

DRAFT

SLIAMMON

AGREEMENT-IN-PRINCIPLE

February 24, 2001

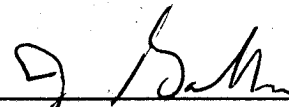
Initialed by the Chief Negotiators to signify their intent to recommend the draft Sliammon Agreement-in-Principle dated February 24, 2001 for approval in accordance with the process set out in the Approval of the Agreement-in-Principle Chapter of the Sliammon Agreement-in-Principle.

FOR THE SLIAMMON FIRST NATION:

Initialed in Sliammon, British Columbia, this 24th day of February, 2001.

B.P.


Chief Bruce Point

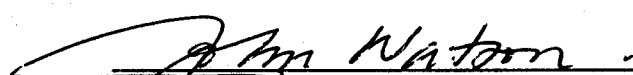


Witnessed by:
Joe Gallagher, Negotiator

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:

Initialed in Sliammon, British Columbia, this 24th day of February, 2001.

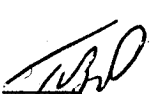

Vince Collins
Chief Federal Negotiator

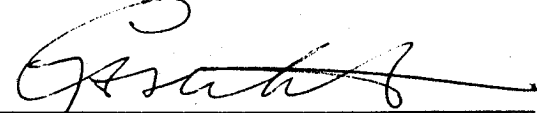


Witnessed by:
John Watson, Regional Director General
Department of Indian and Northern Affairs

FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA:

Initialed in Sliammon, British Columbia, this 24th day of February, 2001.


Trevor Proverbs
Chief Provincial Negotiator



Witnessed by:
Honourable Gordon Wilson,
Minister of Forests

TABLE OF CONTENTS

PREAMBLE		3
CHAPTER 1	DEFINITIONS	4
CHAPTER 2	GENERAL PROVISIONS	11
CHAPTER 3	LANDS	17
CHAPTER 4	WATER	24
CHAPTER 5	FOREST RESOURCES	26
CHAPTER 6	ACCESS	28
CHAPTER 7	CROWN CORRIDORS AND ROADS	31
CHAPTER 8	FISHERIES	35
CHAPTER 9	WILDLIFE AND MIGRATORY BIRDS	47
CHAPTER 10	ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL PROTECTION	53
CHAPTER 11	SLIAMMON ROLE OUTSIDE SLIAMMON LANDS	54
CHAPTER 12	GOVERNANCE	57
CHAPTER 13	LOCAL AND REGIONAL GOVERNMENT RELATIONS	64
CHAPTER 14	<i>INDIAN ACT</i> TRANSITION	65
CHAPTER 15	CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT	66
CHAPTER 16	FISCAL RELATIONS	69
CHAPTER 17	TAXATION	73

CHAPTER 18	ARTIFACTS, ANCIENT HUMAN REMAINS, HERITAGE SITES AND PLACE NAMES	77
CHAPTER 19	DISPUTE RESOLUTION	79
CHAPTER 20	ELIGIBILITY AND ENROLMENT	80
CHAPTER 21	IMPLEMENTATION	82
CHAPTER 22	APPROVAL OF THE AGREEMENT-IN-PRINCIPLE	83
CHAPTER 23	RATIFICATION OF THE FINAL AGREEMENT	84
APPENDICES		
APPENDIX A-1	MAP OF SLIAMMON LANDS	86
APPENDIX A-2	MAP OF PORTION OF SLIAMMON LANDS	87
APPENDIX A-3	DESCRIPTION OF SLIAMMON LANDS	88
APPENDIX B	LIST OF INTERESTS ON SLIAMMON LANDS	98
APPENDIX C	LIST OF AQUACULTURE TENURES	101
APPENDIX D	DESCRIPTION OF OTHER SLIAMMON LANDS	102
APPENDIX E	LIST OF EXISTING FORESTRY RESEARCH PLOTS	103
APPENDIX F	LIST OF CROWN CORRIDORS	105
APPENDIX G	MAP OF SLIAMMON DOMESTIC FISHING AREA	107
APPENDIX H	DOMESTIC SALMON ALLOCATIONS	108
APPENDIX I	MAP OF WILDLIFE AND MIGRATORY BIRDS HARVEST AREA AND PLANT GATHERING AREA	110
APPENDIX J	MAP OF STRATEGIC LAND USE PLANNING AREA	111

PREAMBLE

WHEREAS Sliammon are aboriginal people of Canada;

WHEREAS section 35 of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada and the courts have stated that aboriginal rights include aboriginal title;

WHEREAS the courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;

WHEREAS the Parties intend to negotiate a Final Agreement to provide a basis for this reconciliation and to provide a basis for a new relationship;

WHEREAS the negotiations of this Agreement have been conducted in an atmosphere of mutual respect and openness;

WHEREAS the Parties have negotiated this Agreement under the British Columbia Treaty Commission process;

WHEREAS the Parties desire certainty in respect of Sliammon ownership and use of lands and resources, Sliammon law-making authority and the relationship of Federal Laws, Provincial Laws and Sliammon Laws; and

WHEREAS this Agreement sets out the principles agreed to by the Parties as the basis for negotiating a Final Agreement,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 - DEFINITIONS

“Agreement” means this Agreement-in-Principle.

“Allocation” means

- a) in respect of a right to harvest Fish and Aquatic Plants:
 - i) a defined harvest quantity or quota;
 - ii) a formula defining a harvest quantity or quota; or
 - iii) a defined harvest area, within the Sliammon Domestic Fishing Area, and
- b) in respect of a right to harvest Wildlife or Migratory Birds:
 - i) a defined harvest quantity or quota; or
 - ii) a formula defining a harvest quantity or quota,

set out in the Final Agreement or in a Sliammon Harvest Agreement, as applicable.

“Annual Wildlife Harvest Plan” means the Annual Wildlife Harvest Plan described in the Wildlife and Migratory Birds Chapter.

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

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

- a) to ensure conservation of Fish, Wildlife Fish and stream habitats and to continue navigability as determined by the Minister in accordance with Federal and Provincial Laws and policies and in accordance with the provisions of the Final Agreement; and
- b) under water reservations and water licences existing as of the date of this Agreement, and water licences applied for prior to the date of this Agreement.

“Available Terminal Harvest” for an area, in respect of a stock or species of Fish, means the

number, established by the Minister, of the stock or species as being available for harvest in the area. In establishing an Available Terminal Harvest, the Minister may use both in-season estimates and post-season catch data.

“Capital Transfer” means an amount paid by Canada or British Columbia to Sliammon under the Capital Transfer and Negotiation Loan Repayment Chapter.

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

“Consult” and **“Consultation”** mean provision to a party of:

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

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

“Crown Corridors” means the lands set out in Appendix F.

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

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

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

- a) an artificial improvement to fish habitat; or
- b) the application of fish culture technology.

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

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

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

“Final Agreement” means the agreement among Sliammon, Canada and British Columbia which will be negotiated based on this Agreement.

“First Nation Funding Agreements” means any agreement respecting loan funding allocated to Sliammon Indian Band by the British Columbia Treaty Commission or by British Columbia Treaty Commissioners.

“Fish” means:

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

but does not include Wildlife Fish.

“Foreshore” means land between the high and low water mark.

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

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

“Heritage Site” means a heritage site as defined by federal or provincial legislation, and includes archaeological, burial, historical, and sacred sites.

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

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

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

“Management Area” means a management area as defined in the *Pacific Fishery Management Area Regulations* (Canada).

“Migratory Birds” means migratory birds as defined under federal legislation enacted further to international conventions that are binding on British Columbia, and for greater certainty, includes the eggs of those birds.

“Minister” means the federal or provincial Minister having responsibility, from time to time, for the exercise of powers in relation to the matter in question, and any person with authority to act in respect of the matter in question.

“Mixed Stock Fisheries” means fisheries that are not terminal fisheries and are comprised of a mix of stocks that originate from a variety of areas.

“Non-timber Resources” means all Forest Resources other than Timber Resources.

“Other Sliammon Lands” means the lands set out in Appendix D.

“Parties” means Sliammon, Canada and British Columbia.

“Plant Gathering Area” means the area set out in Appendix I.

“Plants” does not include Timber Resources except for the bark, branches, and roots of Timber Resources, but does include berries, herbs, mosses, ferns and, subject to Federal and Provincial Laws, plants used for traditional medicinal purposes.

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

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

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

- a) regional land or resource use management plans or guidelines, including Land and

Resource Management Plans, Landscape Unit Plans under the Forest Practices Code, and Integrated Watershed plans; and

- b) public plans or guidelines for specific sectors such as commercial recreation and aquaculture, but not operational plans that give specific direction to government staff.

“**Public Utility**” has the meaning as set out in the *Utilities Commission Act, R.S.B.C. 1996, c. 473* and includes British Columbia Hydro and Power Authority, Telus Corporation and a water, sewage, or petroleum distribution utility.

“**Sliammon**” means the collectivity of Sliammon People.

“**Sliammon Annual Fish Plan**” means a plan described in the Fisheries Chapter, as modified or adjusted in season.

“**Sliammon Capital**” means Sliammon Lands, Other Sliammon Lands, the Capital Transfer and the other assets transferred to Sliammon under the Final Agreement.

“**Sliammon Constitution**” means the constitution of Sliammon provided for in the Governance Chapter.

“**Sliammon Domestic Fishing Area**” means the area set out in Appendix G.

“**Sliammon Fish Licence**” means any licence, permit, or document, or amendment thereto, issued by the Minister under Federal or Provincial Law in respect of the Sliammon Fishing Right.

“**Sliammon Fishing Right**” means a right to harvest Fish and Aquatic Plants for Domestic Purposes under the Final Agreement.

“**Sliammon Indian Reserves**” means the lands set out in Appendix A that were “reserves”, as defined in the *Indian Act*, for the Sliammon Indian Band on the day before the Effective Date.

“**Sliammon Lands**” means the lands identified in paragraph 1 of the Lands Chapter and set out in Appendices A-1, A-2 and A-3.

“**Sliammon Law**” means a law made pursuant to Sliammon law-making authority set out in the Final Agreement and includes the Sliammon Constitution.

“**Sliammon Member**” means an individual who is enrolled under the Final Agreement in accordance with the Eligibility and Enrolment Chapter.

“Sliammon People” means those individuals who are eligible to be enrolled under the Final Agreement in accordance with the Eligibility and Enrolment Chapter.

“Sliammon Private Lands” means Sliammon Lands that are designated as Sliammon Private Lands by Sliammon Government.

“Sliammon Public Institutions” means a Sliammon Government body, board or commission established under Sliammon Laws, such as a school board or health board.

“Sliammon Right to Harvest Migratory Birds” means the right to harvest Migratory Birds for Domestic Purposes under the Final Agreement.

“Sliammon Right to Harvest Wildlife” means the right to harvest Wildlife for Domestic Purposes under the Final Agreement.

“Sliammon Right to Harvest Wildlife and Migratory Birds” means the Sliammon Right to Harvest Wildlife and the Sliammon Right to Harvest Migratory Birds.

“Sliammon Road” means any road on Sliammon Lands under the administration and control of Sliammon.

“Sliammon Section 35 Rights” means the rights of Sliammon that are recognized and affirmed by the *Constitution Act, 1982*.

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

“Strategic Land Use Planning Area” means the area for Public Planning Processes set out in Appendix J.

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

“Subsurface and Mineral Resources” means minerals, placer minerals, petroleum, natural gas and geothermal resources and includes coal, earth, peat, marl, Gravel, riprap and other stone products.

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

“Total Canadian Catch” and “TCC”, in respect of a stock or species of Fish, means the number, established by the Minister, of the stock or species, as having been caught in Canadian waters by

aboriginal, commercial, recreational and other fisheries excluding test fisheries and those for hatchery purposes.

“Trade and Barter” does not include sale.

“Treaty Related Measure” means an agreement among the Parties in support of treaty negotiations.

“Wildlife” means:

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

but does not include “Fish” or “Migratory Birds”.

“Wildlife and Migratory Birds Harvest Area” means the area set out in Appendix I.

“Wildlife Fish” means:

- a) lampreys, crustaceans, mollusks, and non-anadromous fish from or in non-tidal waters;
- b) the parts of lampreys, crustaceans, mollusks, and non-anadromous fish, from or in non-tidal waters; and
- c) the eggs, sperm, spawn, larvae, spat, juvenile stages, and adult stages of lampreys, crustaceans, mollusks, and non-anadromous fish, from or in non-tidal waters.

CHAPTER 2 - GENERAL PROVISIONS

Nature of the Agreement-in-Principle

1. This Agreement will form the basis for negotiating the Final Agreement. This Agreement is not legally binding, is not a treaty or land claims agreement and does not recognize or affirm any rights.

