

Consent Decision-Making Agreement for Mine Projects

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BETWEEN:

His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of Environment and Parks, and the Minister of Indigenous Relations and Reconciliation (the “**Province**”)

AND:

Simpcw First Nation, a division of the Secwépemc, known as Símpcwemc (People of the Rivers), and a band within the meaning of the *Indian Act*, as represented by its Chief and Council with offices at 500 Dunn Lake Road, P.O. Box 220 (“**Simpcw**”)

(collectively the “**Parties**” and individually a “**Party**”)

WHEREAS

- A. Simpcw holds Title and Rights to its area of responsibility, Símpcwúlecw (Simpcw Territory), and as yecwminmen (caretakers) of Símpcwúlecw, Simpcw affirms the inherent right of self-government and the authority to manage, protect and steward on and above the tmicw (lands), including its waters, resources and cultural values within Símpcwúlecw according to its Stsqey (laws);
- B. Simpcw has established laws, policies, and decision-making processes respecting activities within Símpcwúlecw, including the Simpcw Assessment Process Policy, which outlines a community-driven process for obtaining Simpcw's free, prior, and informed consent before activities proceed within Símpcwúlecw;
- C. Subsection 7(1)(b) of the *Declaration on the Rights of Indigenous Peoples Act* (the “Declaration Act”) provides that the Lieutenant Governor in Council may authorize the Province to negotiate and enter into an agreement with an Indigenous governing body that relates to the consent of that Indigenous governing body before the exercise of a statutory power of decision;
- D. Subsection 7(b) of the *Environmental Assessment Act*, 2018 (the “EA Act”) provides that a reviewable project may not, without the consent of an Indigenous

nation, proceed in an area that is the subject of an agreement between the Indigenous nation and the government that requires this consent and is prescribed by the Lieutenant Governor in Council;

- E. Subsection 41(1) of the EA Act provides that the Minister may enter into an agreement with an Indigenous nation with respect to any aspect of a Provincial environmental assessment;
- F. The Simpcw Assessment Process Policy (the “Simpw Assessment Policy”) contemplates Simpcw Council entering into agreements with the Province around working collaboratively and harmonizing where appropriate, the assessments of projects, including Mine Projects; and
- G. The Parties wish to strengthen their government-to-government relationship by seeking an efficient, collaborative and consent-based approach to coordinating their respective assessments for Mine Projects in Simpcw Territory where Simpcw is the primary Indigenous decision maker.

NOW THEREFORE, the Parties agree as follows:

Part 1 Definitions and Interpretation

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

“Agreement” means this Consent Decision-Making Agreement for Mine Projects;

“Application” means an application for an EA Certificate under section 27 of the EA Act in respect of a Mine Project, as may be amended from time to time;

“Assessments” means both the Provincial Assessment and the Simpcw Assessment;

“Business Day” means a day, other than a Saturday or a Sunday, or a Holiday;

“CEAO” means the Chief Executive Assessment Officer as defined in the EA Act or any person delegated to undertake the powers assigned to the Chief Executive Assessment Officer;

“Collaborate” has the meaning given in section 8.15;

“Collaboration Team” means the body established pursuant to section 8.8 for a particular Included Mine Project, comprised of:

- a) the Simpcw Process Lead and any additional individual(s) designated by the Simpcw Council; and
- b) the EAO Project Lead and any additional individual(s) designated by the EAO Project Lead;

“Confidential Information” means any information provided by a Party under this Agreement to the other Party that is identified in writing as being confidential, but does not include information described in subsection 75(1) of the EA Act, information that is already in the public domain, or information already in the possession of the Party to whom it is provided;

“Consent Area” means the area identified as the “Consent Area” on the map attached to a Project Appendix;

“Constitution Act, 1982” means the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11;

“Declaration Act” means the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c. 44;

“EA Act” means the *Environmental Assessment Act*, SBC 2018, c. 51;

“EA Certificate” means an environmental assessment certificate issued by the Ministers under subsection 29(4) of the EA Act;

“EAO” means the Environmental Assessment Office that is continued under the EA Act;

“EAO Project Lead” means the individual appointed to be the EAO’s lead for the purposes of carrying out the Provincial Assessment;

“Holiday” means any day that is National Indigenous Peoples Day (June 21), a statutory holiday in the Province of British Columbia, or a national statutory holiday in Canada;

“Included Mine Project” means a Mine Project that is listed in a Project Appendix to this Agreement;

“Indigenous governing body” has the same meaning as in the Declaration Act;

“Issues Resolution” means the issues resolution processes set out in Part 10;

“Judicial Review Procedure Act” means the *Judicial Review Procedure Act*, RSBC 1996, c. 241;

“Mine Project” means a reviewable project, as that term is defined in the EA Act, which meets any criteria set out in Part 3 of the Reviewable Projects Regulation;

“Minister” means the Minister of Environment and Parks;

“Ministers” has the same meaning as in the EA Act;

“Notice of Concern” has the meaning given in section 10.3;

“Project Appendix” means an appendix to this Agreement applying this Agreement to an Included Mine Project;

“Proponent” means a person or organization that proposes to undertake a Mine Project, and includes the government of Canada, British Columbia, a municipality or regional district, another province, another jurisdiction and a First Nation, and in relation to an Included Mine Project, refers to the Proponent of that Included Mine Project;

“Province” means His Majesty the King in Right of the Province of British Columbia;

“Provincial Assessment” means, in relation to an Included Mine Project, an assessment as defined under the EA Act;

“Provincial Official” means:

- a) any minister, public official, employee, contractor, agent, or representative of the Province; or
- b) any person acting as a decision-maker under any enactment of the Province;

“Recommendation” has the meaning given in section 8.15;

“Recommendation Notice” has the meaning given in section 8.16;

“Senior Leadership Table” means the body established under section 6.1 comprised of:

- a) for Simpcw, up to four representatives appointed by Chief and Council, with at least one member from Chief and Council; and
- b) for the Province, the Assistant Deputy Minister in the Environmental Assessment Office, and where appropriate, the relevant Assistant Deputy Ministers in the Ministry of Indigenous Relations and Reconciliation and the Ministry of Mining and Critical Minerals;

“Senior Officials” means three representatives appointed by Chief and Council, with at least two members from Chief and Council on behalf of Simpcw, and the Associate Deputy Minister of EAO, the Deputy Minister of Indigenous Relations and Reconciliation, and the Deputy Minister of Mining and Critical Minerals on behalf of the Province;

“Simpw” means the Simpcw First Nation, being the collective of individuals who hold and may exercise Simpcw’s Title and Rights;

“Simpw Assessment” means, in relation to an Included Mine Project, an assessment of the project undertaken by Simpcw in accordance with the Simpcw Assessment Policy;

“Simpw Assessment Report” means a report to Simpcw Council identifying the findings of the effects assessment as described in the Simpcw Assessment Policy;

“Simpw Assessment Policy” means the Simpcw Assessment Process Policy adopted by Chief and Council on behalf of the Simpcw First Nation, dated May 23, 2023, or as amended by Simpcw from time to time;

“Simpw Community Hearing” refers to a meeting (or a series of meetings) in the community to present to Simpcwemc the Simpcw Assessment Report and other relevant information referenced under the Simpcw Assessment Policy;

“Simpw Decision Document” means Simpcw’s notice of decision in relation to the Project;

“Simpw Nation Member” or **“Simpwemc”** means those persons registered as a member of Simpcw in accordance with the band list as per section 9 of the Indian Act, or section 10 of the Indian Act, whichever applies;

“Simpcw Official” means:

- a) any officer, director, agent, employee, public official, or representative of Simpcw; or
- b) any person acting as a decision-maker under this Agreement on behalf of Simpcw;

“Simpcw Process Lead” means the individual appointed by Simpcw Council under the Simpcw Assessment Policy to serve as process coordinator and Simpcw’s primary point of contact in a Simpcw Assessment, including participating in any Collaboration Team;

“Simpcw Territory” means the area that Simpcw identifies as the area where it holds Title and Rights within British Columbia, as depicted in the map at Schedule “1”;

“Title and Rights” means asserted or determined Aboriginal rights, including Aboriginal title and self-governance rights, recognized and affirmed under section 35 of the Constitution Act, 1982; and

“UN Declaration” means the *United Nations Declaration on the Rights of Indigenous Peoples*.

