

MEMORANDUM OF UNDERSTANDING
FOR
MODERNIZED LAND USE PLANNING

THIS AGREEMENT is made as of January 18, 2021 (the “**Effective Date**”)

BETWEEN:

‘**NAMGIS FIRST NATION** having a mailing address at
P.O. Box 210 Alert Bay, BC V0N 1A0

(“**Namgis**”)

AND:

HER MAJESTY THE QUEEN IN THE RIGHT OF BRITISH
COLUMBIA as represented by the Minister of Forests, Lands,
Natural Resource Operations and Rural Development

(the “**Province**”)

WHEREAS:

- A. Pursuant to its laws, customs and traditions, since time immemorial ‘**Namgis** has used and occupied the lands and waters of its territory located on the central coast of what is now called British Columbia, including the Nimpkish Valley and watershed as shown in the map attached as Appendix “A” (the “**Territory**”).
- B. Pursuant to ‘**Namgis** laws, customs and traditions, ‘**Namgis** exercises Aboriginal Title, Rights, responsibilities and authorities in relation to the lands, waters, resources and people of its Territory.
- C. Those Aboriginal Title, Rights, responsibilities and authorities are advanced by ‘**Namgis**’ elected and hereditary leadership and include laws, customs, traditions and sacred responsibilities to past, present and future generations, lands, waters and resources on which ‘**Namgis** depends to maintain its distinctive culture.
- D. ‘**Namgis**’ sacred responsibilities to its past, present and future generations include stewardship principles and activities, informed by ‘**Namgis**’ traditional knowledge, aimed at protecting the lands, waters and resources of the Territory by anticipating, attacking and preventing environmental degradation without delay.
- E. ‘**Namgis** is one of the Aboriginal peoples of Canada described in section 35 of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK), 1982, c 11* (the “**Constitution Act, 1982**”).

- F. Section 35(1) of the *Constitution Act, 1982* recognizes and affirms the existing Aboriginal Rights, including Aboriginal Title, of Aboriginal peoples within Canada.
- G. The Province and ‘Namgis wish to undertake a modernized land use planning project for the Upper and Lower Nimpkish Landscape Units, as shown in the map attached as Appendix “B” (the “**Plan Area**”) currently covered by the Vancouver Island Land Use Plan (“**VILUP**”), and acknowledge that the Territory includes the Plan Area.
- H. The Province acknowledges that decisions it makes with respect to the use of the lands, waters and resources of the Plan Area may have the potential to cause adverse impacts on ‘Namgis’ Aboriginal Rights, including Aboriginal Title.
- I. The *United Nations Declaration on the Rights of Indigenous Peoples* (“**UNDRIP**”), was adopted by the United Nations General Assembly in 2007, and Canada became a full supporter of UNDRIP in May 2016, without qualification, and British Columbia committed fully to UNDRIP on September 13, 2017 and released British Columbia’s Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples in May 2018 (the “**Draft Principles**”).
- J. While the articles of UNDRIP benefit from being read comprehensively, and without restricting the application of UNDRIP to the work under this Memorandum of Understanding (the “**MOU**”), Article 18 of UNDRIP states that “Indigenous peoples have the right to participate in decision-making in matters which would affect their rights, through representatives chosen by themselves in accordance with their own procedures, as well as to maintain and develop their own indigenous decision-making institutions.” Article 32(2) of UNDRIP states that “States shall consult and cooperate in good faith with the indigenous peoples concerned through their own representative institutions in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources.”
- K. On November 28, 2019, the British Columbia *Declaration on the Rights of Indigenous Peoples Act* (“**DRIPA**”) received Royal Assent. The purpose of DRIPA is as follows:
- (a) to affirm the application of UNDRIP to the laws of British Columbia;
 - (b) to contribute to the implementation of UNDRIP;
 - (c) to support the affirmation of, and develop relationships with, Indigenous governing bodies.
- L. The Province is embarking on modernizing land use planning in partnership with First Nations to advance reconciliation, the implementation of UNDRIP, and aligned with the purposes of DRIPA, while sustainably managing the Province’s ecosystems, including its rivers, lakes, watersheds, and forests.