Nature of the Final Agreement

2. The Final Agreement will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
3. The Final Agreement, once ratified by the Parties, will be legally binding on the Parties and on all persons, and can be relied on by the Parties and all persons.

Assurances

4. Sliammon will provide assurances that it represents all Sliammon People who may have aboriginal rights and title as Sliammon.
5. Canada, British Columbia and Sliammon will each provide assurances that they have the authority to enter into the Final Agreement.

Indemnity

6. Sliammon will indemnify Canada and British Columbia regarding liability for any claims relating to any aboriginal rights and title, including any rights other than or different from the rights in the Final Agreement and any past infringements of aboriginal rights of Sliammon. Any indemnities will exclude fees and disbursements of lawyers and other professional advisors.

Constitution of Canada

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

- c) sections 25 and 35 of the *Constitution Act, 1982*.
8. The Canadian Charter of Rights and Freedoms will apply to Sliammon Government in respect of all matters within its authority.
9. The Final Agreement will provide for the application and operation of Federal and Provincial Laws in respect of human rights.

Character of Lands

10. After the Effective Date, there will be no “lands reserved for the Indians” within the meaning of the *Constitution Act, 1867* for Sliammon and there will be no “reserves” as defined in the *Indian Act* for Sliammon.

Application of Federal and Provincial Laws

11. Federal and Provincial Laws will apply to Sliammon, Sliammon Government, Sliammon Public Institutions, Sliammon Members, Sliammon Lands and Other Sliammon Lands.
12. Any licence, permit or other authorization to be issued by Canada or British Columbia under the Final Agreement will be issued under Federal or Provincial Laws and will not be part of the Final Agreement, but the Final Agreement will prevail to the extent of any Conflict with the licence, permit or other authorization.
13. The Final Agreement will set out the relationship between settlement legislation and other Federal and Provincial Laws and will specify the priority of the settlement legislation.

Relationship of Laws

14. Notwithstanding any other rule of priority in the Final Agreement, Federal and Provincial Laws will prevail over Sliammon Laws to the extent of any Conflict involving a provision of a Sliammon Law that:
- a) has a double aspect on, or an incidental impact on, any area of federal or provincial legislative jurisdiction for which Sliammon does not have any law-making authority set out in the Final Agreement; or
 - b) has a double aspect on, or an incidental impact on, any other Sliammon law-making authority set out in the Final Agreement for which Federal and Provincial Laws prevail.

15. Federal Laws in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of overriding national importance will prevail in the event of any Conflict with Sliammon Laws made under the law-making authorities set out in the Final Agreement to the extent of any Conflict.
16. The Final Agreement will prevail to the extent of any Conflict with a Federal or Provincial Law.
17. Canada will recommend to Parliament that federal settlement legislation make Provincial Laws apply to Sliammon, Sliammon Government, Sliammon Public Institutions, Sliammon Members, Sliammon Lands and Other Sliammon Lands if those Provincial Laws do not apply of their own force.
18. Sliammon Laws will not apply to Canada or British Columbia.
19. Any Sliammon Law that is inconsistent or in Conflict with the Final Agreement will be of no force or effect to the extent of the inconsistency or Conflict.
20. Nothing in the Final Agreement will be construed as authorizing Sliammon Government to make laws or take any actions that are inconsistent with any of Canada's international legal obligations.

Application of the *Indian Act*

21. The *Indian Act* will not apply to Sliammon, Sliammon Government, and Sliammon Members, except as set out in the *Indian Act* Transition and Taxation Chapters.

Other Rights, Benefits and Programs

22. The Final Agreement will not affect the ability of Sliammon Members who are Canadian citizens to enjoy rights and benefits for which they would otherwise be eligible as Canadian citizens.
23. Subject to paragraph 24, nothing in the Final Agreement will affect the ability of Sliammon, Sliammon Government, Sliammon Public Institutions, or Sliammon Members to participate in, or benefit from, federal or provincial programs for aboriginal people, registered Indians or other Indians, in accordance with general criteria established for those programs from time to time.
24. Sliammon Members will be eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that

Sliammon has not assumed responsibility for those programs or public services under a Sliammon fiscal agreement.

Court Decisions

25. The Final Agreement will provide for the effect of court decisions regarding interpretation or validity of the Final Agreement.

Certainty

26. The Parties desire certainty in respect of all of the matters referred to in the Final Agreement.
27. The Final Agreement will be the full and final settlement in respect of all Sliammon rights recognized and affirmed by section 35 of the *Constitution Act, 1982*.
28. The Final Agreement will comprehensively set out all of Sliammon Section 35 Rights and the limitations to those rights.
29. The Final Agreement will provide for certainty in respect of:
 - a) ownership and use of lands and resources in the area to which the Final Agreement will apply;
 - b) jurisdictions, authorities and the relationship of laws in the area to which the Final Agreement will apply;
 - c) Sliammon rights recognized and affirmed by the *Constitution Act, 1982*; and
 - d) the resolution of claims in respect of past infringement of aboriginal rights.
30. Before concluding the Final Agreement, the Parties will agree on the precise legal technique for achieving certainty, and in determining that precise legal technique, the Parties may consider different legal approaches to determine a mutually acceptable legal technique for achieving certainty.

Other Aboriginal People

31. The Final Agreement will not affect, recognize or provide any aboriginal or treaty rights for any aboriginal people other than Sliammon.

32. If a court determines that a provision of the Final Agreement adversely affects aboriginal or treaty rights of another aboriginal people, that provision will not operate to the extent of the adverse effect and the Parties will make best efforts to remedy or replace the provision.
33. The Final Agreement will set out provisions for negotiating appropriate remedies where Sliammon treaty rights are adversely affected by a future treaty with another aboriginal people.

Amendment Provisions

34. The Final Agreement will include an amendment process.

Interpretation

35. The General Provisions Chapter of the Final Agreement will prevail over other Chapters of the Final Agreement to the extent of any Conflict or inconsistency.
36. The terms of the Final Agreement will not be presumed to be interpreted in favour of any Party.
37. In the Final Agreement:
 - a) a reference to a statute will include every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of it;
 - b) a reference to “Canada’s international legal obligations” will include those which are in effect on, or after, the Effective Date; and
 - c) unless it is otherwise clear from the context, the use of the singular will include the plural, and the use of the plural will include the singular.
38. For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Final Agreement, including the execution of the Final Agreement.
39. The Final Agreement will set out other provisions concerning interpretation of the Final Agreement.

Consultation

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

Information and Privacy

41. The Final Agreement will set out arrangements among the Parties relating to privacy and access to information requirements of the Parties.

CHAPTER 3 - LANDS

Sliammon Lands

1. On the Effective Date, Sliammon Lands will consist of:
 - a) approximately 1,907 hectares of existing Sliammon Indian Reserves; and
 - b) approximately 5,000 hectares of Crown land,as depicted in Appendix A-1 and A-2 and described in Appendix A-3, including Subsurface and Mineral Resources referred to in paragraph 5, but not including Submerged Lands, Provincial Roads, Crown Corridors and those existing lands held in fee simple as described in Appendix A-3.
2. On the Effective Date, Sliammon will own Sliammon Lands in fee simple, and subject to paragraph 3, Sliammon fee simple ownership of Sliammon Lands will not be subject to any condition, proviso, restriction, exception, or reservation set out in the *Land Act*, or any comparable limitation under Federal or Provincial Law.
3. Sliammon fee simple ownership of Sliammon Lands will be subject to the Agricultural Land Reserve designation in respect of lands referred to in paragraph 1(b), and the continuation of interests existing on the Effective Date as set out in Appendix B. Appendix B will be updated by the Parties prior to the Final Agreement and prior to the Effective Date to reflect any additions, deletions or amendments.
4. The Final Agreement will reflect any changes to the Agricultural Land Reserve designation in respect of lands referred to in paragraph 1(b), which may occur prior to the Final Agreement.
5. Sliammon will own Subsurface and Mineral Resources under Sliammon Lands, subject to the mineral claims set out in Appendix B and those mineral claims will continue to be administered under Provincial Law.
6. In accordance with the Final Agreement, the Sliammon Constitution and any Sliammon Law, Sliammon may transfer interests in Sliammon Lands without the consent of Canada or British Columbia.
7. The Final Agreement will contain provisions concerning the status of Sliammon Lands which are

- sold.
8. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law doctrine of prescription and the doctrine of the lost modern grant, are abolished in respect of Sliammon Lands.
 9. If, at any time, any parcel of Sliammon Lands, or any estate or interest in a parcel of Sliammon Lands, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to Sliammon.
 10. The aquaculture tenures set out in Appendix C will continue after the Effective Date as provincial tenures in accordance with Provincial Law, policy and procedures.
 11. Upland tenures associated with those aquaculture tenures will remain Crown land, except in the circumstances set out in paragraph 12.
 12. If an aquaculture tenure referred to in paragraph 10 ceases to exist, or is acquired by Sliammon, the Crown land that is covered by the associated upland tenure will become Sliammon Lands.
 13. Sliammon will grant to the holders of aquaculture tenures set out in Appendix C, tenures that will allow the holders to use an area of Sliammon Lands adjacent to their respective aquaculture tenures for purposes of anchoring their aquaculture infrastructure for as long as those aquaculture tenures continue. The form of those tenures will be set out in the Final Agreement.
 14. The boundaries of Sliammon Lands will be surveyed at no cost to Sliammon. Canada and British Columbia will, as agreed between them, pay the cost of surveys of the boundaries of Sliammon Lands.
 15. The Final Agreement will set out the process under which Sliammon Lands or parcels of Sliammon Lands may be registered under the provincial land title system or may be registered in a Sliammon registry system.
 16. Sliammon will have law-making authority over Sliammon Lands as set out in the Final Agreement.

Submerged Lands

17. British Columbia will own Submerged Lands within Sliammon Lands.

18. British Columbia will Consult with Sliammon in respect of any proposal to dispose of or develop Sliammon Lake, Little Sliammon Lake or Submerged Lands within Sliammon Lands.
19. British Columbia will obtain the consent of Sliammon in respect of certain long-term dispositions and certain long-term authorized uses or occupations of Submerged Lands within Sliammon Lands as set out in the Final Agreement and Sliammon may not unreasonably withhold its consent.
20. Paragraphs 18 and 19 do not affect the riparian rights of the upland owners of Sliammon Lands adjacent to Submerged Lands.
21. British Columbia will not dispose of or authorize any use or occupation of Submerged Lands on Harwood Island or the Foreshore around Harwood Island without the consent of Sliammon, which consent will not be unreasonably withheld.
22. Paragraph 21 does not apply to temporary recreational use or temporary occupation of the Foreshore around Harwood Island.
23. In approving any disposition of an interest in, or approving any tenure on, Sliammon Lake, British Columbia will take into account, among other things, that Sliammon Lake is the major source of water for the Sliammon community.

Additions to Sliammon Lands

24. With the agreement of, and at no cost to, Canada and British Columbia, Sliammon may add up to 3,000 hectares of land to Sliammon Lands which are:
 - a) in areas free from overlap with another First Nation unless that First Nation consents;
 - b) outside of municipal boundaries unless the municipality consents;
 - c) contiguous to existing Sliammon Lands; and
 - d) owned in fee simple by Sliammon.
25. The Final Agreement will include provisions in respect of the status of any lands within Sliammon Lands acquired in fee simple by Sliammon.

Other Sliammon Lands

26. On the Effective Date, Sliammon will own Other Sliammon Lands described in Appendix D in fee simple, subject to the interests set out in Appendix D.
27. Sliammon will not own the Subsurface and Mineral Resources on Other Sliammon Lands.
28. Other Sliammon Lands will not be Sliammon Lands.

Subsurface and Mineral Resources - Management and Administration

29. Subject to paragraph 32 of this Chapter, and paragraphs 20 to 23 in the Crown Corridors and Roads Chapter, Sliammon, as owner, will have exclusive authority to set fees, rents and other charges, for development and extraction of Subsurface and Mineral Resources owned by Sliammon under Sliammon Lands.
30. Sliammon and British Columbia may enter into agreements for management and administration by British Columbia of Subsurface and Mineral Resources owned by Sliammon under Sliammon Lands.
31. For greater certainty, nothing in the Final Agreement will limit or restrict the operation of Federal Laws with respect to atomic energy on Sliammon Lands.
32. Nothing in the Final Agreement will limit or restrict the operation of Federal or Provincial Laws in respect of mineral and subsurface energy exploration and development, including Federal or Provincial Laws specifically addressing petroleum and natural gas pool straddling, environmental protection, health and safety, and mine abandonment and reclamation, on Sliammon Lands.

