

GITXSAN WATERSHED STRATEGIC ENGAGEMENT AGREEMENT

This Agreement is dated for reference only the 11 of January, 2023

AMONG:

Gitxsan Huwilp, each as represented by the Wilp Simoogit on their own behalf and on behalf of their respective Wilp members (collectively referred to in this Agreement as “**Gitxsan Simgigyat**”)

AND:

Gitxsan Laxyip Management Office, a society incorporated under the *Societies Act*, SBC 2015 c18 (“**Gitxsan Laxyip Management Office**” or “**LMO**”)

AND:

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

(Each referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A. Gitxsan Hereditary governance consists of a Simoogit who is the steward of their respective Laxyip together with their Wilp members;
- B. The Gitxsan Simgigyat, and their respective Huwilp, continue to implement Gitxsan Ayookw respecting the ownership, use, management and stewardship of lands, water and resources within their respective Laxyip in order to sustain themselves and their way of life and to ensure the health and well-being of their people now and for future generations;
- C. The Province respects that Gitxsan Aboriginal Rights exist throughout Gitxsan Laxyip, and that the Gitxsan people have a unique relationship to and connection with the land, water and resources throughout Gitxsan Laxyip;
- D. The Province is interested in continuing the work to strengthen its relationship with Gitxsan Simgigyat, in a manner that is respectful of Gitxsan hereditary structures, Gitxsan Ayookw, Gitxsan Laxyip, and Gitxsan Aboriginal Rights;
- E. The Parties are entering into this Agreement as an interim bridging step, including towards comprehensive reconciliation, which builds upon individual watershed Laxyip strategic engagement agreements, FCRSAs, and strategic forestry initiative agreements

between Gitxsan and the Province;

- F. The Parties share the goal of supporting enhanced Gitxsan capacity, including by training the next generation of Gitxsan staff. As such, Gitxsan has created the Gitxsan Laxyip Management Office as a technical and administrative resource available to all Gitxsan Simgyat to support the implementation of this Agreement;
- G. The Province is committed to working towards the implementation of the United Nations Declaration on the Rights of Indigenous Peoples (“**UN Declaration**”) and the Truth and Reconciliation Commission Calls to Action, by working in partnership with Indigenous peoples of British Columbia to establish positive government-to-government relationships built on a foundation of respect, rights, and reconciliation;
- H. The *Declaration on the Rights of Indigenous People Act* (“**Declaration Act**”) provides a framework for how the UN Declaration will be implemented in British Columbia. The Province intends to take all measures necessary to ensure the laws of British Columbia are consistent with that Act including the actions the Province will undertake in consultation and coordination with Indigenous Peoples over the next five years (2022-2027) contained in the Declaration Act Action Plan.

NOW THEREFORE the Parties agree as follows:

1 PURPOSE

- 1.1 **Purpose.** The purpose of this Agreement is to strengthen the government-to-government partnership between the Parties by:
 - a. enabling meaningful, effective, and efficient Engagement processes regarding Proposed Activities through the Engagement Framework which can facilitate the fulfillment of obligations that each Party has as it pertains to Engagement;
 - b. establishing strong intergovernmental relations for collaborative dialogue between the Parties on Proposed Activities and Strategic Topics; and
 - c. working collaboratively to make progress on joint initiatives including:
 - i. economic opportunities including resource revenue sharing, forestry tenure opportunities, and forestry business opportunities;
 - ii. collaborative land management and environmental stewardship; and
 - iii. human resource capacity development to support governance and economic initiatives.

2 DEFINITIONS AND APPENDICES

2.1 Definitions. In this Agreement:

“Agreement” means this Gitxsan Watershed Strategic Engagement Agreement, including its appendices and any amendments made to it from time to time in accordance with section 14.4;

“Confidential Information” means any information provided by a Party under this Agreement to the other Party that is identified in writing as “Confidential”, but does not include information that is already in the public domain, such as information in the Remote Access to Archaeological Data (RAAD) database and on other public websites, or which may be required or restricted under provincial law;

“Dispute” means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement, and for greater certainty, does not include a disagreement regarding any Recommendations, or any decisions on Proposed Activities made by a Provincial Agency following Engagement, as the case may be;

“Dispute Resolution Process” means the process for resolving Disputes as set out in section 5.2;

“Effective Date” means the Reference Date;

“Engagement” means the legal obligations of the Province to consult and, where appropriate, accommodate Gitxsan Simgyat, prior to approving decisions or activities that may adversely impact Gitxsan Aboriginal Rights;

“Engagement Framework” means the process steps for Engagement set out in Appendix B of this Agreement;

“FCRSAs” means Forest Consultation and Revenue Sharing Agreement;

“Funding” means the fiscal arrangements described at section 6.1, 6.2 and any ongoing fiscal arrangements negotiated pursuant to section 6.3;

“Gitxsan Aboriginal Rights” means any Aboriginal rights, including Aboriginal title and the inherent right of self-government, of the Gitxsan Huwilp within the Gitxsan Laxyip;

“Gitxsan Ayookw” means Gitxsan law;

“Gitxsan Huwilp” means the collective of Gitxsan Wilp that are working together for the purposes of this Agreement and that are identified in Appendix C, as updated from time to time;

“Gitxsan Laxyip” means the land, water and resources that are the responsibility of each Simoogit and their Wilp members in accordance with Gitxsan Ayookw;

“Gitxsan Laxyip Management Office” or “LMO” means the society that provides administrative support to Gitxsan Simgiyat and will carry out the work described in this Agreement at Section 4.2 on behalf of Gitxsan Simgiyat;

“Gitxsan Watersheds” means the geographic areas identified by Gitxsan Simgiyat, defined by one or more Laxyip owned by their respective Wilp, and shown on the map attached to this Agreement as Appendix A;

“G2G” means government-to-government;

“Issues Resolution Process” means the process for resolving issues that arise during the implementation of the Engagement Framework as set out in section 4 of Appendix B;

“Proposed Activities” means:

- a. a land or resource activity or activities proposed in any application or suite of applications under consideration or requiring a decision by a Provincial Agency which may adversely affect Gitxsan Aboriginal Rights;
- b. a proposed strategic, administrative or operational decision contemplated by a Provincial Agency which may adversely affect Gitxsan Aboriginal Rights that is not commenced by an application; or
- c. any other activity or decision agreed to by the Parties;

