

Accord for Co-Governance, Environmental Stewardship, Economic Renewal and Local
Community Well-Being in the Pacific North Coast (the “**CFN-BC Regional Accord**”)

This Agreement is dated for reference August 14, 2024

Among:

Gitga’at First Nation, as represented by their Chief and Council
Haida Nation, as represented by the Council of the Haida Nation
Heiltsuk Nation, as represented by their Chief and Council
Kitasoo Xai’xais Nation, as represented by their Chief and Council
Metlakatla First Nation, as represented by their Chief and Council
Nuxalk Nation, as represented by their Chief and Council
Wuikinuxv Nation, as represented by their Chief and Council

(Each a “**Member Nation**” and collectively the “**Member Nations**” or “**Coastal First Nations**” or “**CFN**”)

And:

His Majesty the King in Right of the Province of British Columbia, as represented by the
Minister of Indigenous Relations and Reconciliation, Minister of Water, Land and Resource
Stewardship, Minister of Forests, Minister of Environment and Climate Change Strategy,
Minister of Energy, Mines and Low Carbon Innovation, and the Minister of Citizens’ Services
(“**BC**”)

(each a “**Party**” and collectively the “**Parties**”)

Whereas:

- A. The North Pacific Coast bioregion is a rich, varied, and fragile part of the earth in which the interaction of land and sea and wildlife and people has given rise to the unique and resilient cultures of the Coastal First Nations.
- B. The Member Nations, in accordance with their own laws and ways of life, have governed, protected, and stewarded their territories in the North Pacific Coast for millennia, including in recent times, by working together to preserve and renew their territories and cultures through the exercise of their traditions, knowledge, laws, customs and authorities.
- C. Over the last two decades, the Member Nations have entered into innovative agreements with BC through which the Parties have been able to reduce land and resource conflicts and explore and advance new approaches for collaborative land and resource decision making, land and marine use planning and resource stewardship, and community and regional economic development.

- D. BC is advancing new land and marine stewardship and economic initiatives and has committed to achieving reconciliation with Indigenous peoples through renewed relationships based on recognition of rights, respect, co-operation, and partnership and guided by, amongst other things, the *United Nations Declaration on the Rights of Indigenous People* and the *Constitution Act, 1982*. BC has enacted the *Declaration on the Rights of Indigenous People Act*, which empowers BC to enter into agreements with Indigenous governing bodies that recognize Indigenous decision-making in the context of provincial statutory decision-making framework and enable the exercise of statutory decision-making authority together. BC has adopted and this Agreement will be implemented in a manner consistent with a distinctions-based approach to advancing reconciliation and implementing the *United Nations Declaration on Rights of Indigenous Peoples*.
- E. Individual Member Nations and BC are engaging with each other and with Canada to advance reconciliation through development of new reconciliation, treaty and other government-to-government agreements; however, the Parties recognize that shared challenges such as climate change and food security and many shared goals related to integrated land and marine stewardship and economic revitalization in the North Pacific Coast are best dealt with by working together at various scales, including local, bio-regional and regional scales.
- F. The Parties acknowledge the importance of continuing to work together to advance reconciliation, conservation, and sustainable communities with consideration for integrating terrestrial and marine stewardship and securing long-term sustainable funding to support co-governance.
- G. To that end the Parties wish to enter into a new agreement to re-establish an intergovernmental Working Forum through which they will collaborate to achieve a more integrated and effective approach to the implementation of this Agreement, Existing Agreements, and to develop and implement new co-governance, land and marine stewardship, and regional economic and capacity development initiatives.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. In this Agreement, including the recitals and schedules:

“Agreement” means this Accord for Co-Governance, Environmental Stewardship, Economic Renewal and Local Community Well-Being in the Pacific North Coast ;

“CFN-BC Working Forum” means the government-to-government three-tiered structure established by the CFN and BC pursuant to section 6.1 of this Agreement;

“Co-Governance” means nation-to-nation, government-to-government arrangements that support decision-making, authorities, responsibilities, laws, and jurisdictions being exercised collaboratively, including working together on planning, decision-making, decision implementation processes and management;

“Collaborative Decision-Making Framework” or **“CDM Framework”** means the collaborative Co-Governance process that is set out in Schedule 7;

“Confidential Information” has the meaning given to it in Schedule 7;

“Consensus” means that, although Parties may not support every aspect, they have reached an agreement that satisfies their major interests and addresses their significant concerns to the extent that all can support it;

“Dispute” means a disagreement between any of the Parties in relation to the interpretation or implementation of this Agreement;

“DRIPA” means the *Declaration Act on the Rights of Indigenous Peoples Act*, SBC 2019, c 44;

“Effective Date” means the last date this Agreement is executed by all the Parties;

“Existing Agreements” means the agreements referred to in sections 10.1 and 10.2 of this Agreement;

“GBIS” means the Great Bear Initiative Society a society incorporated under the laws of British Columbia, of which the Member Nations are members;

“GBIS Member Nations” means Gitga’at First Nation, Gitxaala Nation, Haida Nation, Heiltsuk Nation, Kitsoo Xai’xais Nation, Metlakatla First Nation, Nuxalk Nation, and Wuikinuxv Nation;

“GBR” means the Great Bear Rainforest which for the purposes of this Agreement is the area described in BC’s Great Bear Rainforest Land Use Order;

“GBR North” means the area included in BC’s Great Bear Rainforest North Timber Supply Area;

“Guiding Principles” means the principles identified in Part 4 of this Agreement;

“Leadership Group” means the group of Member Nations’ leadership or their designated Representatives and BC Ministers or their designated Representatives who will meet as one of the levels of the CFN-BC Working Forum established under section 6.1 of this Agreement and as described in section 6.2(a) of this Agreement;

“North Pacific Coast” or **“North Pacific Coast Bioregion”** means the area of air, land and sea identified in the map in Schedule 1 of this Agreement;

“Representatives” means the officials of the Parties that are authorized to undertake the work and discussions necessary to support implementation of this Agreement;

“Senior Officials” means Representatives of the Parties that have the authority to discuss and reach agreement on a solution to a Dispute;

“UN Declaration” means the *United Nations Declaration on the Rights of Indigenous Peoples*;

“Work Plans” means the work plans to be developed by the Parties under Part 11 of this Agreement; and

“Working Group” means the Parties’ senior policy and program Representatives who will meet as one of the levels of the CFN-BC Working Forum established under section 6.1 of the Agreement and as described in section 6.2(b) of the Agreement.

2. AGREEMENT INTERPRETATION

2.1. In this Agreement:

- a) “Includes” and “including” are not intended to be limiting;
- b) The recitals and headings are inserted for convenience of reference only, do not form part of this Agreement and are not intended to define, enlarge, or restrict the scope or meaning of this Agreement or any provision of it;
- c) Any reference to a statute includes all regulations made under that statute and any amendments or replacement of that statute or its regulations;
- d) Unless the context otherwise requires, words expressed in the singular include the plural and vice versa; and
- e) There will be no presumption that doubtful expressions, terms, or provisions in this Agreement are to be resolved in favour of any Party.

2.2. The following Schedules are incorporated in and form part of this Agreement:

- a) Schedule 1 – Map of North Pacific Coast
- b) Schedule 2 – Land and Marine Co-Governance and Integrated Stewardship
- c) Schedule 3 – Regional Economic Revitalization and Renewal
- d) Schedule 4 – Community Resilience, Clean Energy and Climate Change Adaptation
- e) Schedule 5 – Fiscal Resources
- f) Schedule 6 – Collaborative Decision Making and Roadmap for Joint or Consent Based Decision Making
- g) Schedule 7 – CFN – BC Collaborative Decision-Making Framework

3. GOAL AND PURPOSES

3.1. The Parties share the goal of advancing a world-leading example of reconciliation and cooperative federalism between BC and the Member Nations that brings positive transformative change to the lives of the CFN peoples, coastal communities, and the lands and waters of the North Pacific Coast Bioregion.

3.2. The purposes of this Agreement are to:

- a) Deliver measurable progress toward Co-Governance, effective and integrated land and marine stewardship, community well-being and economic revitalization in the North Pacific Coast.
- b) Establish a regional intergovernmental CFN-BC Working Forum through which the Representatives will work with each other to coordinate and oversee implementation of this Agreement taking into account Existing Agreements;
- c) Identify priority actions and measures the Parties will undertake to:
 - i. Advance a more collaborative, coordinated, and integrated approach to land and marine stewardship in the North Pacific Coast;
 - ii. Promote and support innovation and revitalization of the Indigenous and market economies in the North Pacific Coast at local and regional levels;
 - iii. Enable communities in the North Pacific Coast to reduce carbon emissions, shift to clean energy, and plan for and adapt to climate change; and
 - iv. Create durable fiscal support for implementation of this Agreement, taking into account Existing Agreements, via expansion of existing or development of new public-private partnerships and innovative conservation-based revenues;
- d) Establish an approach through which BC and Member Nations, not including Haida Nation, will continue to advance Co-Governance in collaborative land and resource decision making including advancing joint and consent-based land and resource decision making¹; and
- e) Deliver resourcing to support the ability of the Member Nations to participate meaningfully in the implementation of this Agreement.

4. GUIDING PRINCIPLES

4.1. Implementation of this Agreement will be based on and consistent with the following principles:

- a) The Member Nations have inherent and Aboriginal title and rights within their territories, which are not frozen in time, continue to evolve through practice and custom, include attributes and perspectives that are unique to the Member Nations, and are not contingent on Crown recognition, court-declaration, or treaty articulation for their existence.
- b) BC enters into this Agreement on the understanding that the nature, scope, and geographic extent of those title and rights may be clarified through reconciliation processes with each Member Nation.

¹ See Section 9.5 for an acknowledgement regarding the participation of Haida Nation

- c) Through such processes BC and the Member Nations may work together to reach a common understanding of the nature, scope and geographic extent of those title and rights, and the way in which the Parties' respective jurisdictions, laws and authorities can be exercised together.
- d) The Parties acknowledge that those further processes are outside of the scope of this Agreement but intend that their work together under this Agreement, including in particular, developing and seeking a mandate for a joint decision-making agreement as set out under Schedule 6, can support those further processes.
- e) The Parties agree that timely and effective implementation of this Agreement will require:
 - i. Working together collaboratively, including working in a non-adversarial manner, with the goal of achieving Consensus, developing agreement, and promoting reconciliation;
 - ii. Having open and transparent discussions of issues, interests, and objectives, while respecting ratification and approval processes of the other Parties, including the need to maintain confidentiality;
 - iii. Recognition of the need to build long-term, sustainable, and collaborative arrangements;
 - iv. Willingness to be innovative and progressive;
 - v. Focusing efforts to achieve early successes;
 - vi. Developing practical and meaningful outcomes; and
 - vii. Where possible, connecting with and building upon existing initiatives to enhance transparency, efficiency, and effectiveness.

4.2. Nothing in this Agreement prevents one or more of the Parties from advancing new initiatives and measures through direct bilateral arrangements.

5. RESPONSIBILITIES OF GBIS

- 5.1. As it relates to the implementation of this Agreement, the Member Nations have mandated the GBIS to:
 - a) Liaise with BC on policies and issues;
 - b) Provide policy, technical, coordination and administrative support for the Member Nations;
 - c) Coordinate regional strategic planning activities;
 - d) Provide support for resolution of issues arising between the Member Nations and between individual Member Nations and BC;

- e) As per section 14 , receive and administer funds from BC; and
 - f) Other matters as agreed to by the Member Nations.
- 5.2. If the Member Nations mandate GBIS to undertake additional responsibilities in connection with this Agreement, GBIS will notify BC.

6. CFN-BC WORKING FORUM

- 6.1. The Parties hereby establish the CFN-BC Working Forum through which the Parties will share information, pursue discussions, and coordinate and undertake activities that implement this Agreement.
- 6.2. The CFN-BC Working Forum will have the following three distinct levels:
- a) A Leadership Group who will meet annually or as needed to monitor progress on the implementation of this Agreement; including approving Work Plans, and if necessary, providing high level problem solving and policy direction;
 - b) A Working Group who will meet quarterly or as needed to oversee and manage implementation of this Agreement; including developing the Work Plans, and resolving Disputes that may arise at the program and project team level; and
 - c) Program and project teams of senior technical Representatives who, under direction of the Working Group, will meet as needed to manage and implement the programs and projects the Parties have agreed to pursue under this Agreement.
- 6.3. The Parties agree to use the CFN-BC Working Forum as the venue through which they will engage to propose, plan, and implement new initiatives that may have application in the North Pacific Coast and are related to the goals and purposes of this Agreement.

