternative Engagement processes and procedures that will be followed for an Application or proposed Land and Resource Decisions identified by the Province and the Haisla Nation as Engagement Level 4.

5.2 In making recommendations, the respective Representatives of the Province and the Haisla Nation will consider and address some or all of the following, as required:

- a) any applicable laws, policies or customs of the Province and the Haisla Nation;
- b) consistency with any approved land use plan, forest stewardship plan or management plan;
- c) compatibility with any economic development strategy agreed to by the Province and the Haisla Nation;
- d) any potential environmental and economic impacts that may relate to the Application or proposed Land and Resource Decision; and
- e) any potential adverse impacts upon Haisla Nation asserted aboriginal rights, including aboriginal title, and any measures necessary to substantially address those potential adverse impacts.

5.3 In making recommendations, Representatives for the Province and the Haisla Nation may also consider and address some or all of the following:

- a) delivery of economic benefits to the Haisla Nation and other local communities, including any economic effects on other Haisla Nation interests; and
- b) the positive and negative effects of the Application or proposed Land and Resource Decision on the social, economic, health and cultural wellbeing of the Haisla Nation.

- 5.4 The respective Representatives of the Provincial Agency and the Haisla Nation will make best efforts to achieve consensus in their recommendations.
- 5.5 The Statutory Decision-Maker will review all of the recommendations by the respective Representatives of the Haisla Nation and Provincial Agency made under this section 5 and under section 6.4, and will make the Land and Resource Decision.
- 5.6 If the respective Representatives of the Haisla Nation and Provincial Agency have been unable to reach consensus recommendations after following the dispute resolution process outlined in section 6 below and the Statutory Decision-Maker proceeds to make a Land and Resource Decision; or the respective Representatives of the Haisla Nation and Provincial Agency have made consensus recommendations but the Land and Resource Decision differs, in substance, from the consensus recommendations, then:
 - a) the Statutory Decision-Maker will provide the Haisla Nation with written reasons for the Land and Resource Decision; and
 - b) the Statutory Decision-Maker will also outline how the issues identified in the consultation process will be addressed in a manner consistent with the asserted aboriginal rights, including aboriginal title, of the Haisla Nation and consistent with the honour of the Crown.

6. Dispute Resolution

- 6.1. If the respective Representatives of the Haisla Nation and Provincial Agency are unable to make consensus recommendations following Engagement Level 2 or Engagement Level 3, the respective Representatives will (within the timelines specified in Table 1 of this Appendix D):
 - a) exchange, in writing, a full description of the impasse, together with any respective concerns and interests and the proposed specific actions that could be taken to address the issues; and
 - b) meet to discuss the written descriptions and again attempt to make consensus recommendations.
- 6.2. If, in relation to Engagement Level 2 or Engagement Level 3, the respective Representatives of the Provincial Agency and Haisla Nation are still unable to make consensus recommendations following completion of section 6.1, they will forward the materials referred to in section 6.1 to the respective senior Representatives of the

Provincial Agency and the Haisla Nation, for direction and assistance (within the timelines specified in Table 1 of this Appendix D).

- 6.3. If, in relation to Engagement Level 3, the respective Representatives of the Haisla Nation and Provincial Agency are still unable to make consensus recommendations following completion of sections 6.1 and 6.2, the matter may be referred to the Working Group for assistance. The Working Group may then assist the Province and the Haisla Nation by offering, in good faith, to facilitate voluntary mediation by a mutually acceptable individual or body, to assist in developing consensus recommendations (within the timelines specified in Table 1 of this Appendix D).
- 6.4. If the respective Representatives of the Haisla Nation and Provincial Agency are still unable to make consensus recommendations following completion of the steps in sections 6.1. to 6.3 as applicable, they will forward their separate recommendations to the Statutory Decision-Maker and inform the Statutory Decision-Maker of the differences in their respective recommendations (within the timelines specified in Table 1 of this Appendix D).
- 6.5. The Province and the Haisla Nation will each bear their own costs associated with participation in developing consensus recommendations in the above dispute resolution process, and will equally share any joint costs.
- 6.6. Following the exchange of information in 6.4, the Statutory Decision-Maker will review the Haisla Nation and Provincial Agency Representatives' respective recommendations, and other relevant information. The Statutory Decision-Maker may proceed to make a Land and Resource Decision, in accordance with section 5.5 above, but before doing so will inform the Haisla Nation.
- 6.7. Any senior Representatives of the Provincial Agency who have participated in discussions regarding recommendations under this Agreement in respect of an Application or Land and Resource Decision, will not be the individual making the Land and Resource Decision.

7. Timeline Extensions

- 7.1. If a Provincial Agency or the Haisla Nation is unable to complete the Engagement within the specified timelines, then the Provincial Agency or the Haisla Nation will notify each other and request an extension and provide a reason for the proposed extension. Consent to an extension request will not be unreasonably withheld.
- 7.2. If the Haisla Nation has requested the extension and if the Haisla Nation has not provided a response by the end of an extended timeframe for the submission of the response, the Provincial Agency may consider proceeding to a Land and Resource Decision without further Engagement.

