

**PATHWAY FORWARD 2.0. AGREEMENT**  
(the "Agreement")

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Indigenous Relations and Reconciliation, the Minister of Forests, Lands, Natural Resource Operations and Rural Development, and the Minister of Energy, Mines and Petroleum Resources

("B.C.")

**AND:**

**BURNS LAKE, NADLEH WHUTEN, NAK'AZDLI WHUT'EN, SAIK'UZ FIRST NATION, STELLAT'EN FIRST NATION, TAKLA NATION, and TL'AZT'EN NATION**, each on their own behalf and on behalf of their members

("CSFNs")

**AND:**

**CARRIER SEKANI TRIBAL COUNCIL**, a society under the *Societies Act*, S.B.C. 2015, c. 18

("CSTC")

(Hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**")

**WHEREAS:**

- A. The Parties entered into the Environmental and Socio-Cultural Initiatives Agreement ("**ESCIA**") on April 2, 2015 to address environmental and socio-cultural cultural matters in connection with natural gas pipelines that were being proposed in the CSFNs' traditional territories ("**Territories**");
- B. The Parties also entered into the Collaboration Agreement on April 2, 2015, which established a framework to:
  - (i) facilitate ongoing reconciliation of Crown and Aboriginal titles and rights in the Territories;
  - (ii) negotiate government-to-government agreements in relation to natural resource development and environmental stewardship in the Territories; and
  - (iii) create a new government-to-government relationship based on collaboration and agreement.
- C. Building on the foundation of the Collaboration Agreement in which B.C. recognized the existence of Carrier Sekani Aboriginal title and rights in the Territories, the Parties entered into the *Whubats'ut'en Nus Whetee Agreement* (the "**Interim Pathway Forward Agreement**") on March 28, 2017 to continue their work together in a collaborative, step-

wise manner towards ongoing reconciliation of Carrier Sekani and B.C. titles, rights, and interests in the Territories;

- D. The Parties have continued to negotiate reconciliation mechanisms between them across all resource sectors that empower the CSFNs to engage in economic, social, cultural, and political development in the Territories;
- E. The Parties will continue to work together in a manner that supports efforts by the CSFNs and CSTC to implement this Agreement in collective ways, all while respecting Carrier Sekani Aboriginal title and rights and the CSFNs' pursuit of self-determination;
- F. The Parties wish to enter into this Agreement to consolidate their government-to-government arrangements and build towards comprehensive reconciliation by:
  - (i) enhancing their government-to-government relationship in a manner that:
    - (a) integrates sustainable economic development, stewardship, culture, and governance;
    - (b) creates opportunities for substantial and valuable new equity positions for the CSFNs and their members in the regional economy in ways that benefit CSFN and non-CSFN communities;
    - (c) closes socio-economic gaps between CSFN and non-CSFN communities;
    - (d) sustainably manages lands, water, air, and natural resources in a way that contributes to the CSFNs' ability to meaningfully exercise their Aboriginal title, rights, and interests in the Territories while also enabling enhanced economic development that benefits the CSFNs and the regional economy;
    - (e) provides capacity to assist the CSFNs in carrying out the governance work to:
      - (1) enhance relationships between CSFN governance processes and B.C. decision-making processes;
      - (2) strengthen intergovernmental relations;
      - (3) revitalize and enhance CSFN governance structures and potentially build new ones; and
      - (4) move to self-governance under a comprehensive reconciliation agreement;
    - (f) continues the social and cultural work started under the ESCIA;
    - (g) provides enhanced predictability for the Parties, industry, and the public in British Columbia; and
  - (ii) establishing a framework to negotiate a comprehensive reconciliation agreement ("**CRA**") during the Term, which is based on a step-wise approach to reconciliation and appropriately considers the roles of the CSFNs, B.C., and Canada.

**NOW THEREFORE** in consideration of the promises and mutual covenants and agreements hereinafter set out, the Parties hereby agree as follows:

**PART 1 – VISION**

- 1.1 **Shared vision for comprehensive reconciliation.** The Parties' shared vision for comprehensive reconciliation is to effect change to bring about circumstances such that Carrier Sekani peoples are self-determining, self-governing, self-sufficient, and can practice their culture, traditions, and customs within their Territories as an important and honoured part of British Columbia society.
- 1.2 Core elements of the Parties' shared vision for comprehensive reconciliation include:
- (a) Carrier Sekani peoples are self-governing through recognized government(s) under s. 35 of the *Constitution Act, 1982*, and enjoy strong government-to-government relationships with B.C. and Canada;
  - (b) Carrier Sekani governance integrates traditional and elected forms, and includes jurisdiction to raise revenues required to administer Carrier Sekani governance institutions;
  - (c) Carrier Sekani Aboriginal title and rights are implemented by agreement in a manner which enhances harmonious and cooperative relationships among federal, provincial, and Carrier Sekani governments, based on principles of justice, democracy, respect for human rights, non-discrimination, certainty of jurisdiction, and good faith;
  - (d) strong, flexible and enduring relationships between the Parties that can be continuously improved;
  - (e) Carrier Sekani governance and stewardship of the lands, ecosystems, and resources in the Territories are implemented by agreement, and provide the basis for managing them so as to ensure their continued use and occupation by future generations of Carrier Sekani peoples;
  - (f) historic grievances have been addressed or are being addressed through mutually-defined processes;
  - (g) Carrier Sekani culture is recognized, understood, and celebrated in the region, in British Columbia, and, more generally, in Canada;
  - (h) the socio-economic gap between Carrier Sekani and other communities in Canada is closed; and
  - (i) Carrier Sekani businesses and partnerships are integral to a stable and dynamic regional economy.

## PART 2 - PURPOSE

- 2.1 **Purpose.** The purpose of this Agreement is to provide the mechanisms by which the Parties will work together in a collaborative, step-wise manner towards long-term and comprehensive reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories to help realize their joint vision ("**Purpose**").
- 2.2 The Parties will achieve the Purpose by:
- (a) negotiating subsequent agreements to continue to advance long-term and comprehensive reconciliation between the Parties, including a CRA as set out in Part 4; and
  - (b) implementing the following reconciliation measures to contribute towards long-term and comprehensive reconciliation between the Parties:
    - (i) implementing a collaborative CSFN/B.C. economic development initiative as set out in Part 5;
    - (ii) providing payments to the CSFNs that contribute to economic accommodation for provincial forest and range decisions made during the Term as set out in Part 6;
    - (iii) developing and implementing governance matters, including continuing existing, and establishing new, decision-making processes in connection with natural resource development and environmental stewardship in the Territories as set out in Part 7;
    - (iv) furthering the Parties' stewardship commitments through engagement at the Environmental Stewardship Initiative Omineca Demonstration Project Team ("**ESI Demo Project Team**");
    - (v) promoting and enhancing social and cultural well-being and opportunities for CSFN communities and members through the mechanisms established in Part 8; and
    - (vi) monitoring, assessing, and managing the implementation of this Agreement.

## PART 3 – PRINCIPLES

- 3.1 **Principles.** The Parties will be guided by the following principles in implementing this Agreement:
- (a) reconciliation is a process rather than a final outcome;
  - (b) the reconciliation process involves working together in a collaborative, step-wise manner toward ongoing reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories;

- (c) the Parties will coordinate their efforts in implementing this Agreement to:
  - (i) contribute towards long-term and comprehensive reconciliation between the CSFNs and B.C.;
  - (ii) take meaningful, incremental steps to achieve mutually-beneficial economic, socio-cultural, and stewardship outcomes that are integral to reconciliation;
  - (iii) build awareness and support for the Parties' reconciliation efforts within CSFN and non-CSFN communities;
  - (iv) systematically move away from an adversarial relationship to a true government-to-government relationship that encourages collaboration and joint problem-solving and where both Parties seek to avoid conflict; and
  - (v) work with Canada to advance long-term reconciliation.

