

**IN-SHUCK-CH NATION**  
**AGREEMENT IN PRINCIPLE**



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**PREAMBLE**

**WHEREAS**

1. In-SHUCK-ch Nation has entered into these treaty negotiations under the British Columbia Treaty Commission process representing the collectivity of In-SHUCK-ch Nation People, including the members of the Douglas Indian Band, Samahquam Indian Band and Skatin Nations Indian Band, as described in the Statement of Intent submitted by In-SHUCK-ch Nation to the British Columbia Treaty Commission;
2. In-SHUCK-ch Nation asserts that it has sought a treaty since the Declaration of the Lillooet Tribe dated May 10, 1911;
3. In-SHUCK-ch Nation People are aboriginal people of Canada who assert that their culture is tied to their traditional territories stated in their Statement of Intent submitted to the British Columbia Treaty Commission;
4. Canada and British Columbia have entered into and conducted these negotiations as recommended by the "Report of the British Columbia Task Force" without making admissions of aboriginal rights or the extent of traditional territories stated in the Statement of Intent submitted by In-SHUCK-ch Nation to the British Columbia Treaty Commission and in recognition that each of the Parties is at liberty to introduce any issue to the negotiating table which it views as significant to the treaty negotiations;
5. In-SHUCK-ch Nation asserts that it has an inherent right to self-government, and the Government of Canada will negotiate self-government based on its policy that the inherent right to self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982*;
6. The courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;
7. The Parties intend to negotiate a Final Agreement to provide a basis for this reconciliation and to provide a basis for a new relationship;
8. The negotiation of this Agreement has been conducted in an atmosphere of mutual respect and openness;
9. It is an important objective of In-SHUCK-ch Nation to preserve, protect, and enhance the economy, heritage, language and culture of In-SHUCK-ch Nation;
10. Section 35 of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, and the courts have stated that aboriginal rights include aboriginal title;
11. The Parties desire certainty in respect of In-SHUCK-ch Nation ownership and use of lands and resources, In-SHUCK-ch Nation authority to make laws, and the relationship of Federal Law, Provincial Law, and In-SHUCK-ch Nation Law;
12. The Parties desire that the Final Agreement will achieve certainty by agreeing to the continuation of rights as expressed in the Final Agreement, rather than by the extinguishment of rights;
13. The Parties have negotiated this Agreement under the British Columbia Treaty Commission

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process; and

14. This Agreement sets out the principles agreed by the Parties as the basis for negotiating a Final Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## DEFINITIONS

In this Agreement:

“Agreed-Upon Programs and Services” means those programs and services, as agreed to and set out in a Fiscal Agreement, to be made available by In-SHUCK-ch Nation, and towards which Canada or British Columbia contribute funding.

“Agreement” means this agreement-in-principle and all appendices to this agreement-in-principle.

“Appendix” means an appendix to this Agreement.

“Applicant” means:

- a. an individual applying for enrolment under the Final Agreement on behalf of himself or herself;
- b. a Minor who is represented by an individual who has the legal authority to manage the Minor’s affairs; or
- c. an adult who is represented by an individual who has the legal authority to manage the adult’s affairs.

“Aquatic Plants” includes all benthic and detached algae, brown algae, red algae, green algae, golden algae and phytoplankton, and all marine and freshwater flowering plants, ferns and mosses, growing in water or in soils that are saturated during most of the growing season.

“Archeological Human Remains” means human remains discovered within the In-SHUCK-ch Nation Area that are:

- a. not of forensic concern; and
- b. determined, based on the evidence, to be of aboriginal ancestry.

“Associated Burial Object” means an object that, by its attributes or location, can be demonstrated to have been placed in direct association with the burial of a human being as part of a burial practice or ritual.

“Assurance Fund” means “Assurance Fund” as defined in the *Land Title Act*.

“Available Flow” means the volume of flow of water above that required:

- a. to ensure conservation of Fish and Stream habitats and to continue navigability in accordance with Federal and Provincial Law and with the provisions of the Final Agreement; and
- b. under Water Reservations and Water Licences that have a priority over the Water Reservation established under section 7 of the Water chapter and Water Licences applied for before a Water Reservation established under section 7 of the Water chapter.

“Band” means a band within the meaning of section 2 of the *Indian Act*.

“Capital Transfer” means an amount paid by Canada or British Columbia to In-SHUCK-ch Nation

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under the Capital Transfer and Negotiation Loan Repayment chapter.

“Child and Family Service” means a service that provides for the protection of children, where the primary objective is the safety and well-being of children, having due regard for:

- a. the protection from abuse, neglect and harm, or threat of abuse, neglect, or harm, and any need for intervention;
- b. guardianship responsibilities for children in care;
- c. the support of families and caregivers to provide a safe environment and prevent abuse, neglect, and harm, or threat of abuse, neglect, or harm; and
- d. the support of kinship ties and the attachment of children to the extended family.

“Conflict” means where compliance with one law or requirement would result in a breach of another law or requirement.

“Consolidated Revenue Fund” means the general pool of all income of the federal government, such as tax, tariff and licence fee income, and profits from Crown corporations. All money received by the federal government must be credited to this fund and be properly accounted for.

“Consolidated Revenue Fund Lending Rate” means the published amortized rate of interest established by the Federal Minister of Finance as the lending rate in respect of borrowing from the Consolidated Revenue Fund.

“Consult” or “Consultation” means provision to a Party of:

- a. notice of a matter to be decided;
- b. if requested by a Party, sufficient information in respect of the matter to permit the Party to prepare its view on the matter;
- c. a reasonable period of time to permit the Party to prepare its views on the matter;
- d. an opportunity for the Party to present its views on the matter; and
- e. a full and fair consideration of any views on the matter so presented by the Party.

“Crown” means Her Majesty the Queen in right of Canada or Her Majesty the Queen in right of British Columbia, as the case may be.

“Crown Corridor” means those lands identified in Appendix E.

“Designated Migratory Bird Population” means a population of a species of Migratory Bird that has been designated by the Minister in accordance with section 33 of the Migratory Birds chapter.

“Designated Wildlife Species” means a species of Wildlife for which the Minister has determined that there should be a Total Allowable Wildlife Harvest in the In-SHUCK-ch Nation Area.

“Domestic Purposes” means food, social and ceremonial purposes, and does not include sale.

“Douglas Indian Band” means the Douglas Indian Band within the meaning of section 2 of the *Indian Act*.

“Ecological Reserve” means provincial Crown land established as an ecological reserve under Provincial Law.

“Effective Date” means the date upon which the Final Agreement will take effect.

“Eligibility Criteria” means the criteria listed in section 1 of the Eligibility and Enrolment chapter.

“Enhancement Initiative” means an initiative that is intended to result in an increase in Fish stocks through:

- f. an artificial improvement to Fish habitat; or
- g. the application of Fish culture technology.

“Enrolment Appeal Board” means the In-SHUCK-ch enrolment appeal board established under the Eligibility and Enrolment chapter.

“Enrolment Committee” means the In-SHUCK-ch enrolment committee established under the Eligibility and Enrolment chapter.

“Enrolment Register” means a list of persons who have been accepted for enrolment under the Eligibility and Enrolment chapter.

“Environment” means the components of the earth and includes:

- a. air, land and water;
- b. all layers of the atmosphere;
- c. all organic and inorganic matter and living organisms; and
- d. the interacting natural systems that include components referred to in sections a. to c.

“Environmental Assessment” means an assessment of the environmental effects of a Federal Project or Provincial Project.

“Environmental Emergency” means an uncontrolled, unplanned or accidental release, or release in contravention of laws or regulations, of a substance into the Environment, or the reasonable likelihood of such a release that:

- a. has or may have an immediate or long-term harmful effect on the Environment;
- b. constitutes or may constitute a danger to the Environment on which human life depends;  
or
- c. constitutes or may constitute a danger in Canada to human life or health.

“Existing Subsurface Tenures” means those subsurface interests as of the Effective Date, listed in Appendix C.

“Family Development Service” means a service that provides for the promotion of a well functioning family and community life, but does not include a Child and Family Service.

“Federal and Provincial Law” means Federal Law and Provincial Law.



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“Federal Expropriating Authority” means a federal Minister who has responsibility, acting on behalf of a federal department or agency or of another person, for expropriation under Federal Law.

“Federal Law” includes federal legislation, statutes, regulations, ordinances, Orders-in-Council, bylaws and the common law.

“Federal or Provincial Law” means Federal Law or Provincial Law.

“Federal Project” means a project, as defined under the *Canadian Environmental Assessment Act*, that is subject to an Environmental Assessment under that Act.

“Final Agreement” means the final agreement among the Parties that will be negotiated based on this Agreement.

“Fiscal Agreement” means a Fiscal Agreement negotiated by the Parties in accordance with the Fiscal Relations chapter.

“Fish” includes:

- a. shellfish and crustaceans;
- b. the parts of fish, shellfish, and crustaceans; and
- c. the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish and crustaceans.

“Forest Health Problem” means insects, diseases, invasive plants, animals or abiotic factors that threaten the health of Forest Resources or Range Resources.

“Forest Practices” means:

- a. Timber harvesting;
- b. road construction, road maintenance, road use, and road deactivation;
- c. silviculture treatments, including grazing for the purposes of brushing;
- d. botanical forest products collecting; and
- e. fire use;

but, does not include Timber marking or scaling, manufacture of Timber, or export of Timber.

“Forest Resources” means all Timber Resources and Non-Timber Resources, including all biota, but does not include Wildlife, Migratory Birds, water, Fish, or Aquatic Plants.

“Gathering Plan” means a plan, prepared by In-SHUCK-ch Nation for approval by the Minister, which sets out when and where In-SHUCK-ch Nation Citizens will be gathering Plants, which Plants will be gathered and quantities to be gathered.

“Geothermal Resources” means the natural heat of the earth and all substances that derive an added value from it, including steam, water and water vapour heated by the natural heat of the earth and all substances dissolved in the steam, water or water vapour obtained from a well, but does not include:

- a. water that has a temperature less than 80 degrees Celsius at the point where it reaches the

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surface; or

- b. Petroleum or Natural Gas.

“Governance Agreement” means the agreement among In-SHUCK-ch Nation, Canada and British Columbia contemplated by the Governance chapter.

“Gravel” means gravel, rock, random borrow materials and sand.

“Groundwater” means water that is below the surface of the ground.

“Heritage Site” means a heritage site as defined by Provincial Law and includes an archaeological site, burial site and historical site.

“Income Tax Act” means the *Income Tax Act*, R.S.C. 1985, c.1. (5th Supp.).

“Income Tax Act (British Columbia)” means the *Income Tax Act*, R.S.B.C. 1996, c. 215.

“Indian” means a person who is registered as an Indian or is entitled to be registered as an Indian under the *Indian Act*.

“*Indian Act*” means the *Indian Act*, R.S.C 1985, c. I-5.

“Initial Enrolment Period” means the period of time before the Effective Date, not exceeding one year, during which the Enrolment Committee is responsible for the enrolment process.

“In-SHUCK-ch Nation” means the collectivity of In-SHUCK-ch Nation People.

“In-SHUCK-ch Nation Annual Fishing Plan” means a plan described in the Fisheries chapter.

“In-SHUCK-ch Nation Area” means the area identified in Appendix A.

“In-SHUCK-ch Nation Artifact” means any artifact created by, traded to, commissioned by, or given as a gift to an In-SHUCK-ch Nation Citizen or In-SHUCK-ch Nation, or that originated from In-SHUCK-ch Nation or a Heritage Site and that has past and ongoing importance to In-SHUCK-ch Nation culture or spiritual practices, but does not include:

- a. a contemporary artifact;
- b. any artifact traded to, commissioned by, or given as a gift to another aboriginal group or person; or
- c. an Associated Burial Object.

“In-SHUCK-ch Nation Capital” means all land, cash and other assets transferred to, or recognized as owned by, In-SHUCK-ch Nation under the Final Agreement.

“In-SHUCK-ch Nation Certificate” means a certificate of In-SHUCK-ch Nation described in section 7 of the Land Title chapter.

“In-SHUCK-ch Nation Chiefs” means the chiefs of the Douglas Indian Band, Samahquam Indian Band and Skatin Nations Indian Band.

“In-SHUCK-ch Nation Citizen” means an individual who is enrolled under the Final Agreement in accordance with the Eligibility and Enrolment chapter.

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“In-SHUCK-ch Nation Constitution” means the constitution of In-SHUCK-ch Nation as provided for in the Governance chapter.

“In-SHUCK-ch Nation Corporation” means a corporation that is incorporated under Federal or Provincial Law, all of the shares of which are owned legally and beneficially by In-SHUCK-ch Nation.

“In-SHUCK-ch Nation Fishing Area” means the area described in Appendix G.

“In-SHUCK-ch Nation Fisheries Operational Guidelines” means the guidelines described in section 68 of the Fisheries chapter.

“In-SHUCK-ch Nation Government” means the government of In-SHUCK-ch Nation as set out in the In-SHUCK-ch Governance chapter and the In-SHUCK-ch Nation Constitution.

“In-SHUCK-ch Nation Harvest Document” means a licence, permit, document, or amendment thereto, issued by the Minister under Federal or Provincial Law in respect of the In-SHUCK-ch Nation Right to Harvest Fish.

“In-SHUCK-ch Nation Harvest Share” means:

a. in respect of the In-SHUCK-ch Nation Right to Harvest Fish:

- i. a defined harvest quantity or quota;
- ii. a harvest quantity determined by the use of a formula; or
- iii. a harvest quantity determined by the use of a formula with respect to a defined harvest area within the In-SHUCK-ch Nation Fishing Area;

under the Final Agreement; and

b. in respect of the In-SHUCK-ch Nation Right to Harvest Wildlife or the In-SHUCK-ch Nation Right to Harvest Migratory Birds:

- i. a defined harvest quantity or quota; or
- ii. a formula defining a harvest quantity or quota;

of a Designated Wildlife Species or a Designated Migratory Bird Population for In-SHUCK-ch Nation under the Final Agreement.

“In-SHUCK-ch Nation Indian Band” means any of the Douglas Indian Band, Samahquam Indian Band or Skatin Nations Indian Band.

“In-SHUCK-ch Nation Indian Reserves” means the lands identified in Appendix B-1 that are “reserves”, as defined in the *Indian Act*, for the In-SHUCK-ch Indian Bands on the day before the Effective Date.

“In-SHUCK-ch Nation Interim Government” means the In-SHUCK-ch Nation Chiefs and the councils of the Douglas Indian Band, Samahquam Indian Band and Skatin Nations Indian Band.

“In-SHUCK-ch Nation Land” means those lands identified as In-SHUCK-ch Nation Land under section 1 of the Lands chapter.

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“In-SHUCK-ch Nation Law” means:

- a. a law made under a law-making authority set out in the Final Agreement or any other agreement that provides In-SHUCK-ch Nation with authority to make laws; and
- b. the In-SHUCK-ch Nation Constitution,

but does not include In-SHUCK-ch Nation custom or traditional laws.

“In-SHUCK-ch Nation People” means those individuals who are eligible to be enrolled under the Final Agreement in accordance with the Eligibility and Enrolment chapter.

“In-SHUCK-ch Nation Private Land” means In-SHUCK-ch Nation Land that is designated as In-SHUCK-ch Nation private land by In-SHUCK-ch Nation.

“In-SHUCK-ch Nation Public Institution” means an In-SHUCK-ch Nation Government body, board, commission, or tribunal established under In-SHUCK-ch Nation Law.

“In-SHUCK-ch Nation Right to Gather Plants” means the right of In-SHUCK-ch Nation to gather Plants in accordance with the Final Agreement.

“In-SHUCK-ch Nation Right to Harvest Fish” means the right of In-SHUCK-ch Nation to harvest Fish and Aquatic Plants in accordance with the Final Agreement.

“In-SHUCK-ch Nation Right to Harvest Migratory Birds” means the right of In-SHUCK-ch Nation to harvest Migratory Birds in accordance with the Final Agreement.

“In-SHUCK-ch Nation Right to Harvest Wildlife” means the right of In-SHUCK-ch Nation to harvest Wildlife in accordance with the Final Agreement.

“In-SHUCK-ch Nation Road” means a road, including the road allowance, that forms part of In-SHUCK-ch Nation Land.

“Intellectual Property” includes any intangible property rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to, any right relating to patents, copy rights, trademarks, industrial designs or plant breeders’ rights.

“Joint Fisheries Committee” means the committee described in section 38 of the Fisheries chapter.

“Land Rights” means any aboriginal right, including aboriginal title and aboriginal rights to self-government, that relates to or affects lands, waters, wildlife, fish or other natural resources.

“Migratory Birds” means migratory birds as defined under Federal Law that is enacted further to international conventions, and for greater certainty, includes their eggs.

“Mineral” means an ore of metal, or a natural substance that can be mined and includes:

- a. rock and other materials from mine tailings, dumps, and previously mined deposits of minerals; and
- b. dimension stone.

“Minister” means, in relation to any matter, the Minister or Ministers of Her Majesty the Queen in right of Canada or in right of British Columbia, as the case may be, having responsibility, from time to time, for the exercise of powers in relation to the matter in question and includes a person with authority to

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act on behalf of the relevant Minister in respect of the matter in question.

“Minor” means an individual under the age of majority under Provincial Law.

“National Historic Site” means any place that is declared to be of national historic interest or significance by the Minister under Federal Law and administered by Canada.

“National Park” means federal Crown lands and waters described in the schedules to the *National Parks Act* and administered under Federal Law, and includes a National Park reserve.

“Natural Gas” means all fluid hydrocarbons that are not defined as Petroleum, and includes coalbed gas and hydrogen sulphide, carbon dioxide and helium produced from a well.

“Non-Timber Resources” means all Forest Resources other than Timber Resources and includes Range Resources.

“Parties” means In-SHUCK-ch Nation, Canada and British Columbia and “Party” means any one of these.

“Petroleum” means crude petroleum and all other hydrocarbons, regardless of specific gravity, that are or can be recovered in liquid form from a pool or that are or can be recovered from oil sand or oil shale.

“Placer Mineral” means ore of metal and every natural substance that can be mined and that is either loose or found in fragmentary or broken rock that is not talus rock, and occurs in loose earth or Gravel, and includes rock or other materials from placer mine tailings, dumps and previously mined deposits of placer minerals.

“Plants” includes all flora and fungi but does not include Aquatic Plants or Timber Resources except for bark, branches and roots of Timber Resources.

“Private Land” means land that is not:

- a. Crown land;
- b. privately owned land within a tree farm licence or woodlot licence issued under the *Forest Act*; or
- c. private managed forest land within the meaning of the *Private Managed Forest Land Act*.

“Protected Area” means provincial Crown land established or designated for any representative natural resource, recreation, conservation, historic or similar value under Provincial Law, but does not include a Provincial Park or Ecological Reserve.

“Provincial Law” includes provincial legislation, statutes, regulations, ordinances, Orders-in-Council, by-laws and the common law.

“Provincial Park” means provincial Crown land established as a provincial park under Provincial Law.

“Provincial Project” means a reviewable project under the *Environmental Assessment Act* (British Columbia) that is subject to an Environmental Assessment under that Act.

“Provincial Road” means a road existing on the Effective Date located on a Crown Corridor under the administration and control of British Columbia as identified in Appendix E.

“Public Planning Process” means a public planning process established by British Columbia to develop:

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- a. regional land or resource use management plans or guidelines, including land and resource management plans, landscape unit plans , and integrated watershed plans; and
- b. public plans or guidelines for specific sectors such as commercial recreation and aquaculture, but not operational plans that give specific direction to government staff.

“Public Utility” means a person, or the person’s lessee, trustee, receiver or liquidator that owns or operates in British Columbia equipment or facilities for the:

- a. production, gathering, generating, processing, storage, transmission, sale, supply, distribution or delivery of Petroleum (including Petroleum products or byproducts), gas (including Natural Gas, Natural Gas liquids, propane and coalbed methane), electricity, steam, water, sewage, or any other agent for the production of light, heat, cold or power; or
- b. emission, transmission or reception of information, messages or communications by guided or unguided electromagnetic waves, including systems of cable, microwave, optical fibre or radio communications, if that service is offered to the public for compensation.

“Range Practices” means:

- a. grazing of livestock;
- b. cutting of hay;
- c. activities related to grazing of livestock or cutting of hay; or
- d. activities related to constructing, modifying, or maintaining a structure, an excavation, a livestock trail, or an improvement to forage quality or quantity for purposes of range development.

“Range Resources” means those Plant communities that are associated with grazing.

“Ratification Committee” means the In-SHUCK-ch Nation ratification committee established under the Ratification chapter.

“Ratification Vote Date” means the date that In-SHUCK-ch Nation votes on the ratification of the Final Agreement.

“Registrar” means “Registrar” as defined in *the Land Title Act*.

“Salmon” means sockeye, pink, chinook, coho and chum salmon.

“Samahquam Indian Band” means the Samahquam Indian Band within the meaning of section 2 of the *Indian Act*.

“Skatin Nations Indian Band” means the Skatin Nations Indian Band within the meaning of section 2 of the *Indian Act*.

“Stewardship Activity” means an activity conducted for the assessment, monitoring, protection and management of Fish and Fish habitat.

“Stream” means a natural watercourse or source of water supply, whether usually containing water or

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not, and a lake, river, creek, spring, ravine, swamp and gulch but does not include Groundwater.

“Submerged Lands” means lands below the natural boundary as defined in the *Land Act*, R.S.B.C. 1996, c. 245.

“Subsurface Resources” means:

- a. earth, including diatomaceous earth, soil, peat, marl, sand and gravel;
- b. slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash, rock, riprap and other stone products;
- c. Minerals, including Placer Minerals;
- d. coal, Petroleum and Natural Gas; and
- e. Geothermal Resources.

“Taxation Treatment Agreement” means the agreement under section 12 of the Taxation chapter.

“Tenure” means any legal interest in respect of land, or the use or occupation of land, granted, effected, renewed or replaced by British Columbia or Canada including fee simple interests, Mineral interests, and interests created by statute, lease, licence, permit, reserve or grant existing as of the Effective Date and listed in an appendix to the Final Agreement.

“Timber” or “Timber Resources” means trees, whether living, standing, dead, fallen, limbed, bucked or peeled.

“Total Allowable Migratory Bird Harvest” means the maximum number of a Designated Migratory Bird Population that may be harvested in a specified period of time.

“Total Allowable Wildlife Harvest” means the maximum number of a Designated Wildlife Species that may be harvested in a specified period of time.

“Total Canadian Catch” and “TCC”, in respect of a stock or species of Fish, means the number, established by the Minister, of the stock or species, as having been caught in Canadian waters by aboriginal, commercial, recreational and other fisheries excluding test fisheries and those for hatchery purposes.

“Trade and Barter” does not include sale.

“Water Licence” means a licence, approval or other authorization under Provincial Law for the storage, diversion, distribution or use of water and which authorizes the construction, maintenance and operation of works.

“Water Reservation” means a water reservation identified in the Water chapter.

“Wildlife” means

- a. all vertebrate and invertebrate animals, including mammals, birds, reptiles, and amphibians; and
- b. the eggs, juvenile states, and adult stages of all vertebrate and invertebrate animals;

but does not include Fish or Migratory Birds.

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“Wildlife Management Plan” means a management plan prepared in accordance with the Wildlife chapter.



## CHAPTER 1 - GENERAL PROVISIONS

### NATURE OF AGREEMENT IN PRINCIPLE

1. This Agreement will form the basis for negotiating the Final Agreement.
2. As soon as practicable after the approval of this Agreement, the Parties will begin to negotiate the Final Agreement.
3. The Parties acknowledge and agree that this Agreement and for greater certainty any of its provisions are not legally binding on any of the Parties and are without prejudice to the respective legal positions of the Parties before the Effective Date and neither this Agreement nor any related communications over the course of these negotiations will be used against any of the Parties in any court proceeding or any other forum or be construed as creating, negating, denying, recognizing, defining or amending any rights or obligations of any of the Parties except as expressly provided for in the Final Agreement and only upon the Effective Date.

### NATURE OF THE FINAL AGREEMENT

4. The Final Agreement once ratified by the Parties will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
5. The Final Agreement once ratified by the Parties will be binding on the Parties and can be relied upon by the Parties and all persons.
6. The Final Agreement will provide that Canada and British Columbia will recommend to Parliament and the Legislative Assembly of British Columbia, respectively, settlement legislation to bring into effect the Final Agreement.

### ASSURANCES

7. In-SHUCK-ch Nation will provide assurances in the Final Agreement that it represents all In-SHUCK-ch Nation People, and it enters into the Final Agreement on behalf of all In-SHUCK-ch Nation People who have any aboriginal rights, including aboriginal title, in Canada or any claims to such rights.
8. The Parties will each provide assurances that they have the authority to enter into the Final Agreement.
9. In-SHUCK-ch Nation will pursue overlap discussions with neighbouring first nations and will seek to resolve all overlaps before the Final Agreement.

### CONSTITUTION OF CANADA

10. The Final Agreement will not alter the Constitution of Canada, including:
  - a. the distribution of powers between Canada and British Columbia;
  - b. the identity of In-SHUCK-ch Nation as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and

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c. sections 25 and 35 of the *Constitution Act, 1982*.

11. The Canadian Charter of Rights and Freedoms will apply to In-SHUCK-ch Nation Government in respect of all matters within its authority.

CHARACTER OF IN-SHUCK-CH NATION LAND

12. After the Effective Date, there will be no “lands reserved for the Indians” within the meaning of the *Constitution Act, 1867* for In-SHUCK-ch Nation, and there will be no “reserves” as defined in the *Indian Act* for In-SHUCK-ch Nation.
13. Before the Final Agreement, the Parties will consider whether any of the attributes of In-SHUCK-ch Nation Lands to be set out in other chapters in the Final Agreement also need to be addressed in the General Provisions chapter.

APPLICATION OF FEDERAL AND PROVINCIAL LAW

14. Federal and Provincial Law will apply to In-SHUCK-ch Nation, In-SHUCK-ch Nation Government, In-SHUCK-ch Nation Public Institutions, In-SHUCK-ch Nation Citizens and In-SHUCK-ch Nation Land.
15. Any licence, permit or other authorization to be issued by Canada or British Columbia under the Final Agreement will be issued under Federal or Provincial Law and will not be part of the Final Agreement, but the Final Agreement will prevail to the extent of any Conflict with the licence, permit or other authorization.
16. The Final Agreement will confirm that federal settlement legislation enacted to bring into effect the Final Agreement will prevail over other Federal Law to the extent of any Conflict and provincial settlement legislation enacted to bring into effect the Final Agreement will prevail over other Provincial Law to the extent of any Conflict.
17. The Final Agreement will prevail to the extent of any Conflict with a Federal or Provincial Law.

RELATIONSHIP OF LAWS

18. Notwithstanding any other rule of priority in the Final Agreement, Federal and Provincial Law will prevail over In-SHUCK-ch Nation Law to the extent of any Conflict involving a provision of an In-SHUCK-ch Nation Law that:
- a. has a double aspect on, or an incidental impact on, any area of federal or provincial legislative jurisdiction for which In-SHUCK-ch Nation does not have any law-making authority set out in the Final Agreement; or
  - b. has a double aspect on, or an incidental impact on, any area of federal or provincial legislative jurisdiction for which In-SHUCK-ch Nation does have law making authority set out in the Final Agreement but in respect of which Federal and Provincial Law prevail in the event of a Conflict.
19. Federal Law in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of overriding national importance will prevail in the event of any Conflict with In-SHUCK-ch Nation Law made under the law-making authorities set out in the Final Agreement to the extent of any Conflict.
20. Canada will recommend to Parliament that federal settlement legislation include a provision
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that, to the extent that a law of British Columbia does not apply of its own force to In-SHUCK-ch Nation, In-SHUCK-ch Nation Government, In-SHUCK-ch Nation Public Institutions, In-SHUCK-ch Nation Citizens and In-SHUCK-ch Nation Land, that law of British Columbia will, subject to the federal settlement legislation and any other Act of Parliament, apply in accordance with the Final Agreement to In-SHUCK-ch Nation, In-SHUCK-ch Nation Government, In-SHUCK-ch Nation Public Institutions, In-SHUCK-ch Nation Citizens, and In-SHUCK-ch Nation Land, as the case may be.

21. In-SHUCK-ch Nation Law will not apply to Canada or British Columbia except as provided for in the Final Agreement.
22. In-SHUCK-ch Nation authority to make laws will not include criminal law, criminal procedure, official languages of Canada or Intellectual Property.
23. Any In-SHUCK-ch Nation Law that is inconsistent or in Conflict with the Final Agreement will be of no force or effect to the extent of the inconsistency or Conflict.
24. The Final Agreement will provide for:
  - a. the application and operation of Federal and Provincial Law in respect of human rights; and
  - b. consistency of In-SHUCK-ch Nation Law and actions with Canada's international obligations.

APPLICATION OF THE *INDIAN ACT*

25. After the Effective Date, the *Indian Act* will not apply to In-SHUCK-ch Nation, In-SHUCK-ch Nation Government, and In-SHUCK-ch Nation Citizens, except as set out in the *Indian Act* Transition and Taxation chapters and for the purpose of determining whether an individual is an Indian.

OTHER RIGHTS, BENEFITS AND PROGRAMS

26. The Final Agreement will not affect the ability of In-SHUCK-ch Nation Citizens who are Canadian citizens to enjoy rights and benefits for which they would otherwise be eligible as Canadian citizens.
27. Subject to section 28, nothing in the Final Agreement will affect the ability of In-SHUCK-ch Nation, In-SHUCK-ch Nation Government, In-SHUCK-ch Nation Public Institutions, or In-SHUCK-ch Nation Citizens to participate in, or benefit from, federal or provincial programs for aboriginal people, registered Indians or other Indians, in accordance with general criteria established for those programs from time to time.
28. In-SHUCK-ch Nation Citizens will be eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that In-SHUCK-ch Nation has not assumed responsibility for those programs or public services under an In-SHUCK-ch Nation Fiscal Agreement.

JUDICIAL DETERMINATIONS IN RESPECT OF VALIDITY

29. If a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines any provision of the Final Agreement to be invalid or unenforceable:

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- a. the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision; and
  - b. the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.
30. No Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.
31. A breach of the Final Agreement by a Party will not relieve any Party from its obligations under the Final Agreement.

