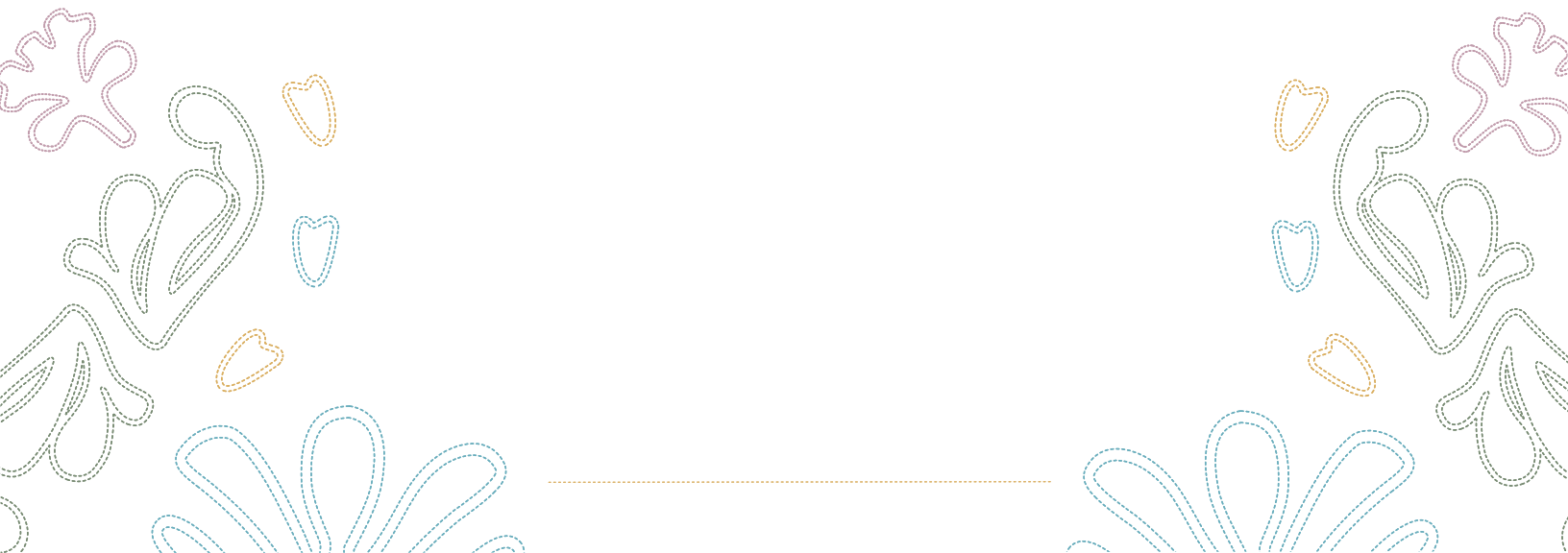




Declaration Act Consent Decision-Making Agreement for Red Chris Porphyry Copper-Gold Mine Project



Declaration Act Consent Decision-Making Agreement for Red Chris Porphyry Copper-Gold Mine Project

BETWEEN:

His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of Environment and Climate Change Strategy, and the Minister of Indigenous Relations and Reconciliation

AND:

Tahltan Central Government on behalf of the Tahltan Nation

(collectively the “**Parties**” and individually a “**Party**”)

WHEREAS

- A. The Province recognizes and respects that Tahltan’s Title and Rights, including self-government rights, exist throughout Tahltan Territory and that Tahltan has a unique relationship to and connection with the land, water and resources throughout Tahltan Territory;
- B. The 1910 Declaration guides all Tahltan land, water and resource decisions and sets out fundamental Tahltan values that remain central to Tahltan governance of the land, water and resources in Tahltan Territory;
- C. The Parties share the goal of ensuring that Tahltan Territory becomes a world-class sustainable mining jurisdiction that benefits Tahltan and the Province;
- D. The Proponent currently operates the Red Chris Mine located in Tahltan Territory and has been issued the EA Certificate;
- E. The Proponent has proposed to amend the EA Certificate to support the development of the Red Chris Mine over time;
- F. All proposed amendments to the EA Certificate will be subject to review under the EA Act and subject to this Agreement, including the consent-based decision-making process that will be applied only to proposed amendments that constitute a Substantial Change;

- G. The Parties have undertaken an engagement process with the Proponent in developing this Agreement, including in relation to the process by which the Parties will determine whether an amendment constitutes a Substantial Change and when TCG's consent as an Indigenous governing body will be required;
- H. In recognition of Tahltan's self-government rights, the Parties have a history of developing and implementing shared decision-making processes in Tahltan Territory, and wish to build on the progress that has been made and further strengthen their government-to-government relationship by clarifying the relationship between Tahltan jurisdiction and provincial jurisdiction in relation to the Assessments;
- I. The Province has committed to implement the UN Declaration, which recognizes self-determination and self-government and provides that states shall consult and cooperate in good faith with Indigenous peoples through their own representative institutions in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources;
- J. In keeping with its commitment to implement the UN Declaration, the Province enacted the Declaration Act on November 28, 2019;
- K. Subsection 7(1)(b) of the Declaration Act provides that the Lieutenant Governor in Council may authorize the Province to negotiate and enter into an agreement with an Indigenous governing body that relates to the consent of that Indigenous governing body before the exercise of a statutory power of decision;
- L. Subsection 7(b) of the EA Act provides that a reviewable project may not proceed without the consent of an Indigenous nation in an area that is the subject of an agreement between the Indigenous nation and the government that requires this consent and is prescribed by the Lieutenant Governor in Council;
- M. Subsection 32(7) of the EA Act provides that before making a decision to issue an amendment to a project, the CEAO must seek to achieve consensus with participating Indigenous nations with respect to the amendment;
- N. Subsection 7(1) of the Environment and Land Use Act provides that the Lieutenant Governor in Council may make orders the Lieutenant Governor in Council considers necessary or advisable respecting the environment or land use; and

- O. This Agreement represents another incremental step in the process of reconciliation and will inform long-term, consent-based decision-making processes which, subject to required mandates being obtained by each of the Parties, will be negotiated under separate agreements or the Foundation Agreement for other proposed mining projects in Tahltan Territory, based on the recognition of Tahltan's Title and Rights and, as applicable, the UN Declaration, the implementation of the Declaration Act, the Draft Principles, the *Calls to Action of the Truth and Reconciliation Commission*, and the Supreme Court of Canada's decision in *Tsilhqot'in Nation v. British Columbia*, 2014 SCC 44.

Part 1 Definitions and Interpretation

- 1.1 For the purposes of this Agreement, the following definitions apply:

"1910 Declaration" means the 1910 Declaration of the Tahltan Tribe signed on October 18, 1910 and reaffirmed by Tahltan on its 100th anniversary on October 18, 2010;

"Agreement" means this Declaration Act Consent Decision-Making Agreement for the Red Chris Mine;

"Amendment" means a proposed amendment to the EA Certificate under subsection 32(3) of the EA Act in relation to a Substantial Change as proposed in an Application;

"Amendment Order" means an order that amends the EA Certificate under subsection 32(3) of the EA Act, including any schedules containing the Certified Project Description and conditions, to permit a Substantial Change to proceed;

"Amendment Policy" means the EAO's *Environmental Assessment Certificate and Exemption Order Amendment Policy*, as may be amended;

"Amendment Procedures" means the procedures and methods for the Assessments of a Substantial Change under subsection 32(2) of the EA Act and the TCG policies and guiding documents including those referenced in section 7.3 of this Agreement;

"Application" means an application, which may be supplemented from time to time with additional information, for approval of a Substantial Change;

"Application Information Requirements" means the information that the Proponent is required to provide in an Application;

“**Assessment Report**” means a written report submitted by the EAO to the Provincial Decision Maker in relation to a Substantial Change;

“**Assessments**” means both the Provincial Assessment and the Tahltan Assessment;

“**Calendar Day**” means a day shown on the calendar, including Saturday, Sunday and any day that is a Holiday;

“**CEAO**” means the Chief Executive Assessment Officer as defined in the EA Act or any person delegated to undertake the powers assigned to the Chief Executive Assessment Officer;

“**Certified Project Description**” means a legally binding description of a Substantial Change that describes what is certified by the EA Certificate, including all the project components, activities and their locations;

“**Collaboration Team**” means the body established pursuant to section 6.5 comprised of:

- a) the TCG Lands Director and any additional individual designated by the TCG Lands Director pursuant to section 6.6; and
- b) the EAO Project Lead and any additional individual designated by the EAO Project Lead pursuant to section 6.6;

“**Confidential Information**” means any information provided by a Party under this Agreement to the other Party that is identified in writing as being confidential, which may include information disclosed pursuant to subsection 75(2) of the EA Act but does not include Confidential Tahltan Knowledge, information that is already in the public domain, or information already in the possession of the Party to whom it is provided;

“**Confidential Tahltan Knowledge**” means any Tahltan Knowledge provided by TCG to the Province that is identified in writing as being confidential;

“**Consensus Tracking Tool**” means a comprehensive and accountable tracking system that identifies issues raised in the Assessments and sets out whether, by the completion of each of the process steps set out in Part 7 of this Agreement, an issue:

- a) has been resolved;

- b) is being carried forward to a subsequent phase of the Assessments or carried forward to a subsequent regulatory process;
- c) is out of scope of the Assessments and may be better addressed through other avenues; or
- d) may require Dispute Resolution;

“Consent Area” means the area identified as the “Consent Area” on the map in Schedule B and any changes to that area as may be agreed to by the Parties under section 4.10;

“Constitution Act, 1982” means the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11;

“Declaration Act” means the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c. 44;

“Dispute Resolution” means the dispute resolution processes set out in Part 10;

“Draft Principles” means the *Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples* released by the Province on May 22, 2018;

“EA Act” means the *Environmental Assessment Act*, SBC 2018, c. 51;

“EA Certificate” means the environmental assessment certificate M05-02 for the Red Chris Mine;

“EAO” means the Environmental Assessment Office that is continued under the EA Act;

“EAO Project Lead” means the individual appointed to be the EAO’s lead for the purposes of carrying out a Provincial Assessment;

“ELUA Order” means an Order in Council issued by the Lieutenant Governor in Council under subsection 7(1) of the *Environment and Land Use Act* in relation to the EA Certificate which confirms that an Amendment is a “reviewable project” for the purposes of section 7(b) of the EA Act;

“Environment and Land Use Act” means the *Environment and Land Use Act*, RSBC 1996, c. 117;

“**Foundation Agreement**” means the agreement being negotiated by the Parties pursuant to the Consolidated Shared Prosperity Agreement dated for reference March 30, 2020, as amended July 28, 2021;

“**Freedom of Information Act**” means the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165;

“**Holiday**” means any day that is National Indigenous Peoples Day (June 21), Tahltan Day (October 18), a statutory holiday in the Province of British Columbia, or a national statutory holiday in Canada;

