

## COLLABORATION AGREEMENT

(the “Agreement”)

This Agreement is dated as of April 2, 2015

### BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Natural Gas Development and Deputy Premier of British Columbia, and Minister of Aboriginal Relations and Reconciliation

(“B.C.”)

### AND:

**NADLEH WHUTEN, NAK’AZDLI, SAIK’UZ FIRST NATION, STELLAT’EN FIRST NATION, TAKLA LAKE FIRST NATION, TL’AZT’EN NATION, and TS’IL KAZ KOH FIRST NATION**, each on their own behalf and on behalf of their members

(“CSFNs”)

### AND:

**CARRIER SEKANI TRIBAL COUNCIL**

(“CSTC”)

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

- A. **WHEREAS** the Parties signed the Natural Resources Protocol on March 31, 2014 in which they:
- (a) agreed to develop a new relationship to facilitate economic opportunities for CSFNs, shared decision-making, planning, as well as environmental and cultural stewardship in relation to natural resource development in the CSFNs’ traditional territories (“**Territories**”); and
  - (b) expressed their shared vision to develop a government-to-government relationship based on respect, recognition, accommodation of Aboriginal title and rights, and reconciliation of Aboriginal and Crown titles and jurisdictions in the Territories, as well as the achievement of strong governments, social justice, and self-sufficiency for the CSFNs;

- B. **AND WHEREAS** negotiating government-to-government agreements in relation to natural gas pipelines in the Territories is a priority for B.C. and the CSFNs;
- C. **AND WHEREAS** the Parties recognize the need to adopt a collaborative approach to negotiating government-to-government agreements in relation to forestry, mining, water, and environmental stewardship in the Territories;
- D. **AND WHEREAS** this Agreement provides an opportunity for B.C. and the CSFNs to develop government-to-government agreements and processes that help empower the CSFN to engage in economic, social, cultural, and political development in their Territories;
- E. **AND WHEREAS** the Supreme Court of Canada stated in *Tsilhqot'in Nation v. British Columbia*, 2014 SCC 44, that Aboriginal title may be established by court declaration or agreement, and that once established, subject to certain inherent limits, Aboriginal title includes the right to decide how the land will be used, the right to exclusive use and occupation of the land, the right to possess the land, the right to the economic benefits of the land, and the right to pro-actively use and manage the land;
- F. **AND WHEREAS** the Parties will work together to reconcile Aboriginal and Crown titles and jurisdictions in the CSFNs' Territories;
- G. **AND WHEREAS** B.C. recognizes the serious concerns that have been expressed by CSFNs about the cumulative impacts in their Territories from past, current, and proposed natural resource development and the need to directly address those concerns on a priority basis;
- H. **AND WHEREAS** the BC First Nations Leadership Council and B.C. committed to a government-to-government relationship as set out in the New Relationship Document dated March 2005 and the BC First Nations Leadership Council, Canada, and B.C. entered into the Transformative Change Accord in November 2005 for the purposes of closing the social and economic gap between First Nations people and other British Columbians;
- I. **AND WHEREAS** the Parties wish to embrace this opportunity to work together in the spirit and intent of the New Relationship vision and Transformative Change Accord to jointly develop new ways to effect a just and enduring reconciliation for the Carrier Sekani peoples, and to lead the way forward with new and innovative approaches to Crown-First Nations reconciliation;

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

## SECTION 1 PURPOSE AND GOALS

1.1 **Purpose.** The purpose of this Collaboration Agreement is to establish a framework to:

- (a) facilitate ongoing reconciliation of Crown and Aboriginal titles and rights in the Territories;
- (b) negotiate government-to-government agreements in relation to natural resource development and environmental stewardship in the Territories;
- (c) create a new government-to-government relationship based on collaboration and agreement to achieve the following goals:
  - (i) restore, revitalize, and strengthen the CSFNs, their communities, and families to eliminate the gap in standards of living with other British Columbians through measures that result in CSFNs and their members benefiting economically from the use of the Territories;
  - (ii) establish sustainable economic activities and arrangements in the Territories that improve the well-being of the Carrier Sekani peoples as measured by improvements in health, education, children and families, income, and reducing suicide, violence, and substance abuse in the Territories, as well as other measures of well-being;
  - (iii) engage in collaborative management, and where possible restoration and protection of natural resources and ecosystems such that they continue to provide the resources that support traditional uses, including traditional foods and medicines for CSFN members, as well as contemporary economic development;
  - (iv) support CSFN self-determination by ensuring the CSFNs benefit economically from the use of, and collaboratively manage lands and resources in, the Territories;
  - (v) ensure that natural resource development is carried out in a sustainable manner to preserve healthy lands, resources, and ecosystems for current and future generations; and
  - (vi) identify measures to protect cultural, burial, and sacred sites by agreement.