1.2 In this Agreement:

- a) “includes” and “including” are not intended to be limiting;
- b) the recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- c) any reference to a statute includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- d) unless the context otherwise requires, words expressed in the singular include the plural and vice versa;
- e) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party;

- f) if the interpretation of this Agreement results in a conflict between the provisions in this Agreement, the main body of this Agreement will prevail over any attachment, including Project Appendices, unless the context requires otherwise;
- g) 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; and
- h) “meet” and “meeting” means a discussion, whether in-person, by phone, or online.

1.3 All Project Appendices and schedules are incorporated into and form part of this Agreement.

Part 2 Purpose

2.1 The purposes of this Agreement are to:

- a) set out a consent-based decision-making process that will be used for Assessments of Included Mine Projects pursuant to subsection 7(1)(b) of the Declaration Act;
- b) set out the process the Parties will use to add Mine Projects to this Agreement, including:
 - i. identifying eligible Mine Projects;
 - ii. negotiating additional Project Appendices, including identifying the area that requires Simpcw consent before an Included Mine Project can proceed in that area, pursuant to subsection 7(b) of the EA Act; and
 - iii. identifying and seeking the necessary approvals by Simpcw and the Province to amend this Agreement to add any Project Appendix.
- c) provide clarity and transparency regarding how the Parties will collaborate and coordinate their respective Assessment and decision-making processes to identify opportunities for alignment and to support efficiency, information sharing, and procedural coordination, where appropriate; and

- d) set out how Proponents will be engaged in the Parties' respective processes for the Assessments and decision-making in relation to an Included Mine Project.

Part 3 Principles

3.1 The Parties' work under this Agreement will be guided by the following principles:

- a) Recognition of Rights. The Parties recognize the inherent and constitutionally protected rights of Simpcw, which includes Simpcw's right to make a free, prior, and informed decision about whether to consent to a Mine Project;
- b) Good Faith and Collaboration. The Parties will engage openly and respectfully, sharing information to support informed decision making and achieve effective and coordinated Assessment processes;
- c) Timeliness and Clarity. The Parties will seek to establish clear steps and timelines to efficiently implement the Assessment processes, taking into account each Party's timelines applicable to any Included Mine Project and opportunities to avoid duplication;
- d) Long-term relationship building. The Parties will seek to achieve a long-term relationship based on recognition of rights, respect, co-operation and true partnership; and
- e) Predictability, accountability, transparency and administrative fairness. The Parties share the objectives of process predictability, shared accountability, transparency and administrative fairness in the Assessments and decision-making processes for Included Mine Projects and in carrying out the Parties' respective obligations under this Agreement.

Part 4 Scope of Agreement and Simpcw Consent

- 4.1 This Agreement is an agreement with an Indigenous governing body within the meaning of subsection 7(1)(b) of the Declaration Act relating to the consent of Simpcw, as an Indigenous governing body, before the exercise of a statutory power of decision.
- 4.2 This Agreement is an agreement between an Indigenous nation and the Province within the meaning of subsection 7(b) and subsection 41(1) of the EA Act.
- 4.3 This Agreement will apply to decisions on whether to issue an EA Certificate under the EA Act for Included Mine Projects as set out in this Agreement; the

Parties acknowledge that this Agreement does not apply to statutory powers of decision under other Provincial legislation.

- 4.4 The consent of Simpcw, provided in accordance with the Simpcw Assessment Policy and this Agreement is required for an Included Mine Project to proceed within the Consent Area identified in the applicable Project Appendix.
- 4.5 For greater certainty, the Consent Area for an Included Mine Project does not limit the geographic scope of Included Mine Project effects that will be subject to the Assessments.
- 4.6 If the location of the components of the Included Mine Project to be assessed in the Assessments substantively changes, the Parties will review the applicable Consent Area and may discuss the means by which that Consent Area can be amended accordingly, subject to section 15.11.
- 4.7 Before making a decision with respect to an Application for an EA Certificate for an Included Mine Project, in addition to the materials identified in section 9.8 and any relevant factors in accordance with the EA Act, the Ministers will consider:
 - a) whether Simpcw has provided its consent to the Included Mine Project in accordance with this Agreement and the applicable Project Appendix; and
 - b) that the Consent Area identified in the applicable Project Appendix is the subject of this Agreement and this Agreement has been prescribed pursuant to subsection 7(b) of the EA Act, which results in a prohibition on the Included Mine Project proceeding in that Consent Area without the consent of Simpcw.

Part 5 Role of Proponent

- 5.1 The Parties acknowledge the importance of the Proponent of an Included Mine Project having a reasonable opportunity to:
 - a) provide timely and complete information to inform the Assessments and support the decision-making processes and milestones set out in this Agreement and the applicable Project Appendix;
 - b) participate in the Assessments as appropriate to support transparent processes that are consistent with the principles of administrative fairness;
 - c) discuss strategies to avoid, mitigate or remediate Included Mine Project effects with the Parties;

- d) be informed of concerns that Provincial Officials or Simpcw Officials may have regarding the Included Mine Project; and
- e) respond to concerns that Provincial Officials or Simpcw Officials may have regarding the Included Mine Project and to represent the Proponent's interests accordingly.

Part 6 Senior Leadership Table

- 6.1 The Parties will establish a Senior Leadership Table which will be responsible for:
- a) supporting the implementation of this Agreement;
 - b) overseeing the negotiation of any amendments to this Agreement to add Project Appendices in accordance with Part 7;
 - c) providing oversight to the Collaboration Team in respect of Assessments; and
 - d) participating in Issues Resolution, as set out in Part 10.
- 6.2 The Senior Leadership Table is not a decision-making body and cannot fetter the discretion of the Parties' respective decision-makers.

Part 7 Application of this Agreement to Additional Mine Projects in Simpcw Territory

- 7.1 The Yellowhead Project Appendix is attached to and forms a part of this Agreement.
- 7.2 The Parties acknowledge their shared objective of applying and adapting the collaborative, coordinated and consent-based approach established under this Agreement, including the processes developed in existing Project Appendices, to the Assessments of future Mine Projects where Simpcw is the primary Indigenous decision maker.
- 7.3 When, following the effective date, either Party becomes aware of a proposal for a Mine Project in Simpcw Territory, that Party will notify the other Party, and the Senior Leadership Table will meet to discuss the proposed Mine Project and the potential application of this Agreement to that Mine Project.
- 7.4 If the Parties agree that the proposed Mine Project:

- a) is located in an area where Simpcw is the primary Indigenous decision maker;
- b) requires an EA Certificate to proceed;
- c) is subject to the Simpcw Assessment Policy; and
- d) has advanced to a stage where the Proponent is reasonably expected to proceed through the Assessments,

then the Senior Leadership Table will prepare a recommendation to their leadership regarding the potential negotiation of a Project Appendix for the Mine Project.

