

This Agreement is dated the \_\_\_\_ day of \_\_\_\_, 2018

**YECWEMINUL'ECW LAND AND RESOURCE USE AGREEMENT**

BETWEEN:

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

AND:

**CANIM LAKE INDIAN BAND (Tsq'escen)**  
**SODA CREEK INDIAN BAND (Xat'sūll)**  
**STSWECEMC/XGAT'TEM FIRST NATION**  
**WILLIAMS LAKE INDIAN BAND (T'exelc)**  
(Each an "NStQ Community", and collectively "NStQ")

(Collectively, the "Parties")

**Whereas:**

- A. NStQ Communities are jointly negotiating a treaty with Canada and the Province under the BC Treaty process;
- B. NStQ has Aboriginal Interests within NStQ Territory; Aboriginal rights, including Aboriginal title, are recognized and affirmed under section 35 of the *Constitution Act*, 1982;
- C. The Province seeks to fulfil its consultation and accommodation obligations, including the fulfillment of its duty to consult and, where appropriate, accommodate in a manner that addresses the interests of the Parties
- D. The Province is a province of Canada with law-making authority within British Columbia pursuant to section 92 of the *Constitution Act*, 1867;
- E. The Parties hold differing views with regard to sovereignty, title, ownership and jurisdiction over NStQ Territory;
- F. Notwithstanding and without prejudice to their divergence of views, the Parties seek a more productive relationship and hereby choose a more respectful approach to co-existence through land and natural resource management on NStQ Territory through an agreed shared decision-making process;
- G. In the spirit of the New Relationship, and the Transformative Change Accord documents, the Parties wish to establish understandings and commitments that focus on a government-to-government relationship that enables NStQ to make progress toward socio-economic objectives;

- H. Canada has committed to implement the United Nations Declaration on the Rights of Indigenous People in partnership with Indigenous Peoples, acknowledging the importance of a nation-to-nation relationship with Indigenous Peoples based on recognition of rights, respect, co-operation and partnership;
- I. The Province is committed to true, lasting reconciliation with Indigenous peoples and has committed to fully adopting and implementing the United Nations Declaration on the Rights of Indigenous Peoples, and the Calls to Action of the Truth and Reconciliation Commission and the work that evolves from engagement on the Draft Principles that guide the Province of British Columbia's Relationship with Indigenous Peoples and
- J. The Parties acknowledge that Government to Government relations are an ongoing and iterative process that encompass many components, one of which is land and resource use. This Agreement sets out mutually agreed processes with respect to Land and Resource Use and which the Parties may change or refine from time to time by mutual agreement following the procedures set out in this Agreement.
- K. The Supreme Court of Canada in *Tsilhqot'in Nation v. British Columbia*, 2014 SCC 44, found that the Tsilhqot'in Nation had established Aboriginal title in British Columbia;

therefore the Parties agree as follows:

## 1 DEFINITIONS

1.1 In this Agreement the following definitions apply:

**"Aboriginal Interests"** means asserted or determined aboriginal rights, including aboriginal title recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

**"Agreement"** means this Yecweminul'ecw Land and Resource Use Agreement, including all of its parts and appendices;

**"Applicant"** means a person, corporation or entity, or their agent, including the Province and any agent of the Province, that has submitted an Application;

**"Application"** means an application under consideration by a Provincial Agency, on or after the Effective Date seeking authorization(s) for land and resource use that:

- (a) relates to or impacts on provincial Crown lands, water or resources within NStQ Territory; and
- (b) has the potential to adversely affect NStQ Aboriginal Interests,

including the application document, any materials for amendment, renewal or replacement of approvals, and all supporting material;

**"Chief"** means, in respect of an NStQ Community, "chief" within the meaning of the *Indian Act*;

**"Designated Representative"** means (a) with respect to the Province, a Deputy Minister, an Assistant Deputy Minister, or a Regional Director, and (b) with respect to the NStQ, a band councillor or natural resources manager;

**"Dispute"** means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement, but does not include a disagreement regarding any Recommendations, or any decisions on Applications made by a Provincial Agency following Engagement.



**“Dispute Resolution”** means the processes by which representatives of the Parties seek to resolve disputes respecting the interpretation or implementation of this Agreement, as set out in Part 12;

**“Effective Date”** means the last date on which this Agreement has been fully executed by the Parties;

**“Engagement Framework”** means the framework set out for meeting the Province’s legal obligations for consultation established under Appendix D;

**“Engagement Level”** or **“Level”** means the level of engagement determined under the Engagement Framework, as set out in Appendix D;

**“Engagement Level Modifier”** means the principles for guiding Engagement as outlined in Appendix D Table 4.

**“Engagement Start Date”** means the date that an Information Package is received by NStQ, or if applicable, the date the Parties confirm the Engagement Level;

**“Engagement Level 4 Subcommittee”** means a subcommittee established by the Stewardship Forum pursuant to Part 8 of Appendix D;

**“Executive Committee”** means the committee established under section 4.5 of this Agreement;

**“Final Agreement”** means a treaty among NStQ, Canada and British Columbia that will be negotiated under the BC Treaty Process;

**“Implementation Plan”** means the plan set out in Appendix E;

**“Information Package”** means the package of information described in Table 3 of Appendix D provided in relation to an Application;

**“Initial Response Period”** means the seven Calendar Day period commencing on the Tuesday in the week following the Province’s delivery of an Information Package to NStQ or, in the event that the Tuesday is not a Business Day, commencing on the next Business Day following that Tuesday;

**“Member”** means any person who is on the official band list of an NStQ Community;

**“Minister”** means the British Columbia Minister having responsibility for a particular matter being addressed under this Agreement;

**“NStQ”** means the Northern Secwepemc te Qelmucw comprised of the four NStQ Communities;

**“NStQ Agreement-in-Principle”** means the draft agreement dated July 6, 2015 negotiated between the Province, the NStQ, and Canada, as part of the BC Treaty Process;

**“NStQ Community”** means any one of the Canim Lake Indian Band, Stswecemc/Xgat’tem First Nation, Soda Creek Indian Band, and Williams Lake Indian Band each of which is a “band” within the meaning of the *Indian Act* and **“NStQ Communities”** means all of them;

**“NStQ Portal”** means the agreed upon electronic means to support implementation of processes outlined in Appendix D;

**“NStQ Territory”** means for the purposes of this Agreement the area asserted as the traditional territory of the NStQ as described in Appendix A;

**“Provincial Agency”** means a provincial ministry and branch or division of a provincial ministry, listed in Appendix B, or its successor ministry;

**“Provincial Decision Maker”** means an official or designate of a Provincial Agency, with authority to make statutory decisions with respect to an Application;

**“Provincial Representative”** means an individual identified in an Information Package as the primary contact person for a Provincial Agency in relation to an Application for the purposes of the Engagement Process;

**“Recommendations”** mean recommendations that are developed by either or both of the Parties respecting proposed mitigation and accommodation pertaining to an Application whether on the basis of consensus or non-consensus, and provided to a Decision Maker in accordance with the Engagement Framework;

**“Responsible Officials”** means the representatives appointed by the Province and NStQ, as set out in section 4.9;

**“Stewardship Forum”** means the forum established under section 4.8 of this agreement.

**“Strategic Topic”** means a land or resource matter of interest to either Party, other than an Application, which may be brought forward for discussion pursuant to this Agreement;

**“Technical Coordinators”** means the designated representatives appointed by the Province and NStQ, as set out in section 4.11; and

**“Traditional Knowledge”** means any ecological, agricultural, medicinal and geographic information held by the NStQ or an NStQ Member and related to the NStQ’s traditions, customs, and practices.

1.2 The following Appendices are attached to and form part of this Agreement:

Appendix A – Map of NStQ Territory;

Appendix B – Provincial Agencies

Appendix C – Strategic Topics

Appendix D – Engagement Framework

Appendix E – Implementation Plan

Appendix F – Payment Schedule and Financial Reporting;

Appendix G – Record of Decision

## **2 PRINCIPLES, PURPOSE AND INTERESTS**

2.1 These principles will guide the implementation of this Agreement:

- (a) a shared interest in creating an enduring relationship that will assist the Parties in the management of lands and resources within the NStQ Territory;
- (b) a shared objective of building an enduring, resilient government-to-government relationship with respect to land and resource use and economic and social development in the NStQ Territory where the Parties can find new and cooperative ways to support sustainable development and



use;

- (c) a commitment to addressing the potential impact of land- and resource-use decisions on NStQ Aboriginal Interests;
- (d) a shared intention to negotiate agreements to share the revenues and benefits generated from lands and resources within NStQ Territory; and
- (e) the use of both western science and NStQ Traditional Knowledge;

2.2 In signing this Agreement, the Parties:

- (a) affirm their mutual commitment to social, community and economic development of NStQ Communities and their members and to taking tangible steps together to implement the Transformative Change Accord;
- (b) recognize that successful implementation of this Agreement is a step towards ongoing efforts to reconcile the individual and mutual interests of the Parties and will allow the Parties to continue to assess opportunities to further advance reconciliation; and
- (c) acknowledge NStQ's interest in further advancing shared decision-making concepts in the future.

2.3 This Agreement is intended to:

- (a) create an environment in which the Parties, as two governments, can work creatively and collaboratively to realize the full potential of the New Relationship vision regarding land and natural resources issues and the Transformative Change Accord;
- (b) achieve meaningful engagement, a shared understanding of each Party's respective interests and better informed decisions;
- (c) provide a process that helps the Parties to focus their respective resources on what each of them considers to be their most significant respective interests;
- (d) support the Parties where appropriate in the pursuit of opportunities for sharing resource revenues through the negotiation of further agreements and negotiation of sector and project specific agreements;
- (e) increase process certainty for each of the Parties regarding strategic and operational land and resource management issues and create an environment to help the Parties move toward shared decision-making respecting strategic and operational land and resource management issues;
- (f) implement an effective process for meaningful consultation by the Province with NStQ and, where, appropriate accommodation regarding the potential impact of an Application on NStQ Aboriginal Interests; and
- (g) increase the long-term stability and predictability for the Parties with respect to land and resource decisions.

