

## Environmental Assessment and Protection Chapter

Sheet #1

**Negotiation of agreements for the coordination of environmental assessment requirements****Paragraph(s):** 1, 2**Parties:** Nisga'a Nation  
Canada (Canadian Environmental Assessment Agency)  
British Columbia**Activities:****Timing:**

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

**Planning Assumptions/Guidelines/Comments:**

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

**Final Agreement Provisions:**

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

meet the Parties' legal requirements concerning environmental assessments; and

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

**Related Provisions:**

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

General Provisions Chapter, paragraph(s) 49 - 51

Dispute Resolution Chapter, paragraph(s) 15 - 27

Appendix M-1 to M-5

## Environmental Assessment and Protection Chapter

Sheet #2

**Canada/British Columbia involvement in the Nisga'a Nation's environmental assessment processes****Paragraph(s):** 5

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

<b>Activities:</b>	<b>Timing:</b>
1. If a proposed project on Nisga'a Lands may reasonably be expected to have adverse environmental effects, the Nisga'a Nation will ensure that Canada and British Columbia receive timely notice of, and relevant available information on, the project and the potential adverse environmental effects.	as required
2. If a proposed project on Nisga'a Lands may reasonably be expected to have adverse environmental effects off Nisga'a Lands, or on federal or provincial interests referred to in the Final Agreement, the Nisga'a Nation will consult with Canada or British Columbia by: <ul style="list-style-type: none"> <li>a) notifying the other Party of the proposed project in sufficient detail to permit the other Party to prepare its views on the matter;</li> <li>b) if requested, providing sufficient information to permit Canada or British Columbia, as the case may be, to prepare its views on the matter;</li> <li>c) specifying a reasonable time for response;</li> <li>d) providing an opportunity for the other Party to present its views; and</li> <li>e) giving full and fair consideration to the other Party's views.</li> </ul>	as required
3. If there may be significant adverse environmental effects off Nisga'a Lands or on federal or provincial interests referred to in the Final Agreement, the Nisga'a Nation will ensure that Canada and British Columbia receive an opportunity to participate in any environmental assessment under Nisga'a laws related to those effects, in accordance with those laws.	as required

**Planning Assumptions/Guidelines/Comments:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

Environmental Assessment and Protection Chapter

Sheet #3

Nisga'a Nation involvement in federal and provincial environmental assessment processes

Paragraph(s): 6, 7

Parties: Nisga'a Nation  
Canada  
British Columbia

Activities:

Timing:

- |   |                    |
|---|--------------------|
| <p>1. If a proposed project off Nisga'a Lands may reasonably be expected to have adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands or Nisga'a interests set out in the Final Agreement, Canada or British Columbia, or both, will ensure that the Nisga'a Nation receives timely notice of, and relevant available information on, the project and the potential adverse environmental effects.</p>  | <p>as required</p> |
| <p>2. If a proposed project off Nisga'a Lands may reasonably be expected to have adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands or Nisga'a interests set out in the Final Agreement, Canada or British Columbia, or both, will consult with the Nisga'a Nation by:</p> <ul style="list-style-type: none"> <li>a) notifying the Nisga'a Nation of the proposed project in sufficient detail to permit it to prepare its views on the matter;</li> <li>b) if requested, providing sufficient information to permit the Nisga'a Nation to prepare its views on the matter;</li> <li>c) specifying a reasonable time for response;</li> <li>d) providing an opportunity for the Nisga'a Nation to present its views; and</li> <li>e) giving full and fair consideration to the Nisga'a Nation's views.</li> </ul> | <p>as required</p> |
| <p>3. If there may be significant adverse environmental effects on residents of Nisga'a Lands, Nisga'a Lands or Nisga'a interests set out in the Final Agreement, Canada or British Columbia, or both, will ensure that the Nisga'a Nation receives an opportunity to participate in any environmental assessment under federal or provincial laws related to those effects, in accordance with those laws.</p>   | <p>as required</p> |

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

#### **Planning Assumptions/Guidelines/Comments:**

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

#### **Final Agreement Provisions:**

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

will:

