

**COASTAL FIRST NATIONS
2015
ATMOSPHERIC BENEFIT SHARING
AGREEMENT**

BETWEEN

BRITISH COLUMBIA

AND

CENTRAL AND NORTH COAST FIRST NATIONS



**COASTAL FIRST NATIONS
2015 ATMOSPHERIC BENEFIT SHARING AGREEMENT**

THIS AGREEMENT made the _____ day of _____, 2015

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**, as represented jointly by the
Minister of Aboriginal Relations and Reconciliation, and
the Minister of Forests, Lands and Natural Resource Operations

("British Columbia")

AND

Nuxalk Nation

Wuikinuxv Nation

Metlakatla

Kitasoo

Heiltsuk

Gitga'at First Nation

Each a "First Nation" and collectively the "Central and North Coast First Nations"

Collectively all the "Parties"

WHEREAS:

- A. On February 7, 2006, the Gitga'at First Nation, Heiltsuk, Kitasoo, Metlakatla, Wuikinuxv Nation, Nuxalk Nation and British Columbia announced the Central and North Coast Land Use Vision which included a commitment to fully implement Ecosystem Based Management (EBM) by March 31, 2009;
- B. In December 2006, leadership of the Original Parties passed a resolution to explore and work to realize revenues and other benefits related to the increased carbon sequestration that would occur as a result of EBM implementation;

- C. By 2008, the Gitga'at First Nation, Heiltsuk, Kitasoo, Metlakatla, Wuikinuxv Nation, Nuxalk Nation and British Columbia had entered into Land and Resource Protocols and/or Strategic Land Use Planning Agreements which established further commitments to develop and implement EBM in the Project Area;
- D. To fully implement EBM in the Central and North Coast Region and pursuant to discussions between the Original Parties, by March 27, 2009, British Columbia had established:
- a) Order in Council No. 2/2009, the *Central and North Coast Biodiversity, Mining and Tourism Area Order*, pursuant to the *Environment and Land Use Act*;
 - b) the Protected Areas in the North and Central Coast pursuant to the *Protected Areas of British Columbia Act*; and
 - c) land use objectives for the North and Central Coast that define objectives, strategies and practices for the management of forest resources in accordance with ecosystem based management pursuant to Section 93.4 of the *Land Act and the Land Use Objectives Regulation*;
- E. The Parties are of the view that the aforementioned actions have and will continue to increase the amount of carbon sequestration and reduce the amount of carbon emissions that occurs on forested land in the Project Area and that such increases and reductions will result in greenhouse gas reductions that are capable of being validated and verified as carbon emission offsets;
- F. The Parties are currently conducting a review of EBM implementation in the Central and North Coast, and may make additional land use decisions that will further increase the amount of carbon sequestration and further reduce the amount of carbon emissions that occurs on forested land in the Project Area, and such increases and reductions will result in additional greenhouse gas reductions that are capable of being validated and verified as carbon emission offsets;
- G. On December 10, 2009, British Columbia and the Original Parties entered into a Reconciliation Protocol, amended by the Amending Agreement, 2010; Amending Agreement, 2011; Amending Agreement, 2013; and the Spring 2015 Amending Agreement;
- H. The Original Parties utilized the Forest Carbon Model for estimating the forest carbon budget and quantum of Available Central and North Coast Atmospheric Benefits produced in the Project Area;
- I. The Original Parties established the specific arrangements to enable the Central and North Coast First Nations to utilize atmospheric benefits to achieve progress toward socioeconomic objectives and satisfy the terms of the Reconciliation Protocol under the Original Agreement; and

- J. The Parties wish to make amendments to the arrangements by way of this superseding Agreement.

