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TSAY KEH DENE NATION – BRITISH COLUMBIA

INCREMENTAL TREATY AND RECONCILIATION AGREEMENT

BETWEEN:

GOVERNMENT OF BRITISH COLUMBIA, as represented by the Minister of
Indigenous Relations and Reconciliation

(“**BC**” or the “**Province**”)

AND:

TSAY KEH DENE NATION, on their own behalf and on behalf of their members, as
represented by their Chief and Council

(“**Tsay Keh Dene**”)

(hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A. Tsay Keh Dene is a First Nation with a traditional territory in north-central British Columbia, which territory is shown for illustrative purposes in Schedule A to this agreement (“**Tsay Keh Dene Territory**”);
- B. The Tsay Keh Dene people and their ancestors have used and occupied Tsay Keh Dene Territory long before the arrival of Europeans;
- C. Tsay Keh Dene people are culturally “**Sekani**” or “**people of the mountains**” and they speak an Athapaskan dialect called Sekani;
- D. With the arrival of Europeans in Tsay Keh Dene Territory and later creation of the Province of British Columbia, the way of life, culture, institutions and social and economic well-being of the Tsay Keh Dene people changed profoundly and the Tsay Keh Dene people became increasingly marginalized, disadvantaged and prevented from determining their own future;
- E. In the 1960s, to build the Williston Reservoir and the W.A.C. Bennett Dam, a large part of Tsay Keh Dene Territory was flooded and destroyed including homes, grave yards, sacred sites and hunting and fishing grounds, and the Tsay Keh Dene people were relocated against their will to reserves outside of their traditional lands. In 2009, Tsay Keh Dene, the Province, and BC Hydro and Power Authority entered into an agreement regarding the impacts of the Williston Reservoir and W.A.C. Bennett Dam on Tsay Keh Dene;

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- F. Despite efforts to assimilate, dispossess and control the Tsay Keh Dene people, they remain resilient with a strong sense of identity as Tsay Keh Dene people, a deep and enduring attachment to their traditional lands and a collective desire to revitalize and use their language and practice their culture in daily life;
 - G. Tsay Keh Dene has inherent and unextinguished Aboriginal rights and title in Tsay Keh Dene Territory recognized and affirmed by section 35 of the Constitution Act, 1982 (“**Section 35 rights**”) and the full range of rights embodied in the United Nations Declaration on the Rights of Indigenous Peoples (“**UNDRIP**”);
 - H. The Province has enacted the British Columbia Treaty Process Act and through that Act the Province is required in accordance with section 3 of that Act to take all measures necessary to ensure the laws of British Columbia are consistent with UNDRIP and in accordance with section 4 of that Act to prepare and implement an action plan to achieve the objectives of UNDRIP;
 - I. The Government of Canada (“**Canada**”) and the Province have expressed their intention to implement Aboriginal rights and title and UNDRIP and have endorsed the Recognition and Reconciliation of Rights Policy for Treaty Negotiations in the BC Treaty Process (“**RRR Policy**”) collaboratively developed by Canada, BC and First Nations in the BC Treaty Process;
 - J. Tsay Keh Dene entered the BC Treaty Process in 1994 and is now in stage 4 of that process;
 - K. Tsay Keh Dene, Canada and BC share a vision regarding the process for advancing lasting reconciliation through treaty and UNDRIP and the RRR Policy is integral to that vision;
 - L. The RRR Policy contemplates the negotiation of incremental agreements that “may employ an incremental or stepping stone approach” and may include (among other things) measures aimed at “supporting nation-building and governance capacity-building”;
 - M. Tsay Keh Dene, BC and Canada developed a term sheet (the “**Term Sheet**”) outlining the context and approach to seeking their respective mandates for the key components of an Incremental Treaty and Reconciliation Agreement;
 - N. This Agreement between BC and Tsay Keh Dene is intended to incorporate and embody the terms and arrangements in the Term Sheet that are bilateral and also enable some of the funding contributed by BC to be provided to Tsay Keh Dene in the 2022-23 fiscal year as Canada continues to complete its processes for its contributions;

O. BC and Tsay Keh Dene intend to subsequently negotiate a trilateral agreement among Canada, BC and Tsay Keh Dene that references this Agreement; and

P. In the spirit of reconciliation and in furtherance of the RRR Policy and its implementation, Tsay Keh Dene and BC wish to enter into this Agreement on a government-to-government basis.

