

**Haisla Nation
Forest
Consultation and Revenue Sharing Agreement (FCRSA)
(the "Agreement")**

**Between:
The Haisla Nation**

As Represented by
Chief and Council
(the Haisla Nation)

And

Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Aboriginal Relations and Reconciliation
("British Columbia")

(Collectively the "Parties")

WHEREAS:

- A. In 2003 Haisla Nation and British Columbia entered into a Forestry Interim Measures Agreement.
- B. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord.
- C. In 2006 the Haisla Nation along with other Coastal First Nations entered into a Strategic Land Use Planning Agreement and a Land and Resource Protocol.
- D. In 2009, in the spirit of the New Relationship and Transformative Change Accord, British Columbia and the Haisla Nation as part of the "Coastal First Nations" entered into a Reconciliation Protocol.
- E. This Agreement is intended to assist the Parties in achieving progress towards the goals agreed to in the agreements stated above and in particular, help to address the conditions that contribute to economic challenges among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.
- F. British Columbia recognizes that the Haisla Nation has Aboriginal Interests within its Traditional Territory, and this agreement is a bridging step to a future reconciliation of those Aboriginal Interests with Provincial title, rights and interests.
- G. This Agreement is also intended to assist in achieving stability and greater certainty for forest resource development on Crown lands within the claimed Traditional Territory of the Haisla Nation.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

1.1 For the purpose of this agreement, the following definitions apply:

1.1.1 **"Aboriginal Interests"** means:

- a) asserted aboriginal rights (including aboriginal title); or
- b) determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

1.1.2 **"Band Council Resolution"** means a resolution of Haisla Nation having the form of Appendix F.

1.1.3 **"BC Fiscal Year"** means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year.

1.1.4 **"Designate"** has the meaning given to that term in section 3.3.1.

1.1.5 **"Effective Date"** means the date on which this Agreement has been ratified and signed by each of the Parties.

1.1.6 **"Engagement Process"** means Appendix D of the Reconciliation Protocol.

1.1.7 **"First Fiscal Year of the Term"** has the meaning given to that term in section 3.3.

1.1.8 **"Forestry Related Land and Resource Decisions"** means an administrative or operational decision, or approval or renewal of a tenure, plan, permit or other authorization related to forest resources under provincial legislation.

1.1.9 **"Payment Account"** has the meaning given to that term in section 3.1.4.

1.1.10 **"Reconciliation Protocol" (RP)** means the Reconciliation Protocol signed by the Haisla Nation and British Columbia dated December 10, 2009, and as amended from time to time.

1.1.11 **"Revenue Sharing Contribution(s)"** means the payment(s) to be made by British Columbia to the Haisla Nation in accordance with Section 3.0 of this Agreement.

1.1.12 **"Term"** has the meaning given to that term in section 10.1.

1.1.13 **"Timber Harvesting Land Base"** means the portion of the total land area of a management unit considered by Ministry of Forests, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply.

- 1.1.14 “**Traditional Territory**” means the Haisla Nation’s claimed or asserted territory as identified on the map attached in Appendix A.
- 1.1.15 “**Treasury Board**” means the cabinet committee of British Columbia defined in the *Financial Administration Act*.

2.0 Purpose and Objectives

- 2.1 The purposes and objectives of this Agreement are:
- 2.1.1 To share forest revenues received by British Columbia with the Haisla Nation from forest resource development activities as an accommodation, where appropriate with respect to potential infringements of Haisla Nation Aboriginal Interests with respect to Forestry Related Land and Resource Decisions;
- 2.1.2 To provide an opportunity for the Haisla Nation to identify and pursue activities that will support the social, cultural and economic well-being of its members;
- 2.1.3 To affirm that the Parties will use the Engagement Process contained in the Reconciliation Protocol to assist the Parties to meet their legal obligations to consult and, where appropriate, accommodate with respect to Forestry Related Land and Resource Decisions; and,

3.0 Forest Revenue Sharing Contribution

- 3.1 Recipient Entity:
- 3.1.1 Unless the Haisla Nation elects to have another entity (its “Designate”) receive Revenue Sharing Contributions pursuant to section 3.1.2, recognizing that any such election does not relieve the Haisla Nation of its obligation under this agreement, the Haisla Nation will be the recipient of the Revenue Sharing Contributions.
- 3.1.2 Where the Haisla Nation chooses to have its Designate receive Revenue Sharing Contributions under this Agreement, British Columbia may withhold payment of the Revenue Sharing Contribution until it is satisfied that the Designate is a registered corporation or society with the legal authority and capacity to receive the funds for the purposes described in section 2.0 and that it has been appointed by Band Council Resolution documented in Appendix F to receive the Revenue Sharing Contribution on behalf of the Haisla Nation.
- 3.1.3 Haisla Nation will establish and throughout the Term maintain a bank account in the name of Haisla Nation (or the Designate, as the case may be) at a Canadian financial institution into which direct deposits can be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the “Payment Account”). Haisla Nation will provide to

British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.