2.4 NStQ interests as they relate to the implementation of this Agreement include the following:

- (a) exploring ways to enhance governance of NStQ with respect to land and resources within NStQ Territory;
- (b) asserting, exercising and protecting NStQ Aboriginal Interests throughout the NStQ Territory;

- (c) identifying, protecting and managing past, present and future cultural resources, areas and landscapes that contain values significant to NStQ, including:
  - (i) contemporary and historic ceremonial sites;
  - (ii) archaeological sites;
  - (iii) traditional use, spiritual, and medicinal plant harvesting, sites;
  - (iv) oral history, artefacts and archival resources;
- (d) continuing and strengthening NStQ's connection to the land through a major role in natural resource and land management, consistent with NStQ traditions, customs, beliefs and laws;
- (e) providing stewardship by actively protecting the resources for future generations of people, animals and plants;
- (f) maximizing collaboration among NStQ Communities to increase the efficiency and effectiveness of land and natural resource decision-making; and
- (g) sharing in the resource revenues and other benefits generated from the development of, or activity in, the NStQ Territory.

2.5 The Province's interests as they relate to the implementation of this Agreement include the following:

- (a) achieving progress on the implementation of the New Relationship and Transformative Change Accord;
- (b) advancing economic development and employment opportunities for families and communities in the Cariboo Region of British Columbia while maintaining high standards for the environment and management of natural resources;
- (c) creating a positive investment climate and promoting internationally competitive forestry, mining and energy sectors in the Cariboo Region;
- (d) working collaboratively with NStQ and other First Nations on decision making processes that can contribute to sustainable management of land and natural resources;
- (e) fulfilling the Province's consultation and accommodation obligations in an efficient and effective manner; and
- (f) maximizing collaboration among Provincial Agencies to increase the efficiency and effectiveness of land and natural resource decision-making.

2.6 The Parties share the following interests:

- (a) working jointly to sustainably manage land and natural resources;
- (b) shifting the focus of their consultation relationship, where appropriate, from a transactional one to one based on strategic and operational land and resource management issues that span NStQ Territory, and that capitalizes on landscape level opportunities to manage land and natural resources within the NStQ Territory in a manner that acknowledges and is respectful of NStQ Aboriginal Interests.
- (c) sharing revenues and benefits of land and resource development in accordance with the principles of the New Relationship and the goals of the Transformative Change Accord; and
- (d) reconciling the Parties' respective land use interests.



- 2.7 For the purposes of this Agreement, the Parties acknowledge NStQ's and the Province's interests and look forward to further developing their government-to-government relationship in order to advance their individual and mutual interests in an open and respectful manner.

### **3 SCOPE**

- 3.1 This Agreement applies to:

- (a) the NStQ Territory;
- (b) all land and resource matters within the jurisdiction of Provincial Agencies that may affect NStQ Aboriginal Interests; and
- (c) other land, resource, economic or social development matters, as agreed to by the Parties.

### **4 ENGAGEMENT**

- 4.1 The Parties agree that the structures and processes in this Agreement constitute the means by which they will:
- (a) work towards shared decision-making with respect to natural resources in the NStQ Territory;
  - (b) seek to develop, where appropriate, measures to accommodate NStQ in relation to the potential impact of Applications on NStQ Aboriginal Interests; and
  - (c) fulfill the procedural and information sharing obligations arising from the Province's duty to consult with NStQ and where appropriate accommodate, regarding the potential impact on NStQ Aboriginal Interests of an Application.
- 4.2 Engagement under this Agreement will take place at three levels:
- (a) an Executive Committee;
  - (b) a Stewardship Forum; and
  - (c) resource staff.
- 4.3 Engagement in relation to Strategic Topics under this Agreement will be in relation to the standing Strategic Topics listed in Appendix C, and in accordance with Part 8 and Appendix D, Part 10.
- 4.4 Engagement in relation to Applications under this Agreement will be in accordance with the Engagement Framework set out in Appendix D.

#### **Executive Committee**

- 4.5 The Parties will establish an Executive Committee, the members of which will include the NStQ Chiefs or their Designated Representatives and the relevant Ministers of the Provincial Agencies, or their Designated Representative.

4.6 The Executive Committee will be responsible for:

- (a) protecting and enhancing the relationship established by this Agreement;
- (b) discussing and attempting to resolve matters of legislative, regulatory and high-level policy concern to either Party with respect to the subject matter of this Agreement;
- (c) addressing Strategic Topics or any other matters, that do not fall within the mandate and authority of the Stewardship Forum, or are forwarded to the Executive Committee by the Stewardship Forum;
- (d) overseeing the Dispute Resolution process as set out in Part 12;
- (e) reviewing the effectiveness of the Agreement from time to time, and making recommendations for priorities in the coming years; and
- (f) meeting quarterly, or as agreed.

4.7 The Parties will ensure that their respective representatives at Executive Committee meetings have the appropriate authority and mandate to engage on the issues in a substantive manner.

### **Stewardship Forum**

4.8 The Parties will establish a Stewardship Forum, the members of which will include representatives from the Province and the NSTQ, and which will be responsible for:

- (a) discussing and jointly prioritizing Strategic Topics in accordance with the process in Appendix D, Part 10;
- (b) as and when needed, appointing resource staff to technical team(s) that will be responsible for carrying out work related to Strategic Topics;
- (c) making joint recommendations to the Executive Committee regarding Strategic Topics or other matters as agreed by the Parties;
- (d) addressing issues brought forward by the Parties in implementation of the Engagement Framework;
- (e) supporting engagement as requested, as per the process outlined in Appendix D.
- (f) other matters as agreed by the Parties; and
- (g) meeting monthly, or as agreed.

4.9 Each Party will appoint a Responsible Official who will be responsible for:

- (a) overseeing and monitoring the implementation of this Agreement;
- (b) facilitating Dispute Resolution or resolution of disagreements related to Strategic Topics, as set out in this Agreement;
- (c) approving or seeking approval for amendments to the Agreement;



- (d) co-chairing the Stewardship Forum; and
- (e) assisting with the Engagement Framework.

#### **Resource Staff**

4.10 The Parties will as and when needed, appoint resource staff to be responsible for:

- (a) implementing the Engagement Framework, and
- (b) participating on technical teams as directed by the Stewardship Forum.

4.11 Each Party will appoint a Technical Coordinator to assist with implementation of the Engagement Framework by:

- (a) managing issues or deficiencies in the Information Package submitted;
- (b) supporting efficient and timely exchange of information through agreed upon digital electronic methods; and
- (c) assisting staff and coordinating training for the Engagement Framework

#### **ENGAGEMENT SYSTEMS AND PROCEDURES**

4.12 The Parties will establish systems and procedures to ensure efficient and effective communications.

### **5 LINKAGES TO TREATY AND OTHER NEGOTIATIONS**

5.1 The Parties acknowledge that the government-to-government relationship established under this Agreement is a step toward achieving the objectives of the Shared Decision-Making Chapter of the NStQ Agreement-in-Principle.

5.2 This Agreement is intended to:

- (a) support treaty negotiations between the Province, NStQ and Canada by establishing a government-to-government relationship that may inform the negotiation of appropriate treaty-related provisions such as addressing the relationship between the Parties respecting the management of land and resources within NStQ Territory; and
- (b) strengthen the overarching relationship between the Parties, building on existing agency- or sector-specific agreements.

#### **OTHER GOVERNMENTS AND OTHER PROVINCIAL MINISTRIES OR ORGANIZATIONS**

5.3 The Parties may collaborate when engaging with other governments including Canada, other First Nations and local governments on Strategic Topics.

- 5.4 The Parties may jointly invite other provincial or federal ministries or organizations to coordinate their processes for consultation and, where appropriate, accommodation of NStQ Aboriginal Interests with the processes established under this Agreement.
- 5.5 The Parties may undertake negotiations to bring other provincial ministries or organizations into this Agreement as Provincial Agencies.

## 6 CONFIDENTIALITY AND INFORMATION SHARING

- 6.1 The Parties will provide to each other, access to information that is necessary for the implementation of this Agreement.
- 6.2 The Province acknowledges that NStQ are custodians of cultural information and cultural knowledge that may be:
- (a) confidential or sensitive in nature; or
  - (b) owned by NStQ Communities or individuals and must be managed according to the owner's wishes.
- 6.3 Where NStQ shares confidential knowledge or information with the Province for the purposes of this Agreement and that knowledge or information is identified in writing as confidential or sensitive:
- (a) The Province may use confidential knowledge or information that is shared by NStQ for the purpose of engagement on one Application for another Application, provided that the Province first gives NStQ an opportunity to update or contextualize that confidential knowledge or information during the engagement process on the Application;
  - (b) the Province will make all reasonable efforts to prevent the disclosure of that information to the public or third parties, subject to the *Freedom of Information and Protection of Privacy Act* or as otherwise required by law; and
  - (c) if the Province receives a request under the *Freedom of Information and Protection of Privacy Act* for disclosure of information received from NStQ, the Province will provide NStQ with written notice of the request and the opportunity to express any views regarding the requested disclosure.
- 6.4 Where the Province shares information with NStQ for the purposes of this Agreement and that information is identified in writing as confidential or sensitive:
- (a) the Province will assist NStQ in determining the use, security, level of sensitivity and interpretation of such information and terms under which that information may be reproduced or shared, whole or in part, with any other party; and
  - (b) NStQ will make all reasonable efforts to prevent the disclosure of such information to the public.
- 6.5 This Part does not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites.



