

Forest Tenure Opportunity Agreement
(the "Agreement")

Between:
"Haisla Nation"
As represented by
Chief and Council

and

Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Forest, Land, and Natural Resource Operations
("British Columbia")

(collectively the "Parties")

WHEREAS:

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and the Haisla Nation have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits flowing from it, may assist the Haisla Nation in achieving progress towards the goals referred to in the previous recitals, and in particular may help to address the conditions that contribute to poverty among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.
- D. British Columbia recognizes that the Haisla Nation has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Haisla Nation community's well-being.
- E. The Haisla Nation has Aboriginal Interests within its Traditional Territory.

- F. This Agreement is intended to assist in achieving stability and greater certainty for forest resource development on Crown lands within the Traditional Territory of the Haisla Nation which will enhance the ability of the forest industry to exercise timber harvesting in a timely, economic, and environmentally sustainable manner while longer term interests of the Haisla Nation are addressed through other agreements or processes.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1 "Aboriginal Interests" means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the Constitution Act, 1982.
- 1.2 "Effective Date" means the date on which this Agreement has been ratified and signed by each of the Parties.
- 1.3 "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in section 12(1) of the *Forest Act*.
- 1.4 "Licence" means a First Nations Woodland Licence as defined in the *Forest Act*.
- 1.5 "Licensee" means a holder of a First Nations Woodland Licence.
- 1.6 "Representative" carries the same meaning as is given in the *Forest Act*.
- 1.7 "Traditional Territory" means the Haisla Nation's claimed or asserted Traditional Territory as shown on bold black on the map attached in Appendix A.

2. Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1 Provide an opportunity for the Haisla Nation to identify and pursue socio-economic objectives in its community and, in connection with those objectives, to assist the Haisla Nation in achieving progress towards closing socio-economic gaps between the members of Haisla Nation and non-Aboriginal people in British Columbia.
- 2.2 Promote and increase the Haisla Nation's participation in the forest sector by offering an area based forest tenure opportunity.

- 2.3 Provide an accommodation in respect of potential impacts of forestry decisions and operations within the Traditional Territory on the Haisla Nations' Aboriginal Interests.
- 2.4 The forest tenure offered is considered to be the forest tenure opportunity in support of concluding treaties or other land claim processes.

3. Forest Tenure Opportunity

- 3.1 After the execution of this Agreement by the Parties the Minister will invite the Haisla Nation or its Representative to apply for a First Nations Woodland Licence (the "Licence").
- 3.2 The appointment of a Representative for the purposes of holding the Licences must be made in accordance with the Forest Act.
- 3.3 The proposed Licence boundary is approximately 21,000 hectares in size and is identified on the map attached to this Agreement as Appendix C. The proposed boundary will be finalized through the application process and the approved allowable annual cut (AAC) will be reflected accordingly.
- 3.4 The proposed Licence will be based on the assumptions used in the most recent timber supply analysis for the management unit from which the Licence is derived. The initial AAC of the Licence may be less than the maximum due to the site characteristics of the area (i.e. age class distribution, site productivity, etc.). The AAC approved for the Licence will be based on the approved management plan submitted by the Haisla Nation or its Representative and will be subject to increases or decreases over time. For clarity, a Licence with a non-declining AAC is not guaranteed.
- 3.5 The Licence under section 3.1 will be subject to the approval of the Regional Executive Director.
- 3.6 The Licence under section 3.1 of this Agreement will:
 - 3.6.1 be for a term of 25 years
 - 3.6.2 be eligible for replacement provisions as defined within the *Forest Act*;
 - 3.6.3 include other terms and conditions required by law including the condition that the Haisla Nation must comply with this Agreement; and,
 - 3.6.4 include other terms and conditions as may be required by the Regional Executive Director.