7. WORKING TOPICS AND MEASURES

- 7.1. The Parties will work and collaborate in good faith to advance the topics and work areas set out in Schedules 2, 3, 4, 5 and 6. The Parties agree that if it becomes evident that the timelines in Appendix A to Schedule 6 may not be met, that the Leadership Group will meet to discuss the timelines and seek to address any issues causing delay.
- 7.2. For greater certainty, this Agreement does not create legally binding obligations on any Party with respect to existing and proposed initiatives and measures identified in Schedules 2, 3, 4, 5 and 6 other than a commitment by the Parties to negotiate and seek further authorities in good faith in order to advance the work, with the exception of those that have been incorporated in legally binding agreements.
- 7.3. The Parties acknowledge that the Representatives of the Parties may require approval under their respective decision-making processes before they can advance new work on new initiatives and measures identified in Schedules 2, 3, 4, 5 and 6, where approval is required the Parties will co-develop and seek the required mandates in accordance with Part 8.

- 7.4. The work and discussions occurring under the CFN-BC Working Forum are not intended to displace or supersede any commitments made under Existing Agreements, including actions or processes related to implementation.
- 7.5. The Parties agree that Work Plans will, where possible, seek to build upon and add support to Existing Agreements, processes, and initiatives.
- 7.6. The Working Group will, where practicable and agreed to by the Working Group members, seek to coordinate and harmonize initiatives with other working groups of BC and the Member Nations under other Existing Agreements and other relevant agreements in the region to improve collaborative efficiencies and reduce or eliminate duplication.
- 7.7. As the Parties engage with each other in relation to the areas of work described above, they will, where relevant, discuss alignment of BC laws to achieve consistency with the UN Declaration as committed to under DRIPA.

8. CO-DEVELOPMENT OF MANDATES

- 8.1. Work to implement this Agreement will be undertaken in the manner contemplated by this Agreement, including the goals, purposes and guiding principles set out in Parts 3 and 4, respectively.
- 8.2. The Parties may raise any issue they view as significant to the implementation of this Agreement, including longstanding issues formerly raised by the Member Nations that are not covered by BC's current mandates and the Parties may agree to seek mandates to address these issues.
- 8.3. Where the Parties have identified mutual interests and objectives that are consistent with the goals and purposes set out in Part 3 and the guiding principles set out in Part 4 of this Agreement, and do not already have a mandate to discuss and address those interests and objectives, the Parties will seek a mandate from their respective principals.
- 8.4. To facilitate the process of securing mandates as per section 8.3, the Parties will co-develop term sheets, which will:
 - a) Describe the interests and objectives of the Parties in relation to the matter or matters under discussion; and
 - b) Include sufficient detail, including information regarding resources, to support attaining the required mandate.
- 8.5. The Parties acknowledge that a term sheet is not binding on their respective principals and that any approved negotiation mandates may differ from the term sheet request.

9. COLLABORATIVE DECISION-MAKING

- 9.1. The Parties adopt the CDM Framework attached as Schedule 7 to the Agreement.

- 9.2. The Parties acknowledge that the process set out in the Collaborative Decision-Making Framework in Schedule 7 to this Agreement will constitute the means by which they will seek to fulfill their respective obligations arising from BC's duty to consult with the Member Nations on the subject matters set out in Schedule 7.
- 9.3. The Parties further acknowledge that the CDM Framework, or portions thereof, may be replaced by decision-making processes developed in accordance with Schedule 6.
- 9.4. The CFN-BC Working Forum will periodically review and may develop proposed updates and amendments to the CDM Framework in accordance with section 14.3 of Schedule 7.
- 9.5. The Parties acknowledge that BC and Haida Nation are advancing discussions on decision-making at a separate table and therefore Haida will not participate in the work carried out under Schedule 6 or 7 of this Agreement.

10. EXISTING AGREEMENTS

- 10.1. Various Member Nations and BC are signatories to agreements or other documents that advance Co-Governance of land and resource planning, policy making, and decision making including the:
 - a) Coastal First Nations-BC General Protocol on Land Use Planning (2001);
 - b) Coastal First Nations-BC Land and Resource Protocol (2006);
 - c) Coastal First Nations-BC Reconciliation Protocol (2009), as amended;
 - d) Haida Gwaii Reconciliation Protocol (2009);
 - e) Term Sheet for EBM Implementation (2016); and
 - f) Pathway to Reconciliation MOU (2020).
- 10.2. Various Member Nations and BC, and in some cases Canada, are signatories to agreements that create frameworks for advancing reconciliation and Co-Governance with respect to marine use planning and oceans protection and management including the:
 - a) Letter of Intent to Collaborate on Coastal Marine Planning in the Pacific North Coast (2011);
 - b) Central Coast Marine Plan Implementation Agreement (2016);
 - c) Haida Gwaii Marine Plan Implementation Agreement (2016);
 - d) North Coast Marine Plan Implementation Agreement (2016);
 - e) Pacific North Coast Integrated Management Area (PNCIMA) (2017); and
 - f) Oceans Protection and Management Reconciliation Framework Agreement (2022).

10.3. The Parties acknowledge that the processes in this Agreement are intended to replace processes in the 2009 Coastal First Nations-BC Reconciliation Protocol and the 2020 Pathway to Reconciliation MOU, and accordingly agree that:

- a) Notwithstanding sections 6(e) and (f) of the 2020 Pathway to Reconciliation MOU, that MOU is terminated as of the Effective Date of this Agreement; and
- b) By executing this Agreement, the Parties are terminating by agreement the 2009 Coastal First Nations-BC Reconciliation Protocol under section 14.4 of that agreement as it relates to the Member Nations and the Province;
- c) Notwithstanding section 10.3(b), the Parties will, as appropriate, develop transition processes for any applications currently under way under the existing Engagement Framework that is appended as Schedule B to the 2009 Coastal First Nations-BC Reconciliation Protocol; and
- d) For greater certainty, this Agreement does not supersede or replace other Existing Agreements.

11. IMPLEMENTATION PROCESS

- 11.1. The Parties will develop a terms of reference for the CFN-BC Working Forum. The Parties will jointly develop Work Plans, including timelines, that are reviewed annually to support the ongoing implementation of this Agreement.
- 11.2. The Parties acknowledge that work will begin immediately to continue advancing tasks related to existing initiatives or to undertake actions related to new initiatives as set out in Work Plans.
- 11.3. The Parties will use the Work Plans to confirm the topics of intended focus and identify intended work products, anticipated outcomes, resourcing requirements and timelines.
- 11.4. The Parties may from time to time formalize their commitment to implement the existing initiatives or new initiatives and measures contemplated under this Agreement by negotiating and entering into new binding agreements.
- 11.5. The Parties acknowledge they will each have to seek ratification of any future agreements that support implementation of this Agreement.

12. INFORMATION SHARING AND CONFIDENTIALITY

- 12.1. Each Party will support the work under this Agreement by, sharing such relevant information and knowledge that the Party, in its sole discretion, considers advisable in the circumstances for the purposes of this Agreement, and will at the time of disclosure:
 - a) Assist the other Parties in understanding and interpreting the information;
 - b) Confirm any restrictions on the current and future use of the information;
 - c) Confirm whether the information is Confidential Information; and

- d) Confirm whether the information may be reproduced or shared, in whole or in part, including with others that are not a Party to this Agreement.
- 12.2. The provisions for Confidential Information set out in Part 13 of Schedule 7 will apply to all information, including Confidential Information, shared under this Agreement.

13. OTHER FIRST NATIONS

- 13.1. The Member Nations acknowledge that BC may have legal duties to consult with other Indigenous groups whose Aboriginal rights may be affected by proposed land and resource decisions reached pursuant to this Agreement.
- 13.2. BC will advise the Member Nations when such duties arise and in those situations the Parties commit to work collaboratively on what information needs to be shared for consultation purposes.
- 13.3. The Parties may seek to engage with Indigenous groups who are not a party to this Agreement to advance specific elements of the Work Plans, where appropriate.
- 13.4. Any GBIS Member Nation who has not signed this Agreement on August 14, 2024 may join this Agreement at any time once they confirm in writing that they agree to the terms and conditions of this Agreement including its Schedules. The Parties will discuss and attempt to reach agreement to address any implications for ongoing negotiations that may be underway at the time of the relevant GBIS Member Nation joining the Agreement.

14. RESOURCING

- 14.1. To support the implementation of this Agreement from fiscal years 2024/2025 to 2027/2028, BC is providing a total of \$6,700,000 to GBIS, on behalf of the Member Nations.
- 14.2. At the time of execution of this Agreement, BC has already provided GBIS, on behalf of the Member Nations, with \$670,000 to help implement this Agreement.
- 14.3. Within 30 days of the Effective Date, BC will provide to GBIS, on behalf of the Member Nations, \$300,000 to help implement this Agreement in fiscal 2024/2025, subject to section 14.5.
- 14.4. In addition to the payments in section 14.2 and 14.3, BC will also provide funding for the Member Nations to implement this Agreement by making payments to GBIS, on behalf of the Member Nations, as follows:
 - a) \$930,000 to be paid by October 31, 2024;
 - b) \$1,600,000 to be paid on or before May 31, 2025 (the “**Payment Date**”); and
 - c) Subsequent payments of \$1,600,000 to be paid annually on or before the next two anniversaries of the Payment Date , subject to section 14.5.

- 14.5. Notwithstanding any other provision in this Agreement, any payment of funds by BC to the GBIS on behalf of the Member Nations under this Agreement is subject to:
- a) There being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable BC in any fiscal year or part thereof when such payment is required, to make a payment pursuant to this Agreement;
 - b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment; and
 - c) BC and GBIS entering into a funding agreement with regards to the payment and that agreement remaining in full force and effect.
- 14.6. For greater certainty, in the event the condition set out in 14.5(c) is not satisfied, BC will be under no obligation to provide funding in accordance with section 14.3 or 14.4 until such time as the Member Nations identify an alternate entity to receive funding and this Agreement is amended accordingly.
- 14.7. BC acknowledges that revenues obtained by the Member Nations from the sale of carbon offsets associated with the GBR and Haida Gwaii land use decisions have been and will continue to be critical to the successful implementation of this Agreement.
- 14.8. The Parties will, recognizing that the Member Nations will require additional resources to support the implementation of this Agreement, work collaboratively to identify and seek to secure other forms of resourcing to support the implementation of this Agreement, including as identified in Schedule 5.

15. DISPUTE RESOLUTION

- 15.1. If a Dispute arises and cannot be resolved at the Working Group level, the Dispute will be referred to a forum comprised of the Senior Officials authorized to explore, and where possible resolve, the Dispute.
- 15.2. In the event the Dispute is not resolved by the Senior Officials, the Parties may refer the dispute to the Leadership Group for resolution, guidance, or direction.
- 15.3. In the event the Dispute is not resolved after following the process in section 15.1 or 15.2, the Parties may, on mutual consent, refer the Dispute to a mutually agreed-upon mediator, with each Party paying its own costs of the mediation and the costs of the mediator.

16. AGREEMENT EFFECTIVE DATE, SUSPENSION AND TERMINATION

- 16.1. This Agreement takes effect on the Effective Date and continues unless terminated in accordance with section 16.4.

- 16.2. Any Member Nation may suspend its participation in or withdraw from this Agreement by providing 60-days' written notice to BC and to the other Member Nations, which also sets out the reasons for suspension of their participation or withdrawal from the Agreement.
- 16.3. The Parties acknowledge and agree that:
- a) If any GBIS Member Nation joins this Agreement in accordance with Section 13.4, the Parties will not seek a change to the funding as described in section 14.3 and 14.4; and
 - b) If a Member Nation suspends its participation or withdraws from the Agreement, the remaining Parties will discuss and attempt to reach agreement on a pro-rated reduction in funding.
- 16.4. The Member Nations, acting together, or BC may terminate the Agreement by providing 60-days written notice which sets out the reasons for termination.