- 3.2 Subject to section 3.1.2 and section 9.0 of this Agreement, British Columbia will during the Term make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to the Haisla Nation, or to its Designate, as the case may be, and, subject to section 3.4 and 3.7, the Revenue Sharing Contribution will be disbursed in two equal payments: the first payment to be paid on or before September 30th, and the second payment to be paid on or before March 31st.
- 3.3 Notwithstanding section 3.2, for the BC Fiscal Year in which the Effective Date falls (the "First Fiscal Year of the Term") the amount calculated in accordance with Appendix C is deemed to be \$345,171 (representing May 1, 2014 to March 31, 2015). For further certainty the first payment under this agreement will be on September 30, 2014.
- 3.4 For the purposes of determining the amount of the Revenue Sharing Contribution for partial BC Fiscal Years, the amount will be prorated to the month in which the Effective Date of this Agreement falls, or the month following the end of a payment period under a preceding agreement, as the case may be, and the month in which the Agreement expires or is terminated by the Parties.
- 3.5 Before November 30th of each year during the Term of the Agreement Haisla Nation will receive written notification from British Columbia of the Revenue Sharing Contribution for the following Fiscal Year (including the summary document(s) and calculations identified in Appendix C) and Haisla Nation agrees that such written notification will have the effect for the purposes of this agreement of describing the amount of the Revenue Sharing Contribution under this Agreement for the next Fiscal Year.
- 3.6 For each Fiscal Year subsequent to the First Fiscal Year of the Term, the Revenue Sharing Contribution will be provided by British Columbia to the Haisla Nation or its Designate in the manner specified in section 3.2 only if Haisla Nation has published all of the necessary statements and reports before the appropriate dates as set out in section 6.0 of this Agreement, is in all other respects in compliance with the terms of this Agreement and this Agreement has not been suspended or terminated pursuant to section 9.0.
- 3.7 Notwithstanding any other provisions of this Agreement, payments by British Columbia to the Haisla Nation pursuant to this Agreement are subject to:
- 3.7.1 There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any Fiscal Year or part thereof when any such payment may be required, to make that payment; and;

- 3.7.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in this Agreement.

4.0 Consultation Process

- 4.1 The Parties will follow the Engagement Process set out in Appendix D of the Reconciliation Protocol for consultation and decision making related to Forestry Related Land and Resource Decisions within the Traditional Territory.
- 4.2 If the Reconciliation Protocol terminates, or a Party withdraws from the Engagement Process before the end of the Term of this Agreement, or Forestry Land and Resources Decisions are removed from the scope of the Engagement Process, the Parties will use the consultation procedures as set out in Appendix B of this Agreement, including the Annual List of decisions embedded in that Appendix, commencing on the effective date of the termination of, or withdrawal from, the Reconciliation Protocol Engagement Process.
- 4.3 Funding provided pursuant to Section 11 of the Reconciliation Protocol will be used by the Haisla Nation to support the Engagement Process established in Appendix D of the Reconciliation Protocol for Forestry Related Land and Resource Decisions within the Traditional Territory, during the Term of this Agreement.

5.0 Acknowledgments and Covenants

- 5.1 The Haisla Nation agrees that the Reconciliation Protocol, Schedule D and the Revenue Sharing Contributions pursuant to this Agreement provide for an accommodation for any potential impacts on Haisla Nation's Aboriginal Interests as a result of Forestry Related Land and Resource Decisions May 1, 2014 to the end of the term of this agreement.
- 5.2 Subject to section 5.1, this Agreement does not address or affect any claims by the Haisla Nation regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the effective date of this Agreement.
- 5.3 The Reconciliation Protocol, Appendix D has identified the process the Parties have agreed to follow to assist in satisfying any legal obligations of British Columbia to consult and, where appropriate, accommodate, in accordance with relevant case law.
- 5.4 Haisla Nation acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.

6.0 Community Priorities, Annual Reports and Records

- 6.1 The Haisla Nation has established a fiscal accountability framework that includes:

- 6.1.1 By March 31 of each year of this Agreement, the Haisla Nation will prepare annual operating work plans and budgets for use of the next Fiscal Year's Revenue Sharing Contribution that will be used in programs, projects or investments that support the social, cultural and economic well-being of its members as identified in section 2.1.2 (Appendix D);
 - 6.1.2 Financial records will be maintained by the Haisla Nation in accordance with professional accounting practices;
 - 6.1.3 By June 30 of each year of this agreement, the Haisla Nation will complete audited annual financial statements and annual reports summarizing the planned and realized outcomes of any investments and project or program expenditures identified in section 6.1.1; and
 - 6.1.4 The Haisla Nation will make the above documents publically available to Haisla Nation membership and to British Columbia.
- 6.2 The information in the documents referred to in 6.1 will be considered public information by British Columbia.
 - 6.3 The documents referred to in section 6.1 will be provided to British Columbia within 120 days of the end of each BC Fiscal Year.
 - 6.4 Notwithstanding the termination or expiry of this Agreement, Haisla Nation will continue to comply with the provisions of section 6.1 until 120 days after it receives the last Revenue Sharing Contribution from British Columbia.

