



**TAKU RIVER TLINGIT  
FIRST NATION**



**WÓOSHTIN YAN TOO.AAT  
LAND AND RESOURCE MANAGEMENT  
AND SHARED DECISION MAKING AGREEMENT**

between

the **TAKU RIVER TLINGIT FIRST NATION**

and

the **PROVINCE OF BRITISH COLUMBIA**



This Agreement dated for reference the 19th day of July, 2011

BETWEEN

**THE TAKU RIVER TLINGIT FIRST NATION**

as represented by the Spokesperson and a quorum of Clan Directors  
(hereinafter the "TRTFN")

and

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

as represented by the Minister of Aboriginal Relations and Reconciliation,  
the Minister of Forests, Lands, and Natural Resource Operations, the Minister of Environment, and  
the Minister of Energy and Mines  
(hereinafter "the Province")

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

WHEREAS:

- A. The First Nations Leadership Council in British Columbia and the Province entered into a *New Relationship* in March 2005 and made mutual commitments to reconcile Aboriginal and Crown titles and jurisdiction through a government-to-government relationship based on respect, recognition and accommodation of Aboriginal rights and title;
- B. The *New Relationship* includes a commitment to develop processes and implement new institutions to achieve:
  - a) Integrated intergovernmental structures and policies to promote cooperation, including practical and workable arrangements for land and resource decision making and sustainable development;
  - b) Financial capacity for First Nations and resourcing from the Province to develop new frameworks for shared land and resources decision making and engage in negotiations; and
  - c) Mutually acceptable arrangements for sharing benefits, including resource revenue sharing;
- C. The *Transformative Change Accord* was entered into in November 2005 for the purposes of closing the social and economic gap between First Nations and other British Columbians, reconciling aboriginal rights and title with those of the Crown, and of establishing a new relationship based on mutual respect and recognition;
- D. The Parties affirm their mutual commitment to build an enduring and resilient government-to-government relationship between them in the spirit of the *New Relationship*, and based on principles of mutual recognition, respect, and cooperation;
- E. The Parties affirm their mutual commitment to social, community, and economic development and to taking tangible steps together to implement the *Transformative Change Accord*;
- F. In 2008, the Parties entered into a *Framework Agreement for Shared Decision-Making Respecting Land Use and Wildlife Management*, which established a government-to-government Joint Land Forum to oversee the development and implementation of plans for the sustainable environmental management of lands, waters, and resources in the Atlin Taku area;
- G. The Joint Land Forum has developed land use recommendations for the Atlin Taku Land Use Plan Area and recommendations respecting shared decision-making processes, and has enabled the Parties to strengthen their respectful government-to-government relationship.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 1. Definitions

1.1 In this Agreement the following definitions apply:

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

**“Agreement”** means this Wóoshtin yan too.aat / Land and Resource Management and Shared Decision Making Agreement including all of its Parts and Appendices;

**“Applicant”** means a person, corporation, or entity, or their agent, including the Province and any agent of the Province, that has submitted an Application;

**“Application”** means an application, other than an application for an environmental assessment certificate under the *Environmental Assessment Act*, seeking authorization(s) for land and resource use, including the application document, any materials for amendment, renewal or replacement approvals, and all supporting materials, that is submitted by an Applicant and received by a Provincial Agency represented in this Agreement;

**“Atlin Taku Land Use Plan”** means the Atlin Taku Land Use Plan dated July 19, 2011;

**“Atlin Taku Land Use Plan Area”** means the Atlin-Taku Land Use Plan Area as shown on Map A in Appendix A;

**“Dispute Resolution”** means the processes by which representatives of the Parties seek to resolve disputes respecting the interpretation or implementation of this Agreement, as set out in Part 14;

**“Effective Date”** means the date this Agreement is signed by both Parties;

**“Engagement”** means the processes for Shared Decision Making related to land and resource matters by which representatives of the Parties share information, undertake discussions, and may seek agreement on Recommendations as set out in Section 3.9, and also is the process by which the Parties intend to fulfil their legal obligations for consultation and accommodation respecting Taku River Tlingit Aboriginal Rights as such obligations are defined by the courts;

**“Engagement Coordinators”** means the designated representatives assigned respectively by the Province and the TRTFN as set out in Section 12.2b;

**“Engagement Level”** or **“Level”** means a defined Engagement process under the Engagement Model as set out in Appendix B;

**“Engagement Matrix”** means the tool used by Provincial Agencies and TRTFN Departments to determine an appropriate Engagement Level under the Engagement Model as set out in Appendix B;

**“Engagement Model”** means the processes for engagement established in Appendix B including the Engagement Levels, Activity Types, Sensitivity Areas, Engagement Matrix, and Issues Resolution processes. The Engagement Model is differentiated from Joint Initiatives in that the former is largely driven by external factors such as Applications or routine administrative decisions, whereas the latter are project-type initiatives undertaken by agreement at the discretion of the Parties;

**“Framework Agreement”** means *the Framework Agreement for Shared Decision-Making Respecting Land Use and Wildlife Management*, as signed by the Parties on March 27, 2008;

**“Government-to-Government Forum”** or **“G2G Forum”** means the Forum established under Section 3.8 of this Agreement;

**“G2G Forum Co-Chairs”** or **“Co-Chairs”** means the Government-to-Government Forum Co-Chairs appointed by the Parties in Section 12.1;

**“Implementation Plan”** means the plan developed by the G2G Forum for the implementation of this Agreement, as set out in Section 12.3.a;

**“Issue Resolution”** means the process by which Representatives of the Parties seek to resolve a disagreement respecting the substance of a Recommendation developed under the Engagement Model, as set out in Appendix B;

**“Joint Initiatives”** means projects, programs, or other initiatives that are developed or undertaken together by the Parties pursuant to this Agreement for which mutually agreed terms of reference have been established;

**“Joint Research and Monitoring Initiative”** or **“JRMI”** means the Joint Initiative to be undertaken by the G2G Forum as set out in Section 3.10.b;

**“Khustiyxh”** or way of life of the Taku River Tlingit, means the preservation, promotion, and protection of Taku River Tlingit identity and culture prescribed by ancestral rules and norms. It includes Taku River Tlingit rules and responsibilities for stewardship of the Territory, and for the protection and promotion of the continuity of Taku River Tlingit culture, language, knowledge, and oral history, through the exercise of Taku River Tlingit rights throughout the Territory through traditional use of the lands, waters, animals, fish and plants, and other resources for cultural, spiritual, social and economic purposes;

**“No Registration Reserve”** means a reserve established by the Chief Gold Commissioner under Section 22(2)(a) of the *Mineral Tenure Act*;

**“Proposed Activity”** or **“Proposed Activities”** means, for the purposes of the Engagement Model, proposed land and resource activities set out in an Application or suite of related Applications received by a Provincial Agency which is represented in this Agreement or a decision or activity contemplated by such an Agency which may have adverse impacts on Taku River Tlingit Aboriginal Rights or which is subject to engagement as otherwise agreed by the Parties;

**“Province”** means the Province of British Columbia;

**“Provincial Agency”** means a Provincial ministry, agency, or office, other than the Environmental Assessment Office, that has responsibility to manage certain land and resource matters on behalf of the Province, and that is represented in this Agreement;

**“Recommendations”** means recommendations that are developed through Shared Decision Making structures, processes and initiatives in the Agreement, and provided to the Parties for their respective consideration;

**“Representatives”** means the representatives assigned by the Province and by the TRTFN to undertake Engagement under this Agreement;

**“Shared Decision Making”** means the approach by which the Parties will collaborate to consider land and resource matters, through structures, processes and initiatives including those in Part 3 of this Agreement, to inform their respective decisions;

**“Shared Decision Making Area”** or **“SDM Area”** means the geographic area to which this Agreement applies as shown on Map A in Appendix A, and which includes the traditional territory of the Taku River Tlingit First Nation that falls within the Province of British Columbia;

**“Spatial Reference Layer”** means Map B in Appendix B that provides guidance to the Parties with regard to the appropriate Engagement Level required for consideration of Proposed Activities;

**“Spatial Reference Category”** means the category assigned according to the Spatial Reference Layer;

**“Tenure Holder”** means a person, corporation, or entity that holds an existing tenure or permit awarded under Provincial legislation;

**“Taku River Tlingit”** means collectively the Taku River Tlingit people who are collectively the holders of Taku River Tlingit Aboriginal Rights and are represented in this Agreement by TRTFN;

**“TRTFN”** means the Taku River Tlingit First Nation as represented by the Spokesperson and quorum of Clan Directors;

“**TRTFN Department**” means a department of the Taku River Tlingit First Nation that has the responsibility to manage certain land and resource matters on behalf of the Taku River Tlingit First Nation;

“**Working Group**” means a government-to-government working group established by the Government-to-Government Forum.

## 2. Purpose and Intended Outcomes

- 2.1 The Parties are entering this Agreement in the spirit of the principles of the *New Relationship and Transformative Change Accord* to foster reconciliation of their interests, and for the purpose of:
  - 2.1.a Implementing the culturally and ecologically sustainable management framework for the SDM Area, comprised of the Atlin Taku Land Use Plan and the Shared Decision Making structures, processes and initiatives set out in this Agreement; and
  - 2.1.b Establishing an enduring and respectful government-to-government relationship in which the Parties can collaborate as a tangible step towards longer term reconciliation of their interests through treaty or other arrangements.
- 2.2 Through the implementation of this Agreement, the Parties intend to achieve outcomes including the following:
  - 2.2.a An improved understanding of each other’s respective interests and shared interests;
  - 2.2.b Structures, processes and initiatives for Shared Decision Making, including a clear, reliable, effective and efficient model for Engagement that allows the Parties to focus the majority of their respective resources on addressing the most significant Taku River Tlingit and Provincial land and resource interests;
  - 2.2.c Improved land use certainty to encourage investments related to diversified resource development, and to facilitate economic development that benefits the Taku River Tlingit, the community of Atlin, and all British Columbians;
  - 2.2.d Management of land, water, and resources, including ecosystems, fish and wildlife habitats and populations, that secure the integrity of places of cultural importance to the Taku River Tlingit, and that ensure that this and all future generations of Taku River Tlingit have opportunities to continue their Khustiyixh;
  - 2.2.e Collaborative approaches to ensure healthy populations of fish and wildlife that meet conservation requirements, First Nations food, social and ceremonial requirements as recognized and affirmed under Section 35(1) of the *Constitution Act*, 1982, and that also provide opportunities for resident and non-resident hunters;
  - 2.2.f A reduction in conflicts between the Parties over land use and wildlife management matters;
  - 2.2.g Mutually agreeable arrangements between the Parties for the sharing of resource revenues;
  - 2.2.h Strengthened and respectful relationships among the Parties, the community of Atlin, stakeholders and the public; and
  - 2.2.i Opportunities for other Tlingit Nations with traditional territories that fall within the SDM Area to participate fully in Shared Decision Making structures, processes and initiatives, or in the interim to be involved directly in discussions related to Proposed Activities that affect their rights and interests.

- 2.3 Under this Agreement the Province intends to provide funding, as appropriate, to supplement TRTFN funding for participation in the Shared Decision Making structures, processes and initiatives set out in this Agreement.
- 2.4 In carrying out their responsibilities under this Agreement, the Parties will apply their respective laws and policies in a manner that will fulfill the purposes and achieve the intended outcomes of this Agreement.
- 2.5 The Parties agree that the structures, processes and initiatives in this Agreement constitute the means by which they will seek to fulfill their respective obligations that arise from the constitutional duty to consult and accommodate, except for those obligations as they arise in the context of applications for an environmental assessment certificate under the *Environmental Assessment Act*.