SPECIFIC CLAIMS

32. Before the Final Agreement, the Parties will determine how specific claims will be addressed.

CERTAINTY

33. The Final Agreement will be the full and final settlement of In-SHUCK-ch Nation's aboriginal Land Rights, any other aboriginal rights related to other rights and authorities set out in the Final Agreement, and any rights added to the Final Agreement as part of the orderly process described in section 39.
34. For greater certainty, the Final Agreement will provide that the rights and authorities set out in the In-SHUCK-ch Nation Governance Agreement are not rights modified in the Final Agreement.
35. The Final Agreement will comprehensively set out In-SHUCK-ch Nation's section 35 Land Rights and other section 35 rights relating to matters set out in the Final Agreement.
36. The Final Agreement will modify In-SHUCK-ch Nation's aboriginal Land Rights, and other aboriginal rights that relate to matters set out in the Final Agreement, into the rights set out in the Final Agreement.
37. In-SHUCK-ch Nation will release Canada and British Columbia from all claims in relation to past infringements of any aboriginal rights of In-SHUCK-ch Nation, which infringement occurred before the Effective Date.
38. The In-SHUCK-ch Nation Governance Agreement will set out the agreement of In-SHUCK-ch Nation not to assert or exercise any rights other than as set out in the Governance Agreement, for as long as the In-SHUCK-ch Nation Governance Agreement is in force. This is not intended to affect the exercise of rights under the Final Agreement.
39. If In-SHUCK-ch Nation wishes to exercise a right that is not addressed in the In-SHUCK-ch Nation Governance Agreement or modified into a right set out in a Final Agreement, the Parties may discuss the matter and may agree to enter into negotiations on amending the In-SHUCK-ch Nation Governance Agreement or the Final Agreement to incorporate the proposed right.
40. Between this Agreement and the Final Agreement, the Parties will work together to identify an acceptable back-up legal technique to the modification technique to achieve the certainty which

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the Parties seek.

## INDEMNITIES

41. The Final Agreement will provide that In-SHUCK-ch Nation will indemnify and save harmless Canada or British Columbia, as the case may be, from any:
- a. costs, excluding fees and disbursements of solicitors and other professional advisors;
  - b. damages;
  - c. losses; or
  - d. liabilities,

that Canada or British Columbia, respectively, may suffer or incur in connection with, or as a result of, any claims, demands, actions or proceedings relating to or arising out of any act or omission, before the Effective Date, that may have affected or infringed any aboriginal right, including aboriginal title, in Canada of In-SHUCK-ch Nation.

42. The Final Agreement will provide that In-SHUCK-ch Nation will indemnify and save harmless Canada or British Columbia, as the case may be, from any:
- a. costs, excluding fees and disbursements of solicitors and other professional advisors;
  - b. damages;
  - c. losses; or
  - d. liabilities,

that Canada, or British Columbia, respectively, may suffer or incur in connection with or as a result of any claims, demands, actions or proceedings relating to or arising out of the existence of an aboriginal right, including aboriginal title, of In-SHUCK-ch Nation in Canada that is other than, or different in attributes or geographical extent from, In-SHUCK-ch Nation section 35 rights as set out in the Final Agreement.

43. The Final Agreement will provide that a Party who is the subject of a claim, demand, action or proceeding that may give rise to a requirement to provide payment to that Party under an indemnity under the Final Agreement:
- a. will vigorously defend the claim, demand, action or proceeding; and
  - b. will not settle or compromise the claim, demand, action or proceeding except with the consent of the Party who has granted that indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.

## OTHER ABORIGINAL GROUPS

44. The Final Agreement will not affect, recognize or provide any aboriginal or treaty rights for any aboriginal group other than In-SHUCK-ch Nation.
45. If a court determines that a provision of the Final Agreement adversely affects aboriginal or treaty rights of another aboriginal group, that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace the provision.

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46. The Final Agreement will set out provisions for negotiating appropriate remedies where In-SHUCK-ch Nation treaty rights are adversely affected by a future treaty with another aboriginal group.

AMENDMENT PROVISIONS

47. Any Party may propose an amendment to the Final Agreement.
48. If a Party proposes an amendment under section 47, the Parties agree that, before they proceed with amending the Final Agreement, they will attempt to find other means of satisfying the interests of the Party proposing the amendment.
49. If all Parties agree to amend the Final Agreement, the Parties will proceed diligently to agree on the wording of such an amendment.
50. Except for any provision of the Final Agreement that provides that an amendment requires the consent of only In-SHUCK-ch Nation and either Canada or British Columbia, all amendments to the Final Agreement require the consent of all three Parties.
51. Canada will give consent to an amendment to the Final Agreement by order of the Governor in Council.
52. British Columbia will give consent to an amendment to the Final Agreement by resolution of the Legislative Assembly of British Columbia.
53. In-SHUCK-ch Nation will give consent to an amendment to the Final Agreement by a resolution adopted by at least two-thirds of the elected members of In-SHUCK-ch Nation Government.
54. If federal or provincial legislation is required to give effect to an amendment to the Final Agreement, Canada or British Columbia, as the case may be, will recommend to Parliament or the Legislative Assembly of British Columbia that the required legislation be enacted.
55. An amendment to the Final Agreement takes effect on a date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives its consent.
56. The Parties agree to take the necessary steps to implement amended provisions of the Final Agreement as soon as possible after the amendment has been ratified by the Parties.
57. The Final Agreement will provide that all amendments will be made public in a manner to be prescribed in the Final Agreement.
58. The Final Agreement may specify some types of amendments to which the consent provisions set out in sections 51 to 53 will not apply.
59. Notwithstanding sections 50 to 55, if:
- a. the Final Agreement provides:
    - i. that In-SHUCK-ch Nation and Canada or British Columbia will negotiate and attempt to reach agreement in respect of a matter that will result in an amendment to the Final Agreement, including a change to an Appendix; and

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- ii. that if agreement is not reached, the matter will be finally determined by arbitration under the Dispute Resolution chapter; and
- iii. those Parties have negotiated an agreement or the matter is determined by arbitration,

the Final Agreement will be deemed to be amended on the date the agreement or arbitrator's decision takes effect, as the case may be.

#### OBLIGATIONS TO NEGOTIATE

- 60. The Final Agreement will provide that whenever the Parties are obliged under any provision of the Final Agreement to negotiate and attempt to reach agreement, unless the Parties otherwise agree, all Parties will participate in the negotiations.
- 61. Where the Final Agreement provides that the Parties, or any two of them, “will negotiate and attempt to reach agreement,” those negotiations will be conducted as set out in the Dispute Resolution chapter, but none of the Parties are obliged to proceed to stage three of the Dispute Resolution chapter unless, in a particular case, they are required to do so under section 28 of the Dispute Resolution chapter.
- 62. Except as set out in the Final Agreement, an agreement that is reached as a result of negotiations that are required or permitted under any section of the Final Agreement is not part of the Final Agreement.

#### INTERPRETATION

- 63. Except as set out in the Final Agreement, in the event of an inconsistency or Conflict between a provision of the General Provisions chapter of Final Agreement and any other provision of the Final Agreement, the provision of the General Provisions chapter of the Final Agreement will prevail to the extent of the inconsistency or Conflict.
- 64. There will be no presumption that doubtful expressions, terms or provisions in the Final Agreement are to be resolved in favour of any particular Party.
- 65. 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, or in replacement of it.
- 66. In the Final Agreement:
  - a. the use of the word “will” denotes an obligation that, unless the Final Agreement provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
  - b. unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
  - c. unless it is otherwise clear from the context, a reference in the Final Agreement to a “chapter”, “section”, “schedule” or “Appendix” means a chapter, section, schedule or appendix, respectively, of the Final Agreement;
  - d. headings and subheadings are for convenience only, do not form a part of the Final Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of the Final Agreement;

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- e. 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;
- f. unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;
- g. a reference to "Canada's international obligations" will include those which are in effect on, or after, the Effective Date; and
- h. a reference to "harvest" includes an attempt to harvest.

#### OFFICIAL LANGUAGES

67. For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Final Agreement, including the execution of the Final Agreement.

#### CONSULTATION

68. Where Canada and British Columbia have Consulted or provided information to In-SHUCK-ch Nation under the Final Agreement, and consulted in accordance with federal or provincial legislation, Canada and British Columbia will have no additional consultation obligations under the Final Agreement.

#### FREEDOM OF INFORMATION AND PRIVACY

69. The Final Agreement will provide that for the purposes of federal and provincial access to information and privacy legislation, information that In-SHUCK-ch Nation provides to Canada or British Columbia in confidence is deemed to be information received or obtained in confidence from another government.
70. The Final Agreement will provide that if In-SHUCK-ch Nation requests disclosure of information from Canada or British Columbia, the request will be evaluated as if it were a request by a province for disclosure of that information, but Canada and British Columbia are not required to disclose to In-SHUCK-ch Nation information that is only available to a particular province or particular provinces.
71. The Final Agreement will provide that the Parties may enter into agreements in respect of any one or more of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information.
72. The Final Agreement will provide that Canada or British Columbia may provide information to In-SHUCK-ch Nation in confidence if the In-SHUCK-ch Nation Government has made a law or has entered into any agreement with Canada or British Columbia, as the case may be, under which the confidentiality of the information will be protected.
73. Notwithstanding any other provision of the Final Agreement:
- a. Canada and British Columbia are not required to disclose any information that they are required or authorized to withhold under any Federal or Provincial Law, including under sections 37 to 39 of the *Canada Evidence Act*;
  - b. if Federal or Provincial Law allow the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada and British Columbia are not required to disclose that information unless those conditions are satisfied; and



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- c. the Parties are not required to disclose any information that may otherwise be withheld under a rule of privilege at law.

NO IMPLIED WAIVER

- 74. The Final Agreement will provide that a provision of the Final Agreement, or the performance by a Party of an obligation under the Final Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 75. The Final Agreement will provide that no written waiver of a provision of the Final Agreement, of performance by a Party of an obligation under the Final Agreement or of default by a Party of an obligation under the Final Agreement, will be a waiver of any other provision, obligation or subsequent default.

## CHAPTER 2 - LANDS

### GENERAL

1. On the Effective Date, In-SHUCK-ch Nation Land will consist of the lands identified in Appendix B and will comprise approximately 14,518 hectares including:
  - a. approximately 1,310 hectares of existing In-SHUCK-ch Nation Indian Reserve lands identified in Appendix B-1 and including, subject to section 35, Submerged Lands identified in Appendix B-2;
  - b. approximately 13,208 hectares of Crown land identified in Appendix B-3; and
  - c. additional land as provided in section 2,but not including Provincial Roads and Crown Corridors as identified in Appendix E and all other Submerged Lands.
2. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the provision of up to approximately 70 hectares of additional fee simple land through a treaty-related measure on a “willing-seller, willing-buyer basis”, or through another mechanism, subject to:
  - a. agreement by Canada and British Columbia on cost-sharing the treaty-related measure or other mechanism;
  - b. agreement by the Parties to the terms of the treaty-related measure or other mechanism;
  - c. the funds necessary for the treaty-related measure or other mechanism being deducted from the Capital Transfer specified in section 1 of the Capital Transfer and Negotiation Loan Repayment Chapter; and
  - d. appropriate federal and provincial approvals.
3. Before the Final Agreement, the Parties will update Appendix B to reflect any additions, deletions or amendments to the land parcels that may result from further land statusing or boundary delineation work undertaken by any of the Parties.

### OWNERSHIP OF IN-SHUCK-CH NATION LAND

4. On the Effective Date, subject to sections 1 and 12, In-SHUCK-ch Nation will own In-SHUCK-ch Nation Land in fee simple, and In-SHUCK-ch Nation fee simple ownership of In-SHUCK-ch Nation Land will not be subject to any condition, proviso, restriction, exception, or reservation set out in the *Land Act*, or any comparable limitation under Federal or Provincial Law.
5. In-SHUCK-ch Nation, in accordance with the Final Agreement and In-SHUCK-ch Nation Law, may:
  - a. dispose of the whole of its estate in fee simple in any parcel of In-SHUCK-ch Nation Land; and
  - b. from the whole of its estate in fee simple, or its interest in any parcel of In-SHUCK-ch

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Nation Land, create or dispose of any lesser estate or interest to any person, including rights of way and covenants similar to those in sections 218 and 219 of the *Land Title Act*,

without the consent of Canada or British Columbia.

6. Subject to sections 48 and 64, a parcel of In-SHUCK-ch Nation Land does not cease to be In-SHUCK-ch Nation Land as a result of any change in ownership of an estate or interest in those lands.
7. After the Effective Date, In-SHUCK-ch Nation may request the consent of Canada and British Columbia to having land, which In-SHUCK-ch Nation wishes to sell or dispose of a fee simple interest in, removed from In-SHUCK-ch Nation Land in accordance with the Final Agreement and In-SHUCK-ch Nation Law. In considering whether to consent to the removal of land from In-SHUCK-ch Nation Land, Canada and British Columbia may consider:
  - a. necessary jurisdictional, administrative and servicing arrangements;
  - b. the views of any affected municipalities and neighbouring first nations;
  - c. whether removal of the land will have an impact on fiscal arrangements negotiated between In-SHUCK-ch Nation and either or both of Canada and British Columbia; or
  - d. whether its removal will create legal or financial exposure to Canada or British Columbia.
8. If In-SHUCK-ch Nation wishes to sell or dispose of a fee simple interest in a parcel of In-SHUCK-ch Nation Land, it will, before the sale or disposition, apply under the *Land Title Act* in accordance with the Land Title chapter, for the registration of indefeasible title to that parcel.
9. If In-SHUCK-ch Nation sells or disposes of a fee simple interest in a parcel of In-SHUCK-ch Nation Land, any expropriation of that parcel by a Federal Expropriating Authority will occur in accordance with Federal Law and not subject to sections 49 through 75 inclusive.
10. The Final Agreement will provide that if Canada and British Columbia consent to the removal of a parcel of land from In-SHUCK-ch Nation Land, the parcel will cease to be In-SHUCK-ch Nation Land upon receipt by In-SHUCK-ch Nation of written notice of the consent of each of Canada and British Columbia.
11. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law doctrine of prescription and the doctrine of the lost modern grant, will be abolished in respect of In-SHUCK-ch Nation Land.

EXISTING INTERESTS

12. Interests on In-SHUCK-ch Nation Land existing immediately before the Effective Date, including the interests of holders of certificates of possession on In-SHUCK-ch Indian Reserves, will continue on the terms and conditions under which those interests were held before the Effective Date, subject to modification only by agreement between the holder of the interest and In-SHUCK-ch Nation.
13. Interests referred to in section 12 in respect of provincial Crown lands are identified in Appendix C which the Parties will update before the Final Agreement to reflect any additions, deletions or amendments. Interests referred to in section 12 in respect of In-SHUCK-ch Indian Reserves will be set out in an Appendix to the Final Agreement.

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14. If, at any time, any parcel of In-SHUCK-ch Nation Land, or any estate or interest in a parcel of In-SHUCK-ch Nation Land, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to In-SHUCK-ch Nation.

AUTHORITY TO MAKE LAWS

15. The Final Agreement will provide that In-SHUCK-ch Nation Government may make laws in respect of the administration and management of In-SHUCK-ch Nation Land, including:
- a. planning and land use management;
  - b. approval of proposed developments on In-SHUCK-ch Nation Land;
  - c. creation and disposition of legal interests that are recognized under the *Land Title Act* in In-SHUCK-ch Nation Land; and
  - d. the provision of local services related to land management.
16. In-SHUCK-ch Nation may establish administrative procedures for evaluating the proposed developments referred to in section 15.b.
17. Subject to section 18, an In-SHUCK-ch Nation Law made under section 15 prevails to the extent of a Conflict with a Federal or Provincial Law in respect of land use management and planning.
18. In the event of a Conflict between an In-SHUCK-ch Nation Law under section 15.b and a Federal or Provincial Law in relation to Environmental Assessment, section 18 of the General Provisions chapter will apply.
19. Despite any approval of a proposed development made by In-SHUCK-ch Nation under section 15.b, no Federal Project or Provincial Project on In-SHUCK-ch Nation Land will proceed unless any Federal or Provincial Law in respect of Environmental Assessment has been complied with.

SUBSURFACE RESOURCES

20. In-SHUCK-ch Nation will own Subsurface Resources on or under In-SHUCK-ch Nation Land.
21. In-SHUCK-ch Nation ownership of Subsurface Resources will be subject to the Existing Subsurface Tenures listed in Appendix C.
22. Subject to sections 23, 25 and 28, In-SHUCK-ch Nation, as owner of Subsurface Resources, will have the authority to set fees, rents, royalties and other charges, excluding taxes, for exploration, development, extraction and production of Subsurface Resources owned by In-SHUCK-ch Nation.
23. British Columbia will maintain the authority to set fees, rents, royalties or other charges for exploration, development, extraction or production of Subsurface Resources under Existing Subsurface Tenures.
24. British Columbia will:
- a. ensure that any rents and royalties applicable to Existing Subsurface Tenures that British Columbia would be entitled to receive after the Effective Date, and any interest earned on those rents and royalties, are paid to the In-SHUCK-ch Nation from time to time; and

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- b. retain any fees, charges or other payments applicable to Existing Subsurface Tenures under Provincial Law.
- 25. Nothing in the Final Agreement will confer on the In-SHUCK-ch Nation Government the authority to make laws in respect of the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information.
- 26. Nothing in the Final Agreement will confer authority on In-SHUCK-ch Nation Government to make laws in respect of:
  - a. spacing and target areas related to Petroleum and Natural Gas and Geothermal Resources, and conservation and allocation of Petroleum and Natural Gas (and Geothermal Resources) among parties having interests in the same reservoir; and
  - b. Existing Subsurface Tenures.
- 27. For greater certainty, nothing in the Final Agreement will limit or restrict the operation of Federal and Provincial Law with respect to Subsurface Resources on or beneath In-SHUCK-ch Nation Land.
- 28. Federal and Provincial Law will prevail to the extent of a Conflict with any In-SHUCK-ch Nation Law respecting the exploration, development, extraction and production of Subsurface Resources on or beneath In-SHUCK-ch Nation Land.
- 29. The Existing Subsurface Tenures will:
  - a. continue in accordance with Provincial Law and the Final Agreement; and
  - b. be administered by British Columbia in accordance with Provincial Law and the Final Agreement.
- 30. Subject to sections 31 and 32, Provincial Law will apply to any exploration, development, extraction and production of Subsurface Resources under Existing Subsurface Tenures.
- 31. In administering the Existing Subsurface Tenures, British Columbia may grant, as necessary, any related extensions, renewals, continuations, replacements or issue any further rights as those Subsurface Resources are developed.
- 32. In administering the Existing Subsurface Tenures, British Columbia will notify In-SHUCK-ch Nation before changing or eliminating any rents or royalties applicable to the Existing Subsurface Tenures.
- 33. In-SHUCK-ch Nation Land will be treated as private land under Provincial Law relating to Subsurface Resources for the purposes of dealing with access issues and compensation rights associated with any proposed entrance, occupation or use of the surface by holders of Existing Subsurface Tenures. For greater certainty, holders of Existing Subsurface Tenures must obtain the agreement of the owner of In-SHUCK-ch Nation Land before entering, occupying or using an area of In-SHUCK-ch Nation Land, and any disagreements may be resolved under Provincial Law relating to access and compensation disputes involving Subsurface Resources.
- 34. If an Existing Subsurface Tenure is forfeited, abandoned or surrendered to British Columbia

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under Provincial Law, the Subsurface Resources and In-SHUCK-ch Nation Land will no longer be subject to that Tenure.

SUBMERGED LANDS WITHIN IN-SHUCK-CH NATION LAND

35. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on provisions with respect to the ownership of and jurisdiction over the Submerged Lands identified in Appendix B-2.

ADDITIONS TO IN-SHUCK-CH NATION LAND

36. At any time after the Effective Date, with the agreement of Canada and British Columbia, In-SHUCK-ch Nation may add to In-SHUCK-ch Nation Land, land that is:
- a. within the In-SHUCK-ch Nation Area;
  - b. outside of municipal boundaries unless the municipality consents;
  - c. owned in fee simple by In-SHUCK-ch Nation; and
  - d. free from overlap with another first nation unless that first nation consents.
37. Nothing in section 36 obligates Canada or British Columbia to pay costs associated with the purchase, transfer or related costs concerning the addition of lands to In-SHUCK-ch Nation Land.
38. When making a decision under section 36, the Parties will take into account, among other factors:
- a. whether the land is contiguous to existing In-SHUCK-ch Nation Land; and
  - b. interests of the Fraser Valley Regional District or Squamish-Lillooet Regional District in cases where the land is within the Fraser Valley Regional District or Squamish-Lillooet Regional District but not within a municipality.
39. If In-SHUCK-ch Nation adds a parcel of land to In-SHUCK-ch Nation Land under section 36, the relevant appendix to the Final Agreement will be amended to reflect the change to the boundaries of In-SHUCK-ch Nation Land.
40. Interests on lands that are added to In-SHUCK-ch Nation Land under section 36 will continue on the terms and conditions under which those interests were held before those interests were transferred to In-SHUCK-ch Nation, subject to modification only by agreement between the holder of the interest and In-SHUCK-ch Nation.

PROVINCIAL EXPROPRIATION OF IN-SHUCK-CH NATION LAND

41. British Columbia acknowledges as a general principle that where it is reasonable to use other means, expropriation of In-SHUCK-ch Nation Land under Provincial Law will be avoided.
42. Subject to sections 43 and 44, any expropriation of In-SHUCK-ch Nation Land will be carried out in accordance with applicable provincial legislation and processes.
43. Any provincial expropriation of In-SHUCK-ch Nation Land will be:
- a. of the smallest estate or interest necessary, and for the shortest time required;

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- b. by and for the use of a provincial ministry or agent of the provincial Crown; and
  - c. with the consent of the Lieutenant Governor in Council.
44. If there is a provincial expropriation of In-SHUCK-ch Nation Land under provincial legislation, British Columbia and In-SHUCK-ch Nation will negotiate and attempt to reach agreement on Crown land as compensation. If there is no agreement, British Columbia will provide In-SHUCK-ch Nation with other compensation.
45. British Columbia and Canada will consent to replacement land provided by British Columbia to In-SHUCK-ch Nation as compensation for an expropriation being added to In-SHUCK-ch Nation Land if the replacement land meets the criteria for additions to In-SHUCK-ch Nation Land as set out in sections 36 and 38.
46. The Final Agreement will include provisions concerning the status of land that In-SHUCK-ch Nation purchases with cash received as compensation for a provincial expropriation.
47. The Final Agreement will set out provisions under which British Columbia and In-SHUCK-ch Nation may negotiate terms that may allow In-SHUCK-ch Nation to acquire land previously expropriated by British Columbia, if the land is no longer required by British Columbia.
48. The Final Agreement will contain provisions concerning the status of In-SHUCK-ch Nation Land that is expropriated by British Columbia.

FEDERAL EXPROPRIATION OF IN-SHUCK-CH NATION LAND

49. Canada and In-SHUCK-ch Nation agree that as a general principle, In-SHUCK-ch Nation Land will not be subject to expropriation, except as set out in this chapter.
50. Notwithstanding section 49, any interest in In-SHUCK-ch Nation Land may be expropriated by a Federal Expropriating Authority in accordance with Federal Law and with the consent of the Governor-in-Council.
51. The Governor-in-Council may consent to an expropriation of an interest in In-SHUCK-ch Nation Land if the expropriation is justifiable in accordance with section 52 and necessary for a public purpose.
52. For the purposes of section 51, an expropriation is justifiable where the Governor-in-Council is satisfied that the following requirements have been met:
- a. there is no other reasonably feasible alternative land to acquire that is not In-SHUCK-ch Nation Land;
  - b. reasonable efforts have been made by the Federal Expropriating Authority to acquire the interest in In-SHUCK-ch Nation Land through agreement with In-SHUCK-ch Nation;
  - c. the most limited interest in In-SHUCK-ch Nation Land necessary for the purpose for which the interest in land is sought is expropriated; and
  - d. information relevant to the expropriation, other than documents that would be protected from disclosure under Federal Law, has been provided to In-SHUCK-ch Nation.
53. Before the Governor-in-Council issues an order consenting to the expropriation of an interest in In-SHUCK-ch Nation Land, the Federal Expropriating Authority will provide to In-

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SHUCK-ch Nation, and make available to the public, a report stating the justification for the expropriation and describing the steps taken to satisfy the requirements of section 52.

54. If In-SHUCK-ch Nation objects to a proposed expropriation of an interest in In-SHUCK-ch Nation Land, it may, within 60 days after the report has been provided to In-SHUCK-ch Nation in accordance with section 53, by providing notice in writing to the Federal Expropriating Authority, refer the matter for a review of the steps taken to satisfy the requirements set out in section 52 directly to neutral evaluation under Stage Two of the Dispute Resolution chapter.
55. The Federal Expropriating Authority may not seek Governor-in-Council consent to the expropriation of an interest in In-SHUCK-ch Nation Land before the expiration of the period referred to in section 54 or, if In-SHUCK-ch Nation has referred the matter to a neutral evaluator in accordance with section 54, before the neutral evaluator has delivered an opinion on the matter, such opinion to be rendered within 60 days of the referral being made or within such additional time as the Parties may agree.
56. Without limiting the generality of the Dispute Resolution chapter, the opinion of the neutral evaluator under section 55:
  - a. is without prejudice to the legal positions that may be taken by a Federal Expropriating Authority and In-SHUCK-ch Nation in court or in any other forum;
  - b. will not be admissible in any legal proceedings, unless otherwise required by law; and
  - c. is not binding on the Governor-in-Council under sections 51 and 52.
57. Where a fee simple interest in a parcel of In-SHUCK-ch Nation Land is expropriated by a Federal Expropriating Authority, the Federal Expropriating Authority will make reasonable efforts to identify replacement land within the In-SHUCK-ch Nation Area, being either federal Crown land or land available on a willing-seller willing-buyer basis, of equivalent or greater size and comparable value and, if acceptable to In-SHUCK-ch Nation, to acquire and offer the replacement land to In-SHUCK-ch Nation as partial or full compensation for the expropriation. If the Federal Expropriating Authority and In-SHUCK-ch Nation are unable to agree on the provision of replacement land as compensation, the Federal Expropriating Authority will provide In-SHUCK-ch Nation with other compensation in accordance with this Agreement.
58. Subject to section 61, if the replacement land identified by the Federal Expropriating Authority would result in the total size of In-SHUCK-ch Nation Land being less than at the Effective Date and In-SHUCK-ch Nation does not agree that the replacement land is of comparable value to the interest in In-SHUCK-ch Nation Land being expropriated, In-SHUCK-ch Nation may refer the issue of whether the replacement land is of comparable value to the interest in In-SHUCK-ch Nation Land being expropriated to be finally determined by arbitration under Stage Three of the Dispute Resolution chapter.
59. The total value of compensation for an interest in In-SHUCK-ch Nation Land expropriated by a Federal Expropriating Authority under this chapter will be determined by taking into account the following factors:
  - a. the market value of the expropriated interest or of the In-SHUCK-ch Nation Land in which an interest has been expropriated;
  - b. the replacement value of any improvement to In-SHUCK-ch Nation Land in which an interest has been expropriated;



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- c. any expenses or losses resulting from the disturbance directly attributable to the expropriation;
  - d. any reduction in the value of any interest in In-SHUCK-ch Nation Land that is not expropriated which directly relates to the expropriation;
  - e. any adverse effect on any cultural or other special value of In-SHUCK-ch Nation Land in which an interest has been expropriated, to In-SHUCK-ch Nation, provided that:
    - i. the cultural or other special value is only applied to an interest in In-SHUCK-ch Nation Land recognized in law and held by In-SHUCK-ch Nation, and
    - ii. there will be no increase in the total value of compensation on account of any aboriginal rights, title or interest; and
  - f. the value of any special economic advantage arising out of or incidental to the occupation or use of In-SHUCK-ch Nation Land to the extent that the value is not otherwise compensated.
60. Subject to section 61, if the total value of compensation cannot be agreed upon between the Federal Expropriating Authority and In-SHUCK-ch Nation, or where there is disagreement on whether the combination of replacement land and cash is equal to the total value of compensation, the Federal Expropriating Authority, or In-SHUCK-ch Nation may refer the issue of the total value of compensation for dispute resolution under the Dispute Resolution chapter.
61. A dispute on the valuation of replacement land under section 58, or on the total value of compensation under section 60, or on the terms and conditions of the return of land under section 71, will not delay the expropriation.
62. Any claim or encumbrance in respect of the interest expropriated by a Federal Expropriating Authority may only be made or discharged against the amount of compensation payable under section 59.
63. Interest is payable on compensation from the effective date of an expropriation at the prejudgment interest rate payable in accordance with Federal Law.
64. Where a Federal Expropriating Authority expropriates or otherwise acquires a fee simple interest in a parcel of In-SHUCK-ch Nation Land, the land will no longer be In-SHUCK-ch Nation Land.
65. Where a Federal Expropriating Authority expropriates less than a fee simple interest in a parcel of In-SHUCK-ch Nation Land:
- a. the parcel of land retains its status as In-SHUCK-ch Nation Land;
  - b. the parcel of land remains subject to In-SHUCK-ch Nation Law that is otherwise applicable, except to the extent that such law is inconsistent with the use of the parcel of land for which the expropriation took place; and
  - c. In-SHUCK-ch Nation may continue to use and occupy the parcel of land, except to the extent the use or occupation is inconsistent with the expropriation in the view of the Federal Expropriating Authority.
66. Canada and British Columbia will consent to replacement land, transferred by a Federal
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Expropriating Authority to In-SHUCK-ch Nation as part of the compensation under section 57, being added to In-SHUCK-ch Nation Land if:

- a. the replacement land is within the In-SHUCK-ch Nation Area;
  - b. the replacement land does not overlap with an area over which another first nation claims a legal interest or which is subject to treaty negotiations with another first nation, except where the other first nation in those cases consents to the addition;
  - c. the land is outside municipal boundaries or within municipal boundaries if the municipality consents to the addition; and
  - d. the addition will not result in Canada or British Columbia being required to assume financial or other obligations.
67. Where an expropriated interest in a parcel of In-SHUCK-ch Nation Land is no longer required for the purpose for which it was expropriated, the federal department, agency or person for whom the land was expropriated, or its successors or assigns, will ensure that the interest in land is returned to In-SHUCK-ch Nation on the terms and conditions negotiated under section 70.
68. Subject to section 66, where a fee simple interest in a parcel of land is returned to In-SHUCK-ch Nation under section 67, the parcel of land will become In-SHUCK-ch Nation Land on the date of the transfer to In-SHUCK-ch Nation.
69. The consent of the Governor-in-Council is not required to give effect to a reversion under sections 67 and 68, and the federal department, agency or person for whom the land was expropriated will determine the disposition of any improvements made to the land in a manner consistent with the agreement reached under section 70.
70. The terms and conditions of the return of an expropriated interest in In-SHUCK-ch Nation Land, including requirements relating to financial considerations based on market value principles and the condition of the land to be returned, including the process for resolving any disputes around the implementation of these terms and conditions, will be negotiated by In-SHUCK-ch Nation and the Federal Expropriating Authority at the time of the expropriation.
71. Where the terms and conditions of the return of an expropriated interest in In-SHUCK-ch Nation Land cannot be agreed upon by In-SHUCK-ch Nation and the Federal Expropriating Authority at the time of the expropriation, either In-SHUCK-ch Nation or the Federal Expropriating Authority, may refer the issue to be finally determined by arbitration under Stage Three of the Dispute Resolution chapter.
72. Except as otherwise provided in sections 54, 58, 60 and 71, no conflict or dispute between the Parties respecting the interpretation, application or implementation of sections 49 to 75 will go to dispute resolution under the Dispute Resolution chapter.
73. For greater certainty, and subject to section 74, except to the extent that the provisions of this chapter modify the application of Federal Law relating to expropriation to an expropriation of In-SHUCK-ch Nation Land, all federal legislation relating to expropriation applies to an expropriation of In-SHUCK-ch Nation Land under this chapter.
74. Without limiting the generality of section 17 of the General Provisions chapter, in the event of a Conflict between the Final Agreement and the *Expropriation Act (Canada)* or other Federal Law relating to the expropriation, the provisions of the Final Agreement will prevail to the extent of the Conflict.

