

Ka:'yu:'k't'h'/Che:k:tl̓es7et'h' Forest Agreement

March 30, 2005

**Ka:'yu:'k't'h'/Che:k:tl̓es7et'h' Forest Agreement
(the "Agreement")**

Between:

Ka:'yu:'k't'h'/Che:k:tl̓es7et'h' First Nation

As represented by the Ka:'yu:'k't'h'/Che:k:tl̓es7et'h' Indian Band Chief and
Council
(the "Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'")

And

Her Majesty the Queen in Right of the Province of British Columbia
As represented by the Minister of Forests
(the "Government of British Columbia")

(collectively the "Parties")

Whereas:

- *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'* has Aboriginal Interests within its Traditional Territory.
- The Parties wish to enter into an interim measures agreement in relation to forest resource development and related economic benefits arising from this development within the Traditional Territory.
- The Government of British Columbia intends to fulfil any responsibility it has to consult and seek workable accommodation with *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'* on forest resource development activities proposed within the Traditional Territory that may lead to the infringement of the *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'*'s Aboriginal Interests.
- The Parties acknowledge that this Agreement is an interim measures agreement and does not address any future settlement or final resolution of *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'* aboriginal rights and aboriginal title claims.
- *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'* agrees to participate in consultation initiated by the Government of British Columbia or a Licensee in relation to forest

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resource development activities proposed within the Traditional Territory, that may lead to the potential infringement of Ka:'yu:'k't'h'/Che:k:tlles7et'h's Aboriginal Interests.

- The Parties have an interest in reaching agreement on a interim workable accommodation of Ka:'yu:'k't'h'/Che:k:tlles7et'h's Aboriginal Interests where those interests are subject to potential infringement as a result of forest resource development activities proposed with the Traditional Territory prior to the reconciliation of those interests through a land claim settlement.
- The Parties wish to resolve issues related to forest resource development where possible through negotiation as opposed to litigation.

Therefore the Parties agree as follows:

1.0 Definitions:

For the purposes of this Agreement, the following definitions apply:

- 1.1 "Aboriginal Interests" means an asserted and/or proven aboriginal rights and/or aboriginal title.
- 1.2 "Allowable Annual Cut" (AAC) means the allowable rate of timber harvest from a specified area of land. The Chief Forester sets the AAC for timber supply areas and tree farm licences in accordance with section 8 of the Forest Act.
- 1.3 "Administrative Decision" means any one of the following decisions made by a person under the *Forest Act*:
 - 1.3.1 decisions that set or vary Allowable Annual Cut (AAC) for a Timber Supply Area or a forest tenure;
 - 1.3.2 the issuance, consolidation, subdivision or amendment of a forest tenure;
 - 1.3.3 the replacement or extension of forest tenures;
 - 1.3.4 the disposition of volumes arising from undercut decisions on forest tenures;
 - 1.3.5 the conversion of a Timber Sale Licence to another form of tenure;

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- 1.3.6 the issuance of a Special Use Permit;
- 1.3.7 the establishment of an interpretative forest site, recreation site and/or recreation trail;
- 1.3.8 the reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act* and;
- 1.3.9 the decisions regarding Tree Farm Licence Management Plans, Community Forest Management Plans and/or Woodlot Licence Management Plans.
- 1.4 "Consult" means the processes as set out in Sections 4 and 5 of this Agreement
- 1.5 "Economic Component" of Ka:'yu:'k't'h'/Che:k:tlles7et'h's Aboriginal Interests means the financial and/or commercial aspects of Ka:'yu:'k't'h'/Che:k:tlles7et'h's Aboriginal Interests.
- 1.6 "Forest Tenure" means an agreement granting rights to harvest crown timber as defined under the *Forest Act*.
- 1.7 "Licensee" means a holder of a Forest Tenure.
- 1.8 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has an effect in the Traditional Territory.
- 1.9 "Operational Plan" means a Forest Development Plan, a Forest Stewardship Plan or a Woodlot Licence Plan that has an effect in the Traditional Territory.
- 1.10 "Response Period" means a period of 60 days from initiation of the processes set out in Sections 4.0 and 5.0 of this Agreement, where the initiation date is the date on which Ka:'yu:'k't'h'/Che:k:tlles7et'h' is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operational Plan reviews, the date on which Ka:'yu:'k't'h'/Che:k:tlles7et'h' receives the plan to be reviewed. Where an emergency operation arises and/or expedited salvage has to occur, the Response Period will be shortened accordingly, but will not be less than the time period for advertising Operational Plans for those operations. Where exceptional and unforeseen circumstances arise, the Parties may mutually agree to extend the Response Period.