7.0 Stability for Land and Resource Use

- 7.1 Each party will respond immediately to any discussions sought by the other Party regarding any events or actions that adversely affect the achievement of the purposes of this Agreement with respect to Forestry Related Land and Resource Decisions.

8.0 Dispute Resolution

- 8.1 If a dispute arises between British Columbia and the Haisla Nation regarding the interpretation of a provision of this Agreement, the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.
- 8.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Haisla Nation.
- 8.3 If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the issue.

9.0 Suspension and Termination

- 9.1 British Columbia may suspend the making of further Revenue Sharing Contributions under this Agreement if it determines, that Haisla Nation is not fulfilling its obligations under sections 4.0 and 6.0 or sections 8.1 or 9.3 of this Agreement, or where the Haisla Nation has outstanding unfulfilled financial obligations to British Columbia arising from a direct award forest tenure issued further to an agreement between the Haisla Nation and British Columbia. Upon making any such determination, British Columbia will provide notice to Haisla Nation of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 9.2 If the alleged non-compliance by Haisla Nation is not resolved within 60 days of the notice provided pursuant to section 9.1, British Columbia will notify Haisla Nation that the alleged non-compliance remains unresolved and, without limiting the actions that may be taken by British Columbia, may terminate this Agreement.
- 9.3 If, during the Term of this Agreement, Haisla Nation challenges or supports a challenge to a Forestry Related Land and Resource Decision or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that, contrary to section 5.1, the Revenue Sharing Contribution provided for in section 3.0 of this Agreement does not provide an accommodation for impacts on Haisla Nation's Aboriginal Interests, or suspends its participation in this Agreement pursuant to section 9.6, then, without limiting any actions that may be taken by British Columbia, the Revenue Sharing Contribution provided for in section 3.0 may be suspended and/or this Agreement may be terminated by British Columbia.
- 9.4 This Agreement will terminate prior to the end of the Term in any one of the following circumstances; 90 days' written notice of termination is given by one Party to the other; termination occurs in accordance with any of the provisions of section 9.0; or upon mutual agreement of the Parties. In the event of such early termination of this Agreement, the Revenue Sharing Contribution for the Fiscal Year in which termination becomes effective will be prorated to the termination date.
- 9.5 If a Party gives written notice of its intention to terminate this Agreement effective 90 days from the date of the notice, the Parties will, prior to the end of the 90-day period, meet and will attempt to resolve any issue that may have given rise to the termination notice.
- 9.6 Haisla Nation may suspend their participation in this Agreement if it determines, acting reasonably, that British Columbia is not fulfilling its obligations under this Agreement, and upon making any such determination, Haisla Nation will provide notice to British Columbia of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 9.7 If the alleged non-compliance is not resolved within 60 days of the notice provided in section 9.6, the Haisla Nation will notify that the alleged non-

compliance remains unresolved and, without limiting the actions that may be taken by the Haisla Nation, may terminate this Agreement.

10.0 Term

- 10.1 The Term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with any of the provisions hereof, will end on the day immediately before the third anniversary of the Effective Date.

11.0 Renewal of the Agreement

- 11.1 Prior to the expiry of the Term, if the terms and conditions of this Agreement are being met, British Columbia and Haisla Nation will, if each party has received such authorizations as it may require, begin negotiations for the renewal of this Agreement or for a new agreement.

12.0 Amendment of Agreement

- 12.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 12.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

13.0 Entire Agreement

- 13.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

14.0 Notice

- 14.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.
- 14.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.

- 14.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Aboriginal Relations and Reconciliation
P.O. Box 9100 STN PROV GOVT
Victoria B.C. V8W 9B1
Telephone: (250) 356-1394
Fax: (250) 387-6073

Haisla Nation

Chief Ellis Ross
Haisla First Nation
PO Box 1101
Kitmaat Villiage, BC V0T 2B0
Telephone: (250) 639-9361
Fax: (250) 632-2840

15.0 Miscellaneous

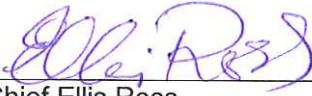
- 15.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.
- 15.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 15.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 15.4 Subject to paragraph 9.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 15.5 British Columbia acknowledges and enters into this Agreement on the basis that the Haisla Nation has Aboriginal Interests within their Traditional Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Haisla Nation have yet to be determined.
- 15.6 References in this Agreement to Crown lands are without prejudice to the Haisla Nation's Aboriginal title and/or rights claims over those lands.
- 15.7 This Agreement does not address or affect any claims by the Haisla Nation regarding impacts on its Aboriginal Interests resulting from past Forest Related Land and Resource Decisions made by British Columbia prior to the effective date of this Agreement
- 15.8 This Agreement and any decisions made during the Term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities
- 15.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 15.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 15.11 This Agreement is not intended to limit any obligation of forest or range Licensees or other third parties to the Haisla Nation.
- 15.12 This Agreement does not exclude the Haisla Nation from accessing forestry economic opportunities and benefits, which may be available to the Haisla Nation, other than those expressly set out in this Agreement.
- 15.13 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.
- 15.14 This Agreement does not constitute an admission of an obligation to provide financial or economic benefits, as provided in this Agreement, as part of the British Columbia's obligation to consult and, where appropriate, accommodate.

