

**IMPLEMENTATION PLAN  
FOR THE  
NISGA'A FINAL AGREEMENT**

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**IMPLEMENTATION PLAN  
FOR THE  
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**IMPLEMENTATION PLAN  
FOR THE  
NISGA'A FINAL AGREEMENT**

**BY AND BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the  
Minister of Indian Affairs and Northern Development**

("Canada")

OF THE FIRST PART

**HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, as  
represented by the Minister of Aboriginal Affairs**

("British Columbia")

OF THE SECOND PART

**NISGA'A NATION, as represented by Nisga'a Lisims Government**

("the Nisga'a Nation")

OF THE THIRD PART

**WHEREAS:**

The Nisga'a Nation, Canada and British Columbia have entered into the Nisga'a Final Agreement, which provides that, on its effective date, the Nisga'a Nation, Canada and British Columbia will establish an Implementation Plan to guide the Parties on the implementation of the Nisga'a Final Agreement.

**COMMENCEMENT AND TERM**

1. This is the Implementation Plan required by the Implementation Chapter of the Nisga'a Final Agreement.
2. The Implementation Plan comes into effect on the effective date of the Nisga'a Final Agreement and is for a term of ten years.

**INTERPRETATION AND LEGAL STATUS**

3. The Implementation Plan:
  - a. is not part of the Nisga'a Final Agreement;
  - b. is not intended to be a treaty or land claims agreement, and it is not intended to recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
  - c. does not create legal obligations.
  - d. does not alter any rights or obligations set out in the Nisga'a Final Agreement;
  - e. does not preclude any Party from asserting that rights or obligations exist under the Nisga'a Final Agreement even though they are not referred to in the Implementation Plan; and
  - f. is not to be used to interpret the Nisga'a Final Agreement.
4. Words and phrases defined in the Nisga'a Final Agreement have the same meaning in the Implementation Plan, unless the context indicates otherwise.

## **CONTENTS**

5. The Implementation Plan includes:
  - a. "Activity Sheets" (Annex A) that identify obligations and activities arising from the Nisga'a Final Agreement and identify the manner in which the Parties anticipate fulfilling those obligations and undertaking those activities;
  - b. a "Communication Strategy" (Annex B) in respect of the implementation and content of the Nisga'a Final Agreement; and
  - c. "Guidelines for the Operation of the Implementation Committee" (Annex C).

## **AMENDMENT AND RENEWAL**

6. Annexes A, B and C of the Implementation Plan may be amended by the agreement of Implementation Committee.
7. The Parties may agree to renew the Implementation Plan for a period beyond its ten year term.

**SIGNED ON BEHALF OF CANADA:**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Minister,  
Indian Affairs and Northern Development**

\_\_\_\_\_  
Date

**SIGNED ON BEHALF OF BRITISH COLUMBIA:**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Minister,  
Aboriginal Affairs**

\_\_\_\_\_  
Date

**SIGNED ON BEHALF OF THE NISGA'A TRIBAL COUNCIL:**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**President,  
Nisga'a Tribal Council**

\_\_\_\_\_  
Date



## Lands Chapter

Sheet #1

## Initial survey of Nisga'a Lands, Category A Lands and Category B Lands

Paragraph(s): 1, 2, 46, 47, 61, 62, 87 - 89

Parties: Canada (Department of Indian Affairs and Northern Development, Natural Resources Canada)  
British Columbia  
Nisga'a Nation

## Activities:

## Timing:

1. Canada and British Columbia will survey and will, in accordance with paragraphs 87 and 88 of the Lands Chapter, pay the costs of the surveying the boundaries of:
  - a) Nisga'a Lands as set out in Appendix A;
  - b) Category A Lands; and
  - c) Category B Lands.

as agreed by the Parties
2. For each parcel of land identified in activity #1, Canada will:
  - a) register the legislative provision for the removal of the reserves from the Department of Indian Affairs and Northern Development land registry system against each reserve general abstract in the registry; and
  - b) attach a letter to the registry formally closing the register to prevent any future registrations.

on the effective date
3. The Chief Negotiators for each Party may agree to amend Appendices A and D to reflect minor adjustments that result from the Initial Surveys.
 

before the effective date
4. If, after the effective date, the Parties agree to amend Appendices A and D to reflect minor adjustments that result from the Initial Surveys, the amendments will be made under paragraphs 36 - 41 of the General Provisions Chapter.
 

as agreed

## Final Agreement Provisions:

1. On the effective date, Nisga'a Lands consist of all lands, including islands, within the boundaries set out in Appendix A except submerged lands, the Gingietl Creek Ecological Reserve, the Nisga'a Highway corridor, and the lands within the boundaries set out in Appendix B:
  - a. Appendix B-1 - land in the vicinity of Red Bluff that has been set apart as Indian Reserve No. 88;
  - b. Appendix B-2 - land in respect of which British Columbia has granted an estate in fee simple;

- c. Appendix B-3 - land in respect of which British Columbia has granted an agriculture lease or woodlot licence; and
  - d. Appendix B-4 - roads associated with the land referred to in Appendix B-2.
2. On the effective date, Nisga'a Lands comprise 1,992 square kilometres, more or less, of land in the lower Nass Valley, consisting of:
  - a. 1,930 square kilometres, more or less; and
  - b. 62 square kilometres, more or less, of lands identified as former Nisga'a Indian reserves in Appendix A-4, and which cease to be Indian reserves on the effective date.
46. Category A Lands are the parcels of land set out in Appendix D-2 and D-3, and consist of:
  - a. the lands identified as former Nisga'a Indian reserves in Appendix D-2 and D-3; and
  - b. certain lands adjacent to some of those former Nisga'a Indian reserves.
47. On the effective date, the lands outside Nisga'a Lands that are identified as former Nisga'a Indian reserves in Appendix D-2 and D-3 cease to be Indian reserves.
61. Category B Lands are the parcels of land outside Nisga'a Lands set out in Appendix D-6 and D-7.
62. On the effective date, the Nisga'a Nation owns the estate in fee simple to Category B Lands.
87. Before the effective date, or as soon as practicable after the effective date, surveys will be conducted of the boundaries of Nisga'a Lands and Nisga'a Fee Simple Lands in accordance with instructions to be issued by the Surveyor General of British Columbia and approved by the Parties (the "Initial Surveys").
88. British Columbia and Canada will, as agreed between them, pay the full cost of the Initial Surveys.
89. The Parties may, before or after the effective date, amend Appendices A and D to reflect minor adjustments that may be agreed upon by the Parties as a result of the Initial Surveys.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 36 - 41  
Appendix A, B, D

**Transfer to the Nisga'a Nation of any estate or interest in a parcel of Nisga'a Lands that escheats to the Crown**

**Paragraph(s):** 7

**Parties:** Canada (Department of Indian Affairs and Northern Development)  
Nisga'a Nation

**Activities:**

**Timing:**

1. If a parcel of Nisga'a Lands, or any estate or interest in any parcel of Nisga'a Lands, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to the Nisga'a Nation.

as soon as practicable after land escheats to the Crown

**Final Agreement Provisions:**

7. If, at any time, any parcel of Nisga'a Lands, or any estate or interest in a parcel of Nisga'a Lands, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to the Nisga'a Nation.

## Lands Chapter

Sheet #3

## Additions of Appendix B-1 , B-2 or B-3 Lands to Nisga'a Lands

Paragraph(s): 9, 14, General Provisions Chapter 42

Parties: Nisga'a Nation  
Canada (Department of Indian Affairs and Northern Development)  
British Columbia

## Activities:

## Timing:

1. If the Nisga'a Nation wishes to add to Nisga'a Lands any land set out in Appendix B-1 or B-2 or B-3 of which the estate in fee simple is owned by the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen, the Nisga'a Nation will provide:
  - a) written notice to Canada and British Columbia identifying that land; and
  - b) the written consent of the owner.
2. The relevant Appendix will be amended upon receipt of the written notice by the Minister of Indian Affairs and Northern Development for Canada, and British Columbia.
 

as required

## Final Agreement Provisions:

9. If, at any time, the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen owns the estate in fee simple to any parcel of land within the boundaries set out in Appendix B-1, B-2, or B-3, the Nisga'a Nation may, with the consent of the owner, add that parcel of land to Nisga'a Lands. That parcel of land, together with any roads identified in Appendix B-4 associated with it, will become Nisga'a Lands upon receipt by Canada and British Columbia of written notice from the Nisga'a Nation identifying that parcel of land and attaching the written consent of the owner of that parcel of land.
14. If the Nisga'a Nation adds a parcel of land to Nisga'a Lands under paragraph 9 or 11, Appendix A-1, A-2, and A-3, and Appendix B-1, B-2, B-3, or B-4, as the case may be, will be amended to reflect the change to the boundaries of Nisga'a Lands.

## General Provisions Chapter

42. Notwithstanding paragraphs 37 to 41, if the Nisga'a Nation adds land to Nisga'a Lands in accordance with paragraph 9 or 11 of the Lands Chapter, Appendix A will be deemed to be amended upon receipt by Canada and British Columbia of the written notice referred to in paragraph 9 or 11 of the Lands Chapter.

**Related Provisions:**

Lands Chapter, paragraph(s) 12, 13  
Appendix A-1 to A-3, B-1 to B-4

## Lands Chapter

Sheet #4

## Offer of lands owned by British Columbia to the Nisga'a Nation

Paragraph(s): 10

Parties: Nisga'a Nation  
British Columbia

## Activities:

## Timing:

1. If, at any time:
  - a) British Columbia owns the estate in fee simple to any lands within the boundaries set out in Appendix B-2; or
  - b) any land within the boundaries set out in Appendix B-3 ceases to be subject to the agriculture lease or woodlot licence existing on the effective date,

as soon as practicable after acquisition or cessation of encumbrance

British Columbia will make an offer, in writing, to sell that land to the Nisga'a Nation at a price not to exceed fair market value.

2. The Nisga'a Nation will respond, in writing, to the offer.

within a reasonable period of time after receipt of offer

## Planning Assumptions/Guidelines/Comments:

Subject to any legislative or policy limitation, British Columbia will provide the Nisga'a Nation the basis for the calculation of the fair market value.

If the Nisga'a Nation acquires land under paragraph 10 and wishes to add those lands to Nisga'a Lands, refer to Sheet #2.

## Final Agreement Provisions:

10. If, at any time:
  - a. British Columbia owns the estate in fee simple to any land within the boundaries set out in Appendix B-2; or
  - b. any land within the boundaries set out in Appendix B-3 ceases to be subject to an agriculture lease or a woodlot licence existing on the effective date

British Columbia will offer to sell the estate in fee simple to that land to the Nisga'a Nation for a price not to exceed fair market value.

**Related Provisions:**

Appendix B-2, B-3

## Lands Chapter

Sheet #5

## Addition of lands contiguous with Nisga'a Lands to Nisga'a Lands

**Paragraph(s):** 11, 14, General Provisions Chapter 42

**Parties:** Nisga'a Nation  
Canada (Department of Indian Affairs and Northern Development)  
British Columbia

**Activities:****Timing:**

1. If the Nisga'a Nation wishes to add land to Nisga'a Lands that is contiguous with Nisga'a Lands and is owned in fee simple by the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation or a Nisga'a citizen, Nisga'a Nation will provide written notice to Canada and British Columbia of:
  - a) the lands proposed to be added to Nisga'a Lands;
  - b) the owner's consent; and
  - c) the Nisga'a Nations' intent to seek the Parties agreement to add that land to Nisga'a Lands
2. If desired, the Parties will negotiate and enter into an agreement to add that land to Nisga'a Lands. as desired
3. If the Parties reach an agreement to add that land to Nisga'a Lands, the Nisga'a Nation will provide written notice to Canada and British Columbia in accordance with the terms of that agreement. as agreed
4. The relevant Appendix will be amended to reflect any addition to Nisga'a Lands upon receipt of the written notice by the Minister of Indian Affairs and Northern Development for Canada, and British Columbia. as required

**Final Agreement Provisions:**

11. If, at any time, the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation or a Nisga'a citizen owns the estate in fee simple to a parcel of land that is contiguous with Nisga'a Lands, other than land referred to in Appendix B-1, B-2, or B-3, the Nisga'a Nation may, with the consent of the owner and the agreement of Canada and British Columbia, add the land to Nisga'a Lands. If the owner consents and Canada, British Columbia, and the Nisga'a Nation agree that the land may be added to Nisga'a Lands, the land will become Nisga'a Lands upon receipt by Canada and British Columbia of written notice in accordance with that agreement.
14. If the Nisga'a Nation adds a parcel of land to Nisga'a Lands under paragraph 9 or 11, Appendix A-1, A-2, and A-3, and Appendix B-1, B-2, B-3, or B-4, as the case may be, will be amended to reflect the change to the boundaries of Nisga'a Lands.

General Provisions Chapter

42. Notwithstanding paragraphs 37 to 41, if the Nisga'a Nation adds land to Nisga'a Lands in accordance with paragraph 9 or 11 of the Lands Chapter, Appendix A will be deemed to be amended upon receipt by Canada and British Columbia of the written notice referred to in paragraph 9 or 11 of the Lands Chapter.

**Related Provisions:**

Lands Chapter, paragraph(s) 12, 13

## Lands Chapter

Sheet #6

## Resolution of boundaries of Nisga'a Lands

Paragraph(s): 15

Parties: Nisga'a Nation  
 Canada (Department of Indian Affairs and Northern Development)  
 British Columbia

## Activities:

## Timing:

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Any Party may provide a proposal, in writing, to the other Parties for the clarification of the location of any part of a boundary of Nisga'a Lands.</li> <li>2. The Parties will follow the procedures set out in Schedule A of the Lands Chapter.</li> <li>3. After completion of the field survey and submission of the survey plans required under Schedule A, Appendix A will be amended to reflect the surveys if:           <ol style="list-style-type: none"> <li>a) Canada consents to the amendment by order of the Governor in Council;</li> <li>b) British Columbia consents to the amendment by resolution of the Legislature of British Columbia; and</li> <li>c) the Nisga'a Nation consents to the amendment by a resolution adopted by at least two thirds of the elected members of the Nisga'a Lisims Government.</li> </ol> </li> </ol> | <p>as desired</p> <p>within a reasonable time after receipt of the proposal</p> <p>after completion and submission of the surveys</p> |
|---|---|

## Final Agreement Provisions:

15. If a Party provides the other Parties with a proposal to clarify the location of any part of a boundary of Nisga'a Lands, the Parties will follow the procedure set out in Schedule A.

## Related Provisions:

Lands Chapter, Schedule A  
 General Provisions Chapter, paragraph(s) 36 - 38, 40, 41

## Lands Chapter

Sheet #7

**Agreements in respect of provincial mineral resource administrative systems on Nisga'a Lands**

Paragraph(s): 21

Parties: Nisga'a Lisims Government  
British Columbia**Activities:****Timing:**

- |  |            |
|--|------------|
| 1. British Columbia or the Nisga'a Lisims Government may propose the negotiation of an agreement regarding the application of provincial mineral resource administrative systems on Nisga'a Lands. | as desired |
| 2. If British Columbia and the Nisga'a Lisims Government agree, they will enter into negotiations.   | as desired |
| 3. If British Columbia and Nisga'a Lisims Government reach an agreement, they will implement it in accordance with its terms and conditions.   | as agreed  |

**Final Agreement Provisions:**

21. Nisga'a Lisims Government and British Columbia may enter into agreements in respect of the application on Nisga'a Lands of provincial administrative systems relating to:
- a. claim staking;
  - b. recording and inspecting of subsurface exploration and development;
  - c. the collection of fees, rents, royalties, and other charges by British Columbia on behalf of Nisga'a Lisims Government; and
  - d. other similar matters.

## Lands Chapter

Sheet #8

## Disposition or acquisition of submerged lands within Nisga'a Lands

Paragraph(s): 23 - 26

Parties: Nisga'a Nation  
British Columbia

## Activities:

## Timing:

- |   |  |
|---|--|
| <p>1. If British Columbia proposes or receives a proposal concerning any disposition of an estate or interests in, or use or occupation of, submerged lands within Nisga'a Lands:</p> <p>a) it will provide written notice of the proposal to the Nisga'a Nation; and</p> <p>b) if the proposed disposition, use or occupation is one described in paragraph 24 of the Lands Chapter, British Columbia will request, in writing, the Nisga'a Nation's consent.</p>  | <p>as soon as practicable after proposal</p> |
| <p>2. The Nisga'a Nation will respond, in writing, to the request and will not unreasonably withhold consent.</p>   | <p>as required</p>                           |
| <p>3. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation or a Nisga'a citizen applies to British Columbia to acquire an estate or interest in or for authorization to use or occupy submerged lands within Nisga'a Lands, British Columbia will not unreasonably refuse to grant the estate or interests or to issue the authorization if:</p> <p>a) the Nisga'a Nation has consented to the acquisition, use or occupation (see activity 2); and</p> <p>b) the proposed acquisition or authorization conforms to provincial law respecting the disposition, occupation or use of submerged lands within British Columbia.</p> | <p>as required</p>                           |
| <p>4. If a dispute arises as to whether the Nisga'a Nation is unreasonably withholding consent, either party may refer the matter to arbitration under the Dispute Resolution Chapter.</p>  | <p>as desired</p>                            |

## Final Agreement Provisions:

23. British Columbia will provide written notice to the Nisga'a Nation of any proposed disposition of an estate or interest in, or use or occupation of, submerged lands within Nisga'a Lands.
24. British Columbia will not, in respect of submerged lands within Nisga'a Lands:
- a. grant an estate in fee simple;

- b. grant a lease that, with any rights of renewal, may exceed 25 years;
- c. transfer administration and control for a period that may exceed 25 years; or
- d. otherwise dispose of an estate or interest in, or authorize the use or occupation of, submerged lands within Nisga'a Lands if that disposition, use, or occupation would adversely affect Nisga'a Lands or Nisga'a interests set out in this Agreement

without the consent of the Nisga'a Nation, which consent will not be unreasonably withheld.

25. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen applies to British Columbia to acquire an estate or interest in, or for authorization to use or occupy, submerged lands within Nisga'a Lands, British Columbia will not unreasonably refuse to grant the estate or interest or to issue the authorization if:

- a. the Nisga'a Nation has consented to the acquisition, use, or occupation; and
- b. the proposed acquisition or authorization conforms to provincial law respecting the disposition, use, or occupation of submerged lands within British Columbia.

26. A dispute as to whether:

- a. the Nisga'a Nation is unreasonably withholding consent under paragraph 24; or
- b. British Columbia is unreasonably refusing to grant an estate or interest, or to issue an authorization, under paragraph 25

will be finally determined by arbitration under the Dispute Resolution Chapter.

**Related Provisions:**

Lands Chapter, paragraph(s) 27

Dispute Resolution Chapter, paragraph(s) 28 - 34

Appendix M-6

**Lands Chapter**

**Sheet #9**

**Grant or issue of interests or certificates of possession by the Nisga'a Nation**

**Paragraph(s):** 30 - 34, 38, 39

**Parties:** Nisga'a Nation

**Activities:**

**Timing:**

- |  |   |
|--|---|
| <p>1. The Nisga'a Nation will grant or issue interests to the persons named in Appendix C-1 by:</p> <ul style="list-style-type: none"> <li>a) executing documents in accordance with paragraph 32 of the Lands Chapter;</li> <li>b) delivering those documents in accordance with paragraph 38 of the Lands Chapter.</li> </ul>  | <p>on effective date</p> <p>as soon as practicable after the effective date</p> |
| <p>2. The Nisga'a Nation will issue a certificate of possession for the parcel of Nisga'a Lands ascribed to that person in Appendix C-5 or Appendix C-6.</p>   | <p>on effective date</p>  |
| <p>3. The Nisga'a Nation will physically deliver those certificates of possession in accordance with paragraph 38 of the Lands Chapter.</p>  | <p>as soon as practicable after the effective date</p>                          |
| <p>4. If Canada or British Columbia notifies the Nisga'a Nation that an interest granted under paragraph 30, 31, 33 or 34 of the Lands Chapter:</p> <ul style="list-style-type: none"> <li>a) is in the name of a person who is not actually entitled to the interest on the effective date; or</li> <li>b) contains a clerical error or a wrong description of a material fact,</li> </ul> <p>the appropriate Parties will take reasonable measures to rectify the error.</p> | <p>as soon as practicable after receipt of notice</p>                           |

**Final Agreement Provisions:**

- 30. The Nisga'a Nation, in accordance with paragraphs 31 to 40, and the Roads and Rights of Way Chapter, will grant or issue interests to those persons who are named in Appendix C-1 as persons who, immediately before the effective date, had interests in the lands that comprise Nisga'a Lands on the effective date.
- 31. On the effective date, the Nisga'a Nation will execute documents granting or issuing to each person named in Appendix C-1 that person's interest, as set out in that Appendix.
- 32. A document executed under paragraph 31 for an interest set out in Part I of Appendix C-1 will be in the applicable form set out in Appendix C-2 and will include any modifications agreed upon in writing before the effective date by the Nisga'a Tribal Council and the person entitled to the interest.

33. On the effective date, the Nisga'a Nation will issue to each person named in Appendix C-5 a certificate of possession for the parcel of Nisga'a Lands ascribed to that person and described in Appendix C-5.
34. On the effective date, the Nisga'a Nation will issue to each person named in Appendix C-6 a certificate of possession for the parcel of Nisga'a Lands ascribed to that person and described in Appendix C-6.
38. The Nisga'a Nation will, as soon as practicable after the effective date, physically deliver the applicable document:
- a. to each person named in Appendix C-1, C-5, or C-6; or
  - b. to any other person who, before the effective date:
    - i. was identified in writing to the Nisga'a Tribal Council by Canada or British Columbia as the person who, instead of a person named in Appendix C-1 or C-5, should receive an interest referred to in Appendix C-1 or C-5 by reason of death, any form of transfer, error or operation of law, or
    - ii. was identified in writing to Canada and British Columbia by the Nisga'a Tribal Council as the person who, instead of a person named in Appendix C-6, should receive an interest referred to in Appendix C-6 by reason of death, any form of transfer, error or operation of law
- and the Appendix will be amended to reflect the change.
39. If Canada or British Columbia notifies the Nisga'a Nation that an interest granted under paragraph 30, 31, 33, or 34:
- a. is in the name of a person who was not actually entitled to the interest on the effective date; or
  - b. contains a clerical error or a wrong description of a material fact
- the appropriate Parties will take reasonable measures to rectify the error.

**Related Provisions:**

Lands Chapter, paragraph(s) 35 - 37  
Roads and Right of Way Chapter  
Appendix C-1, C-2, C-5, C-6

Lands Chapter

Sheet #10

Federal acquisition of interests in Nisga'a Lands and Nisga'a Fee Simple Lands

Paragraph(s): 73 - 86

Parties: Canada (federal expropriating authority)  
Nisga'a Nation

Activities:

Timing:

- |   |  |
|---|--|
| <p>1. If Canada wishes to expropriate an estate or interest in a parcel of Nisga'a Lands or Nisga'a Fee Simple Lands, Canada will determine whether or not any other lands suitable for the federal public purpose are reasonably available.</p>  | <p>before the Governor in Council considers an expropriation</p> |
| <p>2. If no other suitable lands are reasonably available, Canada will make reasonable efforts to acquire the estate or interest through agreement with the owner of the estate or interest.</p>  | <p>before the Governor in Council considers an expropriation</p> |
| <p>3. If Canada is unable to reach agreement with the owner, it will consult with the Nisga'a Nation by:</p> <ul style="list-style-type: none"> <li>a) notifying the Nisga'a Nation in writing, of the proposed expropriation in sufficient detail to permit Nisga'a Lisims Government to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;</li> <li>b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter. This will include all information relevant to the expropriation other than federal Cabinet documents;</li> <li>c) giving full and fair consideration of the Nisga'a Nation's view.</li> </ul> | <p>before the Governor in Council considers an expropriation</p> |
| <p>4. If Canada decides to seek the consent of the Governor in Council for an expropriation, Canada will demonstrate to the Governor in Council that:</p> <ul style="list-style-type: none"> <li>a) the expropriation is justifiable and necessary for a federal public purpose;</li> <li>b) the expropriation is of the smallest estate or interests necessary, and for the shortest time required, for the federal public purpose;</li> <li>c) no other lands suitable for the federal public purpose are reasonably available; and</li> </ul>  | <p>at time of request for consent</p>                            |

- d) the requirements of paragraph 77 of the Lands Chapter have been met.
5. If the Governor in Council consents to an expropriation, Canada will: as soon as practicable after consent
- a) provide the Nisga'a Nation with the reasons, in writing, for the expropriation;
- b) at the request of the Nisga'a Nation, Canada will make reasonable efforts to acquire alternative land of equivalent significance and value to offer as part or all of the compensation for the expropriation;
- c) ensure that the owner of the estate or interest that is expropriated receives compensation in accordance with paragraph 82 of the Lands Chapter; and
- d) negotiate the terms of the reversion with Nisga'a Nation.
6. The Nisga'a Nation or Canada may refer a dispute in respect of the value and nature of the compensation, or the terms of reversion to arbitration under the Dispute Resolution Chapter. as desired

#### Planning Assumptions/Guidelines/Comments:

If land provided as compensation is contiguous with Nisga'a Lands, the Nisga'a Nation may add those lands to Nisga'a Lands in accordance with paragraph 11 of the Lands Chapter (see Sheet #5).