- M. Consistent with UNDRIP, DRIPA and s. 35 of the *Constitution Act, 1982*, the Parties wish to discuss a modernized land use plan that may result in amendments to VILUP (“**MLUP**”) and/or other legislative, administrative or management options (“**Management Options**”) that would implement the Province’s values and interests and ‘N̓amgis’ values and interest related to its Aboriginal Title and Rights within the Plan Area.
- N. Giving effect to the MLUP or Management Options may require the Province to undertake powers of statutory decision, including potentially an order to replace the order filed on December 1, 2000 with the Vancouver Forest Region establishing the Resource Management Zones and Resource Management Zone Objectives within the area covered by VILUP (“**Statutory Decisions**”).
- O. ‘N̓amgis and the Province wish to use the process established by this MOU (the “**G2G Process**”) to develop consensus recommendations for the Plan Area for:
- (a) the MLUP;
 - (b) Management Options; and /or
 - (c) other potential processes or work the Parties may also recommend for addressing land use planning issues within the Plan Area or where appropriate the Territory
- (collectively, the “**Consensus Recommendations**”).
- P. The Province acknowledges that ‘N̓amgis will require capacity funding to fully engage in the G2G Process and the Province will work with ‘N̓amgis to make the necessary arrangements to ensure the required capacity funding.
- Q. Nothing in this MOU precludes ‘N̓amgis or the Province from engaging in consultation with other Indigenous peoples.

1.0 PURPOSE

- 1.1 This MOU establishes the G2G Process that ‘N̓amgis and the Province will undertake to create and develop the Consensus Recommendations for consideration by the Parties.

2.0 DEFINITIONS

- 2.1 In this MOU:

- (a) “**Consensus Recommendations**” means the recommendations developed by the Steering Committee for the Plan Area for the MLUP, the Management Options, and/or other potential processes or work the Parties may also recommend for addressing land use planning issues within the Plan Area or where appropriate the Territory.

- (b) “**Constitution Act, 1982**” means the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK), 1982*, c 11.
- (c) “**Culturally Sensitive Information**” means information ‘N̄amgis may provide, orally or in writing, to the Province during the G2G Process about its Aboriginal Title, Rights or traditional use of the Plan Area or its Territory that ‘N̄amgis has notified the Province in writing is culturally sensitive and confidential, as described in section 12.3.
- (d) “**Draft Principles**” means British Columbia’s Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples which British Columbia released in May 2018, as described in Recital I.
- (e) “**DRIPA**” means the British Columbia *Declaration on the Rights of Indigenous Peoples Act*, as described in Recital K.
- (f) “**Executive Committee**” means the committee established pursuant to section 6.1(a).
- (g) “**G2G Process**” means the process established by this MOU to develop the Consensus Recommendations, as described in Recital O.
- (h) “**Interim Measures**” means the short-term actions described in section 11.1.
- (i) “**Management Options**” means legislative, administrative or management options, not included in the MLUP, to implement the Province’s values and interests, and ‘N̄amgis’ values and interests, related to its Aboriginal Title and Rights within the Plan Area, as described in Recital M.
- (j) “**MLUP**” means the modernized land use plan for the Plan Area that may result in amendments to the VILUP, as described in Recital M.
- (k) “**MOU**” means this Memorandum of Understanding.
- (l) “**Plan Area**” means the Upper and Lower Nimpkish Landscape Units, for which the Province and ‘N̄amgis wish to undertake the MLUP, as shown in the map attached in Appendix “B”.
- (m) “**Scope**” means the topics and issues described in section 5.1 of this MOU for discussion between the Parties during the G2G Process.
- (n) “**Statutory Decisions**” means the powers of statutory decisions which the Province may need to undertake to give effect to the MLUP or Management Options, as described in Recital N.
- (o) “**Steering Committee**” means the committee established pursuant to section 6.1(c).

