

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

TABLE OF CONTENTS

IMPLEMENTATION PLAN FOR THE NISGA'A FINAL AGREEMENT	Page 1
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ANNEX A - ACTIVITY SHEETS

Lands Chapter

Initial survey of Nisga'a Lands, Category A Lands and Category B Lands	Page 5
Transfer to the Nisga'a Nation of any estate or interest in a parcel of Nisga'a Lands that escheats to the Crown	Page 7
Additions of Appendix B-1 , B-2 or B-3 Lands to Nisga'a Lands	Page 8
Offer of lands owned by British Columbia to the Nisga'a Nation	Page 10
Addition of lands contiguous with Nisga'a Lands to Nisga'a Lands	Page 12
Resolution of boundaries of Nisga'a Lands	Page 14
Agreements in respect of provincial mineral resource administrative systems on Nisga'a Lands	Page 15
Disposition or acquisition of submerged lands within Nisga'a Lands	Page 16
Grant or issue of interests or certificates of possession by the Nisga'a Nation	Page 18
Federal acquisition of interests in Nisga'a Lands and Nisga'a Fee Simple Lands	Page 20
Issuance of commercial recreation tenure	Page 24
Designation of heritage sites and naming or renaming of geographic features	Page 25
Management of and planning for the Nisga'a Memorial Lava Bed Park and Gingietl Creek Ecological Reserve	Page 27
Construction of a road across the Ecological Reserve	Page 29
Consultation with the Nisga'a Nation in respect of planning and management of provincial parks in the Nass Area	Page 31
Establishment of Bear Glacier Park	Page 32
Negotiation on the establishment of a marine park in the Nass Area	Page 33
Establishment of and applications against the Nisga'a water reservation	Page 34
Applications for water licences not to be applied against the Nisga'a water reservation ...	Page 37
Consultation with the Nisga'a Nation about application for water licenses in respect of	

streams wholly or partially within Nisga'a Lands	Page 39
Access across and interests in Nisga'a Lands related to water licences	Page 40
Nomination and appointment of a Nisga'a water bailiff	Page 42
Establishment of and applications in respect of Nisga'a Hydro Power Reservation	Page 43
Land Title Chapter	
Application for registration of indefeasible title to a parcel of Nisga'a Lands	Page 45
Registration of indefeasible title to a parcel of Nisga'a Lands	Page 46
Cancellation of the registration of an indefeasible title to a parcel of Nisga'a Lands	Page 48
Forest Resources Chapter	
Nisga'a Laws in respect of the management of timber and non-timber forest resources on Nisga'a Lands	Page 49
Negotiation of arrangements to achieve coordination and administrative efficiencies in respect of timber management	Page 51
Apportionment of the volume of timber to be harvested on Nisga'a Lands among the holders of licences	Page 52
Authorization of the harvest of volumes of timber from Nisga'a Lands for years six through nine after the effective date	Page 53
Negotiation of agreements in respect of matters such as the rate of harvest of timber resources on Nisga'a Lands	Page 54
Establishment and operation of the Forestry Transition Committee	Page 55
Determination of roads requiring deactivation	Page 57
Contravention of forest practices legislation on or affecting Nisga'a Lands	Page 58
Payment of cost relating to forest fires on former Nisga'a Indian reserves during the transition period	Page 59
Provision of information concerning forest development plans	Page 60
Access Chapter	
Regulation of public access to Nisga'a Public Lands, including law making, notification, and consultation	Page 61
Establishment of and changes to locations and boundaries of Nisga'a Village Lands and Nisga'a Private Lands	Page 64
Notice of entry onto Nisga'a Lands and onto the Nass Area by Canada or British Columbia	Page 66

Notice of entry to lands off of Nisga'a Lands by the Nisga'a Nation, Nisga'a Villages and Nisga'a Corporations	Page 68
--	---------

Roads and Rights of Way Chapter

Granting of the rights of way for secondary provincial roads	Page 69
Granting of rights of way, by the Nisga'a Nation or a Nisga'a Village, for secondary provincial roads connecting the North Hoodoo Road	Page 70
Emergency work undertaken on Nisga'a Lands	Page 71
Consultation regarding traffic regulation	Page 72
Consultation on land use decisions relating to the development of Nisga'a Lands adjacent to the Nisga'a Highway corridor	Page 73
Preparation of gravel management plans	Page 74
Grant of private road rights of way by Nisga'a Nation	Page 75
Public utilities rights of way	Page 76

Fisheries Chapter

Levy of fees and charges for sale of fish or aquatic plants for commercial harvesting	Page 79
Determination of minimum escapement levels for a species of Nass salmon	Page 80
Determination of Nisga'a fish allocations for each species of Nass salmon	Page 81
Accounting for overages and underages in Nisga'a harvests	Page 86
Establishment, implementation and replacement of the Harvest Agreement	Page 89
Sale of Nass salmon harvested in Nisga'a fisheries	Page 91
Consideration of enhancement proposals for Nass salmon and Nass steelhead	Page 92
Conduct of studies and associated activities related to Nass steelhead stocks	Page 94
Negotiating agreements regarding studies required to determine an annual escapement goal for summer run Nass steelhead	Page 98
Establishment of harvest allocations for non-salmon species or aquatic plants	Page 100
Harvest of intertidal bivalves	Page 103
Making Nisga'a laws in respect of Nisga'a rights and obligations related to Fisheries	Page 104
Preparation and maintenance of Nisga'a Fisheries Operational Guidelines	Page 106
Establishment and operation of the Joint Fisheries Management Committee	Page 107

Development of fisheries management advisory bodies for areas that include any part of the Nass Area	Page 109
Preparation, approval and implementation of Nisga'a annual fishing plans	Page 111
Notification to the Joint Fisheries Management Committee of Ministerial decisions taken in special circumstances	Page 116
Negotiation of agreements regarding enforcement of fisheries laws	Page 117
Establishment of the Lisims Fisheries Conservation Trust	Page 118
Provision of support to the Nisga'a Nation in respect of the acquisition of commercial licenses or vessels and licenses	Page 121
Study of the feasibility of roe-on-kelp impoundment	Page 123
Consultation with the Nisga'a Nation respecting the formulation of Canada's positions regarding international arrangements	Page 124
Wildlife and Migratory Birds Chapter	
Negotiation of Nisga'a contributions to provincial wildlife funds	Page 125
Determination of the first total allowable harvest for the initial designated species (moose, grizzly bear and mountain goat)	Page 126
Designation of species other than the initial designated species	Page 128
Review of Nisga'a wildlife allocations of initial designated species	Page 132
Making Nisga'a laws in respect of Nisga'a rights and obligations related to wildlife and migratory birds	Page 134
Designation of Nisga'a Lisims Government's nominee for the administration of tests respecting firearms use or safety	Page 136
Establishment and operation of the Wildlife Committee	Page 137
Consultation regarding wildlife regulations and policies	Page 139
Provision of relevant data to the Wildlife Committee	Page 140
Development of wildlife or migratory birds management advisory bodies	Page 141
Preparation and approval of the annual wildlife management plans	Page 143
Agreements to transfer traplines	Page 147
Transfer of abandoned traplines	Page 148
Consultation about proposed transfers and changes in terms and conditions of existing traplines	Page 149
Negotiation of agreement in respect of the Nisga'a Nation authority for the management	

of specified traplines	Page 150
Issuance of a guide outfitter's licence and a guide outfitter's certificate to the Nisga'a Nation	Page 151
Consultation about proposed transfers and changes in terms and conditions of guide outfitter's certificates or licences	Page 152
Issuance of an angling guide licence to the Nisga'a Nation	Page 153
Consultation about proposed transfers and changes in terms and conditions of existing angling guide licences	Page 154
Consultation on the management of the harvest by aboriginal people of migratory birds and the eggs of migratory birds within the Nass Area	Page 155
Consultation with the Nisga'a Nation in respect of Canada's positions relating to international agreements	Page 156

Environmental Assessment and Protection Chapter

Negotiation of agreements for the coordination of environmental assessment requirements	Page 157
Canada/British Columbia involvement in the Nisga'a Nation's environmental assessment processes	Page 159
Nisga'a Nation involvement in federal and provincial environmental assessment processes	Page 161
Response to environmental emergencies or disasters	Page 164
Negotiation of agreements concerning specified federal environmental functions	Page 165
Negotiation of agreements concerning specified provincial environmental protection functions	Page 166

Nisga'a Government Chapter

Development and Approval of Nisga'a Constitution	Page 167
Conduct of first elections for Nisga'a Government	Page 170
Development and implementation of appeal and review mechanisms from administrative decisions of Nisga'a Institutions	Page 171
Establishment and maintenance of a public registry of Nisga'a laws and procedures for the proclamation and publication of Nisga'a laws	Page 172
Consultation with and participation by individuals who are not Nisga'a citizens	Page 173
Consultation by Nisga'a Lisims Government relating to the first exercise of authority relating to social services, child and family services, adoption, or pre-school to Grade 12 education	Page 175

Consultation respecting the amendment of provincial social services laws	Page 177
Negotiation of agreements for human resource development services or programs	Page 178
Solemnization of marriage by persons authorized by Nisga'a Lisims Government	Page 179
Negotiation of agreements respecting the exchange of information	Page 180
Negotiation of agreements for delivery of social services or programs for all individuals residing within Nisga'a Lands	Page 181
Negotiation of agreements for health services or programs for all individuals residing within Nisga'a Lands	Page 182
Negotiation of agreements for child and family services for Nisga'a children who do not reside on Nisga'a Lands	Page 183
Consent to the application of Nisga'a law to the adoption of children in the custody of the Director of Child Protection	Page 184
Negotiation of agreements for Kindergarten to Grade 12 education for persons other than Nisga'a citizens residing within Nisga'a Lands and Nisga'a citizens residing off Nisga'a Lands	Page 186
Notification of Nisga'a Government terms and conditions regarding gambling and gaming and consent to changes in policy or legislation respecting the regulation of gambling and gaming	Page 188
Authorization of Nisga'a Government designate to grant special occasion or temporary permits to sell liquor	Page 189
Administration of Justice Chapter	
Establishment of a Nisga'a Police Board and a Nisga'a Police Service	Page 191
Negotiation of agreements and protocols for policing responsibilities	Page 194
Negotiation by British Columbia and the Nisga'a Nation of agreements regarding Community Correction Services within Nisga'a Lands	Page 196
Negotiation by British Columbia and the Nisga'a Nation of agreements on Community Correction Services Outside Nisga'a Lands	Page 198

Negotiation by Canada and the Nisga'a Nation of agreements regarding Community Correction Services	Page 199
Establishment of the Nisga'a Court and the appointment of judges	Page 200
Review of Administration of Justice provisions	Page 202
Indian Act Transition Chapter	
Validity of Wills for Members of Nisga'a Indian Bands	Page 203
Application of Section 52 of the <i>Indian Act</i> with respect to the administration of property by the Minister immediately before the effective date	Page 204
Participation of persons who are not Nisga'a citizens in Nisga'a Public Institutions	Page 205
Capital Transfer and Negotiation Loan Repayment Chapter	
Capital Transfer Payments	Page 206
Negotiation Loan Repayment	Page 207
Fiscal Relations Chapter	
Negotiation of fiscal financing agreements	Page 209
Negotiation of agreement in respect of grants <i>in lieu</i> of property taxes	Page 212
Negotiation of an own source revenue agreement	Page 213
Taxation Chapter	
Negotiation of agreements by Canada, British Columbia and the Nisga'a Nation for the provision of direct taxation authority and the coordination of taxation systems	Page 217
Granting of remission of federal and provincial tax	Page 218
Negotiation of a tax exemption in respect of settlement lands if a similar exemption is provided for in another land claims agreement in northwest British Columbia	Page 220
Entering into a Taxation Agreement	Page 222
Cultural Artifacts and Heritage Chapter	
Amendment of Appendices L-1 and L-2 resulting from permanent acquisitions by the Canadian Museum of Civilization, the correction of errors or the resolution of disputes ...	Page 223
Amendment of Appendices L-3 and L-4 resulting from permanent acquisitions by the Royal British Columbia Museum, the correction of errors or the resolution of disputes ...	Page 226
Transfer of Nisga'a artifacts set out in Appendix L-1 to the Nisga'a Nation	Page 228
Negotiation of custodial agreements for Nisga'a artifacts set out in Appendix L-2	Page 230

Consultation and exercise of rights of first refusal in the event of a proposed transfer of the legal interest in a Nisga'a artifact set out Appendix L-1 or L-2	Page 232
Transfer of Nisga'a artifacts set out in Appendix L-3 to the Nisga'a Nation	Page 234
Negotiation of custodial agreements respecting Nisga'a artifacts set out in Appendix L-4	Page 236
Negotiation of agreements by the Nisga'a Nation and British Columbia respecting Nisga'a artifacts	Page 238
Facilitation of the Nisga'a Nation's access to other public and private collections	Page 239
Development and continuation of processes to manage heritage sites	Page 240
Disposition of Nisga'a artifacts discovered outside Nisga'a lands and Category A lands that come into the possession or control of British Columbia	Page 242
Disposition of Nisga'a artifacts discovered outside Nisga'a lands and Category A lands that come into the possession or control of Canada	Page 243
Delivery of human remains of Nisga'a ancestry removed from a heritage site	Page 244
Local and Regional Government Relationships Chapter	
Consultation respecting the alteration of the boundaries of Electoral Area "A" in the Regional District of Kitimat-Stikine	Page 245
Dispute Resolution Chapter	
Resolution of disputes through informal discussions or formal Dispute Resolution processes	Page 247
Adjudication of specified disputes by arbitration	Page 251
Eligibility and Enrolment Chapter	
Establishment and responsibilities of the Enrolment Committee	Page 255
Establishment and responsibilities of the Enrolment Appeal Board	Page 258
Establishment and maintenance of an enrolment process after the initial enrolment period	Page 260
Implementation Chapter	
Negotiation and establishment of the Implementation Plan	Page 263
Establishment of the Implementation Committee	Page 265
Ratification Chapter	

Nisga'a ratification of the Nisga'a Final Agreement Page 267

Establishment and operation of Ratification Committee and holding of a referendum for
the ratification of the Nisga'a Final Agreement by the Nisga'a Nation Page 268

Ratification of the Nisga'a Final Agreement by Canada Page 271

Ratification of the proposed Nisga'a Final Agreement by British Columbia Page 272

ANNEX B - COMMUNICATION STRATEGY Page 273

**ANNEX C - GUIDELINES FOR THE OPERATION OF THE IMPLEMENTATION
COMMITTEE** Page 275

This Implementation Plan is dated for reference May 11, 2000.

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

BY AND BETWEEN:

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

("Canada")

OF THE FIRST PART

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

("British Columbia")

OF THE SECOND PART

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

("the Nisga'a Nation")

OF THE THIRD PART

WHEREAS:

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

COMMENCEMENT AND TERM

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

INTERPRETATION AND LEGAL STATUS

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

CONTENTS


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

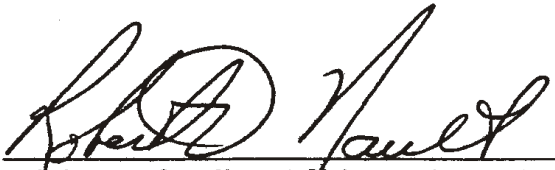
AMENDMENT AND RENEWAL

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

SIGNED in the presence of:


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



As to the signature of the Minister of Indian
Affairs and Northern Development

) 
) **Minister of Indian Affairs and Northern**
) **Development**

SIGNED in the presence of:

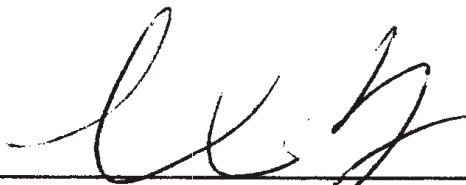
) **HER MAJESTY THE QUEEN IN**
) **RIGHT OF THE PROVINCE OF**
) **BRITISH COLUMBIA** as represented
) **by the Minister of Aboriginal Affairs**


As to the signature of the Minister of
Aboriginal Affairs

) 
) **Minister of Aboriginal Affairs**

SIGNED in the presence of:

) **NISGA'A NATION** as represented by
) **the Nisga'a Lisims Government**
) **Executive**


As to the signature of Doctor Joseph Gosnell

) 
) **Doctor Joseph Gosnell, President**

Lands Chapter**Sheet #1****Initial survey of Nisga'a Lands, Category A Lands and Category B Lands****Paragraph(s):** 1, 2, 46, 47, 61, 62, 87 - 89

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

Activities:**Timing:**

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

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

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

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

as agreed

Final Agreement Provisions:

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

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

Related Provisions:

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

Lands Chapter**Sheet #2****Transfer to the Nisga'a Nation of any estate or interest in a parcel of Nisga'a Lands that escheats to the Crown****Paragraph(s):** 7**Parties:** Canada (Department of Indian Affairs and Northern Development)
Nisga'a Nation**Activities:**

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

Timing:

as soon as practicable after land escheats to the Crown

Final Agreement Provisions:

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

Lands Chapter**Sheet #3****Additions of Appendix B-1 , B-2 or B-3 Lands to Nisga'a Lands****Paragraph(s):** 9, 14, General Provisions Chapter 42

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

General Provisions Chapter

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

Related Provisions:

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

Lands Chapter**Sheet #4****Offer of lands owned by British Columbia to the Nisga'a Nation****Paragraph(s):** 10**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

1. If, at any time:

as soon as practicable after acquisition or cessation of encumbrance

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

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

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

within a reasonable period of time after receipt of offer

Planning Assumptions/Guidelines/Comments:

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

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

Final Agreement Provisions:

10. If, at any time:

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

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

Related Provisions:

Appendix B-2, B-3

Lands Chapter

Sheet #5

Addition of lands contiguous with Nisga'a Lands to Nisga'a Lands**Paragraph(s):** 11, 14, General Provisions Chapter 42

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

General Provisions Chapter

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

Related Provisions:

Lands Chapter, paragraph(s) 12, 13

Lands Chapter

Sheet #6

Resolution of boundaries of Nisga'a Lands**Paragraph(s):** 15

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

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

Lands Chapter

Sheet #7

Agreements in respect of provincial mineral resource administrative systems on Nisga'a Lands**Paragraph(s):** 21**Parties:** Nisga'a Lisims Government
British Columbia

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

Final Agreement Provisions:

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

Lands Chapter

Sheet #8

Disposition or acquisition of submerged lands within Nisga'a Lands**Paragraph(s):** 23 - 26**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

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

Final Agreement Provisions:

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

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

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

25. If the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen applies to British Columbia to acquire an estate or interest in, or for authorization to use or occupy, submerged lands within Nisga'a Lands, British Columbia will not unreasonably refuse to grant the estate or interest or to issue the authorization if:
- a. the Nisga'a Nation has consented to the acquisition, use, or occupation; and
 - b. the proposed acquisition or authorization conforms to provincial law respecting the disposition, use, or occupation of submerged lands within British Columbia.
26. A dispute as to whether:
- a. the Nisga'a Nation is unreasonably withholding consent under paragraph 24; or
 - b. British Columbia is unreasonably refusing to grant an estate or interest, or to issue an authorization, under paragraph 25

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

Related Provisions:

Lands Chapter, paragraph(s) 27

Dispute Resolution Chapter, paragraph(s) 28 - 34

Appendix M-6

Lands Chapter**Sheet #9****Grant or issue of interests or certificates of possession by the Nisga'a Nation****Paragraph(s):** 30 - 34, 38, 39**Parties:** Nisga'a Nation**Activities:****Timing:**

1. The Nisga'a Nation will grant or issue interests to the persons named in Appendix C-1 by:
 - a) executing documents in accordance with paragraph 32 of the Lands Chapter; on effective date
 - b) delivering those documents in accordance with paragraph 38 of the Lands Chapter. as soon as practicable after the effective date
2. The Nisga'a Nation will issue a certificate of possession for the parcel of Nisga'a Lands ascribed to that person in Appendix C-5 or Appendix C-6. on effective date
3. The Nisga'a Nation will physically deliver those certificates of possession in accordance with paragraph 38 of the Lands Chapter. as soon as practicable after the effective date
4. If Canada or British Columbia notifies the Nisga'a Nation that an interest granted under paragraph 30, 31, 33 or 34 of the Lands Chapter:
 - a) is in the name of a person who is not actually entitled to the interest on the effective date; or
 - b) contains a clerical error or a wrong description of a material fact,
 the appropriate Parties will take reasonable measures to rectify the error.

Final Agreement Provisions:

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

interest.

33. On the effective date, the Nisga'a Nation will issue to each person named in Appendix C-5 a certificate of possession for the parcel of Nisga'a Lands ascribed to that person and described in Appendix C-5.
34. On the effective date, the Nisga'a Nation will issue to each person named in Appendix C-6 a certificate of possession for the parcel of Nisga'a Lands ascribed to that person and described in Appendix C-6.
38. The Nisga'a Nation will, as soon as practicable after the effective date, physically deliver the applicable document:
 - a. to each person named in Appendix C-1, C-5, or C-6; or
 - b. to any other person who, before the effective date:
 - i. was identified in writing to the Nisga'a Tribal Council by Canada or British Columbia as the person who, instead of a person named in Appendix C-1 or C-5, should receive an interest referred to in Appendix C-1 or C-5 by reason of death, any form of transfer, error or operation of law, or
 - ii. was identified in writing to Canada and British Columbia by the Nisga'a Tribal Council as the person who, instead of a person named in Appendix C-6, should receive an interest referred to in Appendix C-6 by reason of death, any form of transfer, error or operation of law

and the Appendix will be amended to reflect the change.
39. If Canada or British Columbia notifies the Nisga'a Nation that an interest granted under paragraph 30, 31, 33, or 34:
 - a. is in the name of a person who was not actually entitled to the interest on the effective date; or
 - b. contains a clerical error or a wrong description of a material fact

the appropriate Parties will take reasonable measures to rectify the error.

Related Provisions:

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

Lands Chapter

Sheet #10

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

Paragraph(s): 73 - 86

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

Activities:

Timing:

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

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

Nisga'a Lands, or Nisga'a Fee Simple Lands, it will ensure that Canada has:

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

84. If the estate in fee simple as described in paragraph 3 in a parcel of Nisga'a Lands, or a parcel of Nisga'a Fee Simple Lands, has been expropriated under paragraph 74 but is no longer required for the purpose for which it was expropriated, Canada will ensure that the estate in fee simple is transferred at no charge to the Nisga'a Nation or the Nisga'a Village, as the case may be. The terms of that transfer will be negotiated by the Nisga'a Nation and Canada at the time of the expropriation.
85. The consent of the Governor in Council is not required to determine whether the estate or interest is no longer required for the purpose for which it was expropriated.
86. The Nisga'a Nation or Canada may refer a dispute in respect of the value and nature of the compensation, or the terms of transfer, to be finally determined by arbitration under the Dispute Resolution Chapter.

Related Provisions:

Lands Chapter, paragraph(s) 9

General Provisions Chapter, paragraph(s) 28

Dispute Resolution Chapter, paragraph(s) 28 - 34

Appendix M-6

Lands Chapter**Sheet #11****Issuance of commercial recreation tenure****Paragraph(s):** 90, 92**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

as soon as practicable after receipt of request

Final Agreement Provisions:

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

Related Provisions:

Appendix E

Lands Chapter

Sheet #12

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

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

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

Related Provisions:

Appendix F-1 to F-3

Lands Chapter

Sheet #13

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

Paragraph(s): 102, 106 - 110

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

Activities:

Timing:

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

Final Agreement Provisions:

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

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

Related Provisions:

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

Lands Chapter**Sheet #14****Construction of a road across the Ecological Reserve****Paragraph(s):** 116 - 118**Parties:** Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

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

Lands Chapter**Sheet #15****Consultation with the Nisga'a Nation in respect of planning and management of provincial parks in the Nass Area****Paragraph(s):** 119**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

ongoing, as required

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

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

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

Final Agreement Provisions:

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

Lands Chapter**Sheet #17****Negotiation on the establishment of a marine park in the Nass Area****Paragraph(s):** 121**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

Related Provisions:

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

Lands Chapter

Sheet #18

Establishment of and applications against the Nisga'a water reservation**Paragraph(s):** 122 - 128, 132 - 134**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

with provincial laws of general application.

