



STRATEGIC ENGAGEMENT AGREEMENT

This Agreement is dated for reference September 1, 2026

BETWEEN

THE PROVINCE OF BRITISH COLUMBIA

as represented by the Minister of Indigenous Relations
and Reconciliation ("British Columbia")

AND

ESK'ETEMC FIRST NATION ("Esk'etemc")

(each a "Party" and collectively the "Parties")

WHEREAS

- A. Esk'etemc is a distinct Indigenous community with its own customs, histories, territories, interests and Aboriginal Rights and on May 8, 2017, Esk'etemc of the Secwepemc Nation declared Title and Rights over Esk'etemculucw;
- B. The Parties share a commitment to social, community and economic development of Esk'etemc First Nation and its members;
- C. The Province seeks to fulfil its obligations, including the fulfillment of its duty to consult and, where appropriate, seek consent and accommodate Esk'etemc in a manner that addresses the interests of the Parties;
- D. The Parties wish to achieve a deeper collaborative relationship with one another that respects Esk'etemc's Aboriginal Interests in relation to land, water, and natural resource decision-making and economic development opportunities within Esk'etemculucw;
- E. The Province has a legal obligation to consult Esk'etemc meaningfully and in good faith prior to making decisions that may adversely affect the Aboriginal Rights of Esk'etemc;
- F. The Province acknowledges that United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) is a universal framework of minimum standards for the survival, dignity and well-being of the Indigenous Peoples of the world;
- G. The *Declaration on the Rights of Indigenous Peoples Act* (DRIPA) established UNDRIP as the Province's framework for reconciliation;
- H. The Province has passed the DRIPA which, among other things, affirms the application of UNDRIP to the laws of British Columbia and commits the Province to, in consultation and cooperation with Indigenous peoples in British Columbia, taking all measures necessary to ensure the laws of British Columbia are consistent with UNDRIP;
- I. Esk'etemc is exercising its inherent rights of self-government in entering into and implementing this Agreement;
- J. The Parties have collaboratively negotiated this Agreement with the aim of providing an effective and efficient approach to consultation;
- K. The Province acknowledges that UNDRIP is a guide to advance reconciliation and address the legacy and harms of colonialism on Indigenous Peoples.
- L. The Province recognizes that meaningful consultation with Indigenous peoples aims to secure free, prior and informed consent in advance of proposed Provincial authorizations or actions that impact them and their rights;

- M. The Parties agree that this Agreement is intended as a pathway to shift from short-term transactional agreements to the co-development of long-term relationships embodied in agreements that advance Esk'etemc's self-determination and economic independence.

Therefore, the Parties agree as follows:

1. DEFINITIONS, INTERPRETATION AND APPENDICES

1.1 Definitions. In this Agreement, the following definitions apply:

"Aboriginal Interests" means asserted or determined aboriginal rights, including aboriginal title, recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;

"Agreement" means this Strategic Engagement Agreement, including all of its parts and appendices;

"Applicant" means a person, corporation or entity, or their agent, including the Province and any agent of the Province, that has submitted an Application;

"Application" means an application under consideration by a Provincial Agency on or after the Effective Date seeking authorization(s) for land and resource use that:

- (a) relates to or impacts on lands, water, or natural resources within Esk'etemculucw; and
- (b) has the potential to adversely affect Esk'etemc Aboriginal Interests and which would trigger the duty to consult within the meaning of *Haida v. British Columbia* 2004 SCC 73.

"British Columbia" also known as "the Province"

"Chief" means in respect of the Esk'etemc First Nation Kukpi7, and "Chief" within the meaning of the *Indian Act*;

"Days" References to "days" means calendar days not business days.

"DRIPA" means the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44, and its associated Action Plan;

"Designated Representative" means:

- (a) with respect to the Province, a Deputy Minister, an Assistant Deputy Minister, a Director level manager, and
- (b) with respect to Esk'etemc, a band Councilor or Natural Resources Manager.

"Dispute" means any disagreement which arises between the Parties in relation to the interpretation or implementation of this Agreement. It does not include a disagreement regarding any recommendations to a decision-maker made under Appendix D, or any decisions on Applications made by a Provincial Agency following engagement;

"Dispute Resolution" means the processes by which representatives of the Parties seek to resolve Disputes, as set out in Section 15 of this Agreement;

"Effective Date" means the first date on which this Agreement has been fully executed by the Parties;

"Esk'etemculucw" means the geographic area identified by Esk'etemc –People of the White Earth, as their traditional Esk'etemculucw located in British Columbia and as shows on the map attached in Appendix A;

"Esk'etemc Decision Maker" means an official or designate of an Esk'etemc, with authority to make decisions with respect to an Application;

"Esk'etemc Portal" means the agreed upon electronic means for Applications to be submitted as part of consultation and engagement

"Executive Committee" means the committee established under Section 5 of this agreement;

"Implementation Workplan" means the process to implement this Agreement set out in Section 11 of this agreement;

"Indigenous Knowledge" means any ecological, agricultural, medicinal, or geographic information held by the Esk'etemc and related to Esk'etemc's traditions, customs, and practices; specifically concerning Esk'etemculucw and its unique environmental features;