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75. Nothing in the Final Agreement affects or limits the application of the *Emergencies Act (Canada)*, and the *Emergencies Act (Canada)* will continue to apply in all aspects to In-SHUCK-ch Nation Land.

IN-SHUCK-CH NATION EXPROPRIATION

76. In-SHUCK-ch Nation Government may make laws in respect of expropriation for public purposes and public works by In-SHUCK-ch Nation of interests in In-SHUCK-ch Nation Land other than:
- a. interests granted or continued on the Effective Date unless specifically provided otherwise in the Final Agreement;
  - b. interests expropriated by Canada or British Columbia in accordance with this chapter;
  - c. rights of way held by Canada, British Columbia or a Public Utility on the Effective Date; and
  - d. any other interests upon which the Parties may agree in the Final Agreement,
- provided that In-SHUCK-ch Nation provides fair compensation to the owner of the interest, and the expropriation is for the most limited interest necessary for the public purpose or public work.

SITE REMEDIATION

77. Before the Final Agreement, British Columbia and In-SHUCK-ch Nation Interim Government will negotiate and attempt to reach agreement on provisions for site remediation on provincial Crown land that will become In-SHUCK-ch Nation Land.

INITIAL SURVEYS

78. Before the Effective Date, or as soon as practicable after the Effective Date, the boundaries of In-SHUCK-ch Nation Land will be described or surveyed in accordance with instructions to be issued by the Surveyor General of British Columbia and approved by the Parties.
79. Canada and British Columbia will, as agreed between them, pay the full cost of the initial surveys or descriptions.
80. The Parties may, before or after the Effective Date, amend Appendix B to reflect minor adjustments that may be agreed upon by the Parties as a result of the initial surveys or descriptions.

### **CHAPTER 3 - IN-SHUCK-CH NATION ROLE OFF IN-SHUCK-CH NATION LAND**

#### **GATHERING PLANTS**

1. In-SHUCK-ch Nation will have the right to gather Plants for Domestic Purposes on provincial Crown land in an area to be set out in an appendix to the Final Agreement.
2. The In-SHUCK-ch Nation Right to Gather Plants will be limited by measures necessary for conservation, public health or public safety.
3. The In-SHUCK-ch Nation Right to Gather Plants will be exercised in a manner that does not interfere with uses, authorization of uses or dispositions of provincial Crown land existing as of the Effective Date, or the ability of the provincial Crown to use, authorize uses of or dispose of provincial Crown land.
4. The Final Agreement will include further provisions related to the exercise of the In-SHUCK-ch Nation Right to Gather Plants referred to in section 1, including the circumstances, if any, under which a Gathering Plan will be required.
5. In-SHUCK-ch Nation Citizens will not be required to pay fees to Canada or British Columbia in order to exercise the In-SHUCK-ch Nation Right to Gather Plants.

#### **PROVINCIAL AND PUBLIC PLANNING PROCESSES**

6. When British Columbia establishes a Public Planning Process, in the In-SHUCK-ch Nation Area, British Columbia will notify In-SHUCK-ch Nation.
7. In-SHUCK-ch Nation will have the right to participate in any Public Planning Process in the In-SHUCK-ch Nation Area,, in accordance with procedures established by British Columbia for that Public Planning Process.
8. In participating in any Public Planning Process, In-SHUCK-ch Nation may bring forward any matters it considers relevant.
9. British Columbia may proceed with any Public Planning Process even if In-SHUCK-ch Nation does not participate in that process.
10. In-SHUCK-ch Nation may make proposals to British Columbia to establish a Public Planning Process or to establish protected areas in respect of the area set out in the In-SHUCK-ch Nation Area.
11. Nothing in the Final Agreement will obligate British Columbia to undertake a Public Planning Process or to establish a protected area.
12. British Columbia will provide In-SHUCK-ch Nation with the draft plan resulting from any Public Planning Process and In-SHUCK-ch Nation may provide written recommendations to the Minister, which may be made public by British Columbia.
13. After considering any written recommendations from In-SHUCK-ch Nation and any matters the Minister considers appropriate, the Minister will provide written reasons for any In-SHUCK-ch Nation recommendations that are not accepted.

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LAND USE PLANNING PROCESSES

14. In-SHUCK-ch Nation may enter into agreements with neighbouring jurisdictions to establish mechanisms for the notification and coordination of land use planning processes.
15. If In-SHUCK-ch Nation establishes any land use planning process on In-SHUCK-ch Nation Land that affects provincial Crown land, In-SHUCK-ch Nation will:
  - a. invite British Columbia to participate in the land use planning process and British Columbia will have a right to participate in the same capacity as other participants in that land use planning process; and
  - b. provide to British Columbia the decision resulting from the process.
16. Participation in the land use planning process referred to in sections 14 and 15 will be voluntary and, unless otherwise agreed to, each participant will bear its own costs of participation.

## CHAPTER 4 - LAND TITLE

### FEDERAL TITLE LEGISLATION

1. The Final Agreement will provide that neither federal land title nor land registry legislation will apply to any parcel of In-SHUCK-ch Nation Land, other than laws in respect of the survey and recording of estates or interests that are owned by Canada and are on In-SHUCK-ch Nation Land.

### LAND TITLE SYSTEM (TORRENS)

2. The Final Agreement will provide that the *Land Title Act* will not apply to any parcel of In-SHUCK-ch Nation Land for which:
  - a. no application has been made under the *Land Title Act* in accordance with the Final Agreement for the registration of an indefeasible title;
  - b. an application has been made under the *Land Title Act* in accordance with the Final Agreement for the registration of an indefeasible title and that application has been withdrawn or rejected; or
  - c. the indefeasible title under the *Land Title Act* has been cancelled under that Act in accordance with the Final Agreement.
3. If In-SHUCK-ch Nation applies under the *Land Title Act* in accordance with the Final Agreement for the registration of an indefeasible title to a parcel of In-SHUCK-ch Nation Land, then, effective from the time of application and until:
  - a. the application has been withdrawn or rejected; or
  - b. the indefeasible title for that parcel is cancelled,the *Land Title Act*, but not any In-SHUCK-ch Nation Law in respect of land title or land registration made in accordance with the Final Agreement, will apply to the parcel, subject to section 4.
4. Notwithstanding the application of the *Land Title Act* to a parcel of In-SHUCK-ch Nation Land as set out in section 3, an In-SHUCK-ch Law in respect of land title or land registration that relates only to *in personam* rights of a person deprived of an estate, interest, condition, proviso, restriction, exception, reservation, or certificate of possession as a result of the application of the *Land Title Act* in accordance with the Final Agreement will apply to the parcel, to the extent that the law does not Conflict with section 11.

### APPLICATION FOR INDEFEASIBLE TITLE

5. The Final Agreement will provide that In-SHUCK-ch Nation, but no other person, may apply under the *Land Title Act* for the registration of an indefeasible title to a parcel of In-SHUCK-ch Nation Land for which no indefeasible title is registered at the time of application, and such application may be made in the name of In-SHUCK-ch Nation or on behalf of another person.

### LAND TITLE FEES

6. If, after the Effective Date, In-SHUCK-ch Nation applies for the registration of an indefeasible

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title to a parcel of In-SHUCK-ch Nation Land for which no indefeasible title has been registered, and the proposed registered owner in fee simple is In-SHUCK-ch Nation, no land title fees are payable in respect of the application by which the proposed owner becomes the registered owner.

IN-SHUCK-CH NATION CERTIFICATE

7. In-SHUCK-ch Nation, when applying for the registration of an indefeasible title to a parcel of In-SHUCK-ch Nation Land under section 5, will provide to the Registrar:
  - a. a description of the boundaries of the parcel;
  - b. a certificate of In-SHUCK-ch Nation certifying that, on the date of the In-SHUCK-ch Nation Certificate, the person named as the owner in fee simple in the In-SHUCK-ch Nation Certificate is the owner of the estate in fee simple of the parcel, and certifying that the In-SHUCK-ch Nation Certificate sets out all:
    - i. subsisting conditions, provisos, restrictions, exceptions, and reservations contained in the original or any other conveyance or disposition from In-SHUCK-ch Nation that are in favour of In-SHUCK-ch Nation, or that are in favour of another person,
    - ii. estates or interests, and
    - iii. charges in respect of a debt owed to In-SHUCK-ch Nation to which the estate in fee simple of the parcel is subject; and
  - c. registrable copies of all documents necessary to register all of the items referred to in section 7.b.
8. An In-SHUCK-ch Nation Certificate will expire if:
  - a. within seven days of the date of the In-SHUCK-ch Nation Certificate, In-SHUCK-ch Nation has not applied for registration of an indefeasible title to the parcel referred to in the In-SHUCK-ch Nation Certificate; or
  - b. an application under section 8.a has been made but that application has been withdrawn or rejected.

REGISTRATION OF INDEFEASIBLE TITLE

9. If In-SHUCK-ch Nation makes an application for the registration of indefeasible title to a parcel of In-SHUCK-ch Nation Land under section 5, the Registrar, on being satisfied that:
  - a. a good safe holding and marketable title in fee simple for the parcel has been established by In-SHUCK-ch Nation;
  - b. the boundaries of the parcel are sufficiently defined by the description provided by In-SHUCK-ch Nation;
  - c. all of the estates, interests, and other charges set out in the In-SHUCK-ch Nation Certificate are registrable as charges under the *Land Title Act*; and
  - d. the In-SHUCK-ch Nation Certificate has not expired under section 8,will:

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- e. register the indefeasible title to the parcel;
  - f. make a note on the indefeasible title that the parcel is In-SHUCK-ch Nation Land and may be subject to conditions, provisos, restrictions, exceptions, and reservations in favour of the In-SHUCK-ch Nation;
  - g. register as charges the estates and interests set out in section 7.b.ii and the other charges set out in section 7.b.iii; and
  - h. provide a copy of the indefeasible title to In-SHUCK-ch Nation Government.
10. The Registrar is entitled to rely on, and is not required to make any inquiries in respect of, the matters certified in the In-SHUCK-ch Nation Certificate.

DEPRIVATION OF ESTATE

11. A person deprived of an estate, interest, condition, proviso, restriction, exception, or reservation, or a certificate of possession referred to in the Lands Chapter of the Final Agreement, in or to a parcel of In-SHUCK-ch Nation Land as a result of the reliance by the Registrar on an In-SHUCK-ch Nation Certificate, and the issuance by the Registrar of an indefeasible title based on the In-SHUCK-ch Nation Certificate, will have no recourse, at law or in equity, including no action for possession or recovery of land, against the Registrar, the Assurance Fund or British Columbia or any person named in the In-SHUCK-ch Nation Certificate and the indefeasible title issued by the Registrar in reliance on the In-SHUCK-ch Nation Certificate as the owner of the estate in fee simple or as the owner of an estate, interest, condition, proviso, restriction, exception, or reservation, subject to the right of a person to show:
- a. fraud, including forgery, in which the owner of the estate in fee simple or the owner of the estate, interest, condition, proviso, restriction, exception, or reservation as set out in the In-SHUCK-ch Nation Certificate and the indefeasible title issued by the Registrar in reliance on the In-SHUCK-ch Nation Certificate has participated in any degree; or
  - b. that the owner of the estate in fee simple or the owner of the estate, interest, condition, proviso, restriction, exception, or reservation as set out in the In-SHUCK-ch Nation Certificate and the indefeasible title issued by the Registrar in reliance on the In-SHUCK-ch Nation Certificate has derived their right or title otherwise than in good faith and for value.
12. After the Effective Date, no title adverse to, or in derogation of, the title of the registered owner of a parcel of In-SHUCK-ch Nation Land under the *Land Title Act* will be acquired by length of possession and, for greater certainty, section 23(4) of the *Land Title Act* will not apply in respect of In-SHUCK-ch Nation Land.

CANCELLATION OF INDEFEASIBLE TITLE

13. In-SHUCK-ch Nation, and no other person, may apply under the *Land Title Act* in accordance with the Final Agreement for cancellation of the registration of an indefeasible title to a parcel of In-SHUCK-ch Nation Land.
14. In-SHUCK-ch Nation, when applying under the *Land Title Act* in accordance with the Final Agreement for the cancellation of the registration of an indefeasible title to a parcel of In-SHUCK-ch Nation Land, will provide to the Registrar an application for cancellation of registration and will deliver to the Registrar any duplicate indefeasible title that may have been



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issued in respect of that parcel.

15. Upon receiving an application from In-SHUCK-ch Nation for cancellation of the registration of an indefeasible title to a parcel of In-SHUCK-ch Nation Land in accordance with sections 13 and 14, and if:
- a. the registered owner of the estate in fee simple to the parcel is In-SHUCK-ch Nation, an In-SHUCK-ch Nation Corporation or In-SHUCK-ch Nation Public Institution and consents; and
  - b. the indefeasible title to the parcel is free and clear of all charges, except those in favour of In-SHUCK-ch Nation,

the Registrar will cancel the registration of the indefeasible title.

APPLICATION OF LAND TITLE SYSTEM (TORRENS)

16. When the *Land Title Act* applies to a parcel of In-SHUCK-ch Nation Land:
- a. the jurisdiction of In-SHUCK-ch Nation is not diminished, except to the extent set out in the Final Agreement;
  - b. with respect to the *Land Title Act*, the powers, rights, privileges, capacities, duties, and obligations, set out in or pursuant to the Final Agreement, of:
    - i. In-SHUCK-ch Nation under the *Land Title Act* will be analogous to those of the Crown, a municipality, or regional district, as the case may be, under that Act, and
    - ii. In-SHUCK-ch Nation Government under the *Land Title Act* will be analogous to those of the provincial government or a municipal council, regional district board, or improvement district trustee, as the case may be, under that Act, and
  - c. the status and treatment of In-SHUCK-ch Nation Land under the *Land Title Act* will be analogous to that of municipal lands or rural areas, as the case may be, under that Act.

## **CHAPTER 5 - ACCESS, ROADS AND CORRIDORS**

### **PUBLIC ACCESS ON IN-SHUCK-CH NATION LAND**

1. In-SHUCK-ch Nation will allow reasonable public access on In-SHUCK-ch Nation Land for temporary recreational and non-commercial purposes, including reasonable opportunities for the public to hunt and fish on In-SHUCK-ch Nation Land, provided that this access does not interfere with uses authorized by In-SHUCK-ch Nation or the ability of In-SHUCK-ch Nation to authorize uses or dispose of In-SHUCK-ch Nation Land.
2. Reasonable public access does not include the harvesting or extraction of resources owned by In-SHUCK-ch Nation, or causing damage to In-SHUCK-ch Nation Land or resources owned by In-SHUCK-ch Nation.
3. Subject to sections 1 and 17, In-SHUCK-ch Nation may designate portions of In-SHUCK-ch Nation Land as In-SHUCK-ch Nation Private Land.
4. In-SHUCK-ch Nation liability for public access to In-SHUCK-ch Nation Land, other than In-SHUCK-ch Nation Private Land, will be comparable to the liability of the Crown for public access to unoccupied Crown land.

### **AUTHORITY TO MAKE LAWS**

5. Subject to sections 1 and 17, In-SHUCK-ch Nation Government may make laws regulating public access on In-SHUCK-ch Nation Land for the:
  - a. prevention of harvesting or extracting of resources owned by In-SHUCK-ch Nation; and
  - b. protection of an In-SHUCK-ch Nation heritage site.
6. An In-SHUCK-ch Nation Law made under section 5 prevails to the extent of a Conflict with a Federal or Provincial Law.
7. Subject to sections 1 and 17, In-SHUCK-ch Nation Government may make laws regulating public access on In-SHUCK-ch Nation Land for:
  - a. purposes of public safety;
  - b. the prevention of nuisance or damage, including forest fire prevention;
  - c. the protection of sensitive habitat; and
  - d. other matters as agreed to by the Parties before the Final Agreement.
8. A Federal or Provincial Law prevails to the extent of a Conflict with an In-SHUCK-ch Nation Law made under section 7.

### **NAVIGABLE WATERS**

9. Nothing in the Final Agreement will affect the public right of navigation.

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CROWN ACCESS TO IN-SHUCK-CH NATION LAND

10. Employees, agents, contractors, sub-contractors and other representatives of the Crown, Public Utilities, Canadian armed forces personnel and peace officers will have access, at no cost, to In-SHUCK-ch Nation Land in order to enforce laws, respond to emergencies, deliver programs and services and for other specified purposes as set out in the Final Agreement. The Final Agreement will not put conditions on the access of peace officers, federal investigators and federal and provincial law enforcement officers carrying out duties under Federal and Provincial Law.
11. The Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security on In-SHUCK-ch Nation Land, without payment of any fees or other charges to In-SHUCK-ch Nation except as provided for under Federal Law.
12. Subject to section 10, the Final Agreement will set out notice provisions regarding access under sections 10 and 11 to In-SHUCK-ch Nation Land.

ACCESS TO TENURES ON AND ADJACENT TO IN-SHUCK-CH NATION LAND

13. In-SHUCK-ch Nation will allow reasonable access to In-SHUCK-ch Nation Land in order that any holder of a Tenure on In-SHUCK-ch Nation Land can continue to access the Tenure, consistent with terms and conditions contained in the instrument under which the Tenure was granted, affected, renewed or replaced.
14. If no other reasonable access exists across Crown land, In-SHUCK-ch Nation will allow reasonable access across In-SHUCK-ch Nation Land to any Tenure located on or beneath lands adjacent or in close proximity to In-SHUCK-ch Nation Land consistent with the terms and conditions of that Tenure.
15. In-SHUCK-ch Nation will allow reasonable access under sections 13 and 14 at no cost, charge, fee or levy, except if required under the instrument under which the Tenure was granted, affected, renewed or replaced.
16. Any holder of Tenure who exercises access on In-SHUCK-ch Nation Land is subject to In-SHUCK-ch Nation Law.
17. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on provisions with respect to access to legal interests created after the Effective Date within, contiguous or in close proximity to In-SHUCK-ch Nation Land where no other reasonable access exists across Crown land.

IN-SHUCK-CH NATION ACCESS ON CROWN LAND

18. Agents, employees, and contractors of In-SHUCK-ch Nation Government, may, in accordance with Federal and Provincial Law, enter, cross, and stay temporarily on Crown land to:
  - a. deliver and manage government programs and services;
  - b. carry out inspections;
  - c. enforce laws;
  - d. carry out the terms of the Final Agreement; or

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- e. respond to emergencies,  
  
without payment of any charge, fee or levy, except as required by Federal or Provincial Law.
- 19. Persons who enter, cross and stay temporarily on Crown land under section 18 are subject to Federal and Provincial Law.
- 20. Persons who enter, cross and stay temporarily on Crown land under section 18 will provide, if practicable, British Columbia or Canada with reasonable notice before accessing Crown land.
- 21. In-SHUCK-ch Nation Citizens will have reasonable access to Provincial Crown lands to allow for the exercise of In-SHUCK-ch Nation rights set out in the Final Agreement, including use of resources for purposes incidental to the normal exercise of those rights, and that access and incidental use of resources is subject to Federal and Provincial Law and will not interfere with authorized uses or the ability of the Provincial Crown to authorize uses or dispose of Provincial Crown land.
- 22. There is an outstanding issue among the Parties in respect of the access referred to in section 21 as it relates to land, if any, that is owned or acquired by Canada. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the outstanding issue.

CROWN CORRIDORS

- 23. Crown Corridors, as set out in Appendix E, will not be part of In-SHUCK-ch Nation Land and will be owned by British Columbia. The widths of Crown Corridors are set out in Appendix E.
- 24. British Columbia will Consult with In-SHUCK-ch Nation regarding new uses or major road construction within Crown Corridors.

ENTRY ON IN-SHUCK-CH NATION LAND OUTSIDE CROWN CORRIDORS

- 25. In addition to the provisions of this chapter, British Columbia or any Public Utility, their employees, agents, contractors, or representatives may enter on In-SHUCK-ch Nation Land outside Crown Corridors for the purpose of undertaking works, including:
    - a. constructing drainage works;
    - b. maintaining slope stability; or
    - c. removing dangerous trees or other hazards,as required for the protection, care, maintenance, or construction of road or Public Utility works.
  - 26. Before commencing any work referred to in section 25, British Columbia will deliver a written work plan describing the effect and extent of the proposed work on In-SHUCK-ch Nation Land to In-SHUCK-ch Nation for approval which will not be unreasonably withheld.
  - 27. If British Columbia and In-SHUCK-ch Nation do not agree on a work plan submitted by British Columbia within 30 days of receipt by In-SHUCK-ch Nation, either Party may refer the disagreement to be finally determined by arbitration under Stage Three of the Dispute Resolution chapter without having to proceed through Stages One and Two.
  - 28. In undertaking works referred to in section 25, British Columbia will minimize the damage to, and time spent on, In-SHUCK-ch Nation Land.
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29. British Columbia will pay compensation for any interference with, or damage to, In-SHUCK-ch Nation Land resulting from works by, or on behalf of, British Columbia, referred to in section 25. British Columbia or In-SHUCK-ch Nation may refer a disagreement in respect of compensation to be finally determined under Stage Three of the Dispute Resolution chapter.
30. Notwithstanding any other provision of the Final Agreement, British Columbia may undertake works and take steps on In-SHUCK-ch Nation Land that are urgently required in order to protect works constructed on Crown Corridors, or to protect persons or vehicles using Crown Corridors.
31. British Columbia will, as soon as practicable, notify In-SHUCK-ch Nation in writing that it has undertaken works on In-SHUCK-ch Nation Land under section 30.

CONSULTATION REGARDING TRAFFIC REGULATION

32. Upon request of In-SHUCK-ch Nation, British Columbia will Consult with In-SHUCK-ch Nation with respect to existing regulation of traffic and transportation on a Crown Corridor that is adjacent to a settled area on In-SHUCK-ch Nation Land.

ACCESS AND SAFETY REGULATIONS

33. British Columbia will retain the authority to regulate all matters relating to:
  - a. the location and design of intersecting roads giving access to Crown Corridors from In-SHUCK-ch Nation Land, including:
    - i. regulating or requiring signs, signals, or other traffic control devices on Crown Corridors,
    - ii. regulating or requiring merging lanes, on ramps and off ramps, or
    - iii. requiring contributions to the cost of the matters referred to in sections 33.a.i and 33.a.ii; and
  - b. the height and location of structures on In-SHUCK-ch Nation Land immediately adjacent to Crown Corridors, only to the extent reasonably required to protect the safety of the users of Crown Corridors.
34. Subject to provincial requirements, including those set out in section 33, British Columbia will not unreasonably deny In-SHUCK-ch Nation access to a Provincial Road from In-SHUCK-ch Nation Land.
35. Subject to the provisions of the Final Agreement, British Columbia will not zone or otherwise regulate land use on In-SHUCK-ch Nation Land adjacent to Crown Corridors.
36. In-SHUCK-ch Nation will Consult with British Columbia on land use decisions relating to the development of In-SHUCK-ch Nation Land adjacent to Crown Corridors.

ROADS

37. Provincial Roads will not be part of In-SHUCK-ch Nation Land and are owned by British Columbia.
  38. Roads on In-SHUCK-ch Nation Land will be In-SHUCK-ch Nation Roads.
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39. In-SHUCK-ch Nation will allow public use of In-SHUCK-ch Nation Roads in accordance with the Final Agreement.
40. In-SHUCK-ch Nation will be responsible for maintenance and repair of In-SHUCK-ch Nation Roads.

GRAVEL

41. The Final Agreement will include provisions for the establishment of reciprocal gravel material management plans between British Columbia and In-SHUCK-ch Nation.

## **CHAPTER 6 - FOREST RESOURCES**

### **FOREST RESOURCES ON IN-SHUCK-CH NATION LAND**

1. On the Effective Date, In-SHUCK-ch Nation will own all Forest Resources and Range Resources on In-SHUCK-ch Nation Land.
2. In-SHUCK-ch Nation Land will be treated as Private Land for the purposes of Provincial Law in respect of Forest Resources and Range Resources and Forest Practices and Range Practices.
3. In-SHUCK-ch Nation, as owner, will have exclusive authority to determine, collect and administer any fees, rents or royalties relating to Forest Resources and Range Resources on In-SHUCK-ch Nation Land.

### **AUTHORITY TO MAKE LAWS**

4. In-SHUCK-ch Nation Government may make laws in respect of Forest Resources and Range Resources and Forest Practices and Range Practices on In-SHUCK-ch Nation Land.
5. A Federal or Provincial Law prevails to the extent of a Conflict with an In-SHUCK-ch Nation Law made under section 4.

### **TIMBER MARKING AND SCALING**

6. Nothing in the Final Agreement will confer authority on the In-SHUCK-ch Nation Government to make laws applicable to Timber marking and scaling and, for greater certainty, Provincial Law in respect of Timber marking and scaling applies to Timber harvested on and transported off In-SHUCK-ch Nation Land.

### **MANUFACTURE AND EXPORT OF TIMBER**

7. Timber harvested from In-SHUCK-ch Nation Land may be manufactured and exported in accordance with Provincial Law as if the Timber had been harvested from private lands granted by the Crown before March 12, 1906.
8. Logs from In-SHUCK-ch Nation Land may be proposed for export pursuant to Federal Law and policy as if the logs had been harvested from an Indian Reserve in British Columbia.

### **FOREST AND RANGE HEALTH**

9. In-SHUCK-ch Nation will be responsible for, and will take reasonable measures to, control Forest Health Problems on In-SHUCK-ch Nation Land.
10. If Canada or British Columbia becomes aware of an existing or potential Forest Health Problem on Crown Land that threatens Forest Resources or Range Resources on In-SHUCK-ch Nation Land, Canada or British Columbia, as the case may be, will notify the In-SHUCK-ch Nation of the Forest Health Problem and Canada or British Columbia, as the case may be, and the In-SHUCK-ch Nation will use reasonable efforts to reach an agreement on an appropriate co-operative response to minimize its impact on In-SHUCK-ch Nation Land.
11. If In-SHUCK-ch Nation becomes aware of an existing or potential Forest Health Problem on

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In-SHUCK-ch Nation Land that threatens Forest Resources or Range Resources on Crown land, the In-SHUCK-ch Nation will notify Canada or British Columbia, as the case may be, of the Forest Health Problem and Canada or British Columbia, as the case may be, and the In-SHUCK-ch Nation will use reasonable efforts to reach an agreement on an appropriate co-operative response to minimize its impact on Crown Land.

12. Nothing in sections 9 to 11 will be construed so as to limit the application of Federal and Provincial Law in relation to the health of Forest Resources or Range Resources on In-SHUCK-ch Nation Land.

FOREST FIRE MANAGEMENT

13. The Final Agreement will set out arrangements between British Columbia and In-SHUCK-ch Nation for forest fire protection and suppression on In-SHUCK-ch Nation Land.

TRANSITION PROVISIONS ON IN-SHUCK-CH NATION LAND

14. The Final Agreement will set out measures for the transition to In-SHUCK-ch Nation authority and management of Forest Resources on In-SHUCK-ch Nation Land, including silviculture obligations and road de-activation.
15. Nothing in the Final Agreement will prevent In-SHUCK-ch Nation from pursuing additional forestry tenures outside the Final Agreement under Provincial Law.