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

Final Agreement Provisions:

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

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

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

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

Related Provisions:

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

Lands Chapter

Sheet #19

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

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

as desired

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

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

as soon as practicable after receipt of application

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

as soon as practicable after receipt of approval

4. If a dispute arises under paragraph 132 of the Lands Chapter, British

as required by the

Columbia or the Nisga'a Nation will refer the dispute to arbitration under the Dispute Resolution Chapter.

Dispute Resolution Chapter

Final Agreement Provisions:

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

to meet the volume of flow requested in the application

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

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

Related Provisions:

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

Lands Chapter**Sheet #20****Consultation with the Nisga'a Nation about application for water licenses in respect of streams wholly or partially within Nisga'a Lands****Paragraph(s):** 130**Parties:** British Columbia
Nisga'a Nation**Activities:**

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

Timing:

ongoing, as required

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Lands Chapter

Sheet #21

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

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

Nisga'a Government may not unreasonably withhold consent to that access or the granting of that interest.
2. If a dispute arises under paragraph 131 of the Lands Chapter, British Columbia or the Nisga'a Nation will refer the matter to arbitration under the Dispute Resolution Chapter.

Final Agreement Provisions:

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

Related Provisions:

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

Lands Chapter**Sheet #22****Nomination and appointment of a Nisga'a water bailiff****Paragraph(s):** 135**Parties:** Nisga'a Nation**Activities:**

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

Timing:

ongoing, as of the effective date

Final Agreement Provisions:

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

Related Provisions:

Lands Chapter, paragraph(s) 136

Lands Chapter

Sheet #23

Establishment of and applications in respect of Nisga'a Hydro Power Reservation**Paragraph(s):** 140 - 144**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

to the Nisga'a Hydro Power Reservation, British Columbia will, after considering the results of any investigations referred to in paragraph 140, establish a water reservation for hydro power purposes and any related storage purposes on the unrecorded waters of that stream if it considers that stream to be suitable for hydro power purposes.

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

Land Title Chapter**Sheet #1****Application for registration of indefeasible title to a parcel of Nisga'a Lands****Paragraph(s):** 5, 7**Parties:** Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

Land Title Chapter, paragraph(s) 6, 8

Land Title Chapter

Sheet #2

Registration of indefeasible title to a parcel of Nisga'a Lands**Paragraph(s):** 9**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

- | | | |
|----|--|--|
| 1. | If the Nisga'a Nation makes an application under paragraph 5 of the Land Title Chapter (see Sheet #1) for the registration of indefeasible title to a parcel of Nisga'a Lands, the Registrar will review that application. | as required |
| 2. | If the Registrar is satisfied that the requirements of paragraph 9 of the Land Title Chapter are met, the Registrar will: | as soon as practicable after review of application |
| a) | register the indefeasible title to the parcel; | |
| b) | make a note on the indefeasible title that the parcel is Nisga'a Lands and may be subject to conditions, provisos, restrictions, exceptions and reservations in favour of Nisga'a Nation; | |
| c) | register as charges the estates and interests set out in paragraph 7(b)(ii) and the other charges set out in paragraph 7(b)(iii) of the Land Title Chapter; and | |
| d) | provide a copy of the indefeasible title to Nisga'a Lisims Government. | |

Final Agreement Provisions:

9. If the Nisga'a Nation makes an application for the registration of indefeasible title to a parcel of Nisga'a Lands under paragraph 5, the Registrar, on being satisfied that:
- a. a good safe holding and marketable title in fee simple for the parcel has been established by the Nisga'a Nation;
 - b. the boundaries of the parcel are sufficiently defined by the description provided by the Nisga'a Nation;
 - c. all of the estates, interests, and other charges set out in the Nisga'a Certificate are registrable as charges under the *Land Title Act*; and
 - d. the Nisga'a Certificate is dated not more than seven days before the date of application for registration of an indefeasible title to the parcel
- will:
- e. register the indefeasible title to the parcel;

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

Related Provisions:

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

Land Title Chapter**Sheet #3****Cancellation of the registration of an indefeasible title to a parcel of Nisga'a Lands****Paragraph(s):** 14, 15**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

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

Final Agreement Provisions:

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

the Registrar will cancel the registration of the indefeasible title.

Related Provisions:

Land Title Chapter, paragraph(s) 13

Forest Resources Chapter

Sheet #1

Nisga'a Laws in respect of the management of timber and non-timber forest resources on Nisga'a Lands**Paragraph(s):** 6, 8, 11**Parties:** Nisga'a Lisims Government**Activities:****Timing:**

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

Final Agreement Provisions:

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

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

Related Provisions:

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

Forest Resources Chapter**Sheet #2****Negotiation of arrangements to achieve coordination and administrative efficiencies in respect of timber management****Paragraph(s):** 12**Parties:** Nisga'a Lisims Government
British Columbia
Canada**Activities:****Timing:**

- | | |
|---|------------|
| 1. Any Party may propose the negotiation of an agreement to achieve coordination and administrative efficiencies in respect of matters such as timber harvesting plans, road building, forest health concerns, forest fire detection and suppression, non-timber forest resources and the protection of fisheries habitat, by making a request, in writing, to the other Parties. | as desired |
| 2. If desired, the Parties will enter into negotiations. | as desired |
| 3. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

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

Forest Resources Chapter

Sheet #3

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

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

Timing:

on the effective date or as soon as is reasonably practicable

Final Agreement Provisions:

18. On the effective date, or as soon as is practicable, British Columbia will apportion among the holders of licences the volume of timber to be harvested on Nisga'a Lands, other than former Nisga'a Indian reserves, by the holders of licences during the transition period as follows:
 - a. year 1 155,000 m³;
 - b. year 2 155,000 m³;
 - c. year 3 155,000 m³;
 - d. year 4 135,000 m³; and
 - e. year 5 125,000 m³.

Related Provisions:

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

Forest Resources Chapter**Sheet #4****Authorization of the harvest of volumes of timber from Nisga'a Lands for years six through nine after the effective date****Paragraph(s):** 22**Parties:** Nisga'a Lisims Government**Activities:****Timing:**

1. Nisga'a Lisims Government will authorize the harvest of volumes of timber from Nisga'a Lands pursuant to paragraph 22 of the Forest Resources Chapter. years six through nine after the effective date

Final Agreement Provisions:

22. Nisga'a Lisims Government, in accordance with Nisga'a laws, including any cut control provisions, will authorize the harvest of volumes of timber from Nisga'a Lands for years six through nine after the effective date as follows:

- a. year 6 135,000 m³;
- b. year 7 135,000 m³;
- c. year 8 135,000 m³; and
- d. year 9 130,000 m³.

Related Provisions:

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

Forest Resources Chapter**Sheet #5****Negotiation of agreements in respect of matters such as the rate of harvest of timber resources on Nisga'a Lands****Paragraph(s):** 23**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

- | | |
|--|------------|
| 1. The Nisga'a Nation or British Columbia may propose the negotiation of an agreement in respect of matters such as the rate of harvest of timber resources on Nisga'a Lands, by making a request, in writing, to the other Party. | as desired |
| 2. If desired, the Parties will enter into negotiations. | as desired |
| 3. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

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

Forest Resources Chapter**Sheet #6****Establishment and operation of the Forestry Transition Committee****Paragraph(s):** 32 - 35, 38**Parties:** Nisga'a Nation
British Columbia
Canada**Activities:****Timing:**

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

Final Agreement Provisions:

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

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

Related Provisions:

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

Forest Resources Chapter**Sheet #7****Determination of roads requiring deactivation****Paragraph(s):** 43, 44**Parties:** Nisga'a Nation**Activities:**

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

Timing:

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

Final Agreement Provisions:

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

Related Provisions:

Forest Resources Chapter, paragraph(s) 45, 46

Forest Resources Chapter

Sheet #8

Contravention of forest practices legislation on or affecting Nisga'a Lands**Paragraph(s):** 51, 52**Parties:** Nisga'a Nation
British Columbia**Activities:**

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

Timing:

as soon as practicable after penalty imposed

as soon as practicable after penalty collected

Final Agreement Provisions:

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

Related Provisions:

Forest Resources Chapter, paragraph(s) 50, 53

Forest Resources Chapter**Sheet #9****Payment of cost relating to forest fires on former Nisga'a Indian reserves during the transition period****Paragraph(s):** 58**Parties:** British Columbia
Canada (Department of Indian Affairs and Northern Development)**Activities:****Timing:**

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

Final Agreement Provisions:

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

Forest Resources Chapter**Sheet #10****Provision of information concerning forest development plans****Paragraph(s):** 75**Parties:** Nisga'a Nation
British Columbia
Canada (Department of Fisheries and Oceans)**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

Appendix I-1

Access Chapter

Sheet #1

Regulation of public access to Nisga'a Public Lands, including law making, notification, and consultation**Paragraph(s):** 2 - 4, 8, 9**Parties:** Nisga'a Lisims Government
British Columbia
Canada**Activities:****Timing:**

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

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

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

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

as required

- | | |
|---|--|
| b) provide Canada and British Columbia with copies of those laws; and | as soon as practicable after enactment |
| c) publicize those laws pursuant to its own procedures. | as established by Nisga'a Lisims Government procedures |
| 5. Nisga'a Lisims Government and British Columbia will take reasonable measures to notify the public of terms and conditions in respect of public access to Nisga'a Public Lands. | as soon as practicable after enactment |

Planning Assumptions/Guidelines/Comments:

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

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

Final Agreement Provisions:

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

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

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

Related Provisions:

Access Chapter, paragraph(s) 5, 7

Nisga'a Government Chapter, paragraph(s) 18

General Provisions Chapter, paragraph(s) 28

Access Chapter

Sheet #2

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

Paragraph(s): 10 - 13

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

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

Access Chapter

Sheet #3

Notice of entry onto Nisga'a Lands and onto the Nass Area by Canada or British Columbia**Paragraph(s):** 15 - 19**Parties:** Canada
British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Nation:

- a. before the entry if it is practicable to do so; or
- b. in any event, as soon as practicable after the entry.

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

Related Provisions:

Appendix I-1

Access Chapter**Sheet #4****Notice of entry to lands off of Nisga'a Lands by the Nisga'a Nation, Nisga'a Villages and Nisga'a Corporations****Paragraph(s):** 20 - 22**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

Roads and Rights of Way Chapter**Sheet #1****Granting of the rights of way for secondary provincial roads****Paragraph(s):** 17 - 19**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

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

Roads and Rights of Way Chapter

Sheet #2

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

Paragraph(s): 31

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

Activities:

Timing:

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

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

Final Agreement Provisions:

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

Related Provisions:

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

Roads and Rights of Way Chapter

Sheet #3

Emergency work undertaken on Nisga'a Lands

Paragraph(s): 40, 41

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

Activities:

Timing:

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

Final Agreement Provisions:

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

Roads and Rights of Way Chapter

Sheet #4

Consultation regarding traffic regulation

Paragraph(s): 42

Parties: Nisga'a Nation
British Columbia

Activities:

Timing:

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

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Roads and Rights of Way Chapter**Sheet #5****Consultation on land use decisions relating to the development of Nisga'a Lands adjacent to the Nisga'a Highway corridor****Paragraph(s):** 45**Parties:** Nisga'a Nation
British Columbia**Activities:**

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

Timing:

before enacting regulation or adopting policy

before enacting regulation or adopting policy

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Roads and Rights of Way Chapter**Sheet #6****Preparation of gravel management plans****Paragraph(s):** 53**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

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

as soon as
practicable after the
effective date**Final Agreement Provisions:**

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

Related Provisions:

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

Roads and Rights of Way Chapter**Sheet #7****Grant of private road rights of way by Nisga'a Nation****Paragraph(s):** 65, 66**Parties:** Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

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

Roads and Rights of Way Chapter

Sheet #8

Public utilities rights of way

Paragraph(s): 68

Parties: Nisga'a Nation
British Columbia

Activities:

Timing:

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

Final Agreement Provisions:

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

Related Provisions:

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

Fisheries Chapter**Sheet #1****Levy of fees and charges for sale of fish or aquatic plants for commercial harvesting****Paragraph(s):** 8

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

Activities:**Timing:**

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

Fisheries Chapter**Sheet #2****Determination of minimum escapement levels for a species of Nass salmon****Paragraph(s):** 11**Parties:** Canada (Department of Fisheries and Oceans)**Activities:****Timing:**

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

Final Agreement Provisions:

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

Fisheries Chapter

Sheet #3

Determination of Nisga'a fish allocations for each species of Nass salmon**Paragraph(s):** 11 - 20, 28 - 30, 35, 36, 89 - 90

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

Activities:**Timing:**Pre-season

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

the Minister and Nisga'a Lisims Government, with input from the Joint Fisheries Management Committee, will determine the Nisga'a fish allocations for each species in accordance with paragraph 13 of the Fisheries Chapter.

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

In Season

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

Post-Season

(see Sheet 4 for description of activities)

Final Agreement Provisions:

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

the amount of that species that the Nisga'a Nation is entitled to harvest will be determined in accordance with Schedule A and paragraph 16.
14. The amount of each species of Nass salmon in the Nisga'a fish allocations set out in Schedule A varies with the size of the total run of that species returning to Canadian waters in each year, as set out in Schedule A.
15. Following the fishing season in each year, the Minister and Nisga'a Lisims Government will conduct an accounting of that year's harvest of Nass salmon, in accordance with Schedule B.
16. If there is an overage or underage of a species of Nass salmon in any year, the amount of that species of Nass salmon to be harvested in Nisga'a fisheries will be adjusted in subsequent years, in accordance with Schedule B.
17. In every year the Minister will manage all Canadian fisheries that harvest Nass salmon in order to minimize overharvests of each species of Nass salmon.
18. The Minister and Nisga'a Lisims Government will endeavour to minimize any overages or underages in each year and to minimize the accumulation of overages and underages in successive years.
19. In any year the Minister and Nisga'a Lisims Government may agree to adjust the species composition of the Nisga'a harvest for that year in accordance with the system of equivalencies set out in Schedule C.
20. If a proposed Nisga'a annual fishing plan includes an adjustment under paragraph 19 that will affect a species or fishery under the management authority of the other Party, the Minister and Nisga'a Lisims Government will consult with the other Party's representatives on the Joint Fisheries Management Committee, and will notify those representatives of any in-season adjustments.

28. In any year, the Minister may determine whether there is a surplus of a species of Nass salmon, and the size of that surplus.
29. The Joint Fisheries Management Committee may:
 - a. recommend to the Minister procedures for the identification of a surplus and terms and conditions for the harvest of the surplus; and
 - b. provide advice to the Minister in respect of the size of the surplus.
30. The Minister may permit Nisga'a Lisims Government to harvest some or all of the surplus Nass salmon on reaching agreement with Nisga'a Lisims Government in respect of:
 - a. the terms and conditions of the harvest; and
 - b. whether all or part of the harvest will be included in the determination of overages and underages.
35. In any year, the portion of the return to Canadian waters of chinook, coho, or chum salmon that can be identified as resulting from approved Nisga'a enhancement initiatives in the Nass Area will be excluded from the determination of the Nisga'a fish allocations under paragraph 13 for that year. The Nisga'a fish allocations of these fish are 21% of the chinook, 8% of the coho and 8% of the chum salmon, subject to measures that are necessary for conservation for non-enhanced Nass salmon and non-enhanced Nass steelhead stocks.
36. The Nisga'a Nation has the right to harvest surplus Nass salmon that result from an approved Nisga'a enhancement initiative, in the same proportion as the Nisga'a contribution to the total cost of the initiative. These harvests are not subject to paragraph 16 and are in addition to the Nisga'a fish allocations under paragraph 13 and 35 and the Harvest Agreement.
89. In considering recommendations of the Joint Fisheries Management Committee, the Minister will take into account:
 - a. conservation requirements and availability of fisheries resources;
 - b. any Nisga'a preferences in respect of methods, timing, and locations of harvests throughout the Nass Area, set out in the recommendations;
 - c. utilization of the fisheries resources for the benefit of all Canadians;
 - d. efficient and effective harvesting of fisheries resources;
 - e. requirements for integration and efficient management of all fisheries;
 - f. accepted scientific procedures for management of fisheries resources; and
 - g. any other matters the Minister considers appropriate.
90. After considering the recommendations of the Joint Fisheries Management Committee under paragraph 89, the Minister, on a timely basis, will:
 - a. approve, or vary and approve, the Nisga'a annual fishing plans recommended by the Joint

Fisheries Management Committee, or its members, and provide written reasons for varying Nisga'a annual fishing plans; and

- b. approve or reject, in whole or in part, all other recommendations made by the Joint Fisheries Management Committee, or its members, and provide written reasons for rejecting, in whole or in part, any of those other recommendations

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

Related Provisions:

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

Fisheries Chapter**Sheet #4****Accounting for overages and underages in Nisga'a harvests****Paragraph(s):** 11 - 17, 19, 30, 77(f), 89 - 90

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

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

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

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

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

Related Provisions:

Fisheries Chapter, Schedules A, B and C

Fisheries Chapter

Sheet #5

Establishment, implementation and replacement of the Harvest Agreement**Paragraph(s):** 21 - 23, 25

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

Activities:**Timing:**

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

Final Agreement Provisions:

21. On the effective date, the Parties will enter into a Harvest Agreement pursuant to paragraph 22. The Harvest Agreement does not form part of this Agreement.
22. The Harvest Agreement will:
 - a. include Nisga'a fish allocations equivalent to:
 - i. 13% of each year's adjusted total allowable catch for Nass sockeye salmon, and
 - ii. 15% of each year's adjusted total allowable catch for Nass pink salmon;
 - b. be for a term of 25 years and be replaceable at the discretion of the Nisga'a Nation every 15 years for a further 25 years;

- c. include provisions for the harvest and disposition of fish, determination of overages and underages, harvest monitoring, and fisheries management that are consistent with the similar provisions set out in this Agreement; and
 - d. include a dispute resolution process and a requirement for fair compensation if the Harvest Agreement is breached by terminating or reducing the Nisga'a fish allocations pursuant to subparagraph (a).
23. The Harvest Agreement will be established under federal and provincial settlement legislation.
25. The Minister will implement the Harvest Agreement by:
- a. issuing licences to Nisga'a Lisims Government; or
 - b. other means under federal or provincial laws.

Related Provisions:

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

Fisheries Chapter**Sheet #6****Sale of Nass salmon harvested in Nisga'a fisheries****Paragraph(s):** 31 - 33**Parties:** Nisga'a Nation
Canada (Department of Fisheries and Oceans)**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 13

Fisheries Chapter**Sheet #7****Consideration of enhancement proposals for Nass salmon and Nass steelhead****Paragraph(s):** 34, 37, 77(h), 89, 90

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

negotiate agreements in respect of the Nisga'a harvests of Nass salmon or Nass steelhead that result from Nisga'a enhancement initiatives.

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

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

Related Provisions:

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

Fisheries Chapter

Sheet #8

Conduct of studies and associated activities related to Nass steelhead stocks**Paragraph(s):** 39 - 42, 49, 51, 89, 90

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

Activities:	Timing:
1. The Parties, or any of them, will request, in writing, that the Joint Fisheries Management Committee make recommendations regarding the planning and conduct of studies of Nass steelhead stocks:	as desired
a) before studies are conducted to determine the status or conservation requirements of Nass steelhead stocks under paragraph 39 of the Fisheries Chapter; or	
b) if studies are required after the Minister has suspended directed harvesting of winter-run Nass steelhead pursuant to paragraph 51 of the Fisheries Chapter.	
2. The Joint Fisheries Management Committee will develop plans for any proposed studies and provide recommendations to the Minister and Nisga'a Lisims Government on the conduct of those studies.	as soon as practicable after receipt of request
3. Recommendations of the Joint Fisheries Management Committee will be considered by the Minister in accordance with paragraphs 89 and 90 of the Fisheries Chapter.	as required
4. The Party, or Parties, conducting the study will consider the recommendations of the Joint Fisheries Management Committee.	before to conducting the study
5. If a study conducted under paragraph 39 of the Fisheries Chapter identifies a conservation concern for a Nass steelhead stock:	
a) the Party or Parties that conducted the study will provide a copy to the Joint Fisheries Management Committee and will request that the Joint Fisheries Management Committee recommend appropriate measures to address the conservation concern; and	as soon as practicable after completion of study
b) the Joint Fisheries Management Committee will provide its recommendations to Nisga'a Lisims Government and the Minister.	as soon as practicable after receipt of request

- | | | |
|----|--|--|
| 6. | Recommendations of the Joint Fisheries Management Committee will be considered by the Minister in accordance with paragraphs 89 and 90 of the Fisheries Chapter. | as required |
| 7. | After considering the studies, if it is necessary for conservation, the Minister will determine an annual escapement goal for the Nass steelhead stock that was studied. | as required |
| 8. | If the Minister establishes an annual escapement goal for winter run Nass steelhead: | |
| | a) the Minister will notify Nisga'a Lisims Government and the Joint Fisheries Management Committee in writing; | as soon as practicable after establishment of annual escapement goal |
| | b) British Columbia and Nisga'a Lisims Government may negotiate a Nisga'a allocation for winter run Nass steelhead; and | as desired |
| | c) if an allocation for winter run Nass steelhead is negotiated, Schedule D of the Fisheries Chapter will be submitted for amendment as per paragraphs 36 to 41 of the General Provisions Chapter. | as per the Final Agreement amendment provisions |

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

and Nisga'a Lisims Government on appropriate measures to address the concern.

42. After considering studies conducted under paragraphs 44 or 51, if it is necessary for conservation, the Minister will establish an annual escapement goal for summer-run or winter-run Nass steelhead stocks returning to Canadian waters below which no directed harvests for that stock will be permitted.
49. If an annual escapement goal for winter-run Nass steelhead is established under paragraph 42, British Columbia and the Nisga'a Nation may negotiate a Nisga'a fish allocation of winter-run Nass steelhead. Any Nisga'a fish allocation established under this paragraph will be added to Schedule D.
51. If the Minister determines that it is necessary to suspend directed harvesting of winter-run Nass steelhead because of a conservation concern about winter-run Nass steelhead, studies under paragraph 39 will be conducted. The Minister will not permit any directed harvest of winter-run Nass steelhead during those studies.
89. In considering recommendations of the Joint Fisheries Management Committee, the Minister will take into account:
 - a. conservation requirements and availability of fisheries resources;
 - b. any Nisga'a preferences in respect of methods, timing, and locations of harvests throughout the Nass Area, set out in the recommendations;
 - c. utilization of the fisheries resources for the benefit of all Canadians;
 - d. efficient and effective harvesting of fisheries resources;
 - e. requirements for integration and efficient management of all fisheries;
 - f. accepted scientific procedures for management of fisheries resources; and
 - g. any other matters the Minister considers appropriate.
90. After considering the recommendations of the Joint Fisheries Management Committee under paragraph 89, the Minister, on a timely basis, will:
 - a. approve, or vary and approve, the Nisga'a annual fishing plans recommended by the Joint Fisheries Management Committee, or its members, and provide written reasons for varying Nisga'a annual fishing plans; and
 - b. approve or reject, in whole or in part, all other recommendations made by the Joint Fisheries Management Committee, or its members, and provide written reasons for rejecting, in whole or in part, any of those other recommendationsbut approved Nisga'a annual fishing plans, and approvals and rejections of other recommendations, must be consistent with this Agreement and the Harvest Agreement.

