

## Forestry Term Sheet

Between:

**Sechelt Indian Band**, as represented by chief and council (“shíshálh Nation)

And:

**Her Majesty the Queen in Right of the Province of British Columbia**, as represented by the Minister of Aboriginal Relations and Reconciliation and the Minister of Forests, Lands and Natural Resource Operations (the “Province”)

(Collectively the “Parties”)

Whereas:

- A. This Forestry Term Sheet sets out the Parties intentions to implement immediate measures and engage in negotiations that will benefit shíshálh Nation and advance further reconciliation between the Parties.

The Parties agree as follows:

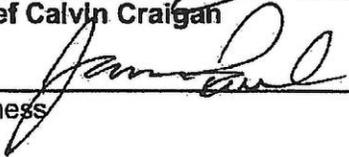
1. **Interim Forestry Agreement.** The Parties have entered into an Interim Forestry Agreement that provides shíshálh Nation with forestry revenue sharing contributions of up to \$484,137 in accordance with the terms and conditions of that Agreement.
2. **Comprehensive Forestry Negotiations.** The Parties intend to engage in efficient, timely, good faith negotiations towards a comprehensive forestry agreement in accordance with Schedule A.
3. **First Nations Woodland License.** The Parties will meet within 30 days of signing the Forestry Term Sheet to establish next steps, including identification of an appropriate area, and target timelines to establish a First Nations Woodland Licence in accordance with the terms of a Forest Tenure Opportunities Agreement.
4. **Training Program.** The Province will provide shíshálh Nation with S-100 Basic Fire Suppression and Safety and S185 Fire Entrapment and Avoidance training sessions for a minimum of 5 and maximum of 20 shíshálh community members from a recognized instructor over a span of two to three days in Sechelt, B.C. and may explore further training opportunities.
5. **Effective Date.** This Term Sheet comes into effect on the date it is signed by both Parties and will terminate on the date a comprehensive forestry agreement is fully executed by the Parties or upon 60 days’ notice by either Party.

6. **Further Approvals.** The comprehensive forestry negotiations identified in section 2, the First Nations Woodland licence identified in section 3, the future training opportunities in section 4 and any agreements that are reached between the Parties on these matters are subject to each Party obtaining all required approvals including any Cabinet and Treasury Board approvals and this Term Sheet does not interfere with the decision-making authority or jurisdiction of any Party or fetter the discretion of any decision-making authority.
  
7. **Section 35 Rights.** This Term Sheet does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act*, 1982 nor does it establish, recognize, affirm, abrogate or derogate from any rights recognized and affirmed under section 35(1) of the *Constitution Act*, 1982.
  
8. The comprehensive forestry negotiations identified in section 2 do not constrain the right of either Party to assert their respective legal position in future proceedings.

Signed on behalf of:  
**shíshááh Nation**

  
 \_\_\_\_\_  
 Chief Calvin Craigan

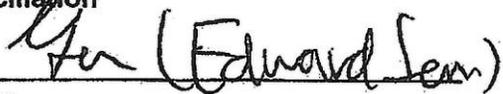
March 30, 2016  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Witness

Signed on behalf of:  
**Province of British Columbia**

  
 \_\_\_\_\_  
 Minister of Aboriginal Relations and Reconciliation

June 21, 2016  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Minister of Forests, Lands and Natural Resource

JUN 21 2016  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Witness

## Schedule A

### Comprehensive Forestry Negotiations

- 1.0 The Parties intend to engage in efficient, timely, good faith negotiations towards a comprehensive forestry agreement consistent with the following principles:
  - 1.1 open, collaborative dialogue that builds understanding about the respective interests of the Parties, is focused on trying to find solutions to divergences in those interests, and building a stronger working relationship regarding forestry resources in the Territory;
  - 1.2 achieving an agreement that is respectful of shíshálh Nation's Aboriginal Rights, and achieves greater clarity, stability, and predictability for the Parties and Licensees regarding forest and range development;
  - 1.3 recognition that the Parties may have to seek new or additional mandates to inform the negotiation of such an agreement and any agreement reached is subject to all required shíshálh Nation and British Columbia approvals; and
  - 1.4 negotiations will be informed by changes to British Columbia's approach to forest revenue sharing and other innovative forestry practices developed with First Nations.
- 2.0 The Parties agree that the topics for negotiations, which may form part of comprehensive forestry agreement, include:
  - 2.1 a forestry inventory of the Territory that provides shared understanding of the current status of potential forest and range development in the Territory;
  - 2.2 a joint forestry vision that identifies principles, values, and standards for future forest and range development in the Territory;
  - 2.3 forestry economic relations, including revenue sharing, accounting for stumpage payments and other potential economic arrangements;
  - 2.4 measures to ensure accountability, including reporting requirements, for revenue sharing or other benefits provided as part of a comprehensive forestry agreement;

- 2.5 shíshálh Nation's forestry activities and operations, including to increase shíshálh Nation access to volume if available;
  - 2.6 an engagement and decision-making process, including for the purposes of consultation and accommodation; and
  - 2.7 measures for achieving stability and greater predictability for forest and range resource development within the Territory.
- 3.0 The Parties will appoint individuals to implement this schedule within 30 days of signing this Agreement, and to have an initial negotiation meeting within 60 days of signing this Agreement.