- 7.5 If the Senior Leadership Table is unable to reach a consensus recommendation regarding the potential negotiation of a Project Appendix, the Senior Leadership Table will refer the matter to the Senior Officials, who will meet and will make good faith efforts to reach consensus regarding the potential negotiation of a Project Appendix in a timely manner. The Senior Officials may further request a meeting of Simpcw Council and the Ministers, including the Minister of Indigenous Relations and Reconciliation.
- 7.6 If there is consensus regarding the negotiation of a Project Appendix, the Parties will initiate negotiations to seek to reach agreement on a Project Appendix designating the Mine Project as an Included Mine Project for the purposes of this Agreement.
- 7.7 In carrying out the negotiations referenced in section 7.6, the Parties agree to build from the processes and approaches established through any existing Project Appendices and consider any lessons learned as appropriate.
- 7.8 The Parties will seek to reach agreement on a Project Appendix as soon as practicable and sufficiently in advance of the other Party's assessment planning stage to enable effective coordination regarding information requirements and process planning, and opportunities for alignment and efficiency between the Parties' respective assessment processes.
- 7.9 The Parties acknowledge that in negotiating a Project Appendix they may each have obligations to engage or consult with other parties and to seek internal mandates and approvals in accordance with their governance structures and policies; where feasible the Parties will endeavour to support each other in carrying out these obligations. For greater certainty, Order in Council 073/2026

provides approval by the Lieutenant Governor in Council that the Province is authorized to negotiate agreements under section 7(1)(b) of the Declaration Act with Simpcw in respect of EA Act decisions for a Mine Project that satisfies section 7.4 (a).

7.10 In identifying whether a proposed Mine Project is located in an area where Simpcw is the primary Indigenous decision maker for the purposes of section 7.4(a), the Parties will apply a principles-based approach that is consistent with advancing reconciliation, meeting the Province's constitutional obligations to First Nations, and upholding Simpcw's laws, knowledge and governance structures in relation to the applicable area, and which will include consideration of the following factors:

- a) the area of potential impacts associated with the proposed Mine Project;
- b) the nature and strength of Simpcw's Title and Rights, interests and responsibilities in relation to the area, with consideration given to relevant information, including information provided by Simpcw regarding its historical, cultural, legal and contemporary connection to the area, including Simpcw laws, oral history and land use information;
- c) available information respecting other First Nations' Title and Rights, interests and responsibilities in relation to the area;
- d) existing protocols, agreements or arrangements between Simpcw and other First Nations that may assert aboriginal rights or title interests in the area, including the extent to which such arrangements recognize Simpcw's role in relation to the area; and
- e) the extent and continuity of Simpcw's presence, stewardship, governance, land use, management and exercise of jurisdiction within the area.

7.11 A Project Appendix will include provisions with respect to the following matters:

- a) the project details: project name, proponent, and brief project description of the Included Mine Project;
- b) the Consent Area where consent is required for the Included Mine Project to proceed, including a map of the Consent Area;
- c) establishment of a Collaboration Team;

- d) procedures and protocols that will guide the alignment of the Parties' Assessments of and decision-making processes for the Included Mine Project in the manner set out in Part 8 of this Agreement, including Assessment process steps that will require Notification and Collaboration between the Parties; and
 - e) other matters as agreed to by the Parties.
- 7.12 Either Party may request a meeting of the Senior Leadership Table to provide guidance or support in the negotiation of a Project Appendix, and where requested, the Senior Leadership Table will convene a meeting as soon as practicable.
- 7.13 Once they have concluded negotiation and fulfilled any obligations contemplated in Section 7.9, the Parties will seek approvals to amend the Agreement to incorporate the Project Appendix.

Part 8 Included Mine Project Assessment Process

Assessment Policies

- 8.1 Simpcw and the Province will each apply their own policies to their respective Assessments in accordance with this Agreement and their internal governance processes to inform decisions with respect to an Included Mine Project and will work collaboratively to seek to keep each other informed of decisions and identify concerns and solutions that may arise during the Assessments.
- 8.2 Simpcw's Assessment policies are set out in the Simpcw Assessment Policy, which Simpcw will make publicly available at all times while this Agreement is in effect.
- 8.3 The Province's Assessment process is set out in the EA Act and associated policies and regulations.
- 8.4 Where a Party becomes aware of any proposed or enacted substantive changes to its Assessment policies as set out in sections 8.2 and 8.3 of this Agreement, and those changes may reasonably be expected to affect the implementation of this Agreement or any Assessment under a Project Appendix, that Party will notify the other Party as soon as practicable.
- 8.5 If requested by either Party, following such notice, the Senior Leadership Table will meet as soon as practicable to discuss the change and potential implications

to the conduct of the Assessments or the implementation of this Agreement, with a shared objective of:

- a) maintaining certainty in respect of any Assessments underway under this Agreement; and
- b) avoiding or minimizing any disruption arising from the change.

8.6 The Parties will engage with the Proponent of an Included Mine Project in relation to any discussions under section 8.5 that may affect any ongoing Assessment of an Included Mine Project.

8.7 The Parties acknowledge their mutual intention that substantive changes to Assessment policies should not impair or invalidate Assessments of Included Mine Projects that are ongoing and in progress under this Agreement.

Collaboration Team

8.8 The Parties will establish a Collaboration Team for each Included Mine Project, which will be responsible for:

- a) ensuring that regular meetings of the Collaboration Team are held so that the responsibilities of the Parties under this Agreement are fulfilled;
- b) communicating regularly and necessary to seek to keep the Parties' respective processes aligned as set out in this Agreement and to promote understanding and confidence in each other's Assessments;
- c) ensuring their respective Senior Leadership Table representatives and decision makers are kept aware of progress and any risks or issues during the Assessments;
- d) providing periodic updates to the Senior Leadership Table throughout the Assessments to support ongoing alignment, in a manner consistent with any requirements or schedule set out in the Project Appendix, or upon the request of the Senior Leadership Table;
- e) making efforts to seek to collaborate as set out in this Agreement, by working together to seek solutions that meet the needs of the Parties;
- f) providing support to the Province in making its decision with respect to the Application and to Simpcw in making a free, prior, and informed decision regarding whether to consent to the Project;

- g) undertaking engagement with the Proponent as set out in this Agreement; and
 - h) ensuring discussions are held between the Parties prior to any decision to suspend, terminate or adjust timelines in accordance with a Party's Assessment process.
- 8.9 The Simpcw Process Lead and the EAO Project Lead may each designate additional individuals to participate as part of the Collaboration Team on behalf of each Party respectively.

Engagement Protocol and Process Alignment

- 8.10 Each Project Appendix will set out how the Parties will align their Assessment processes for the purposes of the Assessments in accordance with section 7.11(d).
- 8.11 Simpcw and the Province share the objective that their respective Assessment processes will proceed in parallel, with Simpcw decision points proceeding before the comparable Provincial decision points for each Included Mine Project Assessment.
- 8.12 Where either Party anticipates proceeding to a decision point in a manner that is not consistent with the objective in section 8.11, they may notify the other Party, and the Collaboration Team will discuss the implications for their respective Assessments. If the Collaboration Team has outstanding concerns, either Party may request a meeting of the Senior Leadership Table to discuss how to support realignment with the objective in section 8.11 following the decision point.
- 8.13 The Parties will identify in each Project Appendix the decision points at which the Parties will provide a Notice of Decision to the other, and decision points where the Parties will Collaborate in advance of a decision.
- 8.14 Where a Project Appendix provides that one Party will provide a Notice of Decision to the other, Notice of Decision means that the representatives of the notifying Party will provide notification of certain decisions (with a copy of a decision document if applicable) or milestones as soon as practicable following that decision.
- 8.15 Where a Project Appendix provides that the Parties will Collaborate in respect of a decision point, Collaboration means that the Collaboration Team will:

- a) work together to share information in respect of the applicable decision point or output, to share and understand each other's perspectives and to identify opportunities to reduce duplication and improve efficiency;
- b) seek to achieve consensus between the Parties respective recommendations, where practicable, in respect of the applicable decision point or output, provided that such consensus seeking does not affect the autonomy of the Parties' respective decisions or the integrity of their respective Assessments; and
- c) provide each other with advance notice of pending decisions or recommendations to decision makers in respect of the applicable decision point or output (each a "Recommendation") in the form of a Recommendation Notice provided in the form and manner set out in the Project Appendix.