Related Provisions:

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

Fisheries Chapter

Sheet #9

Negotiating agreements regarding studies required to determine an annual escapement goal for summer run Nass steelhead**Paragraph(s):** 42, 44, 46, 47

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

Activities:**Timing:**

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

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

Final Agreement Provisions:

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

Related Provisions:

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

Fisheries Chapter

Sheet #10

Establishment of harvest allocations for non-salmon species or aquatic plants**Paragraph(s): 54 - 61**

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

Activities:**Timing:**

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

- | | | |
|----|--|--|
| 7. | The Nisga'a Nation and the other Party will establish the Nisga'a allocation in accordance with paragraph 55 of the Fisheries Chapter. | as soon as practicable after establishment of basic Nisga'a fish entitlement |
| 8. | Schedule E of the Fisheries Chapter will be amended to include any Nisga'a allocation for a non-salmon species or aquatic plant. | as per Final Agreement amendment provisions |

Final Agreement Provisions:

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

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

Related Provisions:

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

Fisheries Chapter**Sheet #11****Harvest of intertidal bivalves****Paragraph(s): 64 - 66**

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

Fisheries Chapter, Appendix I

Fisheries Chapter

Sheet #12

Making Nisga'a laws in respect of Nisga'a rights and obligations related to fisheries**Paragraph(s):** 69, 70, 72, 74**Parties:** Nisga'a Lisims Government**Activities:****Timing:**

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Nisga'a Lisims Government will make laws pursuant to paragraphs 70 and 74 of the Fisheries Chapter by: <ol style="list-style-type: none"> a) developing those laws; and b) enacting those laws. 2. Nisga'a Lisims Government may make laws pursuant to paragraphs 69 and 72 of the Fisheries Chapter. | <p>before the effective date</p> <p>on or after the effective date</p> <p>as desired</p> |
|--|--|

Final Agreement Provisions:

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

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

Related Provisions:

Fisheries Chapter, paragraph(s) 71, 73

Fisheries Chapter**Sheet #13****Preparation and maintenance of Nisga'a Fisheries Operational Guidelines****Paragraph(s):** 75

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

Fisheries Chapter, paragraph(s) 76

Fisheries Chapter**Sheet #14****Establishment and operation of the Joint Fisheries Management Committee****Paragraph(s):** 77, 79 - 81

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

Activities:**Timing:**

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

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

Fisheries Chapter**Sheet #15****Development of fisheries management advisory bodies for areas that include any part of the Nass Area****Paragraph(s): 83**

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

Activities:**Timing:**

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Fisheries Chapter

Sheet #16

Preparation, approval and implementation of Nisga'a annual fishing plans**Paragraph(s):** 84 - 90, 95, 20

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

Activities:**Timing:**

- | | |
|---|---|
| <p>1. For the purpose of assisting Nisga'a Lisims Government in the preparation of proposed annual fishing plans, Canada and British Columbia will provide to Nisga'a Lisims Government:</p> <ul style="list-style-type: none"> a) notice of measures that are necessary for conservation; b) legislation enacted for the purposes of public safety or public health; and c) pre-season expectations of run size, escapement (conservation needs) and allowable harvest for all applicable Nass species. | <p>pre-season for a species</p> |
| <p>2. Nisga'a Lisims Government will develop and propose Nisga'a annual fishing plans in accordance with paragraphs 84 and 86 of the Fisheries Chapter (see Nisga'a Fisheries Operational Guidelines).</p> | <p>pre-season for a species</p> |
| <p>3. Nisga'a Lisims Government will submit each proposed Nisga'a annual fishing plan to the Joint Fisheries Management Committee for review.</p> | <p>as soon as practicable after completion of the proposed plan</p> |
| <p>4. If a proposed Nisga'a annual fishing plan includes an adjustment under paragraph 19 of the Fisheries Chapter that will affect a species or fishery under the management authority of the other Party, the Minister and Nisga'a Lisims Government will consult with the other Party's representatives on the Joint Fisheries Management Committee by:</p> <ul style="list-style-type: none"> a) notifying the other Party's representatives on the Joint Fisheries Management Committee, in writing, of the proposed adjustment to species composition in sufficient detail to permit the representatives to prepare its views on the matter; b) if requested, providing sufficient information to permit the other Party's representatives to prepare its views on the matter; c) specifying a reasonable period of time for a response; | <p>as soon as practicable after completion of the proposed plan</p> |

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

Planning Assumptions/Guidelines/Comments:

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

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

Final Agreement Provisions:

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

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

Related Provisions:

Fisheries Chapter, paragraph(s) 19

General Provisions Chapter, paragraph(s) 28

Fisheries Chapter**Sheet #17****Notification to the Joint Fisheries Management Committee of Ministerial decisions taken in special circumstances****Paragraph(s): 91**

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

Activities:**Timing:**

- | | | |
|----|--|-------------|
| 1. | If the Minister is of the opinion that special circumstances make it impracticable to receive the advice of the Joint Fisheries Management Committee in relation to a decision or action that the Minister considers necessary, the Minister will make the decision or take the action considered necessary. | as required |
| 2. | If the Minister makes a decision or takes an action in activity 1, the Minister will advise the Joint Fisheries Management Committee, in writing, of the special circumstances and the decision made or action taken. | as required |

Final Agreement Provisions:

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

Related Provisions:

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

Fisheries Chapter**Sheet #18****Negotiation of agreements regarding enforcement of fisheries laws****Paragraph(s):** 93

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

Fisheries Chapter

Sheet #19

Establishment of the Lisims Fisheries Conservation Trust

Paragraph(s): 96 - 110

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

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

Final Agreement Provisions:

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

trustee jointly.

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

the trustees, in their discretion, determine appropriate in pursuance of the objects of the Lisims Fisheries Conservation Trust.

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

Related Provisions:

Fisheries Chapter, Schedule F

Fisheries Chapter**Sheet #20****Provision of support to the Nisga'a Nation in respect of the acquisition of commercial licenses or vessels and licenses****Paragraph(s):** 111, 112

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

Activities:**Timing:**

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

Related Provisions:

Fisheries Chapter, Schedule G

Fisheries Chapter**Sheet #21****Study of the feasibility of roe-on-kelp impoundment****Paragraph(s): 114****Parties: Nisga'a Nation
Canada (Department of Fisheries and Oceans)
British Columbia****Activities:**

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

Timing:

as soon as practicable after the effective date

as soon as practicable after the effective date

Final Agreement Provisions:

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

Fisheries Chapter**Sheet #22****Consultation with the Nisga'a Nation respecting the formulation of Canada's positions regarding international arrangements****Paragraph(s):** 115**Parties:** Nisga'a Nation
Canada**Activities:****Timing:**

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

before developing final positions

before tabling its positions

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Wildlife and Migratory Birds Chapter**Sheet #1****Negotiation of Nisga'a contributions to provincial wildlife funds****Paragraph(s):** 11**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

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

Wildlife and Migratory Birds Chapter**Sheet #2****Determination of the first total allowable harvest for the initial designated species (moose, grizzly bear and mountain goat)****Paragraph(s):** 15, 21, 22**Parties:** British Columbia
Wildlife Committee**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

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

Wildlife and Migratory Birds Chapter

Sheet #3

Designation of species other than the initial designated species**Paragraph(s):** 16, 17, 19 - 22, 26 - 29, 45(b), 59, 60

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

Activities:**Timing:**Designation

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

Establishment of the Nisga'a Wildlife Allocation

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

Establishment of the Total Allowable Harvest

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

Final Agreement Amendment

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

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

Related Provisions:

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

Wildlife and Migratory Birds Chapter**Sheet #4****Review of Nisga'a wildlife allocations of initial designated species****Paragraph(s):** 26, 30, 31, 33, 34**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

- | | |
|---|--|
| <p>1. Within 15 years from the effective date, British Columbia and the Nisga'a Nation will review the Nisga'a wildlife allocation of an initial designated species:</p> <p>a) once at the request of either British Columbia or the Nisga'a Nation at any time after five years from the effective date; and</p> <p>b) if there has been a review under subparagraph (a):</p> <p style="padding-left: 20px;">i) once at the request of British Columbia, and</p> <p style="padding-left: 20px;">ii) once at the request of the Nisga'a Nation</p> <p style="padding-left: 40px;">at any time after five years from the date the review under subparagraph (a) was requested.</p> | <p>as per paragraph 30 of the Wildlife and Migratory Birds Chapter</p> |
| <p>2. British Columbia and the Nisga'a Nation may agree to vary the Nisga'a wildlife allocation of an initial designated species after any review under paragraph 30 of the Wildlife and Migratory Birds Chapter. The Party requesting a review of the Nisga'a wildlife allocation of a designated species has the onus of establishing that the Nisga'a wildlife allocation should be varied.</p> | <p>as desired</p> |
| <p>3. If the Nisga'a Nation and British Columbia fail to agree, either Party may refer the matter to arbitration under paragraphs 28 to 34 of the Dispute Resolution Chapter.</p> | <p>as desired</p> |
| <p>4. The varied allocation is added to Schedule A of the Wildlife and Migratory Birds Chapter as per paragraph 26 of the Wildlife and Migratory Birds Chapter and paragraph 43 of the General Provisions Chapter.</p> | <p>on the date the decision takes effect</p> |

Final Agreement Provisions:

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

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

Related Provisions:

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

Wildlife and Migratory Birds Chapter**Sheet #5****Making Nisga'a laws in respect of Nisga'a rights and obligations related to wildlife and migratory birds****Paragraph(s):** 37, 39, 41**Parties:** Nisga'a Lisims Government**Activities:****Timing:**

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

Final Agreement Provisions:

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

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

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

Related Provisions:

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

Wildlife and Migratory Birds Chapter

Sheet #6

Designation of Nisga'a Lisims Government's nominee for the administration of tests respecting firearms use or safety**Paragraph(s):** 44**Parties:** Nisga'a Lisims Government
British Columbia
Canada**Activities:****Timing:**

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

Final Agreement Provisions:

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

Wildlife and Migratory Birds Chapter**Sheet #7****Establishment and operation of the Wildlife Committee****Paragraph(s):** 45 - 48

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

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

Wildlife and Migratory Birds Chapter**Sheet #8****Consultation regarding wildlife regulations and policies****Paragraph(s):** 50

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

Activities:**Timing:**

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

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

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Wildlife and Migratory Birds Chapter**Sheet #9****Provision of relevant data to the Wildlife Committee****Paragraph(s):** 51**Parties:** Nisga'a Lisims Government
British Columbia
Canada (Department of Fisheries and Oceans)**Activities:**

1. Each Party will notify the Wildlife Committee, in writing, of its office responsible for identifying and providing relevant data to the Wildlife Committee.
2. Each Party will identify and provide at least one copy of relevant data to the Wildlife Committee.

Timing:

as soon as practicable after effective date

ongoing, as required

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

Wildlife and Migratory Birds Chapter

Sheet #10

Development of wildlife or migratory birds management advisory bodies

Paragraph(s): 52 - 54

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

Activities:**Timing:**

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

Final Agreement Provisions:

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

- b. in respect of wildlife or migratory bird populations whose normal range of movement includes any portion of the Nass Wildlife Area

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

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Wildlife and Migratory Birds Chapter

Sheet #11

Preparation and approval of the annual wildlife management plans**Paragraph(s):** 55 - 64, 66

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

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

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

Planning Assumptions/Guidelines/Comments:

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

Final Agreement Provisions:

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

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

consistent with this Agreement, in respect of an annual management plan, or any amendment to an annual management plan, the Minister will approve the recommendation that, in the Minister's opinion, best takes into account the matters set out in paragraph 59.

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

Related Provisions:

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

Wildlife and Migratory Birds Chapter**Sheet #12****Agreements to transfer traplines****Paragraph(s):** 72**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

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

Final Agreement Provisions:

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

Wildlife and Migratory Birds Chapter**Sheet #13****Transfer of abandoned traplines****Paragraph(s):** 73**Parties:** British Columbia**Activities:**

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

to the Nisga'a Nation, a Nisga'a Institution or a Nisga'a Corporation designated by Nisga'a Lisims Government.

Timing:

within a reasonable period of time after the trapline becomes vacant

Final Agreement Provisions:

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

Wildlife and Migratory Birds Chapter

Sheet #14

Consultation about proposed transfers and changes in terms and conditions of existing traplines**Paragraph(s):** 76**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Wildlife and Migratory Birds Chapter**Sheet #15****Negotiation of agreement in respect of the Nisga'a Nation authority for the management of specified traplines****Paragraph(s):** 77**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

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

Wildlife and Migratory Birds Chapter**Sheet #16****Issuance of a guide outfitter's licence and a guide outfitter's certificate to the Nisga'a Nation****Paragraph(s):** 81**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

Appendix K

Wildlife and Migratory Birds Chapter

Sheet #17

Consultation about proposed transfers and changes in terms and conditions of guide outfitter's certificates or licences**Paragraph(s):** 82**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Wildlife and Migratory Birds Chapter**Sheet #18****Issuance of an angling guide licence to the Nisga'a Nation****Paragraph(s):** 83**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

Wildlife and Migratory Birds Chapter, Schedule D

Wildlife and Migratory Birds Chapter

Sheet #19

Consultation about proposed transfers and changes in terms and conditions of existing angling guide licences**Paragraph(s):** 85**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Wildlife and Migratory Birds Chapter**Sheet #20****Consultation on the management of the harvest by aboriginal people of migratory birds and the eggs of migratory birds within the Nass Area****Paragraph(s):** 95**Parties:** Canada (Department of Environment)
Nisga'a Nation**Activities:****Timing:**

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

Final Agreement Provisions:

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

Related Provisions:

General Provisions Chapter, paragraph(s) 28

Environmental Assessment and Protection Chapter**Sheet #1****Negotiation of agreements for the coordination of environmental assessment requirements****Paragraph(s):** 1, 2

Parties: Nisga'a Nation
Canada (Canadian Environmental Assessment Agency)
British Columbia

Activities:**Timing:**

- | | |
|---|--------------------------------------|
| <p>1. Canada, British Columbia or the Nisga'a Nation will initiate the negotiation of an agreement:</p> <p style="margin-left: 20px;">a) for the coordination of any Nisga'a, federal and provincial environmental assessment requirements that will meet the Parties' legal requirements concerning environmental assessments; and</p> <p style="margin-left: 20px;">b) to avoid duplication of environmental assessment requirements,</p> <p style="margin-left: 20px;">by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations.</p> | from time to time |
| <p>2. The Parties will convene the first meeting of collaborative negotiations.</p> | within 21 days of delivery of notice |
| <p>3. If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process.</p> | within 15 days of termination |
| <p>4. The Parties will attempt to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter.</p> | within 30 days of delivery of notice |
| <p>5. If those Parties reach an agreement, they will implement it in accordance with its terms and conditions.</p> | as agreed |

Planning Assumptions/Guidelines/Comments:

Before the enactment of a Nisga'a law regarding environmental assessment, the Parties may enter into discussions in order to facilitate the harmonization of the laws of the various jurisdictions.

Final Agreement Provisions:

1. At the request of any Party, the Parties will negotiate and attempt to reach agreements:
- a. to coordinate any Nisga'a, federal, and provincial environmental assessment requirements that

will meet the Parties' legal requirements concerning environmental assessments; and

- b. to avoid duplication of environmental assessment requirements.
2. Agreements under paragraph 1 may be between the Nisga'a Nation and one or both of the other Parties, and may cover the environmental assessment of one or more projects, including an assessment referred to in paragraph 4.

Related Provisions:

Environmental Assessment and Protection Chapter, paragraph(s) 3, 4, 8

General Provisions Chapter, paragraph(s) 49 - 51

Dispute Resolution Chapter, paragraph(s) 15 - 27

Appendix M-1 to M-5

Environmental Assessment and Protection Chapter**Sheet #2****Canada/British Columbia involvement in the Nisga'a Nation's environmental assessment processes****Paragraph(s):** 5

Parties: Nisga'a Nation
 Canada (Canadian Environmental Assessment Agency)
 British Columbia

Activities:**Timing:**

1. If a proposed project on Nisga'a Lands may reasonably be expected to have adverse environmental effects, the Nisga'a Nation will ensure that Canada and British Columbia receive timely notice of, and relevant available information on, the project and the potential adverse environmental effects. as required
2. If a proposed project on Nisga'a Lands may reasonably be expected to have adverse environmental effects off Nisga'a Lands, or on federal or provincial interests referred to in the Final Agreement, the Nisga'a Nation will consult with Canada or British Columbia by:
 - a) notifying the other Party of the proposed project in sufficient detail to permit the other Party to prepare its views on the matter;
 - b) if requested, providing sufficient information to permit Canada or British Columbia, as the case may be, to prepare its views on the matter;
 - c) specifying a reasonable time for response;
 - d) providing an opportunity for the other Party to present its views; and
 - e) giving full and fair consideration to the other Party's views.
3. If there may be significant adverse environmental effects off Nisga'a Lands or on federal or provincial interests referred to in the Final Agreement, the Nisga'a Nation will ensure that Canada and British Columbia receive an opportunity to participate in any environmental assessment under Nisga'a laws related to those effects, in accordance with those laws. as required

Planning Assumptions/Guidelines/Comments:

It is anticipated that the Nisga'a Nation, as the Party that will be the primary recipient of information on projects on Nisga'a Lands, will be required to form an opinion on whether or not paragraph 5 of the Environmental Assessment and Protection Chapter applies to a particular project. If Canada or British Columbia believe that paragraph 5 applies to a proposed project, they will request compliance with paragraph 5. If the Parties do not agree on the applicability of paragraph 5, the Parties may resolve the

matter through the Dispute Resolution Chapter.

Final Agreement Provisions:

5. If a proposed project on Nisga'a Lands may reasonably be expected to have adverse environmental effects, the Nisga'a Nation will ensure that Canada and British Columbia:
 - a. receive timely notice of, and relevant available information on, the project and the potential adverse environmental effects;
 - b. are consulted regarding the environmental effects of the project if there may be adverse environmental effects off Nisga'a Lands, or on federal or provincial interests referred to in this Agreement; and
 - c. receive an opportunity to participate in any environmental assessment under Nisga'a laws related to those effects, in accordance with those laws, if there may be significant adverse environmental effects off Nisga'a Lands, or on federal or provincial interests referred to in this Agreement.

Related Provisions:

Environmental Assessment and Protection Chapter, paragraph(s) 8 - 10

Environmental Assessment and Protection Chapter**Sheet #3****Nisga'a Nation involvement in federal and provincial environmental assessment processes****Paragraph(s):** 6, 7**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

1. If a proposed project off Nisga'a Lands may reasonably be expected to have adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands or Nisga'a interests set out in the Final Agreement, Canada or British Columbia, or both, will ensure that the Nisga'a Nation receives timely notice of, and relevant available information on, the project and the potential adverse environmental effects. as required
2. If a proposed project off Nisga'a Lands may reasonably be expected to have adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands or Nisga'a interests set out in the Final Agreement, Canada or British Columbia, or both, will consult with the Nisga'a Nation by: as required
 - a) notifying the Nisga'a Nation of the proposed project in sufficient detail to permit it to prepare its views on the matter;
 - b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter;
 - c) specifying a reasonable time for response;
 - d) providing an opportunity for the Nisga'a Nation to present its views; and
 - e) giving full and fair consideration to the Nisga'a Nation's views.
3. If there may be significant adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands or Nisga'a interests set out in the Final Agreement, Canada or British Columbia, or both, will ensure that the Nisga'a Nation receives an opportunity to participate in any environmental assessment under federal or provincial laws related to those effects, in accordance with those laws. as required

4. If Canada or British Columbia establishes a board, panel or tribunal referred to in paragraph 7 of the Environmental Assessment and Protection Chapter, Canada or British Columbia will notify the Nisga'a Nation, in writing, that:
 - a. it has standing before that body; and
 - b. it is entitled to nominate a member of the assessment board, panel or tribunal, unless the board, panel or tribunal is a decision making body such as the National Energy Board, and will provide a reasonable period of time within which the name of the nominee should be provided.
5. If the Nisga'a Nation wishes to nominate a member, it will provide the name of the nominee to Canada or British Columbia. within the identified period of time
6. Canada will review the nomination and will either appoint the nominee or provide reasons, in writing, to the Nisga'a Nation on why the nominee will not be appointed. as required
7. British Columbia will review the nomination and will decide whether or not to appoint the nominee to the provincial board, panel or tribunal. as required

Planning Assumptions/Guidelines/Comments:

It is anticipated that the federal and provincial governments, as the Parties that will be the primary recipients of information on projects off Nisga'a Lands, will be required to form an opinion on whether or not paragraph 6 of the Environmental Assessment and Protection Chapter applies to a particular project. If the Nisga'a Nation believes that paragraph 6 applies to a proposed project, they will request compliance with paragraph 6. If the Parties do not agree on the applicability of paragraph 6, the Parties may resolve the matter through the Dispute Resolution Chapter.

Final Agreement Provisions:

6. If a proposed project that will be located off Nisga'a Lands may reasonably be expected to have adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands or Nisga'a interests set out in this Agreement, Canada or British Columbia, or both, as the case may be, will ensure that the Nisga'a Nation:
 - a. receives timely notice of, and relevant available information on, the project and the potential adverse environmental effects;
 - b. is consulted regarding the environmental effects of the project; and
 - c. receives an opportunity to participate in any environmental assessment under federal or provincial laws related to those effects, in accordance with those laws, if there may be significant adverse environmental effects.
7. If Canada or British Columbia establishes a board, panel, or tribunal to provide advice or make recommendations with respect to the environmental effects of a project on Nisga'a Lands or a

project off Nisga'a Lands that may reasonably be expected to have adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands, or Nisga'a interests set out in this Agreement, the Nisga'a Nation will:

- a. have standing before the board, panel, or tribunal; and
- b. be entitled to nominate a member of the assessment board, panel, or tribunal, unless the board, panel, or tribunal is a decision-making body, such as the National Energy Board.

Related Provisions:

Environmental Assessment and Protection Chapter, paragraph(s) 8 - 10

Environmental Assessment and Protection Chapter**Sheet #4****Response to environmental emergencies or disasters****Paragraph(s):** 12, 13

Parties: Nisga'a Nation
 Canada (Department of Environment)
 British Columbia

Activities:**Timing:**

- | | | |
|----|--|---|
| 1. | If the Party with primary responsibility intends to respond to an environmental emergency or natural disaster, it will inform the other Parties, as appropriate. | as soon as practicable after occurrence |
| 2. | If the Party with primary responsibility is unable to respond to an environmental emergency or natural disaster, it will inform the other Parties. | as soon as practicable after occurrence |
| 3. | If another Party chooses to respond, it will notify the Party with primary responsibility either before responding, if possible, or as soon as practicable after responding. | as required |

Planning Assumptions/Guidelines/Comments:

British Columbia and Canada will only inform the Nisga'a Nation under activities 1 and 2 where the environmental emergency or natural disaster can reasonably be expected to have adverse effects.

The Parties anticipate that protocol agreements will be established in respect of responses to environmental emergencies and natural disasters.

The Department of the Environment is the principal contact for Canada for matters relating to environmental emergencies. Emergency Preparedness Canada, Department of National Defence, is the principal contact for Canada for matters relating to natural disasters.

Final Agreement Provisions:

12. Any Party may respond to an environmental emergency or natural disaster if the Party with primary responsibility for responding has not responded, or is unable to respond, in a timely manner.
13. If there is an environmental emergency or natural disaster, the Party responding will, if possible, notify the Party with primary responsibility in advance of taking action, but, in any case, will notify that Party as soon as practicable after responding.

Environmental Assessment and Protection Chapter**Sheet #5****Negotiation of agreements concerning specified federal environmental functions****Paragraph(s):** 14**Parties:** Nisga'a Nation
Canada (Department of Environment)**Activities:****Timing:**

1. Canada or the Nisga'a Nation may propose negotiations regarding the performance of specified environmental protection functions by contacting the other Party, in writing. as desired
2. If desired, Canada and the Nisga'a Nation will enter into negotiations. as desired
3. If Canada and the Nisga'a Nation reach an agreement, they will implement it in accordance with its terms and conditions. as agreed

Final Agreement Provisions:

14. Canada and the Nisga'a Nation may enter into agreements concerning the performance of specified federal environmental protection functions by Nisga'a Institutions.

