

Ajax Mine Project Government to Government Framework Agreement

Between:

Stk'emlupsemc te Secwepemc Nation, as represented by the Joint Chiefs Council of the Tk'emlups Indian Band and the Skeetchestn Indian Band (the "SSN")

And:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Energy and Mines (and Responsible for Core Review) (the "Province")

(Each referred to as a "Party" and collectively referred to as the "Parties")

Whereas:

- A. KGHM Ajax Mining Inc. (the "Proponent") is proposing to develop the Ajax Mine Project ("Project") near Kamloops, British Columbia and within the SSN's asserted traditional territory. The Proponent submitted an application to the British Columbia Environmental Assessment Office ("EAO") on September 14, 2015 and is planning to enter the operational permitting process in 2016.
- B. The Province has signaled that it wishes to be full partners with the SSN while working to remove impediments to progress in the further development of its government to government relationship. Such a goal is consistent with both the *New Relationship* vision and the *Transformative Change Accord*.
- C. The SSN and the Province entered into the Mines and Minerals Agreement and are parties to the Secwepemc Reconciliation Framework Agreement which set out processes and structures for engagement.
- D. Notwithstanding the SSN's concerns and strong objections to the timing and sequencing of the environmental assessment ("EA") and permitting process, the SSN and the Province wish to enter this Ajax Mine Project Government to Government Framework Agreement ("Agreement"), implement the SSN Assessment Process, Ajax Environmental Assessment Collaboration Plan and develop the Ajax Permitting Collaboration Plan for the proposed Project's regulatory processes.
- E. The collaborative processes established under this Agreement are intended to support efficient and fully informed shared decision making on the Project as part of the provincial regulatory process and the SSN Assessment Process based on:
 - i. mutual interests related to natural resource decisions, land management, fiscal arrangements of the proposed Project, and

- ii. an evaluation of adverse effects and beneficial interests (including SSN perspectives on potential economic burdens and benefits) that takes into consideration the Province's preliminary assessment that SSN have a strong *prima facie* claim to Aboriginal rights and title within the Project area.

1. Definitions. In this Agreement:

"360 Evaluation" means the feedback and review process document prepared by the SSN and provided to the Ajax Government to Government Committee prior to each 360 Review Process;

"360 Review Process" means the process described in section 5.2 that includes a 360 Review and a 360 Evaluation at identified Collaboration Points;

"Ajax Environmental Assessment Collaboration Plan" or "Ajax EA Collaboration Plan" means the procedural framework for collaboration identified in section 5.3 and attached as Schedule 1 on the environmental assessment certificate for the Project. For greater certainty, the Ajax EA Collaboration Plan does not apply to any amendments required to an environmental assessment certificate for the Project;

"Ajax Government to Government Committee" means the committee established under section 4.1;

"Ajax Permitting Collaboration Plan" means the procedural framework to be developed by the Parties in accordance with section 5.3 for collaboration on all initial permits and authorizations applications required to construct and commence operations at the mine and once agreed to by the Parties, this Agreement will be amended to attach it as Schedule 2. For greater certainty, the Ajax Permitting Collaboration Plan does not include collaboration on the environmental assessment certificate, exploration and amendments to existing exploration permits, the initial stages of the Goose Lake road closure application, and any future amendments to the permits and authorizations required to construct and commence operations of the Project ;

"Chief to Chief Table" means the table described in section 4.2;

"Common Process Schedule" means the process schedule developed and maintained by the Ajax Government to Government Committee which is described in section 5.4 and attached as Schedule 4, and any amendments thereto that are agreed to by the Parties;

"Collaboration Plans" means the Ajax EA Collaboration Plan and the Ajax Permitting Collaboration Plan;

"Collaboration Points" means key milestones identified in the Collaboration Plans;

"Decision Package" means a decision package described in section 5.3(g);

"EAO" means the British Columbia Environmental Assessment Office;

"Issue Tracking System" means the system described in section 5.1;

"Joint Chiefs Council" means the Chiefs of the Tk'emlups Indian Band and the Skeetchestn Indian Band and the Joint SSN Council acting on behalf of the members of the SSN communities;

"Major Mine Permitting Project Board" means the assistant deputy minister-level project board established to provide guidance and oversight to the full scope of permitting processes required to open or expand a major mine in British Columbia that includes representatives from the Ministry of Energy and Mines, EAO, Ministry of Environment, Ministry of Aboriginal Relations and Reconciliation ("MARR") and Ministry of Forests, Lands and Natural Resource Operations.

“**EAO**” means the Major Mines Permitting Office within the Ministry of Energy and Mines;

“**Mineral Rights Agreement**” means the agreement entered into by the Province and the SSN on April 7, 2009;

“**Negotiations Table**” means the table described in section 4.3;

“**Project**” means the Ajax mine project defined in the application provided to the EAO on January 18, 2016 for an environmental assessment certificate;

“**Proposed Negotiated Accommodation Package**” means the package described in section 5.6;

“**Responsible Ministries**” means those provincial ministries that are participating in the processes set out in this Agreement and their appropriate representatives, including the Ministry of Aboriginal Relations and Reconciliation, Ministry of Energy and Mines, Ministry of Environment, Ministry of Forests, Lands and Natural Resource Operations, and Ministry of Transportation;

“**Secwepemc Reconciliation Framework Agreement**” means the agreement entered into by the Province and the Secwepemc First Nations on April 4, 2013;

“**SSN**” or “**Stk’emlupsemc te Secwepemc Nation**” means the Tk’emlups Indian Band and the Skeetchestn Indian Band;

“**SSN Aboriginal Interests**” means asserted and SSN-declared title, rights and interests; and

“**SSN Assessment Process**” means the assessment process being undertaken by the SSN for the Project to facilitate informed decision making by the SSN communities in a manner which is consistent with SSN laws, traditions, and customs and assesses Project impacts in a way that respects SSN knowledge and perspectives.

2. Scope and Purpose.

- a) The purpose of this Agreement is to further the relationship between the SSN and the Province related the Project through the structures and processes set out below and identified for illustrative purposes in Table 1:
 - i. Ajax Government to Government Committee,
 - ii. Negotiations Table;
 - iii. Chief to Chief Table;
 - iv. Ajax EA Collaboration Plan;
 - v. Ajax Permitting Collaboration Plan;
 - vi. Proposed Negotiated Accommodation Package;
 - vii. linkages to the SSN Assessment Process; and
 - viii. linkages to broader reconciliation discussions.

- b) The scope of this Agreement and collaborative processes contemplated under this Agreement includes how the Responsible Ministries will:
 - i. undertake an assessment of how SSN Aboriginal Interests may be adversely affected by the Project and the seriousness of the potential adverse impacts as a result of the Project, to enable meaningful and adequate consultation; and

- ii. address and incorporate SSN’s concerns into the decision making process for the Project including proposed steps to accommodate SSN Aboriginal Interests with respect to adverse effects of the Project and to avoid, eliminate, or minimize adverse impacts on SSN Aboriginal Interests, including providing information to support the decision pursuant to the Environmental Assessment Act or permitting decisions by the Responsible Ministries’ relevant provincial statutory decision makers under their respective legislation.

Table 1: Ajax G2G Framework Agreement

i) Chief to Chief Table				
ii) Ajax G2G Committee				
iii) Negotiations Table				
EA Ajax Collaboration Plan and Schedule	Ajax Permitting Collaboration Plan and Schedule	Interim Engagement on Existing Workplans	Linkages to Proposed Ajax Accommodation Package	Linkage to Broader Reconciliation Discussions

3. Collaboration Principles. The Parties have a shared vision of a government to government relationship based on the following principles which the Parties agree to incorporate into substantive discussions through the Ajax government to government structures, Collaboration Plans, collaboration tools, any Proposed Negotiated Accommodation Package and respective decision making processes:

- a) recognition of the existence of SSN Aboriginal Interests and recognition of the importance of Secwepemc laws within SSN territory to the SSN;
- b) commitment to this Agreement does not require a duty to agree, but does require good faith efforts to understand each other’s concerns and move to address them;
- c) government to government processes are interconnected and some elements are directly related to the development and implementation of the Ajax Environmental Assessment Collaboration Plan and Ajax Permitting Collaboration Plan;
- d) the process of relationship-building requires respect, equality, honour and integrity:
 - i. respect requires each Party respect the responsibilities of the other; neither will attempt to coerce the other, and neither will attempt to undercut the role of the other;

- ii. equality requires each Party treat the other as an equal and to give equal consideration to their collaborative processes;
- iii. honour and integrity require that each Party acts with good intentions, taking the other's interests and concerns to heart, acting to 'stand each other up to be great and good'.