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

**Related Provisions:**

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

## Environmental Assessment and Protection Chapter

Sheet #4

## Response to environmental emergencies or disasters

Paragraph(s): 12, 13

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

## Activities:

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

## Timing:

as soon as practicable after occurrence

as soon as practicable after occurrence

as required

## Planning Assumptions/Guidelines/Comments:

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

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

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

## Final Agreement Provisions:

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



**Environmental Assessment and Protection Chapter**

**Sheet #5**

**Negotiation of agreements concerning specified federal environmental functions**

**Paragraph(s): 14**

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

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

**Final Agreement Provisions:**

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

## Environmental Assessment and Protection Chapter

Sheet #6

**Negotiation of agreements concerning specified provincial environmental protection functions****Paragraph(s):** 15, 16**Parties:** Nisga'a Nation  
British Columbia

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

Nisga'a Government Chapter

Sheet #1

Development and approval of Nisga'a Constitution

Paragraph(s): 9 - 11, Ratification Chapter 12

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

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

Final Agreement Provisions:

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

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

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

Ratification Chapter

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

## Nisga'a Government Chapter

Sheet #2

## Conduct of first elections for Nisga'a Government

Paragraph(s): 15, 25

Parties: Nisga'a Nation

## Activities:

1. The Nisga'a Nation will prepare for the first elections for Nisga'a Government by, among other things, developing and enacting a Nisga'a election act, publicizing information relating to the election, and printing ballots.
2. The Nisga'a Nation will conduct the first elections for Nisga'a Government in accordance with the Nisga'a Constitution and Nisga'a laws.

## Timing:

before the election date

no later than six months after the effective date

## Final Agreement Provisions:

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

## Related Provisions:

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

Nisga'a Government Chapter

Sheet #3

**Development and implementation of appeal and review mechanisms from administrative decisions of Nisga'a Institutions**

**Paragraph(s):** 16, 22

**Parties:** Nisga'a Government

**Activities:**

**Timing:**

- |   |   |
|---|---|
| <p>1. Nisga'a Government will develop appropriate procedures for appeals and reviews of administrative decisions of Nisga'a Public Institutions. In developing the appeal or review procedures referred to in paragraph 16 of the Nisga'a Government Chapter, Nisga'a Government will provide that individuals who are ordinarily resident within Nisga'a Lands who are not Nisga'a citizens may avail themselves of the appeal or review procedures.</p> | <p>as soon as practicable after the effective date</p>        |
| <p>2. Nisga'a Government will implement the procedures developed under activity 1.</p>  | <p>as soon as practicable after development of procedures</p> |

**Final Agreement Provisions:**

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

**Related Provisions:**

Nisga'a Government Chapter, paragraph(s) 17

## Nisga'a Government Chapter

Sheet #4

**Establishment and maintenance of a public registry of Nisga'a laws and procedures for the proclamation and publication of Nisga'a laws**

Paragraph(s): 18

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

**Activities:****Timing:**

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

**Final Agreement Provisions:**

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



## Nisga'a Government Chapter

Sheet #5

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

Paragraph(s): 19 - 21, 23

Parties: Nisga'a Government

## Activities:

## Timing:

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

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

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

as desired

## Final Agreement Provisions:

19. Nisga'a Government will consult with individuals who are ordinarily resident within Nisga'a Lands and who are not Nisga'a citizens about Nisga'a Government decisions that directly and significantly

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

**Related Provisions:**

Nisga'a Government Chapter, paragraph(s) 17

Nisga'a Government Chapter

Sheet #6

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

**Paragraph(s):** 27 - 29

**Parties:** Nisga'a Lisims Government  
Canada  
British Columbia

**Activities:**

**Timing:**

- |   |  |
|---|--|
| <p>1. Nisga'a Lisims Government will provide notice, in writing, to Canada and British Columbia of the intended first exercise of authority in respect of social services, health services, child and family services, adoption, or pre-school to Grade 12 education.</p>   | <p>before Nisga'a Lisims Government first exercises law making authority</p> |
| <p>2. Upon request, in writing, by Canada or British Columbia, Nisga'a Lisims Government will consult or otherwise discuss with Canada or British Columbia, as the case may be, in respect of the matters set out in paragraph 28 of the Nisga'a Government Chapter, by:</p> <ul style="list-style-type: none"> <li>a) notifying Canada or British Columbia, in writing, of the proposed Nisga'a laws in sufficient detail to permit Canada or British Columbia to prepare its views on the matter. The notification will specify a reasonable period of time for a response and provide an opportunity for Canada or British Columbia to present its views;</li> <li>b) if requested, providing sufficient information to permit Canada or British Columbia to prepare its views on the matter; and</li> <li>c) giving full and fair consideration of Canada's or British Columbia's views.</li> </ul> | <p>as soon as practicable after receipt of request</p>                       |
| <p>3. Canada, British Columbia or the Nisga'a Nation may initiate the negotiation of an agreement regarding any of the matters set out in paragraph 28 of the Nisga'a Government Chapter, by making a request, in writing, to one or both of the other Parties.</p>   | <p>as desired</p>  |
| <p>4. If desired, those Parties will negotiate and attempt to reach an agreement.</p>   | <p>as desired</p>  |
| <p>5. If those Parties reach an agreement, they will implement it in accordance with its terms and conditions.</p>  | <p>as agreed</p>   |