## **7 RESOURCE REVENUE SHARING**

- 7.1 The Parties will seek to identify potential resource-revenue sharing or socio-economic opportunities relating to land and resource development projects in the NStQ Territory in accordance with their respective policy and mandates which may include:
- (a) new major projects (those requiring an environmental assessment under provincial or federal law) including mines, tourism resorts, clean energy power projects;
  - (b) the forest and range sector; and
  - (c) other resource based opportunities agreed to by the Parties.
- 7.2 In the event that the Parties enter into a revenue-sharing agreement, the Parties may consider funding provided under this Agreement in determining any engagement capacity funding established through a revenue-sharing agreement.
- 7.3 Nothing in this Agreement precludes NStQ from continuing to negotiate and implement revenue and benefits sharing agreements with proponents and Applicants.

## **8 STRATEGIC TOPICS**

- 8.1 Consistent with the shared interests as set out in Section 2.6, the Parties will from time to time identify Strategic Topics for discussion at the Stewardship Forum.
- 8.2 Either Party may propose a Strategic Topic at the Stewardship Forum for initial discussion and guidance, or in accordance with the process outlined in Appendix D, Part 10.
- 8.3 The Parties may agree to implement initiatives stemming from Strategic Topics discussed at the Stewardship Forum.
- 8.4 Standing Strategic Topics will include:
- (a) potential collaboration on land and resource planning and management; and
  - (b) potential economic development opportunities and strategies.
- 8.5 A list of Strategic Topics will be maintained by the Parties.

## **9 IMPLEMENTATION**

- 9.1 The Parties agree to implement this Agreement in accordance with the Implementation Plan outlined in Appendix E.
- 9.2 The Parties may amend the Implementation Plan as required during the term of this Agreement.

## 10 FUNDING

- 10.1 The Parties agree that funding and resources are necessary for effective implementation of this Agreement.
- 10.2 For the initial three (3) year term of this Agreement, the Province will provide the NStQ with funding to supplement its own resources to support NStQ's capacity to implement this Agreement in an amount not to exceed \$1,350,000 payable in accordance with the payment schedule in section 1 of Appendix F.
- 10.3 The NStQ will submit to the Province an annual financial report in a mutually agreeable form in accordance with section 2 of Appendix F at least 30 days prior to the anniversary of the Effective Date.
- 10.4 The annual financial reports to be submitted by NStQ to the Province in accordance with section 10.3 will:
  - (a) provide a detailed description of how funding provided under this Agreement has been utilized by NStQ and outline achievements of the previous years' commitments including specifying measurement criteria, annual expenditures and specific outcomes; and
  - (b) be posted by NStQ on an internet site in a manner that is reasonably available to NStQ Members.
- 10.5 Funding provided by the Province under section 10.2 will be utilized for NStQ for the following purposes:
  - (a) implementation of the Agreement pursuant to the Engagement Framework, Executive Committee, Stewardship Forum, Technical Coordinators and Responsible Officials;
  - (b) engagement on Strategic Topics;
  - (c) collaboration on resource planning and management and economic development as noted in section 8.4;
  - (d) negotiation of resource revenue-sharing agreements; and
  - (e) other matters as mutually agreed.
- 10.6 Prior to the commencement of successive three (3) year periods of this Agreement, the Parties will seek to negotiate the renewal of funding to supplement NStQ resources for implementation of this Agreement. In the interest of disclosure, it is the intent of the Province that if, at that time, NStQ are receiving revenue sharing under one or more other agreements with the Province, such revenue will be considered in establishing the amount of any subsequent funding under this Agreement.
- 10.7 Notwithstanding any other provision in this Agreement, any payment of funds by the Province to NStQ for any purpose pursuant to this Agreement is subject to:
  - (a) annual appropriations, as defined in the Province's *Financial Administration Act*, for the fiscal year in which the payment becomes due to enable the Province to make such a payment; and
  - (b) any Treasury Board, as defined in the Province's *Financial Administration Act*, condition or limitation placed on an expenditure under any appropriation necessary to make such a payment.



- 10.8 The Parties may work together to identify additional funding to support the implementation of agreed to joint projects under Strategic Topics.
- 10.9 The funding provided to NStQ through this section does not preclude NStQ from accessing funding that may be available through any other level of government, non-governmental body, or any provincial ministry or organization other than a Provincial Agency.

## **AGREEMENT MONITORING AND EVALUATION**

- 10.10 The Parties agree to monitor progress with respect to commitments under this Agreement;
- 10.11 The Parties will initiate a review of the Agreement within 12 months from the Effective Date of the Agreement or by mutual agreement and may make recommendations respecting its amendment.
- 10.12 The Parties will review implementation of the Engagement Framework on an annual basis and undertake discussions with the goal of improving the efficiency and effectiveness of the Engagement Framework.
- 10.13 The Parties agree that this Agreement is an interim agreement and that they will, during the term, meet with the intent of considering possible amendments to this Agreement that more closely reflect the spirit and intent of Part 5 of this Agreement, as well as emerging common interests or new mandates.

## **11 AMENDMENT**

- 11.1 Either Party may make recommendations to the Responsible Officials respecting amendments to improve this Agreement, or the Responsible Officials may exchange a proposed amendment to the Agreement in writing.
- 11.2 Proposed amendments of a significant nature, such as changes to:
- (a) the Parties;
  - (b) the NStQ Territory;
  - (c) Part 2, Principles, Purpose and Interests;
  - (d) Part 3, Scope;
  - (e) Part 10 , Funding;
  - (f) Part 11, Amendments;
  - (g) Part 13, Term and Termination;
  - (h) Part 14, General Provisions; and
  - (i) other matters that the Responsible Officials agree are of a significant nature must be agreed to in writing by the Ministry of Aboriginal Relations and Reconciliation on behalf of the Province and by the Chiefs on behalf of the NStQ Communities.
- 11.3 For all other amendments, upon endorsement by the Stewardship Forum, the Responsible Officials have the authority to agree to proposed amendment and to amend the Agreement, in writing.

## **12 DISPUTE RESOLUTION**

- 12.1 The Parties acknowledge that this Agreement, including the Engagement Framework, is designed to mitigate, reduce or avoid issues or differences over land and resources management decision-making and is intended in part to reduce the need for the Parties to use formal dispute resolution mechanisms in respect of Disputes arising out of the implementation or interpretation of this Agreement.
- 12.2 This Part 12 applies only to Disputes arising out of the implementation or interpretation of this Agreement.
- 12.3 The Parties will endeavour to resolve Disputes that may arise about this Agreement or its interpretation in a cooperative, effective and timely manner that fosters an improved, ongoing and respectful government to government relationship between the Parties .
- 12.4 The Parties agree to the following process as a means to resolve Disputes:
- a) if the Parties are unable to resolve Disputes respecting the interpretation or implementation of this Agreement, the Responsible Officials will exchange in writing a full description of the areas of disagreement and any outstanding issues and attempt to resolve the dispute within the Stewardship Forum;
  - b) if the Dispute remains unresolved within the Stewardship Forum after the process provided for under section 12.4(a), the Responsible Officials may refer the dispute to the Executive Committee for resolution;
  - c) if the Dispute remains unresolved by the Executive Committee after the process provided for under section 12.4(b), the Executive Committee may, by mutual agreement, undertake one or more of the following measures in attempt to resolve the Dispute:
    - i. use non-binding facilitation or mediation, or both, under terms agreeable to both Parties;
    - ii. seek other dispute resolution measures as appropriate to the nature of the dispute and as may be mutually agreeable to the Parties.
- 12.5 Nothing in this part prevents a Party from commencing arbitral or judicial proceedings at any time:
- (a) to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
  - (b) to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under this part, including injunctive relief.

## **13 TERM AND TERMINATION**

- 13.1 The term of this Agreement will be three (3) years commencing on the Effective Date, unless it is amended under Part 11, extended under section 13.2 or terminated under section 13.3.
- 13.2 Where the Parties agree to extend the term of the Agreement, they will negotiate and attempt to reach agreement on the terms of the extension, including terms relating to the provision of funds to support the implementation of the Agreement extension.
- 13.3 Subject to section 13.4, either Party may terminate this Agreement upon 60 days written notice to the other of the intent to terminate, the intended termination date and reasons for terminating the Agreement.



- 13.4 In recognition of the enduring value of a government-to-government relationship, the Parties will exhaust the opportunities presented by this Agreement, including the Dispute Resolution provisions in Part 12 where applicable, to resolve any disagreement related to this Agreement before giving notice under section 13.3.
- 13.5 Upon notice of termination under section 13.3 the Responsible Officials will meet in a final effort to avoid termination of this Agreement.

## 14 GENERAL PROVISIONS

14.1 This Agreement does not:

- (a) constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act*, 1982;
- (b) create, recognize, define, deny, limit, amend or prejudice any Aboriginal Interests;
- (c) alter or limit the Parties' constitutional jurisdiction or obligations, legal rights or statutory authority or obligations;
- (d) except as specifically provided herein, limit the position any Party may take in any legal or administrative proceedings or in any discussions, treaty negotiations or other negotiations, or discussions in any other forum;
- (e) alter any federal or provincial environmental assessment processes;
- (f) constitute any admission of fact or liability;
- (g) except as specifically provided herein, affect any existing authorization or tenure issued by the Province;
- (h) replace the consultation processes for specific authorizations that are subject to any Economic and Community Development Agreement (ECDA) between the Province and any NStQ Community, or impact funding provided under the ECDA or this Agreement, unless the relevant parties agree to amend the ECDA(s), per the processes included in those agreements.