- 15.15 Acceptance of the financial and economic benefits provided by British Columbia under this agreement and the Reconciliation Protocol by the Haisla Nation does not necessarily constitute an acknowledgement that British Columbia has fully met its' obligations to consult and, where appropriate accommodate, as described in the relevant case law.
- 15.16 If any part of this Agreement is void or unenforceable at law, that part will be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 15.17 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 15.18 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 15.19 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 15.20 The appendices to this Agreement form part of the Agreement.

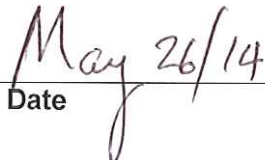
15.21 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

Haisla Nation




Chief Ellis Ross



Date



Councillor



Councillor




Witness of Haisla Nation signatures

Signed on behalf of:

Government of British Columbia



Minister of Aboriginal Relations and Reconciliation



Date

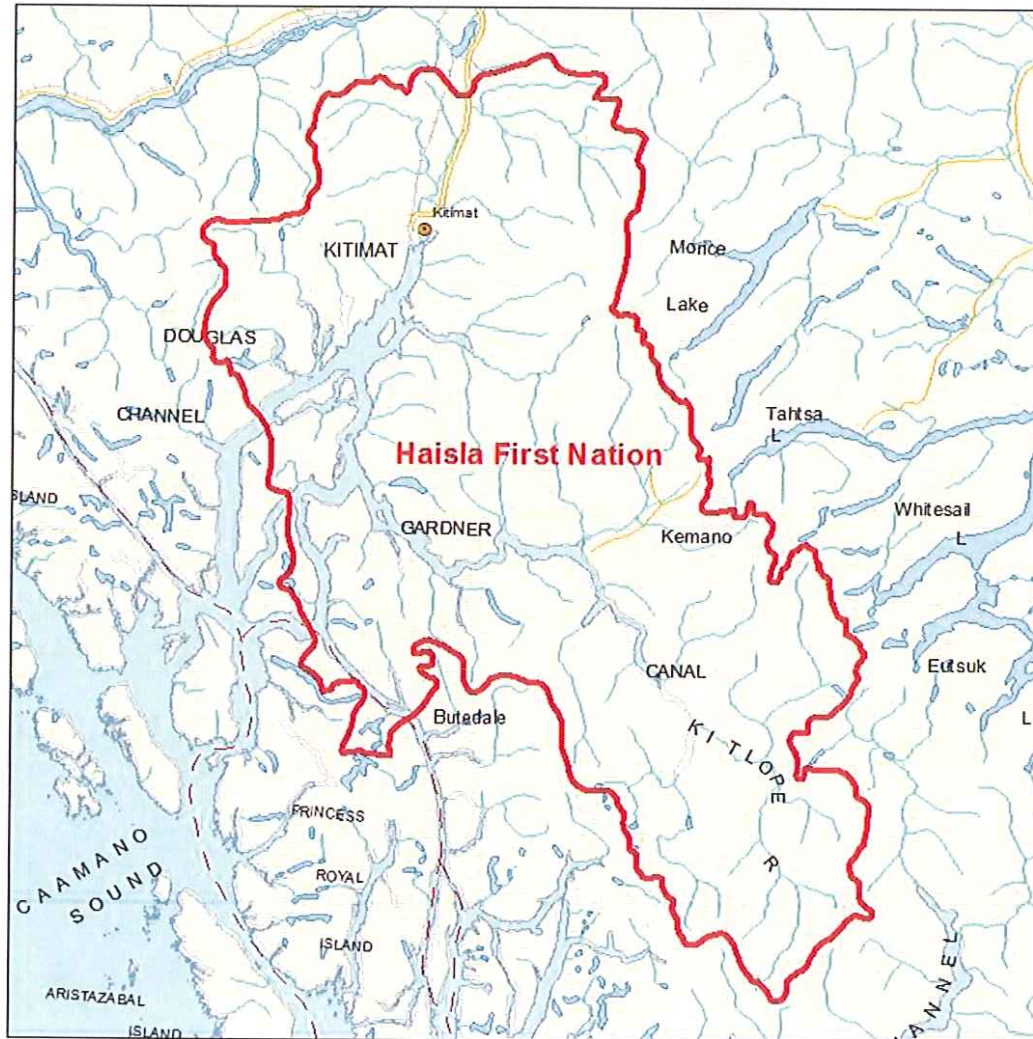


Witness of Minister signature

APPENDIX A

Map of Haisla Nation Traditional Territory

Appendix A: Map of the Haisla First Nation Traditional Territory



 Forest and Range Consultation and Revenue Sharing Agreement Boundary

0 10 20 40 Kilometers

Date: April 15th, 2014

This map has been prepared for information purposes only and is not intended to create, recognize, limit or deny any aboriginal rights, including title, that any First Nations may have, or impose any obligations on British Columbia or alter the legal status of resources within the Province or the existing legal authority of British Columbia.



