



*shíshálh* Nation Lands and  
Resources Decision-Making Policy





## SECHELT INDIAN BAND

May 1, 2013

We are happy to share with you a copy of the *shíshálh* Nation Lands and Resources Decision-Making Policy.

The *shíshálh* First Nation has developed this new decision-making policy and process for lands and resources throughout *shíshálh* Territory in order to clearly outline *shíshálh's* expectations regarding development in our territory. The policy accompanies our *lil xemit tems swiya nelh mes stutula: A Strategic Land Use Plan for the shíshálh Nation*. The policy and process covers a number of topics including guiding principles for *shíshálh* decision-making, applicable criteria, engagement for the purposes of consultation and accommodation, roles and responsibilities, and decision-making steps.

This policy brings together in one document many of the decision-making practices and principles our government has applied over many years. It identifies how our Title and Rights relate to decisions we make, and expectations for those seeking to use the lands and resources of *shíshálh* Territory.

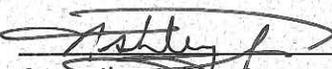
The *shíshálh* Nation Lands and Resources Decision-Making Policy includes a number of companion documents such as the *shíshálh* Nation Heritage Policy. Our policies and related documents can be viewed online at [www.secheltnation.ca](http://www.secheltnation.ca).

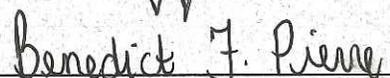
The clarity and transparency the Decision-Making Policy offers about how our government makes decisions is of benefit to everyone in *shíshálh* Territory. We invite all governments and proponents to read the policy and learn about it. We welcome opportunities to discuss this policy, and will continue to work collaboratively with others for the benefit of current and future generations.

For more information please contact our Rights and Titles Department at 604.740.5600.

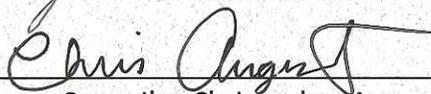
Yours truly,

  
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*shíshálh* Nation Lands and Resources Decision-Making Policy

# TABLE OF CONTENTS

## shíshálh Nation Lands and Resources Decision-Making Policy

<b>Principles</b> .....	1
1. Respect and Protection for Collective shíshálh Title and Rights.....	1
2. Applying shíshálh Laws of the Land .....	3
3. Maintaining, Revitalizing, and Strengthening our Culture, Traditions, Economy, Environment, Spirituality, Language, and Other Institutions .....	3
4. Advancing Reconciliation.....	4
<b>Decision-Making Roles and Responsibilities</b> .....	4
1. shíshálh People.....	4
2. shíshálh Chief and Council .....	5
3. shíshálh Administration .....	5
<b>Decision-Making Process</b> .....	5
1. Pre-Process Engagement.....	6
2. Initiating the Process.....	6
3. Preliminary Assessment.....	7
4. Further Information Gathering and Analysis .....	8
5. Consultation and Negotiation .....	9
6. Decision .....	9
7. Dispute Resolution.....	10
<b>Decision Making Factors</b> .....	10
1. shíshálh Knowledge .....	10
2. Degree of Alienation and Impact.....	10
3. Cumulative Impacts .....	11

4.	Mitigation, Restitution, and Benefits .....	11
5.	Sustainability.....	11
6.	Precautionary Principle.....	12
	<b>Crown and Proponent Engagement with shíshálh .....</b>	<b>12</b>
1.	Know the Process.....	12
2.	Engage Early.....	12
3.	Demonstrate Respect .....	13
4.	Support the Process.....	13
	<b>Application Life Cycle .....</b>	<b>15</b>
	<b>shíshálh Decision-Making Process Flow Chart.....</b>	<b>16</b>
	<b>shíshálh Nation Declaration.....</b>	<b>17</b>
	 <b>shíshálh Nation Heritage Policy</b>	
1.	Forward.....	20
2.	Jurisdiction.....	22
3.	Objective.....	22
4.	Development.....	22
5.	Definitions.....	22
	5.1 Enforcement and Protection.....	23
	5.1.2. Site Specific Management .....	23
6.	Curation and Preservation of Cultural Properties .....	23
7.	Heritage Investigations .....	24
	7.1 Requirements of Heritage Investigators.....	24
	7.1.1 Heritage Investigation Terms and Conditions .....	25
8.	Protection .....	26

9. Offence and Penalty .....	26
Appendix A: <i>shíshálh</i> Nation Heritage Investigation Permit application .....	27
Appendix B: <i>shíshálh</i> Nation Heritage Investigation Permit .....	31
<b>Projects Review Agreement</b> .....	<b>34</b>
<b>Forestry Protocol</b> .....	<b>48</b>

## **shíshálh Nation Lands and Resources** **Decision-Making Policy**

*We, the shíshálh Nation, openly and publicly declare that we have Aboriginal Title and Aboriginal Rights to our Territory, including the lands, waters, and resources that have been ours since time immemorial. We have been given the responsibility from the Creator to care for our Territory. Our Territory sustains our people, maintains our indigenous way of life, and is integral to our identity as shíshálh. We have always governed ourselves and our Territory, and have never relinquished our authority or jurisdiction over such. We assert our collective right to live as a distinct people.*

### **shíshálh Nation Declaration**

The *shíshálh* Nation Declaration affirms our Title and Rights to our Territory, our jurisdiction and authority to determine the use of our Territory, and the centrality of our *shíshálh* customary laws, traditions, needs, and aspirations.

This policy is one part of implementing our Declaration, and is an exercise of our inherent Title and Rights. Through this policy we state the vision, principles, and requirements which guide *shíshálh* decisions concerning lands and resources in our Territory. It is developed to reflect and carry forward the sacred trust we hold for current and future generations of the *shíshálh* People, in a manner which respects our Title and Rights, international legal standards, and the common law.

This policy also outlines the expectations and direction for the Crown, proponents, and all others who seek to use the lands and resources of our Territory. Both the Crown and proponents seeking to use those lands and resources, and to engage in consultation and accommodation with us as *shíshálh* moves through our decision-making process, should fully familiarize themselves with this policy, and its expectations and directions.

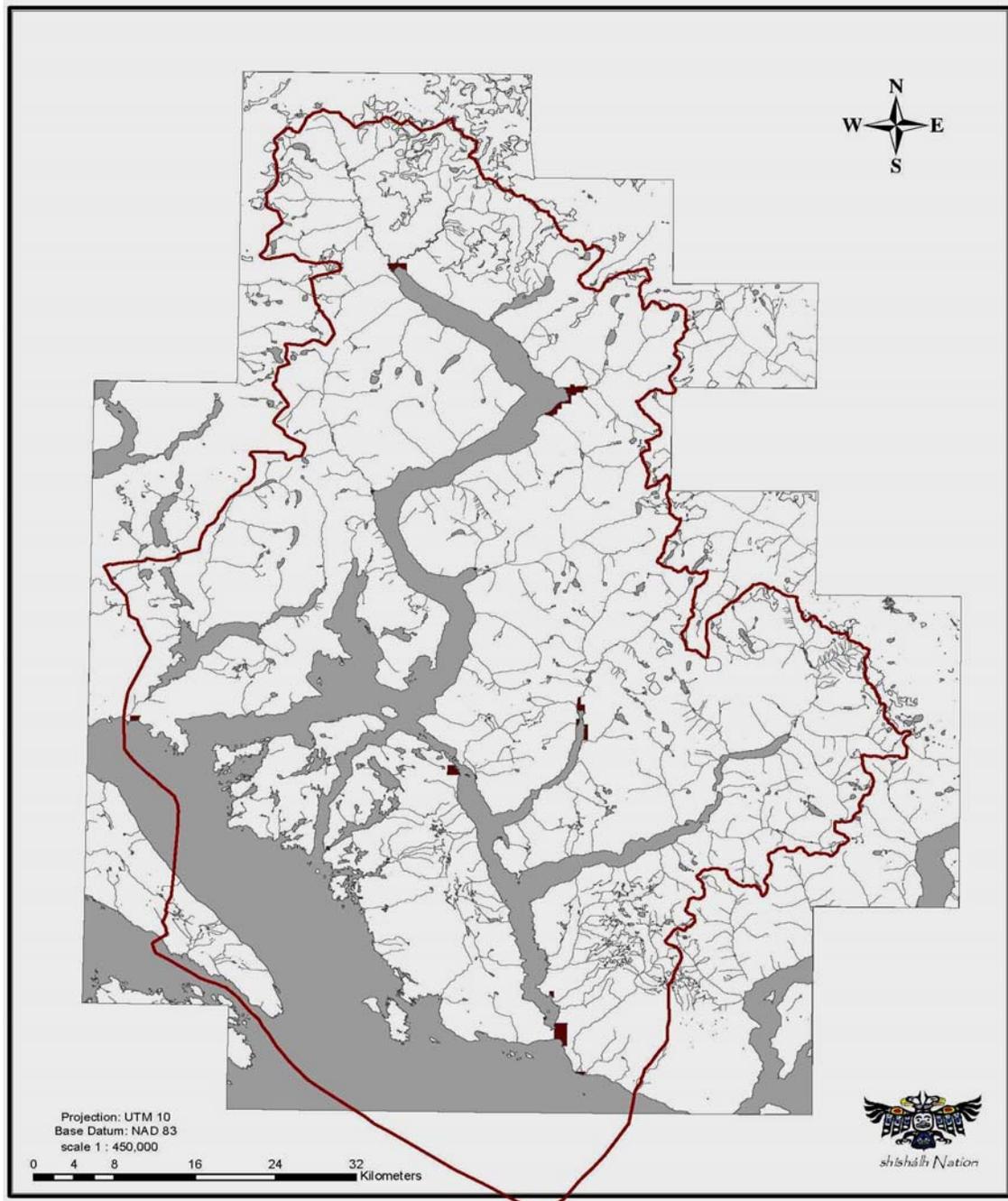
### **Principles**

*shíshálh* makes decisions guided by a number of core principles, which clearly outlines roles and responsibilities.

There are fundamental principles that guide our decision-making. These principles reflect our responsibilities as a Nation to honour all past, present, and future generations of the *shíshálh* People, and ensure that the decisions that are made are in their best interests. They also reflect the overarching principles of international law as well as the common law.

#### **1. Respect and Protection for Collective *shíshálh* Title and Rights**

*shíshálh* Territory extends from *xwésém* in the southeast to the height of land located north of *xénichen*, *kwékwenis* to the west and *spílk<sub>s</sub>en* to the south.



### ***shíshálh* Territory**

*shíshálh* has never ceded or surrendered any part of our Territory and our Title and Rights are unextinguished.

Our Title and Rights reflect our fundamental relationship to the lands and resources of our Territory. All generations of our People have been sustained through this relationship, which is expressed through our laws, culture, economy, society, governance, and spirituality.

Our Title and Rights are collective in nature. Impacts and benefits of any proposed activity will be studied, analyzed and considered at the collective and community level, and not at the individual level. It is of paramount importance that our collective Title and Rights are respected and protected, and that any potential impacts or infringements are understood, analyzed, discussed, and addressed. In order to protect *shíshálh's* Title and Rights we have developed political, legal, assertion, and economic strategies including as set out in this document.

## **2. Applying *shíshálh* Laws on the Land**

Our *shíshálh* worldview recognizes the interconnection of all things in existence, and the necessity to respect all aspects of creation. Our relationship to the lands and resources of our Territory reflect this principle of interconnection, in that all things in our Territory have a relationship and role with our People, indigenous way of life, and identity as *shíshálh*.

Our worldview is reflected in our laws, customs, and traditions through which we have played our role as stewards of the lands and resources of our Territory since time immemorial. Our customary laws and traditions guide the operation of our decision-making institutions, the ways in which decisions are made, and the types of decisions that are issued.

Through the operation of our laws on the land, our culture, traditions, and way of life are affirmed and strengthened, our institutions and economy respected, and our future more secure.

Our approach to applying our laws to the land is reflected in the *lil xemit tems swiya nelh mes stutula*: A Strategic Land Use Plan for the *shíshálh* Nation, which has been developed by our Nation in recent years and reflects our vision of the future use of the lands of our Territory. Our approach is also reflected in our *shíshálh* Nation Heritage Policy, which is attached. Further, we are constantly refining the manner in which our land and resources are used and managed to ensure the long term sustainability of our territory. Therefore, engagement with us is warranted.

## **3. Maintaining, Revitalizing, and Strengthening our Culture, Traditions, Economy, Environment, Spirituality, Language, and Other Institutions**

Each and every generation of *shíshálh* People bear the responsibility for ensuring the dynamic endurance of all dimensions of our way of life. No decision can be made in isolation from the ultimate need of ensuring and securing our way of life into the future forever.

When we make decisions about our lands and resources, we adopt an integrative perspective that views them in relation to all aspects of our reality. This includes contemplating how potential decisions may relate to, impact, or benefit, our culture, traditions, economy, environment, spirituality, language, and other institutions.