3.1 Story of Porcupine. The principles outlined in section 3(d) are found in the Re Skú7pecen re Stsptekwlls (The Story of Porcupine) as told to James Teit by Secwepemc storyteller Sexwélecken in 1900 and re-translated by Skeetchestn elders into Secwepemctsin, attached to this Agreement as Schedule 3, which is summarized as follows:

Secwepemc Ancestors told the foundation of reconciliation through the Story of Porcupine. In this story it is said that two People lived in conflict to one another. Their Chiefs were Elk and Swan. These people were interfering with each other's business leading to difficulties in putting away food and living in peace. What one group did well the other group did poorly and because of this the people suffered and were pitiful. Coyote was sent as a messenger but many times failed in the face of the deep snow and difficulty of the journey. It was Porcupine who brought the two People together and when the People humbled themselves and shared their knowledge they were able to learn from one another and consequently lived in peace and prosperity.

4. Ajax Government to Government Structures. The Parties will establish the following government to government structures to implement this Agreement:

- a) Ajax Government to Government Committee;
- b) Chief to Chief Table; and
- c) Negotiations Table.

4.1 Government to Government Committee. The Ajax Government to Government Committee:

- a) consists of representatives from SSN, EAO, the Responsible Ministries, and other government ministries as appropriate;
- b) is responsible for overseeing the implementation of this Agreement and using the collaboration tools identified in section 5 of this Agreement;
- c) meets bi-weekly or as required to support the implementation of the Collaboration Plans and the related regulatory processes;
- d) is responsible for clear and transparent communication and collaboration with respect to any proposed amendments to the Collaboration Plans;
- e) is responsible for appropriate information sharing with the Proponent, the Canadian Environmental Assessment Agency and other parties as applicable, about the structures and processes set out in this Agreement and Collaboration Plans; and
- f) is responsible for documenting timelines in the Common Process Schedule.

Chief to Chief Table. The Chief to Chief Table:

- a) consists of SSN leadership and assistant deputy ministers of the relevant Responsible Ministries; and
- b) may meet as required for issue resolution as contemplated in section 8.

4.3 Negotiations Table. The Negotiations Table:

- a) consists of representatives of the relevant Responsible Ministries and SSN; and
- b) is responsible for engaging on any Potential Negotiated Accommodation Package.

5. Ajax Collaboration Tools. The Parties will use the following collaboration tools when implementing this Agreement:

- a) Issue Tracking System;
- b) 360 Review Process;
- c) Ajax Environmental Assessment Collaboration Plan;
- d) Ajax Permitting Collaboration Plan;
- e) Interim Engagement Approach for Ajax Permitting;
- f) Common Process Schedule; and
- g) Proposed Negotiated Accommodation Package discussions.

5.1 Issue Tracking System. The Ajax Government to Government Committee will jointly establish, and EAO and MMPO will maintain, an Issue Tracking System to:

- a) identify SSN Aboriginal Interests and document issues raised during the collaborative processes;
- b) record and track the assessment of how SSN Aboriginal Interests may be adversely affected by the Project and the seriousness of the potential adverse impact as a result of the Project, to enable meaningful and adequate consultation;
- c) jointly identify the most appropriate venue contemplated under this Agreement or any other venue as mutually agreed upon to address the issues;
- d) help inform the comprehensive 360 Review Process;
- e) record and track how SSN's concerns are incorporated into the decision making process for the Project in order to accommodate, if required, SSN Aboriginal Interests with respect to adverse effects of the Project or to avoid, eliminate, or minimize adverse impacts if appropriate;
- f) record and track areas of disagreement between the Parties; and
- g) review and provide recommendations with respect to the Parties' ongoing government to government relationship.

5.2 360 Review Process. The SSN will provide a 360 Evaluation to the Ajax Government to Government Committee prior to each 360 Review conducted at Collaboration Points identified in the Collaboration Plans and the Common Process Schedule. The purpose of the 360 Review Process is to:

- a) review outstanding issues in the Issue Tracking System;
- b) explore potential resolutions or solutions to these issues;
- c) document any outstanding disagreements as to why an issue could not be resolved;
- d) report on and incorporate activities between the collaboration tools listed in section 5 in relation to Collaboration Points; and
- e) delineate timelines and linkages in this Agreement with any Proposed Negotiated Accommodation Package.

5.3 Collaboration Plans. The Parties will implement the Ajax Environmental Assessment Collaboration Plan and will develop and implement an Ajax Permitting Collaboration Plan. Each Collaboration Plan:

- a) sets out agreed-upon steps towards a predictable, practical, efficient, timely and fully informed shared decision-making process for both Parties' assessment and any potential permitting of the Project that appropriately addresses:
 - i. administrative fairness obligations that the Province owes to proponents;
 - ii. constitutional obligations that the Province owes to the SSN to consult deeply on the Project; and
 - iii. the responsibility of both Parties to make fully informed decisions;
- b) commits the Parties to work collaboratively on materials to support the decision making of all Parties in relation to the Project;
- c) sets out Collaboration Points that are informed by the activities of EAO, SSN and MMPO, and the development of any Proposed Negotiated Accommodation Package;
- d) is collaboratively developed by the SSN and the Responsible Ministries and any amendments must be agreed to by the Parties to that Collaboration Plan; and
- e) is a living document that may incorporate new collaboration ideas if and as they arise and are agreed to by the Parties to each Collaboration Plan;
- f) implements tools that identify and track disputes between the Parties with respect to the review of the Project and facilitate the incorporation of SSN's input into the decision-making process for the Project;
- g) is intended to result in a Decision Package for each process which will inform the relevant statutory decision makers:
 - i. **Environmental Assessment Collaboration Decision Package** – This Decision Package will include the EA Assessment Report and any outcomes of the SSN Project Assessment Process, both of which will be included in EAO's Decision Package provided to Ministers; and
 - ii. **Ajax Permitting Collaboration Decision Package** – This Decision Package will include any outcomes of the SSN Assessment Process or any submissions from the SSN and the mine review committee report, draft permits (including permit conditions) and a First Nation consultation report in accordance with the Ajax Permitting Collaboration Plan;

guides the Parties to avoid taking positions during the development and implementation of the Collaboration Plan and promotes the resolution of issues in an interest-based manner;

- i) sets out specific roles and responsibilities for issue tracking;
- j) provides opportunities for the Parties to consider the Proponent's and third party interests related to specific timing, objectives or circumstances;
- k) ensures the Proponent has access to relevant information and the opportunity to respond to issues affecting the assessment, reviews and permitting of the Project; and
- l) ensures information that is required in the implementation of this Agreement and Collaboration Plans is reasonable and fair through 360 Reviews to attempt to reconcile perspectives, determine next steps, and support process certainty.

5.4 Common Process Schedule. The Common Process Schedule identifies the Collaboration Points and timelines for the EAO regulatory review process, Ajax EA Collaboration Plan, SSN Assessment Process, Ajax Permitting Collaboration Plan, and the Ajax Government to Government Committee process, including the connection points between these respective processes. The Parties will make timely efforts to clarify and document timelines associated with each of these components with the shared interest of informed decision making as related to the Project. This Common Process Schedule is attached as Schedule 4 and is a living document that may be amended through agreement by the Parties.

5.5 Interim Engagement on Existing Work Plans. The Parties will continue to collaborate on existing interim engagement work plans for exploration permit applications, amendments to existing exploration permits, the initial stages of the Goose Lake road closure application, and other applications for authorizations not contemplated in the Ajax Permitting Collaboration Plan.

5.6 Proposed Negotiated Accommodation Package. The Parties will use the Negotiations Table to discuss accommodation or reconciliation measures outside of those available as part of the regulatory processes. Any Proposed Negotiated Accommodation Package will be submitted to the SSN Assessment Process, responsible ministers for the EA, and the statutory decision makers for provincial permits for consideration when assessing the adequacy of the Province's consultation.

