

**MAA-NULTH AND BRITISH COLUMBIA
GOVERNMENT TO GOVERNMENT FORUM
AGREEMENT**

This Agreement dated for reference the 12 day of JANUARY, 2018.

BETWEEN:

**Her Majesty the Queen in right of the Province of British Columbia, as represented by the
Minister of Indigenous Relations and Reconciliation**

(the "Province")

AND:

Huu-ay-aht First Nations

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations

Toquaht Nation

Uchucklesaht Tribe

Yuutu?if?ath Government (also known as Ucluelet First Nation)

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

WHEREAS:

- A. The Maa-nulth First Nations Final Agreement came into effect on April 1, 2011.
- B. The Parties entered into a Memorandum of Understanding (MOU), signed December 3, 2013, which confirmed the Parties' mutual interest in working to reach an agreement on a Government to Government Forum that, in accordance with the MOU, will:
 - a) design and monitor approaches to strategically coordinate the Parties' effective and efficient implementation of, and engagement on, matters contemplated in the Final Agreement;
 - b) attempt to resolve issues prior to referral to the Implementation Committee or triggering the provisions in Chapter 25 Dispute Resolution of the Final Agreement; and

- c) establish first a forum addressing Natural Resource Sector matters, with the option of expanding to other sectors at the request of the Maa-nulth First Nations.
- C. The Parties are mutually committed to implementing the Final Agreement and the Province's commitment to further developing and maintaining a New Relationship with the Maa-nulth First Nations.
- D. The Parties desire that the processes provided for in this Agreement will be collaborative and coordinated so the Parties can focus their resources and efforts efficiently to meet their obligations under the Final Agreement.

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, including the background recitals and attached Appendices, unless there is something in the subject matter or context which requires otherwise or unless otherwise specifically provided, each of the following words and phrases will have the meanings given to them below:

"Agreement" means this Government to Government Forum Agreement;

"Alternate" means a member of the Executive of a Maa-nulth First Nation Government appointed in writing by the Head of Government of that Maa-nulth First Nation to represent that Maa-nulth First Nation on the Leadership Forum in the event that Head of Government is unavailable to do so in accordance with this Agreement and, in those circumstances, that alternate may represent that Maa-nulth First Nation on the Leadership Forum;

"Annual Meeting" means a meeting of the Leadership Forum held in accordance with section 5.7;

"Business Day" means any day other than a Saturday, Sunday, Aboriginal Day (celebrated on June 21 every year) or any statutory holiday under a Maa-nulth First Nation Law or Provincial Law;

"Co-Chairpersons" means the Provincial Co-Chairperson and the Maa-nulth Co-Chairperson for the Leadership Forum;

"Executive" means the executive as provided for in the Constitution of the applicable Maa-nulth First Nation;

"Final Agreement" means the Maa-nulth First Nations Final Agreement between the Maa-nulth First Nations, Her Majesty the Queen in right of Canada and the Province, which took effect on April 1, 2011, and includes any amendments made to the Final Agreement from time to time in accordance with its provisions;

“Government to Government Forum” means the Leadership Forum or the Senior Management Forum;

“Head of Government” means the Chief Councillor for Huu-ay-aht First Nations, the Legislative Chief of Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations, the ɥaʔwif of Toquaht Nation, the Chief Councillor of Uchucklesaht Tribe or the President of the Yuuʔuʔiiʔaṭṭ Government, as applicable and as provided for in the Constitution of the applicable Maa-nulth First Nation;

“Leadership Forum” means the Government to Government Forum established in accordance with Part 5;

“Maa-nulth Co-Chairperson” means the individual appointed from time to time by the Maa-nulth First Nations in accordance with section 5.3 as the Co-Chairperson of a Leadership Forum;

“Maa-nulth Senior Administrative Representative” means the chief administrative officer, director of operations or the executive director of a Maa-nulth First Nation or a director or manager of a department or similar division of a Maa-nulth First Nation’s administration;

“Minister” means the applicable Provincial minister having responsibility, from time to time, for the exercise of powers in relation to the matter in question and includes a person at the level of deputy minister, associate deputy minister or assistant deputy minister who has authority to act in respect of the matter in question;

“Natural Resources” means those matters and authorities that are within the jurisdiction of the Provincial Ministry of Forests, Lands, Natural Resource Operations & Rural Development, Ministry of Indigenous Relations and Reconciliation, Ministry of Energy, Mines & Petroleum Resources, Ministry of Transportation and Infrastructure, Ministry of Agriculture or Ministry of Environment & Climate Change Strategy;

“Provincial Co-Chairperson” means the individual appointed from time to time by the Province in accordance with section 5.4 as the Co-Chairperson of the Leadership Forum;

“Provincial Implementation Director” means the individual appointed to represent the Province on the implementation committee as described in 27.3.1 of Chapter 27 Implementation of the Final Agreement; and

“Senior Management Forum” means the Government to Government Forum established in accordance with Part 6.

