

**COLLABORATION AGREEMENT**  
(the "Agreement")

This Agreement is dated as of April 2, 2015

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Natural Gas Development and Deputy Premier of British Columbia, and Minister of Aboriginal Relations and Reconciliation

("B.C.")

**AND:**

**NADLEH WHUTEN, NAK'AZDLI, SAIK'UZ FIRST NATION, STELLAT'EN FIRST NATION, TAKLA LAKE FIRST NATION, TL'AZT'EN NATION, and TS'IL KAZ KOH FIRST NATION**, each on their own behalf and on behalf of their members

("CSFNs")

**AND:**

**CARRIER SEKANI TRIBAL COUNCIL**

("CSTC")

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

- A. **WHEREAS** the Parties signed the Natural Resources Protocol on March 31, 2014 in which they:
- (a) agreed to develop a new relationship to facilitate economic opportunities for CSFNs, shared decision-making, planning, as well as environmental and cultural stewardship in relation to natural resource development in the CSFNs' traditional territories ("**Territories**"); and
  - (b) expressed their shared vision to develop a government-to-government relationship based on respect, recognition, accommodation of Aboriginal title and rights, and reconciliation of Aboriginal and Crown titles and jurisdictions in the Territories, as well as the achievement of strong governments, social justice, and self-sufficiency for the CSFNs;
- B. **AND WHEREAS** negotiating government-to-government agreements in relation to natural gas pipelines in the Territories is a priority for B.C. and the CSFNs;

- C. **AND WHEREAS** the Parties recognize the need to adopt a collaborative approach to negotiating government-to-government agreements in relation to forestry, mining, water, and environmental stewardship in the Territories;
- D. **AND WHEREAS** this Agreement provides an opportunity for B.C. and the CSFNs to develop government-to-government agreements and processes that help empower the CSFN to engage in economic, social, cultural, and political development in their Territories;
- E. **AND WHEREAS** the Supreme Court of Canada stated in *Tsilhqot'in Nation v. British Columbia*, 2014 SCC 44, that Aboriginal title may be established by court declaration or agreement, and that once established, subject to certain inherent limits, Aboriginal title includes the right to decide how the land will be used, the right to exclusive use and occupation of the land, the right to possess the land, the right to the economic benefits of the land, and the right to pro-actively use and manage the land;
- F. **AND WHEREAS** the Parties will work together to reconcile Aboriginal and Crown titles and jurisdictions in the CSFNs' Territories;
- G. **AND WHEREAS** B.C. recognizes the serious concerns that have been expressed by CSFNs about the cumulative impacts in their Territories from past, current, and proposed natural resource development and the need to directly address those concerns on a priority basis;
- H. **AND WHEREAS** the BC First Nations Leadership Council and B.C. committed to a government-to-government relationship as set out in the New Relationship Document dated March 2005 and the BC First Nations Leadership Council, Canada, and B.C. entered into the Transformative Change Accord in November 2005 for the purposes of closing the social and economic gap between First Nations people and other British Columbians;
- I. **AND WHEREAS** the Parties wish to embrace this opportunity to work together in the spirit and intent of the New Relationship vision and Transformative Change Accord to jointly develop new ways to effect a just and enduring reconciliation for the Carrier Sekani peoples, and to lead the way forward with new and innovative approaches to Crown-First Nations reconciliation;

**NOW THEREFORE** in consideration of the promises and mutual covenants and agreements hereinafter set out, the Parties hereby agree with each other as follows:

## **SECTION 1 PURPOSE AND GOALS**

- 1.1 **Purpose.** The purpose of this Collaboration Agreement is to establish a framework to:
  - (a) facilitate ongoing reconciliation of Crown and Aboriginal titles and rights in the Territories;

