

Interim Measures Agreement

THIS AGREEMENT dated for reference this 3rd day of March 2006.

BETWEEN:

TLOWITSIS TRIBE

As represented by the Chief Councillor

("Tlowitsis")

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**

As represented by the Minister of Forests and Range

("The Government of British Columbia")

both of whom are sometimes referred to as the "Parties", and each of whom is a "Party" to this Agreement.

THE PARTIES AGREE AS FOLLOWS:

Purpose

1. The purpose of this Agreement is to:
 - a) provide a volume of timber to support the implementation of an ecosystem based management (EBM) timber harvesting trial ("the trial");
 - b) further the interest of the Parties in developing the trial in second growth forests within the lower reaches of the Central Coast LRMP area in Campbell River Forest District to test the application of EBM;
 - c) increase the Tlowitsis' participation in the development of EBM and to provide them with an opportunity to realize an economic benefit by providing for an invitation to the Tlowitsis to apply for a forest licence within the Tlowitsis' Nation's asserted traditional territory within the Central Coast LRMP area to implement the trial;
 - d) provide operational stability to forest resource development on Crown

lands within the asserted traditional territory of the Tlowitsis.

Invitation to apply for a licence

2. After the execution of this Agreement by the Parties, the Minister of Forests and Range ("the Minister") will invite the Tlowitsis to apply, under section 47.3 of the *Forest Act*, for a non-replaceable forest licence ("the licence") for up to 41,020 cubic metres in second growth within the Tlowitsis' asserted traditional territory located within the Central Coast LRMP area in the Strathcona Timber Supply Area, for the purposes of implementing the trial.
3. Prior to the Tlowitsis making an application for the licence, the Parties will work together to identify the location of an operating area for the licence.
4. The invitation to apply, and any 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.
5. The invitation to apply for the licence under this Agreement will contain terms and conditions required by the Minister.
6. Any non-replaceable licence entered into as a result of the invitation to apply under this Agreement will:
 - a) be for a term of 2 years as determined by the Minister;
 - b) include a term that the Tlowitsis may not dispose of the licence except in accordance with the *Forest Act*;
 - c) contain other terms and conditions required by law, including the condition that the Tlowitsis must comply with this Agreement; and,
 - d) include other terms and conditions as may be required by the regional and/or District Manager.

Deliverables

7. Upon completion of the trial, the Tlowitsis will prepare and provide to the Ministry of Forests and Range a project report that details all intended measures of the trial (as agreed to by the Tlowitsis and Ministry of Agriculture and Lands), including any major implementation issues related to EBM, costs associated with the application of EBM, results of the trial, and recommendations concerning the implementation of EBM.
8. Unless otherwise approved by the District Manager, the trial will be completed and the project report submitted prior to the expiration of the forest licence entered into as a result of the invitation to apply.

Dispute Resolution

9. If a dispute arises between the Government of British Columbia and the Tlowitsis regarding the interpretation of a provision of this Agreement, the

Parties or their duly appointed representatives will meet as soon as practicable to attempt to resolve the dispute.

Amendments

10. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by both Parties.
11. Either of the Parties may require the participation of the other Party to review the effectiveness of this Agreement and to consider amendments to this Agreement.

Entire Agreement

12. This Agreement and any modification of it constitute the entire Agreement between the Parties with respect to the subject matter of the Agreement.

Term

13. This Agreement will take effect on the date that the last Party has executed it.
14. This Agreement will terminate on the occurrence of the earliest of:
 - a) the date the Parties mutually agree to terminate this Agreement;
 - b) the date the licence expires; or
 - c) the date at which the Government of British Columbia cancels the licence under this Agreement pursuant to section 14.

Suspension or cancellation of licence

15. Without limiting the actions that may be taken by the Minister or by the Government of British Columbia, the Minister or a person authorised by the Minister may suspend the licence entered into as a result of the invitation to apply under this Agreement, or may cancel that licence if the Minister or a person authorised by the Minister determines that the Tlowitsis is not in compliance with this Agreement.

Notice

16.
 - a) 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;
 - b) 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; and

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

British Columbia

Deputy Minister
Minister of Forests and Range
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone: (250) 387 -3656
Facsimile (250) 953-3687

Tlowitsis Tribe

Chief Councillor
106-1434 Island Hwy
141 Beech Street,
Campbell River, B.C.
V9W 8C9
Telephone: (250) 830-1708
Facsimile: (250) 830-1709

Miscellaneous

16. 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.
17. 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.
18. This Agreement will not limit a position that a Party may take in future negotiations or court actions.
19. This Agreement does not recognize, abrogate, derogate, limit, amend or affirm any of the Parties' respective obligations or rights contained in the Tlowitsis Tribe Forest Agreement, dated for reference December 5, 2005.
20. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute.
21. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
22. The applicable laws of British Columbia and Canada shall govern this Agreement.

24. 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.


Signed on behalf of:

Tlowitsis Tribe

Date: March 14/2006



Chief John M Smith



Witness

Signed on behalf of:

Government of British Columbia

Date: May 3/06



Rich Coleman
Minister of Forests and Range



Witness