Now therefore in consideration of the premises and the covenants and agreements set out below, the Parties agree as follows:

1.0 DEFINITIONS

In this Agreement:

“Agreement” means this Agreement between Nuxalk Nation, Wuikinuxv Nation, Metlakatla, Kitsoo, Heiltsuk, Gitga’at First Nation, and British Columbia and all Appendices to this Agreement;

“Atmospheric Benefits” means the enhancement of carbon gas removal and the reduction of carbon gas emission resulting from the effect of the Project and estimated in the Forest Carbon Model;

“Available Central and North Coast Atmospheric Benefits” means 78% of the annual quantum of Central and North Coast Atmospheric Benefits;

“Central and North Coast Atmospheric Benefits” means incremental tonnes of atmospheric carbon dioxide sequestered per calendar year measured using the Forest Carbon Model applied to the Project Area;

“Concurrent Agreement” means an agreement, entered into by British Columbia and a First Nation or the Great Bear Initiative Society, concurrently with this Agreement or subsequent to this Agreement if expressly acknowledged to be a Concurrent Agreement for the purposes of this Agreement;

“Distributed Atmospheric Benefits” means the Atmospheric Benefits available for sale by the Central and North Coast First Nations in accordance with section 3.2 of this Agreement;

“EBM” means the framework for Ecosystem Based Management that the Original Parties agreed to implement in the Central and North Coast that seeks to ensure the coexistence of healthy, fully functioning ecosystems and human communities;

“Emission Offset” means any tradable credit, offset or unit that represents an estimated atmospheric benefit from any greenhouse gas reduction project that is recognized by a voluntary or a regulatory program of the government or a third party for the recognition of Emission Offsets, and used to offset greenhouse gas emissions from other sources;

“Event of Default” means an event identified as an event of default under a Concurrent Agreement;

“Forest Carbon Model” means the methods applied to estimate atmospheric benefits, attached as Appendix 2;

“Intentional Reversal” means a Reversal caused by activities undertaken or authorized by the Province, or undertaken pursuant to a disposition of an interest in land by the Province;

“Non-Intentional Reversal” means a Reversal caused by factors not within the direct control of British Columbia, including trespass or natural causes such as fire, wind, disease or drought;

“Original Agreement” means the Atmospheric Benefit Sharing Agreement dated the 28th day of September 2011, entered into by Nuxalk Nation, Wuikinuxv Nation, Metlakatla First Nation, Kitasoo Indian Band, Heiltsuk Nation, Gitga’at First Nation and British Columbia, as amended by the Additional Percentage Amending Agreement dated the 23rd day of February 2012;

“Original Parties” means the Central and North Coast First Nations that were parties to the Original Agreement;

“Project” means actions described in preamble D and F;

“Project Area” means the Central Coast and North Coast shown as the Project Area on the map attached as Appendix 1;

“Project Offset” means an Emission Offset derived from an Atmospheric Benefit;

“Project Reversal” means, in relation to an Atmospheric Benefit, the release of carbon emissions to the atmosphere of carbon previously sequestered in reservoirs located on the Project Area, where such sequestration was the basis for an Emission Offset;

“Provincial Buffer Pool” means a pool that British Columbia may use at its discretion that consists of:

- a) a portion of Atmospheric Benefits, other than Distributed Atmospheric Benefits;
- b) Emission Offsets derived from the Atmospheric Benefits referred to in subsection a); or
- c) a combination of the benefits referred to in subsection a) and Emission Offsets referred to in subsection b);

and may also include:

- d) enhancements of carbon gas removal and reduction of greenhouse gas emissions, associated with projects similar to the Project; and
- e) Emission Offsets derived from enhancements or reductions referred to in subsection d);

“Protected Areas” means the areas shown as Provincial Protected Areas on the map attached as Appendix 1, and any new parks, conservancies, biodiversity mining and tourism areas or ecological and cultural area reserves established by agreement by the Parties after the implementation of this Agreement;

“Reconciliation Protocol” means the protocol signed by the Original Parties on December 10, 2009 and amended on December 7, 2010; and further amended on April 23, 2015;

“Reversal” means emissions to the atmosphere of carbon previously sequestered where the emission reverses the reductions in atmospheric carbon that has been

- a) quantified in accordance with project plans validated in accordance with the *Emission Offsets Regulation*, B.C. Reg. 393/2008, or any regulations or laws that replace the *Emission Offsets Regulation*, and
- b) previously recognized as Emission Offsets; and

“Term” means the period of time this Agreement is in effect in accordance with section 6.1.

2.0 PURPOSE OF AGREEMENT

2.1 This Agreement defines the amended understanding between the Parties regarding the sharing of Atmospheric Benefits as outlined in the original Reconciliation Protocol December 10, 2009.