“Provincial Agency” means the:

- a. Ministry of Indigenous Relations & Reconciliation;
- b. Ministry of Forests;
- c. Ministry of Lands, Water and Resource Stewardship;
- d. Ministry of Environment & Climate Change Strategy, but does not include the Environmental Assessment Office;
- e. Ministry of Energy, Mines & Low Carbon Innovation; and
- f. Ministry of Transportation and Infrastructure;

“**Recommendations**” mean the Parties’ recommendations following Engagements pursuant to the Engagement Framework;

“**Reference Date**” means the date identified on the first page of the Agreement;

“**Simoogit**” means the Hereditary Chief who is the head of a Wilp, plural is Simgigyat;

“**Strategic Topics**” means a land or resource matter of interest to any Party, other than Proposed Activities, that are brought forward for discussion at the G2G Forum pursuant to section 5.1;

“**Term**” means the term of this Agreement as set out in section 10.1;

“**Watershed Facilitators**” are employees of the LMO that report to the Gitxsan Simgigyat and act as the key contact for the Province during Engagements; and

“**Wilp**” means the social, political, and governing house units of the Gitxsan;

2.2 **Appendices.** The following Appendices are incorporated and form part of this Agreement:

- APPENDIX A – Map of Gitxsan Laxyip;
- APPENDIX B – Engagement Framework;
- APPENDIX C – Gitxsan Signatories; and
- APPENDIX D – Confirmation Letter.

3 G2G FORUM AND WORKING GROUPS

3.1 **Establishment of G2G Forum and Working Groups.** The Parties will establish a G2G Forum and various working groups that will continue for the Term of this Agreement.

3.2 **G2G Forum Representation – Senior Level.** The Gitxsan Simgigyat and Province will each appoint three Senior Level representatives to the G2G Forum, including its respective Co-Chair who will jointly manage the work of the G2G Forum.

3.3 **G2G Forum Responsibilities – Senior Level.** The G2G Forum will manage the implementation of this Agreement and be the venue for strategic G2G dialogue and interaction between the Parties on Proposed Activities and Strategic Topics, and will be responsible for:

- a. planning, implementing, and evaluating this Agreement including the Engagement Framework with respect to Proposed Activities;
- b. addressing implementation issues and problem solving;

- c. participating in any Issues Resolution Process or Dispute Resolution Process, in accordance with section 5.2 and Appendix B, as the case may be;
- d. approving recommendations for amendments to the Agreement;
- e. sharing information;
- f. developing and maintaining annual work plans;
- g. community engagement regarding Agreement implementation;
- h. discussing relevant legislative, policy, strategic or regional issues that are of interest to the Parties;
- i. holding quarterly meetings or meeting on an as needed basis as mutually agreed by the Parties; and
- j. any other matters as agreed by the Parties.

3.4 **Executive Level of the G2G Forum.** The Gitxsan Simigiyat and Province will each identify the relevant Executive Level representatives who will oversee the implementation of this Agreement and provide direction to the G2G Forum and various working groups established under this Agreement. The Executive Level of the G2G Forum will be composed of Gitxsan Simigiyat, and designated representatives of the Minister of Indigenous Relations and Reconciliation, and will be responsible for:

- a. participating in any Issues Resolution Process or Dispute Resolution Process, in accordance with Appendix B section 4 and section 5.2 respectively;
- b. setting goals on strategic policy matters to the Parties;
- c. high level strategic problem solving;
- d. encouraging positive government-to-government partnership-building;
- e. approving proposed amendments to the Agreement;
- f. monitoring the implementation and operation of this Agreement; and
- g. holding an annual meeting or meeting on an as-needed basis.

3.5 **G2G Forum Engagement Working Group (EWG) – Technical Level.** The Gitxsan Simigiyat and Province will each appoint an EWG Co-Chair to jointly manage

Engagement under this Agreement in respect of any Proposed Activities. The EWG will be responsible for:

- a. establishing a terms of reference;
- b. identifying Strategic Topics for consideration by G2G Forum Co-chairs;
- c. participating in any Issues Resolution Process or Dispute Resolution Process in accordance with section 5.2 and Appendix B, as the case may be;
- d. updating Appendix C quarterly, if necessary to reflect changes;
- e. reviewing annually the table of authorizations for which information is available upon request; and
- f. providing quarterly and annual reports to the G2G Forum.

3.6 **G2G Forum Forestry Working Group (FWG) – Technical Level.** The Gitksan Simgigyat and Province will each appoint an FWG Co-Chair to jointly manage Engagement under the Agreement in respect of any forest and range activities. The FWG will be responsible for:

- a. establishing a terms of reference;
- b. advancing forestry related discussions; and
- c. providing quarterly and annual reports to the G2G Forum.

3.7 **Additional G2G Forum Working Groups – Technical Level.** The G2G Forum may recommend that specific activities or tasks be undertaken by additional Working Groups, as it considers appropriate. Working Groups will consist of technical staff appointed by each of the Parties to carry out the following:

- a. addressing operational, technical and administrative elements regarding implementation of this Agreement;
- b. providing quarterly and annual reports to the G2G Forum;
- c. meeting on a project-specific basis, as mutually agreed; and
- d. establishing terms of reference and task teams as may be required.

4 ROLES AND RESPONSIBILITIES

4.1 **Gitxsan Simgigyat** are responsible for:

- a. making decisions for their respective Wilp respecting its Gitxsan Laxyip;
- b. working with the LMO to provide guidance in respect of the LMO's responsibilities;
- c. working with the Watershed Facilitators through the Engagement Framework to provide information on Gitxsan interests and concerns regarding Proposed Activities within the Gitxsan Laxyip; and
- d. participating in the G2G Forum and the Executive Level of the G2G Forum, as required.

4.2 **Gitxsan Laxyip Management Office** is responsible for:

- a. hiring and paying the fees and agreed expenses of the Watershed Facilitators, LMO technical staff and other LMO positions that may be required to implement the Agreement;
- b. providing technical support to Gitxsan Simgigyat; and
- c. facilitating communication and collaboration between Gitxsan Simgigyat, LMO staff, community members, and other Gitxsan entities, as required.