### **3. Shared Decision Making**

- 3.1 The Parties will implement Shared Decision Making structures, processes and initiatives consisting of:
  - 3.1.a A Government-to-Government Forum as set out in Section 3.8;
  - 3.1.b An Engagement Model as set out in Section 3.9 for Proposed Activities in the SDM Area; and
  - 3.1.c Joint Initiatives as set out in Section 3.10, or otherwise as agreed by the Parties.
- 3.2 The Parties agree that funding and resources, including those set out in Part 10, are necessary for effective implementation of Shared Decision Making.
- 3.3 The Parties will seek to reach consensus on Recommendations when considering matters under the Shared Decision Making structures, processes and initiatives.
- 3.4 Where there remain points of disagreement between the Parties' representatives despite reasonable efforts to reach consensus, Recommendations may describe both the points of agreement and the Parties' respective views on the points of disagreement.
- 3.5 The Parties will review Recommendations developed under the structures, processes and initiatives for Shared Decision Making and will notify one another in a timely fashion of the outcomes of their review and consideration, and their respective decisions.
- 3.6 The Parties, either jointly or separately, may engage the local community and stakeholders on matters pursuant to this Agreement that may have an affect on local community and stakeholders interests.
- 3.7 Each Party's representatives may bring technical and resource persons to assist them to fulfill their responsibilities in the structures, processes and initiatives in the Agreement.
- 3.8 Government-to-Government Forum
  - 3.8.a The Parties will establish a Government-to-Government Forum that will continue for the term of this Agreement.
  - 3.8.b The G2G Forum will be the venue for strategic government-to-government dialogue and interaction between the Parties on land and resource matters that are within the scope of this Agreement, and will be responsible for:

- 3.8.b.i Implementing this Agreement, including Engagement with respect to Proposed Activities;
- 3.8.b.ii Guiding the implementation and monitoring of the Atlin Taku Land Use Plan;
- 3.8.b.iii Overseeing Joint Initiatives;
- 3.8.b.iv Sharing information;
- 3.8.b.v Discussing relevant legislative, policy, strategic or regional issues that are of interest to the Parties; and
- 3.8.b.vi Other matters as agreed by the Parties.
- 3.8.c The G2G Forum may recommend that specific activities or tasks be undertaken by Working Groups, as it considers appropriate.
- 3.8.d Each Party will assign up to three representatives to the G2G Forum, including its respective Co-Chair who will jointly manage the work of the G2G Forum.
  - 3.8.d.i The Province may allocate one of its seats on the G2G Forum to a community interests representative who will participate on the G2G Forum as one of the Province's representatives.
- 3.8.e Each Party will identify a Responsible Official who will oversee efforts to fulfil the purposes of this Agreement, with responsibilities including:
  - 3.8.e.i Consulting with that Party's decision-makers and leadership on issues related to implementation of this Agreement, as requested by their respective G2G Forum Co-Chairs;
  - 3.8.e.ii Approving amendments to the Engagement Model consistent with Part 13;
  - 3.8.e.iii Facilitating timely responses to Recommendations developed by the G2G Forum; and
  - 3.8.e.iv Supporting Dispute Resolution regarding implementation and interpretation of this Agreement between the Parties at the request of the G2G Forum Co-Chairs and as set out in Part 14.

### 3.9 Engagement Model

- 3.9.a The Parties seek to create a predictable framework for allocating Engagement effort based on the significance of a Proposed Activity and the sensitivity of resource values or interests that are affected, and establish clear timelines and procedures for Engagement between them.
- 3.9.b Pursuant to Section 3.9.a, the Parties will undertake Engagement with each other related to Proposed Activities within the SDM Area through the Engagement Model described in Appendix B.
- 3.9.c The Province will continue to encourage early and respectful engagement between prospective Applicants and the TRTFN, commensurate with the scale of the Proposed Activities.
- 3.9.d For the purposes of Engagement, the Parties will use electronic media to communicate and provide information to one another where practicable.

### 3.10 Joint Initiatives

- 3.10.a The G2G Forum may undertake Joint Initiatives where a proactive approach will serve to advance reconciliation of their interests or support informed decision-



making. Joint Initiatives may result in Recommendations for consideration by the Parties.

- 3.10.b The G2G Forum will undertake the following Joint Initiatives:
  - 3.10.b.i Establish a Fish and Wildlife Management Working Group, as set out in Part 5 and Appendix H;
  - 3.10.b.ii Establish a Joint Research and Monitoring Initiative to support the implementation of the Atlin Taku Land Use Plan and the achievement of the purposes of this Agreement, in a manner consistent with Appendix C; and
  - 3.10.b.iii Subject to designation of protected areas as set out in Appendix D, complete collaborative management plans for those protected areas, and for Atlin Park.
- 3.10.c The G2G Forum may by mutual agreement undertake additional Joint Initiatives to further the purposes of this Agreement.
- 3.10.d The Parties acknowledge that their ability to undertake Joint Initiatives may be subject to the availability of funding and resources.

## 4. Atlin Taku Land Use Plan

- 4.1 The Parties confirm their respective approvals of the Atlin Taku Land Use Plan as one element of the culturally and ecologically sustainable management framework for the Atlin Taku Land Use Plan Area.
- 4.2 Components of the Atlin Taku Land Use Plan will be implemented as provided for in this Agreement and others will be implemented as mutually agreed policy.
- 4.3 The G2G Forum may undertake a periodic review of the Atlin Taku Land Use Plan on behalf of the Parties to assess its timely implementation and its effectiveness in meeting the outcomes set out in Section 1.1 of the Atlin Taku Land Use Plan.

### 4.4 New Protected Areas

- 4.4.a The Parties will recommend that the Province establish the following protected areas in accordance with Appendix D:
  - 4.4.a.i Under the *Protected Areas of British Columbia Act*, Schedule E conservancies, Schedule F conservancies and additions to Atlin Park; and
  - 4.4.a.ii A protected area under the *Environment and Land Use Act*.
- 4.4.b Where the Parties negotiate and reach agreement on a single strategic industrial access route within the Nakina-Inklin Rivers / Yáwu Yaa Protected Area in accordance with Appendix E, the Parties will consider all Applications related to the proposed construction of such access through a Level 4 Engagement Process.
- 4.4.c Where the Parties have agreed to a single strategic industrial access route:
  - 4.4.c.i Within a Schedule F conservancy as listed in Appendix D, the Parties will recommend that the remainder of that conservancy be established as a Schedule E conservancy under the *Protected Areas of British Columbia Act*, and
  - 4.4.c.ii Within the protected area listed in Appendix D to be established under the *Environment and Land Use Act*, the Parties will recommend that the

remainder of that protected area be established as an addition to the Class A Atlin Park under the *Protected Areas of British Columbia Act*.

- 4.4.d The Parties will collaborate on the legal descriptions including the name for each protected area and will recommend that the Province adopt those legal descriptions.
- 4.4.e Where a mineral claim listed in Appendix F is located within the mapped boundary of a protected area listed in Appendix D the Parties will recommend that:
  - 4.4.e.i The Province establish and maintain a No Registration Reserve on the tenure areas;
  - 4.4.e.ii The land within the boundaries of a mineral claim be excluded from the protected area as long as the mineral claim exists, or is replaced, prior to expiry, with another tenure under the *Mineral Tenure Act* that would allow further development of the original claim; and
  - 4.4.e.iii The Province include the land within the boundaries of the mineral claim in the protected area where that mineral claim ceases to exist, or is not replaced with another tenure under the *Mineral Tenure Act*.
- 4.4.f The Parties will recommend that the land within the boundaries of *Land Act* lease No.740878 be:
  - 4.4.f.i Excluded from the Little Trapper Protected Area listed in Appendix D for as long as that lease exists, or is replaced prior to expiry with another tenure under the *Land Act*; and
  - 4.4.f.ii Included in the protected area where that lease ceases to exist, or is not replaced with another tenure under the *Land Act* prior to expiry.
- 4.4.g The Parties will review any existing authorizations that fall within the boundaries of the protected areas listed in Appendix D and any proposed replacement or amendment of the lease identified in Section 4.4.f, in accordance with the process set out in Appendix G.
- 4.4.h The Parties recommend that, prior to designation in accordance with Appendix D, the Province apply or continue interim designations as needed to achieve the intent of the Atlin Taku Land Use Plan, including maintaining a No Registration Reserve and establishing a *Land Act* Section 17 reserve over each recommended protected area.

#### 4.5 Atlin Park and Atlin Recreation Area

- 4.5.a The Taku River Tlingit support the continuance of Atlin Park as a Class A Park under the *Protected Areas of British Columbia Act*.
- 4.5.b The Parties agree to amend the legal description for Atlin Park so as to incorporate a Tlingit language name for the park.
- 4.5.c The Atlin Park collaborative management plan developed under 3.10.b.iii will, once approved, replace the current management direction statement for the park.
- 4.5.d The Parties agree that the collaborative management plan for Atlin Park may provide opportunities for commercial recreation tenures including appropriate facilities to support tourism operations.
- 4.5.e Notwithstanding the current management direction statement, the Parties agree that the opportunity set out in Section 9.1.a will be provided to the TRTFN prior to completion of the collaborative management plan.
- 4.5.f The Parties will recommend that the designation for the Atlin Recreation Area be rescinded upon designation of the Willison Creek – Nelson Lake Protected Area consistent with Section 4.4.a.

#### 4.6 Other Designations

- 4.6.a The Parties will recommend that the Province consider the use of provincial designations to fulfill the intent of management direction for Area Specific Resource Management Zones set out in Section 7 of the Atlin Taku Land Use Plan.
- 4.6.b The Parties will recommend that the Tlingit cultural sites shown on Map 14 of the Atlin Taku Land Use Plan be designated under Provincial legislation or policy, in a manner consistent with the management direction in Appendix E of the Atlin Taku Land Use Plan.
- 4.6.c The Parties will recommend the establishment of a designation outside of the area identified on Map 15 of the Atlin Taku Land Use Plan that will:
  - 4.6.c.i Prohibit commercial forest harvesting; and
  - 4.6.c.ii Permit miscellaneous harvesting associated with non-commercial forestry and other non-forestry activities.

### **5. Collaborative Fish and Wildlife Management**

- 5.1 The Parties recognize the significance of fish and wildlife values in the SDM Area for the Taku River Tlingit and all citizens of British Columbia.
- 5.2 The Parties will develop collaborative fish and wildlife management structures, processes and initiatives that:
  - 5.2.a Reflect the importance of fish and wildlife to the cultural, social and economic well-being of the Taku River Tlingit; and
  - 5.2.b Provide licensed harvest opportunities for resident and non-resident hunters.
- 5.3 The collaborative fish and wildlife management structures, processes and initiatives developed by the Parties will incorporate all sources of knowledge in order to maintain viable, healthy and ecologically functional fish and wildlife populations and their habitats.
- 5.4 Pursuant to Sections 5.1, 5.2 and 5.3, the Parties will collaborate in the management of fish and wildlife in the SDM Area as follows, and subject to available resources:
  - 5.4.a Research, inventory and monitoring activities related to fish and wildlife through the Joint Research and Monitoring Initiative, as set out in Section 3.10.b.ii and Appendix C;
  - 5.4.b Establishment of a fish and wildlife management working group, consistent with Section 3.10.b.i and Appendix H;
  - 5.4.c Engagement on fish and wildlife matters with respect to Proposed Activities; and
  - 5.4.d Efforts to improve the monitoring of resident and non-resident harvest by the Province, and the monitoring of Taku River Tlingit harvest by TRTFN Departments, including measures to facilitate the sharing of data collected by the Parties to support informed decision making in a manner consistent with Part 7.
- 5.5 The Parties agree that the implementation of measures outlined in this Part will allow the Parties to address their shared interests with regards to collaborative fish and wildlife management, in place of commitments in the Framework Agreement to undertake comprehensive fish and wildlife management planning.

## 6. Other First Nations

- 6.1 The TRTFN may engage in discussions with other First Nations that assert interests within the SDM Area to inform the deliberations at the G2G Forum with regard to land and resource matters.
- 6.2 The Province will consult with other First Nations about matters under consideration by the G2G Forum that have the potential to impact their Aboriginal Rights and interests in British Columbia. For greater certainty, the Province will consider information from other First Nations when making decisions, consistent with its legal obligations.
- 6.3 The Province will consult with other First Nations prior to making its final decisions on legal designations to implement the Atlin Taku Land Use Plan, including those recommended under Part 4.
- 6.4 At the request of the Carcross/Tagish First Nation or the Teslin Tlingit Council, the Parties will attempt to negotiate an amendment to this Agreement to enable that First Nation to become a signatory to this Agreement with respect to their traditional territory within British Columbia.
- 6.5 The Parties may invite the Carcross/Tagish First Nation or the Teslin Tlingit Council, or both, to participate in discussions under the G2G Forum with respect to Recommendations that may affect their Aboriginal Rights or interests in their respective traditional territories within the SDM Area.

## 7. Confidentiality and Information-Sharing

- 7.1 The Parties seek to support informed decision making in the SDM Area by sharing relevant knowledge and information.
- 7.2 The Parties recognise that some relevant knowledge and information, including data sets and monitoring information held by either Party, may be confidential or sensitive in nature, and that confidential or sensitive knowledge or information may be shared by each Party at their discretion.
- 7.3 Where the Province shares information with TRTFN for the purposes of this Agreement and that information is identified in writing as confidential or sensitive:
  - 7.3.a The Province will assist the TRTFN in determining the use, security, level of sensitivity, and interpretation of such information and terms under which that information may be reproduced or shared, in whole or in part, with any other party; and
  - 7.3.b The TRTFN will make all reasonable efforts to prevent the disclosure of such information to the public.
- 7.4 The Province recognizes that the Taku River Tlingit are the responsible stewards of cultural knowledge and cultural information and that such knowledge and information may be confidential or sensitive in nature.
- 7.5 Where the TRTFN shares knowledge and information with the Province for the purposes of this Agreement and that knowledge or information is identified in writing as confidential or sensitive:
  - 7.5.a The TRTFN will assist the Province in determining the use, security, level of sensitivity, and interpretation of such information and terms under which that information may be reproduced or shared, in whole or in part, with any other party;

- 7.5.b The Province will make all reasonable efforts to prevent the disclosure of such information to the public, except in accordance with the Province's *Freedom of Information and Protection of Privacy Act* or as otherwise required by law; and
- 7.5.c If the Province receives a request under the Province's *Freedom of Information and Protection of Privacy Act* for disclosure of information received from the TRTFN, the Province will provide the TRTFN with an opportunity to express its views regarding the potential impacts that may arise from such a disclosure.