8. General

- 8.1. Subject to section 6.3, only with the specific and prior written agreement of the Haisla Nation will discussions that take place in the Working Group be considered part of Engagement towards meeting lawful obligations.
- 8.2. If the process and timelines of an Engagement Level set out in this Engagement process are less than and therefore in conflict with a process or timeline specified in legislation, the legislated process or timeline will prevail to the extent of the conflict.
- 8.3. With the prior written agreement of the respective Representatives of the Provincial Agency and Haisla Nation, Engagement on Land and Resource Decisions may be pursued in batches and/or on a pre-determined schedule.
- 8.4. The Provincial Agency and the Haisla Nation may request an Applicant to undertake specific procedural aspects of the Engagement process provided that the Provincial Agency continues to Engage with the Haisla Nation in a manner that is consistent with this Agreement.
- 8.5. The Province and the Haisla Nation will review implementation of these Engagement processes on an annual basis and undertake discussions with the goal of improving the efficiency and effectiveness of the Engagement processes.
- 8.6. Except as the Province and the Haisla Nation may agree in writing, the Reconciliation Protocol (as amended), the Amending Agreement 2011 including this Appendix D, will not limit any position either may take in future legal proceedings with regard to Land and Resource Decisions.
- 8.7. Nothing in the Reconciliation Protocol, 2009 (as amended) or the Amending Agreement 2011 (including this Appendix D) amends, derogates from or alters Haisla Nation aboriginal rights (including aboriginal title).

Table 1

Haisla Nation – Province Engagement Process Outline

Process Stages and Engagement Levels	Process Overview	Anticipated Outcomes and Timeframes	Decision Characteristics
Initiation of Engagement process	<ul style="list-style-type: none"> The Provincial Agency provides Information Package concerning proposed LRD with proposed Engagement Level and supporting rationale to the Haisla Nation. 	<ul style="list-style-type: none"> The Provincial Agency will contact the Haisla Nation by telephone or email, within 5 business days of sending the Information Package, to confirm date of receipt by the Haisla Nation, and to confirm initiation of Engagement. 	
Confirmation of Engagement Level	<ul style="list-style-type: none"> The Haisla Nation conducts initial review of Information Package provided, and Engagement Level is confirmed, or is raised with an accompanying rationale, as per section 4.7. 	<ul style="list-style-type: none"> Within 10 business days of receipt of Information Package, the Haisla Nation advises the Provincial Agency of its agreement with the proposed Engagement Level, or proposes a different Engagement Level. If the Haisla Nation proposes a different Engagement Level, along with supporting rationale, the Haisla Nation and the Provincial Agency will proceed, as per section 4.7 of this Amending Agreement, to determine the Engagement 	

		<p>Level.</p> <ul style="list-style-type: none"> - Within the above noted 10 business days the Haisla Nation and the Provincial Agency will: <ul style="list-style-type: none"> a) confirm that the proposed LRD raises no issue requiring further Haisla Nation Engagement (Engagement Level 1), and the Statutory Decision-Maker makes the proposed LRD; or b) confirm that the proposed LRD requires Engagement Level 2 , identify the Haisla Nation contact person, and the Provincial Agency and the Haisla Nation proceed to Engagement Level 2; or c) confirm that the proposed LRD requires Engagement Level 3, identify the Haisla Nation contact person, and the Provincial Agency and the Haisla Nation proceed to Engagement Level 3; or d) if the Haisla Nation and the 	
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		Provincial Agency agree that the proposed LRD requires Engagement Level 4, identify the Haisla Nation contact person, and the Provincial Agency and the Haisla Nation proceed to Engagement Level 4.	
Engagement Level 1 Information Sharing		<ul style="list-style-type: none"> The Haisla Nation has confirmed, in writing, that the proposed LRD raises no issue requiring further Haisla Nation Engagement. The Statutory Decision-Maker proceeds to make the proposed LRD. If the Haisla Nation has not responded to an Engagement Level 1 referral, the Statutory Decision-Maker makes the proposed LRD in accordance with section 4.9b. 	<ul style="list-style-type: none"> The proposed LRD has minimal to no impact on the land or resources; there is minimal to no identified potential to adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation; the Haisla Nation supports the proposed LRD.
Engagement Level 2 Limited	<ul style="list-style-type: none"> Consultation between the Provincial Agency and the Haisla Nation will proceed in accordance with this Amending Agreement, 2011, including: <ol style="list-style-type: none"> 1) identification of and 	<ul style="list-style-type: none"> The Provincial Agency and the Haisla Nation agree that, in most cases, Engagement Level 2 will be completed within 21 business days, unless: <ol style="list-style-type: none"> a) the matter proceeds to 	<ul style="list-style-type: none"> The proposed LRD physically impacts a relatively small geographic area and has limited potential impact on the land and resources;