1.2 For purposes of this Agreement:

- a) words and expressions not defined in this Agreement but defined in the Final Agreement have the meanings given to them in the Final Agreement;

- b) the applicable interpretation provisions set out in 1.15.5 and 1.15.7 of Chapter 1 Interpretation of the Final Agreement apply to this Agreement with the necessary changes in details; and
- c) in the calculation of time under this Agreement, if the time for doing an act falls or expires on a day that is not a Business Day, the time is extended to the next Business Day.

1.3 This Agreement is divided into:

1. PARTS;

1.1 Sections; and

a) subsections.

2. PURPOSES

2.1 The purpose of this Agreement is to establish a Government to Government Forum among the Parties that will:

- a) design and monitor approaches to strategically coordinate the Parties' effective and efficient implementation of the Final Agreement;
- b) provide a platform for respectful, open and collaborative exchange of information about the operations and activities of the Parties and about strategic objectives, priorities and opportunities;
- c) monitor the success of initiatives under the Final Agreement;
- d) monitor the challenges of the implementation of the Final Agreement;
- e) improve communications and information exchange with respect to implementing commitments in the Final Agreement;
- f) raise and resolve issues prior to referral to the Implementation Committee or triggering the provisions of Chapter 25 Dispute Resolution of the Final Agreement;
- g) develop practical and flexible ways of working together;
- h) discuss strategic topics of interest to the Parties and to other treaty First Nations;
- i) resolve issues; and
- j) improve the ongoing government to government relationship between the Parties.

2.2 For certainty, nothing in this Agreement prevents a Maa-nulth First Nation and the Province from engaging bi-laterally to discuss strategic topics of interest between them outside the processes contemplated in this Agreement.

3. NATURE AND SCOPE OF AGREEMENT

- 3.1 Nothing in this Agreement affects the rights or obligations of the Maa-nulth First Nations or the Province under the Final Agreement, including:
- a) the responsibilities of the Implementation Committee under the Final Agreement; and
 - b) the provisions of Chapter 25 Dispute Resolution of the Final Agreement.
- 3.2 This Agreement is not a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* (Canada) and it does not define, deny, limit, abrogate or derogate from or amend any treaty rights of the Maa-nulth First Nations or any aboriginal or treaty rights of any other aboriginal peoples of Canada or any rights or responsibilities of the Province with respect to the Maa-nulth First Nations or any other aboriginal peoples of Canada.
- 3.3 This Agreement does not oblige the Maa-nulth First Nations or the Province to act in a manner inconsistent with their lawful obligations.
- 3.4 Nothing in this Agreement will be interpreted in a way that would affect or unlawfully interfere with any legislative authority of the Province or a Maa-nulth First Nation or fetter the discretion given to any decision-making authority.
- 3.5 If any provision of this Agreement is declared or held invalid for any reason, the invalidity of that provision will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part.
- 3.6 Any information provided in accordance with this Agreement is subject to applicable Provincial and Maa-nulth First Nation access to information laws.

4. GOVERNMENT TO GOVERNMENT FORUM

- 4.1 The Government to Government Forum is established and is comprised of the Leadership Forum and the Senior Management Forum.
- 4.2 The Government to Government Forum will address:
- a) matters relating to Natural Resources;
 - b) if requested by the Maa-Nulth First Nations and agreed to by the Parties, matters relating to health, education and social development; and
 - c) other matters as agreed to by the Parties.

5. LEADERSHIP FORUM

- 5.1 The purpose of the Leadership Forum is to:
- a) oversee and determine the general direction of the government to government relationship between the Maa-nulth First Nations and the Province;

- b) review progress on the negotiation or implementation of other agreements, memorandums of understanding or protocols between one or more of the Maa-nulth First Nations and the Province;
- c) consider and resolve a matter referred to it by a Party or by the Senior Management Forum and, by agreement, any other matter of mutual interest or concern;
- d) refer matters to the Senior Management Forum for its advice, input or consideration, or delegate a matter for resolution by the Senior Management Forum;
- e) review, amend, if necessary or desirable, and ratify a work plan referred to it by a Senior Management Forum;
- f) provide an opportunity for information exchange between one or more Maa-nulth First Nations and the Province;
- g) share upcoming priorities; and
- h) attempt to resolve any Disagreement or dispute between the Province and one or more Maa-nulth First Nations in accordance with Part 7

5.2 The Leadership Forum is comprised of:

- a) the Minister of Indigenous Relations and Reconciliation; and
- b) each Head of Government, or his or her Alternate, for each Maa-nulth First Nation.

