

**MAA-NULTH FIRST NATIONS AND BRITISH COLUMBIA REASONABLE
OPPORTUNITY AGREEMENT - AMENDING AGREEMENT**

This Amending Agreement is dated for reference the 29 day of March, 2019

Between:

**HUU-AY-AHT FIRST NATIONS
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS
TOQUAHT NATION
UCHUCKLESAHT TRIBE
YUULU?IL?ATH FIRST NATION
(also known as the Ucluelet First Nation)

(collectively the "Maa-nulth First Nations")**

AND

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

(the "Province")

**(the Maa-nulth First Nations and the Province hereinafter collectively referred to
as the "Parties")**

WHEREAS:

- A. The Parties have entered into the Maa-nulth First Nations and British Columbia Reasonable Opportunity Agreement, dated for reference the 22nd day of May, 2014 (the "Reasonable Opportunity Agreement");
- B. Section 11.3 of the Reasonable Opportunity Agreement provides that no amendment to the Reasonable Opportunity Agreement will be binding unless made in writing by the Party to be bound by its terms;
- C. Section 11.5 of the Reasonable Opportunity Agreement provides that the Management Working Group may approve Minor Amendments to the Reasonable Opportunity Agreement, including amendments to Table 4 of Appendix 3-B;
- D. Section 11.6 of the Reasonable Opportunity Agreement provides that no Minor Amendment to the Reasonable Opportunity Agreement will be binding unless made in writing and signed by the Co-Chairpersons;
- E. The Management Working Group has, by a unanimous vote, approved certain amendments to Table 4 of Appendix 3-B of the Reasonable Opportunity

Agreement and the Co-Chairpersons desire to bring those proposed amendments into force and effect and make them binding as between the Parties;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions and Interpretation

1.1. In this Amending Agreement:

“Amending Agreement” means this Maa-nulth First Nations and British Columbia Reasonable Opportunity Agreement Amending Agreement dated for reference the ___ day of March, 2019;

“Reasonable Opportunity Agreement” has the meaning ascribed to that term in recital A;

“Amendment Date” means the date when this Amending Agreement is signed by both Co-Chairpersons and comes into force and effect in accordance with section 2.1.

1.2 Unless the context requires otherwise, all capitalized terms in this Amending Agreement have the meaning ascribed to them in the Reasonable Opportunity Agreement.

2.0 Coming into Effect and Effective Date of Amendments

2.1 This Amending Agreement comes into force and effect when it has been signed by the Co-Chairpersons.

2.2 The amendments to the Reasonable Opportunity Agreement set out in section 3.1 of this Amending Agreement take effect as of the Amendment Date.

3.0 Amendments to Reasonable Opportunity Agreement

3.1 The Reasonable Opportunity Agreement is amended by deleting Table 4 of Appendix 3-B and replacing that table with the Replacement Table 4 Appendix 3-B attached to this Amending Agreement as Schedule “1”.

4.0 General

4.1 This Amending Agreement may be entered into by each Co-Chairperson signing a separate copy of this Amending Agreement (including a scan, photocopy or facsimile copy) and delivering that copy to the other Co-Chairperson by facsimile

or electronic transmission at the address provided for in the Reasonable Opportunity Agreement.

- 4.2 The Parties ratify and confirm the Reasonable Opportunity Agreement and acknowledge that, subject to the amendments set out in this Amending Agreement, the Reasonable Opportunity Agreement is valid and in force and effect and binding on the Parties in accordance with its terms.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement through their respective Co-Chairpersons as set out below:

Signed on behalf of:

Maa-nulth First Nations

David Johnson
Maa-nulth Co-Chairperson

Mar 29 2019
Date

[Signature]
Witness

Signed on behalf of:

Province of British Columbia

[Signature]
Provincial Co-Chairperson

March 29, 2019
Date

Karen MacDonald
Witness

Schedule “1”
Replacement Table 4 Appendix 3 – B

Table 4 – Significant Use or Disposition

Provincial Law	Significant Uses or Dispositions
Coal Act	<ul style="list-style-type: none"> ▪ New Coal Licences (Section 12) ▪ New Coal Leases (Section 18) including conversion from Coal Licence
Dike Maintenance Act	<ul style="list-style-type: none"> ▪ New Dikes ▪ Major dike repairs and reconstruction
Environmental Management Act	<ul style="list-style-type: none"> ▪ New Solid Waste Management Plans & subsequent Operating Certificates ▪ New Liquid Waste Management Plans & subsequent Operating Certificates ▪ New Hazardous Waste facility approval on Crown Land
	<ul style="list-style-type: none"> ▪ Municipal Waste Water Regulation – acceptance of registration ▪ New Permits for: <ul style="list-style-type: none"> ○ Effluent (sewage & other waste discharges) – Large¹ ○ Refuse (garbage, solid waste) – Large⁴ ○ Air (all) ▪ Significant² Permit Amendments ▪ New Approvals (Section 15) for: <ul style="list-style-type: none"> ○ Landfill discharges – Large⁴ ▪ Variance Orders (Section 19)
Fish and Seafood Act	<ul style="list-style-type: none"> ▪ Wild Aquatic Plant Harvester Licences (Section 8 of Regulations – kelp or other aquatic plants) for: <ul style="list-style-type: none"> ○ New licences (up to three year or seasonal term) ▪ Aquatic Plant Culture Licences (Section 3 of Regulations) <ul style="list-style-type: none"> ○ New licenses ○ Reissuance of licenses
Forest Act, Forest and Range Practices Act & Resort Timber Administration Act	<ul style="list-style-type: none"> ▪ The issuance of a new permit, licence, agreement or plan for: <ul style="list-style-type: none"> ○ Forest Stewardship Plans ○ Woodlot Licence Plans ○ Special Use Permits except in areas previously logged or impacted by human activity within the last 20 years

¹ Large effluent discharges would be any discharge greater than 50m³/d. Large refuse discharges would be any discharge greater than 500m³/yr or with a total landfill design capacity of greater than 5000m³ (capacity over its complete life).

² As defined in Section 1 of the Environmental Management Act - Public Notification Regulation

Provincial Law	Significant Uses or Dispositions
	<ul style="list-style-type: none"> ○ Community Forest Agreement ○ Woodlot Licence ○ Tree Farm Licence ○ First Nation Woodland Licence ○ Community Salvage Licence ○ Timber Sales Licence, except where the Province reasonably determines that engagement on that proposed use has already occurred in connection with a Forest Stewardship Plan approved in accordance with Part 3.8 ○ Cutting Permit and Road Permit, except where the Province reasonably determines that engagement on that proposed use has already occurred in connection with a Forest Stewardship Plan or Woodlot Licence Plan approved in accordance with Part 3.8 ○ Forest Licence (replaceable or non-replaceable forest licences)
	<ul style="list-style-type: none"> ○ Small Scale Salvage <ul style="list-style-type: none"> • Harvest of damaged timber through a Forestry License to Cut or Cutting Permit • Removal of post-harvest material through a Forestry License to Cut or Cutting Permit ○ Forestry Licence to Cut, except: <ul style="list-style-type: none"> • where the Province reasonably determines that engagement on that proposed use has already occurred in connection with a Forest Stewardship Plan approved in accordance with Part 3.8 • removal of decked timber as a result of previous timber harvesting • harvesting less than 50m³ of standing timber ○ Range development approvals ○ Range Use Plans or Range Stewardship Plans ▪ The issuance of a Forest Stewardship Plan amendment for stocking standards, except where the Province reasonably determines that engagement on that proposed amendment has already occurred in connection with a Forest Stewardship Plan or Woodlot License Plan ▪ The issuance of Forest Stewardship Plan extension(s) that cumulatively or individually exceed 12 months ▪ A boundary amendment of a licence or agreement listed above, except where the original licence or agreement boundary already included an Important Harvest Area and no additional Important Harvest Area is included by that boundary amendment
	<ul style="list-style-type: none"> ▪ Establishment (section 56), authorization (section 57) or expansion (section 56) of a recreation site or trail

Provincial Law	Significant Uses or Dispositions
Geothermal Resources Act	<ul style="list-style-type: none"> ▪ New Geothermal Permits ▪ New Geothermal Leases
Industrial Development Act	<ul style="list-style-type: none"> ▪ Dispositions of Crown Land (Section 1)
Integrated Pest Management Act	<ul style="list-style-type: none"> ▪ Forest Pest Management use of pesticides to management of vegetation to benefit seedling growth, or managing insect outbreaks (5 year plans) ▪ Vegetation Management on Right-of Ways and Industrial sites (including railways) that can be accessed without authorization-pesticide use for general selective vegetation management ▪ Mosquito Management – pesticide use to manage mosquito larva in natural bodies of water and to manage adult mosquitoes
Land Act & Ministry of Lands, Parks and Housing Act	<ul style="list-style-type: none"> ▪ Investigative Licenses with new structures (Waterpower, Wind Power and Ocean Energy) ▪ New Licences of Occupation (Aquaculture, All Seasons Resorts, Intensive Commercial Recreation with structures, General Commercial, General Industry, General Area, Quarry, Mining, Public and Private Utilities greater than 1 kilometre in length, Oil and Gas, Log Handling, Airports, Roadways greater than 1 kilometre in length, Waterpower, Wind Power and Ocean Energy) ▪ New Leases³ (Airports, Aquaculture, Intensive Commercial Recreation with structures, General Industrial, Intensive and Extensive Agriculture, Grazing, Quarry, Mining, Oil and Gas, Log Handling, Airports, Roadways greater than 1 kilometre in length, Waterpower, Wind Power, Ocean Energy, General Commercial, All Seasons Resorts, Community/Institutional Uses, Communication Sites, Residential Land, Private Moorage) ▪ New Statutory Rights of Way⁶ ▪ Crown grants (including Sponsored Crown Grants) and transfers of Crown fee simple land ▪ New All Season Resorts Master Development Agreements ▪ New All Season Resorts Operating Agreements ▪ New Head Leases ▪ Order-in Council Reserve (Section 15) ▪ Order-in-Council Transfer of Administration and Control - Government of Canada (Section 31)
Mineral Tenure Act	<ul style="list-style-type: none"> ▪ Conversion of Mineral Claim to Mining Lease ▪ Conversion of Placer Claim to Placer Lease ▪ Conversion of a Placer Claim or Lease issued under former acts
Mines Act	<ul style="list-style-type: none"> ▪ Notice of Work (New Permits) for: <ul style="list-style-type: none"> ○ Mineral Exploration or Coal Exploration with mechanical

³ No previous General Area Licence Of Occupation (GALOO)

Provincial Law	Significant Uses or Dispositions
	<p>disturbance (i.e. drilling, trenching, bulk sample)</p> <ul style="list-style-type: none"> ○ Placer Exploration (Producing mine would require Placer Lease) ○ Mineral and Coal producing Mines that have not undergone an EA process ○ Quarry: <ul style="list-style-type: none"> • Industrial Mineral (requires Mineral Tenure: Claim or Lease, or Land Act tenure if prior to 1984) • Aggregate (requires Land Tenure: Title, Licence of Occupation, Lease) ○ Sand and Gravel (requires Land Tenure: Title, Licence of Occupation, Lease) <p>▪ Notice of Work major permit amendments (not administrative in nature)</p>
Oil and Gas Activities Act	<p>▪ New Permits for:</p> <ul style="list-style-type: none"> ○ Exploration and drilling for petroleum, natural gas or both ○ Pipelines and facilities ○ Oil and gas roads <p>▪ New Authorizations, except for:</p> <ul style="list-style-type: none"> ○ improved health or safety, or overall benefit to environment (reclamation) ○ a subsequent well on an existing well pad in which no new land is required ○ additional pipeline within an existing right of way in which no new land is required
Petroleum and Natural Gas Act	<ul style="list-style-type: none"> ▪ New Permits (exploration) ▪ New Drilling Licences (conveying the exclusive right for permission to drill oil and gas wells in a defined area) ▪ New Leases (allowing production, in addition to providing exclusive drilling rights)
Railway Act	<ul style="list-style-type: none"> ▪ Dispositions of Crown Land (Section 32)
Range Act	<ul style="list-style-type: none"> ▪ New Licences (Grazing, Hay-cutting) ▪ New Permits (Grazing, Hay-cutting)
Transportation Act	<ul style="list-style-type: none"> ▪ Administrative land transfers, acquisitions, dispositions for: <ul style="list-style-type: none"> ○ Dedicating Public Crown Lands for infrastructure development (includes highways expansion, widening, straightening, or expansion of infrastructure)
	<ul style="list-style-type: none"> ○ Disposition of Lands (including surplus Rights of Way) ▪ Highway Development and Upgrading, and Environmental Management for: <ul style="list-style-type: none"> ○ New bridge construction