2.2 Notwithstanding any other provision in this Agreement, the Parties acknowledge and agree that no provision of this Agreement shall prejudice, limit, or derogate from any Aboriginal title, treaty or other Aboriginal rights. Further, nothing in this Agreement is intended to create or modify any Aboriginal title, treaty or other Aboriginal rights.

3.0 ATMOSPHERIC BENEFITS

3.1 As a consequence of this Agreement, the Parties agree that the Central and North Coast First Nations have ownership and the right to sell the Distributed Atmospheric Benefits in accordance with the terms of this Agreement.

- 3.2 Subject to sections 8.1 to 8.5, during the Term the Parties agree to the distribution to the Central and North Coast First Nations, on April 1st in each fiscal year, of 80% of the annually calculated Available Central and North Coast Atmospheric Benefits produced in the previous calendar year.
- 3.3 British Columbia will not sell any, or claim, or cause a claim to be made, in respect of any right, title or interest in, nor will it assist or support a third party in any such claim to any Distributed Atmospheric Benefits.
- 3.4 The Parties agree that British Columbia has ownership and the right to hold, register, retire, distribute or sell Available Central and North Coast Atmospheric Benefits that are not Distributed Atmospheric Benefits under this Agreement or the Original Agreement.
- 3.5 The Central and North Coast First Nations will not sell any, or claim, or cause a claim to be made, in respect of any right, title or interest in Atmospheric Benefits other than Distributed Atmospheric Benefits.
- 3.6 The Central and North Coast First Nations will not assist or support any claim to be made by another party in respect of any right, title or interest in Atmospheric Benefits other than a claim by:
- a) British Columbia; or
 - b) a party that has entered into an Atmospheric Benefits Sharing Agreement with British Columbia.
- 3.7 For greater certainty, the Parties agree:
- a) British Columbia may claim, cause a claim to be made, or assist or support a third party in any such claim in respect of any right, title or interest in Atmospheric Benefits other than Distributed Atmospheric Benefits; and
 - b) the claim may be in relation the annually calculated Atmospheric Benefits other than Distributed Atmospheric Benefits for the 2009 calendar year and any subsequent calendar year.

4.0 CARBON OFFSET PROJECT DEVELOPMENT, OPERATION AND INFORMATION

- 4.1 The Parties agree to maintain and update the Forest Carbon Model, or any successor model agreed to by the Parties, on an as required basis to incorporate the latest growth and yield, forest inventory and timber supply analysis and forest carbon budget data available to British Columbia.

- 4.2 The Parties agree to use the Forest Carbon Model to determine the Atmospheric Benefits in the Project Area.
- 4.3 The Central and North Coast First Nations will promptly provide to British Columbia documentation provided to or received from third parties in connection with the validation and verification of the Atmospheric Benefits in the Project Area.
- 4.4 The Parties do not make any representation or warranty regarding the qualification or eligibility of the Distributed Atmospheric Benefits under any program or market relating to carbon offsets, or the marketability or value of the Distributed Atmospheric Benefit.
- 4.5 The Parties acknowledge Atmospheric Benefits estimated under the Forest Carbon Model, before or after validation, verification or registration, are vulnerable to Reversals and nothing in this Agreement makes either Party liable to any other person for any loss or damages arising from the impact of a Non-Intentional Reversal on Distributed Atmospheric Benefits.
- 4.6 The Central and North Coast First Nations will mitigate the impact of:
- a) any Non-Intentional Reversal; and
 - b) any Intentional Reversal resulting from a Crown decision undertaken at the request of any of the Central and North Coast First Nations
- through the release of Distributed Atmospheric Benefits that Central and North Coast First Nations have reserved for the Project in accordance with the plan for the Project that has been validated under the *Emission Offsets Regulation*.
- 4.7 British Columbia will manage a Provincial Buffer Pool to be used at its discretion to mitigate the impact on the atmosphere of Intentional Reversals in the Project Area and Reversals associated with the other projects which have contributed to the Provincial Buffer Pool.
- 4.8 British Columbia will mitigate the impact to the atmosphere of Intentional Reversals in the Project Area, other than Intentional Reversals that are a result of a Crown decision undertaken at the request of any of the Central and North Coast First Nations by:
- a) not using Atmospheric Benefits, reductions and enhancements in the Provincial Buffer Pool to produce Emission Offsets;
 - b) retiring Emission Offsets in the Provincial Buffer Pool; or
 - c) holding the Emission Offsets in the Provincial Buffer Pool and retiring them in proportion to that Intentional Reversal.

