

**DEASE RIVER FIRST NATION GOVERNMENT TO GOVERNMENT
FRAMEWORK AND STRATEGIC ENGAGEMENT AGREEMENT**

BETWEEN

Dease River First Nation

as represented by the Dease River First Nation Chief and Council

And

***HIS MAJESTY THE KING IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA***

*as represented by the Minister of Indigenous Relations and Reconciliation
(hereinafter the “Province”)*

(each a “Party” and collectively the “Parties”)

Whereas:

- A. The Kaska Nation, which is comprised of a number of First Nations including Dease River First Nation, is an Aboriginal people of Canada with Aboriginal rights and title within a territory in British Columbia, Yukon, and Northwest Territories, including an inherent right of self-government recognized and affirmed under section 35 of the Constitution Act, 1982;
- B. Dease River First Nation, as well as other Kaska First Nations, have Aboriginal Rights and title within the Kaska Ancestral Territory within British Columbia;
- C. The Dease River First Nation and the Province recognise that the Kaska have a unique culture with distinct practices, customs and traditions, and a distinct system of laws and governance;
- D. The Dease River First Nation and the Province agree to work collaboratively on a government-to-government basis without prejudice to their differing views regarding sovereignty, jurisdiction, title, and ownership;
- E. The Province is committed to working towards the implementation of the United Nations Declaration on the Rights of indigenous Peoples (“UNDRIP”) through the *Declaration on the Rights of Indigenous Peoples Act* (“Declaration Act”) 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;
- F. UNDRIP recognises that Indigenous peoples have the right to participate in decision-making in matters which would affect their rights, through representatives chosen by themselves in accordance with their own procedures, as well as to maintain and develop their own indigenous decision-making institutions;
- G. UNDRIP recognises that Indigenous peoples have the right to self-determination. By virtue of that right they freely determine their political status and freely pursue their economic, social, and cultural development;
- H. UNDRIP recognises that Indigenous peoples, in exercising their right to self-determination, have the right to autonomy or self-government in matters relating to their internal and local affairs, as well as ways and means for financing their autonomous functions;
- I. UNDRIP recognises that Indigenous peoples have the right to maintain and strengthen their distinct political, legal, economic, social, and cultural institutions, while retaining their right to participate fully, if they so choose, in the political, economic social, and cultural life of the state;
- J. UNDRIP recognizes the rights of Indigenous peoples to the lands, territories and resources which they have traditionally owned, occupied or otherwise used or acquired;
- K. UNDRIP recognises the right of indigenous peoples to own, use, develop and control the lands, territories and resources that they possess by reason of traditional

ownership or other traditional occupation or use, as well as those which they have otherwise acquired;

- L. UNDRIP recognises that states shall give legal recognition and protection to these lands, territories and resources. Such recognition shall be conducted with due respect to the customs, traditions and land tenure systems of the indigenous peoples concerned;
- M. UNDRIP recognizes the right of Indigenous people to determine their own identity or membership in accordance with their customs and traditions, the right to promote, develop and maintain their institutional structures and to select the membership of their institutions in accordance with their own procedures;
- N. In September 2019, Canada, British Columbia and the First Nations Summit signed the Recognition and Reconciliation of Rights Policy for Treaty Negotiations in British Columbia (“Rights Recognition Policy”) which acknowledges the need to create new nation-to-nation relationships based on the recognition of rights, reconciliation, respect, cooperation and partnership;
- O. In September 2022, the Province, Dease River First Nation as a member of the Kaska Nation and other member Nations of the 3Nations Society entered into the 3Nations-BC Regional Partnership Agreement to strengthen community well-being in the Nations by building and restoring healthy connections amongst the families and communities while strengthening the practices of traditional ways, based on wholistic values that are embedded in culture;
- P. In May 2024, Dease River First Nation and the Province signed the Dease River First Nation Forest & Range Consultation and Revenue Sharing Agreement;
- Q. In June 2024, the Province and Dease River First Nation with Liard First Nation, Ross River Dena Council and Kwadacha Nation signed the Process Agreement for Dene K’eh Kusan and Land Use Planning in the Kaska Ancestral Territory within British Columbia to undertake land use planning within the Kaska Ancestral Territory;
- R. Since September 2020, British Columbia and Dease River First Nation have been engaged through the Placer and Jade Collaborative Working Group (PJCWG) on strategic topics relating to placer gold, and jade mining, and since May 2024 the implementation of the Jade Mining Closure Area (Northwest) Order; and
- S. The Parties agree to focus on Shared Decision-Making respecting lands and natural resources in the DRFN Shared Decision Framework Area and other collaborative arrangements including socio-economic matters.

Therefore, the Parties agree as follows:

1.0 Definitions

1.1 In this Agreement:

“Aboriginal Rights” means aboriginal rights, including aboriginal title, as recognized and affirmed by section 35(1) of the Constitution Act, 1982.

“Agreement” means this Strategic Engagement Agreement including its Appendices;

“Applicant” means any person, corporation, society, entity or agency, including the Province and any agent of the Province that makes or is planning to make an Application;

“Application” means a request for an approval submitted to a Provincial Agency on or after the Effective Date, for an authorization, license or permit that:

- (a) relates to or impacts lands, water and resources within the DRFN Shared Decision Framework Area in British Columbia; and
- (b) proposes activities that may adversely impact Dease River Nation Aboriginal Rights;

and includes the application document, any materials for amendment, renewal or replacement of an existing authorization, license or permit, and all supporting material that is submitted by the Applicant;

“Application Package” or **“AP”** means a package provided to the Dease River Representative which is considered complete once the following information is provided:

- (a) the project or activity name;
- (b) the name of the Applicant;
- (c) relevant tracking numbers;
- (d) the Provincial Agency’s initial assessment of the appropriate Shared Decision Level in consideration of the Spatial Reference Layer;
- (e) where available to the Provincial Agency, relevant background information on the Application and a description of current activities and any known plans associated with the Application;
- (f) where available to the Provincial Agency, comments on or assessments of the Application made by other government agencies;
- (g) a description of the proposed activities and authorizations required;
- (h) either a digital survey plan with a GIS compatible digital file, as available, of the proposed activity or both an overview map (1:250,000) and a site-specific map (1:5,000 to 1:20,000) identifying the location and details of the activity; and

- (i) a contact name, phone number, and email address for the Provincial Agency contact.

“Business Day” means any day other than Saturday, Sunday, National Aboriginal Day, all British Columbia or Canadian statutory holidays, and days where Dease River First Nation offices are closed due to cultural practices;

“Confidential Information” means information identified as and considered to be confidential by the Party providing the information and does not include information that is in the public domain;

“Coordinators” means both the appointed DRFN Coordinator and Provincial Coordinator;

“Cultural Heritage Resource” means an object, a site or the location of a traditional societal practice that is of historical, cultural or archaeological significance to British Columbia, a community or an aboriginal people;

“Dease River First Nation” or **“DRFN”** means part of the collective who possess the Aboriginal Rights of the Kaska Nation;

“Effective Date” means the date in which the last Party signs this Agreement;

“Gu Cha Duga” means, “for the grandchildren” in a Kaska Dena dialect. This name describes areas within the Kaska Ancestral Territory that have a large concentration and diversity of cultural sites, sacred areas and wildlife, and are of current and historical importance to the Kaska Dena in maintaining their way of life;

“Integrated Resource Management Direction” means a coordinated governance approach between the Province and the Dease River First Nation that guides planning, development, and resource management by aligning sectoral policies, programs and stakeholders toward a shared spatial, sociocultural-economic, and ecological vision. It emphasizes cross-sector integration, evidence-based decision-making, and sustainability to ensure that land, natural resources, infrastructure, and human settlements are managed coherently and efficiently across administrative levels.

“Kaska Ancestral Territory” means the geographic area that falls within the Province of British Columbia and is set out in Map 1 of Appendix A;

“DRFN Shared Decision Framework Area” means the geographic area that falls within the Province of British Columbia and is set out in Map 2 of Appendix A

“DRFN Coordinator” means the individual appointed to this role by Dease River First Nation;

“Dease River First Nation Responsible Official” means the official appointed to this role by the Dease River First Nation, including alternates and successors, with such appointment confirmed by resolution Dease River First Nation;

“G2G Forum” means the Government-to-Government Forum that includes at minimum two Dease River First Nation representatives and two Provincial representatives;

“Non-Participatory Provincial Agency” means a provincial ministry, division, branch, agency or office that is not subject to the terms of this Agreement. For greater certainty, the Environmental Assessment Office and BC Energy Regulator are Non-Participatory Provincial Agencies;

“Provincial Agency” means a provincial ministry that is listed in Appendix B, including its divisions, branches, agencies or offices, but excluding any Non-Participatory Provincial Agency. In the case of a reorganization of a Provincial Agency where responsibilities for decisions related to this Agreement are transferred to a Non-Participatory Provincial Agency, the original Provincial Agency and the Non-Participatory Provincial Agency receiving those responsibilities will be presumed to be Provincial Agencies until otherwise identified by the Provincial Responsible Official;

“Provincial Coordinator” means the individual appointed to this role by the Provincial Responsible Official;

“Provincial Responsible Official” means the Regional Executive Director of the North Area of the Ministry of Indigenous Relations and Reconciliation’s Negotiation and Regional Operations Division, or a person with similar authority in another Provincial Agency, including alternates and his or her successors;

“Recommendation” means a proposed course of action resulting from the process described section 7.0. Recommendations can be submitted jointly or separately in the case of non-consensus;

“Representative” means a representative of a Provincial Agency or the Dease River First Nation Lands Department that is identified by each Provincial Agency and Dease River First Nation for the purposes of engagement;