## CHAPTER 7 - FISHERIES

### GENERAL

1. In-SHUCK-ch Nation will have a right to harvest, in accordance with the Final Agreement, Fish and Aquatic Plants for Domestic Purposes in the In-SHUCK-ch Nation Fishing Area.
2. The In-SHUCK-ch Nation Right to Harvest Fish will be limited by measures necessary for conservation, public health or public safety.
3. The In-SHUCK-ch Nation Right to Harvest Fish is a communal right and will be held by In-SHUCK-ch Nation and In-SHUCK-ch Nation may not dispose of it.
4. The harvest of Fish and Aquatic Plants under the In-SHUCK-ch Nation Right to Harvest Fish will be carried out in accordance with the provisions of the In-SHUCK-ch Nation Harvest Document.
5. The Minister will retain authority for managing and conserving Fish, Aquatic Plants, and Fish habitat.
6. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Fish and Aquatic Plants.
7. In-SHUCK-ch Nation has the right to Trade and Barter Fish and Aquatic Plants harvested under the In-SHUCK-ch Nation Right to Harvest Fish among In-SHUCK-ch Nation Citizens and with other aboriginal people of Canada who reside in British Columbia.
8. Except as otherwise provided under In-SHUCK-ch Nation Law, In-SHUCK-ch Nation Citizens may exercise the right to Trade and Barter Fish and Aquatic Plants harvested under the In-SHUCK-ch Nation Right to Harvest Fish.
9. Fish and Aquatic Plants harvested under the In-SHUCK-ch Nation Right to Harvest Fish may not be sold.
10. The In-SHUCK-ch Nation Right to Harvest Fish will be exercised within the In-SHUCK-ch Nation Fishing Area unless otherwise provided for in an In-SHUCK-ch Nation Harvest Document.
11. The Final Agreement will not preclude:
  - a. In-SHUCK-ch Nation Citizens from harvesting Fish and Aquatic Plants under a licence, permit, or other document issued under Federal or Provincial Law;
  - b. In-SHUCK-ch Nation from concluding agreements, that are in accordance with Federal and Provincial Law, with other aboriginal groups relating to harvesting Fish and Aquatic Plants; or
  - c. In-SHUCK-ch Nation Citizens from being designated by another aboriginal group to harvest Fish or Aquatic Plants under federal or provincial arrangements with that aboriginal group.
12. In-SHUCK-ch Nation will provide to the Minister, on request, catch data and other

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information related to Fish and Aquatic Plants harvested under the In-SHUCK-ch Nation Right to Harvest Fish.

13. In this chapter, a reference to harvest includes an attempt to harvest.

AUTHORITY TO MAKE LAWS

14. In-SHUCK-ch Nation Government may make laws consistent with the Final Agreement on the following matters:
- a. the distribution among In-SHUCK-ch Nation Citizens of the Fish and Aquatic Plants harvested under the In-SHUCK-ch Nation Right to Harvest Fish;
  - b. the designation of individuals who may harvest Fish and Aquatic Plants under the In-SHUCK-ch Nation Right to Harvest Fish; and
  - c. other Fish and Aquatic Plant matters as set out in the Final Agreement.
15. An In-SHUCK-ch Nation Law made under section 14 prevails to the extent of a Conflict with a Federal or Provincial Law.
16. In-SHUCK-ch Nation Government may make laws consistent with the Final Agreement on the following matters;
- a. the documentation of those individuals who are designated to harvest Fish and Aquatic Plants under the In-SHUCK-ch Nation Right to Harvest Fish;
  - b. the Trade and Barter of Fish and Aquatic Plants harvested by In-SHUCK-ch Nation Citizens under the In-SHUCK-ch Nation Right to Harvest Fish; and
  - c. other Fish and Aquatic Plant matters as set out in the Final Agreement.
17. A Federal or Provincial Law prevails to the extent of a Conflict with an In-SHUCK-ch Nation Law made under section 16.

DESIGNATIONS AND DOCUMENTATION

18. The In-SHUCK-ch Nation Right to Harvest Fish may be exercised by those individuals who are designated by In-SHUCK-ch Nation to harvest Fish and Aquatic Plants.
19. Where an In-SHUCK-ch Nation Harvest Share has been established for a species of Fish or Aquatic Plants under the Final Agreement, In-SHUCK-ch Nation may designate In-SHUCK-ch Nation Citizens and other individuals to harvest the species under the In-SHUCK-ch Nation Right to Harvest Fish.
20. Where an In-SHUCK-ch Nation Harvest Share has not been established for a species of Fish or Aquatic Plants under the Final Agreement, In-SHUCK-ch Nation may designate In-SHUCK-ch Nation Citizens to harvest the species under the In-SHUCK-ch Nation Right to Harvest Fish.
21. Where In-SHUCK-ch Nation designates an individual to harvest Fish or Aquatic Plants under the In-SHUCK-ch Nation Right to Harvest Fish, In-SHUCK-ch Nation will issue written documentation to the individual to evidence the designation.
22. Where an individual is designated by In-SHUCK-ch Nation to harvest Fish and Aquatic Plants
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under the In-SHUCK-ch Nation Right to Harvest Fish, the individual will not be required to have a federal or provincial licence to harvest Fish and Aquatic Plants under the In-SHUCK-ch Nation Right to Harvest Fish.

23. The documentation issued by In-SHUCK-ch Nation to an individual or a vessel to evidence a designation:
- a. will be in the English language, which version will be authoritative and, at the discretion of In-SHUCK-ch Nation, in the Ucwalmicw language;
  - b. will, in the case of an individual, include the name and address of the individual;
  - c. may, in the case of an individual, set out provisions with respect to the methods, timing and location of harvesting and with respect to the amounts the individual may harvest if those provisions are consistent with the In-SHUCK-ch Harvest Document and Federal and Provincial Law; and
  - d. will meet any requirements set out in the In-SHUCK-ch Nation Harvest Document and the Fisheries Operational Guidelines.

IN-SHUCK-CH NATION HARVEST SHARE

24. Before the Final Agreement, the Parties will negotiate an In-SHUCK-ch Nation Harvest Share for sockeye, chinook and coho salmon and other species as the Parties may agree.
25. In any year where the Minister determines that the quantity of a stock or a species of Fish or Aquatic Plant available for harvest is not sufficient to meet all quantities anticipated for allocations made from that stock or species to In-SHUCK-ch Nation and other aboriginal groups for Domestic Purposes, the Minister may reduce any one or more of those allocations for that year.

ADJUSTMENTS

26. The Final Agreement will describe when and how subsequent annual adjustments in respect of overages and underages are made to an In-SHUCK-ch Nation Harvest Share to account for Salmon harvests that exceed or fail to meet the In-SHUCK-ch Nation Harvest Share in any year. This approach will be described in the In-SHUCK-ch Nation Fisheries Operational Guidelines. Any adjustment will take into account the actions of the Minister and In-SHUCK-ch Nation with respect to the fishery and other factors. The Minister and In-SHUCK-ch Nation will endeavour to minimize any overages or underages in each year and to minimize the accumulation of overages and underages in successive years.
27. Adjustments will not apply to failures to harvest In-SHUCK-ch Nation Harvest Share of Salmon as a result of insufficient harvesting effort in the In-SHUCK-ch Nation fishery, environmental factors, Fish behaviour or other reasons beyond the Minister's control.

SPECIES WHERE THERE IS NO IN-SHUCK-CH NATION HARVEST SHARE

28. A species of Fish or Aquatic Plants for which there is no In-SHUCK-ch Nation Harvest Share established under the Final Agreement may be harvested under the In-SHUCK-ch Nation Right to Harvest Fish in accordance with an In-SHUCK-ch Nation Harvest Document.
29. Where an In-SHUCK-ch Nation Harvest Share of a species of Fish or Aquatic Plant is not established under the Final Agreement and, the Minister or In-SHUCK-ch Nation may propose that an In-SHUCK-ch Nation Harvest Share be established for In-SHUCK-ch Nation for that

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species.

30. Where a Party proposes the establishment of an In-SHUCK-ch Nation Harvest Share for a species of Fish or Aquatic Plant, the Parties will negotiate and attempt to reach agreement on the In-SHUCK-ch Nation Harvest Share.
31. Where the Minister and the In-SHUCK-ch Nation attempt to reach agreement on an In-SHUCK-ch Nation Harvest Share of a species of Fish or Aquatic Plant, the Minister and In-SHUCK-ch Nation will:
- a. conduct any studies that the Minister agrees are necessary; and
  - b. take into account:
    - i. current and past In-SHUCK-ch Nation harvest for Domestic Purposes, including the years the Parties agree are relevant;
    - ii. changes in the In-SHUCK-ch Nation harvesting effort;
    - iii. other In-SHUCK-ch Nation Harvest Shares for Domestic Purposes, and
    - iv. conservation;
    - v. information from catch monitoring and other studies conducted by Canada, British Columbia or In-SHUCK-ch Nation;
    - vi. at the discretion of the Minister, any recommendations from the Joint Fisheries Committee;
    - vii. shares for other aboriginal groups for Domestic Purposes; and
    - viii. other relevant matters.
32. Where the Parties do not agree on an In-SHUCK-ch Nation Harvest Share of a stock or a species of Fish or Aquatic Plants, the Minister will consider and take into account the advice received from the Parties and will determine the In-SHUCK-ch Nation Harvest Share.
33. The Final Agreement will provide for a mechanism to document the In-SHUCK-ch Nation Harvest Share as provided for in this chapter.

#### ECONOMIC OPPORTUNITIES

34. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on economic fishing opportunities for In-SHUCK-ch Nation.

#### HARVEST OF SURPLUS SALMON

35. In any year the Minister may determine whether there is a surplus of a species of Salmon that return to spawn in the In-SHUCK-ch Nation Fishing Area, the size of the surplus, and access to the surplus.
36. The Joint Fisheries Committee may:
- a. recommend to the Minister procedures for the identification of a surplus and terms and conditions for the harvest of the surplus; and

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- b. provide recommendations to the Minister on the size and disposition of the surplus.
- 37. The Minister may authorize In-SHUCK-ch Nation to harvest some or all of the surplus Salmon that return to spawn in the In-SHUCK-ch Nation Fishing Area, on reaching agreement with In-SHUCK-ch Nation in respect of:
  - a. the terms and conditions of the harvest; and
  - b. whether all or part of the harvest will be included in the determination of underages.

JOINT FISHERIES COMMITTEE

- 38. In respect of fisheries matters managed from time to time by Canada, Canada and In-SHUCK-ch Nation will establish a Joint Fisheries Committee to facilitate cooperative planning of:
  - a. the exercise of the In-SHUCK-ch Nation Right to Harvest Fish;
  - b. activities of In-SHUCK-ch Nation related to Enhancement Initiatives, Stewardship Activities and stock assessment activities;
  - c. activities of In-SHUCK-ch Nation related to fisheries monitoring and enforcement activities;
  - d. activities of In-SHUCK-ch Nation related to environmental protection of Fish and Fish habitat; and
  - e. other matters by agreement of Canada and In-SHUCK-ch Nation.
- 39. Canada and In-SHUCK-ch Nation will each appoint one member to the Joint Fisheries Committee.
- 40. The Final Agreement may include provisions concerning the relationship between In-SHUCK-ch Nation and British Columbia with respect to fisheries matters managed from time to time by British Columbia.
- 41. The Joint Fisheries Committee will seek to operate on a consensus basis. Where all members on the Joint Fisheries Committee do not agree on a Joint Fisheries Committee recommendation contemplated in this Chapter, each member of the Joint Fisheries Committee may submit written recommendations to the Minister.
- 42. Canada and In-SHUCK-ch Nation will provide each other with such publicly available information as may be reasonably necessary to enable the Joint Fisheries Committee to carry out its functions.
- 43. Prior to and during the development of an In-SHUCK-ch Nation Annual Fishing Plan, the Joint Fisheries Committee may discuss:
  - a. relevant fisheries-related data;
  - b. conservation, public health or public safety considerations that could affect harvesting under the In-SHUCK-ch Nation Right to Harvest Fish;
  - c. other fisheries that could significantly affect harvesting under the In-SHUCK-ch Nation Right to Harvest Fish;

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- d. how harvesting under the In-SHUCK-ch Nation Right to Harvest Fish will be co-ordinated with other fisheries;
  - e. measures for the monitoring and enforcement of harvesting under the In-SHUCK-ch Nation Right to Harvest Fish;
  - f. how planning activities of the Joint Fisheries Committee will be coordinated with planning activities of other advisory processes; and
  - g. any other matters as Canada and In-SHUCK-ch Nation may agree.
44. On receipt of an In-SHUCK-ch Nation Annual Fishing Plan, the Joint Fisheries Committee will, in a timely fashion:
- a. review the In-SHUCK-ch Nation Annual Fishing Plan and make recommendations to the Minister and In-SHUCK-ch Nation with respect to provisions that the Minister should put in an In-SHUCK-ch Nation Harvest Document; and
  - b. discuss how harvesting under the In-SHUCK-ch Nation Right to Harvest Fish will be coordinated with other fisheries.
45. The Joint Fisheries Committee may provide recommendations to Canada and In-SHUCK-ch Nation regarding in-season amendments to an In-SHUCK-ch Nation Harvest Document.
46. The Joint Fisheries Committee will conduct a post-season review of the harvesting under the In-SHUCK-ch Nation Right to Fish and other matters as Canada and In-SHUCK-ch Nation may agree, and may make recommendations to Canada and In-SHUCK-ch Nation.
47. The Joint Fisheries Committee will, from time to time as appropriate, discuss and make recommendations to Canada and In-SHUCK-ch Nation concerning:
- a. the management of fisheries in the In-SHUCK-ch Nation Fishing Area;
  - b. management objectives and biological considerations for Fish and Aquatic Plant harvesting under the In-SHUCK-ch Nation Right to Fish;
  - c. the protection of Fish, Fish habitat and Aquatic Plants in the In-SHUCK-ch Nation Fishing Area; and
  - d. other matters that could significantly affect harvesting under the In-SHUCK-ch Nation Right to Fish.
48. The Joint Fisheries Committee may recommend an In-SHUCK-ch Nation Harvest Share to the Minister for a species of Fish or Aquatic Plant for which an In-SHUCK-ch Nation Harvest Share has not yet been established.
49. To facilitate cooperative fisheries resource planning of In-SHUCK-ch Nation activities related to stock assessment, Enhancement Initiatives or Fish habitat, the Joint Fisheries Committee will:
- a. discuss relevant information;
  - b. review In-SHUCK-ch Nation proposals for In-SHUCK-ch Nation activities related to stock assessment, Enhancement Initiatives or Fish habitat and may provide

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recommendations to In-SHUCK-ch Nation on the proposals; and

- c. carry out such other functions as Canada and In-SHUCK-ch Nation may agree.

#### REGIONAL MANAGEMENT ADVISORY PROCESS

- 50. On the request of Canada or In-SHUCK-ch Nation, the Joint Fisheries Committee will discuss what functions of the Joint Fisheries Committee may be carried out at a regional management advisory process for aboriginal fisheries and the mechanisms for the participation of the Parties in that process.
  - 51. Where a regional management advisory process for aboriginal fisheries has functions similar to those of the Joint Fisheries Committee, Canada or In-SHUCK-ch Nation may request that, for this efficient coordination of fisheries, a function of the Joint Fisheries Committee be carried out by that process.
  - 52. Canada or In-SHUCK-ch Nation will not unreasonably withhold consent to a request made under section 51.
  - 53. Where Canada or In-SHUCK-ch Nation agree that a function of the Joint Fisheries Committee will be carried out by a regional management advisory process for aboriginal fisheries:
    - a. the Parties will update the In-SHUCK-ch Nation Fisheries Operational Guidelines to reflect this agreement; and
    - b. a reference in the Final Agreement to the Joint Fisheries Committee will be read as a reference to that process for that function.
  - 54. Where a regional management advisory process for aboriginal fisheries carries out a function of the Joint Fisheries Committee and, in carrying out the function, makes a recommendation to the Minister, Canada or In-SHUCK-ch Nation may submit its own written recommendations to the Minister if it does not agree with the recommendation of the process.
  - 55. Canada or In-SHUCK-ch Nation will, from time to time, discuss the effectiveness of the Joint Fisheries Committee and any regional management advisory process for aboriginal fisheries that carries out a function of the Joint Fisheries Committee.
  - 56. Where a regional management advisory process for aboriginal fisheries carries out a function of the Joint Fisheries Committee, Canada or In-SHUCK-ch Nation may request that the function be carried out by the Joint Fisheries Committee.
  - 57. Canada or In-SHUCK-ch Nation may not unreasonably withhold consent to a request made under section 56.
  - 58. Where Canada or In-SHUCK-ch Nation agree that a function carried out by a regional management advisory process for aboriginal fisheries will be carried out by the Joint Fisheries Committee:
    - a. the Parties will update the In-SHUCK-ch Nation Fisheries Operational Guidelines to reflect this agreement; and
    - b. a reference in the Final Agreement to the Joint Fisheries Committee will no longer be read as a reference to the process for that function.
  - 59. For greater certainty, a regional management advisory process for aboriginal fisheries does not
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include an international advisory process.

PUBLIC FISHERIES ADVISORY PROCESSES

60. Where Canada or British Columbia establishes a public fisheries advisory process that principally encompasses the In-SHUCK-ch Nation Fishing Area, Canada or British Columbia will, if appropriate, make provisions for In-SHUCK-ch Nation participation in that process on the same basis as other first nations.
61. Where a public fisheries advisory process exists, or may be established by Canada or British Columbia, that involves a geographic area in British Columbia including but significantly larger than the In-SHUCK-ch Nation Fishing Area, Canada or British Columbia will provide In-SHUCK-ch Nation with representation in that process on the same basis as other first nations.
62. For greater certainty, a public fisheries advisory process referred to in section 60 does not include international fisheries management advisory bodies.
63. For greater certainty, the design, establishment or termination of public fisheries advisory processes will be at the discretion of the Minister.

IN-SHUCK-CH NATION ANNUAL FISHING PLANS

64. Every year, In-SHUCK-ch Nation will develop an In-SHUCK-ch Nation Annual Fishing Plan for the harvest of Fish under the In-SHUCK-ch Nation Right to Harvest Fish, for which an In-SHUCK-ch Nation Harvest Share has been established and for Fish and Aquatic Plants for which no In-SHUCK-ch Nation Harvest Share has been established.
65. An In-SHUCK-ch Nation Annual Fishing Plan will set out the preferences of In-SHUCK-ch Nation with respect to:
  - a. the harvest by category of species or stock;
  - b. the descriptions of Fish and Aquatic Plants that would be harvested and in what amounts;
  - c. the location and timing of the harvest;
  - d. the method of harvest, including the size, type, identification, marking, and quantity of fishing gear to be used, the manner in which the fishing gear may be used and other matters concerning the method of harvest;
  - e. the provision of catch data and other information related to Fish and Aquatic Plants harvested under the In-SHUCK-ch Nation Right to Harvest Fish;
  - f. notification, catch monitoring, identification, reporting and other aspects of monitoring the harvest;
  - g. the transportation of Fish and Aquatic Plants harvested under the In-SHUCK-ch Nation Right to Harvest Fish;
  - h. In-SHUCK-ch Nation enforcement measures;
  - i. other matters as may be required for an In-SHUCK-ch Nation Harvest Document; and
  - j. other matters as agreed to by Canada or In-SHUCK-ch Nation.



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66. Each year, In-SHUCK-ch Nation will provide an In-SHUCK-ch Nation Annual Fishing Plan to the Joint Fisheries Committee and to British Columbia in a timely fashion.
67. An In-SHUCK-ch Nation Annual Fishing Plan will not:
  - a. form part of the Final Agreement;
  - b. be a treaty or land claims agreement;
  - c. recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act 1982*; or
  - d. create legal obligations.

IN-SHUCK-CH NATION FISHERIES OPERATIONAL GUIDELINES

68. Before the Effective Date, the Parties will prepare a document to be known as the “In-SHUCK-ch Nation Fisheries Operational Guidelines” that will set out the operational principles, procedures and guidelines to assist each of them in the preparation and recommendation of the In-SHUCK-ch Nation Annual Fishing Plans and otherwise in implementing the provisions of this chapter.
69. The Parties will update and maintain the In-SHUCK-ch Nation Fisheries Operational Guidelines as required.
70. The In-SHUCK-ch Nation Fisheries Operational Guidelines will not:
  - a. form part of the Final Agreement;
  - b. be a treaty or land claims agreement;
  - c. recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act 1982*; or
  - d. create legal obligations.

IN-SHUCK-CH NATION HARVEST DOCUMENTS

71. The Minister will issue one or more In-SHUCK-ch Nation Harvest Documents to In-SHUCK-ch Nation in respect of the In-SHUCK-ch Nation Right to Harvest Fish. The In-SHUCK-ch Nation Harvest Document will be consistent with the Final Agreement.
72. Canada and British Columbia will not charge any fee for an In-SHUCK-ch Nation Harvest Document.
73. There is an outstanding issue among the Parties regarding potential payment of management or landing fees by In-SHUCK-ch Nation for fisheries authorized by an In-SHUCK-ch Nation Harvest Document. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the outstanding issue.
74. In-SHUCK-ch Nation will inform those individuals who are designated by the In-SHUCK-ch Nation to harvest Fish and Aquatic Plants under the In-SHUCK-ch Nation Right to Harvest Fish of the provisions of the In-SHUCK-ch Nation Harvest Document.

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75. Where the Minister issues an In-SHUCK-ch Nation Harvest Document, the Minister will take into account the recommendations that the Minister has received in a timely fashion from the Joint Fisheries Committee.
76. For those fisheries matters managed from time to time by Canada, the Minister will provide written reasons to In-SHUCK-ch Nation if an In-SHUCK-ch Nation Harvest Document has significant differences from the In-SHUCK-ch Nation Harvest Document provisions recommended by the Joint Fisheries Committee.
77. For those fisheries matters managed from time to time by British Columbia, the Minister will provide written reasons to In-SHUCK-ch Nation if an In-SHUCK-ch Nation Harvest Document has significant differences from the In-SHUCK-ch Nation Annual Fishing Plan.
78. Where the Minister amends an In-SHUCK-ch Nation Harvest Document, the Minister will give notice and reasons, and where practicable, discuss the amendment with In-SHUCK-ch Nation.
79. If special circumstances make it impracticable to discuss with In-SHUCK-ch Nation an amendment under section 78, the Minister:
  - a. may make the decision or take the action that the Minister considers necessary, without receiving recommendations from the Joint Fisheries Committee; and
  - b. will notify In-SHUCK-ch Nation and the Joint Fisheries Committee as soon as practicable of the special circumstances and the decision made or action taken.

STEWARDSHIP AND ENHANCEMENT

80. In-SHUCK-ch Nation may conduct, with the written approval of the Minister and in accordance with Federal and Provincial Law, Enhancement Initiatives and Stewardship Activities in the In-SHUCK-ch Nation Fishing Area.
81. Canada and In-SHUCK-ch Nation may negotiate agreements concerning the matters referred to in section 80. Those agreements will not:
  - a. form part of the Final Agreement;
  - b. be a treaty or land claims agreement; or
  - c. recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act 1982*.
82. Before the Final Agreement, Canada and In-SHUCK-ch Nation will negotiate a one-time payment by Canada that will be used for the establishment of an In-SHUCK-ch Nation fisheries stewardship fund.

ENFORCEMENT

83. The Parties may negotiate agreements concerning enforcement of Federal Law, Provincial Law, and In-SHUCK-ch Nation Law in respect of fisheries. Those agreements will not:
  - a. be part of the Final Agreement;
  - b. be a treaty or land claims agreement; or

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- c. recognize or affirm any rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 84. An agreement referred to in section 83 may provide for In-SHUCK-ch Nation Law made in accordance with this chapter to be enforced by individuals authorized to enforce Federal or Provincial Law or In-SHUCK-ch Nation Law in respect of Fish and Aquatic Plants in British Columbia.

## CHAPTER 8 - WILDLIFE

### GENERAL

1. In-SHUCK-ch Nation will have the right to harvest Wildlife throughout the year for Domestic Purposes in the In-SHUCK-ch Nation Area, in accordance with the Final Agreement.
2. The In-SHUCK-ch Nation Right to Harvest Wildlife will be limited by measures necessary for conservation, public health or public safety.
3. The In-SHUCK-ch Nation Right to Harvest Wildlife will be a communal right held by In-SHUCK-ch Nation and In-SHUCK-ch Nation may not dispose of it.
4. Except as otherwise provided under In-SHUCK-ch Nation Law, all In-SHUCK-ch Nation Citizens may exercise the In-SHUCK-ch Nation Right to Harvest Wildlife.
5. The Minister will retain authority for managing and conserving Wildlife and Wildlife habitat.
6. The In-SHUCK-ch Nation Right to Harvest Wildlife will be exercised in a manner that does not interfere with the uses, authorization of uses or dispositions of Crown land existing as of the Effective Date or authorized in accordance with section 7.
7. The Crown may use, authorize uses of or dispose of Crown lands, and any use, authorization of use or disposition may affect the methods, times and locations of harvesting Wildlife under the In-SHUCK-ch Nation Right to Harvest Wildlife, but the Crown will not use, authorize uses of or dispose of Crown land to an extent that would result in In-SHUCK-ch Nation being denied a reasonable opportunity to harvest Wildlife under the In-SHUCK-ch Nation Right to Harvest Wildlife.
8. There is an outstanding issue among the Parties as to the exclusion from the In-SHUCK-ch Nation Area of land, if any, that is owned or acquired by Canada. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on this outstanding issue.
9. The In-SHUCK-ch Nation Right to Harvest Wildlife may be exercised on lands within the In-SHUCK-ch Nation Area that are owned in fee simple but access to those lands for harvesting is subject to Federal and Provincial Law in respect of access to fee simple lands.
10. Subject to section 11, In-SHUCK-ch Nation Citizens will not be required to have federal or provincial licences or pay any fees, or royalties to Canada or British Columbia in respect of the In-SHUCK-ch Nation Right to Harvest Wildlife.
11. Nothing in the Final Agreement will affect the application of Federal or Provincial Law in respect of the possession, use and regulation of firearms.
12. The Final Agreement will not preclude In-SHUCK-ch Nation Citizens from harvesting Wildlife outside of the In-SHUCK-ch Nation Area throughout Canada in accordance with:
  - a. Federal and Provincial Law;
  - b. any agreements, that are in accordance with Federal or Provincial Law, between In-SHUCK-ch Nation and another aboriginal group; or

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- c. any arrangements between another aboriginal group and Canada or British Columbia.
- 13. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Wildlife.

AUTHORITY TO MAKE LAWS

- 14. In-SHUCK-ch Nation Government may make laws in respect of the In-SHUCK-ch Nation Right to Harvest Wildlife, that are consistent with an approved Wildlife Management Plan, for:
  - a. the distribution of harvested Wildlife among In-SHUCK-ch Nation Citizens;
  - b. designating In-SHUCK-ch Nation Citizens to harvest Wildlife;
  - c. the methods, timing, and location of the harvest of Wildlife included in the Wildlife Management Plan, and
  - d. Trade and Barter of Wildlife by In-SHUCK-ch Nation Citizens under section 43.
- 15. An In-SHUCK-ch Nation Law made under section 14 prevails to the extent of a Conflict with a Federal or Provincial Law.
- 16. In-SHUCK-ch Nation Government will make laws to require In-SHUCK-ch Nation Citizens to:
  - a. comply with the Wildlife Management Plan; and
  - b. carry and produce documentation issued by In-SHUCK-ch Nation under section 18 on request by an authorized person.
- 17. A Federal or Provincial Law prevails to the extent of a Conflict with an In-SHUCK-ch Nation Law made under section 16.

DOCUMENTATION

- 18. In-SHUCK-ch Nation will issue documentation to In-SHUCK-ch Nation Citizens who have been designated to harvest Wildlife under the In-SHUCK-ch Nation Right to Harvest Wildlife.
- 19. All In-SHUCK-ch Nation Citizens who harvest Wildlife under the In-SHUCK-ch Nation Right to Harvest Wildlife will be required to carry documentation issued by In-SHUCK-ch Nation and to produce that documentation on request by an authorized person.
- 20. Documentation issued by In-SHUCK-ch Nation to an In-SHUCK-ch Nation Citizen who harvests Wildlife under the In-SHUCK-ch Nation Right to Harvest Wildlife will:
  - a. be in the English language and, at the discretion of In-SHUCK-ch Nation, the Ucwalmicw language;
  - b. include the name and address of the In-SHUCK-ch Nation Citizen; and
  - c. meet any other requirements set out in the Wildlife Management Plan.

DESIGNATED WILDLIFE SPECIES

- 21. In-SHUCK-ch Nation or British Columbia may recommend to the Minister that a Wildlife

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species be, or continue to be, a Designated Wildlife Species.

22. The Minister may establish a Designated Wildlife Species if the Minister determines that, in order to address a conservation risk to the population of that Wildlife species, there should be a Total Allowable Wildlife Harvest of that Wildlife species.
23. The Minister may determine that a Wildlife species is no longer a Designated Wildlife Species if the Minister determines that the conservation risk to the population of that Wildlife species no longer exists.
24. The Minister will request and consider recommendations from In-SHUCK-ch Nation before determining the Total Allowable Wildlife Harvest for any Designated Wildlife Species.
25. In determining the Total Allowable Wildlife Harvest for a Designated Wildlife Species, the Minister will, in accordance with proper wildlife management, take into account:
  - a. the population of the Wildlife species within the In-SHUCK-ch Nation Area; and
  - b. the population of the Wildlife species within its normal range or area of movement outside the In-SHUCK-ch Nation Area.

IN-SHUCK-CH NATION HARVEST SHARE

26. If the Minister designates a Wildlife species as a Designated Wildlife Species, British Columbia and In-SHUCK-ch Nation will negotiate and attempt to reach agreement on the In-SHUCK-ch Nation Harvest Share of that Designated Wildlife Species.
27. A negotiation of an In-SHUCK-ch Nation Harvest Share, or a determination by an arbitrator under section 31, will take into account all relevant information presented by British Columbia and In-SHUCK-ch Nation and in particular information relating to:
  - a. the Total Allowable Wildlife Harvest for the Designated Wildlife Species;
  - b. change in In-SHUCK-ch Nation harvesting effort;
  - c. current and past harvest by In-SHUCK-ch Nation Citizens for domestic purposes; and
  - d. harvest by non-In-SHUCK-ch Nation Citizens.
28. British Columbia or In-SHUCK-ch Nation may, at any time, request a review to vary an In-SHUCK-ch Nation Harvest Share.
29. The Party requesting a review of an In-SHUCK-ch Nation Harvest Share of a Designated Wildlife Species has the onus of establishing that the In-SHUCK-ch Nation Harvest Share should be varied.
30. A negotiation to vary an In-SHUCK-ch Nation Harvest Share, or a determination by an arbitrator under section 31, will take into account all relevant information presented by British Columbia and In-SHUCK-ch Nation and in particular information relating to:
  - a. Total Allowable Wildlife Harvest for the Designated Wildlife Species;
  - b. changes in the status of the Designated Wildlife Species;

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- c. changes in conservation requirements;
  - d. change in In-SHUCK-ch Nation harvesting effort;
  - e. current and past harvest by In-SHUCK-ch Nation Citizens for Domestic Purposes; and
  - f. harvest by non-In-SHUCK-ch Nation Citizens.
31. If British Columbia and In-SHUCK-ch Nation fail to agree on an In-SHUCK-ch Nation Harvest Share for a Designated Wildlife Species under sections 26 and 28, the In-SHUCK-ch Nation Harvest Share will be finally determined by arbitration under the Dispute Resolution chapter.