"Minister" means the British Columbia Minister having responsibility for a particular matter being addressed under this Agreement;

"New Fiscal Framework" means the policy initiative established pursuant to Action Items 1.4 and 1.5 of the DRIPA Action Plan that provide for the establishment of a distinctions-based fiscal relationship and framework between the Province and Indigenous governments and for distinctions-based resource revenue-sharing and other fiscal mechanisms;

"Provincial Agency" means a provincial ministry, and branch or division of a provincial ministry, listed in Appendix B, or its successor ministry;

"Provincial Decision Maker" means an official or designate of a Provincial Agency, with authority to make statutory decisions with respect to an Application;

"Provincial Representative" means an individual identified in an Information Package as the primary contact person for a Provincial Agency in relation to an Application;

"Resource Document" means a guidance document or agreement on a specific Strategic Initiative or project as agreed to by the Parties;

"Responsible Officials" means the representatives appointed by the Province and Esk'etemc, as set out in section 6.2;

"Stewardship G2G Forum" means the forum established under section 6.0 of this agreement;

"Strategic Initiative" means a matter of interest to either Party, other than an Application, which may be identified pursuant to this Agreement, and which may include the negotiation of other agreements between the Province and Esk'etemc;

"UNDRIP" means the *United Nations Declaration on the Rights of Indigenous Peoples*.

1.2 Interpretation. For the purposes of this Agreement:

- (a) "including" means "including, but not limited to" and "includes" means "includes, but not limited to";
- (b) a reference to a statute includes regulations made under it, amendments and any law enacted in substitution for, or in replacement of, it;
- (c) "or" is used in its inclusive sense, meaning A or B or both A and B;
- (d) words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires;
- (e) any reference to a corporate entity or Ministry includes any predecessor or successor to it; and
- (f) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

1.3 Appendices. The following are Appendices to this Agreement and form part of this Agreement:

Appendix A: Agreement Area

Appendix B: List of Provincial Agencies

Appendix C: Payment Schedule and Financial Reporting

2.0 PRINCIPLES, PURPOSE AND INTERESTS

2.1 These principles will guide the implementation of this Agreement:

- (a) The Parties have a shared interest in creating an enduring relationship that will assist the Parties in the management of land, water, and natural resources within Esk'etemculucw;
- (b) The Parties have a shared objective of building an enduring, resilient government-to-government relationship with respect to land, water, and natural resource use and economic and social development in Esk'etemculucw where the Parties can find cooperative ways to support sustainable development and use;
- (c) The Parties share a commitment of addressing the potential impact of land, water, and natural resource use decisions on Esk'etemc Aboriginal Interests;
- (d) The Parties have a shared interest in negotiating agreements to share the revenues and benefits generated from provincially authorized Applications involving the land, water and natural resources within Esk'etemculucw in a manner consistent with the New Fiscal Framework;
- (e) The Parties seek a combined utilization of modern science and Esk'etemc Indigenous Knowledge for consideration in decision-making; and
- (f) The Parties have a shared commitment in implementing the UNDRIP, as set out in the DRIPA.

2.2 In signing this Agreement, the Parties:

- (a) affirm their mutual commitment to social, community and economic development of Esk'etemc and its members and to taking tangible steps together to implement change;
- (b) recognize that successful implementation of this Agreement is a step towards ongoing efforts to reconcile the individual and mutual interests of

the Parties and will allow the Parties to continue to assess opportunities to further advance reconciliation; and

- (c) acknowledge Esk'etemc's interest in advancing cooperative decision-making concepts through Strategic Initiatives in potential subsequent agreements.

2.3 This Agreement is intended to:

- (a) create an environment in which the Parties, as two governments, can work creatively and collaboratively to advance reconciliation, align on a stewardship vision over land, water and natural resource, and collaborate on the implementation of UNDRIP as set out in DRIPA;
- (b) achieve meaningful engagement, a shared understanding of each Party's respective interests, and more informed decisions;
- (c) provide a process that helps the Parties to focus their respective resources on what each of them considers to be their most significant respective interests;
- (d) support the Parties, where appropriate, in the pursuit of opportunities for sharing resource revenues consistently with the New Fiscal Framework;
- (e) increase process certainty for each of the Parties regarding strategic and operational land and resource management;
- (f) provide a forum where the Parties can develop agreements and a track record to support future agreements;
- (g) implement meaningful consultation between the Province and Esk'etemc and, where appropriate, accommodation regarding the potential impact of an Application on Esk'etemc Aboriginal Interests; and
- (h) increase the long-term stability and predictability for the Parties with respect to land, water and natural resource decisions.