4.3 **The Province** is responsible for:

- a. resourcing the appropriate staff required to implement the Agreement;
- b. facilitating communication and collaboration between Provincial Agencies and programs, as required; and
- c. communicating with the public and other stakeholders as required in the course of implementing the Agreement.

5 **STRATEGIC TOPICS AND DISPUTE RESOLUTION**

5.1 **Strategic Topics.** The Parties acknowledge that Strategic Topics outside the scope of the Engagement Framework for Proposed Activities will arise and require resolution.

- a. In the event that a Strategic Topic arises, the EWG co-chairs can refer the Strategic Topic to the G2G Co-Chairs to discuss and attempt to resolve.
- b. In the event that the G2G Co-Chairs cannot resolve the Strategic Topic, the

Strategic Topic will be referred to the Executive Level of the G2G Forum to discuss and attempt to resolve.

- 5.2 **Dispute Resolution Process.** The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve Disputes which may arise between them, and that they will endeavor to resolve such differences in a manner that fosters an improved ongoing and respectful government-to-government partnership.
- a. If the Parties are unable to resolve a Dispute, the G2G Forum Co-chairs will exchange in writing a full description of the areas of disagreement and any outstanding issues and attempt to resolve the Dispute using whatever processes or approaches each Party's G2G Senior Representatives agree are appropriate to resolve the Dispute, including a culturally-appropriate venue or community-based mechanisms.
 - b. If the Dispute remains unresolved, the G2G Forum Co-Chairs will produce a final summary of the Dispute within five business days and refer the Dispute to the Executive Level of the G2G Forum.
 - c. The Executive Level of the G2G Forum will review the final summary and arrange to meet within ten business days, and can use whatever processes or approaches each Party's representatives agree are appropriate to resolve the Dispute, including a culturally-appropriate venue or community-based mechanisms to discuss and attempt to resolve the Dispute in a final effort at resolution.
 - d. If the Executive Level of the G2G Forum agree that the Dispute should be mediated, the Parties will refer the Dispute to a mutually agreed-upon mediator, with each Party paying their own costs to participate in the mediation and the Province paying 50% of the costs of the mediator.
 - e. Nothing in this part prevents a Party from commencing arbitral or judicial proceedings at any time.

6 FUNDING

- 6.1 **Funding.** For the initial three year period of this Agreement following the Effective Date, the Province will pay the LMO on behalf of the Gitksan Simgigyat a total of \$2,100,000 for the purpose of implementing this Agreement, payable as follows:
- a. \$700,000 dollars within sixty days of the Effective Date of the Parties signing this Agreement; and

b. \$700,000 dollars within thirty days of the first and second anniversaries of the Effective Date and upon receipt of the annual report under section 7.

6.2 **Additional Funding.** Prior to March 31, 2023 the Province will seek Treasury Board approval for additional Funding of \$220,000 per year for the initial three year period of this Agreement following the Effective Date.

6.3 **Funding Renewal.** Six months prior to the expiry of the three year Funding period of this Agreement under section 6.1, the Parties will negotiate and seek to reach agreement on the renewal of Funding for implementing this Agreement for subsequent years.

7 REPORTING AND PERIODIC REVIEW

7.1 **Reporting on Funding.** To be eligible for payments under section 6.1(b), the LMO will, on or before the anniversary of the Effective Date of each year, prepare a report containing a list of planned and actual expenditures.

7.2 **Periodic Review.** The Parties will review this Agreement annually to ensure that the Agreement is effective and responsive to changes to, or evolution of, the G2G partnership between the Parties over time, and following such review, may agree to amend this Agreement, including any agreed upon Funding, in accordance with section 14.4 and 6.3 respectively.

8 ENGAGEMENT FOR PROPOSED ACTIVITIES

8.1 **Engagement.** The Parties agree that the Engagement Framework will constitute the means by which the Province will seek to fulfill its obligation for meaningful Engagement on Proposed Activities that may adversely affect Gitxsan Aboriginal Rights.

8.2 **Relationship to FCRSA.** The Parties acknowledge that this Agreement including the Engagement Framework contained in Appendix B of this Agreement is the means by which the Parties will fulfill their obligation to consult and, where appropriate, the means by which the Province will identify measures or processes to accommodate any adverse impacts on Gitxsan's Aboriginal Rights resulting from proposed forest and range activities.

8.3 **Participating Provincial Agencies.** The Parties agree to coordinate and work together with Provincial Agencies, as appropriate and as necessary in order to implement this Agreement.

9 INFORMATION SHARING AND CONFIDENTIALITY

9.1 **Information Sharing.** The Parties will support Engagement by sharing relevant information including Gitxsan knowledge, subject to each Party's respective laws and

protocols. At the time of disclosure, Parties agree to:

- a. assist the other Party in interpreting the information, determining the current and future use of the information and the terms under which it may be reproduced or shared, in whole or in part, with any other party; and
- b. use good faith efforts to maintain the confidentiality of the information provided by the other Party and prevent its disclosure to the public, in particular Confidential Information.

9.2 **Gitxsan Knowledge.** The Province acknowledges that Gitxsan is the custodian of Gitxsan knowledge that may be:

- a. confidential or sensitive in nature; or
- b. owned by individuals and must be managed according to the owner's wishes.

9.3 **Freedom of Information.** If the Province receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose information received from Gitxsan under this Agreement, the Province will provide Gitxsan with notice of the request and the opportunity to express any views regarding the disclosure and may request a description of the harm Gitxsan, or the relations between the Province and Gitxsan as an Aboriginal government, anticipate could arise from the disclosure of the requested Gitxsan Knowledge or Confidential Information.

9.4 **Disclosure of Gitxsan Knowledge.** The Province acknowledges that the disclosure of information, including Gitxsan knowledge, that is provided by Gitxsan to any other person requesting such information under the *Freedom of Information and Protection of Privacy Act* could reasonably be expected to harm the relations between the Province and Gitxsan as an Aboriginal government.

10 TERM AND TERMINATION

10.1 **Term.** The term of this Agreement will commence on the Effective Date and continue for three years and may be renewed by agreement of the Parties.