Environmental Assessment and Protection Chapter**Sheet #6****Negotiation of agreements concerning specified provincial environmental protection functions****Paragraph(s):** 15, 16**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

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

Final Agreement Provisions:

15. British Columbia and the Nisga'a Nation will negotiate and attempt to reach agreements concerning the performance of specified provincial environmental protection functions by Nisga'a Institutions within an area to be defined in those agreements.
16. Any agreements entered into under paragraph 15 will be in accordance with the technical and administrative capacity and resources of Nisga'a Institutions to carry out the functions in accordance with relevant provincial standards.

Related Provisions:

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

Nisga'a Government Chapter**Sheet #1****Development and approval of Nisga'a Constitution****Paragraph(s): 9 - 11, Ratification Chapter 12****Parties: Nisga'a Tribal Council / Nisga'a Nation
Canada (Department of Indian Affairs and Northern Development)**

Activities:	Timing:
1. The Nisga'a Tribal Council will develop a Nisga'a Constitution in accordance with paragraphs 9 and 11 of the Nisga'a Government Chapter.	before the referendum
2. The Nisga'a Tribal Council will conduct community consultations with the four Nisga'a Villages and three urban locals in respect of the Nisga'a Constitution.	before the referendum
3. The Nisga'a Nation will conduct a referendum in accordance with the Ratification Chapter (see Ratification Chapter activity Sheet #2).	as per the Ratification Committee rules
4. The Nisga'a Nation will notify Canada and British Columbia, in writing, of the result of the referendum under activity 3.	as soon as practicable after Referendum

Final Agreement Provisions:

9. The Nisga'a Nation will have a Nisga'a Constitution, consistent with this Agreement, which will:
- a. provide for Nisga'a Lisims Government and Nisga'a Village Governments, including their duties, composition, and membership;
 - b. provide that this Agreement sets out the authority of Nisga'a Government to make laws;
 - c. assign to Nisga'a Lisims Government and Nisga'a Village Governments the rights, powers, privileges, and responsibilities under this Agreement that are not specifically assigned to Nisga'a Lisims Government;
 - d. provide for the enactment of laws by Nisga'a Government;
 - e. provide for challenging the validity of Nisga'a laws;
 - f. provide for the creation, continuation, amalgamation, dissolution, naming, or renaming of:
 - i. Nisga'a Villages on Nisga'a Lands, and
 - ii. Nisga'a Urban Locals;
 - g. provide for Nisga'a Urban Locals, or other means by which Nisga'a citizens residing outside of

- the Nass Area may participate in Nisga'a Lisims Government;
- h. provide for the establishment of Nisga'a Public Institutions;
 - i. provide for the role of the Nisga'a elders, *Simgigat* and *Sigidimhaanak*, in providing guidance and interpretation of the *Ayuuk* to Nisga'a Government;
 - j. provide that in the event of an inconsistency or conflict between the Nisga'a Constitution and the provisions of any Nisga'a law, the Nisga'a law is, to the extent of the inconsistency or conflict, of no force or effect;
 - k. require that Nisga'a Government be democratically accountable to Nisga'a citizens, and, in particular:
 - i. that elections for Nisga'a Lisims Government and each Nisga'a Village Government be held at least every five years, and
 - ii. that, subject to residency, age, and other requirements set out in the Nisga'a Constitution or Nisga'a law, all Nisga'a citizens are eligible to vote in Nisga'a elections and to hold office in Nisga'a Government;
 - l. require a system of financial administration comparable to standards generally accepted for governments in Canada, through which Nisga'a Lisims Government will be financially accountable to Nisga'a citizens, and Nisga'a Village Governments will be financially accountable to Nisga'a citizens of those Nisga'a Villages;
 - m. require conflict of interest rules that are comparable to standards generally accepted for governments in Canada;
 - n. provide conditions under which the Nisga'a Nation or a Nisga'a Village may:
 - i. dispose of the whole of its estate or interest in any parcel of Nisga'a Lands or Nisga'a Fee Simple Lands, and
 - ii. from the whole of its estate or interest, create or dispose of any lesser estate or interest in any parcel of Nisga'a Lands or Nisga'a Fee Simple Lands;
 - o. recognize and protect rights and freedoms of Nisga'a citizens;
 - p. provide that every Nisga'a participant who is a Canadian citizen or permanent resident of Canada is entitled to be a Nisga'a citizen;
 - q. provide for Nisga'a Government during the period from the effective date until the date on which the office holders elected in the first Nisga'a elections take office;
 - r. provide for amendment of the Nisga'a Constitution; and
 - s. include other provisions, as determined by the Nisga'a Nation.
10. The Nisga'a Constitution, as approved in accordance with the Ratification Chapter, comes into force on the effective date.

11. The Nisga'a Constitution will initially include an amending procedure requiring that an amendment be approved by at least 70% of Nisga'a citizens voting in a referendum.

Ratification Chapter

12. Adoption of the Nisga'a Constitution requires the support of at least 70% of those eligible voters who vote in a referendum on the Nisga'a Constitution.

Nisga'a Government Chapter**Sheet #2****Conduct of first elections for Nisga'a Government****Paragraph(s):** 15, 25**Parties:** Nisga'a Nation**Activities:****Timing:**

- | | |
|---|---|
| 1. The Nisga'a Nation will prepare for the first elections for Nisga'a Government by, among other things, developing and enacting a Nisga'a election act, publicizing information relating to the election, and printing ballots. | before the election date |
| 2. The Nisga'a Nation will conduct the first elections for Nisga'a Government in accordance with the Nisga'a Constitution and Nisga'a laws. | no later than six months after the effective date |

Final Agreement Provisions:

15. Elections for Nisga'a Government will be held in accordance with the Nisga'a Constitution and Nisga'a laws.
25. The first elections for the officers of Nisga'a Lisims Government, the members of each of the Nisga'a Village Governments, and the Nisga'a Urban Local representatives to Nisga'a Lisims Government, will be held no later than six months after the effective date.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 12 - 14, 24

Nisga'a Government Chapter**Sheet #3****Development and implementation of appeal and review mechanisms from administrative decisions of Nisga'a Institutions****Paragraph(s):** 16, 22**Parties:** Nisga'a Government**Activities:****Timing:**

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Nisga'a Government will develop appropriate procedures for appeals and reviews of administrative decisions of Nisga'a Public Institutions. In developing the appeal or review procedures referred to in paragraph 16 of the Nisga'a Government Chapter, Nisga'a Government will provide that individuals who are ordinarily resident within Nisga'a Lands who are not Nisga'a citizens may avail themselves of the appeal or review procedures. 2. Nisga'a Government will implement the procedures developed under activity 1. | <p>as soon as practicable after the effective date</p> <p>as soon as practicable after development of procedures</p> |
|---|--|

Final Agreement Provisions:

16. Nisga'a Government will provide appropriate procedures for the appeal or review of administrative decisions of Nisga'a Public Institutions.
22. Nisga'a Government will provide that individuals who are ordinarily resident within Nisga'a Lands and who are not Nisga'a citizens may avail themselves of the appeal or review procedures referred to in paragraph 16.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 17

Nisga'a Government Chapter**Sheet #4****Establishment and maintenance of a public registry of Nisga'a laws and procedures for the proclamation and publication of Nisga'a laws****Paragraph(s):** 18

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

Activities:**Timing:**

- | | |
|---|--|
| 1. Nisga'a Lisims Government will establish a public registry of Nisga'a laws. | before the effective date |
| 2. Nisga'a Lisims Government will maintain a public registry of Nisga'a laws. | ongoing, as of the effective date |
| 3. Nisga'a Lisims Government will provide Canada and British Columbia with true copies of all Nisga'a laws enacted. | as soon as practicable after each law is enacted |
| 4. Nisga'a Lisims Government will establish procedures for the coming into force and publication of Nisga'a laws. | on the effective date |

Final Agreement Provisions:

18. Nisga'a Lisims Government will:
- a. maintain a public registry of Nisga'a laws in the English language and, at the discretion of Nisga'a Lisims Government, in the Nisga'a language;
 - b. provide Canada and British Columbia with a copy of a Nisga'a law as soon as practicable after that law is enacted; and
 - c. establish procedures for the coming into force and publication of Nisga'a laws.

Nisga'a Government Chapter

Sheet #5

Consultation with and participation by individuals who are not Nisga'a citizens

Paragraph(s): 19 - 21, 23

Parties: Nisga'a Government

Activities:

Timing:

1. Nisga'a Government will consult with individuals who are ordinarily resident within Nisga'a Lands and who are not Nisga'a citizens about Nisga'a Government decisions that directly and significantly affect them by:
 - a) notifying those individuals, in writing, of the Nisga'a Government decision that directly and significantly affects them, in sufficient detail to permit those individuals to prepare their views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for those individuals to present their views; and
 - b) giving full and fair consideration of their views.

as required

2. Nisga'a Government will provide for the participation in a Nisga'a Public Institution of individuals who are ordinarily resident within Nisga'a Lands and who are not Nisga'a citizens, if the activities of that Nisga'a Public Institution directly and significantly affect them, by providing:
 - a) a reasonable opportunity to make representations to the Nisga'a Public Institution in respect of the activities that significantly and directly affect those individuals;
 - b) if the members of a Nisga'a Public Institution are elected:
 - i) the ability to vote for or become members of the Nisga'a Public Institution, or
 - ii) guaranteed seats with voting powers on the Nisga'a Public Institution; or
 - c) other comparable measures.

as required

3. Nisga'a Government may appoint individuals who are not Nisga'a citizens as members of Nisga'a Public Institutions.

as desired

Final Agreement Provisions:

19. Nisga'a Government will consult with individuals who are ordinarily resident within Nisga'a Lands and who are not Nisga'a citizens about Nisga'a Government decisions that directly and significantly affect them.
20. Nisga'a Government will provide that individuals who are ordinarily resident within Nisga'a Lands and who are not Nisga'a citizens may participate in a Nisga'a Public Institution, if the activities of that Nisga'a Public Institution directly and significantly affect them.
21. The means of participation under paragraph 20 will be:
 - a. a reasonable opportunity to make representations to the Nisga'a Public Institution in respect of activities that significantly and directly affect them;
 - b. if the members of a Nisga'a Public Institution are elected:
 - i. the ability to vote for or become members of the Nisga'a Public Institution, or
 - ii. a guaranteed number of members, with the right to vote, on the Nisga'a Public Institution; or
 - c. other comparable measures.
23. Nisga'a Government may appoint individuals who are not Nisga'a citizens as members of Nisga'a Public Institutions.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 17

Nisga'a Government Chapter

Sheet #6

Consultation by Nisga'a Lisims Government relating to the first exercise of authority relating to social services, child and family services, adoption, or pre-school to Grade 12 education

Paragraph(s): 27 - 29

Parties: Nisga'a Lisims Government
Canada
British Columbia

Activities:**Timing:**

- | | |
|--|--|
| <p>1. Nisga'a Lisims Government will provide notice, in writing, to Canada and British Columbia of the intended first exercise of authority in respect of social services, health services, child and family services, adoption, or pre-school to Grade 12 education.</p> | <p>before Nisga'a Lisims Government first exercises law making authority</p> |
| <p>2. Upon request, in writing, by Canada or British Columbia, Nisga'a Lisims Government will consult or otherwise discuss with Canada or British Columbia, as the case may be, in respect of the matters set out in paragraph 28 of the Nisga'a Government Chapter, by:</p> <p>a) notifying Canada or British Columbia, in writing, of the proposed Nisga'a laws in sufficient detail to permit Canada or British Columbia to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for Canada or British Columbia to present its views;</p> <p>b) if requested, providing sufficient information to permit Canada or British Columbia to prepare its views on the matter; and</p> <p>c) giving full and fair consideration of Canada's or British Columbia's views.</p> | <p>as soon as practicable after receipt of request</p> |
| <p>3. Canada, British Columbia or the Nisga'a Nation may initiate the negotiation of an agreement regarding any of the matters set out in paragraph 28 of the Nisga'a Government Chapter, by making a request, in writing, to one or both of the other Parties.</p> | <p>as desired</p> |
| <p>4. If desired, those Parties will negotiate and attempt to reach an agreement.</p> | <p>as desired</p> |
| <p>5. If those Parties reach an agreement, they will implement it in accordance with its terms and conditions.</p> | <p>as agreed</p> |

Final Agreement Provisions:

27. Before Nisga'a Lisims Government first exercises law making authority in respect of social services, health services, child and family services, adoption, or pre-school to Grade 12 education, Nisga'a Lisims Government will give notice to Canada and British Columbia of the intended exercise of authority.
28. After Nisga'a Lisims Government has given notice under paragraph 27, at the request of Canada or British Columbia, Nisga'a Lisims Government will consult or otherwise discuss with Canada or British Columbia, as the case may be, in respect of:
 - a. any transfer of cases and related documentation from federal or provincial institutions to Nisga'a Institutions, including any confidentiality and privacy considerations;
 - b. any transfer of assets from federal or provincial institutions to Nisga'a Institutions;
 - c. immunity of Nisga'a Government employees providing services or exercising authority under Nisga'a laws;
 - d. any appropriate amendments to federal or provincial laws; and
 - e. other matters agreed to by the Parties.
29. The Parties may negotiate agreements regarding any of the matters set out in paragraph 28, but an agreement under this paragraph is not a condition precedent to the exercise of law making authority by Nisga'a Government.

Nisga'a Government Chapter**Sheet #7****Consultation respecting the amendment of provincial social services laws****Paragraph(s):** 30, 31**Parties:** Nisga'a Lisims Government
British Columbia**Activities:****Timing:**

1. Before British Columbia amends a provincial law that would affect a Nisga'a law as described in paragraph 30 of the Nisga'a Government Chapter, British Columbia will consult with Nisga'a Lisims Government, by:
 - a) notifying Nisga'a Lisims Government, in writing, of the proposed amendment in sufficient detail, which may include the criteria set out in paragraph 31 of the Nisga'a Government Chapter, to permit Nisga'a Lisims Government to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for Nisga'a Lisims Government to present its views;
 - b) if requested, providing sufficient information to permit Nisga'a Lisims Government to prepare its views on the matter; and
 - c) giving full and fair consideration of Nisga'a Lisims Government's views.
- as required

Final Agreement Provisions:

30. British Columbia will consult with Nisga'a Lisims Government before amending a provincial law if:
 - a. this Agreement provides for Nisga'a Government law making authority in respect of the subject matter of the provincial law being amended;
 - b. Nisga'a Government has made a law in respect of that subject matter;
 - c. the validity of the Nisga'a law depends upon a comparison with the provincial law being amended; and
 - d. the proposed amendment would result in the Nisga'a law ceasing to be valid.
31. Consultations under paragraph 30 may include:
 - a. the nature and purpose of the proposed amendment to the provincial law;
 - b. the anticipated date the proposed amendment will take effect;

- c. any necessary changes to Nisga'a law as a result of the amendment; and
- d. other matters agreed to by the Parties.

Nisga'a Government Chapter**Sheet #8****Negotiation of agreements for human resource development services or programs****Paragraph(s):** 68**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

- | | | |
|----|---|--------------------------------------|
| 1. | If desired, a Party will initiate the negotiation of an agreement for Nisga'a Lisims Government delivery and administration of federal and provincial services or programs identified in paragraph 68 of the Nisga'a Government Chapter by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations. | as desired |
| 2. | The Parties will convene the first meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. | If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process. | within 15 days of termination |
| 4. | The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. | If the Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

68. At the request of any Party, the Parties will negotiate and attempt to reach agreements for Nisga'a Lisims Government delivery and administration of federal or provincial services or programs that are intended to:
- a. improve the employability or skill level of the labour force and persons destined for the labour force; or
 - b. create new employment or work experience opportunities.

Related Provisions:

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

Nisga'a Government Chapter**Sheet #9****Solemnization of marriage by persons authorized by Nisga'a Lisims Government****Paragraph(s):** 77**Parties:** Nisga'a Lisims Government
British Columbia**Activities:****Timing:**

- | | | |
|----|---|-------------|
| 1. | Nisga'a Lisims Government will notify British Columbia of Nisga'a Lisims Government appointees authorized to solemnize marriages. | as required |
| 2. | British Columbia will register Nisga'a Lisims Government appointees as persons authorized to solemnize marriages under British Columbia laws. | as required |

Final Agreement Provisions:

77. Individuals appointed by Nisga'a Lisims Government to solemnize marriages:
- a. will be registered by British Columbia as persons authorized to solemnize marriages; and
 - b. have the authority to solemnize marriages under British Columbia law and Nisga'a law, and have all the associated rights, duties and responsibilities of a marriage commissioner under the provincial *Marriage Act*.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 75, 76

Nisga'a Government Chapter**Sheet #10****Negotiation of agreements respecting the exchange of information****Paragraph(s):** 80**Parties:** Nisga'a Lisims Government
British Columbia
Canada**Activities:****Timing:**

- | | |
|--|--------------------------------------|
| 1. If Nisga'a Lisims Government makes laws under paragraph 78 of the Nisga'a Government Chapter, any Party may deliver a written notice to the other Parties requiring the commencement of collaborative negotiations in respect of exchange of information, avoidance of double payments and related matters. | as desired |
| 2. The Parties will convene the first meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process. | within 15 days of termination |
| 4. The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

80. If Nisga'a Lisims Government makes laws under paragraph 78, at the request of any Party, the Parties will negotiate and attempt to reach agreements in respect of exchange of information, avoidance of double payments, and related matters.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 78, 79
 General Provisions Chapter, paragraph(s) 49 - 51
 Dispute Resolution Chapter, paragraph(s) 15 - 27
 Appendix M-1 to M-5

Nisga'a Government Chapter**Sheet #11****Negotiation of agreements for delivery of social services or programs for all individuals residing within Nisga'a Lands****Paragraph(s):** 81**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

- | | | |
|----|--|--------------------------------------|
| 1. | If desired, a Party will initiate the negotiation of an agreement for administration and delivery by Nisga'a Government of federal and provincial social services and programs for all individuals residing within Nisga'a Lands, in accordance with paragraph 81 of the Nisga'a Government Chapter, by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations. | as desired |
| 2. | The Parties will convene the first meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. | If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process. | within 15 days of termination |
| 4. | The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. | If the Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

81. At the request of any Party, the Parties will negotiate and attempt to reach agreements for administration and delivery by Nisga'a Government of federal and provincial social services and programs for all individuals residing within Nisga'a Lands. Those agreements will include a requirement that Nisga'a citizens and individuals who are not Nisga'a citizens be treated equally in the provision of those social services and programs.

Related Provisions:

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

Nisga'a Government Chapter**Sheet #12****Negotiation of agreements for health services or programs for all individuals residing within Nisga'a Lands****Paragraph(s):** 85**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

- | | |
|---|--------------------------------------|
| 1. If desired, a Party will initiate the negotiation of an agreement for Nisga'a Lisims Government delivery and administration of federal and provincial health services and programs for all individuals residing within Nisga'a Lands, in accordance with paragraph 85 of the Nisga'a Government Chapter, by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations. | as desired |
| 2. The Parties will convene the first meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process. | within 15 days of termination |
| 4. The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

85. At the request of any Party, the Parties will negotiate and attempt to reach agreements for Nisga'a Lisims Government delivery and administration of federal and provincial health services and programs for all individuals residing within Nisga'a Lands. Those agreements will include a requirement that Nisga'a citizens and individuals who are not Nisga'a citizens be treated equally in the provision of those health services and programs.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 82 - 84
 General Provisions Chapter, paragraph(s) 49 - 51
 Dispute Resolution Chapter, paragraph(s) 15 - 27
 Appendix M-1 to M-5

Nisga'a Government Chapter**Sheet #13****Negotiation of agreements for child and family services for Nisga'a children who do not reside on Nisga'a Lands****Paragraph(s):** 92**Parties:** Nisga'a Lisims Government
British Columbia**Activities:****Timing:**

- | | | |
|----|--|--------------------------------------|
| 1. | If desired, Nisga'a Lisims Government will initiate the negotiation of an agreement in respect of child and family services for Nisga'a children who do not reside on Nisga'a Lands by delivering a written notice to British Columbia requiring the commencement of collaborative negotiations. | as desired |
| 2. | The Nisga'a Nation and British Columbia will convene the first meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. | If collaborative negotiations terminate, in accordance with Appendix M-1, the Nisga'a Nation or British Columbia may deliver a notice to the other Party requiring commencement of a facilitated process. | within 15 days of termination |
| 4. | The Nisga'a Nation or British Columbia will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. | If Nisga'a Lisims Government and British Columbia reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

92. At the request of Nisga'a Lisims Government, Nisga'a Lisims Government and British Columbia will negotiate and attempt to reach agreements in respect of child and family services for Nisga'a children who do not reside on Nisga'a Lands.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 89 - 91
 General Provisions Chapter, paragraph(s) 49 - 51
 Dispute Resolution Chapter, paragraph(s) 15 - 27
 Appendix M-1 to M-5

Nisga'a Government Chapter**Sheet #14****Consent to the application of Nisga'a law to the adoption of children in the custody of the Director of Child Protection****Paragraph(s): 98****Parties: Director of Child Protection
Nisga'a Lisims Government****Activities:****Timing:**

- | | |
|---|--|
| <p>1. If the Director of Child Protection, or a successor to that position, becomes the guardian of a Nisga'a child, that individual will:</p> <p>a) provide notice to Nisga'a Lisims Government that that individual is the guardian of the Nisga'a child;</p> <p>b) provide notice to Nisga'a Lisims Government of any plan for the Nisga'a child's care that could result in an application to adopt the Nisga'a child; and</p> <p>c) consent to the application of Nisga'a law to the adoption of that child, unless it is determined under provincial law that there are good reasons to believe it is in the best interests of the child to withhold consent.</p> | <p>as soon as practicable after becoming guardian</p> <p>as soon as practicable after making the plan</p> <p>as soon as practicable after receipt of notice of application</p> |
|---|--|

Planning Assumptions/Guidelines/Comments:

The Director will demonstrate consent by signing the appropriate document for the approval of the adoption and providing copies of this document to the court.

Final Agreement Provisions:

98. If the Director of Child Protection, or a successor to that position, becomes the guardian of a Nisga'a child, the Director will:
- a. provide notice to Nisga'a Lisims Government that the Director is the guardian of the Nisga'a child;
 - b. provide notice to Nisga'a Lisims Government of any plan for the Nisga'a child's care that could result in an application to adopt the Nisga'a child; and
 - c. consent to the application of Nisga'a law to the adoption of that child, unless it is determined under provincial law that there are good reasons to believe it is in the best interests of the child to withhold consent.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 96, 97

Nisga'a Government Chapter**Sheet #15****Negotiation of agreements for Kindergarten to Grade 12 education for persons other than Nisga'a citizens residing within Nisga'a Lands and Nisga'a citizens residing off Nisga'a Lands****Paragraph(s): 102****Parties: Nisga'a Lisims Government
British Columbia****Activities:****Timing:**

- | | | |
|----|--|--------------------------------------|
| 1. | If Nisga'a Lisims Government makes laws under paragraph 100 of the Nisga'a Government Chapter, Nisga'a Lisims Government or British Columbia will initiate the negotiation of an agreement concerning the provision of Kindergarten to Grade 12 education to persons other than Nisga'a citizens residing within Nisga'a Lands and Nisga'a citizens residing off Nisga'a Lands by delivering a written notice to the other Party requiring the commencement of collaborative negotiations. | as desired |
| 2. | The Nisga'a Nation and British Columbia will convene the first meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. | If collaborative negotiations terminate, in accordance with Appendix M-1, the Nisga'a Nation or British Columbia may deliver a notice to the other Party requiring commencement of a facilitated process. | within 15 days of termination |
| 4. | The Nisga'a Nation or British Columbia will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. | If Nisga'a Lisims Government and British Columbia reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

102. If Nisga'a Lisims Government makes laws under paragraph 100, at the request of Nisga'a Lisims Government or British Columbia, those Parties will negotiate and attempt to reach agreements concerning the provision of Kindergarten to Grade 12 education to:
- a. persons other than Nisga'a citizens residing within Nisga'a Lands; and
 - b. Nisga'a citizens residing off Nisga'a Lands.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 100, 101
General Provisions Chapter, paragraph(s) 49 - 51
Dispute Resolution Chapter, paragraph(s) 15 - 27
Appendix M-1 to M-5

Nisga'a Government Chapter**Sheet #16****Notification of Nisga'a Government terms and conditions regarding gambling and gaming and consent to changes in policy or legislation respecting the regulation of gambling and gaming****Paragraph(s):** 108, 109**Parties:** Nisga'a Government
British Columbia
Canada

Activities:	Timing:
1. Nisga'a Government will notify British Columbia in regard to any terms and conditions established in respect of gambling and gaming on Nisga'a Lands.	as desired
2. British Columbia and Canada will make public any policy or legislative changes to aboriginal peoples' involvement in the regulation of gambling and gaming and, at the request of Nisga'a Lisims Government, will provide copies of such policy or legislative changes to Nisga'a Lisims Government.	as required
3. If Nisga'a Lisims Government wishes to have that policy or legislation apply to Nisga'a Lisims Government regulation of gambling and gaming, Nisga'a Lisims Government will provide its consent, in writing, to the appropriate government.	as desired

Planning Assumptions/Guidelines/Comments:

In the absence of Nisga'a Government terms and conditions, provincial legislation and regulation will apply to the sale of lottery tickets, the authorization of raffles, etc.