- (p) “**Technical Committee**” means the committee established pursuant to section 6.1(d).
- (q) “**Terms of Reference**” means those terms of reference prepared by the Technical Committee, and approved by the Steering Committee, comprising of work plans, budgets, schedules, deliverables, process milestones, engagement strategies, communications strategies, information management protocols, and any other items the Steering Committee deems to be necessary.
- (r) “**Territory**” means the lands and waters described in Recital A and as shown in the map attached in Appendix “A”.
- (s) “**UNDRIP**” means the *United Nations Declaration on the Rights of Indigenous Peoples*, as described in Recital I.
- (t) “**VILUP**” means the Vancouver Island Land Use Plan, as described in Recital G.

3.0 COLLABORATION PRINCIPLES

3.1 The Parties agree that:

- (a) each Party must undertake its own internal processes to inform and mandate the work of their representatives in the G2G Process, and participating individuals have the responsibility to represent their respective governments in the G2G Process;
- (b) best efforts will be made to reach Consensus Recommendations in a timely and efficient manner;
- (c) discussions will be respectful with the aim of upholding reconciliation;
- (d) each Party has its own stewardship principles and values that will guide it and each Party will be respectful of the other Party’s stewardship principles and values while working together collaboratively in the G2G Process;
- (e) best practices and the best available information will be used to inform the work and the Consensus Recommendations, including traditional knowledge and science;
- (f) information will be shared between the Parties, guided where required by data sharing agreements or protocols between ‘Nan̓gis and the Province, and interested third parties, as appropriate;
- (g) the Province intends to act in a manner that upholds the honour of the Crown, the principles and standards within UNDRIP, the Draft Principles, and DRIPA, and its constitutional obligations under s. 35 of the *Constitution Act, 1982*;

- (h) without predetermining the sufficiency of the process, and subject to potential without prejudice discussions contemplated by section 3.4 below, the G2G Process may be used to inform, and will be used where possible to meet, the consultation obligations the Province owes to ‘N̄amgis with respect to land use planning in the Plan Area;
 - (i) the G2G Process may include collaboration, with agreed upon processes for input from other First Nations, communities, stakeholders and the public to be implemented as required; and
 - (j) input from communities, stakeholders and the public is advisory in nature.
- 3.2 The Parties will respect each other’s decision-making structures and authorities, and the individuals participating in the G2G Process will work in good faith to prepare Consensus Recommendations that can be approved by their respective executive/leadership.
- 3.3 Where disagreement on reaching Consensus Recommendations persists, the Parties will use governance structures described in Article 6.0 and the dispute resolution mechanisms described in Article 14.0 of this MOU.
- 3.4 Discussions during the G2G Process will be on the record except when the Parties agree in advance that specific issues are confidential. The Parties agree that: their discussions need to be conducted in a frank and direct manner; that some of the discussions may need to occur on a confidential basis; and that some discussions may benefit from occurring on a without prejudice basis.
- 3.5 The Parties may from time to time issue joint press releases regarding the implementation of the MOU. The Parties will not make public statements about information which has been agreed as confidential; and to the extent that public communication about confidential discussions are necessary – those communications will be jointly drafted and agreed upon by the Parties prior to release.