**Final Agreement Provisions:**

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

## Nisga'a Government Chapter

Sheet #7

## Consultation respecting the amendment of provincial social services laws

Paragraph(s): 30, 31

Parties: Nisga'a Lisims Government  
British Columbia

## Activities:

## Timing:

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

## Final Agreement Provisions:

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

## Nisga'a Government Chapter

Sheet #8

## Negotiation of agreements for human resource development services or programs

Paragraph(s): 68

Parties: Nisga'a Nation  
Canada  
British Columbia

## Activities:

## Timing:

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

## Final Agreement Provisions:

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

## Related Provisions:

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

**Solemnization of marriage by persons authorized by Nisga'a Lisims Government**

**Paragraph(s):** 77

**Parties:** Nisga'a Lisims Government  
British Columbia

<b>Activities:</b>	<b>Timing:</b>
1. Nisga'a Lisims Government will notify British Columbia of Nisga'a Lisims Government appointees authorized to solemnize marriages.	as required
2. British Columbia will register Nisga'a Lisims Government appointees as persons authorized to solemnize marriages under British Columbia laws.	as required

**Final Agreement Provisions:**

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

**Related Provisions:**

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

**Nisga'a Government Chapter**

**Sheet #10**

**Negotiation of agreements respecting the exchange of information**

**Paragraph(s):** 80

**Parties:** Nisga'a Lisims Government  
British Columbia  
Canada

**Activities:**

**Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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



Nisga'a Government Chapter

Sheet #11

**Negotiation of agreements for delivery of social services or programs for all individuals residing within Nisga'a Lands**

**Paragraph(s):** 81

**Parties:** Nisga'a Nation  
Canada  
British Columbia

**Activities:**

**Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

Nisga'a Government Chapter

Sheet #12

**Negotiation of agreements for health services or programs for all individuals residing within Nisga'a Lands**

**Paragraph(s):** 85

**Parties:** Nisga'a Nation  
Canada  
British Columbia

**Activities:**

**Timing:**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. If desired, a Party will initiate the negotiation of an agreement for Nisga'a Lisims Government delivery and administration of federal and provincial health services and programs for all individuals residing within Nisga'a Lands, in accordance with paragraph 85 of the Nisga'a Government Chapter, by delivering a written notice to the other Parties requiring the commencement of collaborative negotiations.</li> <li>2. The Parties will convene the first meeting of the collaborative negotiations.</li> <li>3. If collaborative negotiations terminate, in accordance with Appendix M-1, any Party may deliver a notice to the other Parties requiring commencement of a facilitated process.</li> <li>4. The Parties will attempt to agree to use one of the facilitation processes set out in paragraph 24 of the Dispute Resolution Chapter.</li> <li>5. If the Parties reach an agreement, they will implement it in accordance with its terms and conditions.</li> </ol> | <p>as desired</p> <p>within 21 days of delivery of notice</p> <p>within 15 days of termination</p> <p>within 30 days of delivery of notice</p> <p>as agreed</p> |
|---|---|

**Final Agreement Provisions:**

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

**Related Provisions:**

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

## Nisga'a Government Chapter

Sheet #13

### Negotiation of agreements for child and family services for Nisga'a children who do not reside on Nisga'a Lands

Paragraph(s): 92

Parties: Nisga'a Lisims Government  
British Columbia

**Activities:**

**Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

Nisga'a Government Chapter

Sheet #14

**Consent to the application of Nisga'a law to the adoption of children in the custody of the Director of Child Protection**