Provincial Expropriation of Sliammon Lands

33. British Columbia acknowledges as a general principle that where it is reasonable to use other means, provincial expropriation of Sliammon Lands will be avoided.
34. Subject to paragraphs 35 to 37, any provincial expropriation of Sliammon Lands will be carried out in accordance with applicable provincial legislation and processes.
35. Any provincial expropriation of Sliammon Lands will be:
 - a) of the smallest estate or interest necessary, and for the shortest time required;
 - b) by and for the use of a provincial ministry or agent of the provincial Crown; and

- c) with the consent of the Lieutenant Governor in Council.
36. If there is a provincial expropriation of Sliammon Lands under provincial legislation, British Columbia and Sliammon will negotiate and attempt to reach agreement on Crown land as compensation. If there is no agreement, British Columbia will provide Sliammon with other compensation.
37. Land provided by British Columbia to Sliammon as compensation for a provincial expropriation will, at the option of Sliammon at the time of the negotiation of the compensation, become Sliammon Lands provided that land meets the criteria set out in paragraphs 24(a), (b), (c) and (d).
38. The Final Agreement will include provisions concerning the status of land that Sliammon purchases with cash received as compensation for a provincial expropriation.
39. Provincial expropriation of Sliammon Lands will not exceed 300 hectares in total.
40. The Final Agreement will set out provisions under which British Columbia and Sliammon may negotiate terms that may allow Sliammon to acquire land previously expropriated by British Columbia, if the land is no longer required by British Columbia.
41. The Final Agreement will contain provisions concerning the status of Sliammon Lands that are expropriated by British Columbia.

Federal Expropriation of Sliammon Lands

42. Canada acknowledges as a general principle that federal expropriation of Sliammon Lands will be avoided where reasonably practicable.
43. Notwithstanding paragraph 42, Canada may expropriate Sliammon Lands in accordance with the Final Agreement and Federal Laws.
44. Where Canada expropriates a fee simple estate in Sliammon Lands those lands will no longer be Sliammon Lands.
45. Any estate or interest in a parcel of Sliammon Lands may be expropriated by Canada if the Governor in Council determines in its opinion that:
- a) the expropriation is justifiable and necessary; and

- b) the amount of land is required by Canada.
46. Subject to paragraph 51, any cash compensation in respect of the value of the expropriated estate or interest will be determined in accordance with the federal *Expropriation Act*.
47. At the request of Sliammon, Canada will make reasonable efforts to provide alternative parcels of land as full or partial compensation.
48. Land provided as compensation under paragraph 47 may become Sliammon Lands only with the agreement of Sliammon, British Columbia and Canada, provided that the land meets the criteria set out in paragraphs 24(a), (b), (c) and (d). The limitation on the amount of lands that can be added as Sliammon Lands under paragraph 24 does not apply to lands provided as full or partial compensation for any federal expropriation.
49. If, at a time after the expropriation, Canada is of the opinion that the land is no longer required for a public purpose and the land is suitable to offer for sale, Canada will first offer Sliammon an opportunity to reacquire the expropriated land at fair market value and on an as is basis.
50. A parcel of Sliammon Lands expropriated by Canada and reacquired by Sliammon under paragraph 49 will become Sliammon Lands if:
- a) Sliammon requests that the parcel become Sliammon Lands at the time the parcel is reacquired; and
- b) any lands that Canada may have provided under paragraph 47 as compensation for the expropriation did not become Sliammon Lands under paragraph 48.
51. Where Canada and Sliammon do not reach agreement regarding compensation, Canada may proceed with the expropriation and the disagreement regarding the amount of compensation will be referred to arbitration under the dispute resolution process in the Dispute Resolution Chapter.
52. Where Canada and Sliammon do not reach agreement regarding the price for Sliammon to reacquire expropriated lands, the disagreement regarding the price for reacquisition will be referred to arbitration under the dispute resolution process in the Dispute Resolution Chapter.

Other

53. The Parties acknowledge that Sliammon has advised that it will bring forward the issue of the status of land in Lund in which Sliammon has an interest, and lands set out in paragraphs 1(b) and (c) of Appendix D, in Final Agreement negotiations.

Interim Protection Measures

54. As soon as practicable after signing this Agreement, the Parties will negotiate an interim protection measures agreement on proposed Sliammon Lands for a term of two years.

CHAPTER 4 - WATER

Water Reservation

1. Subject to there being sufficient Available Flow from any of the following bodies of water, the Parties will negotiate and attempt to reach agreement on a water reservation from that body of water for Sliammon for domestic, industrial and agricultural purposes from:
 - a) Sliammon Creek watershed;
 - b) other streams wholly or partially within Sliammon Lands; and
 - c) Powell Lake.
2. If the Parties reach agreement on a water reservation, British Columbia will establish that water reservation for Sliammon.
3. Any water reservation negotiated for the Sliammon Creek watershed will take into account the volume from existing Sliammon water licences from Sliammon Creek.
4. Any Sliammon water reservation for the Sliammon Creek watershed, negotiated pursuant to paragraph 1, will have priority over all water licences for the Sliammon Creek watershed other than existing water licences and water licences applied for prior to the date of this Agreement.

Water Licences

5. Sliammon may apply to British Columbia for water licences to be applied against the water reservations held by Sliammon.
6. Any water licence issued under paragraph 5 will not be subject to any rentals, fees, or other charges by British Columbia.
7. Water licences held by Sliammon will be subject to Available Flow and provincial regulatory requirements.
8. British Columbia and Sliammon may negotiate the Sliammon role in management and administration of water licences on Sliammon Lands.

9. British Columbia will Consult with Sliammon Government respecting applications for water licences where the applicant may reasonably require access across or an interest in Sliammon Lands.
10. The Final Agreement will provide for access on, or an interest in, Sliammon Lands where reasonably required by a water licence holder.
11. The Final Agreement will provide for access on, or an interest in, provincial Crown land where reasonably required under a water licence held by Sliammon.

Other

12. Sliammon may only sell water in accordance with Federal and Provincial Laws that permit the sale of water.
13. The Final Agreement will not alter Federal or Provincial Laws in respect of proprietary interests in water.
14. If, prior to the Final Agreement, British Columbia introduces initiatives to regulate activities related to groundwater, British Columbia and Sliammon will discuss those initiatives.

CHAPTER 5 - FOREST RESOURCES

Forest Resources on Sliammon Lands

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

Forest Practices and Standards on Sliammon Lands

3. Sliammon Government may make laws in respect of the management of Forest Resources on Sliammon Lands.
4. Sliammon will not have law-making authority in relation to timber marking and scaling, manufacture in British Columbia of products from Forest Resources in accordance with Part 10 of the *Forest Act* (British Columbia) on Sliammon Lands, and export of Forest Resources removed from Sliammon Lands.
5. Sliammon may apply to British Columbia to export timber harvested from Sliammon Lands.
6. Sliammon Laws in respect of Timber Resources under paragraph 3 will provide for forest practices and standards that meet or exceed those established under provincial legislation.
7. Sliammon Laws in respect of Non-timber Resources under paragraph 3 will provide for practices and standards that meet or exceed those established under federal and provincial legislation.
8. In the event of a Conflict between a Federal or Provincial Law and a Sliammon Law made under paragraph 3, the Federal or Provincial Law prevails to the extent of the Conflict.
9. The Final Agreement will set out arrangements between British Columbia and Sliammon for the management and control of forest health on Sliammon Lands and for forest fire protection and suppression on Sliammon Lands.
10. Prior to the Final Agreement, British Columbia and Sliammon will negotiate and attempt to reach agreement on arrangements to be included in the Final Agreement for the continuation of existing forestry research plots, and Sliammon participation in managing those research plots, on Sliammon Lands as set out in Appendix E.

11. The Final Agreement will provide for information sharing in relation to forest activities on Sliammon Lands and on provincial Crown land immediately adjacent to Sliammon Lands.

Transition Provisions on Sliammon Lands

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

Sliammon Forest Tenure

13. If an annual allowable cut or forest tenure is acquired outside of Sliammon Lands on behalf of Sliammon, British Columbia will issue to Sliammon an area-based forest tenure under Provincial Law of approximately 50,000 cubic metres of annual allowable cut.

CHAPTER 6 - ACCESS

Public Access on Sliammon Lands

1. Sliammon will allow reasonable public access on Sliammon Lands for temporary recreational and non-commercial purposes, including reasonable opportunities for the public to hunt and fish on Sliammon Lands, provided that this access does not interfere with uses authorized by Sliammon or the ability of Sliammon to authorize uses or dispose of Sliammon Lands.
2. Reasonable public access does not include the harvesting or extraction of resources owned by Sliammon, or causing damage to Sliammon Lands or resources owned by Sliammon.
3. The Final Agreement will include provisions with respect to access, where reasonably required, to legal interests within, contiguous or in close proximity to Sliammon Lands, identified in the Final Agreement.
4. Subject to paragraphs 1 and 3, Sliammon may designate portions of Sliammon Lands as Sliammon Private Lands.
5. Harwood Island will be Sliammon Private Lands.
6. Subject to paragraphs 1 and 3, Sliammon Government may make laws regulating public access on Sliammon Lands for the:
 - a) prevention of harvesting or extracting of resources owned by Sliammon; and
 - b) protection of Sliammon cultural sites.
7. In the event of a Conflict between a Federal or Provincial Law and a Sliammon Law made under paragraph 6, the Sliammon Law prevails to the extent of the Conflict.
8. Subject to paragraphs 1 and 3, Sliammon Government may make laws regulating public access on Sliammon Lands for:
 - a) purposes of public safety;
 - b) prevention of nuisance or damage, including forest fire prevention; and
 - c) protection of sensitive habitat.

9. In the event of a Conflict between a Federal or Provincial Law and a Sliammon Law made under paragraph 8, the Federal or Provincial Law prevails to the extent of the Conflict.
10. Sliammon liability for public access to Sliammon Lands, other than Sliammon Private Lands, will be comparable to the liability of the Crown for public access to unoccupied Crown lands.

Sunshine Coast Trail

11. The Final Agreement will contain provisions for reasonable public access to those portions of the Sunshine Coast Trail on Sliammon Lands for temporary recreation purposes, provided that this access does not interfere with uses authorized by Sliammon or the ability of Sliammon to authorize uses or dispose of Sliammon Lands.

Navigable Waters

12. Nothing in the Final Agreement will affect the public right of navigation on navigable waters.

Crown Access to Sliammon Lands

13. Employees, agents and other representatives of the Crown, Public Utilities, and police will have access, at no cost, on Sliammon Lands in order to enforce laws, respond to emergencies, deliver programs and services and for other specified purposes as set out in the Final Agreement.
14. The Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security on Sliammon Lands, without payment of any fees or other charges to Sliammon except as provided for under Federal Laws.
15. The Final Agreement will set out notice provisions regarding access under paragraphs 13 and 14 to Sliammon Lands.

Sliammon Access to Crown Land

16. Employees, agents and other representatives of Sliammon Government will have access, at no cost, on provincial Crown land to enforce Sliammon Laws, deliver programs and services, and for other specified purposes as set out in the Final Agreement, in accordance with Federal and Provincial Laws.

17. Sliammon Members will have reasonable access on provincial Crown land to allow for the exercise of Sliammon rights set out in the Final Agreement, including use of resources for purposes incidental to the normal use of those rights, provided that this access and incidental use of resources are in accordance with federal and provincial legislation and do not interfere with authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.

CHAPTER 7 - CROWN CORRIDORS AND ROADS

Crown Corridors

1. Crown Corridors, as set out in Appendix F, will not be part of Sliammon Lands and will be owned by British Columbia. The widths of Crown Corridors are set out in Appendix F.
2. British Columbia will Consult with Sliammon regarding new uses or major road construction within Crown Corridors.

Entry on Sliammon Lands Outside Crown Corridors

3. In addition to the provisions of the Access Chapter, British Columbia or any Public Utility, their employees, agents, contractors, or representatives may enter on Sliammon Lands outside Crown Corridors for the purpose of undertaking works, including:
 - a) constructing drainage works;
 - b) maintaining slope stability; or
 - c) removing dangerous trees or other hazards,as required for the protection, care, maintenance, or construction of road or Public Utility works.
4. Before commencing any work referred to in paragraph 3, British Columbia will deliver a written work plan describing the effect and extent of the proposed work on Sliammon Lands to Sliammon for approval which will not be unreasonably withheld.
5. If British Columbia and Sliammon do not agree on a work plan submitted by British Columbia within 30 days of receipt by Sliammon, either Party may refer the disagreement to be finally determined by arbitration under the Dispute Resolution Chapter.
6. In undertaking works referred to in paragraph 3, British Columbia will minimize the damage to, and time spent on, Sliammon Lands.