10.2 **Termination.** This Agreement may be terminated in writing by either Party on ninety days' notice or on a date mutually agreed on by the Parties, if it is replaced or superseded by another agreement.

10.3 **Resolution of Termination.** In recognition of the enduring value of a G2G partnership, the Parties will:

- a. on notice of termination under section 10.2, provide the other Parties with the

reasons for termination; and

- b. meet within thirty days to attempt to resolve the issue prior to termination.

10.4 **Status of Funding and Survival of Provisions on Termination.**

- a. Where this Agreement is terminated under section 10.2, the Parties will meet face to face within fourteen days of the termination of this Agreement taking effect to discuss:
 - i. remittance of any unspent Funding in accordance with subsection b;
 - ii. ongoing communication; and
 - iii. such other matters as the Parties may agree in order to maintain a good working partnership;
- b. The LMO will, where it has received funding from British Columbia to implement this Agreement, unless otherwise agreed to by British Columbia, remit any unspent funds to British Columbia within thirty days of the termination of this Agreement taking effect.
- c. The Parties acknowledge and agree sections 9.1(b), 9.4 and this section 4 will survive the termination of this Agreement.

10.5 **Additional Signatories.** Additional Gitxsan Wilp as represented by their Simgigyat may become a Party to this Agreement by signing the confirmation letter attached at Appendix D and the definition of Gitxsan Huwilp will be deemed to be amended as of the date of the confirmation letter.

10.6 The Parties will update Appendix C from time to time to reflect changes to the list of signatories.

11 **REPRESENTATIONS AND WARRANTIES**

11.1 **Gitxsan Laxyip Management Office Representations.** The LMO represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:

- a. it is a duly incorporated society under the *Societies Act*, and that it is in good standing;
- b. it has the legal power, capacity and authority to enter into this Agreement for and on behalf of itself and to engage in the structures and processes under this

Agreement on behalf of its members; and

c. this Agreement is valid and binding obligation upon it.

11.2 Gitxsan Simgigyat Representations. The Gitxsan Simgigyat each represent and warrant to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that they have the authority to enter into this Agreement and to engage in the structures and processes under this Agreement on its own behalf and on behalf of their Wilp members, and that it enters into this Agreement for, and on behalf of, all of their Wilp members, and that the Agreement is a valid and binding obligation on each Gitxsan Simgigyat and their Wilp members.

11.3 The Parties further acknowledge that:

- a. Determining Simgigyat and Wilp boundaries are matters for Gitxsan to determine internally; and
- b. The Gitxsan Simgigyat will inform the Province of any changes to the Wilp representative for Engagement or any changes to Wilp boundaries.

11.4 Provincial Representations. The Province represents and warrants to Gitxsan Simgigyat and LMO, with the intent and understanding that they will be relied on by Gitxsan Simgigyat and LMO in entering into this Agreement, that it has the authority to enter into this Agreement and that the Agreement is a valid and binding obligation of the Province.

12 NOTICE AND DELIVERY

12.2 Notice. Any notice, document, statement or report under this Agreement must be in writing, and will be deemed validly given to and received by the other Party, if served personally, on the date of personal service or, if delivered by mail, email or facsimile copier, when received as follows:

British Columbia

Tlell Glover – Project Leader
Ministry of Indigenous Relations and Reconciliation
Bag 5000, 3726 Alfred Avenue
Smithers, British Columbia V0J 2N0
Tlell.Glover@gov.bc.ca
250-876-7128

Gitxsan

Jason Northcott – Director
Gitxsan Laxyip Management Office

Box 321, 4240 Government St.
Hazelton, British Columbia V0J 1Y0
jnorthcott@gitxsanlaxyip.ca
877-403-2401

12.3 Change of Address. Either Party may, from time to time, give written or e-mail notice to the other Party of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

12.4 Electronic Notice. The Parties agree that they will utilize electronic and other methods of communication for the purposes of Engagement whenever practicable and appropriate.

13 Interpretation. For the purposes of this Agreement:

- a. “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b. the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c. a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- d. words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires;
- e. in the calculation of time under this Agreement, all references to “days” are to business days from Monday to Friday (except statutory holidays in British Columbia), except that if the time for doing an act falls or expires on a day that is not a business day, the time is extended to the next business day;
- f. any reference to a corporate entity includes any predecessor or successor to such entity; and
- g. there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

14 GENERAL PROVISIONS

14.1 Not a Treaty. This agreement does not:

- a. constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*;
- b. establish, amend, define, affirm, recognize, abrogate, or derogate from any Gitxsan Aboriginal Rights recognized and affirmed under s. 35 of the *Constitution Act, 1982*;
- c. constitute an admission, prejudice or restrict the position that any Party may advance in any processes, legal actions, proceedings or negotiations in respect of the nature, scope and content of Gitxsan Aboriginal Rights; or
- d. affect or interfere with the legislative authority of Canada or British Columbia.

14.2 No Admissions. This Agreement does not change or affect the positions any Party has, or may have, regarding its jurisdiction, responsibilities and/or decision-making authority, nor is it to be interpreted in a manner that would affect or unlawfully interfere with that decision-making authority.

14.3 Entire Agreement. This Agreement, including the appendices to the Agreement and any amendment to it, constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement. Any amendment to this Agreement must be agreed to in writing by the Parties.

14.4 Amendment. This Agreement may be amended by written agreement of the Parties.

14.5 Validity of Agreement. If any part of this Agreement is void or unenforceable at law:

- a. the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- b. the Parties will negotiate and attempt to reach Agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

14.6 Emergencies. Nothing in this Agreement affects the ability of the Parties to respond to any emergency circumstances.

14.7 Execution in Counterpart. This Agreement may be executed by the Parties in counterparts and by facsimile or e-mail transmission.

