

Whubats'ut'en Nus Whetee Agreement
(the "Interim Pathway Forward Agreement" or "Agreement")

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Aboriginal Relations and Reconciliation, the Minister of Forests, Lands and Natural Resource Operations, and the Minister of Natural Gas Development and Deputy Premier

("B.C.")

AND:

Nadleh Whut'en, Nak'azdli Whut'en, Saik'uz First Nation, Stelat'en First Nation, Takla Lake First Nation, Tl'azt'en Nation, and Ts'il Kaz Koh First Nation (Burns Lake Indian Band), each on their own behalf and on behalf of their members

("CSFNs")

AND:

Carrier Sekani Tribal Council

("CSTC")

(Hereinafter referred to individually as a "**Party**", including each CSFN as a "**Party**", and collectively as the "**Parties**")

WHEREAS:

- A. The Parties entered into the Collaboration Agreement on April 2, 2015, which establishes a framework to:
- (i) facilitate ongoing reconciliation of Crown and Aboriginal titles and rights in the CSFNs' traditional territories ("**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;
- B. 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 are working together in a collaborative, step-wise manner towards ongoing reconciliation of Carrier Sekani and B.C. titles, rights, and interests in the Territories;
- C. The Parties share an interest in increasing the CSFNs' participation in the forest economy in a manner that creates opportunities for both CSFNs and other communities in British Columbia and increases the competitiveness of the forest sector, and this has focused and informed the Parties' commitment to sustainable natural resource development and socio-economic improvement;

- D. The Parties intend to negotiate mechanisms that facilitate reconciliation between them across all resource sectors, and empower the CSFNs to engage in economic, social, cultural, and political development in the Territories;
- E. As a priority in their ongoing reconciliation negotiations through the implementation of the Collaboration Agreement, the Parties are negotiating forestry agreements to facilitate increased CSFN participation in the forest economy and forest management that results in increased benefits for CSFN communities from forestry in the Territories;
- F. The Parties have specific past, present, and future forestry-related interests, which are described in Schedule "A" ("**Interests**"), that inform and must be considered in the pursuit of reconciliation between them;
- G. The Parties established a forestry table in January 2016. During their negotiations at the forestry table, the Parties concluded they needed to establish a reconciliation table to increase the options and capacity to meaningfully address their Interests through the negotiation of a long-term agreement (the "**Comprehensive Reconciliation Agreement**");
- H. The Parties intend to negotiate forestry agreement(s) as part of the Comprehensive Reconciliation Agreement to address their Interests; and
- I. The Parties will take an interest-based approach to all negotiations and discussions that occur between them pursuant to this Agreement;

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

Part I PURPOSE

1. The purposes of this Agreement are to:
 - (a) jointly commit to negotiate an outline that may inform subsequent negotiations of a Comprehensive Reconciliation Agreement as provided for in Part II and subject to section 38 of this Agreement;
 - (b) identify measures that will be implemented immediately as a step towards meeting the Parties' Interests;
 - (c) provide capacity support to facilitate the CSFNs' participation in this Agreement; and
 - (d) clarify the roles of (i) the negotiation tables established under this Agreement, (ii) the Collaboration Working Group, (iii) Stewardship Working Group, and (iv) Socio-Cultural Working Group in relation to the implementation of this Agreement, the Collaboration Agreement, and the Environmental and Socio-Cultural Initiatives Agreement.

Part II COMPREHENSIVE RECONCILIATION AGREEMENT

2. The Parties will establish a reconciliation table to explore the potential to develop comprehensive reconciliation approaches that will facilitate ongoing reconciliation of Carrier Sekani and B.C. titles, rights, and interests in the Territories.
3. As a first step, the reconciliation table will negotiate in good faith and seek to reach agreement on the outline, structure, and core elements of the following priority topic areas of a potential

Comprehensive Reconciliation Agreement by December 15, 2017 ("**Outline**"): Governance and Decision-Making, CSFN Lands, Environmental Stewardship, Forestry, Carbon, Socio-Cultural Matters, Fiscal Relations, and General Provisions, as defined in section 5 below (the "**Priority Topics**").