4.0 OBJECTIVES

- 4.1 In implementing this MOU and developing the Consensus Recommendations, the Parties will work to achieve the following objectives:
- (a) a MLUP and/or Management Options that seek to protect and manage the integrity of the ecosystems which sustain the lands, waters, resources and wildlife of the Plan Area which ‘N̄amgis relies on to exercise its Aboriginal Title and Rights;
 - (a) a MLUP and/or Management Options that protect the integrity of areas/values that are culturally significant to ‘N̄amgis;

- (b) a MLUP and/or Management Options that support the economic and social well-being of 'Nāmgis, communities and stakeholders who use and rely on the resources contained in the Plan Area;
- (c) a MLUP and/or Management Options that can inform, guide and structure future discussions on the use of lands, resources and wildlife in the Plan Area, consistent with DRIPA, s. 35 of the *Constitution Act, 1982*, and the intent of UNDRIP;
- (d) reduction in conflicts between the Parties regarding the use of the lands, waters, resources and wildlife in the Plan Area;
- (e) increased clarity on the processes, policies and structures that the Parties will use to achieve sustainable environmental management of lands, waters, resources and wildlife; and
- (f) the identification of strategies and resources to implement the MLUP and/or Management Options which may include plans and strategies for operational decision-making processes informed by the MLUP and/or Management Options.

4.2 With respect to the objectives, the Parties acknowledge and agree that while neither this MOU nor the MLUP will constitute a treaty, comprehensive reconciliation agreement or a land claims agreement, the activities the Parties intend to undertake to implement this MOU and the MLUP will advance reconciliation between 'Nāmgis and the Province and may be relied on for further agreements between the Parties to advance reconciliation, including a comprehensive reconciliation agreement.

5.0 SCOPE OF DISCUSSIONS

5.1 The Parties agree to engage on a respectful government-to-government basis, using the standard of free, prior and informed consent, to agree on Consensus Recommendations for the Plan Area that address the following:

- (a) collaborative resource management objectives in the Plan Area that recognize and incorporate 'Nāmgis' values into a MLUP and/or Management Options.;
- (b) the avoidance and mitigation of environmental harm to the lands, waters and resources of the Plan Area;
- (c) the avoidance, mitigation and/or accommodation of adverse impacts to 'Nāmgis' Aboriginal Rights, including Title;
- (d) supporting regional socio-economic opportunities;
- (e) the avoidance and mitigation of any community, stakeholder and public impacts; and

- (f) such further and other matters as may be agreed in writing by the Parties from time to time

(collectively, the “**Scope**”).

6.0 GOVERNANCE STRUCTURES

6.1 The Parties hereby establish the Executive Committee, the Steering Committee and the Technical Committee, according to the terms of Article 6.0 of this MOU to develop the Consensus Recommendations.

- (a) **Executive Committee.** The Executive Committee is hereby established according to the following terms:
 - (i) the Executive Committee will be comprised of leadership from the Province and leadership from ‘Namgis’;
 - (ii) the role of the Executive Committee is to exchange information and resolve strategic and policy issues as necessary, including assisting the Steering Committee if it is unable to reach agreement on the Consensus Recommendations;
 - (iii) the Executive Committee members will be Provincial deputy ministers or designated representatives of the Provincial Agencies, and the Chief or designated representatives of ‘Namgis’;
 - (iv) the Executive Committee will be comprised of an equal number of representatives appointed by the Province and ‘Namgis’; and
 - (v) the Executive Committee will meet only as required.
- (b) The Executive Committee will make all decisions required to implement this MOU by consensus. Where the Executive Committee cannot reach consensus it will use the dispute resolution mechanisms described in Article 14.0 to resolve any lack of consensus.
- (c) **Steering Committee.** The Steering Committee is hereby established according to the following terms:
 - (i) The role of the Steering Committee is to:
 - (A) oversee the implementation of this MOU, including the G2G Process;
 - (B) approve the Terms of Reference prepared by the Technical Committee;
 - (C) oversee and supervise the Technical Committee, including assisting the Technical Committee to fulfil its roles;