“Response” means information provided, in writing, by the Dease River First Nation to a Provincial Agency which:

- (a) provides a description of the Dease River First Nation Aboriginal Rights that may be potentially impacted and how they may be potentially impacted by the proposed activities;
- (b) may provide an interest-based rationale for how the proposed activities may potentially impact lands, water, or resources in the DRFN Shared Decision Framework Area;
- (c) may provide a Dease River First Nation interpretation of how the proposed activities may conflict with provincial standards, guidelines, land use plans, policy, or legislation & regulations; and
- (d) with respect to the proposed activities, may provide:
 - i. proposed options for addressing (a)-(c); and
 - ii. a request and rationale for further engagement, where an increase in the Shared Decision Level has not previously occurred as a result of applying subsection 1.2(d) of Appendix C;

“Responsible Officials” means the Dease River First Nation Responsible Official and the Provincial Responsible Official;

“Shared Decision” means the outcome of the process described in section 4.0 of this Agreement;

“Shared Decision Framework” means the Shared Decision process as described in Appendix C;

“Shared Decision Level” means the levels assigned to the types of decisions as described in the Shared Decision Matrix of Appendix C;

“Shared Decision Making” means the approach by which the Dease River First Nation and the Province will utilize their respective applicable laws, policies, customs, traditions, or responsibilities to:

- (a) engage in the development and implementation of the Engagement Framework;
- (b) work together to realise shared goals; and
- (c) collaboratively manage the implementation of the Shared Decisions on lands, water and resources through Responses or Recommendations incorporated into Shared Decisions;

“Shared Decision Matrix” means the tool used to assign the appropriate Shared Decision Level as identified in Table 2 of Appendix C;

“Shared Engagement Record” or **“SER”** means the jointly developed record described in section 4.4;

“Spatial Reference Layer” means the map in Appendix D and associated mapping data, which provides guidance to the Dease River First Nation and the Province in determining the appropriate Shared Decision Level required for consideration of proposed activities;

“Special Engagement Process” means the Process set out in Section 9.0; and

“Traditional Knowledge” includes, but is not limited to, Kaska ecological, cultural, geographic, agricultural, scientific, medicinal, biodiversity, and heritage knowledge related to Kaska customs, practices, and traditions that is continuously communicated across generations of Kaska.

1.2 General Interpretation. In this Agreement:

- (a) if a word or phrase is defined, then its other grammatical forms will have a corresponding meaning;
- (b) the singular may include the plural and conversely, where context requires it, and a reference to a gender includes all genders;
- (c) the words “include”, “includes” and “including” are to be read as if followed by the words “without limitation”;

- (d) headings are for convenience only and do not form part of this Agreement nor affect its interpretation; and
 - (e) where a reference is made to the Parties consulting with each other, discussing, working together collaboratively on, or jointly developing any document, plan or thing, or any other similar phrase, the Parties shall work diligently and in good faith to attempt to reach agreement without undue delay, provided that, for greater certainty, the Parties are not required to reach final agreement in respect of such document, plan or thing.
- 1.3 **Appendices.** The following Appendices are attached to and form part of this Agreement:
- (a) Appendix A: Kaska Ancestral Territory and DRFN Shared Decision Framework Area in British Columbia;
 - (b) Appendix B: Provincial Agencies;
 - (c) Appendix C: Engagement Framework;
 - (d) Appendix D: Spatial Reference Layer;
 - (e) Appendix E: Funding and Reporting
 - (f) Appendix F: Jade Protocol; and
 - (g) Appendix G: Council Resolution.

2.0 Purpose

- 2.1 This Agreement is intended to foster and build on a positive and respectful government-to-government relationship that:
- (a) enables the Parties to work creatively and collaboratively towards the full potential of the Declaration Act, the Rights Recognition Policy, and in applying Shared Decision Making;
 - (b) maintains the Shared Decision Framework (Appendix C), with the aim that this framework shall:
 - i. operate efficiently and effectively;
 - ii. enable the Dease River First Nation and the Province to collaboratively manage the implementation of Shared Decisions through Responses or Recommendations;
 - iii. provide for the consideration of all sources of knowledge in decision-making, including Traditional Knowledge;
 - iv. operate in a manner that respects and acknowledges Dease River First Nation Aboriginal Rights;
 - v. support the engagement of the Dease River First Nation on a government-to-government basis by providing capacity for the Dease River First Nation;

- vi. facilitate economic development; and
 - vii. support an Integrated Resource Management Direction approach to lands, water, and resources in the Kaska Ancestral Territory.
- (c) achieves meaningful engagement as a shared understanding of the Dease River First Nation and the Province's respective interests and leads to more informed decisions;
 - (d) creates opportunities for the Dease River First Nation and the Province to collaborate on the facilitation of economic development including the possibility of resource revenue benefit sharing agreements or other similar agreements to be negotiated with Provincial Agencies; and
 - (e) provides the government-to-government structure to engage in a collaborative stepwise approach to negotiations to advance the reconciliation interests of Dease River First Nation and the Province.

3.0 Scope

- 3.1 This Agreement applies to the DRFN Shared Decision Framework Area within the Kaska Ancestral Territory within British Columbia as shown on Map 2 in Appendix A.
- 3.2 For greater certainty, the Dease River First Nation agree that they do not wish to receive any consultation referrals under this Agreement for areas within the Kaska Ancestral Territory that are outside of the DRFN Shared Decision Framework Area.
- 3.3 This Agreement applies to the Provincial Agencies listed in Appendix B that are responsible for Shared Decisions in Appendix C and does not apply to Non-Participatory Provincial Agencies.

4.0 Shared Decision Framework

- 4.1 Provincial Agencies and the Dease River First Nation will engage on any Application being considered under this Agreement through the Shared Decision Framework.
- 4.2 The Shared Decision Framework is composed of:
 - (a) **Engagement Steps.** For proposed activities requiring Consultation Level 1, Level 2 or Level 3 Engagement, Provincial Agencies and Dease River First Nation will follow the steps set out in Table 1 of Appendix C; and
 - (b) **Engagement Timelines.** The number of business days allotted for each Shared Decision Level is as set out in Appendix C.
- 4.3 **Selection of Engagement Process.** A guide for selecting the appropriate Shared Decision Level is provided in the following sections of the Shared Decision Framework:
 - (a) Consultation Level 1, Consultation Level 2 and Consultation Level 3 as set out in Table 2 of Appendix C; and

- (b) Special Engagement as set out in section 4.1 and in Table 2 of Appendix C.
- 4.4 **Shared Engagement Record.** Provincial Agencies and Dease River First Nation may document their information exchanges and communications via a jointly developed Shared Engagement Record, the purpose of which is to document and summarize the process and outcomes of an engagement, including descriptions of:
- (a) information related to the proposed decision;
 - (b) potential impacts on Dease River First Nation Aboriginal Rights;
 - (c) Shared Decision Process selection;
 - (d) Dease River First Nation issues and concerns; and
 - (e) consensus or non-consensus recommendations, as appropriate.
- 4.5 The Dease River First Nation and the Province accept that a Shared Decision has been made when:
- (a) the Parties have followed the appropriate process described in Appendix C; and
 - (b) the Provincial Agency has made a decision in serious consideration of the Recommendation and other available information.
- 4.6 **Importance of Timelines.** The Parties recognize that respect for the timelines outlined in Table 1 of Appendix C demonstrates their commitment to implement the agreement in good faith, and that timelines contribute to the goal of effective collaboration and decision making.
- 4.7 **Timeline Extensions.** Engagement timelines may be extended by mutual agreement at any time. An extension request must be submitted in writing to the other Party with a rationale, and the Party receiving the request will not unreasonably refuse to consent to the extension request.
- 4.8 **Disagreement on Engagement Process.** If a Dease River First Nation Representative disagrees with the Shared Decision Level proposed by the Provincial Agency Representative pursuant to section 4.2(b) of this Engagement Framework, the Dease River First Nation Representative may propose in writing an adjustment to the engagement by one level. The Parties agree that an increase to the Special Engagement level will require the consensus of the Province. Provincial Agency representatives will not unreasonably refuse to consent to proposed adjustment in level, and the Province will provide rationale in writing where it is refusing to consent. If requested by Dease River First Nation, the Parties will meet to discuss.
- 4.9 **No Confirmation of Receipt.** In cases where Dease River First Nation does not confirm receipt of the Application Package in accordance with section 6.1, the Provincial Agency will reasonably attempt to contact the Dease River First Nation Representative for confirmation.

- 4.10 **No Response to Engagement Process Proposal.** If a Dease River First Nation Representative does not respond to a Shared Decision Level proposal within ten (10) business days of electronic transmission by the Provincial Agency, the Shared Decision Level proposed by the Provincial Agency will apply, and 'Proposed Activities Review and Recommendations' period (Step 2 – Table 1 of Appendix C) will commence.
- 4.11 **No Response to Engagement Request.** If a Dease River First Nation Representative does not provide input within specified timelines for the Shared Decision Level, the Provincial Agency may proceed to finalize a SER and make a decision on the Application without further engagement and upon doing so will provide in writing to Dease River First Nation notification of the decision taken and an explanation of how the known interests of Dease River First Nation were taken into account.
- 4.12 **Engagement not Required.** A Dease River First Nation Representative or Dease River First Nation Responsible Official may at any time in the Shared Decision Framework process provide to the Provincial Agency written notification that no further engagement is required. However, where Dease River First Nation provides such notification subject to certain conditions being met by the Province or the Applicant, further engagement pursuant to this Shared Decision Framework is required unless Dease River First Nation conditions are adopted into the final authorizations.
- 4.13 **Jade mining applications.** Engagement will be undertaken in accordance with the Jade Protocol to be agreed upon and attached as Appendix F.
- 4.14 The Dease River First Nation acknowledge that this Agreement will constitute the means by which Provincial Agencies carry out the Province's duty to meaningfully consult and, where appropriate, accommodate the Dease River First Nation with respect to Applications within the scope of this Agreement.