Provincial Law	Significant Uses or Dispositions
	<ul style="list-style-type: none"> ○ New road construction
Water Sustainability Act	<ul style="list-style-type: none"> ▪ Approvals (Section 10) ▪ Change Approvals (Section 11) ▪ New Water Licences (Application Procedures Section 12) ▪ Permit over Crown Land (Section 24) ▪ Amendment or substitution of authorizations, change approvals or permits (Section 26) ▪ Transfer of Appurtenancy (Section 27) ▪ Apportionment of Rights (Section 28) ▪ Abandonment of Rights (Section 31) ▪ Drilling authorizations (Section 62) ▪ Non-emergency orders ▪ Development of a Water Sustainability Plan (Division 4, Section 64-85)
	<ul style="list-style-type: none"> ▪ Development of Water Objectives (Division 1, Sec 43)
Wildlife Act	<ul style="list-style-type: none"> ▪ Trapline permits – issuance of new permits in areas that are not already covered by a trapline permit, or as a result of vacancy or abandonment ▪ Guide Outfitting Certificates – issuance of new certificates in areas that are not already included within a Guide Outfitting Certificate, or as a result of vacancy or abandonment

MAA-NULTH FIRST NATIONS AND BRITISH COLUMBIA REASONABLE OPPORTUNITY AGREEMENT

This Agreement dated for reference the 22 day of May 2014

BETWEEN

HUU-AY-AHT FIRST NATIONS

KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

TOQUAHT NATION

UCHUCKLESAHT TRIBE

YUULU?IL?ATH FIRST NATION
(also known as the Ucluelet First Nation)

AND

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

(collectively the "Parties")



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BACKGROUND:

- A. Since time immemorial, the Maa-nulth First Nations have occupied their respective Hahoulthee (traditional territories) and harvested the resources of the air, land and waters in their Hahoulthee in accordance with their traditional Nuu-cha-nulth ways;
- B. The Maa-nulth First Nations' traditional harvesting has always been, and continues to be, in the spirit of Iisaak (respect for the earth and all life forms on it) and in the belief that they, along with the resources of the air, land, waters and sea bed which they share, are Hish-uk-ist-sawalk (the interconnectedness of all things);
- C. The Maa-nulth First Nations, Canada and the Province entered into the Final Agreement;
- D. The Final Agreement provides that the Province may authorize the use or Disposition of Crown land and any authorized use or Disposition may affect the methods, times and locations of the harvest of Fish and Aquatic Plants, Wildlife or Migratory Birds under the Final Agreement, provided that the Province ensures that those authorized uses or Dispositions do not deny a Maa-nulth First Nation the reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Rights;
- E. The Province and the Maa-nulth First Nations wish to ensure that each Maa-nulth First Nation continues to have a reasonable opportunity to exercise their right to harvest Fish and Aquatic Plants, Wildlife and Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Rights;
- F. The Final Agreement provides that the Maa-nulth First Nations and the Province will negotiate and attempt to reach agreement on a process to evaluate the impact of authorized uses or Dispositions of provincial Crown land on each Maa-nulth First Nation's reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife and Migratory Birds;
- G. The Parties recognize that the management of Fish and Aquatic Plants, Wildlife and Migratory Birds is regional in nature and understand that it may be necessary to work collaboratively with other First Nations and resource users within the same geographic area having regard to each Maa-nulth First Nation's right to harvest Fish and Aquatic Plants, Wildlife and Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Rights; and
- H. The Parties recognize that the expression of Maa-nulth First Nation Harvesting Rights will change over time and there may be impacts on Fish and Aquatic Plants, Wildlife and Migratory Birds populations caused by global forces beyond the Province's ability to control or address and the Parties desire that a decision concerning an authorized use or Disposition of Crown land will be made within that context and with the best information available at the time the decision is made.

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Words and expressions not defined in this Agreement but defined in the Final Agreement have the meanings given to them in the Final Agreement.

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

“Agreement” means this Maa-nulth First Nations and British Columbia Reasonable Opportunity Agreement;

“Annual Information Sharing Package” means the information package developed in accordance with section 3.5.7 of Appendix 3-A for the purposes of reporting and communicating the outcomes of an Annual Meeting;

“Annual Meeting” means a meeting of the Management Working Group held in accordance with Part 3.5 of Appendix 3-A;

“Annual Monitoring and Assessment Report” means a report developed in accordance with Part 2.3 of Appendix 2 for the purposes of providing information about the Monitoring and Assessment Framework to the Annual Meeting;

“Annual Report of Authorized Uses and Dispositions” means a report developed in accordance with Part 1.3 of Appendix 1 for the purposes of providing information to the Maa-nulth First Nations about the authorized uses and Dispositions of Crown Land made by Provincial Decision-Makers during the last calendar year within the Maa-nulth Harvest Areas;

“Application” means

- (a) an application or proposed application for a Significant Use or Disposition, including the application document, or
- (b) related applications or proposed applications for related Significant Uses or Dispositions, including the application documents, and

as the context may require, any reference to an Application includes a reference to the Significant Use or Disposition that is the subject of that Application;

“Applicant” means a person, corporation or entity, or their agent, including the Province or any agent of the Province, that has submitted or is contemplating submitting an Application;

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

“Commencement Date” means the date upon which this Agreement takes effect in accordance with section 10.1;

“Confidential Information” means information considered and identified in writing to be confidential by the Party providing the information but does not include information already in the public domain or information already in the possession of the Party to whom the information is provided;

“Co-Chairpersons” means both the Maa-nulth Co-Chair and the Provincial Co-Chair;

“Crown Land” means land, whether or not it is covered by water, which is owned by the Province including, for certainty, Subsurface Resources, Submerged Lands and Foreshore Areas owned by the Province;

“Dispute” means a conflict or disagreement respecting the interpretation, application or implementation of this Agreement or a breach or anticipated breach of this Agreement but does not include any matter identified in section 8.8;

“Engagement Package” means the materials sent by the Province for the purpose of a formal solicitation of comments from the Maa-nulth First Nations in accordance with sections 3.8.7 and 3.8.8 of Appendix 3-B;

“Executive” means the executive branch of a Maa-nulth First Nation Government as established in its Maa-nulth First Nation Constitution;

“Final Agreement” means the Maa-nulth First Nations Final Agreement between the Maa-nulth First Nations, Canada and the Province, which took effect on April 1, 2011, and includes any amendments made to it from time to time in accordance with its provisions;

“G2G Forum” means a bilateral forum of senior officials that may be established by the Parties in accordance with an agreement contemplated by a Memorandum of Understanding dated the 3rd day of December, 2013, to address engagement processes for the implementation of bilateral matters between the Province and the Maa-nulth First Nations under the Final Agreement;

“Important Harvest Area” means that portion of a Maa-nulth Harvest Area identified on a map initialled at an Annual Meeting by the Management Working Group as an “Important Harvest Area” that becomes an Important Harvest Area for the purposes of this Agreement in accordance with Part 3.7 of Appendix 3-B and **“Important Harvest Areas”** means every Important Harvest Area;

“Landscape Unit” means the spatially identified areas of land and water identified in Table 3 of Appendix 2 as amended from time to time in accordance with this Agreement;

“Maa-nulth Co-Chair” means the individual appointed from time to time by the Maa-nulth First Nations as the co-chairperson of the Management Working Group in accordance with section 3.2.4 of Appendix 3-A;

“Maa-nulth First Nation Harvesting Right” means the Maa-nulth First Nation Fishing Right, Maa-nulth First Nation Right to Harvest Wildlife or Maa-nulth First Nation Right to Harvest Migratory Birds, as applicable;

“Maa-nulth First Nations” means the Huu-ay-aht First Nations, Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations, Toquaht Nation, Uchucklesaht Tribe and Yuułu?if?ath First Nation and “Maa-nulth First Nation” means any one of them;

“Maa-nulth Harvest Area” means the applicable Domestic Fishing Area, Wildlife Harvest Area or Migratory Bird Harvest Area and **“Maa-nulth Harvest Areas”** means every Maa-nulth Harvest Area;

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

“Management Working Group” means the working group of senior manager representatives established in accordance with Part 3.2 of Appendix 3-A to represent the Parties or the individuals appointed to that working group;

“Ministry” means a ministry, department, board, commission or agency that is the division of the government of the Province having responsibility, from time to time, for a decision to be made in relation to the matter in question and includes any person with authority to act in respect of the matter in question;

“Minor Amendment” means an amendment to this Agreement identified in section 11.5;

“Monitoring and Assessment Framework” means the various values, indicators and conditions described in Table 2 of Appendix 2 in relation to the Maa-nulth Harvest Areas, as amended from time to time in accordance with this Agreement;

“Parties” means the Province and each of the Maa-nulth First Nations and **“Party”** means any one of them;

“Provincial Co-Chair” means the individual appointed from time to time by the Province as the co-chairperson of the Management Working Group in accordance with section 3.2.2 of Appendix 3-A;

“Provincial Contact” means the person identified in an Engagement Package who has authority or direction to carry out aspects of engagement and has authority to make recommendations to a Provincial Decision-Maker with respect to an authorized use or Disposition of Crown land;

“Provincial Decision-Maker” means an official or designate of any agency of the Province with authority under Provincial Law to make decisions with respect to an authorized use or Disposition of Crown land;

“Significant Use or Disposition” means an authorized use or Disposition of Crown land by the Province listed in Table 4 of Appendix 3-B that is wholly or partially within an Important Harvest Area.

“Technical Advisory Group” means the working group of representatives established as needed in accordance with Part 3.3 of Appendix 3-A to represent the Parties or the individuals appointed to that working group;

1.3 The applicable interpretation provisions set out in 1.15.0 of Chapter 1 General Provisions of the Final Agreement apply to this Agreement with necessary changes in the details.

1.4 In this Agreement, a reference to “readily available” information means information that:

- (a) is collected and maintained by a Party within its program authorities and approved budgets;
- (b) exists and can be accessed from existing data sources; and
- (c) can be reasonably accessed and made available without incurring additional staff or capital costs.

1.5 Any reference in this Agreement to a numbered section or a subsection or a numbered Appendix, or to a numbered section or a subsection within an Appendix, refers to the section or subsection in this Agreement or Appendix that bears that number, unless specifically stated otherwise, and a reference to a series of numbers or letters by the first and last numbers or letters of the series includes the number or letter first and last mentioned.

1.6 Where this Agreement provides that the Parties “will negotiate and attempt to reach agreement”, those negotiations will be conducted as described in Chapter 25 Dispute Resolution of the Final Agreement with necessary changes in the details, but the Parties are not obliged to proceed to Stage Three of that Chapter.

1.7 This Agreement consists of Parts 1 to 20 and the following Appendices:

Appendix 1 – Information Exchange;
Appendix 2 – Monitoring and Assessment of Impacts;
Appendix 3-A – Engagement Process;
Appendix 3-B – Engagement in Important Harvest Areas; and
Appendix 4 – Prevention and Remediation.

1.8 Subject to section 1.9, this Agreement is divided into:

1. PARTS;

1.1 Sections;

(a) subsections;

- (i) paragraphs; and
- (A) subparagraphs.

1.9 The Appendices to this Agreement are divided into:

1.1 PARTS;

1.1.1 Sections;

- (a) subsections;
- (i) paragraphs; and
- (A) subparagraphs.

2. OBJECTIVES

2.1 The objectives of this Agreement are to:

- (a) satisfy the obligations of the Parties under 10.1.11 of Chapter 10 Fisheries, 11.1.6 of Chapter 11 Wildlife and 12.1.6 of Chapter 12 Migratory Birds of the Final Agreement and generally described as “reasonable opportunity” obligations; and
- (b) define the collaborative process to evaluate the impact of authorized uses or Dispositions of Crown land on each Maa-nulth First Nation’s reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife and Migratory Birds in the Maa-nulth Harvest Areas.

