

This Agreement is dated for reference April 1, 2018 (the “Reference Date”)

**Environmental Stewardship Initiative
North Coast Ecosystem Restoration Project Agreement**

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Energy, Mines and Petroleum Resources, the Minister of Indigenous Relations and Reconciliation and the Minister of Forests, Lands, Natural Resource Operations and Rural Development (the “Province”)

AND:

Gitxaala First Nation, Gitga’at First Nation, Kitselas First Nation, Kitsumkalum Indian Band, and Haisla Nation, as represented by their Chief or authorized representative (the “Participating Coastal First Nations” or “PCFNs”)

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

WHEREAS

- A. The Environmental Stewardship Initiative (“ESI”) is a collaborative government to government initiative between the Province and First Nations intended to generate a positive environmental stewardship legacy through projects related to:
- ecosystem assessment and monitoring;
 - ecosystem restoration and enhancement;
 - ecosystem research and knowledge exchange; and
 - stewardship education and training.
- B. The Parties agree that collaborative identification and implementation of ecosystem restoration projects can generate a positive environmental legacy and wish to continue the work started under the North Coast Ecosystem Restoration Demonstration Project Agreement dated for reference July 14, 2016.
- C. The Parties wish to work collaboratively to design and implement the North Coast Ecosystem Restoration ESI Project (the “Project”) through Nation-specific Indigenous Stewardship Projects (ISP) within the traditional territories of the PCFNs in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of the promises and mutual covenants and agreements hereinafter set out the Parties agree as follows:

1. RESTORATION PROJECT

- 1.1 The Parties will collaborate in designing and implementing the Project, including Nation-specific Indigenous Stewardship Projects (“ISP”) that directly support the objectives of the Project, under the auspices of the North Coast Regional Stewardship Forum (“RSF”).

- 1.2 The Project will consider, and where possible, build on the Province's Cumulative Effects Framework and other related programs, information generated by Canada through complimentary initiatives, Traditional Ecological Knowledge and other PCFNs community information and initiatives.
- 1.3 The Parties will make the terms of this North Coast Ecosystem Restoration Project Agreement ("Agreement") available to other resource development proponents and other governments (including but not limited to Canada and local governments) on an appropriate case-by-case basis and with agreement of the Parties.

2. RESTORATION PROJECT OBJECTIVES

2.1. The objectives of the Project ("Project Objectives") are to:

- 2.1.1. identify the Study Area/Project Areas based on the traditional territories of the PCFNs (that may include shared territories with First Nations who are not Parties to this Agreement), and subsequently identify high priority ecosystem restoration areas where potential ISPs may be undertaken;
- 2.1.2. complete an inventory of environmental restoration and enhancement opportunities within terrestrial and aquatic ecosystems of the PCFNs that will create ecosystem benefits, preferably related to natural resource development;
- 2.1.3. develop and implement ISP proposals that meet a mutually developed set of selection criteria that includes but is not limited to: natural and ongoing baselines, ecosystem potential, economic and environmental costs and benefits, and long-term sustainability;
- 2.1.4. identify Nation-specific ISPs which will minimize, mitigate, offset or otherwise respond appropriately to effects on priority Valued Components ("VC") to be collaboratively identified by the Project Team;
- 2.1.5. select Nation-specific ISPs to be undertaken as a pilot; and
- 2.1.6. as required, develop a joint information management plan to ensure:
 - 2.1.6.1. the Parties have appropriate access to information generated by the Project and ISP(s); and
 - 2.1.6.2. information generated by the Project and ISP(s) is available in formats to support the development of proposals for both ESI and non-ESI funding sources.

3. RESTORATION PROJECT IMPLEMENTATION

- 3.1. The Parties will work collaboratively to implement the Project Objectives, including undertaking ISPs, through a team consisting of representatives of the Parties under the auspices of the RSF (the "Project Team").

3.2. The Project Team will:

3.2.1.1. update the terms of reference to include language around ISPs; and

3.2.1.2. report to their respective principals and to the RSF on a collective basis regarding the budget, status and outcomes of the ISPs.

3.3. Each PCFN will:

3.3.1.1. prepare an ISP proposal including, but not limited to: work plans, including objectives, major milestones and a budget, to be jointly reviewed and endorsed by the Parties; and

3.3.1.2. implement the Agreement and their respective ISP in a timely manner by March 2021.

3.4. The Parties will use an implementation approach that reflects actions carried out in a timely manner, in good faith and consistent with each Party's legal obligations and authorities.

3.5. The Province will provide funding through the ESI to pay for the costs of developing and implementing the Project and associated ISPs, including the costs of obtaining technical or project management assistance to support the Parties in developing and implementing the Project and ISPs and to pay for the travel costs of PCFN representatives to participate in the RSF and Project Team in accordance with the funding arrangements developed by the Parties.

3.6. The Parties will exercise reasonable efforts to ensure stable funding for the implementation of the Project is obtained through the ESI and other available sources.

3.7. The Parties will work together to consider inclusion of other potential partners, including other levels of government, other resource proponents and other First Nations.

3.8. The Parties will create a plan for carrying the work of the Project, including ISPs, forward into the future.

3.9. The Parties agree that other First Nations may become a party to this Agreement by executing with the Ministry of Energy, Mines and Petroleum Resources on behalf of the Province an adherence agreement, in substantially the form attached at Appendix A to this Agreement ("Adherence Agreement") and this Agreement will be deemed to be amended as of the date the Adherence Agreement is fully executed.

