



Lusilyoo



Lhtsumusyoo



Grandtrung



Lohchiboo

Yekooche First Nation



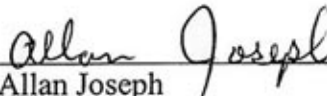
**Agreement in Principle
August 22, 2005**

By agreement of the Parties, the Agreement in Principle printed on September 9, 2005 includes a correction to the Agreement in Principle printed on August 17, 2005 and signed by the Parties on August 22, 2005. In paragraph 1 on page 41 "x" has been corrected to read "6,340" to reflect the sum of the area described in sub-paragraphs (a) and (b) of that paragraph.

IN WITNESS WHEREOF the Parties hereby execute this Agreement-in-Principle this

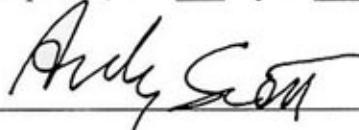
22 day of August, 2005, at Yekooche, British Columbia.

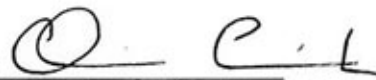
SIGNED on behalf of the **YEKOOCHÉ INDIAN BAND**, also known as the Yekooche First Nation, as represented by the Council of the Yekooche Indian Band:


Chief Allan Joseph


Witness: 
Councillor Curtis Joseph

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as represented by the Minister of Indian Affairs and Northern Development, this ___ day of _____, 2005.


The Honourable Andy Scott, Minister of Indian Affairs and Northern Development and Federal Interlocutor for Métis and Non-Status Indians

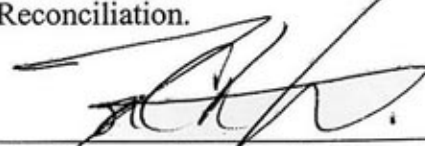
Witness: 
Christopher Cornish, Senior Policy Advisor
Office of the Honourable Andy Scott


COUNTERSIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as represented by the Parliamentary Secretary


The Honourable Sue Barnes, Parliamentary Secretary to the Minister of Indian Affairs and Northern Development and Federal Interlocutor for Métis and Non-Status Indians

Witness: 
Eric Denhoff, Chief Negotiator, Canada

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** as represented by the Minister of Aboriginal Relations and Reconciliation.


The Honourable Tom Christensen, Minister of Aboriginal Relations and Reconciliation

Witness: 
Lorne Brownsey, Deputy Minister,
British Columbia

YEKOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

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YEKOOCHE FIRST NATION
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YEKOOCHE FIRST NATION
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PREAMBLE

WHEREAS:

1. Yekooche First Nation People are aboriginal people of Canada who assert that their culture is tied to their traditional territories stated in their Statement of Intent submitted to the British Columbia Treaty Commission;
2. Canada and British Columbia have entered into and conducted these negotiations as recommended by the "Report of the British Columbia Task Force" without making admissions of aboriginal rights or the extent of traditional territories stated in the Statement of Intent submitted by Yekooche First Nation to the British Columbia Treaty Commission;
3. Yekooche First Nation asserts that it has an inherent right to self-government, and the Government of Canada will negotiate self-government based on its policy that the inherent right to self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982*;
4. The courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;
5. The Parties intend to negotiate a Final Agreement to provide a basis for this reconciliation and to provide a basis for a new relationship;
6. The negotiations of this Agreement have been conducted in an atmosphere of mutual respect and openness;
7. It is an important objective of Yekooche First Nation to preserve, protect, and enhance the economy, heritage, language and culture of Yekooche First Nation;
8. Section 35 of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, and the courts have stated that aboriginal rights include aboriginal title;
9. The Parties desire certainty in respect of Yekooche First Nation ownership and use of lands and resources, Yekooche First Nation authority to make laws and the relationship of Federal Law, Provincial Law, and Yekooche First Nation Law;
10. The Parties desire that the Final Agreement will achieve certainty by agreeing to the continuation of rights as expressed in the Final Agreement, rather than by the extinguishment of rights;

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11. The Parties have negotiated this Agreement under the British Columbia Treaty Process; and
12. This Agreement sets out the principles agreed by the Parties as the basis for negotiating a Final Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

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DEFINITIONS

In this Agreement:

“Aboriginal Land Right” means any aboriginal right, including aboriginal title, that relates to or affects lands, waters, wildlife, fish or other natural resources;

“Aboriginal Self-Government Land Right” means any aboriginal right to self-government that relates to or affects lands, waters, wildlife, fish or other natural resources;

“Agreement” means the Yekooche First Nation Agreement in Principle;

“Allocation” means in respect of a right to harvest Fish and Aquatic Plants, Wildlife or Migratory Birds:

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

under the Final Agreement;

“Ancient Human Remains” means human remains discovered within the Yekooche First Nation Area that are:

- i. not of forensic concern; and
- ii. are determined to be of aboriginal ancestry;

“Annual Fishing Plan” means a plan as described in paragraph 53 of the Fisheries chapter;

“Appendix” means an Appendix to this Agreement;

“Applicant” means:

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

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

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

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

- i. to ensure conservation of Fish, and Stream habitats and to continue navigability in accordance with Federal and Provincial Law and with the provisions of the Final Agreement; and
- ii. under Water Reservations and Water Licences that have a priority over the Water Reservation established under paragraph 7 of the Water chapter and Water Licenses applied for before a Water Reservation established under paragraph 5 of the Water chapter;

"Available Terminal Harvest" for an area in respect of a stock or species of Fish, means the number, established by the Minister, of the stock or species of Fish as being available for harvest in the Yekooche First Nation Fishing Area. In establishing an Available Terminal Harvest, the Minister may use both run size estimates and post season catch data.

"Band" means a band within the meaning of section 2 of the *Indian Act*;

"Canada Evidence Act" means the *Canada Evidence Act*, R.S.C. 1985, c. C-5;

"Canadian Environmental Assessment Act" means the *Canadian Environmental Assessment Act*, R.S. 1992, c. 37;

"Capital Transfer" means an amount paid by Canada or British Columbia to Yekooche First Nation under the Capital Transfer and Negotiation Loan Repayment chapter;

"Chief and Council" means the chief and council of the Yekooche Indian Band under the *Indian Act*;

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

- i. the protection from abuse, neglect and harm, or threat of abuse, neglect, or harm, and any need for intervention;
- ii. guardianship responsibilities for children in care;
- iii. the support of families and caregivers to provide a safe environment and prevent abuse, neglect, and harm, or threat of abuse, neglect, or harm and;
- iv. the support of kinship ties and child's attachment to the extended family.

"Conflict" means where compliance with one law or requirement would result in a breach of another law or requirement;

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

- i. notice of a matter to be decided, in sufficient detail to permit the party to prepare its view on the matter;
- ii. in consultation between the Parties, if requested by a Party, sufficient information in respect of the matter to permit the Party to prepare its views on the matter;
- iii. a reasonable period of time to permit the party to prepare its view on the matter;
- iv. an opportunity for the party to present its views on the matter; and
- v. a full and fair consideration of any views on the matter so presented by the party;

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

“Crown Corridors” means those lands set out in Appendix J;

“Cultural Property Export and Import Act” means the *Cultural Property Export and Import Act*, R.S.C. 1985, c. C-51;

“Designated Migratory Bird Population” means a population of a species of Migratory Birds that has been designated by the Minister in accordance with paragraph 32 of the Migratory Birds chapter;

“Designated Wildlife Species” means a species of Wildlife for which the Minister has determined that there should be a Total Allowable Wildlife Harvest in the Yekooche First Nation Area;

“Dimension Stone” means a rock or stone product that is cut or split on two or more sides, and includes, without limitation, tiles, facing stone, crushed rock that is reconstituted into building stone, headstones, monuments, statues, ornamental furnishings and other similar components, but does not include crushed, cut or split rock that is used for a construction purpose;

“Domestic Purposes” means food, social and ceremonial purposes;

“Ecological Reserve” means provincial Crown land that is set aside as an ecological reserve under Provincial Law located wholly or partially within the Yekooche First Nation Area, unless otherwise specified;

“Effective Date” means the date upon which the Final Agreement will take effect; “Eligibility Criteria” means the criteria listed in paragraph 1 of the Eligibility and Enrolment chapter;

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

- i. an artificial improvement to Fish habitat, or
- ii. the application of Fish culture technology;

“Enrolment Appeal Board” means the enrolment appeal board established under paragraph 20 of the Eligibility and Enrolment chapter;

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“Enrolment Committee” means the enrolment committee established under paragraph 11 of the Eligibility and Enrolment chapter;

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

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

- i. air, land, and water;
- ii. all layers of the atmosphere;
- iii. all organic and inorganic matter and living organisms; and
- iv. the interacting natural systems that include components referred to in paragraphs i to iii;

“Environmental Assessment” means an assessment of the environmental effects of a project;

“Environmental Assessment Act” means the *Environmental Assessment Act*, R.S.B.C. 1996, c. 119;

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

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

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

“Federal and Provincial Law” means Federal Law and Provincial Law;

“Federal Expropriating Authority” means a federal department or agency or any person who would otherwise have the authority to expropriate land under federal legislation;

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

“Federal or Provincial Law” means Federal Law or Provincial Law;

“Federal Project” means a project, as defined in the *Canadian Environmental Assessment Act*, that requires an Environmental Assessment under the *Canadian Environmental Assessment Act* ;

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

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“Fish” includes:

- i. shellfish and crustaceans;
- ii. the parts of fish, shellfish and crustaceans; and
- iii. the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish and crustaceans;

“Forest Activities” includes:

- i. Forest Resources harvesting;
- ii. Forest Road construction, modification, maintenance, use and deactivation;
- iii. silviculture activities;
- iv. grazing;
- v. hay cutting;
- vi. range development activities;
- vii. forest fire use, control and suppression; and
- viii. control of a Forest Health Problem;

“Forest Health Problem” means an insect or disease infestation adversely affecting a Forest Resource;

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

“Forest Road” means a road on provincial Crown land constructed for the purpose of conducting Forest Activities;

“Fossils” mean remains, traces or imprints of animals or plants that have been preserved in rocks, and includes bones, shells, casts and tracks;

“Gathering Plan” means a plan, prepared by Yekooche First Nation for approval by the Minister, which sets out when and where Yekooche First Nation Citizens will be harvesting plants, which plants will be harvested and quantities to be harvested;

“Geothermal Resources” means the natural heat of the Earth and all substances that derive thermal energy from it, including steam, water and water vapour heated by the natural heat of the earth and all substances dissolved in the steam, water and water vapour, but does not include:

- i. water that has a temperature less than 80 degrees Celsius at the point where it reaches the surface; or
- ii. hydrocarbons;

“Governance Agreement” means the agreement among Yekooche First Nation, Canada and British Columbia contemplated by the Governance chapter;

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“Groundwater” means water below the surface of the ground;

“Harvest Area” means the area as set out in Appendix C;

“Heritage Site” means a site of archaeological, historical or cultural significance and includes graves and burial sites;

“Implementation Committee” means the implementation committee established under paragraph 5 of the Implementation chapter;

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

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

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

“Indian Reserve” means a tract of land, the legal title to which is vested in Her Majesty, that has been set apart by Her Majesty for the use and benefit of a Band within the meaning of the Indian Act;

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

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

“Land Title Act” means the *Land Title Act*, R.S.B.C. 1996, c. 250;

“Migratory Birds” means birds as defined under Federal Law enacted further to international conventions that are binding on British Columbia and, for greater certainty, includes their eggs;

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

- i. rock and other materials from mine tailings, dumps, and previously mined deposits of minerals, and
- ii. Dimension Stone;

“Minister” means, in respect of any matter, the Minister or Ministers of Her Majesty the Queen in Right of Canada or in Right of British Columbia, as the case may be, having the responsibility, from time to time, for the exercise of powers in respect of the matter in question and includes a person appointed with authority to act on behalf of the relevant Minister in respect of the matter in question;

“Minor” means a person under the age of majority under Provincial Law;

“National Historic Site” means any place declared to be of national historic interest or significance by the Minister;

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“National Park” means federal Crown land that is named and described as a national park in the schedules to the *National Parks Act*;

“National Park Reserve” means federal Crown land that is named and described as a National Park Reserve in the schedules to the *Canada National Parks Act* and is within the Yekooche First Nation Area;

“Natural Gas” means all fluid hydrocarbons that are not defined as Petroleum and includes hydrogen sulphide, carbon dioxide, helium and coal bed methane;

“Non-Timber Forest Resources” means all Forest Resources other than Timber Forest Resources;

“Offence Act” means the *Offence Act*, R.S.B.C. 1996, c. 338;

“Official Languages Act” means the *Official Languages Act*, R.S. 1985, c. 31 (4th Supp.);

“Parties” means Yekooche First Nation, Canada and British Columbia, and “Party” means any one of these;

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

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

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

“Protected Area” includes any land that is set aside or designated for any representative natural resource, recreation, conservation, historic or similar values under the authority of provincial or Federal Law, but does not include a Provincial Park, Ecological Reserve or National Historic Site;

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

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

“Provincial Project” means a project as defined under the *British Columbia Environmental Assessment Act*, that requires an environmental assessment under the *British Columbia Environmental Assessment Act*;

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“Provincial Road” means a road existing on the Effective Date located on a Crown Corridor under the administration and control of British Columbia as set out in Appendix J;

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

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

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

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

“Ratification Committee” means the committee established under paragraph 3 of the Ratification chapter;

“Ratification Vote Date” means the date Yekooche First Nation votes on the ratification of the Final Agreement;

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

“Stewardship Activities” means activities conducted for the assessment, monitoring, protection and management of Fish and Fish habitat;

“Stream” means a natural watercourse or source of water supply, whether usually containing water or not, ground water and a lake, river, creek, spring, ravine, swamp and gulch;

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

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“Subsurface Resources” include the following:

- i. earth, including diatomaceous earth, soil, peat, marl, sand and gravel;
- ii. slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash, rock, riprap and stone products;
- iii. Minerals, including Placer Minerals;
- iv. coal, Petroleum and Natural Gas;
- v. Fossils; and
- vi. Geothermal Resources;

“Taxation Treatment Agreement” means the agreement under paragraph 13 of the Taxation chapter;

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

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

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

“Total Allowable Wildlife Harvest” means the maximum number of a Designated Wildlife Species that may be harvested by all harvesters in the Harvest Area each year;

“Trade and Barter” does not include sale;

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

“Water Reservation” means the water reserve identified in paragraph 7 of the Water chapter;

“Wildlife” means:

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

but does not include Fish or Migratory Birds;

“Wildlife Management Plan” means a wildlife management plan developed in accordance with the Wildlife chapter;

“Yekooche First Nation” means the collectivity of Yekooche First Nation People;

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“Yekooche First Nation Area” means the Yekooche First Nation Statement of Intent area as described in Appendix A;

“Yekooche First Nation Artifact” means any object created by, traded to, commissioned by, or given as a gift to a Yekooche First Nation Citizen or Yekooche First Nation, or that originated from Yekooche First Nation or a Yekooche First Nation Heritage Site and that has past and ongoing importance to Yekooche First Nation culture or spiritual practices, but does not include a contemporary artifact, an artifact traded to, commissioned by or given as a gift to another aboriginal group or person, or an Associated Burial Object;

“Yekooche First Nation Capital” means all land, cash and other assets transferred to, or recognized as owned by, Yekooche First Nation under the Final Agreement;

“Yekooche First Nation Citizen” means an individual who is enrolled under the Final Agreement in accordance with the Eligibility and Enrolment chapter;

“Yekooche First Nation Constitution” means the constitution of Yekooche First Nation adopted in accordance with the Governance chapter;

“Yekooche First Nation Fishing Area” means the area set out in Appendix D;

“Yekooche First Nation Government” means the government of Yekooche First Nation as set out in the Governance chapter and the Yekooche First Nation Constitution;

“Yekooche First Nation Harvest Document” means a licence, permit or document, or amendment thereto, issued by the Minister under a Federal or Provincial Law in respect of the Yekooche First Nation Right to Harvest Fish;

“Yekooche First Nation Lands” means those lands identified as Yekooche First Nation Lands under paragraph 1 of the Lands chapter;

“Yekooche First Nation Law” means

- i. a law made under a law-making authority set out in the Final Agreement or any other agreement that provides Yekooche First Nation with authority to make laws; and,
- ii. the Yekooche First Nation Constitution,

but does not include Yekooche First Nation custom or traditional laws;

“Yekooche First Nation People” means those individuals who are eligible to be enrolled under the Final Agreement in accordance with the Eligibility and Enrolment chapter;

“Yekooche First Nation Private Lands” means Yekooche First Nation Lands that are designated as Yekooche First Nation private lands by Yekooche First Nation;

“Yekooche First Nation Public Institution” means a Yekooche First Nation Government body, board, commission, or tribunal established under Yekooche First Nation Law;

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“Yekooche First Nation Right to Harvest Fish” means the right to harvest Fish and Aquatic Plants in accordance with the Final Agreement;

“Yekooche First Nation Right to Harvest Migratory Birds” means the right of Yekooche First Nation to harvest Migratory Birds in accordance with the Final Agreement;

“Yekooche First Nation Right to Harvest Wildlife” means the right of Yekooche First Nation to harvest Wildlife in accordance with the Final Agreement;

“Yekooche First Nation Road” means a road, including the road allowance, that forms part of Yekooche First Nation Lands other than roads referred to in paragraph 38 of the Access, Roads and Corridors chapter; and

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

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GENERAL PROVISIONS

NATURE OF AGREEMENT IN PRINCIPLE

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

NATURE OF THE FINAL AGREEMENT

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

ASSURANCES

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

10. The Final Agreement will not alter the Constitution of Canada, including:
 - a. the distribution of powers between Canada and British Columbia;
 - b. the identity of Yekooche First Nation as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
 - c. sections 25 and 35 of the *Constitution Act, 1982*.
11. *The Canadian Charter of Rights and Freedoms* will apply to Yekooche First Nation Government in respect of all matters within its authority.

CHARACTER OF YEKOOCHE FIRST NATION LANDS

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

APPLICATION OF FEDERAL AND PROVINCIAL LAW

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

18. Notwithstanding any other rule of priority in the Final Agreement, Federal and Provincial Law will prevail over Yekooche First Nation Law to the extent of any Conflict involving a provision of a Yekooche First Nation Law that:
 - a. has a double aspect on, or an incidental impact on, any area of federal or provincial legislative jurisdiction for which Yekooche First Nation does not have any law-making authority set out in the Final Agreement; or
 - b. has a double aspect on, or an incidental impact on, any other Yekooche First Nation law-making authority set out in the Final Agreement for which Federal and Provincial Law prevail.
19. Federal Law in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of overriding national importance will prevail in the event of any Conflict with Yekooche First Nation Law made under the law-making authorities set out in the Final Agreement to the extent of any Conflict.
20. Canada will recommend to Parliament that federal settlement legislation include a provision that, to the extent that a law of British Columbia does not apply of its own force to Yekooche First Nation, Yekooche First Nation Government, Yekooche First Nation Public Institutions, Yekooche First Nation Citizens and Yekooche First Nation Lands, that law of British Columbia will, subject to the federal settlement legislation and any other Act of Parliament, apply in accordance with the Final Agreement to Yekooche First Nation, Yekooche First Nation Government, Yekooche First Nation Public Institutions, Yekooche First Nation Citizens, and Yekooche First Nation Lands, as the case may be.
21. Yekooche First Nation Law will not apply to Canada or British Columbia except as provided for in the Final Agreement.
22. Yekooche First Nation authority to make laws will not include criminal law, criminal procedure, official languages of Canada or Intellectual Property.
23. Any Yekooche First Nation Law that is inconsistent or in Conflict with the Final Agreement will be of no force or effect to the extent of the inconsistency or Conflict.

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24. The Final Agreement will provide for:
- a. the application and operation of Federal and Provincial Law in respect of human rights; and
 - b. consistency of Yekooche First Nation Law and actions with Canada's international obligations.

APPLICATION OF THE *INDIAN ACT*

25. The *Indian Act* will not apply to Yekooche First Nation, Yekooche First Nation Government, and Yekooche First Nation Citizens, except as set out in the *Indian Act* Transition and Taxation chapters.

OTHER RIGHTS, BENEFITS AND PROGRAMS

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

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JUDICIAL DETERMINATIONS IN RESPECT OF VALIDITY

29. If a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines any provision of the Final Agreement to be invalid or unenforceable:
- a. the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision; and
 - b. the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.
30. No Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.
31. A breach of the Final Agreement by a Party will not relieve any Party from its obligations under the Final Agreement.

SPECIFIC CLAIMS

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

CERTAINTY

33. The Final Agreement will comprehensively set out Yekooche First Nation's section 35 land rights, section 35 self-government land rights relating to matters set out in the Final Agreement, and other section 35 rights relating to matters set out in the Final Agreement.
34. The Final Agreement will modify any:
- a. Aboriginal Land Right;
 - b. Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement; and
 - c. any other aboriginal right relating to a matter set out in the Final Agreement, that Yekooche First Nation may have, into the rights set out in the Final Agreement.

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35. For greater certainty, the Final Agreement will provide that the rights and authorities set out in the Governance Agreement are not rights modified in the Final Agreement.
36. The Final Agreement will be the full and final settlement of any:
- a. Aboriginal Land Right;
 - b. Aboriginal Self-Government Land Right relating to a matter set out in the Final Agreement;
 - c. other aboriginal right relating to a matter set out in the Final Agreement; and
 - d. right added to the Final Agreement as part of the orderly process described in paragraph 41,
- that Yekooche First Nation may have.
37. There is an outstanding issue among the Parties as to full and final settlement of Aboriginal Self-Government Land Rights not relating to a matter set out in the Final Agreement, that the Parties will resolve in the Final Agreement.
38. Yekooche First Nation will release Canada and British Columbia from all claims in relation to past infringements of any aboriginal rights, including aboriginal title, of Yekooche First Nation, which infringement occurred before the Effective Date.
39. Yekooche First Nation will indemnify Canada and British Columbia regarding liability for any claims relating to any aboriginal rights, including aboriginal title, of Yekooche First Nation, including any rights other than or different from the rights in the Final Agreement and any past infringements of aboriginal rights of Yekooche First Nation. Any indemnities will exclude fees and disbursements of lawyers and other professional advisors.
40. The Governance Agreement will set out the agreement of Yekooche First Nation not to assert or exercise any rights other than as set out in the Governance Agreement, for as long as the agreement is in force. This is not intended to affect the exercise of rights under the Final Agreement.
41. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on a process concerning rights that Yekooche First Nation wishes to exercise that are not rights addressed in the Governance Agreement or modified into a right set out in the Final Agreement.
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42. Before the Final Agreement, the Parties will work together to identify an acceptable back-up legal technique in support of the modification technique to achieve the certainty which the Parties seek.