## 8. Resource Revenue-Sharing

- 8.1 The Parties will identify and negotiate potential revenue and benefits sharing arrangements between them within the SDM Area where these arrangements are supported by required policies and mandates of both Parties.
- 8.2 In the event that the Parties enter into a revenue sharing agreement including a replacement or renewal of the existing Interim Agreement on Forest and Range Opportunities which took effect on June 21, 2007, the Province may reduce funds that would otherwise be provided for Engagement capacity under any such agreements in consideration of funding provided under this Agreement.

## 9. Economic Development Opportunities

- 9.1 The Parties agree to pursue economic development opportunities for the benefit of the TRTFN including the following:
  - 9.1.a Upon approval of this Agreement, the Province will provide an enhanced opportunity for the TRTFN to obtain a commercial recreation tenure that includes a provision for the establishment of facilities in Atlin Park, Nakina-Inklin Rivers / Yáwu Yaa protected area, and Taku River / T'akú Téix' protected area, subject to the TRTFN meeting requirements for an impact assessment and business plan;
  - 9.1.b The Province will provide the TRTFN with enhanced opportunities to acquire additional commercial recreation tenures:
    - 9.1.b.i Outside of protected areas, consistent with applicable landscape level recreation management plans; and
    - 9.1.b.ii Within protected areas, subject to approval of protected area management plans.
  - 9.1.c The Province will provide the TRTFN with enhanced access to tenures within the Atlin Community / Wênàh Zone, including:
    - 9.1.c.i The siting of potentially available properties within the Atlin Community / Wênàh Zone; and
    - 9.1.c.ii Reserving a number of potentially available properties for the provision of tenures to the TRTFN or for treaty or other future negotiations between the Parties.
- 9.2 The Parties agree that it is also important to provide access to tenures and economic opportunities for other British Columbians in the SDM Area.
- 9.3 In the event that the Parties jointly develop and approve pre-tenure plans for uses such as residential lot development, commercial/residential development in the Atlin Community /

Wênàh Zone, or independent power development, the Parties may negotiate appropriate economic benefits for the TRTFN related to these plans.

## 10. Funding Support for Implementation of this Agreement

- 10.1 The Parties will be responsible for pursuing resources to implement their own commitments under this Agreement from funding sources potentially available to them.
- 10.2 For the initial three (3) year period of this Agreement, the Province will provide the TRTFN with an amount not to exceed \$600,000 to supplement its own resources as follows:
  - 10.2.a Funding of \$100,000 per year for three (3) years commencing on the Effective Date to support Tlingit capacity to implement the Agreement including Shared Decision Making structures, processes and initiatives;
  - 10.2.b Funding of \$50,000 per year for three (3) years to support a TRTFN fish and wildlife management program;
  - 10.2.c Funding of up to \$50,000 to support a Joint Initiative approved by the G2G Forum to evaluate industrial road access options to the Tulsequah valley, if required and in a manner consistent with Appendix E; and
  - 10.2.d Funding of up to \$100,000 in total to support one or more of the following:
    - 10.2.d.i TRTFN involvement in Engagement for up to two (2) projects that are subject to environmental assessment;
    - 10.2.d.ii TRTFN involvement in Level 4 Engagement for other projects, by agreement.
- 10.3 The Province will provide the TRTFN with the funding outlined in Section 10.2 as follows:
  - 10.3.a Under Sections 10.2.a and b for the first year of the Agreement upon signing of the Agreement;
  - 10.3.b Under Sections 10.2.a and b for the second and third year of the Agreement upon submission by the TRTFN of the annual reports under Part 11;
  - 10.3.c Under Section 10.2.c upon approval of the Joint Initiative by the G2G Forum; and
  - 10.3.d Under Section 10.2.d upon a major project entering the environmental assessment process, or other approval processes.
- 10.4 Notwithstanding any other provision of this Agreement, any payment of funds by the Province to the TRTFN for any purposes pursuant to this Agreement is subject to:
  - 10.4.a Annual appropriations, as defined in the Province's *Financial Administration Act*, for the fiscal year in which the payment becomes due to enable the Province to make such a payment; and
  - 10.4.b Any Treasury Board, as defined in the Province's *Financial Administration Act*, condition or limitation placed on an expenditure under any appropriation necessary to make such payment.
- 10.5 Prior to the commencement of successive three-year periods of this Agreement, the Parties will seek to negotiate the renewal of funding to supplement TRTFN resources for implementation of this Agreement. It is the intent of the Province that if, at that time, TRTFN are receiving revenue sharing under an agreement with the Province that such revenue sharing will be considered in establishing the amount of any subsequent funding under this Agreement.

## 11. Reporting

- 11.1 TRTFN will prepare thirty (30) days prior to each anniversary of the Agreement, reports in a mutually agreeable form, that include a detailed description of how funding provided under this Agreement has been utilized by the TRTFN to assist in implementing this Agreement.
- 11.2 The TRTFN will ensure that the reports outlined in Section 11.1 are posted on a public internet site in a manner that would reasonably make it available to TRTFN members and the public. If, due to technical limitations, the TRTFN is unable to make the reports available in this manner, the Province may assist in the public dissemination of the reports.
- 11.3 Prior to Provincial approval of the third year of funding for the TRTFN fish and wildlife management program as set out in Section 10.2.b, TRTFN will provide to the Province:
  - 11.3.a A confidential preliminary report regarding Taku River Tlingit wildlife harvest activities for the second year of the Agreement; and
  - 11.3.b A commitment to share detailed confidential Taku River Tlingit wildlife harvest data with the Province by the end of the third year of the Agreement.

## 12. Implementation of this Agreement

- 12.1 Within thirty (30) days of the Effective Date of this Agreement, the Parties will appoint their Responsible Officials, G2G Forum representatives and G2G Forum Co-Chairs.
- 12.2 Within sixty (60) days of the Effective Date of this Agreement, the G2G Forum Co-Chairs will:
  - 12.2.a Develop recommendations for terms of reference for the G2G Forum consistent with the terms of this Agreement, for review and approval by the Responsible Officials; and
  - 12.2.b Assign an Engagement Coordinator and an alternate to support the work of the G2G Forum, facilitate and coordinate Engagement as set out in this Agreement, and undertake other tasks as guided by the Co-Chairs.
- 12.3 Within one hundred and twenty (120) days of the Effective date of this Agreement the G2G Forum Co-Chairs will:
  - 12.3.a Develop, for approval by the Responsible Officials, an Implementation Plan, which can be revised or renewed annually, for the completion of deliverables required under this Agreement, including:
    - 12.3.a.i A defined initial stage of implementation for the Engagement Model during which operational procedures and the Activity Tables set out in Appendix B will be tested;
    - 12.3.a.ii A timetable for the completion of Joint Initiatives as set out in Section 3.10;
    - 12.3.a.iii Establishment of other priorities to be undertaken as Joint Initiatives or as initiatives facilitated by the G2G Forum including planning for the Atlin Community / Wênàh Zone and outstanding commitments from the Framework Agreement;
    - 12.3.a.iv A timetable of activities required for the implementation of the Atlin Taku Land Use Plan, as set out in Part 4; and
    - 12.3.a.v Those related to revenue sharing and economic opportunities as set out in Part 8 and Part 9.

- 12.3.b Develop a performance management system that will be used for monitoring and continuous improvement of the Engagement Model and that will incorporate:
  - 12.3.b.i Annual reporting by both Parties of transactions under the Engagement Model consistent with the criteria and metrics set out in Appendix I, for review and consideration by the G2G Forum; and
  - 12.3.b.ii A mechanism for undertaking a structured assessment of Shared Decision Making structures, processes and initiatives every thirty-six (36) months or otherwise by mutual agreement, including indicators to assess progress toward the achievement of the purposes and intended outcomes of this Agreement.
- 12.4 The G2G Forum will consider the results of annual reporting or assessments provided for in Section 12.3.b, or other information related to the effectiveness and efficiency of Shared Decision Making and may make Recommendations consistent with Part 13.

## 13. Amendment

- 13.1 The Parties recognize that their relationship will evolve over time and that new opportunities may emerge from the successful implementation of this Agreement.
- 13.2 The G2G Forum may make Recommendations respecting amendments to improve this Agreement from time to time.
- 13.3 Upon recommendation by the G2G Forum, the Responsible Officials may by mutual written agreement amend:
  - 13.3.a Any component of the Engagement Model as set out in Appendix B to improve its efficiency or effectiveness; or
  - 13.3.b The assessment criteria for performance management, as set out in Appendix I.
- 13.4 Notwithstanding Section 13.3, during the defined initial stage of implementation the Co-Chairs may agree in writing to amend the operational procedures and Activity Tables set out in Appendix B.
- 13.5 Other than those aspects of the Agreement set out in Section 13.3 and 13.4, any other aspect of the Agreement may be amended by written agreement of the Parties.

## 14. Dispute Resolution

- 14.1 The Parties recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore, and resolve differences which may arise between them, and will endeavour to resolve such differences in a manner that fosters an improved, ongoing, and respectful government-to-government relationship between them.
- 14.2 If the Parties are unable to resolve disputes respecting the interpretation or implementation of this Agreement, the G2G Forum Co-Chairs may undertake one or more of the following measures to resolve such disputes:
  - 14.2.a Exchange in writing a full description of the areas of disagreement and any outstanding issues;
  - 14.2.b Use non-binding facilitation and/or mediation under terms agreeable to both Parties;



14.2.c Seek other dispute resolution measures as appropriate to the nature of the dispute and as may be mutually agreeable to the Parties; and

14.2.d Forward the matter to the Responsible Officials.

14.3 When an issue has been forwarded to the Responsible Officials pursuant to Section 14.2.d, then within thirty (30) working days the Parties will jointly hold an education forum to inform the Responsible Officials of their respective concerns, interests, positions and Recommendations. Following such a forum, the Responsible Officials will confirm the approach to attempt to resolve the dispute on behalf of the Parties.

## 15. Term and Termination

15.1 This Agreement will be in effect from the signing of the Agreement by both Parties.

15.2 The Parties will undertake a review of the Agreement every thirty-six (36) months or otherwise by mutual agreement and may make Recommendations respecting its amendment.

15.3 In recognition of the enduring value of a government-to-government relationship, the Parties will exhaust the opportunities presented by this Agreement, including the Dispute Resolution provisions in Part 14, to resolve any disagreement related to this Agreement before giving notice under Section 15.4.

15.4 Subject to Section 15.3, either Party may terminate this Agreement upon ninety (90) days written notice to the other of the intent to terminate, the effective date of termination, and the reason(s) for terminating the Agreement.

## 16. General Provisions

16.1 With respect to sovereignty, title, ownership and jurisdiction:

The position of the Taku River Tlingit is that it holds existing Aboriginal Rights, including title and other interests, throughout the areas in British Columbia and Yukon that the Taku River Tlingit have used and occupied since time immemorial;

Taku River Tlingit Aboriginal title and land-related rights have never been ceded, surrendered or abandoned, nor have they been extinguished. Crown interests and authority in Taku River Tlingit Territory are subject to that Title and those rights.

Traditionally, and in the present, the Taku River Tlingit harvest and rely on resources within the traditional territory to sustain themselves and their way of life as an Aboriginal people and intend to continue to do so to perpetuate their way of life for future generations;

The Taku River Tlingit have responsibilities to act as stewards of land, waters and

The position of the Province is that the lands, waters, and resources of British Columbia, subject to certain private rights and interests, are Crown lands, waters, and resources subject to the sovereignty of Her Majesty the Queen and the legislative jurisdiction of the Province of British Columbia;

The Province recognizes that the Taku River Tlingit have Aboriginal Rights within their traditional territory but asserts that the specific nature, scope or geographic extent of those, including any Taku River Tlingit laws, have not yet been determined.

resources in their traditional territory for present and future generations, including the right to make decisions on how the land and resources are used, and the Taku River Tlingit invoke the Crown's duties to consult and accommodate as one of the ways to fulfill those responsibilities.

