

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

**Between:**

**Wewaikai Nation (also known as the Cape Mudge Indian Band)**

As represented by  
Chief Ralph Dick  
(the "Wewaikai")

**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 Wewaikai have Aboriginal Interests within their Traditional Territory.
- The Wewaikai hold that the historic and contemporary uses and stewardship of land and resources by the Wewaikai are integral to the maintenance of the Wewaikai society, governance and economy within the Traditional Territory.
- The Parties wish to enter into an interim agreement in relation to forest resource development and related economic benefits arising from forest resources within the Traditional Territory.
- The Government of British Columbia intends to fulfil any responsibility it has to consult and/or seek workable interim accommodation with the Wewaikai on forest resource development activities proposed within the Traditional Territory that may lead to the potential infringement of the Wewaikai's Aboriginal Interests.
- The Wewaikai Nation and the Government of British Columbia agree that, during the term of this Agreement, the workable interim accommodation of the Wewaikai Aboriginal Interests within the Traditional Territory can be achieved through a consultation and accommodation process that is limited to a portion of the Traditional Territory (the "Consultation Area").

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**MINISTRY OF FORESTS  
CAMPBELL RIVER**

- The Wewaikei intend to participate in consultation initiated by the Government of British Columbia in relation to forest resource development activities proposed within the Consultation Area that may lead to the potential infringement of Wewaikei's Aboriginal Interests.
- The Parties have an interest in seeking workable interim accommodation of Wewaikei's Aboriginal Interests where forest development activities are proposed within the Consultation Area that may lead to the potential infringement of Wewaikei's Aboriginal Interests.

**Therefore the Parties agree as follows:**

**1.0 Definitions:**

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

- 1.1 "Aboriginal Interests" means asserted aboriginal rights and/or aboriginal title
- 1.2 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation:
  - 1.2.1 decisions that set or vary Allowable Annual Cut (AAC) for a Timber Supply Area or a forest tenure;
  - 1.2.2 the issuance, consolidation, subdivision or amendment of a forest tenure;
  - 1.2.3 the replacement or extension of forest tenures;
  - 1.2.4 the disposition of volumes arising from undercut decisions on forest tenures;
  - 1.2.5 the conversion of a Timber Sale Licence to another form of tenure;
  - 1.2.6 the issuance of a Special Use Permit;
  - 1.2.7 the establishment of an interpretative forest site, recreation site and/or recreation trail;
  - 1.2.8 The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act* and;

- 1.2.9 decisions regarding Tree Farm Licence Management Plans, Community Forest Management Plans and/or Woodlot Licence Management Plans.
- 1.3 "Consultation Area" means the shaded area shown on the map attached in Appendix A.
- 1.4 "Economic component of Aboriginal Interests" means the financial or commercial aspects of Aboriginal Interests
- 1.5 "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined under the *Forest Act*.
- 1.6 "Infringement of Aboriginal Interests" means potential or actual infringement of Aboriginal Interests.
- 1.7 "Licensee" means a holder of Forest Tenure.
- 1.8 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has an effect in Wewaiwai Consultation Area.
- 1.9 "Operational Plan" means a Forest Development Plan, a Forest Stewardship Plan or a Woodlot Licence Plan that has an effect in the Wewaiwai Consultation Area.
- 1.10 "Response Period" means a period of 60 days from initiation of the processes set out in Sections 4 and 5 of this Agreement, where the initiation date is the date on which the Wewaiwai is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operation Plan reviews, the date on which the Wewaiwai receives the plan to be reviewed. Where an emergency operation arises and/or expedited salvage has to occur, the Response Period will be shortened accordingly, but will not be less than the time period for advertising Operational Plans for those operations.
- 1.11 "Wewaiwai Interim Forestry Agreement" means an "Interim Measures Agreement" under section 47.3 of the *Forest Act*.
- 1.12 "Traditional Territory" means the Wewaiwai Band's asserted traditional territory as shown in a solid bold black line on the map attached in Appendix A.
- 1.13 "Workable Interim Accommodation" means accommodation of the potential infringement of Wewaiwai Aboriginal Interests, as set out in this Agreement, arising from or as a result of forest development, planning and activities. The Wewaiwai and the Government of British Columbia recognize that this Agreement is not intended to

address the full reconciliation of Wewaiwai interests which will be addressed through a land claim settlement or other processes.