“**Judicial Review Procedure Act**” means the *Judicial Review Procedure Act*, RSBC 1996, c. 241;

“**Management Team**” means the body established under section 6.2 comprised of:

- a) the TCG Lands Director;
- b) the TCG Chief Negotiator;
- c) Assistant Deputy Minister of EAO;
- d) Assistant Deputy Minister of Indigenous Relations and Reconciliation; and
- e) Assistant Deputy Ministers and representatives from other Provincial ministries as required;

“**Minister**” means the Minister of Environment and Climate Change Strategy;

“**Project Description**” means the description of a proposed amendment to the EA Certificate;

“**Proponent**” means the holder of the EA Certificate and its successors and assigns;

“**Province**” means His Majesty the King in Right of the Province of British Columbia;

“**Provincial Assessment**” means an assessment under the EA Act;

“**Provincial Decision Maker**” means the CEAO, or the Minister if the CEAO refers an Application to the Minister under subsection 32(3) of the EA Act;

“**Provincial Official**” means:

- a) any minister, public official, employee, contractor, agent, or representative of the Province; or
- b) any person acting as a decision-maker under any enactment of the Province;

“**Public Engagement**” means the EAO’s public engagement on an Application as identified in the Amendment Procedures;

“**Red Chris Mine**” means the Red Chris Porphyry Copper-Gold Mine Project certified under the EA Certificate;

“**Senior Officials Table**” means the body established under section 6.3 comprised of:

- a) the TCG President;
- b) the TCG Vice-President;
- c) Chiefs of Tahltan Band and Iskut Band;
- d) the TCG Lands Director;
- e) Associate Deputy Minister of EAO;
- f) Deputy Minister of Indigenous Relations and Reconciliation; and
- g) Deputy Ministers or representatives from other Provincial ministries as required;

“**Senior Representatives**” means the TCG President on behalf of TCG, and the Minister and the Minister of Indigenous Relations and Reconciliation on behalf of the Province;

“**Substantial Change**” means a proposed change to the Red Chris Mine with characteristics of a complex amendment as identified in Table 1 of the EAO’s Amendment Policy, as determined through the process under section 4.6;

“**Tahltan**” means the Tahltan Nation, being the collective of individuals who hold and may exercise Tahltan’s Title and Rights;

“**Tahltan Assessment**” means an assessment undertaken by TCG that includes the development of a Tahltan Risk Assessment Report;

“**Tahltan Community Engagement**” means the TCG’s community engagement on a Substantial Change;

“**Tahltan Continuum**” means Tahltan’s current, ongoing and future exercise of Tahltan’s Title and Rights for all time, founded on Tahltan’s historic use and occupation of Tahltan Territory since time immemorial;

“**Tahltan Impact Assessment Policy**” means the Tahltan policy approved by the TCG Board on November 30, 2022 that guides TCG’s impact assessments and decision-making about projects in Tahltan Territory, as amended by TCG from time to time;

“**Tahltan Knowledge**” means the cultural heritage, traditional knowledge and traditional cultural expressions of the Tahltan, and knowledge of traditional Tahltan lifeways and systems, whether embodied in tangible or intangible form, and from ancient and contemporary time, transmitted from generation to generation that Tahltan makes available for consideration in the Assessments, including:

- a) manifestations of Tahltan sciences, technologies and cultures, including environmental knowledge, use of natural resources, land use and occupation, systems of land tenure and self-management;
- b) governance and laws, including intra- and inter-societal relations;
- c) spiritual knowledge;
- d) immovable cultural property, including sacred and culturally significant sites and burial grounds;
- e) human and genetic resources and remains;
- f) knowledge of fauna and flora, seeds, medicines, water, soils, weather, solar and lunar effects, processes and cycles;
- g) oral traditions, literatures, and visual and performing arts, including songs, dances, music, stories, ceremonies, symbols and designs;

- h) sports and traditional games;
- i) any documentation of Tahltan heritage, including in archives, film, photographs, videotape, audiotape and all forms of media, including all analysis, compilations, studies, reports or other materials;
- j) factual knowledge about the environment and the relations and connections within the environment, ranging from Tahltan living memory to the memory of several generations preserved as oral history;
- k) factual knowledge about past and current use of the environment or other matters of social or historical interest that bear on the traditional use and rights of Tahltan; and
- l) culturally based value statements about how things should be, and what is fitting and proper to do with respect to animals, the environment, human health and well-being in a holistic sense;

“Tahltan Nation Member” means an individual who is a member of Tahltan;

“Tahltan Official” means:

- a) any officer, director, agent, employee, public official, or representative of TCG; or
- b) any person acting as a decision-maker under this Agreement on behalf of TCG;

“Tahltan Resource Development Policy” means the Tahltan Tribal Council Resource Development Policy Statement issued by Tahltan on April 7, 1987;

“Tahltan Risk Assessment” means an assessment to be carried out by TCG pursuant to section 7.38, in accordance with the Tahltan Risk Assessment Factors;

“Tahltan Risk Assessment Factors” mean factors to be identified by TCG, including the factors set out in Schedule C, which will be set out in the Amendment Procedures and the Application Information Requirements, as applicable, for a Substantial Change pursuant to subsection 7.21(c);

“**Tahltan Risk Assessment Report**” means a written report described in sections 7.38 and 7.39 and submitted to the TCG Board under subsection 8.1(b);

“**Tahltan Significance Factors**” means the factors TCG will take into account in assessing whether a Substantial Change is likely to result in significant adverse or cumulative effects to Tahltan Values, which will be set out in the Amendment Procedures and the Application Information Requirements, as applicable, for a Substantial Change pursuant to subsection 7.21(j);

“**Tahltan Sustainability Requirements**” include the requirements set out in Schedule D and any additional requirements identified by TCG, which will be set out in the Amendment Procedures and the Application Information Requirements, as applicable, for a Substantial Change pursuant to subsection 7.21(c);

“**Tahltan Territory**” means the area that Tahltan identifies as the area where it holds Title and Rights, and which is shown in Schedule A of this Agreement;

“**Tahltan Values**” means values identified by TCG, such as archaeological sites, environmentally or culturally sensitive areas, wildlife, fish, plants, rivers, waterbodies or other features important to Tahltan to be included in the Assessments and assessed in a holistic manner, and which will be set out in the Amendment Procedures and the Application Information Requirements, as applicable, for a Substantial Change pursuant to subsection 7.21(h);

“**TCG**” or “**Tahltan Central Government**” means Tahltan Central Government, a society within the meaning of the *Societies Act*, SBC 2015, c. 18 (Incorporation Number S0011952) and the Indigenous governing body of Tahltan, and its successors and permitted assigns;

“**TCG Board**” means the Board of Directors of TCG;

“**TCG Chief Negotiator**” means the individual appointed by TCG to be the chief negotiator for the TCG in relation to negotiations with proponents or the Crown;

“**TCG Lands Department**” means the lands department within TCG;

“**TCG Lands Director**” means the individual appointed by TCG to be the director of the TCG Lands Department;

“**TCG Notice of Decision**” means TCG’s notice of decision in relation to a Substantial Change pursuant to section 8.2 or section 9.4;

“**TCG President**” means the individual elected by Tahltan Nation Members to be the president of the TCG;

“**Technical Advisory Committee**” means the committee established under subsection 21(1) of the EA Act;

“**Title and Rights**” means asserted or determined Aboriginal rights, including Aboriginal title and self-governance rights, recognized and affirmed under section 35 of the Constitution Act, 1982;

“**UN Declaration**” means the *United Nations Declaration on the Rights of Indigenous Peoples*; and

“**Work Plan**” means a plan developed pursuant to section 7.8 for a Substantial Change, as may be amended from time to time.

1.2 In this Agreement:

- a) “includes” and “including” are not intended to be limiting;
- b) the recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- c) any reference to a statute includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- d) unless the context otherwise requires, words expressed in the singular include the plural and vice versa;
- e) “consensus” means an outcome or approach that is actively supported or is not objected to by the Parties;
- f) “Indigenous governing body” has the same meaning as in the Declaration Act;
- g) “participating Indigenous nation” has the same meaning as in the EA Act;
- h) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party;
- i) in the calculation of time under this Agreement, if the time for doing an act falls or expires on a day that is a Holiday or a weekend, the time is

extended to the next Calendar Day that is not a Holiday or a weekend;
and

- j) “meet” and “meeting” means a discussion, whether in-person, by phone, or online.

1.3 The following Schedules are incorporated into and form part of this Agreement:

- **Schedule A** Map of Tahltan Territory
- **Schedule B** Map of Consent Area
- **Schedule C** Tahltan Risk Assessment Factors
- **Schedule D** Tahltan Sustainability Requirements

Part 2 Purpose

2.1 The purposes of this Agreement are to:

- a) set out a consent-based decision-making process that will be used for Assessments of Substantial Changes pursuant to subsection 7(1)(b) of the Declaration Act;
- b) set out the process the Parties will use to determine whether a proposed amendment constitutes a Substantial Change;
- c) provide clarity and transparency for the Parties’ respective processes for Assessments and decision-making in relation to Substantial Changes;
- d) allow the Parties to engage in cohesive and comprehensive processes for Assessments that effectively support informed decision-making for both TCG and the Province in relation to Substantial Changes;
- e) set out the area that requires TCG’s consent before a Substantial Change can proceed in that area pursuant to subsection 7(b) of the EA Act; and
- f) set out how the Proponent will be engaged in the Parties’ respective processes for Assessments and decision-making in relation to a Substantial Change.

Part 3 Principles

3.1 The Parties' work under this Agreement will be guided by the following principles:

- a) **Recognition and implementation of Tahltan's Title and Rights.** To continue to advance reconciliation between Tahltan and the Province based on the recognition of Tahltan's Title and Rights in Tahltan Territory and, as applicable, the implementation of the 1910 Declaration, the UN Declaration, the Declaration Act, the Draft Principles, the *Calls to Action of the Truth and Reconciliation Commission*, and the Supreme Court of Canada's decision in *Tsilhqot'in Nation v. British Columbia*, 2014 SCC 44;
- b) **Respect for and implementation of TCG Decision-Making.** To respect and implement Tahltan's right of self-determination and decision-making authority as Title and Rights holders and stewards over the land, water and resources throughout Tahltan Territory;
- c) **Sustainability and balance.** To ensure the sustainability of resource development in Tahltan Territory for future generations and to achieve current and future environmental, land and water use, social, cultural and economic goals;
- d) **Informed decision-making.** To foster Assessments that support informed decision-making by TCG and the Province and that incorporate Tahltan Knowledge;
- e) **Predictability, accountability, transparency and administrative fairness.** To demonstrate process predictability, shared accountability, transparency and administrative fairness in the reconciliation of Tahltan and Provincial jurisdiction in the Assessments and decision-making processes in relation to Substantial Changes; and
- f) **Effective coordination.** To seek to achieve effective and coordinated regulatory processes.