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1.11 "Traditional Territory" means *Ka:'yu:'k't'h'/Che:k:tles7et'h'*'s asserted traditional territory as shown on bold black on the map attached in Appendix A.

2.0 Purpose:

2.1 The purposes of this Agreement are to:

2.1.1 increase *Ka:'yu:'k't'h'/Che:k:tles7et'h'*'s opportunity for participation in the forest sector;

2.1.2 provide economic benefits to *Ka:'yu:'k't'h'/Che:k:tles7et'h'* by inviting *Ka:'yu:'k't'h'/Che:k:tles7et'h'* to apply for a non-replaceable forest licence as described in Section 3.1.1 and by sharing of revenues received by the Government of British Columbia from forest resource development activities;

2.1.3 address consultation requirements and provide a interim workable accommodation, as set out in this Agreement, with regard to any infringements of *Ka:'yu:'k't'h'/Che:k:tles7et'h'*'s Aboriginal Interests that results from an Administrative Decision or an Operational Decision relating to forest resource development activities within the Traditional Territory during the term of this Agreement; and,

2.1.4 provide stability for forest resource development activities on Crown lands within the Traditional Territory during the term of this Agreement, while longer term interests are addressed through other processes.

3.0 Economic Benefits to *Ka:'yu:'k't'h'/Che:k:tles7et'h'*

During the term of this Agreement, the Government of British Columbia will adopt the consultation processes set out in Section 4.0 and 5.0 of this Agreement and will provide the following economic benefits to *Ka:'yu:'k't'h'/Che:k:tles7et'h'* to address consultation and to provide interim workable accommodation as set out in this Agreement, in respect of any infringements of *Ka:'yu:'k't'h'/Che:k:tles7et'h'*'s Aboriginal Interests that result from Administrative Decisions and/or Operational Decisions relating to forest resource development activities within the Traditional Territory.

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3.1 Forest Tenure

- 3.1.1 After the execution of this Agreement by the Parties, the Minister will invite Ka:'yu:'k't'h'/Che:k:tlles7et'h' to apply for a non-replaceable licence (the "licence") in accordance with Section 47.3 of the Forest Act to up to 58,000 cubic metres over a 5 year term in the Ka:'yu:'k't'h'/Che:k:tlles7et'h' Traditional Territory in the Strathcona Timber Supply Area.
- 3.1.2 After the execution of this Agreement by the Parties and after the Minister has determined that sufficient volume of timber is available for disposition to the Ka:'yu:'k't'h'/Che:k:tlles7et'h' as a result of the implementation of the Forestry Revitalization Act, the Minister will invite Ka:'yu:'k't'h'/Che:k:tlles7et'h' to apply under section 47.3 of the Forest Act for a non-replaceable licence (the "second licence") for up to 72,000 cubic metres over a 5 year term in the Ka:'yu:'k't'h'/Che:k:tlles7et'h' Traditional Territory in the Strathcona Timber Supply Area.
- 3.1.3 For greater certainty, the maximum volume that may be available under the licences referred to in Section 3.1.1 and 3.1.2 will be up to 130,000 cubic metres over five years.
- 3.1.4 An invitation to apply for a non-replaceable licence and any licence entered into as a result of the invitation to apply under this Agreement will be subject to the policies, regulations and statutes of the Government of British Columbia as amended from time to time.
- 3.1.5 An invitation to apply under this Agreement will contain terms and conditions required by the Minister of Forests
- 3.1.6 A licence(s) entered into as a result of an invitation(s) to apply under Section 3.1.1 and 3.1.2 of this Agreement will:
- 3.1.6.1 be for a term of no longer than 5 years, as determined by the Minister;
 - 3.1.6.2 not be replaceable under the *Forest Act*;
 - 3.1.6.3 contain other terms and conditions required by law, including the condition that

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Ka:'yu:'k't'h'/Che:k:tlles7et'h' must comply with this Agreement;

- 3.1.6.4 including a term that Ka:'yu:'k't'h'/Che:k:tlles7et'h' may not dispose of the licence or an interest in the licence other than as specified in Section 54.4 of the *Forest Act*; and;
 - 3.1.6.5 include other terms and conditions as may be required by the regional manager.
- 3.1.7 If the term of the non-replaceable licence(s) entered into as a result of an invitation(s) to under this Agreement exceeds the term of this Agreement, then the licence may be referenced and considered to be an economic benefit forming part of any other interim workable accommodation agreed to by the Parties, in any subsequent forestry agreement between the Parties for the purposes described in Section 3.0.
- 3.1.8 Prior to Ka:'yu:'k't'h'/Che:k:tlles7et'h' making application for a non-replaceable licence under Section 3.1.1 and/or 3.1.2, the Ministry of Forests will identify potential operating areas for the licence(s) in the Ka:'yu:'k't'h'/Che:k:tlles7et'h' Traditional Territory and the Parties will work together to identify the operating area for the licence from the potential areas identified.