- 3.7 Notwithstanding any other provision of this Agreement, British Columbia neither makes nor offers any guarantee of the financial viability of any operations under the Licence referred to in section 3.1.
- 3.8 During the term of this Agreement and notwithstanding section 3.7, the Haisla Nation agrees that British Columbia has provided to the Haisla Nation an accommodation in respect of potential impacts of forestry decisions and operations within the Traditional Territory on the Haisla Nations' Aboriginal Interests, in the form of the Licence provided for under this Agreement.
- 3.9 If the Licence entered into under this Agreement remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be an accommodation as contemplated in sections 2.3 and 3.8 until the Licence expires or is terminated.
- 3.10 Any Licence entered into under this Agreement can only be transferred in accordance with the Forest Act.
4. Harvest rights within the FNWL may be shared
- 4.1 Subject to 4.2, The Haisla Nation, or its Representative, has exclusive rights to harvest timber in the Licence referred to in section 3.1 of this Agreement.
- 4.2 The Haisla Nation or its Representative may agree to share the licence allowing for non-exclusive harvesting rights.
5. Reporting of Tenure Information
- 5.1 British Columbia, in its commitment to the goals of the Transformative Change Accord, may require certain information from the Haisla Nation on what measurable benefits the Haisla Nation community has been able to achieve as a result of this Agreement.
- 5.2 The Haisla Nation agrees to cooperate with British Columbia in providing the information in a format acceptable to both Parties and in a manner that maintains the confidentiality of that information in accordance with applicable statutory requirements.
6. Haisla Nation Traditional Territory
- 6.1 British Columbia will use the map of the The Haisla Nation's Traditional Territory used in the Haisla Nation Forest & Range Consultation and

Revenue Sharing Agreement (FCRSA) dated April 26, 2011 which map will be set out in this Agreement as Appendix A.

7. Economic and Operational Stability within the Haisla Nation Traditional Territory

7.1 The Haisla Nation agrees to respond immediately to any discussions sought by British Columbia in relation to acts of intentional interference by members of the Haisla Nation with provincially authorized and/or approved forest activities and will work co-operatively with British Columbia in resolving any such matters.

8. Term and Termination

8.1 This Agreement will take effect on the date on which the last Party has executed it.

8.2 This Agreement will terminate on the occurrence of the earliest of any of the following events:

8.2.1 expiry of the licence provided for under this Agreement;

8.2.2 90 days notice by either Party to the other Party; or

8.2.3 mutual agreement of the Parties.

8.3 This Agreement may be terminated by British Columbia if the Licence issued pursuant to section 3.1 is cancelled, surrendered or otherwise terminated under the *Forest Act*.

8.4 Prior to the expiry of the 90 days when 90 days notice of termination has been given under section 8.2.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

8.5 If the Licence entered into under this Agreement, is replaced, the term of this Agreement will be deemed to be amended so as to extend the term to be the same as the replaced Licence.

9. Interpretation Dispute Resolution

9.1 If a dispute arises between British Columbia and the Haisla Nation regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed Representatives or Alternates will meet as soon as is practicable to attempt to resolve the interpretation dispute.

9.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the Haisla Nation.

9.3 If the interpretation dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation dispute.

10. Amendment of Agreement

10.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.

10.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

11. Suspension or Cancellation by the Minister

11.1 Without limiting the actions that may be taken by the Minister or by British Columbia, the Minister or a person authorized by the Minister may suspend or cancel the Licence entered into as a result of the invitation to apply under this Agreement, if the Minister or a person authorized by the Minister determines that the Haisla Nation is not in compliance with this Agreement.

11.2 If this Agreement is terminated in accordance with section 8.2.2 or 8.2.3, the Minister may cancel the Licence issued pursuant to this Agreement.

11.3 Prior to contemplating any action referred to in sections 11.1 or 11.2 British Columbia will provide notice to the Haisla Nation of any alleged contravention of this Agreement that may lead to the Haisla Nation not being in compliance with this Agreement.

12. Entire Agreement

12.1 This Agreement, and any amendment to it, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement.

13. Notice

13.1 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 this section of the Agreement.

13.2 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. on that day.

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

British Columbia	Haisla Nation
Deputy Minister	Contact Name
Ministry of Forests, Mines and Lands	Haisla Nation
PO Box 9525 STN PROV GOVT	PO Box 1101
Victoria, B.C. V8W 9C3	Kitamaat Village, B.C. V0T 2B0
Telephone: (250) 356-5012	Telephone: (250) 639-9361
Facsimile: (250) 953-3687	Facsimile: (250) 632-2840

13.4 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by facsimile. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

13.5 British Columbia is not in breach of any duty merely as a result of any contraventions by Haisla Nation's Representative in respect of any licences issued under this Agreement.