3. NATURE AND SCOPE OF AGREEMENT

- 3.1 This Agreement is not a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* (Canada).
- 3.2 This Agreement is the agreement of the Parties contemplated by 10.1.11 of Chapter 10 Fisheries, 11.1.6 of Chapter 11 Wildlife and 12.1.6 of Chapter 12 Migratory Birds of the Final Agreement.
- 3.3 For certainty, the Final Agreement prevails to the extent of any inconsistency with this Agreement.
- 3.4 This Agreement applies to:
 - (a) the Domestic Fishing Area as it relates to the Maa-nulth First Nation Fishing Right;
 - (b) the Wildlife Harvest Area as it relates to the Maa-nulth First Nation Right to Harvest Wildlife; and

- (c) the Migratory Bird Harvest Area as it relates to the Maa-nulth First Nation Right to Harvest Migratory Birds.
- 3.5 For certainty, this Agreement applies to Provincial Protected Areas with regards to the Maa-nulth First Nation Harvesting Rights but does not apply to the Maa-nulth First Nation Right to Gather Plants within those areas.
- 3.6 This Agreement only applies to the Parties and does not define, deny, limit, abrogate or derogate from or amend any aboriginal or treaty rights of any other aboriginal peoples of Canada or any rights or responsibilities of the Province with respect to any other aboriginal peoples of Canada.
- 3.7 Nothing in this Agreement affects the existing exclusive ownership or copyright of any of the Parties in the data and data related tools used in the Monitoring and Assessment Framework and no partnership, joint venture, agency or other similar relationship between the Parties is created by this Agreement or by any actions of the Parties pursuant to this Agreement.

4. REPRESENTATION AND WARRANTIES

- 4.1 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.
- 4.2 Each Maa-nulth First Nation represents and warrants that it has the authority to enter into this Agreement and to make the covenants and representations in this Agreement.

5. USE OF EXISTING LAND AND RESOURCE MANAGEMENT PROCESSES

- 5.1 The Parties may consider and utilize, as appropriate, information received through one or more of the following processes for the purposes of evaluating the impact of authorized uses or Dispositions of Crown land on the Maa-nulth First Nation Harvesting Rights within the Maa-nulth Harvest Areas:
 - (a) Joint Fisheries Committee;
 - (b) Wildlife Council;
 - (c) any other processes under the Final Agreement concerning Fish, Aquatic Plants, Wildlife or Migratory Birds in the Maa-nulth Harvest Areas;
 - (d) public planning and strategic land use processes that apply to all or a portion of the Maa-nulth Harvest Areas;
 - (e) environmental assessment or other environmental review processes of the Province that apply to all or a portion of the Maa-nulth Harvest Areas;
 - (f) strategic agreements or other similar process agreements that may be established under Provincial Law or policy of the Province that apply to all or a portion of the Maa-nulth Harvest Areas; and

- (g) other committees, working groups or other processes as agreed to by the Parties from time to time.

6. ENGAGEMENT

6.1 The Province and each Maa-nulth First Nation will:

- (a) exchange information in accordance with Appendix 1;
- (b) monitor and assess the impacts of authorized uses and Dispositions of Crown land by the Province in accordance with Appendix 2;
- (c) attend meetings, exchange communications and engage with the other Parties in accordance with the engagement processes set out in Appendix 3-A;
- (d) engage on Applications with regard to the potential impact of a Significant Use or Disposition of Crown Land within an Important Harvest Area in accordance with the engagement processes set out in Appendix 3-B; and
- (e) engage in the preventative and remedial discussions contemplated in Appendix 4.

6.2 The Parties acknowledge and agree that the information exchange and engagement processes described in section 6.1 constitutes the process by which the Province will fulfill its obligations under 10.1.10 of Chapter 10 Fisheries, 11.1.5 of Chapter 11 Wildlife and 12.1.5 of Chapter 12 Migratory Birds of the Final Agreement to ensure that the authorized use or Disposition of Crown land does not deny a Maa-nulth First Nation the reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds.

6.3 Provided that the Province complies with the information exchange and engagement processes described in section 6.1, each Maa-nulth First Nation:

- (a) covenants and agrees that it will not challenge any authorized use or Disposition of Crown land made by the Province on the basis that the Province failed to adequately consult that Maa-nulth First Nation in relation to its obligation to ensure that an authorized use or Disposition does not deny that Maa-nulth First Nation a reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with 10.1.10 of Chapter 10 Fisheries, 11.1.5 of Chapter 11 Wildlife or 12.1.5 of Chapter 12 Migratory Birds of the Final Agreement; and
- (b) hereby releases and forever discharges the Province, including each Provincial Decision-Maker, from all actions, causes of action, claims, proceedings, debts, duties or demands whatsoever it may have ever had, has or may have against the Province or any Provincial Decision-Maker with respect to any legal obligation to consult in relation to the Province's obligation to ensure that an authorized use or Disposition of Crown land does not deny a Maa-nulth First Nation a reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with 10.1.10 of Chapter 10 Fisheries, 11.1.5 of Chapter 11 Wildlife or 12.1.5 of Chapter 12 Migratory Birds of the Final Agreement.

- 6.4 For certainty, nothing in this Agreement is intended to limit the ability of a Maa-nulth First Nation to assert that a particular authorized use or Disposition of Crown Land has operated to deny that Maa-nulth First Nation a reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds and to raise that assertion as a potential Disagreement within the meaning of Chapter 25 Dispute Resolution of the Final Agreement.

7. FUNDING AND SUPPORT

- 7.1 The Parties are each responsible for the cost of their participation in the information exchange processes described in Appendix 1, the engagement processes described in Appendix 3-A (including participation in the Annual Meeting), the engagement processes within Important Harvest Areas in Appendix 3-B and any discussions related to prevention and remediation described in Appendix 4.
- 7.2 Unless otherwise agreed, the cost of implementing any joint commitments made under this Agreement (including the establishment and maintenance of the Monitoring and Assessment Framework contemplated in Appendix 2 and the cost of conducting the Annual Meeting) will be shared equally as between the Province and the Maa-nulth First Nations.
- 7.3 The Parties may independently or jointly and cooperatively seek funding, from time to time, to support studies, projects or other initiatives that the Parties agree are necessary or desirable to meet the objectives under Part 2 and carry out the processes contemplated in this Agreement.
- 7.4 Each Party will, at the reasonable request of another Party, provide the requesting Party with a letter of support for a funding application contemplated in section 7.3.
- 7.5 Notwithstanding any other provision of this Agreement, any contribution required by the Province for the implementation of this Agreement, including the establishment and maintenance of the Monitoring and Assessment Framework, is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (British Columbia), to enable the Province in any fiscal year or part thereof when such payment is required to make such payment; and
 - (b) the Treasury Board, as defined in the *Financial Administration Act* (British Columbia), not having controlled or limited expenditure under any appropriation necessary in order to make such payment.
- 7.6 Notwithstanding any other provision of this Agreement, any contribution required by a Maa-nulth First Nation for the implementation of this Agreement is subject to:
- (a) there being sufficient monies allocated and available in an annual budget, as defined in the applicable *Financial Administration Act* of that Maa-nulth First

Nation, to enable that Maa-nulth First Nation in any fiscal year or part thereof when such payment is required to make such payment; and

- (b) the Executive, as defined in the Constitution of that Maa-nulth First Nation, not having controlled or limited expenditure under any allocation in an annual budget necessary in order to make such payment.

8. DISPUTE RESOLUTION

- 8.1 The Parties will each endeavour to resolve informally and as between those involved any Dispute in a manner that fosters an improved, ongoing and respectful government-to-government relationship between the Province and the Maa-nulth First Nations.
- 8.2 If a Dispute arises and any Party gives notice to the other Parties of the Dispute, then that Dispute will be referred to the Management Working Group which will meet within 15 Business Days of the date of delivery of that notice to discuss and attempt to resolve the Dispute.
- 8.3 If the Management Working Group resolves the Dispute, the Co-Chairpersons will confirm the resolution of the Dispute to the Parties in writing as soon as practicable.
- 8.4 If a Dispute has not been resolved by the Management Working Group within 15 Business Days of the first notice of the Dispute, the disputing Parties will attempt to resolve the Dispute by referring the Dispute to the G2G Forum, if it has been established by the Parties and continues to exist.
- 8.5 If it has been established and continues to exist, the G2G Forum will meet within 30 Business Days after the expiration of the time period set out in section 8.2 to discuss and attempt to resolve a Dispute referred to them in accordance with section 8.4.
- 8.6 If the Dispute is resolved by the G2G Forum, the G2G Forum will confirm the resolution of the Dispute to the Parties in writing as soon as practicable following the resolution of the Dispute.
- 8.7 The Parties are each responsible for their own costs associated with the resolution of any Dispute under this Part 8 and will equally bear any joint costs.
- 8.8 The resolution processes for a Dispute set out in this Part 8 do not apply to:
 - (a) any disagreement as to whether or not authorized uses or Dispositions of Crown land have denied a Maa-nulth First Nation the reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with its Maa-nulth First Nation Harvesting Rights and, if such a disagreement does arise, that disagreement will be determined in accordance with Appendix 4 of this Agreement and Chapter 25 Dispute Resolution of the Final Agreement;
 - (b) any disagreement related to any actual decision or action taken, or to be taken, by a Provincial Decision-Maker under Provincial Law;

- (c) any disagreement related to the decisions or actions of the Parties relating in any way to the periodic review process established in accordance with Part 9, or
 - (d) any disagreement related to the interpretation, application or implementation of Appendix 3-B or a breach or anticipated breach of Appendix 3-B.
- 8.9 For certainty, any conflict or disagreement respecting the matters identified in section 8.8 do not constitute a "Dispute" within the meaning of this Agreement.
- 8.10 Nothing in this Agreement prevents a Party from commencing judicial proceedings at any time to prevent the loss of a right to commence proceedings due to the expiration of a limitation period or to obtain interlocutory or interim relief that is otherwise available pending resolution of the Dispute.

9. PERIODIC REVIEW

- 9.1 The Parties recognize and acknowledge that this Agreement provides a foundation for an ongoing relationship among the Parties in respect of the Maa-nulth First Nation Harvesting Rights and the authorized uses and Disposition of Crown land and commit to conducting a periodic review of this Agreement in accordance with sections 9.2 through 9.9.
- 9.2 40 Business Days before each Periodic Review Date, each Party will provide the other Parties with notice if it wishes to discuss a matter contemplated by section 9.3 and if none of the Parties provide notice, the Parties will forego engaging in a review of this Agreement for that Review Period.
- 9.3 The purpose of the periodic review is to provide an opportunity for the Parties to meet and discuss:
- (a) the practicability and effectiveness of the processes established by the Parties in accordance with this Agreement;
 - (b) improvements that may be necessary or desirable to the processes established by the Parties in accordance with this Agreement to better ensure the Province does not deny a Maa-nulth First Nation the reasonable opportunity to harvest under its Maa-nulth First Nation Harvesting Rights; and
 - (c) other matters in respect of the implementation of the provisions of this Agreement as the Parties may agree in writing.
- 9.4 Unless the Parties agree otherwise, the discussions contemplated by section 9.3 will take place on the Periodic Review Date and such other dates as the Parties agree, but will not exceed the applicable Review Period, and within 40 Business Days after the end of that discussion each Party will provide the other Parties with its response on any matter discussed during that Review Period.
- 9.5 The periodic review contemplated by this Part 9 and all discussions and information relating to the matters of the periodic review are without prejudice to the respective legal

positions of the Parties, unless the Parties otherwise agree, and nothing made or done in respect of a periodic review, including the discussions or the responses provided by the Parties, except for the amendments made in accordance with section 9.7, creates any legally binding rights or obligations.

- 9.6 Except for the Parties' commitment to meet and provide responses as described in section 9.4, neither the periodic review process contemplated by this Part 9, nor the decisions and actions of the Parties relating in any way to the periodic review process, are:
- (a) subject to the resolution process for Disputes described in Part 8; or
 - (b) reviewable by a court or in any other forum.
- 9.7 For certainty, none of the Parties is required to agree to amend this Agreement as a result of the periodic review contemplated by this Part 9 and where the Parties agree to amend this Agreement, any such amendment will be made in accordance with section 11.3.
- 9.8 Each of the Parties is responsible for its own costs in relation to the periodic review process contemplated in this Part 9.
- 9.9 Despite the definition of Periodic Review Date in Chapter 29 Definitions of the Final Agreement, the initial review of this Agreement will be held on the fourth anniversary of the Commencement Date at which time the Parties will meet and discuss the matters set out in section 9.3 in accordance with sections 9.2 through 9.8, with the necessary changes in the details.