4. GENERAL PROVISIONS

4.1. **Limits.** This Agreement and the Restoration Project do not:

4.1.1. constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act*, 1982;

4.1.2. define, limit, amend, abrogate or derogate from any Aboriginal rights

recognized and affirmed under section 35(1) of the *Constitution Act*, 1982;

- 4.1.3. create processes to establish the scope and geographic extent of Aboriginal rights including Aboriginal title under section 35(1) of the *Constitution Act*, 1982;
 - 4.1.4. interfere with the decision-making authority or jurisdiction of any Party or fetter the discretion of any decision-making authority; or
 - 4.1.5. replace or interfere with processes undertaken by the BC Environmental Assessment Office pursuant to the *Environmental Assessment Act* or the Canadian Environmental Assessment Agency under the *Canadian Environmental Assessment Act* 2012. For greater certainty the Demonstration Projects are not a Class Assessment pursuant to the *Environmental Assessment Act*.
- 4.2. **Collaboration.** The Parties agree that collaboration and engagement on proposed natural resource activities are ongoing and the Project, including Nation-specific ISPs, may inform those processes.
- 4.3. **Disclosure of Information.** The Parties agree that where traditional knowledge or information is shared with the Province for the purposes of this Agreement or the Project and that traditional knowledge or information is clearly identified as confidential or sensitive information of a PCFN:
- 4.3.1. if that traditional and or cultural information is used for the completion of the Project, this information remains confidential and the property of the PCFN from whom the information originated, and may not be used in any process unless approved by the PCFN from whom it originated;
 - 4.3.2. the Province will make all reasonable efforts to prevent the disclosure of such information, subject to disclosure requirements under the *Freedom of Information and Protection of Privacy Act*, or as otherwise required by law; and
 - 4.3.3. where the Province receives a request under the *Freedom of Information and Protection of Privacy Act*, for disclosure of such information, the Province will provide the PCFN from whom it received the information with a notice of the request and the opportunity to express their views regarding the disclosure.
- 4.4. **Confidential Information Agreements.** The Parties agree they may need to take further steps or enter into further agreements with respect to use or disclosure of confidential information as part of the implementation of this Agreement or the Project.
- 4.5. **Amendment.** This Agreement may be amended by agreement of the Parties in writing.
- 4.6. **Term.** The term of this Agreement will commence on the Reference Date and will terminate on March 31, 2021, or when the elements in section 3.0 of the Agreement are completed to the satisfaction of the Parties, whichever is sooner.

4.7. **Review.** Prior to the expiration of the term under s. 4.6 the Parties will review the success of this Agreement in meeting the Parties' objectives and the Parties may agree to extend the term of this Agreement.

4.8. **Execution and Delivery.** This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by facsimile or email transmission.

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

SIGNED and DELIVERED on the 29th day of March, 2018 on behalf of Her Majesty the Queen In Right of the Province of British Columbia by the Minister of Energy, Mines and Petroleum Resources



Minister Michelle Mungall

SIGNED on the 29th day of March, 2018 on behalf of Her Majesty the Queen in Right of the Province of British Columbia by the Minister of Forests, Lands, Natural Resource Operations and Rural Development



Minister Doug Donaldson

SIGNED on the 09 day of April, 2018 on behalf of Her Majesty the Queen in Right of the Province of British Columbia by the Minister of Indigenous Relations and Reconciliation



Minister Scott Fraser

SIGNED on the 8th day of MARCH, 2018 on behalf of Gitga'at First Nation:



Chief Arnold Clifton

SIGNED on the 08 day of March, 2018 on behalf of Kitselas First Nation:



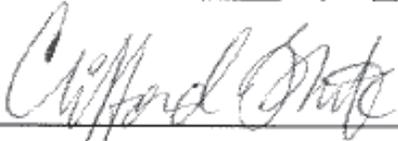
Chief Joseph Bevan

SIGNED and DELIVERED on the 26 day of February, 2018 on behalf of Kitsumkalum Indian Band:



Chief Donald Roberts

SIGNED on the 1 day of MARCH, 2018 on behalf of Gitxaala First Nation:



Chief Clifford White

SIGNED on the 31 day of March, 2018 on behalf of Haisla First Nation:



 Chief Councillor Crystal Smith

**Appendix A:
Adherence Agreement –
North Coast Ecosystem Restoration Project Agreement**

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Energy, Mines and Petroleum Resources (the “Province”)

AND:

XXXX First Nation (the “xxxx First Nation”)

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

WHEREAS

- A. The Province, Gitxaala First Nation, Gitga’at First Nation, Kitselas First Nation, Kitsumkalum Indian Band, and Haisla Nation have entered into the Environmental Stewardship Initiative North Coast Ecosystem Restoration Project Agreement (the “Agreement”);
- B. xxxx First Nation would like to become a Party to the Agreement and participate in the Ecosystem Restoration Project;
- C. The Province, Gitxaala First Nation, Gitga’at First Nation, Kitselas First Nation, Kitsumkalum Indian Band, and Haisla Nation have agreed that xxxx First Nation should join the Agreement; and
- D. The Agreement provides that xxxx First Nation may become a Party to the Agreement by executing an Adherence Agreement with the Province.

NOW THEREFORE the Parties agree as follows:

- 1. xxxx First Nation will become a Party to the Agreement on the date this Adherence Agreement is fully executed by xxxx First Nation and the Province.
- 2. xxxx First Nation acknowledges the Ecosystem Restoration Project described in the Agreement is already underway.
- 3. xxxx First Nation agrees that it will participate in the Ecosystem Restoration on a prospective basis, in accordance with the terms of the Agreement.

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

SIGNED and DELIVERED on the _____ day of _____, 20____ on behalf of Her Majesty the Queen In Right of the Province of British Columbia by the Minister of Energy, Mines and Petroleum Resources

Minister Michelle Mungall

SIGNED and DELIVERED on the _____ day of _____, 20____ on behalf of xxxx First Nation:

Chief NAME