Part 4 Scope of Agreement and TCG Consent

- 4.1 This Agreement is an agreement with an Indigenous governing body within the meaning of subsection 7(1)(b) of the Declaration Act relating to the consent of TCG, as an Indigenous governing body, before the exercise of a statutory power of decision.
- 4.2 This Agreement will apply to any proposed amendment to the EA Certificate by the Proponent.

- 4.3 In the event the Proponent submits an initial project description for a reviewable project under subsection 13(1) of the EA Act in relation to the Red Chris Mine, the Parties will negotiate, in good faith, a separate consent-based decision-making agreement or amend this Agreement for the Assessments of that reviewable project, pursuant to subsection 7(1)(b) of the Declaration Act and the Province's existing mandate to negotiate an agreement relating to the consent of TCG in respect of decisions under the EA Act related to the Red Chris Mine.
- 4.4 In accordance with the ELUA Order, this Agreement is an agreement between an Indigenous nation and the Province related to a reviewable project within the meaning of subsection 7(b) of the EA Act.
- 4.5 The consent of TCG, provided in accordance with this Agreement, is required for a Substantial Change to proceed within the Consent Area.
- 4.6 To achieve consensus regarding whether a proposed amendment described in a Project Description constitutes a Substantial Change, the Parties will undertake the following steps upon receiving a Project Description:
- a) the TCG Lands Director and the EAO Project Lead will review the Project Description and engage the Proponent to obtain further information and obtain their views on whether that amendment is a Substantial Change, to inform the determination made pursuant to subsection 4.6(b);
 - b) the TCG Lands Director and the EAO Project Lead will make a determination of whether the proposed amendment constitutes a Substantial Change, taking into account the information and views of the Proponent provided pursuant to 4.6(a);
 - c) if the TCG Lands Director and the EAO Project Lead are unable to achieve consensus on the determination pursuant to subsection 4.6(b), they will refer the issue to the Senior Officials Table in a timely manner;
 - d) if the Senior Official Table is unable to resolve the issue within 30 Calendar Days, the matter will be referred to the Senior Representatives who will meet to discuss the matter;
 - e) in attempting to address the reasons for lack of consensus on the determination, the Senior Officials Table or the Senior Representatives may consider the use of third parties, such as facilitators, mediators, or arbitrators, with each Party paying its own costs of the facilitation, mediation, or arbitration and one-half of the costs of the facilitator, mediator, or arbitrator; and

- f) the Parties will inform the Proponent of the final determination on whether the proposed amendment constitutes a Substantial Change.
- 4.7 The consent requirement of TCG under section 4.5, and the processes and requirements set out in Parts 6-10 and 12 of this Agreement only apply to Applications by the Proponent to authorize a Substantial Change to proceed.
- 4.8 For greater certainty, and subject to section 4.3, the requirements in section 4.5 in relation to TCG's consent do not apply to typical or simple amendments, as defined in the Amendment Policy, in relation to the Red Chris Mine, or any other reviewable projects within the Consent Area.
- 4.9 For greater certainty, neither the Consent Area nor a Project Description limits the scope of potential effects from a Substantial Change that will be subject to the Assessments and the Province acknowledges TCG's interests in:
- a) using local and regional assessment areas for Assessments that will allow potential effects of a Substantial Change to be identified and considered;
 - b) considering the interactions between a Substantial Change and existing and potential future Substantial Changes; and
 - c) developing a cumulative effects methodology that will identify and consider cumulative effects relevant to a Substantial Change.
- 4.10 If the location of the components of any Substantial Change to be included in the Assessments substantively changes, the Parties will review the Consent Area and discuss the means by which the Consent Area can be amended accordingly.
- 4.11 Before making a decision with respect to an Application, the Provincial Decision Maker will consider:
- a) whether TCG has provided its consent to the Substantial Change pursuant to this Agreement; and
 - b) that the Consent Area is the subject of this Agreement and this Agreement has been prescribed pursuant to subsection 7(b) of the EA Act in accordance with the ELUA Order, which results in a prohibition on a Substantial Change proceeding in the Consent Area without the consent of TCG.

- 4.12 For greater certainty, TCG consent to a Substantial Change may be contingent on certain terms and conditions being included in an Amendment Order, as determined by the TCG Board pursuant to section 8.2.
- 4.13 In the event that TCG does not consent to a Substantial Change, and either Party determines that there is or is likely to be a contravention of subsection 7(b) of the EA Act, the Parties will work together to identify what actions may be taken under section 53 or other provisions of the EA Act, or otherwise, to compel compliance.
- 4.14 Nothing in section 4.13 limits the Province, any Provincial Official, TCG or any Tahltan Official, from taking any compliance and enforcement action or court proceeding.

Part 5 Role of Proponent

- 5.1 The Parties acknowledge the importance of the Proponent having a reasonable opportunity to:
- a) provide timely and complete information to inform the Assessments and support the decision-making processes and milestones set out in this Agreement;
 - b) participate in the Assessments as appropriate to support transparent processes that are consistent with the principles of administrative fairness;
 - c) discuss strategies with the Parties to mitigate potential effects of a Substantial Change;
 - d) be informed of concerns that Provincial Officials or Tahltan Officials may have regarding a Substantial Change; and
 - e) respond to concerns that Provincial Officials or Tahltan Officials may have regarding a Substantial Change and to represent the Proponent's interests accordingly.

Part 6 Collaborative Structures

- 6.1 The Parties agree to establish the bilateral collaborative structures set out in this Part to assist them in:
- a) undertaking the Assessments;
 - b) seeking to achieve consensus; and

- c) resolving issues and disputes.
- 6.2 The Parties will establish a Management Team which will be responsible for:
- a) supporting the implementation of this Agreement; and
 - b) participating in Dispute Resolution, as set out in Part 10.
- 6.3 The Parties will establish a Senior Officials Table which will be responsible for:
- a) supporting dispute resolution in relation to any determination of whether a proposed amendment described in a Project Description constitutes a Substantial Change pursuant to subsection 4.6(c);
 - b) supporting the implementation of this Agreement; and
 - c) participating in Dispute Resolution, as set out in Part 10.
- 6.4 The Management Team and Senior Officials Table are not decision-making bodies and cannot fetter the discretion of the Parties' respective decision-makers.
- 6.5 The Parties will establish a Collaboration Team which will be responsible for ensuring that:
- a) regular meetings of the Collaboration Team, and Provincial Officials and Tahltan Officials as required, are held so that the responsibilities of the Parties under this Agreement are fulfilled;
 - b) efforts are made to seek to achieve consensus as set out in this Agreement, by working together to seek solutions that meet the needs of the Parties;
 - c) Consensus Tracking Tools are created and maintained for each Substantial Change;
 - d) any issue on which the Collaboration Team could not reach consensus is referred to the Management Team pursuant to section 10.1;
 - e) support is provided to the Province in making its decision with respect to a Substantial Change and to TCG in making a free, prior, and informed decision regarding whether to consent to a Substantial Change;
 - f) Work Plans are prepared and maintained for each Substantial Change as set out in section 7.8;

- g) Collaboration Team representatives plan for and participate in Technical Advisory Committee meetings, including developing agendas;
 - h) engagement is undertaken with the Proponent as set out in this Agreement;
 - i) Tahltan Knowledge and Tahltan Values are appropriately, respectfully, and meaningfully reflected and considered in the Assessments;
 - j) discussions are held in relation to whether there are linkages to broader initiatives which can assist in addressing TCG or Provincial issues or concerns about stewardship of the larger area in which a Substantial Change would operate should that Substantial Change proceed;
 - k) Collaboration Team representatives plan and implement Public Engagement and Tahltan Community Engagement in relation to the Assessments; and
 - l) Collaboration Team representatives plan and support the timely request for reconsideration by the Provincial Decision Maker pursuant to section 9.1, and the timely response by the TCG Board pursuant to section 9.3 where it appears likely that a draft Assessment Report, draft recommendation on whether or not to issue an Amendment Order, or any proposed terms and conditions to be included in an Amendment Order are contrary to a TCG Notice of Decision following Dispute Resolution undertaken pursuant to section 7.50.
- 6.6 The TCG Lands Director and the EAO Project Lead may each designate additional individuals to participate as part of the Collaboration Team on behalf of each Party respectively.
- 6.7 The TCG Lands Director and the EAO Project Lead may identify sub-working groups to be established to explore technical issues in the Assessments and seek approval from their respective decision-makers to establish those sub-working groups, as required.

Part 7 Assessment Process for Substantial Changes

Assessment Policies

- 7.1 Tahltan, as represented by TCG, will participate in the Provincial Assessment as a participating Indigenous nation and TCG will also independently consider the potential effects of a Substantial Change by undertaking the Tahltan Risk Assessment and preparing the Tahltan Risk Assessment Report, to inform the decision of TCG, as an Indigenous governing body, on whether to consent to a Substantial Change.
- 7.2 TCG and the Province will, subject to sections 7.6 and 7.7, each apply their own policies to their respective Assessments in accordance with this Agreement and will work collaboratively to try to incorporate both Parties' policies into the Amendment Procedures and Application Information Requirements and consider these policies in reviewing an Application and assessing and seeking consensus on the effects from a Substantial Change.
- 7.3 The following TCG policies and guiding documents will be considered by TCG in Tahltan Risk Assessments:
- a) 1910 Declaration;
 - b) Tahltan Resource Development Policy; and
 - c) Tahltan Impact Assessment Policy.
- 7.4 The interconnected key principles that TCG will apply in Tahltan Risk Assessments include that:
- a) there is an inextricable relationship among Tahltan people, Tahltan's way of life, Tahltan Territory, lands, waters and all resources and creatures within Tahltan Territory;
 - b) the land, including human beings and all other creatures and elements, must be respected;
 - c) generosity requires human beings to care for the land they use with all creatures and elements;
 - d) Tahltan people must show respect for all people and beings and understand the importance of using all that is taken and not wasting, sharing all that is taken, providing offerings and leaving things properly;

- e) values related to wildlife have been carried forward in time, linked to Tahltan culture, identity and history, and remain vitally important in the present as well as for future generations;
 - f) fish, and salmon in particular, have a unique relationship to Tahltan culture, identity and history that has been carried forward in time and remain vitally important in the present as well as for future generations;
 - g) Tahltan Territory is blessed with abundant and high-quality water resources which the Tahltan rely on to live and maintain activities that support Tahltan way of life, and water is a distinct part of Tahltan culture to be protected now and for future generations;
 - h) air quality must be valued in all land, water and resource decision-making; and
 - i) the oral data and voices of Tahltan ancestors, cultural restoration and heritage work of multi-generations of Tahltan are evidence of Tahltan sovereignty and should be respected in decision-making to ensure Tahltan can continue to be effective stewards of Tahltan Territory.
- 7.5 The Province's required assessment matters are established in section 25 of the EA Act and associated policies and regulations, which are available on the EAO's website.
- 7.6 If any significant changes are made to a Party's policies as set out in this Agreement:
- a) that Party will notify the other Party as soon as practicable;
 - b) if requested by either Party, the Management Team will meet as soon as practicable to discuss the change and implications to the conduct of the Assessments; and
 - c) in accordance with subsection 3.1(e), the Parties will engage with the Proponent if any of these changes will affect the ongoing Assessments of a Substantial Change.
- 7.7 Following a meeting of the Management Team under subsection 7.6(b), if requested by either Party, the Senior Officials Table will meet as soon as practicable to discuss the matters set out in section 7.6.