## **2.0 Purpose:**

2.1 The purposes of this Agreement are to:

- 2.1.1 increase the Wewaiwai's opportunity for participation in the forest sector;
- 2.1.2 provide economic benefits to the Wewaiwai through a Forest Tenure opportunity and the sharing of revenues received by the Government of British Columbia from forest resource development;
- 2.1.3 address the Parties' consultation requirements and processes and to provide a workable interim accommodation, as set out in this Agreement, in respect of any infringements of Wewaiwai's Aboriginal Interests that result from Administrative or Operational Decisions relating to forest resource development within the Traditional Territory during the term of this Agreement;
- 2.1.4 provide the Parties with a period of stability for forest resource development on Crown lands within the Traditional Territory during the term of this Agreement, while longer-term interests are addressed through other agreements or processes.

## **3.0 Economic Benefits to Wewaiwai**

During the term of this Agreement, the Government of British Columbia will provide the following economic benefits to the Wewaiwai to address a workable interim accommodation, as set out in this Agreement, of any infringements of the economic component of Wewaiwai's Aboriginal Interests with regard to Administrative Decisions and Operational Plans relating to forest resource development within the Traditional Territory.

### **3.1 Forest Tenure**

- 3.1.1 After the execution of this Agreement by the Parties, and as soon as a sufficient volume of timber is available for disposition to the Wewaiwai as a result of the timber reallocation process, as provided in the *Forestry Revitalization Act*, the Minister of Forests will invite the Wewaiwai to apply for a non-replaceable tenure in accordance with Section 47.3 of the *Forest Act* to harvest a

volume of 14,366 cubic meters annually in the Strathcona Timber Supply Area over a 5 year term, for the purposes described in Section 3.0. For greater certainty, the maximum volume that may be available for the licence referred to in this section will be a total of not more than 71,830 cubic metres.

- 3.1.2 After the execution of this Agreement by the Parties, and as soon as a sufficient volume of timber is available for disposition to the Wewaiwai as a result of the timber reallocation process, as provided in the *Forestry Revitalization Act*, the Minister of Forests will invite the Wewaiwai to apply for a non-replaceable tenure in accordance with Section 47.3 of the *Forest Act* to harvest a volume of 1,260 cubic meters annually in the Tree Farm Licence 39 over a 5 year term, for the purposes described in Section 3.0. For greater certainty, the maximum volume that may be available for the licence referred to in this section will be a total of not more than 6,300 cubic metres.
- 3.1.3 Any invitation to apply for a forest tenure ( an "invitation" ) and any licence entered into as a result of an invitation will be subject to the policies, regulations and statutes of British Columbia as amended from time to time, including the requirement that if the intended holder of the licence(s) is a legal entity other than the Wewaiwai, the licence application must include supporting documentation stating that the intended holder has been validly appointed by the Wewaiwai as its representative and that the Wewaiwai holds the controlling interest in that legal entity.
- 3.1.4 An invitation under Section 3.1.1, 3.1.2 or 3.1.8 will be subject to a condition that prior to the Wewaiwai making an application for the licence, the Wewaiwai must contact and work together with the Ministry of Forests staff to identify the location of an appropriate operating area(s) for the licence(s), will be to the extent possible within the Traditional Territory.
- 3.1.5 A licence entered into as a result of an invitation under Section 3.1.1, 3.1.2 and 3.1.8 of this Agreement :
- 3.1.5.1 will be for a term of no longer than 5 years, as determined by the Minister;
- 3.1.5.2 will contain terms and conditions required by law, including the condition that the Wewaiwai must comply with this Agreement;

- 3.1.5.3 will include a term that Wewaikai may not dispose of the licence or an interest in the licence other than as specified in Section 54(4) of the *Forest Act*; and,
- 3.1.5.4 will include other terms and conditions as may be required by the Regional Manager.