4. The Outline will be reviewed by the Leadership Table on or before January 15, 2018, at which point the Parties will:
 - (a) determine their willingness and ability to enter into negotiations of a Comprehensive Reconciliation Agreement that is informed by the Outline;
 - (b) decide on what mandates to seek from their respective governments that will enable and inform negotiations of a Comprehensive Reconciliation Agreement; and
 - (c) discuss the potential renewal, amendment or termination of this Agreement.

5. The Parties will explore a variety of topics in developing the Outline, 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 on specified CSFN Lands; and (iii) decision-making processes and related intergovernmental arrangements;
 - (d) **CSFN Lands**, including the identification, principles and approaches that will apply to land selection and transfer, the legal status of lands, and incremental land transfers;
 - (e) **Fiscal Relations, Revenue Sharing and Economic Matters**, including implementation funding (collectively, "**Fiscal Relations**");
 - (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.

6. The Parties will negotiate forestry and carbon-related matters through separate forestry and carbon tables, and may establish other tables to negotiate other resource sector-specific topics.
7. The Parties agree that the participation of Canada in the negotiation of a Comprehensive Reconciliation Agreement will enhance the capacity to address their Interests and will, as soon as practicable after this Agreement comes into effect, develop and implement a strategy to (i) seek confirmation about Canada's participation in the negotiation of a Comprehensive Reconciliation Agreement, including cost sharing, and (ii) request funds from Canada to support CSFNs and B.C. incremental reconciliation initiatives.
8. The Parties agree that the reconciliation table established under this Agreement is a step towards fulfilling the commitments in sections 3.2 and 3.3 of the Collaboration Agreement.

Part III – FORESTRY

9. The Parties, through the forestry table, will:
 - (a) continue to negotiate in good faith and seek to reach agreement on innovative solutions to work towards reconciling the Parties' Interests in a step-wise manner; and
 - (b) develop an annual work plan for the forestry table and seek to reach agreement on priority forestry matters that address the Parties' Interests in a step-wise manner.
10. The negotiations at the forestry table will address the following matters:
 - (a) development of a stewardship framework that:
 - (i) builds on the Environmental Stewardship Initiative Omineca Demonstration Project ("ESI") outcomes and other collaboratively developed or identified sources of information ("Outcomes");
 - (ii) builds on the collaborative work of the Stewardship Working Group carried out under section 8 of the Environmental and Socio-Cultural Initiatives Agreement;
 - (iii) involves developing consensus recommendations that are informed by the Outcomes, address stewardship issues, and meet the Parties' Interests;
 - (iv) supports decision-making in relation to natural resources including forest and range activities in the Territories; and
 - (v) leads to greater efficiencies;
 - (b) development of decision-making processes for forest and range activities, which are linked to the stewardship framework and that are integrated with CSFNs' governance processes so as to ensure representation of Keyoh holders, hereditary leaders, and other community members;
 - (c) tenure opportunities in the Territories, including long-term area-based tenures;
 - (d) forest economic development and commercial relations with non-CSFN tenure holders;

- (e) forestry-related socio-cultural matters, including healthy communities, safety on forest service and main access roads, and new processes to address protection of archaeological and cultural sites;
 - (f) CSFN forestry workforce development;
 - (g) measures to achieve greater stability and certainty for the CSFNs and B.C. in the Territories; and
 - (h) oversight of the implementation of the immediate measures set out in Part IV of this Agreement.
11. The reconciliation and forestry tables will, where necessary, jointly create sub-tables to facilitate negotiation of the Comprehensive Reconciliation Agreement, including:
- (a) a sub-table to continue to explore options that address CSFNs' Interests in past, present, and future forestry benefit sharing, land transfers, and the creation of new CSFNs' forestry land bases to inform negotiation of the Outline and mandate development by the CSFNs and B.C.; and
 - (b) other sub-tables as agreed to by the Parties.

Part IV – IMMEDIATE MEASURES

12. As a measure of good faith and as a step to meeting their Interests, the Parties:
- (a) have concluded the Interim Forestry Revenue Sharing Agreement and will renew it on substantially similar terms for the Term;
 - (b) have agreed to:
 - (i) establish a CSFN Forestry Opportunities Initiative (the "**Initiative**") to support the CSFNs in developing and implementing forestry-related business opportunities that take into account the specific and individual needs of the CSFNs ("**Strategic Forestry Projects**");
 - (ii) take steps to seek matching funds and other contributions from Canada and the forest industry to the Initiative;
 - (iii) jointly retain consultant(s) to develop and implement a strategy to approach the forest industry to discuss innovative solutions to meet the Parties' Interests;
 - (iv) start, and expedite, negotiations of an Atmospheric Benefit Sharing Agreement; and
 - (v) expedite completion of bi-lateral negotiations of existing CSFN tenure opportunities.