8.16 A Recommendation Notice must include:

- a) the recommendation to be made;
- b) a supporting rationale; and
- c) the anticipated timing for decision making.

8.17 In addition to any Notice of Decision and Collaboration points identified in the Project Appendix, the Parties will provide an opportunity for a meeting between Simpcw, the Province and the Proponent prior to the Simpcw Assessment Report being finalized, and before the Simpcw Community Hearings, and will provide the Proponent an opportunity to respond to any concerns of Simpcw or the EAO at that time.

8.18 If requested by a Party, the Parties agree to meet together and with the Proponent, as appropriate, to provide an opportunity to seek to resolve or address any issues raised by the community at the Simpcw Community Hearings, consistent with the Simpcw Assessment Policy.

Part 9 Decision Making

9.1 Following the Simpcw Community Hearings and community referendum and before Simpcw Council makes their decision respecting the Simpcw Decision Document, the CEO or Simpcw Council may request a meeting to discuss how to resolve or address any differences between the result of the Simpcw community referendum and the EAO's draft Environmental Assessment Report,

and the draft EA Certificate with proposed certificate conditions and project description, and the CEAO and Simpcw Council will meet as soon as is practicable.

- 9.2 For certainty, any meeting between the CEAO and Simpcw Council does not fetter either Party's discretion in their decision making in relation to the Assessments.
- 9.3 In making their decision respecting the Simpcw Decision Document, Simpcw Council will consider the following materials and information, in addition to any materials and information the Simpcw Council will consider in accordance with the Simpcw Assessment Policy:
 - a) the EAO's draft Environmental Assessment Report, and the draft EA Certificate with proposed certificate conditions and project description;
 - b) the results of any discussions between Simpcw and both or either of the Province or the Proponent before or following the Simpcw Community Hearings.
- 9.4 Following its consideration of the materials referenced in section 9.3 and in accordance with the Simpcw Assessment Policy, Simpcw will, by resolution of the Simpcw Council:
 - a) decide whether to provide Simpcw's free, prior and informed consent to the Included Mine Project proceeding; and
 - b) issue the Simpcw Decision Document, which will include Simpcw's decision on whether to consent to the Included Mine Project proceeding and the reasons why Simpcw is consenting or not consenting.
- 9.5 Simpcw will provide the Simpcw Decision Document to the CEAO and the Proponent.
- 9.6 If Simpcw does not consent to the Included Mine Project, the Senior Officials will meet with the Proponent to discuss the reasons for the non-consent.
- 9.7 In accordance with its Assessment process, EAO will prepare the final Environmental Assessment Report, taking into account the Simpcw Assessment Report and, if available, the Simpcw Decision Document.

- 9.8 In accordance with the Provincial Assessment Process, the CEAO will provide the following materials to the Ministers, which they will consider in relation to their decision on whether to issue an EA Certificate for the Included Mine Project:
- a) the material referenced in subsection 29(2) of the EA Act;
 - b) the Simpcw Assessment Report;
 - c) the Simpcw Decision Document; and
 - d) the results of any discussions between the EAO, the Proponent and Simpcw before or following the Simpcw Community Hearings and community referendum.
- 9.9 The Province will provide notice of the Ministers' decision under subsection 29(4) of the EA Act to Simpcw and the Proponent.
- 9.10 The Simpcw Decision Document will be posted on a publicly accessible website, subject to the redaction of any sensitive information.
- 9.11 The Ministers' decision under subsection 29(4) of the EA Act will be posted on a publicly accessible website.

Part 10 Issues Resolution

Initiating Issues Resolution

- 10.1 Within five (5) business days of receiving or providing a Recommendation Notice, a Party may invoke the Issues Resolution process only where it has a substantive concern that warrants further discussion. A concern warrants discussion only if it is related to one or more of the following:
- a) administrative fairness;
 - b) reasonableness of the recommendation;
 - c) potential procedural or substantive risks to either Party if the recommendation were to be adopted; or
 - d) potential adverse impacts on the integrity of either Party's Assessment process.

- 10.2 For certainty, a mere disagreement with the Recommendation, or a preference for a different outcome, is not sufficient grounds to invoke the issue resolution process.
- 10.3 To invoke the Issues Resolution process, the Party must provide written notice (“Notice of Concern”) within five (5) business days of receiving or providing a Recommendation Notice that includes:
- a) the specific portion(s) of the recommendation at issue;
 - b) the nature of the concern, tied to the criteria in section 10.1; and
 - c) one or more reasonable alternatives or resolution pathways that would address the concern.

Issues Resolution Discussions

- 10.4 Upon receipt of a Notice of Concern, the Parties will convene a meeting of the Collaboration Team within 5 days or as soon as practicable to discuss the issues raised in the Notice of Concern. The Parties will make good-faith efforts to understand each other’s perspectives and attempt, where possible, to reach consensus.
- 10.5 During the discussions, the Parties will consider:
- a) each Party’s interests in relation to the Recommendation;
 - b) reasonable alternatives or resolution pathways that could address the identified concerns;
 - c) the objectives of preserving the relationship between the Parties, preserving the integrity of each Party’s Assessment, and maintaining each Party’s independent decision-making authority;
 - d) the effect of the Recommendation, or any alternatives, on process integrity and on the interests of the Proponent; and
 - e) the commitment to consider, and not unreasonably reject, positions brought forward by the other Party.

Escalation to Senior Leadership Table

- 10.6 Following the discussions contemplated in section 10.5 above, if the issues identified in the Notice of Concern have not been reasonably

addressed by the Collaboration Table to each Party's satisfaction, either Party may request that the matter be escalated to the Senior Leadership Table. The Senior Leadership Table will convene a meeting as soon as practicable.

- 10.7 Following the Senior Leadership Table meeting, the party making the Recommendation will outline in its materials to the decision maker:
- a) the Notice of Concern;
 - b) the discussions held between the Parties, including escalation to the Senior Leadership Table; and
 - c) the rationale for how, if at all, the Recommendation was, or was not, adjusted.
- 10.8 To assist in resolving an issue, the Parties may agree at any point in the Issues Resolution process to engage the Proponent or other individuals to discuss the matter at issue or to seek additional information.

Disputes in relation to Agreement interpretation or implementation

- 10.9 The Parties agree that sections 10.10 to 10.14 will govern any dispute regarding the interpretation or implementation of this Agreement, other than a dispute arising out of Part 7 of this Agreement.
- 10.10 If a dispute arises in respect of the interpretation or implementation of this Agreement, the Parties will refer the dispute to the Senior Leadership Table.
- 10.11 If a dispute is referred to the Senior Leadership Table pursuant to section 10.10, the Senior Leadership Table will make all reasonable efforts to resolve the disagreement in a timely manner.
- 10.12 In the event the Senior Leadership Table is unable to resolve a dispute pursuant to section 10.11, the Parties will refer the dispute to the Senior Officials.
- 10.13 If the Senior Officials cannot resolve the issue within 10 Business Days from the date on which the dispute is referred to the Senior Officials, the Senior Officials may, on mutual consent, refer the matter to a mutually agreed-upon mediator, with each Party paying its own costs of the mediation and one-half of the costs of the mediator.
- 10.14 To assist in resolving a dispute, the Senior Leadership Table or Senior Officials, as applicable, may agree at any point in the discussions contemplated in sections

10.10 to 10.13 to engage the Proponent or other individuals to discuss the matter at issue or to seek additional information.

