



STRATEGIC ENGAGEMENT AGREEMENT

Between the Province of British Columbia and the Ktunaxa Nation

Dated: April 1, 2019

This Agreement is dated for reference April 1, 2019

BETWEEN

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

as represented by the Minister of Indigenous Relations and Reconciliation
(hereinafter the “Province”)

and

**THE KTUNAXA NATION COUNCIL SOCIETY (the “KNC”), on its own behalf and
on behalf of the Ktunaxa Nation, ʔaḡam (formerly St. Mary’s Indian Band),
Tobacco Plains Indian Band, Lower Kootenay Indian Band and ʔakisq̓nuk First
Nation
(hereinafter the “Ktunaxa”)**

(each a “Party” and collectively the “Parties”)

- A. **Whereas** the Ktunaxa Nation has Aboriginal Rights;
- B. **Whereas** the Ktunaxa Nation is undergoing a comprehensive, substantial and multi-generational process of reestablishing self-determination and self-government;
- C. **Whereas** the Ktunaxa Nation intends to expand its jurisdiction in relation to land and resources within ʔamakʔis Ktunaxa;
- D. **Whereas** the Province has committed to working with Indigenous peoples and governments to redefine its relationship with Indigenous peoples and Indigenous governments based on recognition of Aboriginal Rights;
- E. **Whereas** the Province has committed to:
 - i. fully adopting and implementing the UN Declaration, the Calls to Action of the Truth and Reconciliation Commission, and the Supreme Court of Canada’s decision in *Tsilhqot’in Nation*;
 - ii. working collaboratively and respectfully with Indigenous peoples to establish a clear, cross government vision of reconciliation; and
 - iii. collaborating with Indigenous peoples on changes to provincial laws, policies and practices.

- F. **Whereas** the Parties are interested in furthering reconciliation through the co-development of forms of shared decision-making, including exploration of consent-based decision making, clarifying the relationship between Ktunaxa laws and the Province’s laws, revenue-sharing and other initiatives, and are committed to advancing this work in a respectful, open, principled, pragmatic and collaborative way;
- G. **Whereas** the Province and the Ktunaxa Nation signed the “*Rights Recognition and Core Treaty MOU*” in which the Ktunaxa Nation, the Province and Canada signify their commitment to:
- i. commence Stage 5 treaty negotiations,
 - ii. explore options for the recognition of the Ktunaxa Nation as a legal entity before a treaty is implemented, and
 - iii. explore a new approach to treaty based on core treaty and rights recognition;
- H. **Whereas** the Province and the Ktunaxa Nation are engaged in other initiatives, and negotiation and implementation of agreements, such as the ECDA, reconciliation agreement explorations, the strategic forestry initiative, and collaborative stewardship initiatives;
- I. **Whereas** the Parties first entered into the agreement entitled “Strategic Engagement Agreement Between the Province of British Columbia and Ktunaxa Nation” on October 22, 2010;
- J. **Whereas** on November 13, 2013 the Parties replaced that agreement with an agreement entitled “Strategic Engagement Agreement Between the Province of British Columbia and the Ktunaxa Nation” and confirmed their commitment to be bound by that agreement as amended on March 30, 2017 and April 1, 2018;
- K. **Whereas** the Parties intend that this Agreement will replace any previous “Strategic Engagement Agreement Between the Province of British Columbia and the Ktunaxa Nation;”
- L. **Whereas** in May 2018, the Province issued Draft Principles that are intended by the Province to be rooted in section 35 of the *Constitution Act, 1982*, guided by the UN Declaration and informed by the Truth and Reconciliation Commission’s Calls to Action and the Report of the Royal Commission on Aboriginal Peoples;
- M. **Whereas** the Province has a legal obligation to seek to fulfil its consultation and accommodation obligations; and
- N. **Whereas** the Parties recognize that the successful implementation of this Agreement is a part of the implementation of a government-to-government relationship that may include a potential treaty, agreements and other constructive arrangements.

Therefore the Parties agree as follows:

DEFINITIONS

1 In this Agreement:

“**Aboriginal Rights**” means Aboriginal rights, including Aboriginal title which are recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“**Agreement**” means this Strategic Engagement Agreement;

“**Applicant**” means any person, corporation, society, entity or agency, including the Province and any agent of the Province, that makes an Application;

“**Application**” means an application under consideration by a Provincial Agency, on or after the Effective Date seeking authorization(s) for land and resource use that:

- (a) relates to or impacts on provincial Crown lands or resources within the Ktunaxa Area; and
- (b) may adversely affect the Ktunaxa Nation’s Aboriginal Rights,

including the application document, any materials for amendment, renewal or replacement of approvals, and all supporting material;

“**Application Package**” means an application package referred to in section 2(2) of Appendix B;

“**Business Day**” means any day other than Saturday, Sunday, a statutory holiday and those non-business days identified by the Ktunaxa Nation in accordance with section 14(7);

“**Co-Chair**” means an individual designated by a Party as its lead representative on a Standing Committee or the Senior Forum;

“**Draft Principles**” means the document publicly released by the Province on May 22, 2018, entitled, “Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples” and available at https://www2.gov.bc.ca/assets/gov/careers/about-the-bc-public-service/diversity-inclusion-respect/draft_principles.pdf;

“**ECDA**” means the Economic Community Development Agreement between the Province of British Columbia and the Ktunaxa, dated January 29, 2013, and includes any amendments made to it from time to time in accordance with its provisions;

“**Effective Date**” means April 1, 2019;

“**Engagement Process**” means the engagement process set out in Appendix B, including Schedule 1;

“**Ktunaxa Area**” means that portion of ʔamakʔis Ktunaxa to which this Agreement applies and is illustrated on the map set out in Appendix A;

“**Ktunaxa Citizens**” means all those persons who are collectively entitled to exercise the Aboriginal Rights of the Ktunaxa Nation and includes individuals on a Ktunaxa Community’s “Band List” within the meaning of the *Indian Act*, RSC 1985 c. I-5, or other such legally recognized mechanism that defines the citizenship of the Ktunaxa Nation;

“**Ktunaxa Communities**” means ʔakisq̓nuk First Nation, ʔaq̓am (formerly St. Mary’s Indian Band), Tobacco Plains Indian Band, and Lower Kootenay Indian Band, all of which are “bands” within the meaning of the *Indian Act*;

“**Ktunaxa Engagement Request**” means a request from the Ktunaxa Nation to a Provincial Agency for engagement and discussion on an identified issue related to the use of land and resources as set out in the Engagement Process;

“**Ktunaxa Interests**” means the Aboriginal Rights of the Ktunaxa Nation and its interests within the Ktunaxa Area set out in section 3(1);

“**KNC**” means the Ktunaxa Nation Council Society, a society incorporated under the laws of the Province of British Columbia;

“**Ktunaxa Land Sector**” means the agency established by the KNC that

- (a) reports to the Ktunaxa Land and Resources Council,
- (b) represents the interests of, and engages with, Ktunaxa Communities, as appropriate, and
- (c) has the authority to engage with the Province on land and resource management issues in accordance with the Engagement Process set out in this Agreement;

“**Ktunaxa Land and Resources Council**” means the Standing Committee of the KNC that exercises authority on behalf of KNC with respect to land and resources;

“**Ktunaxa Nation**” means the collectivity of Ktunaxa Citizens and includes the Ktunaxa Communities and, for the purposes of this Agreement, is represented by the KNC;

“**Provincial Agency**” means a provincial ministry and branch or division of a provincial ministry listed in Appendix F;

“**Provincial Decision Maker**” means an official or designate of a Provincial Agency, with authority to make statutory decisions with respect to an Application or a matter that requires engagement in accordance with this Agreement;

“Provincial Engagement Request” means a request from a Provincial Agency to the Ktunaxa Nation for engagement and discussion on an identified issue related to the use of land and resources as set out in the Engagement Process;

“Provincial Interests” means the interests of the Province set out in section 3(2);

“Responsible Official” means a senior manager appointed by each of the Parties to carry out specific responsibilities under this Agreement;

“Senior Forum” means the senior forum established under Appendix C;

“Standing Committee” means any one of the standing committees referred to in Appendix C; and

“UN Declaration” means the United Nations Declaration on the Rights of Indigenous Peoples.

PURPOSE

- 2 (1) This Agreement is intended to foster a positive, collaborative and respectful government-to-government relationship in order for the Parties to:
- (a) work collaboratively to maintain the relevant elements of the Parties’ relationship under this Agreement, while simultaneously redefining their relationship by negotiating new arrangements that support,
 - (i) the implementation of the Ktunaxa Nation’s right of self-determination and self-government under section 35 of the Constitution Act, 1982, and
 - (ii) the Province’s commitment to adopt and fully implement the UN Declaration, the Calls to Action of the Truth and Reconciliation Commission, and the Supreme Court of Canada’s decision in *Tsilhqot’in Nation*to achieve meaningful engagement and a shared understanding of each Party’s respective interests and better decisions,
 - (b) establish effective procedures for meaningful consultation and accommodation,
 - (c) provide funding to support the Ktunaxa Nation’s participation in the implementation of this Agreement,
 - (d) increase process certainty for the Parties regarding strategic and operational land and resource management issues,
 - (e) create an environment to help the Parties move towards shared decision-making respecting strategic and operational land and natural resource management issues,

- (f) support the Parties' pursuit of opportunities for sharing resource-revenues and other benefits, through the negotiation of further agreements which may include project-specific agreements,
- (g) support the negotiation and implementation of sector- and project-specific agreements by Provincial Agencies and the Ktunaxa Nation, and
- (h) inform the negotiation of future agreements and support other related government-to-government discussions respecting the management of land and resources within the Ktunaxa Area.

INTERESTS

3 (1) The Ktunaxa Nation has the following interests:

- (a) realizing the full intent and meaning of the Ktunaxa Nation vision statement,
- (b) implementing and realizing the full intent of the UN Declaration,
- (c) achieving self-government,
- (d) implementing and exercising its Aboriginal Rights and its other rights within ?amak?is Ktunaxa,
- (e) enhancing the governance capacity of the Ktunaxa Nation with regard to the stewardship of land and resources and exercising its jurisdiction,
- (f) acting as stewards of land and resources and being involved at all levels of decision-making to carry out effective land and resource management in accordance with Ktunaxa laws, cultural values and priorities,
- (g) ensuring the Ktunaxa Nation's Aboriginal Rights are protected, and not infringed,
- (h) identifying, protecting, and managing past, present and future cultural resources, areas and landscapes that contain values significant to the Ktunaxa Nation, including
 - (i) contemporary and historic ceremonial sites,
 - (ii) archaeological sites,
 - (iii) traditional use, spiritual, and medicinal plant harvesting areas, and
 - (iv) oral history, artefacts, and archival resources,
- (i) managing and mitigating potentially negative social and environmental impacts associated with the development of land and resources, and

- (j) sharing in the resource revenues and other benefits generated from any development of, or activity in, land and resources within ʔamakʔis Ktunaxa.
- (2) Provincial Interests include the following:
- (a) fully adopting and implementing the UN Declaration, the Calls to Action of the Truth and Reconciliation Commission, and the Supreme Court of Canada's decision in *Tsilhqot'in Nation*,
 - (b) working collaboratively and respectfully with Indigenous peoples to establish a clear, cross government vision of reconciliation,
 - (c) working with Indigenous peoples and governments to redefine its relationship with Indigenous peoples and Indigenous governments based on recognition of Aboriginal Rights,
 - (d) working cooperatively with the Ktunaxa Nation to sustainably manage land and natural resources and strengthen the overarching relationship between the Ktunaxa Nation and the Province,
 - (e) achieving a better understanding of Ktunaxa Interests and their relationship to Provincial Interests,
 - (f) fulfilling the duty of the Province to consult and accommodate,
 - (g) effectively carrying out land and resource management in accordance with all applicable provincial laws,
 - (h) maximizing collaboration between Provincial Agencies to increase the efficiency and effectiveness of the consultation and accommodation process for all Parties,
 - (i) improving the investment environment for industries,
 - (j) implementing collaborative approaches to resolving disputes between the Parties,
 - (k) collaboratively developing a comprehensive approach to reconciliation with the Ktunaxa Nation, building on existing agency-specific agreements, supporting the treaty process and facilitating a smooth transition to agreement implementation, and
 - (l) sharing the revenues and benefits of land and resource development.

RECOGNITION, RESPECT AND REDEFINING THE GOVERNMENT-TO-GOVERNMENT RELATIONSHIP

- 4 (1) The Parties wish to redefine their government-to-government relationship based on recognition of the Ktunaxa Nation's Aboriginal Rights, and informed by the Province's commitment to implement the UN Declaration, the Calls to Action of the Truth and

Reconciliation Commission, and the Supreme Court of Canada's decision in *Tsilhqot'in Nation*.

- (2) The Parties recognize that redefining their government-to-government relationship in the context of land and resources will require consistent, focused and timely effort and as such have established the Intergovernmental Standing Committee as described in section 5(1) of Appendix C.
- (3) In the spirit of collaboration and the transformational intent of section 4(1), the Province will ensure that the Ktunaxa Nation has the opportunity to participate in province-wide processes that may be established where the Province is working collaboratively with Indigenous Nations to review provincial laws, policies and programs to determine how to bring principles of the UN Declaration, the Truth and Reconciliation Commission Calls to Action, and Supreme Court of Canada decision in *Tsilhqot'in Nation* into action in British Columbia.

GOVERNMENT-TO-GOVERNMENT FORUMS

- 5 (1) A Government-to-Government Forum is established, and will operate in accordance with Appendix C and be the primary mechanism for implementing this Agreement.

ENGAGEMENT PROCESS

- 6 (1) The Engagement Process will be the means through which the Parties will engage on Applications, potential Applications, Provincial Engagement Requests and Ktunaxa Engagement Requests.
 - (2) The Parties acknowledge that the Engagement Process in this Agreement will constitute the means by which they will seek to:
 - (a) fulfil their respective obligations arising from the Province's duty to consult with the Ktunaxa Nation, and
 - (b) develop, where appropriate, measures to accommodate the Ktunaxa Nation in relation to Applications.
 - (3) The Parties agree that a Provincial Agency may request an Applicant to undertake specific procedural aspects of the consultation process provided the Ktunaxa Land Sector is notified in a timely manner by the Provincial Agency of the request.
 - (4) A Provincial Agency making a request under subsection (3) will recommend that the Applicant engage with the Ktunaxa Land Sector in a manner consistent with this Agreement.
 - (5) The Joint Resources Standing Committee may collaboratively develop or receive proposals for alternative engagement and decision making approaches. The Joint Resources Standing Committee may recommend an alternative approach to the

Responsible Officials. Where the Responsible Officials endorse an alternative approach, the Parties will set out the following in a letter of agreement:

- (a) a description of the alternative approach to be implemented on a trial basis,
 - (b) any changes that may be required to this Agreement to support the implementation of the alternative approach, and
 - (c) the time frame within which the alternative approach will be implemented.
- (6) The KNC or the Province may request that the Parties review the effectiveness of the processes implemented under subsections (3) and (4), or any alternative approach agreed to by the Parties under subsection (5).
- (7) Actions undertaken by an Applicant under subsections (3), (4) and (5) may be relied upon by the Province in seeking to fulfil its consultation obligations in relation to the Ktunaxa Nation, but do not release the Province from its consultation obligations and any other obligations set out in this Agreement.

FUNDING

- 7 (1) To implement this Agreement, the Province will provide the KNC with an amount not to exceed \$1,860,000.00 as follows:
- (a) the first payment of \$620,000.00 in respect of fiscal year 2019-2020 within 30 days of the Effective Date, and
 - (b) subsequent payments of \$620,000.00 in respect of each fiscal year during the term following 2019-2020 within 30 days after the end of the preceding fiscal year or upon receipt of annual reports provided for in Appendix D, whichever is later.
- (2) Notwithstanding any other provision in this Agreement, the payment of funds by the Province to the KNC for any purpose under this Agreement 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 the Province in any fiscal year or part thereof when such payment is required, to make such payment,
 - (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment, and
 - (c) the KNC maintaining good standing and status as a duly incorporated society under the *Societies Act*, SBC 2015, c.18.

REVENUE AND BENEFIT SHARING

- 8** (1) The Parties will, in accordance with Appendix C,
- (a) identify socio-economic opportunities, including potential revenue and benefit sharing opportunities within the Ktunaxa Area, and
 - (b) attempt to negotiate agreements respecting the opportunities identified in paragraph (a).
- (2) Nothing in this Agreement precludes the Ktunaxa Nation from continuing to negotiate and implement revenue and benefit sharing agreements with proponents and Applicants.

LINKAGE TO FURTHER AGREEMENTS

- 9** (1) The Parties acknowledge that the government-to-government relationship established under this Agreement may serve as a basis for addressing any commitments regarding the management of land, water and resources within the Ktunaxa Area that may be included in further government-to-government agreements, such as a potential treaty, reconciliation agreement, or recognition agreement respecting the management of land, water and resources within the Ktunaxa Area.

EXISTING AGREEMENTS AND PROTOCOLS

- 10**(1) The following Memorandums of Understanding between the Ktunaxa Nation and the Province are amended as provided in subsection (2):
- (a) Memorandum of Understanding to Establish an Effective Government-to-Government Working Relationship for the Management of Fish and Wildlife,
 - (b) Memorandum of Understanding to Establish an Effective Government-to-Government Working Relationship for the Management of Provincial Parks,
 - (c) Memorandum of Understanding to Establish an Effective Government-to-Government Working Relationship for Energy and Mineral Development,
 - (d) Memorandum of Understanding to Establish an Effective Government-to-Government Working Relationship for Land Use Planning, and
 - (e) Memorandum of Understanding to Establish an Effective Government-to-Government Working Relationship for the Management of Archaeological Resources.
- (2) As of October 22, 2010 the Memorandums of Understanding listed in subsection (1) will be deemed to be amended to include the following clause:

“If a Strategic Engagement Agreement (SEA) is signed by the Parties to this MOU that SEA will supercede and replace all provisions of this MOU, for as long as the SEA is in full force and effect.”

CONFIDENTIALITY AND INFORMATION SHARING

- 11**(1) The Ktunaxa Nation is a custodian of cultural information, some of which is owned by individuals, and is therefore required to ensure that this information is managed and shared according to the owner’s wishes.
- (2) The Province will provide the KNC access to any publicly available land and resources information related to the Ktunaxa Area for which the Province is a custodian or steward, including data sets and monitoring information.
- (3) The Parties acknowledge that information that may be provided by the Ktunaxa Nation may be confidential in nature, and, if so identified in writing, the Province will make all reasonable efforts to prevent the disclosure of that information to the public, except in accordance with the *Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
- (4) If the Province receives a request under the *Freedom of Information and Protection of Privacy Act* for disclosure of information received from the Ktunaxa Nation, the Province will provide the KNC, on behalf of the Ktunaxa Nation, with an opportunity to express its views regarding the potential disclosure.
- (5) Information provided to the Province by the Ktunaxa Nation for one purpose shall not be used by the Province for other purposes without the Province first providing the KNC, on behalf of the Ktunaxa Nation, with an opportunity to update and contextualize the information.
- (6) The Ktunaxa Nation will assist the Province in determining the use, level of sensitivity and interpretation of any information it provides and the terms on which it may be shared in whole or in part with other parties.
- (7) If the Ktunaxa Nation shares confidential information with the Province in accordance with subsection (3), it will only do so, unless otherwise agreed, on the following basis:
- (a) this section 11 does not apply to information that is already in the public domain, including in the Remote Access to Archaeological Data (RAAD) database and on other public websites,
- (b) the Ktunaxa Nation is satisfied that the Province has established and implemented measures that the Parties agree will ensure that information provided is not shared with or distributed to anyone other than Provincial employees or representatives who directly require that information for purposes under this Agreement and that the information will be returned to the Ktunaxa Nation unless otherwise agreed, and

- (c) the Ktunaxa Nation is satisfied with the extent to which it is involved in the use and interpretation of the information.

REPRESENTATION AND WARRANTIES

- 12(1) The Province represents and warrants to the Ktunaxa Nation and each of the Ktunaxa Communities that:
 - (a) it has the authority to enter into this Agreement and carry out its obligations in accordance with the terms of this Agreement, and
 - (b) that this Agreement is a valid and binding obligation of the Province.
- (2) The KNC represents and warrants to the Province that, as of the Effective Date, each of the following representations and warranties is true and correct in all material respects:
 - (a) the KNC is a duly incorporated and subsisting society under the *Societies Act*, SBC 2015, c. 18,
 - (b) the KNC has received all authorizations and approvals to enter into and carry out its obligations under this Agreement for and on behalf of the Ktunaxa Nation, Ktunaxa Communities, Ktunaxa Citizens, and itself, and has provided the Province with a true copy of the KNC resolution approving this Agreement to March 31, 2022, and
 - (c) this Agreement is a valid and binding obligation of the Ktunaxa.
- (3) The KNC agrees that it will immediately notify the Province if the KNC's legal power, capacity or authority to act on behalf of the Ktunaxa Nation, Ktunaxa Communities and Ktunaxa Citizens in respect of the subject matters of this Agreement is altered in any way.

AMENDMENT

- 13(1) Except in the case of proposed amendments of a significant nature referred to in subsection (2), the process for amending this Agreement is as follows:
 - (a) the Responsible Officials must exchange any proposed amendment to the Agreement in writing and provide written documentation indicating that the proposed amendment has the support of the KNC or the Province, as the case may be, and
 - (b) the Responsible Officials have the authority to agree to the proposed amendments and to amend the Agreement in writing after following the process set out in paragraph (a).
- (2) A proposed amendment will be considered to be of a significant nature if it includes potential changes to any of the following:
 - (a) the Parties,

- (b) the Ktunaxa Area as depicted in Appendix A,
 - (c) section 7 (Funding),
 - (d) section 17 (General Provisions),
 - (e) section 18 (Term), and
 - (f) other matters that the Responsible Officials agree are of a significant nature and should be subject to the amendment process set out in subsection (3).
- (3) The amendment process for an amendment referred to in subsection (2) is as follows:
- (a) the Responsible Officials must carry out the process outlined in subsection (1)(a),
 - (b) the Responsible Official representing the Province must present the proposed amendment to the Minister of Indigenous Relations and Reconciliation and the Responsible Official representing the KNC must present the proposed amendment to the Chair of the KNC, and
 - (c) the Minister of Indigenous Relations and Reconciliation, on behalf of the Province, and the Chair of the KNC, on behalf of the Ktunaxa, may agree in writing to the proposed amendments.

AGREEMENT IMPLEMENTATION AND EVALUATION

- 14 (1) Within 60 days of the Effective Date of this Agreement and by April 15 of each subsequent year, each Party will notify the other Party of the names of their respective Responsible Official, Co-Chair and other representatives to each of the Standing Committees and the Senior Forum.
- (2) Each of the Standing Committees will prepare a terms of reference for the operation and functioning of that committee, and any sub-committees under its mandate, for review and approval by the Senior Forum at the first Senior Forum meeting under subsection (5).
- (3) By April 15 of each calendar year, the Co-Chairs for each of the Standing Committees will jointly provide to the Joint Resources Standing Committee:
- (a) a list of any active sub-committees established under it,
 - (b) a work plan for the Standing Committee and any sub-committees, for the current fiscal year,
 - (c) a report on the achievements of the work plan of the previous fiscal year,
 - (d) any proposed changes to the committee's terms of reference,
 - (e) any recommendations for improved implementation of this Agreement, and

- (f) any submissions that either Co-Chair may wish to provide independently for consideration by the Senior Forum.
- (4) By April 30 of each year, the Joint Resources Standing Committee will compile and summarize the information provided under subsection (3) and provide it to the Senior Forum.
- (5) Within 60 days of receiving the information described in subsection (4), the Senior Forum will meet to review and approve the work plans and reports of each of the Standing Committees.
- (6) The Senior Forum will facilitate an annual meeting of the appropriate political and executive management representatives of the Parties to discuss the overall government-to-government relationship including any concerns, issues or opportunities.
- (7) By January 31 of each year of the Agreement, the Ktunaxa Land Sector will identify those days which will not be counted as “Business Days” to the Province and will notify the Province immediately of any additional non-Business Days that may be identified throughout the calendar year.
- (8) The Parties may agree to conduct an independent evaluation of this Agreement, and the relationships it has helped create.
- (9) If the Parties agree to conduct an independent evaluation, then
 - (a) the Senior Forum will agree on the terms of reference for the evaluation, identify an independent evaluator to undertake the evaluation and provide non-binding recommendations to the Parties, and
 - (b) the costs of any independent evaluator agreed on under subsection (a) will be shared jointly between the KNC and the Province.

DISPUTE RESOLUTION

- 15(1)** The Parties acknowledge that this Agreement, including the Engagement Process, is designed to mitigate, reduce or avoid disputes over land and resources management decision-making and is intended in part to reduce the need for the Parties to use formal dispute resolution mechanisms.
- (2) This section 15 applies to disputes arising out of the implementation or interpretation of this Agreement.
- (3) The Parties will endeavour to resolve issues or disputes that may arise about this Agreement or its implementation in a manner that fosters an improved, ongoing, and respectful government-to-government relationship between the Province and the Ktunaxa Nation.
- (4) If a dispute respecting the interpretation or implementation of this Agreement arises, including one that has led to, or could potentially result in, a notice of withdrawal under

section 16(1)(b), either the Ktunaxa Nation or the Province may forward the issue to the Responsible Officials for direction or assistance. The Responsible Officials will exchange in writing a description of the issues with respect to which there is a disagreement.

- (5) If an issue for dispute resolution has been forwarded to the Responsible Officials, the Responsible Officials will determine within 20 Business Days whether
 - (a) they will take responsibility for the resolution of the dispute themselves by convening a Joint Resources Standing Committee meeting or through some other means, or
 - (b) they will recommend another form of dispute resolution, such as non-binding facilitation or mediation, or both, under terms agreeable to both Parties.
- (6) Nothing in this section 15 prevents a Party from commencing legal proceedings at any time
 - (a) to prevent the loss of a right to commence proceedings due to the expiration of a limitation period, or
 - (b) to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under this section.
- (7) Nothing in this section 15 creates a cause of action where none otherwise exists.

TERMINATION

- 16(1)** Notwithstanding any other provision of this Agreement,
 - (a) the KNC, on behalf of the Ktunaxa, or the Province may terminate this Agreement by giving the other at least 20 Business Days written notice of the intent to terminate the Agreement, the date of termination and the reasons for terminating the Agreement by sending that notice to the Responsible Official for the other Party,
 - (b) the Province may withdraw a Provincial Agency from its participation in this Agreement by providing 45 Business Days written notice of the intent to withdraw and stating the reasons for the withdrawal and, at the expiry of the notice period, the list in Appendix F will be deemed to be amended to remove reference to that provincial ministry, agency or office, and
 - (c) in recognition of the enduring value of the government-to-government relationship supported by this Agreement, the Parties will pursue the opportunities presented by this Agreement, including the application of the dispute resolution provisions, to resolve any disagreement related to this Agreement before giving notice of termination under subsection (a) or notice of withdrawal under subsection (b).

- (2) If notice of termination of this Agreement is provided pursuant to subsection (1)(a),
 - (a) the Engagement Process will cease to apply to the Parties, and the Province may no longer rely on the Engagement Process to fulfil its obligation to consult in respect of any such Application, after termination of this Agreement,
 - (b) Engagement Process steps taken prior to the date of termination may be relied on by the Province to fulfil its obligation to consult in respect of an Application,
 - (c) the Provincial Responsible Official will inform the Provincial Agencies that the Engagement Process ceases to apply as of the date of termination and that from that time forward it cannot be relied upon to fulfil the Province's obligation to consult with the Ktunaxa Nation, and
 - (d) sections 11(3), 11(4), 11(5) and 11(7) survive the termination of this Agreement.
- (3) If the Province provides a notice of withdrawal of a Provincial Agency from its participation in this Agreement pursuant to subsection (1)(b),
 - (a) the Engagement Process will cease to apply to that Provincial Agency, and the Province may no longer rely on the Engagement Process to fulfil its obligation to consult in respect of any such Application, after the expiry of the notice period,
 - (b) Engagement Process steps taken by that Provincial Agency prior to the expiry of the notice period may be relied on by the Province to fulfil its obligation to consult in respect of an Application to that Provincial Agency, and
 - (c) the Provincial Responsible Official will inform the relevant Provincial Agency that the Engagement Process ceases to apply to it after the expiry of the notice period and that from that time forward it cannot be relied upon to fulfil the Province's obligation to consult with the Ktunaxa Nation.
- (4) If the KNC, on behalf of the Ktunaxa, or the Province terminates this Agreement, the KNC will pay to the Province any and all unspent funds provided by the Province under this Agreement within 90 days of termination.

GENERAL PROVISIONS

- 17(1) This Agreement will be governed by and construed in accordance with the applicable laws of British Columbia.
- (2) This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- (3) This Agreement does not:

- (a) establish, define, affirm, recognize, abrogate or derogate from any Aboriginal Rights,
 - (b) change or affect the position either Party has, or may have, regarding its jurisdiction, responsibilities or decision-making authority and is not intended to be interpreted in a manner that would affect or unlawfully interfere with any legislative authority or the discretion of any decision-making authority,
 - (c) except as expressly set out herein, limit the position any Party may take in any legal or administrative proceedings or in any discussions, treaty negotiations or other negotiations, or discussions in any other forum,
 - (d) constitute any admission of fact or liability, or
 - (e) prejudice the Aboriginal Rights of the Ktunaxa Nation or the Parties' positions on such rights.
- (4) The commitments and acknowledgements made by the Province in this Agreement regarding the Ktunaxa Nation's Aboriginal Rights are only in respect of the Ktunaxa Area.
- (5) Any reference to a governmental entity includes and is also a reference to any governmental entity that was a predecessor to, or that is a successor to, such entity.
- (6) Nothing in this Agreement limits the ability of the Parties to respond to emergency circumstances.
- (7) Nothing in this Agreement is intended to alter the environmental assessment process under the *Environmental Assessment Act*.
- (8) This Agreement may be executed in counterparts.
- (9) This Agreement and any amendments to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the KNC, on behalf of the Ktunaxa, and by the Province.
- (10) There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- (11) If any part of this Agreement is void or unenforceable at law, it shall be severed from this Agreement and the remainder of the Agreement shall remain in effect and fully enforceable.
- (12) If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement on a replacement for that part with a view to achieving the intent of the Parties as expressed in this Agreement and if no agreement is reached, the Parties may agree to refer the matter to an agreed-to dispute resolution process.

- (13) The recitals and 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.
- (14) In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- (15) The use of the word “including” does not limit the generality of the preceding term or phrase.
- (16) In this Agreement, a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it.
- (17) No term, condition, covenant or other provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- (18) All references in this Agreement to a specific “section,” “subsection” or other subdivision or to an Appendix are to the section, subsection or other subdivision of, or Appendix to, this Agreement.
- (19) This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- (20) Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.
- (21) Where this Agreement contains a reference to a number of days between two events, in calculating the number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.
- (22) The following Appendices and Schedules are attached to and form part of this Agreement:
 - Appendix A The Ktunaxa Area Map
 - Appendix B Engagement Process
 - Schedule 1 Engagement Level Assessment Criteria
 - Appendix C Government-to-Government Forum
 - Appendix D Annual Report
 - Appendix E Participating Provincial Agencies.

TERM

- 18(1)** The term of this Agreement commences on April 1, 2019 and ends on March 31, 2022, unless this Agreement is terminated earlier under section 16.
- (2) The Parties may extend the term of this Agreement and will, at least six months prior to the end date of the term of this Agreement, decide whether to extend this Agreement and for what period.

NOTICE

- 19(1)** If any notice or other communication is required to be given by a Party under this Agreement, it will be made in writing and it will be effectively given by
- (a) personal delivery to the address of the Party set out below, on the date of delivery,
 - (b) pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered,
 - (c) facsimile, to the facsimile number of the Party set out in this Agreement, on the date the facsimile is sent, or
 - (d) electronic mail (email) to the email address of the individual identified by each Party, with the subject line to state “SEA – (topic)”, to receive email notices under this Agreement, on the date the email is sent.
- (2) The address, facsimile numbers and email addresses of the Parties are as follows:
- (a) for the Ktunaxa:
 - Ktunaxa Nation Council
 - Attention: Director, Ktunaxa Land and Resources Agency
 - 7468 Mission Rd
 - Cranbrook BC V1C 7E5
 - Fax Number: (250) 489-2438
 - Email: rwarden@ktunaxa.org
 - (b) for the Province:
 - Ministry of Indigenous Relations and Reconciliation
 - Attention: Regional Manager
 - 205 Industrial Road G
 - Cranbrook BC V1C 7G5
 - Fax Number: (250) 489-8529
 - Email: wayne.giles@gov.bc.ca

- (3) Either the KNC, on behalf of the Ktunaxa, or the Province may, from time to time, give written or email notice to the other of any change of address or facsimile number of the Party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for the purpose of this Agreement, be conclusively deemed to be the address or facsimile number of the Party giving such notice.
- (4) The Parties agree that they will utilize electronic and other methods of communication whenever practicable and appropriate.

IMPLEMENTATION

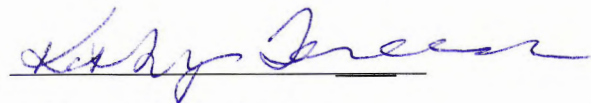
- 20(1) Within 90 days of execution of this Agreement, the Parties will prepare an implementation plan to support their implementation of the Agreement during the term.
- (2) The implementation plan will set out timelines for implementing commitments under this Agreement and will be reviewed and updated by the Responsible Officials on a bi-annual basis.
- (3) The Parties will provide each other with an opportunity to review communications regarding this Agreement prior to making them publicly available.

SIGNED in the presence of

The Ktunaxa Nation Council Society, on its own behalf and on behalf of the Ktunaxa Nation, ʔakisq̓nuk First Nation, ʔaq̓am, Lower Kootenay Indian Band, and Tobacco Plains Indian Band

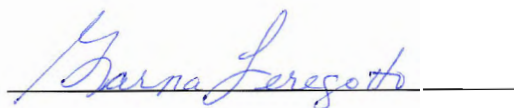
GARNA FEREGOTTO this 27 day

of MARCH, 2019 at



Kathryn Teneese, Chair

Cranbrook BC:



Signature of witness

SIGNED in the presence of

Doug Caul this 29th day

of March, 2019 at

Victoria BC :



Signature of witness

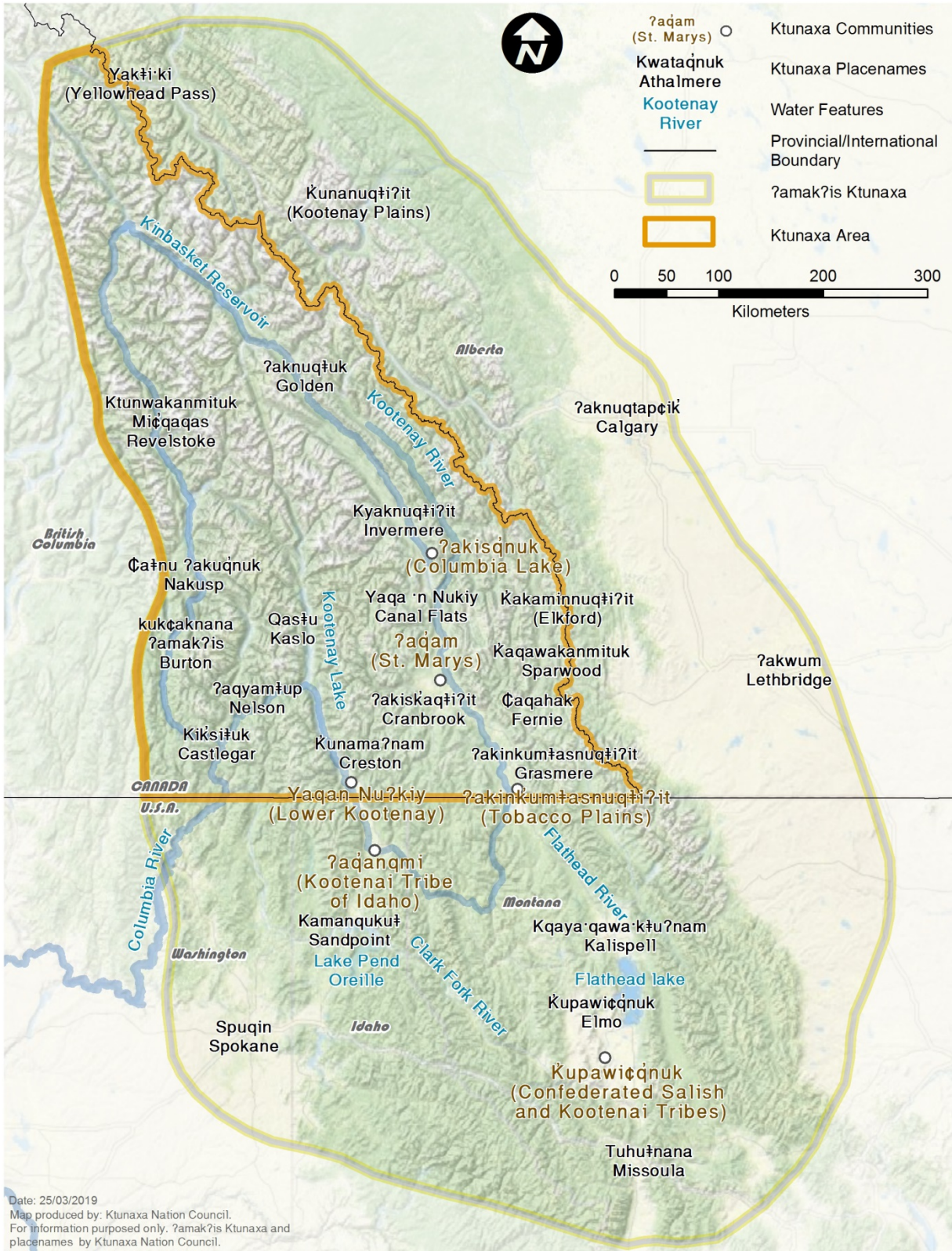
HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH
COLUMBIA, as represented by the
Minister of Indigenous Relations and
Reconciliation



Scott Fraser, Minister

APPENDIX A

MAP



Date: 25/03/2019
 Map produced by: Ktunaxa Nation Council.
 For information purposes only. ?amak?is Ktunaxa and placenames by Ktunaxa Nation Council.

APPENDIX B
ENGAGEMENT PROCESS

GENERAL PROVISIONS

- 1 (1) The Engagement Process is a bilateral process intended to help the Parties achieve a better understanding of their respective interests and the potential impacts that proposed activities may have on those interests.
- (2) The terms used in this Appendix have the same meaning as in the Agreement.
- (3) This Appendix consists of sections 1 to 9 and Schedule 1.
- (4) The Engagement Process may be initiated by any of the following:
 - (a) an Application;
 - (b) a Provincial Engagement Request; or
 - (c) a Ktunaxa Engagement Request.
- (5) Nothing in this Agreement prevents the Parties from engaging prior to receipt of an Application, if they expect that an Application will be received.
- (6) The Parties agree that
 - (a) Engagement Levels 1, 2 and 3 do not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act*,
 - (b) applicable statutes, regulations and common law, including the Crown's duty to consult and accommodate, continue to apply to environmental assessments,
 - (c) this Agreement does not affect or prejudice any Party's position or views on the assessment processes or the Crown's duties in respect of environmental assessments, and
 - (d) where a project is subject to an environmental assessment under the *Environmental Assessment Act*, Engagement Levels 1, 2 and 3 continue to apply to Applications made in connection with that project.
- (7) If a Provincial Decision Maker does not make a decision regarding an Application within six months of the later of:
 - (a) the date the Application was referred to the Ktunaxa Land Sector, or

- (b) if the Ktunaxa Land Sector has provided comments or recommendations on the Application, the date the Provincial Decision Maker received those comments or recommendations,

the Provincial Agency will provide the Ktunaxa Land Sector an opportunity to update any comments or recommendations regarding the Application prior to the Provincial Decision Maker making a decision.

ENGAGEMENT PROCESS INITIATED BY AN APPLICATION

- 2 (1) Upon acceptance of an Application, a Provincial Agency will, in accordance with Schedule 1 of this Appendix including consideration of any agreed upon modifiers, assess the engagement level for the Application.
- (2) After the assessment under subsection (1), or if notified by the Ktunaxa Land Sector under section 3(1) of this Appendix, the Provincial Agency will send an Application Package to the Ktunaxa Land Sector and, if it is determined under this Agreement that the Application should be addressed
 - (a) at Engagement Level 1, the process set out in section 4 of this Appendix will apply,
 - (b) at Engagement Level 2, the process set out in section 5 of this Appendix will apply, or
 - (c) at Engagement Level 3, the process set out in section 6 of this Appendix will apply.
- (3) If a Provincial Agency determines that an Application is the type of Application that the Parties have agreed will be processed in accordance with Engagement Level 0, then section 3 of this Appendix will apply, unless the Ktunaxa have provided a notice under section 3(1) of this Appendix, in which case it will be addressed at Engagement Level 1, 2 or 3.
- (4) All Application Packages provided to the Ktunaxa Land Sector will include the following information:
 - (a) the project name;
 - (b) the name of the Applicant;
 - (c) relevant tracking numbers;
 - (d) where available to the Provincial Agency, relevant background information on the Application and a description of current activities and any known plans associated with the Application;

- (e) where available to the Provincial Agency, comments on or assessments of the Application made by other government agencies;
 - (f) description of the proposed activities and authorizations required;
 - (g) UTM, BC Albers coordinates or a digital survey plan with a GIS compatible digital file, as available, of the proposed activity;
 - (h) maps at a scale of 1:20,000 or other appropriate scale to indicate the location and details of the activity;
 - (i) the Provincial Agency's proposed engagement level as assessed under subsection (1);
 - (j) the Province's description of whether and how agreed upon modifiers, including best management practices, were applied in determining the proposed engagement level;
 - (k) the proposed timeframe for the Ktunaxa Land Sector to submit its comments on the Application; and
 - (l) the Provincial Agency contact name, phone number and email address.
- (5) On the first and third Wednesday of every month, or the next Business Day following a Wednesday that is not a Business Day, the Ktunaxa Land Sector will assess whether
- (a) the Application Packages received prior to those days are complete,
 - (b) the engagement level proposed under subsection (4)(i) is appropriate, and
 - (c) the timeframe proposed under subsection (4)(k) for providing written comments is adequate.
- (6) If the Application Package includes materially inaccurate information or is materially incomplete, the timeframe under subsection (4)(k) for the Ktunaxa Land Sector to submit comments will not begin until the Ktunaxa Land Sector and the Provincial Agency agree that the Application Package is complete and accurate.
- (7) If the Ktunaxa Land Sector determines that the engagement level proposed under subsection (4)(i) is not appropriate, the Ktunaxa Land Sector will
- (a) propose an alternative engagement level,
 - (b) provide its reasons and any additional information in support of the alternative engagement level, and
 - (c) describe whether and how the modifiers set out in Schedule 1 of this Appendix were applied in determining the proposed alternative engagement level.

- (8) If the Parties cannot come to an agreement on an engagement level, the Joint Resources Standing Committee will meet within ten Business Days to determine the engagement level.
- (9) The Parties may agree to change the engagement level during an engagement as new information becomes available and analysis is undertaken by either or both Parties.
- (10) If an Application requires more than one authorization, the Parties will engage at the highest engagement level that is triggered, unless the Parties agree otherwise.
- (11) If the Ktunaxa Land Sector determines that it requires more time to respond to the Application, it will notify the Provincial Agency and the Provincial Agency will either confirm the alternative timeframe or contact the Ktunaxa Land Sector to determine a mutually acceptable timeframe.
- (12) If, at any time before a decision on an Application is made by a Provincial Decision Maker, the Ktunaxa Land Sector changes or reconsiders its position on the Application, it will immediately notify the Provincial Decision Maker.
- (13) Either Party may bring an issue that is beyond the scope of a specific Application to the Joint Resources Standing Committee or the Senior Forum for discussion.
- (14) Notwithstanding subsection (13), engagement on the specific Application will continue in accordance with this Appendix and the outcomes of discussions may inform future engagement on Applications.

APPLICATION ENGAGEMENT LEVEL 0

- 3** (1) If the Ktunaxa Land Sector becomes aware of an Application which would otherwise be processed in accordance with Engagement Level 0, it may request information in respect of the Application and, within 10 Business Days of receiving the information, will notify the Provincial Agency if an Application Package under section 2 of this Appendix is required.
- (2) The Province will provide an Application Package to the Ktunaxa Land Sector if notice is received in accordance with subsection (1), but is otherwise not required to provide an Application Package for an Engagement Level 0 Application.
- (3) The Parties will, in accordance with section 3(1)(h) of Appendix C, attempt to agree on a list of the types of Applications that will be processed at Engagement Level 0.
- (4) Until the Parties have come to an agreement with respect to any categories of Applications under subsection (3),
 - (a) Provincial Agencies are not required to refer Applications that are among the types of Applications that were not being referred to the Ktunaxa Nation or the Ktunaxa Communities as of October 22, 2010,

- (b) Provincial Agencies will, in accordance with section 2(1) of this Appendix, consider whether agreed upon modifiers apply to change the engagement level of Applications described in subsection (a), and
 - (c) this Agreement does not limit the position the Ktunaxa Nation or the Ktunaxa Communities may take in any legal or administrative proceedings regarding the Province's obligation to consult and accommodate the Ktunaxa Nation's Aboriginal Rights in relation to an Application referred to in subsection (a).
- (5) On an annual basis, Provincial Agencies will seek to compile and provide the Joint Resources Standing Committee with the list of decisions made by that Provincial Agency in the previous 12 months without referral to the Ktunaxa Land Sector.

APPLICATION ENGAGEMENT LEVEL 1

- 4** (1) On the second and fourth Wednesday of every month, or the next Business Day following a Wednesday that is not a Business Day, the Ktunaxa Land Sector will notify the Provincial Agency for each new Application Package received from it on or before the previous Wednesday confirming
- (a) whether the Application Package is complete,
 - (b) the proposed timeframe or proposing an alternative timeframe in accordance with section 2(11) of this Appendix,
 - (c) the proposed engagement level or proposing an alternative engagement level, and
 - (d) if the Ktunaxa Land Sector intends to provide written comments respecting Ktunaxa Interests.
- (2) If the Provincial Agency does not receive a notice from the Ktunaxa Land Sector as set out in subsection (1), the Provincial Decision Maker may proceed with the decision and notify the Ktunaxa Land Sector within ten Business Days after the decision has been made.
- (3) If the Ktunaxa Land Sector notifies a Provincial Agency that it will provide written comments, it will provide those comments within the timeframe specified in the Application Package or an agreed upon alternative timeframe.
- (4) If the Ktunaxa Land Sector does not provide written comments within the timeframe specified or the alternative timeframe established under section 2(11) of this Appendix, the Provincial Decision Maker may proceed with the decision and will notify the Ktunaxa Land Sector within ten Business Days after the decision has been made.
- (5) A Provincial Decision Maker will give serious consideration to written comments provided by the Ktunaxa Land Sector when determining whether to approve an Application.

- (6) If a Provincial Decision Maker makes a decision about an Application that he or she believes is consistent with written comments provided under subsection (3), the Provincial Decision Maker will provide, within ten Business Days, written notification of the decision and, if requested by the Ktunaxa Land Sector, identify how the Ktunaxa Land Sector's written comments have been addressed.
- (7) If the Provincial Decision Maker intends to make a decision about an Application that he or she believes is not consistent with the written comments provided under subsection (3), the Provincial Decision Maker, or a senior representative of the Provincial Decision Maker, will notify the Ktunaxa Land Sector of the proposed decision and, if requested, provide a summary of how Ktunaxa Land Sector written comments have been considered.
- (8) If the Ktunaxa Land Sector wishes to meet to discuss the Application, it will notify the Provincial Decision Maker, or its representatives, within ten Business Days after notification under subsection (7).
- (9) If the Ktunaxa Land Sector provides notification under subsection (8), the Ktunaxa Land Sector and Provincial Decision Maker will meet within five Business Days or other time period agreed to by the Parties and, if they agree, may invite the Responsible Officials or their representatives to the meeting.
- (10) If the Ktunaxa Land Sector does not notify the Provincial Decision Maker under subsection (8), then the Provincial Decision Maker may proceed with the decision.
- (11) A Provincial Decision Maker will give serious consideration to the issues raised by the Ktunaxa Land Sector at the meeting under subsection (9) when making a decision about an Application.
- (12) If a decision is not consistent with the comments provided by the Ktunaxa Land Sector under subsection (3) or the issues raised by the Ktunaxa Land Sector at the meeting under subsection (9), the Provincial Decision Maker, or a senior representative of the Provincial Decision Maker, will notify the Ktunaxa Land Sector of the decision and, if requested by the Ktunaxa Land Sector, the Provincial Agency will, within ten Business Days after the decision has been made, identify to the Ktunaxa Land Sector how its written comments were addressed.

APPLICATION ENGAGEMENT LEVEL 2

- 5 (1) On the second and fourth Wednesday of every month, or the next Business Day following a Wednesday that is not a Business Day, the Ktunaxa Land Sector will notify the Provincial Agency for each new Application Package received from it on or before the previous Wednesday confirming
 - (a) whether the Application Package is complete,
 - (b) the proposed timeframe or proposing an alternative timeframe in accordance with section 2(11) of this Appendix,

- (c) the proposed engagement level or proposing an alternative engagement level,
 - (d) if the Ktunaxa Land Sector intends to provide written comments respecting Ktunaxa Interests, and
 - (e) whether it wants to meet to discuss the Application further with the Provincial Agency.
- (2) If the Provincial Agency does not receive a notice as set out in subsection (1) or is notified that the Ktunaxa Land Sector does not intend to provide written comments and does not want to meet to discuss the Application, the Provincial Decision Maker
- (a) may proceed with the decision,
 - (b) will provide, within ten Business Days of making a decision, written notification of the decision, and
 - (c) if requested by the Ktunaxa Land Sector, will identify how Ktunaxa Land Sector comments have been addressed.
- (3) If the Ktunaxa Land Sector notifies a Provincial Agency under subsection (1)(d) that it will provide written comments, it will provide those comments within the timeframe specified in the Application Package, or an agreed upon alternative timeframe.
- (4) If the Ktunaxa Land Sector does not provide written comments within the timeframe specified or the alternative timeframe established under section 2(11) of this Appendix, the Provincial Decision Maker may proceed with the decision and will notify the Ktunaxa Land Sector within ten Business Days after the decision has been made.
- (5) If the Ktunaxa Land Sector requests a meeting under subsection (1)(e) or if a Provincial Agency requests a meeting, the Parties will meet within ten Business Days or other time period agreed to by the Parties to
- (a) discuss the views of both Parties with respect to the Application, including its potential impacts and benefits,
 - (b) consider any issues on which the Parties disagree,
 - (c) assess options to address the differences between the Parties, and
 - (d) where possible, seek consensus on recommendations to the Provincial Decision Maker.
- (6) Within ten Business Days of the conclusion of a meeting under subsection (5), the Provincial Agency and the Ktunaxa Land Sector will inform, either separately or together, the Provincial Decision Maker of the outcome of the meeting and any recommendations about the Application.

- (7) The Provincial Decision Maker will give serious consideration to the written comments provided under subsection (3) and the information and recommendations provided under subsection (6) prior to making a decision about the Application.
- (8) If a Provincial Decision Maker makes a decision about an Application that he or she believes is consistent with the written comments provided under subsection (3) and the recommendations provided under subsection (6), the Provincial Decision Maker, or a senior representative of the Provincial Decision Maker, will provide, within ten Business Days, written notification of the decision and, if requested by the Ktunaxa Land Sector identify how Ktunaxa Land Sector written comments have been addressed.
- (9) If the Provincial Decision Maker intends to make a decision about an Application that he or she believes is not consistent with the written comments provided under subsection (3) and the recommendations provided under subsection (6), the Provincial Decision Maker, or a senior representative of the Provincial Decision Maker, will notify the Ktunaxa Land Sector of the proposed decision and provide a written summary and how the Ktunaxa Land Sector's comments and recommendations have been considered.
- (10) If the Ktunaxa Land Sector wishes to meet to discuss the Application, it will notify the Provincial Decision Maker, or its representatives, within ten Business Days after notification under subsection (9).
- (11) If the Ktunaxa Land Sector provides notification under subsection (10), the Ktunaxa Land Sector and Provincial Decision Maker will meet within five Business Days or other time period agreed to by the Parties and, if they agree, may invite the Responsible Officials or their representatives to the meeting.
- (12) If the Ktunaxa Land Sector does not notify the Provincial Decision Maker under subsection (10), then the Provincial Decision Maker may proceed with the decision.
- (13) The Provincial Decision Maker will give serious consideration to the issues raised by the Ktunaxa Land Sector at a meeting under subsection (11) when making a decision about an Application.
- (14) If a decision is made that is not consistent with the written comments provided under subsection (3), the recommendations provided under subsection (6), or the issues raised by Ktunaxa Land Sector at a meeting under subsection (11), the Provincial Decision Maker will notify the Ktunaxa Land Sector of the decision and, if requested by the Ktunaxa Land Sector , a Provincial Agency will, within ten Business Days after the decision has been made, identify to the Ktunaxa Land Sector how Ktunaxa Land Sector written comments have been addressed.

APPLICATION ENGAGEMENT LEVEL 3

- 6 (1) On the second and fourth Wednesday of every month, or the next Business Day following a Wednesday that is not a Business Day, the Ktunaxa Land Sector will provide a notice to the Provincial Agency for each new Application Package received

from it on or before the previous Wednesday confirming its agreement with the proposed engagement level or proposing an alternative engagement level.

- (2) The Provincial Agency will request that the Joint Resources Forum or a sub-committee established by the Joint Resources Standing Committee meet within 20 Business Days of the Ktunaxa Land Sector receiving an Application Package under subsection (1), or other time period agreed to by the Parties, to
 - (a) discuss the nature and scope of the Application,
 - (b) develop an engagement work plan, and
 - (c) identify topics to be addressed which may include
 - (i) potential impacts on and measures to accommodate the Ktunaxa Nation's Aboriginal Rights,
 - (ii) potential impacts on and measures to address other Ktunaxa Interests,
 - (iii) potential benefits to the Ktunaxa Nation,
 - (iv) a process to negotiate accommodation agreements, and
 - (v) resource revenue-sharing and other benefits, subject to the Parties securing the necessary mandates.
- (3) An engagement work plan prepared under subsection (2) will
 - (a) establish a process and timelines for consultation and completion of an engagement report as set out in subsection (4),
 - (b) consider developing terms of reference for the sub-committee if established, including its duration,
 - (c) propose a schedule for meetings,
 - (d) identify the participating Provincial Agencies,
 - (e) set out how information-sharing between the Applicant and the Ktunaxa Land Sector will be coordinated with the Parties' engagement with respect to other Applications, and
 - (f) identify the resources required, including the financial resources to support the Ktunaxa Nation's participation in the process established under subsection (a).
- (4) As part of the process established under subsection (3)(a), the Parties will prepare, either separately or together, and provide to the Provincial Decision Maker a report that sets out

- (a) the views of both Parties with respect to the Application, including potential impacts and benefits,
 - (b) any issues on which the Parties disagree,
 - (c) an assessment of options to address the differences between the Parties, and
 - (d) recommendations supported by consensus of the Parties and any other recommendations separately made by the Parties about the Application.
- (5) The Provincial Decision Maker will give serious consideration to the information in the report submitted under subsection (4) prior to making a decision about the Application.
- (6) If a Provincial Decision Maker makes a decision about an Application that he or she believes is consistent with the Ktunaxa Land Sector recommendations and consensus recommendations provided under subsection (4)(d), the Provincial Decision Maker, or a senior representative of the Provincial Decision Maker, will provide, within ten Business Days, written notification of the decision and, if requested by the Ktunaxa Land Sector, identify how Ktunaxa Interests raised by the Ktunaxa Land Sector, have been addressed.
- (7) If the Provincial Decision Maker intends to make a decision about an Application that he or she believes is not consistent with the Ktunaxa Land Sector recommendations and consensus recommendations provided under subsection (4)(d), the Provincial Decision Maker, or a senior representative of the Provincial Decision Maker, will notify the Ktunaxa Land Sector of the proposed decision and provide a written summary of how Ktunaxa Land Sector recommendations have been considered.
- (8) If the Ktunaxa Land Sector wishes to meet to discuss the Application, it will notify the Provincial Decision Maker, or its representatives, within ten Business Days after notification under subsection (7).
- (9) If the Ktunaxa Land Sector provides notification under subsection (8), the Ktunaxa Land Sector and Provincial Decision Maker will meet within five Business Days or other time period agreed to by the Parties and, if they agree, may invite the Responsible Officials or their representatives to the meeting.
- (10) If the Ktunaxa Land Sector does not notify the Provincial Decision Maker under subsection (8) or the Parties do not meet under subsection (9), then the Provincial Decision Maker may proceed with the decision.
- (11) The Provincial Decision Maker will give serious consideration to the issues raised by the Ktunaxa Land Sector at a meeting under subsection (9) when making a decision about an Application.
- (12) After a decision is made regarding an Application, the Provincial Decision Maker, or a senior representative of the Provincial Decision Maker, will notify the Ktunaxa Land Sector of the decision and a Provincial Agency will, within ten Business Days after the

decision has been made, identify to the Ktunaxa Land Sector how Ktunaxa Interests raised by the Ktunaxa Land Sector have been addressed.

PRE-ENVIRONMENTAL ASSESSMENT PROCESS

- 7 (1) Subsections (2) to (5) do not apply where the EAO and the KNC have agreed in writing to engage with one another through an alternate arrangement.
- (2) A Responsible Official, on becoming aware of a potential major project that may enter a provincial environmental assessment process or other assessment process, will notify the other Responsible Official of the project as soon as practicable.
- (3) Following notification under subsection (2), the Provincial Responsible Official will provide the following information, if known, to the Ktunaxa Land Sector:
- (a) the name of the proponent, the general location and the nature of the activities proposed;
 - (b) the types of authorizations that may be required for the project; and
 - (c) the Provincial Agencies that may be involved in providing required authorizations for the project.
- (4) Unless the Joint Resources Standing Committee decides it is premature or not required, the Joint Resources Standing Committee will establish a sub-committee following notification under subsection (2) to identify the following:
- (a) potential impacts of the proposed project on the Ktunaxa Nation's Aboriginal Rights;
 - (b) potential impacts on and measures to address other Ktunaxa Interests;
 - (c) potential measures to accommodate impacts;
 - (d) information requirements and measures to support information sharing;
 - (e) the process for transitioning between the environmental assessment process and the Parties' engagement with respect to Applications related to the project; and
 - (f) resources required, including the financial resources to support the Ktunaxa Nation's participation in the processes established under this section 7.
- (5) After a proposed project has entered the environmental assessment process under the *Environmental Assessment Act*, the Joint Resources Standing Committee may, to address the issues set out in subsections (4)(d) and (e) and any other matters outside the mandate of the Environmental Assessment Office as determined by that Office, do the following:
- (a) establish a sub-committee for that project, if one has not already been established under subsection (4);

- (b) direct a sub-committee that has been established under subsection (4) for that project to continue; or
- (c) dissolve a sub-committee that has been established under subsection (4) for that project.

ENGAGEMENT PROCESS INITIATED BY A PROVINCIAL ENGAGEMENT REQUEST

- 8** (1) If the Province identifies an issue related to, or anticipates a decision regarding, land and resources within the Ktunaxa Area that may affect Ktunaxa Interests the Province may provide a Provincial Engagement Request to the Ktunaxa Responsible Official.
- (2) A Provincial Engagement Request will include
- (a) a description of the nature of the issue and relevant background information,
 - (b) the Province's perspective on how the issue may affect Ktunaxa Interests,
 - (c) possible options, if any, that the Province may be considering,
 - (d) the Province's preferred avenue within the Government-to-Government Forum for discussing the issue with the Ktunaxa Nation,
 - (e) proposed timelines, and
 - (f) relevant contact information.
- (3) Upon receipt of a Provincial Engagement Request, the Ktunaxa Responsible Official, or designate, will contact the Provincial Responsible Official and arrange, through the Joint Resources Standing Committee or other means, to have the appropriate representatives of the Parties meet within 20 Business Days, or as otherwise agreed by the Parties, to discuss the Provincial Engagement Request and determine the most appropriate means to
- (a) share information on the nature of the Provincial Engagement Request,
 - (b) determine potential impacts and benefits to the Parties, and
 - (c) determine the most effective and efficient means to implement the Provincial Engagement Request.
- (4) For greater clarity, issues that may be addressed under this section 8 include the following:
- (a) new policy or changes to existing policy, legislation, regulation or other initiatives that may affect land and resources in the Ktunaxa Area,
 - (b) new policy or changes to existing policy, legislation, regulation or other initiatives regarding First Nations, including shared decision-making, resource and benefit

sharing, changes to boundaries and the descriptions used in the Province's Consultative Area Database that fall within the Ktunaxa Area, and environmental assessment,

- (c) changes to a Provincial Agency's organizational structure or resources that may affect its participation in this Agreement, and
- (d) processes or potential decisions of a substantive nature, other than in relation to Applications, including land use planning, land designations, changes to land use, protected areas, land dispositions under the *Land Act*, changes to existing boundaries, Crown land alienation, Crown land sales, and disposition of Crown reserves of petroleum and natural gas.

ENGAGEMENT PROCESS INITIATED BY A KTUNAXA ENGAGEMENT REQUEST

- 9 (1) The Ktunaxa Responsible Official may initiate an engagement with the Province to address issues related to land and resources in the Ktunaxa Area, including those issues identified in section 8(4) of this Appendix, by providing a Ktunaxa Engagement Request to the Provincial Responsible Official.
- (2) A Ktunaxa Engagement Request will include:
- (a) a description of the nature of the issue and relevant background information,
 - (b) the Ktunaxa Nation's perspective on how the issue may affect Ktunaxa Interests,
 - (c) possible options, if any, to address the issues raised in the Ktunaxa Engagement Request,
 - (d) the Ktunaxa Nation's preferred avenue within the Government-to-Government Forum for discussing the issue with the Province,
 - (e) proposed timelines, and
 - (f) relevant contact information.
- (3) Upon receipt of a Ktunaxa Engagement Request, the Provincial Responsible Official, or designate, will contact the Ktunaxa Responsible Official and arrange, through the Joint Resources Standing Committee or other means, to have the appropriate representatives of the Parties meet within 20 Business Days, or as otherwise agreed by the Parties, to discuss the Ktunaxa Engagement Request and determine the most appropriate means to
- (a) share information on the nature of the Ktunaxa Engagement Request,
 - (b) determine the potential impacts and benefits to the Parties, and
 - (c) determine the most effective and efficient means to implement the Ktunaxa Engagement Request.

SCHEDULE 1
ENGAGEMENT LEVEL ASSESSMENT CRITERIA

OVERVIEW

This Schedule provides guidance to Provincial Agencies for proposing an initial engagement level for the Parties to assess the potential impacts of a proposed Application on the Ktunaxa Nation's Aboriginal Rights and may also be used to identify the appropriate engagement level for assessing impacts to other known Ktunaxa Interests.

Under the Engagement Process, the Province will assign a proposed engagement level which will, except in the case of Engagement Level 0 Applications, be referred to the Ktunaxa Land Sector for review and confirmation.

It is anticipated that the Parties will revise the assessment tools and resulting accuracy of establishing engagement levels over time based on their collaborative experience in working with this Schedule.

The Parties agree that this Schedule is based on the following understandings:

- (a) the Province has a legal duty to consult with the Ktunaxa Nation regarding impacts to the Ktunaxa Nation's Aboriginal Rights;
- (b) this Schedule is intended to facilitate a joint learning process and may be amended to take into account what the Parties have learned;
- (c) the Ktunaxa Land Sector is best able to describe potential impacts to Ktunaxa Interests;
- (d) sample Applications in Table 1 are provided for guidance only and will be further refined by the Parties as experience is gained;
- (e) it is possible that an activity can frequently be determined to require a low engagement level, however, in a particular instance, that activity may require a higher engagement level due to the values at a specific site;
- (f) potential cumulative impacts may increase the engagement level; and
- (g) new information may warrant a change in the engagement level.

ENGAGEMENT LEVEL ASSIGNMENT PROCEDURE

Subject to the general understandings outlined above, the Parties will use the following procedure to assign or determine proposed engagement levels (Levels 0 – 3) for an Application:

STEP 1: Refer to Table 1 (Engagement Level Assessment Criteria) to assign a proposed engagement level, or adjust or confirm that level by assessing available information about the Application and its potential to impact the Ktunaxa Nation’s Aboriginal Rights.

Table 1 provides sample Applications that may fit one of the described engagement levels. This table may be further refined by the Parties as experience is gained.

STEP 2: Refer to any modifiers agreed to under section 3(1)(e) of Appendix C, including best management practices, to identify where the initial determination of an engagement level may be appropriately moved up or down.

ENGAGEMENT LEVELS:

- 0 **NO ENGAGEMENT** – No engagement is required, other than providing an annual list of Applications under section 3(5) of Appendix B.
- 1 **LOW** – Very limited engagement and no additional research is required to assess the potential impacts.
- 2 **NORMAL** – More focused engagement and additional research is required to assess the potential impacts.
- 3 **DEEP** – Will require significant collaborative evaluation to design an effective process for the Parties.

TABLE 1: ENGAGEMENT LEVEL ASSESSMENT CRITERIA		
ENGAGEMENT LEVEL	NATURE AND POTENTIAL IMPACTS OF PROPOSED ACTIVITY	SAMPLE APPLICATIONS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY
0 (no engagement)	<ul style="list-style-type: none"> • Negligible potential impact • To be developed during implementation of section 3(1)(h) of Appendix C 	<ul style="list-style-type: none"> • List of types of Applications to be developed during implementation of section 3(3) of Appendix B and sections 3(1)(h) of Appendix C • Until the Parties have come to an agreement with respect to the types of Applications that will be processed at Engagement Level 0, Provincial Agencies are not required to refer Applications that are among the types of Applications that were not being referred to the Ktunaxa Nation or the Ktunaxa Communities as of October 22, 2010
1 (Low)	<ul style="list-style-type: none"> • Typically small-scale activity • Located in an area of low archaeological potential, i.e., areas where archaeological sites are not likely to be present • Short-term or seasonal • Little or no ground disturbance • Little, no, or temporary impacts on fish and wildlife habitat • Little, no, or temporary impacts on water quality and quantity 	<ul style="list-style-type: none"> • Tenure replacements and renewals, no significant changes • Minor amendments of operational plans • Special use permits • Modifications to existing recreational sites and trails • Land tenure in already disturbed area • Permits under Forest Stewardship Plans, Range Stewardship Plans, Woodlot Licence Plans and Community Forest Agreement Management Plans • <i>Forest and Range Practices Act</i> designation of a community watershed • New Notice of Work under the <i>Mines Act</i> with a total disturbance area of less than half a hectare

TABLE 1: ENGAGEMENT LEVEL ASSESSMENT CRITERIA		
ENGAGEMENT LEVEL	NATURE AND POTENTIAL IMPACTS OF PROPOSED ACTIVITY	SAMPLE APPLICATIONS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY
2 (Normal)	<ul style="list-style-type: none"> • Typically mid-scale activity • Located in an area where archaeological sites or Ktunaxa cultural heritage sites are known or where archaeological sites are likely to be present • Short to moderate term • Moderate ground disturbance • Minimal or moderate impacts on fish and wildlife habitat, including rare and endangered species • Moderate impacts on water quality and quantity • Smaller scale Crown land alienation 	<ul style="list-style-type: none"> • New roads in watersheds that are already accessible • Operational plans, e.g., forest and range stewardship plan • <i>Land Act</i>, subdivision development approvals • Land tenure (e.g. communication site) in undisturbed area • New Notice of Work under the <i>Mines Act</i> with a total disturbance area of a half hectare or more
3 (Deep)	<ul style="list-style-type: none"> • Typically large-scale activity, i.e., major projects that are not currently undergoing a review under the <i>Environmental Assessment Act</i> • Large-scale Crown land alienation • Located in an area where there is the potential for high impacts to known/likely archaeological sites or Ktunaxa cultural heritage sites • Effects or activity persists over long term • Extensive or intensive ground disturbance • Significant impacts on fish and wildlife habitat, including rare and endangered species • Significant impacts on water quality and quantity • New access into large undeveloped wilderness areas 	<ul style="list-style-type: none"> • New resort applications • New replaceable forestry tenures • Water licenses associated with hydro-electric energy production • Major projects that are not currently undergoing a review under the <i>Environmental Assessment Act</i>

**TABLE 2: MODIFIER CRITERIA
(APPLICABLE WHEN CONFIRMED BY THE JOINT RESOURCES STANDING COMMITTEE
UNDER SECTION 3(1)(e) OF APPENDIX C)**

UP MODIFIERS	DOWN MODIFIERS
<ul style="list-style-type: none"> • if Ktunaxa have expressed dissatisfaction with higher level decision or plan • if there are known areas of Ktunaxa interest/significance – e.g. cultural, sustenance • if there are known areas of archaeological potential • if there are cumulative effects that may have a significant impact on Ktunaxa Interests • if there are species at high risk and high level of habitat sensitivity • if there are significant data gaps required to be addressed to assess major decision 	<ul style="list-style-type: none"> • if best management practices are in place • if higher level decision, plan or agreement including agreements with proponents are in place • if cumulative effects strategy is in place • if reclamation or mitigation plans applicable to an Application are in place

APPENDIX C

GOVERNMENT-TO-GOVERNMENT FORUM

GENERAL

- 1 (1) The Government-to-Government Forum is comprised of a Senior Forum and four Standing Committees to:
 - (a) address issues brought forward by the Parties in the Engagement Process set out in Appendix B,
 - (b) resolve operational, administrative, strategic and regional issues that are of interest to either or both of the Parties,
 - (c) support the work by the Parties towards redefining their relationship in the context of implementing the UN Declaration, the Calls to Action of the Truth and Reconciliation Commission, and the Supreme Court of Canada's decision in *Tsilhqot'in Nation*,
 - (d) explore economic access opportunities arising from land and resources in the Ktunaxa Area,
 - (e) support discussions regarding sustainable use of land and resources,
 - (f) ensure that the spirit and intent of existing agreements between the Parties continue to be respected and implemented,
 - (g) determine how subsequent agreements or initiatives may be developed and appended to this Agreement, or linked to other agreements between the Parties,
 - (h) develop mechanisms and tools as required, and
 - (i) resolve disputes and address other matters agreed to by the Parties.
- (2) The Parties will ensure that their respective representatives have the appropriate authority and mandate to engage on the issues in a substantive manner.

SENIOR FORUM

- 2 (1) The Senior Forum will meet annually in accordance with section 14, or as otherwise agreed to by the Parties, and is responsible for the following:
 - (a) addressing disputes between the Parties in accordance with this Agreement,
 - (b) addressing disputes between the Parties in accordance with the ECDA,

- (c) sharing information and reviewing the implementation and operation of this Agreement in accordance with sections 14(5) and (6),
 - (d) oversight and management of the Standing Committees,
 - (e) addressing Provincial Engagement Requests and Ktunaxa Engagement Requests that are forwarded to the Senior Forum by the Joint Resources Standing Committee,
 - (f) be the primary forum for the Parties to
 - (i) discuss any issues forwarded to it by any of the Standing Committees, and
 - (ii) facilitate strategic and political-level discussions on an as needed basis on issues covered by this Agreement.
- (2) The Senior Forum will be co-chaired by senior level representatives of each of the Parties with the appropriate level of authority.
- (3) The Co-Chairs will determine the appropriate representatives of the Parties and seek to ensure they attend Senior Forum meetings as required and, in determining the appropriate representatives, will consider
- (a) the purpose of the Senior Forum meeting,
 - (b) the subjects being addressed, and
 - (c) the nature of the matter being addressed.
- (4) The Senior Forum may establish sub-committees to assist in carrying out the work of the Senior Forum.
- (5) The Senior Forum may suspend and reactivate any committee established under this Agreement.
- (6) The Parties may agree to restructure any of the four Standing Committees such that they operate under another agreement between the Parties and reflect such restructuring by amending this Agreement in accordance with section 13.
- (7) The Parties agree to establish the following four Standing Committees of the Senior Forum:
- (a) Joint Resources Standing Committee;
 - (b) Resource Revenue and Benefit Sharing Standing Committee;
 - (c) Intergovernmental Standing Committee; and
 - (d) Collaborative Stewardship Standing Committee.

JOINT RESOURCES STANDING COMMITTEE

- 3 (1) The Joint Resources Standing Committee will meet monthly, or as otherwise agreed to by the Parties, and is responsible for the following:

Implementation and Evaluation

- (a) addressing and overseeing the implementation and day-to-day operation of this Agreement in accordance with section 14,
- (b) agreeing on what will be required in the Annual Report referred to in Appendix D,

Engagement Process

- (c) addressing engagements in accordance with Appendix B, including any amendment of the Engagement Process that is agreed to by the Parties in accordance with section 6(5),
- (d) as required, developing a process to engage on projects with existing authorizations, or projects with multiple Applications,
- (e) seeking agreement on Table 2 (modifier criteria) of Schedule 1 of Appendix B, including best management practices for the purposes of this Agreement,
- (f) addressing concerns respecting the application of Table 2 (modifier criteria) of Schedule 1 of Appendix B, including best management practices,
- (g) receiving and undertaking preliminary reviews of Provincial Engagement Requests and Ktunaxa Engagement Requests to jointly determine the most appropriate means to address them, including forwarding them to the Senior Forum or other Standing Committees under this Agreement,
- (h) reviewing and agreeing on a list of the types of Applications that are to be addressed at Engagement Level 0, including the addition or removal of types of Applications to be addressed at Engagement Level 0, and making recommendations to the Joint Resources Standing Committee,
- (i) fostering coordinated collaborative management relationships on topics of common interest to the Parties, on an as needed basis, including the following:
 - (i) fish and wildlife, through a sub-committee that continues in the same form and with the same functions as the Ktunaxa Fish and Wildlife Management Committee established under the Memorandum of Understanding (MOU) to Establish an Effective Government-to-Government Working Relationship for the Management of Fish and Wildlife, February 2005,
 - (ii) parks and protected areas, through a sub-committee that continues in the same form and with the same functions as the Ktunaxa-British Columbia Provincial Parks Management Committee established under the

Memorandum of Understanding (MOU) to Establish an Effective Government-to-Government Working Relationship for the Management of Provincial Parks, February 2005,

- (iii) archaeological and First Nations heritage resources, through a sub-committee in the same form and with the same functions as the Archaeological Resources Management Committee which was to be established under the Memorandum of Understanding to Establish an Effective Government-to-Government Working Relationship for the Management of Archaeological Resources,
 - (iv) energy, subsurface and petroleum resources,
 - (v) forest and range resources,
 - (vi) land and water use planning; and
 - (vii) potential impacts to Ktunaxa Interests resulting from land and resource development that is subject to approval by Provincial Agencies on private land; and
- (j) engaging in discussions respecting Crown corporations, commissions or third parties that may be responsible for aspects of consultation and accommodation.
- (2) The Joint Resources Standing Committee may establish sub-committees to
- (a) fulfil any of its responsibilities,
 - (b) foster coordinated collaborative management relationships on topics of common interest to the parties that are not within the mandate of the Collaborative Stewardship Standing Committee, and
 - (c) address specific Applications under section 6(2) or 7(3) of Appendix B.
- (3) The Joint Resources Standing Committee will fulfill its obligations set out in sections 14(2), (3) and (4).

RESOURCE REVENUE AND BENEFIT SHARING STANDING COMMITTEE

- 4 (1) The Resource-Revenue and Benefit Sharing Standing Committee will meet monthly, or as otherwise agreed, to
- (a) monitor implementation of resource revenue and benefit sharing arrangements between the parties,
 - (b) address disputes referred to it under the ECDA,
 - (c) facilitate the Parties entering into negotiations and attempting to conclude resource-revenue and benefit sharing agreements, subject to the Parties securing their respective mandates,

- (d) exchange perspectives and develop recommendations for consideration by the Parties on how to address the Ktunaxa Nation's interest in achieving greater access to economic opportunities associated with natural resource development within the Ktunaxa Area, including appropriate linkages to a potential post-treaty environment, and
- (e) fulfill its obligations set out in sections 14(2) and (3).

INTERGOVERNMENTAL STANDING COMMITTEE

- 5 (1) The Intergovernmental Standing Committee will meet monthly, or as otherwise agreed by the Parties to:
- (a) explore new approaches to decision making, including shared decision making and consent-based decision making in the context of UN Declaration, the Truth and Reconciliation Commission's Calls to action and the Supreme Court of Canada's decision in *Tsilhqot'in Nation*,
 - (b) explore how the Parties can work together to help further the Province's commitment to implement UN Declaration, the Calls to Action of the Truth and Reconciliation Commission, and the Supreme Court of Canada's decision in *Tsilhqot'in Nation* and its Draft Principles,
 - (c) identify mechanisms for KNC to participate in Provincial level policy and legislative reviews and initiatives, including any provincial process that may be established to review and amend provincial laws, regulations and policies to ensure alignment with the UN Declaration,
 - (d) foster cultural learning and education between Parties,
 - (e) create an environment for the Parties to explore potential linkages to each of the Parties' policy and legislative initiatives,
 - (f) liaise and ensure integration and alignment of activities, negotiations, initiatives between the Parties,
 - (g) establish sub-committees to undertake specific initiatives associated with agreement implementation,
 - (h) undertake any other jointly-agreed activities, and
 - (i) fulfill its obligations set out in sections 14(2) and (3).

COLLABORATIVE STEWARDSHIP STANDING COMMITTEE

- 6 (1) The Collaborative Stewardship Standing Committee will meet monthly, or as otherwise agreed to by the Parties to,
- (a) exchange perspectives on, and explore models for, shared decision-making in the context of land stewardship,

- (b) ensure relevant land stewardship linkages with the work of the Intergovernmental Standing Committee,
- (c) support the effective development and implementation of the intent and objectives of the Ktunaxa Nation-BC collaborative stewardship initiative that is currently under development between the Parties, and
- (d) fulfill its obligations set out in sections 14(2) and (3).

APPENDIX D
ANNUAL REPORT

(SUBMITTED WITHIN 14 BUSINESS DAYS AFTER THE PREVIOUS FISCAL YEAR END)

Agreement Requirement	Expenditures For The Year	Measurement Criteria	Specific Outcomes For The Year
KNC participation in the Government-to-Government (G2G) forums	\$	# of meetings/conference calls of the G2G forums # of Engagement Requests initiated	
KNC participation in the Engagement Process	\$	Total # of referrals received # referrals responded to by engagement level	
Total	\$		

APPENDIX E
PARTICIPATING PROVINCIAL AGENCIES

Divisions and branches of the following provincial ministries have statutory authority with respect to land and resource matters on behalf of the Province and are subject to the terms and conditions of this Agreement:

Ministry of Indigenous Relations and Reconciliation

Ministry of Agriculture

Ministry of Energy, Mines and Petroleum Resources

Ministry of Environment and Climate Change Strategy

Ministry of Forests, Lands, Natural Resource Operations and Rural Development,
including BC Timber Sales

Ministry of Transportation and Infrastructure