#### **4. Advancing Reconciliation**

All decisions that we make are viewed from the perspective of how they relate, reflect, and are consistent with the goal of advancing a just and equitable reconciliation. When we speak of reconciliation we do not mean a bare, formal, legal goal. “Reconciliation” is about settling and resolving matters, establishing a close relationship, and bringing oneself into a condition of acceptance. Reconciliation connotes bringing together, unifying, forgiving, and creating peace. Ultimately, it is about establishing positive, constructive, and creative patterns of relations.

Reconciliation is also about sovereignty. It involves reconciling the reality “of the prior occupation of North America by distinctive aboriginal societies with the assertion of Crown sovereignty over Canadian territory.” This reconciliation is ultimately expressed by developing shared and collaborative patterns of how *shíshálh* and the Crown will interact with each other with respect to governing and making decisions.

This vision of reconciliation is reflected and is supported by the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) which confirms the “right of self-determination” and affirms the standard of “free, prior, and informed consent.”

Meaningful consultation and accommodation, as outlined and defined in court decisions, is one aspect of advancing reconciliation, and one expression of the honour of the Crown.

Through our decision-making process, we seek to work collaboratively with the Crown to develop understandings, mechanisms, and approaches for engagement, including for the purposes of meaningful consultation and accommodation.

The *shíshálh* Nation Declaration, which is attached, is a foundation of our vision of reconciliation.

### **Decision-Making Roles and Responsibilities**

The *shíshálh* government has clear structure of decision-making roles and responsibilities. This structure has been designed to ensure that *shíshálh* protocols of governance are understood and respected throughout every decision-making process.

#### **1. *shíshálh* People**

The ultimate *shíshálh* authority for stewardship of our lands and resources, including protecting our Title and Rights, is the collective of the *shíshálh* People. From generation to generation, the *shíshálh* People carry on a trust on behalf of those who came before, and those who are to come after.

In recognition of this ultimate responsibility, the *shíshálh* people are continually updated, informed, and asked for guidance on decisions facing the Nation. There are a range of mechanisms through which the *shíshálh* People are engaged for their guidance. Depending on the type of decision at issue, one or many of these mechanisms may be employed:

- Updates provided through written reports;
- Community meetings and consultations;
- Holding of community open houses;
- Establishment of community committees for specific decisions or issues;
- A formal referendum or vote, consistent with the *shíshálh* Nation Constitution.

## **2. *shíshálh* Chief and Council**

*shíshálh* Chief and Council are the governing body of the *shíshálh* Nation, with responsibility on behalf of the *shíshálh* People to exercise, defend and protect *shíshálh* Title and Rights, to responsibly govern *shíshálh* and its Territory, and to implement strategies, goals, and actions. The Chief and Council direct and have oversight of the *shíshálh* Nation's decision-making process, and are responsible for ensuring its consistent implementation. In many instances, the *shíshálh* Chief and Council, on behalf of the *shíshálh* People, will make a final decision on a matter through a resolution.

## **3. *shíshálh* Administration**

An extensive infrastructure exists to support *shíshálh* Council in the implementation of *shíshálh's* decision-making process. The main department responsible for Territorial lands and resources matter is the Rights and Title Department. The Department is responsible for implementing many of the steps in the decision-making process.

At no time, does the Rights and Title Department exercise any authority to make decisions with respect to lands and resource matters. Its roles are operational and technical only to support the decision-making process of the Council.

## **Process**

### **Decision-Making Process**

*shíshálh* makes lands and resource decisions through the following decision-making process. The length of time, scope, and detail of each step of the process will vary depending on the nature and complexity of the issues and decisions, as well as the actions of the Crown and proponents. A general overview chart of the process is attached.

## 1. Pre-Process Engagement

*shíshálh* requires that we be engaged both by the Crown and proponents well in advance of referring or making any formal request that triggers the *shíshálh* nation decision-making process. The benefits and purposes of early engagement, prior to any process, are numerous, and include the following:

- Provides an opportunity to learn about the *shíshálh* decision-making process, its expectations and requirements including recognition of Rights and Title, and how to most productively interact with us;
- Provides an opportunity to learn about the *shíshálh* Nation Heritage Policy and how it plays a role in *shíshálh* decision-making;
- Provides an opportunity for *shíshálh* and the Crown to explore how their respective processes of review and assessment may interact and intersect, including for the purposes of meaningful consultation and accommodation;
- Provides an opportunity to learn about the *shíshálh* People, Nation, and Government, and protocols that are to be respected and adhered to;
- Allows for sharing of ideas about potential uses of lands and resources in *shíshálh* Territory at the earliest stage, which can assist in early identification of challenges and issues, the avoidance of unnecessary costs, and the identification of efficiencies. This includes possible sharing of information from the *shíshálh* Strategic Land Use Plan;
- Initiate the building of constructive relationships.

It is important to note that in many instances - depending on the size, scope, and nature of a proposal - *shíshálh* will engage the Crown and/or proponents in a discussion about the fees and costs of moving through the decision-making process with respect to the proposal.

As well, in some instances, a discussion will occur about putting in place an agreement, such as a Project Review Agreement or Forestry Protocol, that will outline the work, engagement, and funding support that is necessary for a proposal to work through the decision-making process. Currently, *shíshálh* expects proponents, such as independent power, mining projects, or forestry companies operating or intending to operate in *shíshálh* Territory, to enter into such agreements.

## 2. Initiating the Process

The *shíshálh* decision-making process is triggered when it receives a request for consideration of a decision, whether a referral from the Crown or a request from a proponent. The request should be addressed to the *shíshálh* Chief and Council, and include along with it all available information that is relevant to the proposed decision.

The request for consideration should include all necessary information to allow *shíshálh* to complete a preliminary assessment. This means enough information to form initial understandings of the nature of the proposed activity and how it may impact our Title, Rights, Territory, and People. In general the following information is required:

- Information outlining the request being made, and why the proposed use of lands and resources is requested to be allowed to proceed;
- Identification of lands and resources that may be impacted by the proposed activity, including anticipated environmental, social, and health impacts. All studies done to date should be provided to us, including any studies of cumulative impacts;
- Who will be carrying out the activity;
- Desired or anticipated start and completion dates for the activity;
- All relevant GIS shape files and hard copy maps;
- The economic realities of the proposed activity, including proposed benefits;
- Information or understanding of *shíshálh* Title and Rights, and the potential impacts of the activity on those Title and Rights. A list of all information relied upon regarding *shíshálh* Title and Rights should also be provided.

Upon receipt of the above for consideration, the Rights and Title Department will contact the maker of the request to discuss the process that *shíshálh* expects to follow for the review of that request. This will include a breakdown of the administration costs and fees to process the request, including the completion of the preliminary assessment. In some instances it will also include discussions of the completion of a Project Review Agreement, which is attached.

### **3. Preliminary Assessment**

After information is received, and an initial discussion takes place, the Rights and Title Department, through its Referral Committee, will conduct a preliminary assessment of the request.

A preliminary assessment typically involves the following:

- An initial review of all information provided in the request;
- An identification of the gaps in the information provided that is required in order to fully consider the proposed land and resource use. This will include identification of information that *shíshálh* has and needs to compile, or which needs to be gathered by *shíshálh*, regarding *shíshálh* way of life, culture, Title and Rights;
- An initial identification, at a high-level, of potential “red flag” issues of serious concern regarding the request. This may include issues related to Title and

- Rights, cultural Heritage Resources, environmental concerns, sensitive sites or areas, or potential activities or uses;
- An initial identification of how the proposal relates to or fits with the *shíshálh* Strategic Land Use Plan;
- An initial identification of the potential impacts of the activity on *shíshálh* Title and Rights;
- Identification of protocols, understandings, and agreements that may be necessary to carry forward with the process. This may include protocols, understandings, and agreements regarding:
  - protocols concerning the gathering and sharing of *shíshálh* knowledge, including confidentiality, intellectual property rights, and resourcing;
  - communications and community roles and participation;
  - the stages, steps, and timelines in the process going forward, including dialogue, engagement, and negotiations that might take place.
- Confirmation that an application is suitable to move to the next stages of the decision making process.

After completion of the preliminary assessment, depending on the results, the Chief and Council and/or the referral committee will typically meet to review the results of the preliminary assessment and discuss details of the next steps in the *shíshálh* decision-making process and how they will be implemented. In some instances, multiple meetings may be required to determine the pathway forward in the process.

In some instances, at the end of the preliminary assessment, *shíshálh* may reach a decision that an application is not suitable to proceed. Reasons for this may be the nature and seriousness of “red flags”, or the relationship of the proposal to the Strategic Land Use Plan.

#### **4. Further Information Gathering and Analysis**

Based on the results of the preliminary assessment, the further information gathering and analysis that needs to be done will be completed.

The scope, extent, and length of time of the information gathering and analysis will vary widely depending on the nature of the proposed land and resource use and the outcome of the preliminary assessment.

It should be noted that it is generally expected that land or resource development or harvesting projects will require completion of an Aboriginal Interest and Use Study (AIUS) as well as an Archaeological Impact Assessment (AIA). These two studies provide necessary information to understand potential impacts of a project on

*shíshálh* Title and Rights. *shíshálh* has developed a Project Review Agreement that currently applies to both Independent Power Projects and Mining Projects. It outlines some detail and requirements regarding AIUS and AIAs.

## **5. Consultation and Negotiation**

Based on the results of the preliminary assessment, and additional information gathering and analysis, *shíshálh* will begin an iterative and formal process of consultation and negotiation concerning the proposed use of land and resources. Typically, consultation and negotiation can begin before all of the further information gathering and analysis is completed, and will continue while further information comes forward. The purpose of consultation and negotiation include to explore understandings of the proposed project, the potential impacts of the project on *shíshálh* Title and Rights and whether and how those may be addressed by minimizing potential infringement and through meaningful accommodations. Issues, challenges and opportunities must also be considered and addressed as part of *shíshálh's* decision-making process.

The nature, length, and formality of these consultations and negotiations will vary depending on the type of decision being requested, and the results of the preliminary assessment. In many instances formal consultation and negotiation agreements may be entered into with the Crown and/or proponents. Such agreements may address, amongst other things: shared goals and objectives in the process; timelines; communications; resourcing; subject-matter for discussions; dispute resolution; roles and responsibilities during the consultations and negotiations, etc.

During the consultation and negotiation stage there may also be the employment of dispute resolution mechanisms in an effort to resolve outstanding issues, and ensure the process continues to move forward. In some instances, these dispute resolution processes may be identified in a consultation and negotiation agreement.

It should be noted that the outcomes of consultation and negotiation are often recorded in formal agreements or arrangements with the Crown and/or proponents. Types of agreements with the Crown may include resource revenue sharing, environmental protection protocols, land and resource use plans, reconciliation agreements with respect to specific matters, etc. A typical agreement with a proponent may take the form of an Impact and Benefit Agreement, which outlines terms and conditions on which *shíshálh* will support and participate in the project.

## **6. Decision**

At the culmination of the decision-making process, *shíshálh* will issue its decision with respect to the proposed use of lands and resources in *shíshálh* Territory. The range of decisions includes:

- Affirming the request can proceed;
- Affirming the request can proceed with certain conditions to be met, including stipulating that certain agreements or understandings that may have been reached be honored and implemented;
- Identifying that the request cannot proceed as currently planned, and that further work must be done, including to address impacts that have not been mitigated, compensated, or accommodated;
- Rejecting the request, and confirming that it cannot proceed.

*shíshálh* will provide written reasons for its decision.

## **7. Dispute Resolution**

In certain instances, dispute resolution may be used after a *shíshálh* decision has been issued. This may arise when there is on-going conflict concerning the proposed activity.

Dispute resolution may include a range of escalating mechanisms such as:

- formal high-level discussions;
- use of a facilitator or mediator;
- engagement of experts to provide recommendations or suggested solutions;
- court proceedings.

## **Decision Making Factors**

There are a number of key factors that are examined and result in *shíshálh's* decision-making. These key factors are a fundamental part of the information gathering, analysis, and consideration of a request, and are important to ensure that potential impacts to *shíshálh* Title and Rights are thoroughly considered.

### **1. *shíshálh* Knowledge**

Developing and evaluating a request to use *shíshálh* lands and resources requires examining that request through the lens of *shíshálh* knowledge and the *shíshálh* perspective, and what *shíshálh* knowledge tells us about the potential impacts of such a use on *shíshálh* Title and Rights.

Accessing *shíshálh* knowledge must be done in a manner that respects *shíshálh* protocols, and respects issues of confidentiality. As such, very clear understandings will often have to be developed about how this information will be accessed and treated.

## **2. Degree of Alienation and Impact**

The *shíshálh* People have been the stewards of *shíshálh* Territory since time immemorial, and will continue in this role for countless generations to come. The *shíshálh* Strategic Land Use Plan reflects some aspects of this vision of stewardship which may be carried forward into the future. *shíshálh's* stewardship role requires carefully examining the degree of alienation and impact of a proposed project. This includes looking at the significance of *shíshálh's* interest that might be impacted, the extent of the proposed project, and the level of duration of any proposed alienation and the vulnerability this creates. For example, if a request involves a long term use or alteration of lands or resources, this is extremely important to *shíshálh* and the request will be very carefully and closely considered during the decision-making process. The degree of alienation and impact of the project will also be considered from the perspective of impacts on the long-term well-being of the *shíshálh* Nation, and our ability to sustain our society, sacred and spiritual values, economy, and cultural practices over time.