OTHER ABORIGINAL GROUPS

43. The Final Agreement will not affect, recognize or provide any aboriginal or treaty rights for any aboriginal group other than Yekooche First Nation.
44. If a court determines that a provision of the Final Agreement adversely affects aboriginal or treaty rights of another aboriginal group, that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace the provision.
45. The Final Agreement will set out provisions for negotiating appropriate remedies where Yekooche First Nation treaty rights are adversely affected by a future treaty with another aboriginal group.

AMENDMENT PROVISIONS

46. Any Party may propose an amendment to the Final Agreement.
47. If a Party proposes an amendment under paragraph 46, the Parties agree that, before they proceed with amending the Final Agreement, they will attempt to find other means of satisfying the interests of the Party proposing the amendment.
48. If all Parties agree to amend the Final Agreement, the Parties will proceed diligently to agree on the wording of such an amendment.
49. Except for any provision of the Final Agreement that provides that an amendment requires the consent of only Yekooche First Nation and either Canada or British Columbia, all amendments to the Final Agreement require the consent of all three Parties.
50. Canada will give consent to an amendment to the Final Agreement by order of the Governor in Council.
51. British Columbia will give consent to an amendment to the Final Agreement by resolution of the Legislative Assembly of British Columbia.
52. Yekooche First Nation will give consent to an amendment to the Final Agreement by a resolution adopted by at least two-thirds of the elected members of Yekooche First Nation Government.
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53. If federal or provincial legislation is required to give effect to an amendment to the Final Agreement, Canada or British Columbia, as the case may be, will recommend to Parliament or the Legislature that the required legislation be enacted.
54. An amendment to the Final Agreement takes effect on a date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives its consent.
55. The Parties agree to take the necessary steps to implement amended provisions of the Final Agreement as soon as possible after the amendment has been ratified by the Parties.
56. The Final Agreement will provide that all amendments will be made public in a manner to be prescribed in the Final Agreement.
57. The Final Agreement may specify some type of amendments to which the consent provisions set out in paragraphs 50 to 52 will not apply.
58. Notwithstanding paragraphs 49 to 54, if:
 - a. the Final Agreement provides:
 - i. that Yekooche First Nation and Canada or British Columbia will negotiate and attempt to reach agreement in respect of a matter that will result in an amendment to the Final Agreement, including a change to an Appendix; and
 - ii. that if agreement is not reached, the matter will be finally determined by arbitration under the Dispute Resolution chapter; and
 - b. those Parties have negotiated an agreement or the matter is determined by arbitration,

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

OBLIGATIONS TO NEGOTIATE

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

INTERPRETATION

62. Except as set out in the Final Agreement, in the event of an inconsistency or conflict between a provision of the General Provisions chapter of Final Agreement and any other provision of the Final Agreement, the provision of the General Provisions chapter of the Final Agreement will prevail to the extent of the inconsistency or conflict.
 63. There will be no presumption that doubtful expressions, terms or provisions in the Final Agreement are to be resolved in favour of any particular party.
 64. In this Agreement in Principle, a reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of it.
 65. In the Final Agreement:
 - a. the use of the word “will” denotes an obligation that, unless the Final Agreement provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
 - b. unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
 - c. unless it is otherwise clear from the context, a reference in the Final Agreement to a “chapter”, “paragraph”, “Schedule” or “Appendix” means a chapter, paragraph, schedule or appendix, respectively, of the Final Agreement;
 - d. headings and subheadings are for convenience only, do not form a part of the Final Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of the Final Agreement;
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- e. a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;
- f. unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;
- g. a reference to “Canada’s international obligations” will include those which are in effect on, or after, the Effective Date;
- h. a reference to "harvest" includes an attempt to harvest; and
- i. a reference to “fishing” means fishing for, catching or attempting to catch Fish by any method.

OFFICIAL LANGUAGES

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

CONSULTATION

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

FREEDOM OF INFORMATION AND PRIVACY

- 68. The Final Agreement will provide that for the purposes of federal and provincial access to information and privacy legislation, information that Yekooche First Nation provides to Canada or British Columbia in confidence is deemed to be information received or obtained in confidence from another government.
- 69. Other than for information obtained under a Federal or Provincial Law in respect of taxation, the Final Agreement will provide that if Yekooche First Nation requests disclosure of information from Canada or British Columbia, the request will be evaluated as if it were a request by a province for disclosure of that information, but Canada and British Columbia are not required to disclose to Yekooche First Nation information that is only available to a particular province or particular provinces.

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70. The Final Agreement will provide that the Parties may enter into agreements in respect of any one or more of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information.
71. The Final Agreement will provide that Canada or British Columbia may provide information to Yekooche First Nation in confidence if the Yekooche First Nation Government has made a law or has entered into any agreement with Canada or British Columbia, as the case may be, under which the confidentiality of the information will be protected.
72. Notwithstanding any other provision of the Final Agreement:
- a. Canada and British Columbia are not required to disclose any information that they are required or authorized to withhold under any Federal or Provincial Law, including under sections 37 to 39 of the *Canada Evidence Act*;
 - b. if federal or provincial legislation allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada and British Columbia are not required to disclose that information unless those conditions are satisfied; and
 - c. the Parties are not required to disclose any information that may otherwise be withheld under a rule of privilege at law.

NO IMPLIED WAIVER

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

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YEKOOCHE FIRST NATION ROLE OFF YEKOOCHE FIRST NATION LANDS

GATHERING PLANTS

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

PROVINCIAL PUBLIC PLANNING PROCESSES

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

LOCAL AND REGIONAL GOVERNMENT LAND USE PLANNING PROCESSES

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

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ELIGIBILITY AND ENROLMENT

ELIGIBILITY CRITERIA

1. An individual will be eligible for enrolment under the Final Agreement if that individual:
 - a. is of Yekooche First Nation ancestry;
 - b. is listed or entitled to be listed, as a band member on the Yekooche Indian Band list as of the day before the Effective Date;
 - c. was adopted as a child under law recognized in Canada or by Yekooche First Nation custom by an individual eligible for enrolment;
 - d. has been accepted into the community before the second anniversary of the Effective Date under Yekooche First Nation custom based on significant attachment to the community; or
 - e. is a descendant of an individual eligible for enrolment under paragraphs 1.a to 1.d.
2. Before the Final Agreement, the Parties will agree on definitive eligibility criteria.
3. Enrolment under the Final Agreement will not:
 - a. confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or
 - b. except as set out in the Final Agreement, or in any Federal or Provincial Law, impose any obligations on Canada or British Columbia to provide rights or benefits.

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APPLICATIONS FOR ENROLMENT

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

OTHER LAND CLAIMS AGREEMENTS

6. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual who is enrolled under another land claims agreement in Canada will not at the same time be enrolled under the Final Agreement.
7. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement in Canada may apply to be enrolled if the Applicant notifies the Enrolment Committee, upon application, that the Applicant is a member of a band that is a signatory to a treaty or is enrolled under another land claims agreement.
8. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement who meets the Eligibility Criteria, will be notified in writing by the Enrolment Committee that the Applicant has been conditionally enrolled.
9. Within 60 days of notification, an Applicant who has been conditionally enrolled under paragraph 8, will provide written evidence to the Enrolment Committee to demonstrate that the Applicant has withdrawn from the other land claims agreement, or membership in a Band if applicable, or the Enrolment Committee will remove the Applicant's name from the Enrolment Register.

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10. Enrolment will be effective when the Applicant ceases to be entitled to the other treaty benefits as a member of the Band entitled to treaty benefits or to be enrolled under the other land claims agreement.

ENROLMENT COMMITTEE

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

ENROLMENT APPEAL BOARD

19. Yekooche First Nation and Canada will each appoint one member to the Enrolment Appeal Board and will jointly select a chairperson.
20. Yekooche First Nation and Canada will establish the Enrolment Appeal Board at a date agreed upon by the Parties.
21. A member of the Enrolment Committee cannot also be a member of the Enrolment Appeal Board.
22. An Applicant, an agent on behalf of the Applicant, or a Party may appeal by written notice to the Enrolment Appeal Board:
 - a. any decision of the Enrolment Committee made under paragraphs 13.c or 15; and
 - b. any application that is deemed to be refused under paragraph 16.

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23. The Enrolment Appeal Board will:
 - a. establish its own procedures and time limits;
 - b. hear and determine any appeal brought under paragraph 22;
 - c. conduct its hearings in public unless it determines in a particular case that there are reasons for confidentiality that outweigh the public interest in having an open hearing; and
 - d. provide written reasons for its decisions to the Applicant, or agents on behalf of the Applicant, the Enrolment Committee, and the Parties.
 24. The Final Agreement will provide that on the Effective Date, the Enrolment Appeal Board may:
 - a. by summons require any person to appear before the Enrolment Appeal Board as a witness and produce any relevant document in their possession; and
 - b. direct any witness to answer on oath or solemn affirmation any relevant question posed to the witness.
 25. The Final Agreement will provide that on the Effective Date, if a person fails to comply with a summons or direction of the Enrolment Appeal Board made under paragraph 24, on application by the Enrolment Appeal Board, a judge of the Supreme Court of British Columbia may enforce the direction.
 26. Any Applicant, Party or witness appearing before the Enrolment Appeal Board may be represented by counsel or an agent.
 27. No action lies or may be commenced against the Enrolment Appeal Board, or any member of the Enrolment Appeal Board, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this chapter.
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28. Subject to paragraphs 33 to 35, all decisions of the Enrolment Appeal Board will be final and binding.

ENROLMENT AFTER THE INITIAL ENROLMENT PERIOD

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

JUDICIAL REVIEW

32. An Applicant or a Party may apply to the Supreme Court of British Columbia for judicial review of a decision of the Enrolment Appeal Board, or any body established under paragraph 30.a on the grounds that the Enrolment Appeal Board or body:
- a. acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;
 - b. failed to observe procedural fairness;
 - c. erred in law; or
 - d. based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.

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33. On an application for judicial review under paragraph 32, the Supreme Court of British Columbia may either dismiss the application, or set aside the decision and refer the matter back to the Enrolment Appeal Board, or any body established under paragraph 30.a for determination in accordance with such directions as the court considers appropriate.
34. If the Enrolment Appeal Board, or any body established under paragraph 30.a refuses or fails to hear or decide an appeal within a reasonable time, an Applicant or a Party may apply to the Supreme Court of British Columbia for an order directing the Board or body to hear or decide the appeal in accordance with such directions as the court considers appropriate.
35. An application for judicial review under paragraph 32 must be brought within 60 days of notification of the decision of the Enrolment Appeal Board or a longer time that may be determined by the court.

COSTS

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

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RATIFICATION

GENERAL

1. The Final Agreement will be legally binding once ratified by all of the Parties in accordance with the Ratification chapter of the Final Agreement.
2. The Final Agreement will be submitted to the Parties for ratification as set out in the Final Agreement after it has been initialed by chief negotiators for Canada, British Columbia and Yekooche First Nation.

RATIFICATION BY YEKOOCHE FIRST NATION

3. The Parties will establish a Ratification Committee, with representation of each of the Parties, to be responsible for the Yekooche First Nation ratification process, including preparing a list of eligible voters, as set out in the Final Agreement.
 4. An eligible voter will be a person who:
 - a. is enrolled under the Eligibility and Enrolment chapter;
 - b. is at least 18 years of age on the day of voting;
 - c. is not a member of an aboriginal group that is a signatory to a treaty or is not enrolled in any other land claims agreement; and
 - d. meets any other criteria set out in the Final Agreement.
 5. Ratification of the Final Agreement by Yekooche First Nation requires:
 - a. that eligible voters have a reasonable opportunity to review the Final Agreement;
 - b. a vote, by way of a secret ballot;
 - c. that at least fifty percent plus one of eligible voters vote in favour of the Final Agreement;
 - d. ratification of the Yekooche First Nation Constitution through the process set out in the Final Agreement; and
 - e. the Final Agreement be signed by the authorized representative of Yekooche First Nation.
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6. Conduct of the ratification process, for Yekooche First Nation, by the Ratification Committee requires the following steps:
- a. preparing and publishing a preliminary list of voters for Yekooche First Nation at least 45 days before the first day of general voting based on the information provided by the Enrolment Committee;
 - b. ensuring that Yekooche First Nation has provided its eligible voters a reasonable opportunity to review the Final Agreement;
 - c. preparing and publishing an official voters list for Yekooche First Nation at least 21 days before the first day of general voting in Yekooche First Nation's ratification vote by adding to that list the name of each individual whose name is provided to it by the Enrolment Committee and whom the Ratification Committee determines is eligible under paragraph 4 to vote in the Yekooche First Nation's ratification vote;
 - d. updating the official voters list for Yekooche First Nation by:
 - i. at any time before the end of general voting, adding to the official voters list of Yekooche First Nation the name of each individual whom the Ratification Committee determines to be eligible to vote in Yekooche First Nation's ratification vote in accordance with paragraph 4;
 - ii. adding to the official voters list of Yekooche First Nation the name of each individual who votes in the ratification vote of Yekooche First Nation in accordance with paragraph 7 and whose vote counts in accordance with paragraph 8;
 - iii. removing from the official voters list of Yekooche First Nation the name of each individual who died on or before the last day of voting without having voted in the ratification vote;
 - iv. removing from the official voters list of Yekooche First Nation the name of each individual who did not vote in the ratification vote of Yekooche First Nation and who provides, within 7 days of the last scheduled day of voting in the ratification vote, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for general voting; and
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- v. removing from the official voters list of Yekooche First Nation the name of each individual who has applied, or on whose behalf application has been made, by the close of polls on the last scheduled day of voting in the ratification vote of Yekooche First Nation, to have his or her name removed for the Enrolment Register of Yekooche First Nation by the Enrolment Committee under paragraph 13.i of the Eligibility and Enrolment chapter, provided the individual has not already voted;
 - e. approving the form and content of the ballot to be used at Yekooche First Nation's ratification vote;
 - f. authorizing and providing general direction to voting officers to be employed in the conduct of Yekooche First Nation's ratification vote, including the establishment of polling stations and rules that may include advance polling;
 - g. conducting each vote on a day or days determined by Yekooche First Nation in all polling stations established by the Ratification Committee;
 - h. ensuring that the date or dates of the vote and location of the polling stations be made publicly available; and
 - i. counting each vote.
7. An individual whose name is not included on the official voters lists may vote in the Yekooche First Nation ratification vote if that individual:
- a. provides the voting officer with:
 - i. a completed enrolment application form; or
 - ii. evidence satisfactory to the voting officer that the individual has submitted an enrolment application form to the Enrolment Committee; and
 - b. provides the voting officer with evidence satisfactory to the voting officer that the individual meets the requirement in paragraph 4.b; and
 - c. declares in writing that the individual is not a member of an aboriginal group that is a signatory to a treaty and is not enrolled in any other land claims agreement in Canada.
8. The ballot of an individual who votes under paragraph 7 counts in determining the outcome of the ratification vote of Yekooche First Nation only if the Ratification committee determines that the individual is enrolled in Yekooche First Nation by the Enrolment Committee and meets the criteria set out in paragraph 4.b, 4.c, and 4.d.
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RATIFICATION BY CANADA

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

RATIFICATION BY BRITISH COLUMBIA

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

RATIFICATION OF THE YEKOOOCHE CONSTITUTION

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

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APPROVAL OF THIS AGREEMENT-IN-PRINCIPLE

1. This Agreement will be submitted to the Parties for approval after it has been initialed by the chief negotiators for the Parties.
2. Yekooche First Nation will have approved this Agreement when it is signed by the Chief and Council of the Yekooche Indian Band after a community approval process that includes a general assembly and a community vote by on-reserve and off-reserve Yekooche Indian Band members.
3. Canada will have approved this Agreement when it is signed by a Minister authorized to do so by the federal Cabinet.
4. British Columbia will have approved this Agreement when it is signed by a Minister authorized to do so by the provincial Cabinet.
5. This Agreement is not legally binding.

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LANDS

GENERAL

1. On the Effective Date, Yekooche First Nation Lands will consist of the lands set out in Appendix B and will comprise approximately 6,340 hectares including:
 - a. Approximately 379.8 hectares of existing Yekooche First Nation Indian Reserve lands identified in Appendix B-1 and including, subject to paragraph 22, Submerged Lands identified in Appendix B-3; and
 - b. approximately 5,960 hectares of Crown land identified in Appendix B-2,

but not including Provincial Roads, Crown Corridors and those existing lands held in fee simple as described in Appendix J, and all other Submerged Lands.
 2. Before the Final Agreement, the Parties will update Appendix B to reflect any additions, deletions or amendments to the land parcels that may result from further land statusing or boundary delineation work undertaken by any of the Parties.
 3. On the Effective Date, subject to paragraphs 1 and 8 Yekooche First Nation will own Yekooche First Nation Lands in fee simple, and Yekooche First Nation fee simple ownership of Yekooche First Nation Lands will not be subject to any condition, proviso, restriction, exception, or reservation set out in the *Land Act*, or any comparable limitation under Federal or Provincial Law.
 4. In accordance with the Final Agreement, the Yekooche First Nation Constitution and any other Yekooche First Nation Law, Yekooche First Nation may transfer interests in Yekooche First Nation Lands without the consent of Canada or British Columbia.
 5. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law doctrine of prescription and the doctrine of the lost modern grant, are abolished in respect of Yekooche First Nation Lands.
 6. The Final Agreement will contain provisions concerning the status of Yekooche First Nation Lands which are sold.
 7. The boundaries of Yekooche First Nation Lands will be surveyed at no cost to Yekooche First Nation. Canada and British Columbia will, as agreed between them, pay the cost of surveys of the boundaries of Yekooche First Nation Lands.
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EXISTING INTERESTS

8. Interests on Yekooche First Nation Lands existing immediately before the Effective Date, including the interests of holders of certificates of possession on Yekooche Indian Reserves, will continue on the terms and conditions under which those interests were held before the Effective Date, subject to modification only by agreement between the holder of the interest and Yekooche First Nation.
9. Interests referred to in paragraph 8 in respect of provincial Crown lands are identified in Appendix G, which the Parties will update before the Final Agreement to reflect any additions, deletions or amendments. Interests referred to in paragraph 8 in respect of Yekooche Indian Reserves will be set out in Appendix H to the Final Agreement.
10. If, at any time, any parcel of Yekooche First Nation Lands, or any estate or interest in a parcel of Yekooche First Nation Lands, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to Yekooche First Nation.

LAND TITLE

11. The Final Agreement will include provisions to allow for Yekooche First Nation Lands and parcels thereof to be registered in the provincial Land Title Office.
 12. If Yekooche First Nation applies for the registration of an indefeasible title to a parcel of Yekooche First Nation Lands for which no indefeasible title has been registered after the Effective Date, and the proposed registered owner in fee simple is Yekooche First Nation or a Yekooche First Nation Corporation, no land title fees are payable in respect of the application by which the proposed owner becomes the registered owner.
 13. Before the Final Agreement, the Parties will deal with issues related to the registration of interests on Yekooche First Nation Lands, including:
 - a. registration of legal interests existing immediately before the Final Agreement and recognized under the *Land Title Act*;
 - b. registration of interests existing immediately before the Final Agreement and recognized under the *Indian Act*;
 - c. registration of interests under other land registry systems, if applicable; and
 - d. ensuring that, should Yekooche First Nation want to use a registry system other than that used by the provincial Land Title Office, that registry system will provide substantially equivalent clarity, protection and security to interest holders to that provided by the provincial Land Title Office.
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AUTHORITY TO MAKE LAWS

14. The Final Agreement will provide that Yekooche First Nation Government may make laws in respect of the administration and management of Yekooche First Nation Lands, including:
 - a. planning and land use management;
 - b. approval of proposed developments on Yekooche First Nation Lands;
 - c. creation of legal interests that are recognized under the *Land Titles Act* in Yekooche First Nation Lands;
 - d. disposition of legal interests that are recognized under the *Land Titles Act* in Yekooche First Nation Lands; and
 - e. the provision of local services related to land management.
15. Yekooche First Nation may establish administrative procedures for evaluating the proposed developments referred to in paragraph 14.b.
16. Subject to paragraph 17, in the event of a Conflict between a Yekooche First Nation Law made under paragraph 14 and a Federal or Provincial Law in respect of land use management and planning, Yekooche First Nation Law will prevail to the extent of the Conflict.
17. In the event of a Conflict between a Yekooche First Nation Law under paragraph 14.b and a Federal or Provincial Law in relation to Environmental Assessment, paragraph 18 of the General Provisions chapter will apply.
18. Despite any approval of a proposed development made by Yekooche First Nation under paragraph 14.b, no Federal Project or Provincial Project on Yekooche First Nation Lands will proceed unless any Federal or Provincial Law in respect of Environmental Assessment has been complied with.

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PLANNING AND LAND USE MANAGEMENT

19. When Yekooche First Nation Government makes a planning and land use management law it will be on the basis of principles in respect of consultation and transparency similar to those of municipalities undertaking similar laws.
20. Before making a planning and land use management law, Yekooche First Nation Government will consult with residents of Yekooche First Nation Lands who are not Yekooche First Nation Citizens.
21. Yekooche First Nation may enter into agreements with local and regional governments to coordinate planning processes to encourage harmonization of standards on and off Yekooche First Nation Lands.

SUBMERGED LANDS

22. Before the Final Agreement the Parties will negotiate and attempt to reach agreement on provisions with respect to the ownership of and jurisdiction over the Submerged Lands identified in Appendix B-3.

ADDITIONS TO YEKOOCHE FIRST NATION LANDS

23. At any time after the Effective Date, with the agreement of Canada and British Columbia, Yekooche First Nation may add to Yekooche First Nation Lands, land that is:
 - a. within an area to be determined by the Parties before the Effective Date;
 - b. outside of municipal boundaries unless the municipality consents;
 - c. owned in fee simple by Yekooche First Nation; and
 - d. free from overlap with another First Nation unless that First Nation consents.
 24. When making a decision under paragraph 23, the Parties will take into account, among other factors, whether the land is contiguous to existing Yekooche First Nation Lands
 25. Nothing in paragraph 23 obligates Canada or British Columbia to pay any costs associated with the purchase, transfer or related costs concerning the addition of lands to Yekooche First Nation Lands.
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26. Yekooche will not own Subsurface and Mineral Resources on lands that are added to Yekooche Lands unless the fee simple title includes Subsurface and Mineral Resource ownership or British Columbia agrees.
27. Any interests will remain on lands that are added to Yekooche First Nation Lands unless Yekooche First Nation grants or issues replacement interests to the party holding those interests and the party agrees.

SUBSURFACE RESOURCES

28. On the Effective Date, Yekooche First Nation will own Subsurface and Mineral Resources on Yekooche First Nation Lands subject to the continuation of interests existing on the Effective Date as set out in Appendix G.
29. Subject to paragraphs 8, 33, and 34, Yekooche First Nation, as owners of Subsurface and Mineral Resources, may set any fees, rents, or other charges before the development and extraction of Subsurface and Mineral Resources, except Natural Gas, Petroleum or Geothermal Resources development and extraction, owned by Yekooche First Nation on Yekooche First Nation Lands.
30. Yekooche First Nation will not have the authority to set fees, rents and other charges in respect of those mineral tenures set out in Appendix G.
31. Yekooche First Nation will receive fees, rents, royalties and other charges accruing from the exploration, development and production of Subsurface and Mineral Resources on or beneath the surface of Yekooche First Nation Lands and, for greater certainty, the fees, rents royalties and other charges accruing from Subsurface and Mineral Resource Tenures.
32. Yekooche First Nation and British Columbia may enter into agreements for the management and administration of Subsurface and Mineral Resources owned by Yekooche First Nation on Yekooche First Nation Lands.