#### Woodlots

- 3.1.6 After the execution of this Agreement by the Parties, and as soon as sufficient volume of timber is available for disposition to the Wewaikai as a result of the timber reallocation process, the Minister will invite the Wewaikai to apply, under section 47.3 of the *Forest Act*, for a Woodlot Licence of up to a maximum of 800 hectares in size within the area shown on the map in Appendix B. The Parties agree that the area of the Woodlot will form a logical forest management unit.
- 3.1.7 If during the term of this Agreement a regulation is passed enacting changes to section 44 of the *Forest Act*, which would permit the Wewaikai to hold two woodlot licences, and as soon as sufficient volume of timber is available for disposition to the Wewaikai as a result of the reallocation process, the Minister may invite the Wewaikai to apply, under section 47.3 of the *Forest Act*, for a second woodlot licence of approximately 800 hectares in the area shown on the map in Appendix B. The Parties agree that the area of the Woodlot will form a logical forest management unit.
- 3.1.8 If during the term of this Agreement a regulation is not passed enacting changes to section 44 of the *Forest Act*, which would permit the Wewaikai to hold two Woodlot Licences in accordance with Section 3.1.7, then as soon as sufficient volume becomes available for disposition to the Wewaikai as a result of the timber reallocation process, as provided in the *Forestry Revitalization Act*, the Minister will invite the Wewaikai to apply, under section 47.3 of the *Forest Act*, for a non-replaceable licence in accordance with Section 47.3 of the *Forest Act* to harvest a volume of 4,800 cubic metres annually in the Strathcona Timber Supply Area over a 5 year term, for the purposes described in Section 3.0. For greater certainty, the maximum volume that may be available for this licence will be a total of not more than 24,000 cubic metres.

- 3.1.9 A Woodlot Licence entered into as a result of an invitation to apply under Section 3.1.6 or 3.1.7 of this Agreement:
- 3.1.9.1 will be for a term of no longer than 20 years, as determined by the Minister:
  - 3.1.9.2 will contain a term that the woodlot will not expire or terminate solely because this Agreement terminates pursuant to Section 8.2.1;
  - 3.1.9.3 will include a term that Wewaikai may not dispose of the licence of an interest in the licence other than as specified in Section 54.4 of the *Forest Act*;
  - 3.1.9.4 will contain other terms and conditions required by law, including the condition that Wewaikai must comply with this Agreement and,
  - 3.1.9.5 will include other terms and conditions as may be required by the Regional Manager or District Manager
- 3.1.10 If the term of any license entered into as a result of an invitation to apply under this Agreement exceeds the term of this Agreement, then that licence will be referenced and considered to be an economic benefit in any renewed or subsequent Agreement pursuant to Section 10.0 or any other forestry Interim Measures Agreement as referenced in Section 3.1.14.1.
- 3.1.11 If no further agreement is entered into between the Wewaikai and the Government of British Columbia, the Government of British Columbia will consider the woodlot licence(s) to be an on-going economic benefit that will be taken into consideration during any consultation and accommodation in respect of any future infringement of Wewaikai's Aboriginal Interests.
- 3.1.12 Nothing in this Agreement excludes the Wewaikai from accessing other forestry economic opportunities, which may be available from time to time.
- 3.1.13 The Government of British Columbia and the Wewaikai will meet from time to time to identify and review forestry

business opportunities that may be available to the Wewaiikai.

3.1.14 The Minister may invite the Wewaiikai to apply for a subsequent licence under the *Forest Act* for a term that would commence after the expiry of this Agreement and subsequent to:

3.1.14.1 The Government of British Columbia and Wewaiikai entering into another Interim Measures Agreement providing for an invitation to apply for a licence, and

3.1.14.2 The Minister determining that there is sufficient volume of timber available for disposition to the Wewaiikai.

## 3.2 **Revenue Sharing**

3.2.1 During the term of this Agreement, the Government of British Columbia will pay to the Wewaiikai \$420,034 annually for purposes described in Section 3.0 paid on a quarterly basis.