## **3. Cumulative Impacts**

An important lens through which requests for use of *shíshálh* lands and resources are considered is the relationship of the proposed use to past, existing, and potential future uses of the lands and resources of our Territory. This includes careful study and consideration of the cumulative impacts of a project.

## **4. Mitigation, Restitution and Benefits**

Engagement by the Crown and proponents with *shíshálh* throughout the process must be aimed at identification of all known and potential impacts of a proposed activity, and involve genuine efforts to find ways to address all of *shíshálh's* concerns. This involves ensuring that impacts are mitigated, restitution provided for harms, and that *shíshálh* benefits from the use of the lands and resources of the Territory.

Mitigation refers to measures which reduce or manage the impacts of a potential activity. These may include changes to the timing, location or scope of an activity, preventative measures to avoid certain aspects, changes to project design, or other steps. Restitution refers to compensation for infringements of Title and Rights, including for environmental, cultural and economic damage. Restitution should aim to ensure that *shíshálh* is put in the same position as it was if no infringement had occurred. Benefits refer to opportunities or forms of participation that *shíshálh* receives. These may range from resource allocations, resource revenue sharing, employment and contracting opportunities, formal participation, royalties etc.

Collectively, mitigation, restitution, collaborative decision-making into the future, and benefits, based on the context and understandings reached, may all form part of the accommodations that are required for a project to proceed.

## **5. Sustainability**

Proposed activities will be viewed from a perspective based on social, cultural, and environmental sustainability, both for *shíshálh* and for others as to how the land and resources may be shared into the future. In particular, a focus will be placed on how the proposed activity relates to our ability to continue to sustain our way of life that is connected to the lands and resources.

## **6. Precautionary Principle**

The *shíshálh* decision-making process functions in accordance with the precautionary principle. This is the idea that the burden of proof that a proposed course of action is not harmful, falls on those who are seeking to take that course of action. In particular the principle is applied in relation to the risk of harm to the environment, as well as to *shíshálh* Title and Rights. Where the impacts of a proposed activity are unclear, we will err on the side of caution in accordance with the precautionary principle, rather than risk environmental damage to the lands and resources.

## **Crown and Proponent Engagement with *shíshálh***

The *shíshálh* decision-making process provides substantial guidance on how the Crown and/or proponents should participate in the process and engage with *shíshálh* throughout the process. Indeed, in many aspects Crown and/or proponent participation is fundamental to ensuring that the process will be completed in an efficient, effective, and appropriate manner.

We require that both the Crown and proponents work closely with the Rights and Title Department to ensure a full and comprehensive understanding of the process and its requirements. Below is a list of some of the best practices that are recommended:

### **1. Know the Process**

It is imperative that the Crown and proponents take the time and make the effort to learn and understand *shíshálh's* process of decision-making. The more the process is understood by the Crown and proponents, the more likely that it will be effective and efficient. To this end, the Rights and Title Department is available to meet with the Crown and proponents to review the process with them. Workshops on the process can also be organized as appropriate to ensure that all relevant actors in an organization are well-versed in it.

### **2. Engage Early**

Engagement with *shíshálh* should begin long before a formal request for a decision is made. Those contemplating a potential use of *shíshálh* lands and resources should

be in contact with, and working with, *shíshálh* from the initial contemplation of an idea.

Early engagement is an opportunity to accomplish a number of things, including the following:

- Receive initial feedback on the idea that will help ensure resources and time are not wasted later on.
- Develop positive and constructive relationships with *shíshálh*.
- Gain understanding of the *shíshálh* decision-making process and how to interact with it.
- Identify early whether there are reasons a proposal might be a ‘non-starter’.
- Develop an initial understanding of the relationship of the proposal to the *shíshálh* Strategic Land Use Plan.
- Enter into formal agreements that will guide and structure interaction with the *shíshálh* Nation decision-making processes, such as Major Project Agreement or Forestry Protocol.
- Gain an understanding of how the *shíshálh* decision-making process will fit with obligations such as that to consult and accommodate, and how *shíshálh* and Crown processes may interact and intersect.

### **3. Demonstrate Respect**

The history of decision-making in *shíshálh* Territory since contact with Europeans includes a legacy of denial, disrespect, and active efforts to undermine *shíshálh* governance, laws, and jurisdiction. Precisely the opposite of this legacy is now expected, and, indeed, is required consistent with UNDRIP and the constitutional law of Canada. In engaging with *shíshálh*, it is important to demonstrate good faith recognition and respect of *shíshálh*'s government, roles, and responsibilities. *shíshálh* also rejects any effort by the Crown or proponents to interfere inappropriately in *shíshálh*'s decision-making process, or to interfere in the relationship between *shíshálh* and other First Nations.

### **4. Support the Process**

It is *shíshálh*'s requirement that the cost of *shíshálh* considering a request for a decision through its process will be borne by those seeking to engage with *shíshálh* concerning that decision. The Crown and proponents should be in touch early and often with the Rights and Title Department to understand and make arrangements with respect to the costs of the process.

It is also vitally important that there are some distinct aspects of the roles and responsibilities of the Crown and proponents when seeking to engage with *shíshálh* as *shíshálh* moves through its decision-making process.

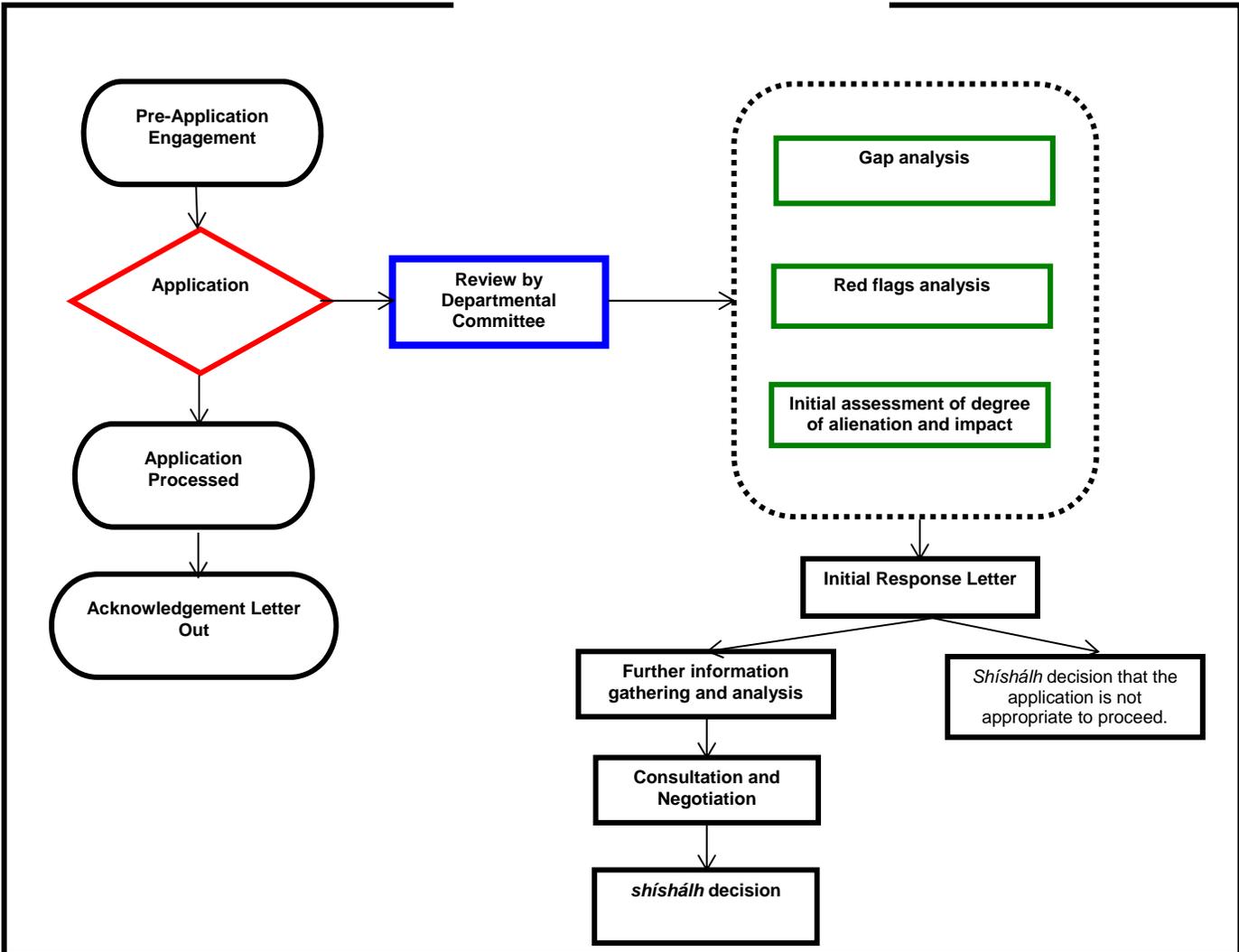
In particular, it is recommended that the Crown:

- Work with *shíshálh* on a respectful government-to-government basis;
- Recognize legal obligations owed to *shíshálh* including to uphold the honour of the Crown and conduct itself with utmost good faith, including by recognizing *shíshálh's* Title and Rights;
- Work collaboratively with *shíshálh* to co-ordinate how the Crown's processes of review and assessment of a potential project may interact and intersect with *shíshálh's* process, including for the purposes of meaningful consultation and accommodation;
- Make no attempts to unlawfully delegate the Crown's legal obligations and responsibilities;
- Engage with *shíshálh* with the aim of achieving reconciliation through the free, prior, and informed consent of *shíshálh* to all activities that impact *shíshálh* Title and Rights.

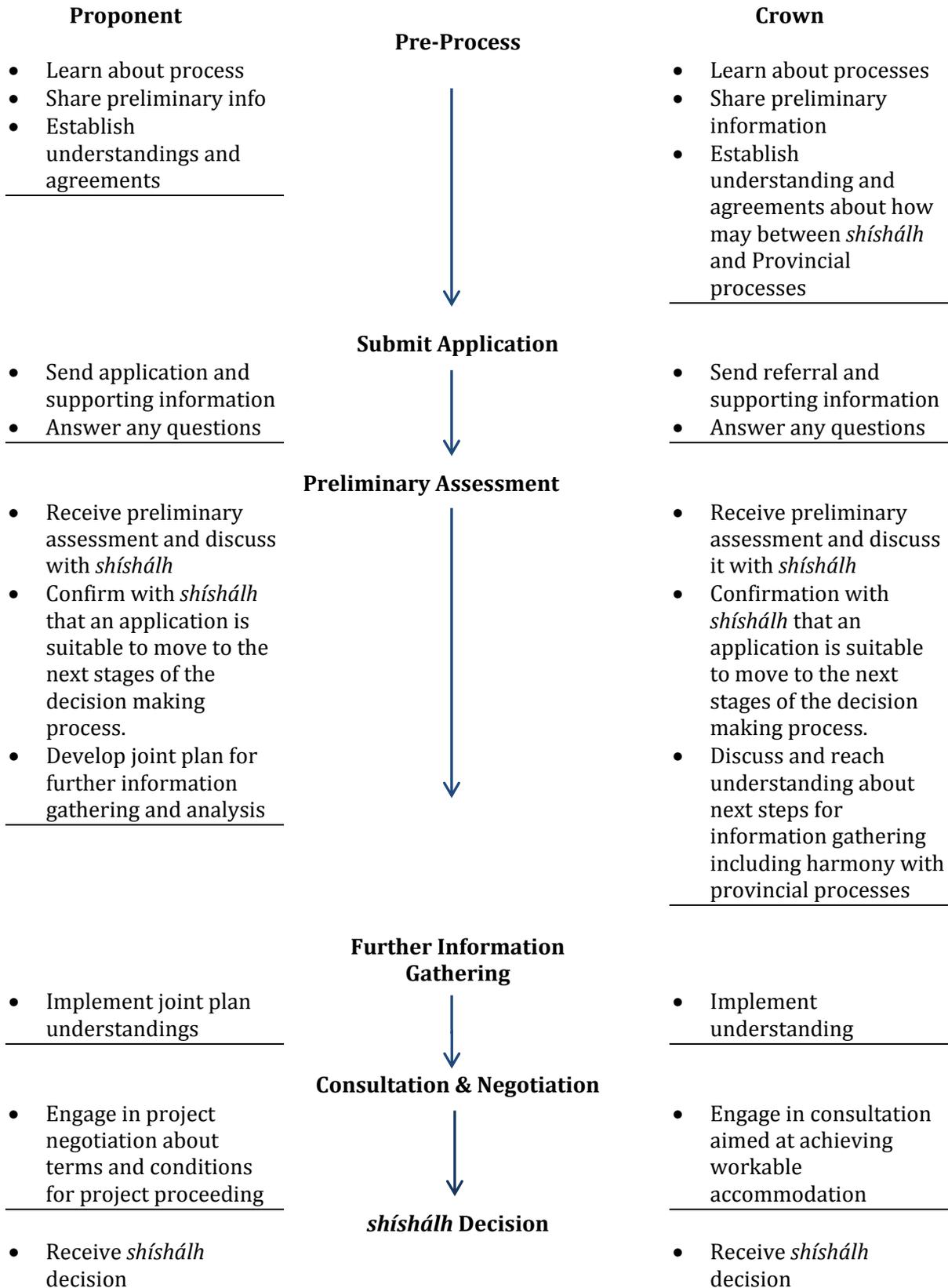
In particular, it is recommended that proponents:

- Recognize that the Crown has legal obligations and responsibilities that must be fulfilled as part of assessing the viability and appropriateness of the proponents hope to use lands and resources in *shíshálh* Territory;
- Act in good faith with the intention of respecting *shíshálh's* decision-making process, and to build mutually beneficial relationships that respect *shíshálh's* Title and Rights.