3.2 Revenue Sharing

- 3.2.1 During the term of this Agreement, the Government of British Columbia will pay to Ka:'yu:'k't'h'/Che:k:tlles7et'h' \$240,592 annually for purposes described in Section 3.0.
- 3.2.2 For the purposes of determining amounts for partial years, one-fourth (i.e. 1/4) of the annual amount set out in Section 3.2.1 will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.
- 3.2.3 The funding commitment in Section 3.2.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia.
- 3.2.4 Upon signing of this Agreement, Ka:'yu:'k't'h'/Che:k:tlles7et'h' will be paid the full revenues for the quarter in which the

Agreement is signed, with subsequent payments being made at the end of each quarter.

3.2.5 *Ka:'yu:'k't'h'/Che:k'tles7et'h'* will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.

3.2.6 Upon request by the Government of British Columbia, *Ka:'yu:'k't'h'/Che:k'tles7et'h'* will conduct an audit of the revenue sharing expenditures provided to it pursuant to Section 3.2.1 of this Agreement and will provide a copy of the audit to the Government of British Columbia.

3.2.7 The Government of British Columbia will not seek to direct or influence the expenditure of the revenue sharing funds by the *Ka:'yu:'k't'h'/Che:k'tles7et'h'*.

4.0 Consultation and Accommodation Respecting Operational Plans

4.1 The Government of British Columbia agrees to consult with *Ka:'yu:'k't'h'/Che:k'tles7et'h'* on Operational Plans that may potentially infringe *Ka:'yu:'k't'h'/Che:k'tles7et'h'*'s Aboriginal Interests within the Traditional Territory, except for any Economic Component of those interests addressed in Section 3.0 of this Agreement.

4.2 During the term of this Agreement, *Ka:'yu:'k't'h'/Che:k'tles7et'h'* agree that the Government of British Columbia has fulfilled its duties to consult and to seek interim workable accommodation with respect to the Economic Component that are subject to potential infringement in the context of Operational Decisions that the Government of British Columbia will make and any forest resource development activities that may be carried out under an Operational Plan in the Traditional Territory.

4.3 *Ka:'yu:'k't'h'/Che:k'tles7et'h'* agrees to fully participate, as set out in this section, in the review of all Operational Plans dealing with forest resource development activities within the Traditional Territory provided to it by the Government of British Columbia, and by Licensees.

4.4 In reviewing and responding to an Operational Plan submitted to it, *Ka:'yu:'k't'h'/Che:k'tles7et'h'* will, within the Response Period, provide the party who supplied the plan with all reasonably available information that will identify any potential impacts to its

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Aboriginal Interests that may result from forest resource development activities within the Traditional Territory, other than the Economic Component of those interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.

- 4.5 Upon receiving the response from Ka:'yu:'k't'h'/Che:k:tlles7et'h' as specified in Section 4.4, the Government of British Columbia and/or the Licensee will discuss and attempt to resolve, in a timely manner, with Ka:'yu:'k't'h'/Che:k:tlles7et'h' any site specific operational impacts on Ka:'yu:'k't'h'/Che:k:tlles7et'h's Aboriginal Interests that may occur as a result of proposed forest resource development activities other than the Economic Component of those interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.
- 4.6 If no response is received from Ka:'yu:'k't'h'/Che:k:tlles7et'h' within the Response Period, then the Government of British Columbia may conclude that Ka:'yu:'k't'h'/Che:k:tlles7et'h' does not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.
- 4.7 Prior to the decision, the Ka:'yu:'k't'h'/Che:k:tlles7et'h' will be provided with the licensee and/or the Ministry of Forests response seeking to address the First Nations Aboriginal Interest raised through the operational planning consultation process.
- 4.8 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from Ka:'yu:'k't'h'/Che:k:tlles7et'h', whether received directly or through a Licensee, and will consider whether concerns identified by Ka:'yu:'k't'h'/Che:k:tlles7et'h' have been addressed
- 4.9 The Government of British Columbia will provide the Ka:'yu:'k't'h'/Che:k:tlles7et'h' with a copy of its final decision on an Operational Plan at the same time it is provided to the Licensee, and in a timely manner will inform Ka:'yu:'k't'h'/Che:k:tlles7et'h' of the ways in which the Ka:'yu:'k't'h'/Che:k:tlles7et'h's concerns have been considered and have been sought to be addressed.
- 5.0 **Consultation and Accommodation Respecting Administrative Decisions**

