



GITANYOW HUWILP RECOGNITION AND RECONCILIATION AGREEMENT -

BETWEEN

GITANYOW NATION, as represented by the Gitanyow Hereditary Chiefs, and the Gitanyow Huwilp Society ("Gitanyow")

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by
the Minister of Aboriginal Relations and Reconciliation and
the Minister of Forests, Lands and Natural Resource Operations ("British Columbia")

(Each a "Party" and collectively the "Parties")

WHEREAS

- A. The Gitanyow peoples comprise eight historic Wilp, which are the social, political and governing units of the Gitanyow, and are collectively known as the Gitanyow Huwilp.
- B. This Reconciliation Agreement is a bridging step towards reconciliation and a constructive step towards creating a positive and enduring relationship between the Gitanyow and British Columbia.
- C. The Parties recognize that the successful implementation of this Reconciliation 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.
- D. This Reconciliation Agreement is in the spirit of the New Relationship and the Transformative Change Accord.
- E. The Parties agree to focus on Shared Decision Making respecting lands and natural resources on Gitanyow Lax'yip and other collaborative arrangements including socio-economic matters.

- F. This Reconciliation Agreement will be implemented by each of the Parties in accordance with their respective laws, policies, customs, traditions and their decision-making processes and authorities.

THE PARTIES AGREE AS FOLLOWS:

Part 1: General

1.0 Definitions

- 1.1. In this Reconciliation Agreement and any Schedule to this Agreement:

“Aboriginal Interests” means aboriginal rights and/or title;

“Aboriginal Rights” means asserted or determined aboriginal rights, including aboriginal title, as recognized and affirmed under section 35 of the *Constitution Act, 1982*;

“Adawaak” record the history of each Wilp, including the origin of Wilp members, crests (Ayuuks), leadership, acquisition and rights and authority over its territories and resources (Gitanyow Lax'yip);

“Ayookxw” is Gitanyow law; among other things the Ayookxw govern the ownership of Gitanyow land and resources, conduct of the Li'ligit (feast), relationships with one another and inheritance; the Ayookxw are founded on knowledge, experience and practice which are thousands of years old and are recounted in the Adawaak and Ayuuks; the Ayookxw are affirmed and confirmed through testimony on the Adawaak and the Li'ligit; new Ayookxw may be adopted in order to meet new and evolving challenges of the contemporary world; the Ayookxw ensure peace and order for the Huwilp and includes the *2009 Gitanyow Constitution*;

“Biodiversity Area” means old growth management areas, wildlife habitat areas, ungulate winter range, water management units, ecosystem networks as set out in Schedules A and B that retain the landscape in a predominately natural condition, while allowing specified resource use consistent with Management Objectives;

“Effective Date” means March 28, 2012, the date upon which the Reconciliation Agreement was first signed by representatives of all eight Gitanyow Wilp and by representatives of British Columbia;

“Engagement Framework” means the processes for sharing information, discussions, and seeking consensus on recommendations respecting specific Land and Resource Decisions as set out in Appendix 1 of Schedule C of this Agreement;

“Gitanyow Lax'yip” means the traditional territory of Gitanyow as shown on Schedule A;

“Gitanyow Lax'yip Land Use Plan” or **“GLLUP”** means the land use designations, Land Use Zones and Management Objectives as set out in Schedules A and B of this Agreement developed by the Parties through a

collaborative process for the Gitanyow Lax'yip which overlaps with British Columbia's Sustainable Resource Management Plans for the Nass South, Cranberry and, to a limited extent, Kalum and Kispiox planning areas;

"Gitanyow" or **"Gitanyow Nation"** means the eight Gitanyow Wilp, collectively the Huwilp, being the Gitanyow houses of Gwass Hlaam, Wii'litsxw, Malii, Haizimsque, Gamlaxyeltxw, Gwinuu, Watakhayetsxw and Luuxhon;

"Gitanyow Huwilp Society" means a Society incorporated under the *BC Society Act*, R.S.B.C. 1996, c.422, which is the administrative body for the Gitanyow Hereditary Chiefs;