- (D) provide oversight and direction to the Technical Committee, including the resolution of disputes that may arise within the Technical Committee;
 - (E) develop and approve policies and procedures for engaging third-parties including First Nations, local communities and industry stakeholders in accordance with Articles 9.0 and 12.0 below;
 - (F) engage with other First Nations or third-party stakeholders as required;
 - (G) develop, review and approve the Consensus Recommendations for consideration by the Parties for approval; and
 - (H) report to the Executive Committee and/or the Parties' representative leadership on the implementation of this MOU and the G2G Process.
- (ii) The Steering Committee will make all decisions required to achieve the outcomes described in this MOU according to consensus between the Parties' representatives. Where the Parties' representatives cannot achieve consensus, the Steering Committee will refer the matter to consideration by the Executive Committee to resolve any lack of consensus.
 - (iii) The Steering Committee will be comprised of an equal number of senior representatives from the Province and 'Namgis, and each Party will appoint a co-chair. The Parties will notify each other in writing of their initial Steering Committee Representation.
 - (iv) Either Party may change its representatives on the Steering Committee, including its appointed co-chair, by notifying the other Party in writing.
 - (v) The Steering Committee will meet regularly according to a schedule agreed to by the Steering Committee.
 - (vi) The Steering Committee will rely on the Technical Committee for advice in the development and preparation of the Consensus Recommendations, but may also, from time to time, utilize technical expertise and capacity, including if necessary, establishing a technical working group or team, on an as needed basis. This may include subject matter experts or external advisors from the respective Parties who will conduct specific research, analysis and problem solving, and develop proposed plans, policies or program recommendations for the review and consideration by the Technical Committee or the Steering Committee.

- (d) **Technical Committee.** The Technical Committee is hereby established according to the following terms:
- (i) The Technical Committee will:
 - (A) prepare the Terms of Reference for approval by the Steering Committee;
 - (B) conduct the work contained and described in the approved Terms of Reference under the direction of the Steering Committee;
 - (C) work collaboratively and will make all decisions by consensus;
 - (D) only engage third-party contractors to complete any of the work required with the approval of the Steering Committee; and
 - (E) only engage other First Nations, communities or third-party stakeholders as agreed by the Steering Committee.
 - (ii) The Technical Committee will be comprised of technical representatives from the Province and from 'Namgis.
 - (iii) Either Party may change its representatives on the Technical Committee, including its appointed co-chair, by notifying the other Party in writing.
 - (iv) Where the Technical Committee cannot achieve consensus, it will refer the matter for consideration by the Steering Committee to resolve any lack of consensus.
- 6.2 A member of the Executive Committee, the Steering Committee or the Technical Committee may rely on internal or external advisors to inform their participation in their respective committees, provided such reliance is consistent with this MOU.
- 6.3 A member of the Executive Committee, the Steering Committee or the Technical Committee may invite advisors to attend committee meetings, provided that other committee members are notified in advance and do not object to any advisor's attendance at a committee meeting.
- 6.4 The Steering Committee may direct the Technical Committee to amend the Terms of Reference and approve any such amendments.

7.0 CONSIDERATION OF THE CONSENSUS RECOMMENDATIONS BY THE PARTIES

- 7.1 Each Party, acting in a timely manner, will consider the Consensus Recommendations and will use its own internal governance structures and processes to:
- (a) approve the Consensus Recommendations;

- (b) provide direction to their members of the Executive Committee on how the Consensus Recommendations could be revised for subsequent reconsideration by the Parties; or
- (c) reject the Consensus Recommendations.