10. COMMENCEMENT, TERMINATION AND REPLACEMENT

- 10.1 This Agreement takes effect on the date upon which it has been signed and delivered by all Parties.
- 10.2 Either the Province or the Maa-nulth First Nations collectively may terminate this Agreement by providing the other two years notice and stating the reasons for termination.
- 10.3 Not later than eighteen months before the termination of this Agreement in accordance with section 10.2 or earlier if the Parties agree, the Parties will negotiate and attempt to reach agreement on a subsequent agreement as contemplated in 10.1.11 of Chapter 10 Fisheries, 11.1.6 of Chapter 11 Wildlife and 12.1.6 of Chapter 12 Migratory Birds of the Final Agreement to replace this Agreement.

11. WAIVER AND AMENDMENT

- 11.1 A provision of this Agreement, or performance by a Party of an obligation under this Agreement, or the default by a Party of an obligation under this Agreement, may not be waived unless the waiver is in writing and signed by the Party giving the waiver.

- 11.2 No waiver of a provision of this Agreement, the performance by a Party of an obligation under this Agreement or of the default by a Party of an obligation under this Agreement will be a waiver of any other provision, obligation or subsequent default.
- 11.3 Except as expressly provided in this Agreement, no amendment of this Agreement will be binding unless made in writing by the Party to be bound by such amendment.
- 11.4 The Technical Advisory Group may make recommendations to the Management Working Group respecting amendments to improve this Agreement or a Party may propose an amendment to the Agreement to the other Parties in writing.
- 11.5 The following amendments to this Agreement may be approved by the Management Working Group:
- (a) amendments to a time frame set out in Appendix 1, 3-A and 3-B ;
 - (b) amendments to Table 1 of Appendix 1;
 - (c) amendments to Table 2 and Table 3 of Appendix 2; and
 - (d) amendments to Table 4 of Appendix 3-B.
- 11.6 The Management Working Group must approve a Minor Amendment by a majority vote held in accordance with sections 3.4.12 and 3.4.13(a) of Appendix 3-A and no Minor Amendment will be binding unless made in writing and signed by the Co-Chairpersons.

12. CONFIDENTIALITY

- 12.1 The Parties acknowledge that as a result of this Agreement they may exchange Confidential Information and they will treat that Confidential Information as confidential and will not, without the prior consent of the Party providing the information, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this Agreement, that information, except insofar as that publication, release or disclosure is:
- (a) necessary to enable the Party to fulfill its obligations under this Agreement;
 - (b) necessary to enable the Province to fulfill its obligations regarding a decision made, or to be made, by a Provincial Decision-Maker, including the obligation to provide an Applicant with relevant information regarding an Application; or
 - (c) required by law or by a court or tribunal with competent jurisdiction.
- 12.2 For certainty, nothing in this Agreement limits 1.17.1 of Chapter 1 General Provisions of the Final Agreement.

13. PROVISION OF INFORMATION AND PAYMENT OF FEES

- 13.1 The Parties agree that information shared in accordance with this Agreement will be in an electronic form to the greatest extent possible.
- 13.2 While the Parties intend to share the existing information identified in this Agreement in order to support the successful implementation and objectives of this Agreement, unless otherwise agreed, nothing in this Agreement will be interpreted as creating any obligation on any Party to provide any information:
- (a) that a Party considers to be of a confidential nature;
 - (b) that is not readily available; or
 - (c) in breach of any applicable Provincial Law, Federal Law or Maa-nulth First Nation Law.
- 13.3 For certainty, nothing in this Agreement creates an exemption for any Maa-nulth First Nation from the requirement to pay any fee, charge, levy or tax that is otherwise payable by a member of the public or a local government in accordance with Provincial Law or policy for the provision of any certificate, search, record or any other information that may be provided by the Province in accordance with this Agreement.
- 13.4 The Parties acknowledge that specific information sources and the means for storing and accessing that information may change over time as a result of technological innovation, bio-physical and environmental changes, cost and budgetary constraints or other factors.

14. DATA SHARING AGREEMENTS

- 14.1 The Province and the Maa-nulth First Nations may enter into data sharing agreements if the need for specific data sets or circumstances to support the implementation of this Agreement arises or if particular data is subject to additional conditions or restrictions on disclosure.

15. ASSIGNMENT AND ENUREMENT

- 15.1 Unless otherwise agreed to by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party.
- 15.2 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

16. SEVERABILITY

- 16.1 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part.

17. NOTICES

- 17.1 In this Part 17, "communication" has the same meaning as in 1.23.0 of Chapter 1 General Provisions of the Final Agreement.
- 17.2 Unless otherwise provided, any communication under this Agreement must be in writing and will be deemed to have been validly given or received if provided in accordance with 1.23.0 of Chapter 1 General Provisions of the Final Agreement.
- 17.3 In addition to section 17.2:
- (a) any communication by the Province, a Provincial Contact or Provincial Decision-Maker to the Maa-nulth First Nations under Appendix 3-B may be given by electronic mail sent to the Maa-nulth Co-Chair;
 - (b) any communication by the Maa-nulth First Nations to a Provincial Contact or Provincial Decision-Maker under Appendix 3-B may be given by electronic mail sent to the Provincial Contact or Provincial Decision-Maker, as applicable, to the address identified in the applicable Engagement Package; and
 - (c) any communication under this Agreement to be provided to the Maa-nulth Co-Chair or the Provincial Co-Chair may be given by electronic mail sent to the applicable address provided in accordance with section 17.5.
- 17.4 A communication under section 17.3 is considered to have been given, made or delivered and received at the start of business on the business day next following the day on which it was transmitted when the sender receives confirmation from the recipient that it was received by the recipient.
- 17.5 The Parties will provide to each other an electronic mail address for their respective Co-Chairperson for delivery of communications under section 17.3.
- 17.6 In addition to the provisions of this Part 17, the Parties may agree to give, make or deliver a communication by means other than those provided for in sections 17.2 and 17.3.

18. TIME

- 18.1 Time is of the essence of this Agreement and will remain of the essence despite the extension of any of the times or dates provided for in this Agreement.
- 18.2 Where the time for doing any act falls or expires on a day which is not a Business Day (or at a specified time on a day which is not a Business Day), the time for doing that act will be extended to the next Business Day (or the specified time on the next Business Day).
- 18.3 A reference to a time or date is to the local time or date in Victoria, British Columbia.

19. STATUTORY DECISION-MAKERS

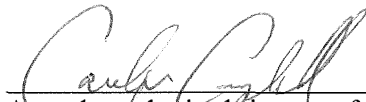
19.1 Nothing in this Agreement fetters or limits the authority or discretion of any Provincial Decision-Maker under Provincial Law.

20. EXECUTION IN COUNTERPARTS

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

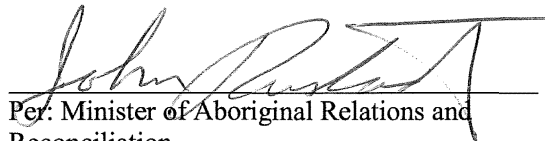
TO EVIDENCE THEIR AGREEMENT each Party has executed this Agreement on the date appearing below.

EXECUTED in the presence of:



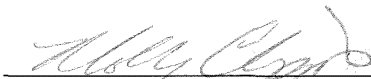
As to the authorized signatory for the
Minister of Aboriginal Relations and
Reconciliation

**HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH
COLUMBIA** as represented by the Minister of
Aboriginal Relations and Reconciliation


Per: Minister of Aboriginal Relations and
Reconciliation

Date Signed: May 22, 2014

EXECUTED in the presence of:



As to the authorized signatory for the
Huu-ay-aht First Nations Government

HUU-AY-AHT FIRST NATIONS as
represented by the Huu-ay-aht First Nations
Government


Per: Jeff Cook, Chief Councillor

Date Signed: April 23, 2014
gk gk

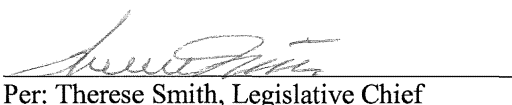
EXECUTED in the presence of:



As to the authorized signatory for the
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Government

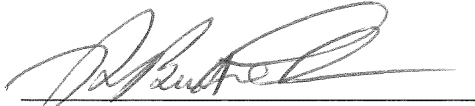
R. BRENT LEHMANN
Barrister & Solicitor
RATCLIFF & COMPANY LLP
#500 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3
604-988-5201

**KA:'YU:'K'T'H'/CHE:K'TLES7ET'H'
FIRST NATIONS** as represented by the
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
Government


Per: Therese Smith, Legislative Chief

Date Signed: APR 15 2014

EXECUTED in the presence of:



As to the authorized signatory for the
Toquaht Nation Government

R. BRENT LEHMANN
Barrister & Solicitor
RATCLIFF & COMPANY LLP
#500 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3
604-988-5201

EXECUTED in the presence of:



As to the authorized signatory for the
Uchucklesaht Tribe Government


TOQUAHT NATION as represented by
the Toquaht Nation Government



Per: Anne Mack, Tyee Ha'wilt

Date Signed: **APR 7 - 2014**

UCHUCKLESAHT TRIBE as
represented by the Uchucklesaht Tribe
Government



Per: Charlie Cootes, Chief Councillor

Date Signed: April 24/14

EXECUTED in the presence of:



As to the authorized signatory for the
Yuulú?il?ath Government

R. BRENT LEHMANN
Barrister & Solicitor
RATCLIFF & COMPANY LLP
#500 - 221 West Esplanade
North Vancouver, B.C. V7M 3J3
604-988-5201

YUULU?IL?ATH FIRST NATION
as represented by the Yuulú?il?ath Government
(Ucluelet First Nation)



Per: Charles McCarthy, President

Date Signed: **APR 7 - 2014**

APPENDIX 1 - INFORMATION EXCHANGE

1.1 OBJECTIVE

1.1.1 The objectives of the exchange of information between the Parties contemplated by this Appendix 1 are to:

- (a) enable the Parties to work collaboratively to share information with each other, to support implementation of this Agreement and to foster positive working relationships;
- (b) enable the Parties to engage with each other to assess and identify the types of Provincial information which will assist the Maa-nulth First Nations with implementation of this Agreement;
- (c) enable the Maa-nulth First Nations to be informed with respect to authorized uses and Dispositions of Crown Land within the Maa-nulth Harvest Areas and to develop views on whether there is a risk that an authorized use or Disposition of Crown Land may deny a Maa-nulth First Nation the reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with its Maa-nulth First Nation Harvesting Rights;
- (d) enable Provincial Decision-Makers, where the Maa-nulth First Nations consider it necessary or desirable, to be informed by the Maa-nulth First Nations in accordance with the processes and procedures set out in this Agreement with respect to the Nuu-chah-nulth principles of Iisaak (respect for the earth and all life forms on it) and Hish-uk-ist-sawalk (the interconnectedness of all things) as they relate to the harvest of Fish and Aquatic Plants, Wildlife or Migratory Birds by a Maa-nulth First Nation in accordance with its Maa-nulth First Nation Harvesting Right; and
- (e) assist Provincial Decision-Makers to make informed decisions with respect to the risk of whether an authorized use or Disposition of Crown Land may deny a Maa-nulth First Nation the reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with its Maa-nulth First Nation Harvesting Rights.

1.2 READILY AVAILABLE INFORMATION

1.2.1 The Province will make reasonable efforts to assist each Maa-nulth First Nation to access the following Provincial information:

- (a) readily available information related to existing and proposed authorized uses and Dispositions of Crown Land within the Maa-nulth Harvest Areas;
- (b) readily available information relating to natural resources and their management, including land use designations, administrative boundaries, roads and location of Crown land; and

- (c) other readily available information the Province agrees to provide access to from time to time.
- 1.2.2 In order to support the objectives of this Agreement, each Maa-nulth First Nation may choose to share information with the Province regarding:
- (a) how its Maa-nulth First Nation Harvesting Rights are exercised within the Maa-nulth Harvest Areas;
 - (b) the Nuu-chah-nulth principles of Iisaak (respect for the earth and all life forms on it) and Hish-uk-ist-sawalk (the interconnectedness of all things); and
 - (c) its Maa-nulth First Nation governance structures, natural resource management, technical and operational processes and cultural information.
- 1.2.3 At the Annual Meeting, the Management Working Group will consider and prioritize any formal information sharing initiatives, training sessions or workshops that they agree will support implementation of this Agreement, such as orienting each of the Maa-nulth First Nations to relevant existing data and viewing or downloading tools of the Province.