- 16.2 The Parties acknowledge that Section 16.1 represents the positions of each Party with which the other Party has not necessarily agreed, and therefore do not constitute admissions by either Party with respect to the positions of the other.
- 16.3 Notwithstanding and without prejudice to the divergence of their respective positions stated in Section 16.1, the Parties seek an enduring, respectful, and resilient relationship that further advances a process of reconciliation between them.
- 16.4 This Agreement does not:
- 16.4.a Constitute a treaty or land claim agreement within the meaning of Section 25 and Section 35 of the *Constitution Act*, 1982;
  - 16.4.b Create, recognize, define, deny, limit, amend, or prejudice any Aboriginal Rights;
  - 16.4.c Alter or limit the Parties' constitutional jurisdiction or obligations, or statutory authority or obligations, or limit any position either Party may take in future negotiations or legal proceedings with respect to those;
  - 16.4.d Constitute any admission of fact or liability; or,
  - 16.4.e Except as specifically provided, affect any existing authorization or tenure issued by the Province.
- 16.5 The Parties agree that in order to allow for creative discussion of land and resource matters, they may jointly agree to undertake specific discussions through the G2G Forum on a "without prejudice" basis. When such discussions take place, they will specifically be recorded as having occurred on a "without prejudice" basis.
- 16.6 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favor of either Party.
- 16.7 The use of the word "including" does not limit the generality of the proceeding term or phrase.
- 16.8 Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.
- 16.9 This Agreement shall be interpreted in accordance with the laws of British Columbia and Canada.
- 16.10 This Agreement may be executed in counterparts.
- 16.11 This Agreement and any amendments 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.
- 16.12 If any part of this Agreement is declared or held invalid, the invalidity of that part will not affect the validity of the remainder of the Agreement which will remain in full force and effect.

- 16.13 If any part of this Agreement is declared or held invalid, the Parties agree to negotiate and attempt to reach agreement on a replacement for that Part and if no agreement is reached, the Parties may refer the matter to agreed-to Dispute Resolution processes.
- 16.14 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context otherwise requires.
- 16.15 In this Agreement, a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it.
- 16.16 No term, condition, covenant or other provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 16.17 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- 16.18 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.
- 16.19 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.

## **17. Representation and Warranties**

- 17.1 The Province, as represented by the Minister of Aboriginal Relations and Reconciliation, the Minister of Forests, Lands, and Natural Resource Operations, the Minister of Environment, and the Minister of Energy and Mines represents and warrants that it has the authority to enter into this Agreement and to make the covenants and representations in this Agreement.
- 17.2 The TRTFN, as represented by the Spokesperson and a quorum of Clan Directors, represents and warrants that it has the authority to enter into this Agreement and to make the covenants and representations in this Agreement.

Signed on behalf of the Taku River Tlingit  
First Nation, as represented by:

Signed on behalf of Her Majesty the Queen in  
Right of the Province of British Columbia, as  
represented by:

Louise Gordon 07.19.11  
Louise Gordon  
Wolf Clan Director

Date

Mary Polak 07.19.11  
Honourable Mary Polak  
Minister of Aboriginal Relations  
and Reconciliation

Date

Wayne Carlick 07/19/11  
Wayne Carlick  
Crow Clan Director

Date

Steve Thomson 07-19-11  
Honourable Steve Thomson  
Minister of Forests, Lands, and  
Natural Resource Operations

Date

Bryan Jack 07/19/11  
Bryan Jack  
Wolf Clan Director

Date

Terry Lake 07-21-11  
Honourable Terry Lake  
Minister of Environment

Date

Shirley Reeves Sept 12, 2011  
Shirley Reeves  
Crow Clan Director

Date

Rich Coleman  
Honourable Rich Coleman  
Minister of Energy and Mines

AUG 04 2011

Date

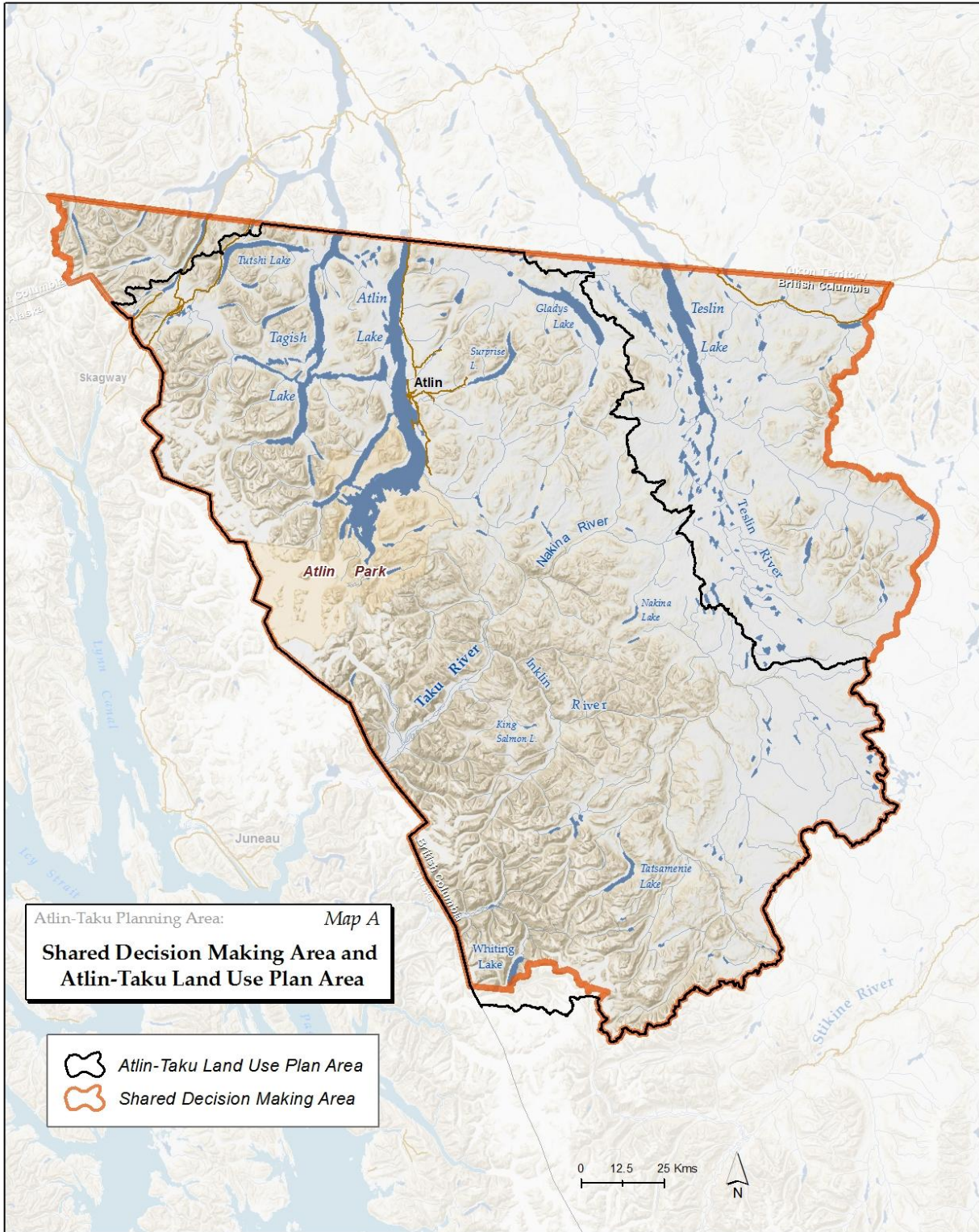
John Ward  
John Ward  
Spokesperson

Date

## APPENDICES



# A: Map A: SDM Area & Atlin Taku Land Use Plan Area



## B: Engagement Model

### Components of the Engagement Model

1. The Engagement Model consists of the following components as set out in this Appendix:
  - Engagement Matrix, including;
    - Generalized Activity Types or Sector Specific Activity Types; and,
    - Spatial Reference Layer;
  - Engagement Levels; and
  - Issue Resolution Processes.

### Engagement Matrix

2. The Engagement Matrix guides Engagement effort based on the significance of a Proposed Activity (referred to as 'Activity Type') and the sensitivity of resource values or interests that are affected in that location (referred to as 'Spatial Reference Category'):
  - Table 4 defines Sector Specific Activity Types (Types 0 to IV) for Proposed Activities. In the event that there is no Sector Specific Activity Type that applies to a Proposed Activity, and only under those circumstances, then the General Activity Types shown in Table 4 are used.
  - The Spatial Reference Layer (Map B) is used to define the Spatial Reference Category (A to C) based on the location of Proposed Activities (see *Spatial Reference Layer*, and Map B). Where Proposed Activities are not spatially referenced to a discrete location within the SDM Area, the Engagement Level is based only on the Activity Type and the Engagement Matrix does not apply. For Proposed Activities under consideration by the Parties that are located beyond the spatial extent of the Spatial Reference Categories shown on Map B, the Engagement Level is based only on the Activity Type.
  - The Engagement Matrix identifies the proposed Engagement Level (1 to 4) for a particular combination of Activity Type and Spatial Reference Category, as shown in Table 1.
  - For Activity Types '0,' no Engagement is required and the Engagement Matrix does not apply.

Table 1: Engagement Matrix				
Category	Activity Type			
	I	II	III	IV
A	Level 1	Level 2	Level 2	Level 4
B	Level 1	Level 2	Level 3	Level 4
C	Level 2	Level 2	Level 3	Level 4

3. Engagement Levels 1-3 consist of one or more of the following steps, as described in detail below and as shown in Table 2:
  - Initiation of Engagement, by the provision and receipt of an information package prepared by a Provincial Agency or TRTFN Department;
  - Confirmation of Engagement Level or process;
  - Information-sharing;
  - Development of Recommendations; and, where necessary
  - Issue Resolution.

Steps	Level 1	Level 2	Level 3
Initiation of Engagement	X	X	X
Confirmation of Engagement process	X	X	X
Information-sharing		X	X
Development of Recommendations (no technical meeting)		X	X
Development of Recommendations (technical meeting)			X
Issue Resolution		X (if required)	X (if required)

4. The Engagement effort required at a given Level is as follows:
  - Level 1 Engagement, or 'notification,' involves one of the Parties providing to the other an information package related to a Proposed Activity or other matter, and a determination by the Parties that no further Engagement is required.
  - Level 2 Engagement involves the provision of an information package by one Party to the other as required under Level 1 and discussions, by phone or in writing, between representatives of the relevant Provincial Agencies and TRTFN Departments to seek consensus on Recommendations.
  - Level 3 Engagement involves all steps required for Level 2 and also more detailed discussions of the Proposed Activity or resource management matter through a joint technical meeting(s) of representatives from relevant Provincial Agencies and TRTFN Departments. Such joint technical meetings may be convened with the assistance of the Engagement Coordinators, and will occur at a frequency sufficient to enable the Parties to complete Engagement according to the timelines set out in this Agreement.
  - Level 4 Engagement occurs only at the discretion of the G2G Forum Co-Chairs, and will include the establishment of a joint Working Group to undertake more detailed technical discussions between the Parties, and may include one or more of the following:
    - Joint assessments or other studies undertaken on behalf of both Parties, including those required to fulfill the management direction set out in the Atlin Taku Land Use Plan;
    - Coordination with other assessment processes as required by provincial statute; and
    - Development of consensus Recommendations.
5. The Parties share an interest in providing to Applicants a timely response respecting the outcomes of Engagement. For more complex Proposed Activities, the Engagement Coordinators may agree to stage or bundle Engagement at an appropriate Level or Levels to avoid unreasonable delays.
6. If the spatial extent of a Proposed Activity extends across more than one Spatial Reference Category area, the Engagement Coordinators will determine an Engagement Level based upon the proportion and significance of activities proposed in each Spatial Reference Category.
7. When considering Engagement Levels, Representatives may propose to elevate the Level indicated by the Engagement Matrix, or by agreement lower the Level, based on considerations such as:
  - The potential for the Proposed Activities to exceed a threshold of impacts that may cause significant risk or harm to sensitive ecological or cultural features in a defined area;



- Results of preliminary assessment or operational planning that may indicate the presence of previously unidentified sensitive cultural or ecological features in an area affected by the Proposed Activities;
- Proposed Activities that involve no or minimal risk of new impacts, and where initial similar activities were reviewed through previous Engagement to the satisfaction of the Parties; or
- Evidence of written support for the Proposed Activities from the TRTFN.

### **Pre-Engagement Interaction with Applicants**

8. Upon receipt of an Application, prior to initiating Engagement Levels 2 or 3 a Provincial Agency will inform the Applicant of the Shared Decision Making approach between the Parties and will encourage the Applicant to contact the TRTFN, and to share application information directly with the TRTFN at a level of detail commensurate with the scale and scope of Proposed Activities.
9. The TRTFN intends that pre-Engagement interaction with an Applicant will serve as an opportunity to build respectful and mutually beneficial working relationships.
10. A TRTFN Department will inform a Provincial Agency of the outcomes of discussions between the TRTFN and an Applicant that may occur prior to the submission of an Application.
11. Where an Application is supported by the TRTFN in writing, the Engagement Level will generally be lowered by at least one Level.