Part 11 Confidential Information

- 11.1 The Parties acknowledge and agree that this Agreement and any Project Appendices are not confidential and that they will be published in the British Columbia Gazette, as required pursuant to subsection 7(4) of the Declaration Act.
- 11.2 The Parties also acknowledge and agree that, in order to support comprehensive Assessments and the decision-making processes set out in this Agreement, a Party may wish to share Confidential Information with the other Party.
- 11.3 If, in implementing this Agreement and undertaking decision-making under this Agreement, a Party shares Confidential Information to the other Party, the Party receiving the Confidential Information will:
- a) subject to subsections (b), (c) and (d), maintain the confidentiality of that information and not publish, release or disclose the Confidential Information;
 - b) the Party receiving Confidential Information may disclose it to its employees and professional advisors who are required to know the Confidential Information in order to act on behalf of or advise that Party, provided they agree to adhere to the confidentiality provisions of this Agreement;
 - c) the Party receiving the Confidential Information may disclose the Confidential Information:
 - i. with the written consent of the other Party;
 - ii. if it is required to do so by law; or
 - iii. where the Confidential Information is or becomes publicly known in circumstances that do not involve a breach of this Agreement; and
 - d) if a Party is required to disclose Confidential Information under subsection (c)(ii), it will notify the other Party as soon as practicable after becoming aware of the disclosure requirement.

- 11.4 For certainty, notwithstanding section 11.3, the Parties agree that section 75(1) of the EA Act will continue to apply to the provision and disclosure of any Indigenous knowledge in accordance with the EA Act.

Part 12 Accountabilities in Judicial Review Proceedings

Application of the Judicial Review Procedure Act

- 12.1 The *Judicial Review Procedure Act* applies in relation to the Simpcw Decision Document as if that decision were a statutory power of decision.
- 12.2 Any service made on Simpcw pursuant to the *Judicial Review Procedure Act* is effectively made as follows:

Simpcw First Nation
7555 Dunn Lake Road
P.O Box 220
Barriere, B.C V0E 1E0

Attention: Chief Administrative Officer Email:
band.administrator@simpcw.com

Judicial review of a Provincial Official's decision

- 12.3 If served with a petition that seeks judicial review of the decision of a Provincial Official in respect of the Application, Simpcw may file a response and affidavit evidence in the proceeding and will cooperate with the Provincial Official, to the extent possible without compromising its own legal position in the proceeding, to respond to the application for judicial review.
- 12.4 If a petition is brought to seek judicial review of the decision of a Provincial Official in respect of the Application, but Simpcw is not served with the petition:
- a) Simpcw will:
 - i. file a motion in the BC Supreme Court and the Provincial Official will support that motion; or
 - ii. support a motion by the Provincial Official in the BC Supreme Court;

to add Simpcw as a respondent to the proceeding; and
 - b) if Simpcw is added as a respondent, Simpcw will file a response and affidavit evidence in the proceeding and cooperate with the Provincial

Official, to the extent possible without compromising its own legal position in the proceeding, to respond to the application for judicial review.

12.5 If a decision on the judicial review of the decision of the Provincial Official in respect of the Application is appealed by any party:

- a) if Simpcw was a party to the petition, and if Simpcw and the Provincial Official both choose to participate in the appeal, Simpcw and the Provincial Official will cooperate, to the extent possible without compromising their own legal positions in the proceeding, for the purposes of the appeal;
- b) if Simpcw was not a party to the petition, Simpcw may seek to intervene in the appeal; and
- c) if granted intervener status, Simpcw will cooperate with the Provincial Official, to the extent possible without compromising its own legal position in the proceeding, for the purposes of the appeal.

Judicial review of Simpcw Decision Document

12.6 If served with a petition that seeks judicial review of the Simpcw Decision Document, the Provincial Official may file a response and affidavit evidence in the proceeding and will cooperate with Simpcw, to the extent possible without compromising its own legal position in the proceeding, to respond to the application for judicial review.

12.7 If a petition is brought to seek judicial review of the Simpcw Decision Document, but the Provincial Official is not served with the petition:

- a) the Provincial Official will:
 - i. file a motion in the BC Supreme Court and Simpcw will support that motion; or
 - ii. support a motion by Simpcw in the BC Supreme Court,to add the Provincial Official as a respondent to the proceeding;
- b) if the Provincial Official is added as a respondent, the Provincial Official will file a response and affidavit evidence in the proceeding and cooperate with Simpcw, to the extent possible without compromising its own legal position in the proceeding, to respond to the application for judicial review.

- 12.8 If a decision on the judicial review of the Simpcw Decision Document is appealed by any party:
- a) if the Provincial Official was a party to the petition, and if the Province and Simpcw both choose to participate in the appeal, the Provincial Official and Simpcw will cooperate to the extent possible without compromising their own legal positions in the proceeding, for the purposes of the appeal;
 - b) if the Provincial Official was not a party to the petition, the Provincial Official may seek to intervene in the appeal; and
 - c) if granted intervener status, the Provincial Official will cooperate with Simpcw, to the extent possible without compromising its own legal position in the proceeding, for the purposes of the appeal.

Part 13 Legal Responsibilities

Relationship of the Parties

- 13.1 The Province is not the agent of Simpcw for any purpose related directly or indirectly to this Agreement.
- 13.2 Simpcw is not the agent of the Province for any purpose related directly or indirectly to this Agreement.

Compliance with Laws

- 13.3 The Province will:
- a) comply with all applicable laws in carrying out its duties and obligations and exercising its rights and privileges under this Agreement; and
 - b) ensure that Provincial Officials comply with all applicable laws in carrying out their duties and obligations on behalf of the Province under this Agreement.
- 13.4 Simpcw will:
- a) comply with all applicable laws in carrying out its duties and obligations and exercising its rights and privileges under this Agreement; and

- b) ensure that Simpcw Officials comply with all applicable laws in carrying out their duties and obligations on behalf of Simpcw under this Agreement.

Compliance with Agreement

- 13.5 Any decision of the Province or a Provincial Official in respect of the Application will be made in accordance with the terms and conditions of this Agreement.
- 13.6 Any decision of Simpcw or a Simpcw Official in respect of the Assessment of an Included Mine Project will be made in accordance with the terms and conditions of this Agreement.

Conflict of interests

- 13.7 Simpcw and the Province each confirm that they have established, and will continue to maintain and enforce, conflict of interest rules applicable to Simpcw Officials and Provincial Officials, respectively, comparable to those generally accepted for other Indigenous or provincial governments respectively.

Participation in Benefits

- 13.8 The Province will ensure that no Provincial Official obtains or is entitled to enjoy any personal benefits related directly or indirectly to this Agreement.
- 13.9 Simpcw will ensure that, subject to section 13.10, no Simpcw Official obtains or is entitled to enjoy any personal benefits related directly or indirectly to this Agreement, including as a result of the Simpcw Decision Document.
- 13.10 A Simpcw Official who is a Simpcw Nation Member is entitled to enjoy the same benefits under this Agreement as all other Simpcw Nation Members.

No Assumption of Liability for the Acts of the Other Party

- 13.11 The Province is not responsible or liable for the acts, omissions, negligence, malfeasance or misfeasance of Simpcw or any Simpcw Official related directly or indirectly to this Agreement.
- 13.12 Simpcw is not responsible or liable for the acts, omissions, negligence, malfeasance or misfeasance of the Province or any Provincial Official related directly or indirectly to this Agreement.