5.3 Unless otherwise indicated by the Maa-nulth First Nations by notice, the Maa-nulth Co-Chairperson for the Leadership Forum is the Head of Government representing a different Maa-nulth First Nation every two calendar years, commencing in 2018 with Toquaht Nation and continuing in alphabetical order for each two year period thereafter until every Maa-nulth First Nation has had its Head of Government serve in the position, after which time the sequence for service will repeat and continue so that each Maa-nulth First Nation has its Head of Government serve as the Maa-nulth Co-Chairperson for the Leadership Forum at least once every 10 years.

5.4 Unless otherwise indicated by the Province by notice, the Minister of Indigenous Relations and Reconciliation is the Provincial Co-Chairperson for the Leadership Forum.

5.5 The Provincial Co-Chairperson and the Maa-nulth Co-Chairperson serve as the primary contact and spokesperson as between the Province and the Maa-nulth First Nations, respectively, for the Leadership Forum for purposes of this Agreement.

5.6 The Maa-nulth Co-Chairperson and the Provincial Co-Chairperson will be responsible for overseeing implementation of this Agreement including:

- a) attending each Annual Meeting; and
- b) attempting to resolve Disagreements or disputes in accordance with Part 7.

- 5.7 Except as provided for in section 5.10, the Leadership Forum will hold a meeting annually as follows:
- a) for the first time, not more than six months after the effective date of this Agreement, on a date agreed to by the Co-Chairpersons; and
 - b) for subsequent meetings, at least once in each calendar year and not more than 15 months after the date of the Annual Meeting for the preceding calendar year, on a date agreed to by the Co-Chairpersons.
- 5.8 The Co-Chairpersons may agree to hold an additional meeting of the Leadership Forum.
- 5.9 Each Party may invite to a meeting of the Leadership Forum any representative from their respective governments who has authority to speak to a matter to be discussed.
- 5.10 If an additional meeting has been held in a given calendar year pursuant to section 5.8, the Parties may agree to treat that additional meeting as an Annual Meeting and the requirement to hold an Annual Meeting will not apply for that calendar year.
- 5.11 The Leadership Forum may develop terms of reference substantially in the form of Appendix A to guide its operations and support implementation of this Agreement.
- 5.12 The Leadership Forum may from time to time and by consensus amend its terms of reference.

6. SENIOR MANAGEMENT FORUM

- 6.1 The purpose of the Senior Management Forum is to:
- a) develop, implement and maintain a three year work plan of Government to Government Forum priorities and initiatives;
 - b) provide an opportunity for information exchange between one or more Maa-nulth First Nations and the Province;
 - c) receive and address matters referred or delegated to it from the Leadership Forum;
 - d) consider and address matters referred to it by a Party; and
 - e) refer matters to the Leadership Forum.
- 6.2 The Senior Management Forum will be comprised of:
- a) the Provincial Implementation Director; and
 - b) a Maa-nulth Senior Administrative Representative from each Maa-nulth First Nation to represent that Maa-nulth First Nation.

- 6.3 Unless otherwise indicated in writing, the Maa-nulth Senior Administrative Representative for the Maa-nulth First Nation whose Head of Government is the Maa-nulth Co-Chairperson is the co-chair of the Senior Management Forum and the Provincial Implementation Director is the co-chair of the Senior Management Forum.
- 6.4 The Parties may invite to a meeting of the Senior Management Forum any representative from their respective governments who has authority to speak to a matter to be discussed.
- 6.5 The Senior Management Forum may develop terms of reference substantially in the form of Appendix B to guide its operations and support implementation of this Agreement.
- 6.6 The Senior Management Forum may from time to time and by consensus amend its terms of reference.
- 6.7 The Senior Management Forum will meet as provided for in its terms of reference and will be responsible for:
- a) developing and confirming final agendas and other materials for the Annual Meeting; and
 - b) addressing matters referred to it by the Leadership Forum.
- 6.8 The Senior Management Forum may make recommendations to the Leadership Forum regarding strategic issues or concerns.
- 6.9 Where the Parties have made reasonable efforts to resolve issues at the Senior Management Forum and have been unable to do so, the co-chairs of the Senior Management Forum will inform the Co-Chairpersons.
- 6.10 The Senior Management Forum may establish sub-committees to deal more substantively and expeditiously with matters of concern to the Senior Management Forum.
- 6.11 Nothing in this Agreement precludes representatives of the Senior Management Forum from discussing issues for which the involvement of the full Senior Management Forum is not required.