#### Final Agreement Provisions:

73. Canada acknowledges that it is of fundamental importance to maintain the size and integrity of Nisga'a Lands and Nisga'a Fee Simple Lands, and therefore, as a general principle, estates or interests in Nisga'a Lands, or Nisga'a Fee Simple Lands, will not be expropriated under federal legislation.
74. Notwithstanding paragraph 73, an estate or interest in a parcel of Nisga'a Lands, or Nisga'a Fee Simple Lands, may be expropriated under federal legislation if the Governor in Council consents to the expropriation.
75. The Governor in Council will consent to an expropriation of an estate or interest in a parcel of Nisga'a Lands, or Nisga'a Fee Simple Lands, only if the expropriation:
- a. is justifiable and necessary for a federal public purpose; and
- b. is of the smallest estate or interest necessary, and for the shortest time required, for that federal public purpose.
76. The Governor in Council will not consent to an expropriation of a parcel of Nisga'a Lands, or Nisga'a Fee Simple Lands, if other lands suitable for the federal public purpose are reasonably available.
77. Before the Governor in Council considers an expropriation of an estate or interest in a parcel of Nisga'a Lands, or Nisga'a Fee Simple Lands, it will ensure that Canada has:

- a. consulted the Nisga'a Nation;
  - b. ensured that reasonable efforts have been made to acquire the estate or interest through agreement with the owner of the estate or interest; and
  - c. provided the Nisga'a Nation with all information relevant to the expropriation other than federal Cabinet documents.
78. If the Governor in Council consents to an expropriation, Canada will provide the Nisga'a Nation with the reasons for the expropriation.
79. If an estate or interest in a parcel of Nisga'a Lands is expropriated under paragraph 74, Nisga'a laws continue to apply to that parcel of land except to the extent that those laws are inconsistent with the ability to use and occupy that land for the purpose for which that estate or interest was expropriated.
80. If less than the estate in fee simple as described in paragraph 3 in a parcel of Nisga'a Lands is expropriated under paragraph 74, the owner of the estate in fee simple in that parcel of land may continue to use and occupy that land, except to the extent that the use or occupation is inconsistent with the purpose for which that estate or interest was expropriated.
81. If there is an expropriation under paragraph 74 of the estate in fee simple as described in paragraph 3 in a parcel of Nisga'a Lands, or of the estate in fee simple in a parcel of Nisga'a Fee Simple Lands, Canada will, at the request of Nisga'a Lisims Government, ensure that reasonable efforts are made to acquire alternative land of equivalent significance and value to offer as part or all of the compensation for the expropriation. Any alternative land that is contiguous with Nisga'a Lands may become Nisga'a Lands in accordance with paragraph 9.
82. Canada will ensure that the owner of the estate or interest that is expropriated under paragraph 74 receives compensation, taking into account:
- a. the cost of acquiring alternative land of equivalent significance and value;
  - b. the market value of the estate or interest that is expropriated;
  - c. the replacement value of any improvements on the land that is expropriated;
  - d. disturbance caused by the expropriation; and
  - e. if the owner of the estate or interest that is expropriated is the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen, any adverse effect on any cultural or other special value of the land to the Nisga'a Nation or a Nisga'a Village.
83. If less than the estate in fee simple as described in paragraph 3 in a parcel of Nisga'a Lands, or less than the estate in fee simple in a parcel of Nisga'a Fee Simple Lands, has been expropriated under paragraph 74 but is no longer required for the purpose for which it was expropriated, Canada will ensure that the interest in those lands is transferred at no charge to the owner of the estate in fee simple. The terms of that transfer will be negotiated by the Nisga'a Nation and Canada at the time of the expropriation.
84. If the estate in fee simple as described in paragraph 3 in a parcel of Nisga'a Lands, or a parcel of Nisga'a Fee Simple Lands, has been expropriated under paragraph 74 but is no longer required for the purpose for which it was expropriated, Canada will ensure that the estate in fee simple is transferred at

no charge to the Nisga'a Nation or the Nisga'a Village, as the case may be. The terms of that transfer will be negotiated by the Nisga'a Nation and Canada at the time of the expropriation.

85. The consent of the Governor in Council is not required to determine whether the estate or interest is no longer required for the purpose for which it was expropriated.
86. The Nisga'a Nation or Canada may refer a dispute in respect of the value and nature of the compensation, or the terms of transfer, to be finally determined by arbitration under the Dispute Resolution Chapter.

**Related Provisions:**

Lands Chapter, paragraph(s) 9  
General Provisions Chapter, paragraph(s) 28  
Dispute Resolution Chapter, paragraph(s) 28 - 34  
Appendix M-6

## Lands Chapter

Sheet #11

**Issuance of commercial recreation tenure****Paragraph(s):** 90, 92**Parties:** British Columbia  
Nisga'a Nation**Activities:**

1. At the request of the Nisga'a Nation, British Columbia will issue a commercial recreation tenure to the Nisga'a Nation or to a Nisga'a Corporation designated by the Nisga'a Nation, for areas set out in Appendix E, based on the "Nisga'a Commercial Recreation Tenure Management Plan" developed by Nisga'a Tribal Council and British Columbia and approved on July 6, 1998.

**Timing:**as soon as  
practicable after  
receipt of request**Final Agreement Provisions:**

90. After the effective date, at the request of the Nisga'a Nation, British Columbia will issue a commercial recreation tenure (the "Nisga'a commercial recreation tenure") to the Nisga'a Nation, or to a Nisga'a Corporation designated by the Nisga'a Nation, for the areas set out in Appendix E based on the "Nisga'a Commercial Recreation Tenure Management Plan" developed by the Nisga'a Tribal Council and British Columbia and approved on July 6, 1998.
92. If no request is made under paragraph 90 within 90 days after the effective date, British Columbia will issue the Nisga'a commercial recreation tenure to the Nisga'a Nation no later than 100 days after the effective date.

**Related Provisions:**

Appendix E

## Lands Chapter

Sheet #12

**Designation of heritage sites and naming or renaming of geographic features****Paragraph(s):** 95 - 97**Parties:** Nisga'a Nation  
British Columbia**Activities:****Timing:**

- |   |   |
|---|---|
| 1. British Columbia will:   |   |
| a) designate as heritage sites the sites of cultural and historic significance outside Nisga'a Lands set out in Appendix F-1;   | on the effective date                           |
| b) record the Nisga'a names and historic background information for the geographic features that are set out in Appendix F-2 in the British Columbia Geographic Names data base (BCGNIS);   | on the effective date                           |
| c) name or rename the geographic features set out in Appendix F-3 with the Nisga'a names set out in the Appendix, in accordance with provincial procedures set out in the document entitled "British Columbia's Geographic Naming Principles; British Columbia's Naming Policy and Procedures"; and | as soon as practicable after the effective date |
| d) notify the Nisga'a Nation, in writing, of the completion of activities 1(a) and 1(b).  |   |
| 2. The Nisga'a Nation may propose, in accordance with applicable provincial laws, that British Columbia name or rename other geographic features with Nisga'a names.  | as desired                                      |
| 3. British Columbia will consider those proposals in accordance with applicable provincial laws and will respond to Nisga'a Government, in writing.   | as per applicable law                           |

**Planning Assumptions/Guidelines/Comments:**

British Columbia will designate the sites set out in Appendix F-1 as heritage sites under provincial law. As such, these sites will be subject to the terms, conditions and requirements of that provincial legislation.

**Final Agreement Provisions:**

95. On the effective date, British Columbia will designate as provincial heritage sites the sites of cultural and historic significance outside Nisga'a Lands that are set out in Appendix F-1. The Parties acknowledge that those sites may have cultural or historic significance to persons or groups other than the Nisga'a Nation.
96. On the effective date, British Columbia will:

- a. record the Nisga'a names and historic background information for the geographic features that are set out in Appendix F-2 in the British Columbia Geographic Names data base (BCGNIS); and
  - b. name or rename in the Nisga'a language the geographic features that are set out in Appendix F-3.
97. After the effective date, the Nisga'a Nation may propose that British Columbia name or rename other geographic features with Nisga'a names, and British Columbia will consider those proposals in accordance with applicable provincial laws.

**Related Provisions:**

Appendix F-1 to F-3

**Management of and planning for the Nisga'a Memorial Lava Bed Park and Gingietl Creek Ecological Reserve**

**Paragraph(s):** 102, 106 - 110

**Parties:** Nisga'a Nation  
 British Columbia  
 Joint Park Management Committee

**Activities:**

**Timing:**

- |   |  |
|---|--|
| <p>1. British Columbia and the Nisga'a Nation will continue the Joint Park Management Committee that was established under the Memorandum of Understanding between the Nisga'a Tribal Council and British Columbia dated April 30, 1992.</p>      | <p>ongoing, as of the effective date</p> |
| <p>2. The Nisga'a Nation and British Columbia will appoint no more than three members each as their representatives on the Joint Park Management Committee.</p>   | <p>on the effective date</p>             |
| <p>3. The Nisga'a Nation and British Columbia will notify each other, in writing, of the representatives it has appointed.</p>  | <p>on or before the effective date</p>   |
| <p>4. The Joint Park Management Committee will perform its activities in accordance with paragraphs 107, 109 and 110 of the Lands Chapter.</p>  | <p>ongoing, as of the effective date</p> |
| <p>5. The Joint Park Management Committee will perform its functions by consensus wherever possible. If there is no consensus, the Joint Park Management Committee will submit the recommendations or advice of each Party's representatives.</p> | <p>ongoing, as of the effective date</p> |

**Final Agreement Provisions:**

- 102. The Nisga'a Nation has the right to participate in the planning, management, and development of the Park and the Ecological Reserve in accordance with this Agreement.
- 106. In order to facilitate the planning, management, and development of the Park, British Columbia and the Nisga'a Nation will continue the Joint Park Management Committee that was established under the Memorandum of Understanding between the Nisga'a Tribal Council and British Columbia dated April 30, 1992.
- 107. The Joint Park Management Committee will review and make recommendations to the Minister and Nisga'a Lisims Government in respect of:
  - a. the development and periodic revision of the master plan, and all other plans, applicable to or proposed for the Park;

- b. encumbrances, park use permits, and other interests and authorizations, applicable to or proposed for the Park;
  - c. any business plans, operations budgets, and capital budgets proposed for the Park;
  - d. archaeological and other research projects, cultural and interpretive programs, publications, and communications strategies proposed for the Park or the Ecological Reserve;
  - e. planning and management of activities, including development, on Crown land and Nisga'a Lands that could affect the Park;
  - f. issues relating to the management of the Ecological Reserve; and
  - g. issues relating to traditional uses of resources, including cedar trees.
108. The Joint Park Management Committee has no more than six members. The Nisga'a Nation and British Columbia will each appoint no more than three members as their representatives.
109. The Joint Park Management Committee will meet as often as is necessary to carry out its responsibilities, and will establish its procedures.
110. Whenever possible, the Joint Park Management Committee will carry out its responsibilities by consensus. If there is no consensus, the Joint Park Management Committee will submit the recommendations of each Party's representatives.

**Related Provisions:**

Lands Chapter, paragraph(s) 103 - 105, 113

## Lands Chapter

Sheet #14

**Construction of a road across the Ecological Reserve****Paragraph(s):** 116 - 118**Parties:** Nisga'a Nation**Activities:****Timing:**

1. If the Nisga'a Nation wishes to construct a road across the Ecological Reserve, it will request that British Columbia enter into discussions pursuant to paragraph 116 of the Lands Chapter. as desired
2. The Nisga'a Nation and British Columbia will attempt to jointly determine whether, and the terms and conditions under which, a road across the Ecological Reserve can be located, constructed and whether it can be controlled, all in a manner that will have minimal adverse impact on the unique ecological values for which Ecological Reserve was established. as soon as practicable after receipt of request
3. If the parties reach a joint determination that the criteria set out in paragraph 116 of the Lands Chapter can be satisfied:
  - a) The Nisga'a Nation may construct and operate the road as if it were a Nisga'a Road that is not within Nisga'a Village Lands; and as desired
  - b) British Columbia will issue to the Nisga'a Nation an exclusive and perpetual right of way for that purpose, in accordance with the terms and conditions determined under paragraph 116 or 117 of the Lands Chapter or by arbitration under paragraph 118 of the Lands Chapter. as required
4. If there is a dispute under paragraph 116 or 117 of the Lands Chapter, the Nisga'a Nation or British Columbia may refer the matter to arbitration under the Dispute Resolution Chapter. as required

**Final Agreement Provisions:**

116. At the request of the Nisga'a Nation, the Nisga'a Nation and British Columbia will jointly determine whether, and the terms and conditions under which, a road across the Ecological Reserve can be located, constructed, and controlled, in a manner that will have minimal adverse impact on the unique ecological values for which the Ecological Reserve was established.
117. If it is determined under paragraph 116 or 118 that a road across the Ecological Reserve can be constructed, the Nisga'a Nation may construct, operate, and maintain the road as if it were a Nisga'a road that is not within Nisga'a Village Lands, and British Columbia will issue to the Nisga'a Nation an exclusive and perpetual right of way for those purposes, in accordance with the terms and conditions determined under paragraph 116 or 118.
118. The Nisga'a Nation or British Columbia may refer a dispute under paragraph 116 or 117 to be finally determined by arbitration under the Dispute Resolution Chapter.

**Related Provisions:**

Dispute Resolution Chapter, paragraph(s) 28 - 34  
Appendix M-6

## Lands Chapter

Sheet #15

**Consultation with the Nisga'a Nation in respect of planning and management of provincial parks in the Nass Area****Paragraph(s):** 119**Parties:** British Columbia  
Nisga'a Nation**Activities:**

1. British Columbia will consult with the Nisga'a Nation in respect of the planning and management of provincial parks in the Nass Area other than Nisga'a Memorial Lava Bed Park by;
  - a) notifying the Nisga'a Nation, in writing, of the planning and management matters relating to those parks, in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;
  - b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and
  - c) giving full and fair consideration of the Nisga'a Nation's views.

**Timing:**

ongoing, as required

**Final Agreement Provisions:**

119. British Columbia will consult with the Nisga'a Nation in respect of planning and management of other provincial parks in the Nass Area.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

**Lands Chapter****Sheet #16****Establishment of Bear Glacier Park****Paragraph(s):** 120**Parties:** British Columbia**Activities:****Timing:**

1. British Columbia will establish Bear Glacier Park as a Class "A" provincial park, or a provincial park with an equivalent classification, with the boundaries set out in Appendix G-3. on the effective date

**Final Agreement Provisions:**

120. On the effective date, British Columbia will establish, and thereafter continue, Bear Glacier Park as a Class "A" provincial park, or a provincial park with an equivalent classification, with the boundaries set out in Appendix G-3.

**Negotiation on the establishment of a marine park in the Nass Area**

**Paragraph(s):** 121

**Parties:** Nisga'a Nation  
Canada  
British Columbia

**Activities:**

**Timing:**

- |    |  |  |
|----|--|--|
| 1. | If desired, a Party will initiate the negotiation of an agreement on the establishment of a marine park in the Nass Area by delivering a written notice requiring the commencement of collaborative negotiations to the other Parties. | as desired                               |
| 2. | The Parties will convene the first meeting of the collaborative negotiations.  | within 21 days of delivery of the notice |
| 3. | If collaborative negotiations terminate, in accordance with Appendix M-1, a Party may deliver a notice to the other Parties requiring commencement of a facilitated process.   | within 15 days of termination            |
| 4. | The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter.  | within 30 days of delivery of notice     |
| 5. | If the Parties reach an agreement they will implement it in accordance with its terms and conditions.  | as agreed                                |

**Planning Assumptions/Guidelines/Comments:**

Negotiations will be conducted as set out in the Dispute Resolution Chapter, but the Parties are not obliged to proceed to Stage Three (arbitration) of the Dispute Resolution Chapter.

**Final Agreement Provisions:**

121. At the request of any of the Parties, the Parties will negotiate and attempt to reach agreement on the establishment of a marine park in the Nass Area, but, for greater certainty, Canada is not obliged to establish a national park, national park reserve, or a national marine park, or to reach agreement on the establishment of a national park, national park reserve, or a national marine park.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 49 - 51  
Dispute Resolution Chapter, paragraph(s) 15 - 27  
Appendix M-1 to M-5

## Lands Chapter

Sheet #18

## Establishment of and applications against the Nisga'a water reservation

Paragraph(s): 122 - 128, 132 - 134

Parties: British Columbia  
Nisga'a Nation

## Activities:

## Timing:

- |    |  |   |
|----|--|---|
| 1. | British Columbia will establish a Nisga'a water reservation, in favour of the Nisga'a Nation, of 300,000 cubic decametres per year from the Nass River and other streams wholly or partially within Nisga'a Lands for domestic, industrial and agricultural purposes. This reservation will be in accordance with paragraph 123 of the Lands Chapter.  | on the effective date                               |
| 2. | If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation or a Nisga'a citizen wishes to apply for a water licence to be counted against the Nisga'a water reservation, that applicant will: <ul style="list-style-type: none"> <li>a) seek the written consent of the Nisga'a Nation; and</li> <li>b) provide that consent, if granted, along with its application for the water licence to British Columbia.</li> </ul>  | as desired  |
| 3. | If British Columbia receives an application under activity 2 that contains the written consent of the Nisga'a Nation, British Columbia will approve that application and issue the water licence without rentals, fees or other charges to the applicant if: <ul style="list-style-type: none"> <li>a) the application conforms to provincial regulatory requirements;</li> <li>b) the application is for a volume of flow that, together with the total volume of flow licenced for that stream under paragraph 126 of the Lands Chapter, does not exceed the percentage of available flow for that stream, referred to in paragraph 125 of the Lands Chapter; and</li> <li>c) there is sufficient unlicenced volume of flow in the Nisga'a water reservation.</li> </ul> | as soon as practicable after receipt of application |
| 4. | British Columbia will deduct the volume of flow approved in the water licence issued under activity 3 from the unlicensed volume of flow in the Nisga'a water reservation.   | as soon as practicable after issuing licence        |
| 5. | If a licence is approved under paragraph 126 of the Lands Chapter and the licence reasonably requires access across, or an interest in, Crown Land for the construction, maintenance, improvement or operation of works authorized under the licence, British Columbia will grant the access or interest on reasonable terms. If the access or interest required is across lands set out in Appendix B-2, the licensee may acquire it in accordance with   | as soon as practicable after receipt of approval    |

provincial laws of general application.

- |    |   |  |
|----|---|--|
| 6. | If a dispute arises under paragraph 132 of the Lands Chapter, British Columbia or Nisga'a Lisims Government will refer the dispute to arbitration under the Dispute Resolution Chapter.   | as required by the Dispute Resolution Chapter                    |
| 7. | If a water licence issued under paragraph 126 of the Lands Chapter is cancelled, expires or otherwise terminates, British Columbia will add the volume authorized under that licence to the unlicensed volume of flow in the Nisga'a water reservation. | as soon as practicable after cancellation, expiry or termination |

### Final Agreement Provisions:

122. On the effective date, British Columbia will establish a Nisga'a water reservation, in favour of the Nisga'a Nation, of 300,000 cubic decametres of water per year from:
- a. the Nass River; and
  - b. other streams wholly or partially within Nisga'a Lands
- for domestic, industrial, and agricultural purposes.
123. The Nisga'a water reservation will have priority over all water licences other than:
- a. water licences issued before March 22, 1996; and
  - b. water licences issued pursuant to an application made before March 22, 1996.
124. The Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen may, with the consent of the Nisga'a Nation, apply to British Columbia for water licences for volumes of flow to be applied against the Nisga'a water reservation.
125. The total volume of flow under water licences to be applied against the Nisga'a water reservation of each stream may not exceed:
- a. the percentage of the available flow, specified in Schedule C, of each stream set out in that Schedule; or
  - b. 50% of the available flow of any stream not set out in Schedule C.
126. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen applies to British Columbia for a water licence for a volume of flow to be applied against the Nisga'a water reservation and:
- a. the Nisga'a Nation has consented to the application;
  - b. the application conforms to provincial regulatory requirements;
  - c. the application is for a volume of flow that, together with the total volume of flow licenced for that stream under this paragraph, does not exceed the percentage of available flow for that stream referred to in paragraph 125; and

d. there is a sufficient unlicensed volume of flow in the Nisga'a water reservation

British Columbia will approve the application and issue the water licence. The volume of flow approved in a water licence issued under this paragraph will be deducted from the unlicensed volume of flow in the Nisga'a water reservation.

127. If a water licence issued under paragraph 126 is cancelled, expires, or otherwise terminates, the volume of flow in that licence will be added to the unlicensed volume of flow in the Nisga'a water reservation.
128. A water licence issued under paragraph 126 will not be subject to any rentals, fees, or other charges by British Columbia.
132. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen has a water licence approved under paragraph 126 or 129 and reasonably requires access across, or an interest in, Crown land for the construction, maintenance, improvement, or operation of works authorized under the licence, British Columbia will grant the access or interest on reasonable terms.
133. British Columbia or the Nisga'a Nation may refer a dispute arising under paragraph 131 or 132 to be finally determined by arbitration under the Dispute Resolution Chapter.
134. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen has a water licence approved under paragraph 126 or 129 and reasonably requires access across, or an interest in, lands set out in Appendix B-2 for the construction, maintenance, improvement, or operation of works authorized under the licence, the Nisga'a Nation, Nisga'a Village, Nisga'a Corporation, or Nisga'a citizen may acquire the access or interest in accordance with provincial laws of general application.

**Related Provisions:**

Dispute Resolution Chapter, paragraph(s) 28 - 34  
Appendix B-2, M-6

## Lands Chapter

Sheet #19

**Applications for water licences not to be applied against the Nisga'a water reservation****Paragraph(s):** 129, 132 - 134**Parties:** Nisga'a Nation  
British Columbia**Activities:****Timing:**

1. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation or a Nisga'a citizen wishes to apply for a water license for a stream wholly or partially within Nisga'a Lands and all of the available flow for that stream has been licenced under paragraph 126 of the Lands Chapter, the applicant will:
  - a) seek the written consent of the Nisga'a Nation; and
  - b) provide that consent, if granted, along with its application for the water licence to British Columbia.

as desired
  
2. If British Columbia receives an application under activity 1 that contains the written consent of the Nisga'a Nation, British Columbia will approve that application if:
  - a) the application conforms to provincial regulatory requirements;
  - b) the stream contains a sufficient volume of:
    - i. unrecorded water, and
    - ii. flow to ensure conservation of fish and stream habitats and to continue navigability as determined by the Minister in accordance with the provisions of the Nisga'a Final Agreement

and the volume of flow approved will not be deducted from the Nisga'a water reservation.

as soon as practicable after receipt of application
  
3. If a licence is approved under paragraph 129 of the Lands Chapter and the licence reasonably requires access across, or an interest in, Crown Land for the construction, maintenance, improvement or operation of works authorized under the licence, British Columbia will grant the access or interest on reasonable terms. If the access or interest required is across lands set out in Appendix B-2, the licensee may acquire it in accordance with provincial laws of general application.
 

as soon as practicable after receipt of approval
  
4. If a dispute arises under paragraph 132 of the Lands Chapter, British Columbia or the Nisga'a Nation will refer the dispute to arbitration under the Dispute Resolution Chapter.
 

as required by the Dispute Resolution Chapter

**Final Agreement Provisions:**

129. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen applies to British Columbia for a water licence for a volume of flow from a stream wholly or partially within Nisga'a Lands and:
- a. all of the available flow for that stream referred to in paragraph 125 is licensed under paragraph 126;
  - b. the Nisga'a Nation has consented to the application;
  - c. the application conforms to provincial regulatory requirements; and
  - d. the stream contains a sufficient volume of:
    - i unrecorded water, and
    - ii. flow to ensure conservation of fish and stream habitats, and to continue navigability, as determined by the Minister in accordance with the provisions of this Agreementto meet the volume of flow requested in the application

British Columbia will approve the application and issue the water licence. The volume of flow approved in a water licence issued under this paragraph will not be deducted from the unlicensed volume of flow in the Nisga'a water reservation.

132. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen has a water licence approved under paragraph 126 or 129 and reasonably requires access across, or an interest in, Crown land for the construction, maintenance, improvement, or operation of works authorized under the licence, British Columbia will grant the access or interest on reasonable terms.
133. British Columbia or the Nisga'a Nation may refer a dispute arising under paragraph 131 or 132 to be finally determined by arbitration under the Dispute Resolution Chapter.
134. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen has a water licence approved under paragraph 126 or 129 and reasonably requires access across, or an interest in, lands set out in Appendix B-2 for the construction, maintenance, improvement, or operation of works authorized under the licence, the Nisga'a Nation, Nisga'a Village, Nisga'a Corporation, or Nisga'a citizen may acquire the access or interest in accordance with provincial laws of general application.

**Related Provisions:**

Dispute Resolution Chapter, paragraph(s) 28 - 34  
Appendix B-2, M-6

## Lands Chapter

Sheet #20

**Consultation with the Nisga'a Nation about application for water licenses in respect of streams wholly or partially within Nisga'a Lands****Paragraph(s):** 130**Parties:** British Columbia  
Nisga'a Nation**Activities:****Timing:**

1. British Columbia will consult with the Nisga'a Nation in respect of all applications for water licenses in respect of streams wholly or partially within Nisga'a Lands by:
  - a) notifying the Nisga'a Nation, in writing, of those applications, in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;
  - b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and
  - c) giving full and fair consideration of the Nisga'a Nation view.

ongoing, as required

**Final Agreement Provisions:**

130. British Columbia will consult with the Nisga'a Nation about all applications for water licences in respect of streams wholly or partially within Nisga'a Lands.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

## Lands Chapter

Sheet #21

**Access across and interests in Nisga'a Lands related to water licences****Paragraph(s):** 131, 133**Parties:** Nisga'a Nation  
British Columbia**Activities:****Timing:**

1. If the Nisga'a Nation or a Nisga'a Village Government receives a request from a person other than the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation or a Nisga'a citizen who has a water license and reasonably requires access across, or an interest in, Nisga'a Lands for the construction, maintenance, improvement or operation of works authorized under the licence, and if:
  - a) the licence holder offers fair compensation to the owner of the estate or the interest affected; and
  - b) the licence holder and the owner of the estate or interest affected agree on the terms of access or the interest, including location, size, duration, and nature of interest

as soon as practicable after the issue of licence and before the construction of any works

Nisga'a Government may not unreasonably withhold consent to that access or the granting of that interest.