Part 14 Agreement Effective Date and Termination

- 14.1 The term of this Agreement will commence, and this Agreement will take effect on the date that this Agreement has been:
- a) signed by the authorized representatives of both Simpcw and the Province;
 - b) published in the Gazette in accordance with subsection 7(4) of the Declaration Act; and
 - c) prescribed by the Lieutenant Governor in Council as an agreement under subsection 7(b) of the EA Act.
- 14.2 Either Party may terminate this Agreement or an individual Project Appendix at any time 40 Business Days after the delivery of a written notice of proposed termination to the other Party if:
- a) the other Party fails to perform or is in breach of any of its material obligations under this Agreement; or
 - b) any representation or warranty made by the other Party in this Agreement is untrue or incorrect.
- 14.3 A written notice of proposed termination delivered under section 14.2 will include a detailed explanation of the reasons for the proposed termination.
- 14.4 Within 20 Business Days of a written notice of proposed termination being delivered by a Party under section 14.2, the Senior Leadership Table will meet to discuss the reasons for the proposed termination and seek to address those reasons and may at any time agree to refer the matter to the Senior Officials.
- 14.5 If the Senior Leadership Table or the Senior Officials address the reasons for the proposed termination to the satisfaction of each Party, this Agreement will not be terminated.
- 14.6 If the Senior Leadership Table or the Senior Officials are unable to address the reasons for the proposed termination within 40 Business Days of the delivery of a written notice of proposed termination under section 14.2, or such other time period as the Parties may agree to in writing, the Party providing the notice to terminate may, at any time, provide a final notice to the other Party terminating this Agreement and this Agreement will terminate accordingly.

- 14.7 In attempting to address the reasons for the proposed termination, the Senior Leadership Table or the Senior Officials, as applicable, may consider the use of third parties, such as facilitators, mediators, or arbitrators.
- 14.8 For greater certainty,
- a) the termination of this Agreement under this Part 14 will also result in the concurrent termination of all Project Appendices; and
 - b) if either Party terminates a specific Project Appendix in accordance with the terms set out in that Project Appendix, this will not result in the termination of this Agreement or any other Project Appendix.
- 14.9 If this Agreement is terminated pursuant to section 14.6, Part 11 and sections 13.1, 13.2, 13.11, 13.12, 15.4, 15.5, and 15.7 will survive termination.

Part 15 General

Representations and Warranties

- 15.1 Simpcw represents and warrants to the Province, with the intent and understanding that such representations and warranties will be relied on by the Province in entering into this Agreement, that:
- a) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of Simpcw Nation Members;
 - b) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of Simpcw Nation Members; and
 - c) this Agreement is a valid and binding obligation of Simpcw.
- 15.2 The Province represents and warrants to Simpcw, with the intent and understanding that such representations and warranties will be relied on by Simpcw in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of the Province.

Legal Advice

15.3 The Parties confirm that they have each had the full opportunity to review the terms and conditions of this Agreement and each has sought independent legal advice with respect to the terms and conditions.

No Admissions

15.4 Nothing in this Agreement will be construed:

- a) as an admission by either Party of the validity or invalidity of any claim by Simpcw to any Title or Rights;
- b) as an admission by Simpcw of any Provincial authority or jurisdiction in Simpcw Territory;
- c) as limiting or prejudicing any position of Simpcw regarding the application of free, prior and informed consent within Simpcw Territory;
- d) as establishing, defining, limiting, denying, abrogating or derogating any of Simpcw's Title or Rights; or
- e) as in any way limiting the position either of the Parties may take in any process or proceeding except as expressly set out herein.

Section 35 of the Constitution Act, 1982

15.5 The Parties agree that this Agreement does not constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the Constitution Act, 1982.

Duty to Consult

15.6 The implementation of this Agreement according to its terms constitutes the means by which the Province will fulfill the procedural and information sharing obligations associated with the duty to consult Simpcw in respect of the Provincial Assessment of an Included Mine Project.

15.7 If Simpcw consents to the Included Mine Project proceeding pursuant to section 9.4, provided that the EA Certificate is not substantially changed from the draft EA Certificate with proposed certificate conditions that Simpcw reviewed in making its consent decision under section 9.3, Simpcw will not initiate or participate in any legal action or proceeding that challenges the EA Certificate on the basis that the Province has failed to fulfil its duty to consult and, if

appropriate, accommodate Simpcw or that the EA Certificate unjustifiably infringes Simpcw's Title and Rights.

- 15.8 For greater certainty, this Agreement does not limit or alter Simpcw's rights as an Indigenous nation under the EA Act in respect of a Provincial Assessment, unless expressly stated otherwise.

Notices

- 15.9 Except as expressly set out herein, any notice, document, request in writing or communication required or permitted to be given hereunder shall be in writing and delivered by email, mail or delivered in person to the Party to which it is to be given as follows:

To the Province:
EAO Project Lead
BC Environmental Assessment Office
PO Box 9426 Stn Prov Govt
Victoria BC V8W 9V1
Email: EAOInfo@gov.bc.ca

To Simpcw:
Chief Administrative Officer
7555 Dunn Lake Road
P.O Box 220
Barriere, BC V0E 1E0
Email: band.administrator@simpcw.com

or to such other address in Canada as either Party may advise in writing.

- 15.10 Any notice, document or communication will be deemed to have been given on the Business Day when delivered or when transmitted, if done during or before normal business hours in the city of the addressee and if after such normal business hours, the Business Day next following.

Amendments in Writing

- 15.11 This Agreement may be amended from time to time by the Parties in writing, subject to any internal governance approvals required by each of the Parties which, for BC, will include authorization by the Lieutenant Governor in Council, and provided that any amendment may not take effect until it is:

- a) signed by the authorized representatives of both Simpcw and the

Province;

- b) published in the Gazette in accordance with subsection 7(4) of the Declaration Act; and
- c) prescribed by the Lieutenant Governor in Council as an agreement under subsection 7(b) of the EA Act.

Periodic Review of Agreement

15.12 The Parties agree to periodically review the implementation of this Agreement, by agreement of the Parties or within one year following the completion of an Assessment of an Included Mine Project, to determine if this Agreement and its structures and processes are effective and achieving the purposes of this Agreement.

15.13 Where, following a review pursuant to section 15.12, the Parties agree that improvements should be made to this Agreement, the Parties will work together to determine what improvements are necessary and how to implement those improvements, including any recommendations for amendments to this Agreement in accordance with section 15.11.

Invalidity

15.14 If any part of this Agreement is void or unenforceable at law:

- a) the invalidity of that part 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; and
- b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the Parties' intent as expressed in this Agreement.

Assignment

15.15 Unless the Parties otherwise agree, this Agreement and any rights or obligations under this Agreement may not be assigned, in whole or in part.

Entire Agreement

15.16 This Agreement and any amendments to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement.

Applicable Laws

15.17 This Agreement will be governed by and construed in accordance with the applicable laws in force in the Province of British Columbia.

Other First Nations

15.18 This Agreement does not in any way affect or limit any consultation obligations that the Province may owe to other First Nations in relation to an Included Mine Project.

Intentional break – Agreement continues on next page.

Execution in Counterparts

15.19 This Agreement may be entered into by each of the Parties signing a separate copy of this Agreement and delivering it to the other Party by a method provided for herein or any other method agreed to by the Parties, and all executed counterparts taken together will constitute one agreement.