**Paragraph(s):** 98

**Parties:** Director of Child Protection  
Nisga'a Lisims Government

**Activities:**

**Timing:**

- |  |  |
|--|--|
| <p>1. If the Director of Child Protection, or a successor to that position, becomes the guardian of a Nisga'a child, that individual will:</p> <ul style="list-style-type: none"> <li>a) provide notice to Nisga'a Lisims Government that that individual is the guardian of the Nisga'a child;</li> <li>b) provide notice to Nisga'a Lisims Government of any plan for the Nisga'a child's care that could result in an application to adopt the Nisga'a child; and</li> <li>c) consent to the application of Nisga'a law to the adoption of that child, unless it is determined under provincial law that there are good reasons to believe it is in the best interests of the child to withhold consent.</li> </ul> | <p>as soon as practicable after becoming guardian</p> <p>as soon as practicable after making the plan</p> <p>as soon as practicable after receipt of notice of application</p> |
|--|--|

**Planning Assumptions/Guidelines/Comments:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

Nisga'a Government Chapter

Sheet #15

**Negotiation of agreements for Kindergarten to Grade 12 education for persons other than Nisga'a citizens residing within Nisga'a Lands and Nisga'a citizens residing off Nisga'a Lands**

**Paragraph(s):** 102

**Parties:** Nisga'a Lisims Government  
British Columbia

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

## Nisga'a Government Chapter

Sheet #16

**Notification of Nisga'a Government terms and conditions regarding gambling and gaming and consent to changes in policy or legislation respecting the regulation of gambling and gaming**

**Paragraph(s):** 108, 109

**Parties:** Nisga'a Government  
British Columbia  
Canada

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

**Planning Assumptions/Guidelines/Comments:**

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

**Final Agreement Provisions:**

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



## Nisga'a Government Chapter

Sheet #17

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

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

**Timing:**

as soon as practicable after designation

as soon as practicable after receipt of notification

**Final Agreement Provisions:**

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



## Administration of Justice Chapter

Sheet #1

## Establishment of a Nisga'a Police Board and a Nisga'a Police Service

Paragraph(s): 3 - 5, 8, 10, 11

Parties: Nisga'a Lisims Government  
British Columbia

## Activities:

## Timing:

- |   |  |
|---|--|
| <p>1. If Nisga'a Lisims Government decides to establish a Nisga'a Police Service, Nisga'a Lisims Government will:</p> <ul style="list-style-type: none"> <li>a) make laws to provide for the establishment, organization, composition, indemnification, and roles and responsibilities of a Nisga'a Police Board and a Nisga'a Police Service. These laws will include the provisions required by paragraph 4 of the Administration of Justice Chapter;</li> <li>b) request the approval of the Board's structure and membership qualifications by the Lieutenant Governor in Council; and</li> <li>c) recommend, to the Lieutenant Governor in Council, persons to be appointed to the Nisga'a Police Board.</li> </ul>                                  | <p>as desired</p>  |
| <p>2. If Nisga'a Lisims Government has made laws in accordance with paragraph 4 of the Administration of Justice Chapter, the Lieutenant Governor in Council will:</p> <ul style="list-style-type: none"> <li>a) approve the Nisga'a Police Board's structure and membership qualifications;</li> <li>b) approve any amendment to the structure or membership qualifications;</li> <li>c) appoint the individuals to the Nisga'a Police Board in accordance with paragraph 10 of the Administration of Justice Chapter,</li> </ul> <p>and will notify Nisga'a Lisims Government, in writing, of those approvals and appointments, and granting those approvals and making those appointments completes the establishment of the Nisga'a Police Board.</p> | <p>within a reasonable period of time after receipt of request and recommendations</p> |
| <p>3. The Nisga'a Police Board will carry out the responsibilities set out in the chapter, including paragraph 5 of the Administration of Justice Chapter, and Nisga'a Lisims Government will carry out the responsibilities set out the chapter, including paragraph 11 of the Administration of Justice Chapter.</p>  | <p>ongoing after establishment</p>   |

## Final Agreement Provisions:

3. If Nisga'a Lisims Government decides to establish a Nisga'a Police Service, Nisga'a Lisims

Government will make laws to provide for the establishment, organization, composition, indemnification, and roles and responsibilities of a Nisga'a Police Board and a Nisga'a Police Service.