2. If a dispute arises under paragraph 131 of the Lands Chapter, British Columbia or the Nisga'a Nation will refer the matter to arbitration under the Dispute Resolution Chapter.

as required by the Dispute Resolution Chapter

**Final Agreement Provisions:**

131. If a person other than the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen has a water licence and reasonably requires access across, or an interest in, Nisga'a Lands for the construction, maintenance, improvement, or operation of works authorized under the licence, Nisga'a Government may not unreasonably withhold consent to, and will take reasonable steps to ensure, that access or the granting of that interest, if:
  - a. the licence holder offers fair compensation to the owner of the estate or interest affected; and
  - b. the licence holder and the owner of the estate or interest affected agree on the terms of the access or the interest, including the location, size, duration, and nature of the interest.
133. British Columbia or the Nisga'a Nation may refer a dispute arising under paragraph 131 or 132 to be finally determined by arbitration under the Dispute Resolution Chapter.

**Related Provisions:**

Dispute Resolution Chapter, paragraph(s) 28 - 34  
Appendix M-6

## Lands Chapter

Sheet #22

**Nomination and appointment of a Nisga'a water bailiff**

Paragraph(s): 135

Parties: Nisga'a Nation

**Activities:****Timing:**

1. If the Nisga'a Nation nominates a water bailiff under the *Water Act* in accordance with paragraph 135 of the Lands Chapter, British Columbia will not unreasonably withhold the appointment of that nominee.

ongoing, as of the effective date

**Final Agreement Provisions:**

135. The Nisga'a Nation may nominate a water bailiff under the *Water Act* for:
  - a. that portion of the Nass River within Nisga'a Lands; and
  - b. other streams wholly or partially within Nisga'a Landsand British Columbia will not unreasonably withhold appointment of that nominee.

**Related Provisions:**

Lands Chapter, paragraph(s) 136

**Lands Chapter**

**Sheet #23**

**Establishment of and applications in respect of Nisga'a Hydro Power Reservation**

**Paragraph(s):** 140 - 144

**Parties:** British Columbia  
Nisga'a Nation

**Activities:**

**Timing:**

- |   |   |
|---|---|
| <p>1. British Columbia will establish a water reservation in favour of the Nisga'a Nation of all of the unrecorded waters of all streams wholly or partially within Nisga'a Lands, other than the Nass River, for 20 years after the effective date to enable the Nisga'a Nation to investigate the suitability of those streams for hydro power purposes.</p>  | <p>on the effective date</p>                                |
| <p>2. If the Nisga'a Nation wishes to apply for a water reservation for hydro power purposes on a stream subject to the Nisga'a Hydro Power Reservation, the Nisga'a Nation will provide to British Columbia, along with its application, the results of any investigations referred to in paragraph 140 of the Lands Chapter.</p>  | <p>as desired</p>   |
| <p>3. British Columbia will establish a water reservation for hydro power purposes on the unrecorded waters of that stream if the requirements of paragraph 141 of the Lands Chapter have been met, and the Nisga'a Hydro Power Reservation terminates in respect of that stream.</p>   | <p>as soon as practicable after decision on suitability</p> |
| <p>4. If the Nisga'a Nation applies for a water licence for hydro power purposes for a volume of flow from the stream subject to that water reservation:</p> <p>a) British Columbia will grant the water licence if the proposed hydro power project conforms to federal and provincial regulatory requirements; and</p> <p>b) the water reservation established under paragraph 141 of the Lands Chapter terminates in respect of that stream.</p> | <p>as soon as practicable after receipt of application</p>  |

**Final Agreement Provisions:**

140. In addition to the Nisga'a water reservation established under paragraph 122, British Columbia will establish a water reservation in favour of the Nisga'a Nation, for 20 years after the effective date, of all of the unrecorded waters of all streams, other than the Nass River, that are wholly or partially within Nisga'a Lands (the "Nisga'a Hydro Power Reservation"), to enable the Nisga'a Nation to investigate the suitability of those streams for hydro power purposes, including related storage purposes.
141. If the Nisga'a Nation applies for a water reservation for hydro power purposes on a stream subject to the Nisga'a Hydro Power Reservation, British Columbia will, after considering the results of any investigations referred to in paragraph 140, establish a water reservation for hydro power purposes and any related storage purposes on the unrecorded waters of that stream if it considers that stream to be suitable for hydro power purposes.

142. If British Columbia establishes a water reservation for a stream under paragraph 141, the Nisga'a Hydro Power Reservation will terminate in respect of that stream.
143. If, after British Columbia establishes a water reservation under paragraph 141, the Nisga'a Nation applies for a water licence for hydro power purposes and any related storage purposes for a volume of flow from the stream subject to that water reservation, British Columbia will grant the water licence if the proposed hydro power project conforms to federal and provincial regulatory requirements.
144. If British Columbia issues a water licence under paragraph 143 for a stream, the water reservation established under paragraph 141 will terminate in respect of that stream.

## Land Title Chapter

Sheet #1

## Application for registration of indefeasible title to a parcel of Nisga'a Lands

Paragraph(s): 5, 7

Parties: Nisga'a Nation

## Activities:

## Timing:

1. The Nisga'a Nation will provide information pursuant to paragraph 7 of the Land Title Chapter, to the Registrar, when applying for the registration of an indefeasible title to a parcel of Nisga'a Lands. as required

## Final Agreement Provisions:

5. The Nisga'a Nation, and no other person, in its own name or on behalf of another person may apply under the *Land Title Act* for the registration of an indefeasible title to a parcel of Nisga'a Lands for which no indefeasible title is registered at the time of application.
7. The Nisga'a Nation, when applying for the registration of an indefeasible title to a parcel of Nisga'a Lands under paragraph 5, will provide to the Registrar:
  - a. a description of the boundaries of the parcel;
  - b. a certificate of Nisga'a Lisims Government certifying that, on the date of the Nisga'a Certificate, the person named as the owner in fee simple in the Nisga'a Certificate is the owner of the estate in fee simple of the parcel, and certifying that the Nisga'a Certificate sets out the only:
    - i. subsisting conditions, provisos, restrictions, exceptions, and reservations contained in the original or any other conveyance or disposition from the Nisga'a Nation that are in favour of the Nisga'a Nation, or that are in favour of another person,
    - ii. estates or interests, and
    - iii. charges in respect of a debt owed to the Nisga'a Nation or a Nisga'a Village to which the estate in fee simple of the parcel is subject; and
  - c. registrable copies of all charges referred to in subparagraphs (b)(ii) and (b)(iii).

## Related Provisions:

Land Title Chapter, paragraph(s) 6, 8

**Land Title Chapter**

**Sheet #2**

**Registration of indefeasible title to a parcel of Nisga'a Lands**

**Paragraph(s):** 9

**Parties:** Nisga'a Nation  
British Columbia

**Activities:**

**Timing:**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. If the Nisga'a Nation makes an application under paragraph 5 of the Land Title Chapter (see Sheet #1) for the registration of indefeasible title to a parcel of Nisga'a Lands, the Registrar will review that application.</li> <li>2. If the Registrar is satisfied that the requirements of paragraph 9 of the Land Title Chapter are met, the Registrar will:             <ol style="list-style-type: none"> <li>a) register the indefeasible title to the parcel;</li> <li>b) make a note on the indefeasible title that the parcel is Nisga'a Lands and may be subject to conditions, provisos, restrictions, exceptions and reservations in favour of Nisga'a Nation;</li> <li>c) register as charges the estates and interests set out in paragraph 7(b)(ii) and the other charges set out in paragraph 7(b)(iii) of the Land Title Chapter; and</li> <li>d) provide a copy of the indefeasible title to Nisga'a Lisims Government.</li> </ol> </li> </ol> | <p>as required</p> <p>as soon as practicable after review of application</p> |
|---|--|

**Final Agreement Provisions:**

9. If the Nisga'a Nation makes an application for the registration of indefeasible title to a parcel of Nisga'a Lands under paragraph 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 the Nisga'a Nation;
  - b. the boundaries of the parcel are sufficiently defined by the description provided by the Nisga'a Nation;
  - c. all of the estates, interests, and other charges set out in the Nisga'a Certificate are registrable as charges under the *Land Title Act*; and
  - d. the Nisga'a Certificate is dated not more than seven days before the date of application for registration of an indefeasible title to the parcel

will:

  - e. register the indefeasible title to the parcel;

- f. make a note on the indefeasible title that the parcel is Nisga'a Lands and may be subject to conditions, provisos, restrictions, exceptions, and reservations in favour of Nisga'a Nation;
- g. register as charges the estates and interests set out in subparagraph 7(b)(ii) and the other charges set out in subparagraph 7(b)(iii); and
- h. provide a copy of the indefeasible title to Nisga'a Lisims Government.

**Related Provisions:**

Land Title Chapter, paragraph(s) 5, 7, 8, 10

## Land Title Chapter

Sheet #3

**Cancellation of the registration of an indefeasible title to a parcel of Nisga'a Lands****Paragraph(s):** 14, 15**Parties:** Nisga'a Nation  
British Columbia**Activities:****Timing:**

1. If the Registrar receives an application from the Nisga'a Nation for the cancellation of the registration of an indefeasible title to a parcel of Nisga'a Land, and that application meets the requirements of paragraphs 13 - 15 of the Land Title Chapter, the Registrar will cancel the registration of the indefeasible title.

as requested

**Final Agreement Provisions:**

14. The Nisga'a Nation, when applying under the Land Title Act in accordance with this Chapter for the cancellation of the registration of an indefeasible title to a parcel of Nisga'a Lands, 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 issued in respect of that parcel.
15. Upon receiving an application from the Nisga'a Nation for cancellation of the registration of an indefeasible title to a parcel of Nisga'a Lands in accordance with the provisions of paragraphs 13 and 14, and if:
  - a. the registered owner of the estate in fee simple to the parcel is the Nisga'a Nation, a Nisga'a Village, or a Nisga'a Corporation, and consents; and
  - b. the indefeasible title to the parcel is free and clear of all charges, except those in favour of the Nisga'a Nation or a Nisga'a Village

the Registrar will cancel the registration of the indefeasible title.

**Related Provisions:**

Land Title Chapter, paragraph(s) 13

## Forest Resources Chapter

Sheet #1

**Nisga'a Laws in respect of the management of timber and non-timber forest resources on Nisga'a Lands**

Paragraph(s): 6, 8, 11

Parties: Nisga'a Lisims Government

**Activities:****Timing:**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Nisga'a Lisims Government will make laws in respect of the management of timber resources pursuant to paragraph 6 and 8 of the Forest Resources Chapter by:           <ol style="list-style-type: none"> <li>a) developing those laws; and</li> <li>b) enacting those laws.</li> </ol> </li> <li>2. Nisga'a Lisims Government may make laws in respect of non-timber forest resources pursuant to paragraph 11 of the Forest Resources Chapter.</li> </ol> | <p>before the effective date</p> <p>on the effective date</p> <p>as desired</p> |
|--|---|

**Final Agreement Provisions:**

6. Nisga'a Lisims Government will make laws in respect of the management of timber resources on Nisga'a Lands, that will take effect on the effective date.
8. Laws made under paragraph 6 will include forest standards that meet or exceed forest standards established under forest practices legislation applicable to Crown land, and will include forest standards in respect of the following subject areas if these subject areas are addressed in forest practices legislation:
  - a. riparian management;
  - b. cut block design and distribution;
  - c. road construction, maintenance and deactivation;
  - d. reforestation;
  - e. soil conservation;
  - f. biodiversity;
  - g. hazard abatement, fire preparedness and initial fire suppression;
  - h. silvicultural systems and logging methods; and
  - i. forest health.

11. Nisga'a Lisims Government may make laws in respect of non-timber forest resources on Nisga'a Lands, including establishing standards to regulate harvesting and conservation of non-timber forest resources, provided that the standards meet or exceed any federal or provincial standards established under legislation to regulate, on private land, the harvesting and conservation of non-timber forest resources.

**Related Provisions:**

Forest Resources Chapter, paragraph(s) 7, 9, 10, 56

**Forest Resources Chapter**

**Sheet #2**

**Negotiation of arrangements to achieve coordination and administrative efficiencies in respect of timber management**

**Paragraph(s):** 12

**Parties:** Nisga'a Lisims Government  
 British Columbia  
 Canada

**Activities:**

**Timing:**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Any Party may propose the negotiation of an agreement to achieve coordination and administrative efficiencies in respect of matters such as timber harvesting plans, road building, forest health concerns, forest fire detection and suppression, non-timber forest resources and the protection of fisheries habitat, by making a request, in writing, to the other Parties.</li> <li>2. If desired, the Parties will enter into negotiations.</li> <li>3. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions.</li> </ol> | <p>as desired</p> <p>as desired</p> <p>as agreed</p> |
|--|--|

**Final Agreement Provisions:**

12. The Parties may negotiate arrangements to achieve coordination and administrative efficiencies in respect of matters such as timber harvesting plans, road building, forest health concerns, forest fire detection and suppression, non-timber forest resources, and the protection of fisheries habitat.

## Forest Resources Chapter

Sheet #3

**Apportionment of the volume of timber to be harvested on Nisga'a Lands among the holders of licences****Paragraph(s):** 18**Parties:** British Columbia**Activities:**

1. British Columbia will apportion among the holders of licences the volume of timber to be harvested on Nisga'a Lands, other than former Nisga'a Indian Reserves, by the holders of licences during the transition period pursuant to paragraph 18 of the Forest Resources Chapter.

**Timing:**

on the effective date  
or as soon as is  
reasonably  
practicable

**Final Agreement Provisions:**

18. On the effective date, or as soon as is practicable, British Columbia will apportion among the holders of licences the volume of timber to be harvested on Nisga'a Lands, other than former Nisga'a Indian reserves, by the holders of licences during the transition period as follows:
  - a. year 1 155,000 m<sup>3</sup>;
  - b. year 2 155,000 m<sup>3</sup>;
  - c. year 3 155,000 m<sup>3</sup>;
  - d. year 4 135,000 m<sup>3</sup>; and
  - e. year 5 125,000 m<sup>3</sup>.

**Related Provisions:**

Forest Resources Chapter, paragraph(s) 17, 19, 27 - 29

## Forest Resources Chapter

Sheet #4

**Authorization of the harvest of volumes of timber from Nisga'a Lands for years six through nine after the effective date****Paragraph(s):** 22**Parties:** Nisga'a Lisims Government**Activities:**

1. Nisga'a Lisims Government will authorize the harvest of volumes of timber from Nisga'a Lands pursuant to paragraph 22 of the Forest Resources Chapter.

**Timing:**

years six through nine after the effective date

**Final Agreement Provisions:**

22. Nisga'a Lisims Government, in accordance with Nisga'a laws, including any cut control provisions, will authorize the harvest of volumes of timber from Nisga'a Lands for years six through nine after the effective date as follows:
  - a. year 6 135,000 m<sup>3</sup>;
  - b. year 7 135,000 m<sup>3</sup>;
  - c. year 8 135,000 m<sup>3</sup>; and
  - d. year 9 130,000 m<sup>3</sup>.

**Related Provisions:**

Forest Resources Chapter, paragraph(s) 20, 21, 23, 24

**Forest Resources Chapter**

**Sheet #5**

**Negotiation of agreements in respect of matters such as the rate of harvest of timber resources on Nisga'a Lands**

**Paragraph(s): 23**

**Parties: Nisga'a Nation  
British Columbia**

**Activities:**

**Timing:**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. The Nisga'a Nation or British Columbia may propose the negotiation of an agreement in respect of matters such as the rate of harvest of timber resources on Nisga'a Lands, by making a request, in writing, to the other Party.</li> <li>2. If desired, the Parties will enter into negotiations.</li> <li>3. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions.</li> </ol> | <p>as desired</p> <p>as desired</p> <p>as agreed</p> |
|---|--|

**Final Agreement Provisions:**

23. The Nisga'a Nation and British Columbia may negotiate agreements in respect of matters such as the rate of harvest of timber resources on Nisga'a Lands.

**Forest Resources Chapter**

**Sheet #6**

**Establishment and operation of the Forestry Transition Committee**

**Paragraph(s):** 32 - 35, 38

**Parties:** Nisga'a Nation  
British Columbia  
Canada

<b>Activities:</b>	<b>Timing:</b>
1. The Nisga'a Nation and British Columbia will each appoint one member to the Forestry Transition Committee.	on the effective date
2. Each Party will notify the other Party, in writing, of the person appointed.	on the effective date
3. The Forestry Transition Committee will carry out its responsibilities as required by the Forests Resources Chapter, including paragraphs 33 - 35, and 38 and Appendix H.	during the transition period
4. If a member appointed by one of the Parties ceases to be a member of the Forestry Transition Committee, that Party will appoint a replacement member and notify the other Party, in writing.	as required

**Final Agreement Provisions:**

- 32. On the effective date, the Nisga'a Nation and British Columbia will establish the Forestry Transition Committee and will each appoint one member to that committee.
- 33. The Forestry Transition Committee has, in respect of Nisga'a Lands, sole authority to approve, extend or issue, or to exempt the requirement for:
  - a. forest development plans and amendments in respect of timber harvesting and related activities to be carried out during the transition period;
  - b. silviculture prescriptions and amendments submitted by the holder of a licence for harvesting proposed for the fourth and fifth years of the transition period;
  - c. all cutting permits and road permits required by the holder of a licence to carry out timber harvesting and related activities during the fifth year of the transition period; and
  - d. all road use permits required during the transition period.
- 34. The Forestry Transition Committee may exempt a person from any requirement to comply with operational planning constraints specified in Appendix H.
- 35. The Forestry Transition Committee may impose conditions on any exemption referred to in paragraph 33 or 34.

38. The Forestry Transition Committee will make its decisions by consensus, and any dispute between the members of the Forestry Transition Committee arising out of the performance of its duties will be finally determined by arbitration in accordance with Appendix H.

**Related Provisions:**

Forest Resources Chapter, paragraph(s) 39  
Appendix H, paragraph(s) 62, 64, 65

## Forest Resources Chapter

Sheet #7

## Determination of roads requiring deactivation

Paragraph(s): 43, 44

Parties: Nisga'a Nation

## Activities:

1. If a road requires deactivation under forest practices legislation but the Nisga'a Nation does not want that road to be deactivated, the Nisga'a Nation will notify, in writing, the person responsible for the road that deactivation is not required.

## Timing:

as soon as practicable after receipt of notice of intention to deactivate

## Final Agreement Provisions:

43. The Nisga'a Nation will:
  - a. determine which roads that require deactivation under forest practices legislation will not require deactivation; and
  - b. notify in writing the person responsible for the road that deactivation of the road is not required.
44. Notice under paragraph 43 will be given as soon as practicable after the person responsible for the road advises the Nisga'a Nation that they intend to deactivate the road.

## Related Provisions:

Forest Resources Chapter, paragraph(s) 45, 46

Forest Resources Chapter

Sheet #8

Contravention of forest practices legislation on or affecting Nisga'a Lands

Paragraph(s): 51, 52

Parties: Nisga'a Nation  
British Columbia

Activities:

Timing:

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. During the transition period, if a penalty other than a performance penalty is imposed on a person for a contravention of forest practices legislation on or affecting Nisga'a Lands, British Columbia will pay to the Nisga'a Nation an amount equivalent to the portion of that penalty that is imposed in respect of the contravention on or affecting Nisga'a Lands.</li> <li>2. During the transition period, if a performance penalty is imposed on a person for a contravention of forest practices legislation on Nisga'a Lands, British Columbia will pay to the Nisga'a Nation an amount equivalent to the portion of that penalty that is imposed and collected, less the reasonable costs associated with imposing that penalty and collected in respect of the contravention on Nisga'a Lands.</li> </ol> | <p>as soon as practicable after penalty imposed</p> <p>as soon as practicable after penalty collected</p> |
|--|---|

Final Agreement Provisions:

51. During the transition period, if a penalty other than a performance penalty is imposed on a person for a contravention of forest practices legislation on or affecting Nisga'a Lands, British Columbia will pay to the Nisga'a Nation an amount equivalent to the portion of that penalty that is imposed in respect of the contravention on or affecting Nisga'a Lands.
52. During the transition period, if a performance penalty is imposed on a person for a contravention of forest practices legislation on Nisga'a Lands, British Columbia will pay to the Nisga'a Nation an amount equivalent to the portion of that penalty that is imposed and collected in respect of the contravention on Nisga'a Lands, less the reasonable costs associated with imposing that penalty.

Related Provisions:

Forest Resources Chapter, paragraph(s) 50, 53

## Forest Resources Chapter

Sheet #9

**Payment of cost relating to forest fires on former Nisga'a Indian reserves during the transition period****Paragraph(s):** 58**Parties:** British Columbia  
Canada (Department of Indian Affairs and Northern Development)**Activities:****Timing:**

1. If a forest fire originates on former Nisga'a Indian reserves during the transition period, Canada will pay the costs incurred by British Columbia in controlling and suppressing such fires. as soon as practicable after suppression of fire

**Final Agreement Provisions:**

58. During the transition period, Canada will pay the costs incurred by British Columbia in controlling and suppressing forest fires that originate on former Nisga'a Indian reserves on the same basis as would have applied if the former Nisga'a Indian reserves had remained Indian reserves under the *Indian Act*.

Forest Resources Chapter

Sheet #10

Provision of information concerning forest development plans

Paragraph(s): 75

Parties: Nisga'a Nation  
British Columbia  
Canada (Department of Fisheries and Oceans)

Activities:

Timing:

1. Canada or British Columbia will provide the Nisga'a Nation, through the Joint Fisheries Management Committee and the Wildlife Committee, the information concerning forest development plans applicable to all or part of the Nass Area that is provided to the ministries or departments of Canada and British Columbia participating on those committees. as required

Final Agreement Provisions:

75. Canada or British Columbia will provide the Nisga'a Nation, through the Joint Fisheries Management Committee and the Wildlife Committee, the information concerning forest development plans applicable to all or part of the Nass Area that is provided to the ministries or departments of Canada and British Columbia participating on those committees.

Related Provisions:

Appendix I-1

## Access Chapter

Sheet #1

**Regulation of public access to Nisga'a Public Lands, including law making, notification, and consultation**

Paragraph(s): 2 - 4, 8, 9

Parties: Nisga'a Lisims Government  
British Columbia  
Canada

**Activities:****Timing:**

1. Nisga'a Lisims Government will:
  - a) allow reasonable public access to and onto Nisga'a Public Lands for temporary non-commercial and recreational uses under paragraph 2 of the Access Chapter; and
  - b) provide reasonable opportunities for the public to hunt and fish on Nisga'a Public Lands under paragraph 4 of the Access Chapter.

ongoing, as of the effective date
  
2. Nisga'a Lisims Government may make laws, in accordance with the Nisga'a Government Chapter, regulating public access to and onto Nisga'a Public Lands, for purposes such as those set out in paragraph 3 of the Access Chapter.
 

as desired
  
3. If a Nisga'a law would significantly affect the regulation of public access to Nisga'a Public Lands, Nisga'a Lisims Government will consult with Canada and British Columbia by:
  - a) notifying Canada and British Columbia, in writing, of the proposed Nisga'a law in sufficient detail to permit Canada and British Columbia to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;
  - b) if requested, providing sufficient information to permit Canada and British Columbia to prepare their views on the matter; and
  - c) giving full and fair consideration of Canada's and British Columbia's views.

before enacting the law
  
4. If Nisga'a Lisims Government makes laws, Nisga'a Lisims Government will:
  - a) register those laws in its public registry;

as required

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>b) provide Canada and British Columbia with copies of those laws; and</li> <li>c) publicize those laws pursuant to its own procedures.</li> </ul> | <ul style="list-style-type: none"> <li>as soon as practicable after enactment</li> <li>as established by Nisga'a Lisims Government procedures</li> </ul> |
| <p>5. Nisga'a Lisims Government and British Columbia will take reasonable measures to notify the public of terms and conditions in respect of public access to Nisga'a Public Lands.</p> | <p>as soon as practicable after enactment</p>  |

**Planning Assumptions/Guidelines/Comments:**

On the effective date, Nisga'a Lisims Government will want to make laws regulating access to Nisga'a Public Lands.

Nisga'a Lisims Government and British Columbia may take the "reasonable measures" under activity 5 separately or jointly.

**Final Agreement Provisions:**

- 2. Nisga'a Lisims Government will allow reasonable public access to and onto Nisga'a Public Lands for temporary non-commercial and recreational uses, but public access does not include:
  - a. harvesting or extracting resources unless authorized by Nisga'a Lisims Government or as set out in this Chapter;
  - b. causing damage to Nisga'a Lands or resources;
  - c. causing mischief or nuisance; or
  - d. interfering with other uses authorized by Nisga'a Lisims Government, or interfering with the ability of Nisga'a Lisims Government to authorize uses of or dispose of Nisga'a Public Lands, or to designate Nisga'a Public Lands as Nisga'a Private Lands or Nisga'a Village Lands.
- 3. Nisga'a Lisims Government may make laws in accordance with the Nisga'a Government Chapter regulating public access to and onto Nisga'a Public Lands, for purposes such as:
  - a. public safety;
  - b. the prevention of nuisance or damage, including fires;
  - c. the protection of sensitive habitat areas or heritage sites; and
  - d. the prevention of harvesting or extracting of resources.
- 4. Nisga'a Lisims Government will provide reasonable opportunities for the public to hunt and fish on Nisga'a Public Lands but, as the Nisga'a Nation is the owner of the land on the effective date, only

Nisga'a citizens have the right to hunt and fish on Nisga'a Lands.