2.4 Esk'etemc interests as they relate to the implementation of this Agreement include the following:

- (a) exploring ways to enhance governance of Esk'etemc with respect to land, water and natural resources within Esk'etemculucw;
- (b) asserting, exercising and protecting Esk'etemc Aboriginal Interests;
- (c) identifying, protecting and managing past, present and future cultural resources, areas and landscapes that contain values significant to Esk'etemc including:

- i. contemporary and historic ceremonial sites;
 - ii. archaeological sites;
 - iii. traditional use, spiritual, and medicinal plant harvesting, sites; and
 - iv. oral history, artefacts and archival resources.
- (d) continuing and strengthening Esk'etemc's connection to the land through participation in natural resource and land management, consistent with Esk'etemc's traditions, customs, beliefs and laws;
 - (e) providing stewardship by actively protecting natural resources for future generations of people, animals and plants;
 - (f) sharing in the resource revenues and other benefits generated from the development of, or activity within, the Esk'etemculucw.

2.5 The Province's interests as they relate to the implementation of this Agreement include the following:

- (a) fulfilling the Province's consultation and accommodation obligations in a respectful, efficient and effective manner;
- (b) working collaboratively with Esk'etemc on decision-making processes that can contribute to sustainable management of land and natural resources;
- (c) achieving progress on the objectives of DRIPA and implementation of UNDRIP and the New Fiscal Framework;
- (d) maximizing collaboration among Provincial Agencies to increase the efficiency and effectiveness of land, water and natural resource decision-making;
- (e) advancing economic development and employment opportunities for families and communities (including Indigenous Peoples) in the Cariboo Region of British Columbia while maintaining high standards for the environment and management of natural resources; and
- (f) creating a positive investment climate and promoting internationally competitive forestry, mining and energy sectors in the Cariboo Region.

2.6 The Parties share the following interests:

- (a) working together to sustainably manage land, water and natural resources;
- (b) shifting the focus of their consultation relationship toward one based on strategic and operational land, water and natural resource management throughout Esk'etemculucw through the use of Strategic Initiatives;
- (c) capitalizing on landscape level opportunities to manage land, water and natural resources within the Esk'etemculucw in a manner that acknowledges and is respectful of Esk'etemc Aboriginal Interests;
- (d) identifying opportunities to share revenues and benefits of natural resource development in accordance with the principles of the New Fiscal Framework;
- (e) understanding and respecting the Parties' corresponding land use interests; and
- (f) implementing UNDRIP in accordance with *DRIPA*.

2.7 For the purposes of this Agreement, the Parties acknowledge Esk'etemc's and the Province's interests and look forward to further developing their government-to-government relationship in order to advance their individual and mutual interests in an open and respectful manner. The Parties recognize that resources and capacity are required to implement this Agreement and will work together to prioritize activities that align with their mutual interests and goals.

3.0 SCOPE

3.1 This Agreement applies to:

- (a) Esk'etemculucw as set out in the map at Appendix A;
- (b) all land, water and natural resource matters within the jurisdiction of Provincial Agencies outlined in Appendix B that may affect Esk'etemc

Aboriginal Interests, other than matters explicitly excluded from the Agreement;

- (c) other land, resource, economic or social development matters, as may be agreed to by the Parties.

3.2 This Agreement does not apply to:

- (a) any legislation policy development or legislation drafting engagement processes of any Provincial Agency; and
- (b) any province-wide policy development engagement processes.

3.3 Notwithstanding the foregoing the Parties acknowledge that Esk'etemc may be party to existing or future agreements relating to land and resource development, use and/or management that provide their own consultation framework and process to follow when the duty to consult is triggered and except where expressly stated this Agreement does not displace or supersede such agreement or the consultation framework provided for under such agreements.

4.0 ENGAGEMENT

4.1 The Province acknowledges that it has a duty to consult and, if appropriate, accommodate Esk'etemc regarding Applications that may adversely affect Esk'etemc Aboriginal Interests as prescribed under s. 35 of the *Constitution Act, 1982* and DRIPA. The Parties acknowledge that the parameters for fulfilling the duty to consult will vary depending on the nature of the Application and the location of the proposed activity and the Parties agree that in engaging in any consultation process they will follow the principles established by the common law and as more generally documented in the *Updated Procedures for Meeting Legal Obligations When Consulting First Nations* (as amended from time to time).

4.2 All Provincial Agencies will initiate engagement and consultation with Esk'etemc on its Application and for any other Crown conduct that otherwise triggers the duty to consult (such as regulatory enactment or amendment) by submitting an Information Package to Esk'etemc through the Esk'etemc Connect Portal, as directed by Esk'etemc's guidance.

4.3 In addition and for added clarity the Province will engage in consultation on the proposed *Land Act* authorizations listed below within Esk'etemculucw (as defined in Appendix A):

- (a) Crown Grant (fee simple) application
 - (b) New Lease applications, or
 - (c) Lease replacement.
- 4.4 The Province further agreed that it will provide the Esk'etemc Natural Resource Department, on a quarterly basis, with a document listing the outstanding, pending or proposed applications provided for under clauses 4.3(a) to (c) above.
- 4.5 The Province will support ongoing discussions with Esk'etemc on developing processes in support of shared decision-making with respect to lands, waters and natural resources in Esk'etemculucw;
- 4.6 The Parties agree that the structures and processes in this Agreement constitute the means by which they will:
 - (a) develop processes and a track record in support of collaborative stewardship with respect to lands, waters and natural resources in Esk'etemculucw;
 - (b) seek to develop, where appropriate, measures to accommodate Esk'etemc in relation to the potential impact of Applications on Esk'etemc Aboriginal Interests; and
 - (c) fulfill the procedural and information sharing obligations arising from the Province's duty to consult with Esk'etemc and where appropriate accommodate, regarding the potential impact on Esk'etemc Aboriginal Interests of an Application or Crown conduct subject to this Agreement.
- 4.7 Esk'etemc agrees that it will not charge any fees or seek capacity funding in relation to an Application or the fulfillment of the duty to consult and that the funding provided under section 12.0 of this Agreement provides Esk'etemc with the necessary financial capacity in order to participate in consultation on Applications during the term of this Agreement.