Final Agreement Provisions:

108. British Columbia will not licence or approve gambling or gaming facilities on Nisga'a Lands other than in accordance with any terms and conditions established by Nisga'a Government that are not inconsistent with federal and provincial laws of general application.
109. Any change in federal or provincial legislation or policy that permits the involvement of aboriginal peoples in the regulation of gambling and gaming will, with the consent of Nisga'a Lisims Government, apply to Nisga'a Government.

Nisga'a Government Chapter**Sheet #17****Authorization of Nisga'a Government designate to grant special occasion or temporary permits to sell liquor****Paragraph(s): 114****Parties: British Columbia
Nisga'a Government****Activities:**

1. If Nisga'a Government designates a person to carry out responsibilities under paragraph 114 of the Nisga'a Government Chapter, Nisga'a Government will notify British Columbia, in writing, of its designate.
2. British Columbia will authorize Nisga'a Government's designate in accordance with laws of general application.

Timing:

as soon as practicable after designation

as soon as practicable after receipt of notification

Final Agreement Provisions:

114. British Columbia will authorize persons designated by Nisga'a Government, in accordance with provincial laws of general application, to approve or deny applications for special occasion or temporary permits to sell liquor.

Administration of Justice Chapter**Sheet #1****Establishment of a Nisga'a Police Board and a Nisga'a Police Service****Paragraph(s):** 3 - 5, 8, 10, 11**Parties:** Nisga'a Lisims Government
British Columbia**Activities:****Timing:**

1. If Nisga'a Lisims Government decides to establish a Nisga'a Police Service, Nisga'a Lisims Government will:
 - a) make laws to provide for the establishment, organization, composition, indemnification, and roles and responsibilities of a Nisga'a Police Board and a Nisga'a Police Service. These laws will include the provisions required by paragraph 4 of the Administration of Justice Chapter;
 - b) request the approval of the Board's structure and membership qualifications by the Lieutenant Governor in Council; and
 - c) recommend, to the Lieutenant Governor in Council, persons to be appointed to the Nisga'a Police Board.

as desired

2. If Nisga'a Lisims Government has made laws in accordance with paragraph 4 of the Administration of Justice Chapter, the Lieutenant Governor in Council will:
 - a) approve the Nisga'a Police Board's structure and membership qualifications;
 - b) approve any amendment to the structure or membership qualifications;
 - c) appoint the individuals to the Nisga'a Police Board in accordance with paragraph 10 of the Administration of Justice Chapter,

and will notify Nisga'a Lisims Government, in writing, of those approvals and appointments, and granting those approvals and making those appointments completes the establishment of the Nisga'a Police Board.

within a reasonable period of time after receipt of request and recommendations

3. The Nisga'a Police Board will carry out the responsibilities set out in the chapter, including paragraph 5 of the Administration of Justice Chapter, and Nisga'a Lisims Government will carry out the responsibilities set out the chapter, including paragraph 11 of the Administration of Justice Chapter.

ongoing after establishment

Final Agreement Provisions:

3. If Nisga'a Lisims Government decides to establish a Nisga'a Police Service, Nisga'a Lisims Government will make laws to provide for the establishment, organization, composition, indemnification, and roles and responsibilities of a Nisga'a Police Board and a Nisga'a Police Service.
4. Nisga'a laws under paragraph 3 will include provisions:
 - a. in substantial conformity with provincial legislation in respect of:
 - i. minimum standards for certification of members of the Nisga'a Police Service,
 - ii. the swearing in of the members of the Nisga'a Police Service and the Nisga'a Police Board,
 - iii. use of force by members of the Nisga'a Police Service,
 - iv. discipline and dismissal procedures for members of the Nisga'a Police Service, and
 - v. a public complaint procedure; and
 - b. compatible with provincial legislation in respect of:
 - i. selection standards for the members of the Nisga'a Police Service,
 - ii. a code of conduct for members of the Nisga'a Police Service,
 - iii. appropriate mechanisms to ensure police independence, accountability, and competence, and
 - iv. police operations.
5. The Nisga'a Police Board will:
 - a. be independent and accountable in accordance with the standards that apply generally to police boards in British Columbia;
 - b. provide general direction and training to the Nisga'a Police Service;
 - c. determine priorities and goals of the Nisga'a Police Service;
 - d. act as the employer of the members of the Nisga'a Police Service;
 - e. appoint members of the Nisga'a Police Service, including a chief constable who, under the direction of the Nisga'a Police Board, will have general supervision and command over the Nisga'a Police Service, and will have the powers and authorities necessary to direct the members of the Nisga'a Police Service;
 - f. make rules respecting standards for the administration of the Nisga'a Police Service, the prevention of neglect and abuse by its members, and the efficient discharge of their duties and functions;

- g. enforce the code of conduct established for the Nisga'a Police Service and take any necessary disciplinary action; and
 - h. enter into agreements from time to time for training, specialized training, mutual support, assistance, and exchange of information and expertise.
8. If Nisga'a Lisims Government has made laws in accordance with paragraphs 3 and 4, the Lieutenant Governor in Council will:
- a. approve the Nisga'a Police Board's structure and membership qualifications;
 - b. approve any amendment to the structure or membership qualifications; and
 - c. appoint the members of the Nisga'a Police Board.
10. The Lieutenant Governor in Council will appoint to the Nisga'a Police Board only individuals who have been recommended by Nisga'a Lisims Government, and will not revoke the appointment of any Nisga'a Police Board member, other than for cause, without the concurrence of Nisga'a Lisims Government.
11. When the Lieutenant Governor in Council has approved the structure and membership qualifications of the Nisga'a Police Board and appointed its members, Nisga'a Lisims Government:
- a. will provide policing sufficient to maintain law and order within Nisga'a Lands;
 - b. will ensure that there are adequate physical resources for the proper operation of police services within Nisga'a lands; and
 - c. is jointly and severally liable for torts committed by members of the Nisga'a Police Service or by other employees of the Nisga'a Police Board in the performance of their duties.

Related Provisions:

Administration of Justice Chapter, paragraph(s) 1, 2, 6, 7, 9

Administration of Justice Chapter**Sheet #2****Negotiation of agreements and protocols for policing responsibilities****Paragraph(s):** 14, 15, 18**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

- | | |
|--|--|
| <p>1. The Nisga'a Nation will initiate negotiations by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations on an agreement or protocols, as may be necessary to enable Nisga'a Lisims Government to carry out its policing responsibilities, including agreements concerning:</p> <ul style="list-style-type: none"> a) the role and responsibility of the provincial police service in the provision police services within Nisga'a Lands; b) mutual assistance and operational cooperation between the Nisga'a Police Service and other police services; c) other matters required by this Chapter; and d) any other matters relating to police service. | as desired |
| <p>2. The Parties will convene the first meeting of the collaborative negotiations.</p> | within 21 days of delivery of notice |
| <p>3. If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process.</p> | within 15 days of termination |
| <p>4. The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter.</p> | within 30 days of delivery of notice |
| <p>5. In the absence of an agreement or protocol addressing the notification requirements of paragraphs 14 and 15 of the Administration of Justice Chapter:</p> <ul style="list-style-type: none"> a) the Nisga'a Police Service will inform British Columbia of the office to be notified; b) British Columbia will inform the Nisga'a Police Service of the relevant municipal or provincial police service offices to be notified; and c) Canada will inform the Nisga'a Police Service of the relevant federal police service office, and | as soon as practicable after establishment of the Nisga'a Police Service |

- d) the Parties will ensure that police services under their respective jurisdictions are made aware of the requirements the notification requirements set out in paragraphs 14 and 15 of the Administration of Justice Chapter.

Planning Assumptions/Guidelines/Comments:

It is anticipated that the requirements of paragraphs 14 and 15 of the Administration of Justice Chapter, and their operational details, will be addressed in the agreements or protocols between the relevant police services.

Final Agreement Provisions:

14. If a member of the Nisga'a Police Service performs duties outside of Nisga'a Lands, the member will, if possible, notify in advance the municipal police service or the provincial police service of the area in which the member performs duties, but in any case will promptly notify the municipal police service or provincial police service after performing those duties.
15. If a provincial or other police constable performs duties within Nisga'a Lands, the constable will, if possible, notify the Nisga'a Police Service in advance, but in any case will notify the Nisga'a Police Service promptly after performing those duties.
18. At the request of the Nisga'a Nation, the Parties will, to the extent of their respective jurisdictions, negotiate and attempt to reach agreements or protocols as may be necessary to enable Nisga'a Lisims Government to carry out its policing responsibilities, including agreements concerning:
 - a. the role and responsibility of the provincial police service in the provision of police services within Nisga'a Lands;
 - b. mutual assistance and operational cooperation between the Nisga'a Police Service and other police services;
 - c. other matters required by this Chapter; and
 - d. any other matters relating to police services.

Related Provisions:

Administration of Justice Chapter, paragraph(s) 13(c), 16
General Provisions Chapter, paragraph(s) 49 - 51
Dispute Resolution Chapter, paragraph(s) 15 - 27
Appendix M-1 to M-5

Administration of Justice Chapter**Sheet #3****Negotiation by British Columbia and the Nisga'a Nation of agreements regarding Community Correction Services within Nisga'a Lands****Paragraph(s):** 24, 25**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

- | | | |
|----|---|--------------------------------------|
| 1. | If desired, the Nisga'a Nation will deliver a written notice to British Columbia requiring the commencement of collaborative negotiations in respect of an agreement to enable persons appointed under paragraph 23 of the Administration of Justice Chapter to provide community correction services within Nisga'a Lands. | as desired |
| 2. | The Nisga'a Nation and British Columbia will convene the first meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. | If collaborative negotiations terminate, in accordance with Appendix M-1, the Nisga'a Nation or British Columbia may deliver a notice to the other Party requiring commencement of a facilitated process. | within 15 days of termination |
| 4. | The Nisga'a Nation or British Columbia will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. | If those Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

24. At the request of the Nisga'a Nation, the Nisga'a Nation and British Columbia will negotiate and attempt to reach agreements to enable the persons appointed under paragraph 23 to provide community correction services within Nisga'a Lands under provincial legislation.
25. An agreement under paragraph 24 will contain provisions:
- a. ensuring that community correction services are delivered in accordance with generally accepted standards;
 - b. confirming the authority of the official charged with the responsibility for investigations, inspections, and standards under provincial legislation; and
 - c. for Nisga'a Lisims Government to provide community correction services consistent with the needs and priorities of the Nisga'a Nation.

Related Provisions:

Administration of Justice Chapter, paragraph(s) 23, 27
General Provisions Chapter, paragraph(s) 49 - 51
Dispute Resolution Chapter, paragraph(s) 15 - 27
Appendix M-1 to M-5

Administration of Justice Chapter**Sheet #4****Negotiation by British Columbia and the Nisga'a Nation of agreements on Community Correction Services Outside Nisga'a Lands****Paragraph(s):** 26**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

- | | | |
|----|--|------------|
| 1. | British Columbia or the Nisga'a Nation may propose, in writing, the negotiation of an agreement to enable persons appointed under paragraph 23 of the Administration of Justice Chapter to provide community correction services outside Nisga'a Lands under provincial legislation. | as desired |
| 2. | If the Nisga'a Nation and British Columbia agree, they will enter into negotiations. | as desired |
| 3. | If British Columbia and the Nisga'a Nation reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

26. The Nisga'a Nation and British Columbia may enter into agreements to enable the persons appointed under paragraph 23 to provide community correction services outside Nisga'a Lands under provincial legislation.

Related Provisions:

Administration of Justice Chapter, paragraph(s) 23, 27

Administration of Justice Chapter**Sheet #5****Negotiation by Canada and the Nisga'a Nation of agreements regarding Community Correction Services****Paragraph(s):** 28**Parties:** Nisga'a Nation
Canada**Activities:****Timing:**

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. The Nisga'a Nation or Canada may propose, in writing, the negotiation of an agreement: <ol style="list-style-type: none"> a) to enable the persons appointed under paragraph 23 of the Administration of Justice Chapter to provide community correction services under federal legislation; and b) for the provision of services or programs for adult and young offenders, including their care and custody. 2. If the Nisga'a Nation and Canada agree, they will enter into negotiations. 3. If Canada and the Nisga'a Nation reach an agreement, they will implement it in accordance with its terms and conditions. | <p>as desired</p> <p>as desired</p> <p>as agreed</p> |
|--|--|

Final Agreement Provisions:

28. The Nisga'a Nation and Canada may enter into agreements:
 - a. to enable the persons appointed under paragraph 23 to provide community correction services under federal legislation; and
 - b. for the provision of services or programs for adult and young offenders, including their care and custody.

Related Provisions:

Administration of Justice Chapter, paragraph(s) 23, 29

Administration of Justice Chapter**Sheet #6****Establishment of the Nisga'a Court and the appointment of judges****Paragraph(s):** 33, 36, 37**Parties:** Nisga'a Lisims Government
British Columbia**Activities:****Timing:**

- | | |
|--|--|
| <p>1. If Nisga'a Lisims Government decides to establish a Nisga'a Court, Nisga'a Lisims Government will:</p> <p>a) make laws under paragraph 33 of the Administration of Justice Chapter to;</p> <p style="padding-left: 20px;">i) ensure that the Court and its judges comply with generally recognized principles in respect of judicial fairness, independence, and impartiality;</p> <p style="padding-left: 20px;">ii) provide for means of supervision of judges by the Judicial Council of British Columbia or other similar means; and</p> <p style="padding-left: 20px;">iii) provide procedures for appeals from decisions of the Nisga'a Court, and</p> <p>b) request the approval of the Lieutenant Governor in Council of the Nisga'a Court's structure, procedures, and the method of selection of judges.</p> | <p>as desired</p> |
| <p>2. If Nisga'a Lisims Government has made laws in accordance with paragraph 33 of the Administration of Justice Chapter, the Lieutenant Governor in Council will approve the Nisga'a Court structure, procedures, and the method of selection of judges.</p> | <p>within a reasonable period of time after receipt of request</p> |
| <p>3. The Lieutenant Governor in Council will notify Nisga'a Lisims Government, in writing, of the approvals granted under activity 2, and the granting of all of these approvals completes the establishment of the Nisga'a Court.</p> | <p>as soon as practicable after approval</p> |
| <p>4. Nisga'a Lisims Government will appoint the judges of the Nisga'a Court.</p> | <p>after the establishment of the Nisga'a Court</p> |

Planning Assumptions/Guidelines/Comments:

Nisga'a Lisims Government will make any proposals under activity 1 to the provincial Minister responsible for the administration of justice. At the request of Nisga'a Lisims Government, British Columbia will identify that Minister.

Final Agreement Provisions:

33. If Nisga'a Lisims Government decides to establish a Nisga'a Court, Nisga'a Lisims Government will make laws to:
 - a. ensure that the Nisga'a Court and its judges comply with generally recognized principles in respect of judicial fairness, independence, and impartiality;
 - b. provide for means of supervision of judges of the Nisga'a Court by the Judicial Council of British Columbia or other similar means; and
 - c. provide procedures for appeals from decisions of the Nisga'a Court.
36. The Lieutenant Governor in Council will approve the Nisga'a Court's structure, procedures, and the method of selection of the judges of the Nisga'a Court or any amendment to the structure, procedures, or method of selection of judges of the Nisga'a Court, if Nisga'a Lisims Government has made laws in accordance with paragraph 33.
37. Nisga'a Lisims Government will appoint the judges of the Nisga'a Court.

Related Provisions:

Administration of Justice Chapter, paragraph(s) 30, 34, 35

Administration of Justice Chapter**Sheet #7****Review of Administration of Justice provisions****Paragraph(s):** 52**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:**

1. Canada, the Nisga'a Nation and British Columbia will, by agreement, review the Administration of Justice Chapter.
2. If the Parties agree, they may amend the Administration of Justice Chapter. Any such amendment will be in accordance with paragraph(s) 36 to 41 of the General Provisions Chapter.

Timing:no later than 10
years after the
effective date

as agreed

Final Agreement Provisions:

52. The Parties will review this Chapter no later than 10 years after the effective date, and may amend this Chapter if all Parties agree.

Related Provisions:

General Provisions Chapter, paragraph(s) 36 - 41

Indian Act Transition Chapter

Sheet #1

Validity of Wills for Members of Nisga'a Indian Bands**Paragraph(s):** 2**Parties:** Nisga'a Government
Canada (Department of Indian Affairs and Northern Development,
British Columbia Region)**Activities:****Timing:**

1. Canada will take reasonable steps to:
 - a) notify, in writing, all members of the Gitlakdamix, Gitwinsihiikw, Lakalzap and Gingolx Indian Bands who have deposited wills with the Minister; and
 - b) provide information to persons who may be eligible for enrolment under this agreement

within a reasonable period of time before the effective date

that their wills may not be valid after the effective date, and that their wills should be reviewed to ensure validity under provincial laws.

Final Agreement Provisions:

2. Before the effective date, Canada will take reasonable steps to:
 - a. notify in writing all members of the Nisga'a Indian bands that are referred to in paragraph 1 who have deposited wills with the Minister; and
 - b. provide information to persons who may be eligible for enrolment under this Agreement

that their wills may not be valid after the effective date, and that their wills should be reviewed to ensure validity under provincial laws.

Related Provisions:

Indian Act Transition Chapter, paragraph(s) 1

Indian Act Transition Chapter**Sheet #2****Application of Section 52 of the *Indian Act* with respect to the administration of property by the Minister immediately before the effective date****Paragraph(s):** 4**Parties:** Canada (Department of Indian Affairs and Northern Development)**Activities:****Timing:**

1. The Minister will administer sections 52, 52.2, 52.3, 52.3, 52.4 and 52.5 of the *Indian Act* with respect to the administration of any property to which a Nisga'a 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. as required

Final Agreement Provisions:

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 Nisga'a 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.

Indian Act Transition Chapter**Sheet #3****Participation of persons who are not Nisga'a citizens in Nisga'a Public Institutions****Paragraph(s):** 5, 6**Parties:** Nisga'a Government**Activities:****Timing:**

1. If an individual is not a Nisga'a Citizen but:
 - a) is ordinarily resident within Nisga'a Lands, and;
 - b) was a member of one of the Nisga'a bands identified in paragraph 1 of the *Indian Act* Transition Chapter on the date immediately before the effective date

the Nisga'a Government will provide for their participation in Nisga'a Public Institutions.
2. If an individual satisfies the criteria of activity 1, then Nisga'a Government will:
 - a) allow them a reasonable opportunity to make representations to the Nisga'a Public Institution;
 - b) allow them the ability to vote or become a member of the Nisga'a Public Institution, if the members of that Nisga'a Public Institution are elected; and
 - c) afford them other comparable measures.

Final Agreement Provisions:

5. Nisga'a Government will provide for participation in Nisga'a Public Institutions by individuals who are ordinarily resident within Nisga'a Lands, who are not Nisga'a citizens, and who were members of the Indian bands referred to in paragraph 1 on the date immediately before the effective date.
6. The means of participation under paragraph 5 will be:
 - a. a reasonable opportunity to make representations to a Nisga'a Public Institution;
 - b. the ability to vote for, or become a member of, a Nisga'a Public Institution if the members of the Nisga'a Public Institution are elected; or
 - c. other comparable measures.

Capital Transfer and Negotiation Loan Repayment Chapter**Sheet #1****Capital Transfer Payments****Paragraph(s):** 1, 4**Parties:** Canada (Department of Indian Affairs and Northern Development)
British Columbia
Nisga'a Nation**Activities:****Timing:**

- | | |
|--|---|
| 1. The Parties will calculate the amounts to be shown in the provisional version of Schedule A of the Capital Transfer and Negotiation Loan Repayment Chapter. | 14 days before the signing of the Nisga'a Final Agreement, or as agreed |
| 2. The Parties will calculate the amounts to be shown in the final version of Schedule A of the Capital Transfer and Negotiation Loan Repayment Chapter. | 14 days before the effective date, or as agreed |
| 3. Canada and British Columbia will each pay their respective capital transfer amounts to the Nisga'a Nation. | in accordance with Schedule A |
| 4. Canada may deduct from a capital transfer amount any loan repayment amount. | in accordance with Schedule B |

Final Agreement Provisions:

1. Subject to paragraph 4, Canada and British Columbia will each pay their respective capital transfer amounts to the Nisga'a Nation, in accordance with Schedule A.
4. Canada may deduct from a capital transfer amount that it would otherwise be required to pay to the Nisga'a Nation on a scheduled date in accordance with Schedule A, any loan repayment amount, or portion thereof, that the Nisga'a Nation would otherwise be required to pay to Canada in accordance with Schedule B on that scheduled date, except to the extent that the loan repayment amount has been prepaid in accordance with paragraph 3.

Related Provisions:

Capital Transfer and Negotiation Loan Repayment Chapter, Schedule A, B

Capital Transfer and Negotiation Loan Repayment Chapter**Sheet #2****Negotiation Loan Repayment****Paragraph(s):** 2 - 4**Parties:** Nisga'a Nation
Canada (Department of Indian Affairs and Northern Development)**Activities:****Timing:**

- | | | |
|----|--|---|
| 1. | Canada will calculate the actual loan repayment amounts for the eighth to fourteenth anniversaries to be inserted in the final version of Schedule B of the Capital Transfer and Negotiation Loan Repayment Chapter. | 14 days before the effective date, or as agreed |
| 2. | The Nisga'a Nation will pay loan repayment amounts to Canada. | in accordance with Schedule B |
| 3. | In the event of a loan prepayment, Canada will issue a letter to the Nisga'a Nation setting out the amount of the prepayment received and the manner in which it will be applied. | on receipt of loan prepayment |

Final Agreement Provisions:

2. Subject to paragraph 3, the Nisga'a Nation will pay loan repayment amounts to Canada in accordance with Schedule B.
3. The Nisga'a Nation may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts in the manner described in Schedule B.
4. Canada may deduct from a capital transfer amount that it would otherwise be required to pay to the Nisga'a Nation on a scheduled date in accordance with Schedule A, any loan repayment amount, or portion thereof, that the Nisga'a Nation would otherwise be required to pay to Canada in accordance with Schedule B on that scheduled date, except to the extent that the loan repayment amount has been prepaid in accordance with paragraph 3.