Signed on behalf of Babine Watershed Simlgyat by:

Ted Mowatt
Djogalee (Ted Mowatt)

Dec 7/22
Date

Monica Jeffrey
Mliuulak (Name: Monica Jeffrey)

December 15, 2022
Date

Larry Skulsh
Wii Minoqk (Larry Skulsh)

07/12/22
Date

Clifford Simpore
Nir Kyap (Clifford Simpore)

December 7/22
Date

Willie Blackwater
Tsa Buk (Willie Blackwater)

Dec. 7/22
Date

Dorothy Lattie
Wii Gaak (Dorothy Lattie)

Dec 7 22
Date

for Ed Green
Wii Gyet (Name:)

Dec 7, 2022
Date

Ed Green
Wogal'wi (Ed Green)

Dec 11/22
Date

Sadie Harris
xGwoimtxw (Sadie Harris)


Dec. 6, 2022
Date

This document is without prejudice, confidential and is tabled for discussion purposes only. It is not necessarily representative of the final position which may be taken in respect of a matter and is subject to all required mandates and approvals.

Signed on behalf of Middle Skeena Watershed Simigiyat by:


Gwil Yeelhl (Brian Williams) / *Karhu (Mandy Storey)*


12/7/22
Date


Wil Enast (Jim Angus)

Dec 7 / 2022
Date

Dec. 6, 2022
xGwoimtxw (Sadie Harris)


Date


for Wil Gyet (Name:)

Dec 7, 2022
Date

Gyologyet (Fedelia O'Brien)

Date


Wil Minosik (Larry Skulsh)

DEC 12 / 2022
Date


Mauus (Laverne Williams)

Dec 7, 2022
Date


Wosimlaxha (Peggy Morgan)

Jan. 4, 2022
Date

Nikateen (Frances Sampson)

Date


Yagosip (Bill Turner)

December 7, 2022
Date

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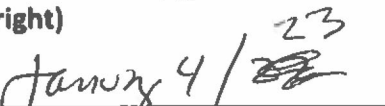
Tsa Buk (Willie Blackwater)



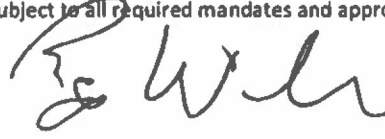
Date




Luutkudziiwus (Gordon Sebastian/Charlie Wright)



Date



Luus' (Roy Wilson)



Date

Gutginuxw (Philip Stewart)

Date

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Signed on behalf of Kispiox Watershed Simigiyat by:



Geel (Catherine Blackstock)

Dec 7/22

Date



Gwii Yeelhi (Brian Williams) / Kunt'xw (Mandy Stewart)

12/7/22

Date



Gitluudahixw (Fern Weget)

Dec 7, 2022

Date



Yagosip (Bill Turner)

December 7, 2022

Date



Xhliyeem Lax Haa (John Olson)

Dec 7, 2022

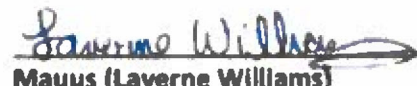
Date



Mii'elast (Jim Angus)

Dec 7/2022

Date



Maus (Laverne Williams)

Dec 7, 2022

Date



Wii Mulgulskw (Art Wilson)

December 7, 2022

Date



Belgamuukw (George Muldoe)

12/07/22


Date

Antgilibx (Brenda Stewart)

Date

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Signed on behalf of Sustut Watershed Simgiyat by:



Miluulak (Name: Monica Jeffrey)

December 15, 2022

Date




Tsa Buk (Willie Blackwater)

Dec. 7/22

Date

Haiwas (Gloria Wilson)


Date



Nii Kyap (Clifford Sampare)

Nov 29/22

Date



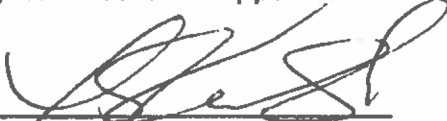
Wii Gaak (Dorothy Lattie)

Dec 7.22

Date

This document is without prejudice, confidential and is tabled for discussion purposes only. It is not necessarily representative of the final position which may be taken in respect of a matter and is subject to all required mandates and approvals.

Signed on behalf of Upper Nass Watershed Simgiyat by:


Wii Minosik (Larry Skulsh)

Nov 24/2022
Date


Djogaslee (Ted Mowatt)

Nov 24, 2022
Date


Luus (Roy Wilson)

Nov 24, 22
Date


Delgamuukw (George Muldoe)

Nov 24, 2022
Date


Xhiiyeem Lax Haa (John Olson)

Nov 24, 2022
Date


Niist (Bill Blackwater Sr)

Nov 24, 2022
Date

Wiigoobl (Don Wahlstrom)

Date


Baskyelaxha (Bill Blackwater Sr)

Nov 24, 2022
Date

Gyologyet (Fedelia O'Brien)

Date

This document is without prejudice, confidential and is tabled for discussion purposes only. It is not necessarily representative of the final position which may be taken in respect of a matter and is subject to all required mandates and approvals.

Signed on behalf of Upper Skeena Watershed Simgiyat by:

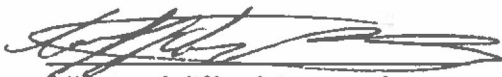


Wii Minosik (Larry Skulsh)

Dec 1 / 2022
Date

Gwinin Nitxw (Yvonne Lattie)

Date



Nii Kyap (Clifford Sampare)

Nov 25 / 22
Date


Miliulak (Name: Monica Jeffrey)

December 15, 2022
Date

 for

Geel (Catherine Blackstock)

Dec 16 2022
Date



Wii Gaak (Dorothy Lattie)

Dec 7 22
Date

 for

Wii Gyet (Name:)

Dec 7, 2022
Date

Signed on behalf of Suskwa Watershed Simgiyat by


Djogaslee (Ted Mowatt)

DEC 16, 2022
Date

Gyetm Galdoo (George Grey)

Date

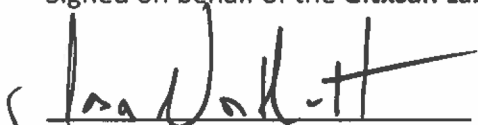

Luutkidziwus (Gordon Sebastian/Charlie Wright)

January 4, 2023
Date

Spookw (Norm Stephens)

Date

Signed on behalf of the **Gitxsan Laxyip Managment Office** by:



Jason Northcott – LMO Director
Jan 3 / 2023

Date

Signed on behalf of the **Province of British Columbia** by:



Alexandra Banford
A/Assistant Deputy Minister
Ministry of Indigenous Relations and
Reconciliation

January 11, 2023

Date

Witness

APPENDIX B – ENGAGEMENT FRAMEWORK

Background. This Appendix provides guidance to Provincial Agencies on Engagement with the Gitxsan Simgigyat. All Proposed Activities within the Gitxsan Laxyip that require Engagement will follow the process set out below.