## Application Life Cycle



## *shíshálh* Decision Making Process





### **shishálh Nation Declaration**

We, the *shishálh* Nation, openly and publicly declare that we have Aboriginal Title and Aboriginal Rights to our territory (the Territory), including the lands, waters and resources that have been ours since time immemorial. We have been given the responsibility from the Creator to care for our Territory. Our Territory sustains our people, maintains our indigenous way of life, and is integral to our identity as *shishálh*. We have always governed ourselves and our Territory, and have never relinquished our authority or jurisdiction over such. We assert our collective right to live as a distinct people.

To ensure the continued survival, dignity and well being of the future generations of the *shishálh*, we, the *shishálh* Nation declare:

1. We have and continue to hold Aboriginal Title and Aboriginal Rights to the Territory, and we have the right to own, use, occupy, develop and control the lands, waters, air space and resources of the Territory in accordance with *shishálh* laws, customs, traditions, needs and aspirations.
2. Our Territory extends from *xwésám* in the southeast to the height of land located north of *xénichen*, *kwékwenis* to the west and *spilksen* to the south.
3. Our name *shishálh*, derives from our language of *sháshishálhem*. We are an indigenous people descended from four *shishálh* tribes: *xénichen*; *ts 'únay*; *téwánkw*; and *sxixus*.
4. We affirm our inherent right to self-determination and we will preserve, maintain and develop our own distinct political, economic, cultural and social institutions and systems for the benefit of our Nation.
5. We assert control over any use or development within our Territory that could affect our people, our lands, our waters and our resources so that we may maintain and strengthen our laws, culture, traditions, economics, language and other *shishálh* institutions. We have a right to manage and share in the wealth of our Territory so that we can continue to build a sustainable economy for our people.
6. We have the right to determine our own identity or membership in accordance with our customs and traditions and we continue to support a communal way of life that respects the wisdom of our elders.
7. We retain our shared responsibility for the upbringing, training, education and well-being of our children and we support the development of healthy *shishálh* families and community.

*shishálh* Nation Declaration

8. We have the right to revitalize, use, develop and transmit to future generations our history, language, oral traditions, philosophies, writing systems, stories, literature and all other art forms. We also have the right to practice and revitalize our cultural traditions and customs, language, and our spiritual traditions, and ceremonies and the right to maintain, control, protect and develop our intellectual property over such cultural heritage, traditional knowledge and traditional cultural expressions.
9. We will designate and retain our own names for our communities, places and persons.
10. We continue to assert and exercise our right and responsibility to participate in decision-making in matters which affects our Territory, through *shishálh* representation chosen by ourselves in accordance with our own laws and procedures, as well as to maintain and develop our own *shishálh* decision-making institutions.
11. We have the right to compensation for those lands, waters and resources of our Territory which have been wrongfully expropriated, occupied, used or damaged without our prior and informed consent.
12. Our distinct culture, history, language and way of life is an enrichment to Canada's cultural identity and we will work collaboratively with other Canadians to educate others about the distinct culture, tradition and way of life of the *shishálh*.



March 1, 2010

Signed on behalf of *shishálh* Nation:

*Garry Feschuk*  
 Chief Garry Feschuk

*Thomas Paul*  
 Councillor Thomas Paul

*Wesley Jeffries*  
 Councillor Wesley Jeffries

*Robert Joe*  
 Councillor Robert Joe

*Jordan Louie*  
 Councillor Jordan Louie

*shishálh* Nation Declaration



## *k' úlhut-tsut ?elh kwiyás*

*(shíshálh Nation Heritage Policy)*

### **1. Forward**

*shíshálh swiya* (world) comprises at least 515,000 hectares (including all waterways, fresh and salt) stretching from *xwésám* (Roberts Creek) in the southeast to *xeníchen* in the north to *kwékwenis* (Lang Bay) in the southwest (Figure 1). We the *shíshálh* have intensively occupied and utilized our entire territory since time immemorial. We have always been and continue to be the stewards of our people, our culture, our heritage, and our society, including our lands and resources.

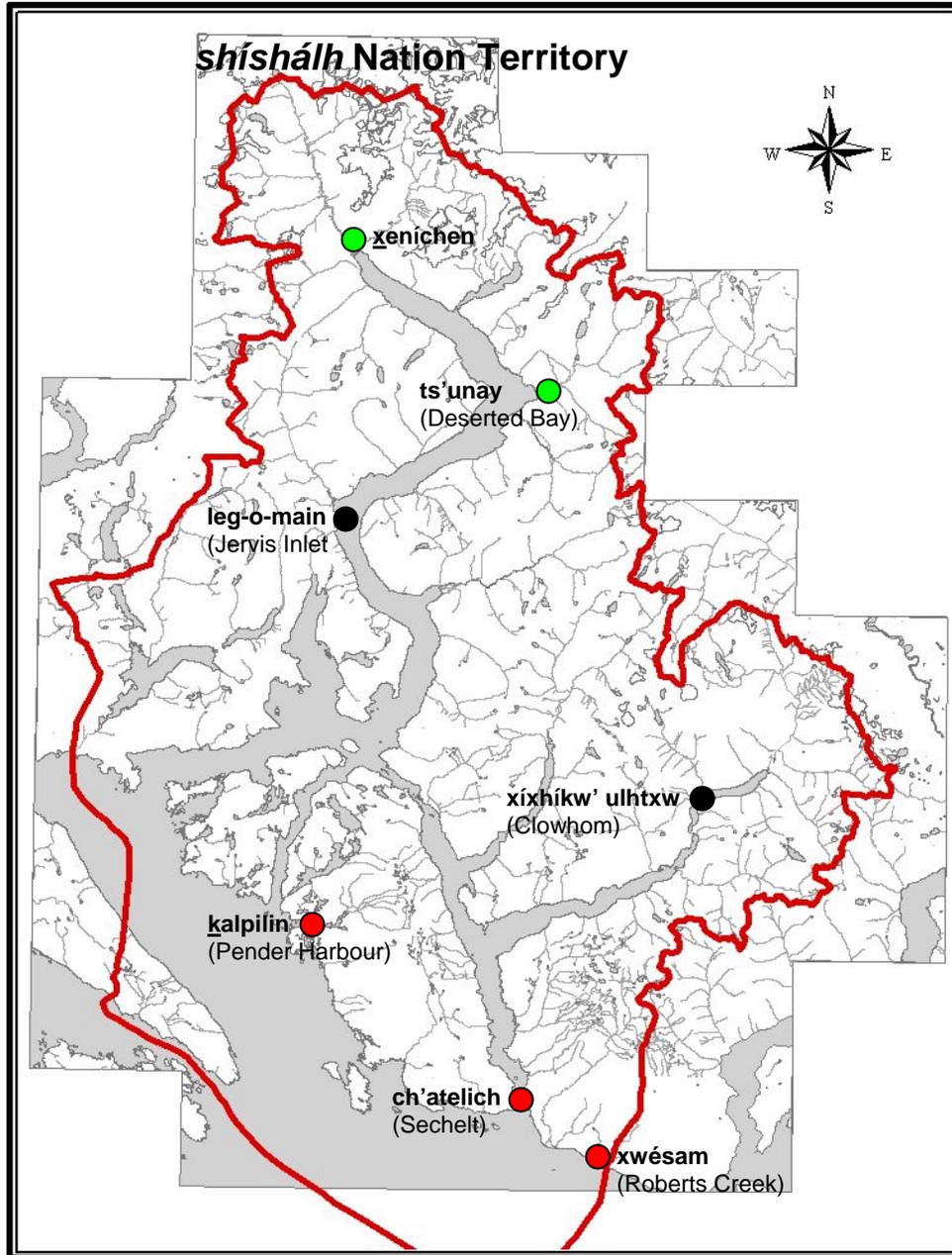
*shíshálh* history is both extensive and complex. Our history stems from our occupation and use of *tems swiya* (our world). *tems swiya* includes both spiritual and material realms. Heritage properties located within our territory were used by our ancestors to navigate throughout *tems swiya*. They reflect our history and our land which are inseparable. They also document the continuity of our occupation, our possession and our intensive utilization of *tems swiya* since time immemorial.

The central principle of the *shíshálh* Heritage Policy is that heritage properties (i.e. artifacts<sup>1</sup>, spiritual sites, stories, names and traditions) belong to those who made them regardless of the world within which they live. It is the original owners of these properties, as well as their descendants who are best able to determine how these properties should be treated in the present and future.

Therefore it is the responsibility of the *shíshálh* to manage our history for our ancestors, descendants and our Nation, by doing so we ensure our future for generations to come.

---

<sup>1</sup> Artifact- to the *shíshálh* an artifact is any physical material that has been created or utilized by a human being. Unlike the current colonial authority which defines an artifact as, “physical evidence of human habitation or use before 1846”; the *shíshálh* Nation embraces the value/significance of all cultural materials, and each is evaluated on an ad hoc basis (a process which is not guided by an arbitrary chronological model which has been traditionally applied to delineate Prehistoric from Historic).



**Figure 1.** Map of *shíshálh* territory indicating location of major winter village sites (red circle), water ways (black circle) and resource procurement sites (green circles). Map does present all locations and is only intended to orient the reader with *shíshálh* territory.

This policy is part of *shíshálh* Nation's right to govern its lands and resources, while honouring and protecting our ancestors as well as our society, heritage and culture. As such, it is imperative that any activity on our territory not only respect the processes set

out in this policy but that our *shíshálh* Nation Lands and Resources Decision-Making Policy also be respected and followed. A copy of the policy is available upon request.

## **2. Jurisdiction**

Since time immemorial we the *shíshálh* People have a historical, cultural, social, spiritual, economic and political connection to our territory.

The empirically collected scientific data left by the ancestors of the *shíshálh* People documents the deep history and connection to our territory. We the *shíshálh* Nation have the primary jurisdiction and responsibility to manage, protect, interpret, and preserve our cultural heritage and the history of the *shíshálh* Nation throughout our entire territory.

## **3. Objective**

Management of *shíshálh* cultural heritage resources must reflect *shíshálh* values for the purpose of preserving and protecting our heritage for the betterment of the *shíshálh* Nation, and to ensure that our traditions, our governance authority and way of life live on.

## **4. Development**

Since the time of contact the colonial apparatus has super-ceded the need to protect *shíshálh* culture and heritage each of which include our lands and resources. This apparatus continues to operate in the contemporary world.. These destructive practices must cease. such that all land use within our territory must be planned in a manner that results in little if any conflict with our *shíshálh* title and rights, including our cultural heritage. Mitigation and/or compensation is required where impacts to *shíshálh* heritage is unavoidable.

## **5. Definitions**

Heritage Resources include our lands and its resources, and anything used by the *shíshálh* Nation, physical or non-physical which was, is or may be used when inhabiting either the physical or non-physical worlds. Within our Heritage Resources are identified Heritage Properties.

The following sections deal specifically with *shíshálh* Heritage Properties such as archaeological sites and cultural artifacts, each of which must be protected as set out below. Engagement with the *shíshálh* in areas within and beyond these identified Heritage Properties must also respect and follow the *shíshálh* Nation Lands and Resources Decision-Making Policy.

## **5.1 Enforcement and Protection**

It is primarily the responsibility of the *shíshálh* Nation to enforce all protection measures relating to our heritage. Non-*shíshálh* (i.e. settler governments of all jurisdictions, private citizens and industry) also have a responsibility as guests within our territory to treat our heritage with respect and manage it according to the traditions and customary laws of the *shíshálh*.

### **5.1.2 Site Specific Management**

All management recommendations pertaining to *shíshálh* Heritage Properties must be formulated according to this policy and must also be consistent with the *shíshálh* Nation Lands and Resources Decision-Making Policy. Developments which may impact upon *shíshálh* Heritage Properties must be assessed on an individual case by case basis. We will not allow certain Heritage Properties to be impacted regardless of the needs of proponents.