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33. Nothing in the Final Agreement confers on the Yekooche First Nation Government the authority to make laws in respect of:
- a. the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information; and
 - b. occupational health and safety and labour standards in respect of the exploration, development and production of nuclear energy and atomic energy,
- and, for greater certainty, Federal and Provincial Law in respect of the matters described in subparagraph 33.a and 33.b will apply on and beneath Yekooche First Nation Lands.
34. For greater certainty, nothing in the Final Agreement will limit or restrict the operation of Federal and Provincial Law with respect to Subsurface Resources on or beneath Yekooche First Nation Lands.
35. Subsurface Resource Tenures will continue in accordance with Provincial Law and the terms and conditions of those Tenures will be administered by British Columbia.
36. Yekooche First Nation will allow access to each existing holder of a Subsurface and Mineral Resource Tenure for the purposes of exploration, development and production of the Subsurface Resources and site reclamation, in accordance with the terms and conditions of that Tenure and the Access, Roads and Corridors chapter of the Final Agreement.
37. Paragraph 31 will not limit British Columbia from collecting fees or other charges for administration of Provincial Laws for the development and extraction of Subsurface Resources from Yekooche First Nation Lands.

PROVINCIAL EXPROPRIATION OF YEKOOCHE FIRST NATION LANDS

38. British Columbia acknowledges as a general principle that where it is reasonable to use other means, expropriation of Yekooche First Nation Lands under Provincial Law will be avoided.
39. Subject to paragraphs 40 and 41, any expropriation of Yekooche First Nation Lands will be carried out in accordance with applicable provincial legislation and processes.
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40. Any expropriation of Yekooche First Nation Lands under Provincial Law will be:
 - a. of the smallest estate or interest necessary, and for the shortest time required; and
 - b. with the consent of the Lieutenant Governor in Council.
41. If there is an expropriation of Yekooche First Nation Lands by or for the use of a provincial ministry under Provincial Law, British Columbia and Yekooche First Nation will negotiate and attempt to reach agreement on Crown land as compensation. If there is no agreement, British Columbia will provide Yekooche First Nation with other compensation.
42. Land provided by British Columbia to Yekooche First Nation as compensation for an expropriation will, at the option of Yekooche First Nation at the time of the negotiation of the compensation, become Yekooche First Nation Lands provided that the land meets the criteria for additions to Yekooche First Nation Lands under paragraph 23.
43. The Final Agreement will include provisions concerning the status of land that Yekooche First Nation purchases with cash received as compensation for an expropriation under Provincial Law.
44. Before the Final Agreement, British Columbia and Yekooche First Nation may negotiate and attempt to reach agreement on the maximum amount of Yekooche First Nation Lands that British Columbia may expropriate.
45. The Final Agreement will set out provisions under which British Columbia and Yekooche First Nation may negotiate terms that may allow Yekooche First Nation to acquire land previously expropriated by British Columbia, if the land is no longer required by British Columbia.
46. The Final Agreement will contain provisions concerning the status of Yekooche First Nation Lands that are expropriated by British Columbia.

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FEDERAL EXPROPRIATION OF YEKOOCHE FIRST NATION LANDS

47. Canada and Yekooche First Nation agree that as a general principle, Yekooche First Nation Lands will not be subject to expropriation, except as set out in this chapter.
 48. Notwithstanding paragraph 47, any interest in Yekooche First Nation Lands may be expropriated by and for the use of a Federal Expropriating Authority in accordance with federal legislation and with the consent and by the order of the Governor-in-Council.
 49. The Governor-in-Council may consent to an expropriation of an interest in Yekooche First Nation Lands if the expropriation is justifiable in accordance with paragraph 50 and necessary for a public purpose.
 50. For the purposes of paragraph 49, an expropriation is justifiable where the Governor-in-Council is satisfied that the following requirements have been met:
 - a. there is no other reasonably feasible alternative land to expropriate that is not Yekooche First Nation Lands;
 - b. reasonable efforts have been made by the Federal Expropriating Authority to acquire the interest in Yekooche First Nation Lands through agreement with Yekooche First Nation;
 - c. the most limited interest in Yekooche First Nation Lands necessary for the purpose for which the interest in land is sought is expropriated; and
 - d. information relevant to the expropriation, other than documents that would be protected from disclosure under federal legislation, has been provided to Yekooche First Nation.
 51. Before the Governor-in-Council issues an order consenting to the expropriation of an interest in Yekooche First Nation Lands, the Federal Expropriating Authority will provide to Yekooche First Nation, and make available to the public, a report stating the justification for the expropriation and describing the steps taken to satisfy the requirements of paragraph 50.
 52. If Yekooche First Nation objects to a proposed expropriation of an interest in Yekooche First Nation Lands, it may, within 60 days after the report has been provided to Yekooche First Nation under paragraph 50.d, refer the matter for review of the steps taken to satisfy the requirements set out in paragraph 50 directly to neutral evaluation under Stage Two of the Dispute Resolution chapter.
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53. The Governor-in-Council may not consent to the expropriation of an interest in Yekooche First Nation Lands before the expiration of the period referred to in paragraph 51 or, if Yekooche First Nation has referred the matter to a neutral evaluator under paragraph 51, before the neutral evaluator has delivered an opinion on the matter, such opinion to be rendered within 60 days of the referral being made or within such additional time as the Parties may agree.
54. Without limiting the generality of the Dispute Resolution chapter, the opinion of the neutral evaluator under paragraph 52:
- a. is without prejudice to the legal positions that may be taken by a Federal Expropriating Authority and Yekooche First Nation in court or in any other forum;
 - b. will not be admissible in any legal proceedings, unless otherwise required by law; and
 - c. is not binding on the Governor-in-Council under paragraphs 49 and 50.
55. Where a fee simple interest in a parcel of Yekooche First Nation Lands is expropriated by a Federal Expropriating Authority, the Federal Expropriating Authority will make reasonable efforts to identify replacement land within the Yekooche First Nation Area, being either federal Crown land or land available on a willing-seller willing-buyer basis, of equivalent or greater size and comparable value and, if acceptable to Yekooche First Nation, to acquire and offer the replacement land to Yekooche First Nation as partial or full compensation for the expropriation. If the Federal Expropriating Authority and Yekooche First Nation are unable to agree on the provision of replacement land as compensation, the Federal Expropriating Authority will provide Yekooche First Nation with other compensation in accordance with this Agreement.
56. Subject to paragraph 58, if the replacement land identified by the Federal Expropriating Authority would result in the total size of Yekooche First Nation Lands being less than at the Effective Date and Yekooche First Nation does not agree that the replacement land is of comparable value to the interest in Yekooche First Nation Lands being expropriated, Yekooche First Nation may refer the issue of whether the replacement land is of comparable value to the interest in Yekooche First Nation Lands being expropriated to be finally determined by binding arbitration under the Dispute Resolution chapter.
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57. The total value of compensation for an interest in Yekooche First Nation Lands expropriated by a Federal Expropriating Authority under this chapter shall be determined by taking into account the following factors:
- a. the fair market value of the expropriated interest or of Yekooche First Nation Lands in which an interest has been expropriated;
 - b. the replacement value of any improvement to Yekooche First Nation Lands in which an interest has been expropriated;
 - c. any expenses or losses resulting from the disturbance directly attributable to the expropriation;
 - d. any reduction in the value of any interest in Yekooche First Nation Lands that is not expropriated which directly relates to the expropriation;
 - e. any adverse effect on any cultural or other special value of Yekooche First Nation Lands in which an interest has been expropriated to Yekooche First Nation, provided that the cultural or other special value is only applied to an interest in Yekooche First Nation Lands recognized in law and held by Yekooche First Nation, and provided that there will be no increase in the total value of compensation on account of any Aboriginal rights, title or interest; and
 - f. the value of any special economic advantage arising out of or incidental to the occupation or use of Yekooche First Nation Lands to the extent that the value is not otherwise compensated.
58. Subject to paragraph 60, if the total value of compensation cannot be agreed upon between the Federal Expropriating Authority and Yekooche First Nation, or where there is disagreement on whether the combination of replacement land and cash is equal to the total value of compensation, either Canada, acting on behalf of the Federal Expropriating Authority, or Yekooche First Nation may refer the issue of the total value of compensation for dispute resolution under the Dispute Resolution chapter.
59. A dispute on the valuation of replacement land under paragraph 55, or on the total value of compensation under paragraph 54.c, or on the terms and conditions of the return of land under paragraph 67, shall not delay the expropriation.
60. Any claim or encumbrance in respect of the interest expropriated may only be claimed against the amount of compensation that is otherwise payable to the person whose interest is being expropriated.
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61. Interest on compensation is payable from the date the expropriation takes effect, at the same rate as for prejudgment interest in the Supreme Court of British Columbia.
 62. Where a Federal Expropriating Authority expropriates a fee simple interest in a parcel of Yekooche First Nation Lands, the land will no longer be Yekooche First Nation Lands.
 63. Where a Federal Expropriating Authority expropriates less than a fee simple interest in a parcel of Yekooche First Nation Lands:
 - a. the parcel of land retains its status as Yekooche First Nation Lands;
 - b. the parcel of land remains subject to Yekooche First Nation Law that is otherwise applicable, except to the extent that such laws are inconsistent with the use of the parcel of land for which the expropriation took place; and
 - c. Yekooche First Nation may continue to use and occupy the parcel of land, except to the extent the use or occupation is inconsistent with the expropriation in the view of the Federal Expropriating Authority.
 64. Where replacement land is transferred to Yekooche First Nation as partial or full compensation under paragraph 55, Canada and British Columbia will consent to that land being added to Yekooche First Nation Lands if:
 - a. the land is within the area referred to in paragraph 23.a of this chapter;
 - b. the land does not overlap with an area over which another First Nation claims a legal interest or which is subject to treaty negotiations with another First Nation, except where the other First Nation in those cases consents to the addition;
 - c. the land is outside municipal boundaries unless the municipality consents; and
 - d. the addition will not result in Canada or British Columbia being required to assume financial or other obligations.
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65. Where an expropriated interest in a parcel of Yekooche First Nation Lands is no longer required by the Federal Expropriating Authority for the purpose for which it was expropriated, the Federal Expropriating Authority will ensure that the interest in land is returned to Yekooche First Nation on the terms and conditions negotiated under paragraph 66. Subject to paragraph 63.c, where a fee simple interest in a parcel of land is returned to Yekooche First Nation under this paragraph, the parcel of land will become Yekooche First Nation Lands on the date of the transfer of the fee simple interest in the parcel of land from the Federal Expropriating Authority to Yekooche First Nation.
 66. The Minister responsible for the Federal Expropriating Authority, without the consent of the Governor-in-Council, may decide that the expropriated interest in land is no longer required and may determine the disposition of any improvements.
 67. The terms and conditions of the return of an expropriated interest in Yekooche First Nation Lands, including requirements relating to financial considerations based on market value principles and the condition of the land to be returned, will be negotiated by Yekooche First Nation and the Federal Expropriating Authority at the time of the expropriation.
 68. Where the terms and conditions of the return of an expropriated interest in Yekooche First Nation Lands cannot be agreed upon by Yekooche First Nation and the Federal Expropriating Authority at the time of the expropriation, either Yekooche First Nation or Canada, acting on behalf of the Federal Expropriating Authority may refer the issue to be finally determined by binding arbitration under the Dispute Resolution chapter.
 69. Except as otherwise provided in paragraphs 51, 55, 57.f and 67, no conflict or dispute between the Parties respecting the interpretation, application or implementation of paragraphs 47 to 71 will go to dispute resolution under the Dispute Resolution chapter.
 70. For greater clarity, and subject to paragraph 71, except to the extent that the provisions of this chapter modify the application of federal legislation relating to expropriation to an expropriation of Yekooche First Nation Lands, all federal legislation relating to expropriation applies to an expropriation of Yekooche First Nation Lands under this chapter.
 71. Without limiting the generality of paragraph 17 of the General Provisions chapter, in the event of a conflict between this Agreement and the *Expropriation Act (Canada)* or other federal legislation relating to the expropriation, the provisions of this Agreement will prevail to the extent of the conflict.
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72. Nothing in this Agreement affects or limits the application of the *Emergencies Act (Canada)*, or any successor legislation, and the *Emergencies Act (Canada)* will continue to apply in all aspects to Yekooche First Nation Lands.

YEKOOCHE FIRST NATION EXPROPRIATION

73. Yekooche First Nation Government will have the authority to make laws in respect of expropriation for public purposes and public works by Yekooche First Nation of estates or interests in Yekooche First Nation Lands other than:
- a. estates or interests granted or continued on the Effective Date unless specifically provided otherwise in the Final Agreement;
 - b. estates or interests expropriated by Canada or British Columbia under the Lands chapter;
 - c. rights of way held by Canada, British Columbia or a Public Utility on the Effective Date;
 - d. any other interests upon which the Parties may agree in the Final Agreement; and
 - e. provided that Yekooche First Nation provides fair compensation to the owner of the estate or interest, and the expropriation is for the smallest estate or interest necessary for the public purpose or public work.

INTERIM PROTECTION MEASURES

74. As soon as practicable after signing this Agreement, the Parties will negotiate and attempt to reach agreement on an interim protection measures agreement for Crown lands proposed for Yekooche First Nation Lands, for a term of two years, and which, with the agreement of the Parties, can be extended.

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ACCESS, ROADS AND CORRIDORS

PUBLIC ACCESS ON YEKOOCHE FIRST NATION LANDS

1. Yekooche First Nation will allow reasonable public access on Yekooche First Nation Lands for temporary recreational and non-commercial purposes, including reasonable opportunities for the public to hunt and fish on Yekooche First Nation Lands, provided that this access does not interfere with uses authorized by Yekooche First Nation or the ability of Yekooche First Nation to authorize uses or dispose of Yekooche First Nation Lands.
2. Reasonable public access does not include the harvesting or extraction of resources owned by Yekooche First Nation, or causing damage to Yekooche First Nation Lands or resources owned by Yekooche First Nation.
3. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on provisions with respect to access to legal interests created after the Effective Date within, contiguous or in close proximity to Yekooche First Nation Lands where no other reasonable access exists across Crown land.
4. Subject to paragraphs 1 and 3, Yekooche First Nation may designate portions of Yekooche First Nation Lands as Yekooche First Nation Private Lands.
5. Yekooche First Nation liability for public access to Yekooche First Nation Lands, other than Yekooche First Nation Private Lands, will be comparable to the liability of the Crown for public access to unoccupied Crown lands.

AUTHORITY TO MAKE LAWS

6. Subject to paragraphs 1 and 3, Yekooche First Nation Government may make laws regulating public access on Yekooche First Nation Lands for the:
 - a. prevention of harvesting or extracting of resources owned by Yekooche First Nation; and
 - b. protection of Yekooche First Nation Heritage Sites.
7. In the event of a Conflict between a Federal or Provincial Law and a Yekooche First Nation Law made under paragraph 6, the Yekooche First Nation Law prevails to the extent of the Conflict.

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8. Subject to paragraphs 1 and 3, Yekooche First Nation Government may make laws regulating public access on Yekooche First Nation Lands for:
 - a. purposes of public safety;
 - b. the prevention of nuisance or damage, including forest fire prevention;
 - c. the protection of sensitive habitat; and
 - d. other matters as agreed to by the Parties before the Final Agreement.
9. In the event of a Conflict between a Federal or Provincial Law and a Yekooche First Nation Law made under paragraph 8, the Federal or Provincial Law will prevail to the extent of the Conflict.

NAVIGABLE WATERS

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

CROWN ACCESS TO YEKOOCHE FIRST NATION LANDS

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

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**ACCESS TO TENURES ON AND ADJACENT TO YEKOOCHE FIRST NATION
LANDS**

14. Yekooche First Nation will allow reasonable access to Yekooche First Nation Lands in order that holders of Tenure on Yekooche First Nation Lands can continue to access the Tenure, consistent with terms and conditions contained in the instrument under which the Tenure was granted, affected, renewed or replaced.
15. If no other reasonable access exists across Crown land, Yekooche First Nation will allow reasonable access across Yekooche First Nation Lands to any Tenure located on or beneath lands adjacent or in close proximity to Yekooche First Nation Lands consistent with the terms and conditions of that Tenure.
16. Yekooche First Nation will allow reasonable access under paragraphs 14 and 15 at no cost, charge, fee or levy, except if required under the instrument under which the Tenure was granted, affected, renewed or replaced.
17. Holders of Tenure who exercise access on Yekooche First Nation Lands are subject to Yekooche First Nation Law.

YEKOOCHE FIRST NATION ACCESS TO CROWN LAND

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

without payment of any charge, fee or levy, except as required by Federal or Provincial Law.

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19. Persons who enter, cross and stay temporarily on Crown land under paragraph 18 are subject to Federal and Provincial Law.
20. Persons who enter, cross and stay temporarily on Crown land under paragraph 18 will provide, if practicable, British Columbia or Canada with reasonable notice before accessing Crown lands.
21. Yekooche First Nation Citizens will have reasonable access on Crown land to allow for the exercise of Yekooche First Nation rights set out in the Final Agreement, including use of resources for purposes incidental to the normal use of those rights, provided that this access and incidental use of resources are in accordance with Federal and Provincial Laws and do not interfere with the uses, authorization of uses, or dispositions of Crown lands existing as of the Effective Date, or the ability of the Crown to use, authorize uses of or dispose of Crown land.
22. There is an outstanding issue among the Parties in respect of the access referred to in paragraph 21 as it relates to land, if any, that is owned or acquired by Canada. Before the Final Agreement the Parties will negotiate and attempt to reach agreement on the outstanding issue.

CROWN CORRIDORS

23. Crown Corridors, as set out in Appendix J, will not be part of Yekooche First Nation Lands and will be owned by British Columbia. The widths of Crown Corridors are set out in Appendix J.
24. British Columbia will Consult with Yekooche First Nation regarding new uses or major road construction within Crown Corridors.

ENTRY ON YEKOOCHE FIRST NATION LANDS OUTSIDE CROWN CORRIDORS

25. In addition to the provisions of this chapter, British Columbia or any Public Utility, their employees, agents, contractors, or representatives may enter on Yekooche First Nation Lands outside Crown Corridors for the purpose of undertaking works, including:
 - a. constructing drainage works;
 - b. maintaining slope stability; or
 - c. removing dangerous trees or other hazardsas required for the protection, care, maintenance, or construction of road or Public Utility works.
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26. Before commencing any work referred to in paragraph 25, British Columbia will deliver a written work plan describing the effect and extent of the proposed work on Yekooche First Nation Lands to Yekooche First Nation for approval which will not be unreasonably withheld.
27. If British Columbia and Yekooche First Nation do not agree on a work plan submitted by British Columbia within 30 days of receipt by Yekooche First Nation, either Party may refer the disagreement to be resolved under the Dispute Resolution chapter.
28. In undertaking works referred to in paragraph 25, British Columbia will minimize the damage to, and time spent on, Yekooche First Nation Lands.
29. British Columbia will pay compensation for any interference with, or damage to, Yekooche First Nation Lands resulting from works by, or on behalf of, British Columbia, referred to in paragraph 25. British Columbia or Yekooche First Nation may refer a disagreement in respect of compensation to be finally resolved under the Dispute Resolution chapter.
30. Notwithstanding any other provision of the Final Agreement, British Columbia may undertake works and take steps on Yekooche First Nation Lands that are urgently required in order to protect works constructed on Crown Corridors, or to protect persons or vehicles using Crown Corridors.
31. British Columbia will, as soon as practicable, notify Yekooche First Nation in writing that it has undertaken works on Yekooche First Nation Lands under paragraph 25.
32. The Final Agreement will include provisions for Public Utility access on Yekooche First Nation Lands.

CONSULTATION REGARDING TRAFFIC REGULATION

33. Upon request of Yekooche First Nation, British Columbia will Consult with Yekooche First Nation with respect to existing regulation of traffic and transportation on a Crown Corridor that is adjacent to a settled area on Yekooche First Nation Lands.

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ACCESS AND SAFETY REGULATIONS

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

ROADS

38. Provincial Roads will not be part of Yekooche First Nation Lands and are owned by British Columbia.
39. Roads on Yekooche First Nation Lands will be Yekooche First Nation Roads.
40. Yekooche First Nation will allow public use of Yekooche First Nation Roads in accordance with this chapter.
41. Yekooche First Nation will be responsible for maintenance and repair of Yekooche First Nation Roads.
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GRAVEL

42. The Final Agreement will include provisions for the establishment of reciprocal gravel material management plans.

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FOREST RESOURCES

FOREST RESOURCES ON YEKOOCHE FIRST NATION LANDS

1. Yekooche First Nation will own Forest Resources on Yekooche First Nation Lands.
2. Yekooche First Nation, as owner, will have authority to determine, collect and administer any fees, rents, or other charges relating to the harvesting of Forest Resources on Yekooche First Nation Lands.

FOREST PRACTICES AND STANDARDS ON YEKOOCHE FIRST NATION LANDS

3. Yekooche First Nation Government may make laws in respect of the management of Forest Resources on Yekooche First Nation Lands.
 4. Yekooche First Nation Government will not have the authority to make laws in respect of:
 - a. timber marking and scaling;
 - b. manufacture in British Columbia of products from Forest Resources in accordance with Part 10 of the *Forest Act* on Yekooche First Nation Lands; and
 - c. the export of Forest Resources removed from Yekooche First Nation Lands.
 5. Yekooche First Nation may apply to Canada and British Columbia to export timber harvested from Yekooche First Nation Lands.
 6. Yekooche First Nation Law in respect of Forest Resources under paragraph 3 will provide for practices and standards that meet or exceed those established under Federal and Provincial Law.
 7. In the event of a Conflict between a Federal or Provincial Law and a Yekooche First Nation Law made under paragraph 3, the Federal or Provincial Law prevails to the extent of the Conflict.
 8. The Final Agreement will set out arrangements between British Columbia and Yekooche First Nation for the management and control of Forest Health Problems on Yekooche First Nation Lands and for forest fire protection and suppression on Yekooche First Nation Lands.
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9. Before the Final Agreement, British Columbia and Yekooche First Nation will negotiate and attempt to reach agreement on arrangements to be included in the Final Agreement for the continuation of any existing forestry research plots, and Yekooche First Nation participation in managing those research plots, on Yekooche First Nation Lands.
10. The Final Agreement, will provide for information sharing in relation to Forest Activities on Yekooche First Nation Lands and on provincial Crown land immediately adjacent to Yekooche First Nation Lands.

