

TSILHQOT'IN FRAMEWORK AGREEMENT

Among the Province of British Columbia, the Tsilhqot'in Nation and the Tsilhqot'in National Government

A STRATEGIC ENGAGEMENT AGREEMENT FOR SHARED DECISION-MAKING
RESPECTING LAND AND RESOURCE MANAGEMENT

2009



Shared Vision

The Province of British Columbia and the Tsilhqot'in Nation have a shared vision that relates to the development of a Cooperative Land and Resources Management Framework Agreement and includes the following:

The Tsilhqot'in Nation and British Columbia seek to achieve clarity and certainty with respect to their relationships and interests respecting rights, titles and authorities.

The Tsilhqot'in Framework Agreement (TFA) will design a process that recognizes Tsilhqot'in rights and ensures they are reflected in the outcomes of land and resource management in Tsilhqot'in territory.

The TFA may be a bridging step in addressing Tsilhqot'in aboriginal title interests in Tsilhqot'in territory.

British Columbia and the Tsilhqot'in Nation agree to work toward forms of shared decision-making for land and resources within Tsilhqot'in territory.

The TFA will provide a government-to-government process based on trust and respect.

The TFA will build capacity of the Tsilhqot'in Nation to engage effectively on an interim basis without negatively impacting future recognition and reconciliation initiatives involving Tsilhqot'in rights and title.

The TFA will address the interests of government to engage meaningfully with the Tsilhqot'in on matters of land and resource management in a way that is effective and forward looking.

The TFA will create an overarching framework to which more detailed revenue-sharing and resource-specific policies, protocols and agreements can be appended.

This Agreement is dated the 17 day of Dec, 2009

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA**

as represented by the Minister of Forests and Range (Minister Responsible for Integrated Land Management Bureau), Minister of Environment, Minister of Energy, Mines and Petroleum Resources, Minister of Tourism, Culture and the Arts, Minister of Transportation and Infrastructure, Minister of Agriculture and Lands, and the Minister of Aboriginal Relations and Reconciliation
(“British Columbia”)

and

TSILHQOT'IN NATION

as represented by: Alexis Creek Indian Band, Tl'etinqox-t'in Government Office, Stone Indian Band, Xeni Gwet'in First Nations Government and ?Esdilagh First Nations

and

TSILHQOT'IN NATIONAL GOVERNMENT (TNG)

as represented by the Executive Director and Tribal Chair

(Collectively referred to as the “Parties”)

WHEREAS

British Columbia and the Tsilhqot'in Nation have agreed to a Shared Vision for the development of a cooperative land and resource management framework agreement and this Agreement supports that Shared Vision.

British Columbia acknowledges that Aboriginal Rights exists within the Agreement Area and that this Framework Agreement is a bridging step to a potential reconciliation of rights, titles and interests.

The Parties acknowledge the Memorandum of Understanding between the Nemiah Valley Indian Band (now Xeni Gwet'in First Nations Government) and British Columbia respecting Ts'il?os Park and that this Agreement does not affect its spirit, intent or provisions.

The Engagement Process enabled through this Agreement is intended to provide the Tsilhqot'in Nation and British Columbia with a clear and equitable process for land and resource management engagements on Crown land.

This Agreement is intended to result in more effective understandings of accommodation options and ways of resolving land and resource disputes among the Parties.

This Agreement commits the Parties to utilizing its provisions in order to achieve reasonable outcomes and respectful and meaningful approaches to Aboriginal Rights on Crown land.

The Parties will approach the application of the Engagement Process with perspectives informed by the laws, traditions and culture of the Tsilhqot'in Nation, and by the laws of British Columbia.

The Parties recognize that the successful implementation of this Agreement, and the building of cooperative working relations, will depend upon their ability and willingness to recognize, explore and resolve differences, which arise between them.

The Parties have agreed to approach the Court Case Area, including any settlement options, as a separate matter to be addressed in subsequent government-to-government discussions or a Phase 2 Agreement.

Therefore, the Parties agree as follows:

1.0 DEFINITIONS

In this Agreement, including the Appendices:

"Aboriginal Rights" means asserted or determined aboriginal rights, including aboriginal title, as recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

"Agreement" means this Tsilhqot'in Framework Agreement including its Appendices which form parts of this agreement.

"Agreement Area" means the area of Crown land and engagement zones set out in Appendix C within which British Columbia will engage with the Tsilhqot'in Nation and the TNG in accordance with the Engagement Process in this Agreement.

"Applicant" means an individual, corporation or agency that makes an Application.

"Application" means an application, including the application document, any materials for amendment, renewal or replacement approvals, and all supporting information and material submitted by an applicant and received by one of the Provincial Agencies implementing this Agreement, and that is determined to require consultation.

"Business Day" means any day other than Saturday, Sunday, Lhats'as?in Memorial Day, National Aboriginal Day or a statutory holiday for the purposes of this Agreement.

“Court Case Area” means that area outlined and identified as the Engagement Zone D in Appendix C and that is set out for the purposes of implementing this Agreement, and for greater certainty is without prejudice to positions that Parties may take on this area in any legal proceedings or related negotiations.

“Engagement Information” means the information pertaining to the Application that the Originating Provincial Agency will provide to TNG in accordance with the requirements for each Engagement Level as set out in the Implementation Plan.

“Engagement Level” means the processes that the Parties will undertake for a given land or resources Application as set out in sections 3 to 8 in the Engagement Process.

“Engagement Process” means the process and principles set out in the Engagement Process in Appendix A which govern how the Parties will engage each other in terms of communications, consultations, shared decision-making and government-to-government relations related to land and resource management matters.

“Engagement Request” refers to a request from either the TNG or British Columbia to initiate an engagement process in accordance with the Engagement Process which may or may not be related to an Application.

“First Nations Initiatives Division” means that Division of the Integrated Land Management Bureau within the Ministry of Forests and Range.

“Implementation Plan” means the written implementation plan for this Agreement which the Parties will maintain as set out in section 3.8 and which is set out in Appendix D.

“Joint Resources Council” means the group of Provincial and Tsilhqot'in representatives set out in sections 2.7 to 2.11.

“Member Communities” means the Tsilhqot'in Nation communities that are party to this Agreement and include the following bands: Alexis Creek Indian Band, Tl'etinqox-t'in Government Office, Stone Indian Band, Xeni Gwet'in First Nations Government and, ?Esdilagh First Nations.

“Originating Provincial Agency” means the Provincial Agency that initiates an Engagement Request with the TNG under the Engagement Process or that is designated as the agency responsible for engaging with the TNG under the Engagement Process.

“Phase 2 Agreement” means a potential second framework agreement among the Parties that would replace this Agreement and that may be negotiated among the Parties during the term of this Agreement as envisioned in the Implementation Plan.

“Provincial Agency” means a provincial ministry, agency or office, including its Provincial Decision-Makers and any person who has authority or provincial direction to carry out aspects of consultation, and that:

1. is represented in this Agreement;

2. has authority to make decisions about provincial land or resource use; and
3. is in an agency listed in Appendix B.