5.0 EXECUTIVE COMMITTEE

- 5.1 The Parties will establish an Executive Committee, the members of which will include the Chief or their Designated Representative and the relevant executive members of the Provincial Agencies or their Designated Representative.
- 5.2 The Executive Committee will meet up to once per year, or as agreed, either in person or by remote video link.
- 5.3 The Executive Committee will be responsible for:

- (a) Advancing, protecting and enhancing the relationship established by this Agreement;
- (b) discussing and attempting to resolve matters of regulatory and high-level policy concern to either Party with respect to the subject matter of this Agreement;
- (c) addressing Strategic Initiatives or any other matters that do not fall within the mandate and authority of the Stewardship Forum, or are forwarded to the Executive Committee by the Stewardship Forum;
- (d) overseeing the Dispute Resolution process as set out in Section 15; and
- (e) reviewing the effectiveness of the Agreement from time to time and making recommendations for priorities in the coming years.

6.0 STEWARDSHIP G2G FORUM

6.1 The Parties will establish a Stewardship Forum, based on the communication structure in place now, and will include representatives from the Esk'etemc and the Province and Provincial Agencies, when required and which will be responsible for:

- (a) understanding the Strategic Initiatives outlined in the "Strategic Initiatives Workplan" that accompanies this Agreement and is recognized as a "living" document being revised appropriately;
- (b) appointing staff to technical team(s) that will be responsible for carrying out work related to Strategic Initiatives, as and when needed;
- (c) planning, implementing, and evaluating this Agreement;
- (d) education regarding the Agreement implementation for the Parties' respective organizations;
- (e) holding regular meetings or meeting on an as-needed basis as mutually agreed by the Parties';

- (f) establish sub-tables as required for specific activities or tasks be undertaken, as Responsible Officials consider appropriate. Sub-tables will consist of technical staff appointed by each of the Parties to address operational, technical, and administrative elements regarding implementation of this Agreement; and
- (g) addressing other matters as agreed by the Parties.

6.2 Each Party will appoint a Responsible Official who will be responsible for:

- (a) overseeing and monitoring the implementation of this Agreement;
- (b) managing the work of the Stewardship G2G Forum;
- (c) facilitating Dispute Resolution or resolution of disagreements related to Strategic Initiatives, as set out in this Agreement;
- (d) approving or seeking approval for amendments to this Agreement;
- (e) co-chairing the Stewardship Forum; and
- (f) Esk'etemc will appoint a dedicated resource who will act as their Responsible Official and will be the primary lead in agreement implementation and internal coordination within Esk'etemc.

7.0 STRATEGIC INITIATIVES

- 7.1 Subject to respective approval processes of the Parties, Strategic Initiatives are an avenue for the two Parties to discuss initiatives important to them, pursuant to this Agreement, that are not necessarily initiated by an Application.
- 7.2 Through their Strategic Initiatives Workplan, Esk'etemc will pursue projects with the intent of improving and enhancing the Esk'etemc community for the benefit of the Esk'etemc peoples.
- 7.3 Prior to becoming a Strategic Initiative, if the proposed project impacts a Provincial Agency, the topic and scope and internal approvals of a proposed Strategic Initiative must be agreed to by the Parties in writing.
- 7.4 All Provincial Agencies potentially impacted by a proposed Strategic Initiative, including those not represented at the Stewardship Forum, must be consulted

before the Province can commit, if that is required, to a Strategic Initiative.

7.5 Land and Natural Resource Planning and Management

7.5.1 The Parties will actively and collaboratively seek to develop and implement land and natural resource planning and management that is consistent with the DRIPA within Esk'etemculucw. Broad categories as examples of potential Strategic Initiatives include:

- (a) fostering sustainable land and resource management within Esk'etemculucw, such as forest landscape planning;
- (b) cooperatively implementing landscape level opportunities within Esk'etemculucw in a manner that is consistent with the DRIPA (i.e. disposition of Crown Lands protocol); and
- (c) enhancing the environment and recreational areas and activities in Esk'etemculucw.

7.6 Economic Development Opportunities and Strategies

7.6.1 The Parties agree to discuss potential economic development opportunities and strategies that are consistent with DRIPA and the New Fiscal Framework, and provincial procurement policy.

7.6.2 The Parties may present opportunities and strategies consistent with the DRIPA to improve economic and cultural values of Esk'etemc's membership. Broad categories of such initiatives may include:

- (a) Training initiatives that may lead to increased employment or entrepreneurial opportunities of Esk'etemc members; and
- (b) Language and cultural revitalization initiatives.