Related Provisions:

Capital Transfer and Negotiation Loan Repayment Chapter, Schedule B

Fiscal Relations Chapter**Sheet #1****Negotiation of fiscal financing agreements****Paragraph(s):** 3, 9, 10, 12

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

Activities:**Timing:**

- | | | |
|----|--|---|
| 1. | The Parties will initiate the negotiation of a fiscal financing agreement under paragraph 3 of the Fiscal Relations Chapter by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations. Any agreement must be in accordance with paragraphs 9 and 10 of the Fiscal Relations Chapter and the terms and conditions of the Fiscal Financing Agreement. | in accordance with the Fiscal Financing Agreement |
| 2. | The Parties will convene the first negotiation meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. | If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process. | within 15 days of termination |
| 4. | The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. | If the Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |
| 6. | If the Parties do not reach an agreement, the Fiscal Financing 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 Financing Agreement. | as required |

Final Agreement Provisions:

3. Every five years, or at other intervals if the Parties agree, the Parties will negotiate and attempt to reach agreement on a fiscal financing agreement by which funding will be provided to the Nisga'a Nation to enable the provision of agreed-upon public programs and services to Nisga'a citizens and, where applicable, non-Nisga'a occupants of Nisga'a Lands, at levels reasonably comparable to those generally prevailing in northwest British Columbia.
9. In negotiating fiscal financing agreements, the Parties will take into account, among other things:
 - a. costs necessary to establish and operate Nisga'a Lisims Government and Nisga'a Village Governments, and agreed-upon Nisga'a Public Institutions and the Nisga'a Court;

- b. efficiency and effectiveness in the provision of public programs and services;
 - c. location and accessibility of Nisga'a Lands;
 - d. population and demographic characteristics of persons receiving agreed-upon public programs and services;
 - e. other funding or support in respect of agreed-upon public programs or services provided to the Nisga'a Nation or a Nisga'a Village by Canada or British Columbia;
 - f. the level, type and condition of agreed-upon public works and utilities within Nisga'a Lands;
 - g. major maintenance and replacement of assets identified in and funded according to Schedule C to the first fiscal financing agreement, or other agreed-upon community or health capital assets;
 - h. necessary training requirements for agreed-upon public programs and services;
 - i. the desirability of reasonably stable, predictable and flexible funding arrangements;
 - j. the jurisdictions, authorities and obligations of Nisga'a Lisims Government and the Nisga'a Village Governments;
 - k. the authorities and obligations of, and the public programs and services for which responsibility is assumed or is to be assumed by, the Nisga'a Nation or a Nisga'a Village;
 - l. prevailing fiscal policies of Canada and British Columbia;
 - m. Nisga'a cultural values; and
 - n. Nisga'a Nation own source revenue capacity as determined under an own source revenue agreement or, in the absence of an own source revenue agreement, under this Chapter.
10. The Parties will address the following, among other things, in fiscal financing agreements:
- a. procedures for negotiating the next fiscal financing agreement;
 - b. procedures for assuming or transferring responsibility for the provision of agreed -upon programs and services;
 - c. procedures for funding, and assuming or transferring responsibility for, the provision of additional programs and services during the term of the fiscal financing agreement;
 - d. costs of emergencies and of fire suppression;
 - e. payment procedures;
 - f. dispute resolution; and
 - g. information exchange.
12. If the Parties do not reach a further fiscal financing agreement by the expiry date of a fiscal financing agreement, the fiscal financing 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 financing agreement.

Related Provisions:

Fiscal Relations Chapter, paragraph(s) 4, 13
General Provisions Chapter, paragraph(s) 49 - 51
Dispute Resolution Chapter, paragraph(s) 15 - 27
Appendix M-1 to M-5

Fiscal Relations Chapter**Sheet #2****Negotiation of agreement in respect of grants *in lieu* of property taxes****Paragraph(s):** 7**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

- | | |
|--|--------------------------------------|
| 1. The Parties will initiate the negotiation of an agreement under paragraph 7 of the Fiscal Relations Chapter by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations. | as desired |
| 2. The Parties will convene the first meeting of the collaborative negotiations. | within 21 days of delivery of notice |
| 3. If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process. | within 15 days of termination |
| 4. The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter. | within 30 days of delivery of notice |
| 5. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

7. The Parties will negotiate and attempt to reach agreements in respect of grants, between them, *in lieu* of property taxes.

Related Provisions:

Fiscal Relations Chapter, paragraph(s) 9, 10
 General Provisions Chapter, paragraph(s) 49 - 51
 Dispute Resolution Chapter, paragraph(s) 15 -27
 Appendix M-1 to M-5

Fiscal Relations Chapter**Sheet #3****Negotiation of an own source revenue agreement****Paragraph(s):** 14, 16, 18

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

Activities:	Timing:
1. The Parties will initiate the negotiation of an agreement under paragraph 14 of the Fiscal Relations Chapter by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations. Any agreement must be in accordance with paragraphs 16 and 18 of the Fiscal Relations Chapter and the terms and conditions of the own source revenue agreement.	as desired
2. The Parties will convene the first meeting of the collaborative negotiations.	within 21 days of delivery of notice
3. If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process.	within 15 days of termination
4. The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter.	within 30 days of delivery of notice
5. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions.	as agreed

Final Agreement Provisions:

14. Every 10 years, or at other intervals if the Parties agree, the Parties will negotiate and attempt to reach agreement on an own source revenue agreement under which Nisga'a Nation own source revenue capacity, and the manner and extent to which that capacity will be taken into account under fiscal financing agreements, will be determined.
16. In determining Nisga'a Nation own source revenue capacity, the Parties will apply the following principles:
 - a. the own source revenue capacity in respect of any source will not be taken into account so as to unreasonably reduce the incentive for the Nisga'a Nation or a Nisga'a Village to raise revenues from that source or to occupy any tax room that other Canadian governments may have made available by agreement with the Nisga'a Nation;
 - b. there should be a fair basis of comparison between the own source revenue capacity in respect of a Nisga'a settlement trust and the additional tax revenue that Canadian governments would have received if the income and capital gains, net of losses, of the trust were earned or realized

- in equal shares by all Nisga'a citizens, instead of by the trust, and if all Nisga'a citizens were resident in British Columbia;
- c. the own source revenue capacity in respect of each tax will not exceed the sum of:
 - i. the value of any tax room made available in respect of the tax by Canada or British Columbia under an agreement referred to in subparagraph 3(b) of the Taxation Chapter, or other agreement with the Nisga'a Nation, and
 - ii. where the tax is similar to a tax generally imposed by local authorities in British Columbia:
 - A. if the Nisga'a Nation or a Nisga'a Village is taxing only Nisga'a citizens, the amount by which the revenues derived by the Nisga'a Nation or the Nisga'a Village from the tax exceed the amount, if any, included in subparagraph 16(c)(i), or
 - B. if there is a delegated taxation authority in respect of the tax, under an agreement referred to in subparagraph 3(a) of the Taxation Chapter, the amount by which the tax capacity in respect of all persons over which Nisga'a Government has taxation power or authority exceeds the amount included in subparagraph 16(c)(i), and for this purpose, tax capacity will be determined on a fair and reasonable basis, taking into account the circumstances in Nisga'a communities and in similar communities in northwest British Columbia;
 - d. the own source revenue capacity in respect of commercial and investment activities, including exploitation of a natural resource, of the Nisga'a Nation, the Nisga'a Villages, Nisga'a government corporations, Nisga'a exempt corporations, and corporations without share capital established and operated for the benefit of the Nisga'a Nation or a Nisga'a Village, or any combination of them, will be reasonably comparable to, and not exceed, the additional revenues that other Canadian governments would have from taxation of those entities if:
 - i. they were Canadian private enterprises subject to taxation under federal and provincial laws of general application,
 - ii. the commercial and investment activities were their only activities,
 - iii. their only properties were properties related to the activities, and
 - iv. those properties were owned by them as private persons and not as governments; and
 - e. to the extent that a base is used in the calculation of a tax paid or payable by the Nisga'a Nation, a Nisga'a Village, a Nisga'a government corporation, a Nisga'a settlement trust, or a Nisga'a exempt corporation, it will not be used as a base in the calculation of Nisga'a Nation own source revenue capacity in place of that tax.
18. There is no Nisga'a Nation own source revenue capacity in respect of:
- a. proceeds from the sale of Nisga'a Lands or Nisga'a Fee Simple Lands;
 - b. a capital transfer;
 - c. the capital of a Nisga'a settlement trust, except to the extent that a capital gain results in own

- source revenue capacity in accordance with the principle in subparagraph 16(b);
- d. a distribution of capital from a Nisga'a settlement trust, except to the extent that a distribution to a Nisga'a citizen results in a tax that is included in the determination of own source revenue capacity in accordance with the principle in subparagraph 16(c);
 - e. the Nisga'a capital finance authority, including any income, gains or property of the authority, and any distribution by the authority, except to the extent that a distribution is included as own source revenue capacity in respect of a commercial activity of the recipient of the distribution; and
 - f. a transfer by a corporation to the Nisga'a Nation or a Nisga'a Village, to the extent that the transfer represents a distribution out of income that has already been taken into account in determining Nisga'a Nation own source revenue capacity.

Related Provisions:

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

Taxation Chapter**Sheet #1****Negotiation of agreements by Canada, British Columbia and the Nisga'a Nation for the provision of direct taxation authority and the coordination of taxation systems****Paragraph(s):** 3

Parties: Nisga'a Nation
 Canada (Department of Finance)
 British Columbia

Activities:**Timing:**

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. The Nisga'a Nation, Canada or British Columbia may propose, in writing, to either or both of the other Parties, to enter into an agreement respecting: <ol style="list-style-type: none"> a) Nisga'a Lisims Government or a Nisga'a Village Government direct taxation authority over Persons other than Nisga'a Citizens, on Nisga'a Lands; and b) the coordination of Nisga'a taxation with existing federal or provincial tax systems. 2. If desired, those Parties will enter into negotiations and attempt to reach agreement. 3. If those Parties reach an agreement, they will implement it in accordance with its terms and conditions. | <p>as desired</p> <p>as desired</p> <p>as agreed</p> |
|---|--|

Final Agreement Provisions:

3. From time to time Canada and British Columbia, together or separately, may negotiate with the Nisga'a Nation, and attempt to reach agreement on:
 - a. the extent, if any, to which Canada or British Columbia will provide to Nisga'a Lisims Government or a Nisga'a Village Government direct taxation authority over persons other than Nisga'a citizens, on Nisga'a Lands; and
 - b. the coordination of Nisga'a Lisims Government or Nisga'a Village Government taxation, of any person, with existing federal or provincial tax systems.

Related Provisions:

Taxation Chapter, paragraph(s) 4

Taxation Chapter**Sheet #2****Granting of remission of federal and provincial tax****Paragraph(s):** 7 - 9**Parties:** Canada (Department of Finance)
British Columbia**Activities:****Timing:**

- | | |
|---|---|
| <p>1. Canada and British Columbia, in accordance with paragraphs 7 and 8 of the Taxation Chapter, will each grant a remission of federal and provincial tax imposed or levied respecting:</p> <p style="margin-left: 20px;">a) the estate or interest of an Indian in the lands that were Nisga'a Indian reserves immediately before the effective date and that are within Nisga'a Lands;</p> <p style="margin-left: 20px;">b) the personal property of an Indian situated on those lands; and</p> <p style="margin-left: 20px;">c) an Indian's ownership, occupation, possession or use of that property.</p> | <p>as of the effective date</p> |
| <p>2. Draft the remission order and the documents required to give it effect. Canada's instrument to give effect will be an Order-in-Council.</p> | <p>before the effective date</p> |
| <p>3. The remission order will cease to apply with respect to transaction taxes.</p> | <p>as of the first day of the first month that starts after the eighth anniversary of the effective date</p> |
| <p>4. The remission order will cease to apply with respect to all other taxes.</p> | <p>as of the first day of the first calendar year that starts on or after the twelfth anniversary of the effective date</p> |

Final Agreement Provisions:

7. Subject to paragraphs 8 and 9, as of the effective date, Canada and British Columbia will each grant a remission of, respectively, federal and provincial tax imposed or levied in respect of:
- a. the estate or interest of an Indian in lands described in subparagraph 2(b) of the Lands Chapter that are within Nisga'a Lands;
- b. the personal property of an Indian situated on lands described in subparagraph 2(b) of the Lands Chapter that are within Nisga'a Lands; and

- c. an Indian's ownership, occupation, possession or use of any property referred to in subparagraph (a) or (b).
8. A remission of tax under paragraph 7 will be granted only where the property referred to in subparagraph 7(a) or (b), or the Indian in respect of the ownership, occupation, possession or use of the property referred to in subparagraph 7(a) or (b) would, but for this Agreement, be exempt from taxation by reason of the applicability of section 87 of the *Indian Act*.
9. The orders authorizing the remissions of tax referred to in paragraph 7 will cease to be effective:
 - a. in respect of transaction taxes, as of the first day of the first month that starts after the eighth anniversary of the effective date; and
 - b. in respect of all other taxes, as of the first day of the first calendar year that starts on or after the twelfth anniversary of the effective date.

Related Provisions:

Taxation Chapter, paragraph(s) 6

Taxation Chapter

Sheet #3

Negotiation of a tax exemption in respect of settlement lands if a similar exemption is provided for in another land claims agreement in northwest British Columbia

Paragraph(s): 17

Parties: Canada (Department of Finance)
British Columbia
Nisga'a Nation

Activities:

Timing:

- | | |
|--|--|
| <p>1. If, within twenty years of the effective date, Canada or British Columbia enact legislation pursuant to another land claims agreement in northwest British Columbia which provides:</p> <p style="margin-left: 20px;">a) that all of the lands of the First Nation will cease to be Indian reserves; and</p> <p style="margin-left: 20px;">b) a tax exemption with respect to an estate or interest of the First Nation in settlement lands,</p> <p>Canada or British Columbia will inform Nisga'a Government, in writing.</p> | <p>as soon as practicable after enactment of legislation</p> |
| <p>2. If desired, Nisga'a Government may request, in writing, that Canada and British Columbia enter into negotiations for the provision of similar tax exemptions for Nisga'a Government.</p> | <p>as desired</p> |
| <p>3. The Parties will enter into negotiations and attempt to reach agreement.</p> | <p>as soon as practicable after receipt of request</p> |
| <p>4. If an agreement is reached, it will be implemented in accordance with its terms and conditions.</p> | <p>as agreed</p> |

Final Agreement Provisions:

17. If, within 20 years after the effective date, Canada or British Columbia enacts legislation giving effect to another land claims agreement applicable in northwest British Columbia that:
- a. provides that all of the lands that were set apart as reserves of an Indian band whose members were represented by a party to the agreement cease to be reserves; and
- b. provides a tax exemption, not provided in paragraph 13, in respect of an estate or interest in settlement lands

Canada and British Columbia, upon request of Nisga'a Nation, will negotiate and attempt to reach

agreement on the provision of a similar tax exemption for the Nisga'a Nation and Nisga'a Villages.

Related Provisions:

Taxation Chapter, paragraph(s) 13 - 16

Taxation Chapter

Sheet #4

Entering into a Taxation Agreement**Paragraph(s):** 21, 23**Parties:** Nisga'a Nation
Canada (Department of Finance)
British Columbia**Activities****Timing:**

1. The Parties will negotiate a Taxation Agreement. prior to the effective date
2. The Parties will enter into that Taxation Agreement. on the effective date
3. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, that the provisions of the Taxation Agreement be given effect under federal and provincial law. as required

Final Agreement Provisions:

21. On the effective date, the Parties will enter into a Taxation Agreement. The Taxation Agreement does not form part of this Agreement.
23. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, that the provisions of the Taxation Agreement be given effect under federal and provincial law.

Related Provisions:

Taxation Chapter, paragraph(s) 22

Cultural Artifacts and Heritage Chapter

Sheet #1

Amendment of Appendices L-1 and L-2 resulting from permanent acquisitions by the Canadian Museum of Civilization, the correction of errors or the resolution of disputes

Paragraph(s): 3, 5, 12 - 14

Parties: Nisga'a Nation
Canada (Canadian Museum of Civilization, Department of Indian Affairs and Northern Development)

Activities:	Timing:
<p>1. If Canada or the Nisga'a Nation considers that there may be an error in determining whether an artifact described in paragraph 3 of the Cultural Artifacts and Heritage Chapter is a Nisga'a artifact:</p> <p>a) that Party will notify the other Party in writing; and</p> <p>b) Canada and the Nisga'a Nation will endeavour to determine whether the artifact is a Nisga'a artifact.</p>	<p>as desired</p> <p>within a reasonable period of time after receipt of notification</p>
<p>2. If Canada and the Nisga'a Nation are unable to determine whether the artifact is a Nisga'a artifact, they will refer the issue to the dispute resolution process set out in the Dispute Resolution Chapter.</p>	<p>as required</p>
<p>3. If it is determined under activity 1 or 2 that an artifact in the collection of the Canadian Museum of Civilization is a Nisga'a artifact and it is not listed on either Appendix L-1 or Appendix L-2, or if a Nisga'a artifact is permanently acquired by the Canadian Museum of Civilization after the effective date, Canada and the Nisga'a Nation will:</p> <p>a) seek to reach agreement on the transfer of the artifact to the Nisga'a Nation;</p> <p>b) if an agreement is reached, transfer the artifact in accordance with paragraphs 8 - 11 (see Sheet # 3) of the Cultural Artifacts and Heritage Chapter and amend Appendix L-1 to include the artifact; and</p> <p>c) if no agreement is reached, amend Appendix L-2, in accordance with paragraphs 36 to 41 of the General Provisions Chapter, to include the artifact.</p>	<p>as soon as practicable after determination</p>
<p>4. If it is determined that an artifact set out in Appendix L-1 is not a Nisga'a artifact:</p>	<p>as soon as practicable after determination</p>

- a) Appendix L-1 will be amended, in accordance with the Final Agreement amendment provisions, to remove the artifact; and
 - b) if the artifact has been transferred to the Nisga'a Nation pursuant to paragraph 10 of the Cultural Artifacts and Heritage Chapter, the Nisga'a Nation will transfer the legal interests in and possession of the artifact back to the Canadian Museum of Civilization, unless otherwise agreed.
5. If it is determined that an artifact set out in Appendix L-2 is not a Nisga'a artifact: as soon as practicable after determination
- a) Appendix L-2 will be amended, in accordance with the Final Agreement amendment provisions, to remove the artifact; and
 - b) if the artifact is in the possession of the Nisga'a Nation pursuant to a custodial agreement, Canada and the Nisga'a Nation will amend that custodial agreement and the Nisga'a Nation will return the artifact to the Canadian Museum of Civilization, unless otherwise agreed.

Planning Assumptions/Guidelines/Comments:

The Department of Indian Affairs and Northern Development is listed under the "Parties" in this activity sheet because it will have the lead role on behalf of Canada in amending Final Agreement appendices.

Final Agreement Provisions:

3. If the Nisga'a Nation or Canada considers that there may be an error in the determination of whether an artifact:
- a. set out in Appendix L-1; or
 - b. in the permanent collection of the Canadian Museum of Civilization, including an artifact set out in Appendix L-2
- is a Nisga'a artifact, they will endeavour to determine whether the artifact is a Nisga'a artifact.
5. A disagreement in respect of a determination under paragraph 3 or 4 of whether an artifact is a Nisga'a artifact is a disagreement within the meaning of the Dispute Resolution Chapter.
12. If, after the effective date:
- a. a Nisga'a artifact is permanently acquired by the Canadian Museum of Civilization; or
 - b. it is determined under paragraph 3 or 5 that another artifact in the collection of the Canadian Museum of Civilization is a Nisga'a artifact
- the artifact will be added to Appendix L-2 or, if the Canadian Museum of Civilization and the Nisga'a Nation agree, to Appendix L-1.

13. If it is determined under paragraph 3 or 5 that an artifact set out in Appendix L-1 is not a Nisga'a artifact:
 - a. the artifact will be removed from Appendix L-1; and
 - b. unless the Nisga'a Nation and Canada otherwise agree, the Nisga'a Nation will transfer its legal interests in, and possession of, the artifact to the Canadian Museum of Civilization.
14. If it is determined under paragraph 3 or 5 that an artifact set out in Appendix L-2 is not a Nisga'a artifact, the artifact will be removed from Appendix L-2.

Related Provisions:

Cultural Artifacts & Heritage Chapter, paragraph(s) 6 - 8, 10
Dispute Resolution Chapter, paragraph(s) 15 - 27
General Provisions, paragraph(s) 36 - 41
Appendix L-1, L-2, M-1 to M-6

Cultural Artifacts and Heritage Chapter**Sheet #2****Amendment of Appendices L-3 and L-4 resulting from permanent acquisitions by the Royal British Columbia Museum, the correction of errors or the resolution of disputes****Paragraph(s):** 4, 5, 27 - 30**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

- | | |
|--|--|
| <p>1. If British Columbia or the Nisga'a Nation considers that there may be an error in determining whether an artifact described in paragraph 4 of the Cultural Artifacts and Heritage Chapter is a Nisga'a artifact:</p> <p>a) that Party will notify the other Party in writing; and</p> <p>b) British Columbia and the Nisga'a Nation will endeavour to determine whether the artifact is a Nisga'a artifact.</p> | as desired |
| <p>2. If British Columbia and the Nisga'a Nation are unable to determine whether the artifact is a Nisga'a artifact, they will refer the issue to the dispute resolution process set out in the Dispute Resolution Chapter.</p> | as required |
| <p>3. If it is determined under activity 1 or 2 that the artifact is a Nisga'a artifact, or if a Nisga'a artifact is permanently acquired by the Royal British Columbia Museum after the effective date, the British Columbia and the Nisga'a Nation will:</p> <p>a) seek to reach agreement on the transfer of the artifact to Nisga'a Nation;</p> <p>b) if an agreement is reached, transfer the artifact in accordance with paragraphs 22 - 25 (see Sheet # 6) of the Cultural Artifacts and Heritage Chapter; and</p> <p>c) if no agreement is reached, amend Appendix L-4, in accordance with paragraphs 36 to 41 of the General Provisions Chapter, to include the artifact.</p> | as soon as practicable after determination |
| <p>4. If it is determined that an artifact set out in Appendix L-3 or L-4 is not a Nisga'a artifact:</p> <p>a) that appendix will be amended, in accordance with the Final Agreement amendment provisions, to remove the artifact; and</p> <p>b) if the artifact has been transferred to the Nisga'a Nation pursuant to paragraph 22 of the Cultural Artifacts and Heritage Chapter, the</p> | as soon as practicable after determination |

Nisga'a Nation will transfer the legal interests in and possession of the artifact back to the Royal British Columbia Museum, unless the Nisga'a Nation and British Columbia otherwise agree.

Final Agreement Provisions:

4. If the Nisga'a Nation or British Columbia considers that there may be an error in the determination of whether an artifact:
 - a. set out in Appendix L-3; or
 - b. in the permanent collection of the Royal British Columbia Museum, including an artifact set out in Appendix L-4is a Nisga'a artifact, they will endeavour to determine whether the artifact is a Nisga'a artifact.
5. A disagreement in respect of a determination under paragraph 3 or 4 of whether an artifact is a Nisga'a artifact is a disagreement within the meaning of the Dispute Resolution Chapter.
27. If, after the effective date, a Nisga'a artifact is permanently acquired by the Royal British Columbia Museum, the artifact will be included in Appendix L-4 or, where the Royal British Columbia Museum and Nisga'a Nation agree, will be transferred to Nisga'a Nation in accordance with this Chapter.
28. If it is determined under paragraph 4 or 5 of this Chapter that another artifact in the collection of the Royal British Columbia Museum on the effective date is a Nisga'a artifact, the artifact will be included in Appendix L-4, or transferred to Nisga'a Nation in accordance with this Chapter, in order to maintain the representative division of the Nisga'a artifacts in Appendix L-3 and Appendix L-4 .
29. If it is determined under paragraph 4 or 5 that an artifact listed in Appendix L-3 is not a Nisga'a artifact:
 - a. the artifact will be removed from Appendix L-3; and
 - b. unless the Nisga'a Nation and British Columbia otherwise agree, the Nisga'a Nation will transfer its legal interests in, and possession of, the artifact to the Royal British Columbia Museum.
30. If it is determined under paragraph 4 or 5 that an artifact listed in Appendix L-4 is not a Nisga'a artifact, the artifact will be removed from Appendix L-4 .