7. British Columbia will pay compensation for any interference with, or damage to, Sliammon Lands resulting from works by, or on behalf of, British Columbia, referred to in paragraph 3. British Columbia or Sliammon may refer a disagreement in respect of compensation to be finally determined by arbitration under the Dispute Resolution Chapter.
8. Notwithstanding any other provision of the Final Agreement, British Columbia may undertake works and take steps on Sliammon Lands that are urgently required in order to protect works constructed on Crown Corridors, or to protect persons or vehicles using Crown Corridors.
9. British Columbia will, as soon as practicable, notify Sliammon in writing that it has undertaken works on Sliammon Lands under paragraph 8.
10. The Final Agreement will include provisions for Public Utility access on Sliammon Lands.

Consultation Regarding Traffic Regulation

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

Access and Safety Regulation

12. British Columbia will retain the authority to regulate all matters relating to:
 - a) the location and design of intersecting roads giving access to Crown Corridors from Sliammon Lands, including:
 - i) regulating or requiring signs, signals, or other traffic control devices on Crown Corridors,
 - ii) regulating or requiring merging lanes, on ramps and off ramps, or
 - iii) requiring contributions to the cost of the matters referred to in paragraphs 12(a)(i) and 12(a)(ii); and

- b) the height and location of structures on Sliammon Lands immediately adjacent to Crown Corridors, only to the extent reasonably required to protect the safety of the users of Crown Corridors.
- 13. Subject to provincial requirements, including those set out in paragraph 12, British Columbia will not unreasonably deny Sliammon access to a Provincial Road from Sliammon Lands.
- 14. Subject to provisions of the Final Agreement, British Columbia will not zone or otherwise regulate land use on Sliammon Lands adjacent to Crown Corridors.
- 15. Sliammon will Consult with British Columbia on land use decisions relating to the development of Sliammon Lands adjacent to Crown Corridors.

Roads

- 16. Provincial Roads will not be part of Sliammon Lands and are owned by British Columbia.
- 17. Roads on Sliammon Lands will be Sliammon Roads.
- 18. In accordance with the Access Chapter, Sliammon will allow public use of Sliammon Roads.
- 19. Sliammon will be responsible for maintenance and repair of Sliammon Roads.

Gravel

- 20. Prior to the Final Agreement, Sliammon and British Columbia will undertake a study of Gravel sources on, or in the immediate vicinity of, proposed Sliammon Lands and will develop a Gravel management plan which will set out the location, quantities and quality of key Gravel sources on proposed Sliammon Lands.
- 21. The Final Agreement will contain provisions that will set out the locations, volumes, and time frames for use of Gravel that Sliammon will reserve for British Columbia for provincial road construction and maintenance purposes within or in the immediate vicinity of Sliammon Lands.
- 22. Sliammon will make Gravel available to British Columbia, as set out in the Final Agreement, at costs of development and extraction comparable to what British Columbia would normally pay at the time of use or as otherwise agreed to in the Final Agreement.

23. The Final Agreement will provide that any extraction and development of Gravel referred to in paragraphs 20 to 22 will be in accordance with provincial legislation and standards.

CHAPTER 8 - FISHERIES

General

1. Sliammon will have a right to harvest, in accordance with the Final Agreement, Fish and Aquatic Plants for Domestic Purposes in the Sliammon Domestic Fishing Area set out in Appendix G.
2. The Sliammon Fishing Right will be limited by:
 - a) measures necessary for conservation; and
 - b) measures necessary for the purposes of public health or public safety.
3. Where practicable, the Minister will, in advance, discuss with, or give notice to, the Joint Fisheries Committee of proposed conservation, public health or public safety measures which would require the Sliammon Fish Licence to be amended.
4. Sliammon Members will not be required to have federal or provincial licences or pay any fees, charges or royalties relating to the Sliammon Fishing Right to Canada or British Columbia.
5. Harvesting under the Sliammon Fishing Right will be conducted in accordance with the provisions of the Sliammon Fish Licence.
6. The Final Agreement will include provisions to address the implications for the amount of Fish and Aquatic Plants that Sliammon may harvest, including any implications for overages and underages, where in any year there is not enough abundance of a stock or species of Fish or Aquatic Plants to meet all allocations from that stock or species for First Nations for Domestic Purposes. The Parties anticipate that these provisions in the Final Agreement would most likely be used for migratory salmon.
7. The Sliammon Fishing Right is held by Sliammon and cannot be alienated.
8. The Minister will retain authority for managing and conserving Fish, Aquatic Plants, and Fish habitat.
9. Fish and Aquatic Plants harvested under the Sliammon Fishing Right cannot be sold.
10. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests

in Fish and Aquatic Plants.

11. Sliammon Members will have the right to Trade and Barter any Fish or Aquatic Plants harvested under the Final Agreement among themselves or with other aboriginal people of Canada in British Columbia.
12. Sliammon Allocations will be harvested within the Sliammon Domestic Fishing Area unless otherwise agreed by the Minister.
13. The Sliammon Domestic Fishing Area is the area described on the map in Appendix G. Prior to Final Agreement, the Parties will negotiate the northwest part of the Sliammon Domestic Fishing Area.
14. The Parties anticipate that it may be necessary for Sliammon to harvest some or all of any herring or herring spawn Allocation outside the Sliammon Domestic Fishing Area.
15. The Final Agreement will not preclude Sliammon Members from harvesting Fish and Aquatic Plants under a licence, permit, or document issued under Federal or Provincial Laws.

Documentation

16. The Final Agreement will provide for Sliammon Government issuing documentation to Sliammon Members to harvest Fish and Aquatic Plants under the Sliammon Fishing Right.
17. Where Allocations for Fish or Aquatic Plants have been established under the Final Agreement, the Sliammon Government may issue documentation to persons who are not Sliammon Members to harvest those Fish or Aquatic Plants under the Sliammon Fishing Right.
18. All persons who harvest or attempt to harvest Fish or Aquatic Plants under the Sliammon Fishing Right will be required to carry documentation issued by Sliammon Government and to produce that documentation on request by an authorized person.
19. Documentation issued by Sliammon to a person who harvests or attempts to harvest Fish or Aquatic Plants under the Sliammon Fishing Right will:
 - a) be in the English language, and, at the discretion of Sliammon, in the Sliammon language;
 - b) include the name and address of the person; and

- c) meet any requirements set out in the applicable Sliammon Fish Licence.
20. The Final Agreement will not preclude Sliammon Members from being designated by a First Nation to harvest Fish and Aquatic Plants under federal or provincial arrangements with that First Nation.
21. Unless the Parties otherwise agree prior to Final Agreement, Sliammon may not designate persons who are not Sliammon Members to harvest Fish or Aquatic Plants under the Sliammon Fishing Right where there is no Allocation established under the Final Agreement.

Salmon Allocations

22. The methods for determining the Allocations of sockeye, chum, coho, and pink salmon and local terminal abundances of chinook salmon that can be harvested each year under the Sliammon Fishing Right are described in Appendix H.
23. The Parties agree to assess catches of chinook salmon in the Sliammon Domestic Fishing Area prior to the Final Agreement. The Final Agreement will establish an Allocation, for mixed stock chinook salmon in the Sliammon Domestic Fishing Area, that will be based on estimates of catch in that area, including Sliammon's catch of mixed stock chinook salmon, and other factors that the Parties agree are relevant.
24. The Final Agreement may include a method for decreasing the Allocation of Fraser River sockeye that can be harvested and increasing the Allocation of chum, chinook, coho, or pink salmon that can be harvested as harvestable abundances of chum, chinook, coho, or pink salmon originating in the Sliammon Domestic Fishing Area increase.
25. The Final Agreement will describe when and how subsequent adjustments in respect of overages and underages are made to an Allocation to account for salmon harvests that exceed or fail to meet the Allocation in any year. Any adjustment will take into account the actions of the Minister and Sliammon in the conduct of the fishery. The Minister and Sliammon will endeavour to minimize any overages or underages in each year and to minimize the accumulation of overages and underages in successive years.

Non-salmon Allocations

26. The Final Agreement will set out Allocations for some non-salmon species that can be harvested under the Sliammon Fishing Right. The Allocations may include clams, groundfish, herring, herring spawn, prawns, sea urchins, and other species as agreed.

27. Non-salmon species for which there is no Allocation established under the Final Agreement may be harvested for Domestic Purposes under the Sliammon Fishing Right in accordance with a Sliammon Fish Licence.
28. The Final Agreement will set out that Canada or British Columbia, in respect of any non-salmon species within their respective management authority, or Sliammon may propose the establishment of an Allocation for a non-salmon species.
29. The Final Agreement will include provisions describing how Allocations for non-salmon species that are not set out in the Final Agreement will be determined, taking into account factors, that the Parties agree are relevant, which may include Sliammon's current and historic harvest levels and abundance of those species in the Sliammon Domestic Fishing Area.
30. The Final Agreement may set out areas where the Minister will not permit commercial harvesting of bi-valve shellfish in the inter-tidal zone in the Sliammon Domestic Fishing Area.
31. Prior to the Final Agreement, the Parties will discuss Fish management options respecting sea urchins in the Sliammon Domestic Fishing Area.

Sliammon Participation in the Commercial Fishery

32. On the Effective Date, at the request of Sliammon, Canada will issue an euphausid licence and a halibut licence to Sliammon under similar conditions as other commercial fishing licences.
33. Sliammon commercial fishing licences and vessels will be subject to Federal and Provincial Laws.

Sliammon Harvest Agreement

34. On the Effective Date, Canada and Sliammon may enter into a Sliammon Harvest Agreement in respect of Fish.
35. Any Sliammon Harvest Agreement and paragraphs 37 to 41 will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.
36. Prior to the Final Agreement, Canada and Sliammon will address the issue of whether some or

- all of the commercial fishing capacity of any Sliammon Harvest Agreement is transferable.
37. Prior to the Final Agreement, the Parties will determine the portion of the Capital Transfer that may be applied to acquiring commercial fishing capacity for inclusion in any Sliammon Harvest Agreement and the period of time within which the commercial fishing capacity is to be acquired.
38. Any Sliammon Harvest Agreement will:
- a) establish Sliammon Fish Allocations comparable to the commercial fishing capacity acquired by Sliammon;
 - b) be for a term of 25 years and be renewable on the same terms at the discretion of Sliammon every 15 years for a further 25 years;
 - c) include provisions for the harvest and disposition of Fish, harvest monitoring, and fisheries management; and
 - d) include a dispute resolution process and a process for termination of the Sliammon Harvest Agreement including a requirement for fair compensation.
39. Any Sliammon Harvest Agreement will be established under federal settlement legislation.
40. The Minister will implement any Sliammon Harvest Agreement by:
- a) issuing licences to Sliammon; or
 - b) other means under Federal or Provincial Laws.
41. Fisheries under any Sliammon Harvest Agreement will have the same priority as commercial and recreational fisheries in fisheries management decisions made by the Minister.
42. There will be no Sliammon commercial fishery for a stock or species of Fish under any Sliammon Harvest Agreement when other commercial fisheries within the area described in any Sliammon Harvest Agreement are closed.

Harvest of Surplus Salmon

43. Each year the Minister may determine whether there is a surplus of a species of salmon

originating in the Sliammon Domestic Fishing Area, the size of the surplus, and access to that surplus.

44. The Joint Fisheries Committee may:
- a) recommend to the Minister procedures for the identification of a surplus and terms and conditions for the harvest of the surplus; and
 - b) provide advice to the Minister on the size and disposition of the surplus, including the use of any proceeds to supplement the Sliammon Fisheries Enhancement and Stewardship Fund.
45. The Minister may permit Sliammon to harvest some or all of the surplus salmon that originate in the Sliammon Domestic Fishing Area, on reaching agreement with Sliammon in respect of:
- a) the terms and conditions of the harvest; and
 - b) whether all or part of the harvest will be included in the determination of underages.

Law-making Authority

46. Sliammon Government may make laws consistent with the Final Agreement on the following matters:
- a) distribution of the Fish and Aquatic Plants harvested under the Sliammon Fishing Right among Sliammon Members;
 - b) designating persons to harvest under the Sliammon Fishing Right; and
 - c) other Fish and Aquatic Plants matters as set out in the Final Agreement.
47. In the event of a Conflict between a Sliammon Law made under paragraph 46 and a Federal or Provincial Law, the Sliammon Law will prevail to the extent of the Conflict.
48. Sliammon Government may make laws consistent with the Final Agreement on the following matters:
- a) documenting those persons who may harvest Fish and Aquatic Plants under the Final Agreement; and

- b) other Fish and Aquatic Plants matters as set out in the Final Agreement.
49. In the event of a Conflict between a Sliammon Law made under paragraph 48 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.