TRANSITIONAL PROVISIONS ON YEKOOCHE FIRST NATION LANDS

11. The Final Agreement will set out measures for the transition to Yekooche First Nation of the authority and management of Forest Resources on Yekooche First Nation Lands, including silviculture obligations and road de-activation.

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WATER

GENERAL

1. Nothing in the Final Agreement will be construed to confer any proprietary rights respecting water.
2. Storage, diversion, extraction and use of water and Groundwater will be in accordance with Federal and Provincial Law.
3. There is an outstanding issue among the Parties as to the definition of “Available Flow” under the Definitions chapter and the provisions relating to Groundwater in this chapter as to whether the wording addresses concerns by Canada about potential impacts on Fish, Fish habitat and Stream habitat arising out of the water licencing and regulation of Groundwater contemplated under this chapter.
4. Any change under the Final Agreement to the definition of “Available Flow” or provisions relating to Groundwater in this chapter will be consistent with the distribution of powers between Canada and British Columbia under the Constitution of Canada and will not alter British Columbia’s jurisdiction with respect to Groundwater or Canada’s and British Columbia’s jurisdiction with respect to water, Fish or Fish habitat.

AUTHORITY TO MAKE LAWS

5. Yekooche First Nation Government may make laws in respect of:
 - a. the consent of Yekooche First Nation under paragraph 12 to applications for Water Licences to be applied against the Yekooche First Nation Water Reservation; and
 - b. the supply to, and the use of water from a Water Licence issued to Yekooche First Nation under paragraph 12.
6. In the event of a Conflict between a Federal or Provincial Law and a Yekooche First Nation Law made under paragraph 5, the Federal or Provincial Law will prevail to the extent of the Conflict.

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YEKOOCHE FIRST NATION WATER RESERVATION

7. The Final Agreement will provide a Yekooche First Nation Water Reservation under the *Water Act* for domestic, agricultural, and industrial uses of water, with the exception of hydro power, on Yekooche First Nation Lands.
8. After the Streams that are to be subject to the Yekooche First Nation Water Reservation are identified, British Columbia will recommend the establishment of a water reservation under the *Water Act* in favour of Yekooche First Nation to achieve the purpose of paragraph 7.
9. On the Effective Date, British Columbia will establish a Yekooche First Nation Water Reservation under the *Water Act* that specifies a volume of unrecorded water, the Streams that are subject to the Water Reservation, and the extent to which the Water Reservation applies to Streams.
10. The Yekooche First Nation Water Reservation will have priority over all Water Licences on that Stream other than existing Water Licences on that Stream, and Water Licences applied for on that Stream before the establishment of any Water Reservation for Yekooche First Nation.
11. Any person seeking a Water Licence for volumes of water to be applied against the Yekooche First Nation Water Reservation, must gain consent from Yekooche First Nation before submitting that application to British Columbia.
12. If any person applies for a Water Licence to be applied against the Yekooche First Nation Water Reservation and:
 - a. Yekooche First Nation has consented to the application;
 - b. the application conforms to provincial regulatory requirements, including safety standards;
 - c. there is sufficient unrecorded volume of flow in the Yekooche First Nation Water Reservation; and
 - d. the application is for a volume of flow that, together with the total volume of flow licenced for that Stream under the Final Agreement, does not exceed the percentage of Available Flow, for that Stream as set out in the Final Agreement,

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

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

SALE OF WATER

18. If Federal and Provincial Law permit the sale of water, Yekooche First Nation may sell water in accordance with those laws.

FLOOD PROTECTION

19. Yekooche First Nation will have exclusive ownership and responsibility for maintenance of all diking systems or other flood protection works situated entirely on Yekooche First Nation Lands.

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

WATER MANAGEMENT

24. Yekooche First Nation may participate in water planning processes in the Yekooche First Nation Area in the same manner as local governments and other First Nations.
 25. In respect of the management of water within the Yekooche First Nation Area, Yekooche First Nation and Canada or British Columbia may negotiate agreements to:
 - a. define respective roles and responsibilities and coordinate activities related to:
 - i flood response and public safety;
 - ii protection of water quality;
 - iii Groundwater management and regulation;
 - iv resource inventory;
 - v monitoring of water quality and quantity;
 - vi management of and access to information;
 - vii water conservation;
 - viii any other matters as agreed to by the Parties; and
 - ix water management objectives and planning;
 - b. identify watersheds that require water management planning.
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26. Where a watershed includes both Yekooche First Nation Lands and provincial Crown land in British Columbia, and if Yekooche First Nation or British Columbia considers that the watershed is an important source of drinking water, British Columbia and Yekooche First Nation may negotiate agreements on promoting the protection of drinking water in that watershed.

POWER RESERVATION

27. In addition to the Yekooche First Nation Water Reservation referred to in paragraph 7, British Columbia will, subject to Available Flow, establish a water reservation of the unrecorded water of specific Streams identified in the Final Agreement in favour of Yekooche First Nation for a term to be set out in the Final Agreement to enable Yekooche First Nation to investigate the suitability of those Streams for hydro power purposes, including related storage purposes.
28. If Yekooche First Nation applies for a water reservation for hydro power purposes on a Stream subject to the Yekooche First Nation hydro power reservation under paragraph 27, British Columbia, after considering the results of any investigation referred to in paragraph 27 and subject to Available Flow, will establish a Yekooche First Nation hydro power reservation for hydro power purposes and any related storage purposes on that Stream if it considers that Stream to be suitable for hydro power purposes.
29. If British Columbia establishes a water reservation for hydro power purposes on a Stream referred to in paragraph 28, the Yekooche First Nation hydro power reservation referred to in paragraph 27 will terminate in respect of that Stream.
30. If, after British Columbia establishes a water reservation for hydro power purposes under paragraph 28, Yekooche First 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 Law, and there is sufficient Available Flow in the Stream.
31. If British Columbia issues a Water Licence referred to in paragraph 30, the water reservation referred to in paragraph 29 will terminate in respect of that Stream.

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GROUNDWATER

32. If British Columbia brings into force Provincial Law regulating the volume of Groundwater under Yekooche First Nation Lands which may be extracted and used, British Columbia will, if Groundwater is reasonably available, negotiate and attempt to reach agreement with Yekooche First Nation on the volume of Groundwater which may be extracted and used for domestic, agricultural and industrial purposes by Yekooche First Nation on Yekooche First Nation Lands for as long as such Provincial Law is in effect.
33. For the purposes of paragraph 32, the Parties will:
 - a. determine the volume of flow of Groundwater which can reasonably be withdrawn from the Groundwater aquifer under consideration while maintaining the sustainability and quality of the Groundwater from the aquifer; and
 - b. determine the existing and reasonable future needs for Groundwater of Yekooche First Nation on Yekooche First Nation Lands, as well as the existing and future needs of other users in the area.
34. If British Columbia and Yekooche First Nation fail to agree on the volume of Groundwater that may be extracted and used by Yekooche First Nation in negotiations under paragraphs 32 and 33, British Columbia or Yekooche First Nation may refer the matter for final determination by an arbitrator in accordance with the Dispute Resolution chapter
35. Access to extract Groundwater on Yekooche First Nation Lands will require the consent of Yekooche First Nation.

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FISHERIES

GENERAL

1. Yekooche First Nation will have a right to harvest, in accordance with the Final Agreement, Fish and Aquatic Plants for Domestic Purposes in the Yekooche First Nation Fishing Area.
2. The Yekooche First Nation Right to Harvest Fish will be limited by measures necessary for conservation, public health or public safety.
3. Where practical, the Minister will, in advance, discuss with, or give notice to Yekooche First Nation of proposed conservation, public health or public safety measures that would require the Yekooche First Nation Harvest Documents to be amended.
3. Canada or British Columbia will not charge any fee for a Yekooche First Nation Harvest Document.
4. Where a Yekooche First Nation Citizen harvests Fish or Aquatic Plants under the Yekooche First Nation Right to Harvest Fish, the Yekooche First Nation Citizen will not be required to have a federal or provincial licence.
5. The harvest of Fish and Aquatic Plants under the Yekooche First Nation Right to Harvest Fish will be subject to the provisions of the Yekooche First Nation Harvest Documents and will be carried out in accordance with the provisions of the Yekooche First Nation Harvest Documents.
6. In any year where the Minister determines that the available harvest of a stock or a species of Fish or Aquatic Plant is not sufficient to meet all quantities anticipated for allocations made from that stock or species to Yekooche First Nation and other aboriginal groups for Domestic Purposes, the Minister may reduce one or more of those allocations for that year.
7. The Yekooche First Nation Right to Harvest Fish will be held by Yekooche First Nation and Yekooche First Nation may not dispose of it.
8. The Minister will retain authority for managing and conserving Fish, Aquatic Plants, and Fish habitat.
9. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Fish and Aquatic Plants.

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10. Yekooche First Nation Citizens may Trade and Barter Fish and Aquatic Plants harvested under the Yekooche First Nation Right to Harvest Fish among themselves or with other aboriginal people of Canada who reside in British Columbia.
11. Fish and Aquatic Plants harvested under the Yekooche First Nation Right to Harvest Fish may not be sold.
12. The Yekooche First Nation Right to Harvest Fish will be exercised within the Yekooche First Nation Fishing Area unless otherwise provided for in a Yekooche First Nation Harvest Document.
13. The Final Agreement will not preclude Yekooche First Nation Citizens from harvesting Fish and Aquatic Plants under a licence, permit, or other document issued under Federal Law or Provincial Law.
14. The Final Agreement will not preclude Yekooche First Nation Citizens from being designated by another aboriginal group to harvest Fish and Aquatic Plants under federal or provincial arrangements with that aboriginal group.

AUTHORITY TO MAKE LAWS

15. Yekooche First Nation Government may make laws consistent with the Final Agreement on the following matters:
 - a. the distribution among Yekooche First Nation Citizens of the Fish and Aquatic Plants harvested under the Yekooche First Nation Right to Harvest Fish;
 - b. the designation of individuals who may harvest Fish under the Yekooche First Nation Right to Harvest Fish; and
 - c. other Fish and Aquatic Plant matters as set out in the Final Agreement.
 16. In the event of a Conflict between a Yekooche First Nation Law made under paragraph 15 and a Federal or Provincial Law, the Yekooche First Nation Law will prevail to the extent of the Conflict.
 17. Yekooche First Nation Government may make laws consistent with the Final Agreement on the following matters;
 - a. the documentation of those individuals who are designated to harvest Fish and Aquatic Plants under the Yekooche First Nation Right to Harvest Fish; and
 - b. other Fish and Aquatic Plant matters as set out in the Final Agreement.
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18. In the event of a Conflict between a Yekooche First Nation Law made under paragraph 17 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

DESIGNATIONS AND DOCUMENTATION

19. The Yekooche First Nation Right to Harvest Fish may be exercised by those individuals who are designated by Yekooche First Nation to harvest Fish and Aquatic Plants.
20. Where an Allocation for a stock or species of Fish or Aquatic Plant has been established under the Yekooche First Nation Right to Harvest Fish, Yekooche First Nation may designate Yekooche First Nation Citizens and other individuals to harvest the stock or species under the Yekooche First Nation Right to Harvest Fish.
21. Where an Allocation for a stock or species of Fish or Aquatic Plant has not been established under the Final Agreement, Yekooche First Nation may designate Yekooche First Nation Citizens to harvest the stock or species under the Yekooche First Nation Right to Harvest Fish.
22. Where Yekooche First Nation designates an individual to harvest Fish or Aquatic Plants under Yekooche First Nation Right to Harvest Fish, Yekooche First Nation will issue written documentation to the individual.
23. An individual who harvests Fish or Aquatic Plants under the Yekooche First Nation Right to Harvest Fish will be required, by provision of a Yekooche First Nation Harvest Document, a Federal or Provincial Law, to be designated and documented by Yekooche First Nation.
24. On the request of any individual authorized by Canada or British Columbia to enforce Federal Law, Provincial Law or Yekooche First Nation Law in respect of Fish or Aquatic Plants, individuals who harvest Fish or Aquatic Plants under the Yekooche First Nation Right to Harvest Fish will be required, by provision of a Yekooche First Nation Harvest Document, a Federal or Provincial Law, to show proof that they have been designated and documented by Yekooche First Nation.
25. The Final Agreement will provide that, where Yekooche First Nation designates an individual to harvest Fish and Aquatic Plants under the Yekooche First Nation Right to Harvest Fish, Yekooche First Nation may set out methods, timing, location of harvesting and individual allocations consistent with the applicable Yekooche First Nation Harvest Document.
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YEKOOCHÉ FIRST NATION
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26. Documentation issued by Yekooche First Nation to an individual who harvests Fish or Aquatic Plants under the Yekooche First Nation Right to Harvest Fish:
- a. will be in the English language and, at the discretion of Yekooche First Nation, in the Carrier language;
 - b. will include the name and address of the individual;
 - c. will meet any requirements set out in the applicable Yekooche First Nation Harvest Document; and
 - d. may include any specific provision set out under paragraph 25.

YEKOOCHÉ FIRST NATION ALLOCATIONS

27. Before the Final Agreement, the Parties will negotiate an abundance based formula that will provide for a harvest of Skeena sockeye based on a share of the Available Terminal Harvest within the Yekooche First Nation Fishing Area, including the Sutherland River Watershed, taking into account run size and Yekooche First Nation post season catch data.
28. Before the Final Agreement, the Parties will negotiate an abundance based formula that will provide for a harvest level based on a share of total Canadian catch of upper Fraser River Salmon sockeye stocks.
29. The Final Agreement will describe when and how subsequent adjustments in respect of overages and underages are made to an Allocation to account for Salmon harvests that exceed or fail to meet the Allocation in any year. Any adjustment will take into account the actions of the Minister and Yekooche First Nation with respect to the fishery and other factors. The Minister and Yekooche First Nation will endeavor to minimize any overages or underages in each year and to minimize the accumulation of overages and underages in successive years.
30. Adjustments will not apply to failures to harvest Yekooche First Nation Allocations for Salmon as a result of insufficient harvesting effort in the Yekooche First Nation fishery, environmental factors, Fish behavior or other reasons beyond the Minister's control.

NON-ALLOCATED SPECIES

31. A stock or a species of Fish and Aquatic Plants for which there is no Allocation established under the Final Agreement may be harvested for Domestic Purposes under the Yekooche First Nation Right to Harvest Fish in accordance with a Yekooche First Nation Harvest Document.
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32. Where an Allocation for a stock or a species of Fish or Aquatic Plant is not set out in the Final Agreement and has not been established in accordance with paragraph 27 or 28, Canada or British Columbia, or Yekooche First Nation may propose that an Allocation be established for Yekooche First Nation for that stock or species.
33. Where a Party proposes the establishment of an Allocation for Yekooche First Nation for a stock or a species of Fish or Aquatic Plant, the Parties will negotiate and attempt to reach agreement on the Allocation.
34. Where the Parties attempt to reach agreement on an Allocation for a stock or a species of Fish or Aquatic Plant, the Parties will:
 - a. seek the advice of the Parties;
 - b. conduct any studies that the Parties agree are necessary; and
 - c. take into account:
 - i. current and past Yekooche First Nation harvest for Domestic Purposes;
 - ii. changes in Yekooche First Nation harvesting effort;
 - iii. other Allocations for Domestic Purposes, and
 - iv. other matters that the Parties agree are relevant.
35. Where the Parties do not agree on an Allocation for a stock or a species of Fish or Aquatic Plants, the Minister will consider and take into account the advice received from the Parties and will determine the Allocation.
36. The Final Agreement will provide for a mechanism to document the Allocation.

HARVEST OF SURPLUS SALMON

37. In any year the Minister may determine whether there is a surplus of a species of Salmon that return to spawn in the Yekooche First Nation Fishing Area, the size of the surplus, and access to the surplus.
 38. The Joint Fisheries Committee, referred to in paragraph 40, 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 recommendations to the Minister on the size and disposition of the surplus.
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39. The Minister may authorize Yekooche First Nation to harvest some or all of the surplus Salmon that return to spawn in the Yekooche First Nation Fishing Area, on reaching agreement with Yekooche First Nation in respect of:
- a. the terms and conditions of the harvest; and
 - b. whether all or part of the harvest will be included in the determination of underages.

JOINT FISHERIES COMMITTEE

40. In respect of fisheries matters managed by Canada, Canada and Yekooche First Nation will establish a Joint Fisheries Committee to facilitate cooperative planning of:
- a. Yekooche First Nation fisheries for Domestic Purposes under the Final Agreement;
 - b. Yekooche First Nation Enhancement Initiatives, Stewardship Activities and stock assessment activities;
 - c. Yekooche First Nation fisheries monitoring and enforcement activities;
 - d. Yekooche First Nation environmental protection activities associated with Fish and Fish habitat; and
 - e. other matters by agreement of Canada and Yekooche First Nation.
41. Canada and Yekooche First Nation will provide each other with information necessary to enable the Joint Fisheries Committee to carry out its functions.
42. Canada and Yekooche First Nation will each appoint one member to the Joint Fisheries Committee.
43. Before the Final Agreement, British Columbia will determine if it will participate in the Joint Fisheries Committee.
44. The Final Agreement may include provisions concerning the relationship between Yekooche First Nation and British Columbia with respect to fisheries matters managed by British Columbia.

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45. In facilitating cooperative planning, under paragraph 40, the Joint Fisheries Committee may:
- a. discuss information and plans that can be made available to the public for existing and proposed commercial and other fisheries that could significantly affect Yekooche First Nation fisheries for Domestic Purposes;
 - b. discuss information that can be made available to the public related to measures necessary for conservation, public health or public safety that could significantly affect Yekooche First Nation fisheries for Domestic Purposes;
 - c. discuss information that can be made available to the public related to proposed Enhancement Initiatives in the Yekooche First Nation Domestic Fishing Area;
 - d. arrange for collection and exchange of available fisheries-related data;
 - e. discuss possible provisions for a Yekooche First Nation Annual Fishing Plan and Yekooche First Nation Harvest Document before Yekooche First Nation develops a Yekooche First Nation Annual Fishing Plan;
 - f. review Yekooche First Nation Annual Fishing Plans;
 - g. recommend to the Minister provisions for a Yekooche First Nation Harvest Document, taking into account the Yekooche First Nation Annual Fishing Plans, including Yekooche First Nation preferences in respect of harvest methods, timing and locations, where they are submitted in a timely fashion;
 - h. review Yekooche First Nation proposals for Enhancement Initiatives and Stewardship Activities;
 - i. provide recommendations to the Minister and Yekooche First Nation concerning:
 - i. Fish management and harvesting in the Yekooche First Nation Fishing Area,
 - ii. the conduct of commercial and other fisheries outside the Yekooche First Nation Fishing Area that could significantly affect Yekooche First Nation fisheries for Domestic Purposes,
 - iii. Fish habitat management and protection,
 - iv. escapement goals for Salmon stocks in the Yekooche First Nation Fishing Area,
 - v. Enhancement Initiatives and Stewardship Activities conducted by Yekooche First Nation in the Yekooche First Nation Fishing Area,
 - vi. in-season adjustments to Yekooche First Nation Harvest Documents,
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- vii. overages and underages in the Yekooche First Nation Fishing Area,
 - viii. the harvest of surplus Salmon in the Yekooche First Nation Fishing Area, and
 - ix. other matters provided for in the Final Agreement.
- j. Communicate with other advisory bodies in respect of matters of mutual interest; and
 - k. carry out other functions as Canada and Yekooche First Nation may agree.
46. The Joint Fisheries Committee will seek to operate on a consensus basis. If there is no consensus, each member of the Joint Fisheries Committee may submit written recommendations to the Minister.
47. If special circumstances make it impracticable to receive recommendations from the Joint Fisheries Committee, the Minister:
- a. may make the decision or take the action that the Minister considers necessary, without receiving recommendations from the Joint Fisheries Committee; and
 - b. will notify Yekooche First Nation and the Joint Fisheries Committee as soon as practicable of the special circumstances and the decision made or action taken.
48. Where Canada establishes a regional First Nation fisheries management advisory process that includes all or a part of the Yekooche First Nation Fishing Area, Canada will Consult with Yekooche First Nation on the process and on the role of Yekooche First Nation in the process.
49. Before the Final Agreement, the Parties will discuss and attempt to reach agreement on how harvesting under the Yekooche First Nation Right to Harvest Fish will be coordinated with other fisheries and regional First Nation fisheries management advisory processes.
50. The Final Agreement will provide that where a public fisheries management advisory process exists or may be established by Canada that includes any part of the Yekooche First Nation Fishing Area, Canada will Consult with Yekooche First Nation in developing the public fisheries management advisory process and provide for Yekooche First Nation participation in that process.
51. The design, establishment and termination of fisheries public advisory boards and structures will be at the discretion of the Minister.
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YEKOOCHE FIRST NATION ANNUAL FISHING PLANS

52. Yekooche First Nation will develop Yekooche First Nation Annual Fishing Plans for the harvest of Fish with respect to Allocated and unallocated species of Fish and Aquatic Plants under the Yekooche First Nation Right to Harvest Fish.
53. Yekooche First Nation Annual Fishing Plans will set out Yekooche First Nation proposals with respect to:
- a. harvest by category of species, or stock;
 - b. descriptions of Fish and Aquatic Plants that may be harvested;
 - c. location and timing of harvest;
 - d. method of harvest, including the size, type, identification, marking, and quantity of fishing gear and the manner in which it may be used;
 - e. monitoring of harvest, including notification, catch monitoring, identification and reporting of harvest;
 - f. transportation of Fish and Aquatic Plants harvested under the Yekooche First Nation Right to Harvest Fish;
 - g. enforcement measures; and
 - h. other matters as agreed to by the Parties.
54. Each year, Yekooche First Nation will submit a Yekooche First Nation Annual Fishing Plan to the Joint Fisheries Committee and British Columbia in a timely fashion.
55. Yekooche First Nation Annual Fishing Plans will not be part of the Final Agreement and will not be a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982.