14.2 NStQ's agreement with the structures and processes in this Agreement does not, in itself, constitute express or implied agreement to any decisions on Applications.

14.3 The Parties do not intend this Agreement to create processes to fulfill any obligations of Ministries or Provincial organizations other than Provincial Agencies in relation to consultation and, where appropriate, accommodation to NStQ, unless specifically agreed to following an invitation pursuant to section 5.4.

14.4 The Parties agree that in order to allow for creative discussion of land and resource matters, they may jointly agree to undertake specific discussions on a "without prejudice" basis. When such discussions take place, they will specifically be recorded as having occurred on a "without prejudice" basis.

14.5 There will be no presumption that any ambiguity in any of the terms in this Agreement should be in favour of either Party.

14.6 The use of the word "including" does not limit the generality of the preceding term or phrase.



- 14.7 References to “days” is intended to mean “calendar days” as opposed to “business days”.
- 14.8 Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 14.9 This Agreement will be governed and construed in accordance with the laws of British Columbia and Canada.
- 14.10 This Agreement may be executed in counterparts.
- 14.11 This Agreement and any amendments to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.
- 14.12 If any part of this Agreement is declared or held invalid, the invalidity of that part will not affect the validity of the remainder of the Agreement, which will remain in full force and effect.
- 14.13 If any part of this Agreement is declared or held invalid, the Parties agree to negotiate and attempt to reach agreement on a replacement for that part, and if no agreement is reached, the Parties may refer the matter to Dispute Resolution
- 14.14 In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.
- 14.15 In this Agreement, a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it.
- 14.16 No term, condition, covenant or other provision in this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 14.17 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.
- 14.18 Where this Agreement contains a reference to a number of days between two events, in calculating the number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.
- 14.19 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns and for greater certainty, this Agreement will enure to the benefit of and be binding upon any organization or government that is a successor to or effectively replaces NStQ Communities pursuant to any agreement, treaty, land claims agreement, self government agreement or other agreement that NStQ, or any other group of which NStQ forms a part, may enter into with Canada or the Province or both.
- 14.20 The Parties agree that they will utilize electronic and other methods of communication to share information necessary for the purposes of engagement whenever practicable and appropriate.
- 14.21 The Parties will establish and maintain a system for the management, storage and disposal of records and safeguarding of information.
- 14.22 Nothing in this Agreement diminishes the responsibility or replaces the obligations of third parties to NStQ or NStQ Communities.

## 15 REPRESENTATIONS AND WARRANTIES

- 15.1 The Province represents and warrants that it has the authority to enter into this Agreement and to make the covenants and representations in this Agreement, and this Agreement is a valid and binding obligation of the Province.
- 15.2 Each NStQ Community represents and warrants that:
- (a) for the purposes of this Agreement it has the legal power, capacity and authority to act for, and on behalf of its respective Community and Members with respect to NStQ Aboriginal Interests and associated NStQ land and resource authorities, and to make the covenants, acknowledgements and representations in this Agreement;
  - (b) this Agreement is a valid and binding obligation of the signatories;
  - (c) it has taken all necessary actions and obtained all the necessary approvals to enter into this Agreement for, and on behalf of, its Community and Members and to carry out its obligations under this Agreement; and
  - (d) Appendix G includes true or certified copies of Records of Decision for its Community approving this Agreement and that such resolutions have not been varied, amended, repealed or replaced.

## 16 NOTICE

- 16.1 Where in this Agreement written notice is required to be given by either of the Parties, it will be effectively given by:
- (a) delivery to the address of the Party set out below, on the date of delivery;
  - (b) pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered;
  - (c) facsimile, to the facsimile number of the Party set out in this Agreement, on the date the facsimile is sent, or
  - (d) electronic mail (email) to the email address of the individual identified by each Party " to receive email notices under this Agreement, with the subject line to state "Yecweminul'ecw Agreement–topic, on the date the email is sent.
- 16.2 The address, facsimile numbers and email addresses of the Parties are as follows:
- NStQ:
- Northern Shuswap Tribal Council  
Attn: NStQ Chiefs  
17 South First Avenue, Williams Lake BC V2G 1H4  
Email: [administration@nstq.org](mailto:administration@nstq.org)  
Fax: (250) 392-6158

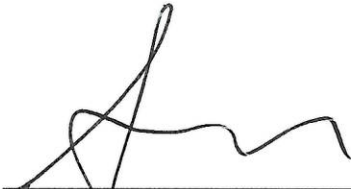
The Province:

Ministry of Aboriginal Relations and Reconciliation  
Attn: Chief Negotiator South Area  
3rd Floor - 2957 Jutland Road, Victoria, BC V8T 5J9  
Email: [Alexandra.Banford@gov.bc.ca](mailto:Alexandra.Banford@gov.bc.ca)  
Fax: (250) 787-3219

- 16.3 Either Party may, from time to time, give written or email notice to the other of any change of address. facsimile number or email address of the Party giving such notice and after the giving of such notice, the address, facsimile number or email address therein specified will, for the purpose of this Agreement, be conclusively deemed to be the address, facsimile number or email address of the Party giving such notice.



HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
as represented by:



Honourable Scott Fraser, Minister of  
Indigenous Relations and Reconciliation

Oct. 24, 2018  
Date

NStQ, as represented by



Chief Helen Henderson  
Tsq'escen (Canim Lake Band)

July 30, 2018  
Date



Chief Ann C. Louie  
T'exelc (Williams Lake Indian Band)

July 30, 2018  
Date



Chief Andrea Gilbert  
Xat'sūll (Soda Creek Indian Band)

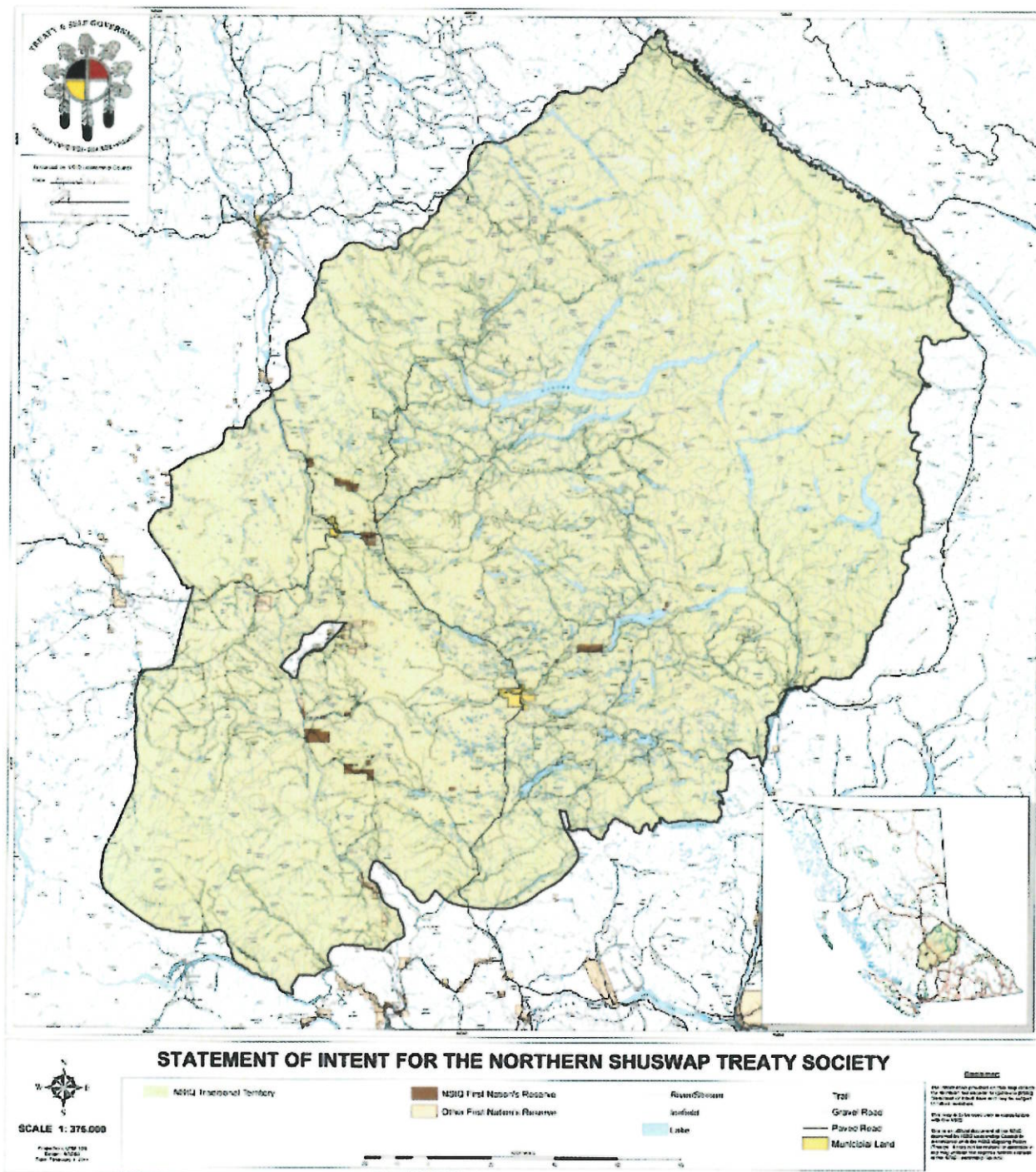
Aug 1, 2018  
Date



Chief Patrick Harry  
Stswecem'c/Xgat'tem First Nation

July 30, 2018  
Date

## APPENDIX A: MAP OF NSTQ TERRITORY



## ***APPENDIX B: PROVINCIAL AGENCIES***

Divisions and branches of the following provincial ministries have statutory authority with respect to land and resource matters on behalf of the Province and are subject to the terms and conditions of this Agreement:

Ministry of Indigenous Relations and Reconciliation

Ministry of Agriculture

Ministry of Energy and Mines and Petroleum Resources

Ministry of Environment and Climate Change Strategy

Ministry of Forests, Lands, Natural Resource Operations, and Rural Development (including BCTS)



## **APPENDIX C: STRATEGIC TOPICS**

### **1 STRATEGIC TOPICS**

#### **2. Standing Strategic Topic: Collaboration on Land and Resource Management**

- 2.1 The Parties will discuss potential collaboration on land and resource planning and management within the NStQ Territory as a standing Strategic Topic for discussion at the Stewardship Forum in accordance with section 8.4(a) of the Agreement to support their mutual interest in the following objectives:
- (a) fostering sustainable land and resource management.
  - (b) working towards cooperatively implementing landscape level opportunities to manage natural resources in a manner respectful of NStQ Aboriginal Interests; and
  - (c) exploring how the Parties may work towards effectively implementing this Agreement to shift their relationship focused on transactional consultation to also encompassing strategic issues within the NStQ Territory as a means to allocate staff resources to the highest priorities.
- 2.2 To aid in achieving the objectives identified under section 2.1, the Stewardship Forum will provide a framework for the Parties to work towards establishing a work plan that will help identify and prioritize potential collaborative land and resource planning and management initiatives within the NStQ Territory.
- 2.3 The Parties will discuss and consider at the Stewardship Forum topics in relation to potential collaboration on land and resource planning and management within the NStQ Territory which may include:
- a) exploring and documenting NStQ's values, objectives and vision for land and resource planning management,
  - b) jointly identifying priority geographic, or, issue or sector based areas towards initiating collaborative strategic planning initiatives
  - c) exploring how to collaboratively reconcile the Parties' respective land use plans,
  - d) exploring how to collaborate on cumulative effects assessment and management,
  - e) NStQ's concerns with mining;
  - f) Identifying, recording and protecting cultural heritage resources, heritage sites, and heritage objects;
  - g) jointly providing recommendations to inform decision making about land and resource management;
  - h) providing strategic level guidance on how resource management and development activities are carried out within the NStQ Territory
  - i) supporting, where possible, strategic-level agreement between the Parties concerning land and resource planning and management;
  - j) supporting a sustainable renewable resource economy that benefits the NStQ and the Province; and
  - k) addressing other topics as agreed by the Parties.
- 2.4 The Parties will discuss and consider at the Stewardship Forum engagement of stakeholders as required to implement any agreed upon collaborative land and resource planning and management strategic planning initiative stemming from discussions at the Stewardship Forum pursuant to section 2.1.

### **3. Standing Strategic Topic: Economic Development Opportunities and Strategies**

- 3.1 The Parties will discuss potential economic development opportunities and strategies as a standing Strategic Topic at the Stewardship Forum in accordance with section 8.4(b) of the Agreement.
- 3.2 Province will use the Stewardship Forum to share information with NStQ about potential economic and employment opportunities for NStQ arising from land and resources within the NStQ Territory.
- 3.3 The Parties will discuss and consider at the Stewardship Forum working collaboratively towards facilitating NStQ's access to potential economic and employment opportunities arising from land and resources within the NStQ Territory which may include:
  - (a) forest tenures,
  - (b) park management,
  - (c) environmental monitoring,
  - (d) heritage work, and
  - (e) other opportunities as agreed by the Parties.

## ***APPENDIX D: ENGAGEMENT FRAMEWORK***

### **1. Purpose**

- 1.1. This Engagement Framework is a bi-lateral process intended to help the Parties achieve meaningful and effective engagement through a better understanding of their respective interests and the potential impacts that Applications may have on NStQ Aboriginal Interests.
- 1.2. The Parties agree to work towards shared decision making with respect to natural resources within the NStQ Territory in accordance with the Engagement Framework and consensus recommendations resulting from the process set out with respect to Engagement Levels 3, 4 and Strategic Topic Engagement.
- 1.3. The Parties acknowledge that a positive relationship between third parties and the NStQ will assist in achieving an effective Engagement Framework.

### **2. General Provisions**

- 2.1. The terms used in this Appendix have the same meaning as in the Agreement.
- 2.2. This Appendix includes Tables 1-4.
- 2.3. The Parties agree that engagement and consultation by Provincial Agencies with NStQ in accordance with this Engagement Framework will constitute the means by which Provincial Agencies will fulfill legal consultation obligations with NStQ and where appropriate, accommodation regarding the potential impact of an Application on NStQ Aboriginal Interests.
- 2.4. Nothing in this Agreement prevents the Parties from engaging prior to receipt of an Application by a Provincial Agency.
- 2.5. If a Provincial Agency determines it is required to consult with NStQ on a proposed decision that is not initiated with an Application, the Provincial Agency will follow the process set out in this Appendix, with necessary modifications to take into account that there will be no Application, to engage with NStQ on that proposed decision.

### **3. Engagement Tools**

- 3.1. The Parties will use the following engagement tools in this Appendix as part of the Engagement Framework:
  - a. Engagement Levels Description (Table 1);
  - b. Engagement Level Assessment Criteria (Table 2);
  - c. Information Criteria (Table 3)
  - d. Engagement Level Modifiers (Table 4); andother tools that may be agreed to by the Parties.

### **4. Engagement Process Initiated by an Application**

- 4.1. When a Provincial Agency becomes aware that it will receive an Application it will make reasonable efforts to encourage the potential applicant to contact NStQ and provide relevant and timely information to NStQ about the Application, before it is submitted to the Provincial Agency.



- 4.2. A Provincial Agency may request an Applicant to undertake specific procedural aspects of the consultation process under the Engagement Framework provided that NStQ is notified by the Provincial Agency in a timely manner.
- 4.3. A Provincial Agency making a request under section (4.2), will recommend the Applicant engage and undertake procedural aspects of the consultation process in a manner consistent with the Engagement Framework.
- 4.4. For greater certainty, actions undertaken by an Applicant under section (4.2) may be relied upon by the Province in seeking to fulfil its consultation obligations in relation to NStQ, but do not release the Province from its duty to consult and where appropriate, accommodate, in relation to NStQ or any other obligations as set out in this Agreement.
- 4.5. If NStQ provides written notice to the Province to modify the Engagement Level to a lower Level, an Information Package may be submitted to NStQ at a lower Engagement Level than it would otherwise be determined under Engagement Level Assessment Criteria under Table 2.
- 4.6. Upon acceptance of an Application, a Provincial Agency will, in accordance with the Table 2 Engagement Level Assessment Criteria including the consideration of the Table 3 Engagement Level Modifiers assess the Engagement Level for the Application.
- 4.7. In addition to Engagement Level Criteria, the Engagement Level Modifiers may be used by NStQ to request adjustment of the Engagement Level in accordance with Section 4.16.
- 4.8. The Parties agree that in assessing the Engagement Level for an Application the Engagement Level Modifiers will be applied infrequently and that the Engagement Level identified in the Information Package will usually be relied on as the appropriate Engagement Level for Activities, without modification.
- 4.9. After the assessment of the Engagement level as outlined in Table 1 Engagement Level Assessment Criteria, if a Provincial Agency determines that an Application is consistent with the principles for
- a. engagement Level 0, then the process set out in section (5) will apply.
  - b. engagement Level 1 and 2, the process set out in section (6) will apply,
  - c. engagement Level 3, the process and timeframe set out in section (7) will apply; and
  - d. Engagement Level 4, the process set out in section (8) will apply.
- 4.10. The Provincial Agency will initiate Engagement with NStQ on an Application by submitting an Information Package to NStQ through the NStQ Portal or by such other processes that may be agreed to by the Parties.
- 4.11. Subject to section 4.6 or as otherwise agreed to by the Parties, the contents of the Information Packages will be determined in accordance with the Information Criteria identified in Table 3 to this Appendix.
- 4.12. Where multiple Applications that relate to the same project are being considered by Provincial Agencies at the same time, the Provincial Agencies will endeavour to include a description of the multiple Applications within a single Information Package.
- 4.13. If an Application requires more than one authorization, and those proposed authorizations are submitted in a single Information Package, the Parties will consult on all of the authorizations at the highest Engagement Level that is triggered by any one of those authorizations, unless the Parties agree otherwise.
- 4.14. The Parties may agree to change the Engagement Level as new information becomes available and analysis is undertaken by one or both Parties.

- 4.15 Upon receiving an Information Package in respect of an Application, NStQ will notify in writing within the Initial Response Period to the Provincial Agency, confirming
  - a. the contents of the Information Package are materially accurate and complete in accordance with the information criteria under Table 3 Information Criteria;
  - b. the Application is submitted under an appropriate Engagement Level;
  - c. whether NStQ will be providing comments with respect to the Application; and
  - d. where the Application is submitted as Engagement Levels, 2, 3, or 4, whether NStQ would like to meet to discuss the Application.
- 4.16 If NStQ determines the Information Package is incomplete or the Engagement Level proposed is not appropriate, NStQ will notify in writing the Provincial Agency within the Initial Response Period, to:
  - a. propose an alternative Engagement Level;
  - b. provide its reasons and any additional information in support of the alternative Engagement Level; and
  - c. describe whether and how the Engagement Level Modifiers set out in Table 4 were applied.
- 4.17 If the Parties cannot agree to an Engagement Level following notice by NStQ under section (4.17) the Responsible Officials may meet within 7 calendar days of the date NStQ provided notice under section (4.17) or as otherwise mutually agreed to by the Parties, to determine the Engagement Level.
- 4.18 If, at any time before a decision on an Application is made by a Provincial Decision Maker, NStQ reconsiders its position on the Application, it will immediately notify the Provincial Decision Maker through the Provincial contact identified in the Information Package.
- 4.19 Subject to section (4.15) if strategic issues are identified or otherwise arise during the Engagement Process, which the Parties mutually determine are outside the scope of the engagement regarding a specific Application, those issues may be proposed as a Strategic Topic for discussion at the Stewardship Forum and engagement on the specific Application will continue under the Engagement Framework and the outcomes of discussions at the Stewardship Forum may inform future engagement on Applications.