Joint Fisheries Committee

50. The Parties will establish a Joint Fisheries Committee to facilitate cooperative planning of:
- a) Sliammon fisheries for Domestic Purposes under the Final Agreement;
 - b) Sliammon Enhancement Initiatives and Stewardship Activities;
 - c) Sliammon fisheries monitoring and enforcement activities;
 - d) Sliammon environmental protection activities associated with Fish and Fish habitat; and
 - e) other matters by agreement of the Parties.
51. Subject to federal and provincial access to information and privacy legislation, the Parties will provide each other with access to all information necessary to enable the Joint Fisheries Committee to carry out its responsibilities.
52. The Joint Fisheries Committee will be comprised of one member from Canada, one member from British Columbia, and one member from Sliammon, but additional representatives of a Party may participate in meetings to support or assist its member in carrying out that member's responsibilities on the Joint Fisheries Committee. The members of the Joint Fisheries Committee representing Sliammon and Canada are responsible for matters in respect of fisheries managed by Canada. The members of the Joint Fisheries Committee representing Sliammon and British Columbia are responsible for matters in respect of fisheries managed by British Columbia.
53. In facilitating cooperative planning, under paragraph 50, the responsibilities of the Joint Fisheries Committee are:
- a) discussing information and plans that can be made available to the public for existing and proposed commercial and other fisheries that could significantly affect Sliammon fisheries for Domestic Purposes;

- b) discussing information that can be made available to the public related to measures necessary for conservation, public health or public safety that could significantly affect Sliammon fisheries for Domestic Purposes;
- c) discussing information that can be made available to the public related to proposed Enhancement Initiatives in the Sliammon Domestic Fishing Area;
- d) arranging for collection and exchange of available fisheries-related data;
- e) discussing possible provisions for a Sliammon Annual Fish Plan and Sliammon Fish Licence prior to Sliammon developing a Sliammon Annual Fish Plan;
- f) reviewing Sliammon Annual Fish Plans;
- g) recommending to the Minister provisions for a Sliammon Fish Licence, taking into account the Sliammon Annual Fish Plans, including Sliammon preferences in respect of harvest methods, timing and locations, where they are submitted in a timely fashion;
- h) reviewing Sliammon proposals for Enhancement Initiatives and Stewardship Activities;
- i) providing advice to the Minister and Sliammon concerning:
 - i) Fish management and harvesting in the Sliammon Domestic Fishing Area,
 - ii) the conduct of commercial and other fisheries outside the Sliammon Domestic Fishing Area that could significantly affect Sliammon fisheries for Domestic Purposes,
 - iii) Fish habitat management and protection,
 - iv) escapement goals for salmon stocks in the Sliammon Domestic Fishing Area,
 - v) Enhancement Initiatives and other Stewardship Activities conducted by Sliammon in the Sliammon Domestic Fishing Area,
 - vi) in-season adjustments to Sliammon Fish Licences,
 - vii) overages and underages,

- viii) the harvest of surplus salmon, and
 - ix) other matters provided for in the Final Agreement;
 - j) communicating with other advisory bodies in respect of matters of mutual interest; and
 - k) carrying out other responsibilities as the Parties may agree.
54. The Joint Fisheries Committee will operate on a consensus basis. If there is no consensus, each member of the Joint Fisheries Committee may submit recommendations or advice to the Minister.
55. If special circumstances make it impracticable to receive advice or recommendations from the Joint Fisheries Committee, the Minister:
- a) may make the decision or take the action that the Minister considers necessary, without receiving advice from the Joint Fisheries Committee; and
 - b) will advise the Joint Fisheries Committee as soon as practicable of the special circumstances and the decision made or action taken.
56. If a regional fisheries committee is established for aboriginal fisheries in an area which includes all or part of the Sliammon Domestic Fishing Area, and that committee has responsibilities similar to those of the Joint Fisheries Committee, the Parties may agree that some of the responsibilities of the Joint Fisheries Committee may be performed by the regional fisheries committee and, if necessary, will amend the description of the responsibilities of the Joint Fisheries Committee in accordance with the amendment provisions of the Final Agreement.
57. In accordance with the amendment provisions of the Final Agreement, the Parties may amend the role, membership, and responsibilities of the Joint Fisheries Committee.

Sliammon Annual Fish Plans

58. Sliammon will develop Sliammon Annual Fish Plans.
59. Sliammon Annual Fish Plans and any amendments will include, as appropriate:
- a) proposed harvest by category of species, species, or stock;

- b) descriptions of Fish and Aquatic Plants that may be harvested;
 - c) location and timing of harvest;
 - d) method of harvest, including the size, type, identification, marking, and quantity of fishing gear and the manner in which it may be used;
 - e) monitoring of harvest, including notification, catch monitoring, identification and reporting of harvest;
 - f) distribution and transportation of Fish and Aquatic Plants harvested under the Sliammon Fishing Right;
 - g) enforcement of Sliammon fisheries; and
 - h) other matters.
60. Sliammon will provide Sliammon Annual Fish Plans to the Minister in a timely fashion.
61. Sliammon Annual Fish Plans will not be part of the Final Agreement.

Sliammon Fish Licence

62. Each year, the Minister will issue a Sliammon Fish Licence to Sliammon in respect of the Sliammon Fishing Right. The Sliammon Fish Licence will be consistent with the Final Agreement.
63. Except as otherwise provided in the Final Agreement, the Sliammon Fish Licence will provide for the harvest of all species of Fish and Aquatic Plants.
64. Where the Minister receives Sliammon Annual Fish Plans in a timely fashion, the Minister will take these plans into account prior to issuing a Sliammon Fish Licence.
65. The Minister will provide written reasons to Sliammon and the Joint Fisheries Committee if the Sliammon Fish Licence has significant changes from Sliammon preferences in respect of methods, timing and location of harvest, and any other matter set out in the relevant Sliammon Annual Fish Plan.
66. Where the Minister makes changes to a Sliammon Fish Licence, the Minister will give notice

and reasons, and where practicable, discuss those changes with Sliammon and the Joint Fisheries Committee in advance.

Treaty Related Measure

67. The Parties will initiate a Treaty Related Measure to test provisions of this Agreement related to the Joint Fisheries Committee, any Sliammon Harvest Agreement, the Sliammon Annual Fishing Plan and licensing arrangements. The Parties acknowledge that the activities contemplated in the Treaty Related Measure may inform the negotiation of the Fisheries Chapter for the Final Agreement.
68. Prior to the Final Agreement, the Parties will review the provisions of this Agreement respecting the Joint Fisheries Committee, taking into account any experiences gained from the Treaty Related Measure regarding the activities and responsibilities of the Joint Fisheries Committee.
69. Prior to the Final Agreement, the Parties will review the provisions of this Agreement respecting how the Minister and the Joint Fisheries Committee have been able to accommodate Sliammon preferences for harvest locations, timing and methods. In addition, the Parties will review how effectively the licensing process, as set out in this Chapter, has addressed these preferences.
70. The Parties will take into account the experiences gained through the Treaty Related Measure in Final Agreement negotiations regarding the Sliammon Annual Fish Plan, the Joint Fisheries Committee, and the matters to be taken into account by the Minister in the issuance of the Sliammon Fish Licence.

Stewardship and Enhancement

71. Sliammon may conduct, with the approval of the Minister and in accordance with Federal and Provincial Law, Enhancement Initiatives and Stewardship Activities in the Sliammon Domestic Fishing Area.
72. Prior to the Final Agreement, Canada and Sliammon will negotiate a one-time payment by Canada that will be used for the establishment of a Sliammon Fisheries Enhancement and Stewardship Fund.

Enforcement

73. The Parties may negotiate agreements concerning enforcement of Federal or Provincial Laws, or Sliammon Laws in respect of fisheries. Any of those agreements will not be part of the Final

Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

74. Sliammon Laws made in accordance with this Chapter may be enforced by persons authorized to enforce Federal or Provincial Laws, or Sliammon Laws in respect of Fish and Aquatic Plants in British Columbia.
75. The Final Agreement will address enforcement issues in respect of Sliammon fisheries.

CHAPTER 9 - WILDLIFE AND MIGRATORY BIRDS

General

1. Sliammon will have the right to harvest, in accordance with the Final Agreement, Wildlife and Migratory Birds for Domestic Purposes in the Wildlife and Migratory Birds Harvest Area set out in Appendix I.
2. The Sliammon Right to Harvest Wildlife and Migratory Birds will be limited by:
 - a) measures necessary for conservation; and
 - b) measures necessary for the purposes of public health or public safety.
3. The Sliammon Right to Harvest Wildlife and Migratory Birds is a right to harvest in a manner that:
 - a) is consistent with:
 - i) the communal nature of the Sliammon harvest for Domestic Purposes, and
 - ii) the traditional seasons of the Sliammon harvest; and
 - b) does not interfere with other authorized uses of Crown land.
4. The Crown may authorize uses of or dispose of Crown land, and any authorized use or disposition may affect the method, times and locations of harvesting Wildlife and Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds, provided that the Crown ensures that those authorized uses or dispositions do not deny Sliammon the reasonable opportunity to harvest Wildlife and Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds.
5. Sliammon Members will not be required to have federal or provincial licences or pay any fees, charges, or royalties to Canada or British Columbia relating to the Sliammon Right to Harvest Wildlife and Migratory Birds.
6. Nothing in the Final Agreement will affect Canada's ability to require Sliammon Members to obtain licences for the use and possession of firearms under Federal Laws on the same basis as other aboriginal people of Canada.

7. The Final Agreement will not preclude Sliammon Members from harvesting Wildlife outside of the Wildlife and Migratory Birds Harvest Area throughout Canada in accordance with:
 - a) Federal and Provincial Laws;
 - b) any agreements, that are in accordance with Federal and Provincial Laws, between Sliammon and other aboriginal people; or
 - c) any arrangements between other aboriginal people and Canada or British Columbia.
8. The Final Agreement will not preclude Sliammon Members from harvesting Migratory Birds throughout Canada in accordance with:
 - a) Federal and Provincial Laws;
 - b) any agreements, that are in accordance with Federal and Provincial Laws, between Sliammon and other aboriginal people; or
 - c) any arrangements between other aboriginal people and Canada or British Columbia.
9. The Final Agreement will provide for Sliammon Government issuing documentation to Sliammon Members to harvest Wildlife and Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds.
10. All persons who harvest or attempt to harvest Wildlife or Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds will be required to carry documentation issued by Sliammon Government and to produce that documentation on request by an authorized person.
11. Documentation issued by Sliammon Government to a person who harvests or attempts to harvest Wildlife or Migratory Birds under the Sliammon Right to Harvest Wildlife and Migratory Birds will:
 - a) be in the English language, and, at the discretion of Sliammon, in the Sliammon language;
 - b) include the name and address of the person; and

- c) meet any other requirements set out in the Annual Wildlife Harvest Plan.
- 12. The Sliammon Right to Harvest Wildlife will be in accordance with an Annual Wildlife Harvest Plan.
- 13. The Sliammon Right to Harvest Wildlife and Migratory Birds is held by Sliammon and cannot be alienated.

Allocations

- 14. The Final Agreement will set out processes for determining Allocations for specified Wildlife species and specified Migratory Bird species.

Management

- 15. The Minister will retain authority for Wildlife and Migratory Birds, their management, conservation, and habitat.
- 16. The Final Agreement will not alter Federal or Provincial Law in respect of proprietary interests in Wildlife and Migratory Birds.
- 17. Each year Sliammon Government will:
 - a) develop an Annual Wildlife Harvest Plan for the harvest of:
 - i) Wildlife species for which there is an Allocation, and
 - ii) Wildlife species proposed by Sliammon or British Columbia; and
 - b) submit the Annual Wildlife Harvest Plan to the Minister for approval.
- 18. Notwithstanding paragraphs 3, 11(c), 12, and 17 to 28, the Final Agreement will include provisions in respect of Wildlife Fish and the Parties will determine in the Final Agreement whether the Sliammon right to harvest Wildlife Fish will be provided for in the Wildlife Chapter as part of Wildlife or in another Chapter of the Final Agreement.
- 19. An Annual Wildlife Harvest Plan will include provisions consistent with the Final Agreement in respect of:

- a) designating and documenting of Sliammon harvesters;
 - b) methods, timing, and locations of the Sliammon harvest;
 - c) as appropriate, the sex and age of the composition of the Sliammon harvest;
 - d) monitoring and reporting of the Sliammon harvest; and
 - e) other matters as set out in the Final Agreement.
20. An Annual Wildlife Harvest Plan will take into account management concerns identified by the Minister.
21. The Final Agreement will set out provisions in respect of the review of the proposed Annual Wildlife Harvest Plan by British Columbia and Sliammon prior to it being forwarded to the Minister for decision.
22. The Final Agreement will set out factors the Minister will take into account in making a decision about a proposed Annual Wildlife Harvest Plan.
23. If a proposed Annual Wildlife Harvest Plan is consistent with the Final Agreement, the Minister will, subject to the factors referred to in paragraph 22, approve, or vary and approve, that Annual Wildlife Harvest Plan, and the Minister will provide written reasons to Sliammon for any significant changes between the proposed Annual Wildlife Harvest Plan and the approved Annual Wildlife Harvest Plan. An approved Annual Wildlife Harvest Plan will be consistent with the Final Agreement.
24. If there is a Conflict between a provision of the approved Annual Wildlife Harvest Plan and Provincial Laws, the approved Annual Wildlife Harvest Plan will prevail to the extent of the Conflict.
25. Sliammon Government may make laws, in respect of the Sliammon Right to Harvest Wildlife, that are consistent with the Final Agreement and an approved Annual Wildlife Harvest Plan for:
- a) the methods, timing, and location of the harvest of Wildlife included in the Annual Wildlife Harvest Plan, under the Sliammon Right to Harvest Wildlife;