These Heritage Properties include but are not limited to archaeological sites and cultural artifacts including:

- Resting places of our ancestors and remains,
- Sacred and Spiritual Places,
- House sites,
- Battle areas,
- Wood and stone fish traps,
- Works of art,
- Travel routes,
- Rock shelters and cave sites,
- Wet Sites, and
- High altitude sites

## **6. Curation and Preservation of Cultural Properties**

All *shíshálh* cultural artifacts shall remain within *shíshálh* territory and will be stored in the *tems swiya* Museum where they will be held in trust for their owners.

*shíshálh* cultural artifacts being loaned to non-*shíshálh* parties, or leaving the territory to facilitate scientific study or artistic display, may only leave the territory by the authority of the *shíshálh* Nation as expressed through Council Resolution and *tems swiya* Museum policy.

All *shíshálh* cultural artifacts which have been removed from the territory for any purpose without the consent of the *shíshálh* Nation must be repatriated to the *shíshálh* Nation immediately where they will be held in trust at the *tems swiya* Museum until the rightful owner is identified.

## **7. Heritage Investigations**

The *shíshálh* Nation requires that all forestry developments which may include but not necessarily limited to: 1) timber harvesting blocks; 2) roads; 3) log landing areas; 4) terrestrial and intertidal log sorts; 5) log dumps and 6) heli-drops be subject to preliminary field reconnaissance (PFR). The PFR must be conducted by an archaeologist and a member of the *shíshálh* Nation Rights and Title or Resource Management Departments. The PFR should also be conducted under permit to allow for a more detailed archaeological impact assessment (AIA) if it is determined that and AIA is required.

All residential and commercial developments and private moorages must also be subject to a PFR prior to the initiation of land-altering activities. The results and recommendations of the PFR must be presented in an “interim archaeological report” which must be provided to the *shíshálh* Nation within five working days of completion of the fieldwork.

All archaeological investigations conducted within *shíshálh* territory excluding PFR’s must be conducted under a *shíshálh* Nation Heritage Investigation Permit (see Appendix A and B) as well as any other permits deemed necessary by settler governments. *shíshálh* permits will only be issued once all the conditions of a *shíshálh* Heritage Investigation permit application have been met to the satisfaction of the *shíshálh* Nation.

*shíshálh* Nation requires that impacts to *shíshálh* Heritage Properties be considered, assessed, and mitigated from all development-related disturbances and impacts.

*shíshálh* Nation recognizes seven types of heritage investigations; 1) preliminary field reconnaissance (no permit required); 2) archaeological impact assessments; 3) archaeological inventory; 4) mitigative excavation; 5) archaeological monitoring; 6) traditional use assessment and 7) scientific investigation. Archaeological overview assessments are not recognized by the *shíshálh* Nation.

### **7.1 Requirements of Heritage Investigators**

All persons conducting investigations into any aspect of *shíshálh* Heritage must obtain a *shíshálh* Nation Heritage Investigation Permit prior to the

initiation of the study. Heritage investigations must be conducted according to the terms and conditions of the *shíshálh* Nation as defined by the *shíshálh* Nation Heritage Investigation Permit. The application for a *shíshálh* Nation Heritage Investigation Permit can be obtained from the *shíshálh* Rights and Title Department (604.740.5600 or email: arc@secheltnation.net). A \$300.00 application fee is levied on all permit applications.

#### **7.1.1 Heritage Investigation Terms and Conditions**

- a. The Heritage Investigation Permit is valid for the period indicated. The duration of the permit may be extended for a specific period by the *shíshálh* Nation upon receipt from the permit-holder of a written application for an extension.
- b. The permit-holder shall provide the *shíshálh* Nation with two (2) bound copies and one digital copy of a written report, in accordance with the standards established and maintained by Archaeology Planning and Assessment of the Ministry of Sustainable Resource Management.
- c. A person designated by the *shíshálh* Nation may at any time inspect a project being conducted under the terms and conditions of the permit, including projects, records and materials recovered under the authority of the permit.
- d. Upon completion of any inspection or investigation involving excavations, the permit-holder shall make reasonable efforts to ensure all sites are restored to their former condition.
- e. All cultural materials recovered during the course of the study shall be deposited prior to the expiry of the permit to the *shíshálh* Nation *tems swiya* Museum (P.O. Box 740, Sechelt B.C. VON 3A0) by the permit holder.
- f. The permit-holder must be present “on site” for at least 80% of all fieldwork undertaken under the Permit.
- g. In the event that human remains or artifacts are identified during the course of the study covered under the permit, the permit holder must contact the *shíshálh* Nation immediately and must not disturb the remains unless or until authorized by the *shíshálh* Nation.

- h. A member of the *shíshálh* Nation Rights and Title Department will be retained as an assistant during the duration of the fieldwork component of the study.
- i. Prior to the completion of the written report the permit-holder must contact the *shíshálh* Nation regarding the “ethnic significance” (see British Columbia Archaeological Impact Assessment Guidelines, Section 3.5.2.2) of any heritage materials found.

The *shíshálh* Nation be given the opportunity to review and comment on the recommendations of the subsequent permit report prior to report finalization.

The permit holder will supply the *shíshálh* Nation with a copy of the final permit report in both digital (PDF) and hard copy formats.

## **8. Protection**

Except as authorized under a *shíshálh* Heritage Permit:

- a. a person must not remove or attempt to remove *shíshálh* Heritage Properties, and
- b. a person must not damage, dig, desecrate, excavate, or alter *shíshálh* Heritage Properties.

## **9. Offence and Penalty**

Any person who contravenes section 8 of this policy will be subject to the following:

- a. in the case of an individual, a fine of up to \$50,000; and
- b. in the case of a corporation, a fine of up to \$1,000,000;
- c. Any penalties issued under this section will be issued according to *shíshálh*'s governance authority over their lands and resources and such penalty is distinct from any compensation owed to *shíshálh* arising from any breach of duty owed under common law or constitutional law.

**Appendix A. *shíshálh* Nation Heritage Investigation Permit Application**

<b>App No.</b>	0	0	0	0
<b>RAT No.</b>				
<b>Fee Paid</b>	<b>\$300.00</b>			



***shíshálh* Nation Rights and Title Department**

5545 Highway 101, P.O. Box 740 Sechelt, B.C. VON 3A0  
 Tel: 604.740.5600/Toll Free: 1.866.885.2275/Fax: 604.885.3490

***shíshálh* Nation Heritage Investigation Permit Application  
 (Sechelt Indian Band)**

All heritage investigations conducted within *shíshálh* Nation (Sechelt Indian Band) territory involving or potentially involving *shíshálh* Nation Heritage properties as defined by the *shíshálh* Nation Heritage Policy must be conducted under a *shíshálh* Nation Heritage Investigation Permit issued by the *shíshálh* Nation.

**Section 1.0 Applicant Information**

<b>Applicant/Archaeologist in charge:</b>	
<b>Agency Affiliation:</b>	
<b>Office Address:</b>	
<b>Telephone No:</b>	<b>Fax No:</b>
<b>Email address:</b>	

**Section 2.0 Project Area Description**

<b>Borden Number and general site type:</b>	
<b>Legal Description:</b>	
<b>PID:</b>	<b>PIN:</b>
<b>General Location:</b>	

NTS map sheet:
Type of Investigation: Inventory (X)      AIA ( )      Monitoring ( )
Proponent:
Estimated duration of project (field and report preparation):  Begin: End:
Number of <i>shíshálh</i> assistants required:

**Section 4.0 Information to be Submitted with Application**

1. Provide copies of all permit applications submitted for this investigation
2. Identify permit/project number(s) and issuing agency for any other permits issued for this investigation.

Permit No.	Issuing Agency:

3. If not included in 1. above, please provide the following information:
  - 3.1 Investigation objectives
  - 3.2 Investigation methods
  - 3.3 Schedule of fieldwork, analyses and reporting
  - 3.4 Personnel to be involved in all phases of investigation
  - 3.5 Other *shíshálh* Nation Heritage Investigation Permits applied for and/or held by applicant, and
  - 3.6 Name of project proponent
4. Provide a current curriculum vitae for all senior investigation personnel, if not already provided.

**Hereby applies for a *shíshálh* Nation Heritage Investigation Permit and agrees to adhere to the terms and conditions listed on this application, and other further conditions attached to the application.**

**Applicant's signature:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_

**Location:** \_\_\_\_\_

**(see terms and conditions on reverse)**

## TERMS AND CONDITIONS

- a. The permit-holder will abide by the Heritage Policy.
- b. This Heritage Investigation Permit is valid for the period indicated. The duration of the permit may be extended for a specific period by the *shíshálh* Nation upon receipt from the permit-holder of a written application for an extension.
- c. The permit-holder shall provide the *shíshálh* Nation with two (2) bound copies and one digital copy of a written report, in accordance with the standards established and maintained by Archaeology Planning and Assessment of the Ministry of Sustainable Resource Management.
- d. A person designated by the *shíshálh* Nation may at any time inspect a project being conducted under the terms and conditions of the permit, including projects, records and materials recovered under authority of the permit.
- e. Upon completion of any inspection or investigation involving excavations, the permit-holder shall make reasonable efforts to ensure all sites are restored as nearly as practicable to their former condition.
- f. All cultural materials recovered during the course of the study shall be deposited prior to the expiry of the permit to the *shíshálh* Nation *tems swiya* Museum (P.O. Box 740, Sechelt B.C. VON 3A0) by the permit holder.
- g. The permit-holder must be present “on site” for at least 80% of all fieldwork undertaken under this Permit.
- h. In the event that human remains are identified during the course of the study covered under this permit all work will cease. The permit holder must contact the *shíshálh* Nation immediately and must not disturb the remains unless or until authorized by the *shíshálh* Nation.
- i. A member of the *shíshálh* Nation Rights and Title or Resource Management Department will be retained as an assistant during the duration of the fieldwork component of the study.
- j. Prior to the completion of the written report the permit-holder must contact the *shíshálh* Nation regarding the “ethnic significance” (see British Columbia Archaeological Impact Assessment Guidelines, Section 3.5.2.2) of any heritage materials found.

- k. The *shíshálh* Nation Rights and Title Department be given the opportunity to review and comment on the recommendations of the subsequent permit report prior to report finalization.
- l. The permit holder will supply the *shíshálh* Nation with a copy of the final permit report in both digital (PDF) and hard copy formats, copies of all field notes and photographs.

**Note: Additional terms and conditions may be required by the *shíshálh* Nation in the Permit.**

**Appendix B. *shíshálh* Nation Heritage Investigation Permit**



***shíshálh* Nation Rights and Title Department**

5545 Highway 101, P.O. Box 740 Sechelt, B.C. V0N 3A0  
Tel: 604.740.5600/Toll Free: 1.866.885.2275/Fax: 604.885.3490

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***shíshálh* Nation Heritage Investigation Permit**

**PERMIT NUMBER:**

**ISSUE DATE:**

**EXPIRY DATE:**

**PROJECT LOCATION:**

**LEGAL DESCRIPTION:**

**PROJECT DESCRIPTION:**

**NAME OF PERMIT HOLDER:**

COPY

Is hereby authorized to conduct a Heritage Investigation as described in the Application by the permit-holder dated (day) (month) (year) subject to the terms and conditions set out on the reverse of this permit as well as any conditions that have been attached by the Sechelt Indian Band.