3.2.2 For the purposes of determining amounts for partial years, one-fourth (i.e. 1/4) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect.

3.2.3 For the purposes of determining payment as specified in Section 3.2.2, this Agreement shall be deemed to have been in effect on January 1, 2005.

3.2.4 The funding commitment in Section 3.2.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia. The Government of British Columbia acknowledges it has an appropriation for \$30 million in 2004/2005; \$40 million in 2005/2006 and \$50 million in 2006/2007 to fund revenue sharing commitments through Forest and Range Agreements with eligible First Nations throughout the Province.

3.2.5 The Wewaiikai will maintain appropriate financial records, governed by generally accepted accounting practices and internal controls, and will prepare financial statements in accordance with Generally Accepted Accounting Principles. These financial statements will be audited by a public accountant each year, during the course of this Agreement.



3.2.6 Upon request by the Government of British Columbia, the Wewaikai will have their external auditor confirm by letter, in appropriate form as outlined in the Canadian Institute of Chartered Accounts Handbook Assurance Guidelines, that the receipts from this Agreement have been appropriately reported in the general revenues of the Wewaikai and have been expended in accordance with the will of the Wewaikai Council.

#### **4.0 Consultation and Accommodation Respecting Operational Plans**

- 4.1 The Government of British Columbia agrees to consult with the Wewaikai in a timely manner on Operational Plans that may potentially infringe Wewaikai's Aboriginal Interests within the Consultation Area, except for any economic component of those interests or rights provided for under Section 3.0 of this Agreement.
- 4.2 While this Agreement is in effect, the Wewaikai agree that the Government of British Columbia has fulfilled its duties to consult and seek interim workable accommodation with respect to the economic component of infringements of the Wewaikai's Aboriginal Interests in the Traditional Territory in the context of Operational Decisions that the Government of British Columbia will make and the forest development activities that occur as a result of those decisions, even though the Wewaikai agree that consultation with Wewaikai will not occur regarding Operational Decisions in the Traditional Territory but outside of the Consultation Area.
- 4.3 The Wewaikai will fully participate as set out in this section in the review of all Operational Plans within the Consultation Area provided to them by the Government of British Columbia, and by the Licensee.
- 4.4 In reviewing and responding to an Operational Plan submitted to them, the Wewaikai will, within the Response Period, provide the Government of British Columbia and the Licensee with all reasonably available information sufficient to identify any potential impacts to their Aboriginal Interests that may result from the forestry development activities, other than the economic component of those interests or rights addressed under Section 3.0 that may result from the forestry development. Provision of this information shall be for the purpose of enabling the Parties to achieve the purposes of this Agreement.
- 4.5 Upon receiving the response from the Wewaikai, as specified in Section 4.4, the Government of British Columbia will discuss the response with the Wewaikai, including a consideration of whether

the Wewaiwai need additional time to respond due to exceptional circumstances and seek to accommodate in a timely manner Wewaiwai concerns about any identified site specific operational impacts on the Wewaiwai's Aboriginal Interests that may occur as a result of proposed forest development activities other than the economic component of those Aboriginal Interests addressed in Section 3.0.

- 4.6 If no response is received from the Wewaiwai within the Response Period then the Government of British Columbia may conclude that the Wewaiwai do not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.
- 4.7 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from the Wewaiwai, whether received directly or through a Licensee, and will consider whether the concerns identified by the Wewaiwai have been addressed.
- 4.8 The Government of British Columbia will provide the Wewaiwai with a copy of its final decision on an Operational Plan at the same time it is provided to the Licensee. In a timely manner, after making a final decision, the Government of British Columbia will inform the Wewaiwai of the ways in which the Wewaiwai's concerns have been considered and have been sought to be addressed.
- 4.9 For greater certainty, Wewaiwai agree that the consultation process under Section 4 is limited to the Consultation Area, and that this is sufficient to address the consultation and accommodation obligations of the Crown regarding Wewaiwai's Aboriginal Interests with respect to the portion of the Traditional Territory outside of the Consultation Area.