"Government to Government" means formal opportunities for bilateral discussions between the Parties which seek to resolve land use and resource management issues and includes the bilateral discussions between the Parties held pursuant to this Reconciliation Agreement which seek to foster a cooperative relationship amongst the Parties related to land use and resource policy, planning and management, including implementation of this Reconciliation Agreement;

"Gwelx ye'enst" means the exercise of what Gitanyow holds to be their rights and responsibility to hold, protect and pass on the land in a sustainable manner from generation to generation, including the process of developing the Gitanyow Lax'yip Land Use Plan;

"Ha'nii tokxw" means "our food table" and is the Gitanyow designation that encompasses the land, water, air and all resources associated with Hanna Tintina and the Biodiversity Areas set out in Schedules A and B, which retains the landscape in a predominantly natural condition and, from the Gitanyow perspective, is intended to maintain and enhance the availability of Gitanyow foods, and protect the water that is the lifeblood of the Gitanyow Lax'yip;

"Hanna Tintina" means the protected area as shown on Schedule A and described in Schedule B;

"Joint Resources Council" means the technical body established under the Gitanyow Forestry Agreement, and continued under Schedule C of this Reconciliation Agreement;

"Joint Resources Governance Forum" or "JRGF" means the political body established under Schedule C of this Reconciliation Agreement;

"Land and Resource Decision" means strategic, administrative or operational decisions related to land and resource use, which may impact Gitanyow Aboriginal Rights including plans, approvals or renewals of tenures, certificates, permits, or other authorizations;

"Land Use Zone" means an area of land as shown on Schedule A that has been given strategic land and resource management direction distinct from adjacent areas;

“Management Area” means an identified geographic area with distinct values that require the establishment of distinct objectives to address those values, within a broader Land Use Zone;

“Management Objective” means a clearly articulated description of a measurable standard, desired condition, threshold value, amount of change or trend to be achieved for a specific resource value, feature or attribute; Management Objectives may have general application across the planning area or apply only to specific areas; Management Objectives encompass all text under the headings “objective”, “measure/indicator” and “targets” in Schedule B;

“Monitor” refers to the Gitanyow Lax’yip Land Use Monitor established pursuant to section 12.2;

“Reconciliation Agreement” means this Gitanyow Huwilp Reconciliation and Reconciliation Agreement;

“Renewal Date” means the date upon which this Reconciliation Agreement is renewed and approved by the Parties;

“Shared Decision-making” means the collaborative processes set out in this Agreement;

“Simgigyet and Sigidimhanak” are the Gitanyow Hereditary Chiefs (the former are male Chiefs and the latter are female Chiefs and matriarchs) which include the head Chiefs and the wing Chiefs for each Gitanyow Wilp;

“Sustainable Resource Management Plan” (“SRMP”) means a strategic land use plan developed and approved by British Columbia in accordance with its laws and policies which identifies land use zones and defines objectives, strategies and/or policies that will provide guidance and direction for the planning, management and use of land and resources within a specific geographic area;

“Wilp” are the social, political and governing units of the Gitanyow, and are collectively known as the “Gitanyow Huwilp”; and

“Wilp Sustainability” means, from the Gitanyow perspective, conditions under which ecosystem function, socio-cultural and economic well-being are maintained, and risk to ecological integrity is low, thus providing the ecological foundation for the long-term socio-cultural and economic well-being of each Wilp for the purposes of this Agreement.

2.0 Purpose

- 2.1. The purpose of this Reconciliation Agreement is to build upon the relationship between the Parties so as to guide land and natural resource management on the Gitanyow Lax’yip.
- 2.2. This Reconciliation Agreement is intended to:

- (a) provide a foundation for a respectful Government-to-Government relationship within which the Parties can collaborate in the implementation and monitoring of this Reconciliation Agreement;
 - (b) create increased certainty in regard to land and resource management and economic benefits for both Parties;
 - (c) establish a clear, reliable and efficient framework for Shared Decision-Making, Land and Resource Decisions; and
 - (d) achieve meaningful engagement, a common understanding of each Party's respective interests, including Wilp Sustainability, and the Parties' shared interests, and promote well-informed decision-making.
- 2.3. The negotiation and implementation of this Reconciliation Agreement supports the vision of the Gitanyow Huwilp, which includes:
- (a) reconciliation of interests and co-existence with the Crown;
 - (b) the establishment and implementation of a sustainable land use plan for the whole of the Gitanyow Lax'yip;
 - (c) ensuring Wilp Sustainability;
 - (d) sharing the wealth of the Gitanyow Lax'yip; and
 - (e) Shared Decision-Making between British Columbia and Gitanyow.
- 2.4. The negotiation and implementation of this Reconciliation Agreement addresses interests of British Columbia which include:
- (a) working cooperatively to increase the efficiency and effectiveness of the consultation and accommodation process for the benefit of all Parties;
 - (b) encouraging sustainable economic development;
 - (c) creating land use certainty and a stable environment for investment in the natural resource sector;
 - (d) implementing collaborative approaches to resolving disputes between the Parties; and
 - (e) sharing revenue from land and resource development in support of and consistent with the principles of the New Relationship and the goals of the Transformative Change Accord.

3.0 Further Reconciliation Negotiations

- 3.1. The Parties agree to take an incremental approach to Treaty negotiations as demonstrated by the implementation of this Reconciliation Agreement.

- 3.2. The Parties acknowledge that, in order to maximize their effectiveness, reconciliation negotiations require the participation of Canada and both Parties will work to engage Canada's participation.
- 3.3. Notwithstanding Section 3.2, the Parties will, in the absence of Canada's participation, continue to engage in bilateral discussions to achieve the purposes of this Reconciliation Agreement.

4.0 Scope

- 4.1. This Reconciliation Agreement applies to the Gitanyow Lax'yip.
- 4.2. This Reconciliation Agreement confirms the outcomes of Government to Government discussions to date between the Gitanyow and British Columbia and provides a framework for continued reconciliation to address the following:
 - (a) land use planning on the Gitanyow Lax'yip;
 - (b) Shared Decision Making;
 - (c) atmospheric benefits and resource revenue sharing;
 - (d) forest tenures and other economic opportunities;
 - (e) enhancement of Gitanyow socio-economic well being; and
 - (f) effective and efficient Land and Resource Decisions.

5.0 Socio-Economic Well-being

- 5.1. The Parties share a desire to improve the socio-economic well-being of Gitanyow using an approach that recognizes the interrelationship between environmental and social-cultural well-being and economic development.
- 5.2. As soon as reasonably practicable after the Renewal Date, the Parties will develop a strategy and work plan that identifies priorities and actions for improving the socio-economic well-being of the Gitanyow relying upon the *Gitanyow Wilp-Based Socio-Cultural Needs Assessment* as well as other relevant information sources.

6.0 Recognition

- 6.1. British Columbia acknowledges that Mr. Justice Tysoe and Madam Justice Nielson of the British Columbia Supreme Court have affirmed that Gitanyow has a good to strong *prima facie* claim of aboriginal title and a strong *prima facie* claim of aboriginal rights to at least part of the Gitanyow Lax'yip.
- 6.2. British Columbia acknowledges and enters into this Agreement on the basis that Gitanyow has Aboriginal Rights in the Gitanyow Lax'yip.
- 6.3. British Columbia recognizes that the Gitanyow's Aboriginal Interests are linked to Gitanyow's good *prima facie* claim of aboriginal title and strong *prima facie* claim of aboriginal rights.

- 6.4. British Columbia recognizes that the historic and contemporary use and stewardship of land and resources by Gitanyow are integral to the maintenance of Gitanyow society, governance and economy within the Gitanyow Lax'yip.
- 6.5. British Columbia recognizes that in the absence of a treaty that defines the responsibilities and rights of the Parties, its duty to consult and to seek workable accommodation of Gitanyow's Aboriginal Rights within the Gitanyow Lax'yip is an ongoing duty.
- 6.6. British Columbia acknowledges that it and Canada provides in modern Treaties with British Columbia First Nations that those Treaties do not "affect any rights under Section 35 of the *Constitution Act, 1982* for any Aboriginal people other than" the Nation with whom it has made a Treaty.
- 6.7. Based on Section 23.12 British Columbia acknowledges that the Gitanyow Simgiyet and Sigidimhanak represent the Huwilp.