XXXXXXXXXX

*shíshálh* Nation Rights and Title Department

## TERMS AND CONDITIONS

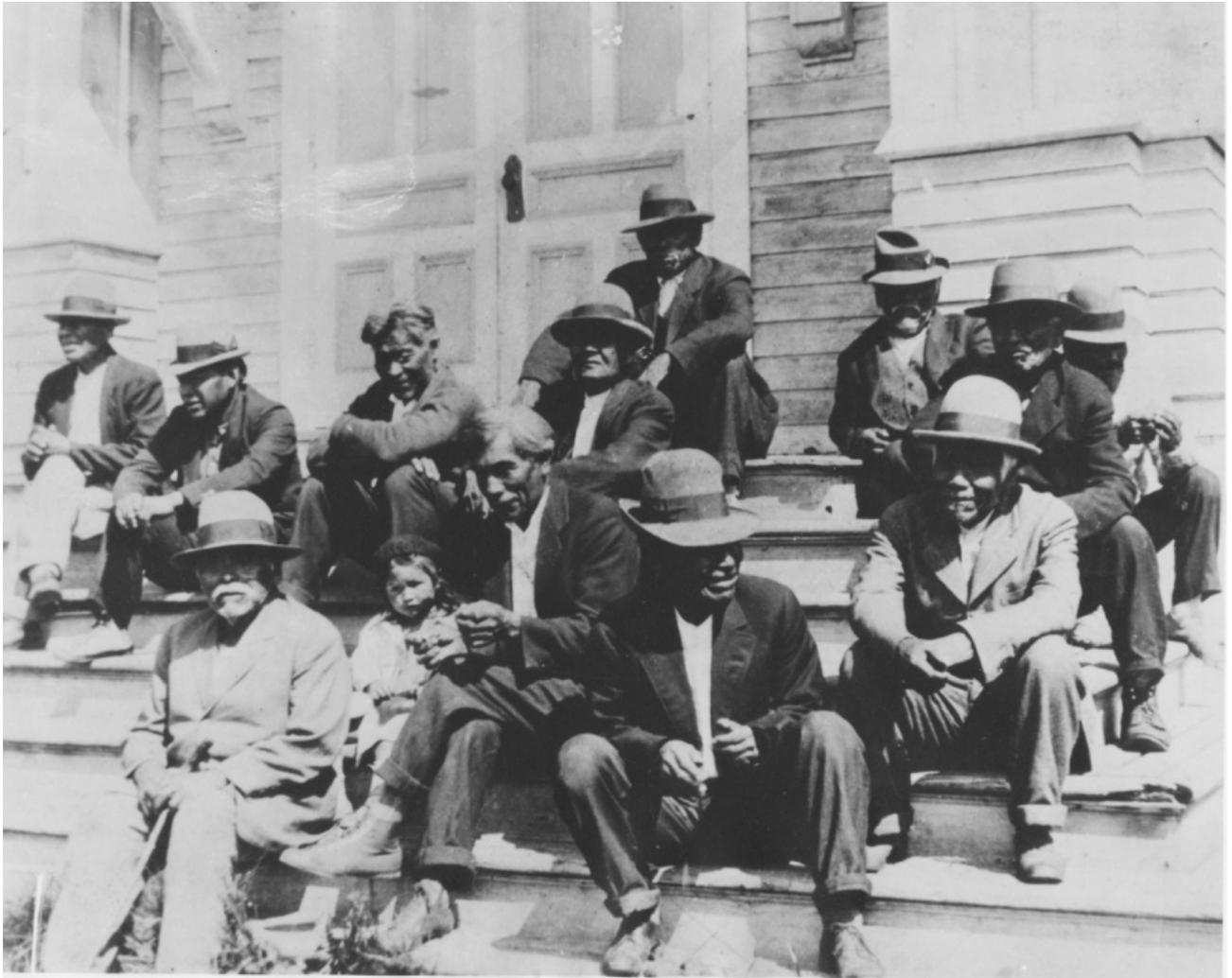
- a. The permit-holder will abide by the Heritage Policy.
- b. This Heritage Investigation Permit is valid for the period indicated. The duration of the permit may be extended for a specific period by the *shíshálh* Nation upon receipt from the permit-holder of a written application for an extension.
- c. The permit-holder shall provide the *shíshálh* Nation with two (2) bound copies and one digital copy of a written report, in accordance with the standards established and maintained by Archaeology Planning and Assessment of the Ministry of Sustainable Resource Management.
- d. A person designated by the *shíshálh* Nation may at any time inspect a project being conducted under the terms and conditions of the permit, including projects, records and materials recovered under authority of the permit.
- e. Upon completion of any inspection or investigation involving excavations, the permit-holder shall make reasonable efforts to ensure all sites are restored as nearly as practicable to their former condition.
- f. All cultural materials recovered during the course of the study shall be deposited prior to the expiry of the permit to the *shíshálh* Nation *tems swiya* Museum (P.O. Box 740, Sechelt B.C. VON 3A0) by the permit holder.
- g. The permit-holder must be present “on site” for at least 80% of all fieldwork undertaken under this Permit.
- h. In the event that human remains are identified during the course of the study covered under this permit all work will cease. The permit holder must contact the *shíshálh* Nation immediately and must not disturb the remains unless or until authorized by the *shíshálh* Nation.
- i. A member of the *shíshálh* Nation Rights and Title or Resource Management Department will be retained as an assistant during the duration of the fieldwork component of the study.
- j. Prior to the completion of the written report the permit-holder must contact the *shíshálh* Nation regarding the “ethnic significance” (see British Columbia Archaeological Impact Assessment Guidelines, Section 3.5.2.2) of any heritage materials found.

- k. The *shíshálh* Nation Rights and Title Department be given the opportunity to review and comment on the recommendations of the subsequent permit report prior to report finalization.
- l. The permit holder will supply the *shíshálh* Nation with a copy of the final permit report in both digital (PDF) and hard copy formats, copies of all field notes and photographs.

**Note: Additional terms and conditions may be required by the *shíshálh* Nation in the Permit.**



Indian Island at kálpíín (Pender Harbour, BC) circa 1930's  
(courtesy of Sunshine Coast Museum and Archives)



*shíshálh* Chief's Meeting held at ch'atelích (Our Lady of Lourdes Church) circa 1930

## Projects Review Agreement

**BETWEEN:**

***shíshálh* Nation**, also known as the Sechelt Indian Band

(the “Nation”)

**AND:**

**[NAME OF COMPANY]**

(the “Proponent”)

(together, the “Parties”)

**WHEREAS:**

- A. The Nation maintains Aboriginal rights, including Aboriginal title, throughout its Territory, which is comprised of the outlined area on the map attached as Schedule “A” to this Agreement (the “Territory”);
- B. The Proponent recognizes that the Nation maintains Aboriginal rights, including Aboriginal title, to the Territory and acknowledges that the Nation does not accept the assertion of Provincial jurisdiction over the Nation’s Territory;
- C. The *shíshálh Nation Decision-Making Policy* outlines the policy and process through which the Nation makes decisions concerning the use of lands and resources of the Territory, which is attached as Schedule B to this Agreement (the “*shíshálh* Decision-Making Process”);
- D. The Proponent is proposing a project, activity or activities (the “Project”) in the Territory;
- E. The Parties agree on the need for a respectful and ongoing relationship and dialogue on all issues relating to the stewardship of the land and resources of the Territory; and
- F. The Parties seek to establish the framework and mechanisms through which the Proponent will participate in the *shíshálh* Decision-Making Process;

**THEREFORE, FOR MUTUAL CONSIDERATION THE SUFFICIENCY OF WHICH IS HEREBY SPECIFICALLY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

1. **Working Relationship.** The working relationship between the Parties will be based on:
  - a. mutual trust and respect;
  - b. open, direct, and timely communication in the implementation of the *shíshálh* Decision-Making Process;
  - c. a shared commitment to work together towards the objectives and goals identified in this Agreement, and the full implementation of the *shíshálh* Decision-Making Process set out in Schedule “B” of this Agreement.
  
2. **Objectives.** The objective of this Agreement is to outline the framework and mechanisms through which the Proponent will participate in the *shíshálh* Decision-Making Process, which includes implementing this Agreement to achieve the following:
  - a. a thorough, meaningful and timely review by the Nation of the Project and its potential impacts and benefits to the Nation;
  - b. demonstrated respect, support for, and protection of the Nation’s Aboriginal rights, including Aboriginal title;
  - c. funding to support the Nation’s meaningful review of and participation in the work, activities, and undertakings associated with the review of the Project;
  - d. the Nation’s participation in contracts and work required to prepare studies, reports, field assessments related to the review of the Project;
  - e. ensure the Nation has adequate resources, information, and time in which to review and assess the Project;
  - f. subject to Clauses 3D(a) – (c), provide the Proponent with clarity and certainty around the processes and timelines that will apply to engagement between the Nation and the Proponent, and the completion of the *shíshálh* Decision-Making Process.
  
3. **Project Review:** The Parties agree that a comprehensive project review through the *shíshálh* Decision-Making Process must take place in order for the Nation to

make its decision concerning the Project, and each agree to the following as some of the elements of that project review.

#### **A. Information Gathering and Sharing**

The Parties acknowledge that comprehensive information gathering and sharing is fundamental to the implementation of the *shíshálh* Decision-Making Process, and as such information gathering and sharing will include the following elements:

- a. the Proponent will provide the Nation with notice of its intent to apply for approval of a proposed Project and/or make any Application at the earliest possible opportunity, but no less than 120 days prior to the Proponent submitting an application or request for approval to the Crown or any Crown agency in relation to an activity associated with a Project, or other development or activity within *shíshálh* Territory (“Application”). The 120-day notice period may be amended by agreement of the parties in writing.
- b. The Proponent will include detailed information about the following in any Application submitted to the Nation:
  - i. the nature and scope of the Project;
  - ii. the anticipated timing of the design, review, construction, and operation of the Project;
  - iii. the location of the Project or any associated activities;
  - iv. information the Proponent has concerning how the proposed Project may affect the Nation’s Aboriginal rights, including Aboriginal title, and archaeological and cultural Heritage Resources and cultural use knowledge, as defined in the Nation’s Heritage Policy attached as Schedule “B” to this Agreement;
  - v. the Crown agencies the Proponent has contacted, or expects to contact, and the objectives of such contact;
  - vi. all anticipated timelines or deadlines.
- c. Within 30 days of submitting an Application, the Proponent will meet with the *shíshálh* Rights and Title Office to discuss the process and timeline for completion of the Preliminary Assessment by the Nation.
- d. The Preliminary Assessment shall consist of those elements outlined in that stage of the decision-making process.
- e. Within 30 days after the Nation provides the Preliminary Assessment to the Proponent, the Proponent will meet with the Nation to discuss the results of the Preliminary Assessment.

- f. If after receiving the Preliminary Assessment, the Proponent chooses to continue to advance a proposed Project, the Proponent shall meet with the Nation and develop a joint work plan outlining future information gathering and analysis that will be required to be done, and timelines for completion of that work.
- g. In addition to any documents being used within or generated through the *shíshálh* Decision-Making Process, the Proponent will provide the Nation with all studies that may be completed from time to time with respect to the Project, including but not limited to environmental, archaeological, ethnographic, engineering, hydrological, terrain stability, climate, and visual quality as well as any updated studies indicating clearly on the document were it has been revised;
- h. The Parties acknowledge that the Proponent may also be generating information or documents for submission to the Crown or any Crown agency while involved in implementing the *shíshálh* Decision-Making Process. With regard to such information or documents, the Proponent will:
  - i. Provide advance copies of all information or documents to the Nation;
  - ii. With respect to major documents such as a Project Development Plan or Environmental Assessment Application, the Proponent will provide advance copies to the Nation at least 120 days in advance of any submission to the Crown, and, at the request of the Nation meet with the Nation to review and discuss the documents.
- i. The Proponent will promptly inform the Nation in writing of any change or amendment to any information, study, or analysis – including to any Application, document, or request for approval being submitted to the Crown - and will include a letter outlining with specificity the nature of the change or amendment.
- j. the Proponent will provide the Nation with all of the information referenced in this section in both paper and digital form and will include data files in a form usable by the Nation including background research and supportive spatial information including but not limited to meta data/shape files for all studies.

## **B. Engagement with Respect to Title and Rights**

The Proponent acknowledges that gathering and sharing information with respect to the Nation’s Title and Rights, and identifying ways to demonstrate recognition, respect, and accommodation of those Title and Rights is a fundamental aspect of the Nation’s *shíshálh* Decision-Making Process, and as such the Parties will meet, at dates and times to be agreed to, to discuss the proposed Project and issues including, but not limited to:

- a. identification and protection of the Nation’s archaeological and cultural heritage resources and cultural use knowledge related to the Project;
- b. identification, mitigation, compensation, and management of potential impacts and potential future impacts of the Project on the Nation’s Aboriginal rights, including Aboriginal title;
- c. the relationship between the Nation’s *shíshálh* Decision-Making Process and any Crown regulatory process with respect to the Project;
- d. ways to develop and foster a positive and cooperative relationship between the Parties;
- e. the development of a sustainable and stable long-term economy that includes the participation of the Nation and its members; and
- f. the management and use of land and resources in an environmentally and culturally sound and sustainable manner.

**C. Specific Proponent Commitments**

The Proponent agrees to the following additional specific commitments:

- a. where requested by the Nation as part of the *shíshálh* Decision-Making Process, to fund the completion of an Aboriginal Interest and Use Study (AIUS) by the Nation, including an archaeological preliminary field reconnaissance (“PFR”), conducted in a manner consistent with the Nation’s Heritage Policy (attached as Schedule “B” to this Agreement) and pursuant to the authority of a Heritage Investigation Permit issued by the Nation and a Provincial Heritage Inspection Permit;
- b. to fund preparation of an archaeological preliminary field reconnaissance or Archaeological Impact Assessment conducted by the Nation and in compliance with the *shíshálh* Nation Heritage Policy, to identify archaeological and cultural heritage resources and cultural use knowledge requiring protection;
- c. to provide funding to the Nation to support the Nation’s *shíshálh* Decision-Making Process with respect to the Project in the amount and in accordance with the timelines provided in Schedule “D” to this Agreement;
- d. to take into account, consider, and respond in writing to any issues, concerns or requested alterations to a Project Development Plan, Environmental Assessment Application, or any other Project related plans, studies or Applications that are identified by the Nation as applicable, prior to finalizing and/or submitting the Project Development Plan, or other plan or Application for approval;

- e. in particular, and subject to 3C(f) below, to implement any measures identified by the Nation as required to protect, preserve and/or mitigate present or future impacts to the Nation's archaeological and cultural heritage resources and cultural use knowledge, and the Nation's Aboriginal rights, including Aboriginal title;
- f. in the event the Proponent has concerns regarding any measures or requests identified by the Nation pursuant to 3(e) above, it will meet with the Nation to discuss and identify a mutually acceptable way of addressing both the Nation's and the Proponent's interests; and
- g. the Proponent acknowledges that *shíshálh* may reach a decision that an application is not suitable to proceed.