- (b) negotiate government-to-government agreements in relation to natural resource development and environmental stewardship in the Territories;
- (c) create a new government-to-government relationship based on collaboration and agreement to achieve the following goals:
  - (i) restore, revitalize, and strengthen the CSFNs, their communities, and families to eliminate the gap in standards of living with other British Columbians through measures that result in CSFNs and their members benefiting economically from the use of the Territories;
  - (ii) establish sustainable economic activities and arrangements in the Territories that improve the well-being of the Carrier Sekani peoples as measured by improvements in health, education, children and families, income, and reducing suicide, violence, and substance abuse in the Territories, as well as other measures of well-being;
  - (iii) engage in collaborative management, and where possible restoration and protection of natural resources and ecosystems such that they continue to provide the resources that support traditional uses, including traditional foods and medicines for CSFN members, as well as contemporary economic development;
  - (iv) support CSFN self-determination by ensuring the CSFNs benefit economically from the use of, and collaboratively manage lands and resources in, the Territories;
  - (v) ensure that natural resource development is carried out in a sustainable manner to preserve healthy lands, resources, and ecosystems for current and future generations; and
  - (vi) identify measures to protect cultural, burial, and sacred sites by agreement.

## SECTION 2 PRINCIPLES

2.1 **Principles.** The Parties will be guided by the following principles when negotiating government-to-government agreements pursuant to this Agreement:

- (a) the lands, water, and ecosystems in the Territories have and continue to sustain the Carrier Sekani peoples, cultures, language, and histories;
- (b) non-Carrier Sekani peoples in British Columbia also rely on the lands, water, and ecosystems in the Territories;
- (c) the Carrier Sekani peoples have identified that they have important duties and sacred responsibilities to protect, manage, and enhance the lands, water, and other

natural resources in the Territories, as well as their Aboriginal title and rights, for future generations;

- (d) B.C. has identified that it has certain responsibilities to manage the lands, water, and other natural resources of the Province; and
- (e) collaborative government-to-government agreements can support:
  - (i) transparency in decision-making, financial management, engagement processes and information management;
  - (ii) accountability for the purposes and goals of this Agreement and for the use of the financial resources invested in the Parties' government-to-government relationships; and
  - (iii) efficient and effective use of scarce human and financial resources.

### SECTION 3 GOVERNMENT-TO-GOVERNMENT FRAMEWORK

- 3.1 **Reconciling Crown and Aboriginal Titles.** B.C. recognizes the existence of Carrier Sekani Aboriginal title and rights in the Territories.
- 3.2 **Work Plan.** Within 30 days of signing this Agreement, the Parties will develop a work plan that will set out a comprehensive framework to negotiate mechanisms that facilitate ongoing reconciliation of Carrier Sekani and B.C. titles, rights, interests, and goals in the Territories.
- 3.3 **Government-to-Government Agreements.** The Parties will negotiate government-to-government agreements in good faith in relation to forestry, mining, water, other natural resource development, and environmental stewardship in the Territories.
- 3.4 **Feasibility Study.** The Parties will carry out a feasibility study on carbon offset project opportunities in the Territories. If the feasibility study determines that potential opportunities exist, the Parties will negotiate an atmospheric benefit sharing agreement on the basis of those opportunities.
- 3.5 **Funding for Feasibility Study.** B.C. will pay for the costs of the feasibility study.
- 3.6 **Government-to-Government Agreement Topics.** Government-to-government agreements negotiated pursuant to this Agreement will be based on, and incorporate, the principles set out in section 2.1 and will include provisions that address:
  - (a) the recognition of the existence of Carrier Sekani Aboriginal title and rights in the Territories;

- (b) the application of collaborative decision-making processes based on the significance of potential impacts of the decisions and the Parties' capacities;
- (c) measures to assess, avoid, minimize, mitigate, and jointly manage impacts in relation to natural resource development in the Territories;
- (d) economic, revenue sharing, and/or other financial benefits; and
- (e) B.C. encouraging industry proponents to negotiate impact benefit agreements with CSFNs in relation to natural resource development in the Territories.

3.7 **Carbon and Environmental Stewardship Agreements.** The Parties agree that sections 3.6(c)-(e) may not apply to government-to-government agreements in relation to carbon and environmental stewardship.