NOW THEREFORE in consideration of the promises and mutual covenants herein, the Parties agree as follows:

Part 1.0 – Vision for Reconciliation

1.1 The Parties’ shared vision for reconciliation is to empower and enable Tsay Keh Dene to:

- (a) become self-determining, self-governing and self-reliant as a full partner within Canada’s evolving system of cooperative federalism and distinct orders of government;
- (b) revitalize Tsay Keh Dene’s language, culture, traditions, economy and legal and other institutions;
- (c) foster conditions in which Tsay Keh Dene can share in economic development and prosperity on an equitable basis with other British Columbians and residents of the Mackenzie region; and
- (d) become an equal and valued participant in the social, economic and political life of British Columbia and Canada.

1.2 The core elements of the Parties’ vision for reconciliation include:

- (a) Tsay Keh Dene self-government institutions and laws that are protected under section 35 of the Constitution Act, 1982, and constitute the framework for Tsay Keh Dene’s nation-to-nation, government-to-government relationship with other orders of government;
- (b) collaborative implementation of Tsay Keh Dene Section 35 rights and UNDRIP;
- (c) a treaty, agreement(s) and other constructive arrangement(s) that foster harmonious and cooperative relationships between Tsay Keh Dene, Canada and BC based on the principles of justice, democracy, the rule of law, respect for human rights including Indigenous rights, non-discrimination, certainty regarding

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Crown and Tsay Keh Dene rights, titles and jurisdictions, and mutual respect and good faith;

- (d) recognition that reconciliation is an ongoing process, not a final result, that requires good faith dialogue, flexibility with predictability, collaboration both in times of peace and prosperity and adversity, and a commitment to continuous improvement;
- (e) a treaty, agreement(s) and other constructive arrangement(s) that reflect and give effect to Tsay Keh Dene's inherent rights and title and its deep and enduring attachment to its traditional lands and the ecosystems and resources that have sustained the Tsay Keh Dene people and their ancestors for generations;
- (f) recognition of Tsay Keh Dene's legitimate role as a steward of the lands and resources in Tsay Keh Dene Territory and the negotiation of structures and processes that support and enable Tsay Keh Dene to fulfil its stewardship role;
- (g) the ability of Tsay Keh Dene people to meaningfully exercise their Section 35 rights and practice their distinct culture, traditions and way of life;
- (h) support for Tsay Keh Dene people as they heal from the destructive legacies and effects of colonization, forcible relocation and residential schools and as they strive to rebuild their social, cultural, economic and political institutions and exercise their right to self-determination;
- (i) strategies combined with concrete measures to close socio-economic gaps between Tsay Keh Dene and non-Aboriginal communities in British Columbia; and
- (j) support for Tsay Keh Dene to build a viable and sustainable economy for its members through (among other things) Tsay Keh Dene businesses and partnerships as a key priority in assisting Tsay Keh Dene to overcome its long history of economic marginalization and disadvantage.

Part 2.0 – Purpose

2.1 The purposes of this Agreement are to:

- (a) establish the foundation and mechanisms by which the Parties' shared vision for reconciliation will be advanced through a collaborative and incremental approach to the achievement of a comprehensive treaty between Tsay Keh Dene, British Columbia and Canada;

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- (b) foster trust and mutual understanding with the aim of facilitating and, where possible, accelerating negotiations on a treaty;
 - (c) support the Parties in seeking to negotiate a governance agreement that includes Canada as a party, within the Term of this Agreement;
 - (d) build capacity and greater economic self-reliance within Tsay Keh Dene to prepare Tsay Keh Dene for self-determination and self-government under a treaty; and
 - (e) promote and enhance the social, cultural and economic well-being of Tsay Keh Dene in advance of treaty as a way to ensure Tsay Keh Dene can maximize the benefits of, and be successful as, a treaty First Nation.

Part 3.0 – Principles

3.1 The Parties will be guided by the following principles in implementing this agreement and their shared vision for reconciliation:

- (a) this agreement is a stepping stone in advancing reconciliation and is not a substitute for efforts to achieve a treaty;
- (b) this agreement will be implemented in good faith and in a spirit of collaboration with the view to building on this agreement whenever possible in advancing the reconciliation of Tsay Keh Dene and Crown titles, jurisdictions and interests;
- (c) the Parties will devote the resources, including human resources, required to successfully implement this agreement in a timely manner and in accordance with its spirit and intent;
- (d) the Parties will collaborate in promoting greater awareness and understanding within Tsay Keh Dene about the Parties' efforts to advance reconciliation through this agreement and beyond;
- (e) the Parties will approach their relationship in a non-adversarial manner and in a spirit of collaboration, mutual respect, equality and joint problem solving, and this agreement will serve as a building block in that relationship; and
- (f) the Parties are equally accountable for monitoring, and addressing any challenges, to successful implementation of this agreement and ensuring its purposes are realized.