#### **D. Negotiations**

The Parties recognize and agree as follows:

- a. The Nation may, at its discretion, as part of the *shíshálh* Decision-Making Process advise the Proponent that the Nation wishes to initiate negotiations towards a Project agreement that would establish a long-term relationship between the Proponent and the Nation;
- b. the issues for negotiation may include, but are not limited to: revenue-sharing payments to the Nation; equity participation; contracting, employment, educational, and training opportunities; contributions towards facilities, scholarships and related community assets of the Nation; participation of the Nation in the investment and/or ownership of the Project; and managing, mitigation, and compensating for Project-related impacts to the Nation;
- c. the Parties agree to meet to initiate negotiation of a Project agreement within a reasonable period of time after the Nation provides notice pursuant to clause 3 D(a), and to conduct such negotiations on a good faith and reasonable basis;
- d. the Parties will discuss and agree upon reasonable funding to be paid by the Proponent to the Nation to support the negotiations and implementation of any negotiated agreement under this clause, such funding to be in addition to funding provided pursuant to Schedule D;
- e. the Parties will discuss and agree upon the sharing of further information required to facilitate the negotiations, including agreements concerning the protection of confidential information; and

- f. for greater clarity, Clause 3D and any negotiations pursuant to it are subject to clauses 4 (a) to (c) below and do not indicate the Nation's consent to or support for a Project.

#### 4. General Terms

- a. Without Prejudice: This Agreement and discussions held pursuant to this Agreement are without prejudice to the Aboriginal rights, including Aboriginal title, of the Nation. Nothing in this Agreement or discussions held pursuant to this Agreement are intended to create, define, diminish, abrogate or extinguish Aboriginal rights, including Aboriginal title.
- b. Crown Consultation: This Agreement is not in fulfilment of and does not displace any obligation on any Provincial, Federal or other government agency or entity to consult with and accommodate the Nation with respect to Project or proposed decisions, plans or actions related to the Project.
- c. Non-Approval: This Agreement and discussions or documents developed pursuant to it do not signify the Nation's support for, or agreement or consent to, the Project or any decision or action made in relation to the Project.
- d. Confidentiality: archaeological, cultural heritage and/or cultural use information provided by the Nation to the Proponent is to be considered confidential and must not be shared with a third party unless written consent is provided by the Nation's Chief and Council. For greater clarity, this includes and applies to any PFR.
- e. Notice: Any notice, statement or other written communication which is required to be given or which is given in connection with this Agreement may be delivered to the Parties at the addresses set out below:

***shíshálh* Nation**  
PO Box 740  
Sechelt, BC V0N 3A0  
Attention: Chief and Council  
Fax: 604-885-3490

**Proponent**

- f. Term: This Agreement shall come into effect on the date of its execution, and shall continue to the completion of the discussions contemplated in this Agreement or until the Agreement is terminated pursuant to clause 4(g).

- g. Termination: If either Party wishes to terminate this Agreement prior to the end of the Term, it must provide written notice of its intention to terminate and the Agreement will terminate sixty days after the notice is provided.
- h. Amendment: the Parties may agree to amend this Agreement. Any such amendment shall be made in writing and signed by each Party.
- i. Review: either Party may request the participation of the other Party to review the effectiveness of this Agreement and to discuss whether amendments are required, and the Parties agree to conduct such a review at least once annually.

This Agreement is hereby accepted and agreed to this \_\_\_ day of \_\_\_\_\_ 201\_\_.

**SECHELT INDIAN BAND**

By:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

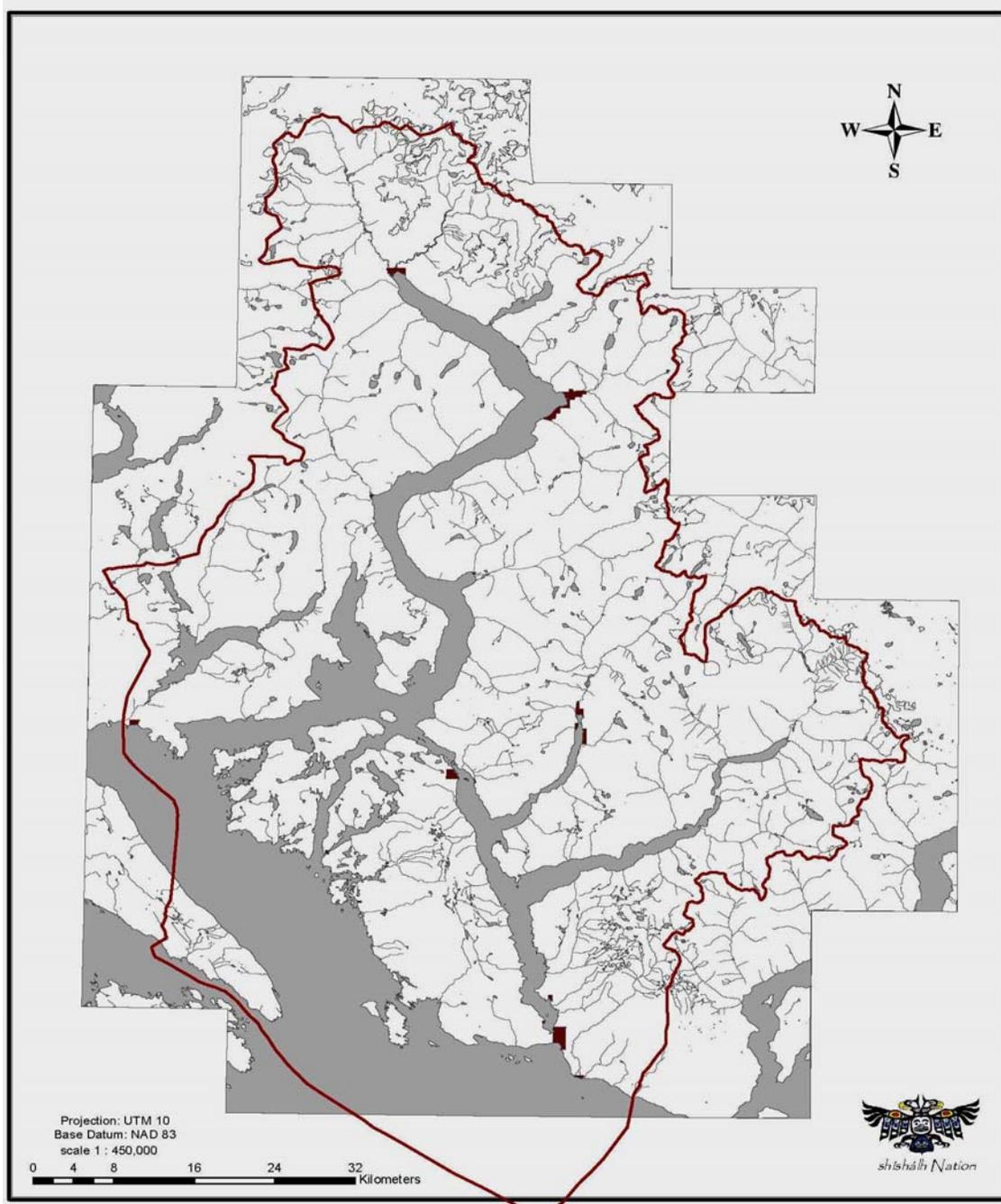
\_\_\_\_\_  
Councillor

**PROPONENT**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**Schedule A:** map of *shíshálh* Territory. Territorial boundary is indicated by red line.



**Schedule B:** *shíshálh* Decision-Making Policy

See applicable policy.

**Schedule C: *shíshálh* Nation Heritage Policy**

See applicable policy.

## **Schedule D: Project Review Funding**

1. The Proponent agrees to provide funding to the Nation to support and enable the Nation's review of the Project as outlined in this Agreement.
2. The Proponent will provide initial funding in the amount of \_\_\_\_\_. (the "Initial Funding"). The Parties agree that, subject to \_\_\_\_\_, no further funding will be provided to Sechelt for the purposes of implementing the *shíshálh* Decision-Making Process up to and including the completion of a Preliminary Assessment.
3. The Parties recognize and agree that additional funding may be required by the Nation for the implementation of the *shíshálh* Decision-Making Process after completion of the Preliminary Assessment. As such, upon completion of the Preliminary Assessment the Parties will meet and do the following:
  - a. Review how much of the Initial Funding remains for the implementation of the *shíshálh* Decision-Making Process
  - b. If required, negotiate further funding to the Nation for the completion of the *shíshálh* Decision-Making Process, including, if applicable, funding to support further information gathering and analysis, as well as negotiations.
4. The Parties recognize and agree that there are particular costs associated with review of the Project that are not included in the Initial Funding, and as such:
  - a. Where a proposed Project possesses special design features, such as extensive new road access or transmission line right of way(s), the Parties will discuss and agree upon additional funding required to support the Nation's review.
  - b. Where an environmental assessment, whether under Federal or Provincial law, is required for a Project, the Parties will discuss and agree upon additional funding to support the Nation's participation in that process.
  - c. Where the Nation's review of a Project extends for a time period in excess of 18 months from when a **[Insert based on nature of Project]** Parties will discuss and agree upon additional funding to support the Nation's review beyond the initial 18 month time period.
5. The funding specified in clause 2 will be provided within 14 days of the signing of this Agreement.
6. All funding provided pursuant to this Agreement is non-refundable.



*shíshálh* Women and Children at ts'unay (Deserted Bay) circa 1940

## Forestry Protocol

**BETWEEN:**

**shíshálh Nation**, also known as the Sechelt Indian Band

(the “Nation”)

**AND:**

[NAME OF COMPANY]

(the “Proponent”)

(together, the “Parties”)

**WHEREAS:**

- A. The Nation maintains aboriginal rights, including aboriginal title, throughout its Territory, which is comprised of the outlined area on the map attached as Schedule “A” to this Agreement (the “Territory”);
- B. The Licensee recognizes that the Nation maintains Aboriginal rights, including Aboriginal title, to the Territory and acknowledges that the Nation does not accept the assertion of Provincial jurisdiction over the Nation’s Territory;
- C. The *shíshálh Nation Decision-Making Policy* outlines the policy and process through which the Nation makes decisions concerning the use of lands and resources of the Territory, which is attached as Schedule B to this Agreement (the “*shíshálh* Decision-Making Process”);
- D. The Licensee wishes to establish an agreed basis for working with the Nation regarding the Licensee’s forestry operations in the Territory, and recognizes that such an agreement is necessary as part of the Licensee’s ordinary course of business notwithstanding any agreement or arrangements between the Nation and the Provincial or Federal Crown;
- E. The Parties agree on the need for a respectful and ongoing relationship and dialogue on all issues relating to the stewardship of the land and resources of the Territory, and the protection of the Nation’s archaeological and cultural heritage resources and cultural use knowledge; and

- F. The Parties, through this Agreement, intend to establish a framework for information sharing, identification of potential economic opportunities, and additional issues and opportunities as are identified by the Parties, in a manner that is consistent with the *shísháhlh* Decision-Making Process.

**THEREFORE, FOR MUTUAL CONSIDERATION THE SUFFICIENCY OF WHICH IS HEREBY SPECIFICALLY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

1. **Working Relationship.** The working relationship between the Parties will be based on:
  - a. mutual trust and respect;
  - b. open, direct, and timely communication, and transparent information sharing;
  - c. a shared commitment to engaging in a manner that is consistent with and implements the *shísháhlh* Decision-Making Process, set out in Schedule “B” of this Agreement, and includes exploring economic opportunities for the Nation.
  
2. **Objectives.** The Parties agree to implement this Agreement, in a manner consistent with the Nation’s Decision-Making Policy, to achieve the following objectives:
  - a. a thorough, meaningful and timely review by the Nation of the Licensee’s proposed forestry operations in the Territory, including the provision of appropriate resources to support the Nation’s review;
  - b. a timely process for information sharing regarding the Licensee’s proposed forestry operations;
  - c. demonstrated respect, support for, and protection of the Nation’s aboriginal rights, including aboriginal title;
  - d. demonstrated respect for, and protection of the Nation’s archaeological and cultural heritage resources and cultural use knowledge, as defined in the Nation’s Heritage Policy attached as Schedule “C” to this Agreement;
  - e. identification of economic opportunities for the Nation in relation to the Licensee’s forestry operations in the Territory;
  - f. subject to Clauses 6(a) – (c) below, certainty and stability for the Licensee’s forestry operations in the Territory.