8.0 OTHER GOVERNMENTS AND OTHER PROVINCIAL MINISTRIES OR ORGANIZATIONS

8.1 The Parties may collaborate when engaging with other governments, including Canada, other First Nations, and local governments on Strategic Initiatives.

8.2 The Parties may jointly invite Canada and other provincial ministries or

organizations to coordinate their processes for consultation and, where appropriate, accommodation of Esk'etemc Aboriginal Interests with the processes established under this Agreement.

- 8.3 The Parties may negotiate to bring other provincial ministries or organizations into this Agreement as Provincial Agencies.
- 8.4 If the Parties agree to bring other First Nation communities, provincial ministries or organizations into this Agreement, the Parties may negotiate additional funding to be provided to Esk'etemc by the Province to account for the increased demand on Esk'etemc's capacity that may result.

9.0 CONFIDENTIALITY AND INFORMATION SHARING

- 9.1 Esk'etemc and the Province acknowledge that any documents or other records pertaining to this Agreement and the implementation of this Agreement, including those provided by Esk'etemc, are subject to the Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165, as amended, and that the Act governs the disclosure of such documents or other records held by the Province.
- 9.2 Esk'etemc and their officials, employees, consultants, contractors, and advisors will each treat as confidential any information provided to them by the Province pertaining to this Agreement and the implementation of this Agreement and will not, without the prior written consent of the Province, publish, use, release or disclose, or permit to be published, used, released, or disclosed, either before or after the expiration of this Agreement, such information, except as required by law.

10.0 RESOURCE REVENUE SHARING

- 10.1 The Parties recognize that not all Provincial Agencies are revenue generating agencies, and that not all Provincial Agencies will be able to negotiate revenue sharing agreements.
- 10.2 The Parties may seek to identify potential resource revenue sharing or socio-economic opportunities relating to natural resource development projects in Esk'etemculucw in accordance with their respective policy and mandates, including the New Fiscal Framework. Such opportunities may relate to
- (a) new major projects (those requiring an environmental assessment under provincial or federal law) including mines, tourism resorts, clean energy power projects;
 - (b) the forest and range sector; and
 - (c) other resource-based opportunities agreed to by the Parties.

10.3 In the event that the Parties enter into a revenue-sharing agreement, the Parties may consider funding provided under this Agreement in determining any engagement capacity funding established through a revenue-sharing agreement.

10.4 Nothing in this Agreement precludes Esk'etemc from continuing to negotiate and implement revenue and benefits sharing agreements with proponents and Applicants.

11.0 IMPLEMENTATION

11.1 The Parties agree to implement this Agreement in accordance with a jointly developed workplan, as outlined in section 12.4 of this Agreement ("Implementation Workplan"). The Implementation Workplan will set out the goals for the forthcoming year(s) and will document the accomplishment(s) and goals achieved from prior year(s) and the Implementation Workplan is subject to the Province's satisfaction and approval which shall not be unreasonably withheld.

12.0 FUNDING

12.1 The Parties agree that funding resources are necessary for effective implementation of this agreement.

12.2 For the term of this Agreement, the Province will provide Esk'etemc with an amount not to exceed \$150,000 in each fiscal year to support Esk'etemc's implementation of this agreement.

12.3 For the first fiscal year payment, and subject to receiving the necessary deliverables from Esk'etemc, the Province will make best efforts to issue the payment to Esk'etemc within 60 days of receiving a signed Agreement and an Implementation Workplan for the year.

12.4 For each fiscal year and as a condition of the payment of funds by the Province to Esk'etemc the First Nation will submit to the Province an annual financial report, a progress report and an Implementation Workplan for the year outlining any key activities, successes, and insights into how to improve future work.

12.5 Funding provided by the province under Section 12.2 of this Agreement will be utilized by Esk'etemc for implementation of this Agreement and matters related to the implementation of this Agreement, and such other matters as mutually agreed by the Parties.

12.6 Notwithstanding any other provision in this Agreement, any payment of funds by the Province to Esk'etemc for any purpose pursuant to this Agreement is subject to:

- (a) Annual appropriations, as defined in the Province's *Financial Administration Act*, for the fiscal year in which the payment becomes due to enable to Province to make such a payment; and
- (b) Any Treasury Board, as defined in the Province's *Financial Administration Act*, condition or limitation placed on an expenditure under any appropriation necessary to make such a payment.

12.7 The funding provided to Esk'etemc through this Agreement does not preclude Esk'etemc from accessing funding that may be available through any other level of government, non-government body, or any provincial ministry or organization other than a Provincial Agency.

13.0 AGREEMENT MONITORING AND EVALUATION

13.1 The Parties agree to monitor progress with respect to commitments under this Agreement;

13.2 The Parties will initiate a review of the Agreement within 12 months of the Effective Date of this Agreement or by mutual agreement and may make recommendations respecting its amendment.

13.3 The Parties agree that this Agreement is an interim agreement and that the Parties may, during the term, meet with the intent of considering possible amendments to this Agreement, including to align this Agreement more consistently with UNDRIP and the New Fiscal Framework.

