



GITANYOW INCREMENTAL RECONCILIATION PATHWAY

BETWEEN:

GITANYOW NATION, as represented by the Simgiyet'm Gitanyow ("Gitanyow")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, as represented by the Minister of Indigenous Relations and Reconciliation ("British Columbia")

(each a "Party" and collectively the "Parties")

WHEREAS:

- A. Gitanyow has a hereditary governance system which existed prior to contact and which has continued to the present day;
- B. Gitanyow comprises two Pdeek, the Lax Gibuu and the Lax Ganada, organized into eight Wilp: the Wilp Lax Gibuu of Gwass Hlaam, Wii'litsxw, Malii, and Haizimsque and the Wilp Lax Ganada of Gamlaxyeltxw, Gwinuu, Luuxhon and Watakhayetsxw;
- C. The Gitanyow system of governance is the Wilp system, which comes together as Gitanyow Huwilp on common issues;
- D. Gitanyow developed and adopted the Gitanyow Constitution in 2009 to reflect the Wilp system;
- E. British Columbia and Canada have endorsed and committed to fully implement the United Nations Declaration on the Rights of Indigenous Peoples ("UNDRIP") and, to that end, British Columbia enacted the *Declaration on the Rights of Indigenous Peoples* ("*Declaration Act*") in 2019;
- F. Gitanyow and British Columbia signed the Gitanyow Huwilp Recognition and Reconciliation Agreement ("RRA") in 2011 which set the foundation for a government-

to-government relationship through the recognition of the Simgiyet and Sigidimhanak and the establishment of the Gitanyow Lax'yip Land Use Plan;

- G. The relationship established by the RRA along with British Columbia's commitment to implement UNDRIP led in 2019 to Gitanyow, BC and Canada developing a 25-year visionary plan for reconciliation;
- H. In September 2019, Canada, British Columbia and the First Nations Summit signed the Recognition and Reconciliation of Rights Policy for Treaty Negotiations in British Columbia ("Rights Recognition Policy") which acknowledges the need to create new nation-to-nation relationships based on the recognition of rights, reconciliation, respect, cooperation and partnership;
- I. The visionary plan, British Columbia's *Declaration Act*, and the Rights Recognition Policy positioned Gitanyow, British Columbia and Canada to engage in tripartite negotiations that includes an incremental path to self-government implementation;
- J. In August 2021, Gitanyow, British Columbia and Canada signed the Gitanyow Governance Accord ("Accord") to take an incremental step toward achieving their shared vision and to establish a pathway to legally recognize the Gitanyow Nation's inherent right to self-government; and
- K. Gitanyow, British Columbia and Canada are engaged in the BC treaty process and are committed to establishing a new approach to recognition of inherent Gitanyow Aboriginal Rights and Title guided by the Rights Recognition Policy. BC and Gitanyow wish to take incremental bilateral steps towards this goal as set out in this agreement.

Now therefore the Parties agree as follows:

1. PURPOSE

- 1.1. This agreement is part of an incremental reconciliation pathway that includes the negotiation of an agreement or agreements between Gitanyow, British Columbia and Canada to proactively implement Gitanyow's inherent right to self-government, rights and title and to advance the vision, milestones and key steps set out in Schedule 2-5 of this agreement.

2. SOCIAL WELLNESS

- 2.1. The Social Wellness Vision, Milestones, and Key Steps set out in Schedule 2 will guide the Parties' development of a 10-year plan to advance the short- and medium-term Milestones ("Human Services Plan").
- 2.2. The Parties will make good faith efforts to negotiate the Human Services Plan by October 1, 2023 that will inform subsequent agreements and will seek to engage Canada in those discussions.
- 2.3. British Columbia will provide the following payments to Gitanyow in accordance with Schedule 1:
 - (a) \$700,000 to contribute core capacity to support the work of the Socio-Cultural Working Group, the negotiation of the Human Services Plan, and implementation of subsequent agreements;
 - (b) \$50,000 for Child and Family Services program enhancements; and
 - (c) \$1.3 million for program enhancements in education, food security and mental health.
- 2.4. The Parties will continue the Socio-Cultural Working Group in accordance with the terms of reference attached at Schedule 6 and will invite Canada to join the working group.

3. NATURAL RESOURCES CO-MANAGEMENT

- 3.1. The Parties will establish a Natural Resources Co-management Working Group, jointly develop its terms of reference within 60 days of signing this agreement and invite Canada to join.
- 3.2. The Natural Resources Co-Management Vision, Milestones, and Key Steps set out in Schedule 3 will guide the development of a 5-year Natural Resources Co-Management workplan that sets out how the Parties and Canada, where appropriate, will seek to advance the short-term Milestones.
- 3.3. **Co-management Model Development.** British Columbia will provide payments of \$2 million to Gitanyow in accordance with the timing and payment conditions set out in Schedule 1 to advance work guided by the co-management Milestones 1 through 5 set out in Schedule 3.
- 3.4. **GLLUP Meziadin updates.** British Columbia will provide payments of \$125,000 to Gitanyow in accordance with the timing and payment conditions set out in Schedule 1, to advance work between the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and Gitanyow in the Meziadin including recommending updates to the Gitanyow Lax'yip Land Use Plan, in support of the RRA update contemplated under s. 3.6.

- 3.5. **Recognition and Reconciliation Agreement.** Gitanyow and British Columbia acknowledge that BC is currently providing funding under the RRA that supports the development of their intergovernmental relationship. Gitanyow and British Columbia will make good faith efforts to extend the RRA, including resourcing under that agreement, for three years while the Parties continue to advance progress on milestones under this agreement and the Gitanyow Governance Accord.
- 3.6. **Recognition and Reconciliation Agreement update.** The Parties will negotiate and seek to reach agreement on updates to the Gitanyow Lax'yip Land Use Plan and negotiate and seek to reach agreement on amendments to the RRA during the term of this agreement, including amendments with respect to the Gitanyow Wilp Sustainability Assessment Process.

4. RECOGNIZING AND IMPLEMENTING TITLE

- 4.1. British Columbia affirms its commitment to recognizing Gitanyow title and rights, including Gitanyow's inherent self government rights and to taking steps to give effect to the economic component of that title, including through resource revenue sharing that is respectful of Gitanyow title.
- 4.2. The Parties will make good faith efforts to accelerate the recognition of title, including the economic component and the achievement of the Title Vision, Milestones and Key Steps set out in Schedule 4. The Parties will make good faith efforts to reach an agreement on immediate measures within 12 months, and will invite Canada to join those discussions.
- 4.3. **Economic Development Working Group.** The Parties will continue the Economic Development Working Group, in accordance with the terms of reference set out in Schedule 7 and will invite Canada to join.
- 4.4. British Columbia will provide Gitanyow with:
- (a) \$815,000 to support economic development diversification and coordination; and
 - (b) \$270,000 to support participation in the Economic Development Working Group.
- 4.5. **Economic Development Fund.** British Columbia will provide Gitanyow with a total of \$7,000,000 in accordance with the timing and payment triggers set out in Schedule 1 to establish the Economic Development Fund. Gitanyow may use the fund for economic development purposes, including but not limited to:
- (a) community capital infrastructure projects including, but not limited to, proposed seat of government building and Gitamgyan pole repositioning;
 - (b) investments in capital projects for Gitanyow businesses; and
 - (c) acquisition of equity in existing and new Gitanyow businesses; including, but not limited to, the proposed Gitanyow biomass and pellet facility.

5. RECONCILING WITH NEIGHBOURS

- 5.1. The Reconciling with Neighbours Vision, Milestones, and Key Steps set out in Schedule 5 will guide the development of a Reconciling with Neighbours workplan that sets out how Gitanyow, BC and Canada will seek to advance the short-term Milestones.
- 5.2. **GLLUP engagement.** British Columbia will provide \$245,000 to Gitanyow in accordance with the timing and payment conditions set out in Schedule 1 to provide capacity to Gitanyow for discussions with neighbouring Indigenous nations on Gitanyow Lax'yip Land Use Plan ("GLLUP") and related initiatives.
- 5.3. **Facilitation and capacity.** British Columbia has identified additional funding of \$225,000, consisting of \$175,000 in fiscal year 2022/2023 and \$50,000 in fiscal year 2023/24, to support discussions between Gitanyow and Nisga'a including for facilitation, mediation or alternative dispute resolution services and capacity funding for Gitanyow and for Nisga'a to engage in discussions, mediation or dispute resolution. Gitanyow may obtain access to these funds by providing British Columbia with an appropriate work plan that identifies the associated costs.
- 5.4. **Joint Projects Fund.** Gitanyow and British Columbia will establish a Joint Projects Fund to support Gitanyow and neighbouring Indigenous nations co-develop and undertake natural resource management projects in areas of the Gitanyow Lax'yip where the two nations' interests overlap.
- 5.5. The Parties will jointly develop and seek approval of a terms of reference that will guide the use of the Joint Projects Fund that includes the triggers for British Columbia releasing the funding, how the funds will flow for the projects and annual reporting requirements.
- 5.6. Following the approval of the Joint Projects Fund terms of reference, British Columbia will contribute to the Joint Projects Fund by providing up to \$500,000, in accordance with Schedule 1.

6. NEGOTIATION AND IMPLEMENTATION

- 6.1. British Columbia will provide Gitanyow the following payments in accordance with Schedule 1:
 - (a) \$745,000 to support participation in the negotiations; the Natural Resources Co-management Working Group; and the Title Implementation and Lands Working Group contemplated under this Agreement; and
 - (b) \$300,000 to support Wilp engagement.
- 6.2. The Parties will work collaboratively to engage Gitanyow Huwilp members, local government, local stakeholder organizations, industry, and the public to promote

understanding of the negotiations Gitanyow, Canada and British Columbia are undertaking, including the incremental path to Gitanyow title and rights implementation.

- 6.3. British Columbia will provide payments of \$225,000 to Gitanyow in accordance with Schedule 1 to support Gitanyow participation in stakeholder engagement.

7. CONSULTATION

- 7.1. The Parties acknowledge that British Columbia has legal obligations arising out of the Nisga'a Final Agreement that may be triggered by the subsequent agreements with Gitanyow that are contemplated in this agreement and need to be fulfilled before the subsequent agreements can be concluded.
- 7.2. British Columbia will invite Gitanyow to participate in engagement with other Indigenous nations on subsequent agreements, where appropriate in the circumstances.

8. ASSURANCES

- 8.1. The Economic Development Fund payments provided by British Columbia pursuant to s. 4.5 of this agreement constitute a component of any accommodation, including economic accommodation or compensation, that may be required for any impacts on Gitanyow's Aboriginal Rights and Title arising from decisions or authorizations of British Columbia after the Effective Date and are a contribution by British Columbia towards reconciliation of British Columbia's and Gitanyow's interests, including under a section 35 protected agreement or other long term settlement agreement.
- 8.2. If Gitanyow seeks damages in respect of infringement of its rights it acknowledges British Columbia may take the position that the Economic Development Fund payments provided by British Columbia are a contribution the court should take into consideration when assessing damages.
- 8.3. Sections 8.1 and 8.2 survive despite termination of the agreement.

9. NATURE OF THIS AGREEMENT

- 9.1 **Incremental reconciliation pathway.** Gitanyow, British Columbia, and Canada have been developing the pathway to a tripartite agreement or agreements that sets out Milestones and Key Steps for each topic-specific vision. This agreement provides a roadmap of the work that Gitanyow, Canada and British Columbia will strive to complete collaboratively in four topic areas, including the intended timeframes.
- 9.2 **Vision, Goals, Milestones, and Key Steps.** The Vision, goals, Milestones and Key Steps set out in Schedules 2 to 5 are meant to guide Gitanyow, British Columbia and Canada as they negotiate and seek to implement the various subject matters set out in this agreement and do not create any legally binding obligations other than a commitment by BC and Gitanyow to negotiate and seek further authorities in good faith to advance the work that the Milestones and Key Steps describe.

- 9.3 **Subsequent agreements.** The Parties recognize that the Milestones and Key steps describe work that will require a subsequent agreement or agreements, implementation of Governance Milestones set out in the Accord, and the participation of Canada.
- 9.4 The Parties commit to considering innovative approaches to resolving the issues between them on a timely basis, including the use of third-party assistance, accelerated timelines, alternative dispute resolution processes, and the use of indigenous law.
- 9.5 **Federal participation.** The Parties acknowledge the participation of Canada is required to work towards and seek to achieve the vision statements set out in Schedules 2 to 5. If Canada does not voluntarily participate, the Parties will:
- (a) be guided by the short-term Goals, Milestones and Key Steps in Schedules 2, 3, and 5 on a bilateral basis; and
 - (b) review the short-term Milestones and Key Steps in Schedule 4 as well as the remaining Milestones and assess whether changes are required.
- 9.6 The Parties recognize that wherever the Milestones and Key Steps state that Gitanyow, British Columbia, and Canada “will negotiate and seek to reach agreement,” each Party and Canada may require further decisions, authorities, policies, and approvals from their principals to complete those Milestones and Key Steps, which may include Cabinet and Treasury Board approvals.
- 9.7 **Other Funding.** This agreement does not preclude Gitanyow from accessing any funding they are eligible to receive from the BC Treaty Commission, or any other program, or initiative that British Columbia may establish from time to time and for which Gitanyow is otherwise eligible.
- 9.8 This agreement does not:
- (a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the Constitution Act, 1982;
 - (b) establish, create, amend, define, affirm, recognize, deny, abrogate, or derogate from any Gitanyow Aboriginal Rights and Title;
 - (c) constitute an admission, prejudice or restrict the position that any Party may advance in any processes, legal actions, proceedings or negotiations in respect of the nature, scope and content of Gitanyow Aboriginal Rights and Title, including the right of self-government;
 - (d) affect or interfere with the legislative authority of Canada or British Columbia; or
 - (e) constitute an admission by any Party in respect of authority or jurisdiction in the Lax yip.

10. TERM

10.1. **Term.** The term of this agreement will commence on March 31, 2022 and will end on March 31, 2026.

11. REPRESENTATIONS AND WARRANTIES

11.1. **Gitanyow Representations and Warranties.** Gitanyow represents and warrants, with the intent and understanding that it will be relied on by British Columbia in entering into this agreement, that:

- (a) it has the legal power, capacity and authority to enter into this agreement on its own behalf and on behalf of Gitanyow Wilp Members; and
- (b) it has taken all necessary actions and has obtained all necessary approvals to enter into this agreement for and on behalf of Gitanyow Wilp Members.

11.2. **B.C. Representations and Warranties.** British Columbia represents and warrants, with the intent and understanding that it will be relied on by Gitanyow in entering into this agreement, that it has the authority to enter into this agreement.

11.3. **Other Aboriginal People.** Nothing in this agreement affects or recognizes any rights under section 35 of the *Constitution Act, 1982* of any other Aboriginal peoples.

12. INTERPRETATION

12.1. There will be no presumption that any ambiguity in any of the provisions of this agreement should be interpreted in favour of any Party.

12.2. The recitals and all headings in this agreement do not form a part of this agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this agreement or any of its provisions.

12.3. In this agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.

12.4. The use of the word “including” means “including, but not limited to”, and “includes” means “includes, but not limited to”.

12.5. In this agreement, a reference to a statute includes all regulations made under that statute and any amendments or replacements.

13. CONFIDENTIAL NEGOTIATIONS

13.1. All negotiations pursuant to this agreement, and all related documents, are confidential and without prejudice (“Confidential Information”) and cannot be disclosed to non-Parties, unless the Parties otherwise agree in writing or disclosure is required by law.

13.2. British Columbia acknowledges that the disclosure of Confidential Information to any other party could be reasonably expected to harm the relations between British Columbia

and Gitanyow. If British Columbia receives a request under the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 to disclose Confidential Information, British Columbia will provide Gitanyow with notice and an opportunity to make representations as to why the Confidential Information should not be disclosed.

13.3. If any Party is otherwise required by law to disclose Confidential Information, that Party will provide the other Parties with notice so that those Parties can take any steps they deem appropriate to protect the Confidential Information against disclosure.

14. EXISTING LITIGATION

14.1. The Parties acknowledge they are actively engaged in the Malii Title Litigation and the vision, milestones and key steps set out in Schedules 2 – 5 of this agreement are intended to resolve some or all of the issues in the Malii Title Litigation.

14.2. In order to allow each Party to participate freely in the discussions contemplated under this agreement and to further the vision, milestones and key steps set out in Schedule 2-5 of this agreement, the Parties agree the content of their discussions and any documents, notes or correspondence exchanged by the parties in respect of these discussions, are without prejudice to any legal actions or proceedings, including the Malii Title Litigation, unless the Parties otherwise agree in writing.

14.3. At any time, but no less than one year before a scheduled trial date in the Malii Title Litigation, the Parties will make an assessment of their progress and determine:

(a) whether there is sufficient progress in the negotiations to support a decision to enter into an abeyance agreement of the Malii Title Litigation in whole or in part;
or

(b) adjourn the Malii Title Litigation for a period of time; or

(c) whether all or parts of the Malii Title Litigation should proceed to trial as scheduled.

14.4. Following the assessment of the Parties' progress in s. 14.3, if either of the Parties decide to proceed with the Malii Title Litigation in whole or in part, either Party may provide the other Party with a notice to terminate the agreement in whole or in part, to take effect in one year ("Notice to Terminate").

14.5. After receiving the Notice to Terminate, the Province and Gitanyow will negotiate and seek to reach agreement on amendments to this agreement within 90 days, which may include reducing the funding under this agreement.

14.6. If the Parties cannot agree to an amendment within 90 days under 14.5, the Parties may submit any remaining disagreements to the dispute resolution process. Following the agreed upon dispute resolution process, if the matters in dispute have not been resolved, either Party may proceed to terminate all or part of the agreement, to take effect on expiry of the Notice to Terminate.

15. DISPUTE RESOLUTION

- 15.1. If a dispute arises between British Columbia and Gitanyow regarding the interpretation or implementation of this agreement, the Parties or their duly appointed representatives will meet as soon as is practical to attempt to resolve the dispute on the basis of respectful, collaborative discussion in a timely fashion.
- 15.2. 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 Gitanyow.
- 15.3. The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.
- 15.4. Each Party will bear the costs of its participation in any dispute resolution process, and will share equally all common costs of any mediation or other dispute resolution process that is agreed to by the Parties.

16. NOTICE

- 16.1. Any communication under this agreement will be delivered to, mailed to the address, or transmitted to the fax number, of the intended recipient as set below:

For: British Columbia
Attention: Minister of Indigenous Relations and Reconciliation
Room 310, Parliament Buildings
PO Box 9051 Stn Prov Govt
Victoria, British Columbia V8W 9E2
Fax Number: (250) 953-4856

For: Gitanyow Nation
Attention: Gitanyow Hereditary Chiefs
PO Box 148
Gitwanga, British Columbia V0J 2A0
Fax Number: (250) 849-5375

- 16.2. A Party may change its addressee, address, or fax number by giving notice of the change to the other Parties.

17. DEFINITIONS

- 17.1. In this agreement:

“Adawaak” means true traditions; the ancient histories passed down by oral tradition. The Adawaak describe the ancient migrations of a Wilp, the acquisition and defence of its

territory, and major events in the life of the house, such as natural disasters and war, the establishment of trade alliances and major shifts in power. The Adawaak also contain limx'oy or laments. The Adawaak are perpetuated by the memory of heirs to chiefly positions and are repeated and witnessed by each generation of chiefs at important Li'ligit (feasts);

“Accord” means the Gitanyow Governance Accord entered into by Canada, British Columbia and Gitanyow on August 10, 2021;

“Ayuuks” means Wilp crests depicted on Git'mgan, regalia, blankets and other personal items that arise from specific events in the history of the house, as described in the Adawaak, and are exclusive to a Wilp. The Ayuuks shows the identity of a Wilp and its members, and identifies the sacred connection to their Lax yip;

“British Columbia” means, unless the context otherwise requires, Her Majesty the Queen in right of the Province of British Columbia;

“Canada” means, unless the context otherwise requires, Her Majesty the Queen in right of Canada;

“Economic Development Working Group” means the group established to undertake the duties outlined in section 4 of this agreement;

“Fiscal Year” means the Province's fiscal year, which runs from April 1st to March 31st;

“Gitanyow” and “Gitanyow Nation” means the collective of Gitanyow Wilp Members;

“Gitanyow Aboriginal Rights and Title” means Gitanyow Aboriginal rights, including title and self-government rights, recognized and affirmed under section 35 of the *Constitution Act, 1982*;

“Gitanyow Ayookxw” means Gitanyow law(s), including the Gitanyow Constitution, that among other things: govern the ownership of Gitanyow land and resources, conduct of Li'ligit (feasts), relationships with one another and inheritance; are founded on knowledge, experience and practice which are thousands of years old and are recounted in the Adawaak and Ayuuks; are affirmed and confirmed through testimony on the Adawaak and the Li'ligit; and may be adopted in order to meet new and evolving challenges of the contemporary world and ensure peace and order for the Gitanyow Huwilp;

“Gitanyow Band Council” means the council of the Gitanyow band as that term is defined under the *Indian Act*;

“Gitanyow Hereditary Governance” means the Gitanyow Wilp and Gitanyow Huwilp as the governing bodies of Gitanyow authorized to act on behalf of Gitanyow Wilp Members, including in relation to Gitanyow Aboriginal Rights and Title, in accordance with Gitanyow Ayookxw;

“Gitanyow Huwilp” means the eight Gitanyow Wilp working together;

“Gitanyow Huwilp Society” means the society incorporated under the *Societies Act, SBC 2015, c 18*, which is the administrative body for the Simgigyet'm Gitanyow;

“Gitanyow Wilp” or “Wilp” means each of the eight social, political and governing units of the Gitanyow Nation: Gwass Hlaam, Wii’litsxw, Malii, Haizimsque, Gamlaxyeltxw, Gwinuu, Watakhayetsxw and Luuxhon;

“Gitanyow Wilp Members” means individuals who are entitled to exercise Gitanyow Aboriginal Rights and Title;

“Key Steps” means the steps the Parties propose to take as they strive to complete the Milestones;

“Lax’yip” means the Wilp Territories;

“Natural Resources Co-management Working Group” means the group established to undertake the duties outlined in section 3 of this agreement;

“Malii Title Litigation” means Malii et al v. Her Majesty the Queen in Right of the Province of British Columbia and the Attorney General of Canada BCSC Action No. S036687, Vancouver Registry;

“Milestones” means a stage in the pathway proposed by the Parties for the work they will strive to complete collaboratively in each topic area pursuant to Schedules 2 to 5;

“Notice to Terminate” means the notice provided in accordance with section 14.4;

“Pdeek” means the clan of a Gitanyow Wilp Member;

“RRA” means the *Gitanyow Huwilp Reconciliation and Recognition Agreement* entered into by the Parties on March 28, 2012, renewed on July 11, 2016, further amended on March 31, 2019 pursuant to the 2019 Amending Agreement, on September 10, 2019 pursuant to the 2019 Amending Agreement #2, and on July 1, 2021 pursuant to the 2021 Amending Agreement #1;

“Shared Vision” includes those visions, goals, Milestones and Key Steps identified together by Gitanyow, Canada, and British Columbia, and included in Schedule 2 to 5 of this agreement;

“Sigidimhanak” means Gitanyow Matriarch;

“Simgigyet’m Gitanyow” are all the Gitanyow hereditary Chiefs of the eight Gitanyow Wilp;

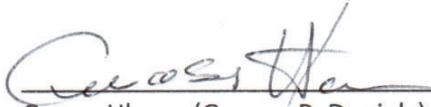
“Simogyet” means a Wilp Chief, plural is **“Simgigyet”**; and

“Socio-Cultural Working Group” means the group established to undertake the duties outlined in section 2 of this agreement.

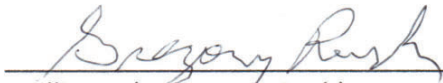
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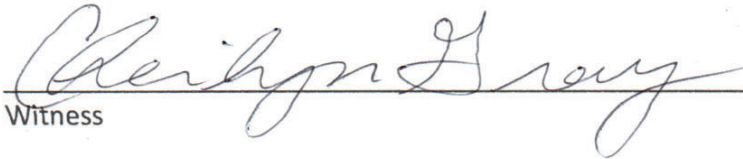
18. SIGNATURES

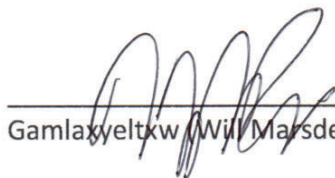
18.1 This agreement may be entered into by each Party signing a separate copy of this agreement (including a photocopy or facsimile copy) and delivering it to the other Party by electronic transmission.

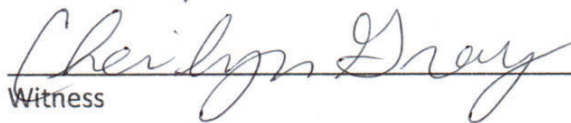
 CPD 1 Mar 30/22
Gwass Hlaam (George P. Daniels) Date


Witness

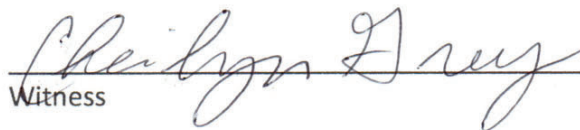
 Mar 30/22
Wii'litsxw (Gregory D. Rush) Date


Witness

 Mar 30/22
Gamlaxyeitkw (Wil Marsden) Date


Witness

 Mar 30/22
Gwiruu (Solomon Haizimsque) Date


Witness

Glen Williams
Malii (Glen Williams)

Mar 30/22
Date

Cherlyn Gray
Witness

Deborah Good
Watakhayetsw (Deborah Good)

MAR. 30/22
Date

Cherlyn Gray
Witness

for *Ken Russell*
Haizimsque (Ken Russell)

March 30/22
Date

Cherlyn Gray
Witness

Don Russell Sr.
Luuxhon (Don Russell)

3/30/22

Date

Roy Russell
Witness

3/30/22

Joel Starlund
Joel Starlund
Gitanyow Hereditary Chiefs – Executive Director

March 30, 2022
Date

Cherlyn Dray
Witness

Murray Rankin
Honorable Murray Rankin
Minister of Indigenous Relations and Reconciliation

March 31, 2022
Date

[Signature]

Witness

SCHEDULE 1 – PROVINCIAL FUNDING

- 1.0 **Funding Commitment.** Subject to sections 1.1, 1.2, and 1.3, British Columbia intends to make the following funding contributions to Gitanyow under this agreement.

BC Contributions	2021/22	2022/23	2023/24	2024/25	2025/26
Social Wellness					
GSCWG Core capacity	150,000	150,000	150,000	125,000	125,000
Child and Family Services	50,000				
Education/Food Security/Mental Health		250,000	300,000	350,000	400,000
Recognizing and Implementing Title					
Economic Development Fund	3,305,000	355,000	625,000	1,550,000	1,165,000
Natural Resource Co-Management					
GLLUP Meziadin updates	75,000	50,000			
Co-management model development		200,000	350,000	750,000	700,000
Reconciling with Neighbours					
Joint Projects Fund		200,000	100,000	100,000	100,000
Capacity for GLLUP/IPA engagement	70,000	70,000	35,000	35,000	35,000
Negotiation and Implementation support					
Capacity for bilateral negotiations	100,000	100,000	100,000	220,000	225,000
Public/Stakeholder engagement	30,000	50,000	25,000	20,000	100,000
Wilp Member engagement		100,000	50,000	50,000	100,000
Capacity for Economic Development Diversification/Coordination	100,000	200,000	165,000	200,000	150,000
Capacity for Economic Development/Green Energy table	120,000	100,000	50,000		
SUBTOTALS	\$4,000,000	\$1,825,000	\$1,950,000	\$3,400,000	\$3,100,000

5-year total

\$14,275,000

- 1.1 **First Fiscal Year.** British Columbia will provide funding to Gitanyow in the amounts set out in section 1.0 for the 2021-2022 Fiscal Year as soon as practicable after the Effective Date of this agreement.
- 1.2 **Subsequent Fiscal Years.** British Columbia will provide funding to Gitanyow in the amounts set out in section 1.0 for each subsequent Fiscal Year on or after April 1st of that subsequent Fiscal Year subject to:
- Gitanyow having provided British Columbia with a report on or before March 1st of each year of the term of this agreement satisfactory to British Columbia, acting reasonably, setting out how the funds provided under this agreement in respect of that particular Fiscal Year were used in a manner consistent with the purposes of this agreement; and

(b) Gitanyow having provided British Columbia a work plan after April 1st for that subsequent Fiscal Year for that subsequent Fiscal Year and that is satisfactory and confirmed in writing by British Columbia, acting reasonably.

1.3 **Provision of Provincial Funds.** The obligation of British Columbia to make any payments to Gitanyow under this agreement in any Fiscal Year is subject to:

(a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, RSBC 1996, c. 138, to enable British Columbia in the Fiscal Year when any expenditure in respect of an obligation may be required, to make that expenditure; and

(b) Treasury Board, as defined in the *Financial Administration Act*, RSBC 1996, c. 138, not having controlled or limited expenditure under any appropriation necessary to make such payment.

1.4 **Early Payment.** After the Effective Date, British Columbia may at any time at its sole discretion provide notice to Gitanyow that it intends to make future payments or portions of future payments required under this Agreement earlier than provided under 1.1 and 1.2 subject to 1.3 (a) and (b).

SCHEDULE 2 – SOCIAL WELLNESS MILESTONES

EDUCATION	
<p>Visionary State Gitanyow students achieve their aspirations with the support of an education system that is balanced with culture and language that builds a sense of pride and identity throughout their educational career. Gitanyow identity, culture, language, values and ways of knowing and knowledge systems will flourish in the local community and School District 82 Education System.</p>	
<p>Short-Term Goal Create holistic learning opportunities for children and youth and create regular opportunities for community members to embrace and honour knowledge and teachings from the Elders. Establish sustainable relationship between Gitanyow Education Committee and School District 82 to ensure 10 Year Education Plan is supported by neighbouring education systems.</p>	
<p>Education Milestone 1: Creation of Gitanyow Focused 10 Year Education Plan for pre-school to University students- including integration of Gitanyow Education and Training Institute (GETI).</p>	<p>Key Steps</p> <ol style="list-style-type: none"> 1. Secure consultant for plan development 2. Complete community consultation and engagement 3. Meet with School District 82 Representatives 4. Hold multi-day community strategic planning session 5. Complete 10 yr. plan and implementation strategy 6. Create Gitanyow Education Committee to lead implementation of plan
<p>Education Milestone 2: 10-year Education Plan implementation.</p>	<p>Key Steps</p> <ol style="list-style-type: none"> 1. Gitanyow Education Committee lead implementation of plan (B.C. and Canada to support through invitation) <ul style="list-style-type: none"> - Secure sustainable funding - Build partnerships with local and provincial education authorities 2. Development of Gitanyow Lax'yip Management Program. <ul style="list-style-type: none"> - Develop and Implement Gitanyow Wilp 101 Program
<p>Education Milestone 3: Jurisdiction.</p>	<p>Key Steps</p> <ol style="list-style-type: none"> 1. Develop Gitanyow Hereditary Chiefs education transition plan. 2. Community consultation and engagement 3. Identify key areas of jurisdiction and timelines for transition, ex: Pre-school, Post-secondary, Kindergarten to Grade 7. 4. Develop a Gitanyow Hereditary Chiefs Education Board 5. Gitanyow Hereditary Chiefs representation on Gitxsan West Highschool 6. Development of curriculum that is accredited; students receive credit for course completion that is reflected on reporting mechanisms

<p>Education Milestone 4: Graduation Rates.</p>	<p>Within 5 years increase current graduation rates to B.C. and Canadian averages:</p> <ol style="list-style-type: none"> 1. Increase high school graduation rate from 40% to 84% (B.C. average) 2. Increase college diploma graduates from 4% to 16% (Canadian average) 3. Increase University Bachelor degrees from 9% to 31.6% (Canadian average) 4. Increase trades education from 4% to 11% (Canadian average)
<p>Education Milestone 5: Funding.</p>	<ol style="list-style-type: none"> 1. Seek commitment for Indigenous students funding multiplier rate of 1.5 times the B.C. average until graduation rates are equal to B.C. average 2. Seek commitment to increase post-secondary sponsorship rates for Indigenous students
<p>Education Milestone 6: Teacher Housing.</p>	<ol style="list-style-type: none"> 1. Develop duplex or multi-unit Teacher Housing to assist with the attraction and retention of certified teaching staff. Daily commute and winter weather conditions are common deterrents; when housing is unavailable.
<p>Medium Term Goal The first cohort of Gitanyow youth, under the 10 Year Education Implementation Plan, will near entering post-secondary. Gitanyow ways of knowing will impact School District 82 Education system, and will contribute to ensuring Indigenous knowledge, language and culture are valued in the District education system.</p>	
<p>Education Milestone 7: Barriers and Needs Addressed through community-run programming.</p>	<p style="text-align: center;">Key Steps</p> <ol style="list-style-type: none"> 1. Program and initiatives in place to address identified barriers to education including: funding, childcare, transportation, cost of living, disability. 2. Development of Gitxsan Medical Program. 3. Implementation of Gitxsan Core Curriculum in all Gitanyow affiliated school
<p>Education Milestone 8: Graduation Rates.</p>	<p style="text-align: center;">Within 10 years:</p> <ol style="list-style-type: none"> 1. Reach 100% high school graduation rate. 2. Increase percentage of those with college diploma to 35% 3. Increase percentage of those with University Bachelor’s degree or higher to 40% 4. Increase percentage of those with Trades education to 15%
	<p>The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps</p>

Elders Care	
Visionary State Elders are celebrated and honoured members of the community; playing an integral role in the continued strength of Gitanyow.	
Short-term Goal All Elders have a home that is safe, well maintained, and supports healthy living and cultural connections.	
Social Wellness – Elders Care Milestone 1: Improving Elders Care Living through Needs assessment and development of strategic 5 Year Elders Care Plan.	Key Steps <ol style="list-style-type: none"> 1. Gitanyow Human Services complete assessment on elder/pre-elder needs, care and service provision, location, design, costs for Elders Designed Housing and Assisted Living facilities 2. Community consultation and engagement 3. Create partnership between GSCWG, Gitanyow Human Services and B.C. Housing 4. Develop strategic 5-Year Elders Care Plan within B.C. Housing Application
Elders Care Milestone 2: Implementation of 5 Year Elders Care Plan.	Key Steps <ol style="list-style-type: none"> 1. Secure funding for Elders Living Facility 2. Begin construction of facilities 3. Ensure that strategic planning completed by Gitanyow Education and Training Institute complement the needs of the Elders Living Facility
Medium Term Goal Gitanyow Elders are living independent and enriched lives and have the support necessary to continue to play meaningful role in community, including youth mentorship and long-term planning.	
Elders Care Milestone 3: Complete assessment of strategic 5 Year Elders Care Plan, and create volume 2.	Key Steps <ol style="list-style-type: none"> 1. Assess need for assisted living facility in community. 2. Through community consultation and engagement, create volume 2 of Elders Care Strategic Plan. 3. Focus on identification of needs, including possibility of assisted living supports or facility. 4. Assess capacity, and identify funding opportunities for expansion
Elders Care Milestone 4: Implementation of strategic Elders Care Plan v. 2.	Key Steps <ol style="list-style-type: none"> 1. Steps based on assessment. I.e. Secure partnership for expansion of Elders Living Facility
	The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps

Mental Health and Addictions	
<p>Visionary State Gitanyow is well-equipped to support all members through their journey by providing a holistic healing environment that empowers people to make positive choices regarding their addictions. This includes capacity for detox, on the land treatment, and transitioning services for community members where families and the community are part of the whole process. Members will have better success at wellness when services are all within the community.</p>	
<p>Short-Term Goal Individuals who are struggling with addictions and mental health challenges are involved in developing an approach to wellness where they feel supported and loved through their journey to recovery and wellness.</p>	
<p>Mental Health and Addictions Milestone 1: Develop Addictions and Mental Wellness Strategic Plan.</p>	<p style="text-align: center;">Milestone 1 – Key Steps</p> <ol style="list-style-type: none"> 1. Create strategic plan for Addictions and Mental Wellness with focus on inclusion of Indigenous culture in programming and treatment and the need for aftercare: <ul style="list-style-type: none"> - Aftercare programming supported through Comprehensive Community Plan - Develop social capital by maintaining ties with individuals that have completed treatment - Develop on the land treatment program 2. Community consultation and engagement 3. Establish Gitanyow Treatment fund to support aftercare
<p>Mental Health and Addictions Milestone 2: Implement Addictions and Mental Wellness Strategic Plan.</p>	<p style="text-align: center;">Milestone 2 – Key Steps</p> <ol style="list-style-type: none"> 1. Secure sustainable funding mechanism for Land Treatment Program, and Gitanyow Treatment Fund 2. Gitanyow Employment and Training Institute (GETI) runs complementary programming to support Gitanyow members to gain employment as Mental Health and Wellness professionals. 3. Develop and implement programming for support programming for family members, both in-community and online
<p>Medium Term Goal Individuals are surrounded by culturally tailored supports and services that encourage rediscovery of their self-esteem, self-reliance, and to find the support for recovery within their family and community.</p>	
<p>Mental Health and Addictions Milestone 3: Establishment of</p>	<p style="text-align: center;">Milestone 3 – Key Steps</p> <ol style="list-style-type: none"> 1. Determine the most appropriate place to build/purchase/designate Gitanyow transition home. Initial

<p>Gitanyow Transition Home.</p>	<p>thoughts are that it is close to the community for support but also encourages on the land healing.</p> <ol style="list-style-type: none"> 2. Identification regional partners. 3. Need to have continuous support for members where the transition to detox then treatment then the transition home is seamless
	<p>The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps</p>

<p style="text-align: center;">Youth Activities and Infrastructure</p>	
<p>Visionary State Gitanyow youth are healthy, vibrant, and active in their community and culture and striving to achieve their goals and aspirations.</p>	
<p>Short-Term Goal Secure funding to build a Sportsplex and upgrades to the lower soccer field</p>	
<p>Youth Activities and Infrastructure Milestone 1: Identify Priorities.</p>	<p style="text-align: center;">Milestone 1 – Key Steps:</p> <ol style="list-style-type: none"> 1. Youth identify priorities using Gitanyow Youth Action Plan and infrastructure, and programs that youth identified in Social Cultural Needs Assessment
	<p>The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps</p>

<p style="text-align: center;"><i>Simalgyax</i> Language</p>	
<p>Visionary State Gitanyow fluent language speaker levels have increased to 60% and Simalgyax is commonly spoken in the home and at traditional gatherings.</p>	
<p>Short-Term Goal Yukwhl Dim Gwalx Yee’insxw’m hl Sim Algyax Doxhl Naahlx dip Niye’e Yukw hl dim Gina Lek Sim Algyax ehl naahl ent dim begwit To pass down our language as our grandfathers have always done; to create a strong community of Sim Algyax speakers who are deeply rooted in Gitanyow values and laws.</p>	
<p>Language Milestone 1: Goal</p> <p>Yukwhl Dim Gwalx Yee’insxw’m hl Sim Algyax Doxhl Naahlx dip Niye’e Yukw hl dim Gina Lek Sim Algyax ehl naahl ent dim begwit</p>	<p style="text-align: center;">Key Steps:</p> <ol style="list-style-type: none"> 1. Maintain fluent language speaker percentages 2. Increase percentages of semi-fluent speakers 3. Address barriers to language learning 4. Establish Language Coordinator position and permanent Language Committee 5. Establish at least 1-2 new language programs (i.e. land-based learning; adult/family immersion etc)

<p>To pass down our language as our grandfathers have always done; to create a strong community of Sim Algyax speakers who are deeply rooted in Gitanyow values and laws.</p>	<p>[Note: references for above Goals is the <i>Gitanyow Language Report 2020</i>]</p>
<p>Medium Term</p>	
<p>Language Milestone 2: Establishment of Sim Algyax/Gitanyow Language Infrastructure.</p>	<p style="text-align: center;">Key Steps:</p> <ol style="list-style-type: none"> 1. Establish signage throughout Gitanyow and neighbouring communities, and the Lax'yip identifying place names, street names, building names etc in Sim Algyax language 2. Establish Gitanyow Language House and Language Authority to lead language revitalization work 3. Recognize and provide accredited recognition for emerging speakers for universities to satisfy language requirements 4. Establish standardized Sim Algyax curriculum for elementary, secondary school learning and adult learning 5. Adult learning to be shared with provincial and federal government representatives working with Gitanyow, basic understanding of language may be considered requirement
	<p>The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps</p>

<p>Employment</p>	
<p>Visionary State Gitanyow Wilp members are the owners and operators of successful businesses.</p>	
<p>Short-Term Goal Gitanyow Wilp will be supported to pursue post-secondary training in pursuit of lifelong careers.</p>	
<p>Employment Milestone 1: Decrease Unemployment Rate.</p>	<p style="text-align: center;">Key Steps:</p> <ol style="list-style-type: none"> 1. 45% Unemployment to 30% 2. 7% part-time employment to 3.5% 3. 7% seasonal/casual employment to 3.5% 4. 34% full-time employment to 56%

Medium Term	
Employment Milestone 2: Decrease Unemployment Rate.	Key Steps: 1. 30% Unemployment to 20% 2. 56% full-time employment to 66%
	The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps

SCHEDULE 3 – NATURAL RESOURCES CO-MANAGEMENT

Natural Resources Co-Management	
<p>Visionary State Gitanyow have an increased feeling of control of what is happening on the Laxyip, through joint decision making with moral, legal, and spiritual authority, underpinned by transparent information sharing, collaborative planning, legislative change, and Gitanyow Guardian monitoring.</p>	
Short Term	
<p>Co-Management – Milestone 1: Building Trusted Information.</p>	<p style="text-align: center;">Milestone 1 – Key Steps</p> <ol style="list-style-type: none"> 1. Identify existing information and tools, and those that need to be developed to establish a shared base of information to inform land and resource decisions. 2. Develop and implement two-way data/information sharing protocols (potential to build off ESI work)
<p>Co-Management – Milestone 2: Gitanyow Laxyip Land Use Plan (GLLUP) Updates.</p>	<p style="text-align: center;">Milestone 2 – Key Steps</p> <ol style="list-style-type: none"> 1. Determine LUP update priorities (Water, Climate change, mining, CHR). 2. Agree on values assessments for LUP update priorities and gather data to inform management options 3. Agree on management options and next steps to formalize LUP updates.
<p>Co-Management – Milestone 3: Joint Monitoring and Enforcement.</p>	<p style="text-align: center;">Milestone 3 – Key Steps</p> <ol style="list-style-type: none"> 1. Relationship building between Gitanyow Guardians and Provincial monitoring programs (i.e., FREP), and compliance and enforcement (i.e., Conservation Officer Service), Natural Resource Officers, Environmental Assessment Office, Department of Fisheries and Oceans. 2. MOU formalizing joint training and development of communications and operational protocol with COS. 3. Build monitoring and enforcement capacity for post-self government agreement and Gitanyow jurisdiction (Accord Governance Milestones 1-4)
<p>Co-Management – Milestone 4: Collaboration on Land and Resource Management (linked to completing Accord Governance Milestones 1-4 and Lands Milestones 1-3).</p>	<p style="text-align: center;">Milestone 4 – Key Steps</p> <ol style="list-style-type: none"> 1. Identify statutory decisions and geographic area(s) within the Laxyip where the parties want to co-manage through a collaborative decision-making process within current legislative framework. 2. Identify decisions (based on Key Step 1 above) the parties want to move into a consensus-based (consent required or joint) decision making process and identify necessary mandates to negotiate based on linkages to <i>Declaration Act Sec.7</i>, this may include proposing legislative changes to implement the model.

	<p>3. Co-develop pilot for consensus-based (consent required) decision-making models that may include:</p> <ul style="list-style-type: none"> - Common goals/objectives desired results, accountability - Process/protocols/structures needed to reach consensus - Dispute resolution process
<p>Co-Management – Milestone 5: Pilot (linked to completion of Accord Governance Milestones 1-4).</p>	<p>Milestone 5 – Key Steps</p> <p>1. Pilot in non-overlap area focused on Wildlife</p>
<p>Medium Term</p>	
<p>Co-Management – Milestone 6: Joint Decision Making (linked to completion of Accord Governance Milestone – 4 and Reconciling Gitanyow Title Milestone – 2).</p>	<p>Milestone 6 – Key Steps</p> <p>1. Formalize consensus-based (consent required) decision-making Process:</p> <ul style="list-style-type: none"> - Common goals/objectives desired results, accountability - Process/protocols/structures needed to reach consensus - Dispute resolution process - Joint monitoring and enforcement <p>2. Complete <i>Declaration Act</i> sec. 7 agreement (including obtaining the required mandate to negotiate) and recommended associated legislative changes</p>
<p>Co-Management – Milestone 6: GLLUP updates implementation.</p>	<p>Milestone 6 – Key Steps</p> <p>1. Implement management options determined in Co-management Milestone 2</p>
<p>Long Term</p>	
<p>Co-Management – Milestone 7: Decision-Making on Title Lands. Guided by implementation of Gitanyow jurisdiction described in Self-Government Agreement.</p>	<p>Milestone 7 – Key Steps</p> <p>1. The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps</p>

SCHEDULE 4 – RECOGNIZING AND IMPLEMENTING TITLE

Lands	
<p>Visionary State Gitanyow title and inherent right of self-determination are fully implemented based on Provincial and Federal legal recognition and reconciling each government’s respective governance systems and laws.</p>	
Short Term	
<p>Lands – Milestone 1: Wilp inventory and land assessment.</p>	<p style="text-align: center;">Milestone 1 – Key Steps:</p> <ol style="list-style-type: none"> 1. Gitanyow, B.C. and Canada negotiate and seek to reach agreement on scope, criteria, and information sharing to guide and assist conducting wilp inventory and assessment work that will identify lands for future land returns in the Gitanyow Laxyip. (currently underway through TRM)
<p>Lands – Milestone 2: Land Identification and Prioritization.</p>	<p style="text-align: center;">Milestone 2 – Key Steps</p> <ol style="list-style-type: none"> 1. Gitanyow identify and prioritize lands within the Laxyip for transfer, title lands, economic development, and protection 2. Gitanyow propose economic development initiatives that may involve land acquisitions
<p>Lands – Milestone 3: Initial land transfer in non-overlap wilp.</p>	<p style="text-align: center;">Milestone 3 – Key Steps</p> <ol style="list-style-type: none"> 1. Gitanyow, B.C. and Canada negotiate and agree on a vision, purpose, and options for quantum of land and candidate parcels. 2. Negotiate land return/transfer agreement (Linked to completion of Governance Milestone 4) 3. Stakeholder engagement
Medium term	
<p>Lands – Milestone 4: Additional Lands. Additional lands are transferred to Gitanyow in a phased process (linked to completion of Governance Milestone – 4 and Reconciling Gitanyow Title Milestone – 2).</p>	<p style="text-align: center;">Milestone 4 – Key Steps</p> <ol style="list-style-type: none"> 1. Identify additional lands. 2. Negotiate with Canada in respect of reserves. 3. Address existing tenure and other land-based interests.
<p>Lands – Milestone 5: Aboriginal Title Lands. Gitanyow’s Aboriginal title interest is brought into full legal effect as Aboriginal Title Lands</p>	<p style="text-align: center;">Milestone 5 – Key Steps</p> <ol style="list-style-type: none"> 1. Identify policy and legislative changes that would be required to implement title. 2. Negotiate title process agreement including implementation options.

(linked to completion of Governance Milestones 1-4).	3. Negotiate title agreement (Linked to completion of Governance Milestone 4). 4. Bring policies and legislation into effect
Lands – Milestone 6: Gitanyow Nation Jurisdiction (Linked to completion of Governance Milestones 1-4).	Milestone 6 – Key Steps 1. Development of Gitanyow land laws and policies
Long term	
Lands – Milestone 7: Full title implementation (Linked to completion of Governance Milestones 1-4).	Milestone 7 – Key Steps 1. Legal interest in lands changes

Economic Development and Green Infrastructure / Economy	
Visionary State Gitanyow title and inherent right of self-determination are fully implemented based on Provincial and Federal legal recognition and reconciling each government’s respective governance systems and laws.	
Short Term	
Economic Development Milestone – 1: Biomass power and pellet plant funding.	Milestone 1 - Key Steps: 1. Gitanyow secure funding for islanded biomass power and pellet facilities
Economic Development Milestone – 2: Biomass and pellet plant construction.	Milestone 2 – Key Steps: 1. Gitanyow begin construction of biomass power and pellet facilities
Economic Development Milestone 3: Economic Diversification.	Milestone 3 – Key Steps: 1. Scoping and market study for economic diversification: - Forestry diversification – value added opportunities, non-timber forest products - Tourism (grizzly bear viewing, hospitality, Meziadin junction expansion)
Economic Development Milestone 4: Supporting Green Infrastructure/Economy.	Milestone 4 – Key Steps 1. Accessing Clean B.C. programming - home and building upgrades/retrofits (B.C. and Canada provide support for applications) 2. Identifying Covid economic recovery funds/programs 3. Exploring carbon credits and other carbon initiatives

	The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps
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Forestry	
<p>Visionary State</p> <p>Gitanyow title and inherent right of self-determination are fully implemented based on Provincial and Federal legal recognition and reconciling each government’s respective governance systems and laws.</p>	
Short Term	
<p>Forestry Milestone 1 – Tenure/Volume Acquisition (linked to completion of Economic Development Milestones 1-3).</p>	<p>Milestone 1 – Key Steps:</p> <ol style="list-style-type: none"> 1. B.C. supports Gitanyow establishing a secure fibre supply for Gitanyow and local processing facilities through long-term tenures or business to business volume acquisitions
Medium Term	
<p>Forestry Milestone 2 – Target 35% of AAC in Gitanyow Laxyip.</p>	<p>Milestone 2 – Key Steps:</p> <ol style="list-style-type: none"> 1. Indigenous Forestry Management Pilot 2. Explore tenure reform
	The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps

SCHEDULE 5 – RECONCILING WITH NEIGHBOURS

Reconciling Gitanyow Title with Other Agreements	
<p>Visionary State</p> <p>Gitanyow’s title is reconciled with the Nisga’a treaty and there is a formalized relationship for how the parties will recognize one another’s rights.</p>	
Short Term	
<p>Reconciling Gitanyow Title – Milestone 1: Bringing all parties together.</p>	<p style="text-align: center;">Milestone 1 – Key Steps</p> <ol style="list-style-type: none"> 1. B.C. and Canada provide capacity support for Nation-to-Nation meetings between Gitanyow and Nisga’a Lisims Government. 2. Dialogue among all parties aimed at reconciling long-standing disputes, explore process options including mediation, tribunal, alternative dispute resolution. 3. B.C. and Gitanyow to development and implement initiatives that support relationship building between Gitanyow and Nisga’a Lisims Government.
<p>Reconciling Gitanyow Title – Milestone 2: Establishing collaborative land and resource management.</p>	<p style="text-align: center;">Milestone 2 – Key Steps</p> <ol style="list-style-type: none"> 1. Encourage all parties to participate in Nass Watershed Fisheries Table 2. Gitanyow fisheries TRM
<p>Reconciling Gitanyow Title – Milestone 3: Agreement on a reconciliation process.</p>	<p style="text-align: center;">Milestone 3 – Key Steps</p> <ol style="list-style-type: none"> 1. All parties negotiate and reach agreement on a reconciliation process.
	<p>The parties will continue to outline this priority area as incremental progress is made on Short and Medium-Term Milestones/Key Steps</p>

SCHEDULE 6 – SOCIO-CULTURAL WORKING GROUP TERMS OF REFERENCE

Gitanyow Socio-Cultural Working Group

DRAFT Terms of Reference

Prepared September 18, 2019

Updated September 9, 2021

1.0 Vision

1.1 Through the Socio-Cultural Working Group (“**SCWG**”), Gitanyow and BC will:

(a) Set a solid foundation to improve the social and cultural well-being of Gitanyow people and move towards a future of a strong and healthy community, where youth know and are proud of their culture and heritage.

OR

(b) Work together to improve the social and cultural well-being of Gitanyow people and move towards strong and healthy community and land, using a youth centered approach but ensuring all Gitanyow people know and are proud of their culture and heritage.

1.2 The SCWG will be comprised of representatives of Gitanyow, the Ministry of Indigenous Relations and Reconciliation (“**MIRR**”), and representatives from other Provincial Agencies as appropriate.

1.3 The SCWG will appoint two Leads to coordinate and implement the work of the SCWG. The SCWG Leads will include one representative from Gitanyow and one representative from MIRR.

1.4 The SCWG Core members are set out in Appendix A. (To be developed.)

2.0 Membership Roles and Responsibilities

2.1 The SCWG will appoint Co-Chairs to coordinate and implement the work of the SCWG. The co-Chairs will include one representative from Gitanyow and one representative from MIRR.

2.2 The Core Membership will be detailed in a separate document.

2.3 Sub-tables and membership will be established as needed.

3.0 Priority Topics

- 10-year education plan and implementation
- Elder care – living
- Mental health services (Land-based healing)
- Readily available addictions services (Transition home/Land-based healing)
- Youth activities

4.0 Meeting and Logistics

- 4.1 The SCWG will meet in-person quarterly, or as deemed necessary, to ensure SCWG projects are adequately managed, on a date and location that maximizes participation as determined by the SCWG Leads.
- 4.2 The SCWG will meet via teleconference as deemed necessary, to ensure SCWG projects are adequately managed, on a date that maximizes participation as determined by the SCWG Leads.
- 4.3 Agendas for meetings will be developed collaboratively by the SCWG Leads. Best efforts will be made to circulate agendas at least one week in advance of meetings.
- 4.4 Participation at the meetings will be dependent on the nature of the agendas prepared by the SCWG Leads. The SCWG Leads have the right to invite representatives of Provincial Agencies, other Reconciliation Forums, and other individuals to participate the meetings as appropriate.

5.0 Work Plan and Reporting

51. Group will develop a Work Plan for each fiscal year and will have an annual report in conjunction with available funding agreements.

6.0 Decision Making and Recommendations

- 6.1 The SCWG will make decisions and joint recommendations by consensus.
- 6.2 The SCWG will strive to complete operations and obligations under the guidance and direction of Gitanyow, as deemed appropriate by the Gitanyow SCWG membership

7.0 Issue and Dispute Resolution

(To be developed if necessary.)

8.0 Review of Terms of Reference

- 8.1 The Terms of Reference will be reviewed and updated annually or as needed, as agreed by consensus of the members of the SCWG

SCHEDULE 7 - ECONOMIC DEVELOPMENT WORKING GROUP TERMS OF REFERENCE

Gitanyow Economic Development/Green Energy Working Group

DRAFT Terms of Reference

August 24, 2021

1.0 Vision

1.1 Through the Economic Development/Green Energy Working Group (“EDGE”), Gitanyow and BC will set a solid foundation to improve the economic well-being of Gitanyow people and bring life to the economic development/green energy milestones set out at the tripartite treaty table.

2.0 Membership Roles and Responsibilities

2.1 The EDGE will be comprised of representatives of Gitanyow, and representatives of the Ministry of Indigenous Relations and Reconciliation (“MIRR”), and representatives of the Ministry of Forests, Lands and Natural Resource Operations and Rural Development (“FLNRORD”), and representatives from Canada.

2.2 Representatives from Gitanyow and other Provincial or Federal Agencies may be invited to participate as guests, as appropriate.

2.3 The EDGE will appoint two Leads to coordinate and implement the work. The Leads will include one representative from Gitanyow and one representative from BC.

2.4 The EDGE Core Membership is detailed in Appendix A. (To be developed.)

2.5 Sub-tables and membership will be established as needed but will include a Timber Tenures sub-table.

3.0 Priority Topics

- Provincial support in applying for provincial/federal funding opportunities;
- Fibre supply (long-term certainty and economic viability);
- Strategic economic development planning;
- Internet / Connectivity;
- Green energy initiatives;
- Sector development (e.g. tourism); and
- Other priority topics that may be identified by the EDGE or the items on the Term Sheet from the SOP.

4.0 Meeting and Logistics

- 4.1 The EDGE will meet monthly via video conference (Zoom), or as deemed necessary to ensure that EDGE projects are adequately managed, on a date that maximizes participation as determined by the EDGE Leads.
- 4.2 The EDGE will meet in-person as deemed necessary to ensure EDGE projects are adequately managed, on a date that maximizes participation as determined by the EDGE Leads. In-person meetings will require that representatives follow Provincial Communicable Disease Plans and Procedures.
- 4.3 EDGE sub-tables will meet as required via video conference or in person as deemed necessary to ensure that EDGE projects are adequately managed, on a date that maximizes participation by subject-matter experts and EDGE representatives.
- 4.4 Agendas for meetings will be developed collaborative by the EDGE Leads. Best efforts will be made to circulate agendas at least one week in advance of meetings.
- 4.5 Participation at the meetings will be dependent on the nature of the agendas prepared by the EDGE Leads. The EDGE Leads have the right to invite representatives of Provincial and Federal Agencies, other Reconciliation Forums, and other individuals to participate in the meetings as appropriate.

5.0 Work Plan and Reporting

- 5.1 As a subcommittee, EDGE will develop a Work Plan and submit annual work plan updates and an Annual Report.

6.0 Decision Making and Recommendations

- 6.1 The EDGE will make decisions and joint recommendations by consensus.
- 6.2 The EDGE will strive to complete operations and obligations under the guidance and direction of Gitanyow, as deemed appropriate by the Gitanyow EDGE membership

7.0 Issue and Dispute Resolution

- 7.1 Issues or disputes to be referred to treaty table.

8.0 Review of Terms of Reference

- 8.1 The Terms of Reference will be reviewed and updated annually or as needed, as agreed by the members of the EDGE.