7.0 Parts of this Reconciliation Agreement

- 7.1. This Reconciliation Agreement includes the following Parts, Schedules and Appendices:

<p>Part 2: Gitanyow Lax'yip Land Use Plan</p>	<ul style="list-style-type: none"> • Schedule A: Gitanyow Wilp Territory Maps showing Land Use Zones and Management Areas • Schedule B: Management Objectives for Land Use Zones and Management Areas
<p>Part 3: Shared Decision-making Framework</p>	<ul style="list-style-type: none"> • Schedule C: Shared Decision Making Framework • Appendix 1: Gitanyow Engagement Framework • Appendix 2: Tools for Setting Engagement Levels
<p>Part 4: Economic Measures and Strategies</p>	<ul style="list-style-type: none"> • Schedule D: Atmospheric Benefits • Schedule E: Forest Tenure and Revenue Sharing Opportunities • Schedule F: Gitanyow Alternative Energy Action Plan • Schedule G: Economic Strategies
<p>Part 5: Other Provisions</p>	<ul style="list-style-type: none"> • Schedule H: Environmental Assessment Framework for the Gitanyow Lax'yip • Schedule I: Resourcing

- 7.2. The schedules and appendices to this Reconciliation Agreement are an integral part of this Reconciliation Agreement, as if set out in length in the body of this Reconciliation Agreement. Defined terms used in the schedules and appendices have the same meaning as that set out in this Reconciliation Agreement.
- 7.3. Gitanyow has provided British Columbia with a copy of the 2009 *Gitanyow Constitution* to assist in the understanding Gitanyow Ayookw and the Gitanyow

perspective in relation to the Land Use Plan, and British Columbia agrees to make every reasonable effort to ensure that those representatives of British Columbia responsible for the implementation of this Agreement will be provided with a copy of the *2009 Gitanyow Constitution*.

Part 2: Gitanyow Lax'yip Land Use Plan

8.0 Intention of the Parties

- 8.1. This Part is intended to enable both Parties to support the legal establishment and collaborative implementation of the land use designations, Land Use Zones and Management Objectives set out in Schedules A and B according to the Parties' respective laws, policies customs traditions and decision-making processes.
- 8.2. The Parties intend that this Part will enable them to work jointly on:
 - (a) implementing the results of Government to Government land use discussions in a spirit of collaboration; and
 - (b) addressing strategic and operational land use issues as they arise in the future.
- 8.3. The Parties will work on developing a common vision and measures for Wilp Sustainability, including through the establishment of a Monitor as set out in Section 12, and take steps as may be agreed between them to maintain Wilp Sustainability, including through the implementation of this Agreement.
- 8.4. The Parties intend that Land and Resource Decisions in the Gitanyow Lax'yip will be consistent with:
 - (a) this Reconciliation Agreement, including the land use designations, Land Use Zones and Management Objectives set out in Schedules A and B;
 - (b) the outcomes of Shared Decision-Making by the Parties as set out in Schedule C;
 - (c) any other agreements between the Parties which relate to land use within Gitanyow Lax'yip or Shared Decision Making, and
 - (d) British Columbia's constitutional duties.

9.0 Planning Process

- 9.1. Land Use Zones and Management Objectives and proposed land use designations set out in Schedules A and B are the outcome of collaborative strategic land use planning undertaken to date by the Parties for the Gitanyow Lax'yip, which are overlapped by British Columbia's Nass South, Cranberry and, to a limited extent, Kalum and Kispiox planning areas.