5.0 Provincial Agency Responsibilities

- 5.1 **Proponent Engagement.** At the earliest opportunity, the Provincial Agency Representative will inform Applicants of this Shared Decision Framework and as appropriate, direct or strongly encourage Applicants to undertake Information Sharing prior to submitting an application.
- 5.2 **Application Package.** When the Province is considering a proposed activity, including by way of application, the Provincial Agency Representative will ensure a referral package is provided as an AP to Dease River First Nation in a timely manner that includes, as applicable:
- (a) a cover letter or cover email;
 - (b) a first draft of a SER that contains:
 - i. a description of the type and characteristics of the potential decision, including a brief history, if applicable, and context;
 - ii. the identity and contact information of the Applicant;
 - iii. a description of the location or geographic area that will potentially be affected by the proposed activity if approved;

- iv. a preliminary scoping of any potential impacts that may stem from the proposed activity;
- v. the proposed Shared Decision Level and a supporting rationale for that proposal in accordance with section 4.3; and
- vi. a package of relevant supporting information and material required by the Provincial Agency to be submitted by the Applicant.

5.3 **Joint Engagement Responsibilities.** The Provincial Agency Representative and Dease River First Nation Representative will make reasonable efforts to jointly:

- (a) describe and assess potential impacts associated with the proposed activity, including potential impacts of the proposed activity on Dease River First Nation Aboriginal Rights;
- (b) document in the SER Dease River First Nation concerns and issues related to the proposed activity; and
- (c) in consideration of sections (a) and (b) above, seek to develop consensus recommendations for consideration by the Provincial Decision Maker.

5.4 **Interagency Coordination.** For engagements involving multiple interrelated decisions, a designated Provincial Agency Representative will coordinate communications and function as lead Representative when the Shared Decision Framework process involves more than one Provincial Agency.

5.5 **Sharing of Proposed Activity Information.** The Provincial Agency Representative will ensure that all relevant and available information that is necessary for Dease River First Nation to review potential impacts on Dease River First Nation Aboriginal Rights is provided to Dease River First Nation by the Applicant or the Provincial Agency, except where information sharing is not permitted by law or is restricted by confidentiality obligations.

5.6 **SER Documentation.** Following each engagement discussion or meeting, the Provincial Agency Representative will develop a draft update or proposed final draft of the SER and circulate the draft to the Dease River First Nation Representative for review and input.

5.7 **SER to Provincial Decision Maker.** The Provincial Agency Representative will present to the appropriate Provincial Decision Maker the final SER including the consensus recommendations and, if applicable, any non-consensus recommendations.

5.8 **Decision Notification.** Should an Application be approved by the Province, the Provincial Agency Representative will provide a notice of decision and a digital copy of the authorization to Dease River First Nation, including reasons for decision in circumstances where the decision varies from consensus recommendations or the non-consensus recommendations provided by Dease River First Nation.

6.0 Dease River First Nation Responsibilities

- 6.1 **Confirmation of Receipt.** The Dease River First Nation Representative will confirm receipt of the AP or the pre-engagement notification package in a timely manner, within two (2) business days following electronic transmission of the AP.
- 6.2 **Provide Information.** As early as reasonably possible in the Shared Decision Framework process, the Dease River First Nation Representative will identify with the Provincial Agency:
- (a) any concerns or issues associated with the proposed activity taking into account the considerations in section 6.1;
 - (b) a preliminary summary of any potential impacts upon Dease River First Nation Aboriginal Rights that may stem from the proposed activity; and
 - (c) any additional information that is necessary for review of potential impacts on Dease River First Nation Aboriginal Rights.
- 6.3 **Joint Engagement Responsibilities.** The Dease River First Nation Representative and the Provincial Representative will make reasonable efforts to jointly:
- (a) describe and assess potential impacts associated with the proposed activity, including potential impacts of the proposed activity on Dease River First Nation Aboriginal Rights;
 - (b) document in the SER Dease River First Nation concerns and issues related to the proposed activity; and
 - (c) in consideration of sections (a) and (b) above, seek to develop consensus recommendations for consideration by the Provincial Decision Maker.
- 6.4 **SER Documentation.** The Dease River First Nation Representative will review and contribute to the SER to ensure information; key discussion points and any recommended actions are accurately recorded in working and final drafts of the SER.

7.0 Engagement Recommendations

- 7.1 **Recommendation Considerations.** When reviewing a proposed activity and making recommendations, Provincial Agency and Dease River First Nation Representatives will consider the following as appropriate:
- (a) any applicable respective laws, policies or customs of the Province and Dease River First Nation;
 - (b) consistency with any land use plan, marine use plan, forest stewardship plan or protected area management plan;
 - (c) compatibility with any economic development strategy or plan that has been agreed to by the Parties;

- (d) the potential positive and negative environmental, cultural, cumulative, social and economic effects of the proposed decision;
- (e) any potential adverse effects and impacts on Dease River First Nation Aboriginal Rights stemming from the proposed activity and any measures that may be developed to avoid, mitigate or otherwise address those effects and impacts; and
- (f) the acceptability of such accommodation measures to Dease River First Nation.

7.2 **Content of Recommendations.** The Provincial Agency and Dease River First Nation Representative will develop recommendations with respect to the proposed activity, including any recommended conditions or measures that may avoid, mitigate or otherwise address potential impacts upon Dease River First Nation Aboriginal Rights.

7.3 **Consensus.** Dease River First Nation and Provincial Agency Representatives will make reasonable efforts to reach consensus in their recommendations with the goal of advancing reconciliation. Where consensus recommendations cannot be achieved within the timeframe, the Parties may either:

- (a) agree to extend the timeline for providing recommendations;
- (b) agree to conclude engagement by providing non-consensus recommendations; or
- (c) initiate the Issues Resolution process in accordance with section 8.0.

8.0 Issues Resolution

8.1 **Issues Resolution Process.** If the Representatives are unable to reach agreement on a particular Engagement Issue or recommendation (“Engagement Dispute”), the Representatives may as early as possible during Step 2 of the Shared Decision Framework process:

- (a) Exchange in writing a full description of the Engagement Dispute, together with any respective concerns and interests and the proposed specific actions that could be taken to address the issues; and
- (b) Discuss the written description via meetings or conference calls and attempt to reach agreement on proposed specific actions.

8.2 **No Consensus in Engagement Disputes.** If after following the steps set out in 8.1, the Representatives are unable to reach consensus on an Engagement Dispute, they will forward the written description of the issue to a management-level representative of the applicable Provincial Agency and Dease River First Nation, who will discuss and make reasonable efforts to attempt to resolve the issue(s) and produce a written summary in the SER within ten (10) business days.

8.3 **Unresolved Dispute.** If an Engagement Dispute remains unresolved after completing the steps in section 8.1. And 8.2, the remaining points of dispute must be documented

in the SER and the Provincial Decision Maker may proceed to make a decision and upon doing so will provide in writing to Dease River First Nation notification of the decision taken and how the views of Dease River First Nation were addressed.

9.0 Special Engagement

- 9.1 **Applicability.** Either Party may request a Special Engagement Process where:
- (a) the proposed activity is associated with a project that requires multiple interrelated decisions on Applications, one of which is a Level 3 or higher, and another of which is a Level 2 or higher in the activity table;
 - (b) review of the proposed activity is associated with a higher-level decision on an Application that will require collaborative planning and consideration and development of extensive existing and new information; or
 - (c) engagement requires a customized process that, as appropriate, is either more streamlined or more comprehensive than is provided for under standard types of Engagement.
- 9.2 **Use of Table 2 in Appendix C.** A list of decisions typically requiring a Special Engagement process are listed in Table 2 of Appendix C.
- 9.3 **Investigative Use Permits Exempt.** For clarity, Investigative Use Permits do not require a Special Engagement process.
- 9.4 **Mines Process.** If the Chief Permitting Officer establishes an advisory committee or regional advisory committee under section 9 of the Mines Act in the DRFN Shared Decision Framework Area, Dease River First Nation will reasonably participate in those committees to obtain information on related proposed activities.
- 9.5 **Terms of Reference for Special Engagement Process.** Where a Special Engagement process is applied in accordance with section 9.1, the Parties will work to jointly develop, within forty-five (45) business days, a separate terms of reference through which relevant Provincial Agencies and Dease River First Nation will conduct engagement.
- 9.6 **If No Process is Established.** If the relevant Provincial Agencies and Dease River First Nation cannot agree to Special Engagement or terms of reference for a Special Engagement process within forty-five (45) as set out above in 4.5, the Provincial Agencies or Dease River First Nation may request use of the Issues Resolution Process described in section 8.0. If the dispute cannot be resolved and an agreed to process cannot be established within ten (10) business days of initiating the Issues Resolution Process, the Provincial Agency will consult with Dease River First Nation on the basis of the Province's consultation procedures in effect at the time and the applicable case law respecting consultation obligations. For greater certainty, such consultation will be equivalent to or more than the level of engagement for Consultation Level 3 as set out in Appendix C.

10.0 Government to Government Forum and Working Groups

- 10.1 The Dease River First Nation and the Province will establish a Government-to-Government Forum (the “Forum”) that will guide the implementation of this Agreement.
- 10.2 The Dease River First Nation and the Province may create other working groups to examine issues related to natural resources that are outside of the scope of the Shared Decision Framework. Where possible, the Parties will work together to seek external sources of funding to support working group activities. Unless otherwise agreed, each Party shall bear its own costs for participating in these working groups.