17. REPRESENTATIONS AND WARRANTIES

- 17.1. Each Member Nation represents and warrants to BC, with the intent and understanding that they will be relied on by BC in entering into this Agreement, that:
- a) It has the legal power, capacity, and authority to enter into this Agreement on its own behalf and on behalf of its members;
 - b) It has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of its members, including obtaining any necessary resolution approving the terms of this Agreement and authorizing its representative to sign and enter into this Agreement; and
 - c) This Agreement is a valid and binding obligation upon it.
- 17.2. BC represents and warrants to the Member Nations, with the intent and understanding that they will be relied on by the Member Nations in entering into this Agreement, that:
- a) it has the legal power, capacity, and authority to enter into this Agreement;
 - b) its representatives have taken all necessary actions and have obtained all necessary approvals to enter into this Agreement; and
 - c) this Agreement is a valid and binding obligation upon it.

18. NOTICE

18.1. **Notices.** Any notice or document under this Agreement must be in writing, and will be deemed validly given to and received by the other Parties, if served personally, on the date of personal service or, if delivered by mail or e-mail, when received as follows:

if to BC:

Deputy Minister Tom McCarthy
Ministry of Indigenous Relations and Reconciliation
P.O. Box Stn. Prov. Govt.
Victoria, B.C. V8W 9B1
Email: tom.mccarthy@gov.bc.ca

if to each of the Member Nations:

Metlakatla First Nation
PO Box 459,
Prince Rupert, BC V8J 3R2

Gitga'at First Nation
General Delivery, 445 Hayimiisaxaa Way,
Hartley Bay, BC V0V 1A0

Haida Nation
PO Box 98 Haida Gwaii - #1 Reservoir Road,
Skidegate, BC V0T 1S1

Kitasoo First Nation
General Delivery,
Klemtu, BC V0T 1L0

Heiltsuk Nation
PO Box 880,
Bella Bella, BC V0T 1Z0

Nuxalk Nation
PO Box 65,
Bella Coola, BC V0T 1C0

Wuikinuxv Nation
PO Box 3500, Wuikinuxv Village Rivers Inlet,
Port Hardy, BC V0N 2P0

18.2. **Change of Address.** Any Party may, from time to time, give written or e-mail notice to the other Parties of any change of address or email of the Party giving such notice and after the giving of such notice, the address or email therein specified will, for purposes of this Agreement be conclusively deemed to be the address email of the Party giving such notice.

19. GENERAL PROVISIONS

19.1. This Agreement does not:

- a) Constitute a treaty or land claims agreement within the meaning of section 25 and 35 of the *Constitution Act, 1982*;
- b) Create, amend, establish, define, abrogate, or derogate from any Aboriginal right or title recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- c) Prevent any Party from initiating or proceeding with a claim seeking a court declaration or finding about any Aboriginal right or title recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- d) Fetter, limit, or unlawfully interfere with:
 - i. the exercise by BC of its agencies and of any statutory, prerogative, executive or legislative power or duty;
 - ii. the decision-making authority of any Party or their authorized representatives;
- e) Reduce or limit the Crown's constitutional obligations to any Member Nation, including the duty to consult and accommodate; or
- f) Constitute any admission of fact or liability.

19.2. This Agreement does not preclude the Member Nations from participating in and accessing any funding, program, initiative, or arrangement offered by BC for which the Member Nations may be eligible or wish to partake in.

19.3. This Agreement may be executed in counterparts and by facsimile. Each signature will be deemed to be an original signature and all executed documents together will constitute one and the same document.

19.4. This Agreement, including the Schedules, and any amendment to it constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. Except as provided in section 10.3, this Agreement does not change, supersede or constitute the agreement related to the subject matter of any Existing Agreements.

19.5. This Agreement will be governed by and construed in accordance with the laws of British Columbia.

19.6. This Agreement may be amended by agreement of the Parties in writing.

IN WITNESS WHEREOF the Parties hereby execute this Agreement as of the 14th day of August, 2024.

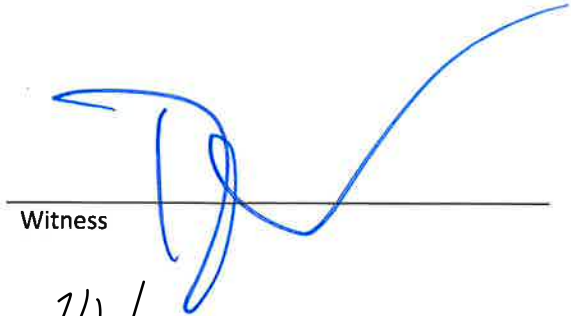
THE MEMBER NATIONS on their own behalf and on behalf of the COASTAL FIRST NATIONS, as represented by:

 _____ Chief Councilor Danielle Shaw Wuikinuxv Nation	 _____ Witness
 _____ Chief Councilor Marilyn Slett Heiltsuk First Nation	 _____ Witness
 _____ Chief Councilor Sam Schooner Nuxalk First Nation	 _____ Witness
 _____ Chief Councilor Doug Neasloss Kitasoo/Xai'xais First Nation	 _____ Witness
 _____ Chief Councilor Bruce Reece Gitga'at First Nation	 _____ Witness
 _____ Chief Councilor Robert Nelson Metlakatla First Nation	 _____ Witness
 _____ President Gaagwiis Jason Alson Haida Nation	 _____ Witness
 _____ Chief Councilor Billy Yovanovich Skidegate Band Council	 _____ Witness
 _____ Chief Councilor Donald "Duffy" Edgars Old Massett Village Council	 _____ Witness

ON BEHALF OF HIS MAJESTY THE KING IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by:



Murray Rankin
Minister of Indigenous Relations and
Reconciliation



Witness



Nathan Cullen
Minister of Water, Land and Resource
Stewardship



Witness



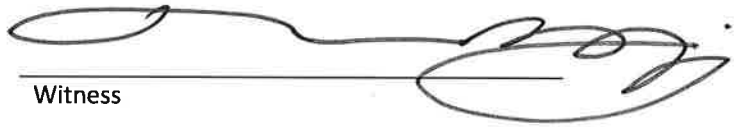
Bruce Ralston
Minister of Forests



Witness



George Heyman
Minister of Environment and Climate Change
Strategy



Witness



Josie Osborne
Minister of Energy, Mines and Low Carbon
Innovation



Witness



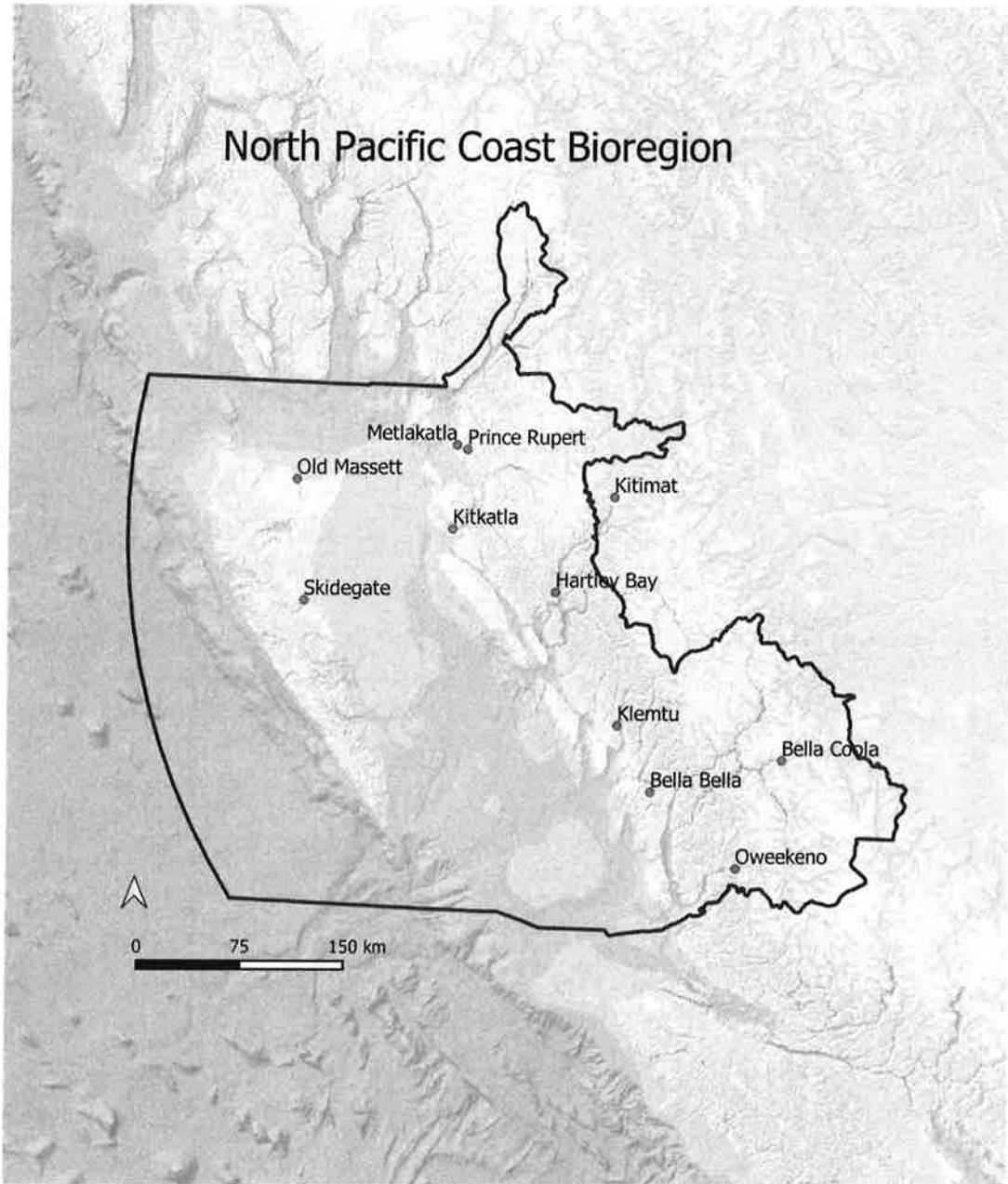
George Chow
Minister of Citizens' Services



Witness

Schedule 1

Map of North Pacific Coast



Schedule 2

Land and Marine Co-Governance and Integrated Stewardship

Goal

Achieve cooperative, integrated, and effective land and marine Co-Governance and stewardship in the North Pacific Coast.

Objective

Through the CFN-BC Working Forum, advance a coordinated approach to Co-Governance, including the implementation of existing land and marine stewardship initiatives, Existing Agreements and the development and implementation of new Co-Governance land and marine initiatives and policies in the North Pacific Coast bioregion.

Existing Initiatives

- 1) Work collaboratively and engage with Canada under the 2018 Reconciliation Framework Agreement for Bioregional Oceans Management and Protection (Oceans RFA) to advance designation and co-governance of a Marine Protected Area Network in the Pacific North Coast bioregion;
- 2) Work collaboratively and engage with Canada to advance cooperative arrangements for marine incidents, preparedness, response and recovery, including enhancing initial spill response capacity in Member Nations;
- 3) Work collaboratively and engage with Canada as appropriate, to advance implementation of the Central Coast, North Coast and Haida Gwaii Marine Plan Partnership agreements;
- 4) Through the GBR Ecosystem Based Management Forum work to implement the Term Sheet for Implementation of the 2021 Review of Ecosystem Based Management in the Central and North Coast, dated June 13, 2023;
- 5) Designate the Sustainable Forest Management Areas (SFMA) referenced in the GBR EBM Implementation Term Sheet (2016) as a new type of protected area or special stewardship area; and
- 6) Continue to advance a new approach to timber supply analysis and harvest access management in the GBR North that ensures sustainable harvest levels in Timber Supply Area/Tree Farm Licence (TSA/TFL) management units and each Member Nation's territory, guided by analysis of timber supply at both the TSA/TFL and Member Nation territory levels.

New Initiatives and Measures

- 7) Through the CFN-BC Working Forum advance a coordinated, regional approach to co-development and implementation of existing and new provincial government land and marine stewardship initiatives in the North Pacific Coast bioregion (including but not limited to Wild Salmon Strategy, Together for Wildlife, Coastal Marine Strategy, Old Growth Strategy, Watershed Security Strategy and Fund), focusing on:
 - a) Wildlife stewardship and habitat conservation;
 - b) Freshwater fisheries stewardship and watershed planning;
 - c) Agreements and processes related to oceans protection and wild salmon stewardship; and
 - d) Environmental stewardship projects (e.g. shoreline cleanup);
- 8) Development of a policy framework for assessing and managing tourism tenuring and operations at the regional and territorial scales, including exploring and implementing new policies and management approaches that support the above and ensure effective stewardship of the resource (i.e., address policy gaps, improve tenure bonding and develop collaborative tenure adjudication processes);
- 9) Advance a collaborative, integrated approach for land, marine and natural resource inventory and research; and,
- 10) Advance a cooperative, integrated and innovative approach for natural resource monitoring, compliance and enforcement activities including working with the CFN Coastal Stewardship Network and Member Nation land and resource stewardship and management organizations to develop joint compliance monitoring and related training for the CFN Guardian Watchman programs.

Outcomes

- Co-Governance arrangements among the Member Nations and BC enable the Parties to work together to provide effective, transparent, responsive, and integrated land and marine stewardship.
- Co-Governance of marine protected area network in the North Pacific Coast provides a world leading example of marine environmental protection and stewardship.
- Cooperation among the Member Nations, BC and Canada and increased dedicated resourcing results in a world-leading marine safety and marine emergency preparedness, response and recovery regime.
- CFN Guardian Watchmen play a key role in the undertaking of land and resource compliance and enforcement activities in Member Nation territories;

- New provincial legislation enables designation of SFMAs and other protected area designations as a new form of special stewardship, including the recognition of Indigenous protected areas in which Member Nations play a lead role in planning and management.

Schedule 3

Regional Economic Revitalization and Renewal

Goal

Identify and advance initiatives and measures that enhance community well-being and accelerate economic revitalization, prosperity and diversification in the Member Nations' communities and the broader North Pacific Coast region.

Objective

Through the CFN-BC Working Forum, advance a coordinated approach to continued implementation of existing economic initiatives and the development and implementation of new economic initiatives and measures related to the North Pacific Coast Bioregion.

Existing Initiatives

- 1) Support the acceleration of enhanced communications throughout the North Pacific Coast Bioregion by continuing to build on current digital infrastructure investments and enhance resourcing supports for Member Nations to further develop, oversee, and optimize their improved infrastructure for greater connectivity benefits, especially in the areas of emergency response and preparedness, cyber security and safety, land and marine stewardship, education, health, and small business, etc.
- 2) Address coast forest sector revitalization and enhance the ability of the Member Nations to participate in and derive benefits from the forest sector including:
 - a) Continuing to advance a new approach to harvest access management that ensures Member Nations have priority access to fair and representative harvest opportunities in their territories and supports other licensees accessing fair and representative harvest opportunities in the GBR North; and
 - b) Exploring and advancing fiscal policies and measures (e.g., changes to log export regulations, stumpage and cost allowance formulas) that revitalize coastal forestry (i.e., reduce reliance on the cedar harvest, increase harvest of lower value whitewood, reduce waste levels, improve delivery of wood to domestic mills) and increase the ability of Member Nations to accrue economic benefits and opportunities from and make capital and other investments in the coastal forest sector.
- 3) Implement a clear process for Member Nations and the Province to collaborate on recreational tourism tenure and permit opportunities in Member Nations' territories, with a goal of achieving a substantial increase in the Member Nations economic participation in this sector.

New Initiatives and Measures

- 4) Review and update strategic planning analyses and recommendations related to regional transportation capacity and infrastructure, including mobile communications to support Member Nations' territorial governance and stewardship.

- 5) Develop and advance new measures that enhance the ability of the Member Nations to participate in and derive benefits from the forest sector, including:
 - a) Seek to reach agreement on fiscal policies (eg. forestry revenue sharing, BCTS timber sales revenue sharing, etc.) that expand the scope of revenues flowing to the Member Nations from the forest sector and that support the Member Nation's ability to acquire more replaceable tenure and increase investment in and ownership of local forestry business opportunities; and
 - b) Work with industry to update GBR-oriented forest sector employment opportunities and capacity needs assessments and develop a First Nation-focused forest sector training program.
- 6) Develop and implement a northern aquaculture and harvesting strategy with a focus on sustainable shellfish and marine plants that includes:
 - a) Providing Member Nations with priority access to a viable portion of aquaculture tenuring and marine plant aquaculture and wild harvesting opportunities in their territories;
 - b) Supporting approaches that promote joint ventures and other business relationships between industry operators and Member Nation businesses;
 - c) Advancing establishment of a Northern Aquaculture Development Fund to provide business capital to Member Nations for hatchery and farm development; and
 - d) Advancing policies that ensure aquaculture tenure proponents/applicants have support from the Member Nation(s) when applying for an aquaculture tenure within their Territory;

The Parties will invite the government of Canada to participate in this initiative.

- 7) Develop and implement an Indigenous-led tourism strategy that includes:
 - a) A policy framework for tenuring that promotes joint ventures and other business relationships between industry operators and Member Nation businesses; and
 - b) A GBR-related tourism plan.
- 8) Assess and seek to identify and implement new regional benefits and revenue sharing arrangements associated with continued development and use of the North Pacific Coast as a terminus for large scale natural resource exports.
- 9) Explore a regional blue carbon strategy that supports development of projects based on additional carbon storage from enhanced marine protection, stewardship, and restoration, including working to develop a methodology for quantifying marine-based carbon sequestration that will function with existing carbon offset accounting and market access mechanisms.
- 10) Explore opportunities for Member Nations' participation in the clean energy sector including:

- a) Parties to undertake a joint study to explore opportunities for sustainable revenue generation through clean energy development, including identification of:
 - i. Long-term clean energy development potential within Member Nation territories;
 - ii. The role of Canada in supporting clean energy development;
 - iii. Potential opportunities for Indigenous ownership and/or equity interest in new clean power generation and infrastructure;
 - iv. Measures to ensure Member Nations are well-positioned to participate in and/or benefit from future BC Hydro calls for power; and
 - v. Other potential future clean energy partnerships with Member Nations, BC Hydro, and BC.
- b) Upon completion of the study, the Parties will review its findings and consider potential options for Member Nation ownership and/or revenue generation from clean power development;
- c) With BC Hydro, explore opportunities for Indigenous ownership and/or equity interest in new BC Hydro infrastructure located within Member Nations' territory;
- d) Ensure Member Nations are well positioned to participate in future BC Hydro calls for power when BC Hydro nears the exhaustion of its electricity surplus; and
- e) Potential future clean energy partnerships with Member Nations, BC Hydro, and BC, including projects to transition remote communities off of diesel generation.

Wherever possible, these discussions will leverage existing Indigenous engagement processes to respect capacity constraints of Member Nations.

Intended Outcomes

- Human well-being and increased quality of life benefits are realized through significantly improved communications and enhanced delivery of digital services and technologies throughout the NPC as regional connectivity is foundational for the overall success of this Agreement and DRIPA (i.e., digital equity and enablement leads to greater governance capability, land and marine stewardship, access to educational and small business opportunities, blue economy development, health solutions deployment, and cultural wellbeing through language preservation).
- Member Nation-owned blue carbon projects in the North Pacific Coast are producing economic benefits and own-source revenues for Member Nations.
- Shellfish and marine plant harvesting and aquaculture in northern BC waters becomes a new engine of economic development in the North Pacific Coast led by Member Nations.
- Wilderness and recreational tourism in the North Pacific Coast become a new engine of community-based economic development in the North Pacific Coast.
- The forest sector in the GBR North is revitalized via:

- Enhanced cooperation at planning and operating levels among Member Nation forest companies and other licensees;
 - Streamlined forestry permitting, new business-to-business relationships, operating cost reductions, improved investment returns, increased local employment, etc.;
 - Increased revenue enables new Member Nation and industry investment in locally owned and operated forestry service, log handling, milling and value-added manufacturing businesses;
 - More people from Member Nations participating in forest sector employment; and
 - Over time, Member Nations' willing buyer-willing seller acquisition of additional renewable forest tenures.
- The energy sector becomes a major contributor to economic development and reconciliation in the North Pacific Coast via:
- New power procurement policies that deliver benefits to Member Nations; and
 - Commitment to study and develop long term structures for Member Nations to be a part of the utilities infrastructure development in BC, including generation and transmission.

Schedule 4

Community Resilience, Clean Energy, and Climate Change Adaptation

Goal

Enable the Member Nations and other local communities in the North Pacific Coast to enhance their social and economic resilience, shift to use of clean energy systems and infrastructure, and prepare for and adapt to the effects of climate change.

Objective

Through the CFN-BC Working Forum, maintain and promote community health and well being, improve communications and infrastructure, reduce carbon emissions, and improve resilience and capacity in the Member Nations to adapt to climate change.

Existing Initiatives

- 1) Maintain and where possible enhance program and funding support for the Member Nations to develop and maintain human resource capacity related to the development of clean energy systems in each community (e.g.: mentoring programs, Climate Action team members, energy system auditors, modellers, construction and maintenance workers, youth internships, etc.), including but not limited to current programs under the CleanBC Remote Community Energy Strategy.
- 2) Continue advancing a coordinated approach to the identification, delivery, and/or leveraging of fiscal resources that will provide Member Nations with the funds and capital needed to develop clean energy capital and operating projects (e.g. power generation, new housing and retrofits, local clean transportation, etc.), including but not limited to current programs under the CleanBC Remote Community Energy Strategy.

New Initiatives and Measures

- 3) Explore and identify new approaches and measures that will enhance and improve policy and regulatory support for permitting and development of Member Nation community clean energy projects (wind, hydro, clean fuel technology, tidal, etc.).
- 4) Where possible expand the scope of program and funding support beyond clean energy to enable Member Nations to develop new human resources and capacities related to climate change response and adaptation, including support for the Member Nations to prepare and retain members to take on various new roles associated with this transition (mentoring programs, Climate Action team members, food security coordinators, youth internships, etc.).
- 5) Undertake a strategic assessment of Member Nation coastal community risks and vulnerabilities associated with climate change to develop a strategic plan for reducing risk, addressing impacts, and enhancing community resilience (food security, infrastructure resilience, clean transportation, etc.).

- 6) Develop long term Indigenous-led funding mechanisms to provide long term, stable support for Member Nations and other small coastal community clean energy and climate change initiatives in the North Pacific Coast.

Intended Outcomes

- Member Nations are empowered and have the resources to address the climate emergency in their territories and are respected as leaders in this field.
- Legislation, policy, and procedures are amended to remove barriers to and provide more effective support for the development of clean energy projects in all Member Nations' territories.
- Communities will have secure, efficient, healthy energy systems that utilize clean energy as their primary source of power.
- A strategic plan to guide and support the Member Nations in addressing and adapting to climate change is complete and fiscal resources are available to support its implementation.

Schedule 5

Fiscal Resources

Goal

Member Nations have access to sufficient, durable, and equitable fiscal resources to support their implementation of this Agreement.

Objective

Through the CFN-BC Working Forum, assess and develop fiscal arrangements comprised of fiscal transfers, secure program funding and own-source revenues that enable Member Nations to implement this Agreement and participate effectively in Co-Governance, integrated land and marine stewardship and conservation-based economic development.

Existing Initiatives

- 1) Maintain the existing GBR and Haida Gwaii forest carbon offset projects, including if required sharing information and pursuing discussions on any legislative and policy changes pursued by BC that have the potential to adversely impact those projects, with the goal of avoiding or mitigating any such potential impacts.
- 2) Work to develop, including engaging with Canada, other First Nations, and philanthropic partners as appropriate and required, a regional marine finance strategy and Project Finance for Permanence (PFP) model, which means a financial tool that can provide durable finance for long-term stewardship and conservation programs, including:
 - a) Completing an MOU setting out a pathway to work together to develop and deliver a marine PFP;
 - b) Securing initial commitments and seed investments from governments and philanthropic partners to launch a PFP capital campaign tied to the first phase of Marine Protected Area (MPA) network designations in 2025.
 - c) During the scaling period (2025-2040), working together to leverage and streamline investments in new infrastructure, training, and capacity-building required to align Member Nations' capacity with governance responsibilities and authorities.
 - d) Over the long-term sustaining period (2040 onwards), continuing to identify opportunities to strengthen integrated land/sea stewardship and governance, to improve the alignment of public and private investments, and to generate new finance vehicles that generate positive returns while nurturing healthy ecosystems and communities.

New Initiatives and Measures

- 3) Pursue expanded or new carbon offset project opportunities such as blue carbon offsets, including engaging with Canada and with other jurisdictions and organizations, as may be necessary to support the Member Nations ability to identify regulated and non-regulated

carbon credit market opportunities, and market and sell carbon offsets, including carbon offsets from the existing GBR and Haida Gwaii forest carbon projects and future carbon offset projects that may be developed.

- 4) CFN and BC to work collaboratively to develop a CFN fiscal framework that integrates multiple funding sources, aligns with BC's New Fiscal Framework with Indigenous peoples, and supports Member Nations' development and operation of self-governance capacity for land and marine stewardship and conservation-based economic development.

Outcomes

- Green and blue carbon offset projects in the North Pacific Coast are delivering stable own-source revenues to Member Nations.
- An evolving CFN fiscal framework that aligns with the New Fiscal Framework and provides Member Nations with stable resourcing to support for self-governance capacity related to lands and coastal zone management.
- A PFP mechanism providing sustainable resources and sufficient, durable, and self-determined finance to conserve and manage lands, seas, and wildlife while generating net positive environmental and economic returns to Member Nations and to BC as a whole.
- A new world standard for conservation finance.

Schedule 6

Collaborative Decision-Making and Roadmap for Joint or Consent-Based Decision-Making

BC and CFN have developed a CDM Framework for a shared, Consensus-based approach to Co-Governance for land and resource decision-making set out in Schedule 7. The Parties' intention is to work incrementally from the foundation of the CDM Framework, to seek a mandate for the negotiation and development of one or more consent-based or joint decision-making ("CJDM") agreements ("CJDM Agreement"). The Parties have prepared a roadmap, attached as Appendix A, that sets out the process and steps required to advance a CJDM process in accordance with DRIPA.

Goal

To continue advancing a shared, Consensus-based approach to Co-Governance including land and resource decision-making and reach agreement on a CJDM Agreement.

Advance Existing Work

The Parties will implement the Collaborative Decision-Making Framework attached as Schedule 7 to the Agreement.

Priority New Work

The Parties will undertake discussions, guided by the roadmap in Appendix A, to seek a mandate for a CJDM Agreement, and advance an incremental approach to adoption of CJDM in relation to land and resources.

Intended Outcomes

- Identification of initial decision(s) for CJDM.
- Identification of additional decisions to be considered for CJDM.
- Mandate from BC and CFN to negotiate a CJDM Agreement.
- Negotiation and implementation of a CJDM Agreement.

Appendix A to Schedule 6

Roadmap for a Joint or Consent-Based Decision-Making Mandate

This roadmap sets out a process and workplan to seek a mandate for CJDM along with the governing structures and processes that would need to be considered in negotiating and implementing a CJDM Agreement between CFN and BC.

The process is intended to be collaborative with the Parties working together to complete the steps identified in this roadmap to seek the mandate, including the parameters that will guide the development and implementation of a CJDM Agreement once a mandate has been provided. The Parties will work together to determine the initial decision(s) for CJDM. Additional statutory decisions may be considered for CJDM by the Parties once the initial CJDM Agreement has been negotiated and approved.

The Parties acknowledge that the shift from current collaborative decision-making to CJDM under DRIPA represents a transformative change. Any approach to CJDM will need to address legal and legislative requirements and ensure transparency, accountability, and administrative fairness.

The Parties acknowledge that some of the steps in the Phase 1 and 2 process may be beneficial to carry out prior to seeking the mandate if time allows, but may by agreement also be pushed to the negotiation in Phase 3.

This roadmap will include the following four phases:

1. CJDM Priorities and Governance Framework

The Parties will identify and develop the Co-Governance structure(s) that will be used to support CJDM including the structure and decision-making processes of their respective governing bodies and the procedures and mechanisms for making joint or consent-based decisions.

The Member Nations and BC will need to understand each other's respective governing processes and establish confidence in the ability to work together to produce effective, timely and legally defensible decisions.

The governance phase will include the following tasks and outcomes to be determined as part of a mandate request by the Parties:

1.1 Establish a Joint/Consent-Based Decision-Making Working Group (CJDM W/G):

- Determine role of CJDM W/G in completing the tasks set out in this roadmap.
- Prepare a work plan outlining the steps to be completed to seek a CJDM Agreement mandate.
- Define the administrative and oversight role the CJDM W/G will have in the CJDM process.

1.2 Determine statutory decision(s) to be included in the mandate for a CJDM Agreement:

- Identify potential decisions as initial candidate(s) for CJDM. CFN has identified as potential decisions wild marine plant-harvesting and aquaculture tenures, adventure tourism tenures, authorizations under the *Heritage Conservation Act* and park use permits. The Province has expressed an interest in strategic-level decision-types. The Parties have agreed to scope decisions on aquatic plant harvesting authorizations under the *Fish and Seafood Act* as an initial potential decision.
- Develop criteria for assessment of decision options including consideration of the Parties' respective capacity to engage in development as well as implementation of CJDM and the ability of the Parties to implement existing commitments between BC and Member Nations.
- Agree on initial decision(s) about which the Parties will seek mandates for CJDM Agreement
- Identify, to the extent possible, any policy or legislative changes that may be necessary (and whether this would require further mandate requests by BC or Member Nations).
- Identify future decisions that the Parties may want to seek approval for following negotiation and approval of a CJDM Agreement.

1.3 Describe structure and role of Indigenous Governing Bodies (IGB):

- Describe the entity or entities that will act as the Indigenous Governing Bodies (IGB) as set out in DRIPA.
- Describe the process for how individual IGBs will work together to make decisions affecting multiple Member Nations.
- Identify processes for addressing concerns of other First Nations who may be affected by decisions made under a CJDM Agreement.

1.4 Identify proposed CJDM policies and procedures:

- Review procedures and policies from other approved section 7 DRIPA agreements.
- Develop, where required, policy framework for identifying and mandating designated decision-makers (DDM).
- Identify each Party's DDM who will be participating in joint or consent-based decision making.
- Develop policy and procedures for delivery of recommendations to each Party's DDM.
- Develop procedures for bringing relevant DDMs together for joint decisions.
- Develop procedures for information management and data storage.
- Develop procedure for assisting the Parties to attempt to reach Consensus and for resolving differences, including disputes relating to their proposed decisions for joint or consent-based decisions.

1.5 Identify proposed procedures to fulfill legal requirements:

- Identify statutory obligations for applicable decisions.
- Identify legal obligations and accountabilities of DDMs.
- Determine procedures for jointly responding to decision challenges.

1.6 Identify whether steps, including communications, with other First Nations and their collectives, local governments and stakeholders are needed prior to mandate submission:

- Scope potential impact/interaction with other authorities (e.g., local governments and modern treaty Nations) including their by-laws, laws and policies.
- Identify potential communication and engagement materials, including list of who will be consulted before or during the negotiation.
- Outline proposed approach for engaging with First Nations and their collectives, local governments and stakeholders.

Outcomes

- CJDM W/G established with defined roles and responsibilities.
- Identification of proposed statutory decision(s) for inclusion in CJDM Agreement.
- Understanding of role of IGBs in decision-making.
- Proposed CJDM policies and procedures.
- Proposed process for meeting legal and policy requirements for specific decisions, including statutory decisions.
- Communication and engagement strategy.

Timing

The parties will aim to complete phase 1 of the roadmap within 8 months of signing the Reconciliation Framework Agreement, recognizing there may be impacts to the Parties work on this matter during the upcoming interregnum period.

2. Joint or Consent-Based Decision-Making Mandate

The mandating phase will include the following tasks and outcomes:

2.1 BC to seek cabinet mandate to negotiate CJDM Agreement:

- Recommend decision(s) to be included in CJDM Agreement.
- Identify whether decision(s) will be made jointly or based on consent.
- Identify interests and issues to be considered in engagement process along with potential strategies/solutions (including who will be consulted).
- Identify incremental resources required to implement CJDM Agreement.
- Identify any required policy or legislative changes and clarify mandating path (e.g. request for decision, request for legislation). This may include seeking early approvals for necessary policy or legislative changes at this stage if appropriate.
- Prepare mandate request and seek approval.

2.2 CFN to seek mandate to negotiate CJDM Agreement:

- Recommend decision(s) to be included in CJDM Agreement.
- Identify incremental resources required to implement CJDM Agreement.
- Prepare mandate request and seek approval.

Outcomes

- Approved mandate from British Columbia and Member Nations to negotiate CJDM Agreement

Timing

The parties will aim to seek their respective mandates to negotiate a CJDM Agreement within 4 months of completing phase 1 of this roadmap, being 12 months for Phase 1 and 2 after the signing of the Reconciliation Framework Agreement, recognizing there may be impacts to the Parties work on this matter during the upcoming interregnum period.

3. Negotiation of CJDM Agreement and Consultation and Cooperation on any required policy or legislative changes

Following mandate approval, the Parties will negotiate a CJDM Agreement which will include the following tasks and outcomes:

3.1 Negotiate CJDM Agreement

- BC and Nations will consider together the scope of any required legislative changes.
- BC to publish list of those who will be consulted as required by legislation within 15 days of the negotiation mandate being made by the BC cabinet, and BC to carry out consultation.

3.2 Consult and cooperate on development of any policy or legislative changes required for implementation of CJDM Agreement

- BC to carry out required consultations and Member Nations will support BC in carrying out such consultation.

3.3 Ratify CJDM Agreement

- To be sequenced with any required legislative changes.

Outcomes

- Approved mandate to sign the CJDM Agreement
- Completed CJDM Agreement.
- Secure any outstanding approvals for any required legislative or policy changes (e.g. request for decision, request for legislation).

Timing

The Parties will proceed to negotiate and conclude a CJDM Agreement, and will aim to conclude negotiation of a CJDM Agreement within 6 months following approval of the Parties' negotiation mandates as set out in phase two. The Parties acknowledge that securing approvals for legislative changes and any subsequent legislative changes will require additional time.

4. Implementation

The implementation phase, following conclusion of a CJDM Agreement, would include the following tasks and outcomes:

4.1 Provide training to CJDM W/G and identified DDMs

- Undertake training needs assessment.
- Develop training materials.
- Deliver training.

4.3 Monitor and obtain legal and policy advice as needed to support implementation of CJDM

4.4 Conduct annual review of CJDM implementation:

- Prepare a report summarizing outcomes and issues/challenges arising from CJDM implementation.
- Implement continuous improvement measures.

4.5 Identify other potential decisions to include in the CJDM Agreement:

- Identify timing of approval and mandating process for bringing other decisions into the CJDM Agreement.

Outcomes

- Implementation of the CJDM Agreement.
- Annual review and continuous improvement process.

Timing during Implementation

To be determined by CJDM W/G upon achievement of CJDM Agreement.

Schedule 7

CFN-BC Collaborative Decision-Making Framework

Purpose

This CDM Framework establishes a process which Provincial Agency and Applicable First Nation CDM Representatives will follow to communicate, share information, and have discussions with the goal of achieving Consensus on recommendations in respect of Applications for Land and Resource Decisions. It is intended to:

- a) Establish a more collaborative, coordinated, and efficient approach to the consideration and administration of Applications for Land and Resource Decisions;
- b) Enable Provincial Agencies and Applicable First Nations, through improved communications, to avoid or reduce the number of land and resource disputes and minimize the need for litigation or other formal dispute resolution procedures;
- c) Clarify the role of Applicants and proponents in the CDM process, recognizing that Applicants and project proponents are often well positioned to provide information and take steps to avoid or mitigate impacts or otherwise address and resolve issues;
- d) Support implementation of the UN Declaration including recognition of the inherent rights of the Applicable First Nations to self-government and self-determination and to participate in decision-making in matters that would affect their rights; and
- e) Set out the process by which Provincial Agencies can meet their legal consultation obligations towards Applicable First Nations including the duty to consult.

1. DEFINITIONS

- 1.1. For the purposes of this CDM Framework, the definitions from the Agreement apply. For terms that are listed here and are also defined in the main body of the Agreement, the definition here applies:

“Applicable First Nation” means a Member Nation of the Coastal First Nations whose Member Nation Rights may be affected by a Land and Resource Decision but does not include Haida Nation;

“Applicant” means a person, corporation, or entity, or their agent that intends to submit or has submitted an Application requiring a Land and Resource Decision;

“Application” means a request, proposal or plan that has been or will be submitted by an Applicant to a Provincial Agency for a Land and Resource Decision or a proposal for a Land and Resource Decision by a Provincial Agency or an Applicable First Nation;

“CDM” or “Collaborative Decision-Making” means a Co-Governance approach to decision making in which the Parties jointly review Applications with the goal of reaching Consensus on recommendations in respect of the Application to their respective Decision Makers;

“CDM Category” means any of the Categories 1-3 or a Special CDM process in this CDM Framework;

“CDM Framework” or “Collaborative Decision-Making Framework” means the collaborative Co-Governance process for reviewing Applications and seeking to achieve Consensus on recommendations on Land and Resource Decisions that is defined in this Schedule 7;

“CDM Dispute” means a CDM issue or recommendation upon which the CDM Representatives are unable to reach Consensus;

“CDM Information Package” means the information package described in section 3.2 of this CDM Framework;

“CDM Record” means the record described in section 5.2 of this CDM Framework;

“CDM Representative” means a representative appointed by a Provincial Agency or an Applicable First Nation for the purposes of completing a CDM process;

“CDM Senior Official” means a representative of a Provincial Agency or Applicable First Nation described in section 5.4;

“CFN-BC Working Forum” means the government-to-government structure established by the CFN and BC pursuant to section 6 of the Agreement;

“Confidential Information” means any information provided by a Party to another Party for the purposes of this Agreement that is identified in writing as “Confidential”;

“Collaborative Management Agreement” means a collaborative management agreement between an Applicable First Nation and BC Parks;

“Consensus” means that, although parties may not support every aspect of a recommendation or a decision, they have reached an agreement that satisfies their major interests and addresses their significant concerns;

“Decision Maker” means an official or designate of a Provincial Agency that has authority to make a Land and Resource Decision in accordance with applicable legislation; or an official or designate of an Applicable First Nation that has authority, in accordance with the First Nations’ laws and customs, to make a decision within their respective authorities on the same matter;

“Member Nation Rights” means for the purposes of this CDM Framework the Member Nations Aboriginal rights, including Aboriginal title and the inherent right to self-determination, whether asserted or established, which are recognized and affirmed under s.35 of the *Constitution Act, 1982*;

“Information Sharing” means a process through which Applicants or holders of existing authorizations share information and have discussions with Applicable First Nations that includes efforts to reasonably: communicate, share information, and engage in dialogue; identify and resolve issues; provide and consider information about potential impacts on Member Nation Rights; and develop working relationships;

“Land and Resource Decision” means a decision that is made in relation to an Application for a permit, tenure, or other type of authorization within the territories of the Member Nations, that may be issued in respect of the Provincial legislation identified in Appendix A;

“Provincial Agency” means a Provincial ministry, organization or agency that has authority to make Land and Resource Decisions in respect of the Provincial legislation identified in Appendix A, but does not include the BC Energy Regulator;

“Special CDM” means when an Application is associated with a complex land and resource development project that requires multiple interrelated Land and Resource Decisions under different legislative authorities, or some form of customized decision-making process;

“UN Declaration” means the *United Nations Declaration on the Rights of Indigenous Peoples*; and

“Working Group” means the Parties’ senior policy and program CDM Representatives who will meet as one of the levels of the CFN-BC Working Forum established under section 6.1 of the Agreement and described in section 6.2(b) of the Agreement.

2. CDM PROCESS

- 2.1. **CDM Categories.** This CDM Framework supports four possible approaches to conduct CDM. Appendix C sets out guidance for determining whether an Application falls within a Category 1, Category 2 or Category 3. Part 10 of this CDM Framework and Appendix C provide guidance on determining whether the Special CDM process is more appropriate.
- 2.2. **CDM Steps.** For Applications falling within Category 1, Category 2 or Category 3, Provincial Agencies and Applicable First Nations will be guided by the summary of steps, activities and timelines set out in Appendix B of this CDM Framework. The steps to conduct a Special CDM process are set out in Part 10.
- 2.3. **Importance of Timelines.** The Parties recognize the importance of achieving the timelines identified in Appendix B, and that timeliness contributes to effective and efficient decision making.
- 2.4. **Timeline Extensions.** Notwithstanding section 2.3, CDM timelines may be extended by mutual agreement at any time if required due to unexpected circumstances or where additional time is needed for effective review of the Application or to resolve outstanding issues. An extension request must be submitted in writing by the applicable CDM Representative to the other CDM Representative with a rationale, and the recipient Provincial Agency or Applicable First Nation will not unreasonably refuse the extension request.
- 2.5. **Multiple Interrelated Decisions.** Provincial Agency or Applicable First Nation CDM Representatives may request that a Special CDM process be followed for multiple interrelated decisions. In such circumstances, the Provincial Agency or Applicable First Nation Representative should propose an appropriate timeframe for the Special CDM process based on the guidance in Appendix C.

3. PROVINCIAL AGENCY RESPONSIBILITIES

- 3.1. **Proponents/Applicants.** At the earliest opportunity, the Provincial Agency CDM Representative will inform Applicants of this CDM Framework and as appropriate, direct or strongly encourage them to undertake Information Sharing prior to submitting an Application.
- 3.2. **CDM Information Package.** The Provincial Agency CDM Representative will ensure information associated with an Application is provided to Applicable First Nation(s) in a timely manner as a CDM Information Package that includes:
 - a) A cover letter or cover email;
 - b) A description of the type and characteristics of the potential Land and Resource Decision, including a brief history, if applicable, and context;
 - c) The identity and contact information of the Provincial Agency CDM Representative and Applicant;
 - d) A description of the location or geographic area that will potentially be affected by the Application if approved;
 - e) A preliminary scoping of any potential impacts that may result from the Application, if approved;
 - f) The proposed CDM Category and a supporting rationale for that proposal;
 - g) Information submitted by the Applicant as required by the Provincial Agency; and
 - h) A first draft of a CDM Record as referenced in section 5.2.
- 3.3. **Interagency Coordination.** For a Special CDM process, a designated Provincial Agency CDM Representative will coordinate communications and act as lead CDM Representative for the Special CDM process.
- 3.4. **Sharing of Application Information.** On request by an Applicable First Nation CDM Representative, the Provincial Agency CDM Representative will ensure that all relevant information that is necessary for the Applicable First Nation to assess potential impacts on the Applicable First Nation's Member Nation Rights is provided to the Applicable First Nation by the Applicant or the Provincial Agency;
- 3.5. **CDM Record Documentation.** Following each CDM discussion or meeting, the Provincial Agency CDM Representative will develop a draft update of the CDM Record and circulate the draft to the Applicable First Nation Representative for review and input.
- 3.6. **CDM Record to Decision Maker.** The Provincial Agency CDM Representative will present the final CDM Record to the appropriate Provincial Agency Decision Maker.
- 3.7. **Decision Notification.** Should an Application be approved by the Provincial Agency Decision Maker, the Provincial Agency CDM Representative will provide notice and a digital copy of the

Land and Resource Decision to the Applicable First Nation, and will include a written explanation where required under section 9.4.

4. APPLICABLE FIRST NATION RESPONSIBILITIES

4.1. **Confirmation of Receipt.** The Applicable First Nation CDM Representative will:

- a) Within 5 working days following electronic transmission of the CDM Information Package or the notification package, confirm receipt of the CDM Information Package or the notification package; and
- b) Within 10 working days of confirming receipt of the CDM Information Package or the notification package confirm agreement or disagreement with the proposed CDM Category, and if in disagreement recommend a different CDM Category and provide a rationale.

4.2. **Provide Information.** As early as reasonably possible in the CDM process, the Applicable First Nation CDM Representative will identify to the Provincial Agency:

- a) Any concerns or issues associated with the Application, taking into account the considerations in section 7.1 of this CDM Framework;
- b) A preliminary summary of any potential impacts upon the Applicable First Nation's Member Nation Rights that may stem from the proposed Land and Resource Decision; and,
- c) Any additional information that is necessary for the assessment of potential impacts on the Applicable First Nation's Member Nation Rights.

4.3. **Review of CDM Record.** The Applicable First Nation CDM Representative will review and contribute to the CDM Record to ensure completeness and accuracy of the CDM Record

4.4. **CDM Record to Decision Maker.** The Applicable First Nation CDM Representative will present the final CDM Record to their Decision Maker(s).

5. JOINT CDM RESPONSIBILITIES

5.1. **CDM Engagement.** The Provincial Agency and Applicable First Nation CDM Representatives will communicate and work with each other to:

- a) Describe and assess potential issues or impacts associated with the Application, including potential impacts of the proposed activity or activities on the Applicable First Nation's Member Nation Rights;
- b) Identify actions and measures that can be taken to address the issues or impacts; and,
- c) Seek to reach Consensus on recommendations in respect of the Application that will be forwarded to the Decision Makers.

- 5.2. **CDM Record.** Provincial Agency and Applicable First Nation CDM Representatives will document their information exchanges and communications and summarize the CDM process and outcomes via a jointly developed CDM Record, which will include descriptions of:
- a) Information related to the Application;
 - b) CDM category selection and supporting rationale;
 - c) Potential impacts on the Applicable First Nation's Member Nation Rights;
 - d) The major issues and concerns that were discussed by the CDM Representatives;
 - e) The communications and meetings that occurred;
 - f) Information relating to any Policy Dispute or CDM Dispute as required under sections 8.2, 8.6 or 8.7; and
 - g) Any Consensus recommendations or non-Consensus recommendations.
- 5.3 **Finalizing CDM Record.** Provincial Agency and Applicable First Nation CDM Representatives will jointly finalize the CDM Record following the completion of the CDM steps, including any applicable Dispute Resolution Process.
- 5.4 **CDM Senior Officials.** Where required for the purposes of section 8.5 or 9.2, the Provincial Agency and Applicable First Nation will each identify a CDM Senior Official, who will be a person that is more senior than the CDM Representative and has the authority to determine or recommend solutions to a dispute. For greater certainty, the relevant Provincial Agency and Applicable First Nation Decision Makers may, each at their sole discretion, chose to serve as the CDM Senior Official but are not required to do so.

6. CDM PROCESS CONSIDERATIONS

- 6.1. **Confirmation of Receipt.** In cases where an Applicable First Nation does not confirm receipt of the CDM Information Package or the notification package referenced in section 11.1, the Provincial Agency CDM Representative will reasonably attempt to contact the Applicable First Nation CDM Representative to confirm receipt.
- 6.2. **No Response to CDM Category Proposal.** If an Applicable First Nation CDM Representative does not respond to a CDM Category proposal within 10 working days of electronic transmission by the Provincial Agency, the CDM Category proposed by the Provincial Agency will apply, and 'Application Review and Recommendations' phase of the CDM process will commence.
- 6.3. **Disagreement on CDM Category.** If an Applicable First Nation CDM Representative disagrees with a CDM Category proposal and has proposed an alternative CDM Category, the CDM Representatives will discuss the supporting rationale and wherever reasonable and practicable adopt the proposed alternative.
- 6.4. **No Response to CDM Request.** If an Applicable First Nation CDM Representative does not provide input to a CDM process within the timelines specified for that CDM Category in Appendix B, the Provincial Agency may proceed to finalize a CDM Record and make a Land and

Resource Decision without further engagement, and upon doing so will provide in writing to the Applicable First Nation notification of the decision taken and an explanation of how the known concerns and interests of the Applicable First Nation were taken into account.

7. CDM RECOMMENDATIONS

- 7.1. **Recommendation Considerations.** When reviewing an Application with the goal of reaching Consensus recommendations, the Provincial Agency and Applicable First Nation CDM Representatives will consider the following:
- a) Any applicable laws or policies of BC and any applicable laws, policies or customs of the Applicable First Nation;
 - b) Consistency with any land use plan, marine use plan, forest stewardship plan, protected area management plan or other relevant land and resource stewardship plan;
 - c) Compatibility with any economic development strategy or plan that has been agreed to by BC and the Applicable First Nation;
 - d) The potential positive and negative environmental, cultural, social and economic effects of the proposed Land and Resource Decision;
 - e) The potential adverse effects and impacts on the Applicable First Nation's Member Nation Rights stemming from the proposed activity and any measures that may be developed to avoid, mitigate or otherwise address those effects and impacts; and,
 - f) The acceptability of the measures outlined in 7.1(e) to the Applicable First Nation.
- 7.2. **Content of Recommendations.** The recommendations developed by Provincial Agency and Applicable First Nation CDM Representatives may include some or all of the following:
- a) Whether the Application should be approved or rejected;
 - b) Any recommended conditions or measures that would avoid, mitigate, or otherwise address adverse environmental, cultural, social, or economic effects; and,
 - c) Any recommended conditions or measures that would avoid, mitigate, or otherwise address potential impacts on the Applicable First Nation's Member Nation Rights.
- 7.3. **Consensus.** Applicable First Nation and Provincial Agency CDM Representatives recognize the importance of achieving Consensus and will make all reasonable efforts to achieve Consensus in their recommendations, taking into consideration principles of natural justice and procedural fairness. Where Consensus recommendations cannot be achieved within the timeframe specified for that CDM Category in Appendix B, the Province and Applicable First Nation may either agree to extend the timeline, initiate the CDM dispute resolution process, or conclude the CDM process with non-Consensus recommendations.

8. DISPUTE RESOLUTION

- 8.1. **Interpretation Disputes.** If a dispute between CDM Representatives is due to a difference of interpretation of this CDM Framework (“Interpretation Dispute”), the CDM Representatives will at the earliest opportunity jointly forward a description of the issue and a request for guidance to the Working Group.
- 8.2. **Policy Disputes.** Issues arising from review of an Application may relate to policy or administrative issues that extend beyond the scope of the particular Application (“Policy Dispute”). Policy Disputes will be described in the CDM Record, and, upon request of either CDM Representative, will be forwarded to the Working Group for discussion and resolution.
- 8.3. **Interim Solutions.** The Working Group will make all reasonable efforts to coordinate resolution of Interpretation Disputes and Policy Disputes, including the development of any interim solutions in a timely and effective manner. CDM timelines for an Application may by mutual agreement be extended to allow recommended solutions to be adopted.
- 8.4. **CDM Disputes.** If a CDM Dispute arises, the CDM Representatives will as early as possible during Step 3 of the CDM Process:
 - a) Exchange in writing a full description of the CDM Dispute, together with any respective concerns and interests and the proposed specific actions that could be taken to address the issues; and,
 - b) Discuss the written descriptions via meetings or conference calls and attempt to reach agreement on proposed specific actions.
- 8.5. **Non-Consensus Disputes.** If after following the steps set out in 8.4, the CDM Representatives are unable to reach Consensus that would resolve an CDM Dispute, they will forward the written descriptions of the issue to their CDM Senior Officials for direction and assistance. The CDM Senior Officials will discuss and make all reasonable efforts to attempt to resolve the issue(s) and produce a written summary in the CDM Record within 10 working days for Category 2 and Category 3 CDM.
- 8.6. **Unresolved Disputes.** If a CDM Dispute remains unresolved after completing steps 8.4 and 8.5, the remaining points of dispute must be documented in the CDM Record.

9. DECISION VARIANCE NOTIFICATION

- 9.1. **Notice of Possible Variance** If a Decision Maker is considering alternatives to the:
 - a. applicable Consensus recommendation, or
 - b. other party’s Non-Consensus recommendation,that Decision Maker will provide written notice to the other party’s Decision Maker or their CDM Representative, in a timely manner that advises of the possible variance and explains how that variance addresses relevant considerations in section 7.1.
- 9.2. **Meeting.** Upon receiving the notice in section 9.1, a CDM Senior Official will in a timely manner advise the other CDM Senior Official if they wish to meet prior to a Land and Resource Decision

being made. If a meeting is requested, the CDM Senior Officials will meet as soon as practicable and pursue good faith discussions in an attempt to reach Consensus on a mutually acceptable resolution to any outstanding issues, having regard to the considerations in s. 7.1 and the purposes of the CDM Framework as set out at the beginning of Schedule 7.

- 9.3. **Revised Consensus Recommendations:** If the CDM Senior Officials who attended a meeting under section 9.3 were not the relevant Decision Makers, those CDM Senior Officials may jointly decide to modify the Consensus recommendations or Non-Consensus recommendations and resubmit them to their respective Decisions Makers.
- 9.4. **Written Explanation** Upon conclusion of section 9.3, a Decision Maker may proceed with their decision and in the event that a Decision Maker makes a Land and Resource Decision that is not consistent:
- a. with a Consensus recommendation or modified Consensus Recommendation, or
 - b. with a Non-Consensus recommendation provided by the other Party

the relevant Decision Maker will provide a written explanation addressing how the recommendations were considered and how any related concerns were addressed, including the considerations in section 7.1.

10. SPECIAL CDM PROCESS AND COMPLEX PROJECTS

- 10.1. **Applicability.** Development of a Special CDM process is required when:
- a) The Application is associated with a complex project that requires multiple interrelated Land and Resource Decisions under different legislative authorities;
 - b) Review of the Application is associated with a higher-level Land and Resource Decision that will require collaborative planning and consideration of extensive existing information or development of new information; or
 - c) CDM will require a customized process that is, as appropriate, either more streamlined or more comprehensive than is provided for under standard types of CDM.
- 10.2. **Documentation of Special CDM Process.** Where a Special CDM process is agreed to, the CDM Representatives will work to jointly develop, within 45 working days, a terms of reference through which relevant Provincial Agencies and Applicable First Nations will conduct CDM.
- 10.3. **Disagreement on Special CDM Process.** If the relevant Provincial Agencies and the Applicable First Nations cannot agree to a Special CDM process and Terms of Reference within 45 days of initiating discussions, the Provincial Agencies or Applicable First Nations may request use of the CDM Dispute Process described in sections 8.4 and 8.5.
- 10.4. **Mines Process.** Where an Application is associated with an advisory committee pursuant to Section 9 of the *Mines Act*, the following will apply:

- a) Applicable First Nations will reasonably participate in any Mine Review Committees (MRC). Should there be any issues to discuss beyond the scope of the MRC, these will be discussed by relevant CDM Senior Officials.
- b) The scope of work for an MRC will be guided by the following principles:
 - i. All permits and authorizations under consideration by Provincial Agencies required to support the proposed activity will be addressed through one overarching CDM process;
 - ii. When issues arise that are beyond the scope of the MRC technical review, such issues will be considered by a project-specific meeting of CDM Senior Officials and may include:
 - Cumulative effects;
 - Revenue sharing;
 - Impacts to Member Nation Rights that may require accommodation beyond that which can be achieved at the technical level; and,
 - Interests of Applicable First Nations.
- c) Where no committee or structure exists for the purposes of technical review, the Special CDM process will be followed, beginning with development of a terms of reference;
- d) For clarity, where a proposed activity is subject to an environmental assessment as provided for under the *Environmental Assessment Act*, the purpose of an MRC is to enable CDM on Land and Resource Decisions other than the environmental assessment certificate and to address issues that are beyond the scope of the environmental assessment process; and,

10.5. **Investigative Use Permits Exempt.** For clarity, Investigative Use Permits are not part of a complex project and do not require a Special CDM process.

11. ANNUAL NOTIFICATION PROCESS (REPLACEMENTS)

11.1. **Initiation of Process.** To support CDM work planning and with the goal of achieving process efficiencies in respect of the renewal or replacement of existing Land and Resource Decisions, a Provincial Agency may prepare and send advance notice to an Applicable First Nation of renewals or replacements of previous Land and Resource Decision(s) that are likely to be upcoming in the next 6 to 12 months. The notification package will include:

- a) A cover letter explaining the purpose of the notification package and requesting a response from the Applicable First Nation CDM Representative; and,

- b) A table or spreadsheet, organized chronologically by date of the expected Land and Resource Decision(s) renewal or replacements for the upcoming calendar year. The table or spreadsheet may identify each Land and Resource Decision:
 - i. File numbers;
 - ii. Tenure, permit or authorization type and sub-type;
 - iii. Total tenure area;
 - iv. Purpose and sub-purpose;
 - v. Expiry date and expected new issuance date;
 - vi. Proposed length of term; and,
 - vii. A map of the Applicable First Nation's territory showing the location of the Land and Resource Decisions.

11.2. **Applicable First Nation Response.** Within 30 working days following the date that the notification package is received, the Applicable First Nation will review the list of expected Land and Resource Decision(s) renewals or replacements and provide to the Provincial Agency a response identifying which items on the list will need to be addressed through a CDM process along with a proposed CDM Category and supporting rationale. Final selection of CDM Category for the identified items will occur following provision of the CDM Information Package for the item to the Application First Nation.

11.3. **Confirmation of Receipt.** In cases where the Applicable First Nation does not confirm receipt of the notification package, the Provincial Agency CDM Representative will reasonably attempt to contact the Applicable First Nation CDM Representative to confirm receipt.

12. COMMUNICATIONS

12.1. **Electronic Communications.** Provincial Agencies and Applicable First Nations will exchange information using digital and electronic methods whenever possible and appropriate. Electronic transfer of information via email or secure file sharing is the preferred method for exchanging information.

12.2. **Points of Contact.** Provincial Agencies and Applicable First Nations will identify primary and alternate email points of contact for CDM communications.

12.3. **Paper Copies.** Despite section 12.1, if an Applicable First Nation requests specific information in hard copy to effectively review an Application, Provincial Agencies will either:

- a) Provide the required information; or
- b) Where appropriate, direct Applicants to provide the requested information in hard copy directly to the Applicable First Nation.

13. INFORMATION AND CONFIDENTIALITY

- 13.1. **Sensitive Information.** The Parties acknowledge that the Member Nations are custodians of cultural and other information that may be confidential in nature.
- 13.2. **Sharing Information.** The CDM Representatives will support CDM by sharing relevant information and will at the time of disclosure:
- a) Assist the other Parties in understanding and interpreting the information;
 - b) Confirm any restrictions on the current and future use of the information;
 - c) Confirm whether the information is Confidential Information; and
 - d) Confirm whether the information may be reproduced or shared, in whole or in part, including with others that are not a Party to this Agreement.
- 13.3. **Confidentiality.** The Parties will maintain the confidentiality of the Confidential Information and, subject only to applicable law, refuse its disclosure.
- 13.4. **Use of Information.** The Parties will only use information obtained under this Agreement in accordance with the terms identified by the disclosing Party under section 13.2, except with the prior approval of the Party who has provided the information, and subject only to applicable law.
- 13.5. **Consequences of Disclosure.** British Columbia acknowledges that the disclosure of Confidential Information to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:
- a) Be reasonably expected to harm the relations between British Columbia and the Member Nation who disclosed the Confidential Information; or,
 - b) Result in damage to or interfere with the conservation of:
 - i. Fossil sites, natural sites or sites that have an anthropological or heritage value;
 - ii. An endangered, threatened or vulnerable species, subspecies or race of plants, vertebrates or invertebrates; or,
 - iii. Any other rare or endangered living resources.
- 13.6. **Requests for Disclosure.** If British Columbia receives a request under the *Freedom of Information and Protection of Privacy Act* or is otherwise required by law to disclose the Confidential Information received from a Member Nation, British Columbia will provide the Member Nation with notice of the request and the opportunity to discuss and work to resolve any issues associated with the proposed disclosure.
- 13.7. **Additional Considerations.** The Parties acknowledge that:
- a) Sections 13.3, 13.4, 13.5, and 13.6 do not apply to information that is already in the public domain, including the Remote Access to Archaeological Data (RAAD) database and on other public websites; and,

- b) The disclosure of Confidential Information may be restricted under provincial law or subject to additional conditions on disclosure.

14. GENERAL

- 14.1. **Legislated Timelines Prevail.** If the process and timelines of a CDM process conflict with a process or timeline specified in legislation, the legislative process or timeline will prevail to the extent of the conflict.
- 14.2. **BC Park Permits.** Where an Applicable First Nation also has a Collaborative Management Agreement, the Parties agree that the process for reviewing and making recommendations on park use permit authorizations will be in accordance with this CDM Framework.
- 14.3. **Annual Review.** The Parties will review the implementation of the CDM Framework on an annual basis and undertake discussions with the goal of improving the efficiency and effectiveness of the CDM Framework.
- 14.4. **Emergency Provisions.** Nothing in this agreement affects the ability of the Parties to respond to any emergency circumstances.

Appendix A to Schedule 7

Provincial Legislation Associated with Land and Resource Decisions²

Forest Act

Forest and Range Practices Act

Land Act

Lands Parks and Housing Act

Integrated Pest Management Act

Environmental Management Act

Greenhouse Gas Industrial Reporting and Control Act Park Act

Protected Areas of BC Act

Wildlife Act

Heritage Conservation Act

Mines Act

Coal Act

Mineral Tenure Act

BC Fish and Seafood Act

BC Fish and Seafood Licencing Regulation Water Sustainability Act

GBR Forest Management Act

Dike Maintenance Act

² This Appendix applies to permits issued pursuant to the Heritage Conservation Act that are in relation to archaeological sites only, to permits issued pursuant to the Integrated Pest Management Act that are in relation to s.6 permit for use of pesticides only, and to the Greenhouse Gas Industrial Reporting and Control Act in respect of s.9 and s.10. , limited to director's protocols with sequestration of carbon in biomass, soils and sediments

Appendix B to Schedule 7

Summary of Category 1, 2 and 3 CDM Steps, Activities and Timelines

Process Step	Activities	Working Days		
		C1	C2	C3
Information Sharing by Applicant (where applicable)	The Provincial Agency CDM Representative will, as appropriate, direct or strongly encourage Applicants to undertake Information Sharing (section 3.1). If a letter of support from the Applicable First Nation is received by the Provincial Agency at the time of the Application, CDM is not required.	Not Applicable		
Step 1 Initiation	The Provincial Agency CDM Representative sends CDM Information Package to the Applicable First Nation (section 3.2). The proposed CDM Category should be determined using the guidance in Appendix C.	0	0	0
Step 2 Preliminary Response	The Applicable First Nation CDM Representative confirms receipt of the CDM Information Package (section 4.1(a)). Next, the Applicable First Nation CDM Representative will respond to the CDM Category proposal (section 4.1(b)), and then provide a written response identifying any concerns of issues with the Application including a preliminary summary of potential impacts (section 4.2).	10	15	15
Step 3 Application Review and Recommendation Development	The CDM Representatives will continue to share information and engage via discussions, meetings and other communications to: <ul style="list-style-type: none"> • Fulfill their CDM responsibilities (Parts 4 and 5); • Develop recommendations (Part 7); and • If required, initiate any Dispute Resolution processes (Part 8). 	10	25	50
Step 4 Conclusion	The CDM Representatives will jointly finalize the CDM Record (section 5.2). If required, the CDM Representatives will conclude any CDM Dispute Resolution steps (sections 8.4). Unless there are outstanding dispute resolutions actions required (section 8.5 -8.6), the CDM Representatives will each submit the final CDM Record, including recommendations and other relevant supporting information to their respective Decision Makers (sections 3.6 and 4.4).	5	5	5

<p>Decision</p>	<p>When a decision is made, the Provincial Agency CDM Representative provides a notice of decision and a digital copy of the authorization to the Applicable First Nation (section 3.7).</p> <p>If a Party's Decision Maker is considering alternatives to Consensus recommendations or Non-Consensus recommendations, that Party provides notice to the other Party to advise them of the possible variance and explains how that variance addresses relevant considerations in section 7.1. On request the Parties will meet to and pursue good faith discussions in an attempt to reach Consensus (sections 9.1 and 9.2) Following such a meeting the CDM Senior Officials may make modified Consensus recommendations (section 9.3). If a Decision Maker proceeds with a decision that is not consistent with a Consensus recommendation, or a Non-Consensus recommendation by the other party, a written explanation will be provided. (section 9.4)</p>			
	<p>Total Estimated Working Days</p>	<p>25</p>	<p>45</p>	<p>70</p>

Appendix C to Schedule 7

CDM Process Selection Guide for Category 1, 2 and 3, and Special CDM

Category 1

Category 1 applications are straightforward to administer and do not require review and consideration of impact assessment information and reports. This applies in cases where reasonable Information Sharing has occurred prior to submission of an Application, (i.e., the Applicant has already provided information necessary for the Applicable First Nation to assess potential impacts to their Member Nation Rights), there has been a reasonable amount of time for review of such information, and concerns related to Member Nation Rights stemming from the Application have been resolved. Applications which typically fall within Category 1 are as follows:

Forests – *Forest Act & Forest and Range Practices Act*

- Forestry Road and Cutting Permits where issues have been addressed via Information Sharing
- Forestry Licence to cut (maximum 2,000 m³)
- Authorizing maintenance of trails and other recreation facilities with small new ground disturbance (FRPA s.57)
- Restriction or prohibition to protect recreation resources or manage recreation use (FRPA s.58)
- Disestablishment or variance of a recreation site, recreation trail, or interpretive forest site (FRPA s.56)

Archaeology – *Heritage Conservation Act*

- Section 12.2 investigation and inspection permits

Lands, Parks – *Land Act & Park Act*

- Licence of Occupation associated with forestry operations or forestry tenures where issues have been addressed via Information Sharing
- Research activities not requiring a Park Use Permit
- Film activities with hand-held equipment and 10 or fewer people, lasting not more than 2 days
- Replacements of tenure, permits or certificates where requested as per Part 11 of Schedule 7
- Park Use Permit transfers or replacements with no changes

Mines – *Mines Act, Mineral Tenure Act and Coal Act*

- Extending the term of a permit by up to 2 years
- Conducting induced polarization (IP) surveys where an exploration permit is already held
- IP surveys and exploration drilling in the area permitted for disturbance of an operating, producing mine, including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence).

- Activities with small new ground disturbance or effect on the uses, including: exploration activities – temporary work camps, helicopter supported drilling
- Mineral exploration, placer or construction aggregate on private land unless effects extend onto Crown Land
- Date Extension of Notice of Work (NoW) permits
- Date Extension of leases (mineral, placer, coal)
- Deemed Authorizations are excluded from all Categories

Environmental Protection - *Environmental Management Act*

- Hazardous waste facility approval on private land
- Waste discharge regulation schedule 2 activities – all sizes on private land, and small on Crown Land
- Waste discharge regulation schedule 1 activities – small
- Operational certificates if NO outstanding concerns with the plan

Water – *Water Sustainability Act*

- New Water licences³; domestic >1 234 m³/year, power purposes (residential) and agriculture less than 5 acre feet (6 167 m³) - unless works constitute a 'change in and about a stream.
- Water licence amendment; change in base flow requirements.
- Section 24 – Permit over Crown Land.
- Section 10 – Use approval when an Applicable First Nation holds a water licence downstream of application site.
- Section 62 – Drilling authorization.
- Section 31 – Abandonment of water rights involving works on Crown Land or storage.

Fish & Wildlife – *Wildlife Act*

- Changes to hunting regulations that apply to First Nation hunters (e.g., public health and safety)
- Wildlife transporter licences and management plans

Category 2

Category 2 applications decisions are also relatively straightforward to administer but do require review and consideration of new or detailed impact assessment information and reports. Decisions that typically fall within Category 2 are as follows:

³ Water licence application sourced from an aquifer or a stream as defined by the Water Sustainability Act.

Forests – *Forest Act and FRPA*

- Forestry Road and Cutting Permits where reasonable efforts to conduct Information Sharing have not occurred
- Replacements or extensions of Forestry tenures/licences, special use permits, FSPs
- Amendments to licences
- Authorizing construction of new trails or recreation facilities (FRPA s.57)
- Establishment of recreation sites, recreation trails, and interpretive forest sites (FRPA s.56)

Archaeology – *Heritage Conservation Act*

- Section 12 site alteration permits

Mines – *Mines Act, Mineral Tenures Act and Coal Act*

- Activities with small new ground disturbance or effect on the uses, including: exploration activities – temporary work camps, drilling, trenching or test pitting with or without explosives, including all associated authorizations to support those activities (e.g., special use permits, cutting permits, water licence, etc.) and excluding temporary work camps and helicopter-supported drilling
- Reopening of existing roads or trails within or to the mineral property
- Underground exploration with no new surface dumps or with small area dumps
- Mineral exploration, placer or construction aggregate on Crown land
- New dimension stone quarries
- Existing and new under 200,000 tonnes of paydirt per year placer mining operations
- Helicopter support drilling requiring 50 m³ of timber cutting
- Coal licence and lease applications
- Mining and placer lease applications
- Bulk sample less than 1 000 tonnes of mineralized rock or 5 000 tonnes of coal

Lands, Parks – *Land Act & Park Act*

- Research activities requiring a Park Use Permit
- Park Act authorizations for small site permits - campsites, storage sites, helipads
- Park Use Permits that are compatible with applicable management or land or marine use plans, or for activities which pre-date the establishment of the protected area if a Park Management Plan is not in place, and that are not described under Category 3
- Exclusive Use Park Use Permits
- Film activities not described under Category 1
- Land Act authorizations

Environmental Protection – *Integrated Pest Management Act & Environmental Management Act*

- Permit for use of pesticide (Section 6 of IPMA)⁴
- Hazardous Waste facility approval on Crown Land under EA threshold
- Waste Discharge Regulation Schedule 2 activities⁵ – large on Crown Land
- Waste Discharge Regulation Schedule 1 activities – large
- Operational certificates if outstanding First Nations concerns with the plan

Water – *Water Sustainability Act & Dike Maintenance Act*

- Any contemplated decision/proposal that would result in a ‘change in and about a stream’⁶.
- New Dikes, major dike repairs/reconstruction (*Dike Maintenance Act*).
- New Water licences – agriculture greater than 5 acre feet (6 167 m³), industrial & commercial less than 5 acre feet and land improvement.
- Section 11 – Change Approval

Fish & Wildlife - *Wildlife Act*

- Possession of live wildlife – new long term care facilities (e.g., zoo, rehabilitation center)
- High disturbance fish and wildlife projects (e.g., collaring, wildlife transplants)
- Disposition of new guide territory certificate

Aquatic Plant Harvesting – *BC Fish and Seafood Act*

- New and renewal of aquatic plant harvesting licences

Emissions Offset Projects – *Greenhouse Gas Industrial Reporting and Control Act*

- Section 9 - Emissions offset projects within Member Nation territories
- Section 10 - Director’s protocols, limited to director’s protocols with sequestration of carbon in biomass, soils and sediments.

Category 3

Category 3 decisions are those that, compared to Category 2 applications, require additional time for review and administration, require consideration of complex or new information about potential impacts and issues, and are expected to require more than 30 working days for CDM

⁴ Engagement on IPMA section 7 (Use of pesticides in accordance with a pesticide use notice) currently follows a separate process.

⁵ Refers to the Waste Discharge Regulation of the Environmental Management Act. Can be viewed online at: http://www.bclaws.ca/Recon/document/id/freeside/50_320_2004

⁶ Refers to the Water Act: http://www.bclaws.ca/civix/document/id/complete/statreg/96483_01

Representatives to reach Consensus recommendations due to the scope and complexity of the potential Decision. Decisions that typically fall within Category 3 are as follows:

Forestry – Forest Act and FRPA

- New and major amendments to Forest Stewardship Plans or Forest Landscape Plans
- New Forestry Special Use Permits
- Forestry Licence to cut (major)

Mines – Mines Act

- Activities with potential for significant new ground disturbance or effects on other uses, including: new permanent or long term access development associated with advanced exploration with over 10 km in length including all associated authorizations to support those activities (e.g., SUP, Cutting Permits, Water Licence, etc.
- Bulk samples greater than 1,000 tonnes of mineralized rock or 5,000 tonnes of coal
- New placer operations with production of 20,000 tonnes to 500,000 tonnes of paydirt per year

Lands & Parks – Land Act & Park Act

- New Tourism Resorts (including fishing lodges), or major expansion of existing resorts (25% increase in footprint on the land or in guest capacity)
- Crown Land Sales
- Legislative amendments to add new lands or marine areas to protected areas
- New permanent infrastructure (e.g. new day use areas, campgrounds and cabins)
- New Protected Area Management Plans (for First Nations not in a CMA)
- New Aquaculture Tenures or Park Use Permits

Environmental Protection – Environmental Management Act

- Hazardous Waste facility approvals on Crown Land exceeding the major projects threshold under the EMA
- Solid and Liquid Waste Management Plans

Water – Water Sustainability Act & Dike Maintenance Act

- New Water licences for mine operations; water works (local community drinking water); storage (dams); power purposes (commercial and general (sect. 19(2)), all other industrial and commercial greater than 5 acre feet (6 167 m³).

Special CDM Process

Special CDM: refer to Part 10 of Schedule 7 regarding applicability of a Special CDM process.

Decisions typically requiring a Special CDM process include but are not limited to:

- Timber Supply Analysis and Allowable Annual Cut determinations

- **New Land Use Orders and Major Amendments**
- **Life of major mines – amendments, closure plans, development of new mine (establishment of MRC committee and processes)**
- **Water Sustainability Plan**