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YEKOOCHE FIRST NATION HARVEST DOCUMENTS

56. Each year, the Minister will, for those fisheries matters managed by Canada, issue a Yekooche First Nation Harvest Document to Yekooche First Nation in respect of the Yekooche First Nation Right to Harvest Fish. The Yekooche First Nation Harvest Document will be consistent with the Final Agreement.
57. Periodically, the Minister will, for those fisheries matters managed by British Columbia, issue a Yekooche First Nation Harvest Document to Yekooche First Nation in respect of the Yekooche First Nation Right to Harvest Fish. The Yekooche First Nation Harvest Document will be consistent with the Final Agreement.
58. Where the Minister receives Yekooche First Nation Annual Fishing Plans in a timely fashion, the Minister will take these plans into account before issuing a Yekooche First Nation Harvest Document.
59. For those fisheries matters managed by Canada, the Minister will provide written reasons to Yekooche First Nation if a Yekooche First Nation Harvest Document has significant changes from the Yekooche First Nation Harvest Document provisions recommended by the Joint Fisheries Committee.
60. For those fisheries matters managed by British Columbia, the Minister will provide written reasons to Yekooche First Nation if a Yekooche First Nation Harvest Document has significant changes from the Yekooche First Nation Annual Fishing Plan.
61. Where the Minister makes changes to a Yekooche First Nation Harvest Document, the Minister will give notice and reasons, and where practicable, discuss those changes with Yekooche First Nation

STEWARDSHIP AND ENHANCEMENT

62. Yekooche First Nation may conduct, with the approval of the Minister and in accordance with Federal and Provincial Law, Enhancement Initiatives and Stewardship Activities in the Yekooche First Nation Fishing Area.
 63. Canada and Yekooche First Nation may negotiate agreements concerning the matters referred to in paragraph 62.
 64. Before the Final Agreement, Canada and Yekooche First Nation will negotiate a one-time payment by Canada that will be used for the establishment of a Yekooche First Nation fisheries stewardship fund.
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ENFORCEMENT

65. The Parties may negotiate agreements concerning enforcement of Federal Law, Provincial Law, and Yekooche First Nation Law in respect of fisheries. Those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.
66. Yekooche First Nation Law made in accordance with this chapter may be enforced by individuals authorized to enforce Federal Law, Provincial Law, or Yekooche First Nation Law in respect of Fish and Aquatic Plants in British Columbia.

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WILDLIFE

GENERAL

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

AUTHORITY TO MAKE LAWS

12. Yekooche First Nation Government may make laws in respect of the Yekooche First Nation Right to Harvest Wildlife that are consistent with the Final Agreement and an approved Wildlife Management Plan for:
- a. the distribution of harvested Wildlife among Yekooche First Nation Citizens;
 - b. designating Yekooche First Nation Citizens to harvest Wildlife;
 - c. documenting Yekooche First Nation Citizens who have been designated;
 - d. the methods, timing, and location of the harvest of Wildlife included in the Wildlife Management Plan, and
 - e. Trade and Barter of Wildlife harvested by Yekooche First Nation Citizens.
13. Yekooche First Nation Government will make laws to require Yekooche First Nation Citizens to comply with the Wildlife Management Plan.
14. In the event of a Conflict between a Yekooche First Nation Law made under paragraph 12.a, 12.b, 12.d or 12.e, and a Federal or Provincial Law, the Yekooche First Nation Law will prevail to the extent of the conflict.
15. In the event of a Conflict between a Yekooche First Nation Law made under paragraph 12.c or 13 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.
16. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Wildlife.
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DOCUMENTATION

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

DESIGNATED WILDLIFE SPECIES

20. Yekooche First Nation or British Columbia may recommend to the Minister that a Wildlife species be, or continue to be, a Designated Wildlife Species.
21. The Minister may establish a Designated Wildlife Species if the Minister determines that, in order to address a conservation risk to the population of that Wildlife species, there should be a Total Allowable Wildlife Harvest of that Wildlife species.
22. The Minister may determine that a Wildlife species is no longer a Designated Wildlife Species if the Minister determines that the conservation risk to the population of that Wildlife species no longer exists.
23. The Minister will request and consider recommendations from Yekooche First Nation before determining the Total Allowable Wildlife Harvest for any Designated Wildlife Species.

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24. In determining the Total Allowable Wildlife Harvest for a Designated Wildlife Species, the Minister will, in accordance with proper wildlife management, take into account:
- a. the population of the Wildlife species within the Harvest Area; and
 - b. the population of the Wildlife species within its normal range or area of movement outside the Harvest Area.

ALLOCATIONS

25. If the Minister designates a Wildlife species as a Designated Wildlife Species, British Columbia and Yekooche First Nation will negotiate and attempt to reach agreement on the Allocation of that Designated Wildlife Species.
26. Any determination or variation of an Allocation will take into account all relevant information presented by British Columbia and Yekooche First Nation and in particular information presented in respect of:
- a. the status of the Wildlife species;
 - b. conservation requirements;
 - c. current and past Yekooche First Nation harvest;
 - d. change in Yekooche First Nation harvesting effort; and
 - e. harvest by persons other than Yekooche First Nation Citizens.
27. If British Columbia and Yekooche First Nation fail to agree on Yekooche First Nation's Allocation for a Designated Wildlife Species under paragraphs 25 and 26, the Allocation will be finally determined by arbitration under the Dispute Resolution chapter.
28. British Columbia or Yekooche First Nation may, at any time, request a review to vary an Allocation.
29. The Party requesting a review of an Allocation of a Designated Wildlife Species under paragraph 28 has the onus of establishing that the Allocation should be varied.

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MANAGEMENT

30. British Columbia and Yekooche First Nation will develop a Wildlife Management Plan:
- a. for the harvest of
 - i. Designated Wildlife Species; and
 - ii. Wildlife Species proposed by Yekooche First Nation or British Columbia in order to adequately manage and conserve the resource; or
 - b. by agreement of British Columbia and Yekooche First Nation.
31. If there is an approved Wildlife Management Plan, the Yekooche First Nation Right to Harvest Wildlife will be exercised in accordance with that plan.
32. If necessary, Yekooche First Nation and British Columbia will develop the initial Wildlife Management Plan before the Effective Date to take effect on the Effective Date.
33. The Wildlife Management Plan will include provisions consistent with the Final Agreement in respect of:
- a. designating and documenting Yekooche First Nation harvesters;
 - b. the methods, timing and locations of the Wildlife harvest;
 - c. data collection, including the sex and age composition of the Yekooche First Nation harvest;
 - d. monitoring and reporting of the Yekooche First Nation harvest and data collection;

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- e. possession and transportation of Wildlife or Wildlife parts;
 - f. the in-season adjustment and amendment to the Wildlife Management Plan; and
 - g. other matters agreed to by British Columbia and Yekooche First Nation.
34. The Wildlife Management Plan will take into account management concerns identified by the Minister.
35. The Wildlife Management Plan will be submitted by Yekooche First Nation and British Columbia to the Minister for approval.
36. In considering the proposed Wildlife Management Plan, the Minister will take into account the following factors:
- a. conservation requirements and availability of Wildlife resources;
 - b. any Yekooche First Nation preferences in respect of harvest locations, methods, or times set out in the proposed Wildlife Management Plan;
 - c. harvest by persons other than Yekooche First Nation Citizens;
 - d. requirements for the integration and efficient management of overall Wildlife resources;
 - e. public health and safety;
 - f. accepted scientific procedures for Wildlife management; and
 - g. other relevant statutory considerations.
37. If a Wildlife Management Plan proposed under paragraph 30 is consistent with the Final Agreement, the Minister will, subject to the factors referred to in paragraph 36, approve, or vary and approve, that Wildlife Management Plan, and the Minister will provide written reasons to Yekooche First Nation for any significant changes between the proposed Wildlife Management Plan and the approved Wildlife Management Plan. An approved Wildlife Management Plan will be consistent with the Final Agreement.
38. The Wildlife Management Plan will be reviewed at such times as proposed by either Yekooche First Nation or British Columbia.
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39. Notwithstanding paragraph, 33.g, the Minister will not approve any method of harvest that differs from those permitted under Federal or Provincial Law unless the Minister is satisfied that the method is consistent with public safety.
40. If there is a Conflict between a provision of the approved Wildlife Management Plan and a Provincial Law, the approved Wildlife Management Plan will prevail to the extent of the Conflict.
41. Yekooche First Nation will have the right to participate in any public Wildlife advisory management processes that may be established by British Columbia in respect of the Harvest Area.

TRADE, BARTER AND SALE

42. Yekooche First Nation Citizens will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada, resident in British Columbia, any Wildlife, Wildlife parts, including meat and furs, harvested under the Yekooche First Nation Right to Harvest Wildlife.
43. Any sale of Wildlife, Wildlife parts, including meat and furs, harvested under the Yekooche First Nation Right to Harvest Wildlife will be in accordance with any Federal and Provincial Law that permit sale.

TRAPPING

44. Traplines wholly or partially on Yekooche First Nation Lands that exist as of the Effective Date and which will be set out in Appendix G to the Final Agreement are retained by the persons who hold those interests and may be transferred or renewed in accordance with Provincial Law.
 45. If the holder of a registered trapline that is located on Yekooche First Nation Lands agrees to transfer the trapline to Yekooche First Nation, British Columbia will consent to and register the transfer.
 46. British Columbia will not register a new trapline on Yekooche First Nation Lands without the consent of Yekooche First Nation.
 47. Trapping on traplines that are held by an individual and are on Yekooche First Nation Lands, is regulated in the same manner as trapping on Crown land in British Columbia.
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48. Before the Effective Date, the Parties will negotiate and attempt to reach agreement on the treatment of those traplines wholly or partially on Yekooche First Nation Lands that are not currently registered to any person or may become vacant by reason of abandonment or operation of law.
49. For greater certainty, Federal and Provincial Law apply to the sale of furs.

GUIDING

50. Guide outfitter licences and certificates and angling guide licences which exist as of the Effective Date and apply to an area wholly or partially on Yekooche First Nation Lands, will be set out in Appendix G to the Final Agreement, will be retained by the persons who hold those interests and may be transferred or renewed in accordance with Provincial Law.
51. Yekooche First Nation will not unreasonably withhold access to persons who hold guide outfitter licences and certificates or angling guide licences as set out in the Appendix G to the Final Agreement, for the purpose of carrying out guiding activities.
52. British Columbia will not issue a new guide outfitter certificate or guide outfitter license that applies to any portion of Yekooche First Nation Lands without the consent of Yekooche First Nation.
53. British Columbia will not issue a new angling guide license that applies to a portion of a watercourse within Yekooche First Nation Lands without the consent of Yekooche First Nation.

ENFORCEMENT

54. The Parties may negotiate agreements concerning enforcement of Federal and Provincial Law and Yekooche First Nation Law in respect of Wildlife. Those agreements will not be a treaty or land claims agreement, and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the Constitution Act, 1982.
 55. Yekooche First Nation Law made in accordance with this chapter may be enforced by persons authorized to enforce Federal or Provincial Law, or Yekooche First Nation Law, in respect of Wildlife in British Columbia.
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MIGRATORY BIRDS

GENERAL

1. The Minister retains authority for managing and conserving Migratory Birds and Migratory Bird habitat.
2. Except as provided in this chapter, Federal and Provincial Law will apply in respect of Migratory Birds, their inedible byproducts, including down, and Migratory Bird habitat.
3. Subject to paragraph 4, Federal and Provincial Law respecting license fees, charges or royalties in respect of the harvest of Migratory Birds will not apply to the harvest of Migratory Birds under the Final Agreement.
4. Nothing in this Agreement affects Canada's ability to require Yekooche First Nation Citizens to obtain licenses for the use and possession of firearms under Federal Law.
5. The Final Agreement is not intended to alter Federal and Provincial Law or the common law in respect of property in Migratory Birds.
6. The rights of Yekooche First Nation and the exercise of those rights by Yekooche First Nation Citizens set out in this chapter are subject to conservation, public health or public safety measures.
7. The Yekooche First Nation Right to Harvest Migratory Birds will be exercised in a manner that does not interfere with the uses, authorization of uses or dispositions of Crown land existing as of the Effective Date or authorized in accordance with paragraph 8.
8. The Crown may use, authorize uses of or dispose of Crown lands, and any use, authorization of use or disposition may affect the methods, times and locations of harvesting Migratory Birds under the Yekooche First Nation Right to Harvest Migratory Birds, but the Crown will not use, authorize uses of or dispose of Crown land to an extent that would result in Yekooche First Nation being denied a reasonable opportunity to harvest Migratory Birds under the Yekooche First Nation Right to Harvest Migratory Birds.
9. There is an outstanding issue among the Parties as to the exclusion from the Harvest Area of land, if any, that is owned or acquired by Canada. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on this outstanding issue.

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10. Yekooche First Nation Citizens may exercise the Yekooche First Nation Right to Harvest Migratory Birds on lands, within the Harvest Area, that are owned in fee simple off of Yekooche First Nation Lands, but that harvesting will be subject to Federal and Provincial Laws in respect of access to fee simple lands.

AUTHORITY TO MAKE LAWS

11. Subject to paragraph 6, and any conditions required for the management of a Designated Migratory Bird Population, the Yekooche First Nation Government may make laws in respect of the rights and obligations of Yekooche First Nation and Yekooche First Nation Citizens, under and consistent with the Final Agreement in relation to:
- a. the distribution among Yekooche First Nation Citizens of Migratory Birds harvested under the Final Agreement;
 - b. the designation of Yekooche First Nation Citizens as harvesters of Migratory Birds under the Final Agreement;
 - c. the methods to be used for, the timing of, and the geographic location for harvesting Migratory Birds in accordance with the Final Agreement;
 - d. the Trade and Barter of Migratory Birds harvested in accordance with the Final Agreement among the Yekooche First Nation Citizens; and
 - e. the sale of inedible byproducts, including down, of Migratory Birds harvested in accordance with the Final Agreement.
12. In the event of a Conflict between a Yekooche First Nation Law made under paragraph 11 and a Federal or Provincial Law, the Yekooche First Nation Law prevails to the extent of the Conflict.
13. Subject to paragraph 6, and any conditions required for the management of a Designated Migratory Bird Population, the Yekooche First Nation Government may make laws in respect of the rights and obligations of Yekooche First Nation and Yekooche First Nation Citizens under and consistent with the Final Agreement in relation to:
- a. the management of Migratory Birds and Migratory Bird habitat on Yekooche First Nation Lands;
 - b. the sale of Migratory Birds, other than their inedible byproducts, if permitted by Federal and Provincial Law; and

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- c. the establishment and administration of licensing requirements for the harvest of Migratory Birds in accordance with the Final Agreement, including the identification and documentation of Yekooche First Nation Citizens as harvesters of Migratory Birds under the Final Agreement.
14. In the event of a Conflict between a Yekooche First Nation Law made under paragraph 13 and a Federal or Provincial Law in relation to Migratory Birds, the Federal or Provincial Law prevails to the extent of the Conflict.

HARVEST

15. Subject to paragraph 6 and to any conditions required for the management of a Designated Migratory Bird Population, Yekooche First Nation has the right to harvest Migratory Birds within the Harvest Area for Domestic Purposes throughout the year.
16. The Yekooche First Nation Right to Harvest Migratory Birds will be held by Yekooche First Nation and Yekooche First Nation may not dispose of it.
17. Except as otherwise required for the management of a Designated Migratory Bird Population or by a Yekooche First Nation Law made under paragraphs 11 and 13, all Yekooche First Nation Citizens may exercise the right to Harvest Migratory Birds under the Final Agreement.
18. The Final Agreement will not preclude Yekooche First Nation Citizens from harvesting Migratory Birds outside of the Harvest Area throughout Canada in accordance with:
- a. Federal and Provincial Law;
 - b. any agreements, that are in accordance with Federal and Provincial Law, between Yekooche First Nation and another aboriginal group; or
 - c. any arrangements between another aboriginal group and Canada or British Columbia.

TRADE AND BARTER

19. Yekooche First Nation Citizens will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, Migratory Birds, and the eggs or inedible byproducts, including down, of Migratory Birds harvested under the Final Agreement.

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SALE

20. Yekooche First Nation and Yekooche First Nation Citizens may sell Migratory Birds only if the sale of Migratory Birds is permitted under Federal and Provincial Law, and any such sale of Migratory Birds will be in accordance with Federal and Provincial Law and any Yekooche First Nation Law enacted under paragraph 13.b.
21. Notwithstanding paragraph 20, Yekooche First Nation and Yekooche First Nation Citizens may sell inedible byproducts, including down, of Migratory Birds harvested under the Final Agreement and in accordance with the Yekooche First Nation Law enacted under paragraph 11.e.

TRANSPORTATION AND EXPORT

22. Yekooche First Nation and Yekooche First Nation Citizens will transport or export Migratory Birds, including down, harvested under the Final Agreement in accordance with Federal and Provincial Law.

ENFORCEMENT

23. The Parties may negotiate agreements concerning enforcement of Federal Law, Provincial Law, or Yekooche First Nation Law in respect of Migratory Birds. Those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
24. Yekooche First Nation Law made in accordance with this chapter may be enforced by persons authorized to enforce Federal or Provincial Law or Yekooche First Nation Law in respect of Migratory Birds in British Columbia.

DOCUMENTATION

25. The Final Agreement will provide for Yekooche First Nation issuing documentation to Yekooche First Nation Citizens to harvest Migratory Birds under the Yekooche First Nation Right to Harvest Migratory Birds.
 26. All persons who harvest Migratory Birds under the Yekooche First Nation Right to Harvest Migratory Birds will be required to carry documentation issued by Yekooche First Nation and to produce that documentation on request by an authorized person.
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27. Documentation issued by Yekooche First Nation to a person who harvests Migratory Birds under the Yekooche First Nation Right to Harvest Migratory Birds will:
- a. be in the English language;
 - b. include the name and address of the person; and
 - c. meet any other requirements as set out by Yekooche First Nation.

CONSERVATION MEASURES

28. Where, in the opinion of the Minister or Yekooche First Nation, conservation measures are needed within the Harvest Area to protect a particular population of Migratory Bird, the Parties will Consult with one another regarding the need for such conservation measures and, if applicable, the development and implementation of such conservation measures.
29. Yekooche First Nation will provide to the Minister, upon request, for conservation purposes, information concerning the activities of Yekooche First Nation and Yekooche First Nation Citizens related to the exercise of the rights of Yekooche First Nation in relation to Migratory Birds set out in the Final Agreement.
30. The Parties may negotiate and may conclude conservation agreements in relation to issues of common concern, including:
- a. information sharing;
 - b. actions to be taken by the Parties to jointly address conservation issues;
 - c. local management of Migratory Birds and their habitats;
 - d. population, harvest and habitat monitoring;
 - e. enforcement; and
 - f. license and permit requirements.

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DESIGNATED POPULATIONS

31. Where, in the opinion of any Party there is a conservation risk to a population of a species of Migratory Bird, that Party may make recommendations to the Minister for the designation of that population of Migratory Birds as a Designated Migratory Bird Population.
 32. Where the Minister, after Consulting with the Parties, determines that there is a conservation risk to a population of a species of Migratory Bird which requires the allocation of the harvest of that population amongst user groups, and that any other conservation measures that have been implemented have not been effective in reducing the conservation risk to that population, the Minister may designate that population as a Designated Migratory Bird Population.
 33. The Minister will, after Consulting with the Parties, determine the Total Allowable Migratory Bird Harvest of the Designated Migratory Bird Population and the allocation of that Total Allowable Migratory Bird Harvest among the user groups.
 34. The Minister, in determining the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population will take into account, among other things, the following factors:
 - a. the status of the Designated Migratory Bird Population;
 - b. continental and local conservation requirements; and
 - c. Canada's international commitments in respect of Migratory Birds.
 35. The Minister, in making an Allocation of the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population for the Yekooche First Nation, will take into account, among other things, the following factors:
 - a. the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population;
 - b. the current and past domestic needs and harvesting practices of Yekooche First Nation for the Designated Migratory Bird Population;
 - c. the extent and nature of the Yekooche First Nation Right to Harvest Migratory Birds; and
 - d. the interests of other user groups within the range of the Designated Migratory Bird Population.
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36. The Minister may, on the recommendations of the Parties, determine that there is no longer a conservation risk to a Designated Migratory Bird Population and remove the designation of that population as a Designated Migratory Bird Population.

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ENVIRONMENTAL ASSESSMENT

GENERAL

1. Notwithstanding any decision made by Canada or British Columbia in respect of a Federal Project or a Provincial Project, no Federal Project or Provincial Project on Yekooche First Nation Lands will proceed without the consent of the Yekooche First Nation.
2. Where a proposed development referred to in paragraph 14.b of the Lands chapter, that is subject to an administrative procedure in paragraph 15 of the Lands chapter, is also a Federal Project or Provincial Project, the Parties will negotiate and attempt to reach agreement to harmonize their respective procedures.
3. If a proposed development referred to in paragraph 14.b of the Lands chapter, that is subject to evaluation under an administrative procedure referred to in paragraph 15 of the Lands chapter, is likely to have adverse effects on federal or provincial interests, Yekooche First Nation will ensure that Canada and British Columbia are Consulted with respect to the proposed development.

YEKOOCHE FIRST NATION PARTICIPATION IN FEDERAL ENVIRONMENTAL ASSESSMENTS

4. If a Federal Project is located within the Yekooche First Nation Area, and may reasonably be expected to have adverse environmental effects on Yekooche First Nation Lands or on Yekooche First Nation rights under the Final Agreement:
 - a. Canada will ensure that the Yekooche First Nation is provided with timely notice of the Environmental Assessment and information describing the Federal Project in sufficient detail to permit the Yekooche First Nation to determine if it is interested in participating in the Environmental Assessment;
 - b. if the Yekooche First Nation confirms that it is interested in participating in the Environmental Assessment of the Federal Project, Canada will provide the Yekooche First Nation with an opportunity to comment on:
 - i. the components of the Federal Project to be included in the Environmental Assessment;
 - ii. the environmental effects of the Federal Project; and
 - iii. any mitigation measures to be implemented;

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- c. the Yekooche First Nation will have access to information in Canada's possession related to the Environmental Assessment of the Federal Project in accordance with the public registry provisions in the *Canadian Environmental Assessment Act*; and
 - d. Canada will give full and fair consideration to any comments referred to in paragraph 4.b and will respond to the comments during the Environmental Assessment process before making a decision that would have the effect of enabling the Federal Project to be carried out in whole or in part.
5. If a Federal Project that is located within the Yekooche First Nation Area, and may reasonably be expected to have adverse environmental effects on Yekooche First Nation Lands or on Yekooche First Nation rights under the Final Agreement, is referred to a panel under the *Canadian Environmental Assessment Act*, or any successor legislation, Yekooche First Nation will have the opportunity to propose to the Minister a list of names that the Minister may consider for appointment to any panel unless:
- a. the panel is a decision-making body, such as the National Energy Board; or
 - b. Yekooche First Nation is a proponent of the Federal Project.
6. If a Federal Project that is located within the Yekooche First Nation Area, and may reasonably be expected to have adverse environmental effects on Yekooche First Nation Lands or on Yekooche First Nation rights under the Final Agreement, is referred to a panel under the *Canadian Environmental Assessment Act*, or any successor legislation, the Yekooche First Nation will have formal standing before that panel.

YEKOOCHE FIRST NATION PARTICIPATION IN PROVINCIAL ENVIRONMENTAL ASSESSMENTS

7. If a Provincial Project is located on Yekooche First Nation Lands or may reasonably be expected to have adverse environmental effects on Yekooche First Nation Lands, on residents of Yekooche First Nation Lands or on Yekooche First Nation rights as set out in the Final Agreement, British Columbia will ensure that Yekooche First Nation:
- a. receives timely notice of, and relevant information on, the Provincial Project and the potential adverse environmental effects;
 - b. is Consulted regarding the environmental effects of the Provincial Project; and
 - c. receives an opportunity to participate in any Environmental Assessment of the Provincial Project.
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ENVIRONMENTAL PROTECTION

AUTHORITY TO MAKE LAWS

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

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4. Yekooche First Nation may enter into agreements with Canada or British Columbia for cooperation and coordination on matters relating to the Environment that may affect the Yekooche First Nation Area, both on and off Yekooche First Nation Lands.