1.3 INFORMATION ABOUT AUTHORISED USES AND DISPOSITIONS

- 1.3.1 In this Appendix 1, including, for certainty, Table 1 of this Appendix 1:
- (a) a reference to an “**authorized use**” means a licence, lease, tenure, permit, approval, grant or other instrument issued under Provincial Law that authorizes the actual occupancy, use, development, exploitation, extraction or disposition of a natural resource on or within Crown Land in the Maa-nulth Harvest Area but does not include any administrative amendment to a licence, lease, tenure, permit, approval, grant or other instrument that will not result in any bio-physical impact to a natural resource; and
 - (b) a reference to a “**natural resource**” means land, water and atmosphere, their mineral, vegetable and other components and includes the flora and fauna on and in them.
- 1.3.2 The Province will prepare an Annual Report of Authorized Uses and Dispositions of Crown Land in accordance with sections 1.3.3 and 1.3.4 in a standardized format and will provide it to the Maa-nulth First Nations in accordance with section 3.5.5 of Appendix 3-A for review by the Management Working Group at the Annual Meeting.
- 1.3.3 The Annual Report of Authorized Uses and Dispositions will include a summary of information related to the authorized uses and Dispositions identified in Table 1 of this Appendix 1 that:
- (a) were approved by Provincial Decision-Makers within the last calendar year; and
 - (b) are located wholly or partially within the Maa-nulth Harvest Areas.

1.3.4 The Annual Report of Authorized Uses and Dispositions will also present readily available mapped or spatial information depicting the authorized uses or Dispositions of Crown Land in relation to the following geographic areas:

- (a) the Landscape Units for that portion of a Landscape Unit within the Maa-nulth Harvest Areas or at some other sub-unit level agreed to by the Management Working Group for which the information is readily available;
- (b) the Maa-nulth Harvest Areas in the vicinity of Kyuquot Sound and Checleset Bay;
- (c) the Maa-nulth Harvest Areas in the vicinity of Barkley Sound; and
- (d) the Maa-nulth Harvest Areas.

Table 1 - Applicable Provincial Law for Annual Report on Authorized Uses and Dispositions

Applicable Provincial Law	Reporting Requirements
Coal Act	All applicable authorised uses & Dispositions of Crown Land
Dike Maintenance Act	Significant Uses or Dispositions listed in Table 4 of Appendix 3-B
Environment and Land Use Act	Dispositions of Crown Land
Environmental Management Act	All applicable authorised uses & Dispositions of Crown Land
Fisheries Act	Significant Uses or Dispositions listed in Table 4 of Appendix 3-B
Forest Act	All applicable authorised uses & Dispositions of Crown Land
Forest and Range Practices Act	All applicable authorised uses & Dispositions of Crown Land
Geothermal Resources Act	All applicable authorised uses & Dispositions of Crown Land
Industrial Development Act	Dispositions of Crown Land
Integrated Pest Management Act	Significant Uses or Dispositions listed in Table 4 of Appendix 3-B
Land Act	All applicable authorised uses & Dispositions of Crown Land
Mineral Tenure Act	All applicable authorised uses & Dispositions of Crown Land
Mines Act	All applicable authorised uses & Dispositions of Crown Land
Ministry of Agriculture and Food Act	Dispositions of Crown Land
Ministry of Environment Act	Dispositions of Crown Land
Ministry of Forests and Range Act	Dispositions of Crown Land
Ministry of Lands, Parks and Housing Act	All applicable authorised uses & Dispositions of Crown Land
Oil and Gas Activities Act	All applicable authorised uses & Dispositions of Crown Land
Park Act	All applicable authorised uses & Dispositions of Crown Land
Petroleum and Natural Gas Act	All applicable authorised uses & Dispositions of Crown Land
Public Agency Accommodation Act	Dispositions of Crown Land

Applicable Provincial Law	Reporting Requirements
Railway Act	Dispositions of Crown Land
Range Act	All applicable authorised uses & Dispositions of Crown Land
Resort Timber Administration Act	All applicable authorised uses & Dispositions of Crown Land
Transportation Act	All applicable authorised uses & Dispositions of Crown Land
Water Act	All applicable authorised uses & Dispositions of Crown Land
Wildlife Act	All applicable authorised uses & Dispositions of Crown Land

APPENDIX 2 - MONITORING AND ASSESSMENT

2.1 OBJECTIVE

- 2.1.1 The objective of the Province and the Maa-nulth First Nations in establishing the Monitoring and Assessment Framework is to:
- (a) support informed decision making by Provincial Decision-Makers so the Province may ensure that authorized uses and Dispositions of Crown Land do not deny a Maa-nulth First Nation the reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with its Maa-nulth First Nation Harvesting Rights; and
 - (b) provide a framework for the Parties to assess and evaluate the condition of the values and indicators outlined in Table 2 of this Appendix 2 within the Domestic Fishing Area, Wildlife Harvest Area and Migratory Bird Harvest Area.

2.2 MONITORING AND ASSESSMENT FRAMEWORK

- 2.2.1 The Technical Advisory Group will meet to discuss implementation of the Monitoring and Assessment Framework as soon as practicable after the Commencement Date.
- 2.2.2 The Monitoring and Assessment Framework serves as a proxy for measuring the relative health of Fish and Aquatic Plants, Wildlife and Migratory Bird populations and habitats in the Maa-nulth Harvest Areas and the corresponding opportunity of a Maa-nulth First Nation to harvest Fish and Aquatic Plants, Wildlife and Migratory Birds in a Maa-nulth Harvest Area.
- 2.2.3 Notwithstanding section 2.2.2, the Parties acknowledge that any change in the condition of a value or indicator listed in Table 2 of this Appendix 2 does not necessarily indicate or confirm that the relative health of any Fish and Aquatic Plant, Wildlife or Migratory Bird population and their corresponding habitat has changed to the extent that a Maa-nulth First Nation has been denied a reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in a Maa-nulth Harvest Area.

2.3 REPORTING

- 2.3.1 Each year and in accordance with section 2.3.3, the Province and the Maa-nulth First Nations will each respectively provide the information regarding the various values, indicators and conditions that they are identified as the "Data Provider" for in Table 2 of this Appendix 2 that is necessary or they consider desirable in order to complete the Annual Monitoring and Assessment Report.
- 2.3.2 Unless otherwise agreed to by the Management Working Group, the Province will prepare an Annual Monitoring and Assessment Report in a standardized format based on the information provided under 2.3.1 and will provide it to the Maa-nulth First Nations in accordance with section 3.5.5 of Appendix 3-A for review by the Management Working Group at the Annual Meeting.

2.3.3 The Annual Monitoring and Assessment Report will include information on each value and indicator listed in the Monitoring and Assessment Framework compiled in relation to the following geographic areas:

- (a) the Landscape Units for that portion of a Landscape Unit within the Maa-nulth Harvest Areas or at some other sub-unit level agreed to by the Management Working Group for which the information is readily available;
- (b) the Maa-nulth Harvest Areas in the vicinity of Kyuquot Sound and Checleset Bay;
- (c) the Maa-nulth Harvest Areas in the vicinity of Barkley Sound; and
- (d) the Maa-nulth Harvest Areas.

2.4 CONTINUOUS IMPROVEMENT

2.4.1 The Technical Advisory Group may make recommendations to the Management Working Group for potential amendments to the Monitoring and Assessment Framework, including the identification of known information gaps and limitations and how to best fill the information gaps and overcome the limitations.

2.4.2 The Management Working Group will evaluate and consider the Technical Advisory Group's recommended amendments to the Monitoring and Assessment Framework given under section 2.4.1 at the Annual Meeting.

Table 2 - Values and Indicators

Values	Indicators	Data Provider ¹	Sub-Unit ²	Harvest Area Units (North & South) ³
Amount of Crown Land	• Hectares	BC	LU	√
Wildlife Habitat Forage	• % age classes in each LU by 20 year forest age classes	BC	LU	√
Wildlife habitat management designations	<ul style="list-style-type: none"> • % of Crown Land within each LU with Wildlife habitat management designations • By LU, distribution of forest age class within Wildlife habitat management designation 	BC	LU	√
Wildlife – Elk and deer	<ul style="list-style-type: none"> • Elk population estimates • Deer relative abundance 	BC	MU	√
Wildlife – other than Maa-nulth-aht harvest information	• Wildlife harvest summary by MU: compulsory reporting, hunter random surveys, guide outfitter summary.	BC	MU	√

¹ Province ("BC") or Maa-nulth First Nations ("MFN")

² Landscape Unit ("LU") or Wildlife Management Unit ("MU")

³ North (see section 2.3.3(b)) and South (see section 2.3.3(c)) Units

Values	Indicators	Data Provider ¹	Sub-Unit ²	Harvest Area Units (North & South) ³
Wildlife and Migratory Birds harvest by Maa-nulth-aht	<ul style="list-style-type: none"> Maa-nulth-aht hunter effort and success info: Roosevelt elk, deer, bear, grouse and migratory birds 	MFN	MU	√
Migratory Birds habitat	<ul style="list-style-type: none"> Relative importance (hectares) of marine bird habitat for: Geese and Swans, Diving Ducks, Dabbling Ducks, Waterfowl, Alcids, Gulls, Loons and Grebes 	BC	No	√
Landscape level biodiversity indicators	<ul style="list-style-type: none"> The parties consider this to be a priority for future development. 			
Wildlife habitat suitability indicators	<ul style="list-style-type: none"> The parties consider this to be a priority for future development. 			
Fish habitat indicators	<ul style="list-style-type: none"> The parties consider this to be a priority for future development. 			

Table 3 - Landscape Units

Name of Landscape Unit
Artlish
Barkley Sound Islands
Brooks
Corrigan
Effingham
Henderson
Kaouk
Kashutl
Klanawa
Maggie
Nahmint
Nasparti
Sarita
Tahsish
Toquart

APPENDIX 3 - A: ENGAGEMENT PROCESS

3.1 OBJECTIVE

- 3.1.1 The objectives of the Parties in establishing the engagement processes described in this Appendix 3-A are to outline the steps for the Parties to share and discuss information with respect to:
- (a) opportunities for information exchange and technical capacity development;
 - (b) existing opportunities for a Maa-nulth First Nation to exercise its Maa-nulth First Nation Harvesting Rights;
 - (c) authorized uses and Dispositions of Crown Land within the Maa-nulth Harvest Areas;
 - (d) the Monitoring and Assessment Framework; and
 - (e) the identification of Important Harvest Areas.
- 3.1.2 In this Appendix 3-A, “alternate” means a second Maa-nulth Senior Administrative Representative appointed to represent the applicable Maa-nulth First Nation on the Management Working Group in accordance with section 3.2.3 and, in the event an appointed Maa-nulth Senior Administrative Representative is unavailable to serve as representative, the alternate may represent the applicable Maa-nulth First Nation.

3.2 MANAGEMENT WORKING GROUP

- 3.2.1 The Parties hereby establish the Management Working Group comprised of at least three and no more than five representatives for the Province from the relevant Ministries and one Maa-nulth Senior Administrative Representative and alternate from each Maa-nulth First Nation to represent that Maa-nulth First Nation.
- 3.2.2 The Province will, in writing delivered to each Maa-nulth First Nation within 20 Business Days of the Commencement Date and from time to time, appoint its representatives, one of whom must be identified as the Provincial Co-Chair, from the relevant Ministries to act on behalf of and represent the Province on the Management Working Group in accordance with this Agreement.
- 3.2.3 Each Maa-nulth First Nation will, by Executive resolution in writing delivered to the Province and every other Maa-nulth First Nation within 20 Business Days of the Commencement Date and from time to time, appoint one Maa-nulth Senior Administrative Representative and alternate to act on behalf of and represent that Maa-nulth First Nation on the Management Working Group in accordance with this Agreement.
- 3.2.4 The Maa-nulth First Nations co-chairperson is the Maa-nulth Senior Administrative Representative representing a different Maa-nulth First Nation every two calendar years

commencing with Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations and continuing in alphabetical order for each two year period thereafter until every Maa-nulth First Nation has had a Maa-nulth Senior Administrative Representative representing it serve in the position, after which time the sequence for service will repeat and continue so that each Maa-nulth First Nation has a Maa-nulth Senior Administrative Representative representing it serve as the Maa-nulth Co-chair at least once every 10 years.