1. Early Engagement / Information Sharing

- 1.1 The Province will encourage applicants for Proposed Activities to contact the LMO to engage with Gitxsan Simgigyat and share information early in the Engagement process.
- 1.2 The LMO will facilitate early Engagement with appropriate Simgigyat and Wilp members and is encouraged to share information about the early Engagement with the Province.

2. Engagement Framework

- 2.1 **Available Upon Request.** The Parties have identified a table of Proposed Activities that may have insignificant potential adverse effects (the “Activity Table”). When the Proposed Activity is listed in the Activity Table, the Province will proceed to decision without Engagement. Information on these authorizations will be available for Gitxsan review upon request. The Activity Table will be reviewed by the EWG annually.
- 2.2 **All Other Decisions.** When the Province is considering a Proposed Activity, including by way of an application and determines that Engagement with Gitxsan Simgigyat is required as the potential adverse effects are more than negligible, the Province will prepare and provide to the LMO a referral package which will include the following information, as applicable:
 - a. a summary of the Proposed Activities and any relevant and available application materials;
 - b. the identity and contact information of the applicant that has submitted an application or the tenure holder whose tenure or permit is under consideration;
 - c. a description of the approximate location of, or area affected by, the Proposed Activities, including geospatial information if available;
 - d. a reference to the relevant provincial statutes(s) and the type of authorization(s) that would flow from potential decisions respecting the Proposed Activities
 - e. the contact information for the provincial representative(s) for the purposes of Engagement;

- f. initial proposed Recommendations including proposed mitigation measures or conditions, if any, or other accommodations;
 - g. known Gitxsan interests; and
 - h. from the Province's perspective, a draft list of potential adverse effects to Gitxsan Aboriginal Rights.
- 2.3 The LMO will respond to confirm receipt of the referral package within five calendar days.
- 2.4 The LMO will review the referral package, identify the relevant Laxyip and share the referral package with the appropriate Gitxsan Simgigyat.
- 2.5 The LMO will respond to the Province in writing as soon as possible within twenty-one calendar days of receiving the referral package to:
- a. confirm the Simoogit/Simgigyat intention to participate in Engagement on the Proposed Activities;
 - b. request any additional information beyond those listed in section 2.2 of this Appendix that Gitxsan Simgigyat may reasonably require to assess the Proposed Activities; and
 - c. provide responses to and/or propose Recommendations including any proposed mitigation measures or conditions or other accommodations to address potential adverse effects, if any.
- 2.6 If the Province does not receive a response within twenty-one calendar days or where the LMO indicates in writing that there is no interest in further Engagement, the Party's respective decision makers may proceed to decision on the Proposed Activities. Provincial decision makers will give full consideration to relevant information that is readily available regarding Gitxsan Aboriginal Rights.
- 2.7 Upon receipt of a response from the LMO, the Province will review the response and will:
- a. seek to fulfill any information requests;
 - b. accept and/or respond to proposed Recommendations.
- 2.8 If the Province is in agreement with the proposed Recommendations provided in the LMO's response, the LMO will be notified that consensus has been achieved and the consensus Recommendations will be provided to the Party's respective decision makers

and they may proceed to decision.

- 2.9 If consensus Recommendations are not achieved, the Parties will engage in discussions to attempt to reach consensus regarding Recommendations in a timely manner.
- 2.10 If, after Engagement, consensus is achieved, consensus Recommendations will be provided to both Party's respective decisions makers and they may proceed to decision.
- 2.11 If, after Engagement, consensus has still not been achieved, either Party may trigger the Issues Resolution Process as outlined in section 4 within seven calendar days of determining that consensus Recommendations have not been achieved.
- 2.12 If Engagement does not result in consensus Recommendations and the Parties agree not to trigger the Issues Resolution Process, a description of consensus Recommendations, as well as the respective non-consensus Recommendations from each Party will be forwarded to both Party's respective decision makers and they may proceed to decision.
- 2.13 If the above outlined process takes longer than forty-five calendar days the Parties will meet to review the current Engagement and determine how to proceed with the Engagement with the objective of concluding Engagement in a timely manner.
- 2.14 If the above outlined process takes longer than ninety calendar days, the EWG Co-Chairs will meet to review the current Engagement process and provide direction to the Party's representatives on how to proceed with the Engagement with the objective of concluding Engagement in a timely manner.
- 2.15 At any time in the Engagement process, the Parties may agree to extend any timelines set out above in this section 2 with the objective of concluding Engagement in a timely manner.

3. Recommendations Provided to Decision Makers

- 1.2 Each Party is responsible for providing the agreed upon consensus and non-consensus Recommendations to their respective decision makers.
- 1.3 Where a Provincial decision maker intends to reach a decision contrary to consensus Recommendations:
 - a. prior to a decision being made, the decision maker will provide a written summary of the proposed decision to the LMO, and an explanation of how Gitxsan Recommendations have been considered and why a consensus Recommendation is not being adopted;