7. RESOLUTION OF DISAGREEMENTS AND DISPUTES

- 7.1 For the purposes of this Part, "Disagreement" means only a Disagreement where the Province and a Maa-nulth First Nation are Participating Parties and does not mean a Disagreement where Canada is a Participating Party.
- 7.2 The Parties will each endeavour to resolve any Disagreement or dispute between them with minimal delay and cost and in a non-adversarial, collaborative and informal atmosphere, as between those involved, and in a manner that fosters an improved, ongoing and respectful government to government relationship between the Province and each Maa-nulth First Nation.
- 7.3 The Parties agree to use this Government to Government Forum, to the greatest extent reasonably practicable, to resolve any Disagreement or dispute arising between them that

cannot be resolved in accordance with another applicable memorandum of understanding, agreement or side agreement between the Parties.

- 7.4 It is the intent of each of the Parties to endeavour to resolve a Disagreement in accordance with this Part before delivering a notice under 25.5.1 of Chapter 25 Dispute Resolution of the Final Agreement.
- 7.5 If a Disagreement or dispute arises between the Province and a Maa-nulth First Nation, a Party involved in that Disagreement or dispute may give notice of that Disagreement or dispute to the Maa-nulth Co-Chairpersons, the Provincial Co-Chairpersons and the Provincial Implementation Director.
- 7.6 If a notice is given under section 7.5 or a Disagreement or dispute is referred to the Government to Government Forum in accordance with the provisions of another memorandum of understanding, agreement or side agreement between the Parties, the Co-Chairpersons will either,
- a) refer that Disagreement or dispute to the Senior Management Forum to discuss the Disagreement or dispute and endeavour to resolve that Disagreement or dispute as contemplated in section 7.2; or
 - b) convene the Leadership Forum as soon as is reasonably practicable to discuss the Disagreement or dispute and endeavour to resolve that Disagreement or dispute as contemplated in section 7.2.
- 7.7 For certainty, the Senior Management Forum may, on agreement by the Province and the applicable Maa-nulth First Nation, refer a Disagreement or dispute to the Leadership Forum to discuss and endeavour to resolve as contemplated in section 7.2.
- 7.8 The Parties intend that any meeting of the Leadership Forum or Senior Management Forum regarding a Disagreement outlined in this Part is to form part of and supplement the formal, unassisted efforts to reach agreement between or among the Participating Parties in the collaborative negotiations under Appendix Y-2 of the Final Agreement.
- 7.9 To the extent permitted by the Final Agreement and other applicable laws, the Parties will negotiate in good faith and attempt to reach agreement in accordance with 25.1.5 of Chapter 25 Dispute Resolution on the implementation of the intent of the Parties under section 7.8 in order to avoid duplication of efforts necessary to comply with the requirements of Appendix Y-2 of the Final Agreement.

8. RESOURCING

- 8.1 Parties will be responsible for their own costs to participate in the Government to Government Forum contemplated under this Agreement.

9. TERM

- 9.1 This Agreement comes into effect when it has been executed by each of the Parties.

9.2 This Agreement will terminate on the occurrence of the earliest of any of the following events:

- a) mutual agreement of the Parties; or
- b) upon 60 days' notice by either the Province or all the Maa-nulth First Nations.

10. REVIEW

10.1 Six months prior to the fifth anniversary of this Agreement, the Senior Management Forum will review the effectiveness of this Agreement and present their findings at the next meeting of the Leadership Forum.

11. AMENDMENTS

11.1 This Agreement may only be amended by agreement of the Parties in writing.

12. NOTICE

12.1 In this Part 12, "communication" has the same meaning as in 1.23.1 of Chapter 1 General Provisions of the Final Agreement.

12.2 Unless otherwise provided, any communication under this Agreement must be in writing and will be deemed to have been validly given or received if provided in accordance with 1.23.3 of Chapter 1 General Provisions of the Final Agreement.

12.3 In addition to section 12.2, any communication under Appendix A or Appendix B may be given by electronic mail in accordance with those Appendices.