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Part 4.0 – Incremental Approach to Treaty

- 4.1 The Parties’ shared vision for advancing reconciliation is premised on the mutual belief that a treaty is the highest form of reconciliation, and this agreement is intended to be a stepping stone in empowering, encouraging and assisting the Parties and Canada to eventually conclude a treaty.
- 4.2 The Parties (re)affirm their commitment to negotiating a treaty within the BC Treaty Process.

Part 5.0 – Financial Contributions by BC

- 5.1 BC will provide funding to Tsay Keh Dene in accordance with Schedule B to support the implementation of this Agreement.

Part 6.0 – Tsay Keh Dene Governance

- 6.1 The Parties intend to be guided by the following principles respecting Tsay Keh Dene governance, including in seeking to negotiate a governance agreement that includes Canada as a party:
 - (a) the inherent right of self-government is an existing Aboriginal right recognized and affirmed by section 35 of the
 - (b) Tsay Keh Dene wishes to restore and exercise its inherent right to self-government but has faced challenges in accessing reliable funding to prepare for self-government;
 - (c) strengthening Tsay Keh Dene governance, including governance capacity for communicating and engaging with their members, will support reconciliation and promote greater harmony and prosperity for all Canadians; and
 - (d) strengthening Tsay Keh Dene governance will support stable government-to-government relationships among the Parties and increase the capacity, transparency, and compatibility of the Parties’ respective decision-making processes.
- 6.2 The Parties intend that Tsay Keh Dene will seek funding from Canada, including through existing federal programs such as treaty-related measures, to carry out the following governance activities during the Term:
 - (a) complete a Tsay Keh Dene Constitution;

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- (b) reach a collective decision among Tsay Keh Dene members on Tsay Keh Dene self-government structures and processes;
 - (c) develop policies and procedures that support Tsay Keh Dene governance, such as a registry of laws, financial administration protocols, conflict of interest guidelines, and other transparency, accountability, and administrative fairness mechanisms;
 - (d) carry out training and other measures to support the development of Tsay Keh Dene governance capacity, such as hiring Tsay Keh Dene members and contractors to oversee governance work and lead community engagement and retaining appropriate experts and professionals to advise Tsay Keh Dene; and
 - (e) increase governance knowledge and skills within Tsay Keh Dene including among elected and non-elected officials responsible for Tsay Keh Dene governance.

Part 7.0 – Economic Development

- 7.1 BC will provide a total of \$15,000,000 to Tsay Keh Dene in accordance with Schedule B (the “**Economic Development Payments**”) to enable Tsay Keh Dene to pursue economic development opportunities, including:
- (a) business development including capital expenditures to enhance the competitiveness, growth, diversification, and capacity of Tsay Keh Dene businesses, which may include air services, forestry, forestry road maintenance and upgrades, environmental services, guide outfitting, and ecotourism;
 - (b) expenditures for forestry development and acquisition and management of forest tenures;
 - (c) development or acquisition of a business to supply log booming, towing, log dumps, and log dewatering;
 - (d) acquisition or enhancement of technology to assist in business management or development;
 - (e) labour force development including training of Tsay Keh Dene members for jobs in the forest, mining, tourism and other sectors or to enhance their prospects for advancement in their career;
 - (f) acquisition of a business or an interest in a business and investments in partnerships, joint ventures and other business ventures, such as a biofuel plant, a forestry merchandizing facility and high-performance computing facilities; and

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(g) business start-up costs.

7.2 BC and Tsay Keh Dene intend that Tsay Keh Dene's use of the Economic Development Payments will contribute to the following:

- (a) increased revenue to Tsay Keh Dene through new economic development opportunities;
- (b) increased employment for Tsay Keh Dene members;
- (c) increased capacity and training opportunities for Tsay Keh Dene members;
- (d) the ability of Tsay Keh Dene to leverage the funding for economic development through third party investment, conventional financing, and other measures; and
- (e) economic development in the region through new opportunities for partnership by Tsay Keh Dene and industry.

7.3 The Parties acknowledge and agree that all or part of any Economic Development Payment that is invested or applied to an economic development initiative carries an inherent risk and may be lost, decline in value or fail to achieve an intended value and, accordingly, BC does not guarantee or provide any assurance as to, and is not liable for, any investment or use by Tsay Keh Dene of any of such funds.

7.4 Notwithstanding any other provision of this Agreement, BC neither makes nor offers any guarantee of the financial viability of any operations under forest tenures held or acquired by Tsay Keh Dene.

Part 8.0 – Forestry and Natural Resource Shared Decision-Making

8.1 BC will provide a total of \$1,500,000 in accordance with Schedule B to Tsay Keh Dene to support bilateral scoping discussions and negotiation of a shared decision-making agreement respecting natural resources in Tsay Keh Dene Territory, including:

- (a) conservation, stewardship, and development of natural resources; and
- (b) processes for engagement on critical minerals strategy.

(the “**Shared Decision-Making Agreement**”)

For greater certainty, if the scoping discussions result in an intention to negotiate a joint or consent-based decision-making agreement under section 7 of the BC

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, further negotiation of such an agreement is subject to both Parties obtaining all required mandates and approvals.

- 8.2 Prior to entering into the Shared Decision-Making Agreement, Tsay Keh Dene and BC will discuss Tsay Keh Dene's interests in additional funding to support implementation of the Shared Decision-Making Agreement.
- 8.3 Tsay Keh Dene and BC will co-develop a mandate request for BC to seek approval for up to \$2,000,000 to be provided to Tsay Keh Dene under a Strategic Forestry Initiative Agreement to assist Tsay Keh Dene in forestry-related economic opportunities, as set out in Schedule B.
- 8.4 BC and Tsay Keh Dene intend that their approach to addressing Tsay Keh Dene's interests in forestry and natural resource shared decision-making will contribute to the following:
 - (a) increasing Tsay Keh Dene's economic self-reliance and participation in the regional economy;
 - (b) building capacity in Tsay Keh Dene through the management of its tenures;
 - (c) increasing employment for Tsay Keh Dene members;
 - (d) increasing capacity and training opportunities for Tsay Keh Dene members; and
 - (e) equitable access by Tsay Keh Dene to provincial forestry and other natural resource revenues that will be used by Tsay Keh Dene to help close socio-economic gaps.
- 8.5 Tsay Keh Dene acknowledges that discussions or negotiations on apportionment, proportionate reduction, and new forestry tenures for any First Nation, including Tsay Keh Dene, in the Mackenzie Timber Supply Area may include a process that involves and strives for consensus among all interested First Nations in the Timber Supply Area. Where such a process is established, the Parties agree that Tsay Keh Dene will participate in such a process on the same basis as all other participating First Nations, provided that, unless BC and Tsay Keh Dene otherwise agree in writing, such a process will not replace bilateral discussions or negotiations on new forestry tenures for Tsay Keh Dene through any Forest Tenure Opportunity Agreement or similar agreement or process.

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Part 9.0 – Socio-cultural Support

- 9.1 BC will provide a total of \$1,750,000 in accordance with Schedule B to Tsay Keh Dene (the “**Socio-cultural Payments**”) to enable Tsay Keh Dene to develop and carry out projects, programs and other initiatives to revitalize Tsay Keh Dene language and culture and improve socio-cultural conditions within Tsay Keh Dene, including:
- (a) developing facilities and intensive language learning programs to be delivered for children, youth and adults, with a focus on families and building language knowledge and skills within families;
 - (b) creating remote cultural camps for Indigenous language learning and cultural practices at Fishing Lakes, Black Lake, Raspberry, Shadow Lake, Thudate Lake and Ospika as well as a structured cultural heritage program for children, youth, and families through these camps;
 - (c) developing a curriculum that is appropriate to language renewal and revitalization with a focus initially on listening and speaking;
 - (d) combining the use of traditional language education and technology to enhance and accelerate language learning and to manage and monitor progress;
 - (e) integrating language and language revitalization and the practice of Sekani culture and way of life; and
 - (f) collaborating with the University of Northern British Columbia and/or University of Victoria to develop and deliver a Sekani language teaching program, both in Tsay Keh and at university campuses, and train Sekani language teachers and mentors who can deliver and improve on the Sekani language curriculum and become a resource for Tsay Keh and other Sekani communities.
- 9.2 BC and Tsay Keh Dene intend that Tsay Keh Dene’s use of the Socio-cultural Payments will support the following:
- (a) development and implementation of a language and culture revitalization plan;
 - (b) creation of the foundation and building blocks for a long-term effort by Tsay Keh Dene to revitalized language and culture, ultimately leading to reversal of the decline of the Sekani language and Tsay Keh Dene’s culture.

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Part 10.0 – Implementation

10.1 Tsay Keh Dene will provide BC:

- (a) by May 31 of each BC fiscal year during the Term, except for the BC fiscal year 2023-2024, a report setting out how the funds provided under this Agreement in respect of the prior BC fiscal year were used in a manner consistent with the purposes of this Agreement and summarizing the expenditures and activities undertaken pursuant to the Work Plan, substantially in the form set out in Schedule C (“**Annual Report**”);
- (b) by March 1 of each BC fiscal year during the Term, except for the BC fiscal year 2027-2028, a work plan for the upcoming BC fiscal year that will guide Tsay Keh Dene’s implementation of this Agreement (“**Work Plan**”); and
- (c) within 30 days of the Effective Date, a Work Plan for the 2023-2024 BC fiscal year.

10.2 BC and Tsay Keh Dene will establish a Collaborative Processes Working Group with representation from BC and Tsay Keh Dene (“**Collaborative Processes Working Group**”). The role and mandate of the Collaborative Processes Working Group is to:

- (a) set general goals to advance the purposes of this Agreement, consistent with Tsay Keh Dene’s interests;
- (b) monitor implementation of Work Plans;
- (c) periodically review, at least annually, the implementation of this Agreement to determine if this Agreement and its structures and processes are effective and achieving the purposes of this Agreement; and
- (d) otherwise oversee implementation of this Agreement.

10.3 The Collaborative Processes Working Group will meet at least every six months and otherwise as needed to fulfil its role and mandate.

10.4 The Parties will jointly develop terms of reference for the Collaborative Processes Working Group to guide its work in fulfilling its role and mandate.

10.5 The Collaborative Processes Working Group established under this Agreement will include representation from each of the Parties consisting of at least one and up to three representatives appointed by each Party.

10.6 The Parties may invite Canada to appoint representatives to the Collaborative Processes Working Group.

Part 11.0 – Resolution of Disagreements

11.1 The Parties acknowledge that successful implementation of this Agreement depends on their willingness and ability to explore a range of approaches or solutions and recognize and respond constructively and collaboratively to disagreements that may arise from time to time. To that end, the Parties agree to use good faith efforts to resolve disagreements in a non-adversarial, open and collaborative manner, and this includes using joint problem solving and interest-based negotiations to resolve disagreements.

11.2 Where a disagreement arises regarding the interpretation, effect or implementation of this Agreement, including any obligations of the Parties arising under this Agreement or the performance or non-performance of such obligations, or the failure of the Parties to reach a consensus on any matter for which this Agreement provides for consensus despite reasonable efforts to do so, the following dispute resolution arrangements and processes will be followed:

- (a) where a disagreement arises between the Parties and cannot be resolved despite reasonable efforts to do so, the matter will be elevated to the Collaborative Processes Working Group for resolution and decision on written notice by a Party to the other Parties;
- (b) where the Collaborative Processes Working Group cannot resolve a disagreement elevated to the Collaborative Processes Working Group, or where any other disagreement within the Collaborative Processes Working Group cannot be resolved by the Collaborative Processes Working Group, despite reasonable efforts to do so, the matter will be elevated to the Senior Officials Forum for review and resolution on written notice by a Party to the other Parties;
- (c) a written notice under this section 11.2 will include details of the disagreement and the Party's perspective on the disagreement, previous efforts to resolve it, any solutions or options previously considered, and how the Party wishes to resolve the disagreement and the reasons for that proposed resolution; and
- (d) unless otherwise agreed by the Parties, efforts to resolve a disagreement will be undertaken and completed by the Collaborative Processes Working Group or Senior Officials Forum, as the case may be, within 30 business days from the written notice by a Party initiating or elevating a dispute resolution under this section 11.2

11.3 The Senior Officials Forum will be composed of:

- (a) in the case of the Province, one representative appointed by the Province who is a Chief Negotiator or Assistant Deputy Minister; and
- (b) in the case of Tsay Keh Dene, one representative appointed by Tsay Keh Dene who is an elected member of Tsay Keh Dene Council.

Part 12.0 – Contribution to Reconciliation

- 12.1 The Economic Development Payments provided to Tsay Keh Dene by BC under this Agreement are an advance contribution by BC towards reconciliation of Tsay Keh Dene and Crown titles, rights and interests under a treaty, comprehensive reconciliation agreement or similar agreement reached with Tsay Keh Dene and will be offset against any amount BC agrees to pay under a treaty, comprehensive reconciliation agreement or similar agreement.
- 12.2 If Tsay Keh Dene seeks damages in respect of infringement of its Section 35 rights, the Economic Development Payments provided by BC will be offset against any amount BC must pay under a court award.

Part 13.0 – General Provisions

- 13.1 Tsay Keh Dene represents and warrants to BC, with the intent and understanding that it will be relied on by BC in entering into this Agreement, that it has the power, capacity and authority to enter into this Agreement on behalf of the Tsay Keh Dene Nation and its members and this Agreement is valid and binding on Tsay Keh Dene;
- 13.2 BC represents and warrants to Tsay Keh Dene, with the intent and understanding that it will be relied on by Tsay Keh Dene in entering into this Agreement, that it has the authority to enter into this Agreement and this Agreement is valid and binding on BC.
- 13.3 Tsay Keh Dene agrees that, concurrently with the execution of this Agreement, it will deliver to BC a duly enacted Band Council resolution confirming approval this Agreement and authorizing the Chief of Tsay Keh Dene to execute this Agreement for and on behalf of Tsay Keh Dene and its members.
- 13.4 Tsay Keh Dene acknowledges that it has obtained independent legal advice with respect to this Agreement or has been given an opportunity to obtain independent legal advice with respect to this Agreement but has willingly chosen not to obtain such advice.

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13.5 The term of this Agreement (the “**Term**”) will commence on March 31, 2023, (the “**Effective Date**”) and end on the earliest of (i) May 31, 2028, or (ii) a Party’s termination of this Agreement in accordance with section 13.12.

13.6 In this Agreement, “Government of British Columbia” has the same meaning as in section 29 of the _____, RSBC 1996, c. 238.

13.7 The Parties agree and acknowledge that:

- (a) this Agreement does not constitute a treaty or land claim agreement within the meaning of sections 25 and 35 of the _____ ;
- (b) this Agreement does not establish, define, limit, amend, abrogate or derogate from any of Tsay Keh Dene’s Section 35 rights;
- (c) this Agreement does not conclusively determine or define (other than for purposes of implementing this agreement) the geographic extent of Tsay Keh Dene’s traditional territory or prevent Tsay Keh Dene from asserting Section 35 rights beyond or outside of Tsay Keh Dene Territory;
- (d) this Agreement does not define, determine or constitute an admission of the geographic extent of the traditional territories of any other Aboriginal groups or any overlapping territorial claims by other Aboriginal groups;
- (e) this Agreement does not preclude Tsay Keh Dene and its members from accessing or benefiting from programs, services, initiatives or measures provided by BC to Indigenous nations or their members in the Province, or specifically within the Omineca region or the Mackenzie Timber Supply Area, on the same basis as other Indigenous nations; and
- (f) further processes are required to agree on or otherwise settle the scope and geographic extent of Tsay Keh Dene Section 35 rights and this may include a settlement through a treaty within the BC Treaty Process or other comprehensive reconciliation agreement.

13.8 Nothing in this Agreement will be construed as:

- (a) an admission by the Province of the scope, nature or geographic extent of any Tsay Keh Dene Section 35 right;

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- (b) an admission of the validity of, or any fact or liability in relation to, any claims relating to alleged past or future infringements of any Tsay Keh Dene Section 35 rights;
 - (c) an admission by the Province that they or either of them have an obligation to provide any financial, economic, or other accommodation or compensation, including those in this Agreement, for any infringement of Tsay Keh Dene Section 35 rights or as part of the obligation of the Province to consult and, as appropriate, accommodate;
 - (d) in any way fettering the discretion of any statutory decision-maker or Tsay Keh Dene decision-maker; or
 - (e) in any way limiting the positions the Parties may take in any proceeding or in any discussion or negotiation between the Parties except as expressly contemplated in this Agreement.

13.9 The Parties acknowledge that the vision, purposes, and principles, and the approaches to treaty and Tsay Keh Dene governance, set out in Parts 1.0, 2.0, 3.0, 4.0, and 6.0 of this Agreement are government-to-government understandings between the Parties that the Parties intend to attempt to implement in good faith, however, they are not intended to create legally binding or enforceable obligations on either Party and neither Party is providing any assurance that any particular vision, purpose or principle will be achieved or implemented, despite good faith efforts to do so.

13.10 The Parties acknowledge that further decisions, mandates, policies, and approvals are required to implement the provisions of this Agreement and, where applicable, good faith efforts will be made by the parties to obtain those mandates in a timely manner.

13.11 In negotiating and attempting to reach agreement on measures to implement any of the provisions of this Agreement, the Parties will consider progress on reconciliation between them, the ongoing work of recognition and implementation of Tsay Keh Dene's Section 35 rights, and, where appropriate, the interests of all persons living, working and doing business in Tsay Keh Dene Territory.

13.12 This Agreement will be terminated in the following circumstances:

- (a) by written agreement of the Parties;

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- (b) 90 days following written notice of termination by a Party to the other Party in material breach of this Agreement and where the breach is not remedied within the 90-day notice period; or
 - (c) on written notice by Tsay Keh Dene to BC where a payment required by this Agreement is not made within 120 days from the date the payment was otherwise due by operation of this Agreement.

13.13 Notwithstanding section 13.12, the provisions in sections 12.1 and 12.2 on Economic Development Payments made to Tsay Keh Dene will survive termination of this Agreement.

13.14 This Agreement may only be amended by the written agreement of all Parties.

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13.15 This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by facsimile or e-mail transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement.

**PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of
Indigenous Relations and Reconciliation**

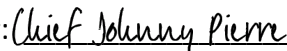
Per: 

Authorized Signatory

Name: Minister Murray Rankin

Date: March 31, 2023

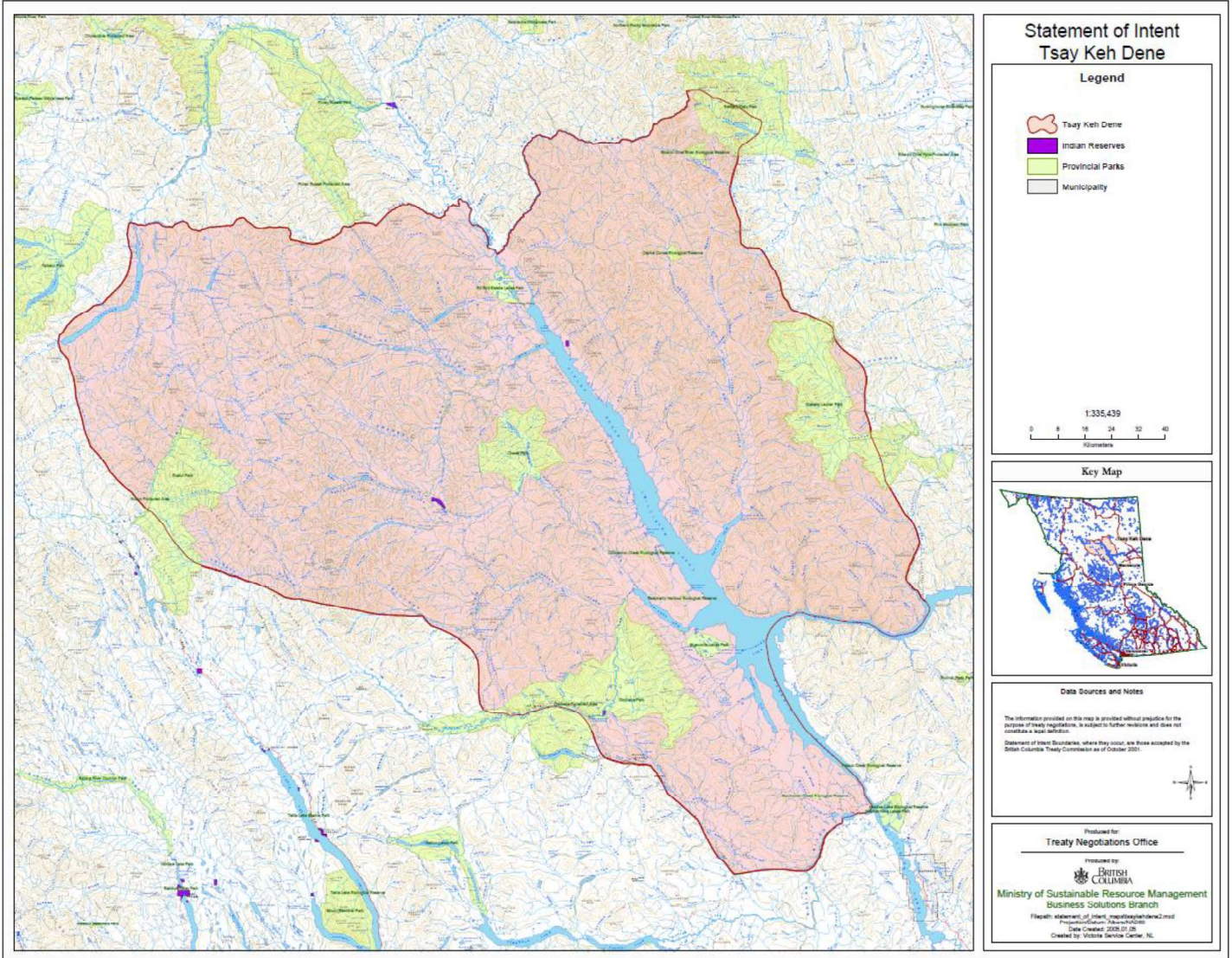
**TSAY KEH DENE NATION on their own
behalf and on behalf of their members**

Per: 

Chief Johnny Pierre

Date:

SCHEDULE A
MAP OF TSAY KEH DENE TERRITORY
 (for illustrative purposes)



**SCHEDULE B
PROVINCIAL FUNDING**

1. BC will seek approval for up to \$2,000,000 to be paid to Tsay Keh Dene from the Strategic Forestry Envelope to assist Tsay Keh Dene in forestry-related economic opportunities. Should BC obtain such approval, BC and Tsay Keh Dene will negotiate and seek to reach an agreement under which any such funds would be paid to Tsay Keh Dene.
2. Subject to sections 3, 4 and 5 of this Schedule B, BC intends to make the following funding contributions to Tsay Keh Dene under this Agreement:

BC Contributions	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Natural Resource Shared Decision-Making	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Economic Development	\$5,470,000	\$7,020,000	\$1,220,000	\$650,000	\$640,000
Socio-cultural	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
Subtotal	\$6,120,000	\$7,670,000	\$1,870,000	\$1,300,000	\$1,290,000
				5-year total:	\$18,250,000

3. BC will provide funding to Tsay Keh Dene in the amounts set out in the table in section 2 for the 2022-2023 BC fiscal year as soon as practicable after the Effective Date of this Agreement.
4. BC will provide funding to Tsay Keh Dene in the amounts set out in the table in section 2 for the 2023-2024 BC fiscal year on or before May 31 of that fiscal year, subject to Tsay Keh Dene having provided BC a Work Plan for the 2023-2024 BC fiscal year that is confirmed in writing by BC, acting reasonably, to be consistent with the purposes of this Agreement.
5. BC will provide funding to Tsay Keh Dene in the amounts set out in the table in section 2 of this Schedule B for the 2024-2025, 2025-2026, and 2026-2027 BC fiscal years on or before March 31 of each year, subject to:

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- (a) Tsay Keh Dene having provided BC an Annual Report for the prior BC fiscal year showing that Tsay Keh Dene has met its obligations under this Agreement for that fiscal year; and
 - (b) Tsay Keh Dene having provided BC a Work Plan for the upcoming BC fiscal year that is confirmed in writing by BC, acting reasonably, to be consistent with the purposes of this Agreement.
6. The obligation of BC to make any payments to Tsay Keh Dene under this Agreement in any BC fiscal year is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the _____, RSBC 1996, c. 138, to enable BC in the fiscal year when any expenditure in respect of an obligation may be required, to make that expenditure;
 - (b) Treasury Board, as defined in the _____, RSBC 1996, c. 138, not having controlled or limited expenditure under any appropriation necessary in order to make such payment; and
 - (c) Tsay Keh Dene being in compliance with all of its obligations under this Agreement.
7. BC may at any time at its sole discretion provide notice to Tsay Keh Dene that it intends to make future payments or portions of future payments required under this Agreement earlier than provided under sections 4 and 5, subject to section 6.

SCHEDULE C

Annual Report Template
(example only)

ANNUAL REPORT

TSAY KEH DENE NATION

INCREMENTAL TREATY AND RECONCILIATION AGREEMENT
(the "Agreement")

Reporting Period: [April 1, 20__ to March 31, 20__]

Date: [insert]

Amount of total funding distributed: \$ ____

Purpose	Planned Expenditures in Reporting Period	Actual Expenditures in Reporting Period	Outcomes Achieved	Variance Explanation

Confirmation

In accordance with section 10.1 of the Agreement, Tsay Keh Dene confirms that all actual expenditures were used in a manner consistent with the purposes of the Agreement.

Signed this ____ day of _____, ____:

Chief Johnny Pierre _____

Signature
.....

() on behalf of Tsay Keh Dene Nation