- 3.2.5 Unless otherwise indicated, the Provincial Co-Chair and the Maa-nulth Co-Chair serve as the primary contact and spokesperson as between the Province and the Maa-nulth First Nations, respectively, for purposes of this Agreement.
- 3.2.6 The representatives of the Parties appointed to the Management Working Group in accordance with sections 3.2.2 and 3.2.3 will be responsible for overseeing implementation of this Agreement including:
- (a) confirming final agendas and other materials for the Annual Meeting;
 - (b) attending each Annual Meeting;
 - (c) fulfilling the Annual Meeting requirements of Part 3.5;
 - (d) approving Minor Amendments;
 - (e) attempting to resolve Disputes in accordance with Part 8; and
 - (f) fulfilling the responsibilities identified for the Management Working Group in Appendix 4.

3.3 TECHNICAL ADVISORY GROUP

- 3.3.1 The Parties hereby establish the Technical Advisory Group comprised of representatives from the relevant natural resource Ministries of the Province and relevant Maa-nulth First Nations lands and resources administrative divisions.
- 3.3.2 Each Party will, in writing delivered to each other Party within 20 Business Days of the Commencement Date and from time to time:
- (a) appoint up to three representatives to act on behalf of that Party and represent that Party on the Technical Advisory Group in accordance with this Agreement; and
 - (b) if more than one representative is appointed, indicate by name the representative who is the lead representative for that Party.
- 3.3.3 At the first meeting of the Technical Advisory Group and thereafter in every second calendar year, those representatives in attendance will appoint from amongst themselves a chairperson to chair meetings of the Technical Advisory Group and coordinate and oversee the activities of the Technical Advisory Group during that calendar year in accordance with this Agreement.

- 3.3.4 Without creating a binding obligation, the Parties acknowledge their intent that a representative of a different Party serve as chairperson in each two calendar year period until every Party has had a representative serve in that capacity, after which time the rotation for appointment will repeat and continue so that each Party has a representative serve as chairperson at least once every twelve years.
- 3.3.5 The Party whose representative is appointed chairperson in accordance with section 3.3.3 will, for that two calendar year period, provide the administrative support that is necessary or desirable for the operations of the Technical Advisory Group including administrative support for the scheduling of meetings of the Technical Advisory Group, reporting on decisions made at those meetings and communications.
- 3.3.6 The Technical Advisory Group will meet as provided for in its terms of reference and will be responsible for:
- (a) reviewing and discussing the Monitoring and Assessment Framework;
 - (b) discussing other relevant readily available information that the Parties may agree to share;
 - (c) making recommendations to the Management Working Group for Minor Amendments and other operational tools associated with this Agreement, if needed;
 - (d) discussing the design and form of the Annual Monitoring and Assessment Report; and
 - (e) preparing draft agendas and other materials for the Annual Meeting.

3.4 WORKING GROUP OPERATIONS

- 3.4.1 Subject to the terms of this Agreement, the Management Working Group and the Technical Advisory Group may each develop terms of reference to guide their operations and support implementation of this Agreement.
- 3.4.2 To be eligible to be appointed and continue as a representative of a Party to the Management Working Group or the Technical Advisory Group, an individual must, in the case of a representative for the Province, hold a position within an applicable Ministry or, in the case of a representative for a Maa-nulth First Nation, be a Maa-nulth Senior Administrative Representative or hold a position within the relevant Maa-nulth First Nation lands and resources administrative division.
- 3.4.3 The appointment of a representative to the Management Working Group or the Technical Advisory Group is at the pleasure of the appointing Party or as otherwise provided for in this Agreement.
- 3.4.4 An individual is removed as a representative of a Party to the Management Working Group or the Technical Advisory Group upon:

- (a) no longer being eligible to be appointed as a representative of a Party; or
 - (b) receipt by each of the other Parties of a notice in writing sent by the appointing Party confirming the removal or replacement of the individual as a representative.
- 3.4.5 If an individual is removed as a representative of a Party to the Management Working Group or the Technical Advisory Group, the appointing Party must appoint a replacement representative in accordance with this Appendix 3-A without delay.
- 3.4.6 The quorum for the Management Working Group and the Technical Advisory Group is at least two representatives from the Province and one representative from at least four of the Maa-nulth First Nations present.
- 3.4.7 If necessary or desirable, a Party may have a technician or other advisor attend meetings of the Management Working Group or the Technical Advisory Group if accompanied by its representative.
- 3.4.8 Any meeting of the Management Working Group or the Technical Advisory Group may be held, or any representatives or eligible participants may participate, by conference call or similar communication equipment or device so long as all the representatives and eligible participants can hear and respond to one another and all such representatives and eligible participants are deemed to be present in person at the stated location of such meeting and, in accordance with this Agreement, each representative is entitled to vote by voice and be recorded as having voted.
- 3.4.9 Despite section 3.4.8, the Parties will endeavour to hold each Annual Meeting in person to the extent that is reasonably practicable.
- 3.4.10 The Co-Chairpersons or the chairperson of the Technical Advisory Group, as applicable, will provide notice of the time, date and place of each regular meeting of the Management Working Group or the Technical Advisory Group, respectively, to each representative at least 10 Business Days in advance of a meeting and the notice will include an agenda of the business to be discussed at the meeting.
- 3.4.11 The representatives on the Management Working Group and the Technical Advisory Group must make reasonable efforts to conduct meetings and their business by consensus, however, if no consensus is reached, a representative may call for a recorded vote on a matter, to be carried out in accordance with sections 3.4.12 and 3.4.13.
- 3.4.12 Each Party has one vote on any matter to be decided and a vote on a matter is considered approved if voted in favour on by the Province and at least four Maa-nulth First Nations.
- 3.4.13 If a vote on a matter is required, each Party may exercise their right to vote as follows:
 - (a) in the case of the Management Working Group:
 - (i) for the Province, its vote is cast by the Provincial Co-Chair appointed in accordance with section 3.2.2; and

- (ii) for each Maa-nulth First Nation, its vote is cast by its representative appointed in accordance with section 3.2.3; or
- (b) in the case of the Technical Advisory Group:
 - (i) for the Province, its vote will be cast by the individual identified as the lead representative for the Province in accordance with section 3.3.2, or another representative of the Province appointed in accordance with section 3.3.2 and identified in writing by that lead representative if that lead representative is not in attendance at the meeting during which the vote is held; and
 - (ii) for each Maa-nulth First Nation, its vote will be cast by the individual identified as the lead representative for that Maa-nulth First Nation in accordance with section 3.3.2, or another representative of that Maa-nulth First Nation appointed in accordance with section 3.3.2 and identified in writing by that lead representative if that lead representative is not in attendance at the meeting during which the vote is held.

3.5 ANNUAL MEETING

3.5.1 The Management Working Group will attend each Annual Meeting to:

- (a) review and discuss any strategic issues or concerns arising from the Annual Report of Authorized Uses and Dispositions;
- (b) review and discuss any strategic issues or concerns arising from the Annual Monitoring and Assessment Report;
- (c) review and discuss any strategic issues or concerns arising from engagement undertaken within Important Harvest Areas during the previous year;
- (d) seek agreement on any actions to be taken by a Party to address the strategic issues or concerns raised under subsections (a) to (c);
- (e) review progress on the actions agreed to under subsection (d) from the previous year's Annual Meeting;
- (f) discuss any information a Maa-nulth First Nation may share with the Province in order to support informed decision making by Provincial Decision-Makers;
- (g) evaluate and consider any amendments or process improvements proposed by the Parties;
- (h) evaluate and consider any recommendations from the Technical Advisory Group made under section 3.3.6(c);

- (i) seek agreement on any additional data collection to support the Monitoring and Assessment Framework;
 - (j) identify new Important Harvest Areas in accordance with Part 3.7 of Appendix 3-B; and
 - (k) discuss a summary of information exchange initiatives or training undertaken during the last calendar year and prioritize any future opportunities for information exchange initiatives or training as contemplated in section 1.2.3 of Appendix 1.
- 3.5.2 The initial Annual Meeting will be scheduled as soon as practicable after the Commencement Date and will not require a discussion of the topics identified in sections 3.5.1(a) to 3.5.1(e).
- 3.5.3 Unless otherwise agreed to by the Management Working Group, Annual Meetings will be held once each calendar year, and within 15 months of the previous Annual Meeting, on a date agreed to by the Management Working Group.
- 3.5.4 At least 45 Business Days before the Annual Meeting, the Provincial Co-Chair and the Maa-nulth Co-Chair will together confirm to the other representatives of the Parties to the Management Working Group the timing and location of the Annual Meeting.
- 3.5.5 At least 20 Business Days before the Annual Meeting, the Province will provide the Annual Monitoring and Assessment Report and the Annual Report of Authorized Uses and Dispositions to each of the Maa-nulth First Nations in accordance with section 17.2 or by such other means as the Co-Chairpersons may agree.
- 3.5.6 The Annual Meeting will be co-chaired by the Provincial Co-Chair and the Maa-nulth Co-Chair, unless the Management Working Group agrees otherwise.
- 3.5.7 As soon as practicable after the Annual Meeting, the Co-Chairpersons will prepare an information sharing package which will include:
- (a) the Annual Monitoring and Assessment Report;
 - (b) the Annual Report of Authorized Uses and Dispositions;
 - (c) a summary of the concerns or issues identified by a Maa-nulth First Nation relating to the Annual Report of Authorized Uses and Dispositions, the Annual Monitoring and Assessment Report and engagement undertaken within Important Harvest Areas during the previous year;
 - (d) a map with all Important Harvest Areas identified and individual maps that identify each Important Harvest Area; and
 - (e) such other information as the Management Working Group may agree to.

- 3.5.8 As soon as practicable after the Annual Meeting, the Co-Chairpersons will prepare a written record of actions and decisions agreed to by the Management Working Group at the Annual Meeting.
- 3.5.9 The Co-Chairpersons will provide the Annual Information Sharing Package and the written record of actions and decisions agreed to by the Management Working Group under section 3.5.8 to the Parties by the means agreed to by the Co-Chairpersons.
- 3.5.10 The Province will ensure that relevant Provincial Decision-Makers have access to the Annual Information Sharing Package to support informed decision making for authorized uses and Dispositions of Crown Land.

APPENDIX 3 - B: ENGAGEMENT IN IMPORTANT HARVEST AREAS

3.6 OBJECTIVE

- 3.6.1 The objectives of the Parties in establishing the engagement processes described in this Appendix 3-B are to outline the steps for the Parties to engage with each other in respect of Applications for a Significant Use or Disposition in an Important Harvest Area.

3.7 IDENTIFICATION OF IMPORTANT HARVEST AREAS

- 3.7.1 The Maa-nulth First Nations may propose to establish an Important Harvest Area or amend the boundaries of an Important Harvest Area at an Annual Meeting.
- 3.7.2 If the Maa-nulth First Nations propose to establish or amend the boundaries of an Important Harvest Area, they will provide the Provincial Co-Chair with the following information at least 20 Business Days in advance of the applicable Annual Meeting:
- (a) a description of the geographic location and size (in hectares) of the Important Harvest Area;
 - (b) an overview map of the Maa-nulth Harvest Areas with each Important Harvest Area identified for illustrative purposes;
 - (c) an individual map of the Important Harvest Area at a scale which reasonably identifies the Important Harvest Area;
 - (d) a digital, spatially referenced file depicting all the Important Harvest Areas; and
 - (e) a supporting rationale outlining the significance of the Important Harvest Area to the Maa-nulth First Nations with respect to the Maa-nulth First Nation Harvesting Rights.
- 3.7.3 The total amount of area to be included within Important Harvest Areas will not exceed 40,000 hectares and will be located wholly within the Maa-nulth Harvest Areas.
- 3.7.4 If the Maa-nulth First Nations propose an Important Harvest Area or an amendment to an Important Harvest Area in accordance with sections 3.7.2 and 3.7.3, the Management Working Group representatives in attendance at the Annual Meeting will initial the individual map of the Important Harvest Area and the overview map for illustrative purposes and 60 Business Days after that Annual Meeting the areas identified as an Important Harvest Area on the individual map become Important Harvest Areas for the purposes of this Agreement.
- 3.7.5 For certainty, the engagement process outlined in Part 3.8 of this Appendix 3-B only applies to Applications received by the Province 60 Business Days after the Annual Meeting at which the applicable map of the Important Harvest Area has been initialed by the Management Working Group in accordance with section 3.7.4.

- 3.7.6 For certainty, once established in accordance with sections 3.7.2 to 3.7.4, an Important Harvest Area remains an Important Harvest Area for the purposes of this Agreement unless amended at an Annual Meeting in accordance with those sections.