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

**Signed on behalf of
Simpchw First Nation:**



Chief George Lampreau

Date: July 15, 2026

Signed on behalf of the Province:



Honourable Spencer Chandra Herbert
Minister of Indigenous Relations and
Reconciliation

Date: July 15, 2026



Honourable Tamara Davidson
Minister of Environment and Climate
Change Strategy

Date: July 15 2026



Honourable Jagrup Brar
Minister of Mining and Critical Minerals

Date: July 15, 2026

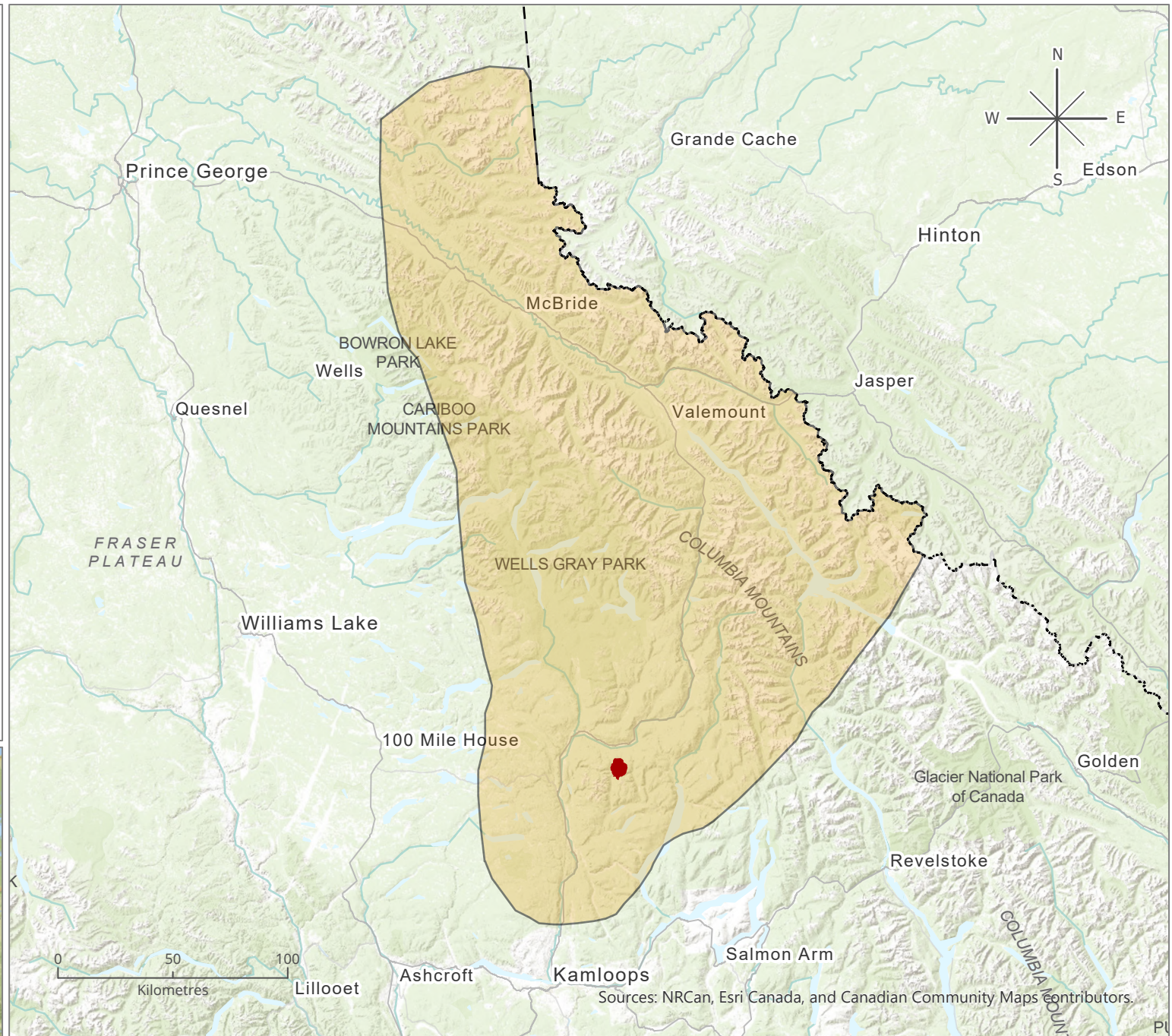
SCHEDULE 1: SIMPCW TERRITORY IN BRITISH COLUMBIA

- Yellowhead Copper Project Consent Area
- Simpcw Territory in British Columbia-
Secwepemcúlecw
- Province of BC

6/9/2026

Environmental Assessment Office - EAO GIS Services

NAD 1983 BC Environment Albers
 PCS: NAD 1983 BC Environment Albers
 GCS: GCS North American 1983
 Datum: North American 1983
 Projection: Albers



Appendix A

Yellowhead Project Appendix

This Project Appendix is attached to and forms part of the Consent Decision-Making Agreement between the Province and Simpcw.

Definitions

1. “Simpw Assessment Workplan” means the work plan and budget developed in accordance with the Simpcw Assessment Process setting out the scope, procedures, methods, timelines and funding of the assessment of the Yellowhead Project, which will be incorporated into the Simpcw Process Order.
2. “Sufficiency Statement” means a decision by Simpcw Council in accordance with the Simpcw Assessment Process indicating that baseline data is current, complete, and sufficient for decision-making.
3. “Yellowhead Proponent” means Trekor Metals Limited, a corporation within the meaning of the Business Corporations Act, SBC 2002, c. 57 (incorporation number BC0069082), and its successors and assigns.

Words and expressions that are not defined in this Project Appendix but are defined in the Agreement have the meanings ascribed to them in the Agreement, unless the context requires otherwise.

Project Details

4. The Parties agree that the Yellowhead Copper Project (Yellowhead Project), proposed by the Yellowhead Proponent, is an Included Mine Project for the purposes of the Agreement.
5. The Yellowhead Project is a reviewable mine project that includes the proposed construction, operation, and closure of a new open-pit copper mine located about 150 kilometres northeast of Kamloops, British Columbia, near the community of Vavenby. The Yellowhead Project has been designed with a production capacity of 90,000 tonnes of ore per day to produce a copper concentrate containing payable amounts of gold and silver, over a 25-year operational mine life.

Project Consent Area:

6. The Consent Area for the purposes of this Project Appendix is described below and shown in the Consent Area Map attached as Figure 1:
 - a. The Consent Area includes the footprint of Project facilities and infrastructure located on the proposed mine site. These include the open pit, concentrator, tailings storage facility, water treatment plant and associated mine site infrastructure. The Consent Area spatial boundary is

intended to provide enough flexibility to allow for minor footprint changes within the mine site while respecting the intent of the Consent Area to be where anticipated serious and direct impacts are expected to be most concentrated.

Collaboration Team

7. Each Party will identify members that will participate in the Collaboration Team to carry out the responsibilities as described in section 8.8 of the Agreement.
8. The Collaboration Team will be established within 10 Business Days of the date this Project Appendix takes effect in accordance with the Agreement.

Role of Proponent

9. The Parties acknowledge that the Yellowhead Proponent has been provided the Simpcw Assessment Policy and has been engaged to discuss the processes set out in this Project Appendix.
10. During the Assessments, the Parties will engage with the Yellowhead Proponent as appropriate to ensure that the Yellowhead Proponent has the opportunity to:
 - a. engage with the Collaboration Team respecting the planning and process alignment of the Parties' respective Assessments;
 - b. participate in discussions relating to the decision points described in section 13;
 - c. respond to any issues or concerns of Simpcw or the EAO; and
 - d. work with Simpcw and the EAO to try to address any issues or concerns.

Engagement Protocols and Process Alignment

11. The Parties will provide a Notice of Decision after each of the following decision points in their respective Assessments:

Simpcw	Province
a) Whether a proposed activity is subject to the Simpcw Assessment (Letter of Expectations) b) Completion of Step 1 of the Simpcw Assessment c) Completion of Step 2 of the Simpcw Assessment (Simpcw Readiness Decision) d) Appointment of Simpcw Process Committee e) Issuance of Simpcw Process Order f) Completion of Step 4 of the Simpcw Assessment (Sufficiency Statement) g) Completion of Simpcw Assessment Report h) Simpcw Decision Document	i) Initial Project Description approval (Section 13(3) of the EA Act) j) Notice of Application Submission (Section 27(2)(a) of the EA Act) k) EA Certificate Decision (Section 29(4)(c) of the EA Act)

12. The Parties acknowledge and agree that the requirements for a Notice of Decision are waived in respect of the decision points set out at sections 11 (a), (b), (c), (d) and (i).