Key Map



APPENDIX B

Consultation

On Operational and Administrative Decisions and Operational Plans.

If the Reconciliation Protocol terminates, or the Haisla Nation withdraws from the Engagement Process before the end of the Term of this Agreement, or Forestry Land and Resources Decisions are removed from the scope of the Engagement Process, in order to facilitate consultation with respect to Operational and Administrative Decisions and Operational Plans, the Parties have agreed to use the matrix framework set out in section 1.9 of this Appendix ("section 1.9"), which allows the Parties to determine which Operational and Administrative Decisions and Operational Plans will require consultation, as well as the associated appropriate level of consultation for those decisions and plans.

1.1 In this Appendix, the following definitions apply:

"Administrative and/or Operational Decision" means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation as identified in the First Annual List and/or Annual List as defined in Appendix B;

"Annual List" means the annual list of Operational and Administrative Decisions and Operational Plans that may require consultation in a fiscal year of the Agreement;

"Delegated Decision Maker" and **"DDM"** means a person with authority, to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time.

"Licencee" means a holder of a forest tenure or a range tenure.

"Operational Plan" means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest and range legislation) that has or will have effect in the Haisla Nation's Traditional Territory.

- 1.2 British Columbia agrees to consult with Haisla Nation in accordance with the applicable consultation level agreed to by the Parties under section 1.9 on Operational Plans, Operational Decisions, and Administrative Decisions that may potentially adversely impact Haisla Nation's Aboriginal Interests within the Traditional Territory.
- 1.3 Haisla Nation agrees to fully participate with British Columbia and/or Licensees or licence proponents, as set out in this Agreement and in accordance with the applicable level of consultation to which the Parties have agreed under section 1.9 in information sharing and/or consultation regarding proposed Operational

Decisions, Administrative Decisions, and Operational Plans dealing with forest and range development within the Traditional Territory.

- 1.4 Prior to entering into this Agreement, the Parties will agree on the applicable consultation levels for the decisions on the Annual List, using the consultation levels described in section 1.9.
- 1.5 For subsequent Fiscal Years, the Parties may meet annually on or before March 31st, if required, to discuss the Annual List and, in the case of decisions and plans for which the Parties have not already agreed to a consultation level described in section 1.9 in a preceding fiscal year, the Parties will agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans on the Annual List, in accordance with section 1.9.
- 1.6 When British Columbia becomes aware of proposed types of Operational or Administrative Decisions or Operational Plans not contained in the Annual List that will have effect within the Traditional Territory of Haisla Nation during the current fiscal year, British Columbia will notify the Haisla Nation of those new types of decisions or plans and the Parties will seek to agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans, in accordance with section 1.9.
- 1.7 In reviewing and responding to an Operational Decision, Administrative Decision, or Operational Plan submitted to them, Haisla Nation will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, a licensee or proponent) that supplied the proposed decision or plan to them, with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities pursuant to that Operational Decision, Administrative Decision or Operational Plan within the Traditional Territory.
- 1.8 If no response is received from Haisla Nation within the timeframe set out in section 1.9, then British Columbia may conclude that Haisla Nation does not intend to respond or participate in the consultation process in respect of the Operational or Administrative Decision or Operational Plan and that a decision may proceed.
- 1.9 The Parties agree to the following description and intent of the consultation levels:



Level	Description	Intent
1. Information Sharing	Proponent or tenure holder engages Haisla Nation during planning to provide opportunity to incorporate Aboriginal Interests prior to	Proponent or tenure holder engages directly with Haisla Nation, and provides summary of communications to British

Level	Description	Intent
	submitting plan/request to Decision Maker.	Columbia.
2. Available on Request	Type of notification whereby British Columbia informs Haisla Nation they will not be sending out information.	Haisla Nation can request from British Columbia more detailed information about decisions made at this level.
3. Notification	Notify in writing Haisla Nation about an upcoming decision and provide overview information. Would be an opportunity for comment.	British Columbia provides Haisla Nation base level information and a short reasonable time (21-30 calendar day consultation period determined by the Parties) to comment. Limited follow-up.
4. Expedited Consultation Process	Where there is an imminent threat to a resource value (e.g. mountain pine beetle spread control) an expedited consultation process is undertaken.	Intense but short timeline (about 10 calendar days). A justification for shortening the period would be given by describing the imminent threat. May require a meeting.
5. Normal Consultation	Follow on “normal” track for consultation guided by up-to-date consultation policy. Meetings to resolve issues where possible and make decision in a timely manner.	Intent to follow this course in most circumstances. Usually a 30 – 60 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Haisla Nation of the final decision where requested by the Haisla Nation.
6. Deep Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary. Preliminary assessments may indicate a significant aboriginal interest and a significant impact to that interest.	Would involve meaningful discussion of suitable accommodation options and interim solutions where appropriate. May require extended timelines. British Columbia will provide the Haisla Nation with the final decision and rational in writing.