3.8 ENGAGEMENT WITHIN IMPORTANT HARVEST AREAS

General

- 3.8.1 Subject to sections 3.8.2 and 3.8.3, engagement between the Parties on an Application within an Important Harvest Area will occur in accordance with this Part 3.8 and a Provincial Decision-Maker will not make a decision on an Application prior to the applicable processes outlined in this Part 3.8 having been completed.
- 3.8.2 Nothing in this Agreement affects the ability of either Party to respond to an emergency situation.
- 3.8.3 In order to avoid duplicate engagement efforts being undertaken for an Application, the engagement process outlined in this Part 3.8 does not apply if the Application is in relation to a Provincial Project for which 22.3.0 of Chapter 22 Environmental Assessment and Environmental Protection of the Final Agreement has been applied.
- 3.8.4 In order to avoid duplicate engagement efforts being undertaken for an Application, the Parties will, to the extent reasonably practicable, complete the engagement process outlined in this Part 3.8 in conjunction with any related engagement process under the Final Agreement associated with that Application.
- 3.8.5 The Province may include in an Engagement Package material relating to multiple Applications and, in that circumstance, the engagement processes outlined in this Part 3.8 will be undertaken regarding all the Applications included in that Engagement Package to the greatest extent possible.
- 3.8.6 For certainty, the procedural aspects of engagement undertaken by an Applicant to assist the Province with its engagement with the Maa-nulth First Nations regarding an Application under sections 3.8.21 to 3.8.30 does not release the Province from its engagement obligations or any other obligations set out in this Agreement.

Engagement Process

- 3.8.7 Subject to section 3.8.31, the Province, or an Applicant to whom the Province has delegated procedural aspects of engagement under this Part 3.8 in accordance with section 3.8.22, will initiate engagement with the Maa-nulth First Nations under this Part 3.8 by delivering an Engagement Package to the Maa-nulth Co-Chair and, for certainty, delivery of an Engagement Package may be made in accordance with sections 17.3 and 17.4.
- 3.8.8 The Engagement Package will, subject to section 13.2, include:

- (a) the Application and all required supporting information and material submitted by the Applicant;
- (b) the identity and contact information of the Applicant;
- (c) a description of the approximate geographic location of the proposed Significant Use or Disposition;
- (d) a reference to the type of Significant Use or Disposition and relevant Provincial Law under which the decision by the Provincial Decision-Maker will be made;
- (e) a plain language description of the proposed activities under the Significant Use or Disposition; and
- (f) the identity and contact information, including an electronic mail address, for the applicable Provincial Contact.

3.8.9 The Maa-nulth First Nations may request additional readily available information regarding the Application from the Applicant or the Provincial Contact that may be necessary or desirable in order to prepare their views with respect to the potential for the Application to deny the Maa-nulth First Nations a reasonable opportunity to exercise their Maa-nulth First Nation Harvesting Rights.

3.8.10 Any request the Maa-nulth First Nations may make under section 3.8.9 will be made as soon as practicable after receiving an Engagement Package.

3.8.11 If a request is made by the Maa-nulth First Nations under section 3.8.9 to the Provincial Contact, the Provincial Contact will, subject to section 3.8.12, as soon as practicable thereafter but, in any event, no later than 10 Business Days thereafter, provide the Maa-nulth First Nations with:

- (a) the readily available information requested with respect to the Application; or
- (b) an explanation why the readily available information cannot be provided within the 10 Business Days contemplated in this section and the date the Province will provide the readily available information to the Maa-nulth First Nations.

3.8.12 If the Province determines that a request for information by the Maa-nulth First Nations is not made in accordance with section 3.8.9 or the Province does not provide the information requested in accordance with section 13.2, the Provincial Contact will, as soon as practicable thereafter but, in any event, no later than 10 Business Days from the date of the request, provide the Maa-nulth First Nations with an explanation as to why the requested information will not be provided.

3.8.13 The Maa-nulth First Nations will, acting jointly through the Maa-nulth Co-Chair, provide a single response to the applicable Provincial Contact within the later of:

- (a) 25 Business Days after receiving an Engagement Package under section 3.8.7; or

- (b) if a request is made by the Maa-nulth First Nations under section 3.8.9, 10 Business Days after:
 - (i) receiving the readily available information requested; or
 - (ii) an explanation from the Provincial Contact under section 3.8.12 explaining why the requested information will not be provided.
- 3.8.14 The Maa-nulth First Nations will include in their response under section 3.8.13 a statement or other information regarding:
- (a) whether any Maa-nulth First Nation has any concerns regarding how the Application may impact its reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with its Maa-nulth First Nation Harvesting Right and, if so, the nature of those concerns; and
 - (b) if applicable, a recommendation on how to minimize or avoid the potential impact of the Application on any Maa-nulth First Nation's reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with its Maa-nulth First Nation Harvesting Right.
- 3.8.15 If, after receiving an Engagement Package under section 3.8.7, the Maa-nulth Co-Chair provides notice to the Provincial Contact advising that the Maa-nulth First Nations have no concern regarding the potential for the Application to deny a Maa-nulth First Nation the reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Rights, then the engagement process required in this Part 3.8 is deemed to have been completed and no further engagement with the Maa-nulth First Nations is required in relation to that Application.
- 3.8.16 If the Maa-nulth Co-Chair indicates to the Provincial Contact that the Maa-nulth First Nations cannot provide a response within the timeframe set out in section 3.8.13, the Maa-nulth Co-Chair and the Provincial Contact may agree to an extended response timeframe which is consistent with the administrative timeframes of the Provincial Decision-Maker, up to a maximum of an additional 20 Business Days.
- 3.8.17 If the Provincial Contact does not receive a response from the Maa-nulth Co-Chair within the timeframe set out in section 3.8.13 or within the extended response timeframe agreed to in accordance with section 3.8.16, the Provincial Decision-Maker may make a decision on the Application without further notice to, or engagement with, the Maa-nulth First Nations.
- 3.8.18 The information considered by a Provincial Decision-Maker in relation to an Application will include information provided:
- (a) by the Maa-nulth First Nations in accordance with sections 3.8.13 and 3.8.14;

- (b) by the Applicant as a result of any delegation of the procedural aspects of engagement undertaken by an Applicant under section 3.8.22, if any; and
- (c) the Annual Information Sharing Package.

3.8.19 The Provincial Decision-Maker or the Provincial Contact will, within 20 Business Days of a decision being made on an Application, or as otherwise agreed to by the Co-Chairpersons, notify the Maa-nulth Co-Chair of the outcome of the decision on the Application.

3.8.20 The Provincial Decision-Maker or the Provincial Contact may also notify the Maa-nulth Co-Chair of how the information provided by the Maa-nulth First Nations was taken into consideration in the making of the decision on the Application.

Role of Applicant – Delegation of Procedural Aspects of Engagement

3.8.21 The Province may encourage an Applicant to contact the Maa-nulth First Nations to share information directly with them regarding an Application.

3.8.22 The Province may, subject to section 3.8.24, request an Applicant to undertake procedural aspects of engagement with the Maa-nulth First Nations regarding an Application.

3.8.23 Engagement by an Applicant contemplated in section 3.8.22 may include:

- (a) information sharing between the Applicant and the Maa-nulth First Nations undertaken prior to the Application being submitted to the Province; or
- (b) the delegation of specific engagement obligations under this Part 3.8 after an Application has been submitted to the Province.

3.8.24 The Province will notify the Maa-nulth Co-Chair of any request that it makes to an Applicant to undertake procedural aspects of engagement in accordance with section 3.8.22.

3.8.25 If notice is provided to the Maa-nulth Co-Chair under section 3.8.24, the Maa-nulth First Nations will:

- (a) engage and share information with the Applicant; and
- (b) provide a response to the Applicant in accordance with sections 3.8.13 and 3.8.14;

in a manner that is consistent with this Agreement and to the extent procedural aspects of engagement have been delegated by the Province to the Applicant in accordance with this Part 3.8.

- 3.8.26 If procedural aspects of engagement have been undertaken by an Applicant under this Part 3.8, the Province will request that the Applicant prepare and provide the Province with a record of the resulting engagement.
- 3.8.27 The Provincial Contact will provide the Maa-nulth Co-Chair with the record of engagement contemplated in section 3.8.26.
- 3.8.28 If the Maa-nulth First Nations have a concern regarding the accuracy and completeness of the record of engagement provided under section 3.8.27, the Maa-nulth Co-Chair will notify the Provincial Contact of those concerns within five Business Days of receiving the record of engagement.
- 3.8.29 If the Provincial Contact does not receive a response from the Maa-nulth Co-Chair within the time frame set out in section 3.8.28, the Maa-nulth First Nations are deemed not to have any concerns with the accuracy and completeness of the record of engagement and the Provincial Decision-Maker may make a decision on the Application without further notice to the Maa-nulth First Nations.
- 3.8.30 If procedural aspects of engagement have been undertaken by an Applicant under this Part 3.8, any resulting information or record of engagement may be relied upon by the Province in fulfilling its obligations under the engagement process required under this Part 3.8.
- 3.8.31 If prior to making an Application to the Province an Applicant has undertaken engagement with the Maa-nulth First Nations and as part of an Application provides the Province with a letter from the Maa-nulth First Nations which includes:
- (a) the name of the Applicant;
 - (b) a summary of the Significant Use or Disposition applied for by the Applicant;
 - (c) the location and size of the area applied for by the Applicant for that Significant Use or Disposition;
 - (d) a description of the activities to be carried out under that Significant Use or Disposition;
 - (e) a statement by the Maa-nulth First Nations that they have no concern regarding the potential for the Application to deny a Maa-nulth First Nation the reasonable opportunity to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Rights;
 - (f) the original signature of each head of government of each Maa-nulth First Nation;
- and

if the information required under subsections (a) through (d) in that letter substantially corresponds with the Application, the Province and the Provincial Decision-Maker may

accept and rely on that letter and make a decision on the Application without further notice to, or engagement with, the Maa-nulth First Nations under this Part 3.8.

- 3.8.32 If the Province or Provincial Decision-Maker is of the view that a letter provided by an Applicant under section 3.8.31 does not meet the requirements of that section, the Provincial Contact will notify the Maa-nulth Co-Chair to request confirmation that the Maa-nulth First Nations have no concerns with the Application.
- 3.8.33 If, within five Business Days of receiving a request for confirmation in accordance with section 3.8.32, the Maa-nulth Co-Chair confirms that the Maa-nulth First Nations have no concerns regarding the Application, then the engagement process required in this Part 3.8 is deemed to have been completed and no further engagement with the Maa-nulth First Nations is required in relation to that Application.
- 3.8.34 If the Provincial Contact does not receive a response from the Maa-nulth Co-Chair within five Business Days of having sent a request for confirmation in accordance with section 3.8.32, that letter provided under section 3.8.31 will be accepted and may be relied upon by the Province and the Provincial Decision-Maker may make a decision on the Application without further notice to, or engagement, with the Maa-nulth First Nations.
- 3.8.35 If, within five Business Days of receiving a request for confirmation in accordance with section 3.8.32, the Maa-nulth Co-Chair advises that the Maa-nulth First Nations do have concerns regarding the Application, then that letter provided under section 3.8.31 will not be accepted or relied upon by the Province and engagement by the Province with the Maa-nulth First Nations on the Application will occur in accordance with sections 3.8.7 to section 3.8.30.

3.9 SIGNIFICANT USES AND DISPOSITIONS

- 3.9.1 In order to support the objectives of this Agreement, the Parties agree that Table 4 of this Appendix 3-B is a complete list of every Significant Use or Disposition for the purposes of engagement under this Appendix 3-B.
- 3.9.2 For certainty, the Parties do not consider any Provincial Law or authorized use and Disposition of Crown Land not included in Table 4 of this Appendix 3-B to be a Significant Use or Disposition for the purposes of this Agreement and no engagement is required under this Appendix 3-B for those Provincial Laws or authorized uses or Dispositions not included in Table 4.

