

**Forestry Interim Measures Agreement  
(the "Agreement")**

**Between:  
Skidegate Band Council**

**As represented by  
Chief Councillor Willard Wilson**

**And**

**Her Majesty the Queen in Right of the Province of British Columbia  
As represented by the Minister of Forests  
(the "Government of British Columbia")**

**(collectively the "Parties")**

**Whereas:**

- The Haida Nation and the Government of British Columbia are involved in litigation regarding title, jurisdictional and constitutional issues, including the rights to and access to timber. Notwithstanding the Parties' positions on the legal and constitutional issues, the Parties wish to enter in to an interim agreement to provide cooperative arrangements under which the Skidegate Band Council will access forest resources prior to resolution of those issues.
- The Council of the Haida Nation has issued an approval called a "right to access" to the Skidegate Band Council to access timber for construction of a cultural centre. The Skidegate Band Council is prepared to work with the Government of British Columbia as well, while legal issues remain unresolved.
- The Government of British Columbia has an interest in working cooperatively with the Skidegate Band Council to facilitate the construction of a cultural centre by providing access to timber through a licence issued under the *Forest Act*.

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Therefore the Parties agree as follows:

**1.0 Purpose:**

**1.1 The purposes of this Agreement are to:**

- (a) facilitate the construction of a cultural centre by providing access to timber to the Skidegate Band Council through an invitation to apply for a licence under Section 47.3 of the *Forest Act*; and
- (b) provide the Skidegate Band Council with a short term licence as an interim step toward addressing access to forest resources in any broader agreement that may be subsequently entered into between the Parties.

**2.0 Invitation to apply for a licence**

- 2.1 After the execution of this Agreement by the Parties, the Minister will invite the Skidegate Band Council to apply for a licence (the "Licence") for up to 10,000 cubic meters within Tree Farm Licence 39 under the *Forest Act* in an operating area to be specified by the district manager.
- 2.2 An invitation to apply for the Licence and the Licence entered into as a result of the invitation to apply under this Agreement will be subject to the policies, regulations and statutes of British Columbia as amended from time to time
- 2.3 An invitation to apply under this Agreement will contain terms and conditions required by the Minister.
- 2.4 If a Licence is entered into as a result of an invitation to apply under this Agreement it:
  - (a) will be for a term of no longer than 2 years, as determined by the Minister;
  - (b) will not be transferable or divisible without the consent of the Minister;
  - (c) will not be replaceable;
  - (d) will not guarantee timber rights to a particular species or grade of timber;

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- (e) will contain other terms and conditions required by law, including the condition that the Skidegate Band Council must comply with this Agreement; and
- (f) will include other terms and conditions as may be required by the regional manager.

### **3.0 Link to Broader Forestry Interim Measures Agreement**

- 3.1 The Parties acknowledge that this Agreement is an interim step toward a broader agreement between the Haida Nation, including the Skidegate Band Council, and the Government of British Columbia addressing access to forest resources and revenue sharing, as well as other forestry matters. The relationship between any tenure entered into as a result of this Agreement and the content of any subsequent broader agreement that may be entered in to between the Parties will be considered in the context of the negotiation of the broader agreement.
- 3.2 The Parties agree to negotiate a process regarding access to timber by the Haida Nation, including Skidegate Band Council and its members for traditional and cultural purposes as part of any broader agreement referenced in section 3.1.

### **4.0 Dispute Resolution**

If a dispute arises between the Parties regarding the interpretation of a provision of this Agreement, including the obligation of a party under this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to consider the dispute and attempt to resolve the dispute.

### **5.0 Amendment**

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

### **6.0 Entire Agreement**

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

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**7.0 Term**

7.1 This Agreement will take effect on the date that it has been executed by the Parties.

7.2 This Agreement will terminate on the occurrence of the earlier of the following events:

- (a) 2 years from date of signing; or
- (b) the date on which this agreement is superseded by a broader agreement between the Haida Nation, including Skidegate Band Council and the Government of British Columbia.

**8.0 Suspension or Cancellation of Licence**

Without limiting the actions that may be taken by the Minister or by the Government of 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 Skidegate Band Council is not in compliance with this Agreement or if this Agreement is terminated under section 7.0.

**9.0 Notice**

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 paragraph of the Agreement.

**British Columbia**  
Deputy Minister  
Minister of Forests  
P.O. Box 9525 STN PROV GOVT  
Victoria B.C. V8W 9C3  
Facsimile (250) 387-7065

**Skidegate Band Council**  
Chief Councillor Willard Wilson  
Box 1301  
Skidegate, BC V0T 1S1  
Facsimile (250) 559-8247

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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.

## **10.0 Counterpart**

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 fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

## **11.0 Miscellaneous**

- 11.1 Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
- 11.2 Nothing in this Agreement shall be interpreted in a manner that requires the Skidegate Band Council or the Haida Nation to act in a manner inconsistent with its authority or any applicable Haida law.
- 11.3 This Agreement is not a treaty or a lands claims agreement within the meaning of section 25 and 35 of the *Constitution Act*, 1982 and does not recognise, affirm, or deny the existence of aboriginal rights including aboriginal title, or treaty rights.
- 11.4 This Agreement will not limit the positions that the Parties may take in future negotiations or court actions.
- 11.5 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute.
- 11.6 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 11.7 This agreement shall be governed by the applicable laws of British Columbia and Canada.
- 11.8 This Agreement is entered into as a move toward a more cooperative relationship between the Parties. This Agreement and the License, if any, issued as contemplated by this Agreement do not change or

affect the positions either Party has, or may have, regarding jurisdiction and authorities.

This agreement is dated for reference September 4, 2003

Signed on behalf of:  
Skidegate Band Council

Date: Sept 6/2003


  
Chief Councillor Willard Wilson

  
Witness

Signed on behalf of:  
Government of British Columbia

Date: Sept. 11, 2003

  
Michael de Jong  
Minister of Forests

  
Witness