14. Miscellaneous

14.1 This Agreement is to be interpreted in a manner consistent with provincial, federal and constitutional law.

14.2 Except as set out in this Agreement, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.

14.3 The Parties have diverging views with respect to sovereignty, title and ownership as follows:

The Haisla Nation asserts that:

Haisla Nation holds aboriginal title to and aboriginal rights within all of the Traditional Territory, and that the lands, waters and resources in the Traditional Territory belong to the Haisla Nation and are subject to its inherent sovereignty, jurisdiction and collective rights. Haisla Nation aboriginal rights and title have never been extinguished or diminished.

The Haisla Nation has never ceded, sold, or surrendered the Traditional Territory to the Crown or otherwise.

The Haisla Nation intends to manage its Traditional Territory in accordance with its laws, policies, customs and traditions.

The Province of British Columbia asserts that:

The lands, waters and resources within the Haisla Traditional Territory as identified in Appendix A are Crown Lands, waters and resources subject to the sovereignty of Her Majesty the Queen and the legislative jurisdiction of the Province of British Columbia.

British Columbia acknowledges and enters into this Agreement on the basis that the Haisla Nation has Aboriginal Interests within its Traditional Territory but that the specific nature, scope and geographic extent of Haisla Nation's Aboriginal Interests have not yet been determined, and further that broader processes engaged in to bring about reconciliation will eventually result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Haisla Nation.

14.4 This Agreement does not exclude the Haisla Nation from accessing forestry economic opportunities and benefits, which may be available to them, other than those expressly set out in this Agreement.

14.5 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, including aboriginal title, or limit any priorities afforded to aboriginal rights, including aboriginal title.

FOREST TENURE OPPORTUNITY "C" AGREEMENT

- 14.6 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 14.7 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.
- 14.8 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.
- 14.9 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 14.10 The laws of British Columbia will govern this Agreement.
- 14.11 This Agreement is not intended to limit any obligation of forest Licensees or other third parties to the Haisla Nation.
- 14.12 The appendices to this Agreement form part of the Agreement.

FOREST TENURE OPPORTUNITY "C" AGREEMENT

Signed on behalf of:

Haisla Nation

Date: _____

Chief Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Witness of Haisla Nation signatures

Signed on behalf of:

British Columbia

Date: _____

Honourable Steve Thomson
Minister of Forests, Lands and
Natural Resource Operations

Witness of Minister signature

FOREST TENURE OPPORTUNITY "C" AGREEMENT

Signed on behalf of:

Haisla Nation

Date: May 25/2012

A. Chi Ross
Chief Councillor

Councillor

K. Stewart
Councillor

Councillor

Councillor

J. Ross
Councillor

Councillor

Councillor

H. Chi Ross
Councillor

R. Chi Ross
Councillor

Cynthia Smith
Witness of Haisla Nation signatures

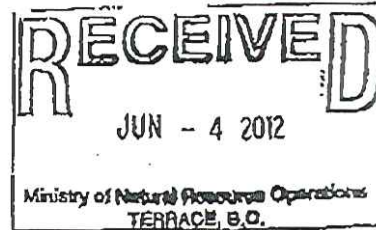
Signed on behalf of:

British Columbia

Date: Sept 18/2012

Steve Thomson
Honourable Steve Thomson
Minister of Forests, Lands and
Natural Resource Operations

[Signature]
Witness of Minister signature



FOREST TENURE OPPORTUNITY “C” AGREEMENT

APPENDIX A

Map of Haisla Nation Traditional Territory

- 1.0 See Attached map labelled “HAISLA FIRST NATION TRADITIONAL TERRITORY”