“Provincial Decision Maker” means an official or designate of any Provincial Agency, with authority under Provincial legislation to make decisions with respect to an Application.

“Responsible Officials” mean the First Nations Initiative Division manager (Williams Lake) and the Manager of the Stewardship Department within TNG who:

1. are the primary points of contact for this Agreement;
2. have the authorities set out in sections 2.3, 2.6, 7.1, 8.6, Appendix B; and
3. will be accountable to their respective Parties’ representatives on all matters referred to in subsection (2) and will be required to demonstrate that accountability in writing.

“Senior Operational Forum” means the government-to-government forum made up of Tsilhqot'in and Provincial representatives set out in sections 2.12 to 2.15.

“Shared Vision” refers to the statement of intent that the Parties developed as a guide in the negotiations of this Agreement and as the basis for this Agreement.

“Tsilhqot'in Nation” means the Alexis Creek Indian Band, Tl'etinqox-t'in Government Office, Stone Indian Band, Xeni Gwet'in First Nations Government and ?Esdilagh First Nations.

“Tsilhqot'in Nation Council of Chiefs” means the executive committee of elected Chiefs for each of the five (5) Member Communities that have roles in this Agreement in sections 2.12-2.15 and the Engagement Process.

“Tsilhqot'in Stewardship Department” means the division of the Tsilhqot'in National Government that holds primary responsibility for communications and management of governmental engagements on behalf of TNG under the Engagement Process.

“TNG” means the Tsilhqot'in National Government which is a federally incorporated company (Registration Number 3234584) that works on behalf of the Tsilhqot'in Nation.

“TNG Portal” means the electronic information and communication system administered by the TNG through which Provincial Agencies send Engagement Requests.

2.0 GOVERNMENT-TO-GOVERNMENT FRAMEWORK

Tsilhqot'in Nation

- 2.1** The Member Communities together make up the Tsilhqot'in Nation and will participate in this Agreement through the TNG as described below.

Tsilhqot'in National Government

- 2.2** The Tsilhqot'in Nation agree that the TNG will represent the Tsilhqot'in Nation for the purposes of engagements under this Agreement, and has the following authorities and responsibilities:
 - 2.2.1** to implement the Engagement Process on behalf of the Tsilhqot'in Nation and to coordinate Member Communities' involvement in the implementation of the Engagement Process;
 - 2.2.2** to be accountable to the Member Communities for matters relating to the implementation and management of the Engagement Process over time; and
 - 2.2.3** to address potential disputes among Member Communities, or among Member Communities and the TNG, on a matter or Engagement Process subject to this Agreement.
- 2.3** The Manager of the Stewardship Department of the TNG will be the Responsible Official for the Tsilhqot'in Nation and for TNG and as such, will be the primary Tsilhqot'in point of contact for this Agreement, which includes dealing with matters related to implementation, interpretation, dispute resolution and amendments in accordance with the provisions of this Agreement.

Provincial Agencies

- 2.4** The Provincial Agencies listed in Appendix B will implement this Agreement in accordance with its provisions.
- 2.5** British Columbia, through the First Nations Initiatives Division and the Cariboo Managers Committee will seek to coordinate those engagements with the TNG that involve multiple Provincial Agencies prior to, and during, engagements with the TNG in an effort to reduce capacity demands on all Parties.
- 2.6** The First Nations Initiatives Division Manager (Williams Lake) will be the Responsible Official for British Columbia and as such will be the primary provincial point of contact for this Agreement, which includes dealing with matters related to implementation issues,

interpretation of this Agreement, dispute resolution and amendments in accordance with the provisions of this Agreement.

Joint Resources Council

- 2.7 The Parties will maintain a bilateral Joint Resources Council as a technical venue which will operate in accordance with this Agreement and the Engagement Process.
- 2.8 The Joint Resources Council will include provincial and Tsilhqot'in representatives and the number of representatives who may participate may vary depending on the matters raised by the Engagement Request or other topic the Joint Resources Council may address.
- 2.9 The Joint Resources Council will be co-chaired by the Responsible Official from the TNG and the Responsible Official from British Columbia.
- 2.10 The provincial representatives and Tsilhqot'in representatives on the Joint Resources Council will review the current terms of reference for the Joint Resources Council, and adjust it as required to ensure it is consistent with this Agreement, within 60 Business Days from the signing of this Agreement.
- 2.11 The Joint Resources Council will meet monthly, regardless of the status of any engagements under the Engagement Process, to share information and review the implementation of this Agreement.

Senior Operational Forum

- 2.12 The Parties will maintain a bilateral senior forum called the Senior Operational Forum which will operate in accordance with this Agreement and the Engagement Process and will act as the primary government-to-government forum among the Parties.
- 2.13 The Senior Operational Forum will meet regularly and will also meet as required under the Engagement Process in accordance with the following:
 - 2.13.1 The Senior Operational Forum will meet quarterly, regardless of the status of any engagements under the Engagement Process, to share information and review the implementation of this Agreement. The Parties acknowledge that decisions made amongst the Tsilhqot'in Nation and TNG, and within Provincial Agencies may differ, but the Parties are committed to addressing any differences and attempting to resolve them at meetings of the Senior Operational Forum. When the Senior Operational Forum is engaged in accordance with the Engagement Process, its membership will vary depending on the issue to be addressed and will be determined by the co-chairs.
 - 2.13.2 The Senior Operational Forum will include the Responsible Officials and depending on the matter to be addressed and as determined by the co-chairs of the Senior Operational Forum under section 2.14, could include provincial representatives of the

Cariboo Managers Committee or other senior Provincial officials, and representatives of the Tsilhqot'in Council of Chiefs, the TNG and Member Communities.

- 2.14 The Senior Operational Forum will be co-chaired by the chair of the Tsilhqot'in Nation Council of Chiefs, representing the Tsilhqot'in Nation, and the chair of the Cariboo Managers Committee, representing British Columbia. The co-chairs will determine the appropriate number of representatives of the Parties to attend any Senior Operational Forum meeting, and in determining the appropriate representatives, will consider the purpose of the Senior Operational Forum meeting and the nature of the matter being addressed by the Forum.
- 2.15 The co-chairs of the Senior Operational Forum and the Responsible Officials will develop terms of reference for the Senior Operational Forum, which are consistent with this Agreement, before 60 Business Days after the date of this Agreement.