### **Initiation of Engagement for Levels 1-3**

12. A Provincial Agency will initiate Engagement on Proposed Activities by providing to a TRTFN Department an information package that includes the following kinds of information, as applicable:
  - A summary of the Proposed Activities, and relevant Application(s) materials;
  - The identity and contact information of the Applicant that has submitted an Application or the Tenure Holder whose tenure or permit is under consideration;
  - A description of the approximate location of or area affected by the Proposed Activities, and, if considered necessary at this stage, reference to the relevant management direction set out in the Atlin Taku Land Use Plan or other plans mutually agreed by the Parties;
  - A proposed Engagement Level as indicated by the Matrix or reflective of an alternative proposed Level as may be considered appropriate;
  - A reference to the relevant Provincial statute(s) and the type of authorization(s) that would flow from potential Provincial decisions respecting the Proposed Activities;
  - The contact information for the Provincial Representative(s) for the purposes of Engagement; and
  - Other relevant available information.
13. A TRTFN Department may initiate Engagement on a matter of concern by preparing and providing to the Provincial Engagement Coordinator an information package that includes the following kinds of information, as applicable:
  - A summary of the matter of concern;
  - A description of the kinds of information that may resolve the matter or would support Engagement on the matter;
  - If considered necessary at this stage, reference to the relevant management direction, as set out in the Atlin Taku Land Use Plan or other plans mutually agreed by the Parties;
  - A proposed Engagement process to advance discussions respecting the matter of concern;
  - The contact information for the TRTFN Representative(s) for the purposes of Engagement; and
  - Other relevant available information.

### **Confirmation of an Engagement Process Initiated by the Province**

14. Within five (5) business days of receipt of the information provided by a Provincial Agency initiating Engagement, the TRTFN Department will respond by:
  - Indicating agreement with the proposed Engagement Level (1-4), in which case that Level ensues;
  - Proposing to elevate the Engagement Level by one Level, up to and including Level 3, in which case that Level ensues;
  - Proposing to lower the Engagement Level, or agreeing with a Provincial Agency proposal to do so, in which case that Level ensues; or
  - In exceptional circumstances, bringing the matter to the attention of the Engagement Coordinators.
15. In the event that the TRTFN Department confirms that Engagement Level 1 is appropriate, no further Engagement is required.
16. Engagement may only be elevated to Level 4 by agreement of the G2G Forum Co-Chairs.
17. In its response the TRTFN Department will identify its representative for the purposes of Engagement (Level 2-4).
18. If a TRTFN Department does not confirm an Engagement Level within five (5) business days:
  - If Level 1 was proposed, no further Engagement efforts are required.
  - If Level 2 or 3 was proposed, the subsequent step for that Level will ensue.

### **Confirmation of an Engagement Process Initiated by the TRTFN**

19. Within ten (10) business days of the receipt of information provided by a TRTFN Department initiating Engagement, or of the date that a matter is brought to the attention of the Engagement Coordinators, the Engagement Coordinators will:
  - Review the information package together;
  - Facilitate the exchange of further information as needed; and
  - Attempt to reach agreement on a Recommendation respecting a process to address the matter, which may include bringing the matter to the attention of the G2G Forum Co-Chairs.
20. If the Provincial Engagement Coordinator does not respond within ten (10) business days of the receipt of information from a TRTFN Department initiating Engagement, the matter may be brought to the attention of the G2G Forum Co-Chairs for direction.

### **Information-Sharing for Engagement Levels 2-3**

21. A TRTFN Department will review information provided by a Provincial Agency and will within fifteen (15) business days of receipt provide to the identified Provincial Representative an information package that includes:
  - A description of Taku River Tlingit interests, including Aboriginal Rights, which may be impacted by the Proposed Activities; and
  - Preliminary proposed options to address such potential impacts.
22. If the TRTFN Department does not share such information, the Provincial Agency may proceed without further Engagement efforts but will give full consideration to relevant known information respecting Taku River Tlingit interests when considering Proposed Activities.

### **Development of Recommendations for Engagement Levels 2-3**

23. Upon receipt of an information package in the Information-Sharing step, the identified Provincial Agency and TRTFN Department Representatives will review available and relevant information, and will engage in discussions, appropriate to the Engagement Level, during which they will make reasonable efforts to reach consensus on Recommendations respecting Proposed Activities.

24. In developing Recommendations, the Representatives will consider and where necessary address some or all of the following:
  - Applicable laws, policies, or customs of the Parties;
  - The purposes and intended outcomes of this Agreement;
  - Consistency with the vision, guiding principles and management direction in the Atlin Taku Land Use Plan or other plans mutually agreed by the Parties;
  - Compatibility with any other agreements between the Parties;
  - Potential environmental, social and economic effects or benefits;
  - Potential impacts of Proposed Activities on Taku River Tlingit Aboriginal Rights, and any proposed measures to accommodate such rights; and
  - Other relevant information as mutually agreed by the Parties.
25. The timelines for completing Recommendations are:
  - For Level 2, fifteen (15) business days; and
  - For Level 3, thirty (30) business days.
26. Where the Representatives identify issues that cannot be meaningfully addressed within the scope of decisions respecting particular Proposed Activities, such issues may be brought to the attention of the Engagement Coordinators. Such issues may include:
  - Concerns respecting substantive impacts of past activities or decisions;
  - Policy issues or matters of a regional nature; or
  - Other matters as agreed by the Representatives.
27. With respect to issues identified in Article 26, the Engagement Coordinators will:
  - Review the issue together;
  - Facilitate the exchange of further information as needed; and
  - Attempt to reach agreement on a Recommendation respecting a process to address the issue, which may include bringing the matter to the attention of the G2G Forum.
28. Unless an issue is referred to the Issue Resolution process, the provision of Recommendations to the Parties by the Representatives constitutes the completion of the Engagement process.
29. It is the understanding of the Parties that after the Engagement has been completed, each Party will consider all relevant information and Recommendations related to each Proposed Activity and will proceed to make its own decision respecting the Proposed Activity.
30. Either Party may communicate with the other to confirm the outcomes of their considerations pursuant to Article 29.

#### **Level 4 Engagement**

31. On being advised by an Engagement Coordinator of a Proposed Activity that meets the criteria for Level 4, either G2G Forum Co-Chair will notify the other G2G Forum Co-Chair of the Proposed Activity as soon as possible and such notification will constitute the initiation of Engagement respecting the Proposed Activity.
32. Following such notification:
  - The Provincial Forum Co-Chair will share the following information with the TRTFN as soon as is feasible:
    - The general location and the nature of the Proposed Activities;
    - The types of Provincial authorizations that may be required for the Proposed Activities; and
    - The Provincial Agencies that may be involved in Provincial authorizations for the Proposed Activities.
  - The TRTFN Forum Co-Chair will share relevant information respecting the status and outcomes of any discussions between the TRTFN and an Applicant respecting the Proposed Activities as soon as is feasible.

- The G2G Forum Co-Chairs will, within twenty (20) business days of the notification above, establish a Level 4 Working Group under its direction and convene an initial meeting of that Working Group to discuss:
    - Initial views on the potential impacts of the Proposed Activities, including potential impacts on Taku River Tlingit Aboriginal Rights;
    - Initial views on the potential benefits of the Proposed Activities to the Taku River Tlingit and others;
    - Information requirements and measures to support ongoing information sharing;
    - Workplanning for further Level 4 Working Group activities with respect to the development of process Recommendations for Engagement respecting the review of Proposed Activities; and
    - Other matters as agreed by the G2G Forum Co-Chairs.
33. The Level 4 Working Group will attempt to develop process Recommendations for Engagement respecting the Proposed Activities in consideration of the topics for discussion above, or will refer the matter to the G2G Forum for its consideration.
34. The timeline for completion of Engagement process Recommendations is forty-five (45) business days of the initial meeting.

**Considerations for Engagement Process Recommendations for Advanced Mineral Sector Activities**

35. Where a mining project is taken up by the Northwest Mine Development Review Committee (MDRC), the Parties agree as follows:
36. Representatives of the Parties will participate as active members of the MDRC which will serve as the primary venue for Engagement on technical matters related to mine development such as:
  - Development, closure and reclamation planning;
  - Coordinating Environmental Assessment certificate conditions in mine permits and concurrent permitting;
  - Meeting standards and statutory permitting requirements;
  - Public consultation; and
  - Other matters by mutual agreement.
37. The G2G Forum will also establish or continue an existing Level 4 Working Group to deal specifically with the project.
38. The Level 4 Working Group established under Article 37 will deal with issues such as:
  - Potential impacts of Proposed Activities on Taku River Tlingit Aboriginal Rights or interests;
  - Recommendations for accommodation that cannot be delivered through technical means;
  - Potential arrangements to negotiate revenue sharing;
  - Discussions of a specific matter being dealt with at the MDRC where either Party determines that this government-to-government discussion will foster resolution of the matter at the MDRC; and
  - Other matters by mutual agreement.
39. Representatives of the MDRC and the Level 4 Working Group will:
  - Integrate the participation, timelines and work plans of the Working Group and MDRC so that their activities are coordinated; and
  - Coordinate the outputs of the Level 4 Working Group and MDRC so as to ensure that Recommendations from both groups can be delivered in a seamless and timely manner to decision makers.
40. In the event that the Representatives of the MDRC and the Level 4 Working Group cannot reach agreement pursuant to Article 39 above, they may seek the assistance of the G2G Forum Co-

Chairs to resolve the matter in a manner consistent with Articles 55 to 58 of the Issue Resolution Process.

### **Considerations for Proposed Activities Subject to the *Environmental Assessment Act***

#### Pre-environmental Assessment Process

41. An Engagement Coordinator, on becoming aware of a potential major project that may enter a provincial environmental assessment process or other assessment process, will notify the other Engagement Coordinator of the project as soon as possible.
42. Following notification under Article 41, the Provincial Engagement Coordinator will provide the following information, if known, to the TRTFN:
  - The name of the proponent, the general location and the nature of the activities proposed;
  - The types of authorizations that may be required for the project; and
  - The Provincial Agencies that may be involved in providing required authorizations for the project.
43. Unless the G2G Forum decides it is premature or not required, the G2G Forum will establish a Working Group following notification under Article 41 to identify the following:
  - Potential impacts of the proposed project on Taku River Tlingit Aboriginal Rights;
  - Potential impacts and benefits of the proposed project to the Taku River Tlingit;
  - Potential measures to accommodate impacts;
  - Information requirements and measures to support continuous information sharing;
  - The process for transitioning between the environmental assessment process and the Engagement process undertaken by Provincial Agencies in relation to authorizations; and
  - Resources required, including the financial resources to support TRTFN participation in the Engagement process.
44. After a proposed project has entered the environmental assessment process under the *Environmental Assessment Act*, the G2G Forum may:
  - Establish a Working Group for that project; or
  - Direct a Working Group that has already been established under Article 43 for that project to continue to address the information requirements and the process for transitioning set out in Article 43 and any other matters outside the mandate of the Environmental Assessment Office as determined by that Office.

#### Reviewable Projects Under the *Environmental Assessment Act*

45. For an application for an environmental assessment certificate under the *Environmental Assessment Act*:
  - Engagement Levels 1- 4 do not apply;
  - Applicable statutes, regulations, policies, and common law, including the Crown's duty to consult and accommodate, continue to apply;
  - This Agreement does not affect or prejudice any Party's position or views on the assessment processes or the Crown's duties in respect of environmental assessments; and
  - Upon request from the G2G Forum, the Executive Director of the Environmental Assessment Office or his/her delegate will meet with the G2G Forum Co-Chairs to outline proposals regarding the procedures and methods for review of an application under the *Environmental Assessment Act* and will consider any Recommendations from the G2G Forum with respect to the procedures or methods for review.
46. Where a project is subject to Environmental Assessment under the *Environmental Assessment Act*, Engagement Levels 1 to 4 continue to apply to all other Applications with respect to that project.

### **Spatial Reference Layer**

47. The Spatial Reference Category that will apply for a Proposed Activity will be determined by the location of that Proposed Activity relative to the areas depicted on Map B.
48. The delineation of Spatial Reference Categories is based on the attributes as set out in Table 4.
49. Map B also identifies, for reference purposes only, high value wildlife habitat areas that may be particularly susceptible to disturbance from land use activities, and for which particular management objectives or implementation direction are set out in Section 6.3 the Atlin Taku Land Use Plan.
50. The Parties may by mutual agreement amend Map B to extend its spatial coverage beyond the Atlin Taku Land Use Area.