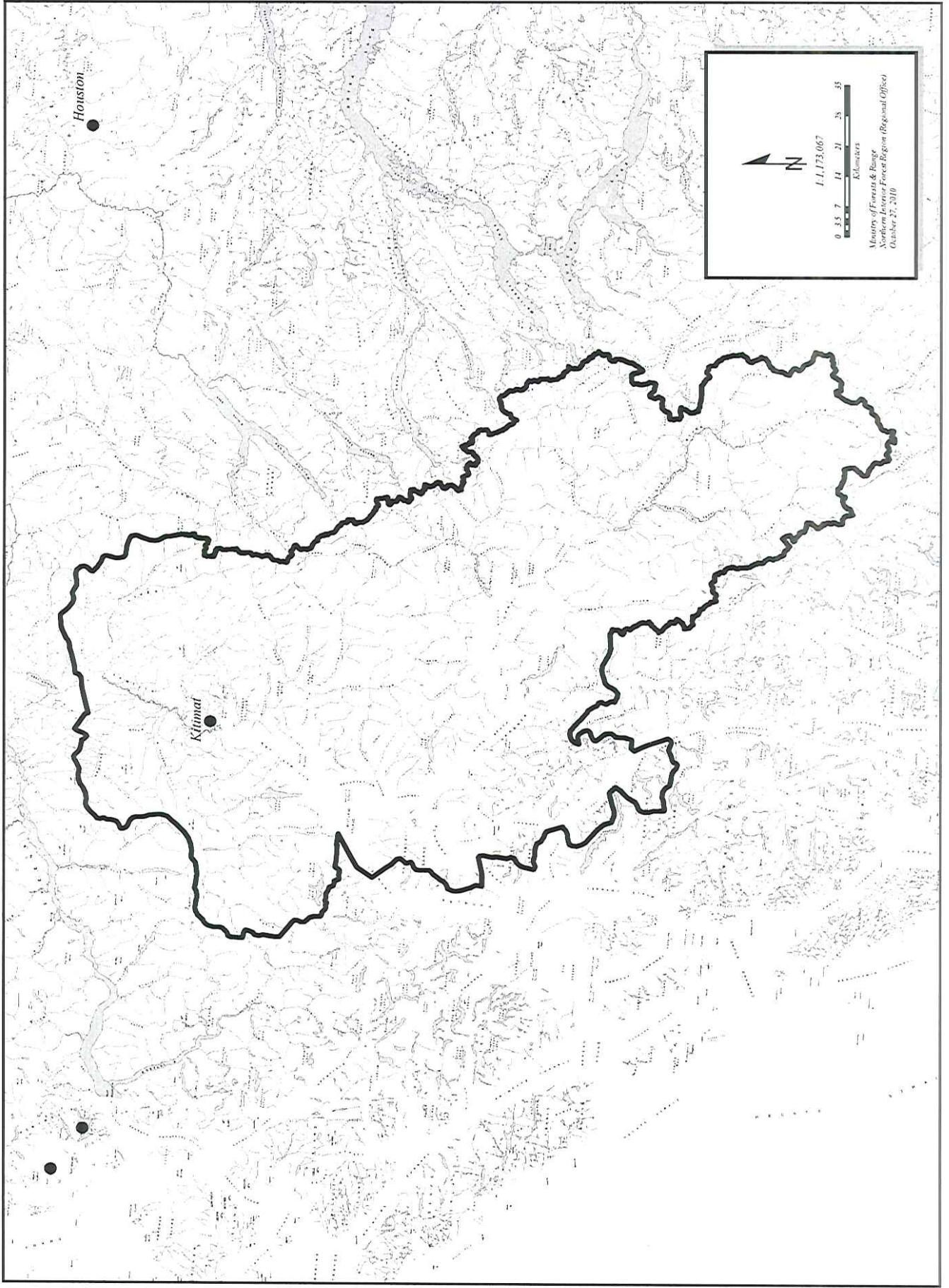
FOREST TENURE OPPORTUNITY "C" AGREEMENT

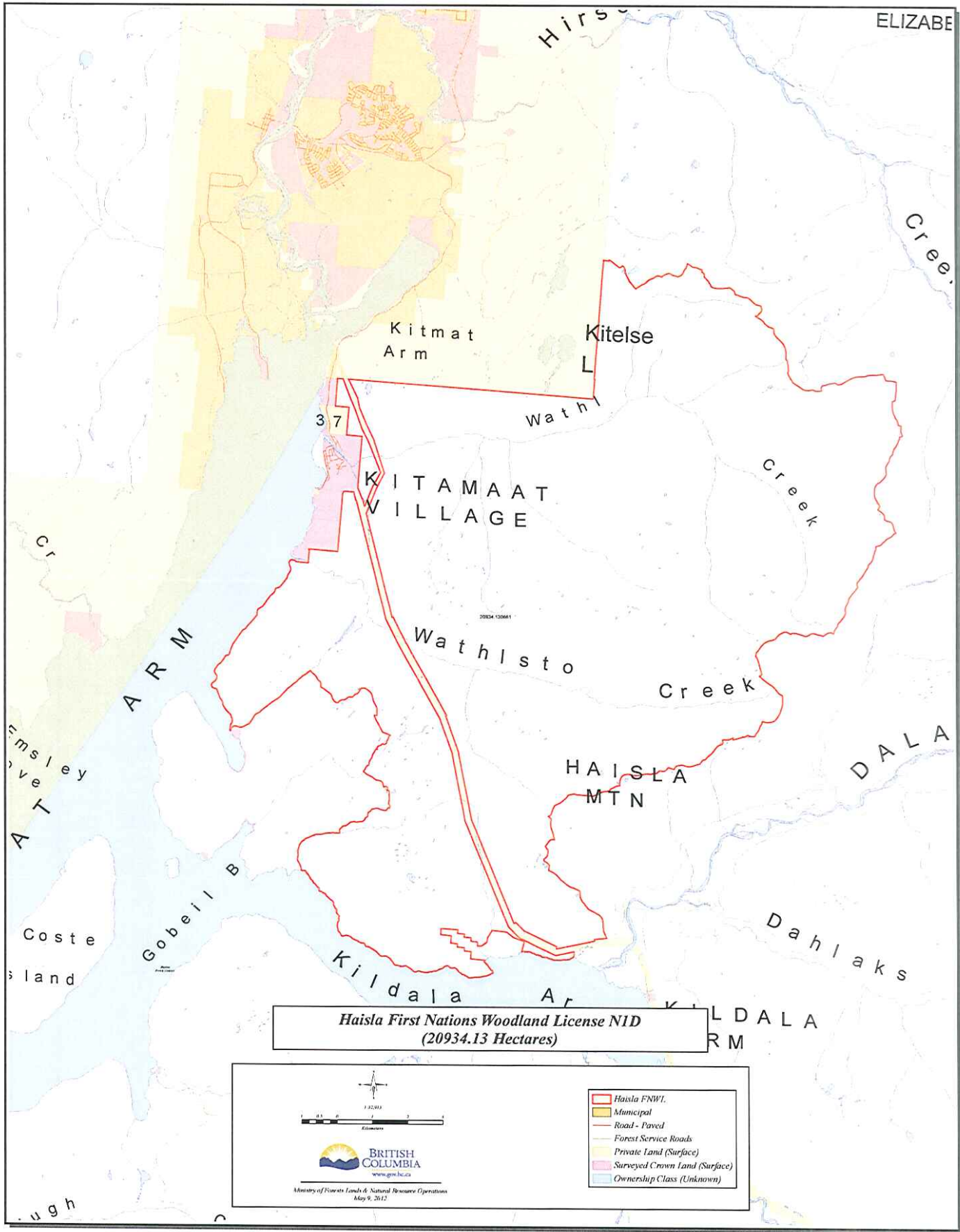
APPENDIX C

Map of Proposed First Nations Woodland Licence Boundary

1.0 See attached map labelled "Haisla First Nations Woodland License N1D"

Appendix A
HAISLA FIRST NATION TRADITIONAL TERRITORY





**Haisla First Nations Woodland License NID
(20934.13 Hectares)**