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- 5.1 The Government of British Columbia will provide to Ka:'yu:'k't'h'/Che:k:tlles7et'h' on an annual basis a list of all proposed Administrative Decisions anticipated within the year that will have an effect in the Traditional Territory, and either upon the request of Ka:'yu:'k't'h'/Che:k:tlles7et'h' or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to Ka:'yu:'k't'h'/Che:k:tlles7et'h' an updated list.
- 5.2 The Government of British Columbia will meet with Ka:'yu:'k't'h'/Che:k:tlles7et'h' at mutually agreed times throughout the year to provide an opportunity for Ka:'yu:'k't'h'/Che:k:tlles7et'h' to make known to representatives of the Government of British Columbia its concerns and comments relative to the effect of the Administrative Decision(s) on their Aboriginal Interests within the Traditional Territory.
- 5.3 The Government of British Columbia will include Ka:'yu:'k't'h'/Che:k:tlles7et'h' in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Strathcona Timber Supply Area.
- 5.4 Ka:'yu:'k't'h'/Che:k:tlles7et'h' agrees to fully participate within the Response Period, in public Timber Supply Review processes by providing all reasonably available information about its Aboriginal Interests within the Traditional Territory potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*.
- 5.5 The Parties agree that the public Timber Supply Review processes will be consistent with approved land use plans when higher-level objectives have been established.
- 5.6 If after considering the concerns and comments of Ka:'yu:'k't'h'/Che:k:tlles7et'h', the statutory decision-maker is of the opinion that an Administrative Decision creates a potential infringement beyond the Economic Component of Ka:'yu:'k't'h'/Che:k:tlles7et'h's Aboriginal Interests that is not adequately addressed by the economic benefits provided by the Government of British Columbia in Section 3.0, then the statutory decision maker will either seek to address the concerns and comments in the Administrative Decision or through the process in Section 4.0 of this Agreement.
- 5.7 The Government of British Columbia will provide a response to Ka:'yu:'k't'h'/Che:k:tlles7et'h' as to how its concerns raised in Section 5.2 have been addressed.

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5.8 *Ka:'yu:'k't'h'/Che:k:tles7et'h'* agrees that in consideration of the economic benefits provided by the Government of British Columbia in Section 3.0 and adherence to the consultation processes in Sections 4.0 and 5.0 of this Agreement, the Government of British Columbia has fulfilled its duties to consult and to seek an interim workable accommodation of the Economic Component of Aboriginal Interests that are subject to potential infringement as a result of Administrative Decisions made from time to time during the term of this Agreement.

5.9 *Ka:'yu:'k't'h'/Che:k:tles7et'h'* further agrees that, subject to the compliance by the Government of British Columbia with the processes set out in Sections 5.1 to 5.7 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation and interim workable accommodation process to address potential infringements of *Ka:'yu:'k't'h'/Che:k:tles7et'h'*'s Aboriginal Interests that may go beyond the potential infringements of the Economic Interests resulting from Administrative Decisions made from time to time during the term of this Agreement.

6.0 Stability within *Ka:'yu:'k't'h'/Che:k:tles7et'h'*'s Traditional Territory

6.1 *Ka:'yu:'k't'h'/Che:k:tles7et'h'* will respond immediately to any discussions initiated by the Government of British Columbia and work co-operatively to assist in resolving any issues that may arise where acts of intentional interference by *Ka:'yu:'k't'h'/Che:k:tles7et'h'* members with provincially authorized activities related to forest resource development including timber harvesting or other forestry economic activities occur.

7.0 Dispute Resolution

7.1 If a dispute arises between the Government of British Columbia and *Ka:'yu:'k't'h'/Che:k:tles7et'h'* regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.

7.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and *Ka:'yu:'k't'h'/Che:k:tles7et'h'*.