- 4.9 If the Distributed Atmospheric Benefits of the Central and North Coast First Nations held in reserve for mitigation of Project Reversals are insufficient to address the impact of the Non-Intentional Reversal or the Intentional Reversals that are a result of a Crown decision undertaken at the request of any of the Central and North Coast First Nations the Parties will meet to discuss the options available to address the outstanding impacts including the potential distribution of Available Central and North Coast Atmospheric Benefits that are not Distributed Atmospheric Benefits.
- 4.10 The Parties will make all reasonable efforts to work with each other and designated representatives to achieve the validation, verification and registration of the Atmospheric Benefits under recognized forest carbon offset programs.
- 4.11 This Agreement does not change or affect the positions the Parties have, or may have, regarding their jurisdictions, responsibilities or decision making authority, nor is it to be interpreted in a manner that would unlawfully interfere with that decision making authority.
- 4.12 Except with respect to representations, commitments, covenants or obligations made by British Columbia under this Agreement, each First Nation, severally, shall indemnify and save harmless British Columbia and its servants, employees, agents, contractors and licensees from any and all liabilities, damages, costs (including legal fees on a solicitor and own client basis), claims, suits or actions arising from any use made by the First Nation of the Distributed Atmospheric Benefits, including the sale, trade, registration or other dealing with the Distributed Atmospheric Benefits in any way, with any person.
- 4.13 Atmospheric Benefits resulting from the Project must be quantified by the *Protocol for the Creation of Carbon Offsets in British Columbia* or other applicable protocol published or approved by British Columbia.

5.0 COMMUNICATIONS AND INFORMATION EXCHANGE

- 5.1 The Central and North Coast First Nations and British Columbia will provide to each other notice of intention to make written public communications relating to this Agreement or Distributed Atmospheric Benefits and provide the other party with an opportunity to review and comment on the communications.
- 5.2 To support ongoing validation and verification of the Distributed Atmospheric Benefits, British Columbia will provide to Central and North Coast First Nations on an as required basis, the forest land inventory, harvest disturbance, harvest volume and natural disturbance data and related technical support documents that is available to British Columbia.

- 5.3 Within 60 days of the effective date of this Agreement, the Central and North Coast First Nations will prepare a Statement of Reconciliation Protocol Priorities (Appendix 3) that identifies the outcomes that the Central and North Coast First Nations will seek to achieve in relation to the objectives set out in the Reconciliation Protocol or other agreements between the Parties with no less than 65% of the funds from the sale of Distributed Atmospheric Benefits through the end of calendar year 2020.
- 5.4 On or before June 15, 2020, and every five years thereafter, the Central and North Coast First Nations or its agent will prepare a further Statement of Reconciliation Protocol Priorities that identifies the outcomes that the Central and North Coast First Nations will seek to achieve in relation to the objectives set out in the Reconciliation Protocol or other agreements between the Parties with no less than 65% of the funds from the sale of Distributed Atmospheric Benefits over the next five year period.
- 5.5 The Statement of Reconciliation Protocol Priorities, as referenced in Appendix 3, and the reports referred to in section 5.3 and section 5.4 will be made publicly available by the Central and North Coast First Nations in a manner that can reasonably be expected to bring the Statement of Reconciliation Priorities and reports to the attention of its members and British Columbia.

6.0 TERM, TERMINATION OR WITHDRAWAL

- 6.1 This Agreement is in effect from January 1 of the calendar year after British Columbia and each First Nation has signed and continues until March 31, 2040 unless terminated under section 6.2.
- 6.2 British Columbia may terminate this Agreement in relation to any First Nation that ceases to be a party to the Reconciliation Protocol, specifically commitments in section 5 of the Governance Framework and section 6 of the Shared Decision Making in the Reconciliation Protocol.
- 6.3 British Columbia must provide the Central and North Coast First Nations 30 days written notice of intention to terminate under section 6.2.
- 6.4 A First Nation may withdraw from this Agreement by providing the other Parties 30 days written notice of intention to withdraw.
- 6.5 Any termination or withdrawal is effective December 31 of the year in which the notice in section 6.3 is received.
- 6.6 Subject to section 6.2 the termination of this Agreement or a withdrawal by a First Nation does not affect the Central and North Coast First Nations' ownership and right to sell Distributed Atmospheric Benefits for the calendar years prior to the termination date or the effective date of withdrawal.