12.4 In addition to the provisions of this Part 12, the Parties may agree to give, make or deliver a communication by means other than those provided for in sections 12.2 and 12.3.

13. DISPUTES REGARDING AGREEMENT

13.1 If the Senior Management Forum or the Co-Chairpersons cannot reach agreement on a matter relating to the implementation or interpretation of this Agreement, then the Senior Management Forum or the Co-Chairpersons, as applicable, will refer that matter to the Leadership Forum.

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14. EXECUTION IN COUNTERPARTS

14.1 This Agreement may be signed in one or more counterparts and each counterpart may be transmitted by facsimile and each signed counterpart will constitute an original document and all those original documents together will constitute one and the same document.

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

Signed on behalf of the Maa-nulth First Nations by



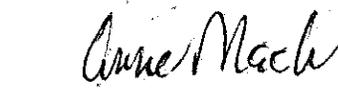
Robert J. Dennis Sr, Chief Councillor
Huu-ay-aht First Nations



Peter Hanson, Legislative Chief
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations

Date

Date



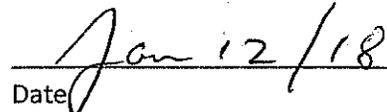
Anne Mack, tyee ha?wit
Toquaht Nation



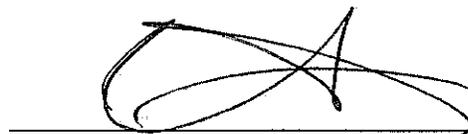
Charlie Cootes, Chief Councillor
Uchucklesaht Tribe



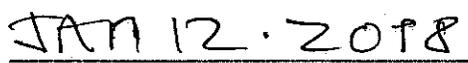
Date



Date



Leslie A. Doiron, President
Yuutu?if?ath Government (Ucluelet First Nation)



Date

**Signed on behalf of Her Majesty the Queen In Right
of the Province of British Columbia by the Minister
of Indigenous Relations and Reconciliation**



Honourable Scott Fraser
Minister

Date

APPENDIX A

MAA-NULTH FIRST NATIONS AND BRITISH COLUMBIA

GOVERNMENT TO GOVERNMENT AGREEMENT

LEADERSHIP FORUM

TERMS OF REFERENCE

1. GENERAL

- 1.1 **Government to Government Forum Agreement.** The Maa-nulth First Nations and British Columbia entered into a Government to Government Forum Agreement ("G2G Agreement") dated for reference January 12 2018 between Huu-ay-aht First Nations, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, Toquaht Nation, Uchucklesaht Tribe, Yuufu?if?ath Government, and the Province of British Columbia.
- 1.2 **Terms of Reference.** These Terms of Reference must be read in conjunction with the G2G Agreement.
- 1.3 **Amendment.** These Terms of Reference may be amended by agreement in writing by:
- a) at least four Maa-nulth First Nations; and
 - b) the Province.
- 1.4 **Co-Chairpersons.** The Leadership Forum Co-Chairpersons are responsible for coordinating and overseeing the activities of the Leadership Forum.

2. ANNUAL MEETINGS

- 2.1 **Attendance.** The Co-Chairpersons will attend the Annual Meeting in person. Other attendees may attend in person or by video or audio conference call, so long as each participant can hear and respond to one another.
- 2.2 **Hosting.** Annual Meetings will be hosted by the Province and the Maa-nulth First Nations on a rotating basis, commencing with the Province. The Maa-nulth First Nation host in a given calendar year will be the Maa-nulth First Nation whose Head of Government is the Maa-nulth Co-Chairperson for that year.
- 2.3 **Date.** At least eight weeks before the Annual Meeting or the last date that an Annual Meeting may be held in accordance with section 5.7 of the G2G Agreement, whichever is earlier, the Co-Chairpersons will agree on a date for the Annual Meeting.
- 2.4 **Location.** The Party hosting the Annual Meeting will be responsible for determining the location and making all arrangements for the Annual Meeting. Unless otherwise agreed to by the Co-Chairpersons, the Annual Meeting will be held in British Columbia.
- 2.5 **Notice of Annual Meeting Details.** Notice will be provided as follows:
- a) notice of the Annual Meeting, by the Co-Chairpersons to the other members of the Leadership Forum and the co-chairs of the Senior Management Forum at least eight weeks before the date of the Annual Meeting;
 - b) a draft agenda for the Annual Meeting, by the co-chairs of the Senior Management Forum to the Leadership Forum at least 20 Business Days before the Annual Meeting; and
 - c) the location of the Annual Meeting, by the Party hosting the Annual Meeting to the other members of the Leadership Forum at least 20 Business Days before the Annual Meeting.