MANAGEMENT

32. British Columbia and In-SHUCK-ch Nation will develop a Wildlife Management Plan:
- a. for the harvest of
    - i. Designated Wildlife Species; and
    - ii. Wildlife species proposed by In-SHUCK-ch Nation or British Columbia in order to adequately manage and conserve the resource; or
  - b. for other matters agreed to by British Columbia and In-SHUCK-ch Nation.
33. If necessary, In-SHUCK-ch Nation and British Columbia will develop the initial Wildlife Management Plan before the Effective Date to take effect on the Effective Date.
34. The Wildlife Management Plan will include provisions consistent with the Final Agreement in respect of:
- a. documenting In-SHUCK-ch Nation harvesters;
  - b. the methods, timing and locations of the Wildlife harvest;
  - c. the sex and age composition of the In-SHUCK-ch Nation Harvest Share, as appropriate for conservation purposes;
  - d. monitoring and reporting of the In-SHUCK-ch Nation harvest and data collection;
  - e. possession and transportation of Wildlife or Wildlife parts;
  - f. the process for the approval of in-season adjustments or modifications to the Wildlife Management Plan; and
  - g. other matters agreed to by British Columbia and In-SHUCK-ch Nation.
35. The Wildlife Management Plan will take into account management concerns identified by the Minister.
36. The Wildlife Management Plan will be submitted by In-SHUCK-ch Nation and British Columbia to the Minister for approval.
37. In considering the proposed Wildlife Management Plan, the Minister will take into account the
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following factors:

- a. conservation requirements and availability of Wildlife resources;
  - b. any In-SHUCK-ch Nation preferences in respect of harvest locations, methods, or times set out in the proposed Wildlife Management Plan;
  - c. harvest by persons other than In-SHUCK-ch Nation Citizens;
  - d. requirements for the integration and efficient management of overall Wildlife resources;
  - e. public health and safety;
  - f. accepted scientific procedures for Wildlife management; and
  - g. other relevant statutory considerations.
38. If a Wildlife Management Plan proposed under section 32 is consistent with the Final Agreement, the Minister will, subject to the factors referred to in section 37, approve, or vary and approve, that Wildlife Management Plan, and the Minister will provide written reasons to In-SHUCK-ch Nation for any significant changes between the proposed Wildlife Management Plan and the approved Wildlife Management Plan. An approved Wildlife Management Plan will be consistent with the Final Agreement.
39. The Wildlife Management Plan will be reviewed at such times as proposed by either In-SHUCK-ch Nation or British Columbia.
40. Notwithstanding section 38, the Minister will not approve any method of harvest that differs from those permitted under Federal or Provincial Law unless the Minister is satisfied that the method is consistent with public safety.
41. An approved Wildlife Management Plan will prevail to the extent of a Conflict with Provincial Law.
42. In-SHUCK-ch Nation will have the right to participate in any public Wildlife advisory management processes that may be established by British Columbia in respect of the In-SHUCK-ch Nation Area.

TRADE AND BARTER

43. Except as otherwise provided under an In-SHUCK-ch Nation Law made under section 14, In-SHUCK-ch Nation will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada, resident in British Columbia, any Wildlife or Wildlife parts harvested under the In-SHUCK-ch Nation Right to Harvest Wildlife.
44. Except as otherwise provided under an In-SHUCK-ch Nation Law, In-SHUCK-ch Nation Citizens may Trade and Barter Wildlife or Wildlife parts under section 43.

SALE

45. If Federal and Provincial Law permit the sale of Wildlife or Wildlife parts, In-SHUCK-ch Nation and In-SHUCK-ch Nation Citizens may sell Wildlife and Wildlife parts harvested under the In-SHUCK-ch Nation Right to Harvest Wildlife in accordance with Federal and Provincial Law.



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TRAPPING

46. Traplines wholly or partially on In-SHUCK-ch Nation Land that exist as of the Effective Date and which will be set out in Appendix C to the Final Agreement are retained by the persons who hold those interests and may be transferred or renewed in accordance with Provincial Law.
47. If the holder of a registered trapline that is located on In-SHUCK-ch Nation Land agrees to transfer the trapline to In-SHUCK-ch Nation, British Columbia will consent to and register the transfer.
48. British Columbia will not register a new trapline on In-SHUCK-ch Nation Land without the consent of In-SHUCK-ch Nation.
49. Trapping on traplines that are held by an individual and are on In-SHUCK-ch Nation Land, is regulated in the same manner as trapping on Crown land in British Columbia.
50. In-SHUCK-ch Nation will not unreasonably restrict access to persons who hold traplines set out in Appendix C, or any renewal or replacement of such traplines, or to any person who has written permission from a registered trapline holder to trap within the registered trapline area, for the purpose of trapping activities.
51. Before the Effective Date, the Parties will negotiate and attempt to reach agreement on the treatment of any trapline, any portion of which is on In-SHUCK-ch Nation Land, that is not currently registered to any person or that becomes vacant by reason of abandonment or operation of law.
52. For greater certainty, Federal and Provincial Law will apply to the sale of furs.

GUIDING

53. Guide outfitter licences and certificates and angling guide licences which exist as of the Effective Date and apply to an area wholly or partially on In-SHUCK-ch Nation Land will be set out in Appendix C to the Final Agreement, will be retained by the persons who hold those interests and may be transferred or renewed in accordance with Provincial Law.
54. In-SHUCK-ch Nation will not unreasonably withhold access to persons who hold guide outfitter licences and certificates or angling guide licences as set out in the Appendix C to the Final Agreement, for the purpose of carrying out guiding activities.
55. British Columbia will not issue a new guide outfitter certificate or guide outfitter licence that applies to any portion of In-SHUCK-ch Nation Land without the consent of In-SHUCK-ch Nation.
56. British Columbia will not issue a new angling guide licence that applies to a portion of a watercourse within In-SHUCK-ch Nation Land without the consent of In-SHUCK-ch Nation.

ENFORCEMENT

57. The Parties may negotiate agreements concerning enforcement of Federal and Provincial Law and In-SHUCK-ch Nation Law in respect of Wildlife. Those agreements will not:
  - a. form part of the Final Agreement;

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- b. be a treaty or land claims agreement; or
  - c. recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act 1982*.
58. In-SHUCK-ch Nation Law made in accordance with this chapter may be enforced by persons authorized to enforce Federal or Provincial Law, or In-SHUCK-ch Nation Law, in respect of Wildlife in British Columbia.

## **CHAPTER 9 - MIGRATORY BIRDS**

### **GENERAL**

1. In-SHUCK-ch Nation will have the right to harvest Migratory Birds throughout the year for Domestic Purposes in the In-SHUCK-ch Nation Area, in accordance with the Final Agreement.
2. The In-SHUCK-ch Nation Right to Harvest Migratory Birds will be limited by measures necessary for conservation, public health or public safety.
3. The In-SHUCK-ch Nation Right to Harvest Migratory Birds will be a communal right held by In-SHUCK-ch Nation and In-SHUCK-ch Nation may not dispose of it.
4. Except as otherwise provided under In-SHUCK-ch Nation Law, all In-SHUCK-ch Nation Citizens may exercise the In-SHUCK-ch Nation Right to Harvest Migratory Birds.
5. The Minister will retain authority for managing and conserving Migratory Birds and Migratory Bird habitat.
6. The In-SHUCK-ch Nation Right to Harvest Migratory Birds will be exercised in a manner that does not interfere with the uses, authorization of uses or dispositions of Crown land existing as of the Effective Date or authorized in accordance with section 7
7. The Crown may use, authorize uses of or dispose of Crown lands, and any use, authorization of use or disposition may affect the methods, times and locations of harvesting Migratory Birds under the In-SHUCK-ch Nation Right to Harvest Migratory Birds, but the Crown will not use, authorize uses of or dispose of Crown land to an extent that would result in In-SHUCK-ch Nation being denied a reasonable opportunity to harvest Migratory Birds under the In-SHUCK-ch Nation Right to Harvest Migratory Birds.
8. There is an outstanding issue among the Parties as to the exclusion from the In-SHUCK-ch Nation Area of land, if any, that is owned or acquired by Canada. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on this outstanding issue.
9. The In-SHUCK-ch Nation Right to Harvest Migratory Birds may be exercised on lands within the In-SHUCK-ch Nation Area that are owned in fee simple but access to those lands for harvesting is subject to Federal and Provincial Law in respect of access to fee simple lands.
10. Subject to section 11, In-SHUCK-ch Nation Citizens will not be required to have federal or provincial licences or pay any fees, or royalties to Canada or British Columbia in respect of the In-SHUCK-ch Nation Right to Harvest Migratory Birds.
11. Nothing in the Final Agreement will affect the application of Federal or Provincial Law in respect of the possession, use and regulation of firearms.
12. The Final Agreement will not preclude In-SHUCK-ch Nation Citizens from harvesting Migratory Birds outside of the In-SHUCK-ch Nation Area throughout Canada in accordance with:
  - a. Federal and Provincial Law;

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- b. any agreements, that are in accordance with Federal and Provincial Law, between In-SHUCK-ch Nation and another aboriginal group; or
  - c. any arrangements between another aboriginal group and Canada or British Columbia.
- 13. The Final Agreement will not alter Federal and Provincial Law in respect of proprietary interests in Migratory Birds.
- 14. Except as provided in this chapter, Federal and Provincial Law will apply in respect of Migratory Birds, their inedible byproducts, including down, and Migratory Bird habitat.

**AUTHORITY TO MAKE LAWS**

- 15. In-SHUCK-ch Nation Government may make laws in respect of the In-SHUCK-ch Nation Right to Harvest Migratory Birds, for:
  - a. the distribution of harvested Migratory Birds among In-SHUCK-ch Nation Citizens;
  - b. the designation of In-SHUCK-ch Nation Citizens to harvest Migratory Birds;
  - c. the methods, timing, and geographic location of the harvest of Migratory Birds;
  - d. the Trade and Barter of Migratory Birds under section 19; and
  - e. the sale of inedible byproducts, including down, of Migratory Birds.
- 16. An In-SHUCK-ch Nation Law made under section 15 prevails to the extent of a Conflict with a Federal or Provincial Law.
- 17. The In-SHUCK-ch Nation Government may make laws in respect of the In-SHUCK-ch Nation Right to Harvest Migratory Birds, for:
  - a. the management of Migratory Birds and Migratory Bird habitat on In-SHUCK-ch Nation Land;
  - b. the sale of Migratory Birds, other than their inedible byproducts, if permitted by Federal and Provincial Law;
  - c. the establishment and administration of licencing requirements for the harvest of Migratory Birds, including the identification of In-SHUCK-ch Nation Citizens as harvesters of Migratory Birds; and
  - d. the establishment of documentation to identify In-SHUCK-ch Nation Citizens as harvesters.
- 18. A Federal or Provincial Law in relation to Migratory Birds prevails to the extent of a Conflict with an In-SHUCK-ch Nation Law made under section 17.

**TRADE AND BARTER**

- 19. Except as otherwise provided under an In-SHUCK-ch Nation Law made under section 15, In-SHUCK-ch Nation will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, Migratory Birds, and the eggs or inedible byproducts, including down, of Migratory Birds harvested under the In-SHUCK-ch Nation Right to Harvest Migratory Birds.

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20. Except as otherwise provided under In-SHUCK-ch Nation Law, In-SHUCK-ch Nation Citizens may Trade and Barter Migratory Birds and the eggs or inedible byproducts, including down, of Migratory Birds harvested under the In-SHUCK-ch Nation Right to Harvest Migratory Birds under section 19.

SALE

21. If Federal and Provincial Law permit the sale of Migratory Birds, In-SHUCK-ch Nation and In-SHUCK-ch Nation Citizens may sell Migratory Birds harvested under the In-SHUCK-ch Nation Right to Harvest Migratory Birds in accordance with Federal and Provincial Law and any In-SHUCK-ch Nation Law enacted under section 17.b.
22. Notwithstanding section 21, In-SHUCK-ch Nation and In-SHUCK-ch Nation Citizens may sell inedible byproducts, including down, of Migratory Birds harvested under the In-SHUCK-ch Nation Right to Harvest Migratory Birds in accordance with the In-SHUCK-ch Nation Law enacted under section 15.e.

TRANSPORT AND EXPORT

23. In-SHUCK-ch Nation and In-SHUCK-ch Nation Citizens will transport or export Migratory Birds, and their inedible byproducts, including down, harvested under the In-SHUCK-ch Nation Right to Harvest Migratory Birds in accordance with Federal and Provincial Law.

DOCUMENTATION AND ENFORCEMENT

24. In-SHUCK-ch Nation will issue documentation to identify In-SHUCK-ch Nation Citizens who:
- a. have been designated to harvest Migratory Birds under the In-SHUCK-ch Nation Right to Harvest Migratory Birds; and
  - b. transport, according to Federal and Provincial Law, Migratory Birds harvested under the In-SHUCK-ch Nation Right to Harvest Migratory Birds.
25. In-SHUCK-ch Nation Citizens to whom In-SHUCK-ch Nation has issued documentation under section 24, are required to produce that documentation, on request by an authorized person, when:
- a. exercising the In-SHUCK-ch Nation Right to Harvest Migratory Birds; or
  - b. transporting Migratory Birds harvested under the In-SHUCK-ch Nation Right to Harvest Migratory Birds.
26. Documentation issued by In-SHUCK-ch Nation under section 24, will:
- a. be in the English language and, at the discretion of the In-SHUCK-ch Nation, in the Ucwalmicw language;
  - b. include the name and address of the person; and
  - c. meet any other requirements as set out by In-SHUCK-ch Nation.
27. The Parties may enter into agreements concerning enforcement of Federal and Provincial Law and In-SHUCK-ch Nation Law in respect of Migratory Birds.
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28. An agreement referred to under section 27 may provide for In-SHUCK-ch Nation Law made in accordance with this chapter to be enforced by persons authorized to enforce Federal or Provincial Law or In-SHUCK-ch Nation Law in respect of Migratory Birds in British Columbia.

CONSERVATION MEASURES

29. The Parties will Consult with one another in respect of the need for, and where applicable, the development and implementation of, any conservation measures required to protect a particular population of Migratory Birds within the In-SHUCK-ch Nation Area that are likely to affect the In-SHUCK-ch Nation Right to Harvest Migratory Birds.
30. In-SHUCK-ch Nation will provide to the Minister, upon request, for conservation purposes, information related to the exercise of the In-SHUCK-ch Nation Right to Harvest Migratory Birds.
31. The Parties may enter into conservation agreements in relation to issues of common concern, including:
- a. information sharing;
  - b. actions to be taken by the Parties to jointly address conservation issues;
  - c. local management of Migratory Birds and their habitats;
  - d. population, harvest and habitat monitoring;
  - e. enforcement; and
  - f. licence and permit requirements.

DESIGNATED POPULATIONS

32. Where, in the opinion of any Party there is a conservation risk to a population of a species of Migratory Bird, that Party may make recommendations to the Minister for the designation of that population of Migratory Birds as a Designated Migratory Bird Population.
33. Where the Minister, after Consulting with the Parties, determines that there is a conservation risk to a population of a species of Migratory Bird that requires the allocation of the harvest of that population, the Minister may designate that population as a Designated Migratory Bird Population.
34. The Minister will, after Consulting with the Parties, determine the Total Allowable Migratory Bird Harvest of the Designated Migratory Bird Population and the allocation of that Total Allowable Migratory Bird Harvest among the user groups.
35. The Minister, in determining the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population, will take into account, among other things, the following factors:
- a. the status of the Designated Migratory Bird Population;
  - b. continental and local conservation requirements; and
  - c. Canada's international commitments in respect of Migratory Birds.
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36. The Minister, in making an In-SHUCK-ch Nation Harvest Share of the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population for In-SHUCK-ch Nation, will take into account, among other things, the following factors:
- a. the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population;
  - b. the current and past domestic needs and harvesting practices of In-SHUCK-ch Nation for the Designated Migratory Bird Population;
  - c. the extent and nature of the In-SHUCK-ch Nation Right to Harvest Migratory Birds; and
  - d. the interests of other user groups within the range of the Designated Migratory Bird Population.
37. The Minister may, on the recommendations of the Parties, determine that there is no longer a conservation risk to a Designated Migratory Bird Population and remove the designation of that population as a Designated Migratory Bird Population.

## CHAPTER 10 - PARKS AND PROTECTED AREAS

### PROVINCIAL PARKS AND PROTECTED AREAS

1. In-SHUCK-ch Nation may make proposals to British Columbia from time to time to establish a Provincial Park, Protected Area or Ecological Reserve.
2. Nothing in the Final Agreement or any other agreement under the Final Agreement will obligate British Columbia to establish or maintain the designation of any Provincial Park, Protected Area, or Ecological Reserve.
3. British Columbia will Consult with In-SHUCK-ch Nation regarding the establishment of any Provincial Park, Protected Area or Ecological Reserve wholly or partially within the In-SHUCK-ch Nation Area.
4. British Columbia and In-SHUCK-ch Nation may enter into agreements regarding In-SHUCK-ch Nation participation in the planning and management of any Provincial Park, Protected Area or Ecological Reserve wholly or partially within the In-SHUCK-ch Nation Area.
5. Any agreement reached pursuant to section 4 will not:
  - a. form part of the Final Agreement;
  - b. be a treaty or land claims agreement; or
  - c. recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act 1982*.

### PROVINCIAL PARK PUBLIC PLANNING PROCESSES

6. Where a public management planning process is established for a Provincial Park, Protected Area or Ecological Reserve that is wholly or partially within the In-SHUCK-ch Area, In-SHUCK-ch Nation may participate in that process on the same basis as other participants.
7. British Columbia may proceed with any public management planning process for a Provincial Park, Protected Area or Ecological Reserve even if In-SHUCK-ch Nation does not participate in that process.
8. Nothing in the Final Agreement will obligate British Columbia to undertake any public management planning process for a Provincial Park, Protected Area or Ecological Reserve.

### NATIONAL PARKS AND PROTECTED AREAS

9. The Minister will retain authority for, among other things, the management, administration and control of National Parks, National Historic Sites, Migratory Bird sanctuaries, and national Wildlife areas.
10. Canada will Consult with In-SHUCK-ch Nation with respect to the establishment of any:
  - a. Migratory Bird sanctuary;
  - b. national Wildlife area;



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- c. National Park; or
  - d. National Historic Site of significance to In-SHUCK-ch Nation,  
wholly or partially within the In-SHUCK-ch Nation Area.
11. If after the Effective Date any National Park is established wholly or partially within the In-SHUCK-ch Nation Area, In-SHUCK-ch Nation and Canada will negotiate and attempt to reach agreement with respect to the exercise of harvesting rights of In-SHUCK-ch Citizens in that National Park.

## **CHAPTER 11 - CULTURE AND HERITAGE**

### **AUTHORITY TO MAKE LAWS**

1. Subject to section 2, In-SHUCK-ch Nation Government may make laws, applicable on In-SHUCK-ch Nation Land, to preserve, promote and develop In-SHUCK-ch Nation culture and the Ucwalmicw language.
2. The Final Agreement will not confer authority on In-SHUCK-ch Nation Government to make laws in respect of:
  - a. Intellectual Property;
  - b. the official languages of Canada; or
  - c. the prohibition of activities off In-SHUCK-ch Nation Land,and for greater certainty, Federal Law relating to Intellectual Property and official languages apply on In-SHUCK-ch Nation Land.
3. An In-SHUCK-ch Nation Law made under section 1 prevails to the extent of a Conflict with a Federal or Provincial Law.

### **IN-SHUCK-CH NATION ARTIFACTS**

4. The Parties will recognize the integral role of In-SHUCK-ch Nation Artifacts in the continuation of In-SHUCK-ch Nation culture, values, and traditions, whether those artifacts are held by any one of the Parties.
5. If In-SHUCK-ch Nation Artifacts are held by the Canadian Museum of Civilization, the Canadian Museum of Civilization and In-SHUCK-ch Nation will negotiate and attempt to reach agreement for custodial arrangements for those In-SHUCK-ch Nation Artifacts.
6. If In-SHUCK-ch Nation Artifacts are held by Parks Canada, Parks Canada and In-SHUCK-ch Nation may negotiate and attempt to reach agreement for custodial arrangements for those In-SHUCK-ch Nation Artifacts.
7. British Columbia and In-SHUCK-ch Nation will negotiate and attempt to reach agreement for the sharing or transfer of any In-SHUCK-ch Nation Artifacts held by the Royal British Columbia Museum.
8. At the request of In-SHUCK-ch Nation, Canada will use reasonable efforts to facilitate In-SHUCK-ch Nation's access to In-SHUCK-ch Nation Artifact that are held in other public collections.
9. The Final Agreement will set out any In-SHUCK-ch Nation Artifacts that are subject to agreements between the Parties under sections 5 to 7.
10. After the Effective Date, In-SHUCK-ch Nation will own any In-SHUCK-ch Nation Artifact discovered within In-SHUCK-ch Nation Land, unless another person establishes ownership of that In-SHUCK-ch Nation Artifact.

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11. After the Effective Date, if an In-SHUCK-ch Nation Artifact discovered off In-SHUCK-ch Nation Land comes into the permanent possession of or under the control of Canada, Canada may lend, or transfer its interest in, that In-SHUCK-ch Nation Artifact to the In-SHUCK-ch Nation in accordance with any agreements negotiated between Canada and In-SHUCK-ch Nation.
12. After the Effective Date, if an In-SHUCK-ch Nation Artifact discovered off of In-SHUCK-ch Nation Land comes into the permanent possession of or under the control of British Columbia, British Columbia may lend, or transfer its interest in, that In-SHUCK-ch Nation Artifact to In-SHUCK-ch Nation in accordance with any agreements negotiated between British Columbia and In-SHUCK-ch Nation.

IN-SHUCK-CH NATION ARCHEOLOGICAL HUMAN REMAINS

13. After the Effective Date, if any Archeological Human Remains of In-SHUCK-ch Nation ancestry or Associated Burial Objects come into the permanent possession of Canada or British Columbia, Canada or British Columbia will, at the request of In-SHUCK-ch Nation, transfer the Archeological Human Remains or Associated Burial Objects to In-SHUCK-ch Nation, in accordance with Federal and Provincial Law and federal and provincial policies and protocols.
14. In-SHUCK-ch Nation will resolve any competing claims with other first nations to Archeological Human Remains or Associated Burial Objects and will provide Canada and British Columbia with written confirmation of the settlement of the dispute before further negotiation of the transfer of Archeological Human Remains or Associated Burial Objects.

HERITAGE SITES

15. In-SHUCK-ch Nation may develop processes, comparable to British Columbia processes, to manage Heritage Sites on In-SHUCK-ch Nation Land in order to preserve In-SHUCK-ch Nation and other heritage values associated with those sites from proposed land and resource activities that may affect those sites.
16. The existing designated portions of the Harrison-Lillooet Gold Rush Trail and any other existing provincially designated Heritage Sites on In-SHUCK-ch Nation Land will continue to be managed according to Provincial Law and provincial management plans.
17. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the joint management between British Columbia and In-SHUCK-ch Nation of the existing designated portions of the Harrison-Lillooet Gold Rush Trail.
18. Any agreement negotiated under section 17 will not:
  - a. be part of the Final Agreement;
  - b. be a treaty or land claims agreement; or
  - c. recognize or affirm any rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
19. On the Effective Date, British Columbia will commence the provincial designation process as set out in the *Heritage Conservation Act* for sites of cultural or historic significance that are set out in Appendix J.

PLACE NAMES

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20. British Columbia will name or rename with In-SHUCK-ch Nation names the geographic features that are set out in Appendix J, if those names meet provincial policy requirements for naming or renaming.
21. After the Effective Date, In-SHUCK-ch Nation may propose that British Columbia name or rename other geographic features with In-SHUCK-ch Nation names, and British Columbia will consider those proposals in accordance with provincial policy and procedures.
22. At the request of In-SHUCK-ch Nation, British Columbia will record In-SHUCK-ch Nation names and historic background information submitted by In-SHUCK-ch Nation for inclusion in the British Columbia geographic names data base for the geographic features that are identified in the Final Agreement, in accordance with provincial policy and procedures.

## CHAPTER 12 - WATER

### GENERAL

1. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in water.
2. Storage, diversion, extraction and use of water and Groundwater will be in accordance with Federal and Provincial Law.
3. There is an outstanding issue among the Parties as to the definition of “Available Flow” under the Definitions chapter and the provisions relating to Groundwater in this chapter as to whether the wording addresses concerns by Canada about potential impacts on Fish, Fish habitat and Stream habitat arising out of the water licencing and regulation of Groundwater contemplated under this chapter.
4. Any change under the Final Agreement to the definition of “Available Flow” or provisions relating to Groundwater in this chapter will be consistent with the distribution of powers between Canada and British Columbia under the Constitution of Canada.

### AUTHORITY TO MAKE LAWS

5. In-SHUCK-ch Nation Government may make laws in respect of:
  - a. the consent of In-SHUCK-ch Nation under section 12.a to applications for Water Licences to be applied against the Water Reservation; and
  - b. the supply to, and the use of water from a Water Licence issued to In-SHUCK-ch Nation under section 12.
6. A Federal or Provincial Law prevails to the extent of a Conflict with an In-SHUCK-ch Nation Law made under section 5.b.

### WATER RESERVATION

7. The Final Agreement will provide a Water Reservation under the *Water Act* for domestic, agricultural, and industrial uses of water, with the exception of hydro power, on In-SHUCK-ch Nation Land.
8. After the Streams that are to be subject to the Water Reservation are identified, British Columbia will recommend the establishment of a water reservation under the *Water Act* in favour of In-SHUCK-ch Nation to achieve the purpose of section 7.
9. On the Effective Date, British Columbia will establish a Water Reservation under the *Water Act* that specifies a volume of unrecorded water, the Streams that are subject to the Water Reservation, and the extent to which the Water Reservation applies to those Streams.
10. The Water Reservation will have priority over all Water Licences on that Stream other than existing Water Licences on that Stream, Water Licences applied for on that Stream before the Effective Date, and Water Licences issued from a Water Reservation established on that Stream before the Effective Date.
11. Any person seeking a Water Licence for volumes of water to be applied against the Water

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Reservation, must gain written consent from In-SHUCK-ch Nation before submitting that application to British Columbia.

12. If any person applies for a Water Licence to be applied against the Water Reservation and:
- In-SHUCK-ch Nation has consented to the application;
  - the application conforms to provincial regulatory requirements, including safety standards;
  - there is sufficient unrecorded volume of flow in the Water Reservation;
  - where required, the application includes provisions for storage where the monthly Available Flow during periods of low flow is insufficient to meet proposed demand; and
  - the application is for a volume of flow that, together with the total volume of flow licenced for that Stream under the Final Agreement, does not exceed the percentage of Available Flow for that Stream as set out in the Final Agreement,

British Columbia will approve the application and issue the Water Licence.

13. The volume of flow approved in a Water Licence issued under section 12 will be deducted from the unrecorded volume of flow in the Water Reservation.
14. If a Water Licence issued from the Water Reservation referred to in section 7 is cancelled, expires or otherwise terminated, the volume of flow in that Water Licence will be added back to the unrecorded volume of flow in the Water Reservation.
15. If a person other than In-SHUCK-ch Nation has a Water Licence and requires access across, or an interest in In-SHUCK-ch Nation Land for the construction, maintenance, improvement or operation of works authorized under the Water Licence, In-SHUCK-ch Nation may not unreasonably withhold consent, and will take reasonable steps to ensure that access or the granting of that interest if the licence holder offers fair compensation to the owner of the interest or estate affected.
16. If In-SHUCK-ch Nation or an In-SHUCK-ch Nation Citizen has a Water Licence approved under section 12 and reasonably requires access across, or an interest in, Crown land for the construction, maintenance, improvement or operation of work authorized under the Water Licence, British Columbia or Canada, as the case may be, will grant the access or interest on reasonable terms.
17. A Water Licence issued to In-SHUCK-ch Nation or an In-SHUCK-ch Nation Citizen for use on In-SHUCK-ch Nation Land under section 12 will not be subject to any rentals, fees, or other charges by British Columbia.

#### SALE OF WATER

18. If Federal and Provincial Law permit the sale of water, In-SHUCK-ch Nation may sell water in accordance with Federal and Provincial Law.

#### FLOOD PROTECTION

19. In-SHUCK-ch Nation will have exclusive ownership and responsibility for maintenance of all diking systems or other flood protection works situated entirely on In-SHUCK-ch Nation Land.

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20. Where a diking system or other flood protection works extend beyond In-SHUCK-ch Nation Land or provide protection for other lands, In-SHUCK-ch Nation may enter into agreements for joint management and responsibility for such systems or works with other jurisdictions and owners.
  21. In-SHUCK-ch Nation Government may make laws regulating the development and use of In-SHUCK-ch Nation Land that is vulnerable to flooding and shall require that any development on such land is subject to flood-proofing standards equal to or greater than provincial standards.
  22. A Federal or Provincial Law prevails to the extent of a Conflict with an In-SHUCK-ch Nation Law made under section 21.
  23. In-SHUCK-ch Nation will identify risks associated with the failure of any dam, dike or other protective works for which In-SHUCK-ch Nation has responsibility, and develop plans for:
    - a. immediate local response in the event of a potential emergency;
    - b. quick notice to all other jurisdictions which may be threatened by the uncontrolled release of water; and
    - c. coordination with provincial authorities for disaster assistance when local capacity is exceeded.