11.0 Roles and Responsibilities

11.1 The Responsible Officials will:

- (a) appoint a coordinator from their respective Parties;
- (b) approve amendments consistent with section 20.0 of this Agreement;
- (c) administer the dispute resolution process consistent with section 21.0 of this Agreement;
- (d) undertake other responsibilities to assist in the implementation of this Agreement;
- (e) in the case of the reorganization of a Participatory Agency into a new ministry, the Provincial Responsible Official will, as soon as is practicable, notify the Dease River First Nation Responsible Official whether that ministry is to be considered a Provincial Agency under this Agreement, and will amend this agreement, if necessary;
- (f) engage with Non-Participatory Provincial Agencies as described in section 14.0 of this Agreement; and
- (g) ensure the funding and reporting requirements as described in section 18.0 of this Agreement are achieved.

11.2 The Dease River First Nation Coordinator, with the support of the Provincial Coordinator, will:

- (a) for the purposes of determining Business Days, annually prepare a schedule of dates when the Dease River First Nation offices will be closed;
- (b) notify the Forum as soon as practicable when non-scheduled closures occur;
- (c) discuss and record in writing Confidential Information requirements as described in section 15.0 of this Agreement; and
- (d) provide advice and guidance with regards to the implementation of the Shared Decision Framework in Appendix C.

12.0 Existing and Other Land, Water, and Resource Agreements

- 12.1 The Dease River First Nation and the Province will account for the outcomes of the Process Agreement for Dene K'éh Kusan and Land Use Planning in the Kaska Ancestral Territory within British Columbia as appropriate in shared decision-making processes.
- 12.2 For greater certainty, the Parties will consider the Dease Liard Land Use Plan, as updated from time to time, and as appropriate in conducting their work under the Shared Decision Framework.

13.0 Linkages to Reconciliation

- 13.1 The Parties agree to take an incremental approach to negotiations as demonstrated by the implementation of this Agreement.
- 13.2 The Parties acknowledge that, in order to maximize their effectiveness, reconciliation negotiations require the participation of Canada, and both Parties will work to engage Canada's participation.
- 13.3 Notwithstanding Section 13.2, the Parties will, in the absence of Canada's participation, continue to engage in bilateral discussions to achieve the purposes of this Agreement.

14.0 Non-Participatory Provincial Agencies

- 14.1 The Parties acknowledge that Non-Participatory Provincial Agencies have consultation processes that are outside of this Agreement, and this Agreement does not create, alter or diminish their consultation or accommodation obligations.
- 14.2 The Parties further acknowledge that where Non-Participatory Provincial Agencies do not have defined consultation processes in place, consultation by those Non-Participatory Provincial Agencies will be governed by the common law duty to consult.
- 14.3 With respect to a proposed initiative or resource development project that has the potential to have impacts on Dease River First Nation Aboriginal Rights, the Responsible Official will inform the other Responsible Official on becoming aware of any regulatory or consultation process initiated by a Non-Participatory Provincial Agency.
- 14.4 The Responsible Officials will meet to discuss the proposal identified in subsection 14.3 and may agree to invite representatives of the Non-Participatory Provincial Agency to meet to introduce the proposal.
- 14.5 Where a Non-Participatory Provincial Agency chooses to meet with the Responsible Officials under subsection 14.4 of this Agreement and that agency chooses to engage with the Dease River First Nation using the Engagement Framework, the Responsible Officials will work with that agency to co-ordinate a process for engagement.
- 14.6 Where a Non-Participatory Provincial Agency chooses not to meet with the Responsible Officials under subsection 14.4 of this Agreement, the Parties

acknowledge that the Non-Participatory Provincial Agencies consultation processes that are outside of this Agreement will continue.

- 14.7 Upon a written request of a Non-Participatory Provincial Agency, the Parties may negotiate an amendment to this Agreement to enable the Non-Participatory Provincial Agency to become a signatory to this Agreement.

15.0 Information Sharing and Confidentiality

- 15.1 The Parties seek to support Shared Decision Making in the Kaska Ancestral Territory by sharing relevant knowledge and information to the extent permitted by law.

- 15.2 When the DRFN Coordinator shares information with the Responsible Officials for the purposes of this Agreement and that information is identified in writing as Confidential Information, the Responsible Officials or delegates will discuss and record in writing:

- (a) the permitted and prohibited uses, security, level of sensitivity and interpretation of such information;
- (b) the terms, if any, under which it may be reproduced or shared in whole or in part with another party or parties, including any requirements for the Province to disclose it under law; and
- (c) a Recommendation to be provided to the head of a public body if a request for access to that Confidential Information is received under the *Freedom of Information and Protection of Privacy Act*.

- 15.3 The Parties acknowledge that when the Dease River First Nation shares information it specifically identifies to the Province as Traditional Knowledge, and further identifies the Traditional Knowledge as Confidential Information, such information's subsequent disclosure to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:

- (a) be reasonably expected to harm the relations between the Province and the Dease River First Nation as an Indigenous government, or
- (b) result in damage to or interfere with the conservation of:
 - i. cultural sites and sacred sites;
 - ii. fossil sites, natural sites or sites that have an anthropological or heritage value;
 - iii. an endangered, threatened, or vulnerable species, subspecies or race of plants, vertebrates, or invertebrates; or
 - iv. any other rare or endangered living resources;

and as such, a head of a public body (as defined in the *Freedom of Information and Protection Privacy Act*) will reasonably exercise his or her discretion to either sever the Confidential Information or disclose the Confidential Information under the authority set out in the *Freedom of Information and Protection of Privacy Act*.

- 15.4 When the Province shares information with the Dease River First Nation for the purposes of this Agreement and that information is identified in writing as Confidential Information:
- (a) the Provincial Agency will forward the information to the Responsible Officials;
 - (b) the Responsible Officials, or delegates, will discuss and record in writing:
 - i. the use, security, level of sensitivity and interpretation of such information; and
 - ii. the terms under which it may be reproduced or shared in whole or in part with any other party; and
 - (c) Dease River First Nation will not disclose such information to any other party unless required by law.
- 15.5 The Parties acknowledge that information received by the Province from Dease River First Nation, including Confidential Information, must be held, transferred, archived and disposed of in accordance with sections 10 and 11 of the *Information Management Act*, S.B.C. 2015, c. 27.
- 15.6 The Parties acknowledge that any Traditional Knowledge shared is non-exhaustive of the cultural, social, economic, or conservation interests in the entirety of the Kaska Ancestral Territory and that no sharing of relevant knowledge or information by the Dease River First Nation will be interpreted to be excluding the possibility that other areas within the Kaska Ancestral Territory, and their importance and value to the Dease River First Nation, are also informed by Traditional Knowledge.

16.0 Other First Nations

- 16.1 Nothing in this Agreement prevents Dease River First Nation from engaging in discussions with neighbouring First Nations to inform the deliberations with the Province with regard to lands, water and resources.
- 16.2 The Province has a duty to consult with First Nations. The Province will support the Dease River First Nation through this Agreement and will continue to consult with other First Nations as appropriate.
- 16.3 At the request of another Kaska First Nation, the Parties may negotiate an amendment to this Agreement to enable that First Nation to become a signatory to this Agreement.

17.0 Resource Revenue and Benefit Sharing

- 17.1 The Parties agree that resource revenue sharing is a priority, and where supported by mandates and policies, the Dease River First Nation and the Province will identify and make reasonable efforts to negotiate socio-economic opportunities or resource revenue sharing agreements, or both, for resource development activities occurring within Kaska Ancestral Territory. These agreements may include:
- (a) forest and range agreements;

- (b) oil and gas agreements;
- (c) mining agreements;
- (d) a carbon offset agreement;
- (e) enhanced opportunities to acquire commercial recreation tenures both within and outside Conservancies, Parks and Protected Areas;
- (f) energy assessments;
- (g) water use and rights agreements; and
- (h) interim or pre-treaty agreements that move Kaska and the Province towards a treaty settlement or long-term settlement.

18.0 Capacity Funding Payment

18.1 Within thirty (30) days of the Effective Date of this Agreement, the Province will, in accordance with section 1.0 of Appendix E, provide the Dease River First Nation with an amount not to exceed \$185,000.00 for the purpose of:

- (a) facilitating engagement between the Provincial Agencies and Dease River First Nation in accordance with the Shared Decision Framework;
- (b) receiving Applications responding to the Province in accordance with the Agreement;
- (c) providing reports to the Province as required under subsection 2.1 of Appendix E;
- (d) Government to Government Forum engagement and discussions.

18.2 On or before July 30, 2026 or as soon as practicable upon receiving the report set out in Appendix E subsection 2.2 the Province will, in accordance with section 1.0 of Appendix E, provide the Dease River First Nation with an amount not to exceed \$185,000.00 for the purpose set out under section 18.1 (a) through (d).

18.3 The Dease River First Nation will not submit permit-based fee-for-service requests to Applicants associated with Provincial Agencies or to Provincial Agencies.

18.4 Funding provided under section 18.0 of this Agreement is not intended to support Non-Participatory Provincial Agency processes for consultation and accommodation with the Dease River First Nation, except for those processes described in subsections 14.4 and 14.5 of this Agreement.

19.0 Implementation and Evaluation

19.1 Should the position of Responsible Official for Dease River First Nation or the Province be vacated, that Party must ensure that another is appointed within twenty (20) Business Days.