5.0 **Consultation and Accommodation Respecting Administrative Decisions**

- 5.1 The Government of British Columbia will provide to the Wewaiwai on an annual basis a list of all proposed Administrative Decisions that may potentially infringe the Wewaiwai Aboriginal Interests within the Consultation Area and that are anticipated within the year, and either upon the request of Wewaiwai or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to Wewaiwai an updated list.
- 5.2 The Government of British Columbia will meet with the Wewaiwai at mutually agreed times throughout the year to provide an

opportunity for the Wewaiwai to provide their concerns and comments on the Administrative Decisions to representatives of the Government of British Columbia.

- 5.3 The Government of British Columbia will, in a timely manner, provide a response to Wewaiwai as to how their concerns raised in Section 5.2 have been sought to be addressed.
- 5.4 The Government of British Columbia will include the Wewaiwai in Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* that will affect the Consultation Area.
- 5.5 The Wewaiwai commit to fully participate, in a timely manner, in the Timber Supply Review processes and also provide all reasonably available information about their Aboriginal Interests potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act* within the Consultation Area.
- 5.6 The Parties acknowledge that the Timber Supply Review processes will be consistent with approved land use plans when higher-level objectives have been established.
- 5.7 If after considering the concerns and comments of the Wewaiwai, the statutory decision maker, is of the opinion that an Administrative Decision creates a potential infringement beyond the economic component of Wewaiwai's Aboriginal Interests, then the statutory decision maker will either address the Aboriginal Interest in the Administrative Decision, or through the process in Section 4.0 of this Agreement.
- 5.8 The Wewaiwai agree, in consideration of the economic benefits provided by the Government of British Columbia in Section 3.0 of this Agreement, that the Government of British Columbia has fulfilled its duties to consult and to seek interim workable accommodation with respect to the economic component of infringements of Wewaiwai's Aboriginal Interests in the Traditional Territory resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement, even though Wewaiwai agrees that consultation with Wewaiwai will not occur on Administrative Decisions in the Traditional Territory but outside of the Consultation Area.
- 5.9 The Wewaiwai agree that in consideration of Sections 5.1 to 5.7 of this Agreement that the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation and workable interim accommodation process with respect to infringements beyond the economic component of

Wewaikei's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement within the Traditional Territory, even though Wewaikei agrees that consultation with Wewaikei will not occur on Administrative Decisions in the Traditional Territory but outside of the Consultation Area.

- 5.10 Any Administrative Decision made by the Government of British Columbia shall not be interpreted as concurrence by the Wewaikei unless expressly stated.
- 5.11 For greater certainty, Wewaikei agree that the consultation process under Section 5 is limited to the Consultation Area, and that this is sufficient to address the consultation and accommodation obligations of the Crown regarding Wewaikei Aboriginal Interests with respect to the portion of the Traditional Territory outside of the Consultation Area.

## **6.0 Stability within Wewaikei Traditional Territory**

- 6.1 The Wewaikei will respond immediately to any discussions initiated by the Government of British Columbia and work co-operatively to assist in resolving any issues that may arise where acts of unlawful interference by Wewaikei members with provincially authorized activities related to timber harvesting or other forestry economic activities within the Traditional Territory occur.

