

Nanwakolas Reconciliation Protocol Tracking Table

Title	Amendment Date	Nature of Amendment
Nanwakolas Reconciliation Protocol Amending Agreement, 2016	<u>May 2, 2016</u>	<ul style="list-style-type: none"> • Addition of Wei Wai Kum First Nation • Updated Forestry Schedule • Withdrawal of Gwa'sala-'Nakwaxda'xw First Nation effective April 4, 2016
Nanwakolas Reconciliation Protocol Amending Agreement, Spring 2015	May 14 2015	<ul style="list-style-type: none"> • 5 year funding extension
Nanwakolas Reconciliation Protocol Amending Agreement, February 2015	February 19 2015	<ul style="list-style-type: none"> • 2014/15 funding extension
Nanwakolas Reconciliation Protocol Amending Agreement	November 28, 2011	<ul style="list-style-type: none"> • Updated forestry schedule
Nanwakolas Reconciliation Protocol	July 29, 2011	Signatory First Nations: Mamalilikulla-Qwe'qwa'sot'em First Nation Tlowitsis First Nation Da'naxda'xw Awaetlala Nation Gwa'sala-'Nakwaxda'xw First Nation K'omoks First Nation

**2016 Amending Agreement of the
Nanwakolas Reconciliation Protocol**

Dated for Reference: _____ May 2 , 2016

BETWEEN

**MAMALILIKULLA-QWE'QWA'SOT'EM FIRST NATION
TLOWITSIS FIRST NATION
DA'NAXDA'XW AWAETLALA NATION
K'ÓMOKS FIRST NATION
WEI WAI KUM FIRST NATION**

(Each a “First Nation” and collectively the “Nanwakolas First Nations”)

AND

THE PROVINCE OF BRITISH COLUMBIA

(The “Province”)

As represented by the

Minister of Aboriginal Relations and Reconciliation and
Minister of Forests, Lands and Natural Resource Operations

AND

THE NANWAKOLAS COUNCIL SOCIETY

(The “Nanwakolas Council”)

Collectively referred to as the “Parties”

WHEREAS

- A. The Mamalilikulla-Qwe'Qwa'Sot'Em First Nation, Tlowitsis First Nation, Da'naxda'xw Awaetlala First Nation, Gwa'sala-'Nakwaxda'xw First Nation, K'ómoks First Nation, the N^{an}wak^olas Council and the Province have entered into the N^{an}wak^olas Reconciliation Protocol (the "Protocol") dated July 29, 2011, as amended by the amending agreements dated November 28, 2011, February 2015 and May 14, 2015, all of which are attached to this Amending Agreement of the N^{an}wak^olas Reconciliation Protocol 2016 ("2016 Amending Agreement") as Appendix 2.
- B. Section 15.2 of the Protocol provides that the Parties may jointly agree in writing to accept other First Nations or Provincial Agencies to sign on to the Protocol.
- C. The Parties wish to include the Wei Wai Kum First Nation as a Party to the Protocol.
- D. Section 16.4 of the Protocol provides for the withdrawal from the Protocol by an individual N^{an}wak^olas First Nation by providing forty-five (45) business days written notice stating the reasons for withdrawal.
- E. The Gwa'sala-'Nakwaxda'xw First Nation has provided notice of withdrawal to the Province, the N^{an}wak^olas Council and the N^{an}wak^olas First Nations, by way of letter dated January 27, 2016 and supporting Band Council Resolution dated January 26, 2016.
- F. The Parties wish to replace the map in Appendix A (Traditional Territories of the N^{an}wak^olas Council First Nations) of the Protocol with a new map that includes the territory of the Wei Wai Kum First Nation and omits the territory of the Gwa'sala-'Nakwaxda'xw First Nation.
- G. The Parties wish to replace Section 1 (Forestry) of Schedule B of the Protocol.
- H. In recognition of the fact that the federal government is responsible for regulating shellfish aquaculture, the Parties wish to amend the Protocol to exclude reference to shellfish aquaculture.
- I. The Parties wish to acknowledge the removal of commitments in the Protocol respecting the development of a Clean and Renewable Energy Action Plan.

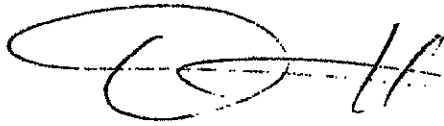
THEREFORE, the Parties agree as follows:

- 1.0 The Province, the Nanwakolas Council, Mamalilikulla-Qwe'Qwa'Sot'Em First Nation, Tlowitsis First Nation, Da'naxda'xw Awaetlala First Nation and K'ómoks First Nation accept the Wei Wai Kum First Nation signing on to the Protocol and the Parties agree that the Wei Wai Kum First Nation will become a Party to the Protocol on the day this **2016 Amending Agreement** takes effect.
- 2.0 The Parties acknowledge the withdrawal of Gwa'sala-'Nakwaxda'xw First Nation from the Protocol, effective April 4, 2016.
- 3.0 Section 10.2 of the Protocol is amended by deleting the words “strategies, including a shellfish aquaculture strategy” and substituting the word “strategies”.
- 4.0 Section 10.1 and Schedule C of the Protocol are deleted.
- 5.0 Schedule B of the Protocol is amended by deleting in its entirety Section 1 (Forestry), which for greater certainty includes paragraphs 1.1 through 9.1 as well as the map shown as Figure 1, and replacing it with Section 1 (Forestry) included as Appendix 1 to this **2016 Amending Agreement**.
- 6.0 The Protocol is amended by deleting the map attached as Appendix A to the Protocol and replacing it with the map attached as Appendix A to this **2016 Amending Agreement**.
- 7.0 This **2016 Amending Agreement** may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one **2016 Amending Agreement**.
- 8.0 This **2016 Amending Agreement** will take effect on the last date that it is signed by all the Parties.

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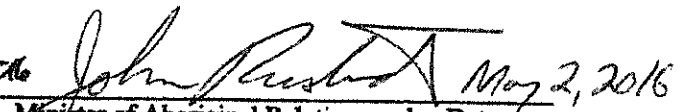
9.0 Except as expressly amended by this Amending Agreement 2016, the Parties confirm that the Protocol, as amended, and this Amending Agreement 2016 shall be read and construed as one document.

Signed on behalf of the Parties:



Nanwakolas Council Society,
Dallas Smith, President

Apr. 14 2016
Date



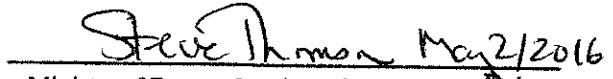
Minister of Aboriginal Relations and
Reconciliation, John Rustad

May 2, 2016
Date



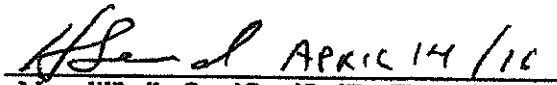
K'omoks First Nation
Robert Everson, Chief Councillor

April 14 2016
Date



Minister of Forests, Lands, and
Natural Resource Operations,
Steve Thomson

May 2/2016
Date



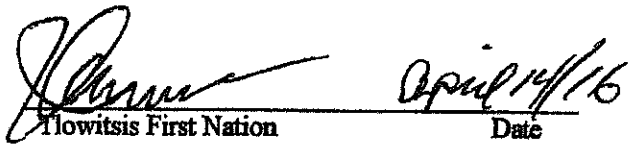
APR 14 / 16
Date

Mamalikulla-Qwe'Qwa'Sot'Em First
Nation
Harold Sewid, Hereditary Chief



Da'axda'xw Awaetlala First Nation
William Glendale, Chief Councillor

Date



April 14 / 16
Date

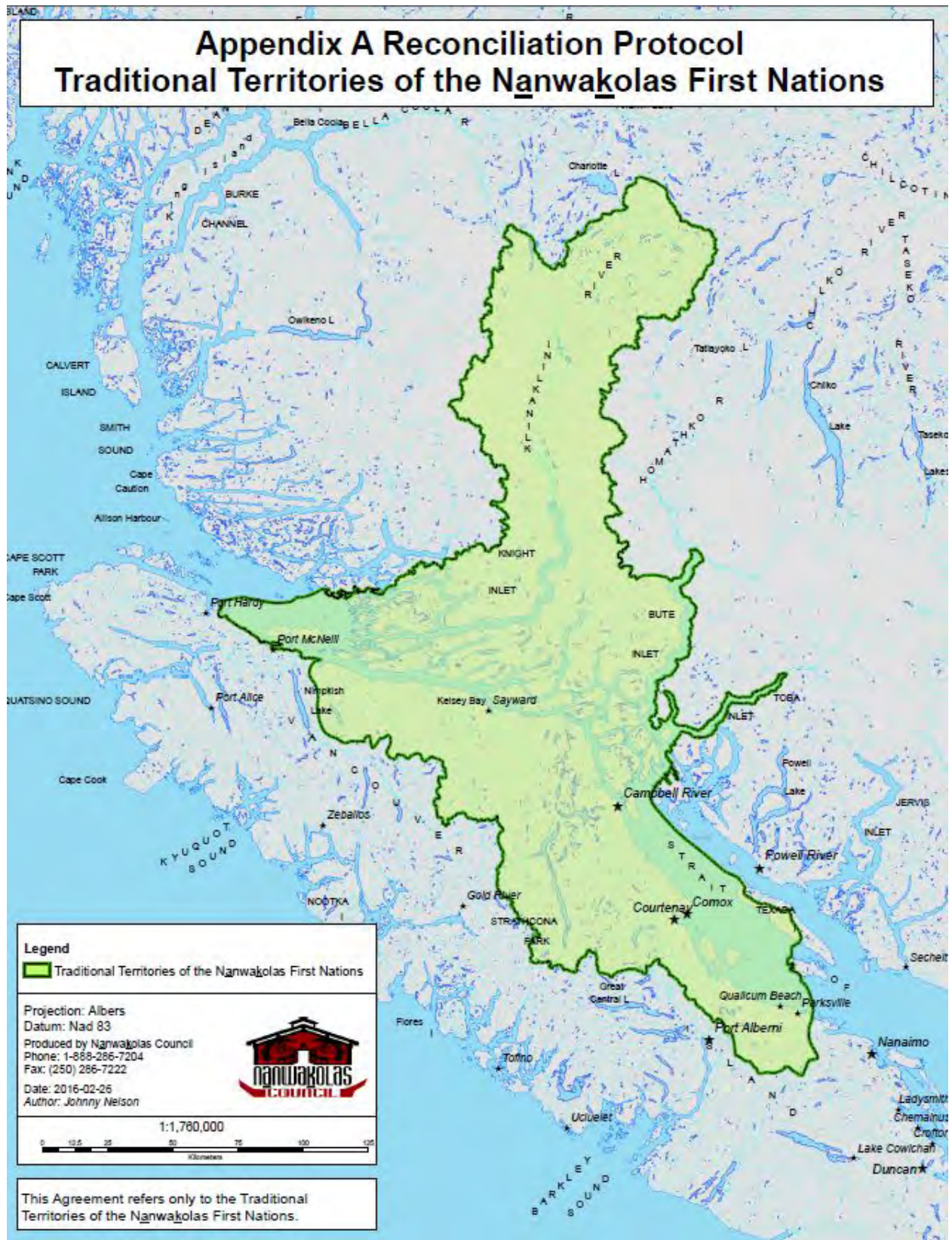
Howitsis First Nation
John Smith, Chief Councillor



APR 14 / 16
Date

Wei Wai Kum First Nation
Robert Pollard, Chief Councillor

Appendix A Reconciliation Protocol Traditional Territories of the Nanwakolas First Nations



Appendix 1

1. Forestry

1.1 Forestry Working Group

- 1.1.1 The Parties have established a forestry working group comprised of senior representatives from the Nanwakolas Council, the Ministry of Forests, Lands and Natural Resource Operations (“FLNR”) and the Ministry of Aboriginal Relations and Reconciliation (“MARR”) that will be responsible for implementation of the commitments set out in paragraphs 1.3 to 1.7.5 of this Schedule.
- 1.1.2 Representatives from the major forest licensees will be invited to participate as required in the forestry working group’s discussions.

1.2 Socio-economic Forestry Objectives for the Nanwakolas First Nations

- 1.2.1 The Parties share the following socio-economic objectives for the Nanwakolas First Nations, collectively and individually:
- (a) to share in economic development initiatives within the Traditional Territories of the Nanwakolas First Nations that facilitate, over time, the individual members of the Nanwakolas First Nations obtaining a quality of life that is equal to or better than the national Canadian average;
 - (b) to become, to the fullest extent possible, full partners with the Province in the forest sector within the Traditional Territories, which includes, but is not limited to, participating in opportunities in respect of shared decision-making, forest tenures and revenue sharing;
 - (c) to develop significant involvement with the forest industry operating within the Traditional Territories, through the development of measures that will facilitate new relationships with industry;
 - (d) to significantly increase employment opportunities in the forest industry, over time, for Nanwakolas First Nations members, within the Traditional Territories; and
 - (e) to consider the value of forest resource development in the Traditional Territories when developing appropriate strategies for full Nanwakolas First Nations participation in the management and operation of the forest resource sector in the Traditional Territories.

1.3 General Provisions Governing Forest Tenure Opportunities in British Columbia

- 1.3.1 The following applies in respect of forest tenure opportunities:

- (a) Non-replaceable volume tenures, including licenses, previously offered to Nānwakolas First Nations under the original Forest and Range Agreement (“FRA”) or Forest and Range Opportunity Agreement (“FRO”) programs remain open for acceptance during the term of the licence documents.
 - (b) Where the licence documents referred to in paragraph (a) have not been signed, each First Nation is expected to sign the licence documents within one year of this Section 1 (Forestry) of Schedule B becoming effective.
 - (c) Existing licences that have been signed and issued to the Nānwakolas First Nations are subject to the term of the licence documents.
 - (d) Where authorized under legislation, the Minister of Forests, Lands and Natural Resource Operations will consider extending the term of the licences to give the Nānwakolas First Nations sufficient time to harvest the previously-awarded volumes.
- 1.3.2 FLNR staff will work directly with each Nānwakolas First Nation, as soon as reasonably possible, to identify operating areas for unplaced FRA/FRO licences and for all Nānwakolas First Nations’ tenures, that are, to the extent possible, located in any preferred economic zones that have been identified by the Nānwakolas First Nations in the Traditional Territories. Identification of operating areas will consider the economics of the potential areas and the spirit and intent of the Protocol.
- 1.3.3 Prior to completing the work in 1.3.2, FLNR staff will consider government market pricing objectives, and the interests of other affected licensees in the management unit, including First Nation licensees not party to this Protocol, to achieve, to the extent possible, fair and equitable chart/tenure area distributions that reflect economic challenges associated with small new entrants.
- 1.3.4 In carrying out 1.3.2 and 1.3.3, the Parties will seek to avoid compensation obligations for the Province.
- 1.3.5 From time to time, the Parties will discuss future opportunities for Nānwakolas First Nations to access additional volume. Where Nānwakolas First Nations express an interest in purchasing or acquiring additional replaceable volume from other forest licence holders, FLNR staff will work with Nānwakolas First Nations to facilitate such transfers, where possible and in accordance with applicable legislation.

1.4 Direct Award Replaceable Tenure

- 1.4.1 The N^{an}w^{ak}o^{las} First Nations, collectively or individually, may request, and the Minister of Forests, Lands and Natural Resource Operations, where authorized, may consider converting direct-award replaceable tenures agreed to under the Forestry Schedule as it existed November 28, 2011, to area-based tenures.

1.5 Direct-Award Non-Replaceable Tenure

- 1.5.1 To support the N^{an}w^{ak}o^{las} First Nations' goal of securing additional volume, after issuance of tenure opportunities as outlined in sections 4.1 and 5.2 of Section 1 (Forestry) of Schedule B to the Reconciliation Protocol as it existed November 28, 2011, the Minister of Forests, Lands and Natural Resource Operations will consider additional non-replaceable tenure opportunities, for each five year period, from unused volume:
- (a) consistent with sections 1.3.2 and 1.3.3, where feasible operating areas can be identified; and
 - (b) where unused volume is available in economic zones or areas of interest of the First Nations and management units.

1.6 Transformative Change Accord Progress Indicators

- 1.6.1 The Province and the N^{an}w^{ak}o^{las} Council will assess annual progress in:
- (a) increasing N^{an}w^{ak}o^{las} First Nations employment opportunities in the forest industry; and
 - (b) implementing shared decision-making.

1.7 Certainty, Stability and Revenue Sharing (Forestry)

- 1.7.1 The Parties agree they have a shared interest in discussing and seeking to establish measures designed to enhance certainty and stability for ongoing and future forestry operations that mutually benefit N^{an}w^{ak}o^{las} First Nations, the Province and the forest sector.
- 1.7.2 The Parties agree there is value in seeking to identify and develop the measures identified in section 1.7.1 through collaborative discussions involving forest sector representatives.
- 1.7.3 The Parties agree the topics to be collaboratively discussed in relation to certainty and stability include, but are not limited to the following:
- (a) Mechanisms to increase the effectiveness and efficiency of the current information sharing arrangements between N^{an}w^{ak}o^{las} First Nations and forest licensees;

- (b) Mechanisms to increase the effectiveness and efficiency of the current engagement process within the *Nanwakolas/British Columbia Framework Agreement (2009)*, as amended from time to time, as it applies to authorizations in respect of the forest industry, including mechanisms to streamline permitting and approval processes;
- (c) Mechanisms designed to further increase Nānwakolas First Nations' participation in, and benefits derived from the forest sector, including training, employment and business to business opportunities; and
- (d) Mechanisms designed to collectively problem solve in a timely manner any differences of opinion between the Province, Nānwakolas First Nations and/or forest sector interests regarding issues at either the strategic or operational level.

1.7.4 The Parties agree that any collaborative discussions undertaken in accordance with paragraph 1.7.2 are intended to take place outside of the formal shared decision making protocols that exist between the Province and Nānwakolas First Nations. For greater certainty, any such discussions are intended only to produce information that may be used by the Province and Nānwakolas First Nations to inform their formal government to government discussions under the *Nanwakolas/British Columbia Framework Agreement (2009)*, as amended from time to time.

1.7.5 The Parties agree that in undertaking any collaborative discussions in accordance with paragraph 1.7.2, it is not intended:

- (a) that any Party is obligated to agree to any specific outcome (i.e. the only commitment in relation to these topics is to engage in a robust, collaborative, problem solving discussion); or
- (b) alter the non-derogation provisions of the Reconciliation Protocol or provisions of the Reconciliation Protocol dealing with the respective decision making roles of the Parties.

Appendix 2

**Amending Agreement of the
Nanwakolas Reconciliation Protocol
Spring 2015**

Dated for Reference: May 14, 2015

BETWEEN

MAMALILIKULLA-QWE'QWA'SOT'EM FIRST NATION
TLOWITSIS FIRST NATION
DA'NAXDA'XW AWAETLALA FIRST NATION
GWA'SALA-'NAKWAXDA'XW FIRST NATION
K'ÓMOKS FIRST NATION

(Each a "First Nation" and collectively the "Nanwakolas First Nations")

AND

THE PROVINCE OF BRITISH COLUMBIA
(The "Province")

As represented by the

Minister of Aboriginal Relations and Reconciliation

AND

THE NANWAKOLAS COUNCIL SOCIETY
(The "Nanwakolas Council")

Collectively referred to as the "Parties"

WHEREAS:

- A. The Parties have entered into the Nanwakolas Reconciliation Protocol (the "Protocol") dated July 29, 2011, amended by the Amendment of the Nanwakolas Reconciliation Protocol dated November 28, 2011 and by the Amending Agreement of the Nanwakolas Reconciliation Protocol, February 2015, all of which are attached to this Amending Agreement ("Spring 2015 Amending Agreement") as Appendix 1.
- B. The Parties wish to extend the duration of the funding for the Nanwakolas Reconciliation Protocol for an additional five years commencing April 1, 2015.

THEREFORE, the above Parties agree as follows:

- 1.0 This Spring 2015 Amending Agreement may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one Spring 2015 Amending Agreement.
- 2.0 This Spring 2015 Amending Agreement will take effect on the date that it is signed by all the Parties.
- 3.0 Except as expressly amended by this Spring 2015 Amending Agreement, the Parties confirm that the Protocol, as amended from time to time, and this Spring 2015 Amending Agreement shall be read and construed as one document.
- 4.0 Section 13, Resourcing, of the Protocol is amended by adding the following sections:
 - 13.6. The Province will provide to the Nanwakolas Council, on behalf of the Nanwakolas First Nations, \$200,000 per year for a period of 5 years commencing April 1, 2015.
 - 13.7. Funding provided by the Province under section 13.6 will be utilized by the Nanwakolas Council and Nanwakolas First Nations to fund their participation in, and implementation of the Protocol and for other structures, processes or agreements as agreed to by the Parties.
 - 13.8. Notwithstanding any other provision of this Protocol, any payments provided by the Province under section 13.6 is subject to:
 - a. submission by Nanwakolas Council to the Province of a written statement of Protocol implementation priorities for the upcoming fiscal year, dated

on or after April 1 each year, beginning in 2015, for development of an annual joint work plan with the Province;

- b. there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment; and
- c. 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.

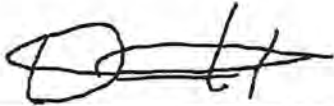
13.9. The Nanwakolas Council will submit to the Province by May 31 of each year, beginning in 2016, a fiscal year-end report, outlining accomplishments and expenditures relating to Protocol initiatives for the prior fiscal year.

13.10. Nanwakolas Council will make the documents referred to in 13.8.a. and 13.9 available to the Nanwakolas First Nation members in a manner that can be reasonably expected to bring the information to their attention, within 90 days of submitting the documents to the Province.

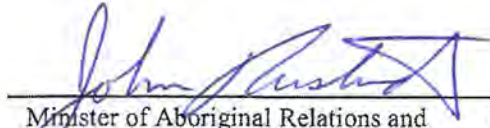
5.0 The Province may consider revenue received by the Nanwakolas Council and Nanwakolas First Nations under other revenue-sharing agreements or arrangements in determining the resourcing under this Agreement where it is extended under section 6.

6.0 By April 30, 2019, the Parties will evaluate the effectiveness of the Protocol and the Province will subsequently determine if further resourcing will be provided.

Signed on behalf of the Parties:



Nanwakolas Council Society, President Date



Minister of Aboriginal Relations and Reconciliation Date

May 14, 2015

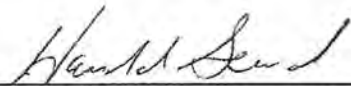


K'omoks First Nation Date

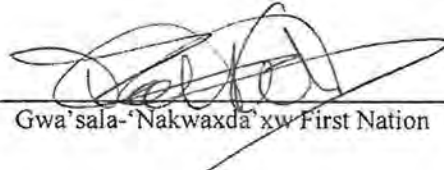
March 4, 2015



Da'naxda'xw Awaetlala First Nation Date



Mamalilikulla-Qwe'Qwa'Sot'Em First Nation Date



Gwa'sala-Nakwaxda'xw First Nation Date



Tlowitsis First Nation Date

Appendix 1

Nanwakolas Reconciliation Protocol dated July 29, 2011, as amended November 28, 2011 and February 2015

**Amending Agreement of the
Nanwakolas Reconciliation Protocol
February 2015**

BETWEEN

MAMALILIKULLA-QWE'QWA'SOT'EM FIRST NATION
TLOWITSIS FIRST NATION
DA'NAXDA'XW AWAETLALA FIRST NATION
GWA'SALA-'NAKWAXDA'XW FIRST NATION
K'ÓMOKS FIRST NATION

(Each a "First Nation" and collectively the "Nanwakolas First Nations")

AND

THE PROVINCE OF BRITISH COLUMBIA
(The "Province")

As represented by the

Minister of Aboriginal Relations and Reconciliation

AND

THE NANWAKOLAS COUNCIL SOCIETY
(The "Nanwakolas Council")

Collectively referred to as the "Parties"

WHEREAS

- A. The Parties have entered into the Nanwakolas Reconciliation Protocol, dated July 29th 2011, as amended in November 2011 (the “Protocol”), attached to this Amending Agreement (“February 2015 Amending Agreement”) as Appendix 1.
- B. The Parties wish to extend the duration of funding for the Protocol for the 2014/15 provincial fiscal year.

THEREFORE, the above Parties agree as follows:

- 1.0 This February 2015 Amending Agreement may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one February 2015 Amending Agreement.
- 2.0 This February 2015 Amending Agreement takes effect on the date that it is signed by all seven Parties.
- 3.0 Section 13 (Resourcing) of the Protocol is amended by adding the following:
 - 13.6 The Province will provide to the Nanwakolas Council, on behalf of the Nanwakolas First Nations, \$100,000 for the 2014/15 provincial fiscal year to support the implementation of this Protocol.
 - 13.7 Notwithstanding any other provision of this Protocol, the payment provided by the Province to the Nanwakolas Council in 13.6. is subject to:
 - a) Submission by Nanwakolas Council to the Province, the “Nanwakolas Community Wellbeing and Capacity Strengthening Plan” within 30 days of the Parties signing this agreement; and
 - b) 13.4 b) and c).
 - 13.8 Nanwakolas Council agrees to submit to the Province by April 30, 2015 a fiscal year-end report for 2014/15 regarding funds provided to support implementation of this Protocol.
 - 13.9 Nanwakolas Council agrees to make the documents referred to in 13.7 (a) and 13.8 publically available to Nanwakolas First Nations members in a

manner that can be reasonably expected to bring this information to their attention.

4.0 Except as expressly amended by this February 2015 Amending Agreement, the Parties confirm that the Protocol and this February 2015 Amending Agreement shall be read and construed as one document.

Signed on behalf of the Parties:


Nanwakolas Council Society, President Date



K'ómoks First Nation Date

Minister of Aboriginal Relations and Date
Reconciliation

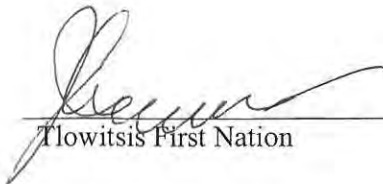
Da'naxda'xw Awaetlala First Nation Date



Mamalilikulla-Qwe'Qwa'Sot'Em First Date
Nation



Gwa'sala-Nakwaxda'xw First Nation Date



Tlowitsis First Nation Date

manner that can be reasonably expected to bring this information to their attention.

4.0 Except as expressly amended by this February 2015 Amending Agreement, the Parties confirm that the Protocol and this February 2015 Amending Agreement shall be read and construed as one document.

Signed on behalf of the Parties:



Nanwakolas Council Society, President Date

Minister of Aboriginal Relations and Date
Reconciliation



K'ómoks First Nation Date

Da'naxda'xw Awaetlala First Nation Date

Mamalilikulla-Qwe'Qwa'Sot'Em First Date
Nation

Gwa'sala-'Nakwaxda'xw First Nation Date

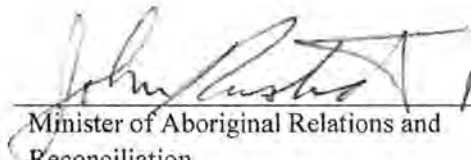
Tlowitsis First Nation Date

manner that can be reasonably expected to bring this information to their attention.

4.0 Except as expressly amended by this February 2015 Amending Agreement, the Parties confirm that the Protocol and this February 2015 Amending Agreement shall be read and construed as one document.

Signed on behalf of the Parties:

Nanwakolas Council Society, President Date



Minister of Aboriginal Relations and Reconciliation Date
Feb. 19, 2015

K'ómoks First Nation Date

Da'naxda'xw Awaetlala First Nation Date

Mamalilikulla-Qwe'Qwa'Sot'Em First Nation Date

Gwa'sala-'Nakwaxda'xw First Nation Date

Tlowitsis First Nation Date

Appendix 1

Nanwakolas Reconciliation Protocol, dated July 29th 2011, as amended in November 2011.

**Amendment of the
NANWAKOLAS Reconciliation Protocol**

BETWEEN

**MAMALILIKULLA-QWE'QWA'SOT'EM FIRST NATION
TLOWITSIS FIRST NATION
DA'NAXDA'XW AWAETLALA NATION
GWA'SALA-'NAKWAXDA'XW FIRST NATION
K'OMOKS FIRST NATION**

(Each a "First Nation" and collectively the "Nanwakolas First Nations")

AND

THE PROVINCE OF BRITISH COLUMBIA

(The "Province")

As represented by the

Minister of Aboriginal Relations and Reconciliation and
Minister of Forests, Lands and Natural Resource Operations

AND

THE NANWAKOLAS COUNCIL SOCIETY

(The "Nanwakolas Council")

Collectively referred to as the "Parties"

WHEREAS

- A. The Parties have entered into the Nanwakolas Reconciliation Protocol, dated July 29, 2011, attached to this Amending Agreement as Appendix 1, (the "Protocol").
- B. Paragraph 1.1 of Section 1 Forestry of Schedule B of the Protocol contemplated the Parties developing a more comprehensive forestry schedule, which the Parties have now done and now wish to amend the Protocol by replacing paragraphs 1.1 to 1.3 of Section 1, Forestry of Schedule B (the "Original Forestry Schedule") with the paragraphs 1.1 to 9.1 of Section 1, Forestry of Schedule B set out in Appendix 2 of this Amending Agreement (the "New Forestry Schedule").
- C. The Parties also wish to add the Minister of Lands, Forest and Natural Resource Operations as a signatory to the Protocol for the purposes of implementing the New Forestry Schedule.

THEREFORE, the above Parties, including the Minister of Forests, Lands and Natural Resource Operations, agree as follows:

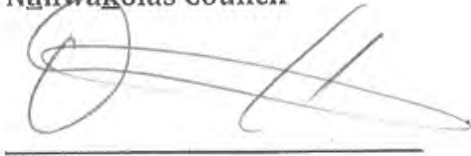
- 1.0 By signing this Amending Agreement, the Minister of Aboriginal Relations and Reconciliation, agrees to the Minister of Forests, Lands and Natural Resource Operations becoming a Party to the Protocol for the purposes of implementing the New Forestry Schedule.
- 2.0 By signing this Amending Agreement, the President of the Nanwakolas Council and all five Chiefs of the Nanwakolas First Nations listed on page one of this Amending Agreement agree to the Minister of Forest, Lands and Natural Resource Operations becoming a Party to the Protocol for the purposes of implementing the New Forestry Schedule.
- 3.0 By signing this Amending Agreement, the Parties, including the Minister of Forests, Lands and Natural Resource Operations, agree to replace the Original Forestry Schedule with the New Forestry Schedule.
- 4.0 This Amending Agreement may be signed in counterparts and exchanged by electronic means of transmission. Together, all counterparts constitute one Amending Agreement.
- 5.0 This Amending Agreement takes effect on the later of November 28, 2011, or the date that it is signed by all seven Parties to it.

6.0 Except as expressly amended by this Amending Agreement, the Parties confirm that the Protocol and this Amending Agreement shall be read and construed as one document.

Signed this 28th day of November, 2011.

On behalf of the Parties

Nanwakolas Council



A handwritten signature in black ink, consisting of a large loop followed by several horizontal strokes, positioned above a horizontal line.

On Behalf of the Parties

Minister of Aboriginal Relations and Reconciliation



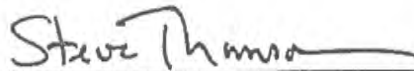
A handwritten signature in blue ink, reading "Mary Polak" in a cursive style, positioned above a horizontal line.

K'omoks First Nation



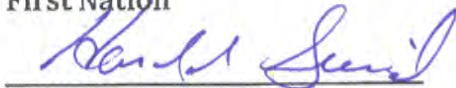
A handwritten signature in blue ink, appearing to read "Gene Green", positioned above a horizontal line.

Minister of Forests, Lands and Natural Resource Operations



A handwritten signature in black ink, reading "Steve Thomas" in a cursive style, positioned above a horizontal line.

Mamalilikulla-Qwe'Qwa'Sot'Em First Nation



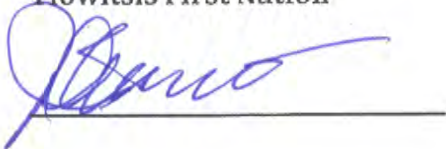
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Gwa'sala-'Nakwaxda'xw First Nation



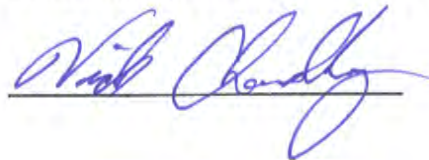
A handwritten signature in blue ink, appearing to read "David", positioned above a horizontal line.

Tlowitsis First Nation



A handwritten signature in blue ink, appearing to read "Dennis", positioned above a horizontal line.

Da'naxda'xw Awaetlala First Nation



A handwritten signature in blue ink, appearing to read "Neil", positioned above a horizontal line.

Appendix 2

Schedule B

1. Forestry

Forestry Working Group

- 1.1. The Parties have established a forestry working group comprised of senior representatives from the Nanwakolas Council, Ministry of Forests, Lands and Natural Resource Operations and Ministry of Aboriginal Relations and Reconciliation that will be responsible for overseeing the implementation of the commitments set out on paragraphs 2.1 to 9.1 of this Schedule.
- 1.2. Representatives from the major forest licensees will be invited to participate as required in the forestry working group's discussions.

Socio-economic forestry objectives for the Nanwakolas First Nations

- 2.1 The Parties share the following socio-economic objectives for the Nanwakolas First Nations, collectively and individually:
 - (a) to share in economic development initiatives within the Traditional Territories of the Nanwakolas First Nations that facilitate, over time, the individual members of the Nanwakolas First Nations obtaining a quality of life that is equal to or better than the national Canadian average;
 - (b) to become full partners with the Province (i.e. to the fullest or maximum extent possible) in the forest sector within the Traditional Territories including, but not limited to, opportunities for shared decision-making, forest tenures and revenue sharing;
 - (c) to develop significant involvement with the forest industry operating within their Traditional Territories, through the development of measures that will facilitate new relationships with industry;
 - (d) to significantly increase employment opportunities in the forest industry, over time, for Nanwakolas First Nations members, within their Traditional Territories; and
 - (e) to consider the value of forest resource development in the Traditional Territories of Nanwakolas First Nations when developing appropriate strategies for full Nanwakolas First Nations participation in the management and operation of the forest resource sector in the Traditional Territories.

General Provisions Governing Forest Tenure Opportunities in British Columbia

- 3.1 (a) Non-replaceable volume tenures (including licenses) previously offered to Nanwakolas First Nations under the original Forest and Range Agreement (FRA) or Forest and Range Opportunity Agreement (FRO) programs remain open for acceptance during the term of the licence documents.
- (b) Where the above licence documents have not been signed, the individual Nanwakolas First Nations are expected to sign the licence documents, within a reasonable time.
- (c) Existing licences that have been signed and issued are subject to the term of the licence documents.
- (d) The Minister of Forests, Lands and Natural Resource Operations will consider extending the term of the licences, to give the Nanwakolas First Nations sufficient time to harvest the previously-awarded volumes.
- 3.2 Nanwakolas Council and the Minister of Forests, Lands and Natural Resource Operations will, as soon as possible, work to identify measures that may be taken to assist with the viability of the economic opportunity of Nanwakolas First Nations forest tenures issued after the effective date of this Amending Agreement. Issues that may be considered include, but are not limited to:
- (a) tenure location and size;
- (b) profile of operating/tenure area forest cover;
- (c) potential for pooling of tenure volumes;
- (d) potential for business partnership with BC Timber Sales;
- (e) 'manufacture in the Province' provisions; and
- (f) addressing potential new-entrant barriers.
- 3.3 Staff with the Ministry of Forests, Lands and Natural Resource Operations (FLNR) will work directly with each Nanwakolas First Nation, as soon as possible, to identify operating areas for unplaced FRA/FRO licences and for all Nanwakolas First Nations tenures, that are, to the extent possible, located in any preferred economic zones which have been identified by the Nanwakolas First Nations in the Traditional Territories. Identification of operating areas will consider the economics of the potential areas and the spirit and intent of the Protocol.

- 3.4 Prior to completing the work in 3.3, the Minister of Forests, Lands and Natural Resource Operations will consider government market pricing objectives, and the interests of other affected licensees in the management unit, including First Nation licensees not party to this Protocol, to achieve, to the extent possible, fair and equitable chart/tenure area distributions that reflect economic challenges associated with small new entrants.
- 3.5 In carrying out 3.3 and 3.4, the Parties will seek to avoid compensation obligations for the Province.
- 3.6 From time to time, the Parties will discuss future opportunities to access additional volume. Where Nanwakolas First Nations have an interest in purchasing or acquiring additional replaceable volume from other forest licence holders, Ministry of Forests, Lands and Natural Resource Operations staff will work with Nanwakolas First Nations to facilitate such transfers, in accordance with applicable legislation.

Direct-Award Replaceable Tenure

- 4.1 The Minister of Forests, Lands and Natural Resource Operations will negotiate agreements with the Nanwakolas First Nations that include a commitment to invite the First Nations to apply, on a non-competitive basis, for a replaceable, long term (volume or area-based) forest tenure for volumes outlined below:

Nanwakolas First Nations	Current Management Unit	Replaceable Volume (m³ per year)
Gwa'sala Nakwaxda'xw	Kingcome TSA	18 811
Da'naxda'xw Awaetlala	Kingcome TSA	4 710
Tlowitsis	Pacific TSA	10 255
Mamalilikulla Qwe'Qwa Sot'Em	Pacific TSA	11 007
K'omoks	Woodlots W1968 and W2030 – (already awarded)	8 210

- 4.2 Over the next five years, beginning on the effective date of this Amending Agreement, the Parties will make best efforts to increase the direct-award tenures to 8% of the allowable annual cut within the Nanwakolas First Nations Traditional Territories.
- 4.3 The Nanwakolas First Nations, collectively or individually, may request and the Minister of Forests, Lands and Natural Resource Operation may consider converting direct-award replacement tenures agreed to under this Schedule, to area-based tenures.

Direct-Award Non-Replaceable Tenure

- 5.1 To support the Nanwakolas First Nations goal of securing additional volume, after issuance of tenure opportunities as outlined in section 4.1, the Minister of Forests, Lands and Natural Resource Operations will consider additional non-replaceable tenure opportunities, for each five year period, from unused volume:
- (a) consistent with sections 3.3 and 3.4, where feasible operating areas can be identified; and
 - (b) where unused volume is available in economic zones or areas of interest of the First Nations and management units.
- 5.2 The total volume of additional tenure will be determined for each five year period commencing April 1, 2010. The volumes available for 2010 – 2015 are outlined below:

Management Unit	Total lump sum unused volume
TFL 39, Block 2,	122 285
Mid Coast TSA	75 000

- 5.3 For the Mid Coast TSA, the first priority will be to consider the feasibility of the Piper/Nekite area outlined on the map attached as Figure 1 to this Schedule.

Forest Revenue Sharing in the Traditional Territories of Nanwakolas First Nations

- 6.1 The Parties agree current revenue sharing is based on the Province's new Forest and Range Revenue Sharing Agreements, developed in 2010.
- 6.2 Prior to the expiry of the current three-year Forest and Range Revenue Sharing Agreements, the Parties will explore changes to the current revenue-sharing formula, so that:
 - (a) it reflects the value of timber harvested from the Nanwakolas First Nations Traditional Territories, as stated in the Working Roundtable Report, to try to eliminate any 'water-bedding' of forest revenue out of the Nanwakolas First Nations Traditional Territories; and
 - (b) revenue from the stumpage pay-back portion of the revenue-sharing formula considers other allocation models that are not based on a per capita allocation of direct-award replaceable volume.
- 6.3 The Minister of Forests, Lands and Natural Resource Operations agrees that if there should be insufficient volume available to meet the intent of direct-award replaceable tenures (see section 4.1 above), the Parties will discuss the option of amending the revenue-sharing formula over time, to account for this shortfall.
- 6.4 The Minister of Forests, Lands and Natural Resource Operations agrees that if there should be an increase in forest revenues (above the revenue accounted for in the new three-year Forest and Range Revenue Sharing Agreements), as a result of improvements to the forest economy, the Parties will discuss opportunities to include a portion of this incremental revenue in new revenue-sharing agreements.

Transformative Change Accord Progress Indicators

- 7.1 The Province and the Nanwakolas Council will assess annual progress in:
 - (a) increasing Nanwakolas First Nations employment opportunities in the forest industry;
 - (b) meeting revenue and tenure targets outlined above; and
 - (c) implementing shared decision-making.

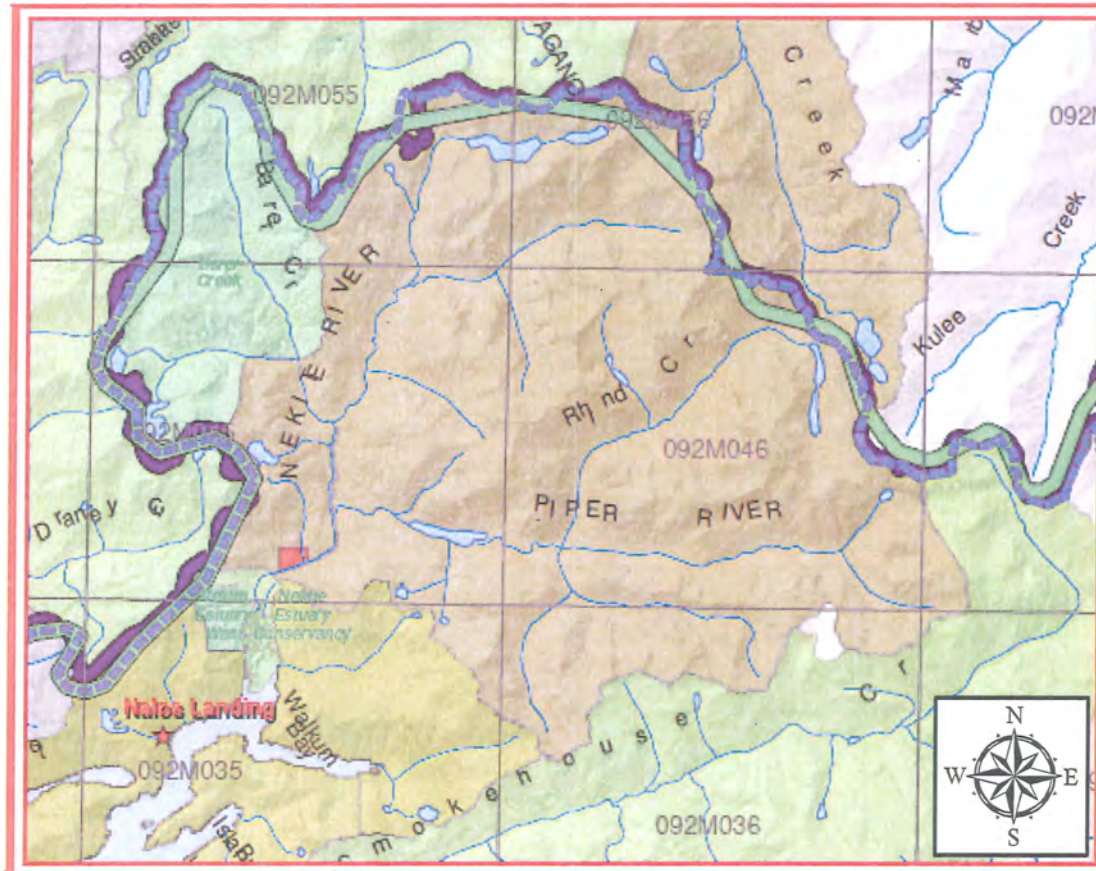
Working Roundtable Progress Indicators

- 8.1 The Province and the Nanwakolas Council will:
- (a) establish quantifiable targets that reflect desired outcome for Nanwakolas First Nations as full partners in forestry;
 - (b) measure annual progress towards full partnership targets;
 - (c) define size and location parameters for economic forest tenures;
 - (d) measure annual progress towards providing economic tenure opportunities;
 - (e) measure annual progress in government initiatives to encourage business partnerships and capacity building; and
 - (f) measure annual progress towards implementing revenue-sharing provisions outlined in above.

Certainty, Stability and Significant Involvement for Nanwakolas First Nations

- 9.1 Within six months of the effective date of this Amending Agreement, and utilizing the senior level working group referred to in section 1.1, the Parties will negotiate and attempt to reach agreement on:
- (a) a new revenue-sharing agreement, to take effect within the next five years, that provides Nanwakolas First Nations with a significantly increased share of the forestry revenue from their Traditional Territories, the specific amount dependent on the degree of certainty and stability agreed to in (b) below;
 - (b) provisions to enhance the certainty and stability for ongoing forest operations that can be provided by the Nanwakolas First Nations to the Province and to the forest industry; and
 - (c) shared decision-making models for strategic forest management decisions, such as allowable annual cut determinations and the development of land use objectives.

Figure 1
Piper/Nekite Area



NANWAKOLAS RECONCILIATION PROTOCOL

This Agreement is dated the 29 day of July, 2011

BETWEEN

**MAMALILIKULLA-QWE'QWA'SOT'EM FIRST NATION
TLOWITSIS FIRST NATION
DA'NAXDA'XW AWAETLALA NATION
GWA'SALA-'NAKWAXDA'XW FIRST NATION
K'OMOKS FIRST NATION**

(Each a "First Nation" and collectively the "Nanwakolas First Nations")

AND

THE PROVINCE OF BRITISH COLUMBIA

(The "Province")

AND

THE NANWAKOLAS COUNCIL SOCIETY

(The "Nanwakolas Council")

(All collectively referred to as the "Parties")

WHEREAS

- A. The Nanwakolas First Nations are a collective of First Nations residing on Vancouver Island and the Central Coast of British Columbia and who have common language, customs, traditions and shared histories.
- B. The Nanwakolas First Nations have a relationship to the land that is important to their culture and the maintenance of their community, governance and economy.
- C. The Province and various Nanwakolas First Nations have entered into previous agreements including the *Enabling Process (2001)*, *Land Use Planning Agreement in Principle (2006)*, the *Clearinghouse Pilot Agreement (2007)* and the *Nanwakolas/British Columbia Framework Agreement (2009)*, and wish to further strengthen the government-to-government relationship between them.
- D. This Protocol is intended to build on the activities and relationship established in the previously mentioned agreements.
- E. The Province acknowledges that the Nanwakolas First Nations have Section 35 Rights within their Traditional Territories and this Protocol is a bridging step to a future reconciliation of those Section 35 Rights with Crown title, rights, or interests.
- F. The Parties recognize that the successful implementation of this Protocol, and the building of cooperative working relations, will depend upon their ability and willingness to recognize, explore and resolve differences which arise between them.
- G. In the spirit of the New Relationship and the Transformative Change Accord, the Parties now wish to establish further understandings and commitments that focus on developing and implementing resource revenue sharing and other economic policies and initiatives that enable the Nanwakolas First Nations to make progress toward socioeconomic objectives.

THE PARTIES AGREE AS FOLLOWS

1. Definitions

In this Protocol, Appendices A and B, and Schedules A through C, the following definitions apply:

“Biodiversity, Mining and Tourism Areas” means the areas set out in the Schedule of the Central and North Coast Biodiversity, Mining and Tourism Area Order-in-Council 002 (January 9, 2009): Adeane Point, Barer Creek, Inland Cape Caution, Nekite Estuary West, Shelter Bay and Waump, as shown on the map attached as Appendix B;

“Government to Government” means formal bilateral discussions between the Province and the Nanwakolas First Nations or their designated Representatives;

“**Nanwakolas Council**” is the registered society, established by the Nanwakolas First Nations to provide a regional vehicle for the development and furtherance of a government-to-government relationship with the Province;

“**Nanwakolas First Nations**” means the First Nations who are signatories to this Protocol;

“**Protocol**” means this Nanwakolas Reconciliation Protocol, including its schedules and appendices;

“**Representatives**” mean the representatives appointed by each Nanwakolas First Nation, by the Nanwakolas Council, or by the Province for the purposes of engaging in discussions and work activities under this Protocol;

“**Section 35 Rights**” means asserted or proven aboriginal rights, including aboriginal title, or modern treaty rights set out in a Final Agreement in the British Columbia Treaty Commission process; which belong to the Nanwakolas First Nations and are all recognized and affirmed by Section 35(1) of the *Constitution Act, 1982*; and

“**Traditional Territories**” means the asserted traditional territories of the Nanwakolas First Nations as shown on the map attached as Appendix A.

2. Geographic Area and Parts of this Protocol

2.1. This Protocol applies to Crown lands within the Traditional Territories of the Nanwakolas First Nations.

2.2. This Protocol consists of the preamble, sections 1 to 17, Schedules A, B, C, and Appendices A and B.

3. Purpose

3.1. This Protocol, in the spirit of the principles of the New Relationship and Transformative Change Accord, is intended to:

- a) confirm and renew Government to Government arrangements through which the Parties can work collaboratively on the New Relationship agenda;
- b) establish agreement on carbon offset sharing, revenue sharing and other economic measures and strategies that will assist the First Nations to achieve progress toward socioeconomic objectives; and
- c) confirm the activities to be undertaken by the Nanwakolas Council on behalf of the Nanwakolas First Nations for the implementation of this Protocol.

3.2. Specific understandings related to the topics set out in 3.1 are defined in schedules attached to this Protocol, including the following:

- a) Carbon Offsets Sharing (Schedule A);

- b) Economic Opportunities (Schedule B); and
- c) Regional Economic Strategies (Schedule C).

4. Responsibilities and Authorities

Nanwakolas First Nations

4.1. Each First Nation will implement this Protocol in accordance with its provisions.

Nanwakolas Council

4.2. The Nanwakolas Council has been mandated by the Nanwakolas First Nations to undertake, coordinate and support the development and implementation of a Government to Government relationship between the Province and the Nanwakolas First Nations in respect of lands and natural resources within the Traditional Territories, including, but not limited to:

- a) land and marine resource planning and management, economic initiatives, revenue sharing, and shared decision making;
- b) undertaking and coordinating the Government to Government discussions relating to the implementation of the Protocol; and
- c) other matters as agreed to by the Nanwakolas First Nations.

The Province

4.3. The Province will implement this Protocol in accordance with its provisions.

5. Nanwakolas Strategic Forum

5.1. The Parties acknowledge that the *Nanwakolas/British Columbia Framework Agreement (2009)* established the Nanwakolas Strategic Forum.

5.2. The Parties agree that the Nanwakolas Strategic Forum established under the *Nanwakolas /British Columbia Framework Agreement (2009)* will support the implementation of this Protocol.

6. Shared Decision Making

6.1. The Parties agree to undertake future Government to Government discussions regarding the implementation of shared decision making measures between the Province and the Nanwakolas First Nations for land and natural resource management within the Traditional Territories. The Parties acknowledge that the scope of such discussions is, in part, dependent upon the resolution of shared/overlap territory disputes between the Nanwakolas First Nations.

- 6.2. The Province and the Nanwakolas Council and the Gwa'sala-'Nakwaxda'xw First Nation and Da'naxda'xw Awaetlatla First Nation agree to undertake future discussions and seek to reach agreement on shared decision making in respect of the Biodiversity, Mining and Tourism Areas identified in Appendix B.
- 6.3. Any options for shared decision making between the Province and the Gwa'sala-'Nakwaxda'xw First Nation and Da'naxda'xw Awaetlatla First Nation that are discussed under 6.2 will be consistent with the Central and North Coast Biodiversity, Mining and Tourism Area Order-in-Council 002 (January 9, 2009).
- 6.4. The Parties will examine mechanisms under the *Land Act*, including head leases, as part of the discussions under 6.2.
- 6.5. The nature of the linkage between an agreement reached under 6.2 and a treaty under the British Columbia Treaty Commission Process will be determined through negotiation of substantive land issues under the British Columbia Treaty Commission Process.

7. Carbon Offset Sharing

- 7.1. The Parties agree to implement the carbon offset sharing measures identified in Schedule A and to discuss opportunities related to carbon offset sharing that may arise within the Traditional Territories from the creation of new protected areas/conservancies, changes to forestry practices or emission reduction opportunities.

8. Revenue Sharing

- 8.1. The Parties agree to discuss opportunities related to resource revenue sharing on the following opportunities within the Traditional Territories:
 - a) new major mineral developments;
 - b) new major tourism developments; and
 - c) new power projects that are consistent with Part 6 of the *Clean Energy Act*.

9. Economic Opportunities

- 9.1. The Parties agree to implement the measures in Schedule B – Economic Opportunities.
- 9.2. The Parties agree to pursue discussions regarding other economic opportunities that would enable progress toward the objectives of the Transformative Change Accord.

10. Economic Strategies

- 10.1. The Parties agree to implement the measures identified in Schedule C – Regional Economic Strategies.
- 10.2. The Parties agree to pursue discussions regarding other economic strategies, including a shellfish aquaculture strategy that would enable progress toward the objectives of the Transformative Change Accord.

11. Transformative Change Accord and Community Well Being

- 11.1 The Parties agree to explore opportunities for building on the strengths of Nanwakolas First Nation communities through innovative partnerships, coordinated actions and working in respectful, collaborative and inclusive ways that enable the Nanwakolas First Nations to make progress towards community-defined social outcomes.
- 11.2. As a first step, the Nanwakolas First Nations and the Nanwakolas Council agree to undertake an overview of community plans, where such plans exist, and identify their priorities intended to strengthen community well-being.
- 11.3. Based on identified priorities, the Parties will collaborate to determine which programs, services and initiatives might be of assistance to Nanwakolas First Nations in making progress towards their community well-being strengthening priorities.
- 11.4. Based on the results of the discussion referenced in section 11.3, the Parties will develop an implementation strategy that will facilitate Nanwakolas First Nation access to existing provincial government programs. The strategy will, among other things:
 - a. Confirm the Parties' agreement to collaborate on approaches to the federal government to establish effective programs, services and projects, based on community priorities; and
 - b. Focus resources from existing provincial programs and establish the Nanwakolas First Nations as a priority for the delivery of projects and programs, starting with a focus on education, training and housing.

12. Stakeholders

- 12.1. The Parties share the objective of pursuing productive ways in which stakeholder interests will be considered through decisions and engagements related to this Protocol.

13. Resourcing

- 13.1. The Parties agree that this Protocol is of mutual benefit and the cost of implementation should be jointly funded.
- 13.2. The Province will provide to the Nanwakolas Council, on behalf of the Nanwakolas First Nations, \$250,000 upon signing of this Protocol by the Parties.
- 13.3. The Province will provide to the Nanwakolas Council, on behalf of the Nanwakolas First Nations, the following funding amounts in accordance with annual performance plans agreed to by the Parties to support the implementation of this Protocol:
- a. \$100,000 per year for two provincial fiscal years (2012/13 and 2013/14) to complete activities associated with Section 11; and
 - b. \$100,000 per year for two provincial fiscal years (2012/13 and 2013/14) to complete activities associated with Sections 6, 7, 8, 9 and 10.
- 13.4. Notwithstanding any other provision of this Protocol, the payment to be provided by the Province to Nanwakolas Council is subject to;
- a. Submission by Nanwakolas Council of annual reports by March 1, 2012 and March 1, 2013 which outline activities completed in accordance with each annual performance plan;
 - b. There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any provincial fiscal year or part thereof when such payment is required, to make such payment; and,
 - c. 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.
- 13.5. The Nanwakolas First Nations, subject to successful implementation of the revenue sharing measures identified in this Protocol, will use portions of those revenues to support the implementation of this Protocol.

14. Representation and Warranties

- 14.1. The Province represents and warrants that it has the authority to enter into this Protocol and to make the commitments and representations in this Protocol.
- 14.2. The Nanwakolas First Nations represent and warrant that they have the authority to enter into this Protocol and to make the commitments and representations in this Protocol.

14.3. The N^anwa^kolas Council represents and warrants that it has the authority to enter into this Protocol and to make the commitments and representations in this Protocol.

15. Amendment

15.1. This Protocol may be amended in writing from time to time, upon the written agreement of the Parties.

15.2. The Parties may jointly agree in writing to accept other First Nations or Provincial agencies to sign on to this Protocol.

16. Effective Date and Termination

16.1. This Protocol will take effect once the Parties have obtained their necessary authorizations and have signed the Protocol.

16.2. Notwithstanding 16.1, the schedules set out specific implementation dates.

16.3. Either the Province or the N^anwa^kolas First Nations, may terminate this Protocol by providing the other Parties forty-five (45) business days advance written notice and stating the reasons for termination.

16.4. Withdrawal from this Protocol by an individual N^anwa^kolas First Nation is not a termination by a Party pursuant to 16.3, and the individual N^anwa^kolas First Nation will advise the remaining Parties of any withdrawal by providing forty-five (45) business days written notice stating the reasons for the withdrawal.

17. General Terms

17.1. This Protocol does not create, recognize, define, deny, limit, abrogate or derogate from, or amend the Section 35 Rights of the N^anwa^kolas First Nations.

17.2. Nothing in this Protocol limits the positions that any Party has taken or may take in legal or administrative proceedings, or in any discussions, negotiations, processes, or other forum regarding Section 35 Rights, including any positions with respect to:

- a. the application of provincial laws to Section 35 Rights; and
- b. the adequacy of any measures taken to accommodate the potential infringement of a Section 35 Right.


17.3. This Protocol does not create, recognize, define, deny, limit, abrogate or derogate from, or amend any aboriginal or treaty rights of any other aboriginal group or any rights or responsibilities of the Province with respect to any other aboriginal group.

- 17.4. Except as the Parties may agree, in the future, in writing, nothing in this Protocol limits the positions that any Party has taken or may take in legal or administrative proceedings, or in any discussions, negotiations, processes or other forum.
- 17.5. Without limiting the generality of the foregoing, nothing in this Protocol limits the scope of discussions between a N̄nwaḱolas First Nation, the Government of Canada and the Province under the auspices of the British Columbia Treaty Commission process.
- 17.6. This Protocol is not to be interpreted in a manner that would negatively affect or unlawfully interfere with any Party's decision-making authority. However, it is anticipated that decision-makers will consider this Protocol, its Appendices and its Schedules in the exercise of their decision making authority.
- 17.7. There will be no presumption that any ambiguity in any of the terms of this Protocol should be interpreted in favour of any Party.
- 17.8. The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items listed immediately after the general statement or term. The general statement or term is to be construed to refer to all other items that may reasonably fall within a broad scope of the general statement or term.
- 17.9. This Protocol is not intended to affect any obligations that tenure or permit holders or other third parties may owe to the N̄nwaḱolas First Nations.
- 17.10. This Protocol does not contain any admissions of fact or liability by any Party.
- 17.11. The Parties will monitor progress in the "New Relationship" discussions and, at the request of either Party, consider whether to amend this Protocol to reflect developments in those discussions.
- 17.12. This Protocol is not a treaty or land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982.
- 17.13. Concluding a comprehensive treaty agreement with the Province and Canada by any of the N̄nwaḱolas First Nations does not preclude those N̄nwaḱolas First Nations from remaining as Parties to this Protocol, however, the nature of the linkages between this Protocol and any comprehensive treaty agreement will be dealt with as part of the BC Treaty Commission process.
- 17.14. Each N̄nwaḱolas First Nation, the Province and the N̄nwaḱolas Council may sign in counterpart by electronic means, and all of the counterparts taken together constitute one Protocol.
- 17.15. For greater certainty, although the Parties have entered into this Protocol, the Land Use Planning Agreement in Principle, dated March 27, 2006, the N̄nwaḱolas/BC Framework Agreement, dated December 16, 2009, the September 24, 2010 Amendment of the N̄nwaḱolas/BC Framework Agreement and the three BC-First Nation Collaborative Agreements for the

Management of the Protected Areas (Da'naxda'xw Awaetlatla, Gwa'sala-Nakwaxda'xw, and Mamalilikulla-Qwe'Qwa'Sot'Em First Nations), will continue in full force and effect in accordance with the provisions therein, until such time as any one (or more) of those agreements is (are) terminated by the Parties or amended (including the development of replacement agreements), pursuant to the discussion referred to in this Protocol.


Signed this 29 day of ^{July}~~June~~, 2011:

On Behalf of the Nanwakolas First Nations:


Mamalilikulla-Qwe'Qwa'Sot'Em First Nation


Tlowitsis First Nation

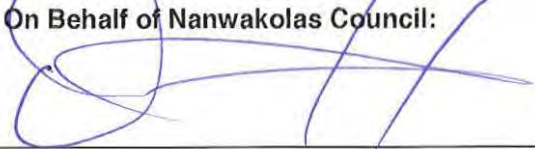

Da'naxda'xw Awaetlala Nation


Gwa'sala-'Nakwaxda'xw First Nation


K'omoks First Nation

On Behalf of the Province of BC:


Province of British Columbia

On Behalf of Nanwakolas Council:

Nanwakolas Council

Appendix A Traditional Territories of Nanwakolas Council First Nations



Appendix B Biodiversity, Mining and Tourism Areas




Legend

Biodiversity, Mining and Tourism Areas

NUM	NAME
108	Barer Creek
109	Nekite Estuary West
112	Inland Cape Caution
116	Waump
120	Shelter Bay
130	Adeane Point

Produced by:
Nanwakolas Council
Toll Free: 1-877-286-7204

Date: November 23, 2010



This Agreement refers only to the Traditional Territories of the Nanwakolas First Nations.

Schedule A

Carbon Offsets Sharing

Purpose:

1. The Parties share the goals of:
 - a. developing environmentally credible and marketable forest carbon offsets. These offsets would be associated with the additional sequestration and resulting greenhouse gas reductions from the creation of protected areas and changes to forestry practices ("Offsets") in the North and Central Coast land use planning area ("Land Use Planning Area");
 - b. researching the eligible program criteria, the appropriate offset protocol, and the requirements for offset project plans. These research findings will inform the Parties of the potential standards for qualifying carbon reductions that could be converted to marketable Offsets; and
 - c. entering into an "Offset Sharing Agreement" that would enable the Parties to share the Qualifying Offsets.

Scope of Activities:

2. In order to build the framework for creating qualifying carbon reductions, the Parties agree to work collaboratively to accomplish the following:
 - a. identification of potential offset programs that may provide credibility and economic value to the Parties such as: the B.C. *Greenhouse Gas Reductions Target Act*; the Western Climate Initiative, Environment Canada's offset program, the Climate Action Registry, and any other offset programs that the Parties may agree upon ("Offset Programs");
 - b. development, by June 30, 2011 of appropriate and credible models for estimating and proving long term projections of the additional carbon sequestration that will occur in the Land Use Planning Area as a result of new conservation measures and changes to forest practices;
 - c. development, by June 30, 2011, of a protocol describing the technical basis and standards for the quantification of carbon reductions from the creation of protected areas and from changes to forest management which could be applicable in the Land Use Planning Area ("Protocol"). This Protocol will reflect the standards of, and be suitable for designation under, the B.C. *Greenhouse Gas Reductions Target Act* and any other agreed-upon offset programs, such as the Western Climate Initiative and the Climate Action Registry; and
 - d. development of a process for validation or approval of a forests conservation project plan, or other documents, which:
 - i. is appropriate for the B.C. *Greenhouse Gas Reductions Target Act*, and any agreed-upon Offset Programs;

- ii. is eligible for approval for quantifying specific carbon reductions; and
- iii. identifies who is responsible for carrying out the development, validation, and approval of a project plan or other documents and for paying the costs of these steps.

Offsets-Sharing Agreement:

- 3. Based on the results of completing the development work under section 2, the Parties will make best efforts to negotiate an Offsets Sharing Agreement by September 30, 2011.
 - a. The Offsets Sharing Agreement will provide to the Parties a share of the total annual reductions from sources, sinks and reservoirs in the Land Use Planning Area that result from the carrying out of the conservation and changes to forest practices in the Land Use Planning Area ("Qualifying Offsets") for the purpose of allowing the Parties to have such offsets recognized under the chosen programs.
 - b. The Parties acknowledge that some mutually agreed upon portion of the total annual Qualifying Offsets will be reserved and held outside of the Offsets Sharing Agreement in order to account for potential future participation in similar agreements of other First Nations whose territories are within the Land Use Planning Area.
 - c. The Agreement will set out how the total annual share of Qualifying Offsets will be distributed to the Nānwākolās First Nations, less amounts under 3.b., based on the following priorities:
 - i. as first priority, a dedicated amount of each year's verified Qualifying Offsets, in tonnes, agreed to by the Parties to cover the cost to the Nānwākolās First Nations of implementing, managing and administering the Offset Sharing Agreement;
 - ii. as second priority, a dedicated amount of each year's verified Qualifying Offsets, in tonnes, to be agreed to by the Parties, to cover the cost to the Nānwākolās First Nations in meeting its obligations under this Reconciliation Protocol after taking into consideration any other revenues also provided under this Reconciliation Protocol and,
 - iii. as third priority, the Parties will each receive 50% of the remaining tonnes of each year's verified Qualifying Offsets, from the project.

Other Matters:

4. The Offsets-Sharing Agreement will contain provisions for:
 - a. the review and monitoring of forest carbon data and models used to establish the quantum of Qualifying Offsets over the life of the Offsets-Sharing Agreement;
 - b. the ownership of the Qualifying Offsets or Offset rights and the legal form and transfer of Qualifying Offsets or Offset rights will be defined;
 - c. the project, Offsets and agreements not creating any title or interest in land in the Land Use Planning Area;
 - d. the project and ownership and legal characterization of Offsets not prejudicing positions Parties may take on aboriginal rights and title or in treaty negotiations;
 - e. liability and managing risks of impermanence and reversals of Qualifying Offsets over time;
 - f. the responsibilities for transaction costs associated with validation, verification, monitoring, marketing costs, and management of any Offset revenue;
 - g. requirements that may enable Nanwakolas First Nations participation in Pacific Carbon Trust procurement processes;
 - h. periodic review of the implementation of the Agreement;
 - i. dispute resolution; and,
 - j. any other components agreed to by the Parties.

5. The Parties agree to continue discussions on sharing of additional emission reduction opportunities for renewable energy and other environmental attributes that may arise from land use measures.

Schedule B

Economic Opportunities

1. Forestry

- 1.1. The Parties will establish a senior level forestry working group to negotiate and attempt to reach agreement on a collaborative Government-to-Government basis a comprehensive forestry schedule to this Protocol by September 30, 2011, that considers the strong government to government relationship that exists between the Parties and addresses the economic interests of N̓n̓w̓a̓k̓o̓l̓as First Nations.
- 1.2. Among other things, the forestry working group will seek to address and reach agreement on the following forestry-related measures which contribute to the goal of making N̓n̓w̓a̓k̓o̓l̓as First Nations full partners in forestry:
 - a) Resource revenue sharing based on the amount of harvesting activity taking place within the Traditional Territories. The Province will be informed by existing policy in these specific discussions, and the Nanwakolas Council and the Nanwakolas First Nations will be informed by their goal of achieving a high level of human well-being for the Nanwakolas First Nations as demonstrated by having a quality of life in the Nanwakolas First Nation communities that is equal to or better than the Canadian average;
 - b) Direct award forestry tenures that can contribute to the development of viable forestry businesses for N̓n̓w̓a̓k̓o̓l̓as First Nations;
 - c) Business to business relationships with BC Timber Sales;
 - d) Specific forestry related indicators that allow progress to be assessed toward:
 - meeting the goals of the Transformative Change Accord;
 - the recommendations and desired outcomes of the Forestry Roundtable report;
 - e) Specific commitments that improve the certainty and stability of forest operations in the Traditional Territories, while implementing measures to facilitate significant First Nation involvement in the forest sector.
- 1.3. Representatives from the major forest licensees will be invited to participate as required in the forestry working group's discussions.

2. Protected Areas¹

- 2.1. The Ministry of Environment (MOE) has entered into Protected Area collaborative management agreements with some of the Nanwakolas First Nations that, among other things, commits MOE to providing the particular Nanwakolas First Nations with enhanced access to economic opportunities in Protected Areas. Section 2.2 - 2.10 below are intended to be the means by which such enhanced access is provided to Nanwakolas First Nations.
- 2.2. MOE will work with Nanwakolas First Nations through Nanwakolas Council as appropriate to achieve a substantial increase in the Nanwakolas First Nations' economic participation in Protected Areas with the goal that:
 - a. Nanwakolas First Nations secure and develop an equitable portion of the permit opportunities in their traditional territory;
 - b. opportunities will be provided based on demonstrated Nanwakolas First Nations' interests and stated intentions of permit opportunities in their traditional territory; and
 - c. development is sustainable, based on sound business planning and consistent with applicable provincial and federal legislation.
- 2.3. As a first step, MOE will collaborate with the Nanwakolas First Nations through Nanwakolas Council as appropriate to identify, on a priority basis, protected area use opportunities which each First Nation has an interest in developing in the Protected Areas.
- 2.4. Where a First Nation has identified an interest in a protected area use or opportunity, MOE will work to award authorizations or set aside the identified opportunities for future use by the Nanwakolas First Nation using any or all of the following:
 - a. direct award of permits consistent with any agreed upon conservancy management plan;
 - b. offer the Nanwakolas First Nation the right of first refusal to develop the opportunity; or
 - c. award concession-style park use permits to manage operation of any or all of a set of specified compatible opportunities in a conservancy.
- 2.5. Where a First Nation does not have capacity to immediately develop an identified permit opportunity, MOE will work with the First Nation through Nanwakolas Council as appropriate to either:

¹ For the purposes of this Schedule, the term "Protected Area" means provincial parks, and conservancies within the Traditional Territories.

- a. reserve the identified permit opportunity for a specified period of time (i.e. up to 10 years depending on complexity of the activity) to enable the Nanwakolas First Nation to develop capacity, or
 - b. award the identified opportunity to a third party for a specified period of time, at the end of which, renewal of the permit will be subject to the right of first refusal by the Nanwakolas First Nation.
- 2.6. If MOE and a Nanwakolas First Nation cannot reach agreement on the allocation of opportunities in a protected area, the matter will be referred to the Parties' senior representatives or the Nanwakolas Strategic Forum as described in the *Nanwakolas/British Columbia Framework Agreement (December 2009)* for discussion and resolution.
- 2.7. Recognizing that existing permits may limit equitable access to economic opportunities by a First Nation, the Parties will engage in Government to Government discussions to seek policy or other resolution for such matters.
- 2.8. MOE and the Nanwakolas First Nations, through Nanwakolas Council will, upon signing of this Protocol, develop an implementation strategy, work plans and guidelines that assist the identification and the decision making process for allocation of economic opportunities in a manner that achieves the goals in section 2.2 of this Schedule. The strategy and guidelines will address, but not be limited, to the following:
- a. a process to identify and record Nanwakolas First Nation economic interests within protected areas; and
 - b. a process to determine which identified Nanwakolas First Nation economic interests within protected areas will be subject to the measures set out in section 2.4 and 2.5, including a process for determining which measure will be used in respect of any given economic interest.
- 2.9. The Parties recognize the commitment for management plans to be in place prior to allocation of new activities. The Parties will make all reasonable efforts to develop and meet a process and timelines for the completion of management plans for conservancies located within the Traditional Territories.

3. Tourism

- 3.1. The Province will work with Nanwakolas First Nations to achieve a substantial increase in the Nanwakolas First Nations' economic participation in the tourism sector within the Traditional Territories on lands that are not Protected Areas with the goal that:
- a) Nanwakolas First Nations secure and develop permit and tenure opportunities in their traditional territory in accordance with their economic and community development capacity ;

- b) opportunities will be provided based on demonstrated Nanwakolas First Nations' interests and stated intentions of tenure opportunities in their Traditional Territory; and,
 - c) development is sustainable, based on sound business planning and consistent with applicable provincial and federal legislation.
- 3.2. Where not already done, the Province will collaborate with the Nanwakolas First Nations to identify priority tourism opportunities which each First Nation has an interest in developing in their Traditional Territories.
- 3.3. Where a Nanwakolas First Nation has identified an interest in a tourism opportunity and has the capacity to immediately develop the identified opportunity, the Province will work to provide land for tourism use by undertaking the following:
- a) support the development of a tourism related *Land Act* application;
 - b) place a high priority on the review of the *Land Act* application for intensive (infrastructure and/or extensive activity only) tourism use;
 - c) issue *Land Act* tenure by the Minister with responsibility for the Land Act upon successful review of an application; or,
 - d) enter into discussions regarding fee simple land disposition for identified intensive use opportunities.
- 3.4. The Nanwakolas First Nations and Nanwakolas Council will make all reasonable efforts to provide a resolution to any issues that may arise from the development of a tourism related Land Act application in a shared/overlap territory area.
- 3.5. The failure to obtain such a resolution under section 3.4 will not prohibit the Parties from pursuing the various measures in 3.1 and 3.3, subject to the completion of consultation by the Province with respect to any other potentially affected First Nation.
- 3.6. Where a Nanwakolas First Nation does not have capacity to immediately develop an identified tourism tenure opportunity, the Province will work with the First Nation to set aside the identified opportunities for future use by the First Nation using any or all of the following:
- a) reserve the identified intensive use tenure opportunities for a specified period of time under the Land Act, to enable the Nanwakolas First Nation to develop such capacity;
 - b) place a notation of interest over the identified extensive use tenure opportunities for a specified period of time under the Land Act to enable the Nanwakolas First Nation to develop such capacity.

- 3.7. In respect of those opportunities that are subject to the section 3.6(a) or (b), the Province will continue to accept tourism applications from third parties, and, after implementing the Engagement Framework described in the *Nanwakolas/British Columbia Framework Agreement (December 2009)* if appropriate, issue the tenure for a specified period of time and use, with no guarantee of replacement.
- 3.8. The Parties will develop a memorandum of understanding template that the Province and a Nanwakolas First Nation can use and sign to achieve the results in paragraph 3.6.
- 3.9. If the Province and the Nanwakolas First Nation cannot reach agreement on the identification of tourism opportunities the matter will be referred to the Parties' senior representative or the Nanwakolas Strategic Forum Working Group as described in the *Nanwakolas /British Columbia Framework Agreement (December 2009)* for discussion and resolution.
- 3.10. The Parties, recognizing that existing tenures may limit equitable access to economic opportunities by a Nanwakolas First Nation, will engage in Government to Government discussions to seek policy or other resolution for such matters.

Schedule C

Regional Economic Strategies

CLEAN AND RENEWABLE ENERGY ACTION PLAN

PURPOSE:

The purpose of developing a Clean and Renewable Energy Action Plan is to advance the development of clean energy projects in the Traditional Territories in a manner that provides for substantial economic and employment benefits for the N^anwa^kolas First Nations and for British Columbians.

KEY FEATURES:

The Action Plan will be prepared by the Province, represented by Ministry of Energy and Mines (MEM), BC Hydro, and the N^anwa^kolas First Nations, through the N^anwa^kolas Council, in collaboration with Clean Energy BC and other parties as appropriate, and will explore the following key features:

- Involvement of Clean Energy BC in cooperation with the impacted First Nations, as the leading players in the development of clean energy projects;
- Consideration of innovative First Nations partnership models to facilitate development of clean energy projects and transmission infrastructure in the study area;
- Assessment of market opportunities for sale of power including export to the United States and/or Alberta;
- Clarification of the roles of B.C. Hydro in the acquisition, delivery and potential export of clean energy; and,
- Development of a strategy to realize the clean energy potential of the region, including recommended actions to provide for substantial economic and employment benefits for N^anwa^kolas First Nations and to catalyze development of clean energy projects in the study area.

APPROACH:

A small group comprised of senior representatives from Clean Energy BC, N^anwa^kolas First Nations and the Province (BC Hydro and MEM) will complete a work plan to implement this schedule within 3 months of the signing of the Reconciliation Protocol. Work activities for the Action Plan and an Action Plan report will be completed in accordance with the work plan.

The N^anwa^kolas First Nations acknowledge that development of the Action Plan will provide a forum on how to address the First Nations' economic interests in the context of their Section 35 Rights.