19.2 The Responsible Officials will, within 6 months of the Effective Date, consider how to assess the effectiveness of the Shared Decision Framework, including how often such assessment will occur, how the results of the assessment will be reported on and the adequacy of funding support.

20.0 Amendment

20.1 The Parties view this Agreement as an adaptive document which may be amended by consent of the Parties to take full advantage of emerging legislative or policy opportunities.

20.2 Except in the case of proposed amendments of a significant nature referred to subsection 20.3 of this Agreement, the process for amending this Agreement is as follows:

- (a) the Responsible Officials must exchange any proposed amendment to this Agreement in writing;
- (b) the Responsible Officials will inform the Government-to-Government Forum of the proposed amendment;
- (c) the Responsible Officials may agree to amend this Agreement in writing.

20.3 A proposed amendment will be considered to be of a significant nature if it includes potential changes to any of the following:

- (a) the Parties;
- (b) the Kaska Ancestral Territory or DRFN Shared Decision Framework Area as depicted in Appendix A;
- (c) section 18.0 (Funding and Reporting) of this Agreement;
- (d) section 22.0 (Term and Termination) of this Agreement;
- (e) section 23.0 (General Provisions) of this Agreement; and
- (f) other matters that the Responsible Officials agree are of a significant nature.

and are subject to the amendment process set out in subsection 20.4 of this Agreement.

20.4 The amendment process for a significant amendment described in subsection 20.3 of this Agreement is as follows:

- (a) the Responsible Officials must jointly develop a proposed amendment;
- (b) the Provincial Responsible Official must present the proposed amendment to the Minister of Indigenous Relations and Reconciliation, and the Dease River Responsible Official must present the proposed amendment to the Chief of Dease River First Nation;

- (c) the Minister of Indigenous Relations and Reconciliation, on behalf of the Province, and each Chief, on behalf their Dease River First Nation Government, may agree to the proposed amendment in writing, on behalf of their respective Parties.

21.0 Dispute Resolution

- 21.1 This section applies to disputes arising out of the implementation or interpretation of this Agreement and for greater certainty does not apply to an Engagement Dispute.
- 21.2 Dease River First Nation and the Province recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and they will endeavour to resolve such differences in a manner that fosters an improved, ongoing and respectful government-to-government relationship.
- 21.3 If the Dease River First Nation and the Province are unable to reach an agreement or resolve a dispute respecting the implementation or interpretation of this Agreement, either Party may forward the issue to both Responsible Officials for direction or assistance.
- 21.4 If an issue for dispute resolution has been forwarded to both Responsible Officials, the Responsible Officials will either redirect or recommend another form of dispute resolution within ten (10) Business Days of receiving the issue, or will take responsibility for the resolution of the dispute, which shall be resolved in a timely fashion.
- 21.5 Any costs incurred through dispute resolution will be shared equally by the Dease River First Nation and the Province.

22.0 Term and Termination

- 22.1 This Agreement takes effect on the Effective Date of this Agreement.
- 22.2 The term of this Agreement ends on March 31, 2027.
- 22.3 Upon signing this Agreement, the parties will begin to seek mandates to negotiate and attempt to reach agreement on a government-to-government agreement to replaces this Agreement before the expiry of the term of this Agreement.
- 22.4 Either the Dease River First Nation or the Province may terminate this Agreement by giving the other Party at least 60 Business Days advance written notice of the intent to terminate this Agreement, the date of termination, and the reasons for terminating this Agreement.
- 22.5 In the event this Agreement is terminated:
 - (a) the Provincial Responsible Official will inform the Provincial Agencies that the Shared Decision Framework ceases as of the date of termination and from that time forward cannot be relied upon to fulfil the Province's obligation to consult with Dease River First Nation; and

- (b) subsections 15.2, 15.3 and 15.4 of this Agreement relating to Confidentiality and Freedom of Information survive the termination of this Agreement.

22.6 If Dease River First Nation or the Province terminates this Agreement, Dease River First Nation will pay to the Province any and all unspent funds provided by the Province under this Agreement.

22.7 If Dease River First Nation or the Province terminates this Agreement, the Parties agree that the common law duty to consult and accommodate applies in an unprejudiced manner.

23.0 General Provisions

23.1 **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect of the subject matter of this Agreement.

23.2 **Assignment.** Unless the Parties otherwise agree, this Agreement and any rights or obligations under this Agreement may not be assigned, in whole or in part.

23.3 **Survival.** Section 15.3 and 15.4; and Appendix E subsection 2.3; will survive termination of this Agreement, unless the Parties expressly terminate or modify the obligations described in these provisions through a subsequent written agreement.

23.4 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

23.5 **No Admissions.** Nothing in this Agreement will be construed as:

- (a) an admission of the validity of, or any fact or liability in relation to, any claims by either Party; and
- (b) in any way limiting the position the Parties may take in any proceeding or in any discussion or negotiation between the Parties.

23.6 **Not a Treaty.** The Parties agree that this Agreement does not:

- (a) constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the Constitution Act, 1982; and
- (b) define, limit, amend, abrogate or derogate from any of Dease River First Nation Aboriginal Rights.

23.7 **Conditions Precedent to Payments.** Notwithstanding any other provisions of this Agreement, the amount of any payment by the Province to Dease River First Nation under the terms of this Agreement is subject to:

- (a) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited any expenditure under any appropriation necessary to make such payment; and

- (b) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year when any payment of money by the Province to Dease River First Nation falls due pursuant to this Agreement, to make that payment.

23.8 **Amendment.** This Agreement may only be amended by agreement in writing.

23.9 **No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise of any decision-making authority of Dease River First Nation or the Province.

23.10 **Future Negotiations.** Nothing in this Agreement shall prejudice or adversely affect the position of any Party in any future negotiations.

23.11 **Execution in Counterpart.** This Agreement may be executed in counterparts and by email, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.

24.0 Notice

24.1 Where in this Agreement any notice is required to be given by any of the Parties, it will be made in writing and it will be effectively given by electronic mail (email) to the email address of the individual identified by each Party to receive email notices under this Agreement, on the date the email is sent.

24.2 The address and email addresses of the Parties are as follows:

Dease River First Nation:

chief@drfnkaska.ca

PO Box 79, Good Hope Lake BC, V0C 2Z0

The Province:

Regional Director, Omineca

Ministry of Indigenous Relations and Reconciliation

Ian.Hollingshead@gov.bc.ca

Box 9100 Stn Prov Govt Victoria BC V8W 9B1

25.0 Representations and Warranties

25.1 The Province represents and warrants to the Dease River First Nation that it has the authority to enter into this Agreement and to carry out its obligations in accordance with the terms of this Agreement and this Agreement is a valid and binding obligation of the Province.


25.2 Dease River First Nation has provided a true or certified copy of a Band Council Resolution approving this Agreement. This Band Council Resolution is included in Appendix I and forms part of this Agreement.

26.0 Signatures


26.1 This agreement may be entered into by each Party signing a separate copy of this agreement (including a photocopy or facsimile copy) and delivering it to the other Party by electronic transmission.

Signed on this 31 day of 2026 2026

ON BEHALF OF DEASE RIVER FIRST NATION, as represented by:




Chief Myles Manygreyhorses
Dease River First Nation



Witness

Signed on this 31 day of March 2026 ON BEHALF OF HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by:

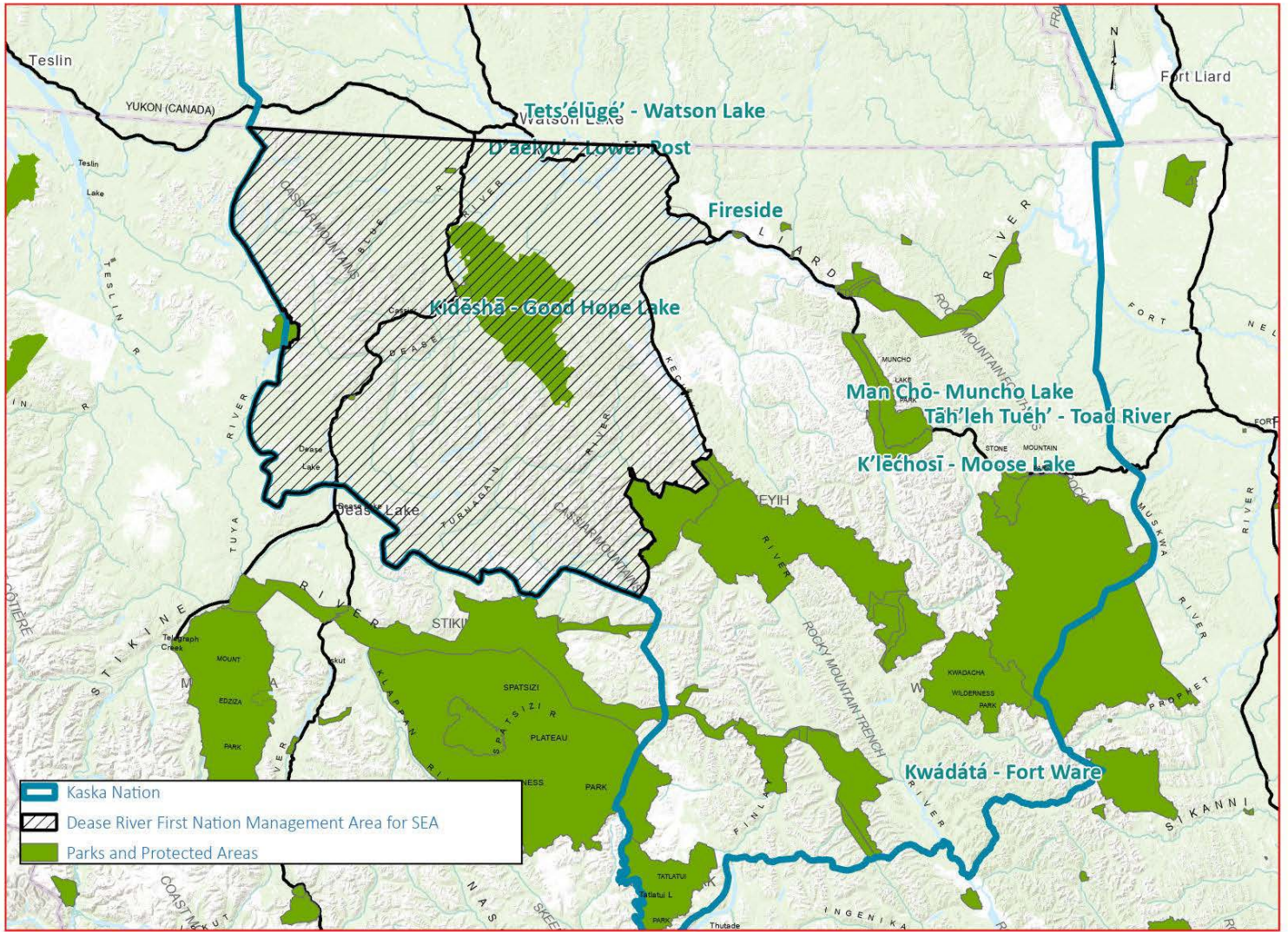


Honourable Spencer Chandra Herbert
Minister of Indigenous Relations and Reconciliation

Witness

MAP 2: DRFN SHARED DECISION FRAMEWORK AREA

DRFN Shared Decision Framework Area means the Dease River First Nation Management Area for SEA, described in the map legend below:



Appendix B: Provincial Agencies

The following Provincial Agencies, that have statutory authority with respect to land and resource matters on behalf of the Province, are subject to the terms and conditions of this Agreement:

- (a) Ministry of Agriculture and Food;
- (b) Ministry of Mining and Critical Minerals;
- (c) Ministry of Environment and Parks;
- (d) Ministry of Energy and Climate Solutions;
- (e) Ministry of Forests; and
- (f) Ministry of Water, Land and Resource Stewardship;

Appendix C: Engagement Framework: Process, Steps, Activities and Timelines by Consultation Level

1.0 Table 1: Consultation Level 1, 2 and 3 Engagement Steps, Activities and Timelines

Process Step	Activities	Business Days for Consultation Level 1, 2, 3		
		L1	L2	L3
Pre-Engagement by Applicant (where applicable)	The Provincial Agency Representative will, as appropriate, direct or strongly encourage Applicants to undertake Information Sharing in accordance with section 5.1. If a letter of support or non-opposition accompanies the application as per section 4.12, Engagement is not required. Otherwise, the Provincial Agency Representative will prepare an Application Package (AP) per section 5.2.	Not Applicable		
Step 1 Initiation	The Provincial Agency Representative will send the AP to Dease River First Nation in accordance with section 5.2. The proposed Shared Decision Level should be determined by using the guide provided in Table 2. The Dease River First Nation Representative will confirm receipt of the AP in accordance with section 6.1. Next, the Dease River First Nation Representative will respond to the Shared Decision Level proposal in accordance with 6.2.	5	10	10
Step 2 Proposed Activity Review and Recommendation	The Representatives will continue to share information and engage via discussions, meetings and other communications to: <ul style="list-style-type: none"> • Fulfill their joint and respective Engagement responsibilities in accordance with sections 4, 5, and 6 and; • Develop Recommendations, as described in section 7.2; • If required, initiate any Issue Resolution processes in accordance with section 8. 	10	25	50
Step 3 Conclusion	The Representatives will jointly finalize the SER. If required, the Representatives will conclude any Issue Resolution steps in section 8. Unless there are outstanding steps required as per section 8, the Representatives will submit the final SER to the Provincial Decision Maker.	5	5	5

Step 4 Dispute Resolution (where applicable)	If required, the Representatives and any applicable Responsible Officials will undertake Issues Resolution steps in accordance with section 8. The Representatives will submit the final SER to the Provincial Decision Maker in accordance with sections 5.7.	0	10	10
	Total Number of Business Days	20	40-50	65-75

1.1 MCM Business days for consultation levels is as set out under the heading Ministry of Mines and Critical Minerals in Table 2 below.

2.0 Modifier to Decision Level

- 2.1 Applications within the area of overlap between the DRFN Shared Decision Framework Area and Kwadacha Nation, in recognition of the long-standing relationship between Kwadacha Nation and the Kaska Dena, will be modified down one level.
- 2.2 Applications overlapping with the Kaska Spatial Reference layer will be provided an additional ten (10) business days in the applicable Shared Decision Level.

3.0 Engagement Framework: Provincial Activity by Statute and by Consultation Level

Table 2: Shared Decision Level Selection Guide for Consultation Level 1, 2 and 3, and Special Engagement

Program Themes	Engagement Level-1 (Consultation Level 1) Information Sharing	Engagement Level-2 (Consultation Level 2) <i>Standard Consultation</i>	Engagement Level-3 (Consultation Level 3) <i>Deep Consultation</i>	<i>Extensive Consultation Process</i>
	<p>Applies in cases where reasonable Information Sharing has occurred prior to submission of a proposed activity, there has been a reasonable amount of time for review of such information, and Dease River First Nation’s concerns related to impacts to its Aboriginal Rights stemming from the proposed activity have been resolved to the satisfaction of the Provincial Decision Maker.</p> <p>And/or includes applications for minor amendments to existing tenures; small scale operational level plans and permits; temporary and/or small structures; short-term activities; investigative permits; authorizations related to access.</p>	<p>Typically includes applications for tenures for new mid-scale operational activities; major amendments to existing tenures; mid-scale industrial activities; mid-scale non-temporary structures; or activities associated with landscape level planning.</p>	<p>Decisions that are strategic in nature; can be administrative; associated with significant new developments or multi-permit projects; expected to result in significant site disturbance; tenures for major operational activities; associated with regional scale planning; or that may have large, permanent impacts.</p>	<p>Refer to section 9.0 of this agreement regarding applicability of a Special Engagement Process.</p>
MINISTRY OF FORESTS				

FORESTS: Forest Act and Forest and Range Practices Act - PRPA	<ul style="list-style-type: none"> ▪ Forestry Road and Cutting Permits where Information Sharing has occurred. ▪ Forestry Licence to cut (Maximum 2000 m3) 	<ul style="list-style-type: none"> ▪ Forestry Road and Cutting Permits where reasonable efforts to conduct Information Sharing have not occurred. ▪ Replacements or extensions of Forestry tenures/licences, special use permits, FSPs ▪ Amendments to licences 	<ul style="list-style-type: none"> ▪ New and Major Amendments to Forest Stewardship Plans ▪ New Forestry Special Use Permits ▪ Forestry Licence to cut (major) 	<ul style="list-style-type: none"> ▪ Timber Supply Analysis and Allowable Annual Cut Determinations
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		<ul style="list-style-type: none"> ▪ Recreation sites & trails decisions 		
ARCHAEOLOGY: Heritage Conservation Act	<p>Section 12. investigation and inspection permits:</p> <ul style="list-style-type: none"> ▪ Section 12(1) Automatic protection ▪ Section 12(2) Inspection, Investigation permits 	<ul style="list-style-type: none"> ▪ Section 12(4) site alteration permits ▪ Section 12(3) Ministerial Orders ▪ Section 11.1 Heritage Property designation on Crown land 		

Ministry of Water, Land and Resource Stewardship

LANDS: Lands Act & Ministry of Lands, Parks and Housing Act	<ul style="list-style-type: none"> ▪ Licence of Occupation associated with forestry operations or forestry tenures where Information Sharing has occurred. ▪ Investigative use permits with negligible physical impact. ▪ Replacements of tenure (including aquaculture tenures), permits or certificates where requested 	<ul style="list-style-type: none"> ▪ Investigative Use Permits where there is ground or water disturbance. ▪ Agriculture decisions ▪ Interpretive sites, recreation sites and recreation trails ▪ Land Act authorizations for small site permits - campsites, storage sites, helipads 	<ul style="list-style-type: none"> ▪ New Tourism Resorts (including fishing lodges), or significant expansion of existing resorts. ▪ Crown Land Sales ▪ New permanent infrastructure ▪ New Aquaculture Tenures 	<ul style="list-style-type: none"> ▪ New Land Use Orders and Major Amendments
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<p>WATER: <i>Water Sustainability Act & Dike Maintenance Act</i></p>	<ul style="list-style-type: none"> ▪ New Water licences² ; domestic >1234m³/yr., power purposes (residential) and agriculture less than 5-acre feet - unless works constitute a ‘change in and about a stream. ▪ Water licence amendment; change in base flow requirements. ▪ Section 24 – Permit over Crown Land. ▪ Section 10 use approval when FN holds a water licence downstream of application site. ▪ Section 62 – drilling authorization ▪ Section 31 – abandonment of water rights involving works on 	<ul style="list-style-type: none"> ▪ Any contemplated decision/proposal that would result in a ‘change in and about a stream⁴. ▪ New Dikes, major dike repairs/reconstruction (Dike Maintenance Act). ▪ New Water licences – agriculture greater than 5-acre feet (6,167 m³), industrial & commercial less than 5-acre feet and land improvement. ▪ Section 11 – Change Approval <p>⁴Refers to the Water Act: http://www.bclaws.ca/civix/document/id/complete/stat/reg/96483_01</p>	<ul style="list-style-type: none"> ▪ New Water licences for mine operations; water works (local community drinking water); storage (dams); power purposes (commercial and general (section 19(2)), all other industrial and commercial greater than 5-acre feet. 	<ul style="list-style-type: none"> ▪ Water Sustainability Plan
	<p>Crown Land or storage</p> <ul style="list-style-type: none"> ▪ ²Water licence application sourced from an aquifer or a stream as defined by the Water Sustainability Act. 			
<p>FISH & WILDLIFE: <i>Wildlife Act</i></p>	<ul style="list-style-type: none"> ▪ Changes to hunting regulations that apply to Dease River First Nation hunters (e.g., public health and safety) ▪ Wildlife transporter licences and management plans 	<ul style="list-style-type: none"> ▪ Possession of life wildlife – new long term care facilities (e.g., zoo, rehabilitation center) ▪ High disturbance fish and wildlife projects (e.g., collaring, wildlife transplants) ▪ Disposition of new guide territory certificate 		
<p>FISH & SEAFOOD <i>Land Act</i></p>	<ul style="list-style-type: none"> ▪ Replacements of aquaculture tenures 	<ul style="list-style-type: none"> ▪ FSA aquatic plant decision 	<ul style="list-style-type: none"> ▪ New Aquaculture Tenures 	