- 2.6 **Agenda Development.** The Co-Chairperson of the Party hosting the Annual Meeting will be responsible for distributing the final agenda with input from the other Parties and
- a) each Party will have 10 Business Days to propose additional items for the agenda after the draft agenda has been circulated under 2.5 b);
 - b) the final agenda will be agreed to by the Co-Chairpersons;
 - c) the final agenda will be circulated by the Party hosting the Annual Meeting at least five Business Days before that Annual Meeting; and
 - d) the final agenda may be revised by consensus at the beginning of an Annual Meeting.
- 2.7 **Quorum.** Quorum for the Annual Meeting is the Province and at least four Maa-nulth First Nations.

3. ADDITIONAL MEETINGS OF THE LEADERSHIP FORUM

- 3.1 **Additional Meeting.** The Leadership Forum may, by agreement of the Co-Chairpersons, meet more than once each year.
- 3.2 **Request for an Additional Meeting.** A Party may submit a request for an additional meeting of the Leadership Forum to either of the Co-Chairpersons, as appropriate. Upon receiving a request for an additional meeting, the applicable Co-Chairperson will discuss the request with the other Co-Chairperson and together they will decide whether to hold an additional meeting of the Leadership Forum.
- 3.3 **Additional Meeting Date.** If the Co-Chairpersons agree to hold an additional meeting they must also agree on a meeting date and location and agree which Party will host.
- 3.4 **Additional Meeting Details.** Additional meetings may be held in person or by video or audio conference call, so long as each participant can hear and respond to one another.
- 3.5 **Additional Meeting Notice.** The Co-Chairpersons will provide to the other members of the Leadership Forum notice of the date and location of the meeting at least seven Business Days before the meeting.
- 3.6 **Additional Meeting Agenda.** The Co-Chairpersons will agree to an agenda for the additional meeting and will provide the agenda to the other members of the Leadership Forum at least five Business Days before the meeting.
- 3.7 **Exception to Notice Requirement.** The Co-Chairpersons may agree to vary the notice and agenda requirements in sections 3.5 and 3.6.
- 3.8 **Additional Meeting Quorum.** Unless otherwise agreed to by the Co-Chairpersons, quorum for additional meetings of the Leadership Forum under this Part will be the same as quorum for the Annual Meeting as set in section 2.7.

4. LEADERSHIP FORUM OPERATIONS

- 4.1 **Consensus.** The Leadership Forum will make reasonable efforts to conduct their meetings and business by consensus.

- 4.2 **Records.** The Co-Chairperson not hosting a meeting will be responsible for recording the minutes and commitments made at a meeting of the Leadership Forum and will distribute a first draft of these minutes and commitments to the other members of the Leadership Forum within 15 Business Days following the meeting.
- 4.3 **Review.** Following receipt of the minutes and commitments distributed under section 4.2, Parties have 15 Business Days to respond with any concerns. The Co-Chairperson who prepared the draft minutes and commitments must give full and fair consideration to any concerns received from a Party. If no concerns are raised within those 15 Business Days, the draft version of the minutes and commitments will be deemed to be accepted. The Co-Chairperson who prepared the draft minutes and commitments will send out a final version of the minutes and commitments to the other members of the Leadership Forum as soon as practicable thereafter.

5. LEADERSHIP FORUM COMMUNICATIONS

- 5.1 **Leadership Forum and Communication.** Communication under this Appendix may be provided by electronic mail to the applicable address provided in accordance with section 5.3.
- 5.2 **Communication to the Province.** Any communication sent to the Provincial Co-Chairperson will also be sent to the Provincial Implementation Director.
- 5.3 **Address.** The Parties will provide electronic mail addresses for their respective recipients for delivery of communications under this Appendix.
- 5.4 **Confirmation.** The recipient of a communication under this Appendix will confirm receipt of that communication as soon as reasonably practicable.
- 5.5 **Delivery of Communication.** A communication under this Appendix is considered to have been given, made or delivered and received at the start of business on the Business Day next following the day on which it was transmitted when the sender receives confirmation from the recipient under section 5.4.
- 5.6 **Omission/Non-Receipt.** The accidental omission to send notice of any meeting or any other communication to, or the non-receipt of notice of any meeting or any other communication by, any of the persons entitled to that notice or communication does not invalidate any proceedings under this Appendix.