Related Provisions:

Cultural Artifacts & Heritage Chapter, paragraph(s) 6, 21
General Provisions Chapter, paragraph(s) 36 - 41
Dispute Resolution Chapter, paragraph(s) 15 - 27
Appendix L-3, L-4, M-1 to M-6

Cultural Artifacts and Heritage Chapter

Sheet #3

Transfer of Nisga'a artifacts set out in Appendix L-1 to the Nisga'a Nation

Paragraph(s): 8 - 11

Parties: Nisga'a Nation
Canada (Canadian Museum of Civilization)

Activities:

Timing:

- | | | |
|----|--|--|
| 1. | Until delivered to the Nisga'a Nation, Nisga'a artifacts will remain with the Canadian Museum of Civilization under the same terms and conditions as they are held on the effective date. | until delivered |
| 2. | If the Nisga'a Nation wishes to receive artifacts set out in Appendix L-1 before the fifth anniversary of the effective date or before the fifth anniversary of the date on which the artifacts were included in Appendix L-1:

a) it will request, in writing, that the Canadian Museum of Civilization transfer those artifacts; and

b) the Canadian Museum of Civilization will transfer those artifacts, as soon as practicable after receipt of the request, in accordance with activity 4. | as desired |
| 3. | If Canada or the Nisga'a Nation wishes to have the delivery of artifacts set out in Appendix L-1 take place after the fifth anniversary of the effective date or after the fifth anniversary of the date on which the artifacts were included in Appendix L-1, that Party will initiate discussions with the other Party and attempt to reach agreement on a transfer date. | as desired |
| 4. | The Canadian Museum of Civilization will transfer the artifacts set out in Appendix L-1 by:

a) preparing documentation respecting transfer of legal interests and possession;

b) determining transportation arrangements in accordance with the practices of the Canadian Museum of Civilization prevailing at the time;

c) notifying the Nisga'a Nation of transportation arrangements;

d) arranging specific details for receipt of artifacts by the Nisga'a Nation; and

e) delivering artifacts to the Nisga'a Nation. | five years from the effective date or the date that the artifact was included in Appendix L-1, unless another date is determined under activity 2 or 3 |

Final Agreement Provisions:

8. The Canadian Museum of Civilization will transfer to the Nisga'a Nation without condition all its legal interests in, and possession of, the Nisga'a artifacts set out in Appendix L-1:
 - a. as soon as practicable following a request by the Nisga'a Nation;
 - b. if there is no request by the Nisga'a Nation, five years after the effective date or the date that the artifact was included in Appendix L-1, whichever date is later; or
 - c. by any other date agreed to by the Canadian Museum of Civilization and the Nisga'a Nation.
9. The transfer of the legal interests in, and possession of, the Nisga'a artifacts under paragraph 8 is deemed to occur when those artifacts arrive at a location for delivery designated in writing by the Nisga'a Nation.
10. If the Nisga'a Nation does not designate a location for delivery, the Canadian Museum of Civilization will deliver those artifacts to the address for the Nisga'a Nation set out in the General Provisions Chapter.
11. The Canadian Museum of Civilization:
 - a. will continue to hold the Nisga'a artifacts set out in Appendix L-1 under the same terms and conditions as they are held on the effective date, until they are transported to the Nisga'a Nation;
 - b. will not be liable for any loss or damage to those Nisga'a artifacts unless the loss or damage results from dishonesty, gross negligence, or malicious or wilful misconduct of its employees or agents; and
 - c. will determine the transportation arrangements for, and will transport, those Nisga'a artifacts in accordance with the prevailing practices of the Canadian Museum of Civilization for transportation of artifacts to museums.

Related Provisions:

Cultural Artifacts & Heritage Chapter, paragraph(s) 4, 12
Appendix L-1

Cultural Artifacts and Heritage Chapter**Sheet #4****Negotiation of custodial agreements for Nisga'a artifacts set out in Appendix L-2****Paragraph(s):** 17 - 19**Parties:** Nisga'a Nation
Canada (Canadian Museum of Civilization)**Activities:****Timing:**

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

Planning Assumptions/Guidelines/Comments:

One custodial agreement at a time will be established for all Nisga'a artifacts in Appendix L-2. It is anticipated that first custodial agreement between the Nisga'a Nation and the Canadian Museum of Civilization will have been negotiated by the effective date, and that the timing of negotiations will allow for the completion of a subsequent custodial agreement to come into effect upon the expiry of the previous agreement.

Final Agreement Provisions:

17. From time to time, at the request of the Nisga'a Nation or the Canadian Museum of Civilization, the Nisga'a Nation and the Canadian Museum of Civilization will negotiate and attempt to reach custodial agreements in respect of Nisga'a artifacts listed in Appendix L-2.
18. Custodial agreements under paragraph 17 will:

- a. respect Nisga'a laws and practices relating to Nisga'a artifacts; and
 - b. comply with federal and provincial laws of general application and the statutory mandate of the Canadian Museum of Civilization.
19. Custodial agreements under paragraph 17 may set out:
- a. the Nisga'a artifacts to be in the possession of the Nisga'a Nation and those to be in the possession of the Canadian Museum of Civilization;
 - b. conditions of maintenance, storage, and handling of the Nisga'a artifacts;
 - c. conditions of access to and use, including study, display, and reproduction, of the Nisga'a artifacts and associated records by the public, researchers, and scholars;
 - d. provisions for incorporating new information into catalogue records and displays of the Nisga'a artifacts; and
 - e. provisions for enhancing public knowledge about the Nisga'a Nation through the participation of Nisga'a citizens in public programs and activities at the Canadian Museum of Civilization.

Related Provisions:

Cultural Artifacts & Heritage Chapter, paragraph(s) 15, 16
General Provisions Chapter, paragraph(s) 49 - 51
Dispute Resolution Chapter, paragraph(s) 15 - 27
Appendix L-2, M-1 to M-5

Cultural Artifacts and Heritage Chapter**Sheet #5****Consultation and exercise of rights of first refusal in the event of a proposed transfer of the legal interest in a Nisga'a artifact set out Appendix L-1 or L-2****Paragraph(s):** 20**Parties:** Nisga'a Nation
Canada (Canadian Museum of Civilization)**Activities:****Timing:**

1. If the Canadian Museum of Civilization or the Nisga'a Nation proposes to transfer its legal interest in a Nisga'a artifact set out in Appendix L-1 or L-2, the Party proposing the transfer will consult with the other Party by:
 - a) notifying the other Party of the proposed transfer, including its terms, in sufficient detail to permit the other Party to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for Nisga'a Nation to present its views;
 - b) if requested, providing sufficient information to permit the other Party to prepare its views on the matter; and
 - c) giving full and fair consideration to the other Party's views,

and the Party proposing the transfer will indicate that the other Party may exercise its right of first refusal under paragraph 20 of the Cultural Artifacts and Heritage Chapter.
2. The other Party may exercise its right of first refusal to acquire the artifact on the proposed terms.

as soon as practicable after proposal to transfer

at any time before the execution of the proposed transfer

Planning Assumptions/Guidelines/Comments:

A Party may exercise its right of first refusal during or after the consultation process set out in activity 1.

If Canada exercises its right of first refusal under paragraph 20 of the Cultural Artifacts and Heritage Chapter and acquires a Nisga'a artifact, the provisions of paragraphs 12, and 15 - 19 of the Cultural Artifacts and Heritage Chapter apply and the Nisga'a artifact will be set out in Appendix L-2, or if agreed, in Appendix L-1.

Final Agreement Provisions:

20. The Nisga'a Nation and the Canadian Museum of Civilization:
- a. will consult each other if either of them proposes to transfer its legal interest in a Nisga'a artifact set out in Appendix L-1 or L-2 respectively; and
 - b. may exercise a right of first refusal to acquire the Nisga'a artifact on the proposed terms of the transfer.

Related Provisions:

Appendix L-1, L-2

Cultural Artifacts and Heritage Chapter

Sheet #6

Transfer of Nisga'a artifacts set out in Appendix L-3 to the Nisga'a Nation

Paragraph(s): 22 - 25

Parties: Nisga'a Nation
British Columbia

Activities:

Timing:

- | | | |
|----|--|--|
| 1. | Until delivered to the Nisga'a Nation, Nisga'a artifacts will remain with the Royal British Columbia Museum under the same terms and conditions as they are held on the effective date. | until delivered |
| 2. | If the Nisga'a Nation wishes to receive artifacts set out in Appendix L-3 before the fifth anniversary of the effective date or before the fifth anniversary of the date on which the artifacts were included in Appendix L-3:

a) it will request, in writing, that the Royal British Columbia Museum transfer those artifacts; and

b) the Royal British Columbia Museum will transfer those artifacts, as soon as practicable after receipt of the request, in accordance with activity 4. | as desired |
| 3. | If British Columbia or the Nisga'a Nation wishes to have the delivery of artifacts set out in Appendix L-3 take place after the fifth anniversary of the effective date or after the fifth anniversary of the date on which the artifacts were included in Appendix L-3, that Party will initiate discussions with the other Party and attempt to reach agreement on a transfer date. | as desired |
| 4. | The Royal British Columbia Museum will transfer the artifacts set out in Appendix L-3 by:

a) preparing documentation respecting transfer of legal interests and possession;

b) determining transportation arrangements in accordance with the practices of the Royal British Columbia Museum prevailing at the time;

c) notifying the Nisga'a Nation of transportation arrangements;

d) arranging specific details for receipt of artifacts by the Nisga'a Nation; and

e) delivering artifacts to the Nisga'a Nation. | five years from the effective date or the date that the artifact was included in Appendix L-3, unless another date is determined under activity 2 or 3 |

Planning Assumptions/Guidelines/Comments:

It is anticipated that the Royal British Columbia Museum will represent British Columbia for the purposes of activities 2 - 4.

Final Agreement Provisions:

22. British Columbia will transfer to the Nisga'a Nation without condition all its legal interests in, and possession of, the Nisga'a artifacts set out in Appendix L-3:
 - a. as soon as practicable following a request by the Nisga'a Nation;
 - b. if there is no request by the Nisga'a Nation, five years after the effective date or the date that the artifact was included in Appendix L-3, whichever date is later; or
 - c. by any other date agreed to by British Columbia and the Nisga'a Nation.
23. The transfer of the legal interests in, and possession of, the Nisga'a artifacts under paragraph 22 is deemed to occur when those artifacts arrive at a location for delivery designated in writing by the Nisga'a Nation.
24. If the Nisga'a Nation does not designate a location for delivery, the Royal British Columbia Museum will deliver those artifacts to the address for the Nisga'a Nation set out in the General Provisions Chapter.
25. The Royal British Columbia Museum:
 - a. will continue to hold the Nisga'a artifacts set out in Appendix L-3 under the same terms and conditions as they are held on the effective date, until they are transported to the Nisga'a Nation;
 - b. will not be liable for any loss or damage to those Nisga'a artifacts unless the loss or damage results from dishonesty, gross negligence, or malicious or wilful misconduct of its employees or agents; and
 - c. will determine the transportation arrangements for, and will transport, those Nisga'a artifacts in accordance with the prevailing practices of the Royal British Columbia Museum for transportation of artifacts to museums.

Related Provisions:

Cultural Artifacts & Heritage Chapter, paragraph(s) 4, 27
Appendix L-3

Cultural Artifacts and Heritage Chapter**Sheet #7****Negotiation of custodial agreements respecting Nisga'a artifacts set out in Appendix L-4****Paragraph(s):** 31 - 33**Parties:** British Columbia
Nisga'a Nation**Activities:****Timing:**

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

Planning Assumptions/Guidelines/Comments:

It is anticipated that one custodial agreement at a time will be established for Nisga'a artifacts in Appendix L-4 and that the timing of negotiations will allow for the completion of a subsequent custodial agreement to come into effect upon the expiry of the previous agreement.

Final Agreement Provisions:

31. From time to time, at the request of the Nisga'a Nation or British Columbia, the Nisga'a Nation and British Columbia will negotiate and attempt to reach custodial agreements in respect of the Nisga'a artifacts listed in Appendix L-4.
32. Custodial agreements under paragraph 31 will:
 - a. respect Nisga'a laws and practices relating to Nisga'a artifacts; and
 - b. comply with federal and provincial laws of general application, and the statutory mandate of

the Royal British Columbia Museum.

33. Custodial agreements under paragraph 31 may set out:
- a. conditions of maintenance, storage, and handling of the Nisga'a artifacts;
 - b. conditions of access to and use, including study, display, and reproduction, of the Nisga'a artifacts and associated records by the public, researchers, and scholars;
 - c. provisions for incorporating new information into catalogue records and displays of the Nisga'a artifacts; and
 - d. conditions under which Nisga'a artifacts may be permanently removed from the collection of the Royal British Columbia Museum.

Related Provisions:

General Provisions Chapter, paragraph(s) 49 - 51

Dispute Resolution Chapter, paragraph(s) 15 - 27

Appendix L-4, M-1 to M-5

Cultural Artifacts and Heritage Chapter**Sheet #8****Negotiation of agreements by the Nisga'a Nation and British Columbia respecting Nisga'a artifacts****Paragraph(s):** 34**Parties:** Nisga'a Nation
British Columbia**Activities:****Timing:**

- | | |
|---|------------|
| 1. British Columbia or the Nisga'a Nation may propose the negotiation of an agreement respecting Nisga'a artifacts under paragraph 34 of the Cultural Artifacts and Heritage Chapter, by notifying the other Party, in writing. | as desired |
| 2. If desired, the Nisga'a Nation and British Columbia will enter into negotiations. | as desired |
| 3. If British Columbia and the Nisga'a Nation reach an agreement, they will implement it in accordance with its terms and conditions. | as agreed |

Final Agreement Provisions:

34. The Nisga'a Nation and British Columbia may negotiate agreements that:
- a. establish processes for lending Nisga'a artifacts;
 - b. provide for replication of Nisga'a artifacts;
 - c. provide for professional and technical training for Nisga'a citizens in museum skills and conservation expertise;
 - d. provide for enhancing public knowledge about the Nisga'a Nation through the participation of Nisga'a citizens in public programs and activities at the Royal British Columbia Museum; and
 - e. provide for other matters.

Related Provisions:

Cultural Artifacts & Heritage Chapter, paragraph(s) 31-33

Cultural Artifacts and Heritage Chapter**Sheet #9****Facilitation of the Nisga'a Nation's access to other public and private collections****Paragraph(s):** 35**Parties:** British Columbia
Nisga'a Nation
Canada (Canadian Museum of Civilization)**Activities:**

1. At the written request of the Nisga'a Nation, Canada will use reasonable efforts to facilitate Nisga'a Nation's access to other public and private collections.
2. At the written request of the Nisga'a Nation, British Columbia will use reasonable efforts to facilitate the Nisga'a Nation's access to other public and private collections.

Timing:

as soon as practicable after receipt of request

as soon as practicable after receipt of request

Final Agreement Provisions:

35. From time to time, at the request of the Nisga'a Nation, Canada and British Columbia will use reasonable efforts to facilitate the Nisga'a Nation's access to Nisga'a artifacts and human remains of Nisga'a ancestry that are held in other public and private collections.

Cultural Artifacts and Heritage Chapter

Sheet #10

Development and continuation of processes to manage heritage sites

Paragraph(s): 36 - 39

Parties: British Columbia
Nisga'a Government

Activities:

Timing:

- | | |
|---|--|
| <p>1. British Columbia will develop or continue processes, in accordance with paragraph 38 of the Cultural Artifacts and Heritage Chapter, to manage heritage sites in order to preserve the heritage values associated with those sites from proposed land and resource activities that may affect them.</p> | <p>until Nisga'a Government develops processes</p> |
| <p>2. Nisga'a Government will develop processes, in accordance with paragraph 38, to manage heritage sites on Nisga'a Lands in order to preserve the heritage values associated with those site from proposed land and resource activities that may affect those sites.</p> | <p>as required</p> |

Planning Assumptions/Guidelines/Comments:

It is anticipated that Nisga'a Government will establish its processes through Nisga'a laws in order for those processes to be enforceable.

The existing British Columbia processes to manage Heritage sites are set out in the *Heritage Conservation Act*.

Final Agreement Provisions:

36. Nisga'a Government will develop processes to manage heritage sites on Nisga'a Lands in order to preserve the heritage values associated with those sites from proposed land and resource activities that may affect those sites.
37. British Columbia will develop or continue processes to manage heritage sites in order to preserve the heritage values associated with those sites from proposed land and resource activities that may affect those sites.
38. The processes under paragraphs 36 and 37 will include measures designed to:
 - a. identify heritage sites;
 - b. provide notice to each other of heritage sites;
 - c. assess the significance of heritage sites;
 - d. ensure appropriate protective or management measures are taken to protect, or, if necessary, to mitigate the effects of unavoidable impacts on, heritage sites and associated material; and

- e. ensure that the appropriate person takes those measures and bears the associated costs.
39. Until Nisga'a Government establishes the processes referred to in paragraph 36, British Columbia's processes will apply on Nisga'a Lands.

Related Provisions:

Nisga'a Government Chapter, paragraph(s) 18

Cultural Artifacts and Heritage Chapter**Sheet #11****Disposition of Nisga'a artifacts discovered outside Nisga'a lands and Category A lands that come into the possession or control of British Columbia****Paragraph(s):** 41**Parties:** British Columbia
Nisga'a Nation**Activities:**

1. If a Nisga'a artifact discovered outside Nisga'a Lands and Category A lands comes into the permanent possession or control of British Columbia, British Columbia will notify the Nisga'a Nation, in writing.
2. British Columbia and the Nisga'a Nation will determine if the artifact is to be transferred to the Nisga'a Nation. If the artifact is to be transferred, British Columbia and the Nisga'a Nation will agree on transfer arrangements.
3. If the artifact is not transferred, British Columbia will lend it in accordance with any agreements negotiated under paragraphs 31 or 34 of the Cultural Artifacts and Heritage Chapter. If no loan agreement exists, British Columbia and the Nisga'a Nation will negotiate and attempt to reach an agreement regarding the loan of the artifact.

Timing:

as soon as practicable after coming into the control or possession of British Columbia

within a reasonable period of time after notification

within a reasonable period of time after decision not to transfer

Final Agreement Provisions:

41. If any Nisga'a artifact discovered in British Columbia outside Nisga'a Lands and Category A lands comes into the permanent possession, or under the control, of British Columbia, British Columbia will lend the artifact to the Nisga'a Nation in accordance with any agreements negotiated under paragraph 31 or 34, and British Columbia may transfer the artifact to the Nisga'a Nation.

Related Provisions:

Cultural Artifacts & Heritage Chapter, paragraph(s) 34

Cultural Artifacts and Heritage Chapter

Sheet #12

Disposition of Nisga'a artifacts discovered outside Nisga'a lands and Category A lands that come into the possession or control of Canada

Paragraph(s): 42

Parties: Canada
Nisga'a Nation

Activities:

1. Canada will notify the Nisga'a Nation of any Nisga'a artifact discovered outside Nisga'a Lands and Category A lands where they have come into the permanent possession or control of Canada.
2. Canada and the Nisga'a Nation will determine if the artifact is to be transferred to the Nisga'a Nation. If the artifact is to be transferred, Canada and Nisga'a Government will agree on transfer arrangements.
3. If the artifact is not transferred, Canada and the Nisga'a Nation will negotiate and attempt to reach agreement regarding the loan of the artifact.
4. If Canada and the Nisga'a Nation reach a loan agreement, they will implement it in accordance with its terms and conditions.

Timing:

as soon as practicable after coming into the control or possession of Canada

within a reasonable period of time after notification

within a reasonable period of time after decision not to transfer

as agreed

Final Agreement Provisions:

42. If any Nisga'a artifact discovered outside Nisga'a Lands and Category A lands comes into the permanent possession, or under the control, of Canada, Canada may lend the artifact to the Nisga'a Nation in accordance with any agreements negotiated with the Nisga'a Nation, and Canada may transfer the artifact to Nisga'a Nation.

Cultural Artifacts and Heritage Chapter**Sheet #13****Delivery of human remains of Nisga'a ancestry removed from a heritage site****Paragraph(s):** 43

Parties: Canada
 Nisga'a Nation
 British Columbia

Activities:**Timing:**

- | | | |
|----|--|---|
| 1. | If Canada or British Columbia intend to remove human remains from a heritage site that have been determined to be of Nisga'a ancestry, Canada or British Columbia, as appropriate, will inform the Nisga'a Nation of the decision to remove the remains. | as soon as practicable after decision to remove |
| 2. | Subject to federal or provincial laws, Canada or British Columbia, as appropriate, will make arrangements with Nisga'a Government for the delivery of the remains. | as soon as practicable |
| 3. | Canada or British Columbia, as appropriate, will deliver the remains to Nisga'a Government. | as agreed |

Final Agreement Provisions:

43. Subject to federal and provincial laws, any human remains of individuals of Nisga'a ancestry that are removed from a heritage site will be delivered to the Nisga'a Nation.

Local and Regional Government Relationships Chapter**Sheet #1****Consultation respecting the alteration of the boundaries of Electoral Area "A" in the Regional District of Kitimat-Stikine****Paragraph(s):** 3**Parties:** Nisga'a Nation
British Columbia**Activities:**

1. British Columbia will consult with the Nisga'a Nation in respect of the alteration of the boundaries of Electoral Area "A" in the Regional District of Kitimat-Stikine by:
 - a) notifying the Nisga'a Nation, in writing, of the matter in sufficient detail to permit the Nisga'a Nation to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for Nisga'a Nation to present its views;
 - b) if requested, providing sufficient information to permit the other Party to prepare its views on the matter; and
 - c) giving full and fair consideration of the Nisga'a Nation's views.

Timing:

before altering the boundaries

Final Agreement Provisions:

3. British Columbia will consult with Nisga'a Nation prior to altering the boundaries of Electoral Area "A" in the Regional District of Kitimat-Stikine.

Related Provisions:

Local and Regional Government Relationships Chapter, paragraph(s) 4

Dispute Resolution Chapter**Sheet #1****Resolution of disputes through informal discussions or formal Dispute Resolution processes****Paragraph(s):** 7, 11, 15 - 17, 19 - 27, 38 - 41, 43, 44**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

- | | | |
|----|---|---|
| 1. | If a conflict or dispute arises respecting the interpretation, application or implementation of the Nisga'a Final Agreement, or a breach or anticipated breach of the Agreement, or negotiations required to be conducted under any provision that provides that the Parties "will negotiate and attempt to reach agreement", the Parties may attempt to resolve the matter by informal discussions between or among the Parties. | as desired |
| 2. | If a disagreement is not resolved by informal discussion, and a Party directly involved in the disagreement wishes to invoke the Dispute Resolution Chapter, that Party will, as appropriate or required, follow the activities set out in Appendices M-1 to M-6. | as soon as practicable after decision to invoke Chapter |
| 3. | Except as provided otherwise in the Appendices to the Dispute Resolution Chapter, each participating Party will bear the costs of its own participation, representation and appointments in a collaborative negotiation conducted under the Dispute Resolution Chapter. | as required |
| 4. | Except as provided otherwise in the Appendices to the Dispute Resolution Chapter, the participating Parties will share equally all costs of a collaborative negotiation conducted under the Dispute Resolution Chapter. | as required |

Final Agreement Provisions:

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".

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.
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 M-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.
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.
19. Collaborative negotiations terminate in the circumstances set out in Appendix M-1.
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.
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 M-2;
 - b. technical advisory panel under Appendix M-3;
 - c. neutral evaluation under Appendix M-4;
 - d. elders advisory council under Appendix M-5; or
 - e. any other non-binding dispute resolution process assisted by a neutraland if they fail to agree, they will be deemed to have selected mediation under Appendix M-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.
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.
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.
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 subparagraph 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 M-6.
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 Nisga'a 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 Nisga'a Lisims Government.