## **5 Engagement Level 0**

- 5.1 Subject to section (5.2) a Provincial Agency is not required to notify NStQ or provide any information to NStQ in respect of an Application determined as Engagement Level 0 under the Table 1 Engagement Level Assessment Criteria in Table 2.
- 5.2 Notwithstanding section (5.1) if NStQ become aware of an Application which would otherwise be processed in accordance with Engagement Level 0, NStQ may request information in respect of the Application.
- 5.3 The Provincial Agency will provide an Information Package to NStQ if notice is received from NStQ in accordance with section (5.2) but is otherwise not required to provide an Information Package assessed as Engagement Level 0.
- 5.4 The Parties will, in accordance with section (5) of Appendix E of the Agreement, agree on a list of the types of Applications to be processed at Engagement Level 0 including guidance for staff and initiating the Engagement Level 0 list.



- 5.5 Until the Parties have come to an agreement with respect to the types of Applications to be assessed as Engagement Level 0:
- a. Provincial Agencies are not required to consult with NStQ on Applications that are not being consulted on with NStQ prior to the mutual endorsement by the Parties of this Agreement, which includes this Appendix D; and
  - b. Provincial Agencies will, in accordance with Table 4 consider if there are additional factors sufficient to change the assessed Engagement Level.
- 5.6 Provincial Agencies will provide the Stewardship Forum on a bi-annual basis a list of decisions made by that Provincial Agency in the previous 6 months without referral to NStQ in accordance with Engagement Level 0.

## **6 Initiating Engagement Levels 1 and 2**

- 6.1 NStQ will notify the Provincial Agency within the Initial Response Period beginning on the Tuesday of every week, or the next Business Day following a Tuesday that is not a Business Day, for each new Information Package received in respect of an Application assessed at Engagement Level 1 or 2 on or before the previous Tuesday confirming:
- a. whether the Information Package is complete;
  - b. the proposed Engagement Level specified in the Information Package or proposing an alternative Engagement Level;
  - c. the proposed timeline specified in the Information Package or proposing an alternative timeline;
  - d. whether NStQ intends to provide written comments respecting NStQ Aboriginal Interests; and
  - e. where the Application is assessed as Engagement Level 2, whether NStQ wants to meet to discuss the Application further with the Provincial Agency.
- 6.2 If the Provincial Agency does not receive a notice from NStQ as set out in section (6.1) or is notified that NStQ does not intend to provide written comments and does not want to meet to discuss the Application, the Provincial Decision Maker may proceed with the decision.
- 6.3 If NStQ notifies a Provincial Agency under section (6.1) (d) that it will provide written comments, it will provide those comments within the timeframe specified in the Information Package or a mutually agreed upon alternative timeframe.
- 6.4 If NStQ does not provide written comments within the timeframe specified in the Information Package or the alternative mutually determined timeframe established under section (6.4) the Provincial Decision Maker may proceed with the decision.
- 6.5 Where the Application has been submitted as Engagement Level 2, if NStQ wishes to meet to discuss the Information Package, the Parties will meet within 7 Calendar Days after notification under section (6.1)(e) or an alternative mutually agreed upon timeframe.
- 6.6 Following a meeting to discuss the Information Package under section (6.5), the Provincial Agency and NStQ will, within 10 Calendar Days of the conclusion of a meeting, inform either separately or together, the Provincial Decision Maker of the outcome of the meeting and any recommendations with respect to the Application.
- 6.7 If a Provincial Decision Maker intends to make a decision about an Application that he or she believes is consistent with the written comments provided by NStQ under section (6.3) and/or the recommendations provided under section (6.6), the Provincial Decision Maker, or a Representative of the Provincial Decision Maker may notify NStQ of the pending decision and identify how NStQ Aboriginal Interests will be addressed.



- 6.8 If the Provincial Decision Maker intends to make a decision about an Application that he or she believes is not consistent with the written comments provided under section (6.3) and the recommendations provided under section (6.6), the Provincial Decision Maker or their Representative may notify NStQ of the pending decision and provide a written summary that will include how NStQ comments have been considered.
- 6.9 If a decision is made that is consistent with the written comments provided under section (6.3), the recommendations provided under section (6.6), the Provincial Decision Maker or their Representative may notify NStQ of the decision.
- 6.10 If a decision is made that is not consistent with the written comments provided under section (6.3), the recommendations provided under section (6.6), the Provincial Decision Maker or their Representative will notify NStQ of the decision and how NStQ Aboriginal Interests have been addressed within 30 Calendar Days after the decision has been made, and where possible suggest options for how future applications of a similar nature may be addressed.

## **7 Engagement Level 3**

- 7.1 NStQ will notify the Provincial Agency within the Initial Response Period beginning on the Tuesday of every week, or the next Business Day following a Tuesday that is not a Business Day, for each new Information Package received in respect of an Application assessed at Engagement Level 3 on or before the previous Tuesday, confirming:
  - a. whether the Information Package is complete; and
  - b. the proposed engagement level and timeline or proposing an alternative engagement level and timeline;
  - c. if NStQ intends to provide written comments respecting NStQ Aboriginal Interests; and
  - d. whether it wants to meet to discuss the Application further with the Provincial Agency.
- 7.2 If the Provincial Agency does not receive a notice as set out in section (7.1) or is notified that NStQ does not intend to provide written comments and does not want to meet to discuss the Application, the Provincial Decision Maker:
  - a. may proceed with the decision; and
  - b. will provide, within 30 Calendar Days of making a decision, written notification of the decision and identify how NStQ Aboriginal Interests have been addressed.
- 7.3 If NStQ notifies a Provincial Agency under section (7.1)(c) that it will provide written comments, it will provide those comments within the timeframe specified for Engagement Level 3 as described in Table 1 and outlined in the Information Package, or within a mutually agreed upon alternative timeframe.
- 7.4 If NStQ does not provide written comments within the timeframe specified for Engagement Level 3 as described in Table 1 and outlined in the Information Package, or within a mutually agreed upon alternative timeframe, the Decision Maker:
  - a. may proceed with the decision; and
  - b. will provide written notification of the decision and identify how NStQ Aboriginal Interests have been addressed within 30 Calendar Days of making a decision.
- 7.5 If NStQ requests a meeting under section (7.1)(d) or if a Provincial Agency requests a meeting, the Parties may request the Stewardship Forum to meet within 30 Calendar Days of NStQ receiving an Information Package under section (7.1), or an alternative period mutually agreed to by the Parties, to establish a subcommittee or working group, to:
  - a. discuss the nature and scope of the application;
  - b. develop an engagement work plan, if required;
  - c. discuss potential impacts to NStQ Aboriginal Interests;
  - d. discuss potential measures to accommodate NStQ Aboriginal Interests;

- e. discuss potential measures to address other NStQ Aboriginal Interests that may be impacted by the proposed Application;
  - f. further discuss any additional considerations.
- 7.6 An engagement work plan prepared under section (7.5)(b) may:
- a. establish a process and timelines for consultation and completion of an engagement report;
  - b. include development of terms of reference for the sub-committee if established, and include the duration of the sub-committee;
  - c. propose a schedule for meetings; and
  - d. determine if additional resources are required, including financial resources, to support NStQ participation in the process established under this Part.
- 7.7 The subcommittee or working group established under section 7.5 will implement the engagement work plan developed pursuant to section 7.5(a) within the timelines set out therein, including the preparation of the engagement report.
- 7.8 The subcommittee or working group established under section 7.5 will provide its engagement report to the Stewardship Forum, and will include the following information in the engagement report:
- a. set out the views of both Parties with respect to the Application, including potential impacts and benefits;
  - b. identify issues on which the Parties disagree;
  - c. provide an assessment of options to address the differences between the Parties; and
  - d. where achieved, identify consensus on recommendations with respect to the Application to provide to the Stewardship Forum or, alternatively, identify non-consensus recommendations identified by members of the subcommittee or working group.
- 7.9 Upon receipt of the engagement report from the subcommittee or working group, the Stewardship Forum will review the recommendations (whether consensus or non-consensus) and determine whether to adopt, revise or reject the recommendations, and will then forward the engagement report, together with its views on the recommendations, to the Provincial Decision Maker and the NStQ.
- 7.10 If the Provincial Decision Maker intends to make a decision about an Application that is consistent with the recommendations provided under section 7.9 and comments that have been provided by NStQ, the Provincial Decision Maker or Representative will provide written notification of the proposed decision to NStQ.
- 7.11 If the Provincial Decision Maker intends to make a decision about an Application that he or she believes is not consistent with the recommendations provided under section 7.9 or comments provided by NStQ with respect to NStQ Aboriginal Interests, the Provincial Decision Maker or a Representative of the Provincial Decision Maker will notify NStQ of the proposed decision and will include a written summary of how NStQ Aboriginal Interests and the recommendations provided under section 7.9 have been considered.
- 7.12 If NStQ wishes to meet to further discuss the Application after notification under Section (7.11), it will notify the Provincial Decision Maker or its Representative within 5 Calendar Days and the Parties will meet within 5 additional Calendar Days.
- 7.13 If NStQ does not notify the Provincial Decision Maker under section (7.12) the Provincial Decision Maker may proceed with the decision.
- 7.14 The Provincial Decision Maker or Representative will notify NStQ of a decision in respect of an Application assessed as Engagement Level 3 within 30 Calendar Days after the decision has been made and will identify how NStQ Aboriginal Interests have been addressed as well as



describe how recommendations provided in accordance with section (7.9) have been considered.