6. COMMUNICATIONS OUTSIDE OF LEADERSHIP FORUM

- 6.1 **Protocol.** The Parties agree that any public statements or public dissemination of information regarding Leadership Forum activities taking place under the G2G Agreement will be made jointly by the Co-Chairpersons, unless otherwise agreed to by the Leadership Forum in writing.

APPENDIX B

MAA-NULTH FIRST NATIONS AND BRITISH COLUMBIA

GOVERNMENT TO GOVERNMENT AGREEMENT

SENIOR MANAGEMENT FORUM

TERMS OF REFERENCE

1. GENERAL

- 1.1 **Government to Government Forum Agreement.** The Maa-nulth First Nations and British Columbia entered into a Government to Government Forum Agreement ("G2G Agreement") dated for reference ~~July 12~~, 2018 between Huu-ay-aht First Nations, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, Toquaht Nation, Uchucklesaht Tribe, Yuufu?it?ath Government, and the Province of British Columbia.
- 1.2 **Terms of Reference.** These Terms of Reference must be read in conjunction with the G2G Agreement.
- 1.3 **Amendment.** These Terms of Reference may be amended by agreement in writing by:
- at least four Maa-nulth First Nations; and
 - the Province.
- 1.4 **Co-Chairs.** The co-chairs of the Senior Management Forum ("SMF Co-Chairs") are responsible for fulfilling the roles and responsibilities set out in Part 6 of the G2G Agreement.

2. WORK PLAN

- 2.1 **Work Plan Development.** At its first meeting in each calendar year, the Senior Management Forum will develop a three year work plan that will:
- identify Government to Government Forum priorities and initiatives, with reference to the purposes set out in sections 2.1, 5.1 and 6.1 of the G2G Agreement; and
 - proactively identify other issues of concern to be addressed.
- 2.2 **Ratification.** Annually, the Senior Management Forum will refer the work plan to the next meeting of the Leadership Forum for its review and ratification or, if necessary, amendment.
- 2.3 **Updates.** The Senior Management Forum will review the work plan at each meeting and, if necessary, will update the workplan, however substantive updates to approved activities or approved timeframes will be referred to the Co-Chairpersons for approval.

3. MEETING OF THE SENIOR MANAGEMENT FORUM

- 3.1 **Meetings.** The Senior Management Forum will meet bi-annually, and no more than seven months after the previous meeting of the Senior Management Forum.
- 3.2 **Attendance.** The SMF Co-Chairs will attend the meetings of the Senior Management Forum in person. Other attendees may attend in person or by video or audio conference call, so long as each participant can hear and respond to one another.
- 3.3 **Hosting.** Meetings of the Senior Management Forum will be hosted by the Province and the Maa-nulth First Nations on a rotating basis, commencing with the Province. The Maa-nulth First Nation host of a given meeting of the Senior Management Forum will be the Maa-nulth First Nation whose Senior Administration Representative is the Maa-nulth SMF Co-Chair at the time of that meeting.
- 3.4 **Date.** At least one month before a meeting of the Senior Management Forum, the SMF Co-Chairs will agree on a date for that meeting.

- 3.5 **Location.** The Party hosting a meeting of the Senior Management Forum will be responsible for determining the location and making all arrangements for that meeting. Unless otherwise agreed to by the SMF Co-Chairs, a meeting of the Senior Management Forum will be held in British Columbia.
- 3.6 **Notice of Meeting Details.** Notice will be provided as follows:
- a) notice of the date of the meeting of the Senior Management Forum, by the SMF Co-Chairs to the other members of the Senior Management Forum at least one month before the date of that meeting;
 - b) a draft agenda for the meeting of the Senior Management Forum, by the Party hosting that meeting to the other members of the Senior Management Forum at least 10 Business Days before that meeting; and
 - c) the location of the meeting of the Senior Management Forum, by the Party hosting that meeting to the other members of the Senior Management Forum at least 10 Business Days before that meeting.
- 3.7 **Agenda Development.** The SMF Co-Chair hosting a meeting of the Senior Management Forum will be responsible for distributing the final agenda with input from the other Parties and
- a) each Party will have 10 Business Days to propose additional items for the agenda;
 - b) the final agenda will be agreed to by the SMF Co-Chairs;
 - c) the final agenda will be circulated at least five Business Days before that meeting; and
 - d) the final agenda may be revised by consensus at the beginning of that meeting.
- 3.8 **Quorum.** Quorum for a meeting of the Senior Management Forum is the Province and at least four Maa-nulth First Nations.