13. The Parties will Collaborate in advance of each of the following decision points in their respective Assessments:

a. **SIMPCW DECISION POINTS REQUIRING COLLABORATION:**

- i. **Simpcw Assessment Workplan** – The Collaboration Team will Collaborate throughout the development of the Simpcw Assessment Workplan on the information requirements, methodologies and timelines for the Simpcw Assessment, taking into consideration:
 1. the Assessment Components;
 2. input received through the Process Committee and Simpcw community engagement;
 3. the extent of information that the Province will require in the EAO Process Order and during the post-Assessment permitting process;
 4. feedback from engagement with the Yellowhead Proponent; and
 5. other matters the Parties determine are relevant to the

effective completion of the Assessments.

- ii. **Simpcw Sufficiency Statement recommendation** – The Collaboration Team will Collaborate on the review of studies or data collected through the Assessments for the purposes of Simpcw making the determination whether the information collected meets the requirements of the Simpcw Assessment Workplan.
 - iii. **Simpcw Assessment Report** – The Collaboration Team will Collaborate throughout the development of the Simpcw Assessment Report, including the findings, recommendations and any proposed conditions, taking into consideration:
 - 1. the perspectives of the Process Committee;
 - 2. the potential findings, recommendations and conditions shared by the EAO associated with the Provincial Assessment; and
 - 3. engagement with the Yellowhead Proponent.
- b. EAO DECISION POINTS REQUIRING COLLABORATION:
- i. **Readiness Decision** (EA Act s. 16(2)) – The Collaboration Team will Collaborate on the timing and recommendations for a Readiness decision;
 - ii. **EAO Process Order** (EA Act s. 19(2)) – the Collaboration Team will Collaborate throughout the development of the EAO Process Order on the information requirements, methodologies and timelines, taking into consideration the Simpcw Assessment Workplan, amongst other relevant factors;
 - iii. **Acceptance of Revised Application** (EA Act s. 27(4)) –the Collaboration Team will Collaborate regarding whether information requirements have been met, taking into consideration relevant factors, including:
 - 1. the Collaboration in relation to the Simpcw Sufficiency Statement recommendation;
 - 2. the Notice issued under Section 27(2) of the EA Act; and
 - 3. the submission of a Revised Application by the Yellowhead Proponent.
 - iv. **EAO Recommendations for Environmental Assessment Certificate, including conditions** (EA Act s. 28(2)) – the Collaboration Team will Collaborate on the findings, recommendations and conditions for the final Environmental Assessment Report and draft EA Certificate, taking into consideration relevant factors including:

1. the Collaboration on the Simpcw Assessment Report; and
2. the Simpcw Decision Document, if available.

14. The Recommendation Notice contemplated in section 8.16 of the Agreement must be provided at least fifteen business days before the Recommendation is formally presented to the decision maker.

15. Figure 2 shows, for reference, a visual representation of the Parties' understanding of the alignment of their Assessment and decision-making processes for the purposes of the Yellowhead Project Assessment.

Term and Termination

16. The provisions of this Project Appendix will take effect as of the date the Agreement takes effect in accordance with section 14.1 of the Agreement.

17. This Project Appendix may be terminated in accordance with the process set out at sections 14.2 to 14.7 of the Agreement or, for certainty, by written agreement of the Parties.

**Signed on behalf of
Simpchw First Nation:**



Chief George Lampreau

Date: July 15, 2026

Signed on behalf of the Province:



Honourable Spencer Chandra Herbert,
Minister of Indigenous Relations and
Reconciliation

Date: July 15, 2026



Honourable Tamara Davidson
Minister of Environment and Climate
Change Strategy

Date: July 15 2026



Honourable Jagrup Brar
Minister of Mining and Critical Minerals

Date: July 15, 2026

FIGURE 1: YELLOWHEAD COPPER PROJECT CONSENT AREA

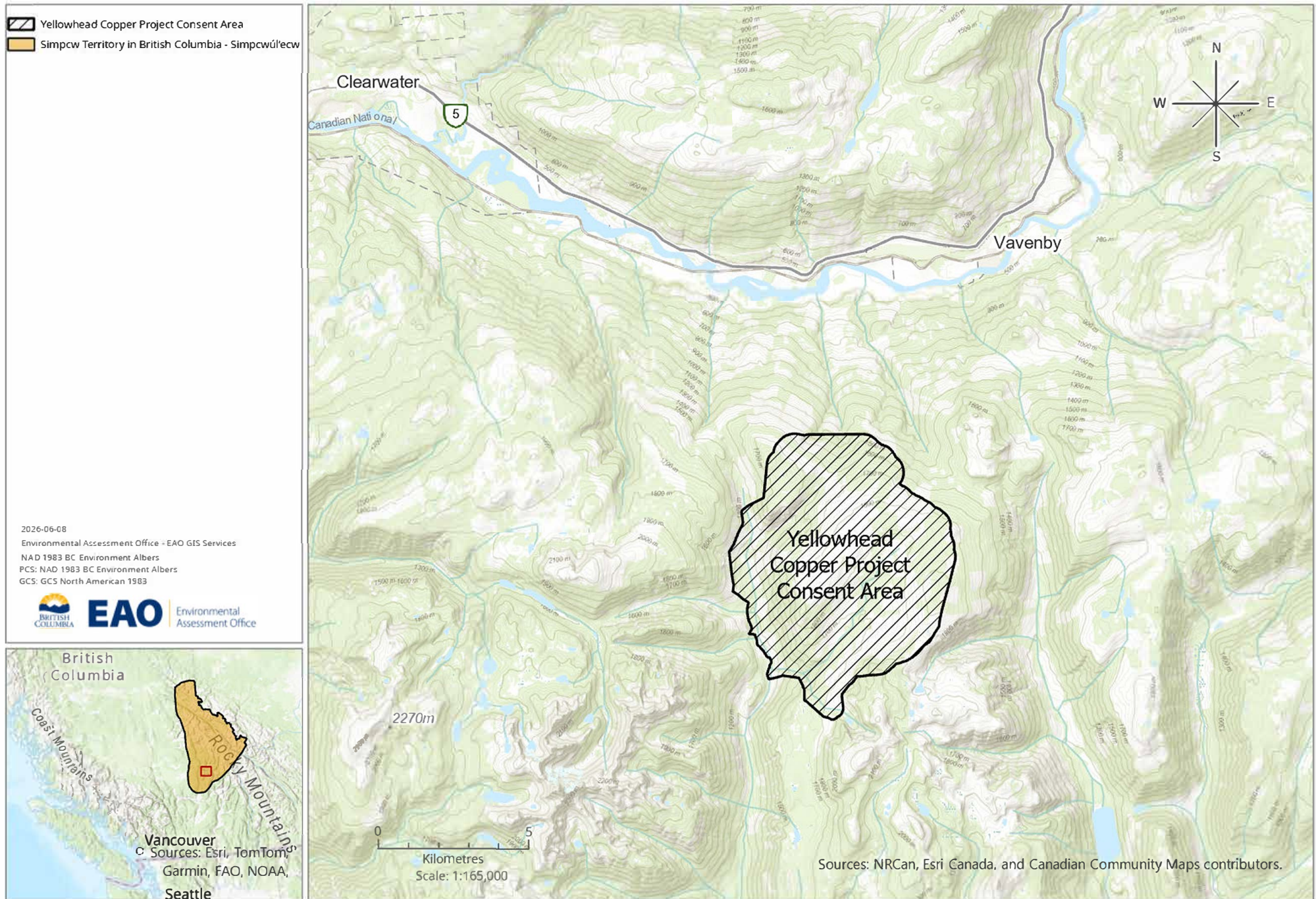


Figure 2: **Simpcw & EAO - Process Alignment & Collaboration Points**



Legend

Simpcw collaboration point

EAO collaboration point

EAO legislated timeline