**3. Review of Proposed Forestry Operations:** The Parties agree to a review of the Licensee’s proposed forestry operations through the *shishálh* Decision-Making Process, including the following steps and elements:

- a. “Forestry operation” as used in this Agreement includes all planning and operational level applications and permits, including but not limited to: forest stewardship plans (FSP’s); pest management plans (PMP’s); cut block level planning documents; road permit applications; log handling/storage facility permit applications or plans; log dumps; and related ancillary developments.
- b. the Licensee will provide the Nation with information concerning its forestry operations, as specified in clause 3(d), for an upcoming operational season by no later than December 1 of the year preceding the operational season (“Operational Information”),
- c. the Licensee will in any event provide the Nation with the Operational Information no less than 120 days prior to the date on which the Licensee intends to submit the plan, permit application or other material to the Ministry of Forests, Lands and Natural Resource Operations (the “Ministry”) or other government agency;
- d. The Operational Information will be treated by the Nation as an application and be processed through the *shishálh* Decision-Making Process.

The Operational Information must be sufficient to allow the Nation to determine the following:

- the nature and scope of the proposed operations;
  - the timing of the proposed operations;
  - the location of the proposed operations;
  - how the proposed operations may affect the Nation’s Aboriginal rights, including Aboriginal title, archaeological and cultural heritage resources (present and future), cultural use knowledge;
  - the Crown agencies involved in permitting, licensing or approving the proposed operations;
  - any relevant deadlines or filing dates, and
  - economic benefits or employment opportunities that may be available for the Nation.
- e. The Operational Information will be provided in digital and hardcopy format (including current and revised GIS shape files and topographic data), as well as hard copy delivered to the Nation’s Rights and Title Department located at 5555 Sunshine Coast Hwy;
  - f. The Nation will provide its preliminary assessment of the Operational Information, outlining, amongst other things, further information that may be

needed, any ‘red flag issues’ that have been identified, and issues which are still being considered; this preliminary assessment will be provided within 45 days of receipt of the Operational Information, or at such other time frame as the parties may agree in writing.

- g. The Nation will inform the Licensee of the outcome of the *shíshálh* Decision-Making Process on the following timelines:
  - i. Where the Licensee provides information in accordance with clause 3(a), by no later than March 15 of the year following the date the information is received, or at such time as the parties otherwise agree in writing; and
  - ii. Where the Licensee provides information in accordance with clause 3(b), within 75 days of receipt of the information, or at another time as the parties may agree in writing.
- h. At the request of either Party, at any time during the review the Parties will meet to discuss a proposed forestry operation or any other matter falling within the scope of this Agreement;

**4. Specific Licensee Commitments:** The Licensee agrees to following specific commitments:

- a. to make payments, in accordance with the timing and amounts set out in Schedule “C” to this Agreement, to support the Nation’s review of the Licensee’s proposed forestry operations in the Territory, as set out in this Agreement;
- b. to comply with the review process set out in clause 3;
- c. to fund an archaeological preliminary field reconnaissance (“PFR”), conducted by the Nation’s Rights and Title Department under the authority of a Heritage Investigation Permit issued by the Nation and a Provincial Heritage Inspection Permit, for any proposed harvesting, road building or activity with the potential for impacts to the Nation’s archaeological and cultural heritage resources and cultural use knowledge;
- d. where requested by the Nation, to fund an Archaeological Impact Assessment (“AIA”) or Aboriginal Interest and Use Study (AIUS) by the Nation’s Rights and Title Department, to identify archaeological and cultural heritage resources and cultural use knowledge values requiring protection;
- e. to take into account, consider and respond in writing to any issues, concerns or requested alterations to proposed plans or applications made by the Nation, prior to finalizing and/or submitting the plan or application for approval;

- f. in particular, and subject to 4(g) below:
  - i. to implement any measures identified by the Nation as required to protect, preserve and/or mitigate impacts to the Nation's Aboriginal rights, including Aboriginal title, archaeological and cultural heritage resources and cultural use knowledge values (past, present, and future);
  - ii. where requested by the Nation, to set aside and otherwise protect, through visible flagging and appropriate markings, archaeological, cultural heritage resources and cultural use knowledge values (past, present and future) identified by the Nation, including but not limited to monumental cedars, medicinal plants and archaeological resources including culturally modified trees;
  - iii. where requested by the Nation, to deliver monumental cedars required by the Nation for cultural or domestic purposes to a location identified by the Nation;
- g. in the event the Licensee has concerns regarding any measures or requests identified by the Nation pursuant to clauses 4(d) – (f) above, to meet with the Nation to discuss and identify a mutually acceptable way of addressing both the Nation's and the Licensee's interests;
- h. to work with the Nation, on an ongoing basis and at meetings to be held no less than twice per year, or as the Parties may otherwise agree in writing, to identify and establish arrangements to enable the Nation's participation in the economic benefits generated from the Licensee's forestry operations, including but not limited to contracting, training and employment preferences and opportunities for the Nation's members, the building of community facilities, and the development of businesses owned and/or operated by the Nation or its members.

**5. Nation Commitments:** The Nation agrees to the following commitments:

- a. To implement the *shíshálh* Decision-Making Process regarding the Licensee's proposed forestry operations in a manner that incorporates the process outlined in clause 3;
- b. where the Nation and the Licensee have, pursuant to clauses 4(f) or (g), reached agreement on the measures to be implemented to protect the Nation's archaeological and cultural heritage resources and cultural use knowledge, to consent to the Ministry being informed of that agreement by the Licensee.
- c. for greater certainty:
  - i. The Nation's commitments under clause 5 (a) and (b) are dependent on the Licensee being in compliance with its commitments under clauses 4 (a) – (h).

- ii. The Nation's commitment under this clause are subject to clauses 6(b) and (c) and do not limit the Nation's rights with respect to Crown consultation and accommodation regarding the Licensee's operations.

**6. General Terms:**

- a. Without Prejudice: This Agreement and discussions held pursuant to this Agreement are without prejudice to the aboriginal rights, including aboriginal title, of the Nation. Nothing in this Agreement or discussions held pursuant to this Agreement are intended to create, define, diminish, abrogate or extinguish aboriginal rights, including aboriginal title.
- b. Crown Consultation: This Agreement is not in fulfilment of and does not displace any obligation on any Provincial, Federal or other government agency or entity to consult with and accommodate the Nation with respect to any proposed decisions, plans or actions related to the Licensee's forestry operations in the Territory.
- c. Non-Approval: This Agreement and discussions or documents developed pursuant to it do not signify the Nation's support for, or agreement or consent to, any particular forestry operation or decision or action made in relation to that forestry operation.
- d. Confidentiality: archaeological, cultural heritage and/or traditional use information provided by the Nation to the Licensee is to be considered confidential and must not be shared with a third party unless written consent is provided by the Nation's Chief and Council. For greater clarity, this includes and applies to any PFR reports prepared by the Nation and provided to the Licensee.
- e. Notice: Any notice, statement or other written communication which is required to be given or which is given in connection with this Agreement may be delivered to the Parties at the addresses set out below:

***shíshálh* Nation**  
PO Box 740  
Sechelt, BC V0N 3A0  
Attention: Chief and Council  
Fax: 604-885-3490

**Proponent**

- f. Term: This Agreement shall come into effect on the date of its execution, and shall continue in effect for a period of three years, or to the end of the current licences Forest Stewardship Plan, commencing on the date of signing. The Parties may agree to extend the term of this Agreement.

- g. Termination: If either Party wishes to terminate this Agreement prior to the end of the Term, it must provide written notice of its intention to terminate and the Agreement will terminate thirty days after the notice is provided.
- h. Amendment: the Parties may agree to amend this Agreement. Any such amendment shall be made in writing and signed by each Party.
- i. Review: either Party may request the participation of the other Party to review the effectiveness of this Agreement and to discuss whether amendments are required, and the Parties agree to conduct such a review at least once annually.

This Agreement is hereby accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_ 201\_.

**SECHELT INDIAN BAND**

By:

\_\_\_\_\_

Chief

\_\_\_\_\_

Councillor

\_\_\_\_\_

Councillor

\_\_\_\_\_

Councillor

\_\_\_\_\_

Councillor

**PROPONENT**

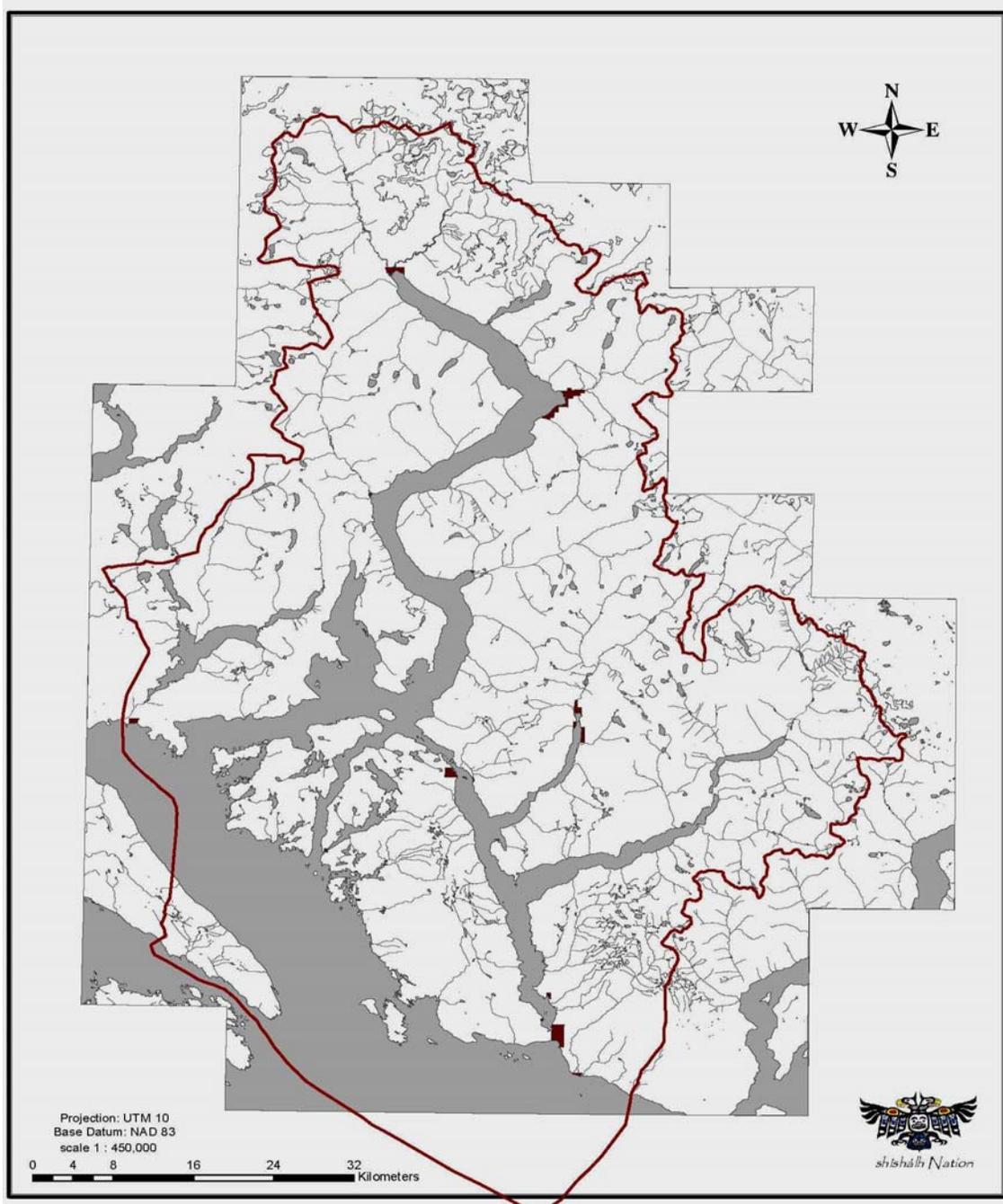
Per: \_\_\_\_\_

Authorized Signatory

Per: \_\_\_\_\_

Authorized Signatory

Schedule “A”: map of *shíshálh* Territory. Territorial boundary is indicated by red line.



**Schedule “B”:** *shíshálh* Decision-Making Policy

See applicable tab.

DRAFT

**Schedule “C”:** *shíshálh* Nation Heritage Policy

See applicable tab.

DRAFT

## **Schedule “D”: Funding Support**

The Parties agree to the following in relation to funding support:

1. The Licensee will pay the following amounts to the Nation, to support the Nation in fulfilling its commitments under this Agreement, on April 1 of each year:
  - a) Where the Licensee proposes to harvest timber in the upcoming operational season from an area equal to or greater than 600 ha: \$15,000
  - b) Where the Licensee proposes to harvest timber in the upcoming operational season from an area less than 600 ha:  $\$15,000 \times \text{harvest area}/600$ .
  - c) Where the Licensee proposes to harvest timber in the upcoming operational season from an area greater than 800 ha:  $\$15,000 + \$15,000 \times \text{harvest area}/600$ .
  - d) Where the Licensee is intending to submit an FSP amendment or extension for approval in the upcoming operational season: the amount calculated above + \$5,000.
2. This Schedule is subject to amendment from time to time by the Parties in writing.



# *shíshálh* First Nation

**Rights and Title Department**

PO Box 740

Sechelt, BC

V0N 3A0

Tel: 604.740.5600

Toll Free: 1.866.885.2275

Fax: 604.885.3490