WATER MANAGEMENT

24. The In-SHUCK-ch Nation may participate in water planning processes in the same manner as local governments and other first nations for:
    - a. those portions of the Lillooet, Lower Fraser and Harrison River watersheds as identified in Appendix I; and
    - b. any tributary within those portions of the Lillooet, Lower Fraser and Harrison River watersheds as identified in Appendix I.
  25. In respect of the management of water within those portions of the Lillooet, Lower Fraser and Harrison River watersheds as identified in Appendix I, In-SHUCK-ch Nation and Canada or British Columbia may negotiate agreements to:
    - a. define respective roles and responsibilities and coordinate activities related to:
      - i. flood response and public safety,
      - ii. protection of water quality,
      - iii. Groundwater management and regulation,
      - iv. resource inventory,
      - v. monitoring of water quality and quantity,
      - vi. management of and access to information,
      - vii. water conservation,
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- viii. water management objectives and planning; and
  - ix. any other matters as agreed to by the Parties; and
  - b. identify watersheds that require water management planning.
26. If a Stream within those portions of the Lillooet, Lower Fraser and Harrison River watersheds as identified in Appendix I has been identified as requiring a water management plan under section 25.b, In-SHUCK-ch Nation and Canada or British Columbia may negotiate agreements in respect of:
- a. water management objectives;
  - b. a process for the timely and effective development of a plan, including the respective roles of the Parties; and
  - c. the method for approval of the plan and its implementation.
27. Where a watershed includes both In-SHUCK-ch Nation Land and provincial Crown land, and if In-SHUCK-ch Nation or British Columbia considers that the watershed is an important source of drinking water, British Columbia and In-SHUCK-ch Nation may negotiate agreements to promote the protection of drinking water in that watershed.

WATER RESERVATION FOR HYDRO POWER PURPOSES

- 28. In addition to the Water Reservation referred to in section 7, British Columbia will, subject to Available Flow, establish a water reservation of the unrecorded water of specific Streams identified in the Final Agreement in favour of In-SHUCK-ch Nation for a term to be set out in the Final Agreement to enable In-SHUCK-ch Nation to investigate the suitability of those Streams for hydro power purposes, including related storage purposes.
- 29. If, after British Columbia establishes a Water Reservation for hydro power purposes under section 28, In-SHUCK-ch Nation applies for a Water Licence for hydro power purposes and any related storage purposes for a volume of flow from the Stream specified in its favour and subject to that Water Reservation, British Columbia will grant the Water Licence if the proposed hydro power project conforms to Federal and Provincial Law, and there is sufficient Available Flow in the Stream.
- 30. If British Columbia issues a Water Licence under section 29, the water reservation established under section 28 will terminate in respect of that Stream.

GROUNDWATER

- 31. If British Columbia brings into force Provincial Law regulating the volume of Groundwater under In-SHUCK-ch Nation Land which may be extracted and used, British Columbia will, if Groundwater is reasonably available, negotiate and attempt to reach agreement with In-SHUCK-ch Nation on the volume of Groundwater which may be extracted and used for domestic, agricultural and industrial purposes by In-SHUCK-ch Nation on In-SHUCK-ch Nation Land for as long as such Provincial Law is in effect.
  - 32. For the purposes of section 31, the Parties will:
    - a. determine the volume of flow of Groundwater which can reasonably be withdrawn from the Groundwater aquifer under consideration while maintaining the sustainability and quality of the Groundwater from the aquifer; and
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- b. determine the existing and reasonable future needs for Groundwater of In-SHUCK-ch Nation on In-SHUCK-ch Nation Land, as well as the existing and future needs of other users in the area.
  - 33. If British Columbia and In-SHUCK-ch Nation fail to agree on the volume of Groundwater that may be extracted and used by In-SHUCK-ch Nation in negotiations under sections 31 and 32, British Columbia or In-SHUCK-ch Nation may refer the matter to be finally determined by arbitration under Stage Three of the Dispute Resolution chapter
  - 34. Access to extract Groundwater on In-SHUCK-ch Nation Land will require the consent of In-SHUCK-ch Nation.
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## CHAPTER 13 - ENVIRONMENTAL ASSESSMENT

### GENERAL

1. Notwithstanding any decision made by Canada or British Columbia in respect of a Federal Project or a Provincial Project, no Federal Project or Provincial Project on In-SHUCK-ch Nation Land will proceed without the consent of In-SHUCK-ch Nation.
2. Where a proposed development referred to under section 15.b of the Lands chapter, that is subject to an administrative procedure in section 16 of the Lands chapter, is also a Federal Project or Provincial Project, the Parties will negotiate and attempt to reach agreement to harmonize their respective procedures.
3. If a proposed development referred to in section 15.b of the Lands chapter, that is subject to evaluation under an administrative procedure referred to in section 16 of the Lands chapter, is likely to have an adverse effect on federal or provincial interests, In-SHUCK-ch Nation will ensure that Canada and British Columbia are consulted with respect to the proposed development.

### IN-SHUCK-CH NATION PARTICIPATION IN FEDERAL ENVIRONMENTAL ASSESSMENTS

4. If a Federal Project is located within the In-SHUCK-ch Nation Area, and may reasonably be expected to have adverse environmental effects on In-SHUCK-ch Nation Land or on In-SHUCK-ch Nation rights under the Final Agreement:
  - a. Canada will ensure that In-SHUCK-ch Nation is provided with timely notice of the Environmental Assessment and information describing the Federal Project in sufficient detail to permit the In-SHUCK-ch Nation to determine if it is interested in participating in the Environmental Assessment;
  - b. if In-SHUCK-ch Nation confirms that it is interested in participating in the Environmental Assessment of the Federal Project, Canada will provide the In-SHUCK-ch Nation with an opportunity to comment on:
    - i. the components of the Federal Project to be included in the Environmental Assessment;
    - ii. the environmental effects of the Federal Project; and
    - iii. any mitigation measures to be implemented;
  - c. In-SHUCK-ch Nation will have access to information in Canada's possession related to the Environmental Assessment of the Federal Project in accordance with the public registry provisions in the *Canadian Environmental Assessment Act*; and
  - d. Canada will give full and fair consideration to any comments referred to in section 4.b and will respond to the comments during the Environmental Assessment process before making a decision that would have the effect of enabling the Federal Project to be carried out in whole or in part.
5. If a Federal Project that is located within the In-SHUCK-ch Nation Area, and may reasonably be expected to have adverse environmental effects on In-SHUCK-ch Nation Land or on In-SHUCK-ch Nation rights under the Final Agreement, is referred to a panel under the *Canadian*

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*Environmental Assessment Act*, In-SHUCK-ch Nation will have the opportunity to propose to the Minister a list of names that the Minister may consider for appointment to any panel unless:

- a. the panel is a decision-making body, such as the National Energy Board; or
  - b. In-SHUCK-ch Nation is a proponent of the Federal Project.
6. If a Federal Project that is located within the In-SHUCK-ch Nation Area, and may reasonably be expected to have adverse environmental effects on In-SHUCK-ch Nation Land or on In-SHUCK-ch Nation rights under the Final Agreement, is referred to a panel under the *Canadian Environmental Assessment Act*, or any successor legislation, the In-SHUCK-ch Nation will have formal standing before that panel.

IN-SHUCK-CH NATION PARTICIPATION IN PROVINCIAL ENVIRONMENTAL  
ASSESSMENTS

7. If a Provincial Project is located on In-SHUCK-ch Nation Land or may reasonably be expected to have adverse environmental effects on In-SHUCK-ch Nation Land, on residents of In-SHUCK-ch Nation Land or on In-SHUCK-ch Nation rights under the Final Agreement, British Columbia will ensure that In-SHUCK-ch Nation:
- a. receives timely notice of, and relevant information on, the Provincial Project and the potential adverse environmental effects;
  - b. is Consulted regarding the environmental effects of the Provincial Project; and
  - c. receives an opportunity to participate in any Environmental Assessment of the Provincial Project.
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## **CHAPTER 14 - ENVIRONMENTAL PROTECTION**

### **AUTHORITY TO MAKE LAWS**

1. In-SHUCK-ch Nation Government may make laws applicable on In-SHUCK-ch Nation Land to manage, protect, preserve and conserve the Environment including, but not limited to, laws in respect of:
  - a. prevention, mitigation and remediation of pollution and degradation of the Environment;
  - b. waste management, including solid wastes and wastewater;
  - c. protection of local air quality; and
  - d. Environmental Emergency response.
2. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the extent of the penalties that In-SHUCK-ch Nation Government may impose in respect of In-SHUCK-ch Nation Law made under section 1.
3. A Federal or Provincial Law prevails to the extent of a Conflict with an In-SHUCK-ch Nation Law made under section 1.

### **AGREEMENTS**

4. In-SHUCK-ch Nation may enter into agreements with Canada or British Columbia for cooperation and coordination on matters relating to the Environment that may affect the In-SHUCK-ch Nation Area, both on and off In-SHUCK-ch Nation Land.

### **ENVIRONMENTAL EMERGENCIES**

5. Except as set out in the Final Agreement, as the owner or the decision maker in relation to the use of In-SHUCK-ch Nation Land, In-SHUCK-ch Nation is responsible for the prevention of, preparedness for, timely response to and recovery from Environmental Emergencies that originate on In-SHUCK-ch Nation Land.
6. In-SHUCK-ch Nation may enter into agreements with Canada, British Columbia or local governments for the prevention of, preparedness for, response to and recovery from Environmental Emergencies occurring on In-SHUCK-ch Nation, or the lands and waters immediately adjacent to In-SHUCK-ch Nation Land.

## **CHAPTER 15 - GOVERNANCE**

### **IN-SHUCK-CH NATION SELF-GOVERNMENT**

1. The Parties acknowledge that self-government and governance for In-SHUCK-ch Nation will be achieved through the exercise of the section 35 rights set out in the Final Agreement and the authorities set out in the Governance Agreement.
2. In-SHUCK-ch Nation Government, as provided for under the In-SHUCK-ch Nation Constitution and the Final Agreement, will be the government of In-SHUCK-ch Nation.

### **LEGAL STATUS AND CAPACITY**

3. The Final Agreement and other agreements will set out the authorities for In-SHUCK-ch Nation Government to make, administer and enforce In-SHUCK-ch Nation Law and the Final Agreement will provide that In-SHUCK-ch Nation will be a separate and distinct legal entity with the rights, powers, privileges and capacity of a natural person, including the ability to:
  - a. enter into contracts and agreements;
  - b. acquire, hold, own, buy and sell property and interests in property;
  - c. raise, spend, invest and borrow money;
  - d. sue and be sued; and
  - e. do other things ancillary to the exercise of its rights, powers and privileges.
4. In-SHUCK-ch Nation will act through In-SHUCK-ch Nation Government in accordance with:
  - a. the Final Agreement;
  - b. In-SHUCK-ch Nation Law, including its In-SHUCK-ch Nation Constitution; and
  - c. any other agreement that provides In-SHUCK-ch Nation Government with authority to make laws.
5. The Final Agreement will include provisions to address the scope of immunity and liability of In-SHUCK-ch Nation, In-SHUCK-ch Nation Government, members of the In-SHUCK-ch Nation Government, and In-SHUCK-ch Nation public officers. Where appropriate, the scope of immunity and liability will be similar to that for municipalities under provincial legislation.

### **AUTHORITY TO MAKE LAWS**

6. The Parties will negotiate the nature and scope of In-SHUCK-ch Nation Government's authority to make laws to be set out in the Final Agreement or the Governance Agreement, including to whom In-SHUCK-ch Nation Law applies, and where and when In-SHUCK-ch Nation Law applies.
7. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on certain thresholds for exercising some of the law-making authority contemplated in this chapter and the scope of such thresholds' application.

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8. Federal and Provincial Law will apply concurrently with In-SHUCK-ch Nation Law.
  9. In addition to the authority to make laws provided for in other chapters in this Agreement, In-SHUCK-ch Nation Government will have the authority to make laws to be set out in the Final Agreement in respect of:
    - a. aspects of elementary and secondary education provided by In-SHUCK-ch Nation that meets provincial standards for:
      - i. curriculum, examination, and other standards that allow for transfer of students between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary systems, and
      - ii. certification of teachers regarding the provision of instruction in respect of Ucwalmicw language and culture;
    - b. aspects of preschool;
    - c. Child and Family Services provided by In-SHUCK-ch Nation on In-SHUCK-ch Nation Land that include standards comparable to provincial standards for the safety and well-being of children and families;
    - d. adoption of In-SHUCK-ch Nation children that include provisions to ensure that the best interests of the child are paramount;
    - e. In-SHUCK-ch Nation culture, In-SHUCK-ch Nation language, and In-SHUCK-ch Nation cultural property but not Intellectual Property or official languages of Canada;
    - f. In-SHUCK-ch Nation membership, excluding matters dealing with Canadian citizenship, entry into Canada, or registration under the *Indian Act*;
    - g. In-SHUCK-ch Nation assets on In-SHUCK-ch Nation Land; and
    - h. management, operation, and financial administration of In-SHUCK-ch Nation Government.
  10. The Final Agreement will set out the relationship of laws in the event of a Conflict between an In-SHUCK-ch Nation Law made under section 9 and a Federal or Provincial Law.
  11. In-SHUCK-ch Nation will provide assurances in the Governance Agreement that it represents all In-SHUCK-ch Nation People, and it enters into the Governance Agreement on behalf of all In-SHUCK-ch Nation People who have any aboriginal rights, including aboriginal title in Canada, or any claims to such rights.
  12. On the Effective Date, the Parties will enter into a Governance Agreement. The In-SHUCK-ch Nation Constitution will be consistent with the Governance Agreement, and will provide that the Governance Agreement sets out the law-making authorities in section 19 of this chapter.
  13. The Governance Agreement, once ratified by the Parties, will be legally binding on the Parties and on all persons, and can be relied on by all Parties and all persons.
  14. The Governance Agreement will not:
    - a. be part of the Final Agreement;
    - b. be a treaty or land claims agreement; or
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- c. recognize or affirm any rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 15. The Governance Agreement will not recognize, affirm, deny, abrogate, or derogate from In-SHUCK-ch Nation aboriginal rights which rights are not modified into rights in the Final Agreement.
- 16. Canada and British Columbia will recommend to Parliament and the Legislative Assembly, respectively, legislation to bring into effect the Governance Agreement.
- 17. Ten years after the Effective Date, the Parties will review the Governance Agreement to determine if any amendments are required.
- 18. After the initial review under section 17, at the request of a Party, the Parties will review the Governance Agreement.
- 19. In addition to the authority to make laws under section 9, In-SHUCK-ch Nation Government will have the authority to make laws, to be set out in the Governance Agreement, in respect of:
  - a. aspects of elementary and secondary education provided by In-SHUCK-ch Nation that meet provincial standards for curriculum, examination, and other standards that allow for transfers of students between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary systems;
  - b. aspects of preschool;
  - c. Family Development Services provided by In-SHUCK-ch Nation on In-SHUCK-ch Nation Land that include standards comparable to provincial standards for the safety and well-being of children and families;
  - d. aspects of administration of justice provided by In-SHUCK-ch Nation;
  - e. solemnization of marriage;
  - f. social services provided by In-SHUCK-ch Nation;
  - g. income support provided by In-SHUCK-ch Nation;
  - h. health services provided by In-SHUCK-ch Nation;
  - i. post-secondary education provided by In-SHUCK-ch Nation on In-SHUCK-ch Nation Land, that includes standards comparable to provincial standards, including the establishment of post-secondary institutions that have the ability to grant diplomas but not degrees;
  - j. buildings, structures, and public works on In-SHUCK-ch Nation Land;
  - k. emergency preparedness provided by In-SHUCK-ch Nation on In-SHUCK-ch Nation Land;
  - l. fire protection provided by In-SHUCK-ch Nation on In-SHUCK-ch Nation Land;
  - m. traffic and transportation on In-SHUCK-ch Nation Land; and

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- n. regulation, control or prohibition of actions or activities on In-SHUCK-ch Nation Land that constitute, or may constitute, a nuisance, a trespass, a danger to public health, or a threat to peace, order, and safety.
- 20. The Governance Agreement will set out the relationship of laws in the event of a Conflict between an In-SHUCK-ch Nation Law made under section 19 and a Federal or Provincial Law.
- 21. The placement of law-making authorities under sections 9 and 19 that will be exercised by In-SHUCK-ch Nation Government will be reviewed and amended if necessary before the Final Agreement. The Parties will place all negotiated authorities relating to lands and resources in the Final Agreement.
- 22. The Parties may negotiate In-SHUCK-ch Nation Government's authority to make laws with respect to other matters as agreed to by the Parties in the Final Agreement.
- 23. For greater certainty, the authority of In-SHUCK-ch Nation Government to make laws in respect of a subject matter, as set out in the Final Agreement and the Governance Agreement, will include the authority to make laws and to do other things as may be necessarily incidental to exercising its authority.
- 24. In-SHUCK-ch Nation Government may make laws and do other things that may be necessary to enable In-SHUCK-ch Nation and In-SHUCK-ch Nation Government to exercise its rights, or to carry out its responsibilities, under the Final Agreement.
- 25. The Final Agreement will set out the relationship of laws in the event of a Conflict between an In-SHUCK-ch Nation Law made under section 23 or 24 and a Federal or Provincial Law.

IN-SHUCK-CH NATION CONSTITUTION

- 26. In-SHUCK-ch Nation will have a Constitution, consistent with the Final Agreement which will provide:
  - a. for a democratic In-SHUCK-ch Nation Government, including its duties, composition, and membership;
  - b. that In-SHUCK-ch Nation Government will be accountable to In-SHUCK-ch Nation Citizens;
  - c. that In-SHUCK-ch Nation Government will hold elections at least every five years;
  - d. for a process for removal of members from In-SHUCK-ch Nation Government;
  - e. for financial administration comparable to standards generally accepted for governments in Canada;
  - f. for conflict of interest rules comparable to those generally accepted for governments in Canada;
  - g. for recognition and protection of rights and freedoms of In-SHUCK-ch Nation Citizens;
  - h. that every person who is enrolled under the Final Agreement is entitled to be an In-SHUCK-ch Nation Citizen;
  - i. that the Final Agreement sets out the authority of In-SHUCK-ch Nation Government to



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- make laws;
  - j. the process for the enactment of laws by In-SHUCK-ch Nation Government;
  - k. for challenging the validity of In-SHUCK-ch Nation Law;
  - l. that In-SHUCK-ch Nation Constitution prevails over other In-SHUCK-ch Nation Law;
  - m. for the establishment of In-SHUCK-ch Nation Public Institutions;
  - n. for conditions under which In-SHUCK-ch Nation may dispose of lands or interests in lands;
  - o. for a transitional In-SHUCK-ch Nation Government from the Effective Date until the first election of In-SHUCK-ch Nation Government;
  - p. for amendment of the In-SHUCK-ch Nation Constitution; and
  - q. for other provisions.
27. The In-SHUCK-ch Nation Constitution, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

IN-SHUCK-CH NATION GOVERNMENT STRUCTURE

28. The Final Agreement will contain provisions setting out the structure of In-SHUCK-ch Nation Government.

IN-SHUCK-CH NATION ELECTIONS

29. Elections for In-SHUCK-ch Nation Government will be held in accordance with the In-SHUCK-ch Nation Constitution and other In-SHUCK-ch Nation Law.

APPEAL AND REVIEW OF ADMINISTRATIVE ACTIONS AND DECISIONS

30. In-SHUCK-ch Nation Government will establish processes for appeal or review of administrative actions and decisions made by the In-SHUCK-ch Nation Government or In-SHUCK-ch Nation Public Institutions exercising a statutory power of decision under In-SHUCK-ch Nation Law.
31. The Supreme Court of British Columbia will have jurisdiction to hear appeals or judicial reviews of administrative actions and decisions of the In-SHUCK-ch Nation Government or an In-SHUCK-ch Nation Public Institution exercising a statutory power of decision under In-SHUCK-ch Nation Law.
32. The *Judicial Review Procedure Act* will apply to an application for judicial review of administrative actions or decisions taken by the In-SHUCK-ch Nation Government or In-SHUCK-ch Nation Public Institution, and for the purpose of applying that Act, “enactment” will include “In-SHUCK-ch Nation Law”.

PENALTIES

33. In-SHUCK-ch Nation Government may provide for the imposition of penalties, including fines, restitution, and imprisonment for the violation of In-SHUCK-ch Nation Law, within the limits set out for summary conviction offences in the *Criminal Code of Canada* or the *Offence*

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*Act*, except as set out in the Final Agreement.

REGISTRY OF IN-SHUCK-CH NATION LAW

34. In-SHUCK-ch Nation Government will:
- a. maintain a public registry of In-SHUCK-ch Nation Law in the English language and, at the discretion of In-SHUCK-ch Nation Government, in the Ucwalmicw language; and
  - b. provide Canada and British Columbia with copies of In-SHUCK-ch Nation Law as soon as practicable after they have been enacted.

INDIVIDUALS WHO ARE NOT IN-SHUCK-CH NATION CITIZENS

35. The Final Agreement and the Governance Agreement will provide opportunities or processes for consultation with, and participation by individuals who are not In-SHUCK-ch Nation Citizens, residing on or having a property interest in In-SHUCK-ch Nation Land, regarding decisions of the In-SHUCK-ch Nation Government and In-SHUCK-ch Nation Public Institutions that affect them.
36. In-SHUCK-ch Nation will provide that individuals residing on or having a property interest in In-SHUCK-ch Nation Land, who are not In-SHUCK-ch Nation Citizens, will have access to the appeal and review procedures under sections 30 to 32.

TRANSITIONAL PROVISIONS

37. The Final Agreement and Governance Agreement will include provisions for the transition from Douglas Indian Band, Samahquam Indian Band and Skatin Nations Indian Band to In-SHUCK-ch Nation.

## **CHAPTER 16 - LOCAL AND REGIONAL GOVERNMENT RELATIONSHIPS**

### **GENERAL**

1. To facilitate practical, cooperative and mutually beneficial relationships with local, regional and first nation governments or authorities, In-SHUCK-ch Nation may enter into agreements with such governments or authorities, including agreements that pertain to:
  - a. infrastructure planning, development and management;
  - b. the delivery of programs or services;
  - c. administration, training and capacity building;
  - d. land and resource planning and management;
  - e. financial administration and cost sharing;
  - f. dispute resolution mechanisms; and
  - g. other matters.
2. Relationships contemplated under section 1 will pursue the following fundamental principles:
  - a. mutual respect and understanding;
  - b. cooperation and flexibility;
  - c. harmonization and co-ordination of services and planning;
  - d. economies of scale; and
  - e. conflict avoidance and resolution.
3. Before the Final Agreement, In-SHUCK-ch Nation Interim Government may negotiate, with local, regional and first nation governments or authorities, with respect to the relationship with these governments or authorities contemplated under section 1.

### **AUTHORITY OF IN-SHUCK-CH NATION**

4. After the Effective Date, In-SHUCK-ch Nation will be responsible for the relationships with local, regional and first nation governments or authorities contemplated under section 1.

## CHAPTER 17 - CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

### CAPITAL TRANSFER

1. The Capital Transfer from Canada and British Columbia to In-SHUCK-ch Nation will be \$21 million and will be paid in accordance with the provisions of this chapter.
2. A provisional schedule of payments will be negotiated before the initialling of the Final Agreement such that:
  - a. the timing and amounts of payments in the provisional schedule of payments will provide for a first payment to In-SHUCK-ch Nation on the Effective Date and subsequent payments on each anniversary of the Effective Date;
  - b. the net present value of the amounts listed in the provisional schedule of payments will equal the amount set out in section 1; and
  - c. the net present value of the amounts listed in the provisional schedule of payments will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available before the initialling of the Final Agreement from the Department of Finance, Canada, less one-eighth of one percent.
3. A final schedule of payments will be determined three months before the Effective Date or as soon as the Effective Date is known, whichever date is closest to the Effective Date, in accordance with the following formula:

$$\text{FinalAmount} = \text{ProvisionalAmount} \times \left[ \frac{\text{EffectiveDateFDDIPI}}{\text{3rdQ2005FDDIPI}} \right]$$

Where,

“Final Amount” refers to each amount in the final schedule of payments;

“Provisional Amount” refers to the corresponding amount in the provisional schedule of payments;

“Effective Date FDDIPI” refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter before the Effective Date;

“3rdQ2005 FDDIPI” refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the 3<sup>rd</sup> quarter of the year 2005; and

the Effective Date FDDIPI and 3rdQ2005 FDDIPI values used will be the latest published values available from Statistics Canada three months before the Effective Date or as soon as the Effective Date is known, whichever date is closest to the Effective Date.

4. British Columbia and, subject to section 10, Canada, will make payments to In-SHUCK-ch Nation in accordance with the final schedule of payments determined in accordance with section 3.

### REVENUE SHARING

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5. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the sharing with In-SHUCK-ch Nation of agreed-upon revenues originating in British Columbia and flowing to Canada or British Columbia.

NEGOTIATION LOAN REPAYMENT

6. On the date of the initialling of the Final Agreement, Canada will determine the outstanding amount of negotiation loans made to, or assumed by, In-SHUCK-ch Nation, formerly known as In-SHUCK-ch Council, including any interest that may have accrued to that date, in accordance with the terms and conditions of any first nation negotiation support agreements or assumption agreements pertaining to such negotiation loans.
7. At the same time, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in section 6, such that the repayments will be proportional to the provisional schedule of payments referred to in section 2.
8. This provisional schedule will use an interest rate equal to the discount rate referred to in section 2.c.
9. A final schedule of loan repayment amounts will be determined three months before the Effective Date or as soon as the Effective Date is known, whichever date is closest to the Effective Date, by:
  - a. determining the amount of any additional negotiation loans made by Canada to In-SHUCK-ch Nation after the initialling of the Final Agreement and before the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with first nation negotiation support agreements and assumption agreements; and
  - b. prorating the additional amount in section 9.a over the provisional repayment schedule.
10. Canada may deduct any amounts due pursuant to the final schedule of loan repayments referred to in section 9 from Capital Transfer payments payable to In-SHUCK-ch Nation in accordance with section 4.
11. In-SHUCK-ch Nation may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in section 9.

## CHAPTER 18 - FISCAL RELATIONS

### FISCAL AGREEMENTS

1. Every five years, or other periods as may be agreed, the Parties will negotiate and attempt to reach agreement on an In-SHUCK-ch Nation Fiscal Agreement which will set out:
  - a. those programs and services, to be made available by In-SHUCK-ch Nation to In-SHUCK-ch Nation Citizens and, where applicable, all other occupants of In-SHUCK-ch Nation Land, for which Canada or British Columbia, or both, will provide funding ("Agreed-Upon Programs and Services");
  - b. the amounts of the funding to be provided by Canada or British Columbia, or both, to support the provision of the Agreed-Upon Programs and Services;
  - c. how the funding will be provided; and
  - d. other matters as the Parties may agree.
2. In negotiating In-SHUCK-ch Nation Fiscal Agreements in respect of the Agreed-Upon Programs and Services, the Parties will take into account the following:
  - a. the financial resources to support In-SHUCK-ch Nation in providing, either directly, or indirectly, such as through purchase or joint delivery arrangements, agreed-upon programs and services reasonably comparable to programs and services available in aboriginal and non-aboriginal communities of similar size and circumstance in South-Western British Columbia;
  - b. opportunities for economies of scale, such as cooperative arrangements with other governments, first nations or existing service providers, in order to achieve efficiency and effectiveness in the provision of agreed-upon programs and services;
  - c. affordability in relation to prevailing federal, provincial and In-SHUCK-ch Nation fiscal policies;
  - d. the desirability of reasonably stable, predictable and flexible funding arrangements;
  - e. existing levels of federal and provincial funding provided to In-SHUCK-ch Nation;
  - f. In-SHUCK-ch Nation's own source revenue capacity determined in accordance with this chapter;
  - g. the costs of operating In-SHUCK-ch Nation Government;
  - h. adjustments to base funding, such as price and volume, which may include consideration of the number of In-SHUCK-ch Nation Citizens; and
  - i. other matters agreed to by the Parties.
3. Until the first Fiscal Agreement comes into effect, In-SHUCK-ch Nation will continue to receive federal and provincial funding if In-SHUCK-ch Nation meets the funding criteria and terms and conditions of programs in effect from time to time.

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4. If the Parties do not reach a further Fiscal Agreement by the expiry date of a Fiscal Agreement, the Fiscal Agreement will continue in effect for two years from its original expiry date, or for any other period that the Parties may agree while they attempt to reach a further Fiscal Agreement.
  5. Setting out In-SHUCK-ch Nation Government authorities, including law-making authorities in the Final Agreement, will not create or imply any financial obligations or service responsibility for any Party.
  6. In negotiating a Fiscal Agreement, the Parties will consider procedures for:
    - a. negotiating subsequent Fiscal Agreements;
    - b. assuming or transferring responsibility for the provision of agreed-upon programs and services for the term of the Fiscal Agreement;
    - c. negotiating the addition of programs and services within the term of the Fiscal Agreement;
    - d. payment of funds to In-SHUCK-ch Nation under the Fiscal Agreement;
    - e. the collection and exchange of information, including statistical information, to facilitate the implementation of the Fiscal Agreement;
    - f. dispute resolution in relation to the Fiscal Agreement;
    - g. the accountability of In-SHUCK-ch Nation to the funding governments; and
    - h. other procedures agreed to by the Parties.
  7. In negotiating the first Fiscal Agreement, the Parties will take into account, in addition to section 2, the following:
    - a. the start-up costs of operating the In-SHUCK-ch Nation Government under the Final Agreement; and
    - b. the level and condition of agreed-upon physical community infrastructure assets and the management, maintenance and replacement costs of those assets over time.
  8. Unless the Parties otherwise agree, they will initial the first Fiscal Agreement no later than the date that the Final Agreement is initialled and the first Fiscal Agreement will come into effect on the Effective Date of the Final Agreement.
  9. Any Fiscal Agreement or own source revenue agreement among the Parties will not:
    - a. be part of the Final Agreement;
    - b. be a treaty or land claims agreement; or
    - c. recognize or affirm any rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
  10. Any amounts required for the purposes of a Fiscal Agreement or any other funding agreement are subject to appropriations by the Parliament of Canada or the Legislative Assembly of British Columbia for those purposes.
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IN-SHUCK-CH NATION REVENUE

11. In-SHUCK-ch Nation will contribute to the funding of Agreed-Upon Programs and Services from its own source revenues and it is the shared objective of the Parties that, as In-SHUCK-ch Nation's own source revenues increase, In-SHUCK-ch Nation's reliance on transfers will be reduced.
12. In-SHUCK-ch Nation's own source revenue capacity will not be taken into account so as to unreasonably reduce the incentive for In-SHUCK-ch Nation to raise revenues.
13. Before initialling the Final Agreement, the Parties will explore the issue of reasonably equitable treatment as it relates to In-SHUCK-ch Nation commercial activities and other commercial activities in British Columbia.
14. Before initialling the Final Agreement, the Parties will set out in a Fiscal Agreement or an own source revenue agreement:
  - a. a definition of own source revenue capacity; and
  - b. how and when own source revenue capacity will be taken into account to determine the amount of funding provided by Canada or British Columbia, or both, under the Fiscal Agreement.
15. In calculating In-SHUCK-ch Nation's own source revenue capacity, all In-SHUCK-ch Nation revenues will be included except for the following:
  - a. capital transfer payments under the Final Agreement;
  - b. any federal or provincial payments under Fiscal Agreements;
  - c. proceeds from the sale of In-SHUCK-ch Nation Land; and
  - d. other matters agreed to by the Parties in the Final Agreement.
16. There is an outstanding issue among the Parties with respect to federal and provincial payments that are made outside of Fiscal Agreements. The Parties will agree on the own source revenue treatment of these payments before conclusion of the Final Agreement.
17. Before the initialling of the Final Agreement, the Parties will negotiate and specify a schedule for phasing in, over a number of years, the own source revenue capacity of In-SHUCK-ch Nation that is taken into account in determining the funding amount to be transferred by Canada or British Columbia, or both, to In-SHUCK-ch Nation under a Fiscal Agreement.