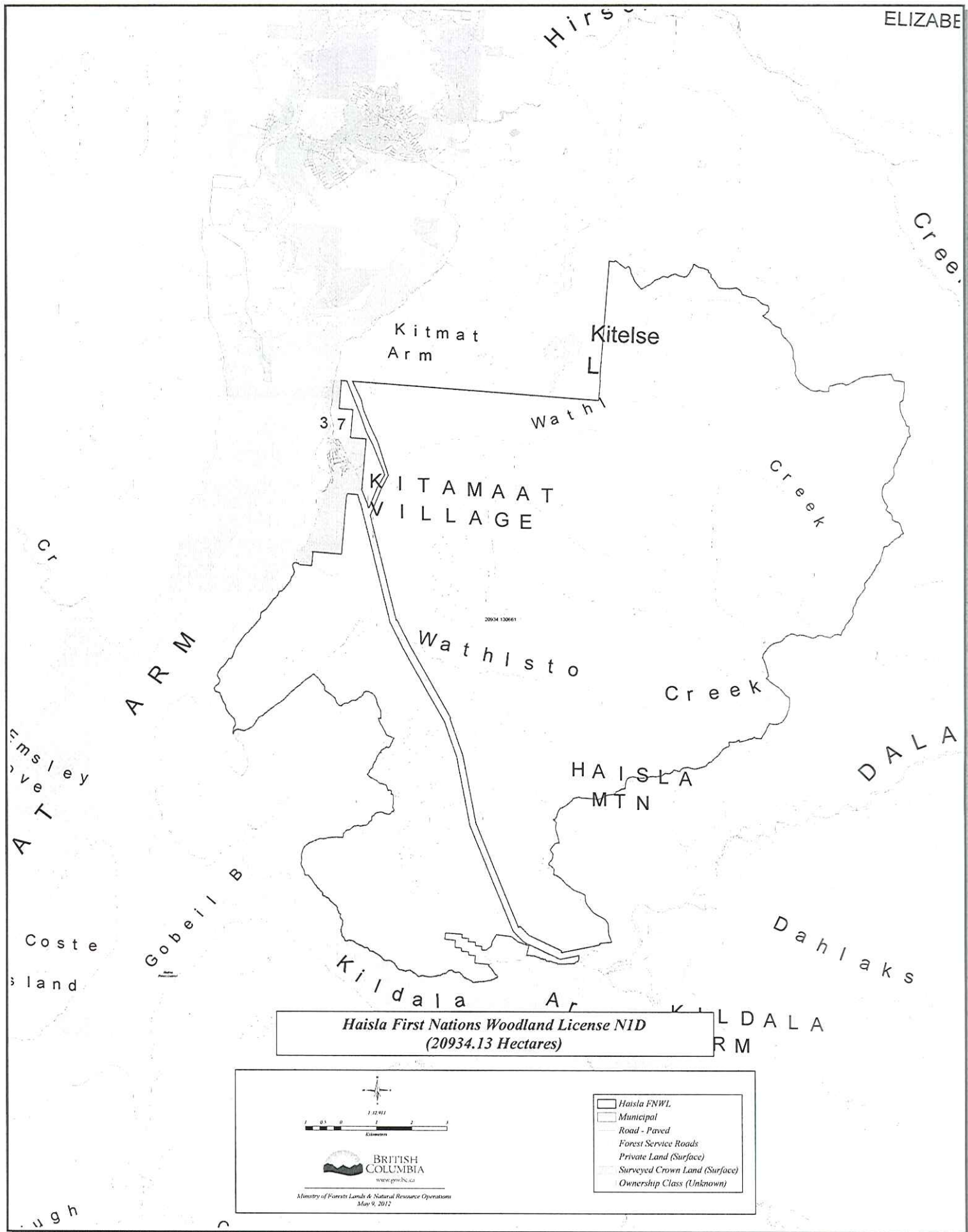
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Kilometers

BRITISH COLUMBIA
www.gov.bc.ca

Ministry of Forests, Lands & Natural Resource Operations
May 9, 2012

- Haisla FNWI
- Municipal
- Road - Paved
- Forest Service Roads
- Private Land (Surface)
- Surveyed Crown Land (Surface)
- Ownership Class (Unknown)



**Haisla First Nations Woodland License NID
(20934.13 Hectares)**

1:32,911
Kilometers

BRITISH COLUMBIA
www.pnw.bc.ca

Ministry of Forests, Lands & Natural Resource Operations
May 9, 2012

	Haisla FNWL
	Municipal
	Road - Paved
	Forest Service Roads
	Private Land (Surface)
	Surveyed Crown Land (Surface)
	Ownership Class (Unknown)