MARINE PLANT HARVESTING: BC Fish and Seafood Act		<ul style="list-style-type: none"> ▪ Wild Aquatic Plant Harvesting licences. ▪ Aquatic Plant Culture licences 		
MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE STRATEGY				
Environmental Management Act	<ul style="list-style-type: none"> ▪ Hazardous waste facility approval on private land ▪ Waste discharge regulation schedule 2 activities – all sizes on private land, and small on Crown Land ▪ Waste discharge regulation schedule 1 activities – small ▪ Operational certificates if Dease River First Nation has no outstanding concerns with the plan 	<ul style="list-style-type: none"> ▪ Hazardous Waste facility approval on Crown Land under EA threshold ▪ Waste Discharge Regulation Schedule 2 activities – large on Crown Land ▪ Waste Discharge Regulation Schedule 1 activities³ – large ▪ Operational certificates if outstanding Dease River First Nation concerns with the plan <p>³Refers to the Waste Discharge Regulation of the Environmental Management Act. Can be viewed online at: http://www.bclaws.ca/Recon/document/id/freeside/50_320_2004</p>	<ul style="list-style-type: none"> ▪ Hazardous Waste facility approvals on Crown Land exceeding the major projects threshold under the EA. ▪ Solid and Liquid Waste Management Plans 	

<p>Integrated Pest Management Act</p>	<ul style="list-style-type: none"> ▪ Operational certificates if Dease River First Nation has no outstanding concerns with the plan 	<ul style="list-style-type: none"> ▪ Five-year Forest Pest Management plans (vegetation management / insect outbreaks) ▪ Vegetation Management of Rights-of-Ways with public access ▪ Operational certificates if outstanding Dease River First Nation concerns with the plan 		
<p>PARKS & PROTECTED AREAS:</p> <p><i>Parks Act & Protected Areas of British Columbia Act</i></p>	<ul style="list-style-type: none"> ▪ Park Use Permit Replacements with no changes 	<ul style="list-style-type: none"> ▪ Interpretive sites, recreation sites and recreation trails ▪ Land Act and Park Act authorizations for small site permits - campsites, storage sites, helipads. ▪ New Adventure Tourism tenures ▪ Park Use Permits that are compatible with applicable Park Management Plans 	<ul style="list-style-type: none"> ▪ New Tourism Resorts (including fishing lodges), or significant expansion of existing resorts 	

MINISTRY OF MINES and CRITICAL MINERALS

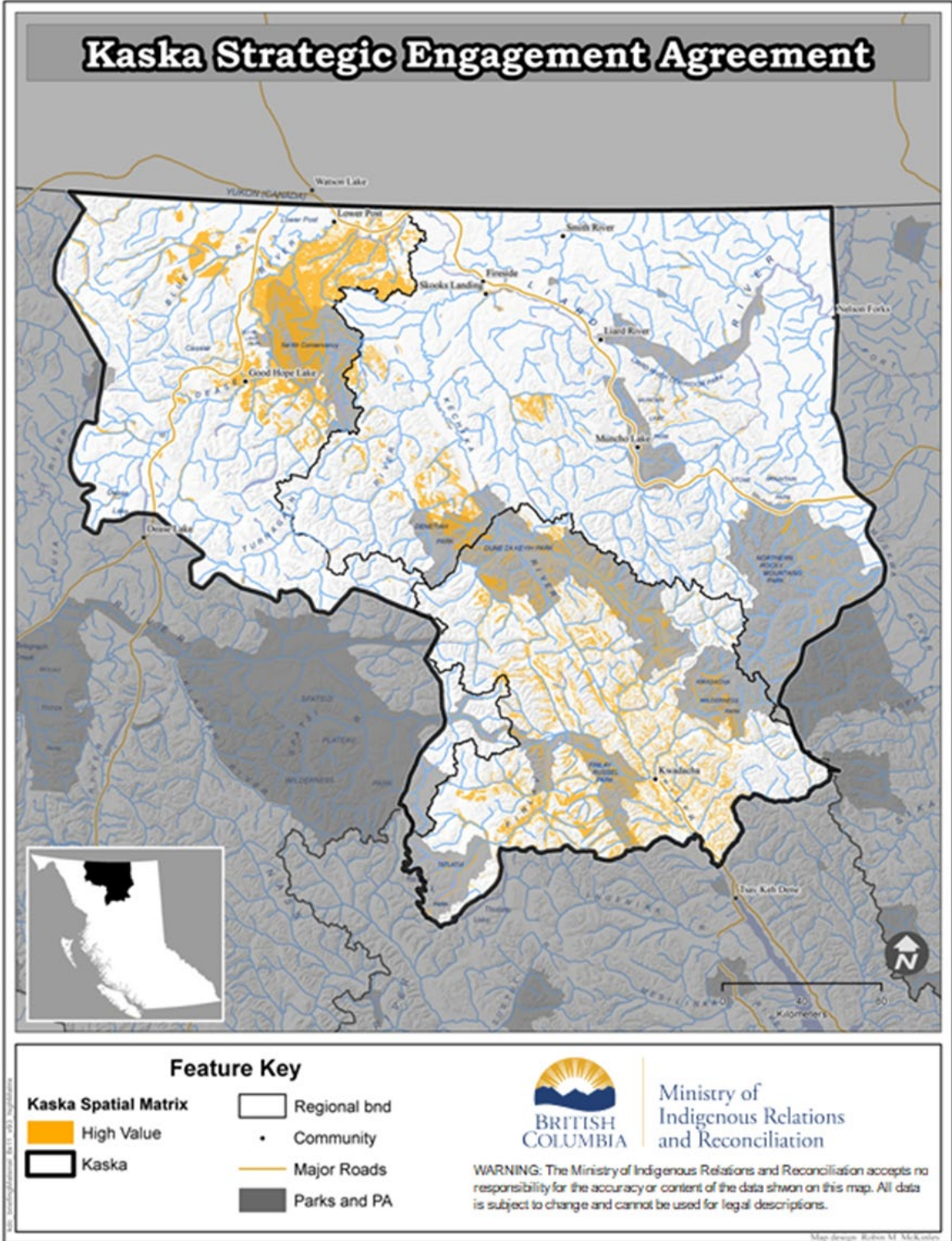
<p>MINES & MINERAL EXPLORATIONS:</p> <p>Mines Act, Mineral Tenure Act Coal Act</p>	<p>Admin/Existing (10 business days)</p> <ul style="list-style-type: none"> ▪ Extending the term of a permit by up to 2 years ▪ Conducting induced polarization (IP) surveys where an exploration permit is already held. ▪ IP surveys and exploration drilling in the area permitted for disturbance of an operating, producing mine, including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence). ▪ Activities with no new ground disturbance or effect on DRFN uses 	<p>Normal Engagement (20 business days)</p> <ul style="list-style-type: none"> ▪ Activities with small new ground disturbance or effect on the uses, including exploration activities – temporary work camps (including constructed pads), drilling, trenching or test pitting with or without explosives, including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence, etc.) and excluding temporary work camps and helicopter-supported drilling ▪ Reopening of existing roads or trails (roads that have been used within 15 years) within or to the mineral property, or <1km of new exploration access 	<p>Deep Engagement (30 business days)</p> <ul style="list-style-type: none"> ▪ Activities with potential for larger new ground disturbance or effects on other uses, including new permanent or long-term access development associated with advanced exploration with less than 5km in length including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence, etc). ▪ Mineral exploration with more than 25 new drill sites (potentially larger than 15m x 15m each), trenching etc., but between 2ha to 10ha total new disturbance) ▪ Placer production with footprint between 0.5ha and 2ha total new disturbance ▪ Construction aggregate not on fee simple land with footprint between 5ha and 10ha total new disturbance. ▪ Bulk sample less than 1,000 tonnes of mineralized rock. Or 5,000 tonnes of coal 	<p>Extended Deep Engagement (40 business days)</p> <ul style="list-style-type: none"> ▪ Activities with potential for very large new disturbance or effect on other DRFN uses. ▪ Bulk samples greater than 1,000 tonnes of mineralized rock or 5,000 tonnes of coal ▪ Mineral development >10ha new disturbance. ▪ Placer production with footprint >2ha. ▪ Construction aggregate on Crown land (>10ha) ▪ New dimension stone quarries >5ha new disturbance
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	<ul style="list-style-type: none"> ▪ Mineral exploration, small-scale placer testing or construction aggregate on previously disturbed or private land ▪ Date Extension of Notice of Work (NoW) permits. ▪ Date Extension of leases (mineral, placer, coal) ▪ Underground exploration with no new surface dumps or with small area dumps ▪ NOTE: Deemed Authorizations are excluded from all Consultation Levels ▪ NOTE: Mineral and Placer claim applications will follow the defined Provincial timelines within the Mineral Claims Consultation Framework. 	<ul style="list-style-type: none"> ▪ Mineral exploration (25 or fewer new drill sites at 15m x 15m each) and <2ha total new disturbance ▪ Small placer testing (0.5ha new disturbance or less) in undisturbed areas (that have not been worked for at least 15 years) ▪ Construction aggregate on Crown land (less than 5ha) ▪ New dimension stone quarries (<2ha new disturbance) ▪ Coal licence and lease applications ▪ Mining and placer lease applications 		
<p>Permit Amendments for Major Mines</p>	<p>For authorizations and amendments that fall below the threshold of the Special Consultation Process, Provincial Agencies will consult with Dease River First Nation on permit amendments for Major Mines. For Mines Act (MA) Permits and/or authorization under several Act and Regulations including the MA this will be done through coordinated reviews led by the Ministry of Mining and Critical Minerals (MCM) Major Mines Office (MMO). MMO-led review processes will allow Dease River First Nation to participate as a member of the Mine Review Committee (MRC), allowing Dease River First Nation MRC members to review application materials and contribute to the development of recommendations. MCM will work with Dease River First Nation to maintain a Shared Engagement Record in accordance with Section 4.4 of this agreement.</p>			<p>For EA-reviewable projects, mine restarts or new major mines, MMO-led MRC process will inform the Special Engagement outlined in Section 9.0.</p>