OTHER

18. Before the Final Agreement, the Parties will determine whether the provisions of this chapter will be placed in the Final Agreement or in another agreement.



## CHAPTER 19 - TAXATION

### TAXATION POWERS

1. In this chapter:

“Direct” has the same meaning, for the purpose of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*;

“Person” includes an individual, a partnership, a corporation, a trust, an unincorporated association or other entity or government or any agency or political subdivision thereof, and their heirs, executors, administrators and other legal representatives.
2. In-SHUCK-ch Nation Government may make laws in relation to:
  - a. Direct taxation of In-SHUCK-ch Nation Citizens, on In-SHUCK-ch Nation Land, in order to raise revenue for In-SHUCK-ch Nation Government purposes; and
  - b. the implementation of any taxation agreement entered into between it and Canada or British Columbia.
3. In-SHUCK-ch Nation Government powers under section 2 will not limit the taxation powers of Canada or British Columbia.
4. Any In-SHUCK-ch Nation Law made under this chapter, or any exercise of power by In-SHUCK-ch Nation, is subject to and will conform with Canada’s international legal obligations respecting taxation.

### OTHER TAXATION POWERS AGREEMENTS

5. From time to time Canada or British Columbia, may, at the request of In-SHUCK-ch Nation, enter into negotiations and attempt to reach a taxation agreement with In-SHUCK-ch Nation in relation to the following matters:
  - a. the manner in which taxation by In-SHUCK-ch Nation will be coordinated with existing federal and provincial tax systems; and
  - b. the extent to which In-SHUCK-ch Nation may enact laws for the direct taxation of persons on In-SHUCK-ch Nation Land who are not In-SHUCK-ch Nation Citizens.
6. Before the Final Agreement, In-SHUCK-ch Nation and British Columbia will negotiate and attempt to reach agreement on the terms and conditions:
  - a. upon which In-SHUCK-ch Nation will have authority to impose real property tax on all Persons in respect of those Persons’ interests in In-SHUCK-ch Nation Land; and
  - b. to relieve all Persons from real property taxation imposed under authority of British Columbia in respect of their interests in In-SHUCK-ch Nation Land.

### IN-SHUCK-CH NATION LAND

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7. In-SHUCK-ch Nation will not be subject to taxation of In-SHUCK-ch Nation Land, or interests in those lands, on which there are no improvements or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

*INDIAN ACT* TRANSITION

8. Before the Final Agreement, the Parties agree to negotiate transitional tax measures to address the fact that section 87 of the *Indian Act* will no longer apply after the Effective Date. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements in principle, or in other land claim or self-government final agreements negotiated with other aboriginal groups in British Columbia.

IN-SHUCK-CH NATION CAPITAL

9. A transfer or recognition of ownership of In-SHUCK-ch Nation Capital under the Final Agreement is not taxable.
10. For the purposes of section 9, an amount paid to an In-SHUCK-ch Nation Citizen will be deemed to be a transfer of In-SHUCK-ch Nation Capital under the Final Agreement if the payment:
- a. reasonably can be considered to be a distribution of the Capital Transfer received by In-SHUCK-ch Nation; and
  - b. becomes payable to the In-SHUCK-ch Nation Citizen within 90 days, and is paid to the In-SHUCK-ch Nation Citizen within 270 days, after In-SHUCK-ch Nation receives the Capital Transfer.
11. For the purposes of the *Income Tax Act* and the *Income Tax Act* (British Columbia), In-SHUCK-ch Nation Capital transferred to, or recognized as owned by, In-SHUCK-ch Nation under the Final Agreement will be deemed to have been acquired by In-SHUCK-ch Nation on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value at that date.

TAXATION TREATMENT AGREEMENT

12. Before the Final Agreement, the Parties will enter into a taxation treatment agreement that will take effect on the Effective Date.
13. In addition to sections 14 to 17, the Parties will negotiate and attempt to reach agreement on the following elements to be included in a Taxation Treatment Agreement:
- a. the tax treatment of In-SHUCK-ch Nation Government, including any subsidiary, in respect of federal and provincial sales taxes; and
  - b. any other taxation related matter that the Parties agree to include in the Taxation Treatment Agreement.
14. For the purposes of section 149(1)(c) of the *Income Tax Act*, In-SHUCK-ch Nation Government will be deemed to be a public body performing a function of government in Canada.

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15. For the purposes of sections 149(1)(d) to 149(1)(d.6) and sections 149(1.1) to 149 (1.3) of the *Income Tax Act*, In-SHUCK-ch Nation Government will be deemed to be a municipality in Canada.
16. In-SHUCK-ch Nation Government will be deemed to be a qualified donee for the purposes of the *Income Tax Act*.
17. In-SHUCK-ch Nation Government will be treated as a public authority designated pursuant to section 32(2) of the *Cultural Property Export and Import Act*, and any non-profit organization established by the In-SHUCK-ch Nation Government to receive, store and display cultural objects will be treated as an institution designated under that section of that Act, if the In-SHUCK-ch Nation Government or the non-profit organization, as the case may be:
  - a. has
    - i. a facility that meets the environmental requirements of the Minister of Canadian Heritage in respect of long term storage and display of cultural objects; or
    - ii. the use, by virtue of an agreement with a public authority or an institution, as the case may be, that is designated under section 32(2) of the *Cultural Property Export and Import Act*, of a facility that meets the environmental requirements of the Minister of Canadian Heritage, until such time as the In-SHUCK-ch Nation Government or the non-profit organization has a facility that meets those requirements; and
  - b. uses either facility to store or display cultural objects, including any that are donated to it and that are included in 'total cultural gifts' within the meaning of section 118.1(1) of the *Income Tax Act* for purposes of computing the income tax liability of the donor.

OTHER

18. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement to determine the placement of the provisions in this chapter in the Final Agreement or in any other agreement.
19. Any tax administration or Taxation Treatment Agreements negotiated under sections 5, 6 or 12 will not:
  - a. be part of the Final Agreement;
  - b. be a treaty or land claims agreement; or
  - c. recognize or affirm any rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

**CHAPTER 20 - APPROVAL OF THE AGREEMENT-IN-PRINCIPLE**

**APPROVAL PROCESS**

1. This Agreement will be submitted to the Parties for approval after it has been initialled by the chief negotiators for the Parties.
2. In-SHUCK-ch Nation will have approved this Agreement when it is signed by the In-SHUCK-ch Nation Chiefs, after a community approval process.
3. British Columbia will have approved this Agreement when it is signed by a Minister authorized to do so by the provincial Cabinet.
4. Canada will have approved this Agreement when it is signed by a Minister authorized to do so by the federal Cabinet.
5. This Agreement is not legally binding.

## CHAPTER 21 - ELIGIBILITY AND ENROLMENT

### ELIGIBILITY CRITERIA

1. An individual will be eligible for enrolment under the Final Agreement if that individual:
  - a. is of In-SHUCK-ch Nation ancestry;
  - b. is listed or entitled to be listed, as a band member on the Douglas Indian Band, Samahquam Indian Band or Skatin Nations Indian Band list as of the day before the Effective Date;
  - c. was adopted as a child under laws recognized in Canada or by In-SHUCK-ch Nation custom by an individual eligible for enrolment; or
  - d. is a descendant of an individual eligible for enrolment under sections 1.a to 1.c
2. Before the Final Agreement, the Parties will agree on definitive eligibility criteria.
3. Enrolment under the Final Agreement will not:
  - a. confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or
  - b. except as set out in the Final Agreement, or in any Federal or Provincial Law, impose any obligation on Canada or British Columbia to provide rights or benefits.

### APPLICATIONS FOR ENROLMENT

4. An Applicant may:
  - a. apply to the Enrolment Committee for enrolment;
  - b. appeal a decision of the Enrolment Committee to the Enrolment Appeal Board; and
  - c. seek judicial review of a decision of the Enrolment Appeal Board on the Applicant's own behalf, or on behalf of a Minor or an adult whose affairs the Applicant has legal authority to manage.
5. The burden of applying and demonstrating eligibility is on the Applicant.

### OTHER LAND CLAIMS AGREEMENTS

6. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual who is enrolled under another land claims agreement in Canada will not at the same time be enrolled under the Final Agreement.
7. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement in Canada may apply to be enrolled if the Applicant notifies the Enrolment Committee, upon application, that the Applicant is a member of a Band that is a signatory to a treaty or is enrolled under another land claims agreement.

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8. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement who meets the Eligibility Criteria, will be notified in writing by the Enrolment Committee that the Applicant has been conditionally enrolled.
  9. Within 60 days after the Effective Date or within 60 days of receiving written notification from the Enrolment Committee, whichever is later, an Applicant who has been conditionally enrolled under section 8, will provide written evidence to the Enrolment Committee to demonstrate that the Applicant has withdrawn from the other land claims agreement, or membership in a Band if applicable, or the Enrolment Committee will remove the Applicant's name from the Enrolment Register.
  10. Enrolment will be effective when the Applicant ceases to be entitled to the other treaty benefits as a member of the Band entitled to treaty benefits or to be enrolled under the other land claims agreement.

ENROLMENT COMMITTEE

11. The Enrolment Committee will be established by Douglas Indian Band, Samahquam Indian Band and Skatin Nations Indian Band at a time agreed upon by the Parties, and will be comprised of a total of seven representatives appointed by Douglas Indian Band, Samahquam Indian Band and Skatin Nations Indian Band.
  12. In-SHUCK-ch Nation Interim Government will notify Canada and British Columbia of the members of the Enrolment Committee as soon as practicable upon their appointment.
  13. The Enrolment Committee will:
    - a. establish enrolment procedures and time limits;
    - b. take reasonable steps to notify individuals, who are potentially eligible to be enrolled, of the Eligibility Criteria and application procedures;
    - c. receive enrolment applications, consider each application, request further information if required, enrol before Ratification Vote Date the Applicants who meet the Eligibility Criteria, and maintain a record of those decisions;
    - d. establish and maintain, as public documents, a record of its decisions and an Enrolment Register;
    - e. publish its procedures, including a list of the documentation and information required of each Applicant;
    - f. publish the Eligibility Criteria, provide information on the enrolment process and provide application forms to any individual who wishes to apply for enrolment;
    - g. notify in writing each Applicant and the Parties of its decision and, if enrolment is refused, provide written reasons;
    - h. provide information with respect to an Applicant's enrolment application, in confidence, on request to the Parties and the Enrolment Appeal Board;
    - i. add names to, delete names from or amend names on the Enrolment Register in accordance with this chapter and decisions of the Enrolment Appeal Board;
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- j. unless otherwise provided in this chapter, keep information provided by and about Applicants confidential; and
  - k. provide a true copy of the Enrolment Register to the Parties.
- 14. After a decision by the Enrolment Committee during the Initial Enrolment Period, the Applicant may submit new information to the Enrolment Committee.
  - 15. The Enrolment Committee may, before an appeal of a decision is commenced, vary the decision on the basis of new information, if it considers the decision was in error.
  - 16. If the Enrolment Committee fails to decide upon an application for enrolment within the time established in its procedures, the application will be deemed to be refused and the failure to decide will constitute grounds for appeal to the Enrolment Appeal Board.
  - 17. No action lies or may be commenced against the Enrolment Committee or any member of the Enrolment Committee, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this chapter.
  - 18. Subject to this chapter, all decisions of the Enrolment Committee will be final and binding.

**ENROLMENT APPEAL BOARD**

- 19. In-SHUCK-ch Nation and Canada will establish the Enrolment Appeal Board at a date agreed upon by the Parties.
- 20. In-SHUCK-ch Nation and Canada will each appoint one member to the Enrolment Appeal Board and will jointly select a chairperson.
- 21. A member of the Enrolment Committee cannot also be a member of the Enrolment Appeal Board.
- 22. An Applicant, an agent on behalf of the Applicant, or a Party may appeal by written notice to the Enrolment Appeal Board:
  - a. any decision of the Enrolment Committee made under sections 13.c or 15; and
  - b. any application that is deemed to be refused under section 16.
- 23. The Enrolment Appeal Board will:
  - a. establish its own procedures and time limits;
  - b. hear and determine any appeal brought under section 22;
  - c. conduct its hearings in public unless it determines in a particular case that there are reasons for confidentiality that outweigh the public interest in having an open hearing; and
  - d. provide written reasons for its decisions to the Applicant, or agents on behalf of the Applicant, the Enrolment Committee, and the Parties.
- 24. The Final Agreement will provide that on the Effective Date, the Enrolment Appeal Board may:

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- a. by summons require any person to appear before the Enrolment Appeal Board as a witness and produce any relevant document in their possession; and
  - b. direct any witness to answer on oath or solemn affirmation any relevant question posed to the witness.
- 25. The Final Agreement will provide that on the Effective Date, if a person fails to comply with a summons or direction of the Enrolment Appeal Board made under section 24, on application by the Enrolment Appeal Board, a judge of the Supreme Court of British Columbia may enforce the direction.
- 26. Any Applicant, Party or witness appearing before the Enrolment Appeal Board may be represented by counsel or an agent.
- 27. No action lies or may be commenced against the Enrolment Appeal Board, or any member of the Enrolment Appeal Board, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this chapter.
- 28. Subject to sections 32 to 35, all decisions of the Enrolment Appeal Board will be final and binding.

ENROLMENT AFTER THE INITIAL ENROLMENT PERIOD

- 29. The Enrolment Committee and the Enrolment Appeal Board will be dissolved when they have rendered decisions in respect of those applications or appeals commenced before the end of the Initial Enrolment Period.
- 30. On the Effective Date, In-SHUCK-ch Nation will:
  - a. be responsible for an enrolment process, including the application of the Eligibility Criteria and the administrative costs of that process;
  - b. maintain the Enrolment Register;
  - c. provide a true copy of the Enrolment Register to Canada and British Columbia each year or as otherwise requested by Canada or British Columbia; and
  - d. provide information respecting enrolment to Canada or British Columbia upon request.
- 31. On dissolution, the Enrolment Committee and Enrolment Appeal Board will provide their records to In-SHUCK-ch Nation and to Canada or British Columbia upon request.

JUDICIAL REVIEW

- 32. An Applicant or a Party may apply to the Supreme Court of British Columbia for judicial review of a decision of the Enrolment Appeal Board, or any body established by In-SHUCK-ch Nation to undertake the responsibilities under section 30.a, on the grounds that the Enrolment Appeal Board or body:
  - a. acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;
  - b. failed to observe procedural fairness;



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- c. erred in law; or
  - d. based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.
33. On an application for judicial review under section 32, the Supreme Court of British Columbia may either dismiss the application, or set aside the decision and refer the matter back to the Enrolment Appeal Board or any body established by In-SHUCK-ch Nation to undertake the responsibilities under section 30.a, for determination in accordance with such directions as the court considers appropriate.
34. If the Enrolment Appeal Board, or any body established by In-SHUCK-ch Nation to undertake the responsibilities under section 30.a, refuses or fails to hear or decide an appeal within a reasonable time, an Applicant or a Party may apply to the Supreme Court of British Columbia for an order directing the Board or body to hear or decide the appeal in accordance with such directions as the court considers appropriate.
35. An Applicant or Party may apply for judicial review within 60 days of notification of the decision of the Enrolment Appeal Board or a longer time that may be determined by the court.

COSTS

36. Before the Initial Enrolment Period, Canada and British Columbia will provide an agreed amount of funding for the In-SHUCK-ch Nation Enrolment Committee and the Enrolment Appeal Board.
37. The Enrolment Committee and the Enrolment Appeal Board will operate within their approved budgets.
38. After the Initial Enrolment Period, In-SHUCK-ch Nation will bear its own costs associated with enrolment.

## **CHAPTER 22 - RATIFICATION OF THE FINAL AGREEMENT**

### **GENERAL**

1. The Final Agreement will be legally binding once ratified by all of the Parties in accordance with this chapter.
2. The Final Agreement will be submitted to the Parties for ratification in accordance with this chapter after it has been initialled by chief negotiators for Canada, British Columbia, and In-SHUCK-ch Nation.

### **RATIFICATION BY IN-SHUCK-CH NATION**

3. Ratification of the Final Agreement by In-SHUCK-ch Nation requires:
  - a. that In-SHUCK-ch Nation eligible voters have a reasonable opportunity to review the Final Agreement;
  - b. a vote, by way of a secret ballot, conducted by the Ratification Committee, on behalf of In-SHUCK-ch Nation, as set out in section 5;
  - c. that at least 50 percent plus one of eligible voters of In-SHUCK-ch Nation vote in favour of the Final Agreement;
  - d. ratification of the In-SHUCK-ch Nation Constitution through the process set out in the Final Agreement; and
  - e. that the Final Agreement be signed by the authorized representatives of In-SHUCK-ch Nation.
4. The Parties will establish a Ratification Committee, with representation from each of the Parties, to be responsible for the ratification process of In-SHUCK-ch Nation set out in the Final Agreement.
5. Conduct of the ratification process for In-SHUCK-ch Nation by the Ratification Committee requires the following steps:
  - a. preparing and publishing a preliminary list of voters for In-SHUCK-ch Nation based on the information provided by the Enrolment Committee under section 13 of the Eligibility and Enrolment chapter;
  - b. ensuring In-SHUCK-ch Nation has provided its eligible voters a reasonable opportunity to review the Final Agreement;
  - c. preparing and publishing an official voters list for In-SHUCK-ch Nation at least 45 days before the first day of general voting in In-SHUCK-ch Nation's ratification vote by:
    - i. determining whether or not each individual whose name is provided to it by the Enrolment Committee is eligible to vote in In-SHUCK-ch Nation's ratification vote, and
    - ii. including on that list the name of each individual whom the Ratification Committee determines to be eligible to vote in In-SHUCK-ch Nation's ratification vote under

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section 6;

- d. updating the official voters list for In-SHUCK-ch Nation by:
    - i. at any time before the end of general voting, adding to the official voters list of In-SHUCK-ch Nation the name of each individual whom the Ratification Committee determines to be eligible to vote in In-SHUCK-ch Nation's ratification vote under section 6,
    - ii. adding to the official voters list of In-SHUCK-ch Nation the name of each individual who votes in the ratification vote of In-SHUCK-ch Nation under section 7 and whose vote counts under section 8,
    - iii. removing from the official voters list of In-SHUCK-ch Nation the name of each individual who died on or before the last day of voting without having voted,
    - iv. removing from the official voters list of In-SHUCK-ch Nation the name of each individual who did not vote in the ratification vote of In-SHUCK-ch Nation and who provides, by the close of polls on the last scheduled day of voting in the ratification vote, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for general voting, and
    - v. removing from the official voters list of In-SHUCK-ch Nation the name of each individual who has applied, or on whose behalf application has been made, by the close of polls on the last scheduled day of voting in the ratification vote of In-SHUCK-ch Nation, to have his or her name removed from the Enrolment Register of In-SHUCK-ch Nation by the Enrolment Committee under section 13.i of the Eligibility and Enrolment chapter, provided the individual has not already voted;
  - e. approving the form and content of the ballot to be used at In-SHUCK-ch Nation's ratification vote;
  - f. authorizing and providing general direction to voting officers to be employed in the conduct of In-SHUCK-ch Nation's ratification vote, including the establishment of polling stations and rules that may include advance polling;
  - g. conducting each vote on a day or days determined by In-SHUCK-ch Nation in all polling stations established by the Ratification Committee;
  - h. ensuring that the date of the vote and location of the polling stations be made publicly available; and
  - i. counting each vote.
6. An eligible voter will be a person who:
- a. is included on the Enrolment Register; and
  - b. is at least 18 years of age on the last day of voting.
7. An individual whose name is not included on the official voters list may vote in the In-SHUCK-ch Nation ratification vote if that individual:
- a. provides the voting officer with:
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- i. a completed enrolment application form, or
    - ii. evidence satisfactory to the voting officer that the individual has submitted an enrolment application form to the Enrolment Committee;
  - b. provides the voting officer with evidence satisfactory to the voting officer that the individual meets the requirement in section 6.b; and
  - c. declares in writing that the individual meets the Eligibility Criteria.
8. The ballot of an individual who votes under section 7 will count in determining the outcome of the ratification vote of In-SHUCK-ch Nation only if the Enrolment Committee notifies the Ratification Committee within 30 days of the last day of voting of the ratification that the individual meets the eligibility criteria under section 6.b.

RATIFICATION BY CANADA

9. Ratification of the Final Agreement by Canada requires:
- a. that the Final Agreement be signed by a Minister authorized to do so by the federal Cabinet; and
  - b. the coming into force of federal legislation giving effect to the Final Agreement.

RATIFICATION BY BRITISH COLUMBIA

10. Ratification of the Final Agreement by British Columbia requires:
- a. that the Final Agreement be signed by a Minister authorized to do so by the provincial Cabinet; and
  - b. the coming into force of provincial legislation giving effect to the Final Agreement.

RATIFICATION OF THE IN-SHUCK-CH NATION CONSTITUTION

11. Ratification of the In-SHUCK-ch Nation Constitution by eligible voters requires:
- a. that eligible voters have a reasonable opportunity to review the In-SHUCK-ch Nation Constitution;
  - b. a vote, by way of a secret ballot; and
  - c. that at least 50 percent plus one of eligible voters vote in favour of adopting the In-SHUCK-ch Nation Constitution.

## CHAPTER 23 - INDIAN ACT TRANSITION

### GENERAL

1. The Final Agreement will provide that the *Indian Act* applies with any modifications that the circumstances require to the estate of a person who died testate or intestate before the Effective Date and who, at the time of death, was a member of an In-SHUCK-ch Indian Band.
2. Before the Effective Date, Canada will take reasonable steps to:
  - a. notify in writing all members of an In-SHUCK-ch Indian Band who have deposited wills with the Minister; and
  - b. provide information to persons who may be eligible to be enrolled under the Final Agreement,that their wills may not be valid after the Effective Date and that their wills should be reviewed to ensure validity under Provincial Law.
3. The Final Agreement will provide that section 51 of the *Indian Act* applies, with any modifications that the circumstances require, to the property and estate of an In-SHUCK-ch Nation Citizen:
  - a. who was “a mentally incompetent Indian” as defined in the *Indian Act* immediately before the Effective Date; and
  - b. whose property and estate was under the authority of the Minister under section 51 of the *Indian Act* immediately before the Effective Date,until he or she is no longer a “mentally incompetent Indian”.
4. Sections 52, 52.2, 52.3, 52.4 and 52.5 of the *Indian Act* apply, with any modifications that the circumstances require, to the administration of any property to which an In-SHUCK-ch Nation Citizen who is an infant child of an Indian is entitled, if the Minister was administering that property under the *Indian Act* immediately before the Effective Date, until the duties of the Minister in respect of the administration have been discharged.

### CONTINUATION OF INDIAN ACT BYLAWS

5. The bylaws of an In-SHUCK-ch Indian Band that were in effect immediately before the Effective Date, have effect for six months after the Effective Date on In-SHUCK-ch Nation Land of the applicable In-SHUCK-ch Indian Band whose In-SHUCK-ch Nation Government replaces the band council that made the bylaw.
6. The relationship between a bylaw referred to in section 5, and Federal and Provincial Law, will be governed by the provisions of the Final Agreement governing the relationship between In-SHUCK-ch Nation Law and Federal and Provincial Law in respect of the subject matter of the bylaw.
7. In-SHUCK-ch Nation Government may repeal, but not amend, a bylaw referred to in section 5.
8. Nothing in the Final Agreement will preclude a person from challenging the validity of a

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bylaw referred to in section 5.

TRANSFER OF BAND ASSETS

9. Subject to the Final Agreement, on the Effective Date, all of the rights, titles, interests, assets, obligations and liabilities of the In-SHUCK-ch Indian Bands will vest in In-SHUCK-ch Nation and the In-SHUCK-ch Indian Bands will cease to exist.

## CHAPTER 24 - IMPLEMENTATION

### GENERAL

1. The Parties will, before initialling the Final Agreement, conclude an implementation plan that will take effect on the Effective Date and have a term of ten years.

### IMPLEMENTATION PLAN

2. The implementation plan for the Final Agreement will:
  - a. identify the obligations in the Final Agreement, the activities to be undertaken to fulfill these obligations, the responsible Party and the timeframe for the completion of activities;
  - b. specify how the implementation plan may be amended;
  - c. specify how the implementation plan may be renewed or extended; and
  - d. address other matters agreed to by the Parties.
3. The implementation plan will not:
  - a. form part of the Final Agreement;
  - b. be a treaty or land claims agreement;
  - c. recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
  - d. create legal obligations;
  - e. alter any rights or obligations set out in the Final Agreement;
  - f. preclude any Party from asserting that rights or obligations exist under the Final Agreement even though they are not referred to in the implementation plan; or
  - g. be used to interpret the Final Agreement.

### IMPLEMENTATION WORKING GROUP

4. The Parties agree to establish a tripartite implementation working group during Final Agreement negotiations which will:
  - a. be responsible for the development of an implementation plan before initialling the Final Agreement; and
  - b. be responsible for the development of a list of activities that the Parties must complete by the Effective Date.

### IMPLEMENTATION COMMITTEE

5. On the Effective Date, the Parties will establish a tripartite implementation committee.

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6. The implementation committee will have a term of ten years, which may be renewed or extended upon agreement by the Parties.
7. The Parties will each appoint one member as their representative to the implementation committee.
8. The implementation committee will:
  - a. establish its own procedures and operating guidelines;
  - b. develop a communications strategy in respect of the implementation and content of the Final Agreement;
  - c. provide a forum for the Parties to discuss the implementation of the Final Agreement;
  - d. provide for the preparation of annual reports on the implementation of the Final Agreement; and
  - e. before the expiry of the implementation plan, advise the Parties on the further implementation of the Final Agreement and recommend whether the implementation plan may be renewed or extended.



## CHAPTER 25 - DISPUTE RESOLUTION

### GENERAL

1. The Parties agree that:
  - a. the provisions of this chapter and Appendix K-1 to K-6 will be adopted in the Final Agreement;
  - b. any reference to “this Agreement” in this chapter will be deemed to be a reference to the Final Agreement; and
  - c. “Appendix” means Appendix K-1, K-2, K-3, K-4, K-5 or K-6 to this Agreement.
2. In this chapter, and in each Appendix, a Party is deemed to be directly engaged in a disagreement if another Party, acting reasonably, gives the first Party a written notice requiring it to participate in a process described in this chapter to resolve the disagreement.
3. The Parties share the following objectives:
  - a. to cooperate with each other to develop harmonious working relationships;
  - b. to prevent or minimize disagreements;
  - c. to identify disagreements quickly and resolve them in the most expeditious and cost-effective manner possible; and
  - d. to resolve disagreements in a non-adversarial, collaborative and informal atmosphere.
4. Except as otherwise provided, participating Parties may agree to vary a procedural requirement contained in this chapter or in an Appendix, as it applies to a particular disagreement.
5. Participating Parties may agree to, and the Supreme Court of British Columbia may order, on application:
  - a. the abridgment of a time limit; or
  - b. the extension of a time limit, despite the expiration of that time limit,in this chapter or in an Appendix.

### SCOPE: WHEN THIS CHAPTER APPLIES TO A DISAGREEMENT

6. This chapter is not intended to apply to all conflicts or disputes between or among the Parties, but is limited to the conflicts or disputes described in section 7.
7. This chapter only applies to:
  - a. a conflict or dispute respecting:
    - i. the interpretation, application, or implementation of this Agreement,

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- ii. a breach or anticipated breach of this Agreement;
  - b. a conflict or dispute, where provided for in this Agreement; or
  - c. negotiations required to be conducted under any provision of this Agreement that provides that the Parties, or any of them, “will negotiate and attempt to reach agreement”.
- 8. This chapter does not apply to:
  - a. an agreement between or among the Parties that is ancillary, subsequent or supplemental to this Agreement unless the Parties have agreed that this chapter applies to that agreement;
  - b. the implementation plan; or
  - c. conflicts or disputes, where excluded from this chapter.
- 9. Nothing in this chapter limits the application of a dispute resolution process, under any Federal or Provincial Law, to a conflict or dispute involving a person if that conflict or dispute is not a disagreement.
- 10. Nothing in any Federal or Provincial Law limits the right of a Party to refer a disagreement to this chapter.

DISAGREEMENTS TO GO THROUGH STAGES

- 11. The Parties desire and expect that most disagreements will be resolved by informal discussions between or among the Parties, without the necessity of invoking this chapter.
- 12. Subject to the provisions of this Agreement, disagreements not resolved informally will progress, until resolved, through the following stages:
  - a. Stage One: formal, unassisted efforts to reach agreement between or among the Parties, in collaborative negotiations under Appendix K-1;
  - b. Stage Two: structured efforts to reach agreement between or among the Parties with the assistance of a neutral, who has no authority to resolve the dispute, in a facilitated process under Appendix K-2, K-3, K-4, or K-5 as applicable; and
  - c. Stage Three: final adjudication in arbitral proceedings under Appendix K-6, or in judicial proceedings.
- 13. Except as otherwise provided, no Party may refer a disagreement to final adjudication in Stage Three without first proceeding through Stage One and a facilitated process in Stage Two as required in this chapter.
- 14. Nothing in this chapter prevents a Party from commencing arbitral or judicial proceedings at any time:
  - a. to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or
  - b. to obtain interlocutory or interim relief that is otherwise available pending resolution of the disagreement under this chapter.