#### SECTION 4 GOVERNMENT-TO-GOVERNMENT STRUCTURES

- 4.1 **Leadership Table.** Within thirty days of signing this Agreement, the Parties will establish a Leadership Table comprised of the CSFN Chiefs and relevant Ministers, as well as the Premier or Deputy Premier as appropriate.
- 4.2 **Leadership Table Meetings.** The Leadership Table will meet as required to set goals, monitor progress, oversee the implementation of this Agreement and the Environment and Socio-Cultural Initiatives Agreement, and provide direction to the various working groups established under those agreements.
- 4.3 **Collaboration Working Group.** Within thirty days of signing this Agreement, the Parties will establish a Collaboration Working Group comprised of senior officials from key ministries and designates from CSTC and the CSFNs to:
- (a) prepare a work plan to implement the Parties' respective obligations under this Agreement;
  - (b) implement government-to-government agreements between the Parties;
  - (c) plan for and oversee major projects being proposed in the Territories in the manner set out in section 5.3; and
  - (d) address any other issues that may arise during the implementation of government-to-government agreements.
- 4.4 **Meetings.** The Collaboration Working Group will hold regular meetings to implement the direction of the Leadership Table, and will address any urgent interim issues that may arise between meetings.
- 4.5 **Disputes.** The Collaboration Working Group may refer disputes to the Leadership Table for resolution as appropriate.

**SECTION 5**  
**COLLABORATIVE DECISION-MAKING**

- 5.1 **Decision-Making.** The Parties recognize their respective decision-making authorities and jurisdictions, and that each Party will make its own decisions based on its own laws, policies, responsibilities, and protocols.
- 5.2 **Collaborative Decision-Making Principles.** The purpose of collaborative decision-making is to increase the compatibility of the Parties' respective decision-making processes in accordance with the following principles:
- (a) seeking agreement or consistency between decisions can avoid conflict, lead to durable outcomes, and facilitate economic development in the Territories;
  - (b) collaborative processes should be designed based on the significance of potential impacts and the circumstances of the decisions, as well as the Parties' respective capacities;
  - (c) the Parties will avoid taking positions and will attempt to resolve issues in an interest-based manner; and
  - (d) major projects may require customized collaborative decision-making processes.
- 5.3 **Major Projects.** The Parties will use the following collaborative decision-making framework for major projects:
- (a) the Collaboration Working Group will oversee all major approvals for major projects in the Territories from the onset of project development;
  - (b) the Collaboration Working Group will seek to develop consensus recommendations in relation to the design and implementation of environmental assessments and regulatory review processes in relation to major approvals in the Territories;
  - (c) the Parties will seek consensus in relation to decisions on major approvals;
  - (d) the Parties will use dispute resolution mechanisms to assist them in resolving disagreements on decisions for major approvals before making their respective decisions; and
  - (e) if disagreements cannot be resolved through the dispute resolution mechanisms, each Party may exercise its authority to make decision(s).
- 5.4 **Subsequent Agreements.** In subsequent government-to-government agreements negotiated pursuant to this Agreement, the Parties will develop collaborative decision-making approaches, including seeking consensus, for specified major approvals.

5.5 **Environmental Assessment Office.** B.C., through the Environmental Assessment Office (“EAO”), will work with the CSFNs and CSTC to:

- (a) foster a more productive, collaborative approach between the EAO, CSFNs, and environmental assessment proponents throughout the environmental assessment process; and
- (b) enhance CSFNs’ participation prior to receipt of a Project Description by EAO, during the pre-application and application phases, the monitoring of certificate compliance, and any amendment process.

## **SECTION 6 FUNDING**

6.1 **Funding.** Within 30 days of the signing of this Agreement, B.C. will pay CSTC, on behalf of the CSFNs, \$1,350,000 to support the CSFNs’ and CSTC’s participation in implementing this Agreement and the Environmental and Socio-Cultural Initiatives Agreement, including the:

- (a) title reconciliation discussions conducted pursuant to section 3.2;
- (b) negotiation of government-to-government agreements pursuant to this Agreement;
- (c) Stewardship Working Group created under the Environmental and Socio-Cultural Initiatives Agreement; and
- (d) Collaboration Working Group.