8. Nisga'a Lisims Government and British Columbia will take reasonable measures to notify the public of terms and conditions in respect of public access to and onto Nisga'a Public Lands.
9. Nisga'a Lisims Government will consult with Canada and British Columbia in respect of any proposed Nisga'a laws that would significantly affect the regulation of public access to and onto Nisga'a Public Lands.

**Related Provisions:**

Access Chapter, paragraph(s) 5, 7

Nisga'a Government Chapter, paragraph(s) 18

General Provisions Chapter, paragraph(s) 28

**Establishment of and changes to locations and boundaries of Nisga'a Village Lands and Nisga'a Private Lands**

Paragraph(s): 10 - 13

Parties: Nisga'a Lisims Government  
 Canada (Department of Indian Affairs and Northern Development)  
 British Columbia

Activities:	Timing:
1. Nisga'a Lisims Government will notify Canada and British Columbia, in writing, of the location and boundaries of Nisga'a Village Lands and Nisga'a Private Lands.	on or before the effective date
2. If Nisga'a Lisims Government intends to change the locations or boundaries of Nisga'a Village Lands or Nisga'a Private Lands, it will provide reasonable notice to British Columbia and Canada of the proposed changes.	before changing locations or boundaries
3. If Nisga'a Lisims Government intends to change the locations or boundaries of Nisga'a Village Lands or Nisga'a Private Lands, it will: <ul style="list-style-type: none"> <li>a) take reasonable steps to notify the public; and</li> <li>b) consider any views advanced in respect of the proposed changes.</li> </ul>	before changing locations or boundaries
4. If a designation of Nisga'a Public Lands as Nisga'a Village Lands or Nisga'a Private Lands has the effect of preventing public access to an area or location to which there is a public right of access under federal or provincial laws of general application, such as navigable waters or Crown roads, Nisga'a Lisims Government will provide reasonable alternative means of public access to that area or location.	as soon as practicable after designation

**Final Agreement Provisions:**

- 10. Nisga'a Lisims Government will notify Canada and British Columbia of the location and boundaries of Nisga'a Village Lands and Nisga'a Private Lands.
- 11. If Nisga'a Lisims Government intends to change the locations or boundaries of Nisga'a Village Lands or Nisga'a Private Lands, it will provide reasonable notice to British Columbia and Canada of the proposed changes.
- 12. If Nisga'a Lisims Government intends to change the locations or boundaries of Nisga'a Village Lands or Nisga'a Private Lands, it will take reasonable steps to notify the public, and it will consider any views advanced in respect of the proposed changes by any individual who would be adversely affected, but the changes may not be set aside on the ground of insufficient notice.

13. If the designation of Nisga'a Public Lands as Nisga'a Village Lands or Nisga'a Private Lands has the effect of preventing public access to an area or location to which there is a public right of access under federal or provincial laws of general application such as navigable waters or Crown roads, Nisga'a Lisims Government will provide reasonable alternative means of public access to that area or location.

## Access Chapter

Sheet #3

## Notice of entry onto Nisga'a Lands and onto the Nass Area by Canada or British Columbia

Paragraph(s): 15 - 19

Parties: Canada  
British Columbia  
Nisga'a Nation

### Activities:

### Timing:

1. Canada or British Columbia will give reasonable notice, in writing, of entry onto Nisga'a Lands under paragraphs 15 of the Access Chapter to the Nisga'a Nation:
  - a) before the entry if it is practicable to do so; or
  - b) in any event, as soon as practicable after the entry.
2. Canada will give reasonable notice, in writing, to the Nisga'a Nation of entry onto the Nass Area to carry out activities related to national defence and security:
  - a) before the entry if it is practicable to do so; or
  - b) in any event, as soon as practicable after the entry.

### Final Agreement Provisions:

15. Agents, employees, and contractors of Canada or British Columbia, police officers appointed under federal or provincial legislation, and members of the Canadian Armed Forces, in accordance with federal and provincial laws of general application, may enter, cross, and stay temporarily on Nisga'a Lands to deliver and manage programs and services, to carry out inspections under law, to enforce laws, to carry out the terms of this Agreement, and to respond to emergencies.
16. Canada or British Columbia will give reasonable notice of entry onto Nisga'a Lands under paragraphs 15 or 17 to the Nisga'a Nation:
  - a. before the entry if it is practicable to do so; or
  - b. in any event, as soon as practicable after the entry.
17. This Agreement does not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security, in accordance with federal laws of general application.
18. Canada will give reasonable notice of entry onto the Nass Area under paragraph 17 to the Nisga'a

Nation:

a. before the entry if it is practicable to do so; or

b. in any event, as soon as practicable after the entry.

19. Persons who enter, cross, and stay temporarily on Nisga'a Lands under paragraphs 15 or 17 are subject to Nisga'a laws except to the extent that those laws unduly interfere with the carrying out of their duties, and they are not subject to payment of fees or compensation except as required by federal or provincial law in respect of the payment of fees or compensation for access on land owned in fee simple.

**Related Provisions:**

Appendix I-1

## Access Chapter

Sheet #4

**Notice of entry to lands off of Nisga'a Lands by the Nisga'a Nation, Nisga'a Villages and Nisga'a Corporations****Paragraph(s):** 20 - 22**Parties:** Nisga'a Nation  
Canada  
British Columbia**Activities:****Timing:**

1. The Nisga'a Nation, Nisga'a Villages and Nisga'a Corporations will give reasonable notice, in writing, of entry onto lands under paragraph 20 of the Access Chapter to Canada or British Columbia as the case may be:
    - a) before the entry if it is practicable to do so; or
    - b) in any event, as soon as practicable after the entry.
- as required

**Planning Assumptions/Guidelines/Comments:**

Notice under paragraph 22 of the Access Chapter will be provided to the federal department or agency holding the interest to the land being accessed.

**Final Agreement Provisions:**

20. Agents, employees, and contractors of the Nisga'a Nation, Nisga'a Villages, and Nisga'a Corporations, and members of the Nisga'a Police Service, in accordance with laws of general application, may enter, cross, and stay temporarily on lands off of Nisga'a Lands to deliver and manage programs and services, to carry out inspections under law, to enforce laws, to carry out the terms of this Agreement, and to respond to emergencies.
21. Persons who enter, cross, and stay temporarily on lands under paragraph 20 are not subject to payment of fees or compensation except to the extent that federal or provincial law requires the payment of fees or compensation by or on behalf of agents, employees, or contractors of federal or provincial governments.
22. The Nisga'a Nation, Nisga'a Villages, or Nisga'a Corporations will give reasonable notice of entry onto lands under paragraph 20 to Canada or British Columbia as the case may be:
  - a. before the entry if it is practicable to do so; or
  - b. in any event, as soon as practicable after the entry.

## Roads and Rights of Way Chapter

Sheet #1

## Granting of the rights of way for secondary provincial roads

Paragraph(s): 17 - 19

Parties: Nisga'a Nation  
British Columbia

## Activities:

## Timing:

1. The Nisga'a Nation will grant to British Columbia, in accordance with this Agreement, the rights of way for secondary provincial roads as set out in Appendix C-1, Part 3. These rights of way will be substantially in the form of Appendix C-4, Document 1, unless otherwise agreed in accordance with paragraph 19 of the Roads and Rights of Way Chapter. on the effective date

## Final Agreement Provisions:

17. On the effective date, the Nisga'a Nation will grant to British Columbia, in accordance with this Agreement, the rights of way for secondary provincial roads as set out in Appendix C-1, Part 3.
18. Grants for secondary provincial road rights of way on the effective date will be substantially in the form of Appendix C-4, Document 1 and will include by reference all of the provisions of this Agreement that apply to secondary provincial road rights of way, which provisions will be subject to any express provisions in the grant.
19. Unless the Nisga'a Nation and British Columbia otherwise agree, grants for secondary provincial road rights of way granted after the effective date will be in the form and on the terms referred to in paragraph 18.

## Related Provisions:

Roads and Rights of Way Chapter, paragraph(s) 20, 21  
Appendix C-1 (Part 3), C-4 (Document 1)

## Roads and Rights of Way Chapter

Sheet #2

**Granting of rights of way, by the Nisga'a Nation or a Nisga'a Village, for secondary provincial roads connecting the North Hoodoo Road**

Paragraph(s): 31

Parties: Nisga'a Nation/ Nisga'a Village  
British Columbia**Activities:****Timing:**

1. If British Columbia wishes to have a right of way:
  - a) for secondary provincial roads connecting the North Hoodoo Road with the easterly boundary of Nisga'a Lands as shown generally in Appendix C-1, Part 3; or
  - b) to extend or add to the provincial secondary roads in accordance with paragraph 2 of the Roads and Rights of Way Chapter,

British Columbia will make a request, in writing, to the Nisga'a Nation or a Nisga'a Village.
2. If British Columbia has made a request under activity 1 and subject to the aggregate right of way maximum of 2,800 hectares, the Nisga'a Nation or a Nisga'a Village will give a grant substantially in the form of Appendix C-4, Document 1.

**Final Agreement Provisions:**

31. On request of British Columbia and subject to the aggregate right of way maximum, the Nisga'a Nation or a Nisga'a Village will give a grant substantially in the form of Appendix C-4, Document 1 granting:
  - a. rights of way for secondary provincial roads for the three roads connecting the North Hoodoo Road with the easterly boundary of Nisga'a Lands as shown generally in Appendix C-1, Part 3; and
  - b. rights of way to extend or add to the provincial secondary roads in accordance with paragraph 2.

**Related Provisions:**Roads and Rights of Way Chapter, paragraph(s) 2  
Appendix C-1 (Part 3), C-4 (Document 1)

## Roads and Rights of Way Chapter

Sheet #3

## Emergency work undertaken on Nisga'a Lands

Paragraph(s): 40, 41

Parties: Nisga'a Nation/ Nisga'a Village  
British Columbia

## Activities:

## Timing:

- |    |  |                        |
|----|--|------------------------|
| 1. | In an emergency, British Columbia may undertake works and take steps, on Nisga'a Lands, that are reasonably required to be taken immediately in order to protect works constructed on the Nisga'a Highway corridor or a secondary provincial road right of way area, or to protect persons or vehicles using the Nisga'a Highway or a secondary provincial road. | as required            |
| 2. | In the event of an emergency referred to under paragraph 40 of the Roads and Rights of Way Chapter, British Columbia will notify the Nisga'a Nation or the relevant Nisga'a Village, as the case may be, in writing that it has undertaken emergency work on Nisga'a Lands.  | as soon as practicable |

## Final Agreement Provisions:

40. Notwithstanding any other provision of this Agreement, in an emergency, British Columbia may undertake works and take steps, on Nisga'a Lands, that are reasonably required to be taken immediately in order to protect works constructed on the Nisga'a Highway corridor or a secondary provincial road right of way area, or to protect persons or vehicles using the Nisga'a Highway or a secondary provincial road.
41. In the event of an emergency referred to under paragraph 40, British Columbia will, as soon as practicable, notify the Nisga'a Nation or the relevant Nisga'a Village, as the case may be, in writing that it has undertaken emergency work on Nisga'a Lands.

Roads and Rights of Way Chapter

Sheet #4

Consultation regarding traffic regulation

Paragraph(s): 42

Parties: Nisga'a Nation  
British Columbia

Activities:

Timing:

- |   |  |
|---|--|
| <p>1. If the Nisga'a Nation wishes to be consulted by British Columbia regarding matters set out in paragraph 42 of the Roads and Rights of Way Chapter, it will notify British Columbia, in writing.</p>   | <p>as desired</p>                                    |
| <p>2. British Columbia will consult with the Nisga'a Nation or that Nisga'a Village with respect to regulation of traffic and transportation on the Nisga'a Highway or a secondary provincial road that is adjacent to a settled area on Nisga'a Lands by:</p> <ul style="list-style-type: none"> <li>a) notifying the Nisga'a Nation or that Nisga'a Village, in writing, of the proposed regulation or policy in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;</li> <li>b) if requested by the Nisga'a Nation, providing sufficient information to permit it to prepare its views on the matter; and</li> <li>c) giving full and fair consideration of the Nisga'a Nation's views.</li> </ul> | <p>before enacting regulation or adopting policy</p> |
| <p>3. British Columbia will notify the Nisga'a Nation or that Nisga'a Village, in writing, of any decision regarding the proposed regulation or policy.</p>   | <p>before enacting regulation or adopting policy</p> |

Final Agreement Provisions:

42. Upon request of the Nisga'a Nation or a Nisga'a Village, British Columbia will consult with the Nisga'a Nation or that Nisga'a Village with respect to regulation of traffic and transportation on the Nisga'a Highway or a secondary provincial road that is adjacent to a settled area on Nisga'a Lands.

Related Provisions:

General Provisions Chapter, paragraph(s) 28

## Roads and Rights of Way Chapter

Sheet #5

### Consultation on land use decisions relating to the development of Nisga'a Lands adjacent to the Nisga'a Highway corridor

**Paragraph(s):** 45

**Parties:** Nisga'a Nation  
British Columbia

**Activities:**

1. The Nisga'a Nation or a Nisga'a Village will consult with British Columbia on land use decisions relating to the development of Nisga'a Lands adjacent to the Nisga'a Highway corridor by:
  - a) notifying British Columbia, in writing, of the proposed land use in sufficient detail to permit British Columbia to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the British Columbia to present its views;
  - b) if requested, providing sufficient information to permit British Columbia to prepare its views on the matter; and
  - c) giving full and fair consideration of the British Columbia's views.
2. The Nisga'a Nation will notify British Columbia, in writing, of any decision regarding the proposed regulation or policy.

**Timing:**

before enacting regulation or adopting policy

before enacting regulation or adopting policy

**Final Agreement Provisions:**

45. The Nisga'a Nation or a Nisga'a Village, as the case may be, will consult with British Columbia on land use decisions relating to the development of Nisga'a Lands adjacent to the Nisga'a Highway corridor.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

Roads and Rights of Way Chapter

Sheet #6

Preparation of gravel management plans

Paragraph(s): 53

Parties: Nisga'a Nation  
British Columbia

Activities:

Timing:

1. British Columbia will prepare gravel management plans for the gravel materials pits existing on the effective date as set out in Schedule B of the Roads and Rights of Way Chapter, and submit them to the Nisga'a Nation or a Nisga'a Village, as the case may be, for approval, which approval will not be unreasonably withheld.

as soon as practicable after the effective date

Final Agreement Provisions:

53. As soon as practicable after the effective date, British Columbia will prepare gravel management plans for the gravel materials pits existing on the effective date as set out in Schedule B, and submit them to the Nisga'a Nation or a Nisga'a Village, as the case may be, for approval, which approval will not be unreasonably withheld.

Related Provisions:

Roads and Rights of Way Chapter, paragraph(s) 52, 54, 55, Schedule B

## Roads and Rights of Way Chapter

Sheet #7

**Grant of private road rights of way by Nisga'a Nation****Paragraph(s):** 65, 66**Parties:** Nisga'a Nation**Activities:****Timing:**

1. The Nisga'a Nation will grant private road rights of way for the private roads listed in Appendix C-1, Part 3. These rights of way will be substantially in the form of Appendix C-4, Document 2. on the effective date

**Final Agreement Provisions:**

65. On the effective date, the Nisga'a Nation will grant private road rights of way for the private roads listed in Appendix C-1, Part 3.
66. Grants for private road rights of way given on the effective date will be substantially in the form of Appendix C-4, Document 2.

**Related Provisions:**

Appendix C-1 (Part 3), C-4 (Document 2)

## Roads and Rights of Way Chapter

Sheet #8

## Public utilities rights of way

Paragraph(s): 68

Parties: Nisga'a Nation  
British Columbia

## Activities:

## Timing:

- |    |  |                       |
|----|--|-----------------------|
| 1. | For public utility works located on a Crown road right of way area on Nisga'a lands, British Columbia will be deemed to have granted the public utility the right to use the Crown road right of way area as set out in paragraph 68 (a) of the Roads and Rights of Way Chapter. | on the effective date |
| 2. | For Hydro works not located on a Crown road right of way area, the Nisga'a Nation will give the grants to Hydro, as set out in Appendix C-1, Part 2, substantially in the form set out in Appendix C-3, Document 1.  | on the effective date |
| 3. | For BC TEL works not located on a Crown road right of way area, the Nisga'a Nation will give the grants to BC TEL as set out in Appendix C-1, Part 2, substantially in the form set out in Appendix C-3, Document 2.   | on the effective date |
| 4. | To provide access across Nisga'a Lands to Hydro rights of way areas and works the Nisga'a Nation will grant to Hydro rights of way as set out in Appendix C-1, Part 3, substantially in the form contained in Appendix C-4, Document 3.  |                       |

## Final Agreement Provisions:

68. On the effective date:
- a. for public utility works located on a Crown road right of way area on Nisga'a lands, British Columbia will be deemed to have granted the public utility the right to use the Crown road right of way area for the installation, operation and maintenance of the existing utility transmission and distribution works, subject to regulation by British Columbia in the same manner as British Columbia regulates public utilities on road rights of way elsewhere in British Columbia;
  - b. for Hydro works not located on a Crown road right of way area, the Nisga'a Nation will give the grants to Hydro, as set out in Appendix C-1, Part 2, substantially in the form set out in Appendix C-3, Document 1;
  - c. for BC TEL works not located on a Crown road right of way area, the Nisga'a Nation will give the grants to BC TEL as set out in Appendix C-1, Part 2, substantially in the form set out in Appendix C-3, Document 2; and
  - d. to provide access across Nisga'a Lands to Hydro rights of way areas and works the Nisga'a Nation will grant to Hydro rights of way as set out in Appendix C-1, Part 3, substantially in the form contained in Appendix C-4, Document 3.

**Related Provisions:**

Appendix C-1 (Part 2 and Part 3), C-3 (Document 1 and 2), C-4 (Document 3)



Fisheries Chapter

Sheet #1

Levy of fees and charges for sale of fish or aquatic plants for commercial harvesting

Paragraph(s): 8

Parties: Nisga'a Lisims Government  
 Canada (Department of Fisheries and Oceans)  
 British Columbia

Activities:

Timing:

- |   |  |
|---|--|
| <p>1. If requested by Nisga'a Lisims Government, a Nisga'a Institution or a Nisga'a Corporation, Canada or British Columbia will provide the requesting body with reasonably available information concerning any fees or charges applicable to the sale of fish or aquatic plants harvested under the Final Agreement.</p> | <p>as soon as practicable after request</p>            |
| <p>2. If Nisga'a Lisims Government, a Nisga'a Institution or a Nisga'a Corporation intends to perform activities that it believes are the activities for which fees and charges are levied by Canada or British Columbia, Nisga'a Lisims Government will notify Canada or British Columbia.</p>                             | <p>as desired</p>                                      |
| <p>3. Nisga'a Lisims Government and the other Party will attempt to reach agreement on the extent to which federal or provincial activities are replaced, and the corresponding reduction in fees and charges.</p>  | <p>within a reasonable period of time after notice</p> |
| <p>4. If those Parties reach agreement, they will implement it in accordance with its terms and conditions.</p>   | <p>as agreed</p>                                       |

Planning Assumptions/Guidelines/Comments:

Where a Nisga'a Institution or a Nisga'a Corporation funds or performs the activities for which fees or charges are levied, it is anticipated that that body will represent Nisga'a Lisims Government for the purposes of activity 2 and 3.

Final Agreement Provisions:

8. Persons who sell fish harvested under this Agreement are subject to fees and charges applied to commercial harvesters in respect of the sale of fish or aquatic plants except to the extent that Nisga'a Lisims Government, a Nisga'a Institution, or a Nisga'a Corporation funds or performs the activities for which those fees and charges are levied.

Fisheries Chapter

Sheet #2

Determination of minimum escapement levels for a species of Nass salmon

Paragraph(s): 11

Parties: Canada (Department of Fisheries and Oceans)

Activities:

Timing:

- |    |  |             |
|----|--|-------------|
| 1. | The Minister will identify whether there are any concerns regarding the conservation of a species of Nass salmon.  | annually    |
| 2. | The Minister will, if appropriate, conduct research to estimate the spawning and rearing requirements for that species.  | as required |
| 3. | If necessary for conservation, the Minister will determine a minimum escapement level for a species of Nass salmon (see Nisga'a Fisheries Operational Guidelines). | as required |

Final Agreement Provisions:

11. In every year in which it is necessary for conservation, the Minister will determine a minimum escapement level for one or more species of Nass salmon.

## Fisheries Chapter

Sheet #3

## Determination of Nisga'a fish allocations for each species of Nass salmon

Paragraph(s): 11 - 20, 28 - 30, 35, 36, 89 - 90

Parties: Nisga'a Lisims Government  
 Canada (Department of Fisheries and Oceans)  
 Joint Fisheries Management Committee

## Activities:

## Timing:

Pre-season

- |    |   |                    |
|----|---|--------------------|
| 1. | The Joint Fisheries Management Committee may provide to the Minister any information it deems necessary to forecast the size of the total return to Canada and the seasonal incidental harvests for that species (see Nisga'a Fisheries Operational Guidelines).  | December - January |
| 2. | The Minister will forecast the size of the total return to Canada and the seasonal incidental harvests for that species of salmon (see Nisga'a Fisheries Operational Guidelines)  | December - January |
| 3. | If the predicted total return to Canada includes any chinook, coho, or chum salmon that can be identified as resulting from approved Nisga'a enhancement initiatives in the Nass Area, the Minister and Nisga'a Lisims Government, with input from the Joint Fisheries Management Committee, will estimate the proportion of the predicted total return to Canada for each species that is expected to result from approved Nisga'a enhancement initiatives (see Nisga'a Fisheries Operational Guidelines). | December - January |
| 4. | The Minister will notify Nisga'a Lisims Government, in writing, that there will not be any directed harvests of a species of Nass salmon in any year, if: <ul style="list-style-type: none"> <li>a) there is a minimum escapement level for that species of Nass salmon; and</li> <li>b) the number of that species of Nass salmon returning to Canadian waters, less incidental harvests, is less than or equal to the minimum escapement level for that species.</li> </ul>                               | by February        |
| 5. | If, in any year: <ul style="list-style-type: none"> <li>a) the Minister has not determined a minimum escapement level for a species of Nass salmon, or</li> <li>b) the number of a species of Nass salmon returning to Canadian waters, less incidental harvests, is greater than the minimum escapement level determined by the Minister for that species;</li> </ul>  | by February        |

the Minister and Nisga'a Lisims Government, with input from the Joint Fisheries Management Committee, will determine the Nisga'a fish allocations

for each species in accordance with paragraph 13 of the Fisheries Chapter.