- 7.2 If 'Namgis or the Province does not approve the Consensus Recommendations, but provides written directions on how the Consensus Recommendations could be revised for reconsideration, then the Executive Committee will instruct the Steering Committee to work in a manner consistent with Article 6.0 to revise the Consensus Recommendations for reconsideration.
- 7.3 If a Party provides written notice that it rejects the Consensus Recommendations outright, such a rejection will be deemed a notice of termination consistent with section 15.5 of this MOU.
- 7.4 Only after 'Namgis has approved the Consensus Recommendations pursuant to section 7.1, will the Province deliver the Consensus Recommendations to its appropriate statutory decision-maker(s) or policy decision-maker(s) for consideration.
- 7.5 Each Party will notify the other Party of the results of its consideration of the Consensus Recommendations in a timely manner.
- 7.6 The Parties acknowledge and agree that, depending on the nature and scope of the Consensus Recommendations, that they may need to seek and obtain mandates using their own internal governance processes before providing the Consensus Recommendations to their respective decision-makers for consideration.
- 7.7 If a Party has approved the Consensus Recommendations through its decision-making processes, and intends to make a decision or implement any action that is substantively inconsistent with the Consensus Recommendations, that Party will provide advance notice to the Executive Committee, and the Executive Committee will exchange information to determine whether a strategic consensus solution can be reached.
- 7.8 For greater certainty, nothing in this MOU is intended to fetter the decision-making powers or processes of the Parties, including any statutory decision-maker.

8.0 RESOURCING

- 8.1 The Province agrees that it will ensure the resources and funding necessary to support the development of the Consensus Recommendations are in place, including the funding 'Namgis requires to participate equally and meaningfully in the G2G Process.

9.0 ENGAGEMENT WITH OTHER FIRST NATIONS, LOCAL COMMUNITIES AND THIRD PARTIES

- 9.1 The Parties agree that the Steering Committee may, as required and agreed upon, undertake engagement with other First Nations, local communities and other third-party stakeholders to inform the Consensus Recommendations.
- 9.2 Any engagement conducted pursuant to section 9.1 will:
- (a) be based on the principles of openness, transparency, inclusiveness, responsiveness, and informed input;
 - (b) may include tools such as focused multi-party meetings, open houses and joint communications; and
 - (c) also afford the opportunity for in-camera discussions.
- 9.3 The Parties agree that the Province may engage other First Nations outside of the process described by sections 9.1 and 9.2 to fulfil the Province's duty to consult and that nothing in this MOU is to be interpreted as limiting the Province's ability to engage or consult with other First Nations.

10.0 IMPLEMENTATION

- 10.1 The Province acknowledges that once the Consensus Recommendations have been provided to the decision-maker(s) and a decision(s) has/have been made, the Parties will work collaboratively in good faith to seek the resources required to implement any decisions.

11.0 INTERIM MEASURES

- 11.1 The Parties acknowledge and agree that before finalizing the Consensus Recommendations, the Parties may agree to implement short-term actions necessary to protect culturally or ecologically sensitive land, resource or wildlife values ("**Interim Measures**").
- 11.2 Where the Parties have agreed on Interim Measures, the Parties will work expediently to implement those Interim Measures, including any required stakeholder engagement and First Nation consultations.

12.0 CONFIDENTIALITY

- 12.1 The Parties acknowledge and agree that 'Namgis or the Province may provide, disclose, produce or develop confidential information during the land use planning

process, and where such information is specifically identified as confidential by a Party, such information will remain confidential except where that information:

- (a) was, at the time of disclosure or at any time afterwards becomes, part of the public domain, other than as a result of a disclosure by one of the Parties in breach of this MOU;
- (b) is or was received by one of the Parties without restriction on disclosure from a source other than the other Party, where that source is not known to the other Party to be violating any applicable confidentiality obligations;
- (c) was known by the receiving Party prior to disclosure under or in connection with this MOU, where any of the receiving Party is not subject to any confidentiality obligations regarding that information;
- (d) was independently developed by a Party without accessing, or use of, the confidential information; or
- (e) is required to be disclosed by law.

12.2 The Parties acknowledge and agree that information identified as confidential may be used to inform the Province's duty to consult with 'Namgis, and whether the Province's consultation obligations have been met.