- 6.7 If a future sales commitment is affected by a termination under section 6.2 or withdrawal under section 6.4, the termination or withdrawal, as the case may be, maybe extended up to five years with agreement of British Columbia.
- 6.8 If a First Nation withdraws from this Agreement, or its participation in this Agreement is terminated:
- a) the remaining Parties will reduce the percentage referenced in the definition of Available Central and North Coast Atmospheric Benefits in accordance with the allocation framework agreed to by the Parties; and
 - b) all representations, warranties, obligations, covenants, agreements and indemnities of such First Nation as set forth in this Agreement or in any document delivered in connection with this Agreement will survive except as expressly stated otherwise herein.

7.0 REVIEW AND AMENDMENT

- 7.1 This Agreement may be amended from time to time only with the written consent of all the Parties to the agreement at the time of the amendment.
- 7.2 At British Columbia's request, the Central and North Coast First Nations will provide in a timely manner:
- a) a summary of the annual total tonnes of Distributed Atmospheric Benefits sold and gross revenues received for the previous calendar year by the Central and North Coast First Nations from the sales of Distributed Atmospheric Benefits, to be provided to British Columbia on a confidential basis;
 - b) a financial statement confirming the use of proceeds from the sale of Distributed Atmospheric Benefits are consistent with the goals and intended outcomes of the Reconciliation Protocol that is attested to by a designated representative of the Central and North Coast First Nations; and
 - c) a copy of any sales agreement that maybe impacted by a termination under section 6.2 or a withdrawal under section 6.4.
- 7.3 The Central and North Coast First Nations agree that British Columbia and other First Nations asserting aboriginal rights and title within the Project Area may enter into a reconciliation agreement that includes the sharing of Atmospheric Benefits and, subject to the agreement of the Parties, those first nations may become a party to this Agreement.

7.4 This Agreement is not a treaty or a lands claims agreement, and does not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

8.0 REDUCTION FOR DEFAULT

8.1 Notwithstanding any other provision in this Agreement, on the occurrence of an Event of Default, or at any time thereafter, British Columbia may by written notice delivered to the Central and North Coast First Nations require that the Event of Default be remedied within a reasonable time period as identified in the notice ("**Default Notice**").

8.2 If British Columbia provides a Default Notice to the Central and North Coast First Nations, the Parties will meet to discuss the matter and how the Event of Default may be remedied.

8.3 If an Event of Default is not remedied following a meeting in accordance with section 8.2 and within the time period identified in a Default Notice, British Columbia may by a further written notice to the Central and North Coast First Nations reduce the Distributed Atmospheric Benefits to be provided under section 3.2 to 60% of the annually calculated Available Central and North Coast Atmospheric Benefits produced in the previous calendar year ("**Reduction Notice**").

8.4 Until the Event of Default is remedied or the Parties otherwise agree, a reduction applies to each distribution occurring on April 1 subsequent to the date of the Reduction Notice provided under section 8.3, but does not affect the Central and North Coast First Nations ownership and right to sell Distributed Atmospheric Benefits distributed prior to the date of the Reduction Notice.

8.5 No failure or delay on the part of the British Columbia to exercise its rights in relation to an Event of Default will constitute a waiver by the British Columbia of such rights.

9.0 FURTHER ASSURANCES

9.1 The parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

9.2 The Parties are committed to resolving any disputes that may arise in the implementation of this Agreement and may utilize dispute resolution mechanism as agreed to by the Parties including meditation.

9.3 The Central and North Coast First Nations agree that British Columbia's provision of the Atmospheric Benefits in this Agreement fully satisfies the Central and North Coast First Nations' expectations of the required provincial payments for the implementation of Ecosystem Based Management in the Great Bear Rainforest.