- 1.10 The Parties may agree to adjust the consultation levels for specific circumstances where detailed aboriginal interest information is shared that would suggest a different consultation level.
- 1.11 Haisla Nation agrees that the province is not obligated, unless requested by the Haisla Nation, to inform the Haisla Nation of the Delegated Decision Maker's decision for decisions on which the consultation level has been level three (3) or lower.
- 1.12 If the Parties cannot agree upon which consultation level in section 1.9 should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Haisla Nation on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.

Annual List					
Decision Category	Decision	Delegated Decision Maker ¹	Consultation Level	Consultation Period ²	Comments/Pending Decisions
ADMINISTRATIVE DECISIONS					
Timber Supply Area	Timber supply review resulting in Allowable Annual Cut (AAC) determination	Chief Forester	5	24 months total	<i>Multiple 60-day processes at discreet intervals over a 24 month period</i>
Timber Supply Area	AAC apportionment or disposition	Minister of Forests, Lands & Natural Resource Operations	5	30-60 days	
Tree Farm Licence	Timber supply review resulting in an AAC determination	Deputy Chief Forester	5	12-24 months total	<i>Multiple processes at discreet intervals</i>
Tree Farm Licence	Management Plan approval	Deputy Chief Forester	3	21-30 days	<i>Consultation usually combined with AAC determination</i>
Tree Farm Licence	Deletion of Crown or private land from TFL	Minister of Forests, Lands & Natural Resource Operations	5	30-60 days	
Tree Farm Licence	Replacement, consolidation or subdivision	Minister of Forests, Lands & Natural Resource Operations	3	21-30 days	
Tree Farm Licence/Forest Licence/Timber Licence/Woodlot Licence	Transfer	Various	3 or 5	21-60 days	<i>Transfer of TFL/FL = Level 5 Transfer of TL/WL = Level 3</i>
Timber Licence	Extension or consolidation	Regional Executive Director	3	21-30 days	
Forest Licence	Replacement, consolidation or subdivision	Regional Executive Director	3	21-30 days	
Forest Licence	Issuance of FL	Regional Executive Director	5	30-60 days	
Non-Replaceable Forest Licence	Extension or issuance of NRFL	Regional Executive Director	3 or 5	21-60 days	<i>Extension = Level 3 New Tenure = Level 5</i>
Community Forest Agreement	Establishment and advertisement of new CFA area	Regional Executive Director/District Manager	5	30-60 days	
Community Forest Agreement	Issuance of a CFA	Regional Executive Director	5	30-60 days	<i>Consultation usually combined with Mgmt Plan as CFA cannot be issued until the Mgmt Plan is approved</i>
Community Forest Agreement	Approval of new CFA Management Plan or major amendment	District Manager	3 or 5	21-60 days	<i>Major Amendment = Level 3 New Plan = Level 5</i>
Community Forest Agreement	Boundary amendment	Regional Executive Director/District Manager	3	21-30 days	
Community Forest Agreement	Probationary CFA transition to CFA	Regional Executive Director	3	21-30 days	
Community Forest Agreement	CFA replacement	Regional Executive Director	3	21-30 days	
Woodlot Licence	Establishment of new WL area	District Manager	5	30-60 days	

Woodlot Licence	Issuance of a WL	District Manager	5	30-60 days	<i>Consultation usually combined with Mgmt Plan as WL cannot be issued until Mgmt Plan is approved</i>
Woodlot Licence	Approval of new WL Management Plan or major amendment	District Manager	3 or 5	21-60 days	<i>Major Amendment = Level 3 New Plan = Level 5</i>
Woodlot Licence	Boundary amendment, consolidation or replacement	District Manager	3	21-30 days	
First Nations Woodland Licence	Award of FNWL	Regional Executive Director	5	30-60 days	<i>Consultation usually combined with Mgmt Plan as FNWL cannot be issued until the Mgmt Plan is approved</i>
First Nations Woodland Licence	Approval of new FNWL Management Plan or major amendment	District Manager	3 or 5	21-60 days	<i>Major Amendment = Level 3 New Plan = Level 5</i>
First Nations Woodland Licence	Boundary amendment or replacement	Regional Executive Director/District Manager	3	21-30 days	
Forestry Licence to Cut	Issuance of FLTC or amendment to existing	District Manager or Timber Sales Manager	1, 3 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of proponent-led info sharing. Includes minor cutting, small scale salvage, rec sites and trails, etc.</i>
Forestry Licence to Cut	Issuance of FLTC for community wildfire protection	Regional Executive Director	1 or 3	0-30 days	<i>Non-emergency licence to cut for wildfire prevention</i>
Occupant Licence to Cut	Issuance or amendment of OLTC	District Manager	2	n/a	<i>Consultation often done as part of a Project at the Land Act tenure issuance. Generally involves minor tree removal to allow for new infrastructure/facilities installation, ie. cell towers, heli-ski glading, non-emergency community wildfire protection, etc.</i>
BC Timber Sales	New timber sales licence (TSL)	Timber Sales Manager	1 and 5	0-60 days	<i>BCTS-led process – level superseded by any BCTS/FN Protocol Agreement</i>
Special Use Permit	Issuance of new SUP	District Manager	1 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of any licensee-led info-sharing</i>
Special Use Permit	Amendment or replacement of existing SUP	District Manager	1 or 3	0-30 days	<i>Supplemental consultation level subject to outcome of any licensee-led info-sharing</i>
Forestry Related Land Act Tenure	Issuance of new tenure over previously undisturbed site	Regional Executive Director or Designate/District Manager	1 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of any proponent-led info-sharing</i>
Forestry Related Land Act Tenure	Amendment, extension, assignment or replacement of tenures on previously impacted/developed site	Regional Executive Director or Designate/District Manager	1 or 3	0-30 days	<i>Supplemental consultation level subject to outcome of any proponent-led info-sharing. Some replacements may be referred as part of a 'batch' following a unique process.</i>