Process Steps

Initiating the Assessments

- 7.8 The Collaboration Team will work collaboratively to develop a Work Plan and target schedule to support the Assessments, and will engage the Proponent as appropriate.
- 7.9 The Work Plan and target schedule may be developed incrementally and amended from time to time as the Assessments progress.
- 7.10 The Work Plan and target schedule will include, as a minimum:
- a) roles and responsibilities for carrying out the Assessments;
 - b) target timelines for carrying out the Assessments that support the objective of a clear and efficient regulatory process, including the target timelines for each Party to provide any draft recommendations or report they plan to make to their respective decision-makers;
 - c) details of the requirements for the EAO's Public Engagement including EAO target timelines for confirming dates and roles and responsibilities for engagement; and
 - d) details of the requirements for Tahltan Community Engagement including TCG target timelines for confirming dates and roles and responsibilities for engagement.
- 7.11 Following the Proponent's submission of a Project Description, the Collaboration Team will work together to review the Project Description and seek consensus on what information is required, in addition to what is contained in the Project Description, before proceeding to the development of the Amendment Procedures and the Application Information Requirements for that Substantial Change.
- 7.12 In seeking consensus on whether there is sufficient information to proceed to drafting Amendment Procedures and Application Information Requirements for a Substantial Change, the Collaboration Team will discuss the scope of the Assessments.
- 7.13 In order to seek consensus pursuant to section 7.11:
- a) the Collaboration Team will meet to discuss:
 - i. each Party's views on the Project Description;

- ii. each Party's preliminary views on the required scope of the Assessments; and
 - iii. any information, in addition to what is contained in the Project Description, that is needed from the Proponent before the Parties develop the Amendment Procedures and the Application Information Requirements.
 - b) each Party will:
 - i. provide the other Party with any additional information requests they intend to submit to the Proponent in relation to the Project Description; and
 - ii. within seven Calendar Days of receiving any additional information requests from the other Party pursuant to subsection (i), or such other period agreed by the Parties, provide any response the Party wishes to make;
 - c) the Parties will exchange views and seek to achieve consensus on appropriate next steps including requesting any additional information from the Proponent; and
 - d) the Collaboration Team will update and review the Consensus Tracking Tool and determine what issues the Parties have not achieved consensus on, discuss whether those issues are impacting the Parties' ability to achieve consensus pursuant to subsection (c) and attempt to address those issues.
- 7.14 The Collaboration Team will engage with the Proponent as appropriate, share any additional information requests with the Proponent, and provide opportunities for the Proponent to respond to any concerns of the EAO or TCG in relation to the Project Description including the scope of the Assessments.
- 7.15 Following engagement with the Proponent pursuant to section 7.14 and consideration of any additional information provided by the Proponent, the Collaboration Team will seek to reach consensus on any outstanding matters before the Parties draft the Amendment Procedures and the Application Information Requirements.
- 7.16 If the Collaboration Team is unable to achieve consensus on whether there is sufficient information to proceed to drafting the Amendment Procedures and the Application Information Requirements, the Collaboration Team will refer the issue to the Management Team pursuant to section 10.1.

- 7.17 If referring the issue to the Management Team does not address the lack of consensus on information required prior to drafting the Amendment Procedures and the Application Information Requirements:
- a) the Parties will discuss and agree upon what, if anything, either Party may provide to the Proponent regarding the outcome of referring the issue to the Management Team; and
 - b) TCG will advise the Proponent and the Province of any additional information needed from the Proponent prior to drafting the Amendment Procedures and the Application Information Requirements.
- 7.18 Prior to the Collaboration Team proceeding to draft the Amendment Procedures and the Application Information Requirements, the TCG Lands Director will advise the EAO and the Proponent in writing of TCG's decision on whether there is sufficient information to proceed to drafting the Amendment Procedures and the Application Information Requirements.
- 7.19 The EAO will advise TCG and the Proponent in writing of the intention to proceed to drafting the Amendment Procedures and the Application Information Requirements, and the Collaboration Team will proceed to draft the Amendment Procedures and the Application Information Requirements.

Drafting the Amendment Procedures and the Application Information Requirements

- 7.20 In drafting the Amendment Procedures and the Application Information Requirements, the Collaboration Team will work collaboratively to identify and seek to achieve consensus on the informational and assessment requirements required to support decision-making by TCG and the Province in relation to a Substantial Change in accordance with the Parties' respective assessment policies, requirements and principles.
- 7.21 The goal of the collaborative work to be undertaken pursuant to section 7.20 will be to draft Amendment Procedures and Application Information Requirements that set out:
- a) the scope of the Assessments;
 - b) the information requirements and process steps required to meet the decision-making needs of both Parties;
 - c) the Tahltan Risk Assessment Factors and the Tahltan Sustainability Requirements;

- d) the information the Parties require, including for the application of the Tahltan Risk Assessment Factors;
- e) how Tahltan Knowledge is to be collected, synthesized and applied in the Application, including the roles and responsibilities of the Parties and the Proponent in relation to the collection of Tahltan Knowledge;
- f) the methods for gathering required information, including any studies related to Tahltan Knowledge or other studies required by the Province and TCG to inform decision-making;
- g) direction on what data, information, studies, land use planning objectives, TCG management direction or community input TCG will provide for the Proponent to incorporate into the Application;
- h) the valued components to be considered, including Tahltan Values and the need to consider connectivity between Tahltan Values, based on Tahltan Knowledge;
- i) the scales of assessment and spatial scoping of assessment areas, including Tahltan's regional, landscape and site-specific areas of interest and high sensitivity areas, based on Tahltan Knowledge;
- j) the methodologies for significance determinations, including the Tahltan Significance Factors;
- k) other methodologies that will be applied to the Assessments, including for temporal scoping and cumulative effects; and
- l) any aspects of the assessment of potential effects of a Substantial Change, including on Tahltan or Tahltan's Title and Rights that TCG will complete,

so as to provide direction to the Proponent in relation to the requirements for an Application and the process to be undertaken in relation to the Assessments.

7.22 The Collaboration Team will engage with the Proponent as appropriate in drafting the Amendment Procedures and the Application Information Requirements so that the Proponent can:

- a) participate in discussions relating to the Amendment Procedures and the Application Information Requirements;
- b) be aware of the requirements of TCG and the Province and how a Substantial Change will be assessed;

- c) raise any concerns relating to the Amendment Procedures and the Application Information Requirements; and
 - d) work with TCG and the EAO to try to address any concerns relating to the Amendment Procedures and the Application Information Requirements.
- 7.23 The Collaboration Team will use the Consensus Tracking Tool to keep track of any issues on which TCG and the EAO have not achieved consensus in relation to the Amendment Procedures and the Application Information Requirements and to try to address any obstacles to achieving consensus on the Amendment Procedures and the Application Information Requirements, including:
- a) whether the proposed approaches to baseline information and contingencies meet the confidences of TCG and the EAO and if they accurately capture the current knowledge for the area of the Substantial Change and the assessment areas;
 - b) whether the Application Information Requirements adequately address Tahltan Knowledge information requirements; and
 - c) whether the Amendment Procedures reflect how matters that TCG and the EAO require to be addressed will be addressed in the Assessments.
- 7.24 Concurrent with, and subsequent to any Tahltan Community Engagement, the Collaboration Team will meet to seek to resolve any remaining issues and seek to achieve consensus on the Amendment Procedures and the Application Information Requirements.
- 7.25 If the Collaboration Team is unable to achieve consensus on any issues with respect to the development of the Amendment Procedures or the Application Information Requirements, the Collaboration Team will refer the issue to the Management Team pursuant to section 10.1.
- 7.26 If referring the issue to the Management Team does not address the lack of consensus on any issues with respect to the Amendment Procedures or the Application Information Requirements:
- a) the Parties will discuss and agree upon what, if anything, either Party may provide to the Proponent regarding the outcome of referring the issue to the Management Team;
 - b) the Parties will discuss whether there is additional information, process or timelines that TCG will require to undertake the Tahltan Risk Assessment; and

- c) TCG will advise the Proponent and the Province of any additional information, process or timeline requirements, to guide the Proponent's preparation of an Application.

Review of Application

- 7.27 Following receipt of an Application, the Parties will collaboratively review the Application, including through the Collaboration Team and the Technical Advisory Committee as appropriate in the circumstances.
- 7.28 The Collaboration Team will work together to determine the roles and responsibilities of each Party for any Public Engagement and Tahltan Community Engagement on an Application.
- 7.29 In reviewing an Application, the Collaboration Team will seek to achieve consensus on their respective recommendations to the EAO Project Lead and the TCG Lands Director, respectively, regarding their respective reviews on the adequacy of the Application, taking into account, among other relevant considerations:
 - a) compliance with the Amendment Procedures and the Application Information Requirements;
 - b) whether the baseline information and/or contingencies set out in the Application meet the confidences of TCG and the Province and if the Application accurately captures the current knowledge for the Substantial Change and assessment areas as defined in the Application Information Requirements;
 - c) whether the Application has adequately incorporated Tahltan Knowledge in accordance with the Amendment Procedures and the Application Information Requirements, as applicable; and
 - d) whether the Application addresses the decision-making requirements of TCG and the Province.
- 7.30 The Collaboration Team will use the Consensus Tracking Tool to keep track of any issues on which the Parties have not achieved consensus in relation to the review of an Application and to try to address any obstacles to achieving consensus.
- 7.31 In reviewing an Application, the Collaboration Team will engage with the Proponent as appropriate so that the Proponent has the opportunity to:
 - a) participate in discussions relating to the Application;

- b) respond to any issues relating to the Application; and
 - c) work with TCG and the EAO to try to address any issues related to the Application.
- 7.32 The Parties may make a request to the Proponent for additional information that is required in relation to an Application either jointly through the Collaboration Team where they have reached a common view on the feedback, or separately.
- 7.33 Upon receiving any additional information from the Proponent, the Collaboration Team will seek to achieve consensus on whether an Application and any additional information adequately addresses any feedback provided to the Proponent pursuant to section 7.32.
- 7.34 Each Party will advise the other Party and the Proponent of its views regarding the adequacy of the information in an Application and any additional information provided by the Proponent.
- 7.35 If the Parties are unable to achieve consensus pursuant to section 7.33, the Collaboration Team will refer the issue to the Management Team pursuant to section 10.1.
- 7.36 If referring the issue to the Management Team does not address any lack of consensus on the adequacy of an Application and the TCG Lands Director decides not to agree with the adequacy of the information in that Application and any additional information provided by the Proponent:
- a) the Parties will discuss and agree upon what, if anything, either Party may provide to the Proponent regarding the outcome of referring the issue to the Management Team;
 - b) the Parties will discuss whether there is any additional information, process or timelines that TCG will require to undertake the Tahltan Risk Assessment; and
 - c) TCG will advise the Proponent and the Province of any additional information, process or timeline requirements for that Application.