## **SECTION 2 PRINCIPLES**

- 2.1 **Principles.** The Parties will be guided by the following principles when negotiating government-to-government agreements pursuant to this Agreement:
- (a) the lands, water, and ecosystems in the Territories have and continue to sustain the Carrier Sekani peoples, cultures, language, and histories;
  - (b) non-Carrier Sekani peoples in British Columbia also rely on the lands, water, and ecosystems in the Territories;
  - (c) the Carrier Sekani peoples have identified that they have important duties and sacred responsibilities to protect, manage, and enhance the lands, water, and other natural resources in the Territories, as well as their Aboriginal title and rights, for future generations;
  - (d) B.C. has identified that it has certain responsibilities to manage the lands, water, and other natural resources of the Province; and
  - (e) collaborative government-to-government agreements can support:
    - (i) transparency in decision-making, financial management, engagement processes and information management;
    - (ii) accountability for the purposes and goals of this Agreement and for the use of the financial resources invested in the Parties' government-to-government relationships; and
    - (iii) efficient and effective use of scarce human and financial resources.

## **SECTION 3 GOVERNMENT-TO-GOVERNMENT FRAMEWORK**

- 3.1 **Reconciling Crown and Aboriginal Titles.** B.C. recognizes the existence of Carrier Sekani Aboriginal title and rights in the Territories.
- 3.2 **Work Plan.** Within 30 days of signing this Agreement, the Parties will develop a work plan that will set out a comprehensive framework to negotiate mechanisms that facilitate ongoing reconciliation of Carrier Sekani and B.C. titles, rights, interests, and goals in the Territories.
- 3.3 **Government-to-Government Agreements.** The Parties will negotiate government-to-government agreements in good faith in relation to forestry, mining, water, other natural resource development, and environmental stewardship in the Territories.

- 3.4 **Feasibility Study.** The Parties will carry out a feasibility study on carbon offset project opportunities in the Territories. If the feasibility study determines that potential opportunities exist, the Parties will negotiate an atmospheric benefit sharing agreement on the basis of those opportunities.
- 3.5 **Funding for Feasibility Study.** B.C. will pay for the costs of the feasibility study.
- 3.6 **Government-to-Government Agreement Topics.** Government-to-government agreements negotiated pursuant to this Agreement will be based on, and incorporate, the principles set out in section 2.1 and will include provisions that address:
- (a) the recognition of the existence of Carrier Sekani Aboriginal title and rights in the Territories;
  - (b) the application of collaborative decision-making processes based on the significance of potential impacts of the decisions and the Parties' capacities;
  - (c) measures to assess, avoid, minimize, mitigate, and jointly manage impacts in relation to natural resource development in the Territories;
  - (d) economic, revenue sharing, and/or other financial benefits; and
  - (e) B.C. encouraging industry proponents to negotiate impact benefit agreements with CSFNs in relation to natural resource development in the Territories.
- 3.7 **Carbon and Environmental Stewardship Agreements.** The Parties agree that sections 3.6(c)-(e) may not apply to government-to-government agreements in relation to carbon and environmental stewardship.

#### **SECTION 4 GOVERNMENT-TO-GOVERNMENT STRUCTURES**

- 4.1 **Leadership Table.** Within thirty days of signing this Agreement, the Parties will establish a Leadership Table comprised of the CSFN Chiefs and relevant Ministers, as well as the Premier or Deputy Premier as appropriate.
- 4.2 **Leadership Table Meetings.** The Leadership Table will meet as required to set goals, monitor progress, oversee the implementation of this Agreement and the Environment and Socio-Cultural Initiatives Agreement, and provide direction to the various working groups established under those agreements.
- 4.3 **Collaboration Working Group.** Within thirty days of signing this Agreement, the Parties will establish a Collaboration Working Group comprised of senior officials from key ministries and designates from CSTC and the CSFNs to:
- (a) prepare a work plan to implement the Parties' respective obligations under this Agreement;

- (b) implement government-to-government agreements between the Parties;
  - (c) plan for and oversee major projects being proposed in the Territories in the manner set out in section 5.3; and
  - (d) address any other issues that may arise during the implementation of government-to-government agreements.
- 4.4 **Meetings.** The Collaboration Working Group will hold regular meetings to implement the direction of the Leadership Table, and will address any urgent interim issues that may arise between meetings.
- 4.5 **Disputes.** The Collaboration Working Group may refer disputes to the Leadership Table for resolution as appropriate.