ENVIRONMENTAL EMERGENCIES

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

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PARKS AND PROTECTED AREAS

PROVINCIAL PARKS AND PROTECTED AREAS

1. Before the Final Agreement, British Columbia and Yekooche First Nation will negotiate and attempt to reach agreement on provisions to be included in the Final Agreement in respect of Provincial Parks and Protected Areas within the Yekooche First Nation Area.

NATIONAL PARKS AND PROTECTED AREAS

2. Canada will Consult with Yekooche First Nation in respect of the establishment of any Migratory Bird sanctuary, national Wildlife area, National Park Reserve, National Park or National Historic Site of significance to Yekooche First Nation, within the Yekooche First Nation Area.
3. Yekooche First Nation and Canada will negotiate and attempt to reach agreement in respect of the harvesting rights by Yekooche First Nation Citizens as provided for under the Final Agreement in any National Park Reserve or National Park established after the Effective Date in the Yekooche First Nation Area.

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CULTURE AND HERITAGE

AUTHORITY TO MAKE LAWS

1. Subject to paragraph 2, Yekooche First Nation Government may make laws, applicable on Yekooche First Nation Lands, to preserve, promote and develop Yekooche First Nation culture and the Carrier language.
2. The Final Agreement will not confer authority on Yekooche First Nation to make laws in respect of:
 - a. Intellectual Property;
 - b. the official languages of Canada; or
 - c. the prohibition of activities off Yekooche First Nation Lands,and for greater certainty, Federal Law relating to Intellectual Property and official languages apply on Yekooche First Nation Lands.
3. In the event of a Conflict between a Yekooche First Nation Law made under paragraph 1 and a Federal or Provincial Law, the Yekooche First Nation Law will prevail to the extent of the Conflict.

YEKOOCHE FIRST NATION ARTIFACTS

4. The Parties recognize the integral role of Yekooche First Nation Artifacts in the continuation of Yekooche First Nation culture, values, and traditions, whether those artifacts are held by any one of the Parties.
 5. If Yekooche First Nation Artifacts are held by the Canadian Museum of Civilization, the Canadian Museum of Civilization and Yekooche First Nation will negotiate and attempt to reach agreement for custodial arrangements for those Yekooche First Nation Artifacts.
 6. If Yekooche First Nation Artifacts are held by Parks Canada, Parks Canada and Yekooche First Nation may negotiate and attempt to reach agreement for custodial arrangements for those Yekooche First Nation Artifacts.
 7. British Columbia and Yekooche First Nation will negotiate and attempt to reach agreement for the sharing of any Yekooche First Nation Artifacts held by the Royal British Columbia Museum.
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8. At the request of the Yekooche First Nation, Canada will use reasonable efforts to facilitate the Yekooche First Nation's access to Yekooche First Nation Artifacts that are held in other public collections.
9. The Final Agreement will set out any Yekooche First Nation Artifacts that are subject to agreements between the Parties under paragraphs 5, 6 and 7.
10. After the Effective Date, Yekooche First Nation will own any Yekooche First Nation Artifacts discovered within Yekooche First Nation Lands, unless another person establishes ownership.
11. After the Effective Date, if a Yekooche First Nation Artifact discovered off Yekooche First Nation Lands comes into the permanent possession of or under the control of Canada, Canada may lend the Yekooche First Nation Artifact to the Yekooche First Nation in accordance with any agreements negotiated with Yekooche First Nation, and Canada may transfer the Yekooche First Nation Artifact to Yekooche First Nation.

YEKOOCHE FIRST NATION ANCIENT HUMAN REMAINS

12. If, after the Effective Date, any Ancient Human Remains of Yekooche First Nation ancestry or Associated Burial Objects comes into the possession of Canada or British Columbia, Canada or British Columbia will, at the request of Yekooche First Nation, transfer the Ancient Human Remains or Associated Burial Objects to Yekooche First Nation, in accordance with Federal and Provincial Law and federal and provincial policies and protocols.
13. The Yekooche First Nation will resolve any competing claims with other First Nations to Ancient Human Remains or Associated Burial Objects and will provide Canada and British Columbia with written confirmation of the settlement of the dispute before further negotiations of the transfer of Ancient Human Remains or Associated Burial Objects.

HERITAGE SITES

14. Yekooche First Nation may develop processes, comparable to British Columbia processes, to manage Heritage Sites on Yekooche First Nation Lands in order to preserve Yekooche First Nation and other heritage values associated with those sites from proposed land and resource activities that may affect those sites.

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15. British Columbia and Yekooche First Nation will negotiate and attempt to reach agreement on a list of key sites of cultural and historic significance outside Yekooche First Nation Lands to be protected through provincial Heritage Site designation or through other measures agreed to by British Columbia and Yekooche First Nation.

PLACE NAMES

16. Yekooche First Nation and British Columbia will negotiate and attempt to reach agreement on a list of key geographic features, set out in the Final Agreement, to be named or renamed in the Yekooche First Nation language, subject to provincial requirements.
17. After the Effective Date, Yekooche First Nation may propose that British Columbia name or rename other geographic features with Yekooche First Nation names, and British Columbia will consider those proposals in accordance with provincial policies and procedures.
18. At the request of Yekooche First Nation, British Columbia will record Yekooche First Nation names and historic background information submitted by Yekooche First Nation for inclusion in the British Columbia geographic names data base for the geographic features that are set out in the Final Agreement, in accordance with provincial policy and procedures.

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GOVERNANCE

YEKOOCHE FIRST NATION SELF-GOVERNMENT

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

LEGAL STATUS AND CAPACITY

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

AUTHORITY TO MAKE LAWS

6. The Parties will negotiate the nature and scope of Yekooche First Nation Government's authority to make laws to be set out in the Final Agreement or the Governance Agreement, including to whom Yekooche First Nation Law applies, and where and when Yekooche First Nation Law applies.
 7. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on certain thresholds for exercising some of the law-making authority contemplated in this chapter and the scope of such thresholds' application.
 8. Federal and Provincial Law will apply concurrently with Yekooche First Nation Law.
 9. In addition to the authority to make laws provided for in other chapters in this Agreement, Yekooche First Nation Government will have the authority to make laws to be set out in the Final Agreement in respect of:
 - a. aspects of elementary and secondary education provided by Yekooche First Nation that meets provincial standards for:
 - i. curriculum, examination, and other standards that allow for transfer of students between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary systems, and
 - ii. certification of teachers regarding the provision of instruction in respect of Carrier language and culture;
 - b. aspects of preschool;
 - c. Child and Family Services provided by Yekooche First Nation on Yekooche First Nation Lands that include standards comparable to provincial standards for the safety and well-being of children and families;
 - d. adoption of Yekooche First Nation children that include provisions to ensure that the best interests of the child are paramount;
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- e. Yekooche First Nation culture, Yekooche First Nation language, and Yekooche First Nation cultural property but not Intellectual Property or official languages of Canada;
 - f. Yekooche First Nation membership, excluding matters dealing with Canadian citizenship, entry into Canada, or registration under the *Indian Act*;
 - g. Yekooche First Nation assets on Yekooche First Nation Lands; and
 - h. management, operation, and financial administration of Yekooche First Nation Government.
10. The Final Agreement will set out the relationship of laws in the event of a Conflict between a Yekooche First Nation Law made under paragraph 9 and a Federal or Provincial Law.
 11. Yekooche First Nation will provide assurances in the Governance Agreement that it represents all Yekooche First Nation People, and it enters into the Governance Agreement on behalf of all Yekooche First Nation People who have any aboriginal rights, including aboriginal title in Canada, or any claims to such rights.
 12. On the Effective Date, the Parties will enter into a Governance Agreement. The Yekooche First Nation Constitution will be consistent with the Governance Agreement, and will provide that the Governance Agreement sets out the law-making authorities in paragraph 19 of this chapter.
 13. The Governance Agreement, once ratified by the Parties, will be legally binding on the Parties and on all persons, and can be relied on by all Parties and all persons.
 14. The Governance Agreement will not be part of the Final Agreement and will not be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
 15. The Governance Agreement will not recognize, affirm, deny, abrogate, or derogate from Yekooche First Nation aboriginal rights which rights are not modified into rights in the Final Agreement.
 16. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, legislation to bring into effect the Governance Agreement.
 17. Ten years after the Effective Date, the Parties will review the Governance Agreement to determine if any amendments are required.
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18. After the initial review under paragraph 17, at the request of a Party, the Parties will review the Governance Agreement.
 19. In addition to the authority to make laws referred to in paragraph 9, Yekooche First Nation Government will have the authority to make laws, to be set out in the Governance Agreement, in respect of:
 - a. aspects of elementary and secondary education provided by Yekooche First Nation that meet provincial standards for curriculum, examination, and other standards that allow for transfers of students between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary systems;
 - b. aspects of preschool;
 - c. Family Development Services provided by Yekooche First Nation on Yekooche First Nation Lands that include standards comparable to provincial standards for the safety and well-being of children and families;
 - d. aspects of administration of justice provided by Yekooche First Nation ;
 - e. solemnization of marriage;
 - f. social services provided by Yekooche First Nation;
 - g. income support provided by Yekooche First Nation;
 - h. health services provided by Yekooche First Nation;
 - i. post-secondary education provided by Yekooche First Nation on Yekooche First Nation Lands, that includes standards comparable to provincial standards, including the establishment of post-secondary institutions that have the ability to grant diplomas but not degrees;
 - j. buildings, structures, and public works on the Yekooche First Nation Lands;
 - k. emergency preparedness provided by Yekooche First Nations on Yekooche First Nation Lands;
 - l. fire protection provided by Yekooche First Nation on Yekooche First Nation Lands;
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- m. traffic and transportation on Yekooche First Nation Lands; and
 - n. regulation, control or prohibition of actions or activities on Yekooche First Nation Lands that constitute, or may constitute, a nuisance, a trespass, a danger to public health, or a threat to peace, order, and safety.
- 20. The Governance Agreement will set out the relationship of laws in the event of a Conflict between a Yekooche First Nation Law made under paragraph 19 and a Federal or Provincial Law.
 - 21. The placement of law-making authorities set out in paragraphs 9 and 19 that will be exercised by Yekooche First Nation Government will be reviewed and amended if necessary before the Final Agreement. The Parties will place all negotiated authorities relating to lands and resources in the Final Agreement.
 - 22. The Parties may negotiate Yekooche First Nation Government's authority to make laws with respect to other matters as agreed to by the Parties in the Final Agreement.
 - 23. For greater certainty, the authority of Yekooche First Nation Government to make laws in respect of a subject matter, as set out in the Final Agreement and the Governance Agreement, will include the authority to make laws and to do other things as may be necessarily incidental to exercising its authority.
 - 24. Yekooche First Nation Government may make laws and do other things that may be necessary to enable Yekooche First Nation and Yekooche First Nation Government to exercise its rights, or to carry out its responsibilities, under the Final Agreement.
 - 25. The Final Agreement will set out the relationship of laws in the event of a Conflict between a Yekooche First Nation Law made under paragraph 23 or 24 and a Federal or Provincial Law.

YEKOOCHE FIRST NATION CONSTITUTION

- 26. Yekooche First Nation will have a Constitution, consistent with the Final Agreement which will provide:
 - a. for a democratic Yekooche First Nation Government, including its duties, composition, and membership;
 - b. that Yekooche First Nation Government will be accountable to its Yekooche First Nation Citizens;
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- c. that Yekooche First Nation Government will hold elections at least every five years;
- d. a process for removal of members of a Yekooche First Nation Government;
- e. for financial administration comparable to standards generally accepted for governments in Canada;
- f. for conflict of interest rules comparable to those generally accepted for governments in Canada;
- g. for recognition and protection of rights and freedoms of Yekooche First Nation Citizens;
- h. that every person who is enrolled under the Final Agreement is entitled to be a Yekooche First Nation Citizen;
- i. that the Final Agreement sets out the authority of Yekooche First Nation Government to make laws;
- j. the process for the enactment of laws by Yekooche First Nation Government;
- k. for challenging the validity of Yekooche First Nation Law;
- l. that Yekooche First Nation Constitution prevails over other Yekooche First Nation Law;
- m. for the establishment of Yekooche First Nation Public Institutions;
- n. for conditions under which Yekooche First Nation may dispose of lands or interests in lands;
- o. for a transitional Yekooche First Nation Government from the Effective Date until the first election of Yekooche First Nation Government;
- p. for amendment of Yekooche First Nation Constitution; and
- q. for other provisions.

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27. Yekooche First Nation Constitution, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

YEKOOCHE FIRST NATION GOVERNMENT STRUCTURE

28. The Final Agreement will contain provisions setting out the structure of Yekooche First Nation Government.

YEKOOCHE FIRST NATION ELECTIONS

29. Elections for Yekooche First Nation Government will be held in accordance with the Yekooche First Nation Constitution and other Yekooche First Nation Law.

APPEAL AND REVIEW OF ADMINISTRATIVE ACTIONS AND DECISIONS

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

REGISTRY OF YEKOOCHE FIRST NATION LAWS

33. Yekooche First Nation Government will:
- a. maintain a public registry of Yekooche First Nations Law in the English language and, at the discretion of Yekooche First Nation Government, in the Carrier Language; and
 - b. provide Canada and British Columbia with copies of Yekooche First Nation Laws as soon as practicable after they have been enacted.

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INDIVIDUALS WHO ARE NOT YEKOOCHE FIRST NATION CITIZENS

34. The Final Agreement and the Governance Agreement will provide opportunities or processes for participation by individuals who are not Yekooche First Nation Citizens, residing on or having a property interest in Yekooche First Nation Lands, regarding decisions of the Yekooche First Nation Government and Yekooche First Nation Public Institutions that affect them.
35. Yekooche First Nation Government will Consult with individuals who are not Yekooche First Nation Citizens, residing on or having a property interest in Yekooche First Nation Lands, regarding proposed Yekooche First Nation Government decisions that may directly and significantly affect them.
36. Yekooche First Nation Government will provide that individuals who are not Yekooche First Nation Citizens, residing on or having a property interest in Yekooche First Nation Lands, will have access to the appeal and review procedures under paragraphs 30 and 31.

TRANSITIONAL PROVISIONS

37. The Final Agreement and Governance Agreement will include provisions for the transition from Yekooche Indian Band to Yekooche First Nation Government.

PENALTIES

38. Yekooche First Nation Government may provide for the imposition of penalties, including fines, restitution, and imprisonment for the violation of Yekooche First Nation Law, within the limits set out for summary conviction offences in the *Criminal Code of Canada* or the *Offence Act*, except as set out in the Final Agreement.

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INDIAN ACT TRANSITION

GENERAL

1. The Final Agreement will provide that the *Indian Act* applies with any modifications that the circumstances require to the estate of a person who died testate or intestate before the Effective Date and who, at the time of death, was a member of the Yekooche Indian Band.
 2. Before the Effective Date, Canada will take reasonable steps to:
 - a. notify in writing all members of the Yekooche Indian Band who have deposited wills with the Minister; and
 - b. provide information to persons who may be eligible to be enrolled under the Final Agreement,

that their wills may not be valid after the Effective Date and that their wills should be reviewed to ensure validity under Provincial Law.
 3. The Final Agreement will provide that section 51 of the *Indian Act* applies with any modifications that the circumstances require to the property and estate of a Yekooche First Nation Citizen:
 - a. who was “a mentally incompetent Indian” as defined in the *Indian Act* immediately before the Effective Date; and
 - b. whose property and estate was under the authority of the Minister under section 51 of the *Indian Act* immediately before the Effective Date,

until they are no longer a “mentally incompetent Indian”.
 4. Sections 52, 52.2, 52.3, 52.4 and 52.5 of the *Indian Act* apply with any modifications that the circumstances require to the administration of any property to which a Yekooche First Nation Citizen who is an infant child of an Indian is entitled, if the Minister was administering that property under the *Indian Act* immediately before the Effective Date, until the duties of the Minister in respect of the administration have been discharged.
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CONTINUATION OF *INDIAN ACT* BYLAWS

5. The bylaws of the Yekooche Indian Band that were in effect immediately before the Effective Date have effect for 6 months after the Effective Date on Yekooche First Nation Lands.
6. The relationship between a bylaw referred to in paragraph 5, and Federal and Provincial Law, will be governed by the provisions of the Final Agreement governing the relationship between Yekooche First Nation Law and Federal and Provincial Law in respect of the subject matter of the bylaw.
7. Yekooche First Nation Government may repeal, but not amend, a bylaw referred to in paragraph 5.
8. Nothing in the Final Agreement precludes a person from challenging the validity of a bylaw referred to in paragraph 5.

TRANSFER OF BAND ASSETS

9. Subject to the Final Agreement, on the Effective Date, all of the rights, titles, interests, assets, obligations and liabilities of the Yekooche Indian Band vest in Yekooche First Nation and the Yekooche Indian Band ceases to exist.

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FISCAL RELATIONS

FISCAL FINANCING AGREEMENTS

1. Every five years, or other periods as may be agreed, the Parties will negotiate and attempt to reach agreement on Yekooche First Nation fiscal agreements which will set out:
 - a. those programs and services, to be made available by Yekooche First Nation to Yekooche First Nation Citizens and, where applicable, all other occupants of Yekooche First Nation Lands, for which Canada or British Columbia, or both, will provide funding ("agreed-upon programs and services");
 - b. the amounts of the funding to be provided by Canada or British Columbia, or both, to support the provisions of the agreed-upon programs and services;
 - c. how the funding will be provided; and
 - d. other matters as the Parties may agree.

 2. In negotiating Yekooche First Nation fiscal agreements in respect of the agreed-upon programs and services, the Parties will take into account the following:
 - a. the financial resources to support Yekooche First Nation in providing, either directly or indirectly, such as through purchase or joint delivery arrangements, agreed-upon programs and services reasonably comparable to programs and services available in aboriginal and non-aboriginal communities of similar size and circumstance in North-Central British Columbia;
 - b. opportunities for economies of scale, such as by entering into cooperative arrangements with other governments, First Nations or existing service providers, in order to achieve efficiency and effectiveness in the provision of agreed-upon programs and services;
 - c. affordability in relation to prevailing federal, provincial and Yekooche First Nation fiscal policies;
 - d. the desirability of reasonably stable, predictable and flexible funding arrangements;
 - e. existing levels of federal and provincial funding provided to Yekooche First Nation;
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- f. Yekooche First Nation's own source revenue capacity determined in accordance with this chapter;
 - g. the costs of operating Yekooche First Nation Government;
 - h. adjustments to base funding such as price and volume, which may include consideration of the number of Yekooche First Nation Citizens; and
 - i. other matters agreed to by the Parties.
 3. Until the first fiscal agreement comes into effect, Yekooche First Nation will continue to receive federal and provincial funding if it meets the criteria and in accordance with conditions in effect from time to time.
 4. If the Parties do not reach a further fiscal agreement by the expiry date of a fiscal agreement, the fiscal agreement will continue in effect for two years from its original expiry date, or for any other period that the Parties may agree while they attempt to reach a further fiscal agreement.
 5. Setting out Yekooche First Nation Government authorities, including law-making authorities in the Final Agreement, will not create or imply any financial obligations or service responsibility for any Party.
 6. In negotiating fiscal agreements, the Parties will consider procedures for:
 - a. negotiating subsequent fiscal agreements;
 - b. assuming or transferring responsibility for the provision of agreed-upon programs and services for the term of the fiscal agreement;
 - c. negotiating the addition of programs and services within the term of a fiscal agreement;
 - d. payment of funds to the Yekooche First Nation under a fiscal agreement;
 - e. the collection and exchange of information, including statistical information, to facilitate the implementation of the fiscal agreements;
 - f. dispute resolution in relation to the fiscal agreements;
 - g. the accountability of the Yekooche First Nation to the funding governments; and
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- h. other procedures agreed to by the Parties.
7. In negotiating the first fiscal agreement, the Parties will take into account, in addition to paragraph 2, the following:
 - a. the start-up costs of operating the Yekooche First Nation Government under the Final Agreement; and
 - b. the level and condition of agreed-upon physical community infrastructure assets and the management, maintenance and replacement costs of those assets over time.
 8. Unless the Parties otherwise agree, they will initial the first fiscal agreement no later than the date at which the Final Agreement is initialed and the first fiscal agreement will come into effect on the Effective Date of the Final Agreement.
 9. Any fiscal agreements or own source revenue agreements among the Parties will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 or 35 or the *Constitutional Act, 1982*.
 10. Any amounts required for the purposes of a fiscal agreement or any other funding agreement are subject to appropriations by the Parliament of Canada or the Legislative Assembly of British Columbia for those purposes.

YEKOOCHE FIRST NATION REVENUE

11. The Yekooche First Nation will contribute to the funding of agreed-upon programs and services from its own source revenues and it is the shared objective of the Parties that as Yekooche First Nation's own source revenues increase, Yekooche First Nation's reliance on transfers will be reduced.
 12. Yekooche First Nation's own source revenue capacity will not be taken into account so as to unreasonably reduce the incentive for the Yekooche First Nation to raise revenues.
 13. Before initialing the Final Agreement, the Parties will explore the issue of reasonably equitable treatment as it relates to Yekooche First Nation commercial activities and other commercial activities in British Columbia.
-

YEKOOOCHE FIRST NATION
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14. Before initialing the Final Agreement, the Parties will set out in a fiscal agreement or an own source revenue agreement:
 - a. a definition of own source revenue capacity; and
 - b. how and when own source revenue capacity will be taken into account to determine the amount of funding provided by Canada or British Columbia, or both, under the fiscal agreement.

15. In calculating Yekooche First Nation's own source revenue capacity, all Yekooche First Nation revenues will be included except for the following:
 - a. capital transfer payments under the Final Agreement;
 - b. any federal or provincial payments under fiscal agreements;
 - c. proceeds from the sale of First Nation Lands; and
 - d. other matters agreed to by the Parties in the Final Agreement.

There is an outstanding issue among the Parties with respect to federal and provincial payments that are made outside of fiscal agreements. The Parties will agree on the own source revenue treatment of these payments before conclusion of the Final Agreement.

16. Before the initialing of the Final Agreement, the Parties will negotiate and specify a schedule for phasing in, over a number of years, the own source revenue capacity of Yekooche First Nation that is taken into account in determining the funding amount to be transferred by Canada or British Columbia, or both, to Yekooche First Nation under a fiscal agreement.

OTHER

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

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CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

CAPITAL TRANSFER

1. The Capital Transfer from Canada and British Columbia to Yekooche First Nation will be \$6.5 million and will be paid in accordance with the provisions of this chapter.
2. A provisional schedule of payments will be negotiated before initialing of the Final Agreement such that:
 - a. the timing and amounts of payments in the provisional schedule of payments will provide for a first payment to Yekooche First Nation on the Effective Date and subsequent payments on the anniversary of the Effective Date;
 - b. the net present value of the amounts listed in the provisional schedule of payments will equal the amount set out in paragraph 1; and
 - c. the net present value of the amounts listed in the provisional schedule of payments will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available before the initialing of the Final Agreement from the Department of Finance, Canada, less one eighth of one percent.