10.0 PRIOR AGREEMENT AND TRANSITION

10.1 Subject to sections 10.2 and 10.3 below, the Original Agreement is terminated as of December 31, 2015.

10.2 The Original Agreement survives and remains in effect with respect to the following matters:

- a) section 3.0 regarding the Central and North Coast First Nations' ownership and right to sell Distributed Atmospheric Benefits for the calendar years prior to the termination of the Original Agreement;
- b) section 3.4 regarding British Columbia's covenant to not sell any, or claim or cause a claim to be made, in respect of any right, title or interest in, nor assist or support a third party in any such claim to Distributed Atmospheric Benefits for the calendar years prior to the termination of the Original Agreement;
- c) section 4.8 and the indemnity granted by each First Nation with respect to any use made by the First Nation of the Distributed Atmospheric Benefits for the calendar years prior to the termination of the Original Agreement;
- d) section 5.3 and the outcomes the Central and North Coast First Nations seek to achieve from the sale of Distributed Atmospheric Benefits through the end of the calendar year 2015;
- e) section 5.4 and the outcomes the Central and North Coast First Nations seek to achieve from the sale of Distributed Atmospheric Benefits through the end of the calendar year 2020;
- f) sections 6.1 to 6.6 and its application to provisions of the Original Agreement that survive and remain in effect;
- g) section 7.1 and its application to provisions of the Original Agreement that survive and remain in effect; and
- h) section 7.4 and the Central and North Coast First Nations' covenant to provide information to British Columbia.

10.3 The termination of the Original Agreement does not derogate the ownership and right to sell the Distributed Atmospheric Benefits that were provided under the term of the Original Agreement.

11.0 APPROPRIATION

11.1 Notwithstanding any other provision of this Agreement, any distribution under section 3.2 is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any Fiscal Year or part thereof when any such distribution is required, to make that distribution; and
- b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such distribution.

12.0 INTERPRETATION

12.1 In this Agreement:

- a) headings are for convenience only, do not form part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- b) a reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for it or in replacement of it; and
- c) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

13.0 GOVERNING LAW

13.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of British Columbia.

14.0 ENUREMENT

14.1 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors.

15.0 NO ASSIGNMENT

15.1 This Agreement may not be assigned, either in whole or in part, by any Party.

16.0 NOTICES

16.1 A notice, document, request, approval, authorization, consent or other communication (each a "communication") required or permitted to be given or made under this Agreement must be in writing and may be given or made in the following ways:

- a) delivered personally or by courier;
- b) transmitted by facsimile transmission; or
- c) mailed by post in Canada in any form which requires a receipt.

16.2 A communication will be considered to have been given or made, and received:

- a) if delivered personally or by courier, at 9:00 a.m. on the business day after the day on which it was received by the addressee or a responsible representative of the addressee;
- b) if sent by facsimile transmission and if the sender receives confirmation of the transmission, at 9:00 a.m. on the next business day after the day on which it was transmitted; or
- c) if mailed in Canada in any form which requires a receipt, when the postal receipt records that it was received.

16.3 A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:

For: British Columbia

Attention:	Minister of Aboriginal Relations and Reconciliation
Personal or courier delivery:	Parliament Buildings Victoria, British Columbia
Facsimile transmission:	(250) 387-5594
Postal delivery:	PO Box 9468 STN PROV GOVT Victoria, British Columbia V8W 9E2

For: Nuxalk Nation
 Attention: Chief and Council
 Facsimile transmission: (250) 799-5426
 Postal delivery: PO Box 65
 Bella Coola, British Columbia V0T 1C0

For: Wuikinuxv Nation
 Attention: Chief and Council
 Facsimile transmission: (250) 949-7105
 Postal delivery: Bag 3500
 Port Hardy, British Columbia V0N 2P0

For: Metlakatla
 Attention: Chief and Council
 Facsimile transmission: (250) 628-9259
 Postal delivery: PO Box 224
 Prince Rupert, British Columbia V8J 3P6

For: Kitasoo
 Attention: Chief and Council
 Facsimile transmission: (250) 839-1256
 Postal delivery: General Delivery
 Klemtu, British Columbia V0T 1L0