## SECTION 5 COLLABORATIVE DECISION-MAKING

- 5.1 **Decision-Making.** The Parties recognize their respective decision-making authorities and jurisdictions, and that each Party will make its own decisions based on its own laws, policies, responsibilities, and protocols.
- 5.2 **Collaborative Decision-Making Principles.** The purpose of collaborative decision-making is to increase the compatibility of the Parties' respective decision-making processes in accordance with the following principles:
- (a) seeking agreement or consistency between decisions can avoid conflict, lead to durable outcomes, and facilitate economic development in the Territories;
  - (b) collaborative processes should be designed based on the significance of potential impacts and the circumstances of the decisions, as well as the Parties' respective capacities;
  - (c) the Parties will avoid taking positions and will attempt to resolve issues in an interest-based manner; and
  - (d) major projects may require customized collaborative decision-making processes.
- 5.3 **Major Projects.** The Parties will use the following collaborative decision-making framework for major projects:
- (a) the Collaboration Working Group will oversee all major approvals for major projects in the Territories from the onset of project development;
  - (b) the Collaboration Working Group will seek to develop consensus recommendations in relation to the design and implementation of environmental assessments and regulatory review processes in relation to major approvals in the Territories;

- (c) the Parties will seek consensus in relation to decisions on major approvals;
- (d) the Parties will use dispute resolution mechanisms to assist them in resolving disagreements on decisions for major approvals before making their respective decisions; and
- (e) if disagreements cannot be resolved through the dispute resolution mechanisms, each Party may exercise its authority to make decision(s).

5.4 **Subsequent Agreements.** In subsequent government-to-government agreements negotiated pursuant to this Agreement, the Parties will develop collaborative decision-making approaches, including seeking consensus, for specified major approvals.

5.5 **Environmental Assessment Office.** B.C., through the Environmental Assessment Office (“EAO”), will work with the CSFNs and CSTC to:

- (a) foster a more productive, collaborative approach between the EAO, CSFNs, and environmental assessment proponents throughout the environmental assessment process; and
- (b) enhance CSFNs’ participation prior to receipt of a Project Description by EAO, during the pre-application and application phases, the monitoring of certificate compliance, and any amendment process.

## **SECTION 6 FUNDING**

6.1 **Funding.** Within 30 days of the signing of this Agreement, B.C. will pay CSTC, on behalf of the CSFNs, \$1,350,000 to support the CSFNs’ and CSTC’s participation in implementing this Agreement and the Environmental and Socio-Cultural Initiatives Agreement, including the:

- (a) title reconciliation discussions conducted pursuant to section 3.2;
- (b) negotiation of government-to-government agreements pursuant to this Agreement;
- (c) Stewardship Working Group created under the Environmental and Socio-Cultural Initiatives Agreement; and
- (d) Collaboration Working Group.

6.2 **Anniversary Payments.** Within 30 days of the first and second anniversary of the signing of this Agreement, B.C. will pay CSTC, on behalf of the CSFNs, \$1,350,000 to support the purposes listed in section 6.1.

- 6.3 **Allocation of Funding.** The Collaboration Working Group will make recommendations about the allocation of the funding being provided for the various purposes described in section 6.1.
- 6.4 **Ongoing Funding.** The Parties will negotiate ongoing funding arrangements to support the work described in section 6.1 at least six months before the term expires.

## SECTION 7 REPRESENTATIONS AND WARRANTIES

- 7.1 **CSFN Representations.** Each CSFN represents and warrants to B.C., with the intent and understanding that B.C. will rely on them 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; and
  - (b) this Agreement is a valid and binding obligation upon it.
- 7.2 **CSTC Representations.** CSTC represents and warrants to B.C., with the intent and understanding that B.C. will rely on them in entering into this Agreement, that:
- (a) it is a duly incorporated society under the *Society Act*, R.S.B.C. 1996, c. 433 and that it is in good standing;
  - (b) it has the legal power, capacity, and authority to enter into this Agreement; and
  - (c) this Agreement is a valid and binding obligation upon it.
- 7.3 **B.C. Representations.** B.C. represents and warrants to CSTC and CSFNs, with the intent and understanding that CSTC and CSFNs will rely on them in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation upon B.C.

## SECTION 8 GENERAL PROVISIONS

- 8.1 **Not a Treaty.** The Parties agree:
- (a) this Agreement does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act*, 1982;
  - (b) this Agreement does not define, limit, amend, abrogate or derogate from any of the CSFNs' Aboriginal title and rights; and
  - (c) further processes are required to establish the scope and geographic extent of Aboriginal title and rights in the Territories.

- 8.2 **Legal Authority.** Nothing in this Agreement interferes with the decision-making authority or jurisdiction of any Party or fetters the discretion of any decision-making authority.
- 8.3 **Amendment.** This Agreement may be amended by agreement of the Parties in writing.
- 8.4 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by facsimile or email transmission.
- 8.5 **Commencement.** This Agreement will commence on execution.
- 8.6 **Term.** The term of this Agreement will be three years from its execution. The Parties will meet at least six months before the term expires to discuss the potential renewal, amendment, or termination of this Agreement.
- 8.7 **Ts'il Kaz Koh.** "Ts'il Kaz Koh First Nation" means the "band", as that term is defined in the Indian Act, R.S.C. 1985, c. I-5, named "Burns Lake".

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

**PROVINCE OF BRITISH COLUMBIA, as  
represented by the Minister of Natural  
Gas Development and Deputy Premier of  
British Columbia**

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

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

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

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

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

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

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

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

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

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

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

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

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

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

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

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

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

**CARRIER SEKANI TRIBAL COUNCIL**

Per: \_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

## ENVIRONMENTAL And SOCIO-CULTURAL INITIATIVES AGREEMENT

This Environmental and Socio-Cultural Initiatives Agreement is dated as of April 2, 2015

### BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Natural Gas Development and the Deputy Premier of British Columbia, and the Minister of Aboriginal Relations and Reconciliation

(“**B.C.**”)

### AND:

**NADLEH WHUTEN, NAK’AZDLI, SAIK’UZ FIRST NATION, STELLAT’EN FIRST NATION, TAKLA LAKE FIRST NATION, TL’AZT’EN NATION, and TS’IL KAZ KOH FIRST NATION**, each on their own behalf and on behalf of their members

(“**CSFNs**”)

### AND:

**CARRIER SEKANI TRIBAL COUNCIL**

(“**CSTC**”)

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

- J. **WHEREAS** the Parties signed the Natural Resources Protocol (“**Protocol**”) on March 31, 2014 in which they:
- (a) agreed to develop a new relationship to facilitate economic opportunities for CSFNs, shared decision-making, planning, as well as environmental and cultural stewardship in relation to natural resource development in CSFNs’ traditional territories (“**Territories**”);
  - (b) expressed their shared vision to develop a government-to-government relationship based on respect, recognition, accommodation of Aboriginal title and rights, and reconciliation of Aboriginal and Crown titles and jurisdictions in the Territories, as well as the achievement of strong governments, social justice, and self-sufficiency for the CSFNs;
- K. **AND WHEREAS** the Parties have executed a Collaboration Agreement (the “**Collaboration Agreement**”) which sets out a framework for government-to-

government agreements and structures, including the creation of working groups, to accomplish the objectives set out above;

- L. **AND WHEREAS** the Parties now wish to establish pilot collaborative structures and initiatives in relation to environment and socio-cultural matters;
- M. **AND WHEREAS** B.C. recognizes the existence Carrier Sekani Aboriginal title and rights in the Territories;
- N. **AND WHEREAS** B.C. recognizes the serious concerns that have been expressed by CSFNs about the cumulative impacts in their Territories from past, current, and proposed natural resource development and the need to directly address those concerns on a priority basis;

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

## **PART ONE – DEFINITIONS AND PURPOSE**

### **SECTION 9 DEFINITIONS**

- 9.1 In this Agreement, in addition to words defined elsewhere in this Agreement, the following words have the following meanings unless the context otherwise requires:
- (a) **“Agreement”** means this Environmental and Socio-Cultural Initiatives Agreement as it may be amended, supplemented and restated, from time to time;
  - (b) **“Effective Date”** means April 1, 2015;
  - (c) **“Leadership Table”** has the meaning ascribed to it in the Collaboration Agreement;
  - (d) **“Material Commencement of Construction”** means all of the following events having occurred for a Natural Gas Pipeline:
    - (i) B.C. receives written confirmation from the proponent that orders have been placed for substantially all of the pipe required for the Natural Gas Pipeline;
    - (ii) a contract has been entered into with at least one large diameter pipeline general contractor for completion of the work associated with installation of the pipe for one spread having a linear length of more than 25 kilometres of the Natural Gas Pipeline; and
    - (iii) the completion of production welding along a portion of at least 10 kilometres of a spread of the Natural Gas Pipeline;

- (e) **“Natural Gas Pipelines”** means:
- (i) the proposed Coastal GasLink Pipeline Project described in the Environmental Assessment Certificate issued on October 23, 2014 under the *Environmental Assessment Act*, [SBC 2002] c. 43, as varied from time to time;
  - (ii) the proposed Prince Rupert Gas Transmission Project described in the Environmental Assessment Certificate issued on November 25, 2014 under the *Environmental Assessment Act*, [SBC 2002] c. 43, as varied from time to time; and
  - (iii) the proposed Westcoast Connector Gas Transmission Project described in the Environmental Assessment Certificate issued on November 25, 2014 under the *Environmental Assessment Act*, [SBC 2002] c. 43, as varied from time to time,
- and includes components such as a natural gas pipeline, and associated compressor stations, equipment and other physical facilities, valves and meters, power supply sources, equipment staging sites, access roads and rights of ways, construction camps and investigative activities; and
- (f) **“Ts’il Kaz Koh First Nation”** means the “band”, as that term is defined in the Indian Act, R.S.C. 1985, c. I-5, named “Burns Lake”.

## **SECTION 10 PURPOSE**

10.1 **Purpose.** The purpose of this Agreement is to address the Parties’ intent to:

- (a) collaborate in innovative ways on issues of mutual interest related to environmental stewardship and socio-cultural matters;
- (b) address environmental issues in the Territories related to the Natural Gas Pipelines;
- (c) manage, rehabilitate, and restore fish and wildlife populations and ecosystems in the Territories;
- (d) ensure that effective measures are put in place to mitigate environmental and socio-cultural impacts in relation to the construction and operation of each Natural Gas Pipeline; and
- (e) promote and enhance social and cultural well-being and opportunities for CSFN communities and members.

## **PART TWO – ENVIRONMENTAL STEWARDSHIP**

### **SECTION 11 ENVIRONMENTAL STEWARDSHIP PRINCIPLES**

- 11.1 **Environmental Stewardship Principles.** The Parties will be guided by the following principles, in addition to the principles referred to in section 2.1 in the Collaboration Agreement, when implementing Part 2 of this Agreement:
- (a) healthy ecosystems, socio-cultural well-being, and economic development are interrelated;
  - (b) community-based sustainable ecosystem management supports the preservation, protection, and enhancement of ecosystems in the Territories;
  - (c) each CSFN is responsible for community-based environmental governance matters in its Territory;
  - (d) scientific and traditional knowledge supports informed decision-making; and
  - (e) administrative fairness and timeliness of decision-making are reflected in the implementation of Part 2 of this Agreement.

### **SECTION 12 COLLABORATIVE DECISION-MAKING**

- 12.1 **Decision-Making Authority.** The Parties recognize their respective decision-making authorities and jurisdictions, and that each Party will make its own decisions based on its own laws, policies, responsibilities, and protocols.
- 12.2 **Collaborative Decision-Making Principles.** The purpose of collaborative decision-making is to increase the compatibility of the Parties' respective decision-making processes in accordance with the following principles:
- (a) seeking agreement or consistency between decisions can avoid conflict, lead to durable outcomes, and facilitate economic development in the Territories;
  - (b) collaboration processes should be designed based on the significance of potential impacts and the circumstances of the decisions, as well as the Parties' respective capacities; and
  - (c) the Parties will avoid taking positions and will attempt to resolve issues in an interest-based manner.
- 12.3 **Collaboration Matrix.** Upon substantial completion of the work identified in section 13.1, the CSFNs and relevant B.C. representatives will negotiate and develop an initial

collaboration matrix that categorizes regulatory decisions in relation to the Natural Gas Pipelines based on the significance of potential impacts and the level of collaboration on decision-making that must occur (“**Collaboration Matrix**”).

- 12.4 **Levels of Engagement.** The Collaboration Matrix will include at least three levels of engagement based on the significance of potential impacts. The highest level of engagement will involve seeking consensus.
- 12.5 Once developed pursuant to section 12.3, the Collaboration Matrix will be attached as Appendix “A” to this Agreement and form part of it. The Parties may agree to amend the Collaboration Matrix from time to time and update Appendix “A” as necessary.
- 12.6 **Issue Resolution.** The Parties will use the following procedure to resolve issues that arise in relation to the implementation of collaborative decision-making for the highest level of engagement in the Collaboration Matrix:
- (a) in the event the Parties are unable to reach consensus in a timely way as defined in the Collaboration Matrix, any Party may initiate this issue resolution procedure;
  - (b) a Party may initiate the issue resolution procedure by recording in writing its understanding of the issue, what the applicable interests are, and how it believes the issue can be resolved in a manner that addresses the interests (the “**Notice**”) and circulating the Notice to all other Relevant Parties through their respective representatives on the Stewardship Working Group (“**SWG**”);
  - (c) the Relevant Parties include the statutory decision-maker or his or her representative and the CSFNs who may be directly affected by the decision;
  - (d) the Relevant Parties will attempt to resolve the issue within 5 working days after receiving a Notice unless one of the suggested solutions is agreeable to all relevant Parties;
  - (e) if the Relevant Parties are unable to resolve the issue within the 5 working days referred to in subsection (d) after attempting to do so, any relevant Party may forward the issue to the Collaboration Working Group for resolution;
  - (f) the Relevant Parties’ respective representatives on the Collaboration Working Group will attempt to resolve the issue; and
  - (g) if the Relevant Parties’ respective representatives on the Collaboration Working Group are unable to resolve the issue within 5 working days of it being forwarded to the Collaboration Working Group, any Party may make a decision.
- 12.7 **Emergency Measures.** Any Party may make a decision without triggering the issue resolution procedure with respect to any emergency measure or exceptional circumstance.

**SECTION 13**  
**STEWARDSHIP WORKING GROUP**

- 13.1 **Immediate Collaborative Work.** The Parties will continue their current collaborative work on the B.C. Oil and Gas Commission (“OGC”) permits. The Parties will also initiate review of the management plans required by the Natural Gas Pipeline Environmental Assessment (“EA”) Certificates. The Parties will make best efforts to complete this work by April 30, 2015.
- 13.2 **Establishment of Stewardship Working Group.** The Parties will establish the Stewardship Working Group (“SWG”) by May 15, 2015 to provide a forum for the CSFNs and B.C. to address environmental matters in relation to the Natural Gas Pipelines in the Territories, and broader concerns across the Territories.
- 13.3 **SWG Members.** The SWG will be comprised of senior officials from the Environmental Assessment Office, the Ministry of Forests, Lands, and Natural Resource Operations, OGC, and representatives from CSFNs and CSTC, as required, and may include officials from other provincial ministries and agencies, as circumstances require.
- 13.4 **SWG Meetings.** The SWG will meet quarterly, or as frequently as may be required including to address any urgent issues that may arise between scheduled meetings.
- 13.5 **Stewardship Work Plan.** The SWG will, as soon as practicable, develop a work plan to:
- (a) establish a framework to:
    - (i) complete the collaborative work underway under section 13.1;
    - (ii) collaboratively develop an interim approach to monitor implementation of conditions in the EA Certificate for each Natural Gas Pipeline until a Compliance Management Plan under section 14.3 is developed; and
    - (iii) collaboratively develop conditions recommended for inclusion in the OGC permits for each Natural Gas Pipeline;
  - (b) establish how the Parties will coordinate responses to accidents or malfunctions of the Natural Gas Pipelines;
  - (c) address the work required to satisfy the commitments in Section 14 Pipeline Monitoring, Compliance and Enforcement, Section 15 Cumulative Effects, and Section 16 Collaborative Management; and
  - (d) address other environmental matters that may arise and which the Parties agree upon.
- 13.6 **Priorities.** At the first meeting of the SWG, the Parties will discuss the priorities and an appropriate sequence of activities that take into account the respective capacities of each Party.

- 13.7 **Traditional Use Studies.** The Parties acknowledge that information and recommendations set out in the traditional use studies already carried out by the CSFNs in relation to the Natural Gas Pipelines will inform, and be incorporated into, the work set out in the Work Plan.
- 13.8 **CSFN Proposed Conditions.** The SWG will collaboratively discuss and assess how the CSFNs' proposed conditions and associated interests related to the Natural Gas Pipelines can be addressed. The relevant representatives of the SWG will recommend, as appropriate, incorporation of CSFN proposed conditions or associated interests in OGC permit conditions or proponent management plans to be developed pursuant to the requirements of the EA Certificates.

## **SECTION 14 PIPELINE MONITORING, COMPLIANCE, AND ENFORCEMENT**

- 14.1 **Compliance Monitoring Program.** The SWG will develop and implement a Compliance Monitoring Program that will:
- (a) establish and identify supplemental processes and criteria and outline roles and responsibilities for responding to non-compliance events, up to and including issuing stop work orders;
  - (b) establish mechanisms for sharing relevant information in relation to monitoring and compliance activities, subject to confidentiality and fairness considerations;
  - (c) ensure that CSFNs' concerns about non-compliance with OGC permits and EA Certificates for the Natural Gas Pipelines are effectively investigated, followed up, and responded to, as appropriate;
  - (d) not limit the ability of any Party to take immediate action, where circumstances require, on any matter in accordance with its authority;
  - (e) establish monitoring training programs to support CSFN members' participation in monitoring and inspections; and
  - (f) align with the CSFNs' broader concerns about cumulative effects in the Territories.
- 14.2 **Pipeline and Environmental Monitoring.** The SWG will define a formal role for CSFNs in pipeline and environmental monitoring, emergency planning, and response.
- 14.3 **Compliance Management Plan.** B.C., through the EAO, will collaborate with the CSFNs to develop a compliance management plan in relation to each Natural Gas Pipeline EA Certificate. The collaboration between EAO and the CSFNs will occur through the SWG.

## SECTION 15 CUMULATIVE EFFECTS

- 15.1 **Cumulative Effects.** The SWG will work collaboratively to develop a Cumulative Effects Assessment, Monitoring, and Management Framework (the “CEA”) for the Territories that considers, and where possible, builds on B.C.’s existing and emerging CEA Management Framework initiatives.
- 15.2 **Linkages.** The SWG will make best efforts to deliver the CEA as part of the Environmental Stewardship Initiative (“ESI”) in accordance with the following milestones:
- (a) completion of project work plan reflecting initial values for CEA by June 15, 2015;
  - (b) implementation of assessment for identified values underway by summer 2015;
  - (c) evaluation of initial cumulative effects assessment completed by March 2016; and
  - (d) follow adaptive management approaches to identify additional values for CEA and implement the CEA by June 15, 2016.
- 15.3 **Additional Funding.** If the SWG is unable to deliver the CEA as part of the ESI in accordance with the milestones under section 15.2, then B.C. will pay for the costs to complete the cumulative effects assessment, to a maximum of \$3,000,000.

## SECTION 16 COLLABORATIVE MANAGEMENT

- 16.1 **Collaborative Management.** The SWG will develop collaborative management approaches in the Territories, informed by the CSFNs’ values, traditional knowledge, and priorities, that will address:
- (a) access management;
  - (b) fish and wildlife habitat inventory, studies, enhancement, and restoration;
  - (c) assessment and monitoring of fish and wildlife population stability and trends;
  - (d) identification of habitats and environmental conditions critical to the health of fish and wildlife populations, including water temperatures during salmon migration and predator populations;
  - (e) developing recommendations for the management of identified priority species;
  - (f) species at risk, including existing B.C.-led recovery and/or rehabilitation initiatives for woodland caribou, Nechako White Sturgeon, and other fish, wildlife, and plant species; and

- (g) other stewardship related initiatives.

## **SECTION 17 OGC AGREEMENT**

- 17.1 **OGC Agreement.** The CSFNs and the OGC will negotiate and attempt to reach an agreement to provide capacity funding to the CSFNs to meaningfully participate in the OGC permitting processes for the Natural Gas Pipelines as contemplated in this Agreement.

## **PART THREE - SOCIO-CULTURAL MATTERS**

### **SECTION 18 SOCIO-CULTURAL MATTERS**

- 18.1 **Principles.** The Parties will be guided by the following shared principles when implementing Part 3:
- (a) increased socio-economic well-being for CSFN members is necessary and desirable;
  - (b) promoting socio-cultural well-being includes:
    - (i) prevention of impacts to socio-cultural well-being;
    - (ii) community-led solutions;
    - (iii) continuous development of individual and community capacity and self-sufficiency;
    - (iv) involvement of governmental and non-governmental partners;
    - (v) meaningful participation in the economy;
    - (vi) preservation and revitalization of CSFN languages and cultures; and
  - (c) healthy ecosystems and sustainable economic development are key aspects of achieving socio-cultural well-being.
- 18.2 **Establishment of Socio-Cultural Working Group.** The Parties will establish a Socio-Cultural Working Group (the “SCWG”) by April 30, 2015 to provide a forum for the CSFNs and B.C. to:
- (a) work collaboratively on socio-cultural issues, including the development of socio-cultural initiatives related to the impacts of Natural Gas Pipeline development and operations;
  - (b) oversee and collaboratively develop immediate opportunities related to language programs, regional skills training, and education;

- (c) develop a strategy to address socio-cultural matters (the “**Socio-Cultural Strategy**”), and submit it to the Leadership Table for approval;
  - (d) develop a plan to measure the performance of the Strategy and make improvements to it (the “**Adaptive Management Plan**”) (as described below); and
  - (e) generally implement the purposes in sections 10.1(d) and 10.1(e).
- 18.3 **Composition of SCWG.** The SCWG will be comprised of senior officials from the Ministry of Aboriginal Relations and Reconciliation, and representatives from CSFNs and CSTC, as required. B.C. will appoint one co-chair, and CSTC and CSFNs will jointly appoint one co-chair.
- 18.4 **Other Representatives.** The SCWG may include representatives from other provincial ministries and agencies, as circumstances require.
- 18.5 **Terms of Reference.** At its first meeting the SCWG will develop a Terms of Reference, consistent with the principles in Section 18.1, to guide the work of the SCWG.
- 18.6 **Socio-Cultural Strategy.** The SCWG will, as soon as practicable, develop the strategy, which will include:
- (a) Projects Associated with Natural Gas Pipeline Socio-Cultural Impacts:

Within 120 days of the Effective Date, the SCWG will identify projects and implementation strategies designed to mitigate existing socio-cultural issues, and new impacts associated with the construction and operation of the Natural Gas Pipelines by:

    - (i) reviewing EA Certificate conditions and mitigation strategies relevant to socio-cultural impacts, including Social and Economic Effects Management Plans associated with the Natural Gas Pipelines, and identifying gaps of concern to the CSFNs;
    - (ii) developing additional or enhanced measures to avoid or minimize the risk of socio-cultural impacts, or otherwise address gaps of concern to the CSFNs;
    - (iii) taking steps to ensure the additional measures identified in subsection (ii) are carried out; and
    - (iv) establishing a list of projects including priorities, budgets and timelines for implementation.

(b) Infrastructure and Other Projects:

Research baseline socio-cultural information for each CSFN for the purposes of:

- (i) identifying specific, long-term infrastructure or other projects or initiatives that will provide enhanced social and cultural well-being for CSFN communities and members; and
- (ii) identifying partnerships with provincial, federal, and private entities, as applicable to enable the projects and initiatives identified in subsection (i) to be carried out.

18.7 **Socio-economic Studies.** The Parties acknowledge that information and recommendations set out in the socio-economic studies already carried out by the CSFNs in relation to the Natural Gas Pipelines will inform, and be incorporated, where possible, into, the work set out in the Socio-Cultural Strategy.

18.8 **Language and Training Initiatives.** As soon as practicable the SCWG will develop:

- (a) an implementation and spending plan designed to support a community-based program to preserve and revitalize Carrier Sekani languages (the “**Languages Program**”);
- (b) an implementation and spending plan designed to support a 3-year pilot education program to assist CSFN community members aged 18-25 in accessing trades and other skilled employment (the “**Education Pilot Program**”); and
- (c) an implementation and spending plan designed to support a 3-year skills training program for CSFN members (the “**Skills Program**”).

18.9 **Implementation and Spending Plan Approval.** The SCWG will submit the implementation and spending plans referred to in section 18.8 to the Leadership Table for approval.

18.10 **Adaptive Management Plan.** The SCWG will develop an Adaptive Management Plan to implement the Socio-Cultural Strategy, the Languages Program, the Education Pilot Program and the Skills Program which incorporates the following elements:

- (a) a description of intended outcomes;
- (b) performance indicators that measure progress towards the intended outcomes; and
- (c) monitoring and making improvements to the Socio-Cultural Strategy, the Languages Program, the Education Pilot Program, and the Skills Program.

18.11 **Funding for SCWG.** B.C. will pay \$500,000 to CSTC, on behalf of the CSFNs, to fund the activities of the SCWG, including the CSFNs’ participation in the SCWG as follows:

- (a) \$250,000 will be provided within 30 days of the Effective Date; and
- (b) \$250,000 upon completion of the Socio-Cultural Strategy and the Adaptive Management Plan.

18.12 **Funding for Languages and Training Initiatives.** B.C. will make the following payments to CSTC on behalf of the CSFNs:

- (a) \$2,000,000 to implement the Languages Program, to be provided upon approval of the Languages Program implementation and spending plan by the Leadership Table;
- (b) \$1,500,000 to implement the Education Pilot Program, to be provided upon approval of the Education Pilot Program implementation and spending plan by the Leadership Table; and
- (c) \$2,500,000 to implement the Skills Program, to be provided upon approval of the Skills Program implementation and spending plan by the Leadership Table.

18.13 **Other Projects and Initiatives.** The Parties agree that, other than as provided for in sections 18.11 and 18.12, nothing in this Agreement provides for the funding of any other projects and initiatives, including any projects and initiatives identified within the Socio-Cultural Strategy.

18.14 The Parties agree to collaborate on forming partnerships with provincial, federal, and private entities, as applicable, and taking such other steps as they may agree are necessary to pursue projects and initiatives identified in the Socio-Cultural Strategy.

## **PART FOUR – GENERAL PROVISIONS**

### **SECTION 19 WORKING GROUP COLLABORATION APPROACH**

- 19.1 **Working Group Collaboration.** The SWG and SCWG will work collaboratively in accordance with the following:
- (a) each working group will seek to achieve consensus on decisions and recommendations; and
  - (b) if disagreements cannot be resolved by the working group, each working group may refer the matter to the Leadership Table for resolution or direction.

### **SECTION 20 TERM AND TERMINATION**

- 20.1 **Term and Automatic Termination.** If by the tenth anniversary of the Effective Date there has been no Material Commencement of Construction of any Natural Gas Pipeline,

then this Agreement will automatically terminate on that date, unless otherwise agreed to by the Parties.

- 20.2 **Review.** The Parties will meet on the third anniversary of the Effective Date to review the effectiveness of this Agreement and to discuss potential amendments.

## **SECTION 21 REPRESENTATIONS AND WARRANTIES**

- 21.1 **First Nation Representations.** Each CSFN Party represents and warrants to B.C., with the intent and understanding that they will be relied on by B.C. in entering into this Agreement, that:

- (a) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of its Members; and
- (b) this Agreement is a valid and binding obligation upon it.

- 21.2 **CSTC Representations.** CSTC represents and warrants to B.C., with the intent and understanding that they will be relied on by B.C. in entering into this Agreement, that

- (a) it is a duly incorporated society under the *Society Act*, R.S.B.C. 1996, c. 433 and that it is in good standing;
- (b) it has the legal power, capacity and authority to enter into this Agreement; and
- (c) this Agreement is a valid and binding obligation upon it.

- 21.3 **B.C. Representations.** B.C. represents and warrants to CSFNs and CSTC, with the intent and understanding that they will be relied on by CSFNs and CSTC in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of B.C.

## **SECTION 22 GENERAL PROVISIONS**

- 22.1 **Not a Treaty.** The Parties agree as follows:

- (a) this Agreement does not constitute a treaty or land claim agreement within the meaning of section 25 or section 35 of *Constitution Act*, 1982;
- (b) this Agreement not define, limit, amend, abrogate, or derogate from any Aboriginal title or rights; and
- (c) further processes are required to establish the scope and geographic extent of Aboriginal title and rights in the Territories.

- 22.2 **Legal Authority.** Nothing in this Agreement interferes with the decision-making authority or jurisdiction of any Party or fetters the discretion of any decision-making authority.
- 22.3 **Amendment.** This Agreement may be amended by agreement of the Parties in writing.
- 22.4 **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other party by facsimile or e-mail.

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

**PROVINCE OF BRITISH COLUMBIA, as  
represented by the Minister of Natural  
Gas Development and Deputy Premier of  
British Columbia**

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

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

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

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

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

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

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

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

**CARRIER SEKANI TRIBAL COUNCIL**