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- 7.3 The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

8.0 Term

- 8.1 This Agreement will take effect on the date on which the last Party has executed it.
- 8.2 This Agreement will terminate on the occurrence of the earliest of any of the following events:
- 8.2.1 five years from the date this Agreement is executed; or
 - 8.2.2 the coming into effect of a treaty; or
 - 8.2.3 the mutual agreement of the Parties; or
 - 8.2.4 the Government of British Columbia cancels economic benefits under this Agreement pursuant to Section 9.0.
 - 8.2.5 At the option of *Ka:'yu:'k't'h'/Che:k:tl'es7et'h'*, this Agreement can be terminated, in the event that the Government of British Columbia fails to deliver the revenue sharing pursuant to Section 3.2 or the minister fails to deliver the invitation for the non-replaceable licences pursuant to Section 3.1.1 and 3.1.2, or the economic opportunities are otherwise withdrawn, suspended or cancelled.
- 8.3 If this Agreement is terminated in accordance with Section 8.2, the Minister may terminate the economic benefits under this Agreement.

9.0 Suspension or Cancellation of Economic Benefits by the Minister

- 9.1 Without limiting the actions that may be taken by the Minister of Forests or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend or cancel revenue sharing payments and/or the non-replaceable forest licence entered into as a result of the invitation to apply under this Agreement, if the Minister or a person authorized by the Minister determines that *Ka:'yu:'k't'h'/Che:k:tl'es7et'h'* is not in compliance with this Agreement.

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- 9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'* of any alleged contravention of this Agreement that may lead *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'* being determined to not be in compliance with this Agreement.
- 9.3 If during the term of this Agreement, *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'* challenges or supports a challenge to, an Administrative Decision and/or Operational Decision, by way of legal proceedings or otherwise on the basis that the economic benefits set out in Section 3.0, and the consultation/accommodation processes set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to:
- 9.3.1 substantially address the Economic Component of Aboriginal Interests subject to potential infringement as a result of Operational Decision within the Traditional Territory; or
- 9.3.2 substantially address *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'*'s Aboriginal Interests subject to potential infringement as a result of Administrative Decisions within the Traditional Territory;

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic benefits set out in Section 3.0.

- 9.4 If the Minister or a person authorized by the Minister cancels any economic benefits as a result of this Agreement, then this Agreement may be terminated.

10.0 Renewal of the Agreement

- 10.1 Prior to this Agreement terminating in accordance with Section 8.2.1, if the terms and conditions of this Agreement are being met, the Government of British Columbia and *Ka:'yu:'k't'h'/Che:k:tl̓es7et'h'* may seek their necessary authorities and approvals to renew this Agreement subject to available appropriations and available timber volume.

11.0 Amendment of Agreement

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- 11.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 11.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

12.0 Entire Agreement

This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

13.0 Notice

- 13.1 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 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 as in this section of the Agreement.
- 13.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 13.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Minister of Forests
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone (250) 387-4809
Facsimile (250) 387-7065

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Chief Councillor, Nancy Gillette
General Delivery
Kyuquot, British Columbia
V0P 1J0
Telephone: (250) 332-5259

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Facsimile: (250) 332-5210

14.0 Miscellaneous

- 14.1 Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
- 14.2 This Agreement is not a treaty or a lands claims agreement within the meaning of section 25 and 35 of the Constitution Act, 1982 and does not recognise, define, amend, affirm, deny or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as provided in this Agreement.
- 14.3 This Agreement applies to Crown land, land managed under Forest Tenures issued by the Government of British Columbia and/or forestry activities on lands authorized by Operational Decisions and/or Administrative Decisions within the Traditional Territory.
- 14.4 Subject to Section 9.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 14.5 This Agreement does not address or affect any claims by Ka:'yu:'k't'h'/Che:k:tles7et'h' arising from past interference with or infringement of its Aboriginal Interests or any future treaty settlement related to aboriginal right or claim.
- 14.6 This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements that may result from decisions contemplated by this Agreement during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement.
- 14.7 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 14.8 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 14.9 The applicable laws of British Columbia and Canada shall govern this Agreement.

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14.10 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

Ka:yu:k't'h'/Che:k:tl'es7et'h' First Nation

Date: March 31, 2005

Natalie Jack

[Signature]
Witness

Acting Chief Councillor Natalie Jack

[Signature]

[Signature]
Witness

Councillor Matthew Jack

Valerie Hansen

[Signature]
Witness

Councillor Val Hansen

Ella Nicolaye

[Signature]
Witness

Councillor Ella Nicolaye

(Quorum is three)

Signed on behalf of:

Government of British Columbia

Date: April 8/05

[Signature]

[Signature]
Witness

Michael de Jong *Dep. Minister*
Minister of Forests