For: Heiltsuk
 Attention: Chief and Council
 Personal or courier delivery: 226 Wabalisa St
 Bella Bella, British Columbia V0T 1Z0
 Facsimile transmission: (250) 957-2544
 Postal delivery: P.O. Box 880
 Bella Bella, British Columbia V0T 1Z0

For: Gitga'at First Nation
 Attention: Chief and Council
 Personal or courier delivery: 445 Hayimiisaxaa Way
 Hartley Bay British Columbia VOV 1A0
 Facsimile transmission: (250) 841-2541

17.0 EXECUTION IN COUNTERPARTS

17.1 This Agreement may be executed in counterparts and by facsimile. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.

THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED as of the day and year first above written

Signed on behalf of the Central and North Coast First Nations, as represented by:



Nuxalk Nation



Witness

Wuikinuxv Nation

Witness

Metlakatla

Witness

Kitasoo

Witness

Heiltsuk

Witness

Gitga'at First Nation

Witness

Date

Date

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Nuxalk Nation

Witness

Wuikinuxv Nation

Witness

Metlakatla

Witness

Kitasoo

Witness



Heiltsuk



Witness

Gitga'at First Nation

Witness

Date

Date


Signed on behalf of Her Majesty the Queen In right of the Province of British Columbia as Represented by:

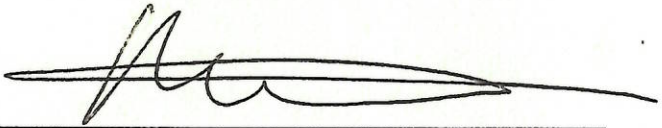
The Minister of Aboriginal Relations and Reconciliation