4. Nisga'a laws under paragraph 3 will include provisions:
  - a. in substantial conformity with provincial legislation in respect of:
    - i. minimum standards for certification of members of the Nisga'a Police Service,
    - ii. the swearing in of the members of the Nisga'a Police Service and the Nisga'a Police Board,
    - iii. use of force by members of the Nisga'a Police Service,
    - iv. discipline and dismissal procedures for members of the Nisga'a Police Service, and
    - v. a public complaint procedure; and
  - b. compatible with provincial legislation in respect of:
    - i. selection standards for the members of the Nisga'a Police Service,
    - ii. a code of conduct for members of the Nisga'a Police Service,
    - iii. appropriate mechanisms to ensure police independence, accountability, and competence, and
    - iv. police operations.
5. The Nisga'a Police Board will:
  - a. be independent and accountable in accordance with the standards that apply generally to police boards in British Columbia;
  - b. provide general direction and training to the Nisga'a Police Service;
  - c. determine priorities and goals of the Nisga'a Police Service;
  - d. act as the employer of the members of the Nisga'a Police Service;
  - e. appoint members of the Nisga'a Police Service, including a chief constable who, under the direction of the Nisga'a Police Board, will have general supervision and command over the Nisga'a Police Service, and will have the powers and authorities necessary to direct the members of the Nisga'a Police Service;
  - f. make rules respecting standards for the administration of the Nisga'a Police Service, the prevention of neglect and abuse by its members, and the efficient discharge of their duties and functions;
  - g. enforce the code of conduct established for the Nisga'a Police Service and take any necessary disciplinary action; and
  - h. enter into agreements from time to time for training, specialized training, mutual support, assistance, and exchange of information and expertise.

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

**Related Provisions:**

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

## Administration of Justice Chapter

Sheet #2

## Negotiation of agreements and protocols for policing responsibilities

Paragraph(s): 14, 15, 18

Parties: Nisga'a Nation  
Canada  
British Columbia

## Activities:

## Timing:

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

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

### **Planning Assumptions/Guidelines/Comments:**

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

### **Final Agreement Provisions:**

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

### **Related Provisions:**

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

Administration of Justice Chapter

Sheet #3

**Negotiation by British Columbia and the Nisga'a Nation of agreements regarding Community Correction Services within Nisga'a Lands**

**Paragraph(s):** 24, 25

**Parties:** Nisga'a Nation  
British Columbia

**Activities:**

**Timing:**

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

**Final Agreement Provisions:**

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



**Related Provisions:**

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

General Provisions Chapter, paragraph(s) 49 - 51

Dispute Resolution Chapter, paragraph(s) 15 - 27

Appendix M-1 to M-5

## Administration of Justice Chapter

Sheet #4

### Negotiation by British Columbia and the Nisga'a Nation of agreements on Community Correction Services Outside Nisga'a Lands

Paragraph(s): 26

Parties: Nisga'a Nation  
British Columbia

**Activities:**

**Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

## Administration of Justice Chapter

Sheet #5

### Negotiation by Canada and the Nisga'a Nation of agreements regarding Community Correction Services

Paragraph(s): 28

Parties: Nisga'a Nation  
Canada

**Activities:****Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

Administration of Justice Chapter

Sheet #6

Establishment of the Nisga'a Court and the appointment of judges

Paragraph(s): 33, 36, 37

Parties: Nisga'a Lisims Government  
British Columbia

Activities:	Timing:
<p>1. If Nisga'a Lisims Government decides to establish a Nisga'a Court, Nisga'a Lisims Government will:</p> <ul style="list-style-type: none"> <li>a) make laws under paragraph 33 of the Administration of Justice Chapter to;                             <ul style="list-style-type: none"> <li>i) ensure that the Court and its judges comply with generally recognized principles in respect of judicial fairness, independence, and impartiality;</li> <li>ii) provide for means of supervision of judges by the Judicial Council of British Columbia or other similar means; and</li> <li>iii) provide procedures for appeals from decisions of the Nisga'a Court, and</li> </ul> </li> <li>b) request the approval of the Lieutenant Governor in Council of the Nisga'a Court's structure, procedures, and the method of selection of judges.</li> </ul>	<p>as desired</p>
<p>2. If Nisga'a Lisims Government has made laws in accordance with paragraph 33 of the Administration of Justice Chapter, the Lieutenant Governor in Council will approve the Nisga'a Court structure, procedures, and the method of selection of judges.</p>	<p>within a reasonable period of time after receipt of request</p>
<p>3. The Lieutenant Governor in Council will notify Nisga'a Lisims Government, in writing, of the approvals granted under activity 2, and the granting of all of these approvals completes the establishment of the Nisga'a Court.</p>	<p>as soon as practicable after approval</p>
<p>4. Nisga'a Lisims Government will appoint the judges of the Nisga'a Court.</p>	<p>after the establishment of the Nisga'a Court</p>