6. Capacity Funding. Capacity funding in the amount of \$150,000.00 has been provided to SSN to support the SSN in implementing this Agreement, primarily the Collaboration Plans. The Parties acknowledge that the SSN may make further capacity funding requests which will be considered by the Province. It is the SSN's perspective that their costs exceed the funding provided.

6.1 Appropriations. Notwithstanding any other provision in this Agreement, any payment of funds by the Province to SSN under this Agreement is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, R.S.B.C. 1996, c. 138, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment;
- b) Treasury Board, as defined in the Financial *Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.

Decision-Making Processes. Sections 2 and 3 of this Agreement set out the purpose and scope of this Agreement and collaborative principles. The Parties agree that collaboration under this Agreement towards efficient and fully informed decision making includes utilizing the following decision-making processes:

- a) EAO has the responsibilities given to it under the *Environmental Assessment Act*, S.B.C. 2002, c. 43 and the EA project leads, as delegated by the EAO executive director, will retain responsibility for planning and conducting the Project environmental assessment in accordance with the *Environmental Assessment Act* and the responsible ministers will retain responsibility for making a decision under section 17 of the *Environmental Assessment Act* to:
 - i. issue an environmental assessment certificate to the Proponent, and attach any conditions to the certificate that the ministers consider necessary;
 - ii. refuse to issue the certificate to the Proponent; or
 - iii. order that further assessment be carried out, in accordance with the scope procedures and methods specified by the ministers;
- b) MMPO is responsible for coordinating the Project's permitting process and all Responsible Ministries retain their authority to make permitting decisions associated with the Project, including any decision to:
 - i. issue the permit or approvals;
 - ii. refuse to issue the permit or approvals; or
 - iii. require additional information to be submitted.
- c) MARR is responsible for the ongoing reconciliation efforts of the Province and will lead the all of the engagement and mandating for SSN Interests and issues outside of the scope of the Project. MARR will also coordinate a provincial approach to any Potential Negotiated Accommodation Package for the Project; and
- d) SSN has made a declaration of title to Pipsell (Jacko Lake and its surroundings), a cultural keystone area with significant spiritual and historical importance to the SSN and is undertaking an assessment process to determine if the SSN give their free, prior and informed consent to change the land use objective to allow for development of the lands and resources for the purposes of the Project in accordance with SSN laws, traditions, customs and land tenure systems supported by the following five (5) assessments: Indiginomics, Health & Wellness, Timcw, Integrity and Respect (Cultural Heritage).
The SSN do not have a mandate but a responsibility to manage their territory. The SSN are yecminme7. The Stk'emlupsemc are the caretakers of Jacko Lake and area "Re Stk'emlupsemc w7ec te tsyecwminst.ses re Pípsell".

8. Issue Resolution. The Parties will adopt a collaborative and interest-based approach to the implementation of this Agreement and will attempt to resolve substantive issues related to the Project and the implementation of this Agreement and the Collaboration Plans in an interest-based manner using the following tools and in accordance with section 8.1:

Issue Tracking System to track issues identified when implementing this Agreement and its collaboration tools, including Collaboration Plans;

- b) 360 Review Process at Collaboration Points to:
 - i. review outstanding issues in the Issue Tracking System;
 - ii. explore resolution of/solutions to these issues; and
 - iii. document outstanding disagreements including SSN's concern, the Province's response to that concern; how the concern was addressed and incorporated into the decision-making process(es) and views on how the issue can be addressed.

8.1 Decision Document Phase: Either Party will seek to resolve any outstanding issues as set out in each of the Collaboration Plans in the decision Document Package development phase in the Ajax Permitting Collaboration Plan or development of the EAO Decision Package (Collaboration Point #13) in the EA Collaboration Plan as follows:

- a) the Ajax Government to Government Committee will make reasonable efforts to meet and attempt to resolve the issue, unless one or more of the suggested solutions provided is agreeable to the relevant regulatory agency;
- b) where the Ajax Government to Government Committee is unable to resolve an issue under 8.1(a), either Party may request a meeting of representatives at the Chief to Chief Table; and
- c) where the Chief to Chief Table, SSN leadership and the relevant members of the Major Mine Permitting Project Board have made reasonable efforts but are unable to resolve the issue, the outstanding points of disagreement will be documented in writing to form part of the official record, and included in the applicable Decision Package at least:
 - i. 5 business days before the decision Document Package being provided to relevant statutory decision makers for permitting; and
 - ii. 5 business days before the anticipated referral date to ministers under the British Columbia *Environmental Assessment Act* process.

Each Party may then proceed with its decision-making process.

9. Dispute Resolution. The Parties will adopt a collaborative and interest-based approach to the interpretation of this Agreement. In the event that disagreements arise related to the interpretation of this Agreement and/or the Collaboration Plans that are attached as schedules to this Agreement, the Parties will attempt to resolve issues at the Ajax Government to Government Committee. If the Ajax Government to Government Committee is not able to resolve issues related to the interpretation and implementation of this Agreement, the Parties must document the outstanding issues and may request a meeting of representatives on the Chief to Chief Table.

10. Term and Termination. This Agreement will take effect upon the date it is fully executed by each of the Parties and will terminate upon 30 days' written notice by either Party.

Wind-Down Process. If the Project is not granted an environmental assessment certificate then the Parties will engage in a wind down process to assess next steps regarding SSN Aboriginal Interests.

- 10.2 EA Amendments.** Subject to section 13.2 of this Agreement, if the Project is granted an environmental assessment certificate the Parties will seek to develop mutually agreeable arrangements to collaborate on future EA amendments related to the Project.
- 10.3 Future Permits and Permit Amendments.** Subject to section 13.2 of this Agreement, if the Project is granted the initial permits and authorizations required to construct and commence operations of the Project, the Parties will seek to develop mutually agreeable arrangements to collaborate on future permits and amendments related to the Project.
- 11. Linkages.** The Parties agree the structures and processes set out in this Agreement are the means by which the Parties will engage on the Project and meet obligations under the *Secwepemc Reconciliation Framework Agreement* or the *Mining and Minerals Agreement*, if applicable in the circumstances.
- 11.1 Broader Reconciliation Discussions.** The Parties agree that this Agreement is a further step in the evolution of their government to government relationship as it relates to SSN Aboriginal Interests in the SSN's traditional territory and that further steps will be supported by ongoing work that includes the culture and heritage work of the SSN, government policy, and other regulatory processes. SSN interests in broader reconciliation discussions include, but are not limited to:
- a) SSN role in land and resource management;
 - b) land and resource management;
 - c) environmental and cultural stewardship;
 - d) shared decision making and monitoring; and
 - e) economic arrangements.
- 11.2 SSN Assessment Process.** SSN has developed the SSN Assessment Process and the Parties will integrate that process into the Collaboration Plans.
- 12. Amendments.** The Parties may agree to amend this Agreement or the Collaboration Plans in writing as follows:
- a) this Agreement may be amended by the agreement of the Parties;
 - b) the Ajax EA Collaboration Plan may be agreed to or amended and incorporated into this Agreement by the agreement of the authorized representative of the EAO and the SSN;
 - c) the Ajax Permitting Collaboration Plan may be agreed to or amended and incorporated into this Agreement by the agreement of the authorized representative of the MMPO and the SSN; and

- d) the Common Process Chart may be amended by the agreement of the authorized representatives of the SSN, EA, and MMPO.

13. General Provisions

13.1 Not a Treaty. The Agreement does not:

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*; or
- b) establish, affirm, recognize, abrogate or derogate from any Aboriginal rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

13.2 No Admissions. Nothing in this Agreement:

- a) is an admission by the Province of the validity of the claims by SSN to an Aboriginal right recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, or that the Project and any related government actions have resulted or will result in an infringement of any Aboriginal or treaty right(s) recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- b) precludes SSN from raising concerns about the adequacy of the Crown's consultation or accommodation in connection with any approvals of the Project and nothing in this Agreement amounts to an acknowledgement or agreement by SSN that the Crown has satisfied its duty to consult and accommodate to the proposed Project;
- c) precludes the Province from relying on the engagement under the Collaboration Plans or on any accommodation agreement if challenged in any legal actions or proceedings with respect to the adequacy of consultation, accommodation or compensation for any alleged infringement of SSN rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* in relation to the Project;
- d) precludes, limits or hinders the SSN from accessing any programs or opportunities that are generally available to First Nations in British Columbia, including a request to meet with relevant ministers or to benefit from future changes to related policy; or
- e) prevents or restricts SSN from claiming, defending or responding to or intervening in, court or other proceedings in order to protect the claims of SSN relating to their assertion of aboriginal rights, title and interest against the Proponent, the Province, or any other party.