6. The Minister and Nisga'a Lisims Government will notify the Joint Fisheries Management Committee of the pre-season estimates of the Nisga'a fish allocations. by February

#### In Season

7. Nisga'a Lisims Government, in consultation with Canada, may conduct stock assessment and related activities to assist in the determination of the total return to Canada and total escapement for a species of Nass salmon, and provide information respecting these activities to Canada. as desired
8. Nisga'a Lisims Government or the Joint Fisheries Management Committee may provide to the Minister any information they deem necessary to revise estimates of the total return to Canada (see Nisga'a Fisheries Operational Guidelines). as desired
9. If necessary, for a particular species, the Minister will revise estimates of the total return to Canada and notify Nisga'a Lisims Government and the Joint Fisheries Management Committee of these revisions (see Fisheries Operational Guidelines). as required
10. If an estimate of the total return to Canada for a particular species is revised, the Minister and Nisga'a Government will make corresponding revisions to Nisga'a fish allocations and notify the Joint Fisheries Management Committee of these changes. as required
11. The Joint Fisheries Management Committee may make recommendations and provide advice in respect of surpluses in accordance with paragraphs 29 and 77(i) of the Fisheries Chapter. as desired
12. Recommendations of the Joint Fisheries Management Committee will be considered by the Minister in accordance with paragraphs 89 and 90 of the Fisheries Chapter. as required
13. The Minister may determine whether there is a surplus of a species of Nass salmon and the size of that surplus. as desired
14. The Minister may permit Nisga'a Lisims Government to harvest a quantity of surplus Nass salmon on reaching agreement with Nisga'a Lisims Government in accordance with paragraph 30 of the Fisheries Chapter. as desired

#### Post-Season

(see Sheet 4 for description of activities)

#### **Final Agreement Provisions:**

11. In every year in which it is necessary for conservation, the Minister will determine a minimum escapement level for one or more species of Nass salmon.
12. The Minister will not permit any directed harvests of a species of Nass salmon in any year if:
  - a. there is a minimum escapement level for that species of Nass salmon; and
  - b. the number of that species of Nass salmon returning to Canadian waters, less incidental harvests, is less than or equal to the minimum escapement level for that species.
13. In any year:
  - a. if the Minister has not determined a minimum escapement level for a species of Nass salmon; or
  - b. if the number of a species of Nass salmon returning to Canadian waters, less incidental harvests, is greater than the minimum escapement level determined by the Minister for that species

the amount of that species that the Nisga'a Nation is entitled to harvest will be determined in accordance with Schedule A and paragraph 16.
14. The amount of each species of Nass salmon in the Nisga'a fish allocations set out in Schedule A varies with the size of the total run of that species returning to Canadian waters in each year, as set out in Schedule A.
15. Following the fishing season in each year, the Minister and Nisga'a Lisims Government will conduct an accounting of that year's harvest of Nass salmon, in accordance with Schedule B.
16. If there is an overage or underage of a species of Nass salmon in any year, the amount of that species of Nass salmon to be harvested in Nisga'a fisheries will be adjusted in subsequent years, in accordance with Schedule B.
17. In every year the Minister will manage all Canadian fisheries that harvest Nass salmon in order to minimize overharvests of each species of Nass salmon.
18. The Minister and Nisga'a Lisims Government will endeavour to minimize any overages or underages in each year and to minimize the accumulation of overages and underages in successive years.
19. In any year the Minister and Nisga'a Lisims Government may agree to adjust the species composition of the Nisga'a harvest for that year in accordance with the system of equivalencies set out in Schedule C.
20. If a proposed Nisga'a annual fishing plan includes an adjustment under paragraph 19 that will affect a species or fishery under the management authority of the other Party, the Minister and Nisga'a Lisims Government will consult with the other Party's representatives on the Joint Fisheries Management Committee, and will notify those representatives of any in-season adjustments.
28. In any year, the Minister may determine whether there is a surplus of a species of Nass salmon, and the size of that surplus.
29. The Joint Fisheries Management 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
- b. provide advice to the Minister in respect of the size of the surplus.
30. The Minister may permit Nisga'a Lisims Government to harvest some or all of the surplus Nass salmon on reaching agreement with Nisga'a Lisims Government 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 overages and underages.
35. In any year, the portion of the return to Canadian waters of chinook, coho, or chum salmon that can be identified as resulting from approved Nisga'a enhancement initiatives in the Nass Area will be excluded from the determination of the Nisga'a fish allocations under paragraph 13 for that year. The Nisga'a fish allocations of these fish are 21% of the chinook, 8% of the coho and 8% of the chum salmon, subject to measures that are necessary for conservation for non-enhanced Nass salmon and non-enhanced Nass steelhead stocks.
36. The Nisga'a Nation has the right to harvest surplus Nass salmon that result from an approved Nisga'a enhancement initiative, in the same proportion as the Nisga'a contribution to the total cost of the initiative. These harvests are not subject to paragraph 16 and are in addition to the Nisga'a fish allocations under paragraph 13 and 35 and the Harvest Agreement.
89. In considering recommendations of the Joint Fisheries Management Committee, the Minister will take into account:
- a. conservation requirements and availability of fisheries resources;
  - b. any Nisga'a preferences in respect of methods, timing, and locations of harvests throughout the Nass Area, set out in the recommendations;
  - c. utilization of the fisheries resources for the benefit of all Canadians;
  - d. efficient and effective harvesting of fisheries resources;
  - e. requirements for integration and efficient management of all fisheries;
  - f. accepted scientific procedures for management of fisheries resources; and
  - g. any other matters the Minister considers appropriate.
90. After considering the recommendations of the Joint Fisheries Management Committee under paragraph 89, the Minister, on a timely basis, will:
- a. approve, or vary and approve, the Nisga'a annual fishing plans recommended by the Joint Fisheries Management Committee, or its members, and provide written reasons for varying Nisga'a annual fishing plans; and
  - b. approve or reject, in whole or in part, all other recommendations made by the Joint Fisheries Management Committee, or its members, and provide written reasons for rejecting, in whole or in part, any of those other recommendations

but approved Nisga'a annual fishing plans, and approvals and rejections of other recommendations, must be consistent with this Agreement and the Harvest Agreement.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 77, Schedule A, B and C

**Fisheries Chapter**

**Sheet #4**

**Accounting for overages and underages in Nisga'a harvests**

**Paragraph(s):** 11 - 17, 19, 30, 77(f), 89 - 90

**Parties:** Nisga'a Lisims Government  
 Canada (Department of Fisheries and Oceans)  
 Joint Fisheries Management Committee

**Activities:**

**Timing:**

- |   |  |
|---|--|
| <p>1. The Joint Fisheries Management Committee will provide its recommendations to the Minister and Nisga'a Lisims Government in respect of Nisga'a overages and underages in accordance with Schedule B of the Fisheries Chapter.</p>                                  | <p>at the end of the season for each species</p> |
| <p>2. Recommendations of the Joint Fisheries Management Committee will be considered by the Minister in accordance with paragraphs 89 and 90 of the Fisheries Chapter.</p>  | <p>as required</p>                               |
| <p>3. Canada and Nisga'a Lisims Government will perform detailed accounting to determine the final Nisga'a allocation and calculate overages and underages for each species (see Schedule B of the Fisheries Chapter and Nisga'a Fisheries Operational Guidelines).</p> | <p>at the end of the season for each species</p> |
| <p>4. Canada and Nisga'a Lisims Government may agree, in accordance with paragraph 19 of the Fisheries Chapter, to adjust the species composition of Nisga'a harvest based on the system of equivalencies described in Schedule C of the Fisheries Chapter.</p>         | <p>as required</p>                               |
| <p>5. Canada and Nisga'a Lisims Government will adjust the cumulative overage or underage for each species for any harvest of surplus salmon, as agreed in accordance with paragraph 30 of the Fisheries Chapter (see Nisga'a Fisheries Operational Guidelines).</p>    | <p>as required</p>                               |

**Final Agreement Provisions:**

11. In every year in which it is necessary for conservation, the Minister will determine a minimum escapement level for one or more species of Nass salmon.
12. The Minister will not permit any directed harvests of a species of Nass salmon in any year if:
  - a. there is a minimum escapement level for that species of Nass salmon; and
  - b. the number of that species of Nass salmon returning to Canadian waters, less incidental harvests, is less than or equal to the minimum escapement level for that species.
13. In any year:

- a. if the Minister has not determined a minimum escapement level for a species of Nass salmon; or
- b. if the number of a species of Nass salmon returning to Canadian waters, less incidental harvests, is greater than the minimum escapement level determined by the Minister for that species

the amount of that species that the Nisga'a Nation is entitled to harvest will be determined in accordance with Schedule A and paragraph 16.

14. The amount of each species of Nass salmon in the Nisga'a fish allocations set out in Schedule A varies with the size of the total run of that species returning to Canadian waters in each year, as set out in Schedule A.
15. Following the fishing season in each year, the Minister and Nisga'a Lisims Government will conduct an accounting of that year's harvest of Nass salmon, in accordance with Schedule B.
16. If there is an overage or underage of a species of Nass salmon in any year, the amount of that species of Nass salmon to be harvested in Nisga'a fisheries will be adjusted in subsequent years, in accordance with Schedule B.
17. In every year the Minister will manage all Canadian fisheries that harvest Nass salmon in order to minimize over harvests of each species of Nass salmon.
19. In any year the Minister and Nisga'a Lisims Government may agree to adjust the species composition of the Nisga'a harvest for that year in accordance with the system of equivalencies set out in Schedule C.
30. The Minister may permit Nisga'a Lisims Government to harvest some or all of the surplus Nass salmon on reaching agreement with Nisga'a Lisims Government 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 overages and underages.
77. On the effective date, the Parties will establish the Joint Fisheries Management Committee to facilitate cooperative planning and conduct of Nisga'a fisheries and enhancement initiatives in the Nass Area. For this purpose, the Joint Fisheries Management Committee will carry out the responsibilities assigned to it under this Agreement, including:
  - f. making recommendations to the Minister and Nisga'a Lisims Government in respect of Nisga'a overages and underages, in accordance with Schedule B;
89. In considering recommendations of the Joint Fisheries Management Committee, the Minister will take into account:
  - a. conservation requirements and availability of fisheries resources;
  - b. any Nisga'a preferences in respect of methods, timing, and locations of harvests throughout the Nass Area, set out in the recommendations;
  - c. utilization of the fisheries resources for the benefit of all Canadians;
  - d. efficient and effective harvesting of fisheries resources;

- e. requirements for integration and efficient management of all fisheries;
  - f. accepted scientific procedures for management of fisheries resources; and
  - g. any other matters the Minister considers appropriate.
90. After considering the recommendations of the Joint Fisheries Management Committee under paragraph 89, the Minister, on a timely basis, will:
- a. approve, or vary and approve, the Nisga'a annual fishing plans recommended by the Joint Fisheries Management Committee, or its members, and provide written reasons for varying Nisga'a annual fishing plans; and
  - b. approve or reject, in whole or in part, all other recommendations made by the Joint Fisheries Management Committee, or its members, and provide written reasons for rejecting, in whole or in part, any of those other recommendations
- but approved Nisga'a annual fishing plans, and approvals and rejections of other recommendations, must be consistent with this Agreement and the Harvest Agreement.

**Related Provisions:**

Fisheries Chapter, Schedules A, B and C

## Fisheries Chapter

Sheet #5

## Establishment, implementation and replacement of the Harvest Agreement

Paragraph(s): 21 - 23, 25

Parties: Nisga'a Nation  
Canada (Department of Fisheries and Oceans)  
British Columbia

## Activities:

## Timing:

- |    |  |  |
|----|--|--|
| 1. | Canada, British Columbia, and the Nisga'a Tribal Council will negotiate the Harvest Agreement.   | before the Final Agreement   |
| 2. | Canada and British Columbia will enact settlement legislation to establish the Harvest Agreement.  | not later than the effective date  |
| 3. | Canada, British Columbia, and the Nisga'a Nation will enter into the Harvest Agreement.  | on the effective date  |
| 4. | The Minister will implement the Harvest Agreement by issuing licences or by other means, in accordance with paragraph 25 of the Fisheries Chapter. | as agreed  |
| 5. | The Nisga'a Nation will notify Canada and British Columbia, in writing, that it wishes to commence negotiation of a replacement Harvest Agreement. | between the 14 <sup>th</sup> and the 15 <sup>th</sup> anniversaries of the harvest agreement |
| 6. | The Parties will replace the Harvest Agreement in accordance with paragraph 22 of the Fisheries Chapter and the terms of the Harvest Agreement.    | every 15 years for a further 25 years  |

## Final Agreement Provisions:

21. On the effective date, the Parties will enter into a Harvest Agreement pursuant to paragraph 22. The Harvest Agreement does not form part of this Agreement.
22. The Harvest Agreement will:
  - a. include Nisga'a fish allocations equivalent to:
    - i. 13% of each year's adjusted total allowable catch for Nass sockeye salmon, and
    - ii. 15% of each year's adjusted total allowable catch for Nass pink salmon;
  - b. be for a term of 25 years and be replaceable at the discretion of the Nisga'a Nation every 15 years for a further 25 years;
  - c. include provisions for the harvest and disposition of fish, determination of overages and underages, harvest monitoring, and fisheries management that are consistent with the similar provisions set

- out in this Agreement; and
- d. include a dispute resolution process and a requirement for fair compensation if the Harvest Agreement is breached by terminating or reducing the Nisga'a fish allocations pursuant to subparagraph (a).
23. The Harvest Agreement will be established under federal and provincial settlement legislation.
25. The Minister will implement the Harvest Agreement by:
- a. issuing licences to Nisga'a Lisims Government; or
  - b. other means under federal or provincial laws.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 24, 26, 27  
Harvest Agreement

**Fisheries Chapter**

**Sheet #6**

**Sale of Nass salmon harvested in Nisga'a fisheries**

**Paragraph(s):** 31 - 33

**Parties:** Nisga'a Nation  
Canada (Department of Fisheries and Oceans)

**Activities:**

**Timing:**

1. The Nisga'a Nation, and its agents, contractors and licensees authorized by Nisga'a Lisims Government, have the right to sell salmon harvested in Nisga'a fisheries if harvesting is in accordance with:
  - a) an approved Nisga'a annual fishing plan (see Fisheries Sheet #16);
  - b) Nisga'a Lisims Government laws that may be required to implement the sale of Nass salmon under the approved Nisga'a annual fishing plans (see Fisheries Sheet #12); and
  - c) paragraphs 31 - 33 of the Fisheries Chapter.
2. If, in any year, there are no directed harvests in Canadian commercial or recreational fisheries of a species of Nass salmon, Canada will notify the Nisga'a Nation, in writing, that sale of that species of Nass salmon harvested in directed harvests of that species in that year's Nisga'a fisheries will not be permitted.

**Final Agreement Provisions:**

31. Subject to paragraph 33, the Nisga'a Nation, and its agents, contractors, and licensees authorized by Nisga'a Lisims Government, have the right to sell Nass salmon harvested under this Agreement.
32. For greater certainty, in accordance with paragraph 13 of the General Provisions Chapter, federal and provincial laws of general application pertaining to the sale of fish, in respect of commercial transactions, health and safety, transport, inspection, processing, packaging, storage, export, quality control, and labelling of fish, apply to the sale of all Nass salmon harvested in Nisga'a fisheries.
33. If, in any year, there are no directed harvests in Canadian commercial or recreational fisheries of a species of Nass salmon, sale of that species of Nass salmon harvested in directed harvests of that species in that year's Nisga'a fisheries will not be permitted.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 13

Fisheries Chapter

Sheet #7

Consideration of enhancement proposals for Nass salmon and Nass steelhead

Paragraph(s): 34, 37, 77(h), 89, 90

Parties: Nisga'a Lisims Government  
 Canada (Department of Fisheries and Oceans)  
 British Columbia  
 Joint Fisheries Management Committee

Activities:

Timing:

- |   |   |
|---|---|
| <p>1. If Nisga'a Lisims Government wishes to conduct enhancement activities for Nass salmon or Nass steelhead, it will develop a proposal and forward it to the Minister and to the Joint Fisheries Management Committee. The proposal will include the information required by the Nisga'a Fisheries Operational Guidelines.</p>   | <p>as desired</p>                                       |
| <p>2. If desired, the Joint Fisheries Management Committee may make recommendations to Nisga'a Lisims Government and to the Minister regarding the proposed enhancement initiative and the determination of surpluses resulting from an approved enhancement initiative.</p>  | <p>as soon as practicable after receipt of proposal</p> |
| <p>3. Recommendations of the Joint Fisheries Management Committee will be considered by the Minister in accordance with paragraphs 89 and 90 of the Fisheries Chapter.</p>  | <p>as required</p>                                      |
| <p>4. If the Minister approves the proposed enhancement initiative:</p> <p style="margin-left: 20px;">a) that approval will include provisions in respect of the determination of surpluses resulting from that enhancement initiative; and</p> <p style="margin-left: 20px;">b) Nisga'a Lisims Government and the Minister may negotiate an agreement respecting the Nisga'a harvest of Nass salmon or Nass steelhead which may result from any Nisga'a enhancement initiatives.</p> | <p>as desired</p>                                       |
| <p>5. If agreement is reached, implement it in accordance with its terms and conditions.</p>  | <p>as agreed</p>  |

Final Agreement Provisions:

34. Nisga'a Lisims Government may conduct enhancement initiatives for Nass salmon or Nass steelhead only with the approval of the Minister. This approval will include provisions in respect of the determination of surpluses resulting from an approved enhancement initiative. The Joint Fisheries Management Committee may make recommendations in respect of those initiatives and provisions.
37. Notwithstanding paragraphs 13, 16, 35, and 36, the Minister and Nisga'a Lisims Government may negotiate agreements in respect of the Nisga'a harvests of Nass salmon or Nass steelhead that result from Nisga'a enhancement initiatives.

77. On the effective date, the Parties will establish the Joint Fisheries Management Committee to facilitate cooperative planning and conduct of Nisga'a fisheries and enhancement initiatives in the Nass Area. For this purpose, the Joint Fisheries Management Committee will carry out the responsibilities assigned to it under this Agreement, including:
- h. making recommendations to the Minister and Nisga'a Lisims Government in respect of studies for enhancement and enhancement initiatives;
89. In considering recommendations of the Joint Fisheries Management Committee, the Minister will take into account:
- a. conservation requirements and availability of fisheries resources;
  - b. any Nisga'a preferences in respect of methods, timing, and locations of harvests throughout the Nass Area, set out in the recommendations;
  - c. utilization of the fisheries resources for the benefit of all Canadians;
  - d. efficient and effective harvesting of fisheries resources;
  - e. requirements for integration and efficient management of all fisheries;
  - f. accepted scientific procedures for management of fisheries resources; and
  - g. any other matters the Minister considers appropriate.
90. After considering the recommendations of the Joint Fisheries Management Committee under paragraph 89, the Minister, on a timely basis, will:
- a. approve, or vary and approve, the Nisga'a annual fishing plans recommended by the Joint Fisheries Management Committee, or its members, and provide written reasons for varying Nisga'a annual fishing plans; and
  - b. approve or reject, in whole or in part, all other recommendations made by the Joint Fisheries Management Committee, or its members, and provide written reasons for rejecting, in whole or in part, any of those other recommendations

but approved Nisga'a annual fishing plans, and approvals and rejections of other recommendations, must be consistent with this Agreement and the Harvest Agreement.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 13, 16, 35, 36

Fisheries Chapter

Sheet #8

Conduct of studies and associated activities related to Nass steelhead stocks

Paragraph(s): 39 - 42, 49, 51, 89, 90

Parties: Nisga'a Lisims Government  
 Canada (Department of Indian Affairs and Northern Development)  
 British Columbia  
 Joint Fisheries Management Committee

Activities:	Timing:
1. The Parties, or any of them, will request, in writing, that the Joint Fisheries Management Committee make recommendations regarding the planning and conduct of studies of Nass steelhead stocks: <ul style="list-style-type: none"> <li>a) before studies are conducted to determine the status or conservation requirements of Nass steelhead stocks under paragraph 39 of the Fisheries Chapter; or</li> <li>b) if studies are required after the Minister has suspended directed harvesting of winter-run Nass steelhead pursuant to paragraph 51 of the Fisheries Chapter.</li> </ul>	as desired
2. The Joint Fisheries Management Committee will develop plans for any proposed studies and provide recommendations to the Minister and Nisga'a Lisims Government on the conduct of those studies.	as soon as practicable after receipt of request
3. Recommendations of the Joint Fisheries Management Committee will be considered by the Minister in accordance with paragraphs 89 and 90 of the Fisheries Chapter.	as required
4. The Party, or Parties, conducting the study will consider the recommendations of the Joint Fisheries Management Committee.	before to conducting the study
5. If a study conducted under paragraph 39 of the Fisheries Chapter identifies a conservation concern for a Nass steelhead stock: <ul style="list-style-type: none"> <li>a) the Party or Parties that conducted the study will provide a copy to the Joint Fisheries Management Committee and will request that the Joint Fisheries Management Committee recommend appropriate measures to address the conservation concern; and</li> <li>b) the Joint Fisheries Management Committee will provide its recommendations to Nisga'a Lisims Government and the Minister.</li> </ul>	as soon as practicable after completion of study
6. Recommendations of the Joint Fisheries Management Committee will be considered by the Minister in accordance with paragraphs 89 and 90 of the Fisheries Chapter.	as required

- |    |   |  |
|----|---|--|
| 7. | After considering the studies, if it is necessary for conservation, the Minister will determine an annual escapement goal for the Nass steelhead stock that was studied.                        | as required  |
| 8. | If the Minister establishes an annual escapement goal for winter run Nass steelhead:  |  |
| a) | the Minister will notify Nisga'a Lisims Government and the Joint Fisheries Management Committee in writing;   | as soon as practicable after establishment of annual escapement goal |
| b) | British Columbia and Nisga'a Lisims Government may negotiate a Nisga'a allocation for winter run Nass steelhead; and  | as desired   |
| c) | if an allocation for winter run Nass steelhead is negotiated, Schedule D of the Fisheries Chapter will be submitted for amendment as per paragraphs 36 to 41 of the General Provisions Chapter. | as per the Final Agreement amendment provisions                      |

**Planning Assumptions/Guidelines/Comments:**

This sheet does not address the studies required to determine an annual escapement goal for summer run Nass steelhead that the Parties must negotiate and attempt to reach agreement under paragraph 44 of the Fisheries Chapter. These studies are addressed in Sheet #9.

**Final Agreement Provisions:**

39. The Parties, or any of them, may conduct studies to determine the status, conservation requirements, and Canadian total allowable catch of Nass steelhead stocks. The studies may include the determination of:
  - a. reliable estimates of sustainable harvest, including the determination of escapement requirements and total allowable catch;
  - b. the productive capacity of fish habitat in the Nass Area; and
  - c. measures to improve Nass steelhead stocks and plans to implement those measures.
40. The Joint Fisheries Management Committee will formulate plans for any studies to be conducted under paragraph 39 and will provide recommendations to the Minister and Nisga'a Lisims Government on the conduct of those studies.
41. If a study conducted under paragraph 39 identifies a conservation concern for a Nass steelhead stock, the Joint Fisheries Management Committee will provide recommendations to the Minister and Nisga'a Lisims Government on appropriate measures to address the concern.
42. After considering studies conducted under paragraphs 44 or 51, if it is necessary for conservation, the Minister will establish an annual escapement goal for summer-run or winter-run Nass steelhead stocks

returning to Canadian waters below which no directed harvests for that stock will be permitted.

49. If an annual escapement goal for winter-run Nass steelhead is established under paragraph 42, British Columbia and the Nisga'a Nation may negotiate a Nisga'a fish allocation of winter-run Nass steelhead. Any Nisga'a fish allocation established under this paragraph will be added to Schedule D.
51. If the Minister determines that it is necessary to suspend directed harvesting of winter-run Nass steelhead because of a conservation concern about winter-run Nass steelhead, studies under paragraph 39 will be conducted. The Minister will not permit any directed harvest of winter-run Nass steelhead during those studies.
89. In considering recommendations of the Joint Fisheries Management Committee, the Minister will take into account:
  - a. conservation requirements and availability of fisheries resources;
  - b. any Nisga'a preferences in respect of methods, timing, and locations of harvests throughout the Nass Area, set out in the recommendations;
  - c. utilization of the fisheries resources for the benefit of all Canadians;
  - d. efficient and effective harvesting of fisheries resources;
  - e. requirements for integration and efficient management of all fisheries;
  - f. accepted scientific procedures for management of fisheries resources; and
  - g. any other matters the Minister considers appropriate.
90. After considering the recommendations of the Joint Fisheries Management Committee under paragraph 89, the Minister, on a timely basis, will:
  - a. approve, or vary and approve, the Nisga'a annual fishing plans recommended by the Joint Fisheries Management Committee, or its members, and provide written reasons for varying Nisga'a annual fishing plans; and
  - b. approve or reject, in whole or in part, all other recommendations made by the Joint Fisheries Management Committee, or its members, and provide written reasons for rejecting, in whole or in part, any of those other recommendations

but approved Nisga'a annual fishing plans, and approvals and rejections of other recommendations, must be consistent with this Agreement and the Harvest Agreement.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 48, Schedule D  
General Provisions Chapter, paragraph(s) 36 - 41

## Fisheries Chapter

Sheet #9

**Negotiating agreements regarding studies required to determine an annual escapement goal for summer run Nass steelhead**

Paragraph(s): 42, 44, 46, 47

Parties: Nisga'a Nation  
British Columbia  
Joint Fisheries Management Committee

**Activities:****Timing:**

- |   |  |
|---|--|
| 1. The Nisga'a Nation or British Columbia will initiate the negotiation of an agreement on studies required to determine an annual escapement goal for Nass summer run steelhead by delivering a written notice requiring the commencement of collaborative negotiations. | as desired   |
| 2. The Nisga'a Nation and British Columbia will convene the first meeting of the collaborative negotiations.  | within 21 days of delivery of notice                                 |
| 3. If collaborative negotiations terminate, in accordance with Appendix M-1, the Nisga'a Nation or British Columbia may deliver a written notice to the other Party requiring commencement of a facilitated process.  | within 15 days of termination  |
| 4. The Nisga'a Nation and British Columbia will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter.  | within 30 days of delivery of notice                                 |
| 5. If the Nisga'a Nation and British Columbia reach an agreement, they will undertake any agreed upon studies. The Minister will not permit any directed harvests of summer-run Nass steelhead during those studies.  | as agreed  |
| 6. After considering the studies, if it is necessary for conservation, the Minister will determine an annual escapement goal for the Nass steelhead stock that was studied.   | as required  |
| 7. If the Minister establishes an annual escapement goal for summer run Nass steelhead:   | as soon as practicable after establishment of annual escapement goal |
| a) the Minister will notify the Nisga'a Nation and the Joint Fisheries Management Committee, in writing; and  |  |
| b) the Nisga'a allocation for that species is as set out in Schedule D of the Fisheries Chapter.  |  |

8. Subject to the Nisga'a fish allocation of summer-run Nass steelhead set out in Schedule D of the Fisheries Chapter, if the number of summer-run Nass steelhead returning to the Nass watershed is less than the annual escapement goal, the Nisga'a Nation and British Columbia will take measures to limit summer-run Nass steelhead mortalities. as required

**Final Agreement Provisions:**

42. After considering studies conducted under paragraphs 44 or 51, if it is necessary for conservation, the Minister will establish an annual escapement goal for summer-run or winter-run Nass steelhead stocks returning to Canadian waters below which no directed harvests for that stock will be permitted.
44. British Columbia and the Nisga'a Nation will negotiate and attempt to reach agreement about studies required to determine an annual escapement goal for summer-run Nass steelhead. The Minister will not permit any directed harvest of summer-run Nass steelhead during those studies.
46. If an annual escapement goal for summer-run Nass steelhead is established under paragraph 42, Nisga'a citizens have the right to harvest summer-run Nass steelhead under the Nisga'a fish allocation set out in Schedule D.
47. Subject to the Nisga'a fish allocation of summer-run Nass steelhead set out in subparagraph 2(a) of Schedule D, if the number of summer-run Nass steelhead returning to the Nass watershed is less than the annual escapement goal, the Nisga'a Nation and British Columbia will take measures to limit summer-run Nass steelhead mortalities.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 45, Schedule D  
General Provisions Chapter, paragraph(s) 49 - 51  
Dispute Resolution Chapter, paragraph(s) 25 - 27  
Appendix M-1 to M-5

Fisheries Chapter

Sheet #10

Establishment of harvest allocations for non-salmon species or aquatic plants

Paragraph(s): 54 - 61

Parties: Nisga'a Nation  
 Canada (Department of Fisheries and Oceans)  
 British Columbia  
 Joint Fisheries Management Committee