#### **PART 4 – COMPREHENSIVE RECONCILIATION AGREEMENT**

4.1 **Commitment to comprehensive reconciliation.** The Parties are committed to comprehensive reconciliation and will negotiate a CRA during the Term through the Reconciliation Table they established in March 2017 in accordance with this Part 4.

4.2 The CRA will:

- (a) be based on recognition and implementation of Carrier Sekani Aboriginal title and rights;
- (b) reconcile Carrier Sekani and Crown titles, rights, and interests in the Territories;
- (c) set out how Carrier Sekani Aboriginal title and rights will be implemented through various intergovernmental arrangements; and
- (d) be based upon and guided by, where applicable, the *United Nations Declaration on the Rights of Indigenous Peoples*, the Truth and Reconciliation Commission's *Calls to Action*, and relevant case law.

4.3 As a first step, the Reconciliation Table will continue to negotiate in good faith and seek to reach agreement on the outline, structure, and core elements of a CRA ("**Outline**") by exploring a variety of topics, including:

- (a) **Environmental Stewardship**, including environmental protection, enhancement, and restoration, management of land, air, water, and resources in the Territories, access management, and strategic planning;
- (b) **Environmental Assessment and Regulatory Review of Major Projects**;
- (c) **Governance and Decision-Making**, including: (i) reconciliation of CSFN, B.C. and Canada's respective jurisdictions, governance, laws, and responsibilities; (ii) legislative recognition of CSFNs as governments with law-making jurisdiction; and (iii) decision-making processes and related intergovernmental arrangements;

- (d) **CSFN Lands**, including the identification, principles and approaches that will apply to legal recognition of Carrier Sekani Aboriginal title lands in a step-wise manner, land selection and transfer, the legal status of lands, and incremental land transfers;
- (e) **Fiscal Relations, Revenue Sharing and Economic Matters**, including implementation funding;
- (f) **Forestry**;
- (g) **Mining**;
- (h) **Carbon**;
- (i) **Water**;
- (j) **Socio-Cultural Matters**, including education and training, culture, language, children and families, healthy communities, and justice;
- (k) **CSFN Sustainable Economic Development**;
- (l) **Dispute Resolution**; and
- (m) **General Provisions**, including measures to achieve greater stability and lasting certainty for the CSFNs and B.C. in the Territories.

4.4 **Review of Outline.** The Leadership Table, as continued under this Agreement in Part 9, will review, and seek to endorse, the Outline within 60 Working Days of the execution of the Agreement by all of the Parties. Each Party will then seek any mandate required to enable and inform CRA negotiations.

4.5 **Tripartite CRA negotiations.** The Parties:

- (a) agree that Canada's participation in CRA negotiations will:
  - (i) enhance their capacity to address their interests;
  - (ii) help resolve core elements of a CRA, including CSFN self-governance, historic grievances, and Carrier Sekani Aboriginal title lands; and
- (b) will continue to work together to engage Canada:
  - (i) in CRA negotiations to achieve ongoing reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories; and
  - (ii) with respect to developing an intergovernmental fiscal relationship for CRA negotiations and implementation to work towards achieving ongoing reconciliation.

- 4.6 **Reconciliation Table.** The Reconciliation Table will structure its CRA negotiations so as to:
- (a) continue to make progress on a bilateral (CSFN-B.C.) basis on those matters that can be negotiated and implemented between the CSFNs and B.C.;
  - (b) focus on priority areas to exercise CSFN jurisdiction and authority, including in connection with Carrier Sekani children and families; and
  - (c) secure Canada's commitment to participate as a partner in, and prioritize, the CRA negotiations, including in connection with:
    - (i) those matters that require Canada's involvement in the negotiations; and
    - (ii) capacity funding and fiscal resources that will facilitate ongoing reconciliation.
- 4.7 **Sub-tables.** The Parties will, where necessary, create sub-tables of the Reconciliation Table to facilitate and streamline their negotiations, including:
- (a) a Forestry Sub-Table;
  - (b) a Mining Sub-Table; and
  - (c) a sub-table(s) to address CSFN interests in historic issues.
- 4.8 **Forestry-related matters.** The Parties will continue to negotiate forestry-related matters through the Forestry Sub-Table. The negotiations at the Forestry Sub-Table will seek to reach agreement on innovative solutions to work towards reconciling the Parties' interests, which are set out in **Schedule "A"**, in a step-wise manner to address the following priorities:
- (a) tenure opportunities in the Territories, including long-term, area-based and volume-based tenures;
  - (b) the relationship between the CSFNs and British Columbia Timber Sales ("**BCTS**"), including all elements of BCTS' operations in the Territories;
  - (c) forestry economic development and commercial relations with non-CSFN tenure holders; and
  - (d) other topics identified by the Parties during the Term and prioritized in the work plan developed under section 9.4.
- 4.9 **New CSFN forest tenures.** The Parties acknowledge and agree that CSFN economies have been, and are, to a large extent, forestry-based, and that providing the CSFNs with new, long-term forest tenures is an essential element to the strategic objectives of the regional economic development initiative set out in section 5.2.
- 4.10 **Step-wise approach to new CSFN forest tenures.** The Parties will implement a step-wise approach to making recommendations to the Minister of Forests, Lands, Natural

Resource Operations and Rural Development (“**Forest Minister**”) on a priority basis about how the Forest Minister can provide the CSFNs with new, long-term forest tenures.

- 4.11 In particular, the Parties will focus their initial recommendations on how the Forest Minister can provide the CSFNs with new, long-term forest tenures in the Prince George Timber Supply Area (“**TSA**”).
- 4.12 The Parties will then develop recommendations on how the Forest Minister can provide the CSFNs with additional new, long-term forest tenures, including in other TSAs that intersect with the Territories.
- 4.13 **Immediate measures.** As a measure of good faith and as part of the step-wise approach to reconciliation that the Parties have adopted, the Reconciliation Table and/or the sub-tables will, during the Term, continue to discuss and negotiate immediate measures to enhance ongoing reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories, subject to B.C. and the CSFNs taking steps in good faith to seek and obtain any mandates required to do so.

## **PART 5 – CSFN/B.C. REGIONAL ECONOMIC DEVELOPMENT INITIATIVE**

5.1 **Vision statement.** The Parties share a common vision that:

- (a) their government-to-government partnership on regional economic development established in this Agreement is a cornerstone of reconciliation;
- (b) the innovative approaches and new financial mechanisms provided for in this Agreement are designed to assist the Parties achieve the desired outcomes, which include:
  - (i) CSFNs holding major equity positions in the regional economy, including ownership interests in mining, forestry, and energy projects, transportation services, industrial and non-industrial service industries, as well as education and health services;
  - (ii) indicators of CSFN community well-being that are on par with indicators for other communities, provincially and nationally;
  - (iii) a healthy regional economy in which CSFN and non-CSFN communities are flourishing and prospering; and
  - (iv) the ability of the CSFNs and B.C., in partnership, to attract significant, new investment in major energy and natural resource projects in the Territories.