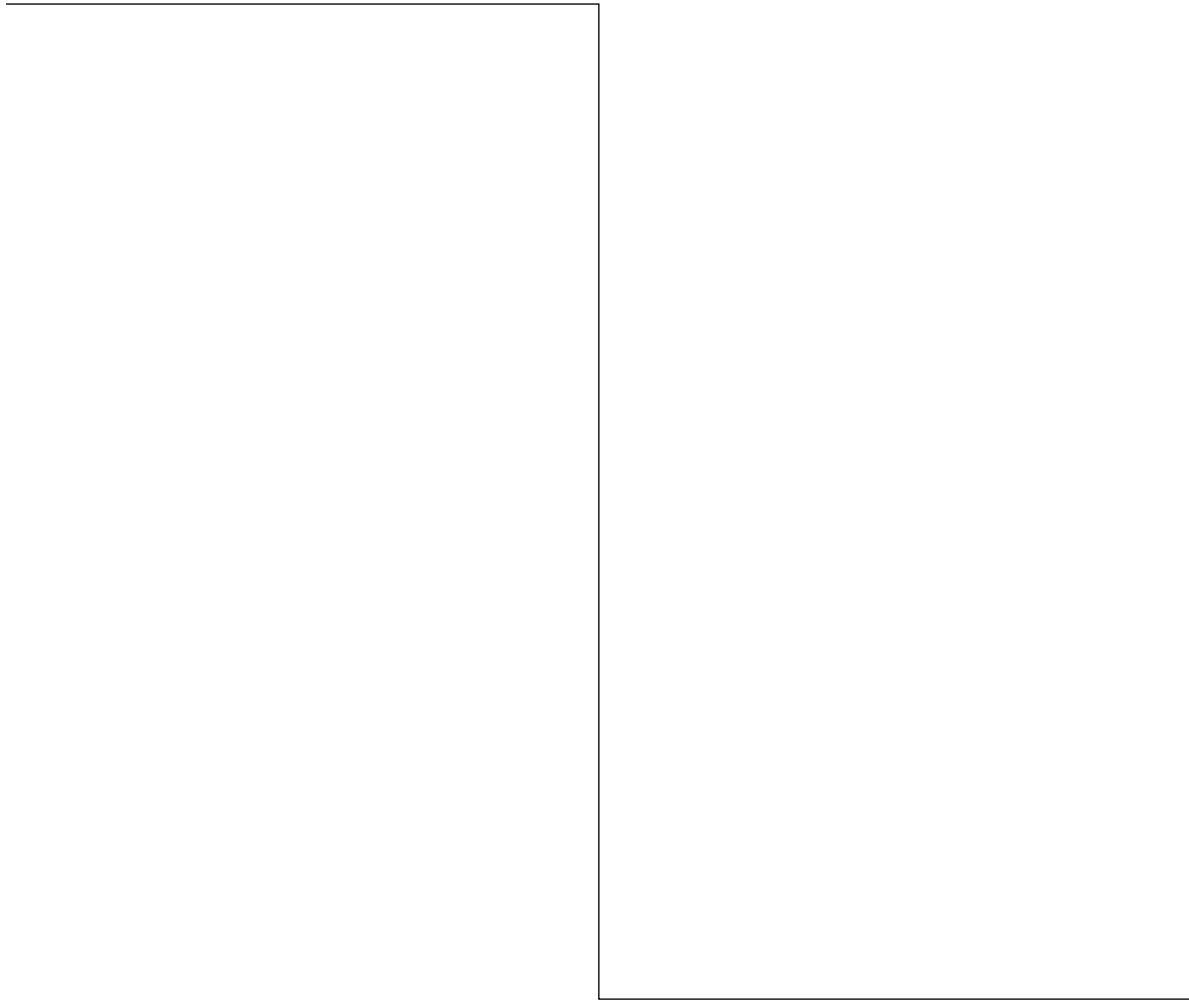
- b. following the Province completing step 3.2 (a) above, where the Gitxsan are of the view that a meeting between a statutory decision-maker and the Gitxsan Simgiyat is required to discuss the written summary of the proposed decision, Gitxsan may request a meeting prior to making a proposed decision;
 - c. Gitxsan may table their written concerns within seven calendar days of receiving notification and reasons for the decision; and
 - d. once a decision is made, notification and reasons for the decision will be provided to the LMO.
- 1.4 Once a decision is made, notification of the outcome will be provided to the LMO.

4. Issue Resolution Process for non-consensus Recommendations.

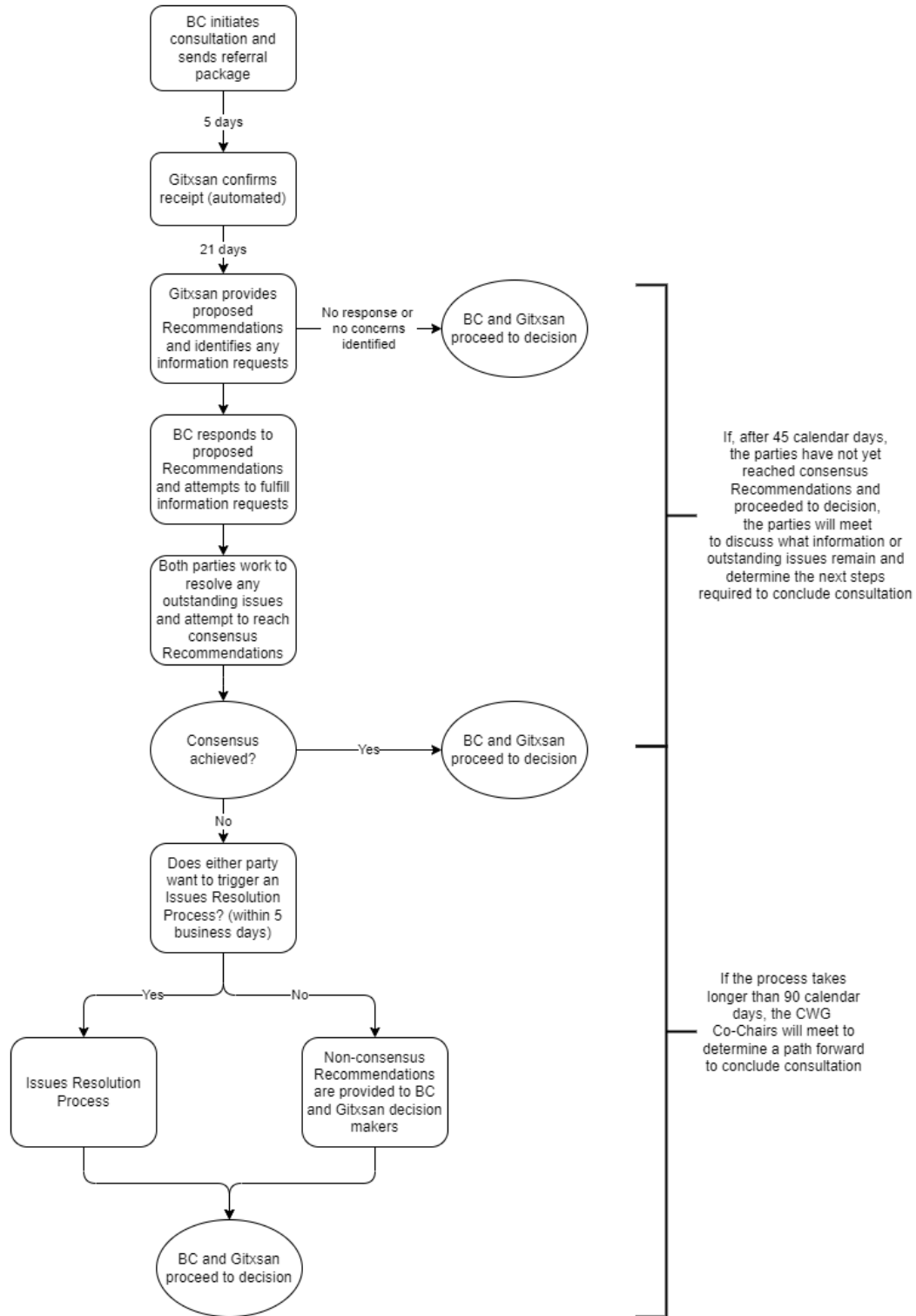
- 4.1 If the Parties are unable to reach consensus on a Recommendation for Proposed Activities within the Engagement Framework process, either Party may initiate the Issue Resolution Process described below:
- a. Technical staff will notify the EWG Co-chairs of the impasse and will exchange a full written description of the substantive issue that is unresolved, and any proposed specific actions that could be taken to address the issue.
 - b. Within fourteen calendar days of the receipt of the written descriptions, the EWG Co-chairs will convene an issue resolution meeting specifically to discuss the written descriptions and attempt to resolve the issue(s) and reach consensus Recommendations.
- 4.2 If an issue remains unresolved after the EWG issue resolution meeting, the G2G Co-chairs will make reasonable and expedient efforts to resolve the issue by mutual agreement, including arranging for further discussion at the G2G Forum and discussing with Executive Level representatives within fourteen calendar days.
- 4.3 If an issue remains unresolved after the G2G Co-chairs' efforts at resolutions, each Party's G2G Co-chair will notify the other in writing of the outstanding points of disagreement for information purposes within seven calendar days or by mutual agreement.
- 4.4 Following the notifications exchanged in section 4.1 of this Appendix, each Party is responsible for providing information to its respective decision makers, which will include a description of the respective outstanding points of disagreement as well as any consensus Recommendations that may have been achieved.