- b) the distribution among Sliammon Members of Wildlife harvested by Sliammon under the Sliammon Right to Harvest Wildlife;
 - c) designating Sliammon Members to harvest Wildlife; and
 - d) other matters as set out in the Final Agreement.
26. In the event of a Conflict between a Sliammon Law made under paragraph 25 and a Federal or Provincial Law, the Sliammon Law will prevail to the extent of the Conflict.
27. Sliammon Government may make laws, in respect of the Sliammon Right to Harvest Wildlife, that are consistent with the Final Agreement and an approved Annual Wildlife Harvest Plan, for:
- a) documenting Sliammon Members who harvest Wildlife under the Sliammon Right to Harvest Wildlife;
 - b) Wildlife not included in the Annual Wildlife Harvest Plan, the methods, timing, and location of harvesting those species of Wildlife under the Sliammon Right to Harvest Wildlife; and
 - c) other matters as set out in the Final Agreement.
28. In the event of a Conflict between a Sliammon Law made under paragraph 27 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.
29. The Final Agreement will set out Sliammon law-making authority for the regulation of the Sliammon Right to Harvest Migratory Birds under the Final Agreement.
30. Sliammon will have the right to participate in any Wildlife advisory management processes established by British Columbia, in respect of the Wildlife and Migratory Birds Harvest Area.

Trade, Barter and Sale

31. Sliammon Members will have the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, any Wildlife, Wildlife parts, including meat and furs, Migratory Birds, and the eggs or inedible by-products or down of Migratory Birds, harvested under the Sliammon Right to Harvest Wildlife and Migratory Birds.

32. Any sale of Wildlife, Wildlife parts, including meat and furs, Migratory Birds, and the eggs or the inedible by-products or down of Migratory Birds, harvested under the Sliammon Right to Harvest Wildlife and Migratory Birds will be in accordance with any Federal and Provincial Laws that permit sale.

Enforcement

33. The Parties may negotiate agreements concerning enforcement of Federal or Provincial Laws, or Sliammon Laws in respect of Wildlife and Migratory Birds. Any of those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.
34. Sliammon Laws made in accordance with this Chapter may be enforced by persons authorized to enforce Federal or Provincial Laws, or Sliammon Laws in respect of Wildlife or Migratory Birds in British Columbia.
35. The Final Agreement will address enforcement issues in respect of the harvest of Wildlife or Migratory Birds by Sliammon Members under the Sliammon Right to Harvest Wildlife and Migratory Birds.

**CHAPTER 10 - ENVIRONMENTAL ASSESSMENT
AND ENVIRONMENTAL PROTECTION**

Environmental Assessment

1. Sliammon may participate in established federal or provincial environmental assessment processes for proposed projects that may have adverse effects on Sliammon Lands or on Sliammon interests set out in the Final Agreement in the area set out in Appendix G.

Environmental Protection

2. Sliammon may make environmental protection laws, applicable on Sliammon Lands, as set out in the Final Agreement.
3. In the event of a Conflict between a Sliammon Law made under paragraph 2 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.
4. If there is an environmental emergency or natural disaster that affects Sliammon or Sliammon Lands, the Party responding will notify the other Parties as soon as practicable.

CHAPTER 11 - SLIAMMON ROLE OUTSIDE SLIAMMON LANDS

Provincial Public Planning Processes

1. When British Columbia establishes a Public Planning Process, in the area set out in Appendix J, British Columbia will notify Sliammon.
2. Sliammon will have the right to participate in the development stage of any Public Planning Process in the area set out in Appendix J, in accordance with procedures established by British Columbia for that Public Planning Process.
3. In participating in any Public Planning Process, Sliammon may bring forward any matters it considers relevant, including any rights or interests set out in the Final Agreement.
4. British Columbia may proceed with any Public Planning Process even if Sliammon does not participate in that process.
5. Sliammon may make proposals to British Columbia to establish a Public Planning Process or to establish protected areas in respect of the area set out in Appendix J.
6. Nothing in the Final Agreement will obligate British Columbia to undertake a Public Planning Process or to establish a protected area.
7. British Columbia will provide Sliammon with the draft plan resulting from any Public Planning Process and Sliammon may provide written recommendations to the Minister which may be made public by British Columbia.
8. After considering any written recommendations from Sliammon and any matters the Minister considers appropriate, the Minister will provide written reasons for any Sliammon recommendations that are not accepted.

Gathering Plants

9. Sliammon will have the right to gather Plants for Domestic Purposes on provincial Crown land in the area set out in Appendix I.
10. The Sliammon right to gather Plants will be limited by:

-
- a) measures necessary for conservation; and
 - b) measures necessary for the purposes of public health or public safety.
11. The Sliammon right to gather Plants will not interfere with authorized uses of Crown land, or British Columbia's ability to authorize uses or to dispose of provincial Crown land.
 12. Sliammon Members will not be required to pay fees to Canada or British Columbia in order to exercise the Sliammon right to gather Plants.

Provincial Parks and Protected Areas

13. If either or both of the two parcels of land, District Lots 3769 and 3770, adjacent to Sliammon Indian Reserve No. 6 (Kahkaykay), cease to be part of Desolation Sound Marine Park, British Columbia will offer to sell the land that ceases to be part of Desolation Sound Marine Park to Sliammon for a price not to exceed fair market value.
14. If, after the Effective Date, Sliammon decides to sell any portion of or all of the former Sliammon Indian Reserve No. 6 (Kahkaykay), Sliammon will offer to sell that land to British Columbia for a price not to exceed fair market value.
15. Prior to the Final Agreement, British Columbia and Sliammon will negotiate and attempt to reach agreement regarding arrangements for Sliammon participation in the management of Desolation Sound Marine Park and Okeover Park.
16. British Columbia and Sliammon will negotiate and attempt to reach agreement on provisions to be included in the Desolation Sound Marine Park Management Plan, regarding Sliammon activities in the Park including gathering of Plants and harvesting of Wildlife and shellfish for Domestic Purposes under the Final Agreement.
17. Sliammon may make proposals to British Columbia to establish new protected areas in the area set out in Appendix G.
18. Nothing in the Final Agreement will obligate British Columbia to establish any new protected areas.
19. At the request of either Sliammon or British Columbia, British Columbia and Sliammon will negotiate and attempt to reach agreement on arrangements for Sliammon activities in other Parks or other protected areas within the areas set out in Appendix G.

20. Any agreement reached pursuant to paragraphs 15, 16, or 19 will not be part of the Final Agreement.
21. British Columbia and Sliammon will address potential economic opportunities, consistent with the Park Management Plan, for Sliammon in Desolation Sound Marine Park, outside of the Final Agreement.

Commercial Recreation Tenure

22. Prior to the Final Agreement, Sliammon and British Columbia will develop a management plan for a proposed commercial recreation tenure which sets out the recreational activities, reflects the environmental values in the defined area, sets out the boundaries of the operating area, and sets out a phase in period for the operations.
23. Upon satisfactory application by Sliammon, British Columbia will issue a commercial recreation tenure to Sliammon for the operating area described in the management plan, that will not include Submerged Lands.
24. During the phase in period for the commercial recreation tenure, British Columbia will not issue another commercial recreation tenure which would directly conflict with the management plan for the Sliammon Commercial Recreation Tenure.

Other

25. Prior to the Final Agreement, British Columbia and Sliammon will negotiate and attempt to reach agreement on mechanisms for dialogue on how treaty issues may be taken into account in the area set out in Appendix J, including the relationship between existing land use plans and treaty issues.

CHAPTER 12 - GOVERNANCE

Sliammon Self-Government

1. Sliammon will have the right to self-government, and the authority to make laws, as set out in the Final Agreement.
2. Under the Final Agreement, the *Indian Act* will not apply to Sliammon, Sliammon Government, and Sliammon Members except as set out in the *Indian Act* Transition and Taxation Chapters.

Sliammon Government

3. Sliammon Government, as provided for under the Sliammon Constitution and the Final Agreement, will be the government of Sliammon.

Legal Status and Capacity

4. Sliammon will be a legal entity with the capacity, rights, powers, and privileges of a natural person including the ability to:
 - a) enter into contracts and agreements;
 - b) acquire, hold, own, buy, and sell property and interests in property;
 - c) raise, spend, invest, and borrow money;
 - d) sue and be sued; and
 - e) do other things ancillary to the exercise of its rights, powers and privileges.
5. Sliammon will act through Sliammon Government in accordance with:
 - a) the Final Agreement; and
 - b) Sliammon Laws, including the Sliammon Constitution.
6. The Final Agreement will include provisions to address the scope of immunity and liability of

Sliammon, Sliammon Government, elected members of the Sliammon Government, and Sliammon public officers. Where appropriate, the scope of immunity and liability will be similar to that for municipalities under provincial legislation.

Sliammon Constitution

7. Sliammon will have a Constitution, consistent with the Final Agreement, which will provide:
 - a) for a democratically elected Sliammon Government, including its duties, composition, and membership;
 - b) that Sliammon Government will be democratically accountable with elections at least every five years;
 - c) for financial administration comparable to standards generally accepted for governments in Canada;
 - d) for conflict of interest rules comparable to those generally accepted for governments in Canada;
 - e) for recognition and protection of rights and freedoms of Sliammon Members;
 - f) that every person who is enrolled under the Final Agreement is entitled to be a Sliammon Member;
 - g) that the Final Agreement sets out the authority of Sliammon Government to make laws;
 - h) the process for the enactment of laws by Sliammon Government;
 - i) for challenging the validity of Sliammon Laws;
 - j) that the Sliammon Constitution prevails over other Sliammon Laws to the extent of any Conflict;
 - k) for the establishment of Sliammon Public Institutions;
 - l) for conditions under which Sliammon may dispose of lands or interests in lands;
 - m) for Sliammon Government from the Effective Date until the first elected Sliammon

Government takes office;

- n) for amendment of the Sliammon Constitution; and
 - o) for other provisions.
8. The Sliammon Constitution, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

Sliammon Government Structure

9. Sliammon Government consists of elected members as set out in the Sliammon Constitution.

Sliammon Elections

10. Elections for Sliammon Government will be held in accordance with the Sliammon Constitution and Sliammon Laws.

Appeal and Review of Administrative Decisions

11. Sliammon Government will establish processes for appeal or review of administrative decisions made by Sliammon Public Institutions exercising a statutory power of decision under Sliammon Law.
12. The Supreme Court of British Columbia will have jurisdiction to hear appeals or reviews of administrative decisions of Sliammon Government or Sliammon Public Institutions exercising a statutory power of decision under Sliammon Law.

Registry of Laws

13. Sliammon Government will:
- a) maintain a public registry of Sliammon Laws in the English language and, at the discretion of Sliammon Government, in the Sliammon language; and
 - b) provide Canada and British Columbia with copies of Sliammon Laws.

Individuals who are not Sliammon Members

14. The Final Agreement will provide opportunities or processes for participation by individuals who are not Sliammon Members, residing on or having a property interest in Sliammon Lands, in decisions of Sliammon Government and Sliammon Public Institutions that affect them.
15. Sliammon Government will Consult with individuals who are not Sliammon Members, residing on or having a property interest in Sliammon Lands, regarding proposed Sliammon Government decisions that may directly and significantly affect them.
16. Sliammon Government will provide that individuals who are not Sliammon Members, residing on or having a property interest in Sliammon Lands, will have access to the appeal and review procedures under paragraphs 11 and 12.