## **7.0 Dispute Resolution**

- 7.1 If a dispute arises between the Government of British Columbia and the Wewaikei regarding the interpretation of a provision of this Agreement the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 7.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and the Wewaikei.
- 7.3 The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

## **8.0 Term**

- 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 five years from the date this Agreement is executed; or
  - 8.2.2 the coming into effect of a treaty between Wewaikai, the Government of British Columbia and the Government of Canada; or
  - 8.2.3 written notice of withdrawal to the Agreement by either Party which will take effect 90 days following receipt of the notice by the other Party; or,
  - 8.2.4 the mutual agreement of the Parties; or
  - 8.2.5 cancellation by the Government of British Columbia of the economic benefits under this Agreement pursuant to Section 9.0.
- 8.3 If notice to terminate this Agreement is provided by either party pursuant to Section 8.2.3, the Government of British Columbia agrees that the Ministry of Forests will not seek to accelerate decisions that are contemplated by the terms of this Agreement solely for the purpose of trying to ensure that such decisions are made before the termination of this Agreement.
- 8.4 If this Agreement is terminated in accordance with Section 8.2, then once the agreement is terminated, the Minister may terminate the economic benefits under this Agreement.

#### **9.0 Suspension or cancellation of economic benefits by the Minister**

- 9.1 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 payments and the licences 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 Wewaikai are not in compliance with this Agreement.
- 9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to the Wewaikai of any alleged contravention of this Agreement that may lead the Wewaikai to not being in compliance with this Agreement and will provide the Wewaikai with an opportunity that is reasonable in the circumstances to remedy the non-compliance.
- 9.3 If during the term of this Agreement, the Wewaikai challenges, or supports a challenge of an Administrative Decision, and/or

Operational Plan, by way of legal proceedings or otherwise on the basis that the economic benefits set out in Section 3.0, and the consultation/accommodation processes set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to:

- 9.3.1 substantially address the Wewaiwai's concerns and to provide a workable accommodation in respect of any potential infringements of the Wewaiwai's Aboriginal Interests with regard to Administrative Decisions relating to forest resource development within the Traditional Territory; or
- 9.3.2 substantially address the economic component of the Wewaiwai's Aboriginal Interests with regard to Operational Decisions relating to forest resource development within the Traditional Territory;

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic benefits set out in Section 3.0.

## **10.0 Renewal of the Agreement**

- 10.1 Prior to this Agreement terminating in accordance with Section 8.2.1, and subject to Section 10.4, if the terms and conditions of this Agreement are being met, the Government of British Columbia and the Wewaiwai will consider whether to seek their necessary authorities and approvals to renew this Agreement.
- 10.2 Any subsequent forestry agreement between the Government of British Columbia and the Wewaiwai may provide for an opportunity to acquire a Forest Tenure, and/or other economic benefits and other terms and conditions that are agreed to by the Parties.
- 10.3 During any subsequent negotiation leading to a renewed Agreement, the Minister may take into consideration in a new invitation to apply for a Forest Tenure, whether economic conditions prevented the Wewaiwai from being able to harvest all timber available to them under the original licence.
- 10.4 The revenue sharing set out in this Agreement reflects an amount that the Government of British Columbia is willing to pay, subject to available appropriations, as an interim measure and the Wewaiwai have agreed to accept as an interim measure only for the term of this Agreement.

## **11.0 Amendment of Agreement**

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

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

**12.0 Entire Agreement.**

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

**13.0 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 in this section of this 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. If received after 4:00 p.m., it will be deemed to have been received on the next business day.

13.3 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  
P.O. Box 9525 STN PROV GOVT  
Victoria B.C. V8W 9C3  
Telephone: 250- 387-3656  
Facsimile: 250- 953-3687

**Wewaikei First Nation**

**Chief Ralph Dick**  
Wewaikei Band  
Box 220  
1 We Wai Road  
Quathiaski Cove, B.C. V0P 1N0  
Telephone: 250-285-3316  
Facsimile: 250-285-2400