EAO Effects Assessment and Tahltan Risk Assessment

- 7.37 When the EAO has determined that the information in an Application meets the requirements of the Amendment Procedures and the Application Information Requirements, the Parties will work collaboratively to support their respective Assessments and decision-making processes in relation to the Application, including through the Collaboration Team and the Technical Advisory Committee as appropriate in the circumstances.

- 7.38 In undertaking a Tahltan Risk Assessment and preparing the Tahltan Risk Assessment Report, TCG will consider:
- a) the Tahltan Risk Assessment Factors;
 - b) information in the Application and any additional information provided by the Proponent;
 - c) Tahltan Knowledge;
 - d) the EAO's draft Assessment Report, draft recommendation on whether or not to issue an Amendment Order, and the draft Amendment Order;
 - e) information and conclusions in any assessment that TCG undertakes as described in the Amendment Procedures;
 - f) information from the Technical Advisory Committee;
 - g) input from any Public Engagement and Tahltan Community Engagement; and
 - h) the results of consensus-seeking efforts with the EAO on effects from the Substantial Change.
- 7.39 The Tahltan Risk Assessment Report will set out TCG's conclusions with respect to whether a Substantial Change is likely to cause significant residual and/or cumulative effects to Tahltan Values, in accordance with the Tahltan Significance Factors.
- 7.40 In undertaking the Provincial Assessment and preparing the draft Assessment Report, the draft recommendation on whether or not to issue an Amendment Order, and any proposed terms and conditions to be included in the Amendment Order, the EAO will consider:
- a) the requirements of the EA Act and associated policies available on the EAO's website;
 - b) the assessments of the effects on Tahltan and other Indigenous nations and their respective rights recognized and affirmed by section 35 of the Constitution Act, 1982;
 - c) information in the Application and any additional information provided by the Proponent;
 - d) Tahltan Knowledge;

- e) the draft Tahltan Risk Assessment Report and any additional proposed terms and conditions;
 - f) information and conclusions in any assessment conducted by TCG;
 - g) information from the Technical Advisory Committee;
 - h) input from any Public Engagement and Tahltan Community Engagement; and
 - i) the results of consensus-seeking efforts with TCG on effects from the Substantial Change.
- 7.41 The EAO will provide to TCG, and make itself available to meet and discuss, its draft Assessment Report, draft recommendation on whether or not to issue the Amendment Order, and any proposed terms and conditions to be included in the Amendment Order.
- 7.42 TCG will provide to the EAO, and make itself available to meet and discuss, its draft Tahltan Risk Assessment Report and any proposed terms and conditions to be included in the Amendment Order.
- 7.43 Where apparent inconsistencies emerge between western knowledge and Tahltan Knowledge, the Parties will explore whether these apparent inconsistencies can be explained or resolved, including through the Collaboration Team and Technical Advisory Committee as appropriate in the circumstances.
- 7.44 The Parties will seek to achieve consensus on the EAO's draft Assessment Report, the EAO's draft recommendation on whether or not to issue the Amendment Order, the draft Tahltan Risk Assessment Report, and any proposed terms and conditions to be included in the Amendment Order before any of these materials are distributed for any Tahltan Community Engagement or shared with any third party.
- 7.45 The Parties will engage with the Proponent as appropriate so that the Proponent has the opportunity to:
- a) participate in discussions relating to the EAO's draft Assessment Report and any terms and conditions proposed by the EAO to be included in an Amendment Order;
 - b) participate in discussions relating to the draft Tahltan Risk Assessment Report and any terms and conditions proposed by TCG to be included in an Amendment Order;
 - c) respond to any issues or concerns; and

- d) work with TCG and the EAO to try to address any issues or concerns.
- 7.46 The Parties will engage with any affected Indigenous nation as appropriate so that the Indigenous nation has the opportunity to:
- a) participate in discussions relating to the EAO's draft Assessment Report and any terms and conditions proposed for an Amendment Order;
 - b) respond to any issues or concerns; and
 - c) work with TCG and the EAO to try to address any issues or concerns.
- 7.47 The Parties will include the draft Tahltan Risk Assessment Report, subject to any redactions of any sensitive information, the EAO's draft Assessment Report, and any proposed terms and conditions to be included in the Amendment Order in the referral package for any Tahltan Community Engagement.
- 7.48 Following the completion of any Public Engagement and Tahltan Community Engagement, the Parties will seek to achieve consensus on any revisions to the EAO's draft Assessment Report, the EAO's draft recommendation on whether or not to issue an Amendment Order, the draft Tahltan Risk Assessment Report, and any proposed terms and conditions to be included in the Amendment Order.
- 7.49 The Collaboration Team will meet to review the Consensus Tracking Tool and determine what issues the Parties have not achieved consensus on and attempt to address any obstacles to achieving consensus on the Assessments.
- 7.50 If the Parties cannot achieve consensus on the matters in section 7.49, the Collaboration Team will refer the issue to the Management Team pursuant to section 10.1.
- 7.51 Following the steps outlined in section 7.49 and, if applicable, section 7.50, TCG will prepare a final Tahltan Risk Assessment Report and provide it to the EAO Project Lead and the Proponent.

Part 8 Decision-Making

- 8.1 Following any Tahltan Community Engagement, revisions made to materials in accordance with section 7.48, the completion of the consensus seeking required under Part 7, including by the Management Team as applicable, and pursuant to any timeline for the effects assessment phase set out in the Amendment Procedures, the TCG Lands Director will provide the following materials and information to the TCG Board to inform TCG's decision on whether to consent to a Substantial Change:

- a) the EAO's draft Assessment Report and draft Amendment Order;
 - b) the Tahltan Risk Assessment Report;
 - c) any unresolved inconsistencies that remain between western knowledge and Tahltan Knowledge; and
 - d) any unresolved inconsistencies between the terms and conditions included in the draft Amendment Order and any additional terms and conditions considered necessary by the TCG Lands Director for which there was no consensus reached following any review by the Management Team.
- 8.2 Following its consideration of the materials referenced in section 8.1, TCG will, by resolution of the TCG Board:
- a) decide whether to provide TCG's free, prior and informed consent to a Substantial Change; and
 - b) direct that a TCG Notice of Decision be prepared that includes TCG's decision on whether to consent to a Substantial Change, the reasons why TCG is consenting or not consenting, and any terms and conditions that must be included in the Amendment Order for TCG to consent to the Substantial Change.
- 8.3 TCG will provide the TCG Notice of Decision to the EAO Project Lead and the Proponent.
- 8.4 If the TCG Notice of Decision is not consistent with the EAO's draft recommendation on whether or not to issue an Amendment Order, or if the Parties do not agree on the terms and conditions to be included in the Amendment Order, the Senior Officials Table will meet to try to resolve any outstanding matters.
- 8.5 If TCG does not consent to a Substantial Change, the Senior Officials Table will meet with the Proponent to discuss the reasons for the non-consent and explore if there are any ways to address those reasons.
- 8.6 Following the steps outlined in sections 7.48, 7.49 and 8.3 and if applicable, sections 7.50, 8.4 and 8.5, the EAO will prepare the final Assessment Report, taking into account the Tahltan Risk Assessment Report and the TCG Notice of Decision.

- 8.7 Following receipt of the TCG Notice of Decision, and pursuant to any timelines set out in the Amendment Procedures, the EAO Project Lead will provide the following materials to the Provincial Decision Maker to inform their decision on whether to issue an Amendment Order:
- a) the final versions of the Assessment Report, the recommendation on whether or not to issue the Amendment Order, and any proposed terms and conditions to be included in the Amendment Order;
 - b) the Tahltan Risk Assessment Report;
 - c) the TCG Notice of Decision; and
 - d) any unresolved inconsistencies that remain between western knowledge and Tahltan Knowledge.
- 8.8 In making their decision under subsection 32(3) of the EA Act, the Provincial Decision Maker must consider, in addition to the matters set out in section 8.7, the following if applicable:
- a) the outcome of any meeting of the Senior Officials Table pursuant to section 8.4;
 - b) the outcome of any reconsideration process under Part 9; and
 - c) discussions with the Proponent pursuant to section 9.8.
- 8.9 The Province will provide notice of the Provincial Decision Maker's decision under subsection 32(3) of the EA Act to TCG and the Proponent.
- 8.10 Following any reconsideration process under Part 9, the TCG Notice of Decision will be posted on a publicly accessible website, subject to the redaction of any sensitive information.
- 8.11 The Provincial Decision Maker's decision under subsection 32(3) of the EA Act will be posted on a publicly accessible website.

Part 9 Reconsideration and Resolution Process

- 9.1 If the EAO's draft recommendation on whether or not to issue an Amendment Order and any proposed terms or conditions to be included in an Amendment Order are contrary to the TCG Notice of Decision in relation to a Substantial Change, the Provincial Decision Maker may make a request in writing to TCG that TCG reconsider the TCG Notice of Decision and will provide reasons in writing for that request.
- 9.2 If the Provincial Decision Maker requests a reconsideration pursuant to section 9.1, TCG will reconsider the TCG Notice of Decision, taking into account the reasons provided by the Provincial Decision Maker.
- 9.3 TCG will respond in writing to a reconsideration request under section 9.1 as soon as practicable but no more than 30 Calendar Days from receipt of the request, and in consideration of any timelines set out in the Amendment Procedures, to indicate whether TCG has changed or maintained the TCG Notice of Decision, including any terms or conditions that are required to be included in the Amendment Order in order for TCG to consent to the Substantial Change.
- 9.4 If TCG changes the TCG Notice of Decision or any terms and conditions to be included in the Amendment Order pursuant to section 9.3, TCG will provide the Province and the Proponent with an amended TCG Notice of Decision.
- 9.5 For greater clarity, a reconsideration request from the Provincial Decision Maker pursuant to subsection 9.1 does not fetter TCG's discretion in reconsidering the TCG Notice of Decision.
- 9.6 If, following TCG's reconsideration process pursuant to section 9.2, the EAO's draft recommendation on whether or not to issue the Amendment Order and the terms and conditions to be included in the Amendment Order remain contrary to the TCG Notice of Decision, the Provincial Decision Maker will offer to meet with TCG to try to resolve any outstanding matters.
- 9.7 The EAO will provide notice to the Proponent of any meeting between the Parties under section 9.6.
- 9.8 The Parties will meet with the Proponent and provide information on the outcomes of any reconsideration process and meetings and any new information that may impact the Proponent, including any additional terms and conditions to be included in the Amendment Order, and any matters discussed during the meeting held under section 9.6.