	<p>addressing information gaps;</p> <p>2) consideration of the nature of and strength of the asserted aboriginal rights, including aboriginal title of the Haisla Nation;</p> <p>3) consideration of the potential for adverse impacts upon the asserted aboriginal rights, including aboriginal title;</p> <p>4) consideration of appropriate measures to substantially address the concerns raised by the Haisla Nation regarding adverse impacts upon the aboriginal rights, including aboriginal title, of the Haisla nation, including measures to mitigate, minimize or avoid adverse impacts;</p> <p>5) consideration of issues relating to Haisla Nation economic, environmental, social, cultural and health matters that may be impacted by the proposed LRD; and</p> <p>6) provide recommendations to</p>	<p>dispute resolution; or</p> <p>b) a time extension is agreed to pursuant to section 7 of this Amending Agreement, 2011; or</p> <p>c) issues that go beyond Engagement Level 2 are identified, and the Engagement is raised to Engagement Level 3.</p> <ul style="list-style-type: none"> • Even with an agreed upon extension of time for (a) and (b) above, the Haisla Nation and the Provincial Agency anticipate that there will be an overall maximum of 42 business days from the date of acknowledgement of receipt by the Haisla Nation of a complete Information Package, as per section 4.4, to the Statutory Decision-Maker making the proposed LRD. 	<ul style="list-style-type: none"> • there is limited potential to adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation; • any potential adverse impacts on asserted Haisla Nation rights, including aboriginal title, may be mitigated by attaching terms or conditions to the LRD.
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	<p>the Statutory Decision-Maker; or</p> <p>7) identify issues that go beyond Engagement Level 2, and the Provincial Agency and Haisla Nation will raise the Engagement to Engagement Level 3; and</p> <p>8) expand the Engagement timelines to Engagement Level 3 timelines.</p>		
Engagement Level 3 Complex	<ul style="list-style-type: none"> • Consultation between the Provincial Agency and the Haisla Nation will proceed in accordance with this Amending Agreement, 2011, including: <ol style="list-style-type: none"> 1) identification of and addressing information gaps; 2) consideration of the nature of and strength of the asserted aboriginal rights, including aboriginal title of the Haisla Nation; 3) consideration of the potential for adverse impacts upon the asserted aboriginal rights, 	<ul style="list-style-type: none"> • The Provincial Agency and the Haisla Nation agree that, in most cases, this Engagement Level will require 42 business days to complete, unless: <ol style="list-style-type: none"> a) the matter proceeds to dispute resolution in accordance with section 6; or b) a timeline extension is agreed to pursuant to section 7 of this Amending Agreement, 2011. • Even with an agreed upon extension of time for (a) and (b) above, the Haisla Nation and 	<ul style="list-style-type: none"> • The proposed LRD physically impacts a relatively large geographic area; • may adversely impact the asserted aboriginal rights, including aboriginal title, of the Haisla Nation; • may include issues identified by the Haisla Nation or the Provincial Agency that cannot be resolved through Engagement Levels 1 or 2; • substantive measures may be

	<p>including aboriginal title;</p> <p>4) consideration of appropriate measures to substantially address the concerns raised by the Haisla Nation regarding adverse impacts upon the aboriginal rights, including aboriginal title, of the Haisla nation, including measures to mitigate, minimize or avoid adverse impacts;</p> <p>5) consideration of issues relating to Haisla Nation economic, environmental, social, cultural and health matters that may be impacted by the proposed LRD; and</p> <p>6) provide recommendations to the Statutory Decision-Maker.</p>	<p>the Provincial Agency anticipate that there will be an overall maximum of 62 business days, including any dispute resolution in accordance with section 6, from the date of acknowledgement of receipt of a complete Information Package, as per section 4.4, to the Statutory Decision-Maker making the proposed LRD.</p>	<p>required to substantially address any adverse impacts upon the asserted aboriginal rights, including aboriginal title of the Haisla Nation.</p>
Engagement Level 4 Special Projects	<ul style="list-style-type: none"> The Provincial Agency and the Haisla Nation will seek to agree upon and develop an alternative process of Engagement for a Special Project, which: <ol style="list-style-type: none"> will require some unique or 	<ul style="list-style-type: none"> The Provincial Agency and the Haisla Nation will work collaboratively to determine, within 45 business days of acknowledgement of receipt of the complete Information 	<ul style="list-style-type: none"> The proposed LRD pertains to a Special Project that has significant potential to adversely impact asserted aboriginal rights, including aboriginal title of the Haisla

	<p>elaborate form of Engagement other than Engagement Levels 1, 2 or 3;</p> <p>2) may be amenable to a specific consultation protocol or a negotiated sector-specific protocol.</p>	<p>Package, an acceptable process and timeframe for Engagement on a Special Project that has triggered this Engagement Level 4.</p> <ul style="list-style-type: none"> When requested by the Haisla Nation and the Provincial Agency, the Working Group may assist the Haisla Nation and the Provincial Agency in their Government to Government discussions regarding in the development of consensus recommendations. If the Haisla Nation and the Provincial Agency are unable to develop a mutually acceptable approach to consultation and accommodation with respect to an Engagement Level 4 matter, the Provincial Agency will consult with and accommodate the Haisla Nation in a way that accords with the Updated Procedures, 2010. 	<p>Nation; and</p> <ul style="list-style-type: none"> may include issues identified by the Haisla Nation or the Provincial Agency that cannot be resolved through Engagement Levels 1, 2 or 3.
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