

March 22, 2008

Haida Nation

**Interim Forest Revenue-Sharing Agreement
(the "Agreement")**

Between:

The Haida Nation

As Represented by The Council of the Haida Nation

And

Her Majesty the Queen in Right of the Province of British Columbia

As represented by the Minister of Forests and Range
(British Columbia)

(Collectively the "Parties")

WHEREAS:

The Parties wish to enter into an Interim Forest Revenue-Sharing Agreement .

THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. Definitions

- 2.1 "Forestry Decision" means a decision about the management of forests undertaken by the Ministry of Forests and Range..
- 2.2 "Haida Interests" means Haida aboriginal rights and/or aboriginal title
- 2.3. "Forest Tenure" means an agreement between a Licensee and the Crown to harvest timber pursuant to the *Forest Act*
- 2.4. "Traditional Territory" for the purpose of this Agreement means Haida Gwaii as outlined on the map in Attachment A.
- 2.5. "Licensee" means a holder of a Forest Tenure or a Range Tenure.
- 2.6. "Interim Accommodation" means an accommodation provided in this Agreement, of the potential infringements of the economic component of the Haida Nation's Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these Interests. The revenue component reflects the present budget limitations of the Minister of Forests and Range and does not necessarily reflect the amount that the Haida Nation may be entitled to at some future time as a result of infringements of Haida Interests during or after the term of this Agreement. It is acknowledged that other accommodations, including economic accommodations, may be jointly developed by the Parties during the term of this Agreement.

3. **Purpose and Objectives**

The purposes and objectives of this Agreement are to:

- 3.1 Provide a share of revenue received by British Columbia from forest resource development to the Haida Nation as an interim accommodation.
- 3.2 Provide a period of time for the Parties to create greater stability and sustainability for forest resource development within the Traditional Territory during the term of this agreement while longer term interests are addressed through other agreements or processes.

4 **Economic Benefits to the Haida Nation – Interim Payment**

During the term of this Agreement, British Columbia will provide the following economic benefits to the Haida Nation:

- 4.1 During the term of this Agreement, British Columbia will make an interim payment to the Haida Nation of \$1 897 167 annually.
- 4.2 The funding commitment set out in section 4.1 is subject to the availability of annual appropriations for that purpose by British Columbia.
- 4.3 For the purposes of determining amounts for partial years, one-fourth (i.e. ¼) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.
- 4.4 Upon signing of this Agreement, the Haida Nation will be paid the full revenue for two quarters (\$948 292), including for the quarter ending March 31, 2008. Subsequent payments will be made at the end of each quarter starting at the quarter ending September 30, 2008.
- 4.5 In the circumstances that the Haida Nation provides notice under Section 6.3 to terminate the agreement and the termination date is after January 1, 2008, but prior to September 30, 2008, the Haida Nation agrees to reimburse the government of British Columbia an amount equivalent to the amount of the payment they have received under Section 4.4 for the period between January 1, 2008 and the date the agreement is terminated.
- 4.6 British Columbia will not seek to direct or influence the expenditure of the funds provided to the Haida.

5. **Reconciliation and Accommodation Regarding Forestry Decisions**

- 5.1 Subject to the terms and conditions of this Agreement being met by British Columbia, the Haida Nation agrees that British Columbia will have provided an Interim Accommodation with respect to the economic component of potential infringements of Haida Aboriginal Interests within the Traditional Territory.
- 5.2 The Province acknowledges that the funding provided through this Agreement is an interim economic accommodation only and that ongoing efforts by the Province to address the cultural aspects of Haida Interests, and the broader processes that are underway will assist in determining the appropriate accommodation in respect of impacts on Haida Aboriginal Interests as a result of Forestry Decisions occurring within the Traditional Territory.
- 5.3 The Parties will examine other opportunities for accommodation in respect of impacts on Haida Aboriginal Interests arising from Forestry Decisions within their Traditional Territory.