12.3 The Parties acknowledge and agree that through the G2G Process, 'Namgis may provide the Province with culturally sensitive information about its Aboriginal Title, Rights or traditional use of the Plan Area or its Territory ("**Culturally Sensitive Information**"), and the Parties further acknowledge and agree that if 'Namgis notifies the Province in writing of any information as Culturally Sensitive Information, whether that Culturally Sensitive information was provided orally or in writing, the Parties will treat all Culturally Sensitive Information as confidential. Subject to the requirements of 12.1, neither Party will disclose any Culturally Sensitive Information to any third-party without the prior written consent of 'Namgis.

12.4 The Parties acknowledge and agree that the publication of the MLUP will place information in the public domain for the purposes of section 12.1 and the Parties further acknowledge and agree they will work collaboratively to ensure that any Culturally Sensitive Information is not disclosed through the MLUP except for as provided in section 12.3.

12.5 The Parties acknowledge and agree that when the Steering Committee is developing policies and procedures for engaging third-parties, including First Nations, local governments and industry stakeholders, that those policies and procedures will comply with Article 12.0 of this MOU.

13.0 USE AND OWNERSHIP OF PLANNING DATA

13.1 The Parties agree that:

- (a) unless otherwise agreed to by the Parties in writing, data, including any Culturally Sensitive Information, provided during the land use planning process will be solely for the use in that process and for no other purpose or use;
- (b) each Party will retain ownership of the information and data it provides to the other Party for the purpose of the land use planning process;
- (c) one Party's provision of information or data to the other Party does not vest the receiving Party with any right of ownership to that data or information; and
- (d) the Parties will jointly/equally own any data or information produced through collaboration during the land use planning process, including the MLUP.

14.0 DISPUTE RESOLUTION

14.1 The Parties agree that they will use the Steering Committee and the Executive Committee to resolve any disputes.

14.2 The Parties further agree that if, acting reasonably, they cannot resolve disputes according to the processes described above, that they may appoint a mediator, jointly agreed on by both Parties, to help the Parties resolve the dispute.

15.0 GENERAL PROVISIONS

15.1 This MOU is not legally binding and any acts performed in connection with it, cannot be used, construed or relied on by any party as evidence or admission of the nature, scope or content of any Aboriginal Rights or Title or Crown interests.

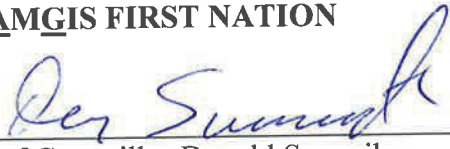
15.2 Consistent with sections 3.1(h), 3.4 and 12.2 above, 'N̓amgis or the Province may use any engagement between the Province and 'N̓amgis under this MOU and any associated documents, as evidence of the reasonableness, or lack thereof, of the Province's efforts to fulfil its constitutional duty to consult 'N̓amgis with respect to any Statutory Decisions undertaken with respect to the Consensus Recommendations.

15.3 The Parties agree that:

- (a) this MOU does not affirm, recognize, alter, abrogate or derogate from 'N̓amgis' Aboriginal Rights or Title; and
- (b) further processes, involving both the Province and 'N̓amgis, are required to establish the nature, content, scope and geographic extent of 'N̓amgis' Rights and Title within the Territory.

- 15.4 Unless terminated pursuant to section 15.5, the term for this MOU will begin on the Effective Date and continue until the Parties approve or reject the Consensus Recommendations.
- 15.5 Either Party may terminate this MOU by providing 30 days written notice to the other Party.
- 15.6 The Parties acknowledge and agree that a termination under section 15.5 may affect other agreements between them, or between a Party and third parties, and agree to act reasonably to mitigate any impacts of a termination under section 15.5 on such agreements.


'NAMGIS FIRST NATION



Chief Councillor Donald Svanvik

Date: 6 JAN 2021

**HER MAJESTY THE QUEEN IN
THE RIGHT OF BRITISH COLUMBIA**



Katrine Conroy
Minister of Forests, Lands,
Natural Resource Operations and Rural Development

Date: 18 Jan 2021

Appendix "B"

Map of the Plan Area