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.

Related Provisions:

Dispute Resolution Chapter, paragraph(s) 4, 5, 12, 13, 45
Appendix M-1 to M-6

Dispute Resolution Chapter**Sheet #2****Adjudication of specified disputes by arbitration****Paragraph(s):** 28 - 34, 43, 44**Parties:** Nisga'a Nation
Canada
British Columbia**Activities:****Timing:**

1. If a disagreement arises out of any provision of the Final Agreement that provides that a matter will be "finally determined by arbitration", the matter will be referred to arbitration by a Party directly engaged in the disagreement delivering a notice to all Parties, as required under Appendix M-6. as required
2. 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, upon delivering a written notice to the participating Parties. within 15 days of receipt of notice under activity 1
3. An arbitral tribunal may make an order adding a Party as a participating Party at any time, if the arbitral tribunal considers that: as desired
 - 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 activity 1

and in that event, the arbitral tribunal may make any order it considers appropriate or necessary in the circumstances respecting conditions, including payment of costs, upon which the Party may be added.
4. An arbitral award is final and binding on all the Parties, except as set out in paragraph 34 of the Dispute Resolution Chapter.
5. Except as provided otherwise in the Appendices to the Dispute Resolution Chapter, each participating Party will bear the costs of its own participation, representation and appointments in an arbitration conducted under the Dispute Resolution Chapter. as required
6. Except as provided otherwise in the Appendices to the Dispute Resolution Chapter, the participating Parties will share equally all costs of an arbitration conducted under the Dispute Resolution Chapter. as required

Final Agreement Provisions:

28. After the later of termination of collaborative negotiations, or of a required facilitated process, in respect of a disagreement arising out of any provision of this Agreement that provides that a matter will be “finally determined by arbitration”, the disagreement will, on the delivery of a notice by a Party directly engaged in the disagreement, to all Parties as required under Appendix M-6, be referred to and finally resolved by arbitration in accordance with that Appendix.
29. After the later of termination of collaborative negotiations, or a required facilitated process, in respect of any disagreement, other than a disagreement referred to in paragraph 28, and with the written agreement of all Parties directly engaged in the disagreement, the disagreement will be referred to, and finally resolved by, arbitration in accordance with Appendix M-6.
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.
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 29and, 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.
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.
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.

Related Provisions:

Dispute Resolution Chapter, paragraph(s) 4, 5, 45
Appendix M-6

Eligibility and Enrolment Chapter

Sheet #1

Establishment and responsibilities of the Enrolment Committee

Paragraph(s): 8, 10 - 12, 17, 30 - 32

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

Activities:	Timing:
1. The General Executive Board of the Nisga'a Tribal Council will adopt the rules for the Enrolment Committee.	before appointing members to Enrolment Committee
2. The General Executive Board of the Nisga'a Tribal Council will establish the Enrolment Committee by appointing 8 members (two from each Nisga'a tribe, selected by their tribe).	as agreed
3. The Nisga'a Tribal Council will notify Canada and British Columbia, in writing, of the members of the Enrolment Committee.	as soon as practicable after appointment
4. The Enrolment Committee will carry out its responsibilities as identified in paragraph 11 of the Eligibility and Enrolment Chapter and the Enrolment Committee Workplan.	October 1, 1997 to September 30, 1999
5. The Enrolment Committee will: <ul style="list-style-type: none"> a) provide the Ratification Committee with the name of each individual who is enrolled, and any other information requested by the Ratification Committee; and b) if the Enrolment Committee forms the opinion that the applicant will be refused enrolment, provide the applicant with a reasonable opportunity to present further information or representations, in accordance with the enrolment rules. 	before the ratification referendum
6. The Enrolment Committee will provide a copy of the Enrolment Register to Nisga'a Government, Canada and British Columbia.	each year or as requested
7. The Enrolment Committee will make a decision in respect of every application received before the end of the initial enrolment period.	by September 30, 1999 or as soon as practicable thereafter
8. On dissolution, the Enrolment Committee will provide all of its records to Nisga'a Nation.	after decisions made on every application

9. Canada and British Columbia will pay the costs of the Enrolment Committee as set out in the “Eligibility and Enrolment Funding Agreement for a Nisga’a Final Agreement”, dated October 23, 1997, as per the terms of the funding agreement. The Parties have agreed on costs of \$470,000. during the initial enrolment period

Final Agreement Provisions:

8. The Enrolment Committee is a committee established by the General Executive Board of the Nisga’a Tribal Council and governed by enrolment rules adopted by the General Executive Board of the Nisga’a Tribal Council.
10. During the initial enrolment period, the Nisga’a Tribal Council or the Nisga’a Nation, as the case may be, will notify Canada and British Columbia of the names of the individuals appointed to the Enrolment Committee.
11. During the initial enrolment period, the Enrolment Committee will:
- a. consider each application and:
 - i. enrol each applicant who demonstrates that they meet the eligibility criteria, and
 - ii. refuse to enrol each applicant who does not demonstrate that they meet the eligibility criteria;
 - b. establish and maintain, as a public document, an enrolment register containing the name of each individual who is enrolled;
 - c. take reasonable steps to publish the enrolment rules and the eligibility criteria;
 - d. provide an application form to any individual who wishes to apply for enrolment;
 - e. provide written notification to each applicant of its decision in respect of their application, and if enrolment is refused, include written reasons for that decision;
 - f. provide a copy of the notification referred to in subparagraph 11(e), including any reasons, to the Nisga’a Tribal Council or the Nisga’a Nation, as the case may be, and to Canada;
 - g. upon request, provide in confidence a Party or the Enrolment Appeal Board with information in respect of an individual's enrolment application;
 - h. add names to, or delete names from, the enrolment register in accordance with this Chapter;
 - i. subject to this Chapter, keep information provided by and about applicants confidential; and
 - j. provide a copy of the enrolment register to the Parties each year and at other times on request.
12. In addition to the functions set out in paragraph 11, before the completion of the referendum in respect of this Agreement under paragraph 2 of the Ratification Chapter, the Enrolment Committee will:
- a. provide the Ratification Committee with the name of each individual who is enrolled, and any

- other information requested by the Ratification Committee; and
- b. if the Enrolment Committee forms the opinion that an applicant will be refused enrolment, provide the applicant with a reasonable opportunity to present further information or representations, in accordance with the enrolment rules.
17. If a Nisga'a participant, or an individual having legal authority to manage the affairs of a Nisga'a participant, applies to have the Nisga'a participant's name removed from the enrolment register, the Enrolment Committee will remove the Nisga'a participant's name and will notify the individual who made that application.
 30. During the initial enrolment period, Canada and British Columbia will pay the costs of the Enrolment Committee and the Enrolment Appeal Board as set out in the "Eligibility and Enrolment Funding Agreement for a Nisga'a Final Agreement" dated October 23, 1997.
 31. The Enrolment Committee and the Enrolment Appeal Board will be dissolved when they have made a decision in respect of every application or appeal made or commenced before the end of their respective initial enrolment period.
 32. On dissolution, the Enrolment Committee and Enrolment Appeal Board will provide their records to Nisga'a Lisims Government.

Related Provisions:

Eligibility and Enrolment Chapter, paragraph(s) 9

Eligibility and Enrolment Chapter

Sheet #2

Establishment and responsibilities of the Enrolment Appeal Board

Paragraph(s): 19, 20, 30 - 32

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

Activities:	Timing:
1. The Nisga'a Nation will appoint a member to the Enrolment Appeal Board.	on the effective date
2. Canada will appoint, by Order in Council, a member to the Enrolment Appeal Board.	on the effective date
3. The Nisga'a Nation and Canada will provide notice to each other of the appointments.	as soon as practicable after appointment
4. Members appointed by the Nisga'a Nation and Canada will choose a third member to act as chairperson.	as soon as practicable after appointment
5. The Nisga'a Nation and Canada will jointly appoint the Chairperson. Canada's instrument of appointment will be an Order in Council.	as soon as practicable after chosen
6. The Enrolment Appeal Board will carry out its responsibilities as identified in paragraph 20 of the Eligibility and Enrolment Chapter.	from the effective date to the day before the second anniversary of the effective date
7. The Enrolment Appeal Board will make a decision in respect of every appeal received before the end of the initial enrolment period.	by the second anniversary of the effective date or as soon as practicable thereafter
8. On dissolution, the Enrolment Appeal Board will provide all of its records to the Nisga'a Nation.	immediately before dissolution
9. Canada and British Columbia will pay the costs of the Enrolment Appeal Board as set out in the "Eligibility and Enrolment Funding Agreement for a Nisga'a Final Agreement", dated October 23, 1997, as per the terms of the funding agreement. The Parties have agreed on costs of \$60,000.	during the initial enrolment period

Final Agreement Provisions:

19. On the effective date, the Nisga'a Nation and Canada will establish the Enrolment Appeal Board consisting of three members. The Nisga'a Nation and Canada will each appoint one member and will jointly appoint a chairperson.
20. The Enrolment Appeal Board will:
 - a. establish its own procedures and time limits;
 - b. hear and determine each appeal brought under paragraph 18 and decide whether the applicant will be enrolled;
 - 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 decision to the appellant, the applicant and the Parties.
30. During the initial enrolment period, Canada and British Columbia will pay the costs of the Enrolment Committee and the Enrolment Appeal Board as set out in the "Eligibility and Enrolment Funding Agreement for a Nisga'a Final Agreement" dated October 23, 1997.
31. The Enrolment Committee and the Enrolment Appeal Board will be dissolved when they have made a decision in respect of every application or appeal made or commenced before the end of their respective initial enrolment period.
32. On dissolution, the Enrolment Committee and Enrolment Appeal Board will provide their records to Nisga'a Lisims Government.

Related Provisions:

Eligibility and Enrolment Chapter, paragraph(s) 18, 21, 22, 26

Eligibility and Enrolment Chapter

Sheet #3

Establishment and maintenance of an enrolment process after the initial enrolment period

Paragraph(s): 33

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

Activities:

Timing:

- | | | |
|----|---|---|
| 1. | The Nisga'a Nation will establish a process for enrolling participants and notify Canada of that process. | before September 30, 1999 |
| 2. | The Nisga'a Nation will establish a process for hearing and determining any appeals from a decision of the body receiving applications and making determinations in respect of enrolment. | before the second anniversary of the effective date |
| 3. | The Nisga'a Nation will maintain the enrolment register. | after September 30, 1999 |
| 4. | The Nisga'a Nation will provide a true copy of the enrolment register to Canada and British Columbia each year or as they request. | on the anniversary of the effective date, or as requested |
| 5. | The Nisga'a Nation will provide information concerning enrolment to Canada and British Columbia as they request. | as soon as practicable after request |

Final Agreement Provisions:

33. Subject to the funding agreement referred to in paragraph 30, after the initial enrolment period the Nisga'a Nation will:
- a. be responsible for an enrolment process and the administrative costs of that process;
 - b. maintain the enrolment register;
 - c. provide a copy of the enrolment register to Canada and British Columbia each year or as they request; and
 - d. provide information concerning enrolment to Canada and British Columbia as they request.

Related Provisions:

Eligibility and Enrolment Chapter, paragraph(s) 30
Nisga'a Government Chapter, paragraph(s) 18

Implementation Chapter**Sheet #1****Negotiation and establishment of the Implementation Plan****Paragraph(s):** 1 - 4

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

Activities:**Timing:**

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. The Parties will negotiate an Implementation Plan in accordance with the Implementation Chapter, which includes: <ol style="list-style-type: none"> a) "Activity Sheets" (Annex A); b) a "Communication Strategy" (Annex B); and c) "Guidelines for the Operation of the Implementation Committee" (Annex C). 2. The Parties will sign the Implementation Plan. 3. The Parties will be guided by the Implementation Plan. | <p>as soon as practicable after initialling of the Final Agreement</p> <p>as agreed</p> <p>for 10 years, commencing on the effective date</p> |
|--|---|

Final Agreement Provisions:

1. On the effective date, the Parties will establish an Implementation Plan to guide the Parties on the implementation of this Agreement.
2. The Implementation Plan will be for a term of 10 years, commencing on the effective date.
3. The Implementation Plan:
 - a. identifies obligations and activities arising from this Agreement;
 - b. identifies the manner in which the Parties anticipate fulfilling those obligations and undertaking those activities;
 - c. contains guidelines for the operation of the Implementation Committee established under this Chapter;
 - d. includes a communication strategy in respect of the implementation and content of this Agreement;
 - e. provides for the preparation of annual reports on the implementation of this Agreement; and

- f. addresses other matters agreed to by the Parties.
4. The Implementation Plan:
- a. is not part of this Agreement;
 - b. is not intended to be a Final Agreement or land claims agreement, and it is not intended to recognize or affirm aboriginal or Final Agreement rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
 - c. does not create legal obligations;
 - d. does not alter any rights or obligations set out in this Agreement;
 - e. does not preclude any Party from asserting that rights or obligations exist under this Agreement even though they are not referred to in the Implementation Plan; and
 - f. is not to be used to interpret this Agreement.

Implementation Chapter**Sheet #2****Establishment of the Implementation Committee****Paragraph(s):** 5

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

Activities:	Timing:
1. The Parties will establish the Implementation Committee for a term of ten years.	on the effective date
2. The Minister of Indian Affairs and Northern Development will designate a representative to the Implementation Committee and notify the other Parties, in writing, of the name of its representative.	within one month of the effective date
3. British Columbia will designate its representative to the Implementation Committee and notify, in writing, the other Parties of the name of its representative.	within one month of the effective date
4. The Nisga'a Nation will designate its representative to the Implementation Committee and notify, in writing, the other Parties of the name of its representative.	within one month of the effective date
5. If a Party's representative ceases to be a member of the Implementation Committee, that Party will designate a replacement member and notify the other Parties, in writing.	as required
6. The Implementation Committee will advise the Parties on the further implementation of the Nisga'a Final Agreement.	before the tenth anniversary of the effective date

Final Agreement Provisions:

5. On the effective date, the Parties will establish the Implementation Committee for a term of ten years:
 - a. to provide a forum for the Parties to discuss the implementation of this Agreement; and
 - b. before the tenth anniversary of the effective date, to advise the Parties on the further implementation of this Agreement.

Ratification Chapter**Sheet #1****Nisga'a ratification of the Nisga'a Final Agreement****Paragraph(s):** 2

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

Activities:	Timing:
1. The Nisga'a Chief Negotiator will initial the Nisga'a Final Agreement and submit it for ratification.	as required
2. The Ratification Committee will convene a one day meeting in each community for which a voting area is established to inform voters of the Referendum Process.	as per the Ratification Committee rules
3. The Ratification Committee will convene a five day meeting in each community for which a voting area is established to inform voters of the substance of the Nisga'a Final Agreement.	as per the Ratification Committee rules
4. Nisga'a Tribal Council will call an assembly of the Nisga'a Nation to debate the proposed Nisga'a Final Agreement.	as per the Ratification Committee rules
5. The Nisga'a Final Agreement will be sent to referendum if the motion is adopted by a simple majority of those voting on the motion.	as required
6. The Nisga'a Nation will have ratified the Nisga'a Final Agreement when the requirements of paragraph 2 of the Ratification Chapter have been met.	

Final Agreement Provisions:

2. Ratification of this Agreement by the Nisga'a Nation requires:
 - a. debate at an assembly of the Nisga'a Nation called to consider this Agreement and to determine whether to refer it to a referendum;
 - b. proposal at that assembly of a motion to refer this Agreement to a referendum;
 - c. adoption of that motion by a simple majority of those voting on that motion;
 - d. conduct, by the Ratification Committee, of the referendum referred to in paragraph 5 of this Chapter; and
 - e. in that referendum, a simple majority of eligible voters vote in favour of entering into this Agreement.

Ratification Chapter**Sheet #2****Establishment and operation of Ratification Committee and holding of a referendum for the ratification of the Nisga'a Final Agreement by the Nisga'a Nation****Paragraph(s):** 4, 5, 9**Parties:** Nisga'a Tribal Council / Nisga'a Nation
Canada (Department of Indian Affairs and Northern Development)
British Columbia**Activities:****Timing:**

1. Canada, British Columbia and the General Executive Board of the Nisga'a Tribal Council named their representatives to the Ratification Committee. before the initialling of the Nisga'a Final Agreement
2. The Committee will: as per the Ratification Committee rules
 - a) prepare and publish the preliminary list of voters based on information provided by the enrolment and eligibility list;
 - b) provide the Nisga'a Nation with reasonable opportunity to review substance and detail of proposed Nisga'a Final Agreement;
 - c) prepare and publish an official voters list;
 - d) update the official voters list by:
 - i) adding names of individuals whom the Ratification committee determines to be eligible in accordance with paragraph 6;
 - ii) adding individuals as per paragraph 8 of the Ratification Chapter;
 - iii) removing official voters that have died on or before the last day of voting without having voted; and
 - iv) removing official voters ruled to be incapacitated in accordance with paragraph 5(d)(iv) of the Ratification Chapter;
 - e) approve the form and content of the ballot;
 - f) authorize and provide general direction to voting officers;

- g) conduct the ratification vote in accordance with the “Rules for the Committees and for the conduct of the Referendum required to ratify the Nisga’a Final Agreement and to adopt the Constitution of the Nisga’a Nation”; and
 - h) count the vote.
3. The Ratification Committee will submit the results of the ratification vote to each of the Parties. as soon as practicable after the conclusion of the count
 4. Representatives of each of the Parties will sign the Nisga’a Final Agreement. as required
 5. Canada and British Columbia will pay the costs of the Ratification Committee as set out in the “Ratification Funding Agreement for a Nisga’a Final Agreement” entered into by the Parties on March 31, 1998, as per the terms of the funding agreement. The Parties have agreed on costs of \$600,000. as required

Final Agreement Provisions:

4. The Ratification Committee is a committee established by the General Executive Board of the Nisga’a Tribal Council and governed by rules adopted by the General Executive Board of the Nisga’a Tribal Council. It includes a representative of Canada, selected by the Minister of Indian Affairs and Northern Development, and a representative of British Columbia.
5. Conduct of the referendum by the Ratification Committee requires the following steps:
 - a. preparing and publishing a preliminary list of voters based on the information provided by the Enrolment Committee under paragraph 12 of the Eligibility and Enrolment Chapter;
 - b. taking reasonable steps to provide the opportunity for the Nisga’a Nation to review this Agreement;
 - c. preparing and publishing an official voters list at least 14 days before the first day of general voting in the referendum by:
 - i. determining whether or not each individual whose name is provided to it by the Enrolment Committee is eligible to vote, and
 - ii. including on that list the name of each individual whom the Ratification Committee determines to be eligible to vote in accordance with paragraph 6;
 - d. updating the official voters list by:
 - i. at any time before the end of general voting, adding to the official voters list the name of each individual whom the Ratification Committee determines to be eligible to vote in accordance with paragraph 6,

- ii. adding to the official voters list the name of each individual who votes in accordance with paragraph 7 and whose vote counts in accordance with paragraph 8,
 - iii. removing from the official voters list the name of each individual who died on or before the last day of voting without having voted in the referendum, and
 - iv. removing from the official voters list the name of each individual who did not vote in the referendum and who provides, within seven days of the last scheduled day of voting in the referendum, 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;
 - e. approving the form and content of the ballot;
 - f. authorizing and providing general direction to voting officers;
 - g. conducting the vote on a day or days determined by the Ratification Committee; and
 - h. counting the vote.
9. Canada and British Columbia will pay the costs of the Ratification Committee as set out in the "Ratification Funding Agreement for a Nisga'a Final Agreement" entered into by the Parties on March 31, 1998.

Related Provisions:

Ratification Chapter, paragraph(s) 6 - 8

Ratification Chapter**Sheet #3****Ratification of the Nisga'a Final Agreement by Canada****Paragraph(s):** 10**Parties:** Canada**Activities:****Timing:**

- | | | |
|----|--|----------------|
| 1. | A representative of Canada will initial the Nisga'a Final Agreement and submit it for ratification. | August 4, 1998 |
| 2. | Settlement legislation will be drafted and presented to Parliament. | as required |
| 3. | Canada will have ratified the Nisga'a Final Agreement when the requirements of paragraph 10 of the Ratification Chapter have been met. | as required |

Final Agreement Provisions:

10. Ratification of this Agreement by Canada requires:
 - a. that this Agreement be signed by a Minister of the Crown authorized by the Governor in Council; and
 - b. the enactment of federal settlement legislation giving effect to this Agreement.

Related Provisions:

General Provisions Chapter, paragraph(s) 4, 29

Ratification of the proposed Nisga’a Final Agreement by British Columbia

Paragraph(s): 11

Parties: British Columbia

Activities:

Timing:

- | | |
|---|----------------|
| 1. A representative of British Columbia will initial the Nisga’a Final Agreement. | August 4, 1998 |
| 2. Settlement legislation will be drafted and presented to the Provincial Legislature. | as required |
| 3. British Columbia will have ratified the Nisga’a Final Agreement when the requirements of paragraph 11 of the Ratification Chapter have been met. | as required |

Final Agreement Provisions:

- 11. Ratification of this Agreement by British Columbia requires:
 - a. that this Agreement be signed by a Minister of the Crown authorized by the Lieutenant Governor in Council; and
 - b. the enactment of provincial settlement legislation giving effect to this Agreement.

Communication Strategy

The purpose of this communication strategy is to provide for the effective communication of information about the content and implementation of the Nisga'a Final Agreement.

Following are some specific activities identified by the Nisga'a Nation, Canada, and British Columbia as having the potential to contribute to meeting the objectives of the Parties:

- a) In order to assist in the effective implementation of the Nisga'a Final Agreement, the Nisga'a Nation, Canada and British Columbia will conduct workshops or undertake other activities to ensure that their respective employees, agents and contractors are aware of and understand the impact of the Nisga'a Final Agreement and the Implementation Plan for the Nisga'a Final Agreement on the performance of their duties.
- In order to promote awareness of the Nisga'a Final Agreement among members of the public who are interested in or affected by it, the Nisga'a Nation, Canada and British Columbia will undertake activities to make public and explain the Nisga'a Final Agreement and the Implementation Plan for the Nisga'a Final Agreement. The Nisga'a Nation, Canada and British Columbia will consider using methods such as:
 - regular publications
 - special publications
 - computer-based information
 - public service announcements
 - news releases or communiques
 - public information meetings
 - workshops for public groups with specific interests

When the Parties are undertaking activities in support of this communications strategy they will, if they agree that it is desirable, conduct communications activities jointly.

Guidelines for the Operation of the Implementation Committee

The following are guidelines for the operation of the Implementation Committee referred to in paragraph 5 of the Implementation Chapter of the Nisga'a Final Agreement.

1. The Implementation Committee is established to:
 - a) provide a forum for the Parties to discuss the implementation of the Nisga'a Final Agreement;
 - b) facilitate communication and the sharing of information among the Parties to assist in the implementation of the Nisga'a Final Agreement;
 - c) attempt to resolve implementation issues that may arise from time to time, without limiting, in any way, the opportunities provided in the Dispute Resolution Chapter of the Nisga'a Final Agreement;
 - d) make amendments to Annex A, B, or C, when it deems necessary; and
 - e) develop and provide annual reports on the implementation of the Nisga'a Final Agreement to the Minister of Indian Affairs and Northern Development, British Columbia and Nisga'a Lisims Government. Canada will be responsible for publishing those annual reports.
2. The Implementation Committee will establish its procedures.
3. The Implementation Committee will meet as often as necessary to carry out its responsibilities and, in any event, will meet at least once per year. The Committee will meet in British Columbia, unless it agrees otherwise and at least one meeting per year will be in the Nass Valley.
4. Any decision of the Implementation Committee will require the consensus of the Committee's members.
5. After the ninth anniversary of the effective date of the Nisga'a Final Agreement, the Implementation Committee will provide advice to the Parties concerning the implementation of the Nisga'a Final Agreement beyond the tenth anniversary of the effective date. If the Committee is unable to reach consensus on this advice, it will submit the advice of each of its members to the Parties.