Activities:	Timing:
1. Any Party will initiate the establishment of a basic Nisga'a fish entitlement by providing written notice to the other relevant Party:	
a) concerning those species identified in paragraph 58 of the Fisheries Chapter; and	as soon as practicable after the effective date
b) if desired, any non-salmon species or aquatic plant, under paragraph 54 of the Fisheries Chapter.	as desired
2. The Nisga'a Nation and the other Party will request, in writing, the advice of the Joint Fisheries Management Committee on the determination of the basic Nisga'a fish entitlement. The request may be made separately or jointly.	as soon as practicable after activity 1
3. The Joint Fisheries Management Committee will provide its advice to the Nisga'a Nation and the other Party on the determination of the basic Nisga'a fish entitlement.	as soon as practicable from receipt of proposal
4. The Nisga'a Nation and the other Party will conduct any studies they consider necessary to determine the basic Nisga'a fish entitlement.	before the establishment of a basic fish entitlement
5. The Nisga'a Nation and the other Party will enter into negotiations to determine the basic Nisga'a fish entitlement taking into account advice from the Joint Fisheries Management Committee, the results of any studies conducted and paragraph 56 of the Fisheries Chapter.	as soon as practicable after receipt of advice
6. If the Parties are unable to agree on a basic Nisga'a fish entitlement, one or both of the Parties will refer the matter to arbitration under the Dispute Resolution Chapter.	as soon as practicable after failing to reach agreement
7. The Nisga'a Nation and the other Party will establish the Nisga'a allocation in accordance with paragraph 55 of the Fisheries Chapter.	as soon as practicable after establishment of basic Nisga'a fish entitlement

8. Schedule E of the Fisheries Chapter will be amended to include any Nisga'a allocation for a non-salmon species or aquatic plant. as per Final Agreement amendment provisions

**Final Agreement Provisions:**

54. Canada or British Columbia, in respect of any non-salmon species or aquatic plant within their respective management authority, or the Nisga'a Nation may propose the establishment of a Nisga'a fish allocation that will be the Nisga'a fish entitlement to that non-salmon species or aquatic plant.
55. Unless otherwise agreed by the Nisga'a Nation and Canada or British Columbia for non-salmon species or aquatic plants, within their respective management authority, the Nisga'a fish allocation of each non-salmon species or aquatic plant will be 125% of the basic Nisga'a fish entitlement to that species.
56. The basic Nisga'a fish entitlements to non-salmon species and aquatic plants will be determined by taking into account:
- a. current and past Nisga'a use for domestic purposes;
  - b. the impact of conservation requirements and harvesting by others on Nisga'a use for domestic purposes;
  - c. the biological status of the species;
  - d. changes in Nisga'a fishing effort; and
  - e. other factors that the Nisga'a Nation and Canada or British Columbia, as the case may be, agree are relevant.
57. Before a Nisga'a fish allocation of a non-salmon species or aquatic plant is established, the Nisga'a Nation and Canada or British Columbia, for non-salmon species and aquatic plants within their respective management authority, will:
- a. seek the advice of the Joint Fisheries Management Committee on the determination of the basic Nisga'a fish entitlement to that non-salmon species or aquatic plant; and
  - b. conduct any studies they consider necessary to determine the basic Nisga'a fish entitlement to that non-salmon species or aquatic plant.
58. As soon as practicable after the effective date, the Nisga'a Nation and Canada or British Columbia, for non-salmon species and aquatic plants within their respective management authority, will negotiate and attempt to reach agreement on basic Nisga'a fish entitlements to:
- a. Dungeness, tanner, and king crab;
  - b. halibut;
  - c. prawns and shrimp;

- d. herring; and
  - e. aquatic plants used in the herring roe-on-kelp fishery.
59. If the Nisga'a Nation and Canada or British Columbia, for non-salmon species and aquatic plants within their respective management authority, do not agree on the basic Nisga'a fish entitlement to a non-salmon species or aquatic plant, that basic Nisga'a fish entitlement will be finally determined by arbitration under the Dispute Resolution Chapter.
60. Any Nisga'a fish allocation of non-salmon species or aquatic plants established under this Chapter will be set out in Schedule E.
61. If a Nisga'a fish allocation is established for a non-salmon species or aquatic plant, Nisga'a citizens have the right to harvest that non-salmon species or aquatic plant under that Nisga'a fish allocation.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 52, 53, Schedule E  
Dispute Resolution Chapter, paragraph(s) 28 - 42  
Appendix M-6

## Fisheries Chapter

Sheet #11

## Harvest of intertidal bivalves

Paragraph(s): 64 - 66

Parties: British Columbia  
Canada (Department of Fisheries and Oceans)  
Nisga'a Lisims Government

## Activities:

## Timing:

- |    |  |                                   |
|----|--|-----------------------------------|
| 1. | Nisga'a citizens have the right to harvest, for domestic purposes, intertidal bivalves within those portions of the Nass Area set out in Appendix I.   | ongoing, as of the effective date |
| 2. | The Minister will not permit the commercial harvesting of intertidal bivalves within those portions of the Nass Area set out in Appendix I (e.g., issuing licences, permits or authorizations that would allow such harvests). | ongoing, as of the effective date |
| 3. | Canada will establish baseline studies of bivalve abundance within the areas set out in Appendix I.  | after effective date              |
| 4. | Canada will initiate a five year survey of growing waters and potential paralytic shellfish poison contamination within those portions of the Nass Area set out in Appendix I.   | after effective date              |
| 5. | Canada will notify Nisga'a Lisims Government, in writing, of any health or safety concerns related to bivalve harvesting.  | as required                       |

## Final Agreement Provisions:

64. Nisga'a citizens have the right to harvest, for domestic purposes, intertidal bivalves within those portions of the Nass Area set out in Appendix I.
65. The right to harvest intertidal bivalves set out in paragraph 64 is the Nisga'a fish allocation of intertidal bivalves.
66. The Minister will not permit commercial harvesting of intertidal bivalves within those portions of the Nass Area set out in Appendix I.

## Related Provisions:

Fisheries Chapter, Appendix I

## Fisheries Chapter

Sheet #12

## Making Nisga'a laws in respect of Nisga'a rights and obligations related to fisheries

Paragraph(s): 69, 70, 72, 74

Parties: Nisga'a Lisims Government

## Activities:

## Timing:

- |  |  |
|--|--|
| <p>1. Nisga'a Lisims Government will make laws pursuant to paragraphs 70 and 74 of the Fisheries Chapter by:</p> <p>a) developing those laws; and</p> <p>b) enacting those laws.</p> | <p>before the effective date</p> <p>on or after the effective date</p> |
| <p>2. Nisga'a Lisims Government may make laws pursuant to paragraphs 69 and 72 of the Fisheries Chapter.</p>   | <p>as desired</p>  |

## Final Agreement Provisions:

69. Nisga'a Lisims Government may make laws that are in respect of the Nisga'a Nation's rights and obligations in respect of fish and aquatic plants under, and that are consistent with, this Agreement and the Harvest Agreement and that are not inconsistent with Nisga'a annual fishing plans including matters such as:
- a. distribution of the Nisga'a fish entitlements under this Agreement and Nisga'a fish allocations under the Harvest Agreement;
  - b. authorization of persons other than Nisga'a citizens to harvest fish or aquatic plants from the Nisga'a fish entitlements under this Agreement and Nisga'a fish allocations under the Harvest Agreement;
  - c. the trade or barter of fish or aquatic plants harvested under the Nisga'a fish entitlements under this Agreement or the Nisga'a fish allocations under the Harvest Agreement;
  - d. designation and documentation of fishing vessels;
  - e. identification, in a manner compatible with that required under federal and provincial laws of general application, of fishing vessels and gear; and
  - f. other matters agreed to by the Parties.
70. Nisga'a Lisims Government will make laws that are consistent with this Agreement and the Harvest Agreement and that are not inconsistent with Nisga'a annual fishing plans:
- a. to establish and administer licensing requirements, for the harvest of fish or aquatic plants under

- this Agreement and the Harvest Agreement; and
- b. to require the designation and documentation of persons who harvest fish or aquatic plants under this Agreement or the Harvest Agreement.
72. Nisga'a Lisims Government may make laws in respect of sale, in accordance with this Agreement, of fish or aquatic plants that are harvested under this Agreement or the Harvest Agreement.
74. Nisga'a Lisims Government will make laws to require:
- a. that any fish harvested under this Agreement or the Harvest Agreement that are transported outside Nisga'a Lands for the purpose of trade or barter be identified as fish for trade or barter; and
  - b. Nisga'a citizens and the authorized agents, contractors, and licensees of Nisga'a Lisims Government to comply with Nisga'a annual fishing plans.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 71, 73

## Fisheries Chapter

Sheet #13

## Preparation and maintenance of Nisga'a Fisheries Operational Guidelines

Paragraph(s): 75

Parties: Nisga'a Nation  
Canada (Department of Fisheries and Oceans)  
British Columbia

## Activities:

1. The Parties will prepare and complete the Nisga'a Fisheries Operational Guidelines.
2. The Parties will maintain the Nisga'a Fisheries Operational Guidelines, and with input from the Joint Fisheries Management Committee, will amend the document, as required, as improved fisheries management and stock assessment procedures are developed.

## Timing:

before the effective date  
ongoing, from the effective date

## Final Agreement Provisions:

75. The Parties will prepare and maintain a document to be known as the "Nisga'a Fisheries Operational Guidelines" that will set out the operational principles, procedures, and guidelines to assist each of them, and the Joint Fisheries Management Committee, in carrying out the provisions of this Chapter and the Harvest Agreement, including the preparation and recommendation of Nisga'a annual fishing plans. The Parties will amend the document as required as improved fisheries management and stock assessment procedures are developed.

## Related Provisions:

Fisheries Chapter, paragraph(s) 76

## Fisheries Chapter

Sheet #14

## Establishment and operation of the Joint Fisheries Management Committee

Paragraph(s): 77, 79 - 81

Parties: Nisga'a Nation  
Canada (Department of Fisheries and Oceans)  
British Columbia

## Activities:

## Timing:

- |  |                                     |
|--|-------------------------------------|
| 1. Each Party will appoint two members to the Joint Fisheries Management Committee. Canada's instrument of appointment will be an Order-In-Council.  | on the effective date               |
| 2. Each Party will notify the other Parties, in writing, of the persons appointed.   | on the effective date               |
| 3. The Joint Fisheries Management Committee will carry out its responsibilities as required by the Fisheries Chapter, including paragraphs 77, and 79 to 81.   | ongoing, as of the effective date . |
| 4. If a member appointed by one of the Parties ceases to be a member of the Joint Fisheries Management Committee, that Party will appoint a replacement member and notify the other Parties, in writing. | as required                         |

## Planning Assumptions/Guidelines/Comments:

The Joint Fisheries Management Committee may strike as many technical committees or sub-committees as it deems necessary.

## Final Agreement Provisions:

77. On the effective date, the Parties will establish the Joint Fisheries Management Committee to facilitate cooperative planning and conduct of Nisga'a fisheries and enhancement initiatives in the Nass Area. For this purpose, the Joint Fisheries Management Committee will carry out the responsibilities assigned to it under this Agreement, including:
- a. sharing information and plans for existing and proposed fisheries that could affect or be affected by Nisga'a fisheries;
  - b. arranging for collection and exchange of data required to carry out the provisions of this Chapter;
  - c. providing advice concerning escapement goals;
  - d. making recommendations to the Minister and Nisga'a Lisims Government in respect of other conservation requirements and the management of fish and aquatic plants;
  - e. providing advice to the Parties in respect of the determination of the basic Nisga'a fish entitlements to non-salmon species and aquatic plants;

- f. making recommendations to the Minister and Nisga'a Lisims Government in respect of Nisga'a overages and underages, in accordance with Schedule B;
  - g. making recommendations to the Minister and Nisga'a Lisims Government in respect of Nisga'a annual fishing plans;
  - h. making recommendations to the Minister and Nisga'a Lisims Government in respect of studies for enhancement and enhancement initiatives;
  - i. making recommendations and providing advice to the Minister in respect of surpluses;
  - j. making recommendations to the trustees of the Lisims Fisheries Conservation Trust in respect of projects, programs, and activities to be funded with expenditures from that Trust;
  - k. communicating with other management or advisory bodies in respect of matters of mutual interest;
  - l. providing advice on the coordination of the Nisga'a annual fishing plans and proposed decisions of Nisga'a Lisims Government in respect of methods, timing, and locations of harvests;
  - m. providing advice in respect of any proposed in-season adjustments to the Nisga'a annual fishing plans; and
  - n. carrying out other responsibilities agreed to by the Parties.
79. The Joint Fisheries Management Committee will have six members. The Nisga'a Nation, Canada, and British Columbia will each appoint two members to represent them on the Joint Fisheries Management Committee. The members of the Joint Fisheries Management Committee representing the Nisga'a Nation and Canada are responsible for functions in respect of fisheries managed by Canada. The members of the Joint Fisheries Management Committee representing the Nisga'a Nation and British Columbia are responsible for functions in respect of fisheries managed by British Columbia.
80. The Joint Fisheries Management Committee will meet as often as necessary to carry out its responsibilities and will establish its procedures, including procedures to carry out its responsibilities relating to in-season fisheries management.
81. Whenever possible, the Joint Fisheries Management Committee will carry out its responsibilities by consensus of the members responsible for each function. If there is no consensus, the Joint Fisheries Management Committee will submit the recommendations or advice of each Party's representatives.

Fisheries Chapter

Sheet #15

Development of fisheries management advisory bodies for areas that include any part of the Nass Area

Paragraph(s): 83

Parties: Nisga'a Nation  
 Canada (Department of Fisheries and Oceans)  
 British Columbia

Activities:

Timing:

- |  |   |
|--|---|
| <p>1. Canada or British Columbia will consult with the Nisga'a Nation in developing the bodies described in paragraph 83 of the Fisheries Chapter, and, if appropriate, seek the Nisga'a Nation's views on participation of the Nisga'a Nation in those bodies, by:</p> <ul style="list-style-type: none"> <li>a) notifying the Nisga'a Nation, in writing, of the proposed fisheries management advisory body in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;</li> <li>b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and</li> <li>c) giving full and fair consideration of the Nisga'a Nation's views.</li> </ul> | <p>before establishing proposed advisory body</p> |
| <p>2. If Canada or British Columbia decide to establish the advisory body, that Party will:</p> <ul style="list-style-type: none"> <li>a) notify the Nisga'a Nation, in writing; and</li> <li>b) provide information regarding the body to be established, including whether or not participation of the Nisga'a Nation will be provided for.</li> </ul>   | <p>as soon as practicable after decision</p>      |
| <p>3. Canada or British Columbia will establish the advisory body.</p>   | <p>as desired</p>                                 |

Planning Assumptions/Guidelines/Comments:

"Participation by the Nisga'a Nation in such fisheries management advisory bodies" may include membership on the body, permanent standing before the body, or other involvement in the activities of the body.

**Final Agreement Provisions:**

83. The Parties acknowledge that fisheries management may involve the consideration of issues on a regional or watershed basis. If Canada or British Columbia proposes to establish fisheries management advisory bodies for areas that include any part of the Nass Area, Canada or British Columbia will consult with the Nisga'a Nation in developing those bodies and, if appropriate, will provide for the participation of the Nisga'a Nation in those bodies.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

## Fisheries Chapter

Sheet #16

## Preparation, approval and implementation of Nisga'a annual fishing plans

Paragraph(s): 84 - 90, 95, 20

Parties: Nisga'a Lisims Government  
 Canada (Department of Fisheries and Oceans)  
 British Columbia  
 Joint Fisheries Management Committee

## Activities:

## Timing:

1. For the purpose of assisting Nisga'a Lisims Government in the preparation of proposed annual fishing plans, Canada and British Columbia will provide to Nisga'a Lisims Government:
  - a) notice of measures that are necessary for conservation;
  - b) legislation enacted for the purposes of public safety or public health; and
  - c) pre-season expectations of run size, escapement (conservation needs) and allowable harvest for all applicable Nass species.

pre-season for a species
2. Nisga'a Lisims Government will develop and propose Nisga'a annual fishing plans in accordance with paragraphs 84 and 86 of the Fisheries Chapter (see Nisga'a Fisheries Operational Guidelines).
 

pre-season for a species
3. Nisga'a Lisims Government will submit each proposed Nisga'a annual fishing plan to the Joint Fisheries Management Committee for review.
 

as soon as practicable after completion of the proposed plan
4. If a proposed Nisga'a annual fishing plan includes an adjustment under paragraph 19 of the Fisheries Chapter that will affect a species or fishery under the management authority of the other Party, the Minister and Nisga'a Lisims Government will consult with the other Party's representatives on the Joint Fisheries Management Committee by:
  - a) notifying the other Party's representatives on the Joint Fisheries Management Committee, in writing, of the proposed adjustment to species composition in sufficient detail to permit the representatives to prepare its views on the matter;
  - b) if requested, providing sufficient information to permit the other Party's representatives to prepare its views on the matter;
  - c) specifying a reasonable period of time for a response;

as soon as practicable after completion of the proposed plan

- d) providing an opportunity for the representatives to present their views;  
and
  - e) giving full and fair consideration of the representative's views,  
  
and will notify those representatives of any in-season adjustments.
5. The Joint Fisheries Management Committee will review each proposed Nisga'a annual fishing plan and make adjustments as required to integrate it with other resource conservation and harvesting plans. as soon as practicable after receipt of proposed plan
  6. The Joint Fisheries Management Committee will make written recommendations regarding each proposed Nisga'a annual fishing plan to the Minister and Nisga'a Lisims Government. as soon as practicable after review
  7. Recommendations of the Joint Fisheries Management Committee will be considered by the Minister in accordance with paragraphs 89 and 90 of the Fisheries Chapter. as soon as practicable after receipt of recommendations
  8. The Minister will provide Nisga'a Lisims Government and the Joint Fisheries Management Committee with: as soon as practicable after review
    - a) written notification of the approval of each Nisga'a annual fishing plan;  
and
    - b) written reasons for the variations, if a proposed Nisga'a annual fishing plan has been varied.
  9. Nisga'a Lisims Government will undertake the activities required to fulfil its responsibilities under a Nisga'a annual fishing plan, including matters such as the enactment of Nisga'a laws and harvest monitoring. as required
  10. Canada and British Columbia will each undertake the activities required to fulfil their responsibilities under a Nisga'a annual fishing plan, including matters such as the enforcement, monitoring and management of fisheries, for which that Party is responsible. as required

**Planning Assumptions/Guidelines/Comments:**

Each year, there can be different plans for different species or species groups, which may be submitted for approval at different times.

The previous season's annual fishing plan for a given species can continue to apply into the next season until a new plan for that species is approved. For salmon, a plan would be proposed by March 15. Ministerial approval is anticipated by mid-June, which would be mid-season for that Nisga'a fishery.

**Final Agreement Provisions:**

84. Nisga'a annual fishing plans are plans for the harvest, and if applicable the sale, of fish and aquatic plants under this Agreement and the Harvest Agreement. The plans will include, as appropriate, provisions in respect of:
- a. the methods, timing, and locations of harvest;
  - b. monitoring of harvest;
  - c. enforcement;
  - d. stock assessment and enhancement;
  - e. the terms and conditions for the sale of fish or aquatic plants;
  - f. authorized harvest by persons other than Nisga'a citizens or Nisga'a Lisims Government;
  - g. in-season adjustments to any of the matters referred to in this paragraph; and
  - h. other matters that the Parties agree to include in the Nisga'a annual fishing plans.
85. The monitoring provisions referred to in subparagraph 84(b) may include:
- a. requirements for identification of persons authorized to harvest;
  - b. processes for catch monitoring that may include the establishment of designated landing sites and procedures for the transportation of fish;
  - c. processes for reporting and accounting of harvest and sale;
  - d. requirements for compiling and reporting data to the Minister; and
  - e. processes for verification by the Minister of the monitoring processes.
86. Each year Nisga'a Lisims Government will propose Nisga'a annual fishing plans that:
- a. are consistent with Nisga'a fish entitlements under this Agreement and Nisga'a fish allocations under the Harvest Agreement;
  - b. set out any Nisga'a preferences for methods, timing, and locations of harvest; and
  - c. take into account any management concerns identified by the Minister or Nisga'a Lisims Government.
87. Nisga'a Lisims Government will forward the proposed Nisga'a annual fishing plans to the Joint Fisheries Management Committee on a timely basis.
88. The Joint Fisheries Management Committee, on a timely basis, will:
- a. consider the proposed Nisga'a annual fishing plans;
  - b. make any appropriate adjustments that are necessary to integrate the Nisga'a annual fishing plans

- with other fisheries conservation and harvesting plans, while giving effect to the Nisga'a preferences in respect of methods, timing, and locations of harvest, to the extent possible; and
- c. make recommendations regarding the proposed Nisga'a annual fishing plans to the Minister and Nisga'a Lisims Government.
89. In considering recommendations of the Joint Fisheries Management Committee, the Minister will take into account:
- a. conservation requirements and availability of fisheries resources;
  - b. any Nisga'a preferences in respect of methods, timing, and locations of harvests throughout the Nass Area, set out in the recommendations;
  - c. utilization of the fisheries resources for the benefit of all Canadians;
  - d. efficient and effective harvesting of fisheries resources;
  - e. requirements for integration and efficient management of all fisheries;
  - f. accepted scientific procedures for management of fisheries resources; and
  - g. any other matters the Minister considers appropriate.
90. After considering the recommendations of the Joint Fisheries Management Committee under paragraph 89, the Minister, on a timely basis, will:
- a. approve, or vary and approve, the Nisga'a annual fishing plans recommended by the Joint Fisheries Management Committee, or its members, and provide written reasons for varying Nisga'a annual fishing plans; and
  - b. approve or reject, in whole or in part, all other recommendations made by the Joint Fisheries Management Committee, or its members, and provide written reasons for rejecting, in whole or in part, any of those other recommendations
- but approved Nisga'a annual fishing plans, and approvals and rejections of other recommendations, must be consistent with this Agreement and the Harvest Agreement.
95. Nisga'a laws made in accordance with this Chapter may be enforced by persons authorized to enforce federal, provincial, or Nisga'a laws in respect of fish and aquatic plants in British Columbia.
20. If a proposed Nisga'a annual fishing plan includes an adjustment under paragraph 19 that will affect a species or fishery under the management authority of the other Party, the Minister and Nisga'a Lisims Government will consult with the other Party's representatives on the Joint Fisheries Management Committee, and will notify those representatives of any in-season adjustments.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 19

General Provisions Chapter, paragraph(s) 28

## Fisheries Chapter

Sheet #17

**Notification to the Joint Fisheries Management Committee of Ministerial decisions taken in special circumstances**

Paragraph(s): 91

Parties: Canada (Department of Fisheries and Oceans)  
 British Columbia  
 Joint Fisheries Management Committee

**Activities:****Timing:**

- |   |             |
|---|-------------|
| <ol style="list-style-type: none"> <li>1. If the Minister is of the opinion that special circumstances make it impracticable to receive the advice of the Joint Fisheries Management Committee in relation to a decision or action that the Minister considers necessary, the Minister will make the decision or take the action considered necessary.</li> </ol> | as required |
| <ol style="list-style-type: none"> <li>2. If the Minister makes a decision or takes an action in activity 1, the Minister will advise the Joint Fisheries Management Committee, in writing, of the special circumstances and the decision made or action taken.</li> </ol>  | as required |

**Final Agreement Provisions:**

91. If special circumstances make it impracticable to receive advice from the Joint Fisheries Management Committee, the Minister:
  - a. may make the decision or take the action that the Minister considers necessary, without receiving advice from the Joint Fisheries Management Committee; and
  - b. will advise the Joint Fisheries Management Committee as soon as practicable of the special circumstances and the decision made or action taken.

**Related Provisions:**

Fisheries Chapter, paragraph(s) 77(c), 77(e), 77(l), 77(m)

## Fisheries Chapter

Sheet #18

## Negotiation of agreements regarding enforcement of fisheries laws

Paragraph(s): 93

Parties: Nisga'a Nation  
Canada (Department of Fisheries and Oceans)  
British Columbia

## Activities:

## Timing:

1. The Nisga'a Nation may initiate negotiations with Canada or British Columbia, or, Canada or British Columbia may initiate negotiations with the Nisga'a Nation concerning the enforcement of laws in respect of fisheries by making a request, in writing. as desired
2. If desired, the relevant Parties will enter into negotiations. as desired
3. If the relevant Parties reach an agreement, they will implement it in accordance with its terms and conditions. as agreed

## Final Agreement Provisions:

93. The Nisga'a Nation may negotiate agreements with Canada or British Columbia concerning enforcement of federal, provincial or Nisga'a laws in respect of fisheries.