- 9.2. Implementation of the land use planning measures set out in Schedules A and B fulfills the commitments made in the Gitanyow Forestry Agreement (2006) Sections 4.1, 4.2, 4.3 and 4.4.
- 9.3. The Parties acknowledge that Gitanyow interests have not been fully addressed in the Kalum and Kispiox planning areas. British Columbia will, as soon as practicable, take steps to seek the necessary approvals to implement conservation standards within those portions of the Kalum and Kispiox planning areas that overlap with the Gitanyow Lax'yip consistent with the land use designations, Land Use Zones and Management Objectives set out in Schedules A and B.
- 9.4. The Land Use Plan represents a step towards reconciliation of:
 - (a) Gitanyow traditional knowledge with Western scientific knowledge;
 - (b) the administrative boundaries of British Columbia with Gitanyow Lax'yip boundaries; and
 - (c) British Columbia's Sustainable Resource Management Planning process with Gitanyow's Gwelx ye'enst.

10.0 Land Use Zones and Management Objectives

- 10.1. The Parties agree to the Land Use Zones, including the Hanna Tintina and Biodiversity Areas shown in Schedule A, and set out in Schedule B.
- 10.2. Gitanyow has designated the Hanna Tintina and Biodiversity Areas shown on Schedule A as Ha'nii tokxw.
- 10.3. British Columbia will, as soon as practicable, take steps to implement the following interim protection measures for the Hanna Tintina shown in Schedule A:
 - (a) Part 13 designations under the *Forest Act*;
 - (b) "no registration reserves" under the *Mineral Tenure Act*;
 - (c) "no disposition reserves" under the *Coal Act*;
 - (d) notices for "no disposition" under the *Petroleum and Natural Gas Act* and *Geothermal Resources Act*; and
 - (e) "Notations of Interest" for *Land Act* applications.
- 10.4. Following the Effective Date, British Columbia will, as soon as practicable, take steps to ensure that licensee forest stewardship plans and forest harvesting plans are consistent with the management intent for Management Objectives and, take steps to implement appropriate protective measures for the Biodiversity Areas.

- 10.5. Following the Effective Date, British Columbia will, as soon as practicable, take steps to implement legal designations that give effect to the Hanna Tintina and Biodiversity Areas set out in Table A of Schedule B.
- 10.6. The Parties agree to the Management Objectives set out in Schedule B.
- 10.7. Gitanyow will implement the Management Objectives in accordance with their Ayookxw, policies, customs and decision-making processes.

11.0 Implementation Activities

- 11.1. The Parties shall oversee and monitor the implementation of this Reconciliation Agreement through the Joint Resources Governance Forum.
- 11.2. As soon as is practicable after the Effective Date, the Ministers who execute this Reconciliation Agreement will recommend to the Executive Council that legislation be introduced for the purpose of establishing the Hanna Tintina as a conservancy.
- 11.3. As soon as reasonably practicable from the date that the Hanna Tintina is legally established, the Parties will substantially complete collaborative management planning for the Hanna Tintina.
- 11.4. The Parties will develop and implement a work plan for completing collaborative management planning for those portions of existing Provincial parks located within the Gitanyow Lax'yip including designing measures to avoid conflict with respect to the ongoing exercise of Gitanyow's Aboriginal Rights and traditional practices and activities within park boundaries.
- 11.5. Future review, refinement or revision of Management Objectives or land use objectives will be undertaken collaboratively by the Parties according to Schedule C, section 3.5.

12.0 Wilp Sustainability

- 12.1. The Parties acknowledge that further work is required to reconcile their respective perspectives on sustainability:
 - (a) British Columbia's perspective is that implementation of the land use elements of this Reconciliation Agreement and the regulatory framework that guides resource development on Crown lands in British Columbia provides for sustainable management of lands and resources including lands and resources with the Gitanyow Lax'yip; and
 - (b) Gitanyow's perspective on Wilp Sustainability and on the approach to managing ecological risk is set out in the report *Price and Daust, Ecosystem Representation in Gitanyow Territory: Assessment of Current and Future Risk* (July 2010), and the accompanying August 10, 2010 cover letter from the Gitanyow Hereditary Chiefs.