13.3 Further Approvals. Any accommodation agreement or other measures proposed by either Party as part of the collaborative processes described in this Agreement, including the Proposed Negotiated Accommodation Measures are subject to each Party obtaining all required mandates and approvals, including any Cabinet or Treasury Board approvals.

13.4 Discretion. Nothing in this Agreement will be interpreted in a way that would affect or interfere with any legislative authority or fetter the discretion given to any decision-making authority.

13.5 Representations and Warranties. SSN represents and warrants to the Province, with the intent and understanding that such representations and warranties will be relied on by the Province in

entering into this Agreement, that it enters into this Agreement for, and on behalf of itself and its members, and that as represented by Joint Chiefs Council, it has the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement.

13.6 Schedules and Appendices. The following schedules are attached and form part of this Agreement:

- | | |
|-------------------|--|
| Schedule 1 | Ajax Environmental Assessment Collaboration Plan |
| Schedule 2 | Ajax Permitting Collaboration Plan (to be added upon completion) |
| Schedule 3 | Re Skú7pecen re Stsptekwlls (The Story of Porcupine) as told to James Teit by Secwepemc storyteller Sexwélecken in 1900 and re-translated by Skeetchestn elders the story into Secwepemctsin |
| Schedule 4 | Common Process Schedule |

13.7 Interpretation. For purposes of this Agreement:

- a) "including" means "including, but not limited to" and "includes" means "includes, but not limited to";
- b) the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- d) words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires otherwise;
- e) any reference to a corporate entity includes any predecessor or successor to such entity; and
- f) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

Execution in Counterpart. This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by electronic transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of:


Stk'emlupsemc te Secwepemc Nation



Chief Fred Seymour

September 6, 2016.

Date



Witness of Chief Fred Seymour's signature


September 6, 2016



Chief Ron Ignace

September 6, 2016

Date

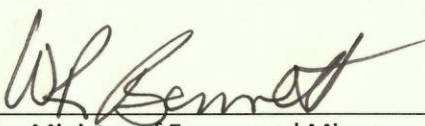


Witness of Chief Ron Ignace's signature

September 6, 2016

Signed on behalf of:

Her Majesty the Queen in Right of the Province of British Columbia



The Minister of Energy and Mines

Sept 6 /16

Date



Witness of Minister signature

09-06-16

Schedule 1

Environmental Assessment Collaboration Plan (BCEAO-SSN) KGHM Ajax Project

A. Context and Purpose

EAO and SSN, in a spirit of cooperation and partnership, commit to working collaboratively to complete the Environmental Assessment ("EA") for the Project as described in the Application for an environmental assessment certificate (the "Application"). EAO and SSN (in this Schedule collectively referred to as the "Parties") are seeking an approach to collaboration that will embed SSN and the SSN Project Assessment Process in the BC EA process. An interconnected and directly related government-to-government process is underway between SSN and the Province regarding the Project ("G2G Process"). The G2G and EA processes will be informed by the activities of each, and feedback mechanisms will exist between them.

No collaboration plan has been created between SSN and the Canadian Environmental Assessment Agency ("Agency") or the federal government regarding the Project. Should the Agency or the federal government decide to have the Project reviewed by a federal review panel, it is agreed that this Ajax EA Collaboration Plan and associated timelines will be revisited and revised accordingly.

Based on the principles set out in the Ajax Mine Project Government to Government Framework Agreement ("G2G Agreement"), EAO and SSN agreed to the creation of this Ajax EA Collaboration Plan that sets out a procedural framework to guide the consultation and accommodation process during the environmental assessment (EA) of the Project, specifically focussed on potential Project impacts on asserted and SSN-declared title, rights and interests ("SSN Aboriginal Interests"). The purpose of the EA Collaboration Plan is to support informed decision making and ensure that SSN has direct input into the provincial decision-making process and to ensure that SSN's input is adequately considered in the EA Process. This EA Collaboration Plan is unique to the EA for the Project.

B. Process Overviews

Provincial Environmental Assessment Process

EAO assesses proposed major projects for potentially significant environmental, economic, social, heritage and health effects (the "five pillars"), including cumulative effects that may occur during the lifecycle of the proposed projects. EAO neutrally administers a process that is predictable, transparent, procedurally fair, and holds all participants accountable. EAO seeks to meaningfully engage Aboriginal groups in that process. EAO seeks advice from government and experts, and engages the public to inform its work. EAO oversees compliance and conducts enforcement for the life of projects.

SSN Project Assessment Process

SSN has developed the SSN Assessment Process (which includes an SSN Review Panel), which is intended to, according to SSN, facilitate informed decision making by the SSN communities in a manner which is consistent with SSN laws, traditions, and customs. SSN has advised that it will undertake its own assessment of Project impacts on SSN Aboriginal Interests in a way that will respect SSN knowledge and perspectives.

SSN describes the following phases/steps in the SSN Project Assessment Process:

1. SSN will, with their communities, assemble/select representatives of an SSN Review Panel.

2. SSN has stated that they will conduct oral proceedings (“SSN Review Panel”) that will consider the Project and its impacts, using Secwepemc laws, traditions, customs and land tenure systems, and may include input from SSN Knowledge Keepers, SSN community members, SSN technical experts, other experts, other First Nations, KGHM Ajax Limited, and/or others as identified by SSN.
3. Following the oral proceedings, the SSN Review Panel will prepare its Decision Package for the SSN Joint Council in answer to the following question, “In recognition of the Declaration of Title to Pipsell (Jacko Lake & its surroundings), a cultural keystone area with significant spiritual and historical importance to the Stk’emlupsemc te Secwepemc Nation, does the Stk’emlupsemc te Secwepemc Nation give their free, prior and informed consent to change the land use objective to allow for development of the lands and resources for the purposes of the Ajax Mine Project in accordance with the Stk’emlupsemc te Secwepemc Nation’s laws, traditions, customs and land tenure systems supported by the SSN five (5) assessments of Integrity, Health & Wellness, Indiginomics, Respect (Cultural Heritage), & Timcw.
4. SSN Joint Council will review and consider the SSN Review Panel Decision Package including any Proposed Negotiated Accommodation Package further to the G2G Agreement and make a decision on whether the SSN support/agree to the Project proceeding and if so, on what conditions.
5. Prior to the SSN Chiefs and Council decision, SSN will hold community engagement meetings to discuss the results of the SSN Review Panel Decision Package.
6. SSN Chiefs and Council will make a final decision on the significance of the impacts of the Project based on the SSN Review Panel Decision Package and provide to EAO the results of their decision in a final package to be reviewed, responded to, and integrated in the EAO’s Decision Package for referral to provincial Ministers, to inform the Ministers’ decision on whether an EA Certificate will be issued for the proposed Ajax Project.
7. In order to meet the time lines of the provincial EA process, SSN will seek to complete the SSN Review Panel hearing proceedings 70 days before the end of the of the 180 day provincial Application Review and provide the Decision Package to EAO no later than day 150 (see collaboration point #14).

Note regarding confidentiality

SSN considers some aspects of the SSN Assessment Process to be confidential. As a matter of administrative fairness and transparency, inputs to EAO that materially affect the Proponent must be made available to the Proponent and to the extent possible, publicly available. To the extent possible, concerns about publicly disclosing sensitive information can be addressed by presenting the information in a manner that addresses the EA’s information requirements while respecting concerns regarding public disclosure. All information provided to EAO through the SSN Project Assessment Process is subject to disclosure under the *Freedom of Information and Protection of Privacy Act*.

C. Collaboration Points

The Parties agree to collaborate at the following Collaboration Points:

1) Develop a Detailed Process Schedule/Timeline

- a) Within three weeks of finalization of the EA Collaboration Plan or prior to the beginning of the application review phase (“Application Review”) (whichever is sooner), the Parties commit to collaboratively drafting a detailed process schedule that includes proposed dates and timelines for the collaboration points listed below (“EA Detailed Process Schedule”).

- b) The Parties recognize that the EA Detailed Process Schedule may be modified as the Application Review phase progresses. The Parties agree that the schedule will respect timelines required to meet requirements under the BC *Environmental Assessment Act* and Regulations.
- c) The EA Detailed Process Schedule will also set out reasonable time for EAO to seek the views of, and hold discussions with, SSN and to respond to any outstanding comments or concerns.
- d) The EA Detailed Process Schedule will be based on timelines in the provincial EA process and the Common Process Schedule at Schedule 4. [A process will be developed for change management in the event that the schedule needs to be adjusted.]

2) EA Advisory Working Group activities

- a) SSN will continue to participate in the EA Working Group, including attending meetings, and providing comments/input within review periods applicable to the Working Group.
- b) Participation in the Working Group does not preclude SSN from providing input on the Application directly to EAO or the Ajax Government to Government Committee, within the timelines established for the Working Group or as outlined in the Common Process Schedule.

3) Review of Proponent's consultation activities prior to Application Review

- a) Prior to Application Review, the Parties will meet and review the Proponent's past and proposed consultation activities with SSN identified in the Application and discuss what additional measures for consultation by the Proponent with SSN are needed.
- b) EAO will request the Proponent to revise their First Nation Consultation Plan to incorporate the SSN Project Assessment Process and Ajax EA Collaboration Plan. EAO will provide a rationale in relation to any outstanding comments or concerns of SSN.
- c) This Collaboration Point will be the subject of an SSN 360 Evaluation and discussion between the Parties at a 360 Review.

4) Evaluation/Screening of Application

- a) EAO and SSN will develop an agreed format for SSN's submission of comments to support the screening decision by EAO. The format must support the EAO table of concordance process and also provide an efficient and effective approach for SSN input.
- b) EAO and SSN will develop an agreed schedule for meetings during the screening process.
- c) Meetings will provide opportunities for discussions and resolution of issues regarding key Application evaluation issues from SSN's perspective.
- d) A final meeting will be held after SSN makes final submission of screening comments (by November 9, 2015), and prior to an evaluation decision by EAO, to discuss any outstanding comments or concerns of SSN.
- e) EAO will meaningfully address and, where appropriate, substantially integrate SSN's concerns and will provide a written rationale in relation to any outstanding comments or concerns of SSN prior to making its decision on whether the application is acceptable to it.
- f) This Collaboration Point will be the subject of an SSN 360 Review Report and discussion between the Parties.

5) Proponent's addendum submission to application

To address part of the information required to inform assessment of impacts on SSN Aboriginal Interests, EAO has required the Proponent to provide certain information at day 60 of Application Review, which will be informed by a preliminary report provided by SSN at day 30 of Application Review.

- a) The Parties will review and comment on this submission of the Proponent. As per Collaboration Point #6, SSN may identify requests for information.
- b) This Collaboration Point will be the subject of an SSN 360 Evaluation and discussion between the Parties at a 360 Review.

6) Identification of additional information needs

- a) Requests for information by SSN for the Proponent can be submitted to EAO on the following schedule:
 - i. By day 45 of the Application Review, consistent with the Common Process Schedule, for requests related to the Application as submitted.
 - ii. Within 15 days of the submission of the Proponent's addendum (deadline for submission of day 60), or day 75 of the Application Review, whichever is latest.
 - iii. Within 7 days of the completion of the SSN Review Panel discussions, and not later than day 116.
- b) The Parties will discuss requests for information to ensure understanding of needs and purpose. These will be responded to by the EAO and/or the Proponent and documented in the Issue Tracking System. EAO will determine whether to formally require information from the Proponent as part of the EA process.
- c) Where one or both Parties identify additional information as necessary for understanding potential project impacts on SSN Aboriginal Interests or for the development of avoidance/ mitigation/ accommodation measures, and such information is not available to allow it to be adequately considered during the regulatory timelines of Application Review, the Parties will explore approaches to address recommendations or requests for timeline extensions or suspensions, or consensus recommendations for alternative approaches to address the limits to information.
- d) One approach may include advancing an EA to the referral stage with explicit acknowledgement and documentation of information gaps. This point may be the subject of any Chief to Chief Table meeting contemplated in the issue resolution process described in section 8.1 of the Ajax Mine Project Government to Government Framework Agreement.
- e) EAO will provide a rationale in relation to any outstanding SSN requests for information, comments, concerns or recommendations as part of the 360 Review Process.
- f) This Collaboration Point will be the subject of an SSN 360 Evaluation and discussion between the Parties at a 360 Review.

7) Review of Proponent responses to SSN comments on Application

- a) The Parties will meet and review the Proponent's responses to SSN comments on the Application. The Parties will ensure the comments are in the Issue Tracking System and discuss whether an additional response is needed. The Parties will invite the Proponent to meetings as appropriate.
- b) EAO will provide a rationale in relation to any outstanding SSN comments on the Application.

8) Approaches to assessing seriousness of impacts on SSN Aboriginal Interests

The Parties are seeking to ensure a common understanding of the scope of SSN Aboriginal Interests and how the impacts of the project on SSN Aboriginal Interests are assessed.

Scope of SSN Aboriginal Interests

For EAO/the Province, Aboriginal Interests are generally understood to be those that have previously been addressed in case law to date regarding asserted or established rights, rooted in Section 35 of the *Constitution Act* (e.g. Aboriginal title, Aboriginal right to hunt, trap, fish, gather, spiritual/cultural beliefs/sites).

For SSN, Aboriginal Interests may include the identification and description of: (1) biophysical (value components, ecological interconnectedness, biodiversity), (2) Aboriginal rights (tangible [e.g. fishing, hunting] and intangible [invisible losses, health social and interconnection to tangible impacts and title] (3) Aboriginal title (SSN decisions on the use and management and benefits of the area). Aboriginal Interests may also include the five assessment areas set out in the SSN Assessment Process.

- a) The Parties will collaborate to identify and document the scope and nature of SSN Aboriginal Interests potentially impacted by the Project to be used in the respective assessment processes. The Parties will seek to consider the same Aboriginal Interests if and where possible. There may be agreement to use the same Aboriginal Interests or agreement to use different descriptions that are mutually recognized.
- b) Aboriginal Interests considered by each Party for the assessment (and any differences) will be documented by day 45 of the Application Review process.

Assessment of impacts on SSN Aboriginal Interests

EAO undertakes assessments of the seriousness on impacts to Aboriginal Interests based on a consideration of relevant factors that has been shared with SSN. SSN is seeking to determine a methodology to support the SSN Assessment Process that includes a consideration of historical impacts, current impacts and potential/proposed project impacts.

- c) The Parties will collaborate to identify and document the respective approach to assessing the impacts to SSN Aboriginal Interests from the Project to be used in their respective assessment processes. The Parties will seek to utilize the same approach to assessment if and where possible. The Parties may agree to use the same assessment approach or agree to use different approaches that are mutually recognized.
- d) The Parties will document their respective approach(es) to assessment (and any differences from that used by the other party) and share them with each other by day 45 of the Application Review process.
- e) EAO will describe how the methodology - be that the same or different methodologies - was applied in the EAO's Aboriginal consultation report ("Aboriginal Consultation Report") (Collaboration Point #13).

9) Identification and description of Project impacts, avoidance/mitigations and proposed accommodation

A key component of the EAO Aboriginal Consultation Report is the identification and description of project impacts on Aboriginal Interests, measures to avoid/mitigate such impacts, and other proposed accommodation. The Parties will work collaboratively to assess project impacts and implement the methodology developed as per Collaboration Point #8. The results of that assessment will be documented in the EAO Aboriginal Consultation Report.

- a) The Parties will assess the project impacts of the Project on SSN Aboriginal Interests in accordance with the documented methodology(ies) from Collaboration Point #8.
- b) The Parties will share the preliminary results of their respective assessments (in draft form) with the other for comment no later than 45 days prior to the anticipated referral to Ministers.

10) SSN Review Panel oral proceedings

- a) To inform the assessment of impacts to SSN Aboriginal Interests, EAO will attend at the SSN Review Panel hearings, at minimum as observers.
- b) By one month prior to the SSN Review Panel, SSN will provide EAO with an overview of the intended format of the SSN Review Panel, any information requests, and the requested role of EAO in the SSN Review Panel. EAO will advise SSN of any questions or concerns regarding EAO's participation in the SSN Review Panel.
- c) No less than two weeks prior to the SSN Review Panel, EAO and SSN will develop an agreement detailing EAO's participation in the SSN Review Panel hearings. The agreement will detail any information-sharing constraints and/or provisions regarding confidentiality and the recording of sensitive information.
- d) To ensure appropriate confidentiality in relation to any sensitive information, SSN will provide EAO with a summary of the SSN Review Panel hearings, and/or will provide EAO with clear indication of what information is sensitive and Parties will discuss how to appropriately address the sensitive nature of that information in EAO's notes in a manner that addresses EAO's information requirements
- e) Implementation of the SSN Panel Review participation agreement between SSN and EAO will be the subject of an SSN 360 Evaluation.

11) Review of Proponent's First Nations Consultation Report during Application Review

EAO requires the Proponent to provide a report on First Nations consultation (Proponent's First Nation Consultation Report) by day 120 of Application Review.

- a) During Application Review, the Parties will meet and review the Proponent's First Nations Consultation Report and discuss the status of issues and discuss what, if any, additional measures for consultation by the Proponent with SSN are needed.
- b) If EAO determines that additional measures are necessary, EAO will direct the Proponent to undertake these measures.
- c) EAO will provide a rationale in relation to any outstanding comments or concerns of SSN regarding the Proponent's First Nation Consultation Report.
- d) This Collaboration Point will be the subject of an SSN 360 Evaluation and discussion between the Parties at a 360 Review.

12) Development of draft EA conditions and accommodation for inclusion in the EAO Decision Package

The EA process will result in proposed measures to avoid, mitigate or otherwise accommodate potential impacts of the proposed Project on SSN Aboriginal Interests. The development of accommodations in the EA is based on the following process:

- i. the Proponent provides mitigations and accommodations in their Application;
- ii. through the EA process and the SSN Project Assessment Process, new mitigations and accommodations may arise or existing ones may change;
- iii. accommodations can also be proposed by EAO in a table of conditions (the purpose of which is to recommend legally-binding requirements) and a certified

project description (that describes the project's components and activities) to Ministers. The table of conditions and certified project description set out the legal framework for a project, should it be granted an environmental assessment certificate.

- iv. EAO reports to Ministers on any other proposed government accommodations (such as those developed through the G2G Agreement), any accommodations proposed by SSN, and any accommodations proposed by the Proponent directly to SSN (if these are not bound by confidentiality agreements).
- a) The Parties will discuss and collaboratively evaluate the measures developed by the Proponent to avoid, mitigate or otherwise accommodate potential impacts of the proposed Project on SSN Aboriginal Interests. The Parties will include the Proponent in these discussions, as necessary.
- b) The Parties will work collaboratively to consider information from both provincial and SSN assessment processes to complete the table of conditions and the certified project description.
- c) Development of the table of conditions and the certified project description will begin approximately 85 days prior to the anticipated referral to Ministers, and must be completed, to be incorporated into the EAO Decision Package, 15 days prior to the end of the of the 180 day provincial Application Review. Any conditions proposed by SSN for inclusion in the table of conditions will be shared with EAO sufficiently early to meet this schedule.
- d) EAO will inform Ministers of any evaluation that SSN provides of the adequacy of these mitigations and accommodations.

13) Development of EAO Decision Package – Aboriginal Consultation Report and Assessment Report

The EAO Aboriginal Consultation Report includes conclusions as to the seriousness of impacts of the proposed Project on Aboriginal Interests and the adequacy of consultation and accommodation. The EAO Aboriginal Consultation Report is a significant component of the overall EAO assessment report ("Assessment Report"). The purpose of the Assessment Report is to provide an analysis and conclusions regarding the predicted effects of the proposed Project, including developing conclusions on the significance of adverse effects of the Project on the valued components in the Application Information Requirements.

- a) EAO will seek SSN input on the development of the EAO Aboriginal Consultation Report. The process for seeking input will begin as early as day 105. Schedule for input will be developed as part of Collaboration Point #1.
- b) The Parties will use the approach for assessing seriousness of impacts that is established under Collaboration Points #8 and #9 of this Plan. Where different methodologies are used by the Parties, EAO and SSN will review and discuss any key differences in the seriousness of impact assessment results and will document these in the EAO Aboriginal Consultation Report.
- c) To support the development of the EAO Aboriginal Consultation Report, the Parties will work together as described earlier in this Ajax EA Collaboration Plan to document and address the following elements:

- i. description of information considered in the development of the EAO Aboriginal Consultation Report, including information received through the SSN Project Assessment Process;
 - i. identification of potential impacts of the Project on SSN Aboriginal Interests, including identifying whether potential impacts are subject to mitigation. The impacts will include a consideration of the cumulative effects on SSN Aboriginal Interests by the Project;
 - ii. determining whether avoidance or mitigation measures are appropriate;
 - iii. determining whether potential impacts are not avoidable or mitigatable (i.e. residual impacts) and how those impact are to be accommodated and where any differences of opinion in identification and recognition of such impacts and accommodation, these will be mutually recognized and documented to form part of the official record;
 - iv. determining whether accommodation measures are appropriate and where any differences are determined regarding appropriateness these will be mutually recognized and will be documented to form part of the official record.
- d) EAO's Aboriginal Consultation Report will reflect SSN's views on the elements above. Where differences are determined between what EAO accepts for change and what SSN provided as input, these will be mutually recognized and will be documented in the Issue Tracking System to form part of the official record.
 - e) The EAO Aboriginal Consultation Report will be informed by the information and analysis developed during the EAO's review of the Application, and the steps undertaken as part of this EA Collaboration Plan, the table of conditions and certified project description, and inputs/results of the SSN Project Assessment Process.
 - f) EAO and SSN will meet to discuss the outcome of the SSN Project Assessment Process and the SSN draft Decision Package, and discuss measures to address and integrate SSN's Decision Package into the EAO's Aboriginal Consultation Report.
 - g) If EAO and SSN – after they have exchanged their respective Decision Packages – disagree about the adequacy of consultation and accommodation measures, the Parties agree to implement the issue resolution process described in section 8.1 of the G2G Agreement. Any meeting of the Chief to Chief Table contemplated under section 8.1 (c) of the G2G Agreement must take place no less than 10 days prior to the anticipated referral date.
 - h) EAO will provide a rationale in relation to any outstanding comments or concerns of SSN regarding the EAO Assessment Report and Aboriginal Consultation Report.

14) SSN submission of the SSN Decision Package

- a) The final, complete SSN Decision Package will be provided to EAO by day 150 of the Application Review to allow for EAO to review the information prior to providing Ministers with EAO's Decision Package.
- b) Prior to the submission of results of the SSN Decision Package to EAO, SSN will discuss key issues with EAO and will provide preliminary drafts of SSN documents to EAO to allow consideration and integration of SSN views into the EAO Decision Package documents such as the table of conditions, certified Project description and/or EAO Aboriginal Consultation Report and Assessment Report.
- c) EAO will provide a written response to the SSN Decision Package, provided that package is received by EAO by day 150. If a response is developed by EAO, it will be developed and provided to SSN within 20 days of receipt of the SSN Decision Package; a response

may be a separate document as advice to Ministers and/or changes to the Assessment Report. Should SSN have comments on EAO's response, comments need to be received by EAO at least 5 days prior to the referral to Ministers. Any such comments from SSN will be provided to Ministers as part of the EAO Decision Package.

- d) EAO will include the SSN Decision Package in the referral to Ministers.

15) G2G bi-weekly meetings/teleconferences:

- a) EAO will meet with SSN as described in the G2G Agreement at the bi-weekly Ajax Government to Government Committee meetings.
- b) During these bi-weekly meetings, collaborative discussions between the Parties can occur, including regarding the EA process, including: Proponent's First Nation Consultation Report (Collaboration Point #11), Proponent responses to SSN comments on Application (Collaboration Point #7), proposed mitigations, accommodations and conditions (Collaboration Point #12), and EAO's Aboriginal Consultation Report (Collaboration Point #13).
- c) Issues identified through the EA process that are not EA issues will be discussed at the Ajax Government to Government Committee meetings, with the goal of ensuring they are brought to the appropriate parties and forum.
- d) Regular topics at the Ajax Government to Government Committee bi-weekly meetings will include updating the EA Detailed Process Schedule (Collaboration Point #1) and the 360 Evaluation (Collaboration Point #16).

16) Issue tracking, documentation and 360 feedback

- a) To ensure a comprehensive and accountable record of issues and responses, the Parties commit to implementing an Issue Tracking System as outlined in section 5.1 of the G2G Agreement.
- b) SSN will develop an SSN 360 Evaluation, a comprehensive feedback and review process/document. SSN will submit the 360 Evaluation to the Ajax Government to Government Committee at Collaboration Points identified in this Ajax EA Collaboration Plan for discussion at a 360 Review.
- c) The Parties commit to collaboratively reviewing activities across the provincial EA process, SSN Assessment Process and the Ajax EA Collaboration Plan.
- d) The Parties will discuss the format in which the feedback and review will be shared with each other to ensure efficient and effective use of time and resources.
- e) The timing of the 360 Reviews will be defined in the EA Detailed Process Schedule. Before each of the Collaboration Points, the SSN will share an outline of issues, concerns and recommendations related to that particular Collaboration Point arising from all processes (provincial EA, SSN Assessment Process, Ajax EA Collaboration Plan). EAO will meaningfully address in a timely fashion and, where appropriate, substantially integrate SSN's concerns and will provide a written rationale in relation to any outstanding comments or concerns of SSN. Where incorporation of all SSN recommendations is not achieved, this will be documented in writing to form part of the official record.
- f) SSN 360 Evaluation meetings will be scheduled, whenever possible, to be on the same day as the agreed-to bi-weekly meetings. Where this is not possible, the meetings will generally occur by teleconference.

17) Post Ministers' Decision on the Environmental Assessment Certificate Application

- a) Following the Ministers' decision on whether to issue an environmental assessment certificate to the Proponent, the Executive Director or delegate will meet with SSN to discuss the decision and next steps.

Schedule 3

Re Skú7pecen re Stsptekwlls (The Story of Porcupine) as told to James Teit by Secwepemc storyteller Sexwélecken in 1900 and re-translated by Skeetchestn elders the story into Secwepemctsin

Re Skú7pecen re Stsptekwlls (the story of Porcupine)

This stsptekwll was told to James Teit by Secwepemc storyteller Sexwélecken in 1900, unfortunately only rendered in English as re-told by Teit in his own prose.

The Skeetchestn elders re-translated the story into Secwepemctsin.

Cw7it te qelmúcw tsyem-ekwe ne nekúlecw te tmicw.

A large number of people lived together in one place, so they say.

Re speqmíc ri7 re kúkwpi7s-ekwe.

Swan was their chief, they say.

Ne kekéw te təcwlúlecw, te nekúlecw-ekwe me7 re scwesét-kt, te tekenu7s re skwelkwélt, tsyemes-ekwe te tícwll te qelmucw te sts7émet.stem te Tsí7emc.

In another far away place, one day's journey away, beyond the snowy mountains lived another group of people, they were called the Deer People.

Yi7éne te tmescéen lu7 re tsi7, re teniye, re selcwéyecen, re sxwetéy, re yigelécken ell re s7i7llcw.

These people included deer, moose, caribou, mountain goat, mountain sheep and some others.

Re tcetś-ekwe lu7 re kúkwpi7s.

They say that their chief was Elk.

Ye-ekwe yiri7 k scmentwécws te tsqwétsten te m-sq7es.

For a long time they had been enemies.

Kwemtús re skelcmentwécws, tri7 yem wel re kwekwiyúsem re s7elkwstsi7llens

They were interfering in each other's business all the time, that's why they had a hard time putting away food.

Tecticwell re stkwenm7íple7s, ell re tsutsúwet.s.

They each had a different kind of government and different ways of doing things.

Nekúsem relralt re sw7ecs, kemell nekusem ta7 tri7 k sle7s, tri7 yem wel kwemtús re skwekwiyusems.

What one group did well the other group did poorly, that is why all of them they always suffered.

Re spipyuy7e titéypens re tmescéen ell re tmescéen titéypens re spipyuy7e tri7 wel qwenqwént re xwexwéytes.

The birds were acting like four-legged animals, and the four-legged animals acted like birds, that is why they were all pitiful.

Re speqmic qwenmíns es texwentés tkenhé7e re lele7stw7écws, es ta7es cuytsem re skelcmentwécws.

Swan wanted to fix how they could be good to each other, so that they wouldn't interfere in one another's affairs any more.

Re speqmic necwentés es pálpelt.s re tsqwétsten, trí7 yem wel w7ec re yewsentwécwes.

The swan believed that the people were stubborn that is why they were troublesome and were being a nuisance to one another.

Ne7ku7 te sitqt te m-ístkmes, le gáttés re swucwt ne skwelkwélt, m-melkwilcmens re kwéseltktens re speqmic.

One day in winter when the snow was deep in the mountains, Swan gathered his people together.

Neri7 m-lexéyect.s stemi re sptínesems, m-yews re sulltimt.s swéti7 me7 nes es tsxlitens re tcetś, swéti7 trí7 re sxilems me7 éyentem cw7it te sxílem.

And he told them what he had thought, and then asked who would go to invite Elk to come, and whoever would do that would be paid lots of dentalium.

Tsúntem te skélép, "Re ntsétswe7 me7 néns-ken." M-yews re sllecwentés re s7ícenst.s te stemstítemt.s, tskerniy te silltsu7úwi, ell xwexwéyt re sxixlems ell re mémles.

Coyote said, "I will go." Then he put on his fancy clothes, his embroidered moccasins, all his dentalia and his necklaces.

Le estklucwes m-qwetséts re skélép, kémell ta7ks qwenens es kwétems ne xgátt te swucwt. Trí7 yem m-tentyénmens re c7istkten wel tskwtek re skékw7es le xqilltes re kwéseltktens.

Coyote left at sundown, but he did not want to walk in the deep snow. That's why he kept circling the underground house until sunrise when his relatives woke up.

M-séwentem te speqmic, "kénem me7e ta7 ke7 sqwetséts ey?"

Swan asked him, "How come you have not left yet?"

M-éytsentem te skélép, "m-etsxmimen tucw ens cwiwselc, trí7 wel ta7 ey ken sqwetséts te sqeltus. E r7ales me7 qwetséts-wen.

Coyote answered, "I was practicing running, that's why I haven't left for the mountains yet. I will leave tonight.

M-r7ales tspíqwstem le qwetsétses te kwéseltktens wel re m-legúp.

In the evening the relatives watched him until he was out of sight.

Ta7 k sq7es m-xpqnwénses k sgátt7uys re swucwt, cwelpilc m-tspelqilcwes, m-stsilcwes ne kwellkémts re xnicw ne ckemqíns re c7istkten .

It was not long until he found the snow too deep, so he turned around and went back, and he lay down under the ladder on the roof of the underground house.

Le xqilltes re qelmucw m-wiktem te xexe7 re s7itcs re skélép, m-xúqleqses. M-séwentmes te speqmic, "kénem mé7e ta7 ke7 sqwetséts ey?"

When the people woke up they saw that coyote was fast asleep and snoring. Swan asked him, "why didn't you leave yet?"

tsuntem te skélép, "m-etsxmímen ens cwiwselc, trí7 yem wel cetsétsus-ken." E r7áleses me7 wetséts-wen.

Coyote told him, "I was practicing running, and that's why I got tired. I will leave tonight.

Re speqmic m-séwens re kwseltkens sweti7 me7 exték es qwetséts.s. Xwexwéyt re stsetsut, yiri7 re sku7pecen tikwemtus re skukuwétems ne skwelkwelt, ne gaít te swucwt, trí7 yem me7 exték es qwetséts.s.

Swan asked his relatives who would be the fittest one to go. They all said that the porcupine always walked in the snowy mountains in the deep snow, that's why he would be the fittest one.

Trí7 yem m-twinélesmentem re sku7pecen es qwetséts.

Thus, they depended on Porcupine to go.

Íqwentés re silltsú7uúwis ne sitest wel re m-cwéñwen, m-yews re syexs te qwets.

He sewed his moccasins

Le-tsekúlecwes re tmicw m-qwetsétses.

He left at the break of dawn.

M-wiktmes te skélép m-tuliímentem, tsuntmes, "yumell re ntsétswe7 ta7 ks xenwéwen ens qwetséts, tkenhé7e me7 xillt.s yi7ene te qwenqwént, te kenkint, te ctsetsscécen te kwséltkten-kt es í7eks ne gaít te swucwt?

When Coyote saw him, he laughed at him and said, "If even I could not make it, how can this pitiful, slow and shortlegged relative of ours make through the deep snow?"

E r7áleses m-kitsc re sku7pecen re tcetś re tsitcws, xexé7 re stleís, stsmuxmux-ekwe te scúyent ell te swucwt.

In the evening, Porcupine arrived at Elk's house, he was very exhausted and covered in ice and snow.

Le qw7étses re skú7pecen, m-kectés re tcetś te stéltsnems re speqmic es tsxlitens re tcetś met re kwséltkens. M-yews re sulltimcwes te stiteñc ell te íéqceñ es íqwentés re silltsú7uúwis.

After Porcupine had warmed himself, he gave Elk the message from Swan and asked for sinew and an awl to sew his moccasins.

Le-wi7es re stéltsnems, m-tsuntem te tcetś, "Pexyéwt me7 tégwentp-kucw re ntsétswe7 met ren kwseseltkten ne tmicw-emp."

When he was finished delivered, Elk told him, "tomorrow me and my people will visit you in your country.

M-pelqílc re sku7pecen ne tmicws, m-lexéy'ect.ses re speqmic stemi lu7 re stéltsnems re tcetś.

Porcupine returned to his country, and then he told Swan what Elk's message was.

Le yigapes re tcetś met re kwséltktens m-tsecwmintem, m-yews re smetéms.

When Elk and his relatives arrived they were warmly greeted and feasted.

Le wi7es re s7illens m-xitelc well re speqmic met re kwséltktens ne sxetéqs re tcetś.

After they finished eating, Swan and his relatives knelt before Elk.

Re speqmic m-tslexemcit.s xwexwéyt re stem re stslexméms, ell m-lexéyect.s tkenhe7e m-tsetseclémentwécwes, 7ri7 yem m-kectéses re tcetš xwexwéyt re texpqnwéllens ell re m-tkwenm7iplieses.

Swan shared his wisdom with them and told them how they could fix one another.
This is how he gave Elk all his knowledge and his advice.

M-yews re tcetš met re kwselktens m-xitelc ne sxtéqs re speqmíc ell re tcetš m-kectés xwexwéyt re sptinesems ell re tkwenm7ipe7s.

yiri7 re sxepqnwellentwécws ell tqwews p7ecws re sle7s re sxenwéllens es tsetséts.s es yucwmentwecws.

Then Elk and his relatives knelt before Swan and Elk shared all his thoughts and his advice. And this is how they learned from one another, and they were able to look after one another.

M-yews re p7ecws re sle7s re sw7ecs, m- le7stwécw wel me7 yews, m-ta7es cuytsem re stšniqentwécws.

Then they lived much better, they were good to one another from then on, and they stopped fighting.

Yiri7 re tkwenm7iplieses wel me7 tekwemite7.

These are the laws they gave to one another.

Re skú7pecen m-kwenwéñses te cwesqlew te sxixlem. M-yews re skucwsentem te skelép.

And Porcupine became rich with dentalia and was much envied by Coyote.

Yiri7 re stsecwtéps!

This is the end.

Skwelst = porcupine quills

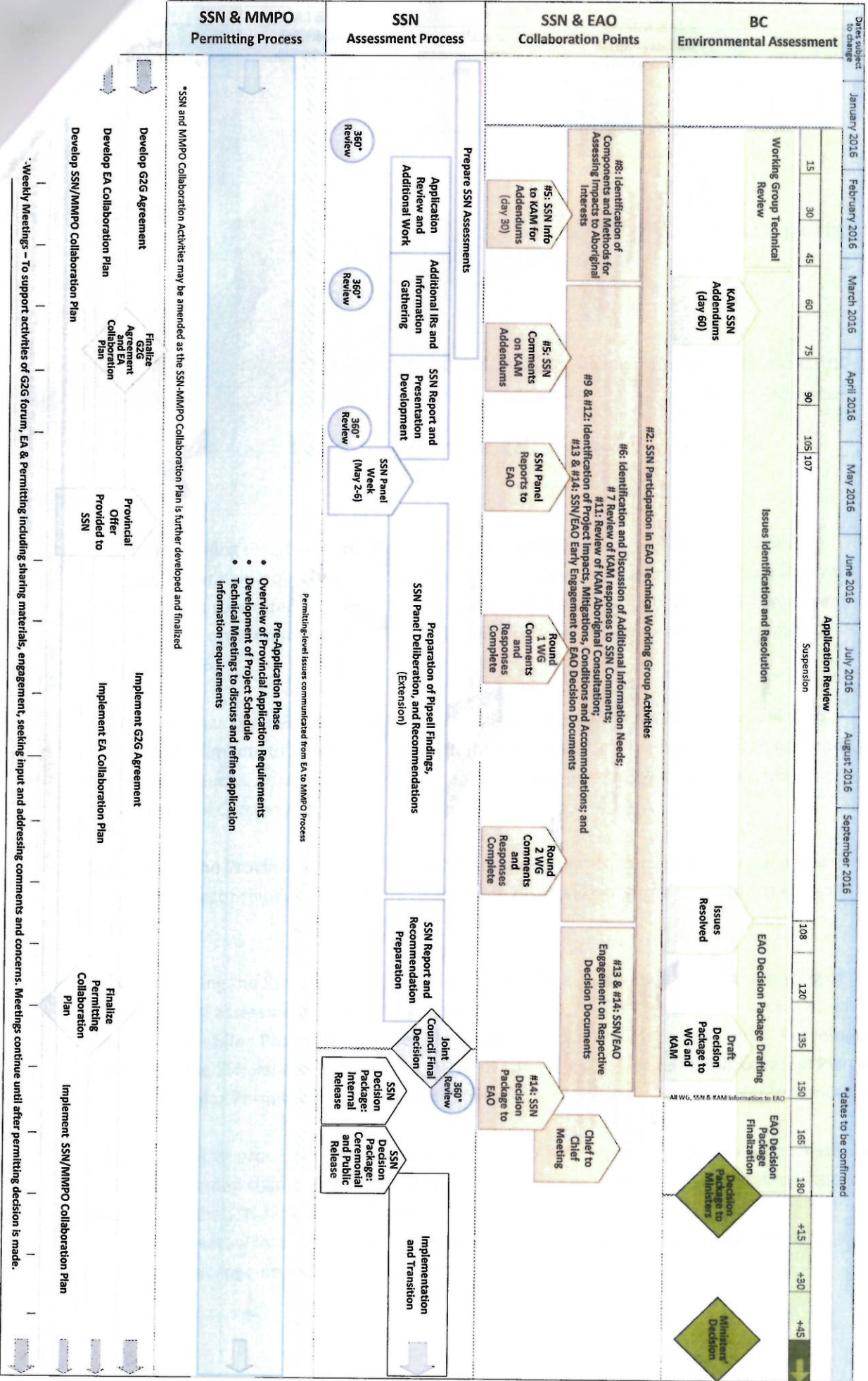
Tseltołcnem "long strides"

Sxixlem – dentalium shells

Sqeqlmcellp - great hunter, warrior

Proposed Ajax Mine Project – Common Process Schedule

* The Common Process Schedule is a living document and may be amended through agreement by the Parties



ject – Common Process Schedule

chedule is a living document and may be amended through agreement by the Parties

December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	Sept 2017	Oct 2017	Nov 2017	Dec 2017
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*MCA suspension dates to be confirmed following lifting of suspension