## Fisheries Chapter

Sheet #19

## Establishment of the Lisims Fisheries Conservation Trust

Paragraph(s): 96 - 110

Parties: Nisga'a Nation  
Canada (Department of Indian Affairs and Northern Development,  
Department of Fisheries and Oceans)

Activities:	Timing:
1. Canada and the Nisga'a Tribal Council will determine the requirements for establishing the Lisims Fisheries Conservation Trust as a charitable trust.	before the effective date
2. Canada and the Nisga'a Tribal Council will develop a trust document and determine the number of trustees.	before the effective date
3. Canada and the Nisga'a Nation will establish the Lisims Fisheries Conservation Trust.	as soon as practicable after effective date
4. Canada and the Nisga'a Nation will undertake all actions required to register the trust as a charity for the purposes of the Income Tax Act.	as soon as practicable after effective date
5. Canada and the Nisga'a Nation will each appoint an equal number of trustees and notify each other, in writing, of their appointees. Canada's instrument of appointment will be an Order-In-Council.	on the establishment of the trust
6. Canada and the Nisga'a Nation will agree on and appoint one additional trustee. Canada's instrument of appointment will be an Order-In-Council.	on the establishment of the trust
7. Canada and the Nisga'a Nation will settle on the trustees the amounts described in Schedule F of the Fisheries Chapter.	within 60 days of the effective date, or as agreed
8. The Trustees will carry out their responsibilities as required by the Fisheries Chapter and the terms and conditions of the Trust.	ongoing

## Final Agreement Provisions:

96. As soon as practicable after the effective date, Canada and the Nisga'a Nation will establish a trust to be known as the Lisims Fisheries Conservation Trust, and will undertake all actions required to register the trust as a charity for the purposes of the *Income Tax Act*.
97. Canada and the Nisga'a Nation will each appoint an equal number of trustees of the Lisims Fisheries Conservation Trust, and Canada and the Nisga'a Nation will appoint one additional trustee jointly.

98. In order to realize most effectively the objects of the Lisims Fisheries Conservation Trust, Canada and the Nisga'a Nation may establish other charities having substantially the same objects as the Lisims Fisheries Conservation Trust, but they will have no obligation to do so or to contribute any amount to any other charity.
99. The objects of the Lisims Fisheries Conservation Trust will be to:
- a. promote conservation and protection of Nass Area fish species;
  - b. facilitate sustainable management of fisheries for Nass Area species and stocks; and
  - c. promote and support Nisga'a participation in the stewardship of Nass Area fisheries
- for the benefit of all Canadians.
100. The trustees will hold the Lisims Fisheries Conservation Trust property in trust exclusively for the objects of the Lisims Fisheries Conservation Trust and will administer the property in accordance with the trust agreement establishing the trust.
101. In pursuance of the objects of the Lisims Fisheries Conservation Trust, the trustees will review, sponsor, and fund, projects, programs, and activities that the trustees in their discretion determine serve some or all of the following objectives:
- a. to evaluate specific and integrated conservation needs and habitat requirements for all species of Nass Area fish;
  - b. to assess the status of Nass salmon and non-salmon species;
  - c. to provide for appropriate salmon escapement monitoring processes;
  - d. to facilitate the seasonal estimation of Nass salmon and non-salmon species production including providing procedures required to give effect to the Nisga'a fisheries;
  - e. to facilitate the discrimination of Nass salmon stocks and to evaluate factors limiting the production of Nass salmon and non-salmon species; and
  - f. to obtain gifts, donations, grants, and other contributions to the Lisims Fisheries Conservation Trust.
102. In pursuance of the objects of the Lisims Fisheries Conservation Trust, the trustees may, in their discretion, initiate and direct projects, programs, and activities that the trustees, in their discretion, determine serve some or all of the objectives set out in paragraph 101.
103. In reviewing, sponsoring, funding, initiating, and directing, projects, programs, and activities under paragraphs 101 and 102, the trustees will give priority to the monitoring of Nass salmon escapement, the monitoring of harvests in the Nisga'a fisheries and the determination of factors limiting the production of Nass salmon and non-salmon species.
104. In addition to any projects, programs, and activities undertaken under paragraphs 101 and 102, the trustees may review, sponsor, fund, initiate, or direct any other projects, programs, or activities that the trustees, in their discretion, determine appropriate in pursuance of the objects of the Lisims Fisheries Conservation Trust.

105. The trustees will not use the Lisims Fisheries Conservation Trust property to support:
- a. projects, programs, or activities that:
    - i. monitor fisheries, other than Nisga'a fisheries, outside the Nass Area, or
    - ii. collect stock assessment data for salmon stocks originating from streams outside of the Nass Area, except as required to assess Nass salmon stocks;
  - b. the establishment or operation of, or representation on, the Joint Fisheries Management Committee;
  - c. salaries of full time employees of the Department of Fisheries and Oceans; or
  - d. the purchase of equipment for the Department of Fisheries and Oceans.
106. In pursuance of the objects of the Lisims Fisheries Conservation Trust, the trustees will seek and consider recommendations from the Joint Fisheries Management Committee regarding projects, programs, and activities to be funded by the Lisims Fisheries Conservation Trust.
107. Within 60 days of the effective date, or later if Canada and the Nisga'a Nation agree, Canada and the Nisga'a Nation will each settle on the trustees the respective amounts described in Schedule F.
108. The Lisims Fisheries Conservation Trust property may be increased by gifts, donations, grants, and other contributions.
109. When Canada has contributed the full amount referred to in subparagraph 1(a) of Schedule F, Canada will have discharged its obligations under this Agreement to fund projects, programs, and activities that are funded by the Lisims Fisheries Conservation Trust.
110. The operation of the Lisims Fisheries Conservation Trust will not affect the responsibilities of Canada under federal legislation, or the obligations of Canada or the Nisga'a Nation under this Agreement.

**Related Provisions:**

Fisheries Chapter, Schedule F

## Fisheries Chapter

Sheet #20

**Provision of support to the Nisga'a Nation in respect of the acquisition of commercial licenses or vessels and licenses**

Paragraph(s): 111, 112

Parties: Nisga'a Nation  
Canada (Department of Fisheries and Oceans)  
British Columbia

**Activities:****Timing:**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Canada and British Columbia will provide to the Nisga'a Nation the amount described in Schedule G of the Fisheries Chapter.</li> <li>2. If the Nisga'a Nation requests support for the acquisition of commercial licenses, or vessels and commercial licences, Canada and British Columbia will provide that support, including the items set out in paragraph 112 of the Fisheries Chapter.</li> </ol> | <p>on the effective date</p> <p>as soon as practicable after receipt of request</p> |
|---|---|

**Planning Assumptions/Guidelines/Comments:**

The obligation in paragraph 112 of the Fisheries Chapter ceases once the funds paid under paragraph 111 of the Fisheries Chapter are spent by the Nisga'a Nation.

**Final Agreement Provisions:**

111. On the effective date, Canada and British Columbia will each provide funding in the respective amounts described in Schedule G to the Nisga'a Nation to enable it to increase its capacity, in the form of commercial licences, or vessels and commercial licences, to participate in the general commercial fishery in British Columbia. These commercial licenses and vessels will be subject to federal and provincial laws of general application in respect of commercial fisheries in British Columbia.
112. At the request of the Nisga'a Nation, Canada, and British Columbia will provide the Nisga'a Nation with support for the acquisition of the commercial licences, or vessels and commercial licences, referred to in paragraph 111, including:
  - a. general fishing industry information;
  - b. available information concerning the fleet composition and number of commercial vessels;
  - c. available commercial fishing industry cost and earnings information;
  - d. estimated commercial vessel and commercial licence costs; and
  - e. recent estimates of commercial harvests and landed values.

**Related Provisions:**

Fisheries Chapter, Schedule G

Fisheries Chapter

Sheet #21

Study of the feasibility of roe-on-kelp impoundment

Paragraph(s): 114

Parties: Nisga'a Nation  
Canada (Department of Fisheries and Oceans)  
British Columbia

Activities:

Timing:

- |   |   |
|---|---|
| 1. At the request of any of the Parties, the Parties will develop terms of reference and methodology for a study to assess the availability of herring and kelp within the Nass Area to determine the feasibility of a Nisga'a herring roe-on-kelp impoundment. | as soon as practicable after the effective date |
| 2. The Parties will conduct the study.  | as soon as practicable after the effective date |

Final Agreement Provisions:

114. As soon as practicable after the effective date, the Parties will conduct a study to assess the availability of herring and kelp within the Nass Area to determine the feasibility of a Nisga'a herring roe-on-kelp impoundment.

Fisheries Chapter

Sheet #22

Consultation with the Nisga'a Nation respecting the formulation of Canada's positions regarding international arrangements

Paragraph(s): 115

Parties: Nisga'a Nation  
Canada

Activities:

Timing:

- 1. If Canada is formulating positions in relation to international discussions or negotiations that may significantly affect fisheries resources referred to in the Final Agreement, Canada will consult with the Nisga'a Nation by:
  - a) notifying the Nisga'a Nation, in writing, of the matter in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;
  - b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and
  - c) giving full and fair consideration of the Nisga'a Nation's views.

before developing final positions

- 2. Canada will notify the Nisga'a Nation, in writing, of its positions.

before tabling its positions

Final Agreement Provisions:

- 115. Canada will consult with the Nisga'a Nation with respect to the formulation of Canada's positions in relation to international discussions or negotiations that may significantly affect fisheries resources referred to in this Agreement.

Related Provisions:

General Provisions Chapter, paragraph(s) 28

## Wildlife and Migratory Birds Chapter

Sheet #1

## Negotiation of Nisga'a contributions to provincial wildlife funds

Paragraph(s): 11

Parties: Nisga'a Nation  
British Columbia

## Activities:

## Timing:

- |  |                                      |
|--|--------------------------------------|
| 1. The Nisga'a Nation or British Columbia will initiate the negotiation of an agreement under paragraph 11 of the Wildlife and Migratory Birds Chapter by delivering a written notice to the other Party requiring the commencement of collaborative negotiations. | from time to time                    |
| 2. The Nisga'a Nation and British Columbia will convene the first meeting of the collaborative negotiations.   | within 21 days of delivery of notice |
| 3. If collaborative negotiations terminate, in accordance with Appendix M-1, the Nisga'a Nation or British Columbia may deliver a notice to the other Party requiring commencement of a facilitated process.   | within 15 days of termination        |
| 4. The Nisga'a Nation or British Columbia will attempt to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter.   | within 30 days of delivery of notice |
| 5. If the Nisga'a Nation and British Columbia reach an agreement, they will implement it in accordance with its terms and conditions.  | as agreed                            |

## Final Agreement Provisions:

11. From time to time the Nisga'a Nation and British Columbia will negotiate and attempt to reach agreements concerning the Nisga'a Nation contributions to any provincial fund dedicated to wildlife conservation and habitat protection, at a level that is commensurate with and takes into account:
- a. the contributions made by licensed hunters throughout British Columbia;
  - b. the application of the provincial fund to the Nass Wildlife Area; and
  - c. the performance of similar wildlife management activities by Nisga'a Lisims Government.

## Related Provisions:

Dispute Resolution Chapter, paragraph(s) 15 - 27  
Appendix M-1 to M-5

## Wildlife and Migratory Birds Chapter

Sheet #2

**Determination of the first total allowable harvest for the initial designated species (moose, grizzly bear and mountain goat)**

Paragraph(s): 15, 21, 22

Parties: British Columbia  
Wildlife Committee**Activities:****Timing:**

- |   |   |
|---|---|
| 1. The Minister will designate moose, grizzly bear and mountain goat as the initial designated species.   | on the effective date   |
| 2. Before determining the total allowable harvests for the initial designated species, the Minister will request recommendations from the Wildlife Committee on the total allowable harvests for those species. | on or immediately after the effective date                            |
| 3. The Wildlife Committee will provide its recommendations on the total allowable harvests to the Minister.   | as soon as practicable after receipt of request                       |
| 4. The Minister will consider the Wildlife Committee's recommendations and determine the total allowable harvests in accordance with paragraph 22 of the Wildlife and Migratory Birds Chapter .                 | as soon as practicable after receipt of recommendations               |
| 5. The Minister will notify the Wildlife Committee, in writing, of the total allowable harvests.  | as soon as practicable after determining the total allowable harvests |

**Final Agreement Provisions:**

15. On the effective date, the Minister will designate moose, grizzly bear, and mountain goat as the initial designated species.
21. The Minister will request and consider recommendations from the Wildlife Committee before determining the total allowable harvest for any designated species.
22. In determining the total allowable harvest for a designated species, the Minister will, in accordance with proper wildlife management, take into account:
  - a. the population of the species within the Nass Wildlife Area; and
  - b. the population of the species within its normal range or area of movement outside the Nass Wildlife Area.

**Related Provisions:**

Wildlife and Migratory Birds Chapter, paragraph(s) 24, 25

## Wildlife and Migratory Birds Chapter

Sheet #3

## Designation of species other than the initial designated species

Paragraph(s): 16, 17, 19 - 22, 26 - 29, 45(b), 59, 60

Parties: Nisga'a Lisims Government  
 British Columbia  
 Canada (Department of Indian Affairs and Northern Development)  
 Wildlife Committee

## Activities:

## Timing:

Designation

- |    |  |   |
|----|--|---|
| 1. | British Columbia or Nisga'a Lisims Government may request, in writing, that the Wildlife Committee recommend whether a species should be, or continue to be, a designated species. | as desired  |
| 2. | British Columbia and Nisga'a Lisims Government will provide the Wildlife Committee with reasonably available information necessary to make recommendations.                        | as soon as practicable after requesting recommendations         |
| 3. | The Wildlife Committee will provide recommendations to the Minister and Nisga'a Lisims Government regarding a designation:   |   |
|    | a) if requested by British Columbia or Nisga'a Lisims Government; or   | within a reasonable period of time after receipt of information |
|    | b) in the absence of a request, in accordance with paragraph 45(b) of the Wildlife and Migratory Birds Chapter.  | as desired  |
| 4. | The Minister will consider:  | as soon as practicable after receipt of recommendations         |
|    | a) the recommendations of the Wildlife Committee, in accordance with paragraph 59 of the Wildlife and Migratory Birds Chapter; and   |   |
|    | b) whether there is a significant risk to the wildlife population.   |   |
| 5. | The Minister will decide whether or not to designate or continue the designation of a species.   | as soon as practicable after receipt of recommendations         |
| 6. | The Minister, or delegate not below the Assistant Deputy Minister level, will notify Nisga'a Government and the Wildlife Committee of the Minister's decision.                     | as soon as practicable after decision made                      |

Establishment of the Nisga'a Wildlife Allocation

- |    |  |  |
|----|--|--|
| 7. | If the species is designated, British Columbia and the Nisga'a Nation will negotiate an allocation for that species in accordance with paragraphs 27 and 29 of the Wildlife and Migratory Birds Chapter including, if desired, provisions for the review of that allocation. | as soon as practicable after designation |
| 8. | If British Columbia and the Nisga'a Nation fail to agree on an allocation, British Columbia or the Nisga'a Nation may refer the matter to arbitration under the Dispute Resolution Chapter.  | as desired                               |

Establishment of the Total Allowable Harvest

- |     |  |   |
|-----|--|---|
| 9.  | Upon the establishment of an allocation, by negotiation or arbitration, the Minister will:   | as soon as practicable after establishment                    |
|     | a) notify Nisga'a Lisims Government and the Wildlife Committee of the need to establish a total allowable harvest for that species; and              |   |
|     | b) request and consider the recommendations of the Wildlife Committee regarding the total allowable harvest.   |   |
| 10. | The Minister will determine the total allowable harvest for a designated species taking into account, in accordance with proper wildlife management: | as soon as practicable after consideration of recommendations |
|     | a) the population of the species within the Nass Wildlife Area; and  |   |
|     | b) the population of the species within its normal range or area of movement outside the Nass Wildlife Area.   |   |
| 11. | The Minister will notify Nisga'a Lisims Government and the Wildlife Committee of the total allowable harvest for that species.                       | as soon as practicable after determination                    |

Final Agreement Amendment

- |     |  |   |
|-----|--|---|
| 12. | Schedule A of the Wildlife and Migratory Birds Chapter will be amended to include the Nisga'a wildlife allocation for that designated species. | as per the Final Agreement amendment provisions |
|-----|--|---|

**Planning Assumptions/Guidelines/Comments:**

The order of these activities is intended to reflect the likely sequence of events, however, recommendations and decisions about the total allowable harvest and the allocation may take place in other sequences.

**Final Agreement Provisions:**

- |     |  |
|-----|--|
| 16. | Nisga'a Lisims Government or British Columbia may request the Wildlife Committee to recommend whether a wildlife species should be, or continue to be, a designated species. |
|-----|--|

17. The Minister may designate a wildlife species, other than the initial designated species, only if the Minister determines that, in order to address a significant risk to a wildlife population, there should be a total allowable harvest of that wildlife species.
19. The Minister will request and consider recommendations from the Wildlife Committee before determining whether a species will be, or continue to be, a designated species.
20. British Columbia and Nisga'a Lisims Government will provide the Wildlife Committee with the information that is reasonably available and necessary to enable the Wildlife Committee to recommend whether a wildlife species should be, or continue to be, a designated species.
21. The Minister will request and consider recommendations from the Wildlife Committee before determining the total allowable harvest for any designated species.
22. In determining the total allowable harvest for a designated species, the Minister will, in accordance with proper wildlife management, take into account:
  - a. the population of the species within the Nass Wildlife Area; and
  - b. the population of the species within its normal range or area of movement outside the Nass Wildlife Area.
26. A Nisga'a wildlife allocation that is determined or varied under this Agreement, and any review provisions agreed to under paragraph 28, will be added to Schedule A.
27. Unless British Columbia and the Nisga'a Nation otherwise agree, or it is otherwise determined by arbitration under paragraph 33, the Nisga'a wildlife allocation of a species that is designated after the effective date:
  - a. will, at or below the estimated harvest level at the time of the designation of the species, reflect the share of the harvest that was harvested by the Nisga'a Nation before the designation;
  - b. will provide for an increasing share of the total allowable harvest by persons other than Nisga'a citizens as the total allowable harvest increases above the level at which the species was designated; and
  - c. may provide for a maximum amount for the Nisga'a harvest.
28. If the Minister designates a species after the effective date, British Columbia and the Nisga'a Nation will negotiate and attempt to reach agreement on a Nisga'a wildlife allocation of that designated species, and they may also agree to provisions to review that Nisga'a wildlife allocation.
29. Any determination or variation of a Nisga'a wildlife allocation, including a determination or variation by an arbitrator under paragraph 33, will take into account all relevant information presented by British Columbia and the Nisga'a Nation and in particular information presented in respect of:
  - a. the status of the species;
  - b. conservation requirements;
  - c. current and past Nisga'a harvest for domestic purposes;
  - d. change in Nisga'a harvesting effort; and

- e. the effect on the species of harvesting by others.
45. On the effective date, the Parties will establish a Wildlife Committee to facilitate wildlife management within the Nass Wildlife Area. For this purpose, the Wildlife Committee will carry out the responsibilities assigned to it under this Agreement, including:
- b. recommending to the Minister and Nisga'a Lisims Government whether any wildlife species should be, or continue to be, a designated species;
59. In considering the recommendations of the Wildlife Committee or its members, the Minister will take into account:
- a. conservation requirements and availability of wildlife resources;
  - b. any Nisga'a preferences in respect of harvest locations, methods, or times stated in the recommendations;
  - c. utilization of the wildlife resources for the benefit of all Canadians;
  - d. efficient and effective management of wildlife resources;
  - e. requirements for the integration and efficient management of the overall wildlife resources;
  - f. accepted scientific procedures for wildlife management; and
  - g. other relevant statutory considerations.
60. The Minister will not delegate the authority to reject recommendations of the Wildlife Committee, or its members, in whole or in part, below the Assistant Deputy Minister level.

**Related Provisions:**

Wildlife and Migratory Birds Chapter, paragraph(s) 1, 2, 24, 45(c), 56, Schedule A

Wildlife and Migratory Birds Chapter

Sheet #4

Review of Nisga'a wildlife allocations of initial designated species

Paragraph(s): 26, 30, 31, 33, 34

Parties: British Columbia  
Nisga'a Nation

Activities:

Timing:

- |  |  |
|--|--|
| <p>1. Within 15 years from the effective date, British Columbia and the Nisga'a Nation will review the Nisga'a wildlife allocation of an initial designated species:</p> <ul style="list-style-type: none"> <li>a) once at the request of either British Columbia or the Nisga'a Nation at any time after five years from the effective date; and</li> <li>b) if there has been a review under subparagraph (a):                             <ul style="list-style-type: none"> <li>i) once at the request of British Columbia, and</li> <li>ii) once at the request of the Nisga'a Nation</li> </ul> </li> </ul> <p>at any time after five years from the date the review under subparagraph (a) was requested.</p> | <p>as per paragraph 30 of the Wildlife and Migratory Birds Chapter</p> |
| <p>2. British Columbia and the Nisga'a Nation may agree to vary the Nisga'a wildlife allocation of an initial designated species after any review under paragraph 30 of the Wildlife and Migratory Birds Chapter. The Party requesting a review of the Nisga'a wildlife allocation of a designated species has the onus of establishing that the Nisga'a wildlife allocation should be varied.</p>   | <p>as desired</p>  |
| <p>3. If the Nisga'a Nation and British Columbia fail to agree, either Party may refer the matter to arbitration under paragraphs 28 to 34 of the Dispute Resolution Chapter.</p>  | <p>as desired</p>  |
| <p>4. The varied allocation is added to Schedule A of the Wildlife and Migratory Birds Chapter as per paragraph 26 of the Wildlife and Migratory Birds Chapter and paragraph 43 of the General Provisions Chapter.</p>   | <p>on the date the decision takes effect</p>                           |

Final Agreement Provisions:

- 26. A Nisga'a wildlife allocation that is determined or varied under this Agreement, and any review provisions agreed to under paragraph 28, will be added to Schedule A.
- 30. Within 15 years of the effective date, British Columbia and the Nisga'a Nation will review the Nisga'a wildlife allocation of an initial designated species:

- a. once at the request of either British Columbia or the Nisga'a Nation at any time after five years from the effective date; and
  - b. if there has been a review under subparagraph (a):
    - i. once at the request of British Columbia, and
    - ii. once at the request of the Nisga'a Nationat any time after five years from the date the review under subparagraph (a) was requested.
31. British Columbia and the Nisga'a Nation may agree to vary the Nisga'a wildlife allocation of an initial designated species after any review under paragraph 30.
32. Notwithstanding paragraphs 30 and 31, British Columbia and the Nisga'a Nation may agree to review and vary the Nisga'a wildlife allocation of an initial designated species at any time.
33. If British Columbia and the Nisga'a Nation fail to agree on:
- a. the Nisga'a wildlife allocation of an initial designated species following a review under paragraph 30; or
  - b. the Nisga'a wildlife allocation of any other designated species under paragraphs 27 to 29
- the allocation will be finally determined by arbitration under the Dispute Resolution Chapter.
34. The Party requesting a review of the Nisga'a wildlife allocation of a designated species has the onus of establishing that the Nisga'a wildlife allocation should be varied.

**Related Provisions:**

Wildlife and Migratory Birds Chapter, paragraph(s) 32, Schedule A  
General Provisions Chapter, paragraph(s) 43  
Dispute Resolution Chapter, paragraph(s) 28 - 34  
Appendix M-6

**Wildlife and Migratory Birds Chapter**

**Sheet #5**

**Making Nisga'a laws in respect of Nisga'a rights and obligations related to wildlife and migratory birds**

**Paragraph(s):** 37, 39, 41

**Parties:** Nisga'a Lisims Government

**Activities:**

**Timing:**

- |  |  |
|--|--|
| <p>1. Nisga'a Lisims Government will make laws pursuant to paragraph 41 of the Wildlife and Migratory Birds Chapter by:</p> <ul style="list-style-type: none"> <li>a) developing those laws; and</li> <li>b) enacting those laws.</li> </ul> | <p>before the effective date</p> <p>on the effective date and as desired</p> |
| <p>2. Nisga'a Lisims Government may make laws pursuant to paragraphs 37 and 39 of the Wildlife and Migratory Birds Chapter.</p>  | <p>as desired</p>  |

**Final Agreement Provisions:**

- 37. Nisga'a Lisims Government may make laws that are in respect of the Nisga'a Nation's rights and obligations in respect of wildlife and migratory birds under, and that are consistent with, this Agreement and that are not inconsistent with the annual management plans, including matters such as:
  - a. the distribution among Nisga'a citizens of Nisga'a wildlife entitlements;
  - b. the establishment and administration of licensing requirements for the harvest of wildlife and migratory birds under the Nisga'a wildlife entitlements;
  - c. the methods, timing, and locations of the harvest of species of wildlife included in the annual management plan, and migratory birds under the Nisga'a wildlife entitlements;
  - d. the methods, timing, and locations of the harvest of species of wildlife not included in the annual management plan;
  - e. the designation and documentation of persons who harvest wildlife and migratory birds under the Nisga'a wildlife entitlements;
  - f. the trade or barter of wildlife and migratory birds harvested by Nisga'a citizens under the Nisga'a wildlife entitlements; and
  - g. other matters agreed to by the Parties.
  
- 39. Nisga'a Lisims Government may make laws in respect of any sale of wildlife, migratory birds, or the

inedible by-products or down of migratory birds, that are harvested under this Agreement.

41. Nisga'a Lisims Government will make laws to require:
  - a. that any wildlife or wildlife parts, including meat, harvested under this Agreement, that are transported outside Nisga'a Lands for the purpose of trade or barter be identified as wildlife for trade or barter; and
  - b. Nisga'a citizens to comply with the annual management plan.

**Related Provisions:**

Wildlife and Migratory Birds Chapter, paragraph(s) 38, 40

Wildlife and Migratory Birds Chapter

Sheet #6

**Designation of Nisga'a Lisims Government's nominee for the administration of tests respecting firearms use or safety**

**Paragraph(s):** 44

**Parties:** Nisga'a Lisims Government  
British Columbia  
Canada

**Activities:**

**Timing:**

- |  |   |
|--|---|
| <p>1. Nisga'a Lisims Government may nominate a person for the purpose of carrying out the responsibilities of administering federal or provincial tests in respect of firearms use or safety by providing, in writing, the name of that individual and proof of their qualifications to the person authorized under federal or provincial legislation to designate persons to administer tests in respect of firearms use or safety.</p> | <p>as desired</p>   |
| <p>2. The person authorized under federal or provincial legislation will designate the nominee if the nominee meets the requirements set out in paragraph 44 of the Wildlife and Migratory Birds Chapter.</p>  | <p>as soon as practicable after receipt of nomination</p> |

**Final Agreement Provisions:**

44. The person authorized under federal or provincial legislation to designate persons to administer tests in respect of firearms use or safety, will designate any person nominated by Nisga'a Lisims Government for the purpose of carrying out the responsibilities of administering federal and provincial tests in respect of firearms use or safety, if the person nominated by Nisga'a Lisims Government has the firearms licence and the firearms use or safety testing qualifications:
- a. generally required of all persons who administer those tests in British Columbia; or
  - b. required of aboriginal persons who administer those tests in British Columbia, if specific qualifications have been established for aboriginal persons to administer those tests.