- 12.2. Notwithstanding the different perspectives referred to in Section 12.1 to further their common interest in achieving sustainability, the Parties agree to establish the Gitanyow Lax'yip Land Use Plan Monitor.
- 12.3. As soon as reasonably practicable from the Renewal Date, the JRGF will complete the terms of reference, jointly undertake a selection process and appoint a person under contract to Gitanyow to serve as the Monitor.
- 12.4. The work plan for the Monitor will include:
- (a) development of a framework and benchmarks for assessing the effectiveness of the land use designations, Land Use Zones and Management Objectives as set out in Schedule B in achieving sustainability in the Gitanyow Lax'yip based on best available science and Gitanyow knowledge;
 - (b) a review of the framework and benchmarks with the Parties;
 - (c) an assessment of the conditions anticipated to result from implementation of the land use designations, Land Use Zones and Management Objectives against the framework and benchmarks; and
 - (d) a report, including recommendations, to the JRGF summarizing the results of the assessment.
- 12.5. The report *Price and Daust, Ecosystem Representation in Gitanyow Territory: Assessment of Current and Future Risk* (July 2010), *The History, Territories and Laws of the Gitanyow Part 2*, Forest Resource Evaluation Reports ["FREPs"] reports, and other relevant analysis, inventories and assessments will be sources of information considered in the work of the Monitor under Section 12.4.
- 12.6. Subject to Section 2.4 and 4 of Schedule I, and within 15 days of the appointment of the Monitor, British Columbia will, subject to requirements of the *Financial Administration Act*, pay \$50,000 to Gitanyow for the purposes of funding the Monitor's contract.
- 12.7. As soon as reasonably practicable after receiving the report set out in 12.4 d) the JRGF will consider the findings of the Monitor and identify to the Parties for their consideration:
- (a) recommended amendments to land use designations, Land Use Zones and Management Objectives set out in Schedule B; and
 - (b) new or amended land use zones or management directions and related legal objectives that may be required to further achieve Wilp Sustainability.

Part 3: Shared Decision Making

13.0 Shared Decision Making

- 13.1. The Parties are committed to working together through the Shared Decision Making Framework consistent with the land use designations, Land Use Zones

and Management Objectives as set out in Schedule B regarding the management of lands and natural resources in the Gitanyow Lax'yip.

13.2. Schedule C of this Reconciliation Agreement:

- (a) sets out the model for Shared Decision Making between the Parties for Land and Resource Decisions within the Gitanyow Lax'yip; and
- (b) attaches the Engagement Framework as Appendix 1 to Schedule C.

13.3. Under this Reconciliation Agreement, the Parties will operate under their respective authorities.

13.4. The Shared Decision Making Framework will include objectives specifying targets and outcomes as agreed by the Parties.

13.5. The Parties will, on a periodic basis, review the results of the Shared Decision Making Framework and, where appropriate, make recommendations for improvement.

13.6. In engaging in Shared Decision Making, the Parties commit to make every reasonable effort to seek consensus.

13.7. The Parties intend that implementation of the Shared Decision Making Framework will constitute a step in the reconciliation process respecting lands and natural resource decision-making on the Gitanyow Lax'yip.

13.8. The Parties will be responsible for the development, implementation, on-going review, and refinements of the Shared Decision Making Framework.

13.9. Amendments to Schedule C may be required from time to time to ensure that the authority, structures and functions for Shared Decision Making meets the objectives of this Agreement as set out in Section 2.0 and 5.1, and such amendments will be made in accordance with Section 23.10.

Part 4: Economic Measures and Strategies

14.0 Resource Revenue and Atmospheric Benefits Sharing

14.1. The Parties agree to share atmospheric benefits as set out in Schedule D.

15.0 Forest Tenure and Revenue Sharing Opportunities

15.1. The Parties will negotiate and attempt to reach agreement regarding those matters set out in Schedule E.

16.0 Alternative Energy Economic Opportunities

16.1. The Parties agree to work together in the development of an Alternative Energy Action Plan as set out in Schedule F.

17.0 Economic Strategies

- 17.1. British Columbia agrees to financially contribute to a Gitanyow Economic Opportunity Study in accordance with Schedules G and I, which may include but not be limited to studies of potential tourism-related and non-timber forest products economic opportunities which may be relied upon by Gitanyow in future negotiations on a Gitanyow Economic Strategy.