Table 4 - Significant Use or Disposition List

Provincial Law	Significant Uses or Dispositions
Coal Act	<ul style="list-style-type: none">▪ New Coal Licences (Section 12)▪ New Coal Leases (Section 18) including conversion from Coal Licence
Dike Maintenance Act	<ul style="list-style-type: none">▪ New Dikes

Provincial Law	Significant Uses or Dispositions
Environmental Management Act	<ul style="list-style-type: none"> ▪ Major dike repairs and reconstruction ▪ New Solid Waste Management Plans & subsequent Operating Certificates ▪ New Liquid Waste Management Plans & subsequent Operating Certificates ▪ New Hazardous Waste facility approval on Crown Land ▪ Municipal Waste Water Regulation – acceptance of registration ▪ New Permits for: <ul style="list-style-type: none"> ○ Effluent (sewage & other waste discharges) – Large⁴ ○ Refuse (garbage, solid waste) – Large⁴ ○ Air (all) ▪ Significant⁵ Permit Amendments ▪ New Approvals (Section 15) for: <ul style="list-style-type: none"> ○ Landfill discharges – Large⁴ ▪ Variance Orders (Section 19)
Fisheries Act	<ul style="list-style-type: none"> ▪ Marine plant harvesting licences (Section 24 – kelp or other aquatic plants) for: <ul style="list-style-type: none"> ○ New licences (one year or seasonal term) ○ Licence reissuance (with change of location, species and/or quota) ▪ New Marine plant aquaculture licences
Forest Act, Forest and Range Practices Act & Resort Timber Administration Act	<ul style="list-style-type: none"> ▪ The issuance of a new permit, licence, agreement or plan for: <ul style="list-style-type: none"> ○ Forest Stewardship Plans ○ Woodlot Licence Plans ○ Special Use Permits except in areas previously logged or impacted by human activity within the last 20 years ○ Community Forest Agreement ○ Woodlot Licence ○ Tree Farm Licence ○ First Nation Woodland Licence ○ Community Salvage Licence

⁴ Large effluent discharges would be any discharge greater than 50m³/d. Large refuse discharges would be any discharge greater than 500m³/yr or with a total landfill design capacity of greater than 5000m³ (capacity over its complete life).

⁵ As defined in Section 1 of the Environmental Management Act - Public Notification Regulation

Provincial Law	Significant Uses or Dispositions
	<ul style="list-style-type: none"> ○ Timber Sales Licence, except where the Province reasonably determines that engagement on that proposed use has already occurred in connection with a Forest Stewardship Plan approved in accordance with Part 3.8 ○ Cutting Permit and Road Permit, except where the Province reasonably determines that engagement on that proposed use has already occurred in connection with a Forest Stewardship Plan or Woodlot Licence Plan approved in accordance with Part 3.8 ○ Forest Licence (replaceable or non-replaceable forest licences) ○ Forestry Licence to Cut, except: <ul style="list-style-type: none"> • where the Province reasonably determines that engagement on that proposed use has already occurred in connection with a Forest Stewardship Plan approved in accordance with Part 3.8 • small scale salvage • removal of decked timber as a result of previous timber harvesting • harvesting less than 50m³ of standing timber ○ Range development approvals ○ Range Use Plans or Range Stewardship Plans ▪ A boundary amendment of a licence or agreement listed above, except where the original licence or agreement boundary already included an Important Harvest Area and no additional Important Harvest Area is included by that boundary amendment ▪ Establishment (section 56), authorization (section 57) or expansion (section 56) of a recreation site or trail
Geothermal Resources Act	<ul style="list-style-type: none"> ▪ New Geothermal Permits ▪ New Geothermal Leases
Industrial Development Act	<ul style="list-style-type: none"> ▪ Dispositions of Crown Land (Section 1)
Integrated Pest Management Act	<ul style="list-style-type: none"> ▪ Forest Pest Management use of pesticides to management of vegetation to benefit seedling growth, or managing insect outbreaks (5 year plans) ▪ Vegetation Management on Right-of Ways and Industrial sites (including railways) that can be accessed without authorization-pesticide use for general selective vegetation management ▪ Mosquito Management – pesticide use to manage mosquito larva in natural bodies of water and to manage adult mosquitoes
Land Act & Ministry of Lands, Parks and Housing Act	<ul style="list-style-type: none"> ▪ Investigative Licences with new structures (Waterpower, Wind Power and Ocean Energy) ▪ New Licences of Occupation (Aquaculture, All Seasons Resorts,

Provincial Law	Significant Uses or Dispositions
	<p>Intensive Commercial Recreation with structures, General Commercial, General Industry, General Area, Quarry, Mining, Public and Private Utilities greater than 1 kilometre in length, Oil and Gas, Log Handling, Airports, Roadways greater than 1 kilometre in length, Waterpower, Wind Power and Ocean Energy)</p> <ul style="list-style-type: none"> ▪ New Leases⁶ (Airports, Aquaculture, Intensive Commercial Recreation with structures, General Industrial, Intensive and Extensive Agriculture, Grazing, Quarry, Mining, Oil and Gas, Log Handling, Airports, Roadways greater than 1 kilometre in length, Waterpower, Wind Power, Ocean Energy, General Commercial, All Seasons Resorts, Community/Institutional Uses, Communication Sites, Residential Land, Private Moorage) ▪ New Statutory Rights of Way⁶ ▪ Crown grants (including Sponsored Crown Grants) and transfers of Crown fee simple land ▪ New All Season Resorts Master Development Agreements ▪ New All Season Resorts Operating Agreements ▪ New Head Leases ▪ Order-in Council Reserve (Section 15) ▪ Order-in-Council Transfer of Administration and Control - Government of Canada (Section 31)
Mineral Tenure Act	<ul style="list-style-type: none"> ▪ Conversion of Mineral Claim to Mining Lease ▪ Conversion of Placer Claim to Placer Lease ▪ Conversion of a Placer Claim or Lease issued under former acts
Mines Act	<ul style="list-style-type: none"> ▪ Notice of Work (New Permits) for: <ul style="list-style-type: none"> ○ Mineral Exploration or Coal Exploration with mechanical disturbance (i.e. drilling, trenching, bulk sample) ○ Placer Exploration (Producing mine would require Placer Lease) ○ Mineral and Coal producing Mines that have not undergone an EA process ○ Quarry: <ul style="list-style-type: none"> • Industrial Mineral (requires Mineral Tenure: Claim or Lease, or Land Act tenure if prior to 1984) • Aggregate (requires Land Tenure: Title, Licence of Occupation, Lease) ○ Sand and Gravel (requires Land Tenure: Title, Licence of Occupation, Lease)

⁶ No previous General Area Licence Of Occupation (GALOO)

Provincial Law	Significant Uses or Dispositions
	<ul style="list-style-type: none"> ▪ Notice of Work major permit amendments (not administrative in nature)
Oil and Gas Activities Act	<ul style="list-style-type: none"> ▪ New Permits for: <ul style="list-style-type: none"> ○ Exploration and drilling for petroleum, natural gas or both ○ Pipelines and facilities ○ Oil and gas roads ▪ New Authorizations, except for: <ul style="list-style-type: none"> ○ improved health or safety, or overall benefit to environment (reclamation) ○ a subsequent well on an existing well pad in which no new land is required ○ additional pipeline within an existing right of way in which no new land is required
Petroleum and Natural Gas Act	<ul style="list-style-type: none"> ▪ New Permits (exploration) ▪ New Drilling Licences (conveying the exclusive right for permission to drill oil and gas wells in a defined area) ▪ New Leases (allowing production, in addition to providing exclusive drilling rights)
Railway Act	<ul style="list-style-type: none"> ▪ Dispositions of Crown Land (Section 32)
Range Act	<ul style="list-style-type: none"> ▪ New Licences (Grazing, Hay-cutting) ▪ New Permits (Grazing, Hay-cutting)
Transportation Act	<ul style="list-style-type: none"> ▪ Administrative land transfers, acquisitions, dispositions for: <ul style="list-style-type: none"> ○ Dedicating Public Crown Lands for infrastructure development (includes highways expansion, widening, straightening, or expansion of infrastructure) ○ Disposition of Lands (including surplus Rights of Way) ▪ Highway Development and Upgrading, and Environmental Management for: <ul style="list-style-type: none"> ○ New bridge construction ○ New road construction
Water Act	<ul style="list-style-type: none"> ▪ New Water Licences ▪ Approvals for changes in and about a stream (Section 9) ▪ Approvals (Section 8)
Wildlife Act	<ul style="list-style-type: none"> ▪ Trapline permits – issuance of new permits in areas that are not already covered by a trapline permit, or as a result of vacancy or abandonment ▪ Guide Outfitting Certificates – issuance of new certificates in areas that are not already included within a Guide Outfitting Certificate, or as a result of vacancy or abandonment

APPENDIX 4 - PREVENTION AND REMEDIATION

Extra-Ordinary Management Working Group Meeting

- 4.1.1 If the Maa-nulth First Nations have a concern that a specific authorized use or Disposition of Crown Land, or a series of specific authorized uses or Dispositions of Crown Land, outside of any Important Harvest Area is likely to result in the denial of the reasonable opportunity to exercise a Maa-nulth First Nation's right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Rights, the Maa-nulth First Nations, through the Maa-nulth Co-Chair, may, once in a calendar year, give notice to the Provincial Co-Chair to hold a special meeting of the Management Working Group, which may include the relevant Provincial Decision-Maker, to discuss the potential denial and potential remediation measures that the Maa-nulth First Nations propose the Province should undertake to mitigate that concern.
- 4.1.2 If a notice is given in accordance with section 4.1.1 and:
- (a) no other Management Working Group meeting has been held in that calendar year as a result of a notice given in accordance with section 4.1.1; and
 - (b) the next Annual Meeting is at least 60 Business Days away;
- the Management Working Group will meet within 15 Business Days of the notice given in accordance with section 4.1.1 to allow the Maa-nulth First Nations to discuss their concern with the Province.
- 4.1.3 A notice delivered under section 4.1.1 will include the following information:
- (a) particulars of the potential denial of the reasonable opportunity to exercise the right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Right;
 - (b) the specific Maa-nulth First Nation Harvesting Right for which that assertion is made; and
 - (c) which authorized use or Disposition of Crown Land, or series of specific authorized uses or Dispositions of Crown Land, outside of any Important Harvest Area have resulted in the potential denial of the reasonable opportunity to exercise their right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Right, if known.
- 4.1.4 The Maa-nulth First Nations acknowledge that the ability of the Province to overturn or vary the decision of a Provincial Decision-Maker or undertake any remediation measures to mitigate the concerns identified in a notice provided in accordance with section 4.1.1 may be limited or not possible under Provincial Law.

- 4.1.5 For certainty but subject to the Final Agreement, a meeting of the Management Working Group held under section 4.1.2 creates no obligation on the Province to carry out any remediation measures or to take any action to mitigate a concern of the Maa-nulth First Nations.

Formal Collaborative Negotiations

- 4.1.6 If the Maa-nulth First Nations have a concern that any specific authorized use or Disposition of Crown Land, or a series of specific authorized uses or Dispositions of Crown Land, have resulted in the denial of the reasonable opportunity to exercise their right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Rights, the Maa-nulth First Nations will give notice to the Province of their concern in accordance with Chapter 25 Dispute Resolution of the Final Agreement.
- 4.1.7 A notice delivered under 25.5.1 of Chapter 25 Dispute Resolution regarding an asserted denial of the reasonable opportunity to exercise their right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Rights will also include the following information:
- (a) particulars of the asserted denial of the reasonable opportunity to exercise their right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Right;
 - (b) the specific Maa-nulth First Nation Harvesting Right for which the denial is asserted; and
 - (c) which authorized use or Disposition of Crown Land, or types of authorized use or Disposition of Crown Land, have resulted in the asserted denial of the reasonable opportunity to exercise their right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Right, if known.
- 4.1.8 After giving notice under section 4.1.6, the Maa-nulth First Nations may give notice to the Management Working Group and request that a special meeting of the Management Working Group take place, which may include the relevant Provincial Decision-Maker, to discuss the asserted denial of the reasonable opportunity to exercise their right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds in accordance with their Maa-nulth First Nation Harvesting Right and potential remediation measures that the Maa-nulth First Nations propose the Province should undertake to mitigate the asserted denial.
- 4.1.9 If a notice is given in accordance with section 4.1.8, the Management Working Group will meet within 15 Business Days of that notice to allow the Maa-nulth First Nations and the Province to discuss the information provided under section 4.1.7 and the potential remediation measures that the Maa-nulth First Nations propose the Province should undertake to mitigate the asserted denial.

- 4.1.10 The Parties will document in writing any agreement that may be reached as a result of a meeting held in accordance with section 4.1.9.
- 4.1.11 The Parties agree that the information sharing, Management Working Group meeting and resolution of the matter, if any, outlined in section 4.1.7 through 4.1.10 of this Appendix 3-B is intended by the Parties to form part of and supplement the formal, unassisted efforts to reach agreement between or among the participating parties in the collaborative negotiations under Appendix Y-2 of the Final Agreement.