- 5.4 The Haida and the Province are entering into broader discussions to further reconcile their interests. The Parties agree that this Agreement is an interim measure that links to broader coordinated efforts to address the Parties Interests.
- 5.5 In the interim, the Parties agree that collaboratively implementing the Strategic Land Use Agreement (SLUA) will assist in resolving differing interests in the management of forests in the Traditional Territory, prior to that reconciliation..
- 5.6 The Parties agree to work collaboratively with forest licensees and the British Columbia Timber Sales Program to support timely and effective Forestry Decisions and the voluntary implementation of ecosystem-based management (EBM).
- 5.7 The Parties further agree to work collaboratively to seek to resolve differences that may arise between them in relation to Forestry Decisions.
- 5.8 The Parties further agree to work collaboratively to resolve issues related to changes to operating areas for affected licensees as a result of the SLUA.
- 5.9 Should the reconciliation discussions referenced in Section 5.4 not be concluded within two years, the Parties will develop a consultation process to address Forestry Decisions, unless the Parties agree that a protocol is not necessary.

6. **Term and Termination**

- 6.1. The term of this Agreement is 5 years, or sooner if a reconciliation agreement replaces this Agreement.
- 6.2. This Agreement will take effect on the date on which the last Party has executed it.
- 6.3. This Agreement will terminate on the occurrence of the earliest of any of the following events: expiry of its term; 90 days notice; or mutual agreement of the parties.
- 6.4. Neither Party shall terminate this Agreement on the grounds that the other Party has challenged a Forestry Decision by way of legal proceedings.
- 6.5. Prior to the expiry of the 90 days when 90 day notice of termination has been given under Section 6.3, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

7. **Renewal of the Agreement**

- 7.1. Prior to the expiry of the term of this Agreement, if the terms and conditions of this Agreement are being met, British Columbia and the Haida Nation will seek the necessary authorities and approvals to enter into negotiations to renew this Agreement, or to conclude a new forestry agreement, consistent with the New Relationship.

8. **Amendment of Agreement**

- 8.1. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 8.2. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

9. **Entire Agreement**

9.1. This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

10. **Notice**

10.1. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as set out in section 10.3.

10.2. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.

10.3. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia Deputy Minister Ministry of Forests and Range P.O. Box 9525 STN PROV GOVT Victoria B.C. V8W 9C3 Telephone: (250) 356-5012 Facsimile: (250) 953-3687	Haida Nation Arnie Bellis Haida Tribal Society PO Box 589 Masset, BC Haida Gwaii V0T 1N0 Telephone: (250) 626-5252 Fax: (250)626-3403

11. **Miscellaneous**

11.1 This Agreement will be implemented by the Haida in accordance with their laws, policies, customs, traditions and their decision making processes.

11.2 This Agreement will be implemented by the Province in accordance with its laws, policies and decision making processes and authorities.

11.3 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.

11.4 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.


11.5 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.

11.6 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.

- 11.7. Subject to Section 2.6, and Section 5.2, nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement, even if that infringement is caused by a decision that was made during the term of this Agreement.
- 11.8. Subject to Section 2.6. and Section 5.2, this Agreement does not address or affect any claims by the Haida Nation regarding infringement of Haida Interests arising from past Forestry Decisions made previous to the signing of this Agreement, or any future treaty settlement related to an aboriginal right and title claim.
- 11.9. This Agreement and any decisions and or Licenses issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities, and does not represent admissions by the Parties in that or any other regard.
- 11.10. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 11.11. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 11.12. The Province acknowledges and enters into this Agreement on the basis that the Haida Nation has Haida Interests within their Traditional Territory and further that the specific nature, scope or geographic extent of Haida Interests have not yet been determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Haida Interests or treaty interests.
- 11.13. Nothing in this Agreement will be interpreted in a manner that suggests that the Haida Nation has authorized any infringement of Haida Interests that may occur during the term of this Agreement. The question of infringement of Haida Interests is one that may be further addressed in the context of discussions that occur pursuant to section 5.4.