Forestry or Recreation Related Land Act Tenure	Section 16 reserve or Section 17 designation	Regional Executive Director or Designate/District Manager	3	21-30 days	
Higher Level Plan	Land use objectives – new or major amendments	Minister of Forests, Lands & Natural Resource Operations	5	30-60 days	
Old Growth Management Area	Amendment to existing or establishment of new OGMA	District Manager	1 or 3	0-30 days	<i>OGMAs tend to protect existing old growth stands from harvest and alternatively serve to recruit old growth from younger stands. Supplemental consultation subject to outcome of any licensee-led info-sharing</i>
Government Actions Regulation	Establishment of GAR	Regional Executive Director or Designate/District Manager	3	21-30 days	<i>Generally GAR order serves to protect lands from development</i>
Recreation Sites & Trails	Establishment of a previously existing/non-established or new interpretive forest site, recreation site or trail under <i>FRPA</i> Section 56	Assistant Deputy Minister Sites and Trails BC	3 or 5	21-60 days	<i>Previously existing = Level 3 New = Level 5</i>
Recreation Sites & Trails	Dis-establish recreation sites and trails	Assistant Deputy Minister Sites and Trails BC	2	n/a	
Recreation Sites & Trails	Trail construction under <i>FRPA</i> Section 57	Regional Manager/District Recreation Officer Sites and Trails BC	3	21-30 days	
Recreation Sites & Trails	Protection of recreation resource under <i>FRPA</i> Section 58	Regional Manager Sites and Trails BC	3	21-30 days	
Recreation Sites & Trails	Expansion, alteration, improvement or rehabilitation of an existing forest interpretive site, recreation site or trail	Regional Manager Sites and Trails BC	3	21-30 days	
OPERATIONAL PLANS					
FL/TL/TFL/CFA/FNWL	Forest Stewardship Plan extension	District Manager	3	21-30 days	
FL/TL/TFL/CFA/FNWL	Forest Stewardship Plan approval, including major amendment	District Manager	5	30-60 days	
FL/TL/TFL/CFA/FNWL	Forest Stewardship Plan, minor amendment	District Manager	2	n/a	
WL/FNWL	New Licence Plan or major amendment or extension	District Manager	3 or 5	21-60 days	<i>Amendment/Ext'n = Level 3 New = Level 5</i>
Range Tenure	Range Use Plan or Stewardship Plan, including major amendments	District Manager	5	30-60 days	
Range Tenures	Range Use Plan or Stewardship Plan extensions	District Manager	3	21-30 days	

Range Tenures	Range Use Plan or Stewardship Plan minor amendments	District Manager	2	n/a	
OPERATIONAL DECISIONS					
FL/TL/TFL/CFA/WL/FNWL	Cutting Permit issuance	District Manager	1, 3, 4 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of licensee-led info-sharing</i>
FL/TL/TFL/CFA/WL/FNWL	Cutting Permit amendment	District Manager	2	n/a	<i>Generally these are minor amendments only – may be subject to licensee-led info sharing</i>
Road Permit	Road Permit issuance/amendment	District Manager and Timber Sales Manager	1, 3, 4 or 5	0-60 days	<i>Supplemental consultation level subject to outcome of licensee-led info-sharing</i>
Road Use Permit	New Road Use Permits on existing Forest Service Roads	District Manager	2	n/a	
Forest Investment Account	Sustainable forest management planning; management unit/watershed level strategies/plans; resource inventories; monitoring; decision support; stand treatments; recreation, etc	District Manager	1 to 5	0-60 days	<i>Consultation/info sharing levels guided by Land Based Investment (LBI) Interim First Nations Info Sharing Guidelines 2010 developed under the LBI program and generally recipient-led</i>
Free Use Permit	Free use permit issuance for First Nation's traditional and cultural activities	District Manager	2	n/a	
Miscellaneous	Authority to harvest timber by Crown agents (Section 52 <i>Forest Act</i>)	District Manager	2	n/a	<i>May include FSR realignment, helipad clearing for BCTS, research branch destructive sampling, etc</i>
Miscellaneous	Permit to grow and/or harvest Christmas Trees on Crown land	District Manager	2	n/a	<i>Often in association with compatible land use such as hydro power line ROW</i>

Notes to Matrix

1. This consultation matrix does not apply to Administrative or Operational Decisions associated with multi permitted, non-forestry related projects (i.e. mine, clean energy project, etc). In such cases, a coordinated, project-based approach to consultation will be undertaken.
2. For informational purposes only; decision maker level bound by legislation and delegation processes which may vary over time.