<b>Attributes</b>	<b>Category A</b>	<b>Category B</b>	<b>Category C</b>
1 km buffer around selected lakes			X
Critical Aquatic Habitat Areas <sup>1</sup>			X
Salmon Ecosystem Management Areas <sup>2</sup>			X
Category A, B or C Cultural Sites <sup>3</sup>			X
BC Archaeological Sites with 200m buffers			X
Nakina Trail with 2km buffer either side			X
Rare and Sensitive Ecosystems <sup>4</sup>			X
Taku River Tlingit Potential Land Selection Areas			X
Tlatsini Areas <sup>5</sup>		X	
Area Specific Resource Management Zones <sup>6</sup>		X	
Areas not included above	X		

### **Issue Resolution Process**

51. The Parties intend that Engagement Level elevation options are the primary means by which issues will be resolved, thereby minimizing the need for the additional Issue Resolution steps below.
52. If despite reasonable efforts Representatives are unable to reach consensus on a matter of substance related to a particular Recommendation on Proposed Activities within the timelines for the applicable Level, either Party may refer the issue to the Issue Resolution process described below.
53. The Representatives will:
  - Notify the Engagement Coordinators of the impasse; and
  - Exchange, a full written description of the substantive issue that is unresolved, and any proposed specific actions that could be taken to address the issue.

<sup>1</sup> As defined in Section 6.2.4 of the Atlin Taku Land Use Plan.

<sup>2</sup> As defined in Section 6.2.4 of the Atlin Taku Land Use Plan.

<sup>3</sup> As defined in Section 6.4 and Appendix E of the Atlin Taku Land Use Plan.

<sup>4</sup> As defined in Section 6.3.4.2 of the Atlin Taku Land Use Plan.

<sup>5</sup> Tlatsini areas have been identified by the Taku River Tlingit as “places that makes us strong” and are delineated on a map by that name released by the TRTFN in July 2009.

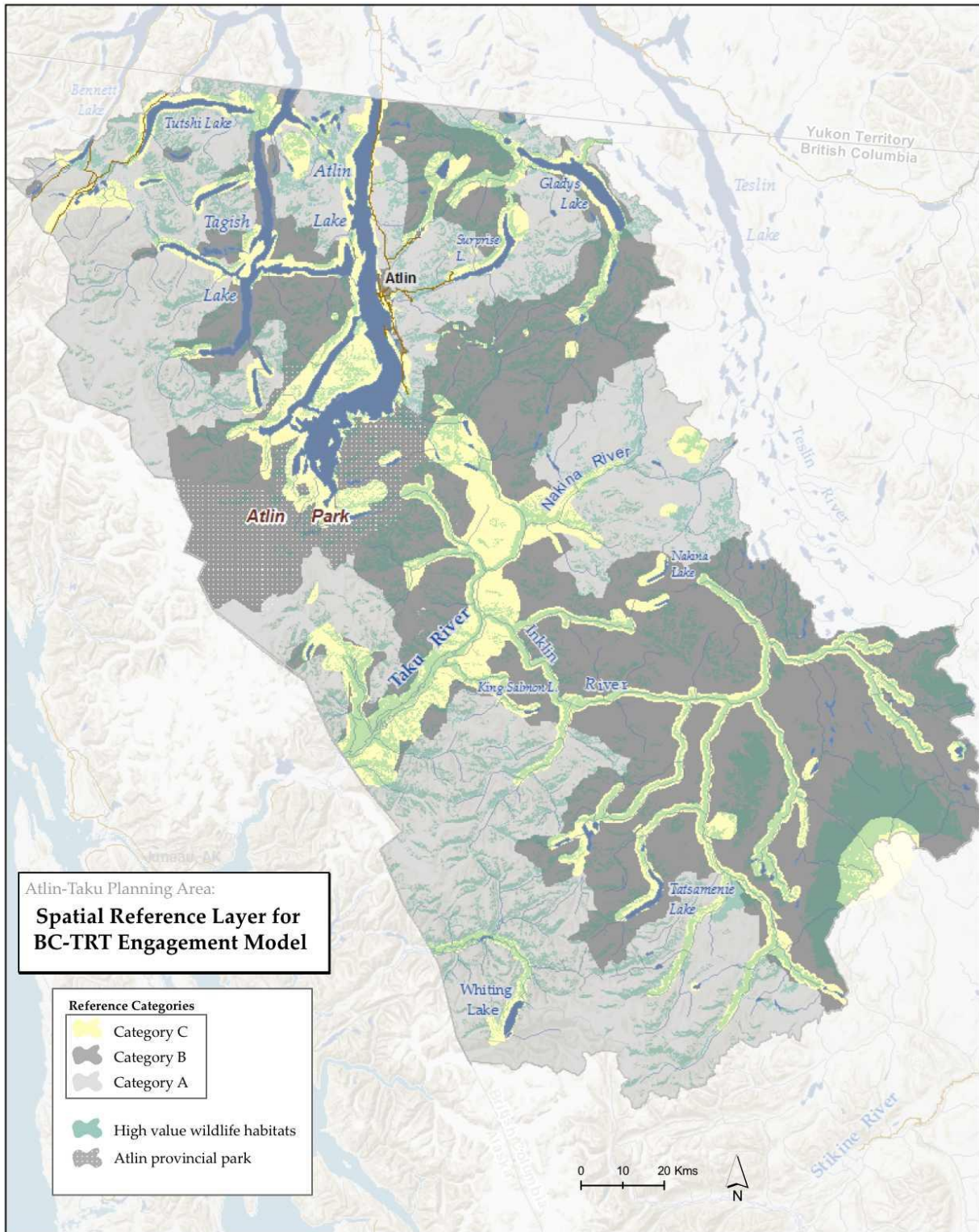
<sup>6</sup> As defined in Section 7 of the Atlin Taku Land Use Plan.

54. Within ten (10) business days of the receipt of the written descriptions, the Engagement Coordinators will convene an issue resolution meeting specifically to discuss the written descriptions and attempt to resolve the issue(s) and reach agreement on the Recommendations.
55. If an issue remains unresolved after the issue resolution meeting, the G2G Forum Co-Chairs will make reasonable and expedient efforts to resolve the issue, and may:
  - By mutual agreement, arrange for further discussion at the G2G Forum; and
  - Consult as appropriate with Responsible Officials or other senior representatives.
56. If an issue remains unresolved after the G2G Forum's efforts at resolution, each Party will notify the other in writing of the outstanding points of disagreement for information purposes.
57. Following this notification, the Parties will review the Representatives' Recommendations and other relevant information, and may notify the other Party that it will proceed to consider the Recommendations and all written documentation of the Issue Resolution process, and proceed to make a decision without further Engagement efforts.
58. Such notification constitutes the completion of Engagement.

### **Modification of Timelines**

59. If a Provincial Agency or TRTFN Department is unable to carry out Engagement steps within the timelines defined under the Engagement Model, that Party may notify the other of the reasons for the timeline issue and request an extension. The Parties may by mutual agreement extend the timeline for that step.
60. If at the end of a mutually agreed extended timeline the requesting Party has still not carried out the steps, the other Party may consider proceeding without further Engagement efforts.

**Map B: Spatial Reference Layer**





## Activity Tables

	Activity Type 0	Activity Type I	Activity Type II	Activity Type III	Activity Type IV
<b>Mineral Exploration &amp; Development</b>	<p>Non-mechanized activities legally permitted without provincial authorization including:</p> <ul style="list-style-type: none"> <li>Exploration grid lines with no felling of trees (except danger trees)</li> <li>Prospecting/hand sampling without the use of explosives</li> <li>Geochemical surveys</li> <li>Portable camp established for no more than two weeks at any given location</li> <li>Ground geophysical surveys without use of exposed energized electrodes</li> <li>Airborne surveys</li> <li>Emergency measures required for the protection of life and property (a follow up report may be provided upon request)</li> </ul>	<p>Mechanized mineral exploration work in previously disturbed areas<sup>7</sup>, including one or more of the following activities:</p> <ul style="list-style-type: none"> <li>Drilling, trenching, or test-pitting with or without the use of explosives</li> <li>Reopening of existing roads or trails within or to the mineral property provided that such roads have been actively used within the previous 15 years</li> <li>Camp established in previously disturbed area</li> <li>Geophysical survey including energized electrodes</li> <li>Underground exploration with no new surface dumps</li> <li>Mineral exploration, placer, or construction aggregate on private land</li> <li>Existing placer mining operations</li> <li>Helicopter supported drilling requiring no felling of trees</li> </ul>	<p>Mechanized mineral exploration work in previously undisturbed areas, including one or more of the following activities:</p> <ul style="list-style-type: none"> <li>New drill pads</li> <li>Trenching or test pitting with or without the use of explosives</li> <li>Construction of new roads or trails within or to the mineral property or the reopening of pre-existing roads that have been inactive for more than 15 years</li> <li>Camp established in previously undisturbed areas</li> <li>Bulk sample less than 1,000 tonnes of mineralized rock or 5,000 tonnes of coal</li> <li>Underground exploration with new surface dumps</li> <li>New dimension stone quarry</li> </ul>	<p>Mechanized mineral exploration work with potentially significant water quality or other impacts, including one or more of the following activities:</p> <ul style="list-style-type: none"> <li>New or reopened roads with known access issues</li> <li>New access development linking property to existing road system where previously property was only air or water accessible.</li> <li>Bulk sample greater than 1000 tonnes of mineralized rock or 5000 tonnes of coal</li> <li>Construction of a pilot plant</li> <li>New underground development for mineral exploration purposes</li> <li>New placer mining operations on previously undisturbed ground</li> </ul>	<ul style="list-style-type: none"> <li>Advanced mechanized work, including mine development, upon being taken up by the Northwest Mine Development Committee</li> <li>Any industrial access into the Taku Watershed<sup>8</sup></li> </ul>
<b>Land Tenuring</b>	<ul style="list-style-type: none"> <li>Minor administrative applications that are clerical in nature and that will have no impact on the interests of the TRTFN or land and resource values</li> <li>Emergency measures required for the protection of life and property (a follow up report may be provided upon request)</li> </ul>	<p>Activities with no or negligible new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>Activities requiring investigative permits</li> <li>Communication sites and associated buildings with less than 1 ha site footprint and no new road access</li> <li>Navigation aids, including beacons</li> <li>Work permits for existing infrastructure or with no</li> </ul>	<p>Activities with potential for new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>Administrative applications including amendments to existing tenures, licenses, or permits where there are low to moderate new impacts</li> <li>Gravel pits or quarries with annual production &lt;200,000 tonnes</li> <li>Communication sites and associated buildings with more than</li> </ul>	<p>Sub –EA reviewable activities with potential for significant new ground disturbance or effects on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>Administrative applications including amendments to existing tenures, licenses, or permits where there are significant new impacts</li> <li>Gravel pits or quarries with annual production of 200,000 to 500,000 tonnes</li> </ul>	<ul style="list-style-type: none"> <li>New wilderness lodges</li> <li>Industrial parks outside of the Atlin Community Area</li> <li>Fee simple transfers of previously un-tenured lands</li> <li>Gravel pits or quarries with annual production of &gt;500,000 tonnes</li> </ul>

<sup>7</sup> “Previously disturbed areas” means areas that have been subject to surface disturbance within the previous fifteen years or areas that were glaciated within the previous one hundred years.

<sup>8</sup> See requirements for a joint evaluation and an access management plan for proposed industrial access into the Taku Watershed, as set out in Section 6.1.4 of the Atlin Taku Land Use Plan.

**Table 4: General and Sector Specific Activity Types**

	Activity Type 0	Activity Type I	Activity Type II	Activity Type III	Activity Type IV
		<p>incremental disturbance footprint</p> <ul style="list-style-type: none"> <li>Reserves for environmental, conservation, or recreational uses</li> <li>Transfers of administration between Provincial Agencies</li> <li>Establishment of Map Reserves in which a higher level of engagement is required prior to development.</li> <li>For administrative applications including scheduled renewals of existing tenures, licenses, or permits where there are no new or incremental impacts or effects on other uses, Engagement will occur annually on a batched basis, in advance of replacement</li> </ul>	<p>1 ha site footprint and/or new road access</p> <ul style="list-style-type: none"> <li>New roads less than 2 km in length</li> <li>New utility rights-of-way less than 2 km in length</li> <li>Commercial recreation involving non-motorized light-impact extensive uses, including river rafting, backcountry hiking, and guided nature tours</li> <li>Community, or institutional uses</li> <li>General commercial in developed areas</li> <li>Light industrial activities, such as log landings and work camps</li> <li>Residential licenses</li> </ul>	<ul style="list-style-type: none"> <li>Power projects, including water and wind power projects at the development application stage</li> <li>New roads greater than 2 km in length</li> <li>New utility rights-of-way greater than 2 km in length</li> <li>Commercial recreation involving motorized or intensive uses, including heli-skiing</li> <li>Intensive agriculture in an area less than 15 ha</li> <li>General commercial outside of developed areas</li> <li>Fee simple transfers of previously tenured lands</li> <li>Heavy industrial activities, such as industrial parks, within the developed area</li> </ul>	
<b>Wildlife Management</b>	<p>Proposed Activities with no new or incremental likelihood of implications for wildlife populations or harvest levels, e.g.:</p> <ul style="list-style-type: none"> <li>CITES, animal export, wildlife rehabilitation and release, captive animal, possession/ownership of dead wildlife, fur trader licences, fish pond permits, miscellaneous permits</li> <li>General regulations (e.g., determinations of fees, royalties, eligibility requirements, fines/penalties, issuance of hunting licences, permits to accompany, issuance of angling guide and assistant angling guide licenses)</li> <li>Administrative decisions (e.g., S.61 hearings, Environmental Appeal Board appeals)</li> <li>Emergency measures required for the protection of life and</li> </ul>	<p>Proposed Activities with low likelihood of implications for wildlife populations, or Proposed Activities with potential but likely not significant implications for harvest levels, e.g.:</p> <ul style="list-style-type: none"> <li>Removal of beaver dams, capture or collection of wildlife</li> <li>New authorizations for external agencies (e.g., permits for research and fish collection, wildlife viewing) occurring in the SDM Area</li> <li>Transfer of traplines and registrations</li> <li>Notations of Interest for trappers' cabin sites</li> </ul> <p>Annually, the following reports will be provided:</p> <ul style="list-style-type: none"> <li>List of problem animals removed or attempted to be moved</li> <li>An updated list of licensed trappers</li> <li>Summary of trapping returns for the previous year</li> <li>An updated list of licensed Guide Outfitters</li> </ul>	<p>Proposed Activities with potentially significant implications for wildlife populations, sub-populations or harvest levels, for example:</p> <ul style="list-style-type: none"> <li>Transfer of a g/o certificate and new g/o certificates</li> </ul>	<ul style="list-style-type: none"> <li>Disposal of vacant G/O Territory</li> <li>New traplines</li> </ul>	