OTHER

<p>Other activities not listed by Acts</p>	<p>Other applications that typically include:</p> <ul style="list-style-type: none"> ▪ minor amendments to existing tenures; ▪ small scale operational level plans and permits; ▪ temporary and/or small structures; ▪ short term activities; ▪ investigative permits; ▪ authorizations related to access. 	<p>Other applications that typically include:</p> <ul style="list-style-type: none"> ▪ tenures for new mid-scale operational activities; ▪ major amendments to existing tenures; ▪ mid-scale industrial activities; ▪ mid-scale non-temporary structures; or ▪ activities associated with landscape level planning. 	<p>Other decisions that are typically:</p> <ul style="list-style-type: none"> ▪ are strategic in nature; can be administrative; ▪ associated with significant new developments or multi-permit projects; ▪ expected to result in significant site disturbance; ▪ tenures for major operational activities; ▪ associated with regional scale planning; or ▪ that may have large, permanent impacts. 	<p>Refer to section 9.1 of this agreement regarding applicability of a Special Engagement Process.</p>
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Appendix D: Spatial Reference Layer



1.0 *Spatial Reference Layer Criteria*

- 1.1 The ecological components of the Spatial Reference Layer are based on the inputs identified in Table 1.
- 1.2 The cultural components of the Spatial Reference Layer were provided to the Province by Dease River First Nation as Traditional Knowledge.
- 1.3 Both ecological and cultural components of the Spatial Reference Layer can be updated from time to time with approval from the Government-to-Government Forum.
- 1.4 Dease River First Nation and the Province will seek to update the Spatial Reference Layer during the term of this agreement in accordance with outcomes of the Process Agreement for Dene K'eh Kusan and Land Use Planning in the Kaska Ancestral Territory within British Columbia.

Table 1. Description of inputs into Spatial Reference Layer.

CATEGORY	LAYER	ATTRIBUTES	BUFFER	RANK
Hydrology	Lakes	>140ha	500m	2
	Streams	>20m wide	500m	2
Cultural	Traditional Use Study	Currently using Land and Resource Data Warehouse TUS (dissolved)		3
	Archaeology Sites	Sites from Remote Access Archaeological Database	200m	11
	Ne'ah	From Dease-Liard SRMP		9
	Gu Cha Duga zone	From Dease-Liard SRMP		1
	Dease-Liard SRMP Trails	From Dease-Liard SRMP	250m	10
	Davie and McDame Trails	Data provided by Kaska	250m	10
Wildlife	Caribou	BEI Suitability: combined summer/winter high/very high		5
	Elk	BEI Suitability: combined summer/winter high/ very high and CAD: summer/winter around Kwadacha		8
	Moose	BEI Suitability: combined summer/winter high/ very high and wildfires from 1975-2004.		4
	Sheep/Goat	BEI Suitability: combined summer/winter high/ very high.		6
	Grizzly Bear	CAD: (8,9,10; early/fall)		7

BEI: Broad Ecosystem Inventory; CAD: Muskwa-Kechika Conservation Area Design

Appendix E: Funding and Reporting

1.0 Capacity Funding Payments

- 1.1 The Province will make the following funding contributions to Dease River First Nation under this Agreement:
 - (a) For Fiscal Year 2025-2026, to be paid on or before March 31, 2026, \$185,000 to support implementation of the Agreement in 2025-2026;
 - (b) For Fiscal Year 2026-2027, \$185,000, subject to the Province satisfied it has received a report in accordance with s. 2.2, and which is to be paid on or before July 30, 2026, or as soon as practicable upon receiving the report.

2.0 Reporting

- 2.1 The Dease River First Nation will provide a draft workplan to the Province within thirty (30) days of the Effective Date of this Agreement.
- 2.2 The Dease River First Nation will provide an Annual Report to the Province on the activities of the Government-to-Government Forum on or before June 1, 2026, satisfactory to the Province, acting reasonably, setting out:
 - (a) how the funds provided under this Agreement in respect of the prior Fiscal Year were used in a manner consistent with the purposes of this Agreement; and
 - (b) a simple workplan of how the funds to be provided under this Agreement in respect of the current Fiscal Year will be used in a manner consistent with the purposes of this Agreement.
- 2.3 The Dease River First Nation will provide a Final Report on or before May 1, 2027.

Appendix F: Jade Protocol

Engagement will be undertaken in accordance with the Jade Protocol to be agreed upon by the Parties and attached later as Appendix F and will form part of this Agreement.

Appendix G: Council Resolution

DEASE RIVER FIRST NATION COUNCIL

BAND COUNCIL RESOLUTION

MARCH 30, 2026

RE: APPROVAL OF THE DEASE RIVER FIRST NATION GOVERNMENT TO GOVERNMENT FRAMEWORK AND STRATEGIC ENGAGEMENT AGREEMENT

WHEREAS:

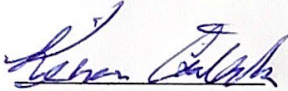
- A. The Kaska Nation, which is comprised of a number of First Nations including Dease River First Nation (the "DRFN"), is an Aboriginal people of Canada with Aboriginal rights and title within a territory in British Columbia, Yukon, and Northwest Territories, including an inherent right of self-government recognized and affirmed under section 35 of the *Constitution Act, 1982*;
- B. The DRFN and the Province have agreed to work collaboratively on a government-to-government basis without prejudice to their differing views regarding sovereignty, jurisdiction, title, and ownership;
- C. The Province confirmed its intention to work towards the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* ("UNDRIP"), which recognizes, among other matters, that Indigenous peoples have the right to participate in decision-making in matters which would affect their rights, through the *Declaration on the Rights of Indigenous Peoples Act* ("Declaration Act");
- D. Consistent with the objectives of UNDRIP and the provisions of the Declaration Act, the DRFN has entered into a number of agreements with the Province relating to land and resource management, including the *Dease River First Nation Forest & Range Consultation and Revenue Sharing Agreement* and the *Process Agreement for Dene K'éh Kusan and Land Use Planning in the Kaska Ancestral Territory within British Columbia* in 2024;
- E. The DRFN and the Province entered into negotiations to develop a government-to-government agreement that allows the DRFN and the Province to work together towards the full potential of the Declaration Act and in applying shared decision making with respect to land and resource matters and the establishment of collaborative arrangements, including socio-economic matters; and
- F. The negotiators for the DRFN and the Province now recommend the *Dease River Nation Government to Government Framework and Strategic Engagement Agreement* between the DRFN and the Province (the "Agreement") to their respective principals for approval.

THEREFORE BE IT RESOLVED THAT the Council has reviewed the Agreement and now:

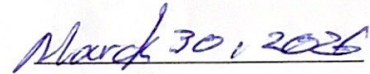
1. approves the Agreement; and
2. directs the Chief to sign the Agreement as soon as practicable on behalf of the DRFN; and
3. instructs the DRFN's officials and staff to work with the Province to implement the provisions of the Agreement in order to achieve its purposes.

DEASE RIVER FIRST NATION COUNCIL
BAND COUNCIL RESOLUTION
MARCH 30, 2026

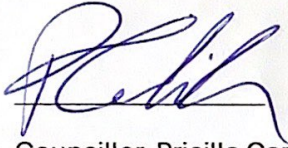
RE: APPROVAL OF THE DEASE RIVER FIRST NATION GOVERNMENT TO GOVERNMENT FRAMEWORK
AND STRATEGIC ENGAGEMENT AGREEMENT



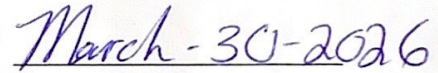
Councillor, Kevin Carlick



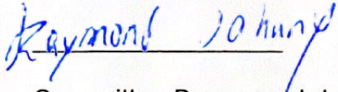
Date



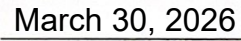
Councillor, Pricilla Carlick



Date



Councillor, Raymond Johnny



Date

Councillor, Christian Johnny

Date