**14.0 Miscellaneous**

- 14.1 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.
- 14.2 This Agreement is not a treaty or a land claims agreement within the meaning of Section 25 and 35 of the *Constitution Act, 1982* and does not define, amend, recognize, affirm, or deny the existence of or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as provided in this Agreement.
- 14.3 Subject to Section 9.3, and the covenants provided by Wewaikai in sections 4.2, 4.9, 5.8, 5.9, 5.11 and 14.7 of this Agreement that confirm that by adhering to this Agreement in respect of the Consultation Area the Government of British Columbia has fulfilled its obligations of consultation and accommodation for the portion of the Traditional Territory outside of the Consultation Area for decisions contemplated by this Agreement, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 14.4 Subject to sections 3.1.10 and 3.1.11, this Agreement shall not be interpreted as addressing any infringements other than infringements that may result during the term of this Agreement from decisions contemplated by this Agreement. Nothing in this Agreement shall be interpreted to authorize or justify 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.
- 14.5 This Agreement does not address or affect any claims by the Wewaikai arising from past interference with its Aboriginal Interests or any future treaty settlement related to an aboriginal right and title claim.
- 14.6 This Agreement and any licenses issued as contemplated by this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 14.7 The Wewaikai Band acknowledges that, for the term of this Agreement, the Government of British Columbia is not required to consult or accommodate with respect to Operational and Administrative Decisions or any forest development that affect only



areas of the Traditional Territory that are outside of the Consultation Area. Furthermore the Wewai kai Band acknowledges that the Government of British Columbia is, for the term of this Agreement released from any obligation it may otherwise have to consult with and where appropriate accommodate their Aboriginal Interests in the Traditional Territory outside of the Consultation Area in respect to any infringements of their Aboriginal Interests that might occur in that area as a result of ongoing forest development.

- 14.8 British Columbia agrees that nothing in this Agreement constitutes a waiver, release, abandonment or diminution of Wewai kai Aboriginal Interests outside of the Consultation Area.
- 14.9 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.
- 14.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 14.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 14.12 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:

**Wewai kai First Nation**

Date: March 24, 2005

Chief Ralph Dick  
Chief Ralph Dick

[Signature]  
Witness

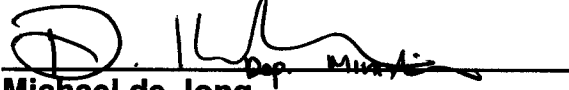
Signed on behalf of:

**Government of British Columbia**

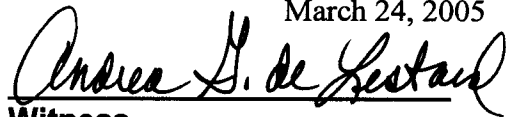
Date: March 31 /05

Final Agreement

March 24, 2005

A handwritten signature in black ink, appearing to read "Michael de Jong", written over a horizontal line.

**Michael de Jong**  
**Minister of Forests**

A handwritten signature in black ink, appearing to read "Andrea G. de Gesta", written over a horizontal line.

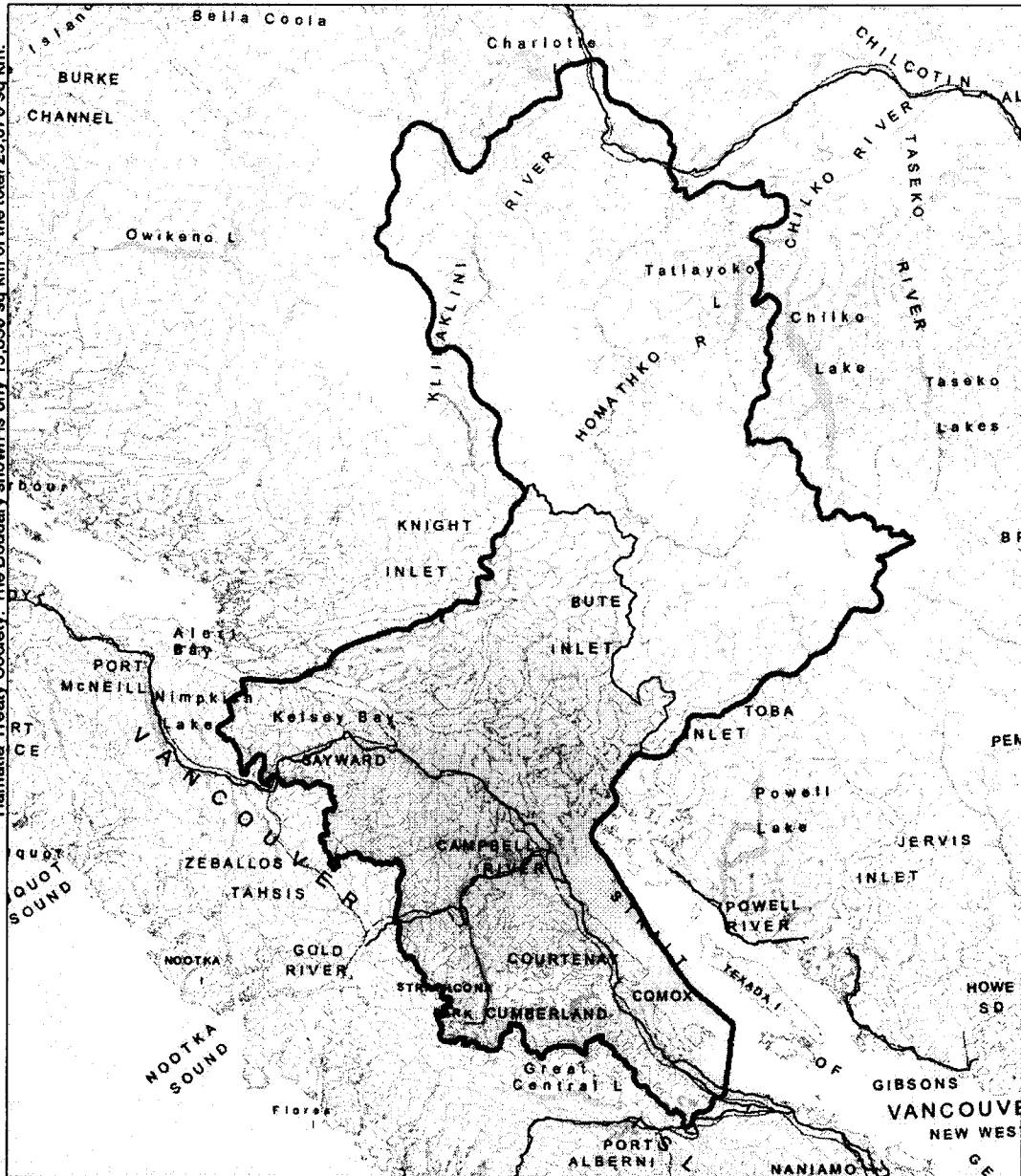
**Witness**

APPENDIX "A"

THE ASSERTED TRADITIONAL TERRITORY OF THE WEWAIKAI NATION

Map name: Wei-Wai-Kai Consultation Area

**Important Notes:** The boundary shown is not the entire territory of the WeiWaiKai Nation (Cape Mudge Band). The boundary shown is a consultation area defined for the Forest and Range Agreement. For the Actual Territory of the WeiWaiKai Nation please refer to the Statement of Intent for Hamatia Treaty Society. The Boundary shown is only 13,830 sq km of the total 29,670 sq km.



<p><b>Wei-Wai-Kai Nation</b></p> <p>1111 Westside</p>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Wei-Wai-Kai Traditional Territory</li> <li> Wei-Wai-Kai FRA Consultation Area</li> <li> Major Highways</li> </ul>	<p><b>Map Source</b></p> <p>This information presented on this map is provided through a program of the program of treaty negotiations, in full part, by the province and does not constitute a legal definition. Any use of this information is at the user's discretion.</p> <p>This boundary shown is not the entire territory of the WeiWaiKai Nation (Cape Mudge Band). The boundary shown is a consultation area defined for the Forest and Range Agreement. For the Actual Territory of the WeiWaiKai Nation please refer to the Statement of Intent for Hamatia Treaty Society.</p> <p>1:414,704</p> <p><b>Map Scale</b></p> <p>1:414,704</p> <p><b>Map Scale</b></p> <p>1:414,704</p>	
<p>Produced by 1111 Westside</p>	<p>Map Scale 1:414,704</p>	<p>Map Scale 1:414,704</p>	<p>Map Scale 1:414,704</p>