- 9.9 The Parties will meet with any affected Indigenous nation as the Parties agree is appropriate and provide information arising from any reconsideration process and meetings and any new information that may impact the Indigenous nation, including any additional proposed terms and conditions to be included in the Amendment Order.

Part 10 Dispute Resolution

Lack of Consensus

- 10.1 Where this Agreement requires that the Parties seek to achieve consensus and consensus is not achieved, including in instances where the Collaboration Team agree that they cannot resolve the matter, the Collaboration Team will refer the issue to the Management Team.
- 10.2 The Parties will make all reasonable efforts to refer any issue to the Management Team in a timely manner before a decision on that issue is required under the EA Act or the Amendment Procedures.
- 10.3 To assist in resolving an issue, the Management Team may agree to engage the Proponent or other individuals to discuss the matter at issue or to seek additional information.
- 10.4 If the Management Team cannot resolve the issue within 20 Calendar Days from the date on which the issue is referred to the Management Team, the Management Team may agree to refer an issue to a mutually-agreed upon facilitator or mediator, with each Party paying its own costs of the facilitation or mediation and one-half of the costs of the facilitator or mediator.

Disputes in Relation to Agreement Interpretation or Implementation

- 10.5 If a dispute arises in respect of the interpretation or implementation of this Agreement, and where the Collaboration Team agrees they cannot resolve the dispute, the Parties will refer the dispute to the Management Team.
- 10.6 If a dispute is referred to the Management Team pursuant to section 10.5, the Management Team will make all reasonable efforts to resolve the dispute in a timely manner.
- 10.7 Where the Management Team agrees they cannot resolve the dispute, the Parties will refer the dispute to the Senior Officials Table.
- 10.8 If a dispute is referred to the Senior Officials Table pursuant to section 10.7, the Senior Officials Table will make all reasonable efforts to resolve the dispute in a timely manner.

- 10.9 In the event the Senior Officials Table is unable to resolve a dispute pursuant to section 10.8, they may agree to refer the dispute to a mutually agreed-upon facilitator or mediator, with each Party paying its own costs of the facilitation or mediation and one-half of the costs of the facilitator or mediator.

Part 11 Tahltan Knowledge and Confidential Information

Tahltan Knowledge

- 11.1 The Province will only use Tahltan Knowledge that has been shared during the Assessments for the purpose of a Provincial Assessment.
- 11.2 The EAO may only share Confidential Tahltan Knowledge with representatives of other provincial ministries participating in a Provincial Assessment with TCG's written consent.
- 11.3 Where TCG wishes to provide Confidential Tahltan Knowledge to the EAO during the Assessments, TCG will provide it to the CEAO.
- 11.4 The Province will not disclose Confidential Tahltan Knowledge except in accordance with section 75 of the EA Act or where required by law.
- 11.5 Where the CEAO determines that it is necessary for the purposes of procedural fairness under subsection 75(2)(c) of the EA Act to disclose Confidential Tahltan Knowledge:
- a) the EAO will notify TCG of the potential disclosure requirement, and engage with TCG regarding the scope of the information to be disclosed, the format of the information to be disclosed, and the conditions attached to the disclosure; and
 - b) the EAO may request from TCG a non-confidential summary of the Confidential Tahltan Knowledge that can be disclosed to third parties.
- 11.6 If the EAO advises TCG that it is necessary to disclose Confidential Tahltan Knowledge pursuant to section 11.5 or, subject to section 11.7, TCG decides for any reason to withdraw all or some Confidential Tahltan Knowledge, TCG may withdraw all or some of that Confidential Tahltan Knowledge from consideration in the Provincial Assessment.
- 11.7 If the Provincial Decision-Maker makes a decision under the EA Act that relies on Confidential Tahltan Knowledge, TCG cannot subsequently withdraw that Confidential Tahltan Knowledge.

Other Confidential Information

- 11.8 The Parties acknowledge and agree that this Agreement is not confidential and that it will be published in the British Columbia Gazette, as required pursuant to subsection 7(4) of the Declaration Act.
- 11.9 The Parties also acknowledge and agree that, in order to support comprehensive Assessments and the decision-making processes set out in this Agreement, a Party may wish to share Confidential Information with the other Party.
- 11.10 If, in implementing this Agreement and undertaking decision-making under this Agreement, a Party shares Confidential Information with the other Party, the Party receiving the Confidential Information will:
- a) subject to subsections (b), (c) and (d), maintain the confidentiality of that information and not publish, release or disclose the Confidential Information;
 - b) the Party receiving Confidential Information may disclose it to its employees and professional advisors who are required to know the Confidential Information in order to act on behalf of or advise that Party, provided they agree to adhere to the confidentiality provisions of this Agreement;
 - c) the Party receiving the Confidential Information may disclose the Confidential Information:
 - i. with the written consent of the other Party;
 - ii. if it is required to do so by law; or
 - iii. where the Confidential Information is or becomes publicly known in circumstances that do not involve a breach of this Agreement; and
 - d) if a Party is required to disclose Confidential Information under subsection (c)(ii), it will notify the other Party as soon as practicable after becoming aware of the disclosure requirement.

Disclosure of Confidential Tahltan Knowledge or Confidential Information

- 11.11 The Province acknowledges that the disclosure of Confidential Tahltan Knowledge or Confidential Information to any other party requesting such information under the Freedom of Information Act could be reasonably expected to harm the relations between the Province and TCG and Tahltan or harm the right of TCG and Tahltan to maintain, control, protect or develop its cultural heritage, traditional knowledge, traditional cultural expressions and manifestations of its sciences, technologies or cultures.
- 11.12 If the Province receives a request for disclosure under the Freedom of Information Act or is otherwise required by law to disclose Confidential Tahltan Knowledge or Confidential Information, the EAO will provide TCG with notice of the request and the opportunity to express any views regarding the disclosure and may request a description of the harm TCG and Tahltan anticipate could arise from the disclosure of the Confidential Tahltan Knowledge or Confidential Information.

Separate Confidentiality Agreement

- 11.13 The Parties will seek to negotiate and reach agreement on a separate confidentiality agreement to further address TCG's interests in relation to maintaining confidentiality over information provided to the EAO.

Part 12 Accountabilities in Judicial Review Proceedings

Application of the Judicial Review Procedure Act

- 12.1 The Judicial Review Procedure Act applies in relation to the TCG Notice of Decision as if that decision were a statutory power of decision.
- 12.2 Any service made on TCG pursuant to the Judicial Review Procedure Act is effectively made as follows:

TCG Board of Directors
Tahltan Central Government
Box 69, Tatl'ah (Dease Lake)
BC V0C 1L0

Attention: Chief Administrative Officer
Email: cao@tahtlan.org

Judicial Review of a Provincial Official's Decision

- 12.3 If served with a petition that seeks judicial review of the decision of a Provincial Official in respect of an Application, TCG may file a response and affidavit evidence in the proceeding and will cooperate with the Provincial Official, to the extent possible without compromising its own legal position in the proceeding, to respond to the application for judicial review.
- 12.4 If a petition is brought to seek judicial review of the decision of a Provincial Official in respect of an Application, but TCG is not served with the petition:
- a) TCG will:
 - i. file a motion in the BC Supreme Court and the Provincial Official will support that motion; or
 - ii. support a motion by the Provincial Official in the BC Supreme Court;to add TCG as a respondent to the proceeding; and
 - b) if TCG is added as a respondent, TCG will file a response and affidavit evidence in the proceeding and cooperate with the Provincial Official, to the extent possible without compromising its own legal position in the proceeding, to respond to the application for judicial review.
- 12.5 If a decision on the judicial review of the decision of a Provincial Official in respect of an Application is appealed by any party:
- a) if TCG was a party to the petition, and if TCG and the Provincial Official both choose to participate in the appeal, TCG and the Provincial Official will cooperate, to the extent possible without compromising their own legal positions in the proceeding, for the purposes of the appeal;
 - b) if TCG was not a party to the petition, TCG may seek to intervene in the appeal; and
 - c) if granted intervener status, TCG will cooperate with the Provincial Official, to the extent possible without compromising its own legal position in the proceeding, for the purposes of the appeal.

Judicial review of TCG Notice of Decision

- 12.6 If served with a petition that seeks judicial review of a TCG Notice of Decision, the Provincial Official may file a response and affidavit evidence in the proceeding and will cooperate with TCG, to the extent possible without compromising its own legal position in the proceeding, to respond to the application for judicial review.
- 12.7 If a petition is brought to seek judicial review of a TCG Notice of Decision, but the Provincial Official is not served with the petition:
- a) the Provincial Official will:
 - i. file a motion in the BC Supreme Court and TCG will support that motion; or
 - ii. support a motion by TCG in the BC Supreme Court,to add the Provincial Official as a respondent to the proceeding;
 - b) if the Provincial Official is added as a respondent, the Provincial Official will file a response and affidavit evidence in the proceeding and cooperate with TCG, to the extent possible without compromising its own legal position in the proceeding, to respond to the application for judicial review.
- 12.8 If a decision on the judicial review of a TCG Notice of Decision is appealed by any party:
- a) if the Provincial Official was a party to the petition, and if the Province and TCG both choose to participate in the appeal, the Provincial Official and TCG will cooperate to the extent possible without compromising their own legal positions in the proceeding, for the purposes of the appeal;
 - b) if the Provincial Official was not a party to the petition, the Provincial Official may seek to intervene in the appeal; and
 - c) if granted intervener status, the Provincial Official will cooperate with TCG, to the extent possible without compromising its own legal position in the proceeding, for the purposes of the appeal.

Part 13 Legal Responsibilities

Relationship of the Parties

- 13.1 The Province is not the agent of TCG for any purpose related directly or indirectly to this Agreement.

13.2 TCG is not the agent of the Province for any purpose related directly or indirectly to this Agreement.

Compliance with Laws

13.3 The Province will:

- a) comply with all applicable laws in carrying out its duties and obligations and exercising its rights and privileges under this Agreement; and
- b) ensure that Provincial Officials comply with all applicable laws in carrying out their duties and obligations on behalf of the Province under this Agreement.

13.4 TCG will:

- a) comply with all applicable laws in carrying out its duties and obligations and exercising its rights and privileges under this Agreement; and
- b) ensure that Tahltan Officials comply with all applicable laws in carrying out their duties and obligations on behalf of TCG under this Agreement.

Compliance with Agreement

13.5 Any decision of the Province or a Provincial Official in respect of an Application will be made in accordance with the terms and conditions of this Agreement.

13.6 Any decision of TCG or a Tahltan Official in respect of an Application will be made in accordance with the terms and conditions of this Agreement.