6.2 **Anniversary Payments.** Within 30 days of the first and second anniversary of the signing of this Agreement, B.C. will pay CSTC, on behalf of the CSFNs, \$1,350,000 to support the purposes listed in section 6.1.

6.3 **Allocation of Funding.** The Collaboration Working Group will make recommendations about the allocation of the funding being provided for the various purposes described in section 6.1.

6.4 **Ongoing Funding.** The Parties will negotiate ongoing funding arrangements to support the work described in section 6.1 at least six months before the term expires.

## **SECTION 7 REPRESENTATIONS AND WARRANTIES**

7.1 **CSFN Representations.** Each CSFN represents and warrants to B.C., with the intent and understanding that B.C. will rely on them in entering into this Agreement, that:

- (a) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of its members; and

- (b) this Agreement is a valid and binding obligation upon it.
- 7.2 **CSTC Representations.** CSTC represents and warrants to B.C., with the intent and understanding that B.C. will rely on them in entering into this Agreement, that:
- (a) it is a duly incorporated society under the *Society Act*, R.S.B.C. 1996, c. 433 and that it is in good standing;
  - (b) it has the legal power, capacity, and authority to enter into this Agreement; and
  - (c) this Agreement is a valid and binding obligation upon it.
- 7.3 **B.C. Representations.** B.C. represents and warrants to CSTC and CSFNs, with the intent and understanding that CSTC and CSFNs will rely on them in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation upon B.C.

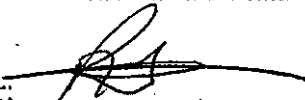
## SECTION 8 GENERAL PROVISIONS

- 8.1 **Not a Treaty.** The Parties agree:
- (a) this Agreement does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act*, 1982;
  - (b) this Agreement does not define, limit, amend, abrogate or derogate from any of the CSFNs' Aboriginal title and rights; and
  - (c) further processes are required to establish the scope and geographic extent of Aboriginal title and rights in the Territories.
- 8.2 **Legal Authority.** Nothing in this Agreement interferes with the decision-making authority or jurisdiction of any Party or fetters the discretion of any decision-making authority.
- 8.3 **Amendment.** This Agreement may be amended by agreement of the Parties in writing.
- 8.4 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by facsimile or email transmission.
- 8.5 **Commencement.** This Agreement will commence on execution.
- 8.6 **Term.** The term of this Agreement will be three years from its execution. The Parties will meet at least six months before the term expires to discuss the potential renewal, amendment, or termination of this Agreement.
- 8.7 **Ts'il Kaz Koh.** "Ts'il Kaz Koh First Nation" means the "band", as that term is defined in the Indian Act, R.S.C. 1985, c. I-5, named "Burns Lake".



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

**PROVINCE OF BRITISH COLUMBIA,**  
as represented by the Minister of  
Natural Gas Development and Deputy  
Premier of British Columbia