18.0 Resource Revenue Sharing

- 18.1. British Columbia acknowledges that Gitanyow seeks to share in resource revenues received by British Columbia from land and resource based economic activity in the Gitanyow Lax'yip.
- 18.2. The Parties acknowledge that the current policy of British Columbia provides resource revenue sharing with First Nations with respect to some resources but not all land and resource based economic activity.
- 18.3. Nothing in this Reconciliation Agreement is intended to exclude Gitanyow from being eligible to participate in any new or revised resource revenue sharing opportunities that may be developed by British Columbia in the future and which would otherwise be applicable to Gitanyow or to the Gitanyow Lax'yip.
- 18.4. If British Columbia develops any new or revised resource revenue sharing opportunities applicable to the Gitanyow or to the Gitanyow Lax'yip, the Parties agree to amend this Agreement if necessary, so that Gitanyow will benefit from such revenue sharing.

Part 5: Other Provisions

19.0 Environmental Assessment Management

- 19.1 The Parties have set out their understanding on engagement on Land and Resources Decisions under the British Columbia *Environmental Assessment Act*, S.B.C. 2002, c. 43 in Schedule H.

20.0 Dispute Resolution

- 20.1. Either Party may notify the other that a dispute has arisen related to the interpretation of this Reconciliation Agreement, and request the commencement of a dispute resolution process.
- 20.2. Upon a request under Section 19.1, the Parties or their duly appointed representatives will meet as soon as practicable and will attempt to resolve the dispute. Prior to the meeting the Parties will exchange in writing a full description of the dispute, together with their respective concerns and the proposed specific actions that could be taken to address the dispute.
- 20.3. If the Parties are unable to resolve the dispute by way of the process set out in Section 19.2, either Party may choose to raise the dispute at the Joint Resources Governance Forum or to a more senior level of British Columbia and Gitanyow, including to the Minister or Deputy Minister of Aboriginal Relations and

Reconciliation and Gitanyow Hereditary Chiefs, as appropriate in the circumstances.

- 20.4. If the dispute cannot be resolved by the Parties directly, the Parties may:
- (a) appoint an independent mutually agreeable mediator to resolve the dispute within 60 days, or other such period as agreed upon; or
 - (b) jointly select another approach to assist in reaching resolution of the dispute.

21.0 Resourcing

- 21.1. The Parties agree that this Reconciliation Agreement is of mutual benefit and the Parties agree to the principle that the cost of implementation should be jointly funded.
- 21.2. The Parties agree to implement the resourcing arrangements as set in Schedule I.

22.0 Term and Termination

- 22.1. This Reconciliation Agreement shall take effect on the Effective Date.
- 22.2. The term of this Reconciliation Agreement will be five (5) years from the Renewal Date.
- 22.3. Notwithstanding Section 22.2, this Reconciliation Agreement may be terminated by either Party on ninety (90) days written notice to the other Party, stating the reasons for termination.
- 22.4. Where written notice to terminate is provided pursuant to Section 22.3 and the reason for the notice is a dispute related to the interpretation of this Reconciliation Agreement, the Parties will discuss during the 90-day period referred to in Section 22.3 the potential to resolve the dispute.
- 22.5. The Parties agree to meet 6 months prior to the end of the term in order to determine whether the term of this Reconciliation Agreement, or any parts thereof, should be extended, and may extend the term of the Reconciliation Agreement, or any parts thereof, for such further period agreed to by the Parties in writing.

23.0 General Provisions

- 23.1. There will be no presumption that any ambiguity in any of the terms of this Reconciliation Agreement should be interpreted in favour of either Party.
- 23.2. Except as the Parties may agree otherwise in writing, this Reconciliation Agreement will not limit the positions that either Party may take in any future negotiations or court actions.