- 7.15 Subject to a terms of reference for the sub-committee established in accordance with section (7.6) or the work plan and timelines identified in section (7.6)(b), the Provincial Decision Maker may proceed to decision following the expiry of 60 Calendar Days from the Engagement Start Date in accordance with Table 1 unless an extension of time for further review has been mutually agreed to by the parties, including pursuant to an engagement work plan under 7.6, are completed after which the Provincial Decision Maker may proceed to decision following the expiry of the extension period.

## **8 Engagement Level 4**

- 8.1 If the Parties are aware of a proposed project or potential land and resource use decisions within NStQ Territory that may require extensive engagement as a result of numerous and complex considerations or potentially significantly impacts to NStQ Aboriginal Interests, one of the Parties may provide a request for Level 4 Engagement to the other Party.
- 8.2 Within 30 Calendar Days of the receipt of a request for Level 4 Engagement, the Stewardship Forum may establish an Engagement Level 4 Subcommittee for the purpose of working collaboratively to develop an engagement plan for the proposed project or potential land and resource use decisions.
- 8.3 The Engagement Level 4 Subcommittee will seek to develop, by consensus, an engagement plan for the proposed project or potential land and resource decisions for the Stewardship Forum's consideration, which plan will include:
- a. establishing proposed timelines for the engagement process;
  - b. identification of the participants in the engagement process, including representatives and technical advisers;
  - c. measures to fill information gaps to determine the potential impacts and benefits of the proposed project or potential land and resource decisions, including to NStQ Aboriginal Interests;
  - d. measures to identify potential mechanisms to accommodate NStQ Aboriginal Interests;
  - e. measures to identify resource revenue-sharing opportunities and other benefits, subject to the Parties securing the necessary mandates;
  - f. any other aspects of the engagement process that the Engagement Level 4 Subcommittee wishes to address in the engagement plan.
- 8.4 The Stewardship Forum can revise the engagement process developed by the Engagement Level 4 Subcommittee or, if the Engagement Level 4 Subcommittee was unable to reach consensus on the engagement process in accordance with section (8.3), the Stewardship Forum can establish the engagement process.
- 8.5 Once the Stewardship Forum has agreed to an engagement process for the proposed project or potential decisions, the Parties will use that process to undertake engagement in relation to that proposed project or potential decisions, but can amend the process from time to time as may be agreed.



## 9 Environmental Assessments

- 9.1 The Parties agree that
- Appendix (D) of this Agreement is not applicable to environmental assessments undertaken pursuant to the Environmental Assessment Act;
  - Environmental assessments remain subject to applicable laws, including the Crown's duty to consult and where appropriate, accommodate; and
  - Appendix (D) of this Agreement does not affect or prejudice the position of either Party with respect to the environmental assessment process or the Crown's duties in respect of that process.
  - Where a project is subject to an environmental assessment under the Environmental Assessment Act, Engagement Levels 1, 2, 3 and 4 continue to apply to other Applications that may be applied for within the broader project.
- 9.2 Where a project is subject to an environmental assessment under the *Environmental Assessment Act*, Engagement Levels 1, 2, 3 and 4 continue to apply to other Applications that may be applied for in respect of the broader project, including through a concurrent permitting process under the *Environmental Assessment Act*.

## 10 Strategic Topic Engagement

- 10.1 If a Provincial Agency or NStQ identify a Strategic Topic, either Party may propose a Strategic Topic to the Stewardship Forum in accordance with section 8.2 of the Agreement to support their mutual interest in:
- improving understanding of NStQ Aboriginal Interests, potential impacts to NStQ Aboriginal Interests and potential accommodation and mitigation of those impacts;
  - providing a venue to facilitate Provincial Agencies and NStQ to identify opportunities to facilitate strategic approaches to consultation; and
  - encouraging the Parties to work collaboratively in a government to government forum to develop recommendations to Provincial Decision Makers.
- 10.2 An engagement request for a Strategic Topic at the Stewardship Forum may include:
- a description of the Strategic Topic that includes background and contextual information;
  - a provincial or NStQ perspective on how the Strategic Topic may affect NStQ Aboriginal Interests;
  - options with respect to the Strategic Topic; and
  - the preferred venue or sub-committee to discuss or address the Strategic Topic with NStQ.
- 10.3 Upon receipt of a Strategic Topic engagement request, the Responsible Officials will meet within 60 Calendar Days, or as mutually agreed to by the Parties, to:
- confirm the venue for discussion of the proposed topic;
  - share information on the nature of the Strategic Topic;
  - establish terms of reference for a sub-committee if established, and include the duration of the sub-committee;
  - propose a schedule for meetings; and
  - propose timelines.
- 10.4 For greater clarity, Strategic Topics addressed under this process may include:
- new or changing policy, legislation, or regulation;
  - resource and benefit sharing, environmental assessments, or collaborative initiatives;
  - changes to a Provincial Agency's organizational structure or resources that may affect its participation in this Agreement; and
  - processes or potential decisions of a substantive nature, land use planning, land designations, changes to existing land use, protected areas, land dispositions under the

Land Act, changes to existing boundaries, Crown land alienation of significant magnitude, Crown land sales of significant magnitude.

- 10.5 At the conclusion of the Strategic Topic Engagement Process, the Parties or sub-committees established by the Parties, will submit a joint-recommendations report to the Stewardship Forum and appropriate Provincial and NStQ leadership that:
- a. summarizes the engagement process undertaken for the Strategic Topic;
  - b. identifies points of consensus and non-consensus with respect to the recommendations;
  - c. highlights how the recommendations address NStQ Aboriginal Interests and future engagement; and
  - d. may inform the engagement levels for future consultation on related topics

## ENGAGEMENT TOOLS

The Engagement Tools are intended as guidance in assisting Provincial Agencies in determining an appropriate Engagement Level and assessing potential impacts to NStQ Aboriginal Interests.

**STEP 1** In accordance with Engagement Tables 1 and 2 in this Appendix the Provincial Agency will assign a proposed Engagement Level for referral to NStQ [except where a Provincial Agency determines an Engagement Level (0) in accordance with section (5) of this Appendix].

**STEP 2** Refer to any Engagement Level Modifiers under Schedule 4 Table Engagement Level Modifiers to further assess the Engagement Level.

**STEP 3** Refer to Table 3 to identify the content requirements for the assessed Engagement Level.

### Table 1 Engagement Levels

The following criteria are intended as guidance to assist Provincial Agencies in determining an appropriate Engagement Level and assessing potential impacts to NStQ Aboriginal Interests:

- |   |   |
|---|---|
| 0 | <b>No engagement</b> is required other than Provincial Agencies providing an bi-annual list of Applications in accordance with section (5) of this Appendix.  |
| 1 | <b>Notification level</b> engagement very limited engagement and requires minimal research and information sharing due to a perceived low impact on NStQ Aboriginal Interests, minimal biophysical impact to NStQ Territory. Provincial Agencies will engage the NStQ in accordance with section (6) of this Appendix with an established timeline of 15 Calendar Days. |
| 2 | <b>Normal level</b> engagement requires additional engagement and research due to perceived moderate impact to NStQ Aboriginal Interests and moderate biophysical impact to NStQ Territory. Provincial Agencies will engage the NStQ in accordance with section (6) of this Appendix with an established timeline of 30 Calendar Days.                                  |
| 3 | <b>Deep level</b> engagement requires collaborative effort due to perceived significant impacts to NStQ Aboriginal Interests and potentially substantive biophysical impacts to NStQ Territory. Provincial Agencies will engage NStQ in accordance with section (7) of this Appendix with an established timeline of a minimum of 60 Calendar Days.                     |



**Table 2 Engagement Level Assessment Criteria**

These criteria provide guidance to determining an appropriate Engagement Level. Site specific information, ongoing feedback provided by NStQ, Remote Access to Archaeological Data Application (RAAD), areas and proximity to areas of cultural significance may inform adjustments accordingly.

Engagement Level	Assessed Impact of Application	Sample Applications
0 – No Engagement	<ul style="list-style-type: none"> <li>• Negligible perceived impacts</li> <li>• Negligible anticipated impacts to fish or wildlife habitat</li> <li>• No new access</li> <li>• No new exclusivity resulting from tenure or application</li> <li>• No changes in governance or management of the resource or application area</li> </ul>	<ul style="list-style-type: none"> <li>• List of applications to be established in accordance with section (5) of Appendix (D) of this Agreement.</li> <li>• Existing use groundwater applications</li> </ul>
1 – Notification	<ul style="list-style-type: none"> <li>• Minor or limited site disturbance</li> <li>• Minor impacts to fish and wildlife habitat</li> <li>• Minor or absent impacts to water quality or quantity</li> <li>• Short-term/seasonal authorization</li> <li>• Long-standing tenure replacements with minimal perceived impacts</li> <li>• Infrastructure maintenance</li> <li>• Minor known cultural significance</li> <li>• No new exclusivity resulting from tenure or application</li> <li>• No new public access</li> <li>• Renewable resource</li> <li>• No significant change to governance or management of the resource or application area</li> <li>• Renewable resource use</li> <li>• Sufficient information sharing provided</li> </ul>	<ul style="list-style-type: none"> <li>• Operational amendments</li> </ul>
2 – Normal	<ul style="list-style-type: none"> <li>• Moderate site disturbance</li> <li>• Moderate impacts to fish and wildlife habitat</li> <li>• Tenure replacements with known moderate impacts to NStQ Aboriginal Interests</li> <li>• Located in areas with known cultural heritage use or sites</li> <li>• Small-scale Crown land alienation?</li> <li>• Non-permanent authorizations decisions</li> <li>• Renewable resource use but longer term recovery</li> <li>• Small scale non-renewable resource use/extraction</li> <li>• Minor to moderate new public access</li> <li>• Small scale exclusivity resulting from tenure or application</li> <li>• Changes to governance or management of the resource or application area</li> <li>• Sufficient information sharing provided</li> </ul>	<ul style="list-style-type: none"> <li>• Access management interests</li> <li>• Operational plans including FSPs and RUPs</li> <li>• Notice of Work under the <i>Mines Act</i>?</li> </ul>