3. A final schedule of payments will be determined approximately three months before the Effective Date in accordance with the following formula:

$$FinalAmount = ProvisionalAmount \times \left[\frac{EffectiveDateFDDIPI}{XthQ200XFDDIPI} \right]$$

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

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

"Effective Date FDDIPI" refers to the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter before the Effective Date;

"Xth Q 200X FDDIPI" refers to the value of the Canada FDDIPI for the X quarter of the year 200X; and

the Effective Date FDDIPI and Xth Q 200X FDDIPI values used will be the latest published values available from Statistics Canada one month before the Effective Date.

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4. British Columbia and, subject to paragraph 10, Canada will make payments to Yekooche First Nation in accordance with the final schedule of payments determined under paragraph 3.

REVENUE SHARING

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

NEGOTIATION LOAN REPAYMENT

6. On the date of the initialing of the Final Agreement, Canada will determine the outstanding amount of negotiation loans made by Canada to Yekooche First Nation, including any interest that may have accrued to that date, in accordance with negotiation loan agreements.
 7. At the same time, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in paragraph 6, such that the repayments will be proportional to the provisional schedule of payments referred to in paragraph 2.
 8. This provisional schedule will use an interest rate equal to the discount rate referred to in paragraph 2.c.
 9. A final schedule of loan repayment amounts will be determined approximately 3 months before the Effective Date, or as soon as the Effective Date is known, whichever is closest to the Effective Date, by:
 - a. determining the amount of any additional loans made by Canada to Yekooche First Nation after the initialing of the Final Agreement and before the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with negotiation loan agreements; and
 - b. prorating the additional amounts in subparagraph 9.a over the provisional repayment schedule.
 10. Canada may deduct any amounts due under the final schedule of loan repayments referred to in paragraph 9 from Capital Transfer payments payable to Yekooche First Nation under paragraph 4.
-

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11. Yekooche First Nation may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in paragraph 9.

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TAXATION

TAXATION POWERS

1. Yekooche First Nation Government may make laws in respect of direct taxation of Yekooche First Nation Citizens on Yekooche First Nation Lands in order to raise revenue for Yekooche First Nation Government purposes.
2. Yekooche First Nation powers provided for in paragraph 1 will not limit the taxation powers of Canada or British Columbia.
3. A Yekooche First Nation Law made under this chapter is subject to relevant obligations of Canada under international agreements respecting taxation.

OTHER TAXATION POWERS AGREEMENTS

4. From time to time, Canada or British Columbia may enter into negotiations and attempt to reach a taxation agreement with Yekooche First Nation in relation to the following matters:
 - a. the manner in which taxation by Yekooche First Nation will be coordinated with existing federal and provincial tax systems; and
 - b. the extent to which Yekooche First Nation may enact laws for the direct taxation of persons on Yekooche First Nation Lands who are not Yekooche First Nation Citizens.
 5. Before the Final Agreement, Yekooche First Nation and British Columbia will negotiate and attempt to reach agreement on terms and conditions:
 - a. upon which Yekooche First Nation will have authority to impose real property tax on all persons in respect of those persons' interests in Yekooche First Nation Lands; and
 - b. to relieve all persons from real property taxation imposed under authority of British Columbia in respect of their interests in Yekooche First Nation Lands.
 6. In paragraphs 4 and 5 "person" includes an individual, a partnership, a corporation, a trust, an unincorporated association or other entity or government or any agency or political subdivision thereof, and their heirs, executors, administrators and other legal representatives.
-

YEKOOCHE FIRST NATION
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YEKOOCHE FIRST NATION LANDS

7. Yekooche First Nation will not be subject to taxation of land, or interests in land, on Yekooche First Nation Lands on which there are no improvements or on which there is an improvement all or substantially all of which is used for a public purpose and not for a profitable purpose.

INDIAN ACT TRANSITION

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

YEKOOCHE FIRST NATION CAPITAL

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

12. Any consequential taxation, tax administration, or Taxation Treatment Agreements negotiated under paragraphs 4, 5, or 13 are not treaties or a land claims agreements, within the meaning of section 35 of the *Constitution Act, 1982*.

TAXATION TREATMENT AGREEMENT

13. Before the Final Agreement, the Parties will enter into a Taxation Treatment Agreement that will take effect on the Effective Date.
14. In addition to paragraphs 15 to 18, the Parties will negotiate and attempt to reach agreement on the following elements to be included in a Taxation Treatment Agreement:
- a. the tax treatment of Yekooche First Nation Government, including any subsidiary, in respect of federal and provincial sales taxes;
 - b. any other taxation related matter that the Parties agree to include in the Taxation Treatment Agreement.
15. For the purposes of sections 149(1)(c) of the *Income Tax Act*, Yekooche First Nation Government will be deemed to be a public body performing a function of government in Canada.
16. For the purposes of sections 149(1)(d) to 149(1)(d.6) and subsections 149(1.1) to 149(1.3) of the *Income Tax Act*, Yekooche First Nation Government will be deemed to be a municipality in Canada.
17. The Yekooche First Nation Government will be deemed to be a qualified donee for the purposes of the *Income Tax Act*.

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18. Yekooche First Nation will be treated as a public authority designated under section 32 of the *Cultural Property Export and Import Act*, and any non-profit organization established by Yekooche First Nation to receive, store and display cultural objects will be treated as an institution designated under that section of that Act, if Yekooche First Nation or the non-profit organization, as the case may be:
- a. has
 - i. a facility that meets the environmental requirements of the Minister of Canadian Heritage in respect of long-term storage and display of cultural objects; or
 - ii. the use, by virtue of an agreement with a public authority or an institution, that are designated under section 32 of the *Cultural Property Export and Import Act*, of a facility that meets the environmental requirements of the Minister of Canadian Heritage, until such time as Yekooche First Nation or the non-profit organization has a facility that meets those requirements; and
 - b. uses either facility to store or display cultural objects, including any that are donated to it and that are included in 'total cultural gifts' within the meaning of subsection 118.1(1) of the *Income Tax Act* for the purposes of computing the income tax liability of the donor.

OTHER

19. Before the Final Agreement, the Parties will negotiate and attempt to reach agreement to determine the placement of the provisions in this chapter in the Final Agreement or another agreement under the Final Agreement.

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IMPLEMENTATION

GENERAL

1. The Parties will, before the initialing of the Final Agreement, conclude an implementation plan that will take effect on the Effective Date of the Final Agreement and have a term of 10 years.

IMPLEMENTATION PLAN

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

YEKOOCHE FIRST NATION
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IMPLEMENTATION WORKING GROUP

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

IMPLEMENTATION COMMITTEE

5. On the Effective Date of the Final Agreement, the Parties will establish a tripartite Implementation Committee.
 6. The Implementation Committee will have a term of 10 years that may be renewed or extended upon agreement by the Parties.
 7. The Parties will each appoint one member as their representative to the Implementation Committee.
 8. The Implementation Committee will:
 - a. establish its own procedures and operating guidelines;
 - b. develop a communications strategy in respect of the implementation and content of the Final Agreement;
 - c. provide a forum for the Parties to discuss the implementation of the Final Agreement;
 - d. provide for the preparation of annual reports on the implementation of the Final Agreement; and
 - e. before the expiry of the implementation plan, advise the Parties on the further implementation of the Final Agreement and recommend whether the implementation plan may be renewed or extended.
-

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DISPUTE RESOLUTION

GENERAL

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

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SCOPE: WHEN THIS CHAPTER APPLIES TO A DISAGREEMENT

6. This chapter is not intended to apply to all Conflicts or disputes between or among the Parties, but is limited to the Conflicts or disputes described in paragraph 7.
 7. This chapter only applies to:
 - a. a Conflict or dispute respecting:
 - i. the interpretation, application or implementation of this Agreement; or
 - ii. a breach or anticipated breach of this Agreement;
 - b. a Conflict or dispute, where provided for in this Agreement; or
 - c. negotiations required to be conducted under any provision of this Agreement that provides that the Parties, or any of them, “will negotiate and attempt to reach agreement”.
 8. This chapter does not apply to:
 - a. an agreement between or among the Parties that is ancillary, subsequent or supplemental to this Agreement unless the Parties have agreed that this chapter applies to that agreement;
 - b. the Implementation Plan; or
 - c. Conflicts or disputes where excluded from this chapter.
 9. Nothing in this chapter limits the application of a dispute resolution process, under any Federal or Provincial Law, to a Conflict or dispute involving a person if that Conflict or dispute is not a disagreement.
 10. Nothing in any Federal or Provincial Law limits the right of a Party to refer a disagreement to this chapter.
-

YEKOOOCHE FIRST NATION
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DISAGREEMENTS TO GO THROUGH STAGES

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

STAGE ONE: COLLABORATIVE NEGOTIATIONS

15. If a disagreement is not resolved by informal discussion, and a Party directly engaged in the disagreement wishes to invoke this chapter, that Party will deliver a written notice, as required under Appendix F-1, as soon as practicable to the other Parties, requiring the commencement of collaborative negotiations.
16. Upon receiving the notice under paragraph 15, a Party directly engaged in the disagreement will participate in the collaborative negotiations.

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17. A Party not directly engaged in the disagreement may participate in the collaborative negotiations by giving written notice to the other Parties, preferably before the collaborative negotiations commence.
18. If the Parties have commenced negotiations in the circumstances described in paragraph 7.c, then, for all purposes under this chapter, those negotiations will be deemed collaborative negotiations and the particular matter under negotiation will be considered a disagreement.
19. Collaborative negotiations terminate in the circumstances set out in Appendix F-1.

STAGE TWO: FACILITATED PROCESSES

20. Within 15 days of termination of collaborative negotiations that have not resolved the disagreement, a Party directly engaged in a disagreement, by delivering a notice to the other Parties, may require the commencement of a facilitated process.
21. A notice under paragraph 20:
 - a. will include the name of the Party or Parties directly engaged in the disagreement and a summary of the particulars of the disagreement; and
 - b. may propose the use of a particular facilitated process described in paragraph 24.
22. Upon receiving a notice under paragraph 20, a Party directly engaged in the disagreement will participate in a facilitated process described in paragraph 24.
23. A Party not directly engaged in the disagreement may participate in the facilitated process by giving written notice to the other Parties within 15 days of delivery of a notice under paragraph 20.

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24. Within 30 days after delivery of a notice under paragraph 20, the Parties directly engaged in the disagreement will attempt to agree to use one of the following processes:
- a. mediation under Appendix F-2;
 - b. technical advisory panel under Appendix F-3;
 - c. neutral evaluation under Appendix F-4;
 - d. elders advisory council under Appendix F-5; or
 - e. any other non-binding dispute resolution process assisted by a neutral; and
- if they fail to agree, they will be deemed to have selected mediation under Appendix F-2.
25. A facilitated process terminates:
- a. in the circumstances set out in the applicable Appendix; or
 - b. as agreed by the participating Parties, if an Appendix does not apply.

NEGOTIATING CONDITIONS

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

YEKOOCHE FIRST NATION
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SETTLEMENT AGREEMENT

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

STAGE THREE: ADJUDICATION – ARBITRATION

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

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32. Despite paragraph 31, an arbitral tribunal may make an order adding a Party as a participating Party at any time, if the arbitral tribunal considers that:
- a. the participating Parties will not be unduly prejudiced; or
 - b. the issues stated in the pleadings are materially different from those identified in the notice to arbitrate under paragraph 28 or the written agreement to arbitrate in paragraph 29

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

EFFECT OF ARBITRAL AWARD

33. An arbitral award is final and binding on all Parties whether or not a Party has participated in the arbitration.
34. Despite paragraph 33, an arbitral award is not binding on a Party that has not participated in the arbitration if:
- a. the Party did not receive copies of:
 - i. the notice of arbitration or agreement to arbitrate; or
 - ii. the pleadings and any amendments or supplements to the pleadings; or
 - b. the arbitral tribunal refused to add the Party as a participating Party to the arbitration under paragraph 32.

APPLICATION OF LEGISLATION

35. No legislation of any Party respecting arbitration, except the settlement legislation, applies to an arbitration conducted under this chapter.
36. A court must not intervene or offer assistance in an arbitration or review an arbitral award under this chapter except as provided in Appendix F-6.

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STAGE THREE: ADJUDICATION – JUDICIAL PROCEEDINGS

37. Nothing in this chapter creates a cause of action where none otherwise exists.
38. Subject to paragraph 39, at any time a Party may commence proceedings in the Supreme Court of British Columbia in respect of a disagreement.
39. A Party may not commence judicial proceedings in respect of a disagreement if the disagreement:
- a. is required to be referred to arbitration under paragraph 28 or has been agreed to be referred to arbitration under paragraph 29;
 - b. has not been referred to collaborative negotiations or a facilitated process as required under this chapter; or
 - c. has been referred to collaborative negotiations or a facilitated process that has not yet been terminated.
40. Nothing in paragraph 39.a prevents an arbitral tribunal or the participating Parties from requesting the Supreme Court of British Columbia to make a ruling respecting a question of law as permitted in Appendix F-6.

NOTICE TO PARTIES

41. If, in any judicial or administrative proceeding, an issue arises in respect of:
- a. the interpretation or validity of this Agreement; or
 - b. the validity or applicability of:
 - i. any settlement legislation; or
 - ii. any Yekooche First Nation Law;

the issue will not be decided until the party raising the issue has properly served notice on the Attorney General of British Columbia, the Attorney General of Canada and the Yekooche First Nation Government.

42. In any judicial or administrative proceeding to which paragraph 41 applies, the Attorney General of British Columbia, the Attorney General of Canada and the Yekooche First Nation Government may appear and participate in the proceedings as Parties with the same rights as any other Party.

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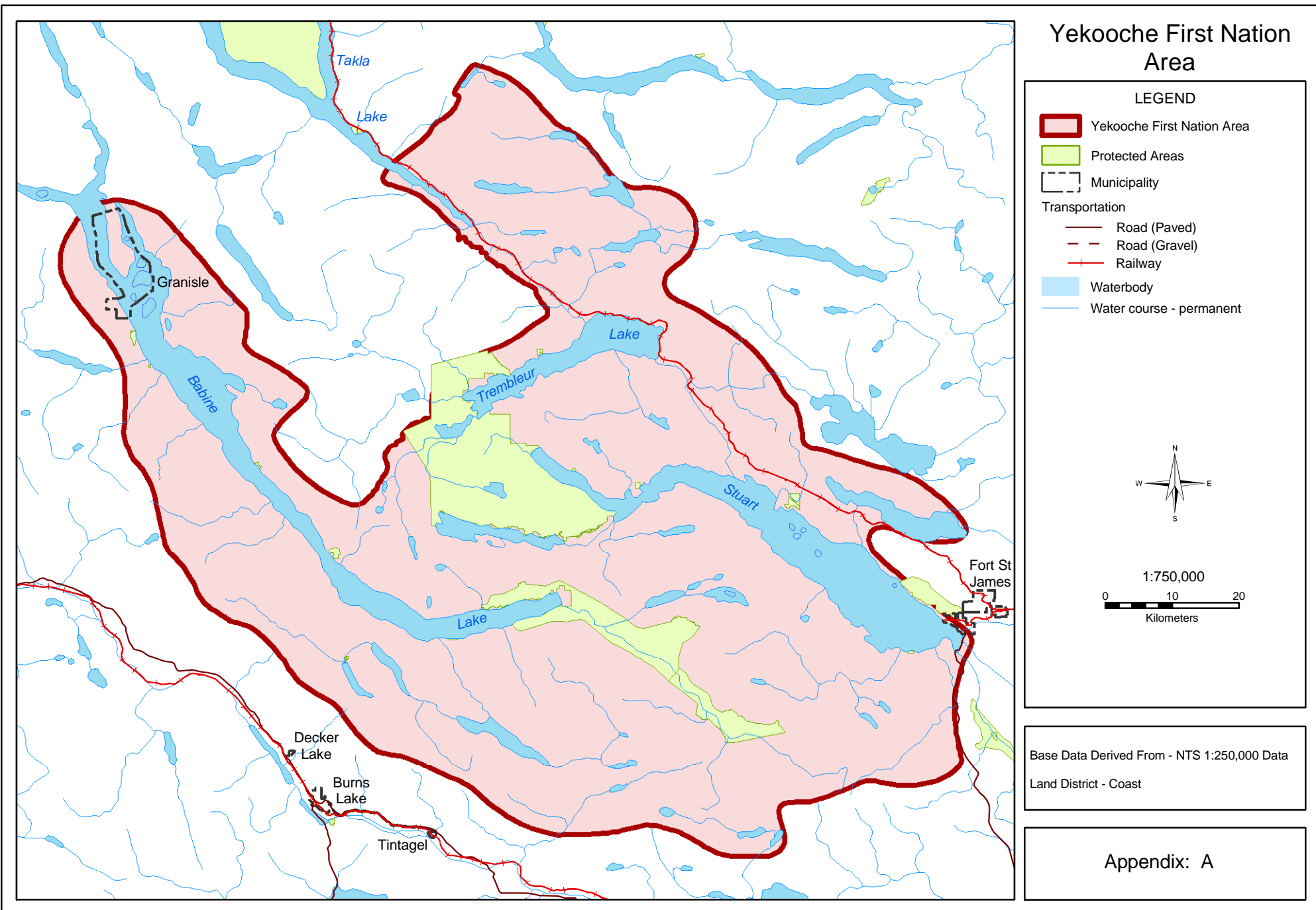
COSTS

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

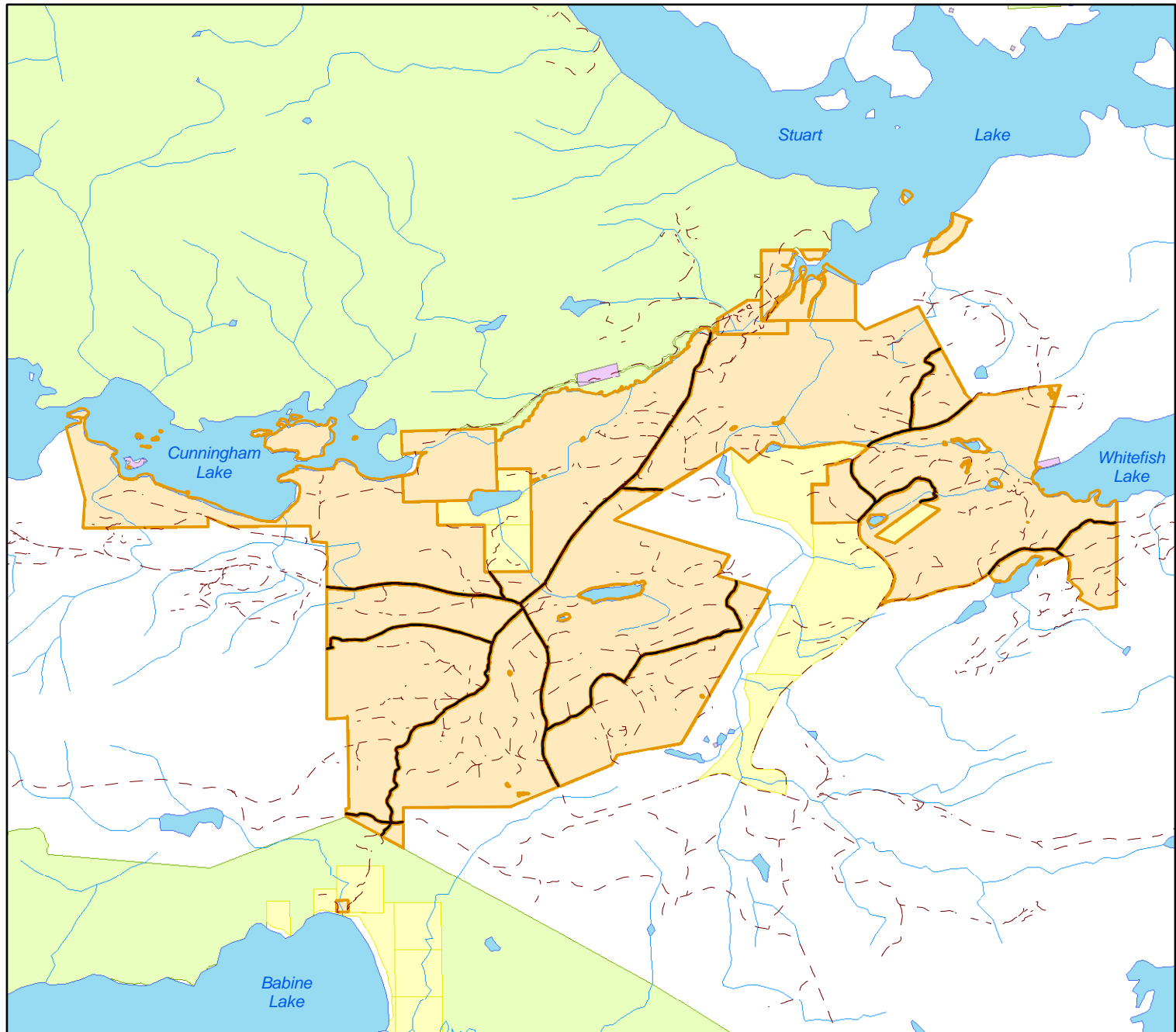
April 29, 2005

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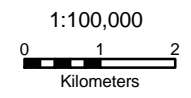
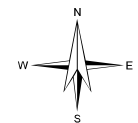