Per:   
Authorized Signatory


Name: Rich Coleman

**PROVINCE OF BRITISH COLUMBIA,** as represented by the  
Minister of Aboriginal Relations and  
Reconciliation

Per:   
Authorized Signatory


Name: Shirley Bond

**NADLEH WHUTEN** on their own  
behalf and on behalf of their members

Per:   
Authorized Signatory

Name: Martin Heize

**NAK'AZDLI** on their own behalf and  
on behalf of their members

Per:  for Chief Fred Sam  
Authorized Signatory

Name: Leonard Thomas

**SAIK'UZ FIRST NATION** on their own  
behalf and on behalf of their members

Per:   
Authorized Signatory

Name: Stanley Thomas

**STELLAT'EN FIRST NATION** on  
their own behalf and on behalf of their  
members

Per:   
Authorized Signatory

Name: KEN Luccai

**TAKLA LAKE FIRST NATION** on  
their own behalf and on behalf of their  
members

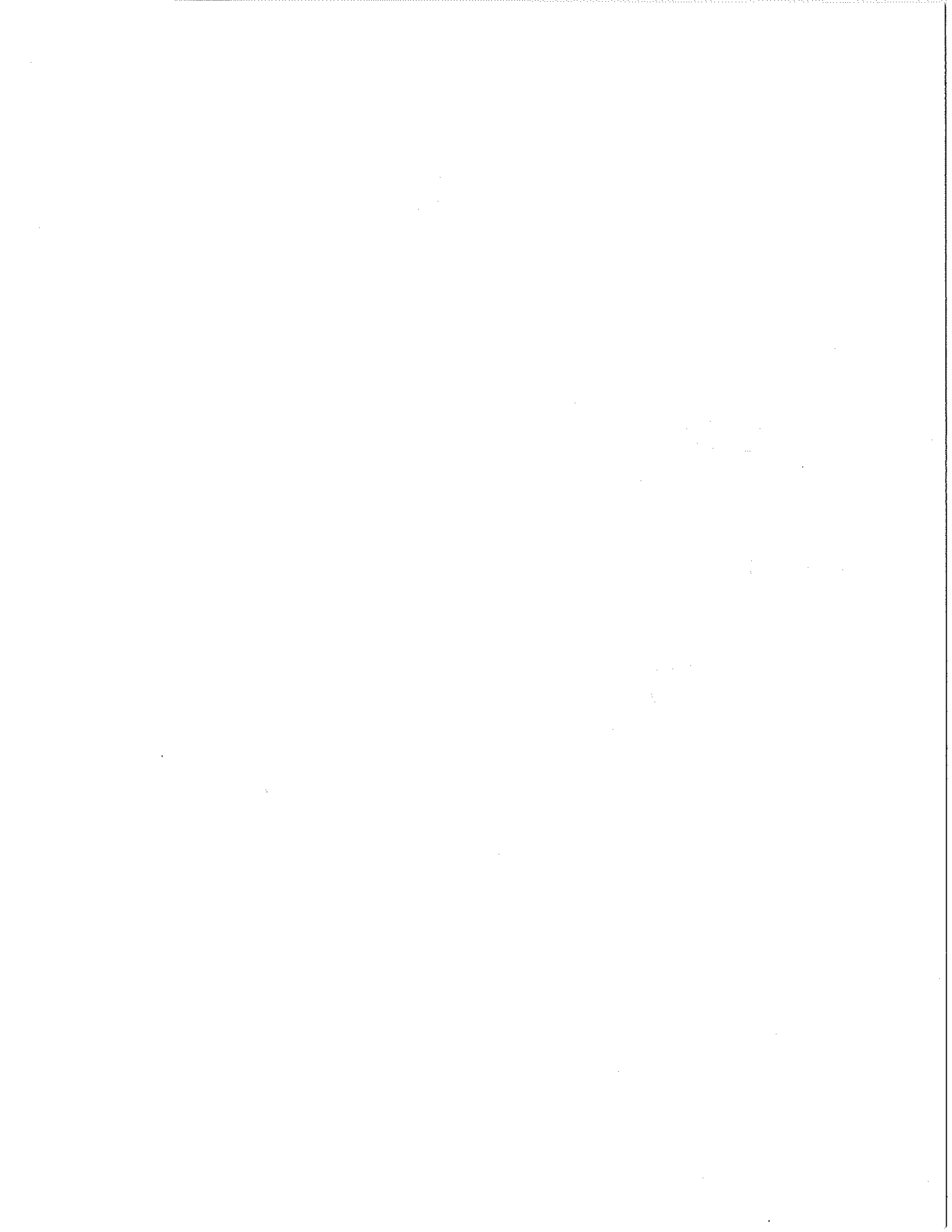
Per:   
Authorized Signatory

Name: Anita Williams

**TL'AZT'EN NATION** on their own  
behalf and on behalf of their members

Per:   
Authorized Signatory

Name: Justa Monk



**TS'IL KAZ KOH FIRST NATION on  
their own behalf and on behalf of their  
members**

Per: *Don George*  
Authorized Signatory

Name: *Don George*

**CARRIER SEKANI TRIBAL  
COUNCIL**

Per: *Terry Teegee*  
Authorized Signatory

Name: *Terry Teegee*