- 23.3. This Reconciliation Agreement does not change or affect the positions either Party has, or may have, regarding its jurisdiction, responsibilities and/or decision-making authority, nor is it to be interpreted in a manner that would affect or unlawfully interfere with that decision-making authority.
- 23.4. Nothing in this Reconciliation Agreement will be interpreted to authorize any infringement that may occur following the termination of this Reconciliation Agreement, even if that infringement is caused by a decision that was made during the term of this Reconciliation Agreement.
- 22.5 Any reference to a statute in this Reconciliation Agreement includes all regulations made under that statute and any amendments or replacements of that statute and its regulations.
- 22.6 This Reconciliation Agreement is legally binding on the Parties.
- 22.7 The Parties agree this Agreement does not:
- (a) constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the Constitution Act, 1982; or
 - (b) establish, define, limit, amend, abrogate or derogate from any Gitanyow Aboriginal Interests.
- 23.8. The Parties will monitor progress in the "New Relationship" between British Columbia and First Nations and, dependent upon developments in the "New Relationship" at the request of either Party, will discuss whether it is appropriate to amend this Reconciliation Agreement to reflect progress in the New Relationship.
- 23.9 This Reconciliation Agreement may be entered into by each Party signing a separate copy of this Reconciliation Agreement, including a photocopy or faxed copy, and delivering it to the other Party by facsimile. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.
- 23.10 This Agreement may be amended by the Parties in writing as follows:
- (a) any amendment to this Agreement by the agreement of the Minister of Aboriginal Relations and Reconciliation on behalf of the Province, an authorized signatory on behalf of the Gitanyow Hereditary Chiefs and an authorized signatory on behalf of the Gitanyow Huwilp Society; or
 - (b) any amendment to the Engagement Framework, by the agreement of the Provincial and Gitanyow Co-Chairs of the JRGF.
- 23.11 British Columbia represents and warrants that it has the authority to enter into this Reconciliation Agreement and to make the commitments and representations in this Reconciliation Agreement.
- 23.12 Gitanyow Simgigyet and Sigidimhanak represent and warrant that they represent the Gitanyow Huwilp and have the authority to enter into this Reconciliation

Agreement and to make the commitments and representations in this Reconciliation Agreement.

- 23.13 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.

24.0 Notice

- 24.1. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Reconciliation Agreement will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party at the following addresses:

British Columbia

Minister of Aboriginal Relations and Reconciliation
PO Box 9100 STN Prov Govt
Victoria, B.C. V8W 9B1
Telephone: 250-953-4844
Facsimile: 250-953-4856

Gitanyow

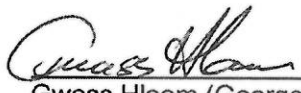
Gitanyow Hereditary Chiefs Office
PO Box 148
Kitwanga, B.C. V0J 2A0
Telephone: (250) 849-5373
Facsimile: (250) 849-5375

- 24.2. Any notice or other communication will be deemed given on the date it is actually received if it is received before 4:00 p.m. If it received after 4:00 p.m., it will be deemed given on the next business day.
- 24.3. The address of either Party may be changed by notice in a manner set out in Section 24.2 of the Reconciliation Agreement.

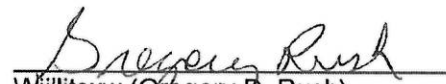
25.0 Signatures

SIGNED ON BEHALF OF THE
GITANYOW NATION by the
Simgigyet'm Gitanyow

Date: _____


Gwass Hlaam (George P. Daniels)
all


Gamlaxyeikw (Will Marsden)/
Sindihi (Robert Good)


Wii'litsxw (Gregory D. Rush)


Gwinuu (Solomon Haizimsque)

27 Mr
Malfi (Tony Morgan)

Ken Russell
Haizimsque (Ken Russell)

Watakhayetsw
Watakhayetsw (Agatha Bright)

Don Russell
Luuxhon (Don Russell)

SIGNED ON BEHALF OF THE
GITANYOW HUWILP SOCIETY by
Glen Williams
Glen Williams
Glen Williams

Date: June 27, 2016
Cherilyn White
Witness

SIGNED ON BEHALF OF HER
MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH
COLUMBIA by the

Minister of
Aboriginal Relations and Reconciliation
John Rustad
Honourable John Rustad

Date: July 11, 2016

Witness

Minister of
Forest, Lands and Natural Resource
Operations
Steve Thomson
Honourable Steve Thomson

Date: June 30, 2016
[Signature]
Witness