3.0 TSILHQOT'IN & PROVINCIAL ENGAGEMENTS

- 3.1 The Provincial Agencies will engage with TNG on behalf of the Tsilhqot'in Nation in accordance with the Engagement Process when a Provincial Agency receives an Application applicable to the Agreement Area or otherwise is required to consult with, and where appropriate, accommodate the Tsilhqot'in Nation within the Agreement Area.
- 3.2 If a Provincial Agency determines it is required to consult with the Tsilhqot'in Nation in the Agreement Area on a proposed decision and that decision is not triggered by an Application made by a third party, the Provincial Agency will deal with the matter for the purposes of this Agreement, and will engage the TNG in accordance with the Engagement Process, as if the matter was subject to an Application. For greater certainty, for the purposes of implementing the Engagement Process, those types of proposed decisions requiring engagements with the TNG are to be interpreted as Applications, and the engagement provisions respecting Applications will apply in all respects to those proposed decisions.
- 3.3 The Parties acknowledge that engagements and consultation by the Provincial Agencies with the TNG on behalf of the Tsilhqot'in Nation in accordance with the Engagement Process will constitute the means by which Provincial Agencies will fulfill legal consultation obligations in relation to TNG and the Tsilhqot'in Nation with respect to Crown land in the Agreement Area and will provide the means by which potential accommodation options related to Aboriginal Rights may be identified by Provincial Agencies to assist them in fulfilling, where necessary, their legal accommodation obligations in relation to the Tsilhqot'in Nation.
- 3.4 For greater certainty, Provincial Agencies will not be required to consult with the Tsilhqot'in Nation or TNG in Crown land areas other than those set out in the Agreement Area.
- 3.5 During the term of this Agreement, Provincial Agencies will engage the Tsilhqot'in Nation in the Court Case Area in accordance with constitutional and common law obligations.

- 3.6 TNG will engage Provincial Agencies on behalf of Tsilhqot'in Nation in accordance with the principles and processes of the Engagement Process as it provides mechanisms for TNG to initiate and raise matters of interest with British Columbia.
- 3.7 When a Provincial Agency engages TNG in accordance with the Engagement Process in the Agreement Area, it will not be required to consult with, or to provide Engagement Requests to, Member Communities.
- 3.8 The Parties will maintain a written Implementation Plan for this Agreement and the Engagement Process which will direct the implementation of the Engagement Process. Over time, the Responsible Officials may amend the Implementation Plan, in response to their experiences with implementing this Agreement.

4.0 FUNDING

- 4.1 The Parties agree that this Agreement is of benefit to all Parties and that as a principle, the Parties agree to discuss any supplemental funding sources that may contribute to the implementation of the Agreement.
- 4.2 British Columbia will provide to TNG a total of \$320,000 for the first year to support the Tsilhqot'in Nation and TNG implementation of this Agreement in the first year of this Agreement as follows:
 - 4.2.1 \$160,000 to TNG after execution of this Agreement; and
 - 4.2.2 \$160,000 to TNG before the end of March 31st, 2010.
- 4.3 If the Parties do not reach a Phase 2 Agreement before the end of the term of this Agreement, British Columbia will provide to the TNG, \$470,000 in each of years two and three to maintain the implementation of the Phase 1 Agreement as follows:
 - 4.3.1 \$235,000 to TNG after one and two years from the date of execution of this Agreement; and
 - 4.3.2 \$235,000 to TNG before the end of March 31st, 2011 and 2012.
- 4.4 Tsilhqot'in Nation and TNG will make an application to the New Relationship Trust Fund, or other funding sources for financial support to assist with Tsilhqot'in Nation and TNG implementation of this Agreement and potentially any additional special projects related to this Agreement. British Columbia will support any application made by the Tsilhqot'in Nation and TNG. Any funding obtained from the New Relationship Trust Fund or other sources will be additional to the funding committed by British Columbia under section 4.2 and 4.3.
- 4.5 The funding under this Agreement constitutes the total provincial funding that British Columbia will provide to Tsilhqot'in Nation and TNG for consultation purposes within Engagement Zones A, B and C, except for potential engagement funding arrangements that may be negotiated under Engagement Level 5 of the Engagement Process.

4.6 Notwithstanding any other provision of this Agreement, the payments to be provided by British Columbia to TNG are subject to:

- 4.6.1 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any provincial fiscal year or part thereof when such payment is required, to make such payment; and
- 4.6.2 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.

5.0 SOCIO-ECONOMIC OBJECTIVES AND REVENUE SHARING

- 5.1 The Parties agree to pursue opportunities, in the form of negotiations relating to revenue sharing on new major resource development projects that may from time to time be proposed within the Agreement Area. Any such negotiations related to revenue sharing will be informed by the Provincial policy framework related to revenue sharing.
- 5.2 British Columbia and the Tsilhqot'in Nation agree to seek opportunities to bridge socio-economic gaps and enhance governmental relations through improved communication and collaboration.

6.0 REPRESENTATIONS AND WARRANTIES

- 6.1 British Columbia represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement.
- 6.2 The Tsilhqot'in Nation, as represented by the Chiefs of the Member Communities, represent and warrant that they have the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement.
- 6.3 The TNG, as represented by the Executive Director and Tribal Chair, represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in the Agreement.

7.0 AMENDMENT

- 7.1 The amendment process for the Agreement is as follows, except for amendments of a significant nature as referred to in section 7.2 and which are subject to section 7.3:
 - 7.1.1 the Responsible Officials must discuss any proposed amendment with their respective representatives of the Parties;

- 7.1.2 the Responsible Officials must exchange with each other in writing any proposed amendment to the Agreement and written documentation of their respective Parties' representatives' support for the proposed amendment; and
 - 7.1.3 the Responsible Officials have the authority to agree on the proposed amendments and to amend the Agreement in writing after following the process in subsections 7.1.1 and 7.1.2.
- 7.2 An amendment will be considered of a significant nature if it includes potential amendments respecting the following:
 - 7.2.1 a change in the Parties;
 - 7.2.2 the General Provisions;
 - 7.2.3 the funding provisions;
 - 7.2.4 the Agreement Area;
 - 7.2.5 the term of the Agreement; and
 - 7.2.6 other matters that the Responsible Officials agree should be of a significant nature and subject to section 7.2.
- 7.3 The amendment process for an amendment that is of a significant nature as referred to in section 7.1 is as follows:
 - 7.3.1 the Responsible Officials must carry out the process outlined in section 7.1;
 - 7.3.2 the Responsible Officials must present the proposed amendment to the Minister responsible for the First Nations Initiative Division (currently the Minister of Forests and Range) and to the Chair of the Tsilhqot'in Council of Chiefs; and
 - 7.3.3 the Minister Responsible for the First Nations Initiative Division, on behalf of British Columbia, and the Chair of the Tsilhqot'in Council of Chiefs, on behalf of Tsilhqot'in Nation and TNG, may agree on the proposed amendment, and they have the authority to amend the Agreement in writing on behalf of their respective Parties.

8.0 DISPUTE RESOLUTION

- 8.1 The Parties acknowledge that the Engagement Process is designed to mitigate, reduce or avoid disputes over land and resources management decision-making and should reduce any need for Parties to use formal dispute resolution mechanisms.
- 8.2 The dispute resolution process below applies to disputes arising out of the implementation or interpretation of this Agreement.

- 8.3 The Parties will endeavour to resolve issues or disputes that may arise about the Agreement or its implementation in a manner that fosters an improved, ongoing, and respectful government-to-government relationship between British Columbia, the TNG and the Tsilhqot'in Nation.
- 8.4 If the Parties are unable to reach an agreement or resolve a dispute respecting the interpretation or implementation of this Agreement, the applicable Parties may pursue any of the following:
 - 8.4.1 exchange in writing a full description of the impasse, together with their concerns and interests and the proposed specific actions that could be taken to address the concerns and interests;
 - 8.4.2 conduct a field visit if appropriate;
 - 8.4.3 use non-binding facilitation or mediation;
 - 8.4.4 forward the issue to the Responsible Officials for direction or assistance; or,
 - 8.4.5 seek other appropriate dispute resolution measures that may be appropriate for the nature of the dispute.
- 8.5 Where mediation or any other facilitated process is agreed upon, the Parties will agree to terms of reference for the specific process and will attempt to agree on their choice of mediator or facilitator. Whenever possible each Party will bear its own costs and share the joint costs of the mediation or facilitated process. However, the Parties may agree to alternative cost-sharing arrangements on a case-by-case basis. If the Parties agree to an alternative cost-sharing arrangement it will not result in any increase to the annual funding support provided under sections 4.2 - 4.6 inclusive.
- 8.6 If an issue for dispute resolution has been forwarded to the Responsible Officials, then:
 - 8.6.1 within 30 Business Days, officials of the applicable Provincial Agency and TNG will jointly hold a "learning forum" to inform the Senior Operational Forum of their respective concerns, interests, positions and recommendations; and
 - 8.6.2 the Responsible Officials will determine whether they will take responsibility for the resolution of the dispute or redirect or recommend other options for resolution.

9.0 TERMINATION

- 9.1 Either British Columbia, Tsilhqot'in Nation or the TNG may terminate this Agreement by giving the other Parties thirty (30) days advance written notice of the intent to terminate the Agreement and the reasons for terminating the Agreement.
- 9.2 The Tsilhqot'in Nation and British Columbia will exhaust all reasonable options through this Agreement to resolve any disagreement related to this Agreement, including the application of the dispute resolution provisions.

- 9.3 If the TNG, the Tsilhqot'in Nation or a Member Community chooses to bring any legal or administrative proceedings against British Columbia for inadequate consultation related to a provincial decision or action covered by this Agreement, that is a proceeding other than for a breach of this Agreement, such a proceeding may be grounds for terminating this Agreement.
- 9.4 If the Tsilhqot'in Nation or the TNG terminate this Agreement or if this Agreement terminates under section 9.1, TNG will pay to British Columbia any and all unspent funds provided by British Columbia in that provincial fiscal year for the implementation of this Agreement.

10.0 GENERAL PROVISIONS

- 10.1 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
- 10.2 This agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 on the *Constitution Act, 1982*.
- 10.3 This Agreement is not intended to:
 - 10.3.1 create, amend, define, affirm, recognize, abrogate or derogate from any aboriginal rights or title of the Tsilhqot'in Nation which are recognized and affirmed by section 35 (1) of the *Constitution Act, 1982*;
 - 10.3.2 change or affect the position either Party has, or may have, regarding its jurisdiction, responsibilities and decision making authority or be interpreted in a manner that would unlawfully interfere with that decision-making authority;
 - 10.3.3 limit the positions any Party may take in any legal or administrative proceedings or in any discussions, negotiations, or other forum; or
 - 10.3.4 constitute any admission of fact or liability.
- 10.4 This Agreement may be executed in counterparts and by facsimile by the Parties.
- 10.5 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.
- 10.6 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 10.7 If any part of this Agreement is void or unenforceable at law, it shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 10.8 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective

interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement. The Parties may agree to refer the matter to an agreed-to dispute resolution process.

- 10.9 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, or explain the scope, extent or intent of this Agreement or any of its provision.
- 10.10 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 10.11 The use of the word "including" is to be read as not limiting the generality of the preceding term or phrase.
- 10.12 In this Agreement, any reference made to a statute includes all regulations made under that statute and any amendments or replacements.
- 10.13 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Parties unless such waiver is expressed in writing by the Parties.
- 10.14 All references in this Agreement to a designated "Section," "Sub-section" or other subdivision are to the designated section, sub-section or other subdivision of, this Agreement.
- 10.15 All references in an appendix to this Agreement to a designated "Section," "Sub-section" or other subdivision are to the designated section, sub-section or other subdivision of that Appendix, unless stated otherwise.
- 10.16 Where this Agreement contains a reference to a number of days between two events, in calculating the number of days the day on which the first event happens is excluded and the day on which the second event happens is included.
- 10.17 Time is of the essence.
- 10.18 The following Appendices are attached to and form part of this Agreement:

Appendix A Engagement Process

Appendix B Provincial Agencies

Appendix C Map of area covered by Agreement

Appendix D Implementation Plan

11.0 TERM

- 11.1 The term of this Agreement is three years from the date of this Agreement.

11.2 The Parties acknowledge the shared understanding that the scope of the Agreement may be expanded, and efforts will be made to negotiate a Phase 2 Agreement among the Parties before the end of the term of this Agreement.

12.0 NOTICE

12.1 Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:

- a) by delivery to the address of the Party set out below, on the date of delivery; or
- b) by pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered; or
- c) by facsimile, to the facsimile number of the Party set out in this Agreement, on the date the facsimile is sent.

The address and facsimile numbers of the Parties are:

i. TNG:

#253 Fourth Av. North
Williams Lake, BC
V2G 4T4
Phone: 250-392-3918
Fax: 250- 398-5798

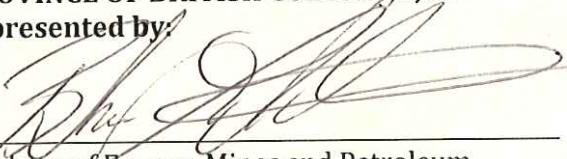
ii. Tsilhqot'in Nation Member Communities

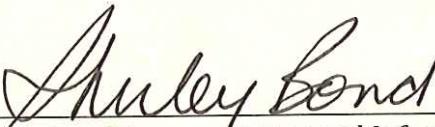
c/o Tribal Chair
#253 Fourth Av. North
Williams Lake, BC
V2G 4T4
Phone: 250-392-3918
Fax: 250- 398-5798

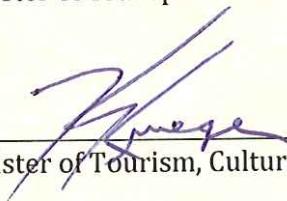
iii. British Columbia:

Integrated Land Management Bureau
First Nations Initiatives Division
Williams Lake, BC
V2G 1Z6
Phone: 250-398-4579
Fax: 250- 4417

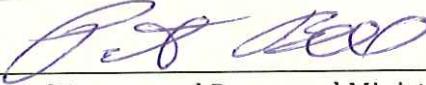
HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as
represented by:

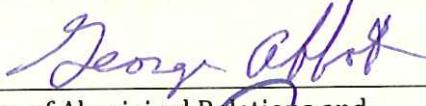

Minister of Energy, Mines and Petroleum
Resources

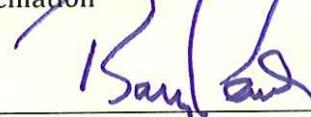

Minister of Transportation and Infrastructure


Minister of Tourism, Culture, and the Arts

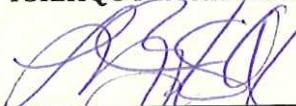

Minister of Agriculture and Lands

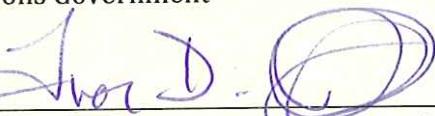

Minister of Forests and Range and Minister
Responsible for the Integrated Land
Management Bureau

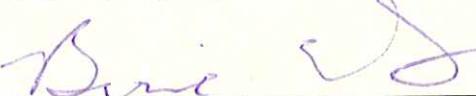

Minister of Aboriginal Relations and
Reconciliation


Minister of Environment

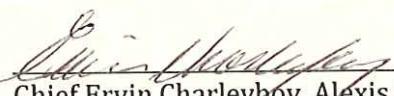
TSILHQOT'IN NATION as represented by:


Chief Marilyn Baptiste, Xeni Gwet'in First
Nations Government

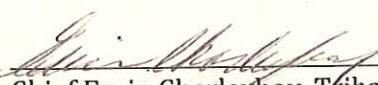

Chief Ivor D. Myers, Stone Indian Band

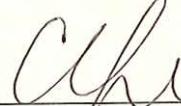

Chief Bernie Elkins, ?Esdilagh First Nations


Chief Joe Alphonse, Tl'etinqox-t'in Government
Office


Chief Ervin Charleyboy, Alexis Creek Indian Band

TSILHQOT'IN NATIONAL GOVERNMENT as
represented by:


Chief Ervin Charleyboy, Tribal Chair Tsilhqot'in
National Government


Crystal Veraeghe, Executive Director Tsilhqot'in
National Government

Appendix A - Engagement Process

1.0 INTERPRETATION

- 1.1 The terms used in this Appendix have the same meaning as the Tsilhqot'in Framework Agreement, except where otherwise indicated.

2.0 GENERAL ENGAGEMENT PROVISIONS

- 2.1 When Provincial Agencies become aware that they will be receiving Applications from third party Applicants, they will encourage those third parties to provide relevant information related to the Application and their planned activity to TNG directly before submitting an Application to a Provincial Agency for the purposes of helping TNG identify potential issues early and for facilitating more effective engagements under the Engagement Process.
- 2.2 The Parties acknowledge that the level of information shared between third party Applicants and TNG, and provided to a Provincial Agency upon submission of an Application, will in part determine the resulting Engagement Level that will occur under the Engagement Process.
- 2.3 When an Originating Provincial Agency engages TNG under the Engagement Process, the Originating Provincial Agency will:
 - 2.3.1 determine the appropriate Engagement Level for the Application in accordance with the Engagement Process Criteria Table in section 9.0 of this Appendix based on:
 - 2.3.1.1 the Engagement Zone the Application falls within (Step 1 of the Engagement Process Criteria Table); and
 - 2.3.1.2 a determination of which set of criteria best describes the potential impacts associated with the Application (see Step 2 of the Engagement Process Criteria Table);
 - 2.3.2 explicitly denote the appropriate Engagement Level on the Engagement Request; and

- 2.3.3 provide to the Tsilhqot'in Stewardship Department through the TNG Portal the Engagement Request and the appropriate Engagement Information in accordance with the Matrix Criteria Table.
- 2.4 If an Application overlaps with more than one engagement zone, the majority of the Application area will determine which engagement zone applies, and the Engagement Level will be determined in accordance with the Engagement Process Criteria Table.
- 2.5 The Parties will establish an Engagement Screening Committee for the first year of this Agreement, then meeting subsequently on an as needed basis, to assist the Parties with implementing and adapting the Engagement Process. The process for the Engagement Screening Committee is set out in the Implementation Plan.
- 2.6 The Engagement Screening Committee will be comprised of a minimum of 1 Provincial staff, 1 TNG staff and 1 Member Community representative.
- 2.7 Notwithstanding the timelines set out in the Engagement Level provisions below, the running of time in any Engagement Level process may be postponed for the period of time between:
 - 2.7.1 the TNG notifying in writing the provincial Responsible Official with a request that the Engagement Steering Committee review the Originating Provincial Agency's proposed denotation of the Engagement Level for the Application; and
 - 2.7.2 the Engagement Steering Committee notifying in writing the TNG and Originating Provincial Agency of the Committee's conclusion on the appropriate Engagement Level for the Application;and such period of time must not exceed five (5) Business Days for those Engagement Requests denoted as Level 1, and ten (10) Business Days for those Engagement Requests denoted as Level 2 or 3.
- 2.8 If, under section 2.7.1 a higher Engagement Level is requested by the TNG, the TNG will provide the Originating Provincial Agency with reasons and relevant information on potential impacts to Aboriginal Rights in relation to the proposed Application or Engagement Request.
- 2.9 The goal for decisions of the Engagement Screening Committee on appropriate Engagement Levels for specific Applications or Engagement Requests will be for decisions to be made on the basis of consensus.
- 2.10 If the representatives on the Engagement Screening Committee cannot reach consensus on the appropriate Engagement Level, the original Engagement Level noted on the Engagement Request pursuant to section 2.3.2 will be increased by one level.

- 2.11 The Parties agree that the Engagement Process requires the open and transparent sharing of both Provincial and Tsilhqot'in information. When gaps in the available information impede the fulfillment of work under an Engagement Level, the Parties will collaboratively seek a clear understanding of the information gaps and discuss strategies to fill those gaps with other available information as appropriate.
- 2.12 If an Application or Engagement Request falls within more than one Engagement Zone that includes Engagement Zone D, Provincial Agencies will consult with the Tsilhqot'in in accordance with constitutional and common law obligations consistent with section 3.5 in the Agreement. The TNG will not be required to use funding provided under section 4.2 - 4.6 of this Agreement to address Engagement Requests in Engagement Zone D.

3.0 ENGAGEMENT LEVEL 1

- 3.1 After receiving an Engagement Request marked as Engagement Level 1, the Tsilhqot'in Stewardship Department will coordinate with Member Communities as required and may prepare a response to the Originating Provincial Agency within fifteen (15) Business Days of the Tsilhqot'in Stewardship Department receiving the Engagement Request. The response may include any Tsilhqot'in interests related to the Application.
- 3.2 The Provincial Decision Maker may make a decision on the Application after the expiry of the fifteen (15) business days of the Tsilhqot'in Stewardship Department receiving the Engagement Request, unless the Originating Provincial Agency and the TNG agree to an extension of time for further Tsilhqot'in review, in which case, the Provincial Decision Maker may make a decision after the expiry of the extension period.
- 3.3 If the TNG provided comments in relation to the Engagement Request under section 3.1, the relevant Provincial Decision Maker or the Originating Provincial Agency will notify the Tsilhqot'in Stewardship Department in writing of the decision made regarding the proposed Application subject to the Engagement Request under section 3.1.

4.0 ENGAGEMENT LEVEL 2

- 4.1 After receiving an Engagement Request marked as Engagement Level 2, the Tsilhqot'in Stewardship Department will coordinate with Member Communities as required and may prepare a response to the Originating Provincial Agency within twenty-five (25)

business days of receiving the Engagement Request describing any Tsilhqot'in interests related to the Application.

- 4.2 The Provincial Decision Maker may make a decision on the Application:

4.2.1 before the expiry of the twenty-five (25) Business Days of the Tsilhqot'in Stewardship Department receiving the Engagement Request if the TNG indicate in writing that they have no concern with, or no position on, the Application; or

4.2.2 after the expiry of the twenty-five (25) Business Days of the Tsilhqot'in Stewardship Department receiving the Engagement Request, unless the Originating Provincial Agency and the TNG agree to an extension of time for further review based on the information that the TNG provides, in which case, the Provincial Decision Maker may make a decision after the expiry of the extension period.

- 4.3 If the TNG provided comments under section 4.1, the relevant Provincial Decision Maker or Originating Provincial agency will notify the Tsilhqot'in Stewardship Department in writing of the decision made regarding the proposed Application subject to the Engagement Request under s. 4.1, including details of any measures taken to respond to Aboriginal Rights raised during the engagement process.

5.0 ENGAGEMENT LEVEL 3

- 5.1 After receiving an Engagement Request marked as Engagement Level 3, the Tsilhqot'in Stewardship Department will coordinate with Member Communities as required.
- 5.2 Within ten (10) Business Days of receiving the Engagement Request under section 5.1 of this Appendix, the TNG will provide a written response to the Originating Provincial Agency outlining their interests related to the Application and indicating whether or not they require a meeting or any further engagement to discuss the Application.
- 5.3 If the response in section 5.2 of this Appendix indicates that a meeting is not required, the Provincial Decision Maker may make a decision on the Application unless the Originating Provincial Agency and the TNG agree to an extension of time for further Tsilhqot'in review, in which case, the Provincial Decision Maker may make a decision after the expiry of the extension period.
- 5.4 If a meeting is required, the following will occur:

- 5.4.1 the Originating Provincial Agency and the TNG will jointly organize a meeting to occur within twenty (20) Business Days of the TNG receiving the Engagement Request;
 - 5.4.2 The TNG may coordinate the potential involvement of Member Communities in advance of the meeting; and
 - 5.4.3 Tsilhqot'in Stewardship Department staff, Member Community staff, and staff of the Originating Provincial Agency will meet to discuss the Application and the written comments received under section 5.2 of this Appendix with the intent to produce the following:
 - 5.4.3.1 a clear understanding of the Tsilhqot'in Nation position on the Application;
 - 5.4.3.2 all points on the proposed Application that are agreed to and where consensus may be achievable;
 - 5.4.3.3 all points where the TNG and the Originating Provincial Agency do not agree;
 - 5.4.3.4 an outline of Tsilhqot'in interests that relate to the Application; and
 - 5.4.3.5 all options, mitigations, and potential accommodation measures available that may result in agreement between the meeting participants.
- 5.5 At the conclusion of the meeting, staff of the Originating Provincial Agency and the TNG will inform, either separately or together, the applicable Provincial Decision Maker of the outcome of the meeting and any recommended course of action related to the Application.
- 5.6 The Provincial Decision Maker may make a decision on the Application after the expiry of (40) Business Days of the Tsilhqot'in Stewardship Department receiving the Engagement Request, unless the Originating Provincial Agency and the TNG agree to an extension of time for further Tsilhqot'in review, in which case, the Provincial Decision Maker may make a decision after the expiry of the extension period.
- 5.7 If the TNG provide comment under section 5.2, or undertake one of the processes outlined in sections 5.3 or 5.5 then, after a decision is made, the applicable Provincial Decision Maker or the Originating Provincial Agency will notify the Tsilhqot'in Stewardship Department in writing about the decision made with respect to the Application, including details of any measures taken to respond to Aboriginal Rights raised in the meeting or during the engagement process.

6.0 ENGAGEMENT LEVEL 4

- 6.1 After receiving an Engagement Request marked as Engagement Level 4, the Tsilhqot'in Stewardship Department will coordinate with Member Communities as required in preparation for a meeting of the Joint Resources Council.
- 6.2 The Tsilhqot'in Stewardship Department and the Originating Provincial Agency will coordinate a meeting of the Joint Resources Council to occur within fifteen (15) Business Days of the Tsilhqot'in Stewardship Department receiving the Engagement Request.
- 6.3 At the initial meeting of the Joint Resources Council, it will establish a sub-committee comprised of TNG and Provincial representatives to deal with particular Engagement Requests and to carry out specific collaborative processes. The Joint Resources Council will provide direction to the sub-committee at the initial meeting.
- 6.4 The sub-committee will undertake a structured examination of the Application and Tsilhqot'in interests in the development of any recommendations and in the process, will:
 - a) carry out a fulsome examination of the technical details of the proposed Application and its potential impacts on Tsilhqot'in Nation interests; and
 - b) pursue potential consensus recommendations.
- 6.5 Within twenty (20) Business Days of the sub-committee being established under section 6.3, the sub-committee will report its findings or recommendations to the Responsible Officials for consideration prior to further action under sections 6.6, 6.7 or 6.8 of this Appendix.
- 6.6 Within five (5) Business Days of the Responsible Officials receiving the sub-committee's recommendation or findings, the Responsible Officials will prepare recommendations based on the sub-committee's report under section 6.5 for presentation to the Joint Resources Council. Recommendations may be delivered to the Joint Resources Council electronically.
- 6.7 If the Joint Resources Council produces a consensus recommendation, the Responsible Officials or representatives will present that recommendation to the applicable Provincial Decision Maker and applicable Tsilhqot'in representative prior to a final decision on the Application.
- 6.8 If the Joint Resources Council does not produce a consensus recommendation, then within twenty (20) business days of the Responsible Officials receiving the sub-committee's report under section 6.5 of this Appendix, the Senior Operational Forum will

be engaged. The Senior Operational Forum will include senior provincial staff from the Originating Provincial Agency, which may be the applicable Provincial Decision Maker or a senior representative of the Provincial Decision Maker, and one or more designate Tsilhqot'in Nation Chief or other senior Tsilhqot'in representatives. They will undertake a structured examination of the recommendations developed through the Joint Resources Council and in the process, will:

- 6.8.1 document all points of the matter that are agreed;
 - 6.8.2 identify specific points where the Joint Resources Council recommendations depart from consensus;
 - 6.8.3 examine each option and potential accommodation measures to clarify and develop shared understandings of the possibilities for eliminating any gaps in consensus;
 - 6.8.4 document the basis for any consensus reached by the relevant Provincial Decision Maker and the Tsilhqot'in Nation designate Chief(s); and
 - 6.8.5 communicate the consensus, options or recommendations to the relevant Tsilhqot'in Nation Chief or Provincial Decision Maker if the relevant Chief or Provincial Decision Maker were not directly involved in the Senior Operational Forum meeting.
- 6.9 The Provincial Decision Maker may make a decision on the Application after the expiry of sixty (60) business days of the Tsilhqot'in Stewardship Department receiving the Engagement Request, unless the Originating Provincial Agency and the TNG agree to an extension of time for further review based on the information that the TNG provides, in which case, the Provincial Decision Maker may make a decision after the expiry of the extension period.
 - 6.10 The relevant Provincial Decision Maker or the Originating Provincial agency will notify the relevant Tsilhqot'in Nation Chief and TNG in writing of its decision regarding the Application, including details of any measures taken to respond to Aboriginal Rights raised in the meeting or during the engagement process.

7.0 ENGAGEMENT LEVEL 5

- 7.1 The Parties agree that:

- 7.1.1 Engagements Levels 1 to 4 do not apply to environmental assessments undertaken pursuant to the *Environmental Assessment Act*;

- 7.1.2 environmental assessments of projects will remain subject to applicable laws, including the Crown's duty to consult and accommodate; and
- 7.1.3 this Agreement does not affect or prejudice any Party's position or views on environmental assessment processes or the Crown's duties in respect of environmental assessments.

8.0 TSILHQQT'IN NATION ENGAGEMENT

- 8.1 The TNG may present Engagement Requests from the Member Communities to the Joint Resources Council where, by agreement, the Joint Resources Council co-chairs may further develop the information in the Engagement Request, or endorse the Engagement Request for presentation to the Cariboo Managers Committee.
- 8.2 Within thirty (30) Business Days of the Joint Resources Council co-chairs receiving the Engagement Request under section 8.1, the Cariboo Managers Committee will provide a written response to the Responsible Officials that:
 - 8.2.1 indicates their ability to address the substance of the Engagement Request jointly with the TNG and requests a recommendation from the Joint Resources Council; or
 - 8.2.2 requests a meeting of the Senior Operational Forum to discuss how the Engagement Request could be addressed including a process to elevate the Engagement Request to the appropriate authority.
- 8.3 If the Cariboo Managers Committee indicates an ability to address the Engagement Request under section 8.2, the Joint Resources Council will prepare a recommendation and present it to the Cariboo Managers Committee within thirty (30) Business Days of receiving notice from the Cariboo Managers Committee. After consideration of the Joint Resources Council recommendation, the Cariboo Managers Committee will then communicate the outcome of the Engagement Request to TNG and the Tsilhqot'in Council of Chiefs.
- 8.4 If the Cariboo Managers Committee requests a meeting of the Senior Operational Forum to discuss the Engagement Request under section 8.2, then:
 - a) the Senior Operational Forum will meet within thirty (30) Business Days of the meeting request being sent by the Cariboo Managers Committee and will discuss the Engagement Request in accordance with the process set out in section 6.8; and

- b) the Cariboo Managers Committee will communicate, in writing, the outcomes of the Engagement Request to the TNG and the Tsilhqot'in Nation Council of Chiefs within thirty (30) Business Days of the Senior Operational Forum meeting.

9.0 ENGAGEMENT PROCESS CRITERIA TABLE

- 9.1 The Engagement Process Criteria Tables which contains criteria for determining the appropriate Engagement Level and for determining the appropriate Engagement Information is as follows.

Engagement Process Criteria Table

STEP 1: Determine which Engagement Zone the activity occurs within (see Appendix D)	
Zone A - Engagement Level 1 applies only if the activity or Application meets the criteria for Engagement Level 4. If the Level 4 Criteria are not met, no Engagement is required.	
Zone B - Engagement Level is determined according to the criteria set out below.	
Zone C - Engagement Level is determined according to the criteria set out below.	
Zone D – is the Court Case Area, and pursuant to section 3.5 of the Agreement, engagement will occur in accordance with constitutional and common law obligations.	
STEP 2: Review activity Criteria to determine the Engagement Level and the appropriate Engagement Information to send (if necessary after Step 1)	
Level 1: Criteria	Level 1: Engagement Information
<ul style="list-style-type: none"> • No perceived impact on aboriginal rights • Low to nil new physical impact on land • Long standing replacements of existing tenures that created no previous impact on aboriginal rights or title claims • Maintenance of existing infrastructure • Already subject to information exchange that demonstrates agreement between TNG and proponent 	<ul style="list-style-type: none"> - Primary contact in government - Shapefile that describes location of activity - Description of activity - Timeline for engagement process - Nature and statute of authorization

Level 2: Criteria	Level 2: Engagement Information
<ul style="list-style-type: none"> • Low physical impact • Low wildlife impact • No significant land alienation or restrictions on First Nations access • Moderate land alteration in heavily developed landscape • Non-mechanized disturbance 	<ul style="list-style-type: none"> - Primary contact in government - Shapefile that describes location of activity - Description of activity - Timeline for engagement process - Nature and statute of authorization - Description of known Tsilhqot'in interests in area
Level 3: Criteria	Level 3: Engagement Information
<ul style="list-style-type: none"> • Potential wildlife impacts • Moderate land alteration • Low intensity mechanized disturbance • Land alteration not significant in undeveloped landscape • Minor regulatory change 	<ul style="list-style-type: none"> - Primary contact in government - Shapefile that describes location of activity - Description of activity - Timeline for engagement process - Nature and statute of authorization - Description and analysis of potential wildlife impacts - Description of known Tsilhqot'in interests in area
Level 4: Criteria	Level 4: Engagement Information
<ul style="list-style-type: none"> • Significant wildlife impacts • Significant new irreparable land alteration • Land alteration significant in undeveloped landscape • New access structure in undeveloped landscapes • Key areas within community areas • Aboriginal activities potentially displaced/irreplaceable 	<ul style="list-style-type: none"> - Primary contact in government - Shapefile that describes location of activity - Description of activity - Timeline for engagement process - Nature and statute of authorization - Description and analysis of potential wildlife impacts - Description of known Tsilhqot'in interests in area
Level 5: Criteria	Level 5: Engagement Information
<ul style="list-style-type: none"> • Environmental assessments undertaken pursuant to the <i>Environmental Assessment Act</i> 	<ul style="list-style-type: none"> - See Engagement Level 5 in section 7.0 of the Engagement Process
TNG Initiated: Criteria	TNG Initiated: Engagement Information
<ul style="list-style-type: none"> • Strategic Level Issues • Nation Level implications • Considers neighbouring First Nations interests 	<ul style="list-style-type: none"> - Applicable Provincial Agencies - Shapefile that describes location of activity or proposal - Description of proposal/request

Appendix B – Provincial Agencies

Ministry of Aboriginal Reconciliation and Relations

Ministry of Agriculture and Lands

Ministry of Energy, Mines and Petroleum Resources

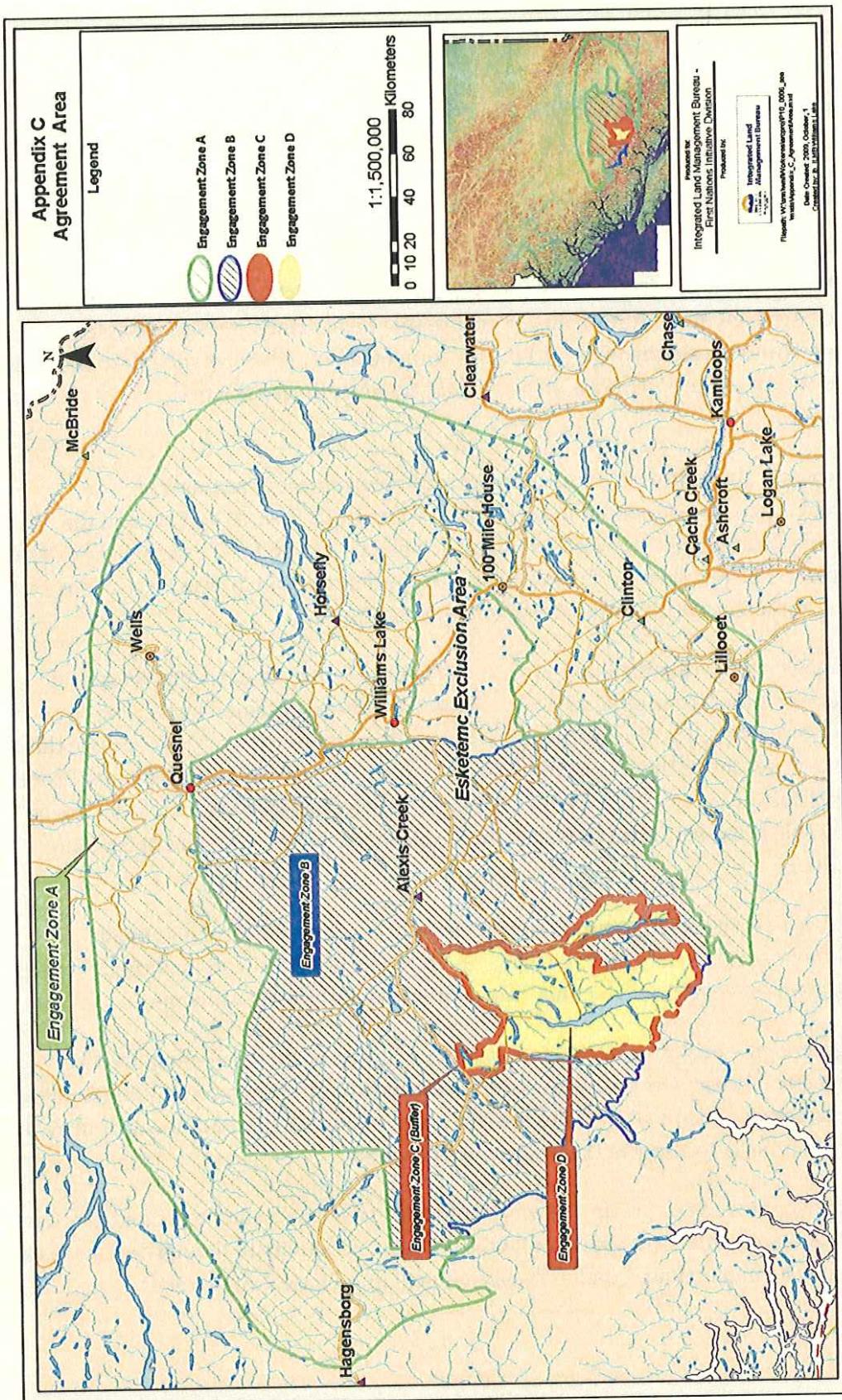
Ministry of Environment

Ministry of Forests and Range

Integrated Land Management Bureau

Ministry of Tourism, Culture and the Arts

Ministry of Transportation and Infrastructure



Appendix D - Implementation Plan

The Definitions in the Agreement apply to this Implementation Plan.

1.0 Phase 1 Implementation Provisions

- A) The TNG Portal administrator and the Tsilhqot'in Stewardship Department will work with the Agreement working group to ensure that Provincial Agencies are able to submit Engagement Requests through the Portal within 60 days of Agreement and to develop specific forms and protocols for all Provincial Agencies during the first year of this Agreement.
- B) The Parties will monitor the implementation of the Agreement against the implementation targets set out in section 2.0 of this Implementation Plan and the Shared Vision. An evaluation framework will be developed within 90 Days after the date of this Agreement. The results of such monitoring and evaluation will inform discussions on a Phase 2 Agreement or any amendments to this Agreement.
- C) The Engagement Screening Committee will track the results of decisions on specific Engagement Levels for Applications in a database to be maintained by the First Nations Initiatives Division. The Engagement Screening Committee will work to populate this database to automate the Engagement process and to adjust to the Engagement Process Criteria Table in section 9.0 as required. It is acknowledged that the TNG will have an ongoing role in the setting of Engagement Levels through the Engagement Screening Committee.
- D) During the first year of Agreement the Parties will examine the timelines in all Engagement Levels in an effort to reduce them. A specific examination of the timelines for Engagement Level 1 will be undertaken after 6 months from Agreement.
- E) The Agreement working group will discuss the addition of spatial elements to the Engagement Process. The goal of these discussions is to produce a comprehensive map of the Agreement Area that includes specific areas of importance and that may provide additional criteria to apply in the Engagement Process.
- F) The Agreement working group will work collaboratively to develop tools and processes to help assess cumulative impacts of land and resource activity in the Agreement Area which may be implemented under this Agreement or a Phase 2 Agreement.

2.0 Phase 1 Implementation Targets

Implementation Period 12 Month Targets

Implementation Targets for Engagement Process Refinement:

- Activity criteria refined, if needed;
- Activity database under development;
- Spatial elements under development;
- Engagement Screening Committee effort reduced by 60%

Implementation Period 12 to 24 Month Targets

Implementation Targets for Engagement Process Refinement:

- Activity database complete;
- Engagement Screening Committee used only as needed;
- Spatial elements substantially incorporated;
- Cumulative impact tools under development.

Court Case Area Inclusion:

- Discussion initiated.

Implementation Period 24 to 36 month Targets

Implementation Targets for Engagement Process Refinement:

- Engagement process automated;
- Engagement Screening Committee used only as needed;
- Spatial elements substantially incorporated;
- Cumulative impact tools being used.

Court Case Area Inclusion:

- Determination on inclusion or process to include area in Phase 2 Agreement identified.

3.0 Phase 2 Negotiations

A) The working group representatives have agreed to explore the requirements for including the Court Case Area in a Phase 2 Agreement. The Parties acknowledge that Aboriginal rights, including Aboriginal Rights to hunt, trap and trade and catch wild horses are critical issues that must be addressed in any Phase 2 Agreement.

The Parties are committed to initiate discussions between the Chief and Council of the Xeni Gwet'in First Nation, the TNG and British Columbia to determine the requirements

for incorporating the Court Case Area into a Phase 2 Agreement. These discussions will be without prejudice to the ongoing litigation process, or to the position of the Tsilhqot'in Nation on their Aboriginal Rights.

B) The Parties will make all reasonable efforts to continue discussions between the Chief and Council of the Toosey Indian Band, the TNG and Responsible Official for British Columbia to determine the requirements for including the Toosey Indian Band into this Agreement, or a Phase 2 Agreement as soon as possible.