The Minister of Forests, Lands and Natural Resource Operations


Minister John Rustad


Minister Steve Thomson

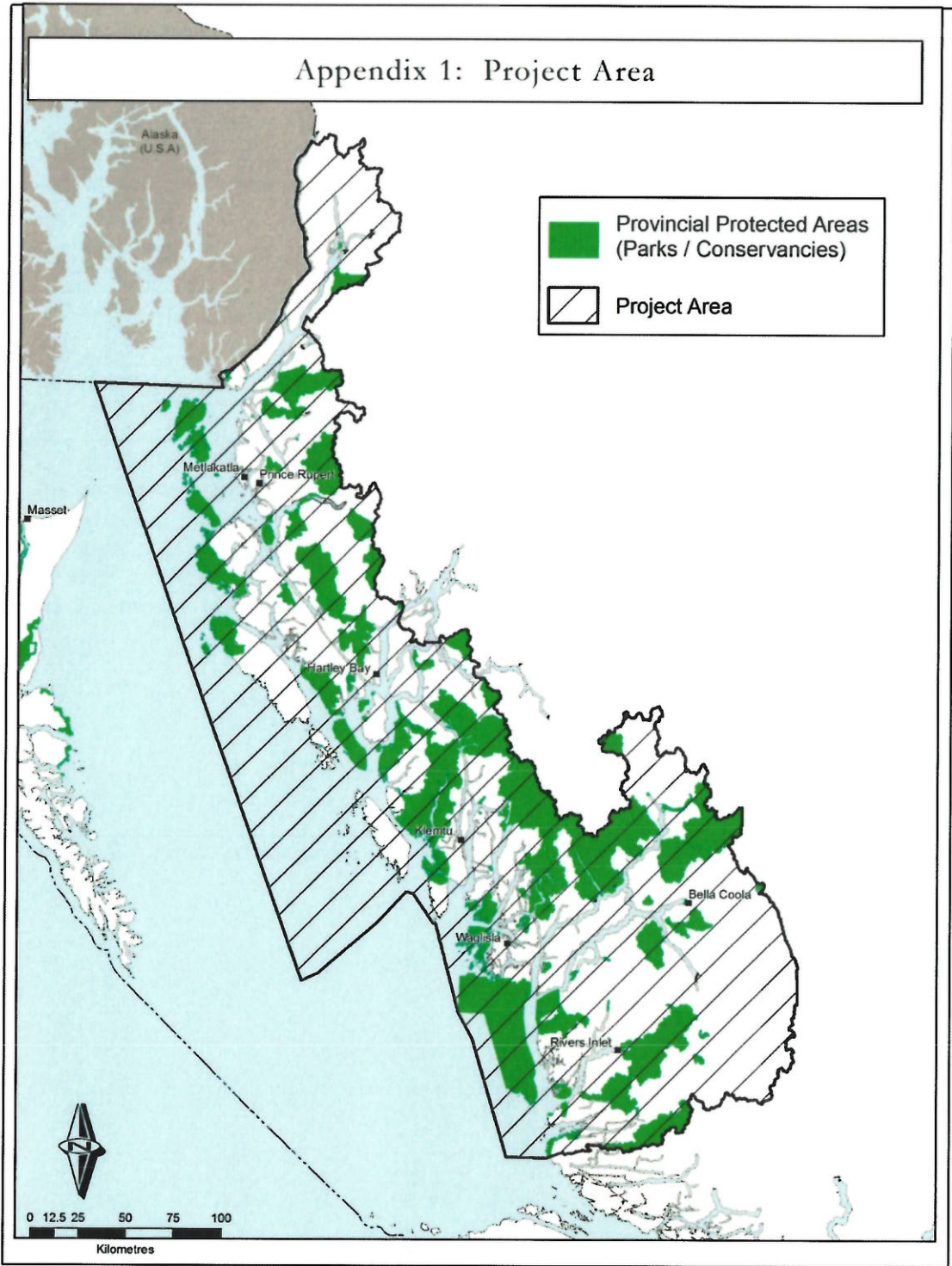

Witness


Witness

Jan. 19, 2016
Date

JAN. 19/16
Date

Appendix 1: Project Area



APPENDIX 2: The Forest Carbon Model

The Forest Carbon Model used by the Parties to quantify Atmospheric Benefits is as described in the following reports prepared by Andrew Fall, Gowlland Technologies Ltd:

1. Assessing Carbon Offset Potential of Land-Use Plans in the Central and North Coastal BC, March 2011.
2. Linking Spatial Timber Supply Analysis and Carbon Budget Modelling, Methods Developed for Coastal BC, March 2011.
3. Linking Spatial Timber Supply Analysis and Carbon Budget Modelling, An application in the Central-North Coast and South-Central of BC, December 2009.
4. Assessing Carbon Offset Potential of Land-Use Plan in North and Central Coastal BC (Update to include effects of AAC determination in Midcoast TSA), May 2014

APPENDIX 3: Statement of Reconciliation Protocol Priorities

Outcomes specific to the Reconciliation Protocol to be achieved by Central and North Coast First Nations from 2015 through 2020

<p align="center">Reconciliation Protocol Outcomes</p>	<p align="center">Measurement Criteria</p>
<p>CFN-BC Relationship</p>	<ul style="list-style-type: none"> • Effective coordination on Reconciliation Protocol Agreement implementation via Governance Forum Working Group
<p>Engagement Framework</p>	<ul style="list-style-type: none"> • Engagement Framework Technical Meetings • Development/Improvement of Guidance Documents • Number of Referrals
<p>Protected Area Management Planning</p>	<ul style="list-style-type: none"> • Number of Protected Area plans approved
<p>Land Use Decision Implementation</p>	<ul style="list-style-type: none"> • Completion of Strategic Landscape Reserve Designs • Designation of specific Landscape Reserves • Land Use Objectives reviewed and amended (if required)
<p>Forestry Economic Opportunities</p>	<ul style="list-style-type: none"> • Completion/Implementation of Revenue Sharing Agreement • Completion/Implementation of Forest Tenure Agreements
<p>Protected Area and Tourism Economic Opportunities</p>	<ul style="list-style-type: none"> • Completion/Implementation of Protected Area Permit and Opportunity Agreements • Completion and Implementation of Tourism Tenure and Opportunities Agreements.
<p>Marine Planning Partnership for the Pacific North Coast</p>	<ul style="list-style-type: none"> • Completion/implementation of Marine Planning Partnership Sub-regional Plans and the Regional Action Framework.
<p>Marine Protected Areas Northern Shelf-Bioregion</p>	<ul style="list-style-type: none"> • Completion/implementation of Marine Protected Areas Network for the Northern Shelf-Bioregion.