4.5 Each Party's respective decision maker will proceed to decision. The provincial decision maker will provide the LMO with a written summary of the decision and how Gitxsan Recommendations and potential impacts to Gitxsan Aboriginal Rights have been considered.

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5. Diagram of Engagement Framework for illustrative purposes



APPENDIX C – LIST OF GITXSAN SIMGIGYAT THAT ARE SIGNATORIES TO THE AGREEMENT

The following list sets out the participating Simgigyat that have entered into the Gitxsan Watershed SEA on behalf of their Wilp in the following watersheds: Babine watershed (“Babine Watershed Simgigyat”, Mid Skeena watershed (“Mid Skeena Watershed Simgigyat”), Kispiox watershed (“Kispiox Watershed Simgigyat”), Sustut watershed (“Sustut Watershed Simgigyat”), Upper Nass watershed (“Upper Nass Watershed Simgigyat”), Upper Skeena watershed (“Upper Skeena Watershed Simgigyat”).

Babine Watershed Simgigyat
Djogaslee – Ted Mowatt
Tsa Buk – Willie Blackwater
Wii Minosik – Larry Skulsh
Wii Gyet – Beverly Anderson
Miluulak – Monica Jeffrey
Wii Gaak – Dorothy Lattie
Nii Kyap – Clifford Sampare
Wogal’wil – Ed Green
Middle Skeena Watershed Simgigyat
Gwii Yeelhl – Brian Williams
Wii Eelast – Jim Angus
xGwoimtxw – Sadie Harris
Wii Gyet – Beverly Anderson
Wii Minosik – Larry Skulsh
Mauus – Laverne Williams
Wosimlaxha – Peggy Morgan
Yagosip – Bill Turner
Tsa Buk – Willie Blackwater
Luus – Roy Wilson
Luutkudziiwus – Gordon Sebastian
Kispiox Watershed Simgigyat
Geel – Catherine Blackstock
Gwii Yeelhl – Brian Williams
Gitluudahlxw – Fern Weget
Yagosip – Bill Turner
Xhliiyeem Lax Ha – John Olson
Wii Eelast – Jim Angus
Mauus – Laverne Williams
Wii Mulgulsxw – Art Wilson
Delgamuukw – George Muldoe
Sustut Watershed Simgigyat
Miluulak – Monica Jeffrey
Tsa Buk – Willie Blackwater

Nii Kyap – Clifford Sampare
Wii Gaak – Dorothy Lattie
Upper Nass Watershed Simgiyat
Wii Minosik – Larry Skulsh
Djogaslee – Ted Mowatt
Luus – Roy Wilson
Delgamuukw – George Muldoe
Xhliiyeem Lax Haa – John Olson
Niist – Bill Blackwater Sr.
Baskyelaxha – Bill Blackwater Sr.
Upper Skeena Watershed Simgiyat
Wii Minosik – Larry Sklush
Wii Gaak – Dorothy Lattie
Nii Kyap – Clifford Sampare
Wii Gyet – Beverly Anderson
Geel – Catherine Blackstock
Miluulak – Monica Jeffrey
Suskwa Watershed Simgiyat
Djogaslee – Ted Mowatt
Luutkidziiwus – Gordon Sebastian

APPENDIX D – CONFIRMATION LETTER

CONFIRMATION LETTER

TO: All of the Parties to the Gitxsan Watershed Strategic Engagement Agreement

FUTURE SIGNATORIES. In consideration of the invitation to the Gitxsan Simgigyat to become a Party to the Gitxsan Watershed Strategic Engagement Agreement, _____ wishes

(Name)

to participate as a signatory to and agrees to be bound by its terms and provisions.

IN WITNESS WHEREOF this Agreement has been signed on the ____ day of _____, 202__.

Per: _____

Name: