

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT IS MADE February 22, 2024
("Effective Date") **IN ACCORDANCE WITH THE NISGA'A FINAL AGREEMENT,
CHAPTER 19 – DISPUTE RESOLUTION, PARAGRAPH 27.**

BETWEEN:

**THE NISGA'A NATION, as represented by the NISGA'A LISIMS GOVERNMENT
EXECUTIVE ("NLG")**

AND:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by THE MINISTER OF INDIGENOUS RELATIONS AND
RECONCILIATION ("BRITISH COLUMBIA")
(each a "Party" and collectively "the Parties")**

WHEREAS:

- A. On October 11, 2019, NLG delivered a Notice of Disagreement under Chapter 19 – Dispute Resolution, paragraph 15, of the Nisga'a Final Agreement (the "Nisga'a Treaty") to British Columbia and Canada, setting out various disputes in respect of the Nisga'a Treaty (the "Disputes").
- B. The delivery of the Notice of Disagreement triggered Stage 1, Collaborative Negotiations of the dispute resolution process set out in the Nisga'a Treaty.
- C. On February 6, 2020, NLG amended its Notice of Disagreement to add new Disputes with British Columbia and Canada in respect of the Nisga'a Treaty.
- D. Representatives of NLG, British Columbia and Canada met a number of times during late 2019 and early 2020 as part of Stage 1, Collaborative Negotiations.
- E. On March 10, 2020, the Parties signed a bilateral, without prejudice "Approach to Settlement", which set out principles and approaches to guide resolution of the Disputes between them.
- F. The Parties have remained in Stage 1, Collaborative Negotiations of the dispute resolution process, and acknowledge the respectful and constructive dialogue that has informed all discussions and interactions in respect of the Disputes.

G. The Parties have agreed to resolve the Disputes between them, as set out below.

THEREFORE the Parties agree as follows:

1. In respect of other Indigenous nations:

- a) British Columbia acknowledges that any obligations of British Columbia to consult, and if necessary, accommodate other Indigenous nations who assert Aboriginal rights, including Aboriginal title, or under an agreement with an Indigenous nation, cannot result in an infringement of Nisga'a section 35 rights set out in the Nisga'a Treaty, other than in accordance with the Nisga'a Treaty and the tests set out by the Courts;
- b) British Columbia acknowledges that it has a duty to diligently implement the Nisga'a Treaty and will consult with, and if appropriate, accommodate the Nisga'a Nation in accordance with the Nisga'a Treaty and the Crown's common law obligations where any reconciliation efforts with other Indigenous nations, including proposed agreements related to or arising out of its obligation to consult, and where appropriate, accommodate, those Indigenous nations, may adversely affect Nisga'a section 35 rights set out in the Nisga'a Treaty; and
- c) British Columbia's implementation of any agreements with other Indigenous nations will be consistent with British Columbia's obligations under the Nisga'a Treaty, this Settlement Agreement, and any consultation obligations under the common law.

2. In respect of Chapter 10 – Environmental Assessment and Protection of the Nisga'a Treaty, the Parties agree that:

- a) Chapter 10 applies to all "projects" and "environmental assessments", as those terms are defined in the Nisga'a Treaty, regardless of whether they are subject to federal or provincial environmental assessment legislation, and with the understanding that they will be conducted in accordance with the Nass Stewardship Protocol (the "NSP"). The NSP will be completed expeditiously based on the following principles:
 - i. the depth, content and scope of the environmental assessment of a project will vary depending on the expected effects of the project, and
 - ii. only projects that may reasonably be expected to have adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands or Nisga'a interests set out in the Nisga'a Treaty will trigger the requirements of paragraph 6 of Chapter 10; and

- b) Except as otherwise provided in section 3 of this Settlement Agreement, the Parties will implement Chapter 10 in accordance with section 2(a) upon completion of the NSP.
3. Prior to the completion of the NSP, the Parties may agree that an assessment of any project is required in accordance with section 2(a) of this Settlement Agreement.
4. The Parties agree that, in respect of the NSP:
- a) the NSP has to date been drafted, and will be formally concluded, in a manner that is consistent with this Settlement Agreement;
 - b) British Columbia and NLG will use reasonable efforts to finalize the draft the NSP and technical guidance documents referred to as schedules in the NSP within 120 days of the Effective Date; and
 - c) British Columbia and NLG will, within 120 days of the Effective Date, negotiate and attempt to reach agreement on a funding model to support NLG participation in the implementation of the NSP.
5. In respect of the total allowable harvest, the Parties agree that:
- a) the total allowable harvest determined each year under Chapter 9 – Wildlife and Migratory Birds of the Nisga’a Treaty applies to every person who seeks to harvest designated species within the Nass Wildlife Area;
 - b) a reasonable compliance regime will, subject to the process in paragraph (c), be developed by British Columbia without delay, in consultation with NLG, to ensure that the total allowable harvest is applied to every person who seeks to harvest designated species within the Nass Wildlife Area, and that the conservation objectives supported by the total allowable harvest are met; and
 - c) the reasonable compliance regime in respect of the total allowable harvest referred to in paragraph (b) has the potential to adversely affect Aboriginal rights asserted by Indigenous nations within the Nass Wildlife Area, and as a result, British Columbia intends to meaningfully consult with, and if appropriate, accommodate, potentially affected Indigenous nations when developing that regime. British Columbia will commence such consultations without delay and take all reasonable steps to advance this consultation in a timely way that ensures its legal obligations are met.

OTHER MATTERS

6. The Parties will, within one year of the Effective Date, co-produce a “Working in the Nass” document that will provide a plain language overview of key elements of the Nisga’a Treaty and policy direction to British Columbia staff when working with NLG.
7. The Parties agree that all other Disputes between them raised in the Notice of Disagreement have been resolved.

IMPLEMENTATION OF AGREEMENT

8. If there is a disagreement about the implementation or interpretation of this Settlement Agreement, the Deputy Minister of the Ministry of Indigenous Relations and Reconciliation and the Chief Executive Officer of NLG will meet to discuss the disagreement.

CONFIDENTIALITY AND COMMUNICATIONS

9. This Settlement Agreement is not confidential and may be communicated by any Party to any other person.

GENERAL

10. This Settlement Agreement is not a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*.
11. The Parties do not intend this Settlement Agreement or anything set out herein to be an amendment to the Nisga’a Treaty or any provision of the Nisga’a Treaty.
12. There will be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of either Party.
13. This Settlement Agreement constitutes the entire agreement between the Parties in respect of the settlement of the Disputes between the Parties, and supersedes all prior expectations, understandings, communications and representations, whether verbal or written between the Parties.
14. In the event that one or more provisions contained in this Settlement Agreement are determined to be invalid, illegal or unenforceable, in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

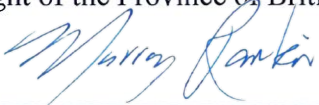
15. This Settlement Agreement will be governed by and construed and interpreted in accordance with the laws of British Columbia and the laws of Canada.
16. This Settlement Agreement may be amended or supplemented only by written agreement duly executed by the Parties in the same manner as this Agreement was executed.
17. No waiver of any provision of this Settlement Agreement will have legal effect unless such waiver is expressed in writing and has been duly executed by the Party making the waiver in the same manner as this Agreement was executed.
18. Words and expressions appearing in this Settlement Agreement that are not defined in this Agreement but are defined in the Nisga'a Treaty have the meanings ascribed to them in the Nisga'a Treaty.
19. The Parties agree to do such things, execute such further documents and take such further measures as may be reasonably necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.
20. This Settlement Agreement and any other documents executed under it may be executed in any number of counterparts with the same effects as if the Parties had executed, signed or endorsed the same as the one document and all the counterparts so executed, signed or endorses shall be constructed together as if they had been on the same document.
21. Time is of the essence.

Signed on behalf of the Nisga'a Nation:



Eva Clayton,
President of the Nisga'a Nation

Signed on behalf of His Majesty the King in
Right of the Province of British Columbia:



The Honourable Murray Rankin, Minister of
Indigenous Relations and Reconciliation