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STAGE ONE: COLLABORATIVE NEGOTIATIONS

15. If a disagreement is not resolved by informal discussion and a Party directly engaged in the disagreement wishes to invoke this chapter, that Party will deliver a written notice as required under Appendix K-1, as soon as practicable to the other Parties, requiring the commencement of collaborative negotiations.
16. Upon receiving the notice under section 15, a Party directly engaged in the disagreement will participate in the collaborative negotiations.
17. A Party not directly engaged in the disagreement may participate in the collaborative negotiations by giving written notice to the other Parties, preferably before the collaborative negotiations commence.
18. If the Parties have commenced negotiations in the circumstances described in section 7.c then, for all purposes under this chapter, those negotiations will be deemed collaborative negotiations and the particular matter under negotiation will be considered a disagreement.
19. Collaborative negotiations terminate in the circumstances set out in Appendix K-1.

STAGE TWO: FACILITATED PROCESSES

20. Within 15 days of termination of collaborative negotiations that have not resolved the disagreement, a Party directly engaged in a disagreement, by delivering a notice to the other Parties, may require the commencement of a facilitated process.
  21. A notice under section 20:
    - a. will include the name of the Party or Parties directly engaged in the disagreement and a summary of the particulars of the disagreement; and
    - b. may propose the use of a particular facilitated process described in section 24.
  22. Upon receiving a notice under section 20, a Party directly engaged in the disagreement will participate in a facilitated process described in section 24.
  23. A Party not directly engaged in the disagreement may participate in the facilitated process by giving written notice to the other Parties within 15 days of delivery of a notice under section 20.
  24. Within 30 days after delivery of a notice under section 20, the Parties directly engaged in the disagreement will attempt to agree to use one of the following processes:
    - a. mediation under Appendix K-2;
    - b. technical advisory panel under Appendix K-3;
    - c. neutral evaluation under Appendix K-4;
    - d. elders advisory council under Appendix K-5; or
    - e. any other non-binding dispute resolution process assisted by a neutral;and if they fail to agree, they will be deemed to have selected mediation under Appendix K-2.
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25. A facilitated process terminates:
- a. in the circumstances set out in the applicable Appendix; or
  - b. as agreed by the participating Parties, if an Appendix does not apply.

NEGOTIATING CONDITIONS

26. In order to enhance the prospect of reaching agreement, the Parties participating in collaborative negotiations or a negotiation component of a facilitated process will:
- a. at the request of a participating Party, provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated;
  - b. make every reasonable effort to appoint negotiating representatives with sufficient authority to reach an agreement, or with ready access to such authority; and
  - c. negotiate in good faith.

SETTLEMENT AGREEMENT

27. Any agreement reached in a process under this chapter:
- a. will be:
    - i. recorded in writing;
    - ii. signed by authorized representatives of the Parties to the agreement;
    - iii. delivered to all Parties; and
  - b. is binding only on the Parties who have signed the agreement.

STAGE THREE: ARBITRATION AND ADJUDICATION

STAGE THREE: ARBITRATION

28. Subject to section 29, disagreements not otherwise settled under Stages One and Two of this chapter, will be referred to and finally resolved by arbitration only if the disagreement arises out of any provision of this Agreement that provides that a matter will be “finally determined by arbitration” and a Party directly engaged in the disagreement delivers a notice to all Parties as required under Appendix K-6.
29. Disagreements other than a disagreement referred to in section 28 and not otherwise settled under Stages One and Two of this chapter, will be subject to arbitration only with the written agreement of all Parties directly engaged in the disagreement.
30. If two Parties make a written agreement under section 29, they will deliver a copy of the agreement as soon as practicable to the other Party.
31. Upon delivering a written notice to the participating Parties to the arbitration within 15 days after receiving a notice under section 28 or copy of a written agreement under section 30, a Party not directly engaged in the disagreement is entitled to be, and will be added as, a party to the arbitration of that disagreement whether or not that Party has participated in

collaborative negotiations or a required facilitated process.

32. Despite section 31, an arbitral tribunal may make an order adding a Party as a participating Party at any time, if the arbitral tribunal considers that:

- a. the participating Parties will not be unduly prejudiced; or
- b. the issues stated in the pleadings are materially different from those identified in the notice to arbitrate under section 28 or the written agreement to arbitrate in section 29,

and, in that event, the arbitral tribunal may make any order it considers appropriate or necessary in the circumstances respecting conditions, including the payment of costs, upon which the Party may be added.

#### EFFECT OF ARBITRAL AWARD

33. An arbitral award is final and binding on all Parties whether or not a Party has participated in the arbitration.

34. Despite section 33, an arbitral award is not binding on a Party that has not participated in the arbitration if:

- a) the Party did not receive copies of:
  - i. the notice of arbitration under section 28 or agreement to arbitrate under section 29; or
  - ii. the pleadings and any amendments or supplements to the pleadings; or
- b) the arbitral tribunal refused to add the Party as a participating Party to the arbitration under section 32.

#### APPLICATION OF LEGISLATION

35. No legislation of any Party respecting arbitration, except the settlement legislation, applies to an arbitration conducted under this chapter.

36. A court must not intervene or offer assistance in an arbitration or review an arbitral award under this chapter except as provided in Appendix K-6.

#### STAGE THREE: JUDICIAL PROCEEDINGS

37. Nothing in this chapter creates a cause of action where none otherwise exists.

38. Subject to section 39, at any time a Party may commence proceedings in the Supreme Court of British Columbia in respect of a disagreement.

39. A Party may not commence judicial proceedings in respect of a disagreement if the disagreement:

- a. is required to be referred to arbitration under section 28 or has been agreed to be referred to arbitration under section 29;
- b. has not been referred to collaborative negotiations or a facilitated process as required

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under this chapter; or

- c. has been referred to collaborative negotiations or a facilitated process that has not yet been terminated.
40. Nothing in section 39.a prevents an arbitral tribunal or the participating Parties from requesting the Supreme Court of British Columbia to make a ruling respecting a question of law as permitted in Appendix K-6.

NOTICE TO PARTIES

41. If, in any judicial or administrative proceeding, an issue arises in respect of:
- a. the interpretation or validity of this Agreement; or
  - b. the validity, or applicability of:
    - i. any settlement legislation, or
    - ii. any In-SHUCK-ch Nation Law,
- the issue will not be decided until the party raising the issue has properly served notice on the Attorney General of British Columbia, the Attorney General of Canada, and In-SHUCK-ch Nation.
42. In any judicial or administrative proceeding to which section 41 applies, the Attorney General of British Columbia, the Attorney General of Canada, and In-SHUCK-ch Nation may appear and participate in the proceedings as parties with the same rights as any other party.

COSTS

43. Except as provided otherwise in the Appendices, each participating Party will bear the costs of its own participation, representation, and appointments in collaborative negotiations, a facilitated process, or an arbitration, conducted under this chapter.
44. Subject to section 43 and except as provided otherwise in the Appendices, the participating Parties will share equally all costs of collaborative negotiations, a facilitated process, or an arbitration, conducted under this chapter.
45. For purposes of section 44, “costs” include:
- a. fees of the neutrals;
  - b. costs of hearing and meeting rooms;
  - c. actual and reasonable costs of communications, accommodation, meals and travel of the neutrals;
  - d. costs of required secretarial and administrative support for the neutrals, as permitted in the Appendices; and
  - e. administration fees of a neutral appointing authority.

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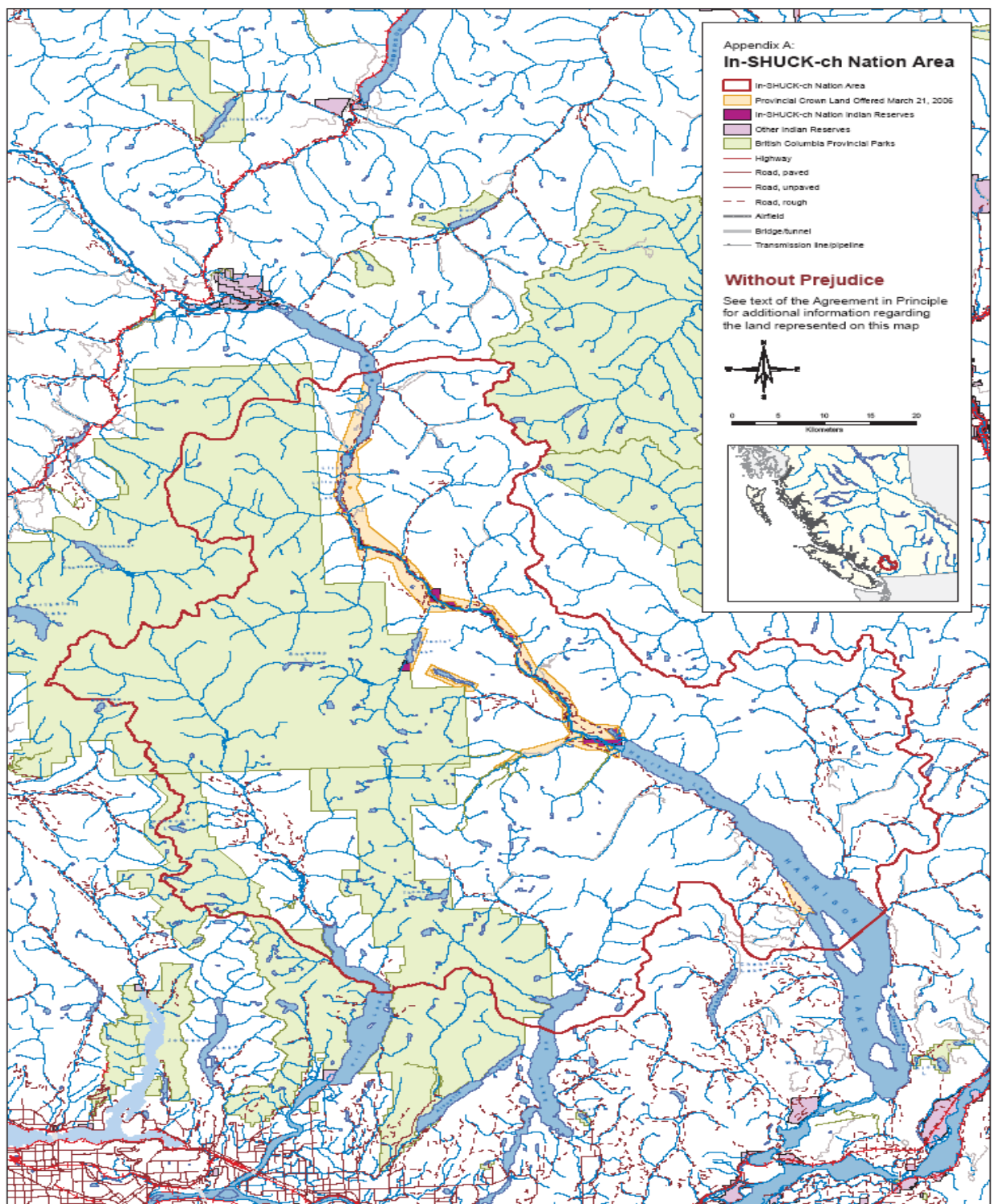
**APPENDICES**

<b>APPENDIX A</b>	<b>MAP OF IN-SHUCK-CH NATION AREA</b>
<b>APPENDIX B</b>	<b>MAP OF IN-SHUCK-CH NATION LAND</b>
<b>Appendix B-1</b>	<b>Map of In-SHUCK-ch Nation Indian Reserves</b>
<b>Appendix B-2</b>	<b>Map of Submerged Reserve Lands</b>
<b>Appendix B-3</b>	<b>Map of Provincial Crown Lands</b>
<b>APPENDIX C</b>	<b>INTERESTS ON PROVINCIAL CROWN LANDS</b>
<b>APPENDIX D</b>	<b>INTERESTS ON IN-SHUCK-CH NATION INDIAN RESERVES</b>
<b>APPENDIX E</b>	<b>MAP OF CROWN CORRIDORS</b>
<b>APPENDIX F</b>	<b>MAP OF IN-SHUCK-CH NATION PLANT GATHERING AREA</b>
<b>APPENDIX G</b>	<b>MAP OF IN-SHUCK-CH NATION FISHING AREA</b>
<b>APPENDIX H</b>	<b>IN-SHUCK-CH NATION HARVEST SHARE OF FISH</b>
<b>APPENDIX I</b>	<b>MAP OF MAJOR WATERSHEDS IN THE IN-SHUCK-CH NATION AREA</b>
<b>APPENDIX J</b>	<b>CULTURAL OR HISTORIC SITES THAT WILL BE DESIGNATED OR RENAMED</b>
<b>APPENDIX K</b>	<b>DISPUTE RESOLUTION</b>

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APPENDIX A - MAP OF IN-SHUCK-CH NATION AREA

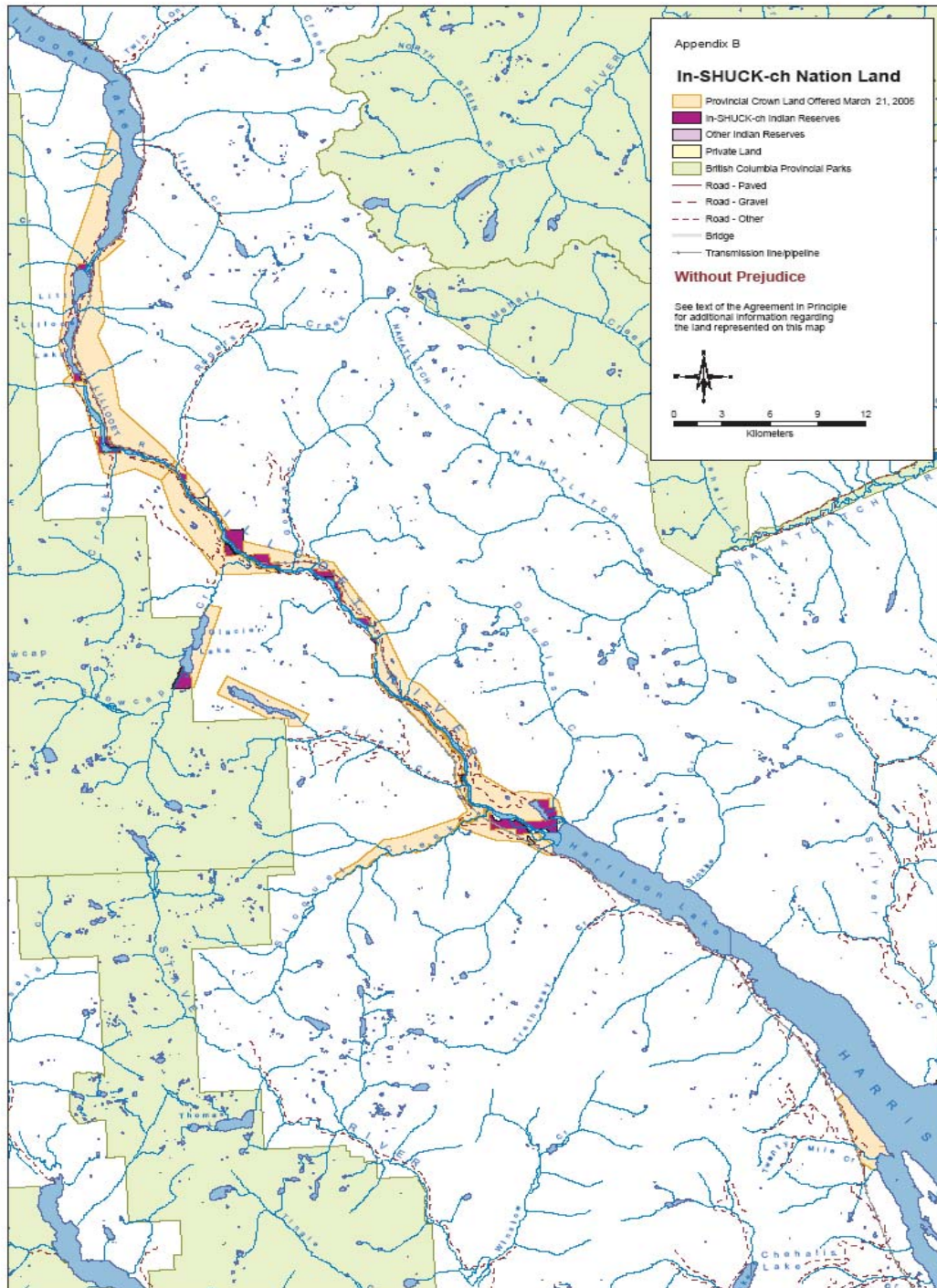




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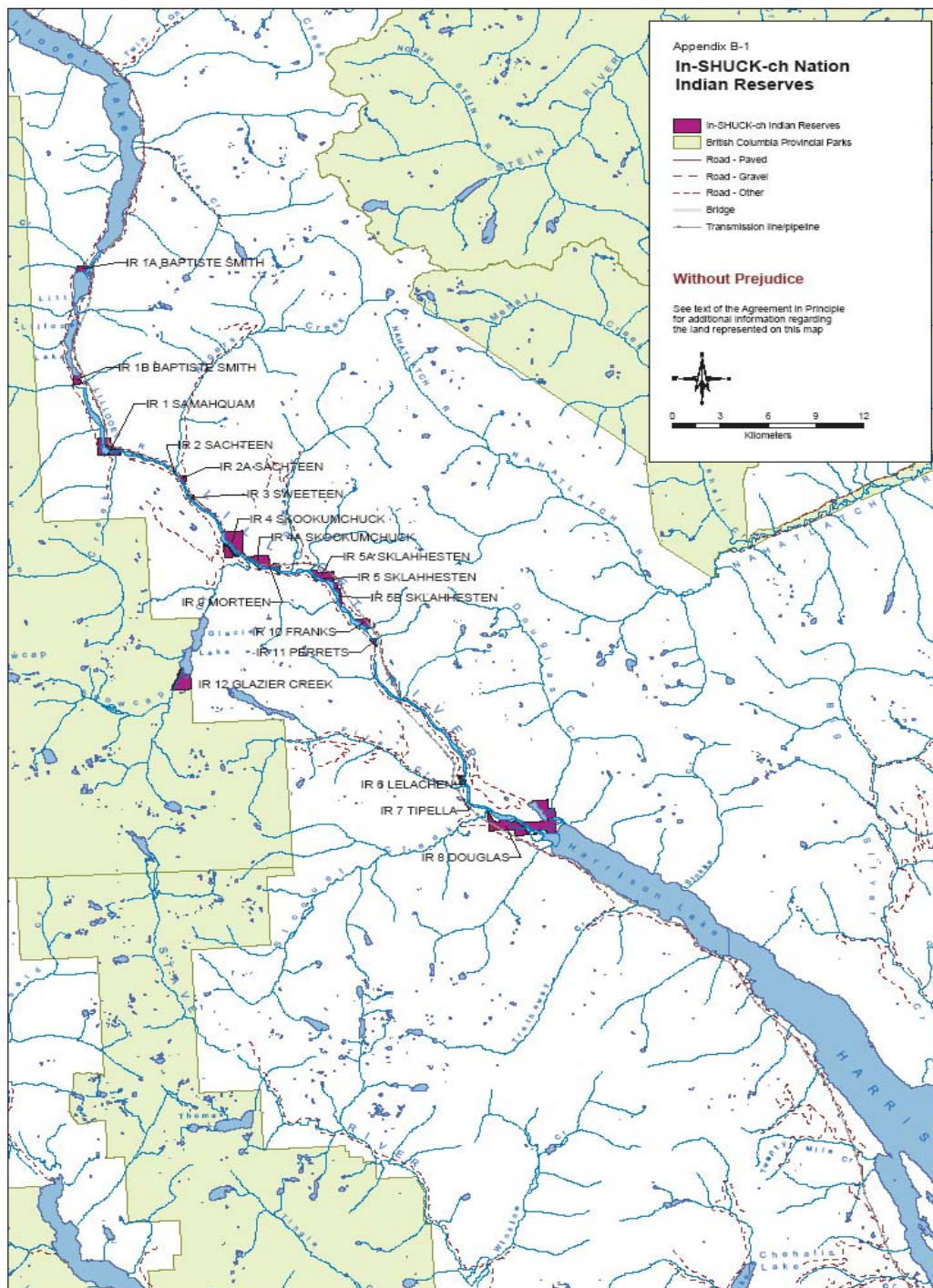
APPENDIX B - MAP OF IN-SHUCK-CH NATION LAND



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**Appendix B-1 - Map of In-SHUCK-ch Nation Indian Reserves**



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**Appendix B-2 - Map of Submerged Reserve Lands**

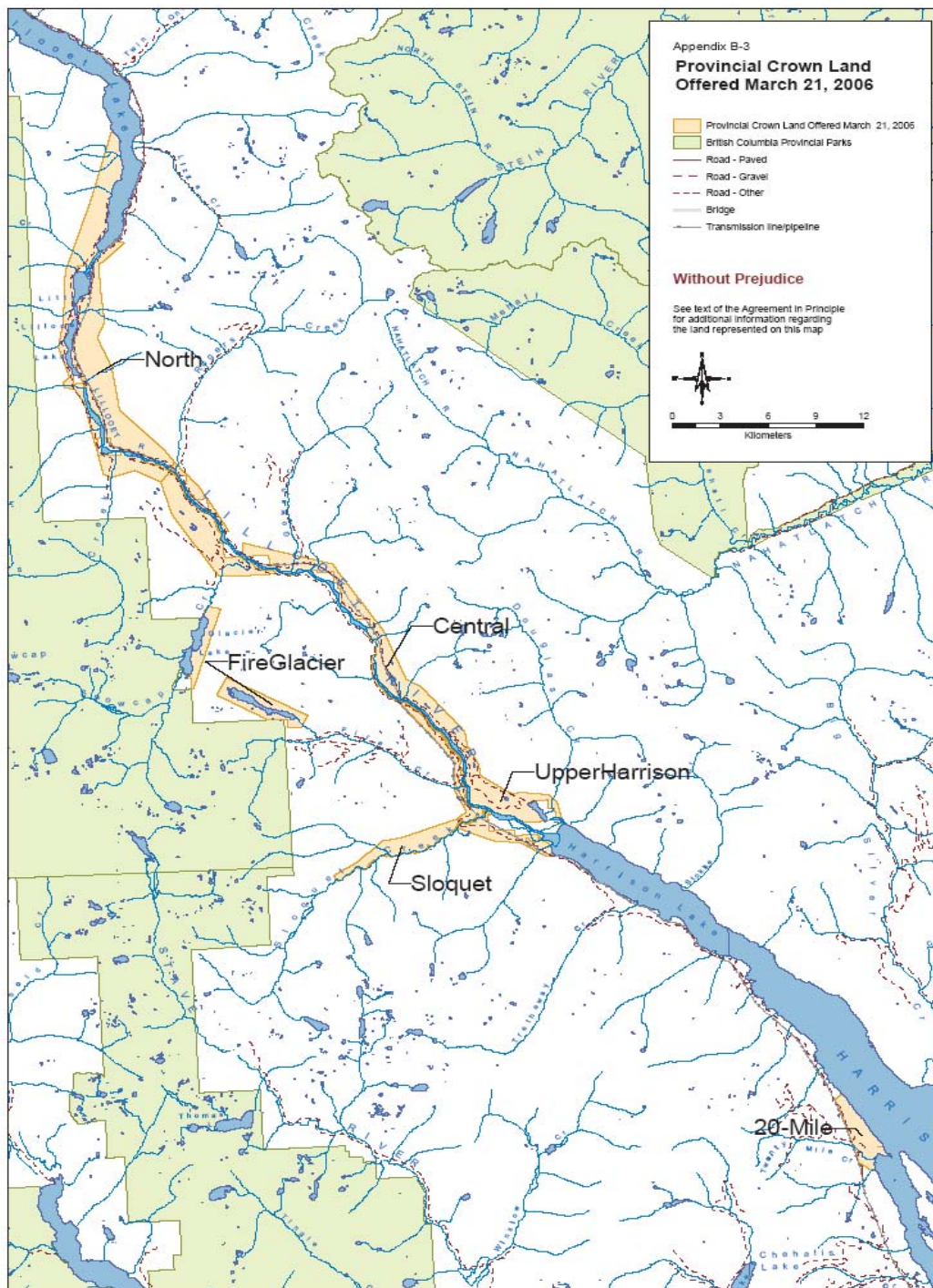
Contents to be determined prior to Final Agreement.



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Appendix B-3 - Map of Provincial Crown Lands



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**APPENDIX C - INTERESTS ON PROVINCIAL CROWN LANDS**

Before the Final Agreement, existing interests on In-SHUCK-ch Nation Lands referred to in section 12 of the Lands chapter will be confirmed.

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**APPENDIX D - INTERESTS ON IN-SHUCK-CH NATION INDIAN RESERVES**

Before the Final Agreement, existing interests on In-SHUCK-ch Nation Indian Reserves referred to in section 13 of the Lands chapter will be confirmed.

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**APPENDIX E - MAP OF CROWN CORRIDORS**

Contents to be determined prior to Final Agreement.



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**APPENDIX F - MAP OF IN-SHUCK-CH NATION PLANT GATHERING AREA**

Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundaries of the In-SHUCK-ch Nation Plant Gathering Area.

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**APPENDIX G - MAP OF IN-SHUCK-CH NATION FISHING AREA**

Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundaries of the In-SHUCK-ch Fishing Area.

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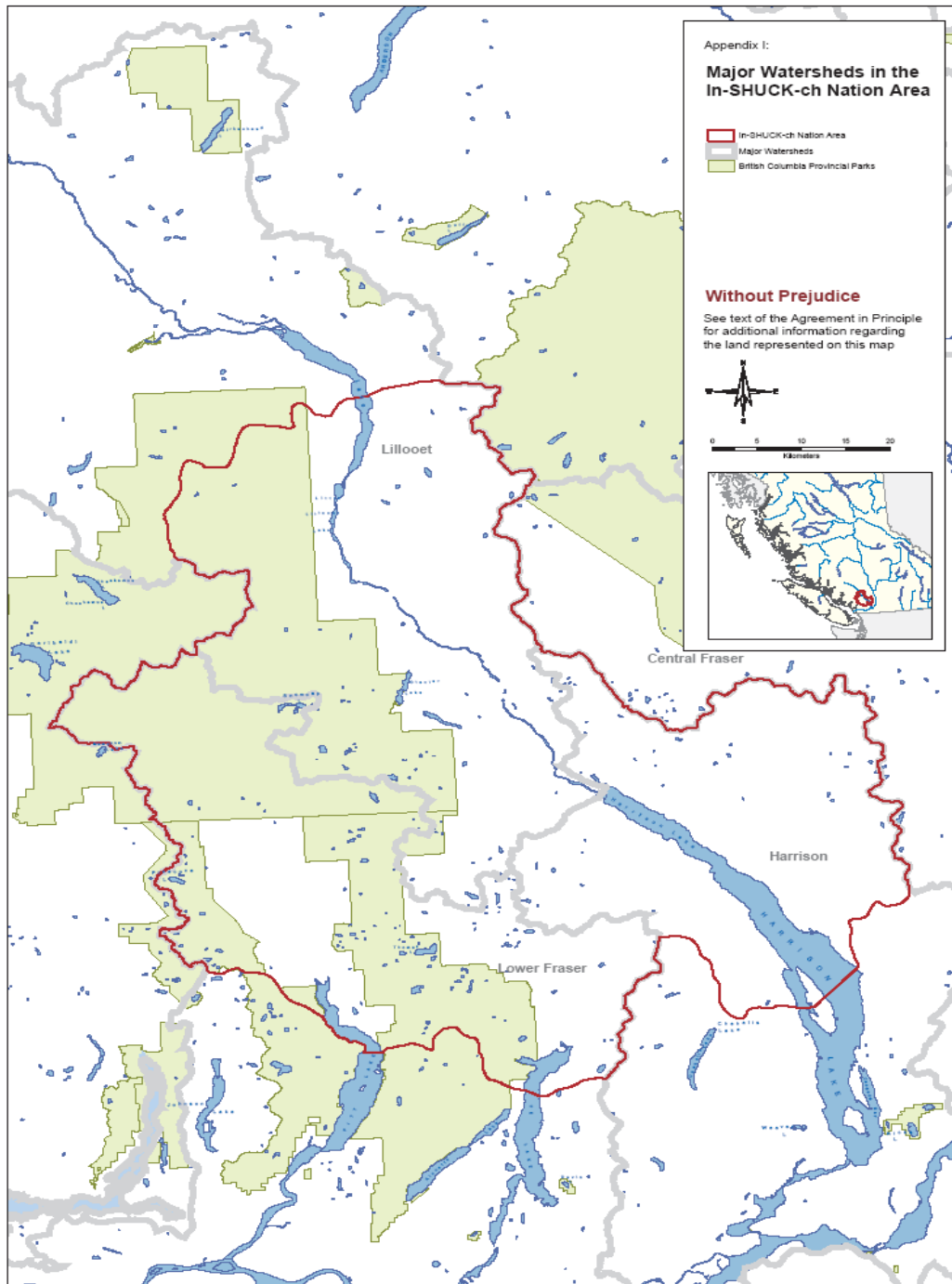
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**APPENDIX H - IN-SHUCK-CH NATION HARVEST SHARE OF FISH**

Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on In-SHUCK-ch Nation Harvest Share of Salmon.

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**APPENDIX I - MAP OF MAJOR WATERSHEDS IN THE  
IN-SHUCK-CH NATION AREA**



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**APPENDIX J - CULTURAL OR HISTORIC SITES THAT WILL BE  
DESIGNATED OR RENAMED**

Contents to be determined prior to Final Agreement.

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**APPENDIX K - DISPUTE RESOLUTION**

Contents to be determined prior to Final Agreement.

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**Appendix K-1 – Collaborative Negotiations**

Contents to be determined prior to Final Agreement.



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**Appendix K-2 – Mediation**

Contents to be determined prior to Final Agreement.

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**Appendix K-3 – Technical Advisory Panel**

Contents to be determined prior to Final Agreement.

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**Appendix K-4 – Neutral Evaluation**

Contents to be determined prior to Final Agreement.

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**Appendix K-5 – Elders Advisory Council**

Contents to be determined prior to Final Agreement.

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**Appendix K-6 - Arbitration**

Contents to be determined prior to Final Agreement.