Conflict of interests

13.7 TCG and the Province each confirm that they have established, and will continue to maintain and enforce, conflict of interest rules applicable to Tahltan Officials and Provincial Officials, respectively, comparable to those generally accepted for other Indigenous or provincial governments respectively.

Participation in Benefits

13.8 The Province will ensure that no Provincial Official obtains or is entitled to enjoy any personal benefits related directly or indirectly to this Agreement.

13.9 TCG will ensure that, subject to section 13.10, no Tahltan Official obtains or is entitled to enjoy any personal benefits related directly or indirectly to this Agreement, including as a result of a TCG Notice of Decision.

13.10 A Tahltan Official who is a Tahltan Nation Member is entitled to enjoy the same benefits under this Agreement as all other Tahltan Nation Members.

No Assumption of Liability for the Acts of the Other Party

13.11 The Province is not responsible or liable for the acts, omissions, negligence, malfeasance or misfeasance of TCG, Tahltan or any Tahltan Official related directly or indirectly to this Agreement.

13.12 TCG and Tahltan are not responsible or liable for the acts, omissions, negligence, malfeasance or misfeasance of the Province or any Provincial Official related directly or indirectly to this Agreement.

Part 14 Agreement Effective Date, Amendment, Suspension and Termination

14.1 The term of this Agreement will commence as soon as it has been signed by the authorized representatives of both TCG and the Province.

14.2 Before this Agreement can take effect, it must be:

- a) prescribed by the Lieutenant Governor in Council as an agreement under subsection 7(b) of the EA Act as enabled by the ELUA Order; and
- b) published in the Gazette in accordance with subsection 7(4) of the Declaration Act, which the Province commits to do in a timely manner.

14.3 Either Party may terminate this Agreement at any time 60 Calendar Days after the delivery of a written notice of proposed termination to the other Party if:

- a) the other Party fails to perform or is in breach of any of its material obligations under this Agreement; or
- b) any representation or warranty made by the other Party in this Agreement is untrue or incorrect.

14.4 A written notice of proposed termination delivered under section 14.3 will include a detailed explanation of the reasons for the proposed termination.

14.5 Within 30 Calendar Days of a written notice of proposed termination being delivered by a Party under section 14.3, the Senior Officials Table will meet to discuss the reasons for the proposed termination and seek to address those reasons.

- 14.6 If the Senior Officials Table is unable to address the reasons for the proposed termination within 30 Calendar Days of the Senior Officials Table meeting, the Senior Representatives will meet to discuss the reasons for the proposed termination and seek to address those reasons.
- 14.7 If the Senior Officials Table or the Senior Representatives address the reasons for the proposed termination to the satisfaction of each Party, this Agreement will not be terminated.
- 14.8 If the Senior Officials Table or the Senior Representatives are unable to address the reasons for the proposed termination within 60 Calendar Days of the delivery of a written notice of proposed termination under section 14.3, or such other time period as the Parties may agree to in writing, the Party providing the notice to terminate may, at any time, provide a final notice to the other Party terminating this Agreement and this Agreement will terminate accordingly.
- 14.9 In attempting to address the reasons for the proposed termination, the Senior Officials Table or the Senior Representatives may consider the use of third parties, such as facilitators, mediators, or arbitrators.
- 14.10 If at any point during the Assessments the Proponent withdraws an Application, the Parties will not continue to carry out the Assessments, but if the Proponent resubmits that Application, the Parties will meet to discuss how to resume carrying out the Assessments with respect to that Application.
- 14.11 If this Agreement is terminated pursuant to section 14.8, Part 11 and sections 4.3, 13.1, 13.2, 13.11, 13.12, 15.4, 15.5, 15.6 and 15.8 will survive termination.

Part 15 General

Representations and Warranties

- 15.1 TCG represents and warrants to the Province, with the intent and understanding that such representations and warranties will be relied on by the Province in entering into this Agreement, that:
- a) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of Tahltan Nation Members;
 - b) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of Tahltan Nation Members, including a TCG Board Resolution authorizing TCG to enter into the Agreement; and
 - c) this Agreement is a valid and binding obligation of Tahltan and TCG.

15.2 The Province represents and warrants to TCG, with the intent and understanding that such representations and warranties will be relied on by TCG in entering into this Agreement, that it has the authority to enter into this Agreement, including a signed order in council authorizing the Minister of Indigenous Relations and Reconciliation, on behalf of the Province, to enter into the Agreement, and that this Agreement is a valid and binding obligation of the Province.

Legal Advice

15.3 The Parties confirm that they have each had the full opportunity to review the terms and conditions of this Agreement and each has sought independent legal advice with respect to the terms and conditions.

No Admissions

15.4 Nothing in this Agreement will be construed:

- a) as an admission by either Party of the validity or invalidity of any claim by Tahltan to any Title or Rights;
- b) as an admission by TCG or Tahltan of any Provincial authority or jurisdiction in Tahltan Territory;
- c) as establishing, defining, limiting, denying, abrogating or derogating any of Tahltan's Title or Rights; or
- d) as in any way limiting the position either of the Parties may take in any process or proceeding except as expressly set out herein.

No Fettering

15.5 This Agreement does not affect or fetter the discretion of Tahltan, TCG, the Province or any Tahltan Official or Provincial Official.

Section 35 of the Constitution Act, 1982

15.6 The Parties agree that this Agreement does not constitute a treaty or land claims agreement within the meaning of sections 25 or 35 of the Constitution Act, 1982.

Duty to Consult

- 15.7 Provided that this Agreement is not terminated pursuant to section 14.8 prior to the completion of a Provincial Assessment in relation to a Substantial Change, this Agreement constitutes the means by which the Province will fulfill the procedural and information sharing obligations associated with the duty to consult and, if appropriate, accommodate Tahltan in respect of that Substantial Change.
- 15.8 If TCG consents to a Substantial Change pursuant to section 8.2 or 9.4, and the Amendment Order for that Substantial Change includes all terms and conditions identified in the TCG Notice of Decision for that Substantial Change, TCG will not initiate or participate in any legal action or proceeding that challenges that Amendment Order on the basis that the Province has failed to fulfil its duty to consult and, if appropriate, accommodate Tahltan or that the Amendment Order unjustifiably infringes Tahltan's Title and Rights.

Notices

- 15.9 Except as expressly set out herein, any notice, document, request in writing or communication required or permitted to be given hereunder shall be in writing and delivered by email, mail, or facsimile to the Party to which it is to be given as follows:

To the Province:

EAO Project Lead
BC Environmental Assessment Office
PO Box 9426 Stn Prov Govt
Victoria BC V8W 9V1

Email: David.Grace@gov.bc.ca
Fax: 250-387-2208

To TCG:

TCG Lands Director
Tahltan Central Government
Box 69, Tatl'ah (Dease Lake)
BC V0C 1L0

Email: landsdirector@Tahltan.org
Fax: 250-771-3020

or to such other address in Canada as either Party may advise in writing.

15.10 Any notice, document or communication will be deemed to have been given on the Calendar Day when delivered or when transmitted with confirmation of transmission by facsimile, other than on a Holiday, if done so during or before normal business hours in the city of the addressee and if after such normal business hours, the Calendar Day next following that is not a Holiday.

Amendments in Writing

15.11 This Agreement may be amended from time to time by the Parties in writing.

Periodic Review of Agreement

15.12 The Parties agree to periodically review, at least every three years, the implementation of this Agreement to determine if this Agreement and its structures and processes are effective and achieving the purposes of this Agreement.

15.13 Where following a review pursuant to section 15.11, the Parties agree that improvements should be made to this Agreement, the Parties will work together to determine what improvements are necessary and how to implement those improvements, including any agreed upon amendments to this Agreement.

Invalidity

15.14 If any part of this Agreement is void or unenforceable at law:

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

Assignment

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

Entire Agreement

15.16 This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement.

Applicable Laws

15.17 This Agreement will be governed by and construed in accordance with the applicable laws in force in the Province of British Columbia.

Other Indigenous Nations

15.18 This Agreement does not in any way affect or limit any consultation or constitutional obligations that the Province may owe to other participating Indigenous nations or Indigenous nations in relation to a Substantial Change.

Execution in Counterparts

15.19 This Agreement may be entered into by each of the Parties signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by email or facsimile transmission, and all executed counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on November 1st, 2023, as set out below:

**Signed on behalf of
Tahltan Central Government:**

Signed on behalf of the Province:

Chad Norman Day, President Tahltan
Central Government

Honourable Murray Rankin, Minister of
Indigenous Relations and Reconciliation

Honourable George Heyman,
Minister of Environment and Climate
Change Strategy

Witness:

Marie Quock, Chief
Iskut Band Council

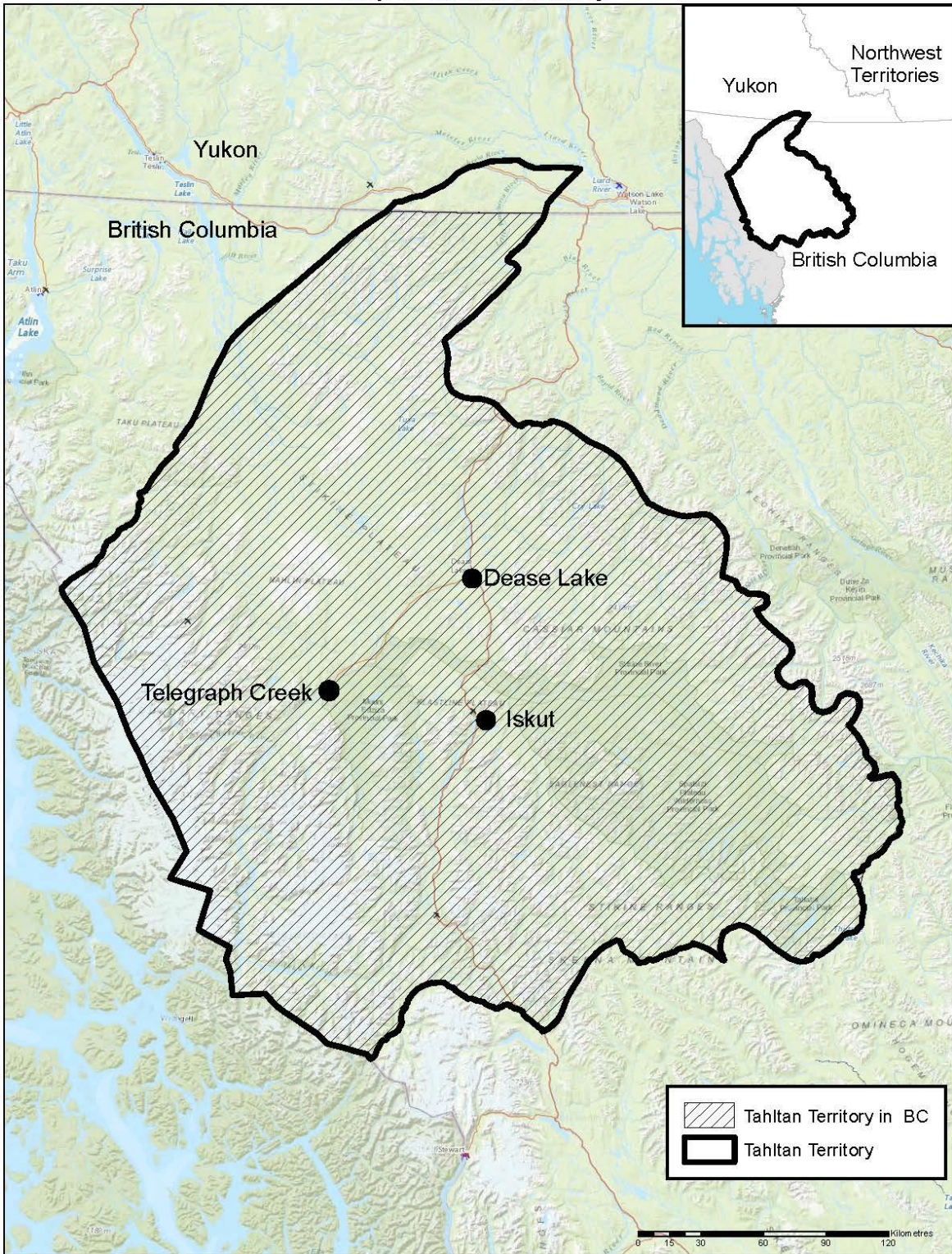
Honourable Josie Osborne, Minister of
Energy, Mines and Low Carbon Innovation