APPENDIX C

Revenue Sharing Contribution Methodology

Traditional Territory Forest Revenue Sharing Component

- 1.0 In each Fiscal Year that this Agreement is in effect, and subsequent to the release by the Minister of Finance of the previous Fiscal Year's public accounts of British Columbia, a summary document will be prepared of the Kalum and North Coast Districts' forest revenue, defined as the total of stumpage, waste and annual rent payments received by the Crown for the previous 2 Fiscal Years. An average amount over 2 years will be calculated for Kalum and North Coast Districts.
- 1.1 For the purposes of the summary document in section 1.0 of this Appendix, the stumpage payments from Haisla Nation's Forest License (if applicable) will not be included in the calculations of forest revenue.
- 1.2 The amount of the forest revenue attributed to the Haisla Nation's Traditional Territory will be calculated by determining the percent of Haisla Nation's Traditional Territory that falls within the Timber Harvesting Land Base in Kalum and North Coast Districts, applied against the forest revenue described in section 1.0 of this Appendix. This calculation will prorate for overlapping territories of other First Nations.
- 1.3 The Traditional Territory Forest Revenue Sharing Component will be calculated by multiplying 5 percent of the forest revenue attributed to the Haisla Nation as described in section 1.2 of this Appendix.
- 1.4 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 1.0 to 1.4 of this Appendix will be performed.

Direct Award Tenure Forest Revenue Sharing Component

- 2.0 Subsequent to the release by the Minister of Finance of the previous Fiscal Year's public accounts of British Columbia, a summary document will be prepared of Haisla Nation's Forest License (if applicable) forest revenue, defined as the total of stumpage payments received by the Crown for the previous Fiscal Year.
- 2.1 The Direct Award Forest Tenure Revenue Sharing Component will be calculated by multiplying 75 percent of the forest revenue as described in section 2.0 of this Appendix.
- 2.2 For each Fiscal Year that this Agreement is in effect, the calculations outlined in sections 2.0 and 2.1 of this Appendix will be performed.

Forest Revenue Sharing Transition

- 3.0 The Parties agree that a transition to revenue sharing based entirely on Forest Revenue will be phased in over the term of the Agreement.

- 3.1 For each BC Fiscal Year that this Agreement is in effect, a portion of the Revenue Sharing Contribution is calculated by adding the total of the Traditional Territory Forest Revenue Sharing Component to the Direct Award Tenure Forest Revenue Sharing Component for that BC Fiscal Year.
- 3.2 For each BC Fiscal Year that this Agreement is in effect, the remaining portion of the Revenue Sharing Contribution is calculated by determining the value of the payments that were made by British Columbia to Haisla Nation in any given full year under the *Haisla Forestry/Range Agreement (2004)* ("the Annual Amount") and applying the following percentages to that Annual Amount:
- 3.2.1 2014/15 BC Fiscal Year: 45 percent;
- 3.2.2 2015/16 BC Fiscal Year: 40 percent; and
- 3.2.3 2016/17 BC Fiscal Year: 0 percent.
- 3.3 Notwithstanding section 3.2 of this Appendix, if the Revenue Sharing Transition Calculation for BC Fiscal years 2014/15 and 2015/16 under section 3.1 provides:
1. an amount calculated under sections 1.2 and 2.1 of this Appendix that is equal to or greater than the annual payments received under the *Haisla Forestry/Range Agreement (2004)*, then the Haisla Nation shall only receive the annual payments described by the Revenue Sharing Transition Calculation in section 3.1 for BC Fiscal Years 2014/15 and 2015/16;
 2. an amount calculated under the Revenue Sharing Transition Calculations in sections 3.1 and 3.2 of this Appendix that is greater than the annual payments received under the *Haisla Forestry/Range Agreement (2004)*, then the Haisla Nation shall only receive an annual payment for BC fiscal Years 2014/15 and 2015/16 that is equal to the annual payment received under the *Haisla Forestry/Range Agreement (2004)*.

APPENDIX D

Statement of Community Priorities

Community Priority	Annual Amount			Specific Outcomes	Measurement Criteria
	2014/2015	2015/2016	2016/2017		

APPENDIX E
Community Priorities
Annual Report

Community Priority	2014/2015 Planned Expenditures	2014/2015 Actual Expenditures	Outcomes Achieved	Variance Explanation

APPENDIX F

Band Council Resolution Appointing the Recipient Entity for this Agreement (“Designate”)