Table 4: General and Sector Specific Activity Types					
	Activity Type 0	Activity Type I	Activity Type II	Activity Type III	Activity Type IV
	property ( a follow up report may be provided upon request)				
<b>Protected Areas</b>	<p>Regular maintenance of public facilities</p> <p>Emergency measures required for the protection of life and property ( a follow up report may be provided upon request)</p>	<ul style="list-style-type: none"> <li>▪ New public facilities (e.g. pit toilet)</li> <li>▪ For administrative applications such as scheduled replacements of existing permits where there are no new or incremental impacts, Engagement will occur annually on a batched basis, in advance of replacement, and subject to Appendix H (Review of Tenures in Proposed Protected Areas)</li> <li>▪ Research activities not involving site alteration or disturbance</li> <li>▪ Management actions for protection of ecosystems (e.g. danger tree falling).</li> </ul>	<ul style="list-style-type: none"> <li>▪ Research activities involving site alteration or disturbance</li> <li>▪ Commercial recreation using existing facilities</li> <li>▪ Short-term (use lasting less than six months) and non-motorized commercial recreation</li> <li>▪ Grazing permits for recreational guiding</li> <li>▪ New Communication sites</li> <li>▪ Permit modification and permit renewal with modifications</li> </ul>	<ul style="list-style-type: none"> <li>▪ Commercial recreation involving new facilities</li> <li>▪ Small/compact new facilities (e.g. huts, cabins)</li> <li>▪ Ongoing (use lasting more than six months) and motorized commercial recreation (including heli-skiing and boat tours)</li> <li>▪ Small-scale water- or windpower projects (local use)</li> <li>▪ Amendments to management plans</li> </ul>	<p>Applications for proposed activities not previously addressed in management plans, including:</p> <ul style="list-style-type: none"> <li>▪ Major facility development (e.g. lodges) or new facilities with extensive use area</li> <li>▪ Proposed access development (roads or rights-of-way)</li> <li>▪ New guide-outfitting or trapping operations within protected areas</li> </ul>
<b>Forestry</b>	<ul style="list-style-type: none"> <li>▪ Operational harvesting activities for volumes less than 500 m<sup>3</sup></li> <li>▪ Administrative decisions</li> <li>▪ Emergency measures required for the protection of life and property ( a follow up report may be provided upon request)</li> </ul> <p>Upon request, engagement may occur through a review of reported activities on a batched basis.</p>	<ul style="list-style-type: none"> <li>▪ For operational harvesting activities for volumes over 500 m<sup>3</sup>, Engagement will occur through an annual review of the previous year's activities, on a batched basis.</li> </ul>			
<b>General Activity Types</b> (to be used only for Proposed Activities for which Sector Specific Activity Types	<ul style="list-style-type: none"> <li>▪ Minor administrative applications that are clerical in nature and that will have no impact on the interests of the TRTFN or land and resource values</li> <li>▪ Activities that are legally permitted without provincial authorization</li> <li>▪ Emergency measures required</li> </ul>	<ul style="list-style-type: none"> <li>▪ Short-term or seasonal activities</li> <li>▪ No or minor new surface disturbance, or new minor to moderate ground disturbance in previously disturbed areas</li> <li>▪ No new permanent access<sup>9</sup></li> <li>▪ No or very small permanent infrastructure</li> <li>▪ Non-exclusive tenures<sup>10</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ New minor to moderate surface disturbance in previously disturbed areas</li> <li>▪ Minor new permanent access</li> <li>▪ Temporary or small new permanent infrastructure</li> <li>▪ Semi-exclusive tenures (potential to limit some other land uses)</li> <li>▪ Administrative applications</li> </ul>	<ul style="list-style-type: none"> <li>▪ Moderate to significant new ground disturbance</li> <li>▪ Moderate new permanent access</li> <li>▪ Moderate to large new permanent infrastructure</li> <li>▪ Exclusive tenures (likely to limit other land uses)</li> <li>▪ Administrative applications regarding existing tenures where</li> </ul>	<ul style="list-style-type: none"> <li>▪ Major new ground disturbance</li> <li>▪ Significant new permanent access (expands permanent access network) or any industrial access into the Taku Watershed<sup>12</sup></li> <li>▪ Large or extensive new permanent infrastructure</li> <li>▪ Significant risk of harm to fish or wildlife populations or</li> </ul>

<sup>9</sup> “Permanent access” means access infrastructure (e.g. trails, roads, power lines) for which restoration after use is not contemplated as part of an Application or management plan.

<sup>10</sup> “Exclusive tenure” means a tenure that provides security to the tenure-holders by limiting the uses of the tenured area by persons other than the tenure-holder.

Table 4: General and Sector Specific Activity Types					
	Activity Type 0	Activity Type I	Activity Type II	Activity Type III	Activity Type IV
are not provided above)	for the protection of life and property ( a follow up report may be provided upon request)	<ul style="list-style-type: none"> <li>▪ Administrative applications<sup>11</sup> regarding existing tenures where there are no historic issues and no new impacts</li> <li>▪ No or negligible risk to fish or wildlife populations or habitat</li> <li>▪ No or negligible/ temporary risk of impacts to air quality or water quality and quantity</li> </ul>	<p>regarding existing tenures where there are potential historic issues and no low-to-moderate new impacts</p> <ul style="list-style-type: none"> <li>▪ Low risk to fish or wildlife populations or habitat</li> <li>▪ Low or short-term risk of impacts to air quality or water quality and quantity</li> </ul>	<p>there are identified historic issues and moderate-to-significant new impacts</p> <ul style="list-style-type: none"> <li>▪ Moderate to high risk to wildlife or fish populations or habitat</li> <li>▪ Moderate or medium-term to high risk of impacts to air quality or water quality and quantity</li> </ul>	<p>habitat</p> <ul style="list-style-type: none"> <li>▪ Significant or long-term risk of impacts to air quality or water quality and quantity</li> </ul>

<sup>12</sup> See requirements for a joint evaluation and an access management plan for proposed industrial access into the Taku Watershed, as set out in Section 6.1.4 of the Atlin Taku Land Use Plan.

<sup>11</sup> “**Administrative application**” means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

## **C: Atlin Taku Joint Research and Monitoring Initiative**

### **Establishing the Atlin Taku Joint Research and Monitoring Initiative**

1. The Parties will establish the Atlin Taku Joint Research and Monitoring Initiative (JRMI) as a Joint Initiative of the G2G Forum to support the implementation of the Atlin Taku Land Use Plan or other work undertaken jointly by the Parties.
2. The G2G Forum may identify management issues that are mutually agreed priorities for joint research and monitoring in the SDM Area.
3. The Parties will consider the information generated by the Joint Research and Monitoring Initiative for purposes pursuant to this Agreement where:
  - Such information has relevance to management issues that are identified as mutually agreed priorities by the G2G Forum; and
  - Each Party has reviewed and has had the opportunity to provide input respecting the design and implementation of research and monitoring projects.
4. Within twelve (12) months or as otherwise agreed by the Parties, the G2G Forum will develop a Research Plan and research and monitoring standards that will guide JRMI implementation consistent with the design considerations below (see *Research Plan* and *Research and Monitoring Standards*).

### **Scope and Intent**

5. The JRMI will be a Joint Initiative under the direction of the G2G Forum with the primary purpose of supporting the achievement of the vision, goals, and objectives of the Atlin Taku Land Use Plan and, where appropriate, providing information or Recommendations to the G2G Forum.
6. The JRMI may complement but does not interfere with research and monitoring activities undertaken by either Party, solely or collaboratively with other parties, as part of its government's programs.
7. Research and monitoring activities under the JRMI may supplement, but are separate from and do not replace or improperly interfere with, monitoring for the purposes of statutory compliance under Provincial laws.

### **Information Presented to the G2G Forum**

8. Information generated as an outcome of research and monitoring activities undertaken jointly or individually by the Parties, or by any other party, may be presented to the G2G Forum for review and consideration, where:
  - Such information has relevance to management issues that are identified as mutually agreed research and monitoring priorities in the Research Plan; and
  - The activities have been designed and implemented and information presented in a manner consistent with the research and monitoring standards (see *Research and Monitoring Standards*).
9. The G2G Forum may, having undertaken a balanced consideration of the ecological, cultural, economic and social implications of information provided for its review, develop Recommendations to the Parties. Such Recommendations may include proposed amendments to the Atlin Taku Land Use Plan or other proposals that are jointly supported.

## **Research Plan**

10. The purpose of the Research Plan is to guide the planning and implementation of research and monitoring activities that are intended to fulfill the following research objectives:
  - To assess the achievement of the vision, goals, and objectives of the Atlin Taku Land Use Plan;
  - To strengthen baseline data related to identified values or management issues;
  - To provide information needed for effective adaptive management and continuous improvement of management approaches and practices; and
  - To support well-informed management decisions in the SDM Area.
11. The geographic scope of the Research Plan will include part or all of the SDM Area.
12. The Research Plan will identify management issues or values that are mutually agreed priorities for research and monitoring efforts.

## **Research and Monitoring Standards**

13. The G2G Forum will establish standards for research and monitoring activities and information.
14. Such standards will be consistent with common scientific standards for objectivity, rigour, and quality control.
15. Research and monitoring activities may use methodologies and information based in both western science and traditional or local knowledge.

## **Administrative Arrangements**

16. Support to the G2G Forum for implementation of the JRMI may be provided by technical representatives of the Parties or as otherwise mutually agreed.

## **Funding for Research & Monitoring Activities and Capacity Building**

17. Research and monitoring activities may be funded and undertaken by any party.
18. Funding arrangements for specific research and monitoring activities are the responsibility of individual researchers and the G2G Forum has no oversight role in any funding arrangements between funders and individual researchers.
19. The G2G Forum may by mutual agreement make joint efforts to seek funding support for high priority projects consistent with the Research Plan.
20. Individual researchers will be encouraged to identify capacity-building opportunities during the planning and implementation of their specific research and monitoring activities.

## **Independent Advisors & Peer Review**

21. Individual researchers are responsible for seeking out advice from subject matter experts and for ensuring their proposed research methods and results meet JRMI standards.
22. Individual researchers may seek out peer review of their research outcomes prior to presenting such outcomes to the G2G Forum. This does not affect the ability of the G2G Forum to seek out additional peer review at its discretion prior to accepting such information.
23. The G2G Forum will jointly identify subject matter experts who may be called upon to provide advice respecting the JRMI.