14.0 AMENDMENT

14.1 Either Party may make recommendations to the Responsible Officials respecting amendments to improve this Agreement, or the Responsible Officials may exchange a proposed amendment to this Agreement in writing.

14.2 Proposed amendments of a significant nature, such as changes to:

- (a) the Parties;
- (b) Esk'etemculucw;
- (c) Part 2, Principles, Purpose and Interests;
- (d) Part 3, Scope;
- (e) Part 7, Strategic Initiatives;
- (f) Part 12, Funding;
- (g) Part 14, Amendments;
- (h) Part 16, Term and Termination;
- (i) Part 17, General Provisions; and
- (j) other matters that the Responsible Officials agree are of a significant nature,

must be agreed to in writing by the Minister of Indigenous Relations and Reconciliation on behalf of the Province and by the Chief of Esk'etemc.

- 14.3 For all other amendments, upon endorsement by the Stewardship Forum, the Responsible Officials have the authority to agree in writing to amend this Agreement.

15.0 DISPUTE RESOLUTION

- 15.1 The Parties acknowledge that this Agreement is designed in the spirit of reconciliation to mitigate, reduce or avoid issues or differences over land and natural resources management decision-making and is intended in part to reduce the need for the Parties to use formal Dispute Resolution mechanisms in respect of Disputes arising out of the interpretation and implementation of this Agreement.
- 15.2 The Parties will endeavor to resolve Disputes that may arise about this Agreement or its interpretation and implementation in a cooperative, effective and timely manner that fosters an improved, ongoing and respectful government to government relationship between the Parties and in a manner that seeks to achieve consensus.
- 15.3 The Parties agree to the following process to resolve Disputes:
- (a) if the Parties are unable to resolve a Dispute, the Responsible Officials will exchange in writing a full description of the areas of disagreement and any outstanding issues and attempt(s) to resolve the Dispute within the Stewardship Forum, within 15 days;
 - (b) if the Dispute remains unresolved within the Stewardship Forum after the process provided for under section 15.3(a), after 15 days the Responsible Officials will refer the dispute to the Executive Committee for resolution;
 - (c) if the Dispute remains unresolved by the Executive Committee, after the process provided for under section 15.3(b), the Executive Committee may, by mutual agreement, within 30 days, undertake one or more of the following measures in attempt to resolve the Dispute:
 - i) use non-binding facilitation or mediation, or both, under terms agreeable to both Parties; or
 - ii) seek other dispute resolution measures as appropriate to the nature of the Dispute and as mutually agreed to by the Parties.
- 15.4 Nothing in this part prevents a Party from commencing arbitral or judicial proceedings at any time:

- (a) to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
- (b) to obtain interlocutory or interim relief that is otherwise available pending resolution of the Dispute under this part, including injunctive relief.

16.0 TERM AND TERMINATION

- 16.1 The term of this Agreement will be three (3) years commencing on the Effective Date.
- 16.2 Where the Parties agree to extend the term of the Agreement, they will negotiate and attempt to reach agreement on the terms of the extension, including terms relating to the provision of funds to support the implementation of the Agreement extension.
- 16.3 Subject to section 16.4, either Party may terminate this Agreement upon 60 days' written notice, which notice shall include the intended termination date and a detailed explanation of the reasons for the termination.
- 16.4 In recognition of the enduring value of a government-to-government relationship, the Parties will exhaust the opportunities presented by this Agreement, including the Dispute Resolution provisions in section 15 of this agreement, where applicable, to resolve any disagreement related to this Agreement before giving notice under section 16.3.
- 16.5 Upon notice of termination under section 16.3 the Responsible Officials will meet in a final effort to avoid termination of this Agreement.
- 16.6 If this Agreement is terminated for any reason, the Parties commit to continuing their government-to-government relationship in accordance with the DRIPA and in the spirit of reconciliation.
- 16.7 Where Esk'etemc received funding from the Province to implement this Agreement, will remit any unspent funds to the Province or the pro-rated amount of funding provided for the remainder of the agreement year, wherever is greater, within thirty (30) days of the termination of this Agreement.

17.0 GENERAL PROVISIONS

- 17.1 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;

- (b) create, recognize, define, deny, limit, amend or prejudice any Aboriginal Interests;
 - (c) alter or limit the Parties' constitutional jurisdiction or obligations, legal rights or statutory authority or obligations, except as expressly set out in the Agreement;
 - (d) except as specifically provided herein, limit the position any Party may take in any legal or administrative proceedings or in any discussions, Treaty negotiations or other negotiations, or discussions in any other forum;
 - (e) replace any federal or provincial environmental assessment processes;
 - (f) constitute any admission of fact or liability;
 - (g) except as specifically provided herein, affect any existing authorization or tenure issued by the Province; or
 - (h) replace the consultation processes for authorizations that are subject to any consultation agreements between the Parties, or impact funding provided under those agreements, unless the relevant Parties agree to amend the agreements per the processes included in those agreements.
- 17.2 Esk'etemc's agreement with the structures and processes in this Agreement does not, in itself, constitute express or implied agreement to any decisions on Applications.
- 17.3 The Parties do not intend this Agreement to create processes to fulfill any obligations of Ministries or Provincial organizations other than Provincial Agencies in relation to consultation and, where appropriate, accommodation to Esk'etemc, unless specifically agreed to following an invitation pursuant to section 9.2.
- 17.4 The Parties agree that in order to allow for creative discussion of land and natural resource matters, they may jointly agree to undertake specific discussions on a "without prejudice" basis. When such discussions take place, they will specifically be recorded as having occurred on a "without prejudice" basis.
- 17.5 There will be no presumption that any ambiguity in any of the terms in this Agreement should be in favour of either Party.