4. ADDITIONAL MEETINGS OF THE SENIOR MANAGEMENT FORUM

- 4.1 **Additional Meeting.** The Leadership Forum may direct, or a member of the Senior Management Forum may request, an additional meeting of the Senior Management Forum by contacting either of the SMF Co-Chairs, as appropriate. Upon receiving a request for an additional meeting of the Senior Management Forum, the applicable SMF Co-Chair will discuss the request with the other SMF Co-Chair and together they will decide whether to hold an additional meeting.
- 4.2 **Additional Meeting Date.** If the SMF Co-Chairs are directed by the Leadership Forum or agree to hold an additional meeting of the Senior Management Forum, they must also agree on a meeting date and location and agree which Party will host.
- 4.3 **Additional Meeting Details.** Additional meetings of the Senior Management Forum may be held in person or by video or audio conference call, so long as each participant can hear and respond to one another.
- 4.4 **Additional Meeting Notice.** The SMF Co-Chairs will provide to the other members of the Senior Management Forum notice of the date and location of the additional meeting of the Senior Management Forum at least seven Business Days before that additional meeting.

- 4.5 **Additional Meeting Agenda.** The SMF Co-Chairs will agree to an agenda for the additional meeting of the Senior Management Forum and will provide notice of the agenda to the other members of the Senior Management Forum at least five Business Days before that additional meeting.
- 4.6 **Exception to Notice Requirement.** The SMF Co-Chairs may agree to vary the notice and agenda requirements in sections 4.4 and 4.5.
- 4.7 **Additional Meeting Quorum.** Unless otherwise agreed to by the SMF Co-Chairs, quorum for additional meetings of the Senior Management Forum under this part will be the same as quorum for a meeting of the Senior Management Forum as set in section 3.8.

5. SENIOR MANAGEMENT FORUM OPERATIONS

- 5.1 **Consensus.** The Senior Management Forum will make reasonable efforts to conduct their meetings and business by consensus.
- 5.2 **Records.** The SMF Co-Chair not hosting a meeting will be responsible for recording the minutes and commitments made at a meeting of the Senior Management Forum and will distribute a first draft of these minutes and commitments to the other members of the Senior Management Forum within 15 Business Days following the meeting.
- 5.3 **Review.** Following receipt of the minutes and commitments distributed under section 5.2, Parties will have 15 Business Days to respond with any concerns. The SMF Co-Chair who prepared the draft minutes and commitments must give full and fair consideration to any concerns received from a Party. If no concerns are raised within those 15 Business Days, the draft version of the minutes and commitments will be deemed to be accepted. The SMF Co-Chair who prepared the draft minutes and commitments will send out a final version of the minutes and commitments to the other members of the Senior Management Forum as soon as practicable thereafter.

6. COORDINATION WITH LEADERSHIP FORUM

- 6.1 **Draft Agenda.** Upon receiving notice of the date of the Leadership Forum Annual Meeting in accordance with section 2.5a) of Appendix A, the SMF Co-Chairs will prepare a draft agenda for that meeting.
- 6.2 **Circulation of Draft Agenda.** The SMF Co-Chairs will provide the draft agenda for the Annual Meeting to the Leadership Forum at least 20 Business Days before the Annual Meeting.

7. SENIOR MANAGEMENT FORUM COMMUNICATIONS

- 7.1 **Senior Management Forum and Communication.** Communication under this Appendix may be provided by electronic mail to the applicable address provided in accordance with section 7.3.
- 7.2 **Address.** The Parties will provide electronic mail addresses for their respective recipients for delivery of communications under this Appendix.
- 7.3 **Confirmation.** The recipient of a communication under this Appendix will confirm receipt of that communication as soon as practicable.

- 7.4 **Delivery of Communication.** A communication under this Appendix is considered to have been given, made or delivered and received at the start of business on the Business Day next following the day on which it was transmitted when the sender receives confirmation from the recipient under section 7.3.
- 7.5 **Omission/Non-Receipt.** The accidental omission to send notice of any meeting or any other communication to, or the non-receipt of notice of any meeting or any other communication by, any of the persons entitled to that notice or communication does not invalidate any proceedings under this Appendix.

8. COMMUNICATIONS OUTSIDE OF SENIOR MANAGEMENT FORUM

- 8.1 **Protocol.** The Parties agree that any public statements or public dissemination of information regarding Senior Management Forum activities taking place under the G2G Agreement will be made jointly by the Co-Chairpersons of the Leadership Forum, unless otherwise agreed to by the Leadership Forum in writing.