5.2 **Strategic objectives.** The Parties acknowledge and agree that they will work together in a collaborative, consensus-based, step-wise manner to:

- (a) initiate collaborative economic development driven by regional (such as major projects and forestry) and CSFN community-based economic development initiatives with a view to creating substantial and valuable new equity positions for the CSFNs and their members in the regional economy over time that results in:

- (i) increased capital investment in the region through the development of major natural resource and energy projects;
- (ii) increased capital investment in both CSFN and non-CSFN businesses;
- (iii) increased numbers of jobs for CSFN members and local communities;
- (iv) enhanced and new sources of revenue to support CSFN self-determination and nation-building;
- (v) increased sector competitiveness and predictability for the CSFNs, B.C., and industry; and
- (vi) enhanced opportunity for the CSFN to access new tenures,

all supported by provincial, CSFN, federal, and private sector financing mechanisms;

- (b) establish sources of capital and other financing mechanisms, or explore the use of existing mechanisms, to support CSFN economic development;
- (c) increase sources of capital over time, including by drawing in federal funding commitments and cultivating partnerships with the private sector;
- (d) enhance the Parties' collaborative capacity to foster regional economic development through CSFN economic development initiatives;
- (e) implement and enhance the Parties' economic development partnership in a manner that contributes to, and facilitates, comprehensive reconciliation; and
- (f) resolve territorial overlap disputes and shared areas in the Territories that will deliver predictability in support of economic development.

5.3 **Regional Economic Development Initiative.** The Parties will take the following steps to contribute to the joint development of their regional economic development initiative:

- (a) jointly develop a terms of reference for an economic development advisory committee ("**Advisory Committee**") within 20 Working Days of the execution of the Agreement by all of the Parties;
- (b) establish the Advisory Committee and jointly appoint its members within 40 Working Days of the execution of the Agreement by all of the Parties; and
- (c) work collaboratively to jointly develop a framework for the Parties' regional economic development initiative within 60 Working Days of the execution of the Agreement by all of the Parties, taking into account any recommendations from the Advisory Committee and the outcome of engagement with local governments.

5.4 **Advisory Committee.** The Advisory Committee will:

- (a) make recommendations to the Parties in connection with:

- (i) the terms of reference developed under section 5.3(a); and
- (ii) developing a framework for the Parties' regional economic development initiative under section 5.3(c);
- (b) review and approve CSFN economic development proposals to access the Economic Development Fund pursuant to section 5.7;
- (c) propose options to review and approve CSFN economic development proposals to access Economic Development Fund Payments made pursuant to section 5.5(b);
- (d) recommend to the Parties how to operationalize the CSFN Wealth Fund developed under section 5.9;
- (e) advise the Parties on how to increase the sources of capital in the Economic Development Fund and the CSFN Wealth Fund over time, including by drawing in federal funding commitments and cultivating partnerships with the private sector;
- (f) review and develop financing mechanisms to support CSFN investments;
- (g) advise the Parties on regional economic development opportunities, including mechanisms to facilitate and enhance CSFN economic participation in those opportunities;
- (h) advise the Parties on mechanisms to attract new investment in the regional economy;
- (i) support CSFN economic development initiatives;
- (j) develop a list of resources available to the CSFNs in relation to economic development initiatives;
- (k) make recommendations about financing options to support CSFN economic development initiatives, including how provincial loan guarantees and other mechanisms can support such initiatives;
- (l) evaluate the outcomes of implementing CSFN economic development initiatives, including initiatives carried out pursuant to the Forest Opportunities Initiative established under section 12(b)(i) of the Interim Pathway Forward Agreement, to develop best practices and incorporate lessons learned, and consider gender based analysis approaches and methodologies to support advancing "Gender Based Analysis +" and report the results of those evaluations to the Parties; and
- (m) advise the Parties on the development of a body that could be implemented through the CRA to perform these and other economic development-related functions.

- 5.5 **Economic Development Fund.** B.C. will pay \$70,000,000 to CSTC, on behalf of the CSFNs, to establish a fund to support CSFN economic development initiatives (the “**Economic Development Fund**”) as follows:
- (a) \$10,000,000 within 10 Working Days of execution of the Agreement by all of the Parties;
  - (b) the following amounts after the Parties have established the Advisory Committee and a framework for their regional economic development initiative pursuant to section 5.3(c):
    - (i) \$10,000,000 after receiving the 2018/2019 funding report in respect of the payment made pursuant to section 5.5(a) in substantially the form set out in **Schedule “B” (“Funding Report”)** from CSTC within 60 Working Days of the execution of the Agreement by all of the Parties
    - (ii) \$15,000,000 after receiving the 2019/2020 Funding Report on or before April 30, 2020;
    - (iii) \$15,000,000 after receiving the 2020/2021 Funding Report on or before April 30, 2021; and
    - (iv) \$20,000,000 after receiving the 2021/2022 Funding Report on or before April 31, 2022 (collectively, the “**Economic Development Fund Payments**”).
- 5.6 **Advanced Economic Development Fund Payment(s).** B.C. will consider, upon receiving a request from the CSFN(s), increasing the size of an Economic Development Fund Payment in any B.C. fiscal year to enable the CSFN(s) to take advantage of time-sensitive economic development initiative(s), provided however that the sum of the Economic Development Payments does not exceed \$70,000,000.
- 5.7 **Initial criteria for accessing the Economic Development Fund.** The Parties will designate two persons who will approve a CSFN economic development proposal to access the Economic Development Fund pursuant to section 5.5(a) if the proposal:
- (a) is in respect of any of the following economic development initiatives:
    - (i) labour force development and enhancement;
    - (ii) business development;
    - (iii) partnership development, including joint ventures, limited partnerships, and other business-to-business initiatives;
    - (iv) resource management or stewardship;
    - (v) capital expenditures associated with CSFN businesses, such as enhanced internet access, software, transportation, land, office space, and equipment;

- (vi) purchase of a business or an interest therein;
  - (vii) business start-up costs; or
  - (viii) employee training designed to increase the revenue or profitability of a CSFN business;
- (b) satisfies one or more of the strategic objectives set out in section 5.2(a); and
- (c) sets out the business case for the initiative, at a level of detail commensurate with the value of the proposal.
- 5.8 **Subsequent criteria for accessing the Economic Development Fund.** The Parties will develop and seek to reach agreement upon the approval process for a CSFN economic development proposal to access the Economic Development Fund pursuant to section 5.5(b) within 60 Working Days of the execution of the Agreement by all of the Parties, taking into consideration the Advisory Committee's recommendation(s).
- 5.9 **CSFN Wealth Fund.** The Parties will develop, and seek to reach agreement upon, the structure of the CSFN Wealth Fund on or before March 31, 2021, that is intended to:
- (a) increase the capital investment over time in a manner that assists the Parties in working towards, and contributing to, reconciliation;
  - (b) provide each CSFN with a predictable source of revenue in the future; and
  - (c) potentially provide additional monies to support CSFN economic development initiatives (the "**CSFN Wealth Fund**").
- 5.10 **CSFN Wealth Fund Payment.** B.C. will pay to the CSTC, on behalf of the CSFNs, \$15,000,000 on or before March 31, 2021 to establish the CSFN Wealth Fund (the "**CSFN Wealth Fund Payment**"), after CSTC provides to B.C. a notice after April 1, 2020 that it is prepared to receive the CSFN Wealth Fund Payment on behalf of all of the CSFNs.
- 5.11 **Payments held in trust.** If the Parties have not reached agreement on the structure of the CSFN Wealth Fund in accordance with section 5.9, CSTC will hold the Wealth Fund Payment provided under section 5.10 in trust for the CSFNs until the Parties reach such an agreement.
- 5.12 **Contribution to final settlement.** The Economic Development Fund Payments and the CSFN Wealth Fund Payment are a partial contribution by B.C. towards reconciliation of Carrier Sekani and Crown titles, rights, and interests in the Territories:
- (a) under a CRA or similar agreement that might be reached with the CSFNs or any one of them; or
  - (b) in connection with the settlement of a civil claim initially commenced or voluntarily joined by all of the CSFNs together in a single proceeding seeking damages in relation to a declaration of Aboriginal title and infringement.

- 5.13 **Contributions from other parties.** Upon receiving advice from the Advisory Committee, the Parties may agree to take steps to seek additional funds or other contributions to the Economic Development Fund and the CSFN Wealth Fund from Canada and industry.
- 5.14 **Provincial financial instruments.** B.C. acknowledges and agrees that it will collaboratively work with the CSFNs in good faith to:
- (a) develop options within 60 Working Days of the execution of the Agreement by all of the Parties to change policy and legislation that would enable the Province to provide financial instruments to the CSFNs; and
  - (b) provide those options to the relevant Provincial decision-makers for consideration;
- all to help achieve the vision statement and strategic objectives set out in sections 5.1 and 5.2, respectively.
- 5.15 **Supporting CSFN Economic Development Initiatives.** The Parties and their representatives will work collaboratively, and in good faith, with each other and the Advisory Committee to discuss, develop, and seek to reach agreement on implementing measures to support CSFN economic development initiatives.

#### **PART 6 – ECONOMIC BENEFIT PAYMENTS**

- 6.1 **Economic Benefit Payments.** B.C. will pay \$8,000,000 to CSTC, on behalf of the CSFNs, in each B.C. fiscal year during the Term as follows:
- (a) in relation to B.C. fiscal year 2018/2019:
    - (i) \$4 million in accordance with the 2018 Amended and Restated Bridging Agreement; and
    - (ii) \$4 million within 10 Working Days of execution of this Agreement by all of the Parties;
  - (b) in relation to B.C. fiscal year 2019/2020:
    - (i) \$4 million within 10 Working Days of execution of this Agreement by all of the Parties; and
    - (ii) \$4 million within 30 Working Days of the execution of the Agreement by all of the Parties;
  - (c) in each subsequent B.C. fiscal year of the Term, commencing in B.C. fiscal year 2020/2021:
    - (i) \$4 million on or before April 30; and
    - (ii) \$4 million on or before September 30;
- (individually, an “**Economic Benefit Payment**” and collectively, the “**Economic Benefit Payments**”).

- 6.2 **Notice of preparedness to receive the Economic Benefit Payments.** B.C. will make the Economic Benefit Payments identified in sections 6.1(b) and 6.1(c) after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs, that notice to be provided after April 1 of each applicable B.C. fiscal year.
- 6.3 **Economic accommodation.** Each Economic Benefit Payment constitutes an economic accommodation or compensation in relation to any impacts to, or infringements of, Carrier Sekani Aboriginal title and rights in connection with provincial forest and range decisions in the B.C. fiscal year (i) the Payment was made in relation to, in the case of a Payment pursuant to section 6.1(a), or (ii) in which the Payment was made, in the case of a Payment pursuant to section 6.1(b) and 6.1(c).
- 6.4 **Accommodation acknowledgement.** Subject to B.C. making the Economic Benefit Payments in each B.C. fiscal year, the CSTC and CSFNs acknowledge and agree that B.C. has fulfilled any and all obligations it may have to the CSFNs to contribute economic accommodation or compensation in relation to impacts to, or infringements of, Carrier Sekani Aboriginal title and rights in connection with provincial forest and range decisions in the B.C. fiscal year (i) the Payments were made in relation to, in the case of Payments pursuant to section 6.1(a), or (ii) in which the Payments were made, in the case of Payments pursuant to section 6.1(b) and 6.1(c).
- 6.5 **Other arrangements.** For greater certainty, the Parties acknowledge and agree that the CSTC and CSFNs' acknowledgement and agreement in section 6.4 and, more generally, this Agreement are without prejudice to, and do not preclude, any CSFN from negotiating economic benefits or other arrangements with forestry companies carrying out forest and range activities in the Territories during the Term.
- 6.6 **Reporting.** The CSFNs will report back to their membership annually in reasonable detail regarding the progress achieved under this Agreement and related agreements, including how funding was allocated and used by the CSFNs.

## **PART 7 – GOVERNANCE AND DECISION-MAKING**

- 7.1 **Collaborative Decision-Making.** The Parties recognize their respective decision-making authorities and jurisdictions, and that each Party will make its own decisions based on its own laws, policies, responsibilities, and protocols.
- 7.2 **Collaborative Decision-Making Principles.** The purpose of collaborative decision-making is to increase the compatibility of the Parties' respective decision-making processes in accordance with the following principles:
- (a) seeking agreement or consistency between decisions can avoid conflict, lead to durable outcomes, and facilitate sustainable economic development in the Territories;
  - (b) collaborative processes should be designed based on the significance of potential impacts and the circumstances of the decisions, as well as the Parties' respective capacities;
  - (c) the Parties will avoid taking positions and will attempt to resolve issues in an interest-based manner; and

(d) major projects may require customized collaborative decision-making processes.

7.3 **Scope of Application.** The collaborative decision-making framework set out in section 7.4 will apply to the following matters:

- (a) major approvals for major projects in the Territories; and
- (b) subject to the Parties' agreement, other resource development authorizations, including strategic forest and range decisions such as allowable annual cut determinations, apportionment decisions, proportional reduction decisions, and land use planning and objectives.

7.4 **Collaborative Decision-Making Framework.** The Parties will use the following collaborative decision-making framework for major approvals for major projects under section 7.3(a) and other resource development authorizations agreed to under section 7.3(b):

- (a) the Parties will establish a collaboration plan from the onset of project development or the resource development authorization process that will set out how the Parties will implement collaborative decision-making;
- (b) the Parties will establish a collaboration team that will seek to develop consensus recommendations in relation to:
  - (i) for major projects, the design and implementation of environmental assessments and regulatory review processes in relation to major approvals in the Territories; and
  - (ii) for other agreed-upon resource development authorizations, the design and implementation of the regulatory approval process;
- (c) the Parties will seek consensus in relation to decisions on major approvals for major projects and decisions for agreed-upon resource development authorizations;
- (d) the Parties will use dispute resolution mechanisms to assist them in resolving disagreements on decisions for major approvals and agreed-upon resource development decisions before making their respective decisions; and
- (e) if disagreements cannot be resolved through the dispute resolution mechanisms, each Party may exercise its authority to make decision(s).

7.5 **Enhanced strategic engagement.** Subject to their respective capacities, the Parties will develop, through the Forestry Sub-Table and the Mining Sub-Table, enhanced processes for strategic, collaborative engagement on other resource development decisions that:

- (a) build on the tools, immediate measures, and other matters developed by the Parties;
- (b) integrate CSFN resource management plans, as appropriate and agreed to by the Parties;

- (c) result in engagement becoming more strategic, efficient, and focused on achieving management outcomes that have been jointly developed;
- (d) create enhanced predictability and efficiency for CSFNs, B.C., and industry; and
- (e) set shared goals and priorities that balance resource development activities with CSFN stewardship obligations.

7.6 **Other Engagement Processes.** In connection with statutory decisions for resource development activities that are not covered by the decision-making processes identified in sections 7.3 and 7.5:

- (a) B.C. will continue to discharge its consultation obligations with individual CSFNs on proposed decisions in their respective Territories in accordance with s. 35 of the *Constitution Act, 1982*; and
- (b) for greater certainty, the Parties will participate in the consultation and collaborative processes in good faith.

7.7 **Consent-based decision-making.** The Parties will prioritize the negotiation of recommendations for the Leadership Table with respect to the implementation of consent based-decision making, which would require consent to be obtained prior to a decision being made, or joint decision-making, including (i) a definition (i.e., how it functions, who participates, and how decisions are made), (ii) the scope of application (i.e., which decisions it applies to), and (iii) the timing of implementation (i.e., during the Term and as part of the CRA).

7.8 **Stewardship matters.** The Parties have developed the first phase of a Cumulative Effects Assessment, Monitoring, and Management Framework (the “CEA”). The ESI Demo Project Team will continue its work, building on the CEA, to enhance understanding and managing cumulative effects and stewardship interests by:

- (a) continuing to develop stewardship approaches to resource management;
- (b) assessing other stewardship values through the CEA;
- (c) developing Collaborative Management Approaches pursuant to section 7.9; and
- (d) supporting development of a stewardship framework, including its links to decision-making.

7.9 **Collaborative management approaches.** The ESI Demo Project Team will continue the work started by the Stewardship Working Group under section 8.1 of the ESCIA to develop collaborative management approaches in the Territories through the ESI, and informed by CSFN and B.C. values, knowledge, and priorities, that will address, *inter alia*, the following issues set out in the ESCIA, on a step-wise basis and commensurate with the Parties’ capacity:

- (a) access management;
- (b) fish and wildlife habitat inventory, studies, enhancement, and restoration;

- (c) assessment and monitoring of fish and wildlife population stability and trends;
- (d) identification of habitats and environmental conditions critical to the health of fish and wildlife populations, including water temperatures during salmon migration and predator populations;
- (e) developing recommendations for the management of identified priority species;
- (f) species at risk, including existing B.C.-led recovery and/or rehabilitation initiatives for woodland caribou, Nechako White Sturgeon, and other fish, wildlife, and plant species; and
- (g) other stewardship related initiatives (collectively, “**Collaborative Management Approaches**”).

7.10 **Performance and compliance monitoring.** The Parties will develop and implement a compliance, effectiveness, and performance monitoring program that can be implemented over time and will:

- (a) continue and expand implementation of a provincial program such as the Natural Resource Sector Aboriginal Liaison Program to:
  - (i) establish training programs to support CSFN members participating in compliance and effectiveness monitoring, including inspections;
  - (ii) ensure CSFN concerns about non-compliance are effectively investigated, followed up, and addressed, as appropriate;
  - (iii) establish and identify supplemental processes, criteria, and roles and responsibilities for responding to non-compliance events, up to, and including, stop work orders;
  - (iv) establish mechanisms for sharing relevant information in relation to monitoring and compliance activities, subject to confidentiality and fairness considerations; and
- (b) monitor performance of stewardship outcomes to support the ESI Demo Project Team implementing adaptive management.

7.11 **Governance work.** The CSFNs will carry out the following governance work during the Term:

- (a) revitalize and enhance CSFN governance processes and potentially build new ones, which may contribute to the development of constitutions and citizenship codes for CSFNs;
- (b) strengthen inter-governmental relations, which may support resolving shared territory issues;

- (c) enhance relationships between CSFN governance processes and provincial decision-making processes, including consent-based decision making to be developed pursuant to section 7.7; and
  - (d) governance work required to move to self-governance under a CRA (together, the “**Governance Work**”).
- 7.12 **Governance payments.** B.C. will pay \$12,500,000 to CSTC, on behalf of the CSFNs, to carry out the Governance Work as follows:
- (a) \$3,000,000 within 10 Working Days of execution of the Agreement by all of the Parties;
  - (b) \$3,000,000 on or before April 30, 2020;
  - (c) \$3,000,000 on or before April 30, 2021; and
  - (d) \$3,500,000 on or before April 30, 2022 (collectively, the “**Governance Payments**”).
- 7.13 **Notice of preparedness to receive the Governance Payments.** B.C. will make the Governance Payments after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs, that notice to be provided after April 1 of each applicable B.C. fiscal year.
- 7.14 **Annual meeting.** The Parties’ representatives will meet once in each B.C. fiscal year to discuss how each CSFN used the Governance Payments, evaluate the progress towards carrying out the Governance Work, and to discuss other governance matters.

## **PART 8 – SOCIO-CULTURAL**

- 8.1 **Socio-Cultural Work.** The CSFNs will deliver socio-cultural programs and services for CSFNs that improve the well-being of CSFNs’ communities, strengthen language, cultural skills and identity, and incorporate appropriate gender and diversity needs, design elements and evaluation approaches (“**Socio-Cultural Work**”).
- 8.2 **Principles.** The Parties will be guided by the following shared principles when implementing this Part 8:
- (a) increased socio-economic well-being for CSFN members is necessary and desirable;
  - (b) promoting socio-cultural well-being includes:
    - (i) prevention of impacts to socio-cultural well-being;
    - (ii) community-led solutions;
    - (iii) continuous development of individual and community capacity and self-sufficiency;
    - (iv) involvement of governmental and non-governmental partners;

- (v) meaningful participation in the economy;
  - (vi) preservation and revitalization of CSFN languages and cultures; and
  - (c) healthy ecosystems and sustainable economic development are key aspects of achieving socio-cultural well-being.
- 8.3 **Socio-cultural payments.** B.C. will pay \$12,500,000 to CSTC, on behalf of the CSFNs, to continue the social and cultural work started under ECSIA as follows:
- (a) \$3,000,000 on or before within 10 Working Days of execution of the Agreement by all of the Parties;
  - (b) \$3,000,000 on or before April 30, 2020;
  - (c) \$3,000,000 on or before April 30, 2021; and
  - (d) \$3,500,000 on or before April 30, 2022 (collectively, the "**Socio-Cultural Payments**").
- 8.4 **Notice of preparedness to receive the Socio-Cultural Payments.** B.C. will make the Socio-Cultural Payments after CSTC provides to B.C. a notice that it is prepared to receive them on behalf of all of the CSFNs, that notice to be provided after April 1 of each applicable B.C. fiscal year.
- 8.5 **Annual meeting.** The Parties' representatives will meet once in each B.C. fiscal year to discuss how each CSFN used the Socio-Cultural Payments, evaluate the progress towards carrying out the Socio-Cultural Work, and to discuss other socio-cultural matters.

## **PART 9 – IMPLEMENTATION**

- 9.1 **Continuation of the Leadership Table.** The Parties will continue the Leadership Table established in the Collaboration Agreement, which is comprised of the CSFN Chiefs and relevant Ministers.
- 9.2 **Leadership Table Meetings.** The Leadership Table will meet as required to set goals, monitor progress, oversee the implementation of this Agreement, and provide direction to the Parties' representatives.
- 9.3 **Work Plan Principles.** The Parties will coordinate the work of the negotiation tables and other government-to-government structures established under this Agreement to:
- (a) contribute towards the long-term and comprehensive reconciliation between the CSFNs and B.C.;
  - (b) take meaningful incremental steps that address the economic, socio-cultural, and environmental values that are integral to reconciliation; and
  - (c) build awareness and support for the work that is being undertaken within CSFN and non-CSFN communities.

- 9.4 **Work plans.** The Parties will develop negotiation work plans for the Reconciliation Table, Forestry Sub-Table, and Mining Sub-Table prior to the end of each B.C. fiscal year in accordance with the principles set out in section 9.3 (each a “**Work Plan**” and collectively, the “**Work Plans**”).
- 9.5 **Monitoring of outcomes.** The Parties will jointly develop an outcomes monitoring report for consideration by the Senior Officials Forum to monitor their progress towards their shared vision and strategic objectives based on the following desired outcomes:
- (a) closing the socio-economic gaps between CSFNs’ and non-CSFNs’ communities;
  - (b) economic development that results in sound investments that benefit the CSFNs and the regional economy;
  - (c) making economic development investments as a result of the Economic Development Fund that result in new and enhanced jobs and business development in CSFN communities; and
  - (d) improving indicators of CSFN community well-being as a result of the economic development initiatives under this Agreement, the Socio-Cultural Work, and the Governance Work, including advancing gender-based approaches (the “**Outcomes Monitoring Report**”).
- 9.6 **Senior Officials Forum.** The Parties will establish a Senior Officials Forum to provide a forum for them to monitor and manage the implementation of this Agreement and to address any other issues that may arise from time to time.
- 9.7 **Senior Officials Forum Members.** The Senior Officials Forum will be comprised of:
- (a) Assistant Deputy Ministers of:
    - (i) Energy, Mines and Petroleum Resources;
    - (ii) Forests, Lands, Natural Resource Operations and Rural Development; and
    - (iii) Indigenous Relations and Reconciliation,or any successor Ministries, all as required;
  - (b) senior representatives of CSTC and the CSFNs; and
  - (c) may include Assistant Deputy Minister(s) from other provincial ministries or agencies, as circumstances require.
- 9.8 **Meetings.** The Senior Officials Forum will meet:
- (a) at least once per B.C. fiscal year to conduct its regular business; and
  - (b) promptly, with respect to any other matter referred to it by another Party’s Senior Officials Forum member(s), including unanticipated resource management and access concerns and litigation matters in relation to Carrier Sekani Aboriginal title and rights.

- 9.9 **Senior Official Forum Responsibilities.** The Senior Officials Forum will:
- (a) oversee the Parties' collaborative work on provincial loan guarantees and other financial instruments;
  - (b) review and approve the Work Plans of the negotiation tables;
  - (c) review and discuss the Outcomes Monitoring Report;
  - (d) assess progress on CRA negotiations pursuant to this Agreement;
  - (e) consider steps to improve the Parties' relationships and efforts to work towards comprehensive reconciliation by moving away from adversarial approaches in favour of collaboration and problem solving;
  - (f) address any implementation or negotiation issues by developing plans to address the outstanding concerns, proposing amendments to the Agreement or adjusting timelines;
  - (g) assist the Parties in resolving issues and disputes pursuant to sections 9.16 and 9.20, respectively; and
  - (h) make recommendations to the Leadership Table.
- 9.10 **Capacity funding payments.** B.C. will provide capacity funding to CSTC, on behalf of the CSFNs, in accordance with sections 9.13 and 9.14 to support the implementation of this Agreement ("**Capacity Funding Payments**").
- 9.11 **Annual Report.** CSTC will provide a report to B.C. on or before February 28 of each B.C. fiscal year during the Term (starting within 60 Working Days of the execution of the Agreement by all of the Parties for the 2018 calendar year) summarizing expenditures and deliverables pursuant to the Work Plans of the negotiation tables ("**Annual Funding Report**") in substantially the form set out in **Schedule "B"**.
- 9.12 The CSTC will post the Annual Funding Report on its website.
- 9.13 B.C. will pay \$5,000,000 to CSTC, on behalf of the CSFNs, in relation to the B.C. fiscal year of 2018-2019 as follows:
- (a) \$1 million in accordance with the 2018 Bridging Agreement;
  - (b) \$1 million in accordance with the 2018 Amended and Restated Bridging Agreement;
  - (c) \$2,478,300 as soon as practicable after B.C. receiving the Annual Funding Report for the 2018 calendar year; and
  - (d) \$521,700 provided on or before March 31, 2019 by B.C., as represented by the Ministry of Energy, Mines and Petroleum Resources, to individual CSFNs in accordance with the terms of contribution agreements between them for collaboration on major mines.

- 9.14 B.C. will pay \$5,000,000 to CSTC, on behalf of the CSFNs, in the B.C. fiscal years of 2019-2020 through 2022-2023 as follows:
- (a) \$1,500,000 within 10 Working Days of execution of the Agreement by all of the Parties and on or before April 30 in each subsequent B.C. fiscal year to continue the work under this Agreement;
  - (b) \$1,500,000 within 20 Working Days of the execution of the Agreement by all of the Parties and on or before September 30 in each subsequent B.C. fiscal year, subject to the Senior Officials Forum first approving the Work Plans of the negotiation tables in writing;
  - (c) \$1,000,000 on or before December 15 in each B.C. fiscal year, subject to the Senior Officials Forum confirming in writing that the deliverables from the Work Plans from that calendar year have been met;
  - (d) \$500,000 within 30 days of the date on which B.C. receives the Annual Funding Report; and
  - (e) \$500,000 on or before March 31 in each B.C. fiscal year as follows:
    - (i) up to \$500,000 to be provided on or before January 15 in each B.C. fiscal year by B.C., as represented by the Ministry of Energy, Mines and Petroleum Resources, to individual CSFNs in accordance with the terms of contribution agreements between them for collaboration on major mines; and
    - (ii) if the sum of the amounts paid by B.C. to the CSFNs pursuant to section 9.14(e)(i) in any applicable B.C. fiscal year (the “**Contribution Amount**”) is less than \$500,000, then B.C. will pay the difference between \$500,000 and the Contribution Amount to CSTC, on behalf of the CSFNs, on or before March 31 of the applicable B.C. fiscal year.
- 9.15 The Capacity Funding Payments, Governance Payments, Socio-Cultural Payments, Economic Development Fund Payments, and the CSFN Wealth Fund Payment constitute B.C.’s total financial contribution to CSTC and the CSFNs during the Term to support any negotiation related to, and the implementation of, this Agreement, including costs of engagement with the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and engagement with the Ministry of Energy, Mines and Petroleum Resources for major project collaboration.
- 9.16 **Issue Resolution.** The Parties recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore, and resolve differences which may arise among them from time to time, and will endeavour to resolve such differences in a manner that fosters an improved, ongoing, and respectful government-to-government relationship among them. In that regard, the Parties agree to work together collaboratively, openly, and in an interest-based manner to resolve negotiation or implementation issues that may arise under this Agreement.

- 9.17 **Dispute resolution.** This Agreement may be terminated by mutual agreement of the Parties, or by B.C. or the CSFNs, acting together, after following the dispute resolution process under sections 9.17 through 9.23 if:
- (a) a Party intends to allege that any other Party has or will default on its obligation(s) under this Agreement such that the default(s) alleged would give rise to a right of the Party alleging the default(s) to treat this Agreement as terminated either in whole or in part; or
  - (b) a Party is of the view that a significant dispute exists related to the negotiations contemplated under this Agreement after the Party has attempted to resolve the matter through issue resolution as set out in section 9.16;
- (a “**Dispute**”).
- 9.18 A Party intending to initiate a dispute resolution process will provide a written notice to the other Party’s members of the Senior Officials Forum (the “**Dispute Notice**”) that sets out the particulars of the Dispute, its perspectives on the Dispute, any attempts to resolve the Dispute, any proposed options for resolution, and if applicable, a proposed termination date which will be no earlier than 60 Working Days from the date the Dispute Notice is delivered to the other Parties.
- 9.19 A Party that has received a Dispute Notice pursuant to section 9.18 will have 20 Working Days to cure or resolve the Dispute to the other Party’s satisfaction, acting reasonably.
- 9.20 If, after the cure period in section 9.19 has lapsed (or after such other period as may be agreed to by the Parties in writing), a Dispute remains uncured or unresolved to the satisfaction of the Party who raised the Dispute, acting reasonably, then the Senior Officials Forum will have 20 Working Days to attempt to resolve the Dispute through collaborative negotiation.
- 9.21 If, after the period of 20 further Working Days in section 9.20 has lapsed (or after such other period as the Parties may agree to in writing), a Dispute remains uncured or unresolved to the Party who raised the Dispute’s satisfaction, acting reasonably, then the Senior Officials Forum will forward the matter to the responsible B.C. Minister(s), CSFN Chiefs, and the CSTC Tribal Chief (together, the “**Leaders**”).
- 9.22 The Leaders will meet in person and take such other steps that may be necessary or desirable to attempt to resolve the Dispute.
- 9.23 If the Leaders are unable to resolve a Dispute within 60 Working Days after the delivery of a Dispute Notice (or after such other period as may be agreed to by the Parties in writing), then either B.C. or the CSFNs, acting together, may elect to terminate the Agreement by providing written notice to the other Parties on the proposed termination date set out in the Dispute Notice or on any another date mutually agreed to in writing by the Parties.
- 9.24 If the Agreement terminates in accordance with section 9.23, then B.C. will be deemed to have been discharged from any and all financial obligations described in this Agreement that have not vested on or before the date on which this Agreement is terminated.

- 9.25 The Parties agree that they will endeavour to resolve all Disputes in a cooperative, effective, and timely manner in accordance with this Part 9.
- 9.26 **Three-year review.** The Parties will review this Agreement on or before December 31, 2021 to assess the extent to which they are making progress in achieving their shared vision for comprehensive reconciliation and the other matters addressed herein including consideration of the desired outcomes identified in section 9.5.
- 9.27 The Leadership Table will, upon receiving a report setting out the results of the three-year review, consider revising this Agreement to assist the Parties in achieving its vision, spirit, and intent.

## PART 10 – GENERAL PROVISIONS

- 10.1 **CSFN and CSTC Representations and Warranties.** Each CSFN and the CSTC represents and warrants to B.C., with the intent and understanding that they will be relied on by B.C. in entering into this Agreement, that they have the legal power, capacity and authority to enter into this Agreement on their own behalf and on behalf of their members and this Agreement is a valid and binding obligation upon them.
- 10.2 **B.C. Representations and Warranties.** B.C. represents and warrants to CSTC and each CSFN, with the intent and understanding that the CSTC and CSFNs will rely on them in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation upon B.C.
- 10.3 **Authority to enter Agreement.** Each CSFN will deliver to B.C. a band council resolution, and CSTC will deliver to B.C. a resolution, confirming approval of this Agreement and the authority of its representative to sign this Agreement.
- 10.4 **Term.** The term of this Agreement will commence on November 30, 2018 and end on the earliest of (i) March 31, 2023, or (ii) a Party's termination of this Agreement pursuant to section 9.23, whichever is sooner ("**Term**").
- 10.5 **Not a Treaty.** The Parties agree:
- (a) this Agreement does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*;
  - (b) this Agreement does not define, limit, amend, abrogate or derogate from any of the CSFNs' Aboriginal title or rights; and
  - (c) further processes are required to establish the scope and geographic extent of Aboriginal title and rights in the Territories.
- 10.6 **No Admissions.** Nothing in this Agreement will be construed as:
- (a) an admission by B.C. that any forest or range decision has or will result in an infringement of any Carrier Sekani Aboriginal title or rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

- (b) an admission by B.C. that it has an obligation to provide financial or economic accommodation or compensation for any infringement of any Carrier Sekani Aboriginal title or rights recognized and affirmed by section 35(1) of the *Constitution Act*, 1982; or
- (c) in any way limiting the position the Parties may take in any proceeding or in any discussion or negotiation between the Parties, except as expressly contemplated in this Agreement.

- 10.7 **Vision statements are non-binding.** The vision statements and strategic objectives in sections 1.1, 1.2, 5.1, and 5.2 set out non-binding, government-to-government matters that the Parties intend to achieve. Those statements are not, however, intended to create legally binding or enforceable obligations.
- 10.8 **Further Mandates Required.** The Parties acknowledge and agree that they will require new or additional mandates and approvals with respect to the Outline and the negotiation of a CRA, consent-based decision making, and the forestry-related matters described in sections 4.8 through 4.12.
- 10.9 **Funding.** Notwithstanding any other provision of this Agreement, the amount of any funding provided by B.C. under the terms of this Agreement is subject to:
- (a) the appropriation of funds by the Legislative Assembly of British Columbia;
  - (b) the Treasury Board, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended, not having controlled or limited expenditure under any appropriation referred to in section 10.9(a); and
  - (c) an appropriation being available for this Agreement in the fiscal year when the payment falls due, within the meaning of subsection 28(1) of the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended.
- 10.10 **Risks acknowledged.** The Parties acknowledge and agree that all or part of any Economic Development Fund Payment or CSFN Wealth Fund 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.
- 10.11 **Limitation of liability.** The Parties acknowledge and agree that B.C. is not guaranteeing or providing any assurance in connection with, and is not liable for, any investment or use by the CSFNs of any Economic Development Fund Payment or CSFN Wealth Fund Payment.
- 10.12 **Continuing Obligations.** Sections 5.12 (Contribution to final settlement), 6.3 (Economic accommodation), and 6.4 (Accommodation acknowledgment) survive despite termination of this Agreement.
- 10.13 **“Working Day”** means any day except Saturday, Sunday, National Indigenous Day or a statutory holiday in British Columbia.
- 10.14 **Amendment.** This Agreement may only be amended by agreement of all Parties in writing.

10.15 **Successors.** CSTC and the CSFNs acknowledge and agree that the Capacity Funding Payments, Governance Payments, Socio-Cultural Payments, Economic Development Fund Payments, and the CSFN Wealth Fund Payment are intended for the benefit of the CSFNs, CSFN membership, and any new *Indian Act* band that is established from an existing CSFN, provided that band agrees to become a party to the Agreement and subject to section 10.14.

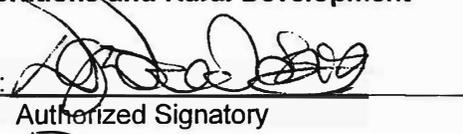
10.16 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by facsimile or e-mail transmission.

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

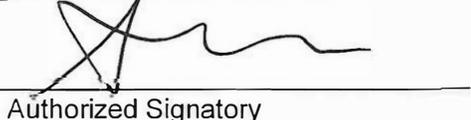
**PROVINCE OF BRITISH COLUMBIA,**  
as represented by the Minister of Energy,  
Mines and Petroleum Resources

Per:   
Authorized Signatory  
Name: Michelle Mungall  
Date: Dec 2 2019

**PROVINCE OF BRITISH COLUMBIA,**  
as represented by the Minister of  
Forests, Lands, Natural Resource  
Operations and Rural Development

Per:   
Authorized Signatory  
Name: Doug Donaldson  
Date: Dec. 2, 2019

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

Per:   
Authorized Signatory  
Name: Scott Fraser  
Date: Dec - 2, 2019

**CARRIER SEKANI TRIBAL COUNCIL,**  
on their own behalf and on behalf of  
their members

Per:   
Authorized Signatory  
Name: Mina Holmes  
Date: October 10, 2019

**BURNS LAKE** on their own behalf and on  
behalf of their members

Per:   
Authorized Signatory  
Name: Dan Jensen  
Date: Aug 12, 2019

**NADLEH WHUTEN** on their own behalf  
and on behalf of their members

Per:   
Authorized Signatory  
Name: Harry Nooski  
Date: Aug. 26, 2019

**NAK'AZDLI WHUT'EN on their own behalf  
and on behalf of their members**

Per: A. McKinnon  
Authorized Signatory

Name: Alexander McKinnon

Date: Oct 10, 2019

**SAIK'UZ FIRST NATION on their own  
behalf and on behalf of their members**

Per: Prissilla Mueller  
Authorized Signatory

Name: Prissilla Mueller

Date: Aug 8, 2019

**STELLAT'EN FIRST NATION on their own  
behalf and on behalf of their members**

Per: Archie Patrick  
Authorized Signatory

Name: Archie Patrick

Date: Aug 8, 2019

**TAKLA NATION on their own behalf  
and on behalf of their members**

Per: John Alan Fweed  
Authorized Signatory

Name: John Alan Fweed

Date:

**TL'AZT'EN NATION on their own behalf  
and on behalf of their members**

Per: B. John  
Authorized Signatory

Name: Beverly John

Date: August 8, 2019

## Schedule "A" – Description of the Parties' Interests

### *Shared interests*

1. Creating a substantial and valuable new equity position for the CSFNs and their members in the forestry economy that results in:
  - (a) increased capital investment in both CSFN and non-CSFN forestry-related businesses;
  - (b) increased number of jobs for CSFN members and local communities;
  - (c) increased forest sector competitiveness and certainty for both CSFN and major forest licensees; and
  - (d) enhanced opportunity for the CSFN to access forest tenures, including through new partnerships with other tenure holders.
2. Sustainably managing forest resources within the Territories in support of the full range of values including human and ecosystem health.
3. Developing the forestry component of a decision-making process that:
  - (a) is designed to integrate fully and efficiently with decision-making processes for other resource sectors (including the environmental assessment and regulatory review process for major projects);
  - (b) builds on the progress that has been made in implementing the Collaboration Agreement and the Environmental and Socio-Cultural Initiatives Agreement;
  - (c) applies human and financial resources strategically in relation to the significance of the potential impacts of decisions on Carrier Sekani Aboriginal title, rights, and interests; and
  - (d) is transparent and fair.
4. Developing forest management strategies that support climate change mitigation (including sequestering carbon) and adaptation.
5. Reaching a long-term agreement on forestry that maintains and increases the benefits to all citizens from sustainable forest management in the Territories, including maintaining a substantial stream of revenue to the CSFN communities and to B.C.
6. Reaching an agreement on the Outline, structure, and the subject matter of a Comprehensive Reconciliation Agreement creates long-term stability in the forest sector by preventing conflict, and represents a significant step towards comprehensive conflict prevention and stability that can be applied in other sectors.
7. First Nation and non-First Nation communities are informed on the development of the Outline of a Comprehensive Reconciliation Agreement at appropriate times in order to build a strong constituency of support for the agreements.

*Common Principles to Guide Negotiation of the Outline of a Comprehensive Reconciliation Agreement*

8. The Parties will work together to define short-, mid- and long-term benefit and certainty outcomes to achieve a phased or step-wise approach to reconciliation on forestry-related matters.
9. The Outline may, where appropriate, act as a framework and repository for the enduring products generated by the various B.C. and CSFN sub-tables.
10. The Parties acknowledge that there is a strong linkage between social and economic progress and effective progress will require parallel, ongoing work on each of these matters.
11. The Parties acknowledge that Canada's participation is required to fully achieve their shared vision of working towards ongoing reconciliation of Carrier Sekani Aboriginal title and rights in the Territories.
12. The Parties agree that innovative and collaborative approaches are required to engage with industry on tenure matters to develop sustainable solutions.
13. Reconciliation outcomes should include mechanisms for harmonized CSFN and BC land use and planning goals, processes, and decision-making.

*CSFN Interests, which may inform CSFNs' approaches to issues in negotiations and are acknowledged, but not necessarily agreed to, by the Province*

14. Certainty that the Territories will be sustainably managed and that the CSFNs will directly and meaningfully benefit from forestry activities in their Territories with a view to improving the socio-economic conditions of CSFN communities. This certainty includes a significant change in the current role of the CSFNs in the forest economy and in forestry related decision-making in their Territories. To achieve this certainty, the CSFNs seek a forestry agreement that includes:
  - (a) shared decision-making, stewardship, and land use planning;
  - (b) new CSFN forest tenures and tenure partnerships in the Territories (with a target to meet or exceed 50% of the Allowable Annual Cut);
  - (c) sharing of forest stumpage revenues (50% of stumpage revenues collected in the Territories);
  - (d) compensation for past extraction of timber from the Territories (50% of stumpage fees collected by B.C. from 1982-2015, adjusted for inflation);
  - (e) full access to all second growth timber in the Territories; and
  - (f) creation of carbon offset projects in the Territories by CSFNs in partnership with B.C., other licensees, as well as other levels of government and investors that the CSFNs can sell into the carbon market to benefit CSFN communities, finance environmental protection, and contribute to climate change mitigation.

15. Maintain clear and transparent accountability to all CSFN members.
16. Working towards, and achieving, self-governance.

*Provincial Interests, which may inform provincial approaches to issues in negotiations and are acknowledged, but not necessarily agreed to, by CSFNs and CSTC*

17. Improve the competitiveness of the forest industry and stimulate further development and capital investment in the sector and regional economy.
18. Ensure predictable access to lands and resources for all citizens based on agreed upon processes and common understanding of the location of areas that are critical and sensitive to the CSFNs.
19. Maintain transparent accountability to all citizens of B.C. for Provincial decisions.
20. Minimize impacts on existing tenure holders, and avoid, where possible, the creation of third party compensation obligations on B.C.
21. Meet legal obligations to CSFNs, tenure holders, and all citizens.
22. Set a positive precedent for the resolution of issues with First Nations in B.C. that can be reproduced elsewhere to the benefit of other First Nations, other citizens, and B.C. as a whole.
23. Create a stable relationship with the CSFNs such that conflict is prevented and provincial resources can be directed to resolving other issues of concern.
24. That the Outline of a Comprehensive Reconciliation Agreement include provisions that provide step-wise increases in certainty for the CSFNs and B.C.
25. That the outcome of all negotiations improves the social indicators of health and wellbeing and advances gender based approaches "Gender Based Analysis +" in all communities within the area covered by the Agreement.
26. The Province will consider the funding provided for under this Agreement in the development of mandates in relation to a Comprehensive Reconciliation Agreement.
27. The Province seeks to implement this Agreement in ways that achieve efficiencies and economies of scale, including by continuing to work collectively with the CSFNs and CSTC.

**Schedule "B" – Funding Report Templates**  
**ANNUAL REPORT**  
**PATHWAY FORWARD 2.0 AGREEMENT**

**Reporting Period:** <INSERT month, day, and years>

**Date:** <INSERT>

**By e-mail to:** <INSERT government email address>

**From:** <INSERT>

**Amount of Total Funding Distributed**

<b>Purpose</b>	<b>Activities</b>	<b>Planned Expenditures \$</b>	<b>Actual Expenditures \$</b>	<b>Notes</b>
<b>Subtotal</b>				
<b>Total</b>				