Yekooche First Nation Lands



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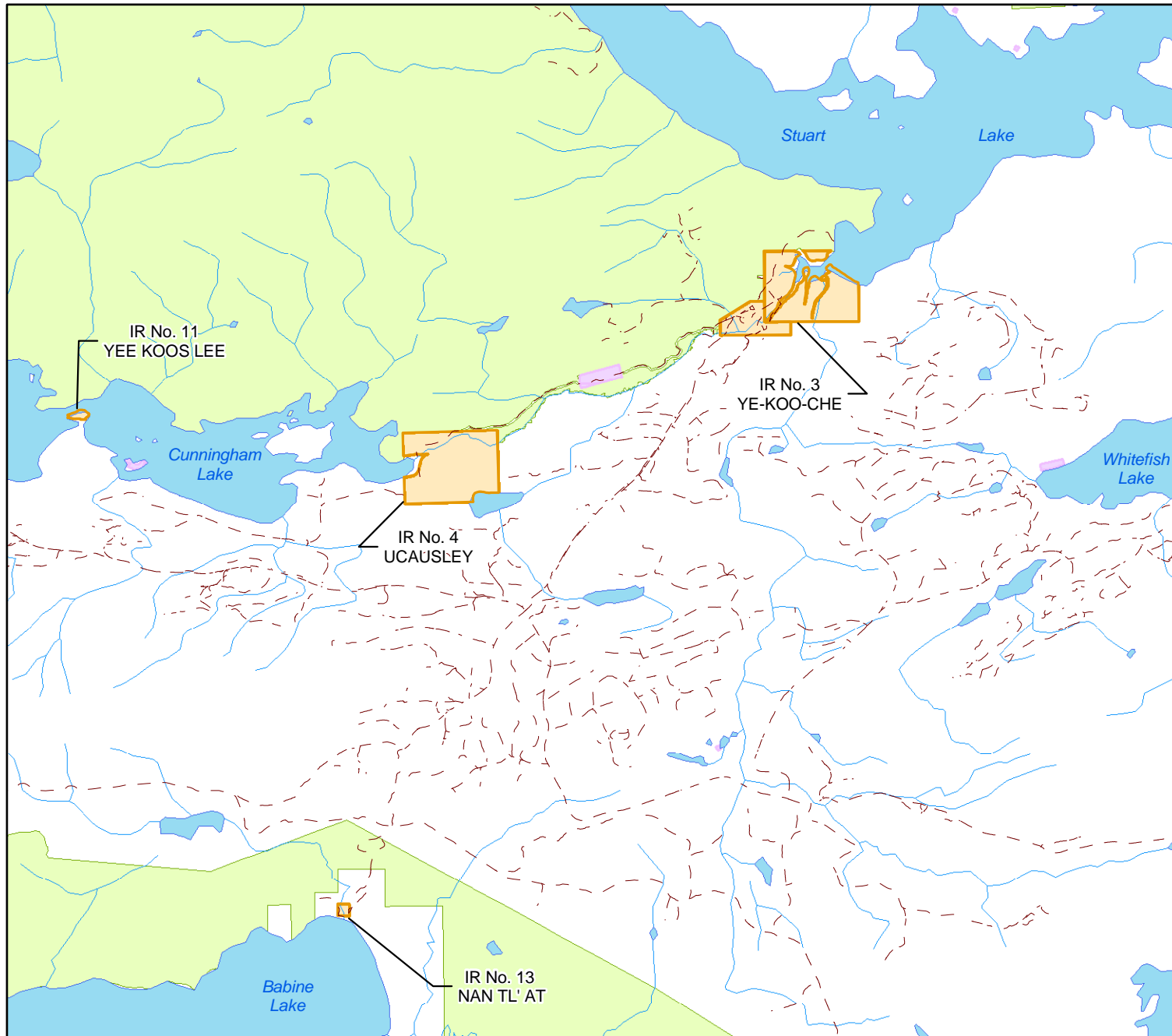
-  Yekooche First Nation Lands
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-  Other First Nations Indian Reserve
-  Protected Areas
-  Municipality
- Transportation
 -  Road (Paved)
 -  Road (Gravel)
 -  Railway
-  Waterbody
-  Water course - permanent












Base Data Derived From - NTS 1:250,000 Data
Land District - Coast

Appendix: B

Yekooche First Nation Lands - Yekooche Indian Reserves



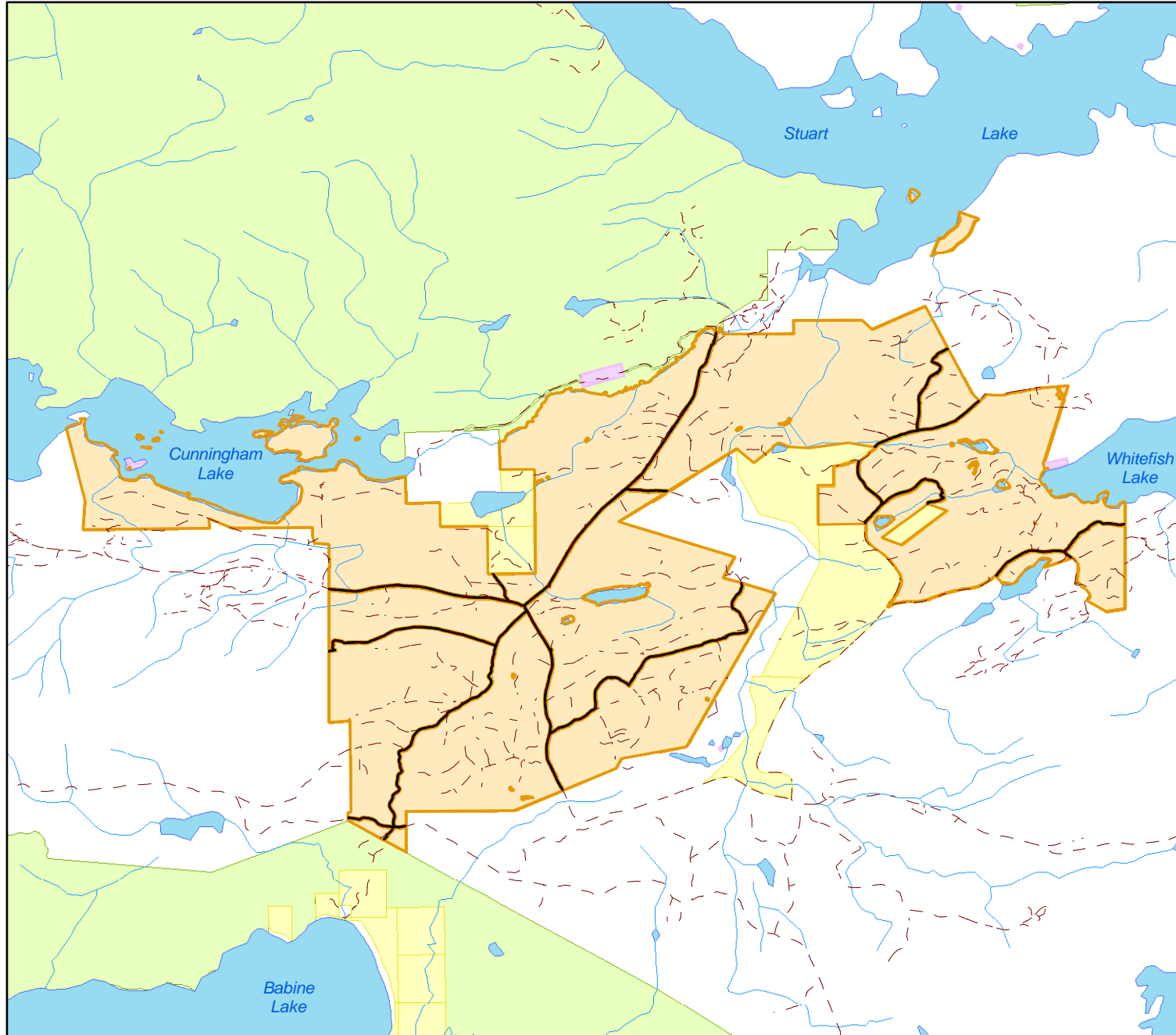
LEGEND

-  Yekooche Indian Reserves
-  Other First Nations Indian Reserve
-  Protected Areas
-  Municipality
- Transportation
 -  Road (Paved)
 -  Road (Gravel)
 -  Railway
-  Waterbody
-  Water course - permanent

Base Data Derived From - NTS 1:250,000 Data
Land District - Coast

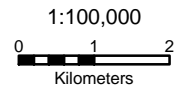
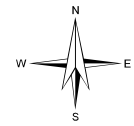
Appendix: B-1

Yekooche First Nation Lands - Provincial Crown Land



LEGEND

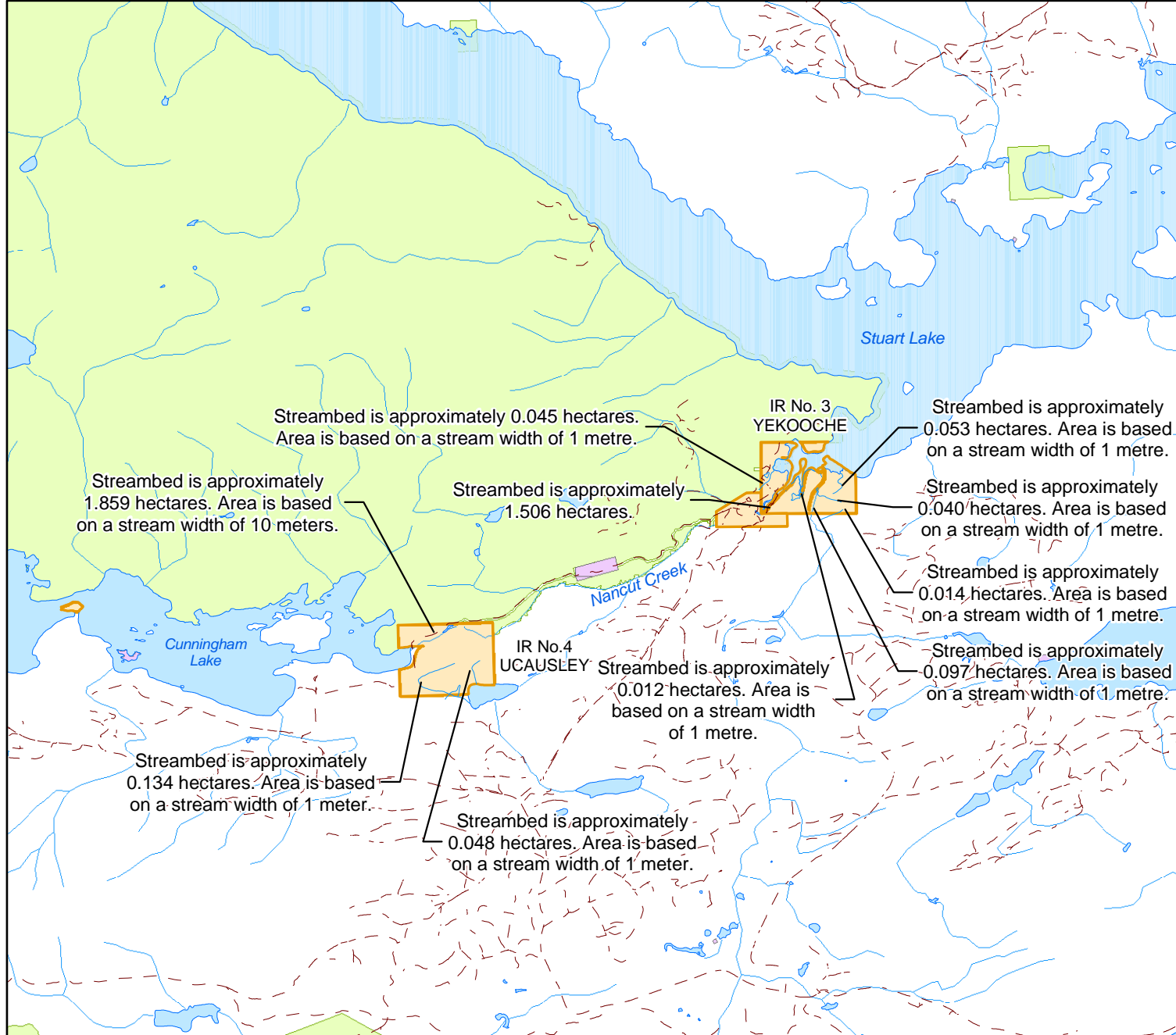
- Provincial Crown Land
- Excluded Crown Corridors
- Private Land
(excluded from Yekooche First Nation Lands)
- Other First Nations Indian Reserve
- Protected Areas
- Municipality
- Transportation**
- Road (Paved)
- Road (Gravel)
- Railway
- Waterbody
- Water course - permanent



Base Data Derived From - NTS 1:250,000 Data
Land District - Coast

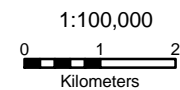
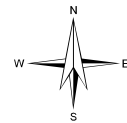
Appendix: B-2

Yekooche First Nation Lands - Submerged Reserve Lands



LEGEND

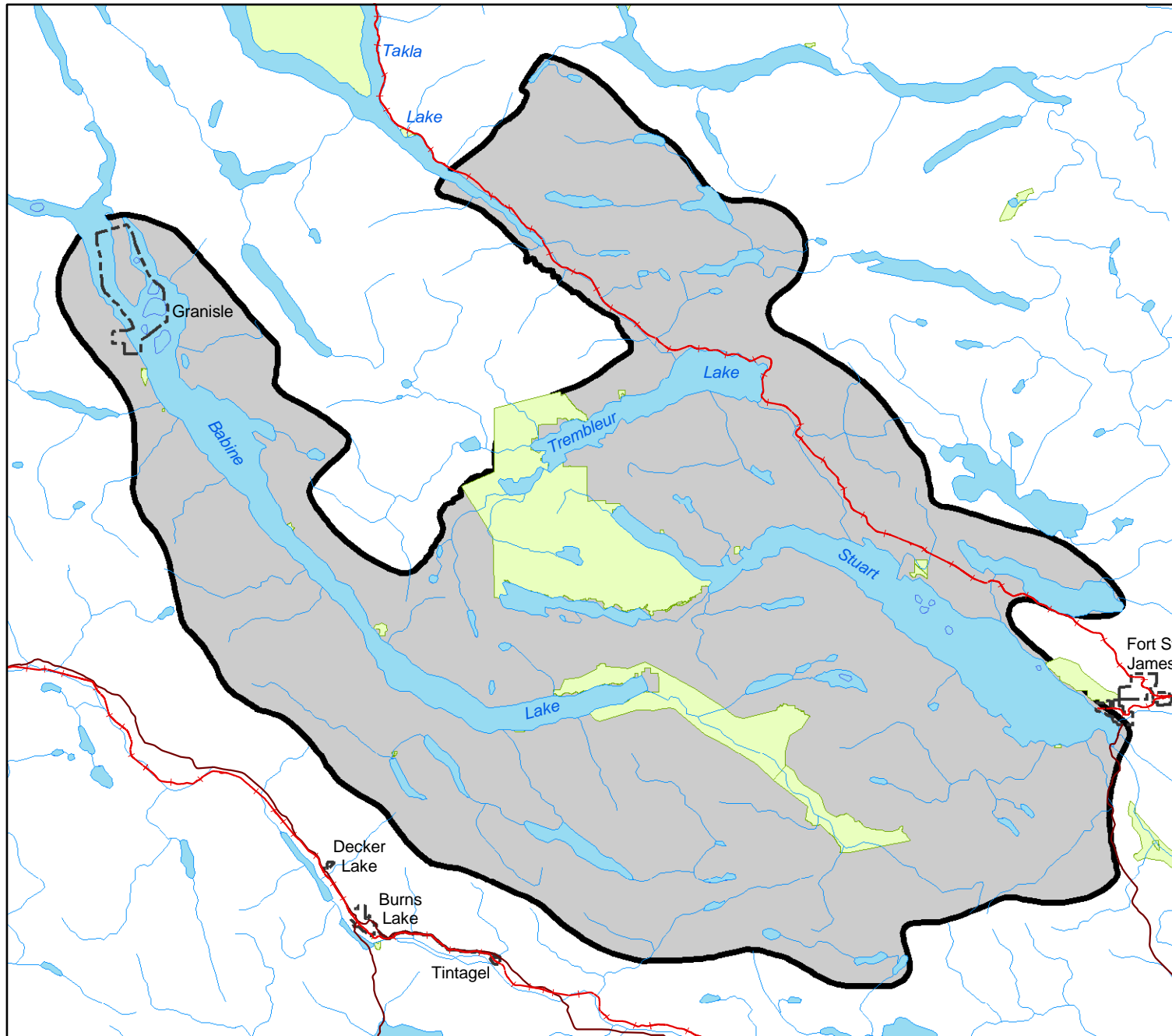
- Yekooche Indian Reserves
- Other First Nations Indian Reserve
- Protected Areas
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Railway
 - Waterbody
 - Water course - permanent



Base Data Derived From - NTS 1:250,000 Data
Land District - Coast

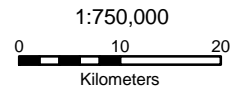
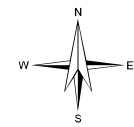
Appendix: B-3

Yekooche First Nation Wildlife & Migratory Bird Harvest Area



LEGEND

- Yekooche First Nation Wildlife & Migratory Bird Harvest Area
- Protected Areas
- Municipality
- Transportation**
 - Road (Paved)
 - Road (Gravel)
 - Railway
 - Waterbody
 - Water course - permanent



Base Data Derived From - NTS 1:250,000 Data
Land District - Coast

Appendix: C

YEKOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

April 29, 2005

APPENDIX D

MAP OF YEKOOCHE FIRST NATION FISHING AREA

Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundaries of the Yekooche First Nation Fishing Area.

YEKOOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

April 29, 2005

APPENDIX E

YEKOOOCHE FIRST NATION DOMESTIC SALMON ALLOCATIONS

Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on Yekooche First Nation domestic Salmon allocations.

YEKOOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

April 29, 2005

APPENDIX F
DISPUTE RESOLUTION
Contents to be determined before Final Agreement

YEKOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

April 29, 2005

APPENDIX G
INTERESTS ON PROVINCIAL CROWN LANDS

Interests on Yekooche First Nation Lands referred to in paragraph 9 of the Lands chapter

Guide Outfitters Licences

Current Reference	Interest
Guide Outfitter Certificate #600458	Guide Outfitter Licence
Guide Outfitter Certificate #601012	Guide Outfitter Licence
Guide Outfitter Certificate #700038	Guide Outfitter Licence

Registered Traplines

Current Reference	Interest
Registration #TR0606T004	Trapline
Registration #TR0725T020	Trapline
Registration #TR0725T021	Trapline
Registration #TR0725T022	Trapline
Registration #TR0725T023	Trapline
Registration #TR0725T024	Trapline
Registration #TR0725T025	Trapline

Crown Tenures

Current Reference	Interest
File: REC5833	Ministry of Forest Recreation Site

Roads

Current Reference	Interest
R12357 Sec A	Road Permit
R12357 Sec I	Road Permit
R12964 Sec A	Road Permit
R12964 Sec B	Road Permit
R12964 Sec C	Road Permit

YEKOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

April 29, 2005

APPENDIX H

INTERESTS ON YEKOOCHE INDIAN RESERVES

Before the Final Agreement, existing interests on Yekooche Indian Reserves referred to in paragraph 9 of the Lands chapter will be confirmed.

YEKOOOCHE FIRST NATION
AGREEMENT-IN-PRINCIPLE

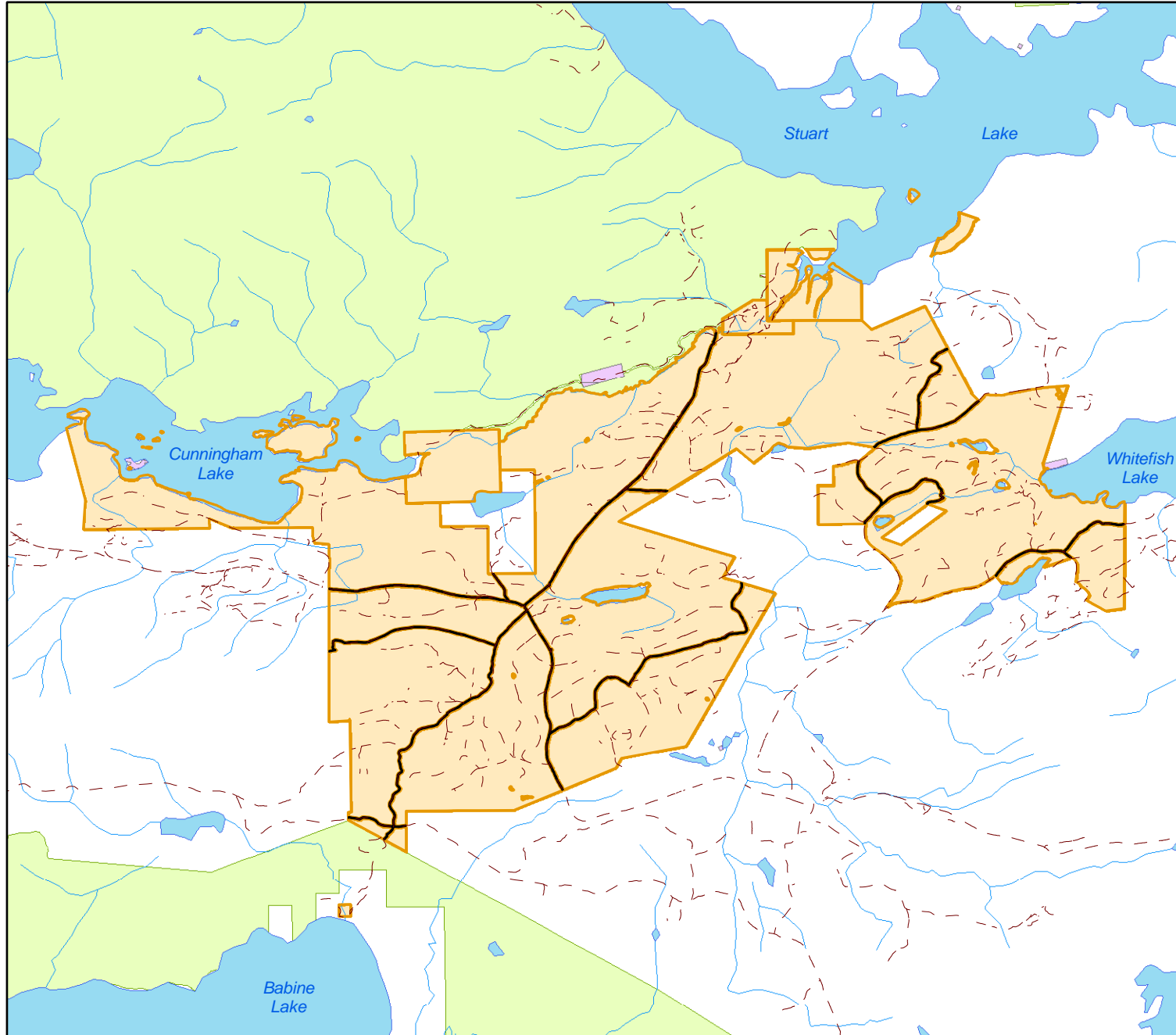
April 29, 2005

APPENDIX I

MAP OF YEKOOOCHE FIRST NATION PLANT GATHERING AREA

Before the Final Agreement, the Parties will negotiate and attempt to reach agreement on the precise boundaries of the Yekooche First Nation Plant Gathering Area

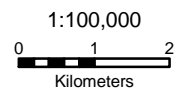
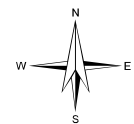
Crown Corridors Excluded from Yekooche First Nation Lands



LEGEND

- Yekooche First Nation Lands
- Excluded Crown Corridors
- Other First Nation Indian Reserve
- Protected Areas
- Municipality
- Transportation
 - Road (Paved)
 - Road (Gravel)
 - Railway
 - Waterbody
 - Water course - permanent

Width of Excluded Crown Corridors is 30m.



Base Data Derived From - NTS 1:250,000 Data
Land District - Coast

Appendix: J

Yekooche First Nation



Nilhts'i Kani
Tornado, whirlwind,
power of the wind