## Wildlife and Migratory Birds Chapter

Sheet #7

## Establishment and operation of the Wildlife Committee

Paragraph(s): 45 - 48

Parties: Nisga'a Nation  
 British Columbia  
 Canada (Department of Fisheries and Oceans)

## Activities:

## Timing:

- |    |   |                                   |
|----|---|-----------------------------------|
| 1. | The Nisga'a Nation and British Columbia will each appoint an equal number of members, to a maximum of four each and Canada will appoint one member to the Wildlife Committee. Canada's instrument of appointment will be an Order-In-Council. | on the effective date             |
| 2. | Each Party will notify the other Parties, in writing, of the persons appointed.   | on the effective date             |
| 3. | The Wildlife Committee will carry out its responsibilities as required by the Wildlife and Migratory Birds Chapter, including paragraphs 45 - 48 of the Wildlife and Migratory Birds Chapter.   | ongoing, as of the effective date |
| 4. | If a member appointed by one of the Parties ceases to be a member of the Wildlife Committee, that Party will appoint a replacement member and notify the other Parties, in writing.   | as required                       |

## Final Agreement Provisions:

45. On the effective date, the Parties will establish a Wildlife Committee to facilitate wildlife management within the Nass Wildlife Area. For this purpose, the Wildlife Committee will carry out the responsibilities assigned to it under this Agreement, including:
- a. recommending to the Minister and Nisga'a Lisims Government any conservation requirements it considers advisable for wildlife species within the Nass Wildlife Area;
  - b. recommending to the Minister and Nisga'a Lisims Government whether any wildlife species should be, or continue to be, a designated species;
  - c. recommending to the Minister and Nisga'a Lisims Government each year the total allowable harvest levels for designated species, including the objectives for:
    - i. the geographic distribution of the harvest within the Nass Wildlife Area,
    - ii. the sex and age composition of the harvest,
    - iii. monitoring, reporting, and auditing requirements, and
    - iv. other similar matters;

- d. recommending to the Minister and Nisga'a Lisims Government whether there should be an annual management plan for any wildlife species other than designated species;
  - e. recommending to the Minister and Nisga'a Lisims Government annual management plans, that are consistent with this Agreement and proper wildlife management, for the Nisga'a harvest of designated species and any other wildlife species for which the Minister and Nisga'a Lisims Government have agreed that there should be an annual management plan;
  - f. advising the Minister and Nisga'a Lisims Government in respect of the design of any studies necessary to carry out the terms of this Chapter or to facilitate proper wildlife management within the Nass Wildlife Area;
  - g. advising the Minister and Nisga'a Lisims Government in respect of amendments to laws that apply to the management of wildlife and wildlife harvests within the Nass Wildlife Area;
  - h. advising the Minister and Nisga'a Lisims Government on wildlife management policies, projects, plans, and programs, that significantly affect the Nass Wildlife Area and its wildlife populations;
  - i. developing long-term wildlife management plans it considers necessary for carrying out its responsibilities;
  - j. facilitating sharing of information and plans for existing and proposed wildlife harvesting that could affect or be affected by Nisga'a wildlife harvesting;
  - k. communicating with other management or advisory bodies about matters of mutual interest; and
  - l. carrying out other activities agreed to by the Nisga'a Nation and British Columbia or Canada, as the case may be.
46. The Wildlife Committee has up to nine members. The Nisga'a Nation and British Columbia will each appoint an equal number of members, to a maximum of four each, and Canada will appoint one member, to represent them on the Wildlife Committee. The members of the Wildlife Committee representing the Nisga'a Nation, Canada and British Columbia are responsible for functions in respect of wildlife fish. The members of the Wildlife Committee representing the Nisga'a Nation and British Columbia are responsible for functions in respect of all other wildlife.
47. The Wildlife Committee will meet as often as necessary to carry out its responsibilities and will establish its procedures.
48. Whenever possible, the Wildlife Committee will carry out its responsibilities by consensus. If there is no consensus, the Wildlife Committee will submit the recommendations or advice of each Party's representatives.

**Wildlife and Migratory Birds Chapter**

**Sheet #8**

**Consultation regarding wildlife regulations and policies**

**Paragraph(s):** 50

**Parties:** British Columbia  
 Canada (Department of Fisheries and Oceans)  
 Nisga'a Nation

**Activities:**

**Timing:**

1. If British Columbia or Canada is of the opinion that a proposed regulation or policy would significantly affect wildlife management or harvesting within the wildlife management area, that Party will consult with the Nisga'a Nation by:
  - a) notifying the Nisga'a Nation, in writing, of the proposed regulation or policy in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;
  - b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and
  - c) giving full and fair consideration of the Nisga'a Nation's views,

and this consultation will take place through the Wildlife Committee, unless otherwise agreed.
2. The Party proposing the regulation or policy will notify the Nisga'a Nation of any decision regarding the proposed regulation or policy.

**Final Agreement Provisions:**

50. British Columbia or Canada, as the case may be, will consult with the Nisga'a Nation before enacting regulations or adopting policies that will significantly affect wildlife management or harvesting within the Nass Wildlife Area. Unless the Nisga'a Nation and British Columbia or Canada, as the case may be, otherwise agree, this consultation will take place through the Wildlife Committee.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

**Wildlife and Migratory Birds Chapter**

**Sheet #9**

**Provision of relevant data to the Wildlife Committee**

**Paragraph(s):** 51

**Parties:** Nisga'a Lisims Government  
British Columbia  
Canada (Department of Fisheries and Oceans)

**Activities:**

**Timing:**

- |  |   |
|--|---|
| 1. Each Party will notify the Wildlife Committee, in writing, of its office responsible for identifying and providing relevant data to the Wildlife Committee. | as soon as practicable after effective date |
| 2. Each Party will identify and provide at least one copy of relevant data to the Wildlife Committee.  | ongoing, as required                        |

**Planning Assumptions/Guidelines/Comments:**

The term "data" is intended to be broadly defined and to include raw data and reports.

**Final Agreement Provisions:**

51. Nisga'a Lisims Government and the Minister will provide the Wildlife Committee with all relevant data in their possession in respect of all wildlife harvesting and other matters relevant to wildlife management within the Nass Wildlife Area.

Wildlife and Migratory Birds Chapter

Sheet #10

Development of wildlife or migratory birds management advisory bodies

Paragraph(s): 52 - 54

Parties: Nisga'a Nation  
 British Columbia  
 Canada (Department of Environment, Department of Fisheries and Oceans)

Activities:

Timing:

1. British Columbia or Canada will consult with the Nisga'a Nation in developing the bodies described in paragraph 53 of the Wildlife and Migratory Birds Chapter, and will seek the Nisga'a Nation's views on appropriate representation on those bodies, by:
  - a) notifying the Nisga'a Nation, in writing, of the proposed management advisory body in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;
  - b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and
  - c) giving full and fair consideration of the Nisga'a Nation's views.
2. If Canada or British Columbia decide to establish the advisory body, that Party will:
  - a) notify the Nisga'a Nation, in writing; and
  - b) if the Nisga'a Nation wishes to have representation on the body, attempt to agree with the Nisga'a Nation on appropriate representation.
3. British Columbia or Canada will establish the advisory body.

Final Agreement Provisions:

52. The Parties acknowledge that wildlife management may involve the consideration of matters on a regional or watershed basis.
53. If Canada or British Columbia proposes to establish a wildlife or migratory birds management advisory body:
  - a. for an area that includes any portion of the Nass Wildlife Area; or
  - b. in respect of wildlife or migratory bird populations whose normal range of movement includes any portion of the Nass Wildlife Area

Canada or British Columbia, as the case may be, will consult with the Nisga'a Nation in developing that body.

54. The Nisga'a Nation is entitled to appropriate representation on any regional or provincial advisory body established by Canada or British Columbia to provide advice or recommendations to the Minister in respect of:
- a. matters pertaining to wildlife or migratory birds in an area that includes any portion of the Nass Wildlife Area; or
  - b. wildlife or migratory bird populations whose normal range of movement includes any portion of the Nass Wildlife Area.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

## Wildlife and Migratory Birds Chapter

Sheet #11

## Preparation and approval of the annual wildlife management plans

Paragraph(s): 55 - 64, 66

Parties: British Columbia  
Nisga'a Lisims Government  
Canada (Department of Fisheries and Oceans)

## Activities:

## Timing:

- |    |  |   |
|----|--|---|
| 1. | In order to assist in the preparation of annual wildlife management plans, British Columbia and Canada will provide information to Nisga'a Lisims Government regarding authorized uses of Crown land and legislation enacted for the purposes of public health and public safety.  | annually  |
| 2. | Nisga'a Lisims Government will prepare a proposed annual management plan, in accordance with paragraphs 55 and 56 of the Wildlife and Migratory Birds Chapter.   | annually  |
| 3. | Nisga'a Lisims Government will forward the proposed annual management plan to the Wildlife Committee.  | on a timely basis   |
| 4. | Wildlife Committee will consider the proposed annual management plan and make recommendations to the Minister and to Nisga'a Lisims Government, in accordance with paragraph 58 of the Wildlife and Migratory Birds Chapter.   | within a reasonable period of time after receipt of proposed plan   |
| 5. | The Minister will consider the recommendations of the Wildlife Committee concerning the proposed annual management plan in accordance with paragraph 59 of the Wildlife and Migratory Birds Chapter.   | within a reasonable period of time after receipt of recommendations |
| 6. | If the federal Minister considers it necessary, under special circumstances, to make a decision or take an action without receiving the recommendations of the Wildlife Committee, the Minister will provide the Nisga'a Lisims Government and the Wildlife Committee with written reasons for the decision made or action taken.  | as soon as practicable after decision made or action taken          |
| 7. | The Minister will approve the proposed annual management plan if it is consistent with the Final Agreement and if the Minister is satisfied that no public safety concern described in paragraph 66 of the Wildlife and Migratory Birds Chapter exists, unless the Wildlife Committee has made more than one recommendation. If the Wildlife Committee has made more than one recommendation, the Minister will approve the recommendation that, in the Minister's opinion, best takes into account the matters set out in paragraph 59 of the Wildlife and Migratory Birds Chapter. | within a reasonable period of time after receipt of recommendations |

8. If the plan is not approved, the Minister, or a delegate not below the Assistant Deputy Minister level, will provide written reasons to the Wildlife Committee and specify the changes necessary for approval. within a reasonable period of time after receipt of recommendations

**Planning Assumptions/Guidelines/Comments:**

It is anticipated that the timing for activities 1, 2 and 3 will be discussed by the Parties through the Wildlife Committee and set in order to allow for an annual management plan to be in place before the start of each hunting season.

**Final Agreement Provisions:**

55. An annual management plan will set out the management provisions in respect of the Nisga'a harvest under this Agreement of designated species and other species that the Nisga'a Nation and British Columbia or Canada, as the case may be, have agreed should be included in the annual management plan. The plan will include, as appropriate, provisions consistent with this Agreement in respect of:
- a. the identification of Nisga'a harvesters;
  - b. the methods, timing, and locations of the harvest;
  - c. the sex and age composition of the harvest of designated species and other species as agreed;
  - d. monitoring of the harvest and data collection;
  - e. possession and transportation of wildlife or wildlife parts;
  - f. the level of harvest of any designated and any other species that may be harvested on Nisga'a Public Lands by persons other than Nisga'a citizens, in accordance with the Access Chapter;
  - g. angling guiding under paragraph 83; and
  - h. other matters in respect of wildlife that the Nisga'a Nation and British Columbia or Canada, as the case may be, agree to include in the annual management plan.
56. Each year Nisga'a Lisims Government will propose an annual management plan, for designated species and any other species that the Nisga'a Nation and British Columbia or Canada, as the case may be, have agreed to include in the annual management plan, that will:
- a. be consistent with Nisga'a wildlife entitlements to wildlife;
  - b. set out any Nisga'a preferences for methods, timing, and locations of harvest; and
  - c. take into account any management concerns identified by the Minister or Nisga'a Lisims Government.
57. Nisga'a Lisims Government will forward the proposed annual management plans to the Wildlife Committee on a timely basis.

58. The Wildlife Committee, on a timely basis, will:
- a. consider the proposed annual management plans, taking into account the matters set out in paragraph 59;
  - b. make any appropriate adjustments that are necessary to integrate the Nisga'a annual management plans with other wildlife conservation and harvesting plans, while giving effect to the Nisga'a preferences in respect of methods, timing, and locations of harvest, to the extent possible; and
  - c. make recommendations in respect of the proposed annual management plans to the Minister and Nisga'a Lisims Government.
59. In considering the recommendations of the Wildlife Committee or its members, the Minister will take into account:
- a. conservation requirements and availability of wildlife resources;
  - b. any Nisga'a preferences in respect of harvest locations, methods, or times stated in the recommendations;
  - c. utilization of the wildlife resources for the benefit of all Canadians;
  - d. efficient and effective management of wildlife resources;
  - e. requirements for the integration and efficient management of the overall wildlife resources;
  - f. accepted scientific procedures for wildlife management; and
  - g. other relevant statutory considerations.
60. The Minister will not delegate the authority to reject recommendations of the Wildlife Committee, or its members, in whole or in part, below the Assistant Deputy Minister level.
61. If special circumstances make it impracticable to receive recommendations or advice from the Wildlife Committee, the Minister:
- a. may make the decision or take the action that the Minister considers necessary, without receiving recommendations or advice from the Wildlife Committee;
  - b. will advise Nisga'a Lisims Government and the Wildlife Committee as soon as practicable of that decision or action; and
  - c. will provide Nisga'a Lisims Government and the Wildlife Committee with written reasons for that decision or action if the matter is one about which the Wildlife Committee is required to make a recommendation.
62. If an annual management plan, or any amendment to an annual management plan, recommended by the Wildlife Committee or its members is consistent with this Agreement, the Minister will approve the annual management plan or the amendment.
63. If the Minister receives, from the Wildlife Committee, more than one recommendation that is consistent with this Agreement, in respect of an annual management plan, or any amendment to an

annual management plan, the Minister will approve the recommendation that, in the Minister's opinion, best takes into account the matters set out in paragraph 59.

64. If the Minister does not approve an annual management plan, or any amendment to an annual management plan, recommended by the Wildlife Committee or its members, the Minister will provide written reasons and specify what changes are necessary for its approval.
66. Notwithstanding paragraph 62, the Minister will not approve any method of harvest that differs from those permitted under federal or provincial laws of general application unless the Minister is satisfied that the method is consistent with public safety.

**Related Provisions:**

Wildlife and Migratory Birds Chapter, paragraph(s) 1, 2, 45(c), 45(d), 86, 87

## Wildlife and Migratory Birds Chapter

Sheet #12

## Agreements to transfer traplines

Paragraph(s): 72

Parties: Nisga'a Nation  
British Columbia

## Activities:

1. If the holder of a trapline within the Nass Wildlife Area agrees to transfer it to the Nisga'a Nation, a Nisga'a Institution or a Nisga'a Corporation, the parties to that agreement will notify British Columbia, in writing, of that agreement.
2. British Columbia will consent and give effect to the transfer.

## Timing:

as desired

as soon as  
practicable after the  
request

## Final Agreement Provisions:

72. If the holder of a trapline within the Nass Wildlife Area agrees to transfer the trapline to the Nisga'a Nation, a Nisga'a Institution, or a Nisga'a Corporation, British Columbia will consent to the transfer.

## Wildlife and Migratory Birds Chapter

Sheet #13

## Transfer of abandoned traplines

Paragraph(s): 73

Parties: British Columbia

## Activities:

1. If British Columbia learns that a trapline described in paragraph 73 of the Wildlife and Migratory Birds Chapter has become vacant, British Columbia will:
  - a) register the trapline to the Nisga'a Nation; and
  - b) provide a copy of the registration,to the Nisga'a Nation, a Nisga'a Institution or a Nisga'a Corporation designated by Nisga'a Lisims Government.

## Timing:

within a reasonable period of time after the trapline becomes vacant

## Final Agreement Provisions:

73. If a trapline that is wholly or partially on Nisga'a Lands becomes vacant by reason of abandonment or by operation of law, British Columbia will register the trapline to the Nisga'a Nation, a Nisga'a Institution, or a Nisga'a Corporation, as designated by Nisga'a Lisims Government.

**Wildlife and Migratory Birds Chapter**

**Sheet #14**

**Consultation about proposed transfers and changes in terms and conditions of existing traplines**

**Paragraph(s):** 76

**Parties:** British Columbia  
Nisga'a Nation

**Activities:**

**Timing:**

- |  |  |
|--|--|
| <p>1. If British Columbia proposes to transfer or change the terms and conditions of an existing trapline that is wholly or partially within Nisga'a Lands, it will consult with the Nisga'a Nation by:</p> <ul style="list-style-type: none"> <li>a) notifying the Nisga'a Nation in writing, of the proposed transfer or change of terms in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;</li> <li>b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and</li> <li>c) giving full and fair consideration of the Nisga'a Nation's views.</li> </ul> | <p>before transfer or change of terms</p>              |
| <p>2. If British Columbia transfers or changes the terms or conditions of the existing trapline, British Columbia will notify the Nisga'a Nation, in writing.</p>  | <p>as soon as practicable after transfer or change</p> |

**Final Agreement Provisions:**

76. British Columbia will consult with the Nisga'a Nation before approving any proposed transfer of, or change in terms and conditions of, an existing trapline that is wholly or partially within Nisga'a Lands.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

## Wildlife and Migratory Birds Chapter

Sheet #15

**Negotiation of agreement in respect of the Nisga'a Nation authority for the management of specified traplines**

Paragraph(s): 77

Parties: British Columbia  
Nisga'a Nation**Activities:****Timing:**

- |  |                                      |
|--|--------------------------------------|
| 1. The Nisga'a Nation or British Columbia will initiate the negotiation of an agreement under paragraph 77 of the Wildlife and Migratory Birds Chapter by delivering a written notice to the other Party requiring the commencement of collaborative negotiations. | from time to time                    |
| 2. The Nisga'a Nation and British Columbia will convene the first meeting of the collaborative negotiations.   | within 21 days of delivery of notice |
| 3. If collaborative negotiations terminate, in accordance with Appendix M-1, the Nisga'a Nation or British Columbia may deliver a notice to the other Party requiring commencement of a facilitated process.   | within 15 days of termination        |
| 4. The Nisga'a Nation or British Columbia will attempt to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter.   | within 30 days of delivery of notice |
| 5. If the Nisga'a Nation and British Columbia reach an agreement, they will implement it in accordance with its terms and conditions.  | as agreed                            |

**Final Agreement Provisions:**

77. British Columbia and the Nisga'a Nation will negotiate and attempt to reach agreement in respect of Nisga'a Lisims Government authority for the management of some or all of traplines that are registered to the Nisga'a Nation, a Nisga'a Village, a Nisga'a Institution, a Nisga'a Corporation, or Nisga'a citizens, in the Nass Wildlife Area.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 49 - 51  
 Dispute Resolution Chapter, paragraph(s) 15 - 27  
 Appendix M-1 to M-5

## Wildlife and Migratory Birds Chapter

Sheet #16

**Issuance of a guide outfitter's licence and a guide outfitter's certificate to the Nisga'a Nation****Paragraph(s):** 81**Parties:** British Columbia  
Nisga'a Nation**Activities:****Timing:**

1. If a guide outfitter's certificate registered to a person other than the Nisga'a Nation ceases to apply to an area wholly or partially on Nisga'a Lands by reason of abandonment or operation of law, British Columbia will issue to the Nisga'a Nation a guide outfitter's licence and a guide outfitter's certificate for the area set out in Appendix K. on effective date

**Final Agreement Provisions:**

81. If a guide outfitter's certificate registered to a person other than the Nisga'a Nation ceases to apply to an area wholly or partially on Nisga'a Lands by reason of abandonment or operation of law, British Columbia will issue to the Nisga'a Nation a guide outfitter's licence and a guide outfitter's certificate for the area set out in Appendix K. This licence and certificate will be subject to federal and provincial laws of general application.

**Related Provisions:**

Appendix K

Wildlife and Migratory Birds Chapter

Sheet #17

**Consultation about proposed transfers and changes in terms and conditions of guide outfitter's certificates or licences**

**Paragraph(s):** 82

**Parties:** British Columbia  
Nisga'a Nation

**Activities:**

**Timing:**

- |  |  |
|--|--|
| <p>1. If British Columbia proposes to transfer or change the terms and conditions of a guide outfitter's certificate or licence that applies to any portion of the Nass Wildlife Area, it will consult with the Nisga'a Nation by:</p> <ul style="list-style-type: none"> <li>a) notifying the Nisga'a Nation, in writing, of the proposed transfer or change of terms in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;</li> <li>b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and</li> <li>c) giving full and fair consideration of the Nisga'a Nation's views.</li> </ul> | <p>before transfer or change of terms</p>              |
| <p>2. If British Columbia transfers or changes the terms or conditions of the guide outfitter's certificate or licence, British Columbia will notify the Nisga'a Nation, in writing.</p>   | <p>as soon as practicable after transfer or change</p> |

**Final Agreement Provisions:**

82. British Columbia will not issue a new guide outfitter's certificate or licence that applies to any portion of Nisga'a Lands without the consent of the Nisga'a Nation. British Columbia will consult with the Nisga'a Nation before approving any proposed transfer, or change in terms and conditions, of any guide outfitter's certificate or licence that applies to any portion of the Nass Wildlife Area.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

## Wildlife and Migratory Birds Chapter

Sheet #18

## Issuance of an angling guide licence to the Nisga'a Nation

Paragraph(s): 83

Parties: British Columbia  
Nisga'a Nation

## Activities:

## Timing:

1. British Columbia will issue an angling guide licence to the Nisga'a Nation for watercourses outside Nisga'a Lands that are identified in Schedule D of the Wildlife and Migratory Birds Chapter. on effective date

## Final Agreement Provisions:

83. On the effective date, British Columbia will issue an angling guide licence to the Nisga'a Nation, for the watercourses outside of Nisga'a Lands that are identified in Schedule D.

## Related Provisions:

Wildlife and Migratory Birds Chapter, Schedule D

Wildlife and Migratory Birds Chapter

Sheet #19

**Consultation about proposed transfers and changes in terms and conditions of existing angling guide licences**

**Paragraph(s):** 85

**Parties:** British Columbia  
Nisga'a Nation

**Activities:**

**Timing:**

- |   |  |
|---|--|
| <p>1. If British Columbia proposes to transfer or change the terms and conditions of an existing angling guide licence that applies to watercourses within Nisga'a Lands, it will consult with the Nisga'a Nation by:</p> <ul style="list-style-type: none"> <li>a) notifying the Nisga'a Nation, in writing, of the proposed transfer or change of terms in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;</li> <li>b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and</li> <li>c) giving full and fair consideration of the Nisga'a Nation's views.</li> </ul> | <p>before transfer or change of terms</p>              |
| <p>2. If British Columbia transfers or changes the terms or conditions of the angling guide licence, British Columbia will notify the Nisga'a Nation, in writing.</p>   | <p>as soon as practicable after transfer or change</p> |

**Final Agreement Provisions:**

85. British Columbia will consult with the Nisga'a Nation before approving any proposed transfer, or change in terms and conditions, of an existing angling guide licence that applies to watercourses within Nisga'a Lands.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

## Wildlife and Migratory Birds Chapter

Sheet #20

**Consultation on the management of the harvest by aboriginal people of migratory birds and the eggs of migratory birds within the Nass Area****Paragraph(s):** 95**Parties:** Canada (Department of Environment)  
Nisga'a Nation**Activities:****Timing:**

1. Canada will consult with the Nisga'a Nation in respect of the management of the harvest by aboriginal people of migratory birds and the eggs of migratory birds within the Nass Area by:
  - a) notifying the Nisga'a Nation, in writing, of the matter in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;
  - b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and
  - c) giving full and fair consideration of the Nisga'a Nation's views.

as required

**Final Agreement Provisions:**

95. Canada will consult with the Nisga'a Nation in respect of the management of the harvest by aboriginal people of migratory birds within the Nass Area.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28

## Wildlife and Migratory Birds Chapter

Sheet #21

**Consultation with the Nisga'a Nation in respect of Canada's positions relating to international agreements****Paragraph(s):** 96**Parties:** Canada (Department of Environment)  
Nisga'a Nation**Activities:****Timing:**

1. Canada will consult with the Nisga'a Nation in respect of the formulation of Canada's positions relating to international agreements that may significantly affect migratory birds or their habitat within the Nass Area by:
  - a) notifying the Nisga'a Nation, in writing, of the matter in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for the Nisga'a Nation to present its views;
  - b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter; and
  - c) giving full and fair consideration of the Nisga'a Nation's views.
2. Canada will notify the Nisga'a Nation, in writing, of its position.

before formulation  
of Canada's  
positionsas soon as  
practicable after  
position formulated**Final Agreement Provisions:**

96. Canada will consult with the Nisga'a Nation in respect of the formulation of Canada's positions relating to international agreements that may significantly affect migratory birds or their habitat within the Nass Area.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 28