13. The Province will pay to the CSTC, on behalf of the CSFNs, \$5,550,000 by March 31, 2017 and \$7,000,000 by July 15, 2017 in support of the Initiative, and subject to the following:
 - (a) projects supported by the funding in this section 13 will be discussed at the forestry table prior to finalization and implementation;
 - (b) the CSFNs will report on the status of Strategic Forestry Projects at the forestry table; and
 - (c) the CSFNs will avoid duplicating existing funding sources, including funding under an agreement or initiative the Parties are jointly implementing in the allocation of funding to Strategic Forestry Projects.
14. The CSFNs agree to allocate the funding in section 13 in a manner consistent with the following criteria:
 - (a) forestry labour force development;
 - (b) forestry business development, including acquisition of tenure, forestry contracts or businesses;
 - (c) forestry partnerships, including joint venture partnerships and other business-to-business initiatives;
 - (d) resource management or stewardship, including forest management planning, timber supply analysis, inventories, strategies, studies, and monitoring;
 - (e) forestry-related bioenergy and carbon projects; and
 - (f) capital expenditures associated with a forestry-related business, such as enhanced internet access, transportation, and forestry-related equipment.
15. **Partial Accommodation.** The funding provided by B.C. to the CSFNs for Strategic Forestry Projects constitutes a partial economic accommodation and may be considered a component of any accommodation or compensation that may be required in respect of impacts or infringement to Carrier Sekani Aboriginal title and rights as a result of forestry and range activities in the Territories.

Part V IMPLEMENTATION

16. **Work Plan Principles.** The Parties will coordinate the work of the negotiation tables established under this Agreement and working groups established under the Collaboration Agreement, and the Environment and Socio-Cultural Initiatives Agreement ("**Working Groups**") 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.

17. The Parties will designate in writing representatives ("**Designated Representatives**") to:
 - (a) work with the Working Groups and negotiation tables to develop work plans in accordance with the principles set out in section 16;
 - (b) approve the work plans of the negotiation tables and Working Groups;
 - (c) ensure the Working Groups complete the work they are directed to undertake to support the negotiation tables; and
 - (d) resolve issues that may arise from time to time within the Working Groups.

Part VI CAPACITY FUNDING PAYMENTS

18. **Capacity Funding Payments.** B.C. will provide capacity funding to CSTC, on behalf of the CSFNs, in accordance with sections 19 and 21 to support the implementation of this Agreement ("**Capacity Funding Payments**").
19. B.C. will pay \$500,000 to CSTC, on behalf of the CSFNs, within 30 days of the Effective Date to:
 - (a) convene the reconciliation table and develop a work plan to be approved by the Designated Representatives by April 30, 2017;
 - (b) continue the work of the forestry table, with a focus on stewardship, decision-making and forestry partnerships; and
 - (c) convene the sub-table created in subsection 11(a) to continue to pursue exploratory technical discussions on the issues set out therein to inform the development of the Outline.
20. **Annual Report.** CSTC will provide a report to B.C. on or before February 28, 2018 summarizing expenditures and deliverables pursuant to the negotiation table work plan ("**Annual Funding Report**").
21. The CSTC will post the Annual Funding Report on its website.
22. B.C. will pay \$3,000,000 to CSTC, on behalf of the CSFNs, in the B.C. fiscal year of 2017/2018, as follows:
 - (a) \$1,000,000 on or before April 1, 2017 to continue the work of the forestry table and reconciliation table;
 - (b) \$1,000,000 on or before September 30, 2017, subject to the Parties' Designated Representatives first approving the negotiation work plans in writing;
 - (c) \$500,000 by December 15, 2017, subject to the Designated Representatives confirming in writing that the deliverables from the 2017 calendar year have been met; and
 - (d) \$500,000 within 30 days of the date on which B.C. receives the Annual Funding Report.

23. The Capacity Funding Payments and the payments made pursuant to sections 6.1 and 6.2 of the Collaboration Agreement constitute B.C.'s total financial contribution to CSTC and the CSFNs to support any negotiation related to, and the implementation of, this Agreement, the Collaboration Agreement, and the Environmental and Socio-Cultural Agreement. CSTC and CSFNs agree not to seek any additional capacity funding support from B.C. during the Term.

Part VII – ECONOMIC BENEFIT PAYMENTS

24. **Economic Benefit Payments.** B.C. will pay \$8,000,000 to CSTC, on behalf of the CSFNs, in the B.C. fiscal year of 2017/2018 (“**Economic Benefit Payments**”), and after CSTC provides to B.C. after April 1, 2017 a notice that it is prepared to receive the Economic Benefit Payments, as follows:
- (a) \$4 million on or before April 30, 2017; and
 - (b) \$4 million on or before September 30, 2017.
25. The Economic Benefits Payments constitute 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 made during the Term.
26. The CSTC and CSFNs acknowledge and agree that B.C. has fulfilled any and all obligations it may have to 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 made during the Term.
27. For greater certainty, the Parties acknowledge and agree that the CSFNs’ acknowledgement and agreement in section 26 and, more generally, this Agreement are without prejudice to, and do not preclude, any CSFN from negotiating economic benefits or other arrangements from forestry companies carrying out forest and range activities in the Territories during the Term.
28. **Reporting.** The CSFNs will report back to their membership annually in reasonable detail regarding the progress achieved under this Agreement and related agreements, including the immediate measures and the strategic negotiation pathway established herein.
29. **CSFN Response to Interference.** If a CSFN becomes aware that one or more of its members could take, or has taken, steps to frustrate, delay, stop or otherwise physically impede B.C., a provincially authorized forest or range operator, or any of their employees, contractors or representatives from gaining access to, or carrying out, forest and range activities in the Territories (an “**Interference**”), then that CSFN will work with its members and seek to prevent any potential Interference or address any actual Interference.
30. **Notice of Interference.** A Party will provide the other Parties with written notice of any potential or actual Interference as soon as practicable.
31. **Parties Review Concerns.** Upon receiving notice of any Interference, B.C. and the affected CSFN(s) will review the concerns underlying the Interference.
32. **Suspension of Economic Benefit Payment.** If the Interference has not been resolved within 10 Working Days of receipt of a notice of an actual Interference, then B.C. may temporarily suspend for the duration of the Interference:

- (a) payment of 1/7 the total of the Economic Benefit Payment for each CSFN directly involved in the Interference;
 - (b) forestry-related negotiations under this Agreement; and
 - (c) either Party may refer the matter to Dispute resolution in accordance with the process set out in sections 48-53.
33. B.C. will pay any portion of an Economic Benefit Payment that has been withheld pursuant to section 32 within 10 Working Days of the Interference being resolved to B.C.'s satisfaction, acting reasonably.
34. **Engagement Processes.** While the Parties are developing the decision-making processes identified in section 10(b):
- (a) the Parties will collaborate on certain strategic proposed decisions in relation to forest and range activities in the Territories that are agreed to in advance by the forestry table;
 - (b) B.C. will continue to discharge its consultation obligations with individual CSFNs on proposed decisions in relation to forest and range activities in their respective Territories in accordance with s. 35 of the *Constitution Act, 1982*; and
 - (c) for greater certainty the Parties will participate in the consultation and collaborative processes in good faith.
35. **No Forestry Litigation.** Provided B.C. is not in default of any of its financial obligations under this Agreement, the CSFNs and CSTC agree during the Term not to:
- (a) bring or continue any court action or proceeding directly or indirectly in relation to forest and range decision(s) that seeks to prove, or establish an infringement of, Carrier Sekani Aboriginal rights, including title; or
 - (b) seek additional economic accommodation, compensation or payments of any kind in connection with forest or range decision(s) as part of any court action or legal proceeding related to Aboriginal rights, including title.

Part VIII – GENERAL PROVISIONS

36. **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.
37. **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.
38. **Further Mandates Required.** The Parties acknowledge and agree that they may require new or additional mandates and approvals with respect to the Outline, the negotiation of a

Comprehensive Reconciliation Agreement, and the forestry-related matters described in sections 9 to 11.


39. **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.
40. **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) 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 subparagraph (a) above; 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.
41. **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.
42. **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 taken in any proceeding or in any discussion or negotiation between the Parties, except as expressly contemplated in this Agreement.
43. **Other Programs and Opportunities.** Subject to sections 15, 23 and 25, this Agreement will support the CSFNs in accessing other forestry economic opportunities and benefits that may be available.

44. **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.
45. **Commencement.** This Agreement will commence on execution by all of the Parties ("**Effective Date**").
46. **Term.** The term of this Agreement will end on the earliest of (i) March 31, 2018, or (ii) a Party terminates this Agreement pursuant to this Part VIII, whichever is sooner ("**Term**").
47. **Termination.** This Agreement may be terminated by mutual agreement of the Parties, or by any Party after following the process under sections 48 to 54 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 39;
- (a "**Dispute**").
48. A Party intending to initiate a dispute resolution process will provide a written notice to the other Party's Designated Representative(s) (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.
49. A Party that has received a Dispute Notice pursuant to section 48 will have 20 Working Days to cure or resolve the Dispute to the other Party's satisfaction, acting reasonably.
50. If, after the cure period in section 49 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 Designated Representatives will attempt to resolve the Dispute through collaborative negotiation.
51. If, after a further 20 Working Days after the cure period in section 49 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 Parties' Designated Representatives will forward the matter to the responsible B.C. Minister(s), CSFN Chief(s), and the CSTC Tribal Chief (together, the "**Relevant Leaders**").
52. The Relevant Leaders will meet in person and take such other steps that may be necessary or desirable to attempt to resolve the Dispute.
53. If the Relevant Leaders are unable to resolve a Dispute, other than a matter referred to Dispute resolution under section 32(c), 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 any Party 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.

54. If the CSFNs or CSTC proceed with forestry-related legal proceedings contrary to the covenant described in section 35, and the Dispute resolution process outlined in sections 48 to 53 did not result in an agreeable resolution to the Dispute, the Agreement will terminate on the 60th Working Day after the delivery of the Dispute Notice under section 48.
55. If the Agreement terminates in accordance with section 47, then BC will be deemed to have been discharged from any and all financial obligations described in this Agreement.
56. The Parties agree that they will endeavour to resolve all Disputes in a co-operative, effective, and timely manner in accordance with this Part VIII.
57. **"Working Day"** means any day except Saturday, Sunday, National Aboriginal Day or a statutory holiday in British Columbia.
58. **Ts'il Kaz Koh. "Ts'il Kaz Koh First Nation"** means the "band", as that term is defined in the *Indian Act*, R.S.C. 1985, c. 1-5, named "Burns Lake".
59. **Amendment.** This Agreement may only be amended by agreement of all Parties in writing.
60. **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 Natural
Gas Development and Deputy Premier**

Per: 
Authorized Signatory

Name: RICH COLEMAN

Date: MAR 23 2017

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


Per: 
Authorized Signatory

Name: John Rustad

Date: March 28, 2017

NADLEH WHUT'EN on their own behalf

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

Per: 
Authorized Signatory

Name: Steve Thomson

Date: March 27, 2017

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

Per: 
Authorized Signatory

Name: Terry Teegee

Date: March 12/17

NAK'AZDLI WHUT'EN on their own

and on behalf of their members

Per: Larry Nooski
Authorized Signatory

Name: Larry Nooski

Date: March 14, 2017

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

Per: Jackie Thomas
Authorized Signatory

Name: Jackie Thomas

Date: March 15, 2017

TAKLA LAKE FIRST NATION on their own behalf and on behalf of their members

Per: Sharon A French
Authorized Signatory

Name: Sharon A French

Date: March 16th, 2017

TS'IL KAZ KOH FIRST NATION on their own behalf and on behalf of their members

Per: Dan George
Authorized Signatory

Name: Dan George

Date: March 12, 2017

behalf and on behalf of their members

Per: Alex McKinnon
Authorized Signatory

Name: Alex McKinnon

Date: March 13, 2017

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

Per: Archie Patrick
Authorized Signatory

Name: Archie Patrick

Date: Mar 15 2017

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

Per: Justa Monk
Authorized Signatory

Name: Justa Monk

Date: March 13, 2017

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 the Priority Topics 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 Working Groups.
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 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 that may enable the negotiation of a Comprehensive Reconciliation Agreement.