3 - Deep	<ul style="list-style-type: none"> <li>• Large-scale activity with significant site disturbance</li> <li>• Significant impacts to fish and wildlife habitat</li> <li>• Significant increase in access or access structures</li> <li>• Extensive new public access or significant deactivation of existing access</li> <li>• Large scale exclusivity resulting from tenure or application</li> <li>• Permanent or long-term authorization decisions with significant impact</li> <li>• Alteration of governance or management regimes for a resource or application area</li> </ul>	<ul style="list-style-type: none"> <li>• Major projects under the Environmental Assessment threshold</li> </ul>
4 – Advanced Engagement	<ul style="list-style-type: none"> <li>• Large projects that anticipate multiple authorizations</li> <li>• Multiple complex authorizations with significant potential impact to NStQ Aboriginal Interests</li> <li>• Advanced knowledge of project information and timelines</li> </ul>	<ul style="list-style-type: none"> <li>• Major linear projects</li> <li>• Approval of new major mines</li> </ul>
Strategic	<ul style="list-style-type: none"> <li>• Improve understanding of NStQ Aboriginal Interests, impacts to NStQ Aboriginal Interests and potential accommodation and mitigation of those impacts</li> <li>• Provide a venue to facilitate Provincial Agencies and NStQ to identify opportunities to facilitate strategic approaches to consultation</li> <li>• Encourage the Parties to work collaboratively in a government to government forum to develop recommendations to Provincial Decision Makers</li> </ul>	<ul style="list-style-type: none"> <li>• Discussion on land and resource planning and management</li> <li>• Discussion of potential economic development opportunities and strategies</li> </ul>

**Table 3 Information Criteria**

The information criteria listed in Table 3 provides content requirements for Information Packages respective of the assessed Engagement Levels.

<b>Engagement Level</b>	<b>Information Package Content</b>
0 – No Engagement	No information required.
1 - Notification	<ul style="list-style-type: none"> <li>• Provincial Agency contact</li> <li>• Shapefile of application area</li> <li>• Timeline and engagement level</li> <li>• Description of activity</li> <li>• Legislation and regulation authorizing a decision for the application</li> <li>• Identify Decision Maker (position)</li> </ul>
2 – Normal	<ul style="list-style-type: none"> <li>• Provincial Agency contact</li> <li>• Overview map</li> <li>• Shapefile of application area</li> <li>• Timeline and engagement level</li> <li>• Rationale for engagement level</li> <li>• Description of activity</li> <li>• Description of project or tenure location and size for all authorizations</li> <li>• Provision of available technical reports, management plans, or supporting materials submitted by the Applicant to the Provincial Agency with respect to the Application</li> <li>• Description of perceived potential impact to NStQ Aboriginal Interests</li> <li>• Description of potential impacts to wildlife, habitat, water or lands</li> <li>• Legislation and regulation authorizing a decision for the application</li> </ul>
3 - Deep	<ul style="list-style-type: none"> <li>• Provincial Agency contact</li> <li>• Overview map</li> <li>• Shapefile of application area</li> <li>• Timeline and engagement level</li> <li>• Rationale for engagement level</li> <li>• Description of activity</li> <li>• Description of perceived potential impact to NStQ Aboriginal Interests</li> <li>• Description of potential impacts to wildlife, habitat, water or lands</li> <li>• Legislation and regulation authorizing a decision for the application</li> <li>• Analysis of potential mitigation strategies that includes statutory tools to mitigate potential impacts</li> <li>• Project or tenure location and size (ha) for all authorizations</li> <li>• Available technical reports, management plans, or supporting materials submitted by the Applicant to the Provincial Agency with respect to the Application</li> <li>• An assessment of potential impacts to land and natural resources in relation to the application</li> <li>• An assessment of potential impacts to NStQ Aboriginal Interests in relation to the Application</li> <li>• Proposed measures to mitigate and/or accommodate identified impacts to NStQ Aboriginal Interests</li> </ul>
4 – Advanced Engagement	<ul style="list-style-type: none"> <li>• To be determined on an individual basis.</li> </ul>



Strategic Topic	<ul style="list-style-type: none"> <li>• A description of the Strategic Topic that includes background and contextual information</li> <li>• A provincial or NStQ perspective on how the Strategic Topic may affect NStQ Aboriginal Interests</li> <li>• Options with respect to the Strategic Topic</li> <li>• The preferred venue or sub-committee to discuss or address the Strategic Topic with NStQ</li> </ul>
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**Table 4 Engagement Level Modifiers**

In addition to Engagement Level Criteria the following Engagement Level Modifiers may be used to assess the Engagement Level for an Information Package in accordance with Section (4.9) or to request adjustment of the Engagement Level in accordance with Section (4.8).

Increase Level Modifiers	Decrease Level Modifiers
<ul style="list-style-type: none"> <li>• Where significant or higher level planning related to the land use decision being considered is not occurring;</li> <li>• The Application affects a known NStQ area of high concern or interest; and</li> <li>• The Application affects areas where there are known cumulative impacts of multiple resource development activities that may increase the potential impacts on NStQ Aboriginal Interests</li> </ul>	<ul style="list-style-type: none"> <li>• Where significant or higher level planning related to the land use decision being considered is already occurring;</li> <li>• The Application affects a known NStQ area of low concern or interest; and</li> <li>• Where there is information to support that early engagement by an Applicant has informed the Application and addressed some or all of NStQ concerns</li> </ul>

## ***APPENDIX E: IMPLEMENTATION PLAN***

The Parties agree to implement this Agreement in accordance with the process in this Appendix.

1. Within 30 days of the Effective Date, the Parties will each appoint one Responsible Official and members to the Stewardship Forum.
2. Within 60 days of the Effective Date, the Stewardship Forum will approve operational guidelines developed by the Responsible Officials in order to support staff in the implementation of this Agreement.
3. Within 60 days of the Effective Date, the Parties will develop terms of reference for the Executive Committee and Stewardship Forum facilitated by the Responsible Officials.
4. The Parties will develop additional resource documents to support the Engagement Framework as required, including implementation guidance for staff and developing the Engagement Level 0 list.
5. Within 60 days of the Effective Date, the Ministry of Ministry of Forests Lands and Natural Resource Operations and Rural Development will provide a list of authorizations that occurred in the previous 6 months that may be eligible for Level 0, to support joint development of the Engagement Level 0 list.
6. The 2008 Northern Shuswap and Ministry of Environment Communications Protocol (the "Protocol"), currently administered by the Ministry of Forests Lands and Natural Resource Operations and Rural Development on behalf of the Province, will continue in force, in accordance with its term, unless the Parties amend or terminate the Protocol.
7. Within 3 months of the Effective Date the Parties will review and renew the four NStQ community Forestry Consultation and Revenue Sharing Agreements.

## ***APPENDIX F: PAYMENT SCHEDULE & FINANCIAL REPORTING***

THIS PAYMENT SCHEDULE AND ANNUAL REPORT TEMPLATE IS PROVIDED TO ASSIST  
PREPARATION OF THE ANNUAL FINANCIAL REPORT REQUIRED UNDER SECTION 10.3.

### **SECTION 1. PAYMENT SCHEDULE**

	<b><i>DELIVERY</i></b>	<b><i>RELEASE MECHANISM</i></b>	<b><i>AMOUNT</i></b>
<b><i>YEAR 1 (2018/2019)</i></b>	60 DAYS FROM EFFECTIVE DATE	FUNDS RELEASED AS PER SECTION 10.2 OF THE AGREEMENT.	<b><i>\$450,000</i></b>
<b><i>YEAR 2 (2019/2020)</i></b>	60 DAYS OF FIRST ANNIVERSARY OF EFFECTIVE DATE	FUNDS RELEASED AS PER SECTION 10.3 OF THE AGREEMENT.	<b><i>\$450,000</i></b>
<b><i>YEAR 3 (2020/2021)</i></b>	60 DAYS OF SECOND ANNIVERSARY OF EFFECTIVE DATE	FUNDS RELEASED AS PER SECTION 10.3 OF THE AGREEMENT.	<b><i>\$450,000</i></b>
<b><i>TOTAL G2G FUNDING</i></b>			<b><i>\$1.35M</i></b>

### **SECTION 2. ANNUAL FINANCIAL REPORT TEMPLATE**

<b><i>AGREEMENT COMPONENTS</i></b>	<b><i>MEASUREMENT CRITERIA</i></b>	<b><i>ANNUAL EXPENDITURES</i></b>	<b><i>SPECIFIC OUTCOMES</i></b>
G2G FORUM	(E.G., NUMBER OF MEETINGS HELD, KEY MILESTONES)		
ENGAGEMENT FRAMEWORK	(E.G., STAFF, NUMBER OF ENGAGEMENTS SUBMITTED)		
STRATEGIC TOPICS	SUMMARY OF STANDING STRATEGIC TOPICS		
NEGOTIATION OF OTHER AGREEMENTS			
OTHER			



## ***APPENDIX G: RECORD OF DECISION***