- 17.6 The use of the word "including" does not limit the generality of the preceding term or phrase.
- 17.7 Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 17.8 This Agreement may be executed in counterparts.
- 17.9 This Agreement and any amendments to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.
- 17.10 If any part of this Agreement is declared or held invalid, the Parties agree to negotiate and attempt to reach agreement on a replacement for that part, and if no agreement is reached, the Parties may refer the matter to Dispute Resolution.
- 17.11 In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.
- 17.12 In this Agreement, 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.
- 17.13 No term, condition, covenant or other provision in this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 17.14 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.
- 17.15 Where this Agreement contains a reference to a number of days between two events, in calculating the number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.
- 17.16 The Parties agree that they will utilize electronic and other methods of communication to share information necessary for the purposes of engagement whenever practicable and appropriate.
- 17.17 The Parties will establish and maintain a system for the management, storage and disposal of records and safeguarding of information.
- 17.18 Nothing in this Agreement diminishes the responsibility or replaces the obligations of third parties to Esk'etenc.

18.0 REPRESENTATIONS AND WARRANTIES

18.1 The Province represents and warrants that it has the authority to enter into this Agreement and to make the covenants and representations in this Agreement, and this Agreement is a valid and binding obligation of the Province.

18.2 Esk'etemc represents and warrants that:

(a) for the purposes of this Agreement it has the legal power, capacity and authority to act for, and on behalf of its Members with respect to Esk'etemc Aboriginal Interests and associated Esk'etemc land and resource authorities, and to make the covenants, acknowledgements and representations in this Agreement;

(b) this Agreement is a valid and binding obligation of the signatories;

19.0 NOTICE

19.1 Where in this Agreement written notice is required to be given by either of the Parties, it will be effectively given by:

(a) delivery to the address of the Party set out below, on the date of delivery;

(b) pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered; or

(c) electronic mail (email) to the email address of the individual identified by each Party" to receive email notices under this Agreement.

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

Esk'etemc:

Kukpi7 Fred Robbins and Council
PO Box 78
Alkali Lake, BC V0L 1B0
Email: fredr@esketemc.ca

The Province:

Ministry of Indigenous Relations and Reconciliation
Attn: Chief Negotiator South Area
3rd Floor - 2957 Jutland Road, Victoria, BC VBT 5J9
Email: Richard.Toperczer@gov.bc.ca

THE PROVINCE OF BRITISH COLUMBIA,
as represented by:



Honourable Spencer Chandra Herbert,
Minister of Indigenous Relations, and
Reconciliation

Sept 14 2026

Date

ESK'ETEMC FIRST NATION,
as represented by:



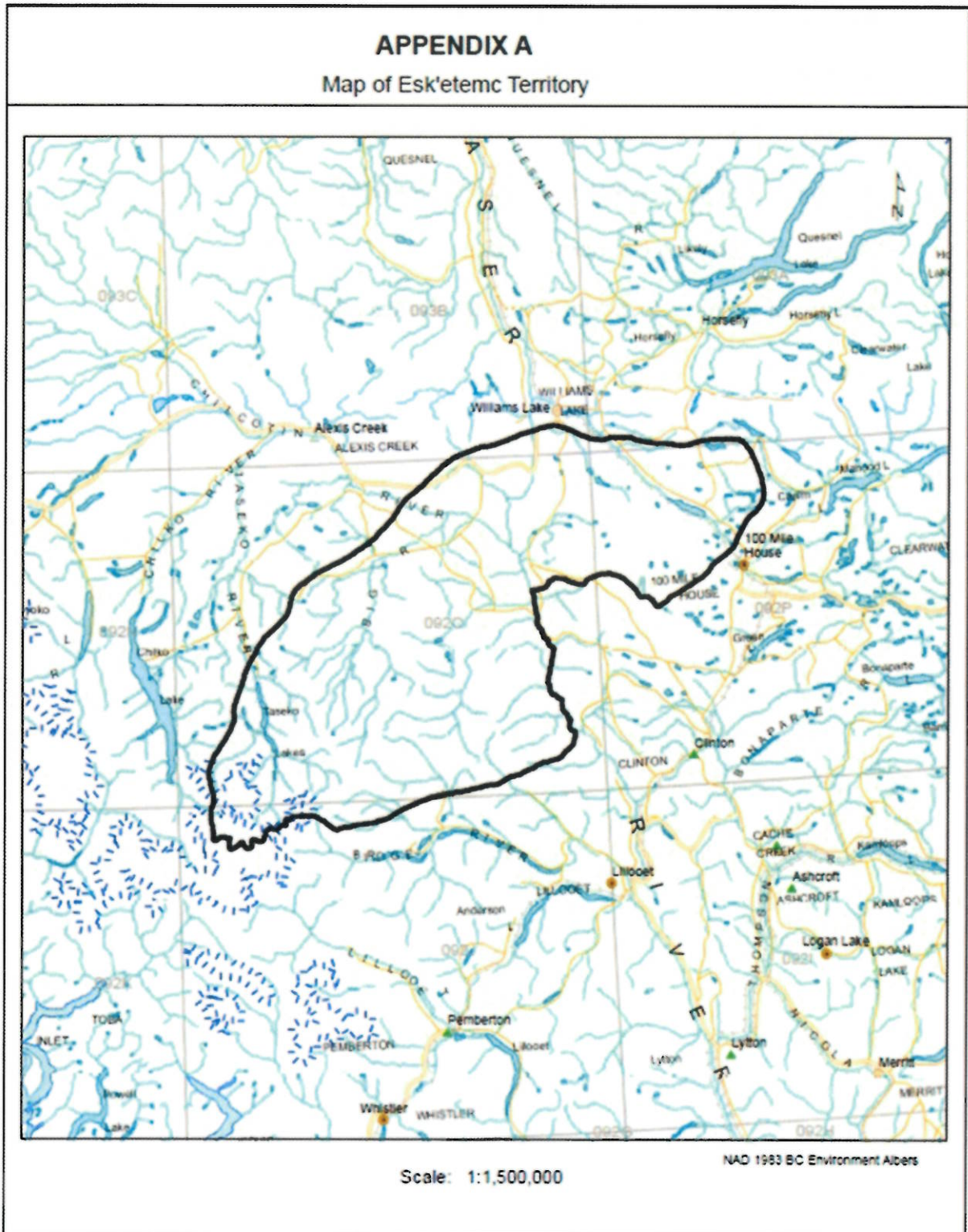
Kukpi7 Fred Robbins
Esk'etemc First Nation

Sept 14 2026

Date

- 19.3 Either Party will give written or email notice to the other of any change of address or email address of the Parties in 19.2. After the giving of such notice, the address or email address therein specified in 19.2 will, for the purpose of this Agreement, be conclusively deemed to be the address or email address of the Party giving such notice.

Appendix A: Esk'etemculucw



APPENDIX B: PROVINCIAL AGENCIES

1. Ministry of Agriculture and Food
2. Ministry of Mining and Critical Minerals
3. Ministry of Environment and Parks
4. Ministry of Forests (including BC Timber Sales)
5. Ministry of Indigenous Relations and Reconciliation
6. Ministry of Jobs and Economic Growth
7. Ministry of Water, Land and Resource Stewardship

APPENDIX C: PAYMENT SCHEDULE & FINANCIAL REPORTING

THIS PAYMENT SCHEDULE AND ANNUAL REPORT TEMPLATE IS PROVIDED TO ASSIST PREPARATION OF THE ANNUAL FINANCIAL REPORT REQUIRED UNDER SECTION 12.4.

SECTION 1: PAYMENT SCHEDULE

	<i>DELIVERY</i>	<i>RELEASE MECHANISM</i>	<i>AMOUNT</i>
<i>YEAR 1 Execution date to September 1, 2027</i>	60 DAYS FROM EFFECTIVE DATE AND RECEIPT OF THE IMPLEMENTATION WORKPLAN	FUNDS RELEASED AS PER PART 12.3 OF THE AGREEMENT.	\$ 150, 000.00
<i>YEAR 2 September 1, 2027 – August 31, 2028</i>	60 DAYS BEFORE THE FIRST ANNIVERSARY OF EFFECTIVE DATE OR RECEIPT OF THE REPORTS SPECIFIED AT PART 12.4 OF THE AGREEMENT, WHICHEVER IS LATER	FUNDS RELEASED AS PER PART 12.3 OF THE AGREEMENT.	\$ 150, 000.00
<i>YEAR 3 September 1, 2028 – August 31, 2029</i>	60 DAYS BEFORE THE FIRST ANNIVERSARY OF EFFECTIVE DATE OR RECEIPT OF THE REPORTS SPECIFIED AT PART 12.4 OF THE AGREEMENT, WHICHEVER IS LATER		\$ 150, 000.00
<i>TOTAL G2G FUNDING</i>			\$ 450, 000.00

SECTION 2: ANNUAL FINANCIAL REPORT TEMPLATE

<i>AGREEMENT COMPONENTS</i>	<i>MEASUREMENT CRITERIA</i>	<i>ANNUAL EXPENDITURES</i>	<i>SPECIFIC OUTCOMES</i>
G2G FORUM	(E.G., NUMBER OF MEETINGS HELD, KEY		

	MILESTONES)		
ENGAGEMENT	(E.G., STAFF, NUMBER OF CONSULTATION ENGAGEMENTS PER SECTION 4 SUBMITTED)		
STRATEGIC INITIATIVES	SUMMARY OF STANDING STRATEGIC INITIATIVES		
NEGOTIATION OF OTHER AGREEMENTS			
OTHER			