Transitional Provisions

17. The Final Agreement will include provisions for the transition from Sliammon Indian Band to Sliammon Government.

Sliammon Law-Making Authority

18. The Parties will negotiate the nature and scope of each Sliammon law-making authority to be set out in the Final Agreement, including to whom Sliammon Laws apply, and where and when Sliammon Laws apply.
19. In negotiating Sliammon Government law-making authorities, the Parties will consider the particular circumstances of Sliammon, including the population and location of the Sliammon community.
20. Federal and Provincial Laws will apply concurrently with Sliammon Laws and the Final Agreement will set out which law prevails where a Sliammon Law Conflicts with a Federal or Provincial Law.
21. In addition to law-making authorities provided for in other Chapters in this Agreement, the Parties may negotiate Sliammon law-making authorities to be included in the Final Agreement with respect to:
 - a) pre-school to Grade 12 education provided by Sliammon Government that meet provincial standards for:
 - i) curriculum, examination, and other standards that allow for transfers of students

between school systems at a similar level of achievement and permit admission of students to the provincial post-secondary education systems, and

- ii) certification of teachers;
 - b) child and family services provided by Sliammon Government that include standards comparable to provincial standards for the safety and well-being of children and families;
 - c) adoption of Sliammon children that include provisions to ensure the best interests of the child are paramount;
 - d) regulation, administration, and expropriation of Sliammon Lands by Sliammon Government;
 - e) Sliammon culture and Sliammon language, but not the official languages of Canada;
 - f) Sliammon assets on Sliammon Lands;
 - g) zoning and land use planning of Sliammon Lands, including standards consistent with Federal and Provincial Laws;
 - h) Sliammon citizenship provided that Sliammon Laws do not deal with Canadian citizenship, entry into Canada, or registration under the *Indian Act*; and
 - i) management, operation, and financial administration of Sliammon Government.
22. In the event of a Conflict between a Sliammon Law made under paragraph 21 and a Federal or Provincial Law, the Sliammon Law will prevail to the extent of the Conflict.
23. In addition to law-making authorities provided for in other Chapters in this Agreement, the Parties may negotiate Sliammon law-making authorities with respect to:
- a) aspects of administration of justice provided by Sliammon Government;
 - b) solemnization of marriages;
 - c) social services provided by Sliammon Government;

- d) income support provided by Sliammon Government;
 - e) health services provided by Sliammon Government;
 - f) buildings, structures, and public works on Sliammon Lands;
 - g) emergency preparedness provided by Sliammon Government on Sliammon Lands;
 - h) fire protection provided by Sliammon Government on Sliammon Lands;
 - i) traffic and transportation on Sliammon Lands;
 - j) regulation, control, or prohibition of any actions, activities, or undertakings on Sliammon Lands that constitute, or may constitute, a nuisance, a trespass, a danger to public health, or a threat to public order, peace, or safety;
 - k) regulation, control, or prohibition of any actions, activities, or undertakings on the Foreshore of Harwood Island or Submerged Lands within Sliammon Lands, other than actions, activities, or undertakings on the Foreshore or those Submerged Lands that are authorized by the Crown, that constitute, or may constitute, a nuisance, a danger to public health, or a threat to public order, peace, or safety; and
 - l) post-secondary education provided by Sliammon Government on Sliammon Lands, that includes standards comparable to provincial standards, including the establishment of post-secondary institutions that have the ability to grant diplomas but not degrees.
24. Sliammon law-making authority will not include criminal law, criminal procedure, or Intellectual Property.
25. In the event of a Conflict between a Sliammon Law made under paragraph 23 and a Federal or Provincial Law, the Federal or Provincial Law will prevail to the extent of the Conflict.
26. The Parties may negotiate Sliammon law-making authorities with respect to other matters as agreed to by the Parties in the Final Agreement.
27. For greater certainty, the authority of Sliammon Government to make laws in respect of a subject matter, as set out in the Final Agreement, will include the authority to make laws and to do other things as may be necessarily incidental to exercising its authority.

28. Sliammon Government may make laws and do other things that may be necessary to enable Sliammon and Sliammon Government to exercise its rights, or to carry out its responsibilities, under the Final Agreement.

Sliammon Cultural Education and Language Fund

29. Prior to the Final Agreement, Canada and Sliammon will negotiate a one-time payment by Canada that will be used for the establishment of a fund to support Sliammon culture and language.

CHAPTER 13 - LOCAL AND REGIONAL GOVERNMENT RELATIONS

1. The Final Agreement will address the relationship that Sliammon Government will have with the Powell River Regional District and the District Municipality of Powell River on matters such as the delivery of and payment for services, co-ordination between the governments for common areas of responsibility, and representation of Sliammon Government and residents of Sliammon Lands on the Powell River Regional District.

CHAPTER 14 - INDIAN ACT TRANSITION

1. The *Indian Act* will not apply to Sliammon, Sliammon Government, and Sliammon Members except for:
 - a) determining registration as an Indian under the *Indian Act*;
 - b) determining qualification for the temporary remission of taxes under the Taxation Chapter;
 - c) the estates of Sliammon individuals, who die prior to the Effective Date, that are administered under the *Indian Act* as of the Effective Date; and
 - d) the estates of Sliammon children or other Sliammon individuals whose property is administered under the *Indian Act* as of the Effective Date.
2. The Final Agreement will set out transitional provisions in respect of Sliammon Indian Band bylaws.
3. The Final Agreement will set out transitional provisions for the operation of Sliammon Government from the Effective Date until the first elections are held in accordance with the Final Agreement and the Sliammon Constitution.
4. Sliammon will replace the Sliammon Indian Band and all of the rights, titles, interests, assets, obligations, and liabilities of the Sliammon Indian Band will vest in Sliammon.

**CHAPTER 15 - CAPITAL TRANSFER
AND NEGOTIATION LOAN REPAYMENT**

Capital Transfer

1. The Capital Transfer from Canada and British Columbia to Sliammon will be \$24.4 million and will be paid in accordance with the provisions of this Chapter.
2. A provisional schedule of payments will be negotiated prior to the initialing of the Final Agreement such that:
 - a) the timing and amounts of payments in the provisional schedule of payments will provide for a first payment to Sliammon on the Effective Date and subsequent payments on each anniversary of the Effective Date;
 - b) the net present value of the amounts listed in the provisional schedule of payments will equal the amount set out in paragraph 1; and
 - c) the net present value of the amounts listed in the provisional schedule of payments will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available prior to the initialing of the Final Agreement from the Department of Finance, Canada, less one eighth of one percent.
3. A final schedule of payments will be determined approximately one month prior to the Effective Date in accordance with the following formula:

$$\text{Final Amount} = \text{Provisional Amount} \times \left[\max \left(1, \frac{\text{Effective Date FDDIPI}}{\text{4thQ 2000 FDDIPI}} \right) \right]$$

Where,

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

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

“Effective Date FDDIPI” refers to the value of the Canada Final Domestic Demand Implicit

Price Index (FDDIPI) for the quarter prior to the Effective Date;

“4th Q 2000 FDDIPI” refers to the value of the Canada FDDIPI for the fourth quarter of the year 2000;

“max” means 1, or Effective Date FDDIPI divided by 4th Q 2000 FDDIPI, whichever is greater; and

the Effective Date FDDIPI and 4th Q 2000 FDDIPI values used will be the latest published values available from Statistics Canada one month prior to the Effective Date.

4. British Columbia and, subject to paragraph 10, Canada will make payments to Sliammon in accordance with the final schedule of payments determined in accordance with paragraph 3.
5. Notwithstanding paragraph 1, if, prior to the Final Agreement, as a result of a Treaty Related Measure among the Parties, Canada or British Columbia acquires a forest tenure on behalf of Sliammon under paragraph 13 of the Forest Resources Chapter, or acquires commercial fishing capacity on behalf of Sliammon under paragraph 37 of the Fisheries Chapter, the Capital Transfer amount in paragraph 1 will be reduced by the cost of any acquisition.

Negotiation Loan Repayment

6. On the date of the initialing of the Final Agreement, Canada will determine the outstanding amount of negotiation loans made by Canada to Sliammon, including any interest that may have accrued to that date, in accordance with First Nation Funding Agreements.
7. At the same time, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in paragraph 6, such that the repayments will be proportional to the provisional schedule of payments referred to in paragraph 2.
8. This provisional schedule will use an interest rate equal to the discount rate referred to in paragraph 2(c).
9. A final schedule of loan repayment amounts will be determined approximately one month prior to the Effective Date by:
 - a) determining the amount of any additional negotiation loans made by Canada to Sliammon after the initialing of the Final Agreement and prior to the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in

accordance with First Nation Funding Agreements; and

- b) prorating the additional amount in paragraph 9 (a) over the provisional repayment schedule.
10. Canada may deduct any amounts due pursuant to the final schedule of loan repayments referred to in paragraph 9 from Capital Transfer payments payable to Sliammon in accordance with paragraph 4.
 11. Sliammon may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in paragraph 9.

CHAPTER 16 - FISCAL RELATIONS

Fiscal Agreements

1. Every five years, or other periods as agreed, the Parties will negotiate and attempt to reach agreement on Sliammon fiscal agreements which will set out how funding will be provided to Sliammon to support the provision of agreed-upon programs and services to Sliammon Members and, where applicable, non-Sliammon occupants of Sliammon Lands.
2. In negotiating Sliammon fiscal agreements in respect of the agreed-upon programs and services, the Parties will take into account the following:
 - a) the financial resources necessary to provide agreed-upon programs and services at a level reasonably comparable to the level of programs and services available in First Nation and non-First Nation communities of similar size and circumstances in southwest British Columbia;
 - b) existing levels of federal and provincial funding provided to Sliammon;
 - c) affordability in relation to prevailing federal, provincial, and Sliammon fiscal policies;
 - d) efficiency and effectiveness in providing agreed-upon programs and services;
 - e) Sliammon revenue capacity determined in accordance with this Chapter;
 - f) the costs of operating Sliammon Government which may include adjustments to base funding such as price and volume considerations; and
 - g) any other matters set out in the Final Agreement.
3. In negotiating the first Sliammon fiscal agreement, the Parties will take into account the following:
 - a) the start-up costs of operating Sliammon Government; and
 - b) the level and condition of agreed-upon physical community infrastructure assets and the management, maintenance, and replacement costs of those assets over time.

4. If the Parties do not reach a further fiscal agreement by the expiry date of a fiscal agreement, the fiscal agreement will continue in effect for two years from its original expiry date, or for any other period that the Parties may agree while they attempt to reach a further fiscal agreement.
5. Setting out Sliammon Government authorities, including law-making authorities in the Final Agreement, will not create or imply any financial obligations or service responsibility for any Party.
6. In negotiating fiscal agreements, the Parties will consider procedures for:
 - a) the collection and exchange of information, including statistical information, to facilitate the implementation of the fiscal agreements;
 - b) dispute resolution in relation to the fiscal agreements;
 - c) the accountability of the Sliammon Government to the funding governments; and
 - d) other procedures agreed to by the Parties.
7. Any amounts required for the purposes of a fiscal agreement will be paid out of appropriations as may be made by the Parliament of Canada or the Legislature of British Columbia for those purposes.
8. Unless the Parties otherwise agree, the Parties will initial the first fiscal agreement no later than the date at which the Final Agreement is initialed.
9. Any Sliammon fiscal agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

Sliammon Revenue

10. Sliammon will contribute to the funding of Sliammon Government from its own revenue sources and it is the shared objective of the Parties that this contribution will be enhanced over time.
11. The fiscal arrangements between the Parties should provide a reasonable incentive for Sliammon to raise revenues from its own sources.
12. Prior to initialing the Final Agreement, the Parties will negotiate for each revenue source the manner in which Sliammon revenue capacity or Sliammon revenue will be used in determining

the funding amount provided by Canada or British Columbia.

13. In calculating Sliammon revenue capacity, all Sliammon revenue sources will be included except for the following:
 - a) capital transfer payments under the Final Agreement;
 - b) any federal or provincial payments under fiscal agreements or other agreements for programs and services;
 - c) proceeds from the sale of Sliammon Lands; and
 - d) any other matters set out in the Final Agreement.
14. The manner in which Sliammon revenue capacity will be used in determining the funding amount to be provided by Canada or British Columbia may be phased in over a number of years as negotiated and specified before the initialing of the Final Agreement.
15. Prior to the initialing of the Final Agreement, the Parties will address any issues concerning the need for a reasonable degree of competitive equity between Sliammon Government commercial activities and commercial activities elsewhere in British Columbia.

Tripartite Tax and Fiscal Working Group

16. As soon as practicable, the Parties will establish a tripartite tax and fiscal working group to:
 - a) generate and exchange information with respect to tax and fiscal matters;
 - b) examine, for different models of the overall fiscal relationship, the interaction among the components of the overall fiscal relationship which may include taxation, funding for Sliammon through fiscal agreements, and Sliammon revenue sources;
 - c) consider programs and services and related issues;
 - d) consider the potential overall financial implications of paragraphs 16(b) and (c) for the Parties; and
 - e) consider other areas as agreed to by the Parties.
17. Information from the tripartite tax and fiscal working group is intended to inform the Parties in

concluding the negotiations of the Final Agreement.

18. The working group will conclude its work no later than two years after the signing of this Agreement unless otherwise agreed by the Parties.

Review

19. The Parties acknowledge that Canada, British Columbia and First Nations representatives may agree upon other approaches to taxation or fiscal relations for general use in negotiations with First Nations in British Columbia. Prior to the Final Agreement, the Parties will review the Taxation and Fiscal Relations Chapters to determine whether any of those approaches are appropriate for use in the Final Agreement or related agreements.