Signed on behalf of:


 Council of the Haida Nation


 Province of British Columbia
 Rich Coleman
 Minister of Forests and Range


 Date

APR 03 2008
 Date

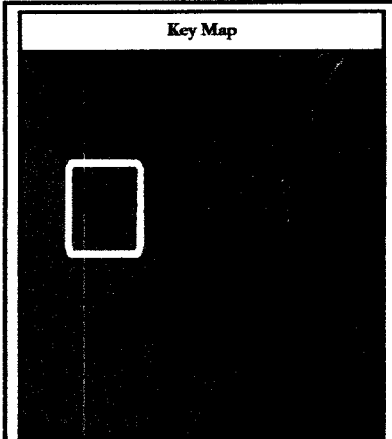
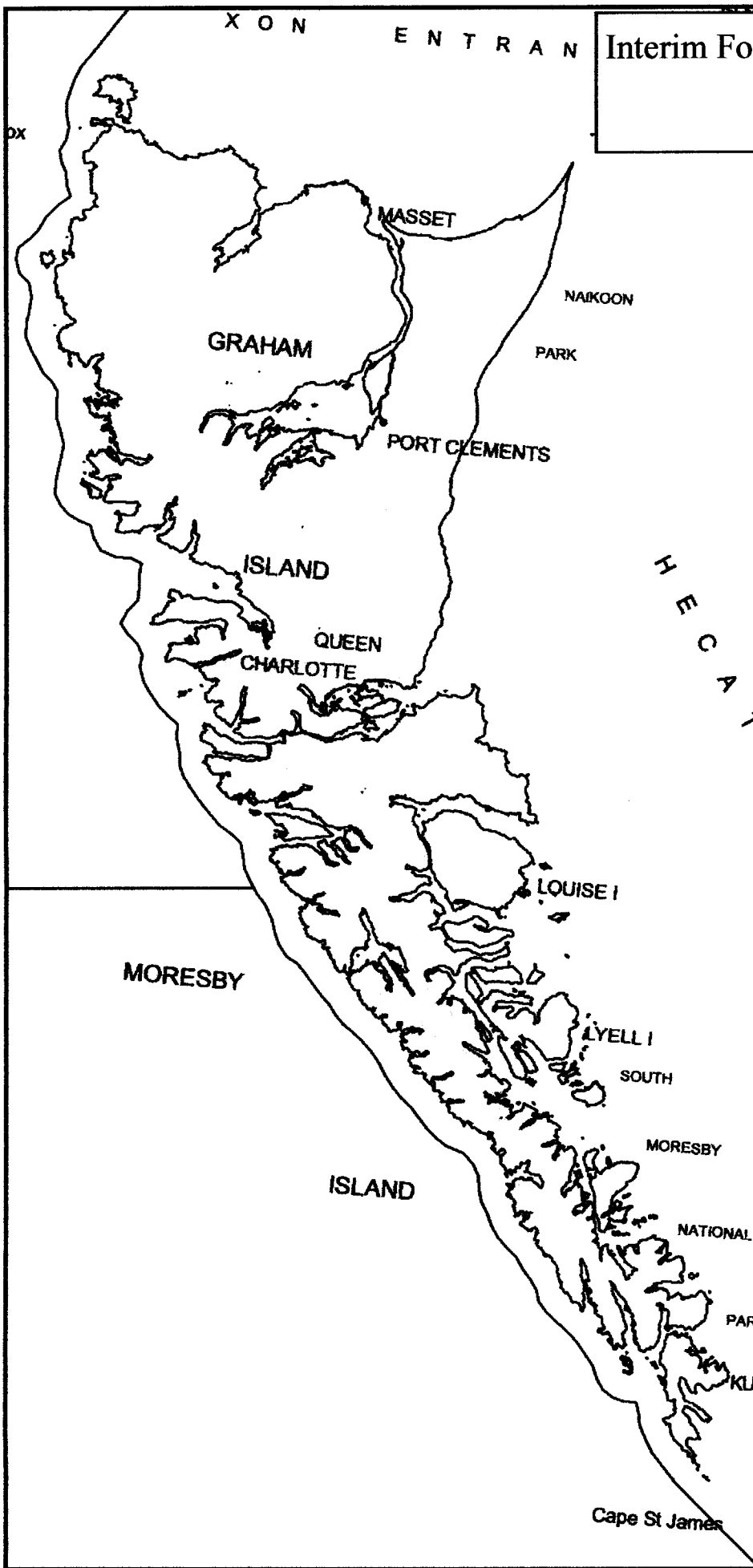

 Witness




 Witness

Attachment A: Map of Haida Gwaii

X O N
E N T R A N

Interim Forest Revenue Sharing Agreement Attachment A Map of Haida Gwaii

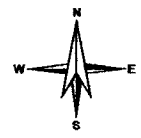


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Ministry of Forests and Range
Coast Forest Region

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