## D: Recommended Provincial Designations for Protected Areas

<b>Table 5: Recommended Provincial Designations for Recommended Protected Areas in the Atlin Taku Land Use Plan</b>		
<b>Recommended Protected Area<sup>13</sup></b>	<b>Recommended Provincial Designation</b>	<b>Reference in Atlin Taku Land Use Plan</b>
Atlin Mountain	Class A addition to Atlin Park / A Téix'gi Aan Tlein ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.1 & Map 18
Upper Gladys River / Watsix Deiyi	Schedule F Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.2 & Map 18
Golden Gate / Xáat Yádi Aani	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.3 & Map 18
Indian Lake – Hitchcock Creek / Át Ch'ini Shà	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.4 & Map 18
Kennicott Lake	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.5. & Map 18
Monarch Mountain / A Xéegi Deiyi	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.6 & Map 18
Mount Minto / K'iyán	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.7 & Map 18
Nakina-Inklin Rivers / Yáwu Yaa (other than the Strategic Access Area on Map 5.1 in the Atlin Taku Land Use Plan)	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.8 & Map 18
Tulsequah Valley Strategic Access Area / Taas Teiyi Héeni / (Map 5.1 in the Atin Taku Land Use Plan)	Schedule F Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.8 & Map 5.1
Sheslay River	Schedule F Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.9 & Map 18
Taku River / T'aqú Téix'	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.10 & Map 18
Little Trapper	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.11 & Map 18
Tutshi Lake / T'ooch' Áayi	Schedule E Conservancy ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.12 & Map 18
Willison Creek – Nelson Lake/ Sit' Héeni (other than the Strategic Access Area on Map 5.2 in the Atlin Taku Land Use Plan)	Class A addition to Atlin Park / A Téix'gi Aan Tlein ( <i>Protected Areas of British Columbia Act</i> )	Section 8.5.13 & Map 5.2
Hoboe Willison Creeks Strategic Access Area (Map 5.2 in the Atlin Taku Land Use Plan)	Protected Area ( <i>Environment and Land Use Act</i> )	Section 8.5.13 & Map 5.2

<sup>13</sup> Names are subject to further discussion by the Parties per Section 4.4d.

## **E: Consideration of Alternatives for Industrial Access to the Tulsequah Valley**

### **Purpose**

1. Appendix E sets out the general terms for future discussions between TRTFN and the Province with respect to alternatives routes for industrial access to the Tulsequah Valley. It is intended to be consistent with the terms of the Atlin Taku Land Use Plan and is a component of this Agreement, and must be interpreted within that context.

### **Land Use Plan Provides Access Management Direction**

2. The Atlin Taku Land Use Plan provides direction with respect to industrial access generally (Section 6.1), and to the Taku Watershed specifically (Section 6.1.4.4). It also establishes an Area-Specific Resource Management Zone in the Tulsequah Valley, within which mineral exploration and development can occur (Section 7.2.12).
3. The Atlin Taku Land Use Plan states that the preferred route for industrial access to the Tulsequah Valley is by barge on the Taku River (Section 6.1.4, Objective 4). If access via the Taku River is impracticable, industrial access from Atlin may be considered via a single strategic access route, a portion of which would pass through the Nakina-Inklin Rivers / Yáwu Yaa protected area, as identified on Map 5.1, and referred to as the Tulsequah Strategic Access Area. Further, the Province and TRTFN acknowledge that the potential for barge access on the Taku River is subject to the regulatory authorization processes and terms of the State of Alaska.
4. The geographic extent of the Tulsequah Strategic Access Area (the "Access Area") is intended to capture all feasible industrial access routes through the Nakina-Inklin Rivers / Yáwu Yaa protected area. No industrial access routes will be considered through this protected area that fall outside of the boundaries of the Access Area.

### **General Considerations**

5. The Engagement Model in Appendix B of this Agreement lays out the approach the TRTFN and the Province will use to consider future development applications, including applications for access development. An Application for industrial access into the Taku Watershed triggers Level 4 Engagement as defined in Engagement Model. The Level 4 Engagement process is intended to reach a consensus on Recommendations and may involve the Issue Resolution process set out in the Engagement Model.
6. For access through the Access Area, the Province and TRTFN will make all reasonable efforts to identify a single viable industrial access route. TRTFN and the Province acknowledge that discussions concerning industrial access development require significant participation by a proponent.
7. Determination of an access route through the Access Area will lead to the narrowing of the Access Area to that single route, as described in Section 4.4.c.i of this Agreement.

### **Considerations Specific to Existing Provincial Authorizations**

8. A number of provincial authorizations for development of the Tulsequah Chief Project pre-date the Atlin Taku Land Use Plan. This Agreement does not alter the legal status of those authorizations.
9. The Province and TRTFN acknowledge that that there remain significant and unresolved issues for the TRTFN with respect to potential impacts on the Tlingit Khustiyxh along the access route identified in the Special Use Permit (SUP). Consequently, the Province and the TRTFN, working



in cooperation with the proponent, will make all reasonable efforts to identify feasible industrial access routes between the Atlin area and the lower Tulsequah Valley, including through the Access Area, as alternatives to the existing SUP route.

10. For the northern area (generally between Atlin and the O'Donnell River), the Province will undertake an overview analysis of industrial access options, aimed at determining the feasibility of using the existing Warm Bay road as an alternative to building a new route (e.g., through the Spruce Creek and Wilson Creek areas). The results of this work will be made available to any proponent applying for access. Preliminary indications point to a preference for the Warm Bay route, however, this will require further assessment and consultation.
11. The Province and the TRT will utilize the 45-day timeframe set out in the Level 4 Engagement process to design an approach that provides opportunities for direct participation by the proponent.
12. Further to Article 5 above, the Agreement contemplates that costs associated with assessment of access will be supported by government-to-government funding commitments as outlined in Section 10.2.c of this Agreement, and may be supplemented by the proponent.
13. The scope and cost of assessments will be determined as appropriate in the circumstance and will generally rely on readily available information, to be supplemented by additional information as agreed to by the Parties.

## F: Mineral Tenures to be Excluded From Protected Areas

The land within the boundaries of the following mineral claims will be excluded from protected areas as long as the mineral claim exists, or is replaced, prior to expiry, with another tenure under the *Mineral Tenure Act* that would allow further development of the original claim.

The Province will include the land within the boundaries of the mineral claim in the protected area where that mineral claim ceases to exist, or is not replaced with another tenure under the *Mineral Tenure Act*.

<b>Protected Area</b>	<b>Mineral Claim</b>	<b>Tenure ID</b>
Monarch Mountain / A Xéegi Deiyi	D-1	389658
Taku River / T'aḱú Téix'		502815 513821
Sheslay River		532149

## **G: Review of Existing Permits in Proposed Protected Areas**

### **Existing Permits and Previous Authorizations in Protected Areas**

1. The Parties may not have reviewed or discussed:
  - All of the permits in existence on the day this Agreement is signed, which have been awarded previously by the Province within Atlin Park;
  - All of the previous authorizations in effect immediately prior to the designation of any protected area to be established consistent with the Atlin Taku Land Use Plan (the 'protected areas'), and which provincial statutory decision makers may have awarded previously for use of lands within those protected areas.
2. Any previous authorizations respecting any conservancy for commercial logging, mining and hydro electric power generation, other than local run of the river projects, will end upon the establishment of the conservancy, except for those identified in Appendix F of this Agreement.
3. Any previous authorizations respecting additions to Atlin Park for commercial logging, mining and hydro electric power generation will end upon the addition of the lands to Atlin Park.
4. As soon as possible after this Agreement is signed, the Province will provide to the TRTFN a list of all existing permits and all previous authorizations respecting Atlin Park and the conservancies within the Atlin Taku Land Use Plan Area, and the TRTFN will identify those permits and previous authorizations that the TRTFN intend to review through the G2G Forum.
5. The G2G Forum will review the permits and all previous authorizations identified by the TRTFN under Article 4 and make Recommendations to the Parties regarding resolution of any identified issues, to the extent possible within the terms and conditions of the permits and previous authorizations.
6. For the purposes of this Agreement, the Parties understand:
  - The permits in effect on the day of this Agreement will continue until the end date stated in the permit, unless the permit is terminated earlier in accordance with its terms and applicable provincial legislation; and,
  - The Province may issue a permit to continue uses authorized by a previous authorization referred to in Article 1, other than those previous authorizations referred to in Articles 2 or 3. Level 1 Engagement under the Engagement Model will apply with the Province providing notice only to the TRTFN of any replacement Park Use Permits issued.

### **Renewal or Non-renewal of Existing Permits**

7. The G2G Forum will review and make Recommendations to the Parties for the future renewal or non-renewal of any permit referred to in Article 5, including Recommendations regarding specific provisions for any renewal, before or upon the end of the term set out in the permit.

## **H: Fish and Wildlife Management Working Group**

1. Consistent with Part 5, the Parties will establish a Fish and Wildlife Management Working Group as a Joint Initiative to support collaborative fish and wildlife management in the SDM Area.

### **Purpose**

2. The purpose of the Fish and Wildlife Management Working Group is to undertake joint projects related to fish and wildlife management matters at the direction of the G2G Forum, and to serve as a vehicle for discussion, information sharing and collaborative management between TRTFN Departments and Provincial Agencies.
3. The Fish and Wildlife Management Working Group may be invited by mutual agreement of the Engagement Coordinators to assist in Level 2, 3 or 4 Engagement regarding application-driven Proposed Activities related to fish and wildlife matters. Under most circumstances it is expected that Proposed Activities will be considered by the Parties first through the Engagement Model, as set out in Section 3.9 and Appendix B of this Agreement.

### **Composition**

4. The Parties will each appoint representatives to participate in the Fish and Wildlife Management Working Group and will each identify a Co-Chair to lead and coordinate Fish and Wildlife Management Working Group activities.

### **Terms of Reference & Workplanning**

5. The Fish and Wildlife Management Working Group will develop for approval by the G2G Forum Co-Chairs:
  - Terms of reference to guide its operations, including provisions for effective and coordinated stakeholder consultation by the Parties either jointly or individually; and
  - An annual workplan identifying priority issues and activities for fish and wildlife management in the upcoming year. For the first year, the priorities will reflect topics for which the Parties anticipate that substantial progress can be made.
6. The Fish and Wildlife Management Working Group will operate in a manner consistent with the Atlin Taku Land Use Plan.

### **Scope of Responsibilities**

7. The responsibilities of the Fish and Wildlife Management Working Group include the following:
  - Serve as an information sharing body on matters related to fish and wildlife management;
  - Recommend sustainable harvest levels for harvested species;
  - Discuss the allocation of harvest prior to each hunting season, proposed hunting regulation changes including proposed changes to hunting and trapping seasons, bag limits and hunting methods;
  - Within the first year, establish priorities for wildlife population management taking into consideration such factors as:
    - Conservation concern;
    - Harvest pressure;
    - "At risk" status (threatened, rare, endangered);
    - Development pressures that may impact the viability of populations and/or the ability of populations to sustain harvest.

- In year two, for wildlife populations identified as priorities above and subject to available resources, undertake management actions or planning including:
  - Establishing or modifying existing goals, objectives and management strategies for population management;
  - Consideration of appropriate protective measures for priority wildlife populations and their habitat as needed;
  - Consideration of appropriate spatial boundaries for wildlife population management that reflect ecological dynamics of the selected species, population or habitat; and
  - Population or habitat monitoring and adaptive management;
- Undertake projects required under Article 5 above or otherwise by mutual agreement and subject to available resources, including:
  - Amending the Interim Collaborative Harvest Management Plans, as required;
  - Joint consideration of potential refinements to the Engagement Model to address spatial aspects of fish and wildlife management in the SDM Area if required;
  - Development of guiding principles, goals and objectives for population management and for critical habitat and ecosystem management;
  - Undertaking research, monitoring and inventory projects;
  - Review of proposed changes to legislation and policy as related to the SDM Area;
  - Habitat assessments, enhancement or restoration projects;
  - Efforts to improve the monitoring of resident and non-resident hunting by the Province, and the monitoring of Taku River Tlingit hunting by TRTFN Departments, including the sharing of information by the Parties to support informed decision making in a manner consistent with Part 7 of this Agreement; and
  - Joint monitoring patrols.
- At the discretion of both Parties, provide technical advice and training to assist in the delivery of TRTFN fish and wildlife management programs; and
- Seek to ensure that Taku River Tlingit citizens, local community members and stakeholders have opportunities to be informed on matters related to fish and wildlife management in the SDM Area.

## I: Assessment Criteria for Performance Management System

<b>Table 7: Criteria and Metrics for Annual Reporting of Transactions Under the Engagement Model</b>		
	<b>Criteria</b>	<b>Metrics</b>
1	Number of applications dealt with at each Engagement Level	# and %, by level
2	Number and percentage of applications for which consensus Recommendations were achieved at each Engagement Level	# and %, by level
3	Number and percentage of applications dealt with within required timelines for Engagement at each Engagement Level	# and %, by level
4	Average timeline for completion of Engagement at each Engagement Level	in days, by level
5	Number and percentage of applications for which requests for timeline extensions were received at each Engagement Level	# and % by level, with examples of rationales provided
6	Number of applications for which no response was received at each Engagement Level	# and %, by level
7	Number and percentage of applications for which an elevated or lowered Engagement Level was used	# and % raised or lowered, by level and with examples of rationales provided
8	Number and percentage of applications for which of the Issue Resolution process was required, involving the Engagement Coordinator or G2G Forum Co-Chairs	# and % where resolution was achieved at Engagement Coordinator and G2G Forum Co-Chair levels
9	Number of applications affecting other First Nations for which consensus Recommendations with those First Nations was secured, by TRTFN or by the G2G Forum	# and % by First Nation, and with TRTFN or via G2G Forum
10	Number and percentage of batched applications at each Engagement Level	# and % by level
11	Number of Engagements initiated by TRTFN Departments	#