Carmen McPhee, Chief
Tahltan Band Council

Honourable Nathan Cullen, Minister of
Water, Land and Resource Stewardship

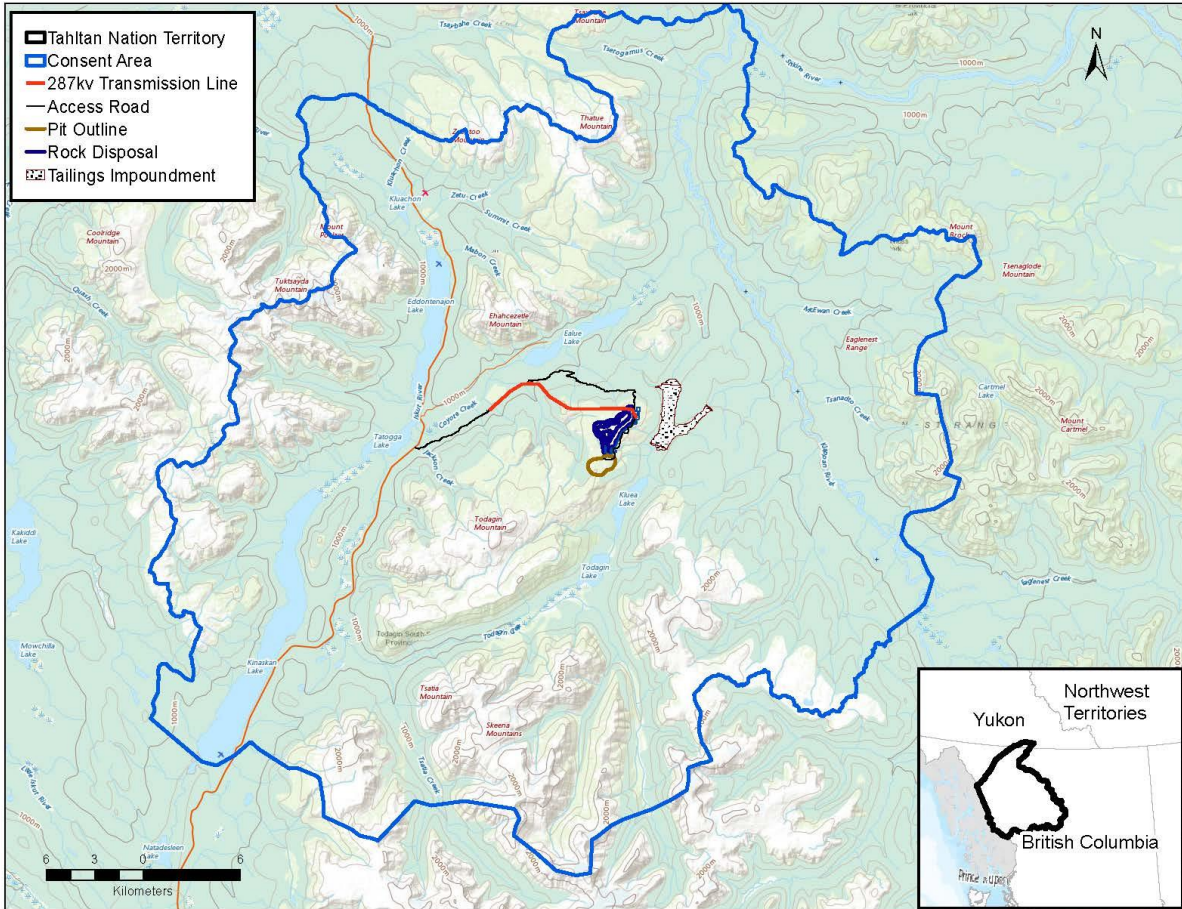
Schedule A

Map of Tahltan Territory



Schedule B

Map of Consent Area



Schedule C

Tahltan Risk Assessment Factors

In undertaking a risk assessment for a proposed project, the factors that TCG will consider include the following:

Impacts of the Project

1. How will the project affect the following:
 - (a) Tahltan's Title and Rights and the exercise of Title and Rights;
 - (b) high sensitivity areas or environmentally sensitive areas within Tahltan Territory;
 - (c) the quality or quantity of ground water or surface water, or ground and surface water connectivity with aquifers, lakes, rivers and streams;
 - (d) sacred areas;
 - (e) important habitat areas, including birthing, breeding and wintering areas for fish and wildlife, or wildlife migration corridors;
 - (f) ecosystems or species of importance to Tahltan;
 - (g) Tahltan harvesting areas, traditional use areas or other Tahltan land use areas;
 - (h) archaeological sites, burial sites, historical village sites or other site-specific features within Tahltan Territory;
 - (i) Tahltan management initiatives for lands, waters and resources within Tahltan Territory, including fish and wildlife; and
 - (j) infrastructure and community services within Tahltan Territory?
2. What are the cumulative effects on the items listed in section 1 above?
3. What is the proximity and associated effects of the project to Tahltan communities?
4. Will the project cause irreparable harm to Tahltan Territory?
5. What are the potential environmental, social, cultural, and economic impacts and benefits of the project on Tahltan and Tahltan communities (including in relation to health and vulnerability, risk and stress, cultural continuity, community well-being, social disruptions, employment, infrastructure capacity and services)?

6. Does the proposed project design, baseline information, mitigations, monitoring and closure protect the ground and surface water in the area, Tahltan areas of interest and in downstream land and water areas?

Project Considerations

7. Has a Tahltan land use and occupancy study been completed and used in the design of the project and incorporated into the proponent's environmental assessment application?
8. Does baseline information meet the confidences of Tahltan that it accurately and precisely captures the current knowledge for the project area, study areas and Tahltan areas of interest? If not, do the contingencies meet the confidences of Tahltan?
9. Do the proposed mitigation measures sufficiently address the potential negative impacts of the project on the environment, social, health, cultural, economic, community infrastructure and Tahltan's Title and Rights? Do the mitigations meet the confidence and expectations of Tahltan?
10. Have the concerns of Tahltan community members about the project impacts been adequately addressed?
11. Does the project align with Tahltan direction on the use of the project area, including in land use plans?
12. Does the proposed project in the current design, as a stand alone project, and as part of a cumulative review, meet the Tahltan Sustainability Requirements?

Legacies of the Project

13. What education, employment and training opportunities will the project provide?
14. What economic opportunities will the project provide for Tahltan and Tahltan businesses?
15. Does the proponent have the financial resources to implement mitigations, including Tahltan mitigations and conditions, carry the proposed project to final closure, and contribute to, support, or assist in creating the legacies required by Tahltan as per the Tahltan Sustainability Requirements?
16. Can the land and water in the project area and Tahltan Areas of Interest be returned to the existing or desired health as directed by Tahltan laws, principles, policies and knowledge?

Relationships and Commitments

17. How will the project affect Tahltan's relationship with the proponent?

18. What is the compliance, regulatory, and operational history of the project (if existing) and status of the working relationship of the proponent with Tahltan and other Indigenous nations?
19. Is there independent Tahltan monitoring being funded as part of the project design for the lifetime of the project inclusive of closure and post-closure?
20. Has the proponent appropriately addressed plans for monitoring and adaptive management to address any unforeseen environmental, social, health, or cultural impacts that may arise during the project's construction, operation, closure and post-closure phases?
21. Have the proponent and/or regulatory agencies applied the Tahltan Sustainability Requirements and the above risk criteria? Are they following the consent and decision-making requirements for Tahltan? Are they taking actions in relation to any Tahltan risk and sustainability concerns to require changes to the proposed project and project mitigation and conditions?
22. Has the proponent committed through binding obligations to meet the Tahltan Sustainability Requirements and Tahltan mitigations and conditions?

Schedule D

Tahltan Sustainability Requirements

In assessing whether a project is sustainable, TCG will consider whether the project:

1. Meets the requirements of the 1910 Declaration on Tahltan regarding governance, sovereignty, jurisdiction and authorities.
2. Meets the principles of the Tahltan Resource Development Policy.
3. Is consistent with applicable Tahltan lands governance policies.
4. Is consistent with fundamental Tahltan land and resource principles.
5. Would have impacts to fish or wildlife that cannot be addressed through existing fish and wildlife management strategies in Tahltan Territory.
6. Would have impacts to land, water, fish or wildlife that would impact the ability of Tahltan current and future generations to maintain the Tahltan way of life.
7. Allows the land and water to be returned to a level of environmental health to support Tahltan's Title and Rights and land uses across the Tahltan Continuum, with a focus on future land use by Tahltan.
8. Does not require mitigations, treatment, or monitoring beyond closure (i.e. will not require treatment of the land and water in perpetuity to maintain them at near normal levels).
9. Does not restrict Tahltan from meeting food security needs or conducting social, cultural, spiritual, and environmental practices.
10. Minimizes and accommodates adverse impacts to Tahltan Values and has Tahltan social, cultural, environmental, community infrastructure and health compensation and adaptive management plans with binding commitments in place to support this requirement.
11. Does not significantly impact Tahltan Values through residual or cumulative effects.
12. Does not significantly impact Tahltan Title and Rights and the exercise of Title and Rights for Tahltan.
13. Contributes, supports, or assists in creating sustainable social, cultural, environmental, community and economic legacies for Tahltan.