CHAPTER 17 - TAXATION

Direct Taxation

1. Sliammon Government may make laws in respect of direct taxation of Sliammon Members on Sliammon Lands in order to raise revenue for Sliammon purposes.
2. Sliammon Government powers provided for in paragraph 1 will not limit the powers of Canada or British Columbia to impose or levy tax or make laws in respect of taxation.

Other Taxation and Tax Administration Agreements

3. From time to time, Canada and British Columbia, together or separately, may negotiate with Sliammon and attempt to reach agreement on:
 - a) the extent, if any, to which Canada or British Columbia will provide to Sliammon Government direct taxation authority over persons, other than Sliammon Members, on Sliammon Lands; and
 - b) the coordination of taxation by Sliammon Government, of any person, with the existing federal or provincial tax systems including the extent, if any, to which Canada or British Columbia may agree to share tax room.
4. Prior to the Final Agreement, Canada and Sliammon will address transitional issues in respect of the Sliammon Community Improvement Fee.
5. Prior to the Final Agreement, Canada and Sliammon may negotiate and attempt to reach agreement, in respect of sales tax and income tax, on:
 - a) the extent to which Canada will provide to Sliammon Government direct taxation authority over all persons on Sliammon Lands;
 - b) the manner in which taxation by Sliammon Government will be co-ordinated with the existing federal taxation system, including the extent, if any, to which Canada may agree to share federal tax room; and
 - c) such other taxation matters as may be agreed upon between Canada and Sliammon.

6. Prior to the Final Agreement, British Columbia and Sliammon will negotiate and attempt to reach agreement on how local property tax will be applied on Sliammon Lands. The negotiations will address the coordination of tax authority, the sharing of tax room to avoid double taxation and protection of the interests of Sliammon Members and persons who are not Sliammon Members, including principles of equitable assessment, fair taxation, and representation.

Indian Act Section 87 Exemption

7. Subject to paragraph 8, section 87 of the *Indian Act* applies to Sliammon Members only to the extent that an Indian other than a Sliammon Member, or the property of that Indian, would be exempt from taxation in similar circumstances by reason of the applicability of section 87 of the *Indian Act*.
8. Section 87 of the *Indian Act* will cease to apply to Sliammon Members:
 - a) in respect of transaction taxes, only 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, only as of January 1 of the first calendar year that starts on or after the twelfth anniversary of the Effective Date.

Remission of Tax

9. Subject to paragraphs 10 and 11, as of the Effective Date, Canada and British Columbia will each remit federal and provincial tax imposed or levied by it in respect of:
 - a) the estate or interest of an Indian in lands identified in the Lands Chapter as Sliammon Indian Reserves that will cease to be Sliammon Indian Reserves on the Effective Date;
 - b) the personal property of an Indian situated on lands identified in the Lands Chapter as Sliammon Indian Reserves that will cease to be Sliammon Indian Reserves on the Effective Date; and
 - c) an Indian's ownership, occupation, possession or use of any property referred to in paragraph 9(a) or (b).
10. A remission of tax under paragraph 9 will only apply where the property referred to in

paragraph 9(a) or (b), or the Indian in respect of the ownership, occupation, possession or use of the property referred to in paragraph 9(a) or (b) would, but for the Final Agreement, be exempt from taxation by reason of the applicability of section 87 of the *Indian Act*.

11. The remissions of tax referred to in paragraph 9 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 January 1 of the first calendar year that starts on or after the twelfth anniversary of the Effective Date.

Sliammon Lands

12. Sliammon will not be subject to capital taxation, including real property taxes and taxes on capital or wealth, in respect of the estate or interest of Sliammon in Sliammon Lands on which there are no improvements or on which there is an improvement which is used for a public purpose, and not for profit or gain.

Sliammon Capital

13. A transfer, or recognition of ownership, under the Final Agreement, of Sliammon Capital will not be taxable.
14. For the purposes of paragraph 13, an amount paid to a person enrolled under the Final Agreement will be deemed to be a transfer of Sliammon Capital under the Final Agreement if the payment:
 - a) reasonably can be considered to be a distribution of a Capital Transfer received by Sliammon; and
 - b) becomes payable to a person enrolled under the Final Agreement within 90 days, and is paid to that person within 270 days, after Sliammon receives the Capital Transfer.
15. For purposes of the *Income Tax Act* and the *Income Tax Act (British Columbia)*, Sliammon Capital transferred to, or recognized as owned by, Sliammon under the Final Agreement will be deemed to have been acquired by Sliammon on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value on that date.

Taxation Agreements

16. On the Effective Date, the Parties will enter into a Taxation Treatment Agreement.
17. Canada will recommend to Parliament that the provisions of the Taxation Treatment Agreement be given effect under Federal Law.
18. British Columbia will recommend to the Legislature legislation to give effect to the Taxation Treatment Agreement.
19. Any taxation, tax administration, or taxation treatment agreements negotiated pursuant to paragraphs 3, 4, 5, 6, or 16 will not form part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

Tripartite Tax and Fiscal Working Group

20. In paragraph 16 of the Fiscal Relations Chapter, the Parties have agreed to establish a tripartite tax and fiscal working group to address issues related to tax and fiscal during Final Agreement negotiations.

Review

21. The Parties acknowledge that Canada, British Columbia and First Nations representatives may agree upon other approaches to taxation or fiscal relations for general use in negotiations with First Nations in British Columbia. Prior to the Final Agreement, the Parties will review the Taxation and Fiscal Relations Chapters to determine whether any of those approaches are appropriate for use in the Final Agreement or related agreements.

**CHAPTER 18 - ARTIFACTS, ANCIENT HUMAN REMAINS,
HERITAGE SITES AND PLACE NAMES**

Sliammon Artifacts

1. The Parties recognize the integral role of Sliammon artifacts in the continuation of Sliammon culture, values, and traditions, whether those artifacts are held by Sliammon, the Canadian Museum of Civilization, or the Royal British Columbia Museum.
2. Canada and Sliammon will negotiate and attempt to reach agreement for the sharing of any Sliammon artifacts held by the Canadian Museum of Civilization.
3. British Columbia and Sliammon will negotiate and attempt to reach agreement for the sharing or transfer of any Sliammon artifacts held by the Royal British Columbia Museum.
4. At the request of Sliammon, Canada or British Columbia, respectively, will make reasonable efforts to facilitate Sliammon access to Sliammon artifacts, or other Sliammon heritage materials, in other collections.

Sliammon Ancient Human Remains

5. Subject to Federal and Provincial Laws, any Sliammon ancient human remains removed from Heritage Sites will be returned to Sliammon.

Heritage Sites

6. Sliammon Government may develop processes, comparable to British Columbia processes, to manage Heritage Sites on Sliammon Lands in order to preserve Sliammon and other heritage values associated with those sites from proposed land and resource activities that may affect those sites.
7. British Columbia and Sliammon will negotiate and attempt to reach agreement on a list of key sites of cultural and historic significance outside Sliammon Lands to be protected through provincial heritage site designation or through other measures agreed to by British Columbia and Sliammon.

Place Names

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

CHAPTER 19 - DISPUTE RESOLUTION

1. The Final Agreement will set out a dispute resolution process for:
 - a) disputes over interpretation, application, implementation, and alleged breaches of the Final Agreement; and
 - b) other matters identified in the Final Agreement.
2. The Parties share the following objectives to avoid disputes:
 - a) to co-operate and develop respectful working relationships; and
 - b) to identify and resolve issues early, efficiently, and in a non-adversarial way.
3. Unless otherwise provided for in the Final Agreement, any disputes that arise among the Parties will progress, until resolved, through the following stages of the dispute resolution process:
 - a) informal discussions among the Parties;
 - b) formal negotiations among the Parties;
 - c) mediation or another non-binding process; and
 - d) a binding decision-making process, either by arbitration where agreed to in the Final Agreement, or by court proceedings.
4. Unless otherwise provided for in the Final Agreement, each Party will bear its own costs of participating in the dispute resolution process and the Parties will share common costs.

CHAPTER 20 - ELIGIBILITY AND ENROLMENT

Sliammon Eligibility Criteria

1. An individual will be eligible for enrolment under the Final Agreement if that individual:
 - a) is registered on the Sliammon Indian Band list as of the day before the Effective Date;
 - b) is of Sliammon ancestry;
 - c) was adopted as a child under laws recognized in Canada or by Sliammon custom by an individual eligible for enrolment; or
 - d) is a descendant of an individual eligible for enrolment.
2. Notwithstanding paragraph 1(d), where an individual having no aboriginal ancestry became a member of the Sliammon Indian Band prior to April 17, 1985 because of marriage to a Sliammon Indian Band member, and that individual having no aboriginal ancestry subsequently has a child with another individual having no Sliammon ancestry, that child will not be entitled to be enrolled.
3. Enrolment under the Final Agreement will not:
 - a) confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or
 - b) except as set out in the Final Agreement, or in any federal or provincial law, impose any obligation on Canada or British Columbia to provide rights or benefits.

Other Land Claims Agreements

4. An individual who is a member of an Indian Band that is a signatory to a treaty, or an individual who is enrolled under another treaty or land claims agreement in Canada, cannot be enrolled under the Final Agreement.

Sliammon Enrolment Committee

5. Sliammon will establish the Sliammon Enrolment Committee to be responsible for the Sliammon enrolment process as set out in the Final Agreement.
6. The Sliammon Enrolment Committee will:
 - a) consider and decide each enrolment application based on the eligibility criteria;
 - b) maintain an enrolment register;
 - c) amend the enrolment register to take into account decisions of the Sliammon Enrolment Appeal Board;
 - d) report on the enrolment process to the Parties; and
 - e) comply with other requirements as set out in the Final Agreement.

Sliammon Enrolment Appeal Board

7. The Parties will establish the Sliammon Enrolment Appeal Board with equal representation of each of the Parties to be responsible for the enrolment appeal process set out in the Final Agreement.
8. The Sliammon Enrolment Appeal Board will consider and decide appeals from decisions of the Sliammon Enrolment Committee.
9. Decisions of the Sliammon Enrolment Appeal Board are subject to judicial review in the Supreme Court of British Columbia.

Costs

10. Canada and British Columbia will provide an agreed amount of funding for the Sliammon Enrolment Committee and Enrolment Appeal Board.

Transition

11. The Final Agreement will set out the process for Sliammon to assume responsibility for the enrolment process.

CHAPTER 21 - IMPLEMENTATION

1. During the negotiation of the Final Agreement, the Parties will negotiate an Implementation Plan which will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.
2. Prior to ratifying the Final Agreement, the Parties will complete the Implementation Plan.
3. The Implementation Plan will identify the obligations set out in the Final Agreement to implement the Final Agreement and any activities required to implement those obligations.
4. The Implementation Plan will not be legally binding and will not alter any obligations set out in the Final Agreement.
5. On the Effective Date, the Parties will establish an Implementation Committee.

CHAPTER 22 - APPROVAL OF THE AGREEMENT-IN-PRINCIPLE

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

CHAPTER 23 - RATIFICATION OF THE FINAL AGREEMENT

General

1. The Final Agreement will be legally binding once ratified by all of the Parties in accordance with the Ratification Chapter of the Final Agreement.
2. The Final Agreement will be submitted to the Parties for ratification as set out in the Final Agreement after it has been initialed by Chief Negotiators for Canada and British Columbia and negotiators for Sliammon.

Ratification by Sliammon

3. The Parties will establish a Ratification Committee, with equal representation of each of the Parties, to be responsible for the Sliammon ratification process, including preparing a list of eligible voters, as set out in the Final Agreement.
4. An eligible voter will be a person who:
 - a) is enrolled under the Eligibility and Enrolment Chapter;
 - b) is at least 18 years of age on the day of voting;
 - c) is not enrolled in any other land claims agreement; and
 - d) meets any other criterion set out in the Final Agreement.
5. Ratification of the Final Agreement by Sliammon requires:
 - a) that Sliammon voters have a reasonable opportunity to review the Final Agreement;
 - b) a vote, by way of a secret ballot;
 - c) that a majority of eligible voters vote in favour of the Final Agreement;
 - d) ratification of the Sliammon Constitution through the process set out in the Final Agreement; and

- e) the Final Agreement be signed by the authorized representative of Sliammon.

Ratification by Canada

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

Ratification by British Columbia

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

Ratification of the Sliammon Constitution

- 8. Ratification of the Sliammon Constitution by Sliammon requires:
 - a) that Sliammon voters have a reasonable opportunity to review the Sliammon Constitution;
 - b) a vote, by way of a secret ballot; and
 - c) that a majority of eligible voters vote in favour of adopting the Sliammon Constitution.