**Planning Assumptions/Guidelines/Comments:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

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

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

**Timing:**no later than 10  
years after the  
effective date

as agreed

**Final Agreement Provisions:**

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

**Related Provisions:**

General Provisions Chapter, paragraph(s) 36 - 41

**Indian Act Transition Chapter****Sheet #1****Validity of Wills for Members of Nisga'a Indian Bands****Paragraph(s):** 2**Parties:** Nisga'a Government  
Canada (Department of Indian Affairs and Northern Development, British Columbia Region)**Activities:****Timing:**

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

within a reasonable period of time before the effective date

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

**Final Agreement Provisions:**

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

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

**Related Provisions:***Indian Act* Transition Chapter, paragraph(s) 1

*Indian Act* Transition Chapter

Sheet #2

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

1. The Minister will administer sections 52, 52.2, 52.3, 52.3, 52.4 and 52.5 of the *Indian Act* with respect to the administration of any property to which a Nisga'a citizen who is an infant child of an Indian is entitled, if the Minister was administering that property under the *Indian Act* immediately before the effective date, until the duties of the Minister in respect of the administration have been discharged. as required

**Final Agreement Provisions:**

4. Sections 52, 52.2, 52.3, 52.4 and 52.5 of the *Indian Act* apply, with any modifications that the circumstances require, to the administration of any property to which a Nisga'a citizen who is an infant child of an Indian is entitled, if the Minister was administering that property under the *Indian Act* immediately before the effective date, until the duties of the Minister in respect of the administration have been discharged.



**Indian Act Transition Chapter**

Sheet #3

**Participation of persons who are not Nisga'a citizens in Nisga'a Public Institutions**

Paragraph(s): 5, 6

Parties: Nisga'a Government

**Activities:****Timing:**

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

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

**Final Agreement Provisions:**

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

## Capital Transfer and Negotiation Loan Repayment Chapter

Sheet #1

## Capital Transfer Payments

Paragraph(s): 1, 4

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

## Activities:

## Timing:

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

## Final Agreement Provisions:

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

## Related Provisions:

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

## Capital Transfer and Negotiation Loan Repayment Chapter

Sheet #2

## Negotiation Loan Repayment

Paragraph(s): 2 - 4

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

## Activities:

## Timing:

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

## Final Agreement Provisions:

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

## Related Provisions:

Capital Transfer and Negotiation Loan Repayment Chapter, Schedule B



## Fiscal Relations Chapter

Sheet #1

## Negotiation of fiscal financing agreements

Paragraph(s): 3, 9, 10, 12

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

## Activities:

## Timing:

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

## Final Agreement Provisions:

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

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

date, or for any other period that the Parties may agree while they attempt to reach a further fiscal financing agreement.

**Related Provisions:**

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

**Fiscal Relations Chapter**

**Sheet #2**

**Negotiation of agreement in respect of grants *in lieu* of property taxes**

**Paragraph(s):** 7

**Parties:** Nisga'a Nation  
Canada  
British Columbia

**Activities:**

**Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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



## Fiscal Relations Chapter

Sheet #3

## Negotiation of an own source revenue agreement

Paragraph(s): 14, 16, 18

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

## Activities:

## Timing:

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

## Final Agreement Provisions:

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

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

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

**Related Provisions:**

Fiscal Relations Chapter, paragraph(s) 15

General Provisions Chapter, paragraph(s) 49 - 51

Dispute Resolution Chapter, paragraph(s) 15 - 27

Appendix M-1 to M-5



## Taxation Chapter

Sheet #1

**Negotiation of agreements by Canada, British Columbia and the Nisga'a Nation for the provision of direct taxation authority and the coordination of taxation systems**

**Paragraph(s):** 3

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

**Activities:****Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

Taxation Chapter, paragraph(s) 4

Taxation Chapter

Sheet #2

Granting of remission of federal and provincial tax

Paragraph(s): 7 - 9

Parties: Canada (Department of Finance)  
British Columbia

Activities:

Timing:

- |   |   |
|---|---|
| <p>1. Canada and British Columbia, in accordance with paragraphs 7 and 8 of the Taxation Chapter, will each grant a remission of federal and provincial tax imposed or levied respecting:</p> <ul style="list-style-type: none"> <li>a) the estate or interest of an Indian in the lands that were Nisga'a Indian reserves immediately before the effective date and that are within Nisga'a Lands;</li> <li>b) the personal property of an Indian situated on those lands; and</li> <li>c) an Indian's ownership, occupation, possession or use of that property.</li> </ul> | <p>as of the effective date</p>   |
| <p>2. Draft the remission order and the documents required to give it effect. Canada's instrument to give effect will be an Order-in-Council.</p>   | <p>before the effective date</p>  |
| <p>3. The remission order will cease to apply with respect to transaction taxes.</p>  | <p>as of the first day of the first month that starts after the eighth anniversary of the effective date</p>                |
| <p>4. The remission order will cease to apply with respect to all other taxes.</p>  | <p>as of the first day of the first calendar year that starts on or after the twelfth anniversary of the effective date</p> |

Final Agreement Provisions:

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

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

**Related Provisions:**

Taxation Chapter, paragraph(s) 6

## Taxation Chapter

Sheet #3

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

Paragraph(s): 17

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

## Activities:

## Timing:

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

## Final Agreement Provisions:

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

Canada and British Columbia, upon request of Nisga'a Nation, will negotiate and attempt to reach agreement on the provision of a similar tax exemption for the Nisga'a Nation and Nisga'a Villages.



**Related Provisions:**

Taxation Chapter, paragraph(s) 13 - 16

**Taxation Chapter**

Sheet #4

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

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

**Final Agreement Provisions:**

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

**Related Provisions:**

Taxation Chapter, paragraph(s) 22

**Cultural Artifacts and Heritage Chapter**

**Sheet #1**

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

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

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

<b>Activities:</b>	<b>Timing:</b>
1. If Canada or the Nisga'a Nation considers that there may be an error in determining whether an artifact described in paragraph 3 of the Cultural Artifacts and Heritage Chapter is a Nisga'a artifact: <ul style="list-style-type: none"> <li>a) that Party will notify the other Party in writing; and</li> <li>b) Canada and the Nisga'a Nation will endeavour to determine whether the artifact is a Nisga'a artifact.</li> </ul>	as desired  within a reasonable period of time after receipt of notification
2. If Canada and the Nisga'a Nation are unable to determine whether the artifact is a Nisga'a artifact, they will refer the issue to the dispute resolution process set out in the Dispute Resolution Chapter.	as required
3. If it is determined under activity 1 or 2 that an artifact in the collection of the Canadian Museum of Civilization is a Nisga'a artifact and it is not listed on either Appendix L-1 or Appendix L-2, or if a Nisga'a artifact is permanently acquired by the Canadian Museum of Civilization after the effective date, Canada and the Nisga'a Nation will: <ul style="list-style-type: none"> <li>a) seek to reach agreement on the transfer of the artifact to the Nisga'a Nation;</li> <li>b) if an agreement is reached, transfer the artifact in accordance with paragraphs 8 - 11 (see Sheet # 3) of the Cultural Artifacts and Heritage Chapter and amend Appendix L-1 to include the artifact; and</li> <li>c) if no agreement is reached, amend Appendix L-2, in accordance with paragraphs 36 to 41 of the General Provisions Chapter, to include the artifact.</li> </ul>	as soon as practicable after determination
4. If it is determined that an artifact set out in Appendix L-1 is not a Nisga'a artifact:	as soon as practicable after determination

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

**Planning Assumptions/Guidelines/Comments:**

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

**Final Agreement Provisions:**

- 3. If the Nisga'a Nation or Canada considers that there may be an error in the determination of whether an artifact:
  - a. set out in Appendix L-1; or
  - b. in the permanent collection of the Canadian Museum of Civilization, including an artifact set out in Appendix L-2

is a Nisga'a artifact, they will endeavour to determine whether the artifact is a Nisga'a artifact.

- 5. A disagreement in respect of a determination under paragraph 3 or 4 of whether an artifact is a Nisga'a artifact is a disagreement within the meaning of the Dispute Resolution Chapter.
- 12. If, after the effective date:
  - a. a Nisga'a artifact is permanently acquired by the Canadian Museum of Civilization; or
  - b. it is determined under paragraph 3 or 5 that another artifact in the collection of the Canadian Museum of Civilization is a Nisga'a artifact

the artifact will be added to Appendix L-2 or, if the Canadian Museum of Civilization and the Nisga'a Nation agree, to Appendix L-1.

- 13. If it is determined under paragraph 3 or 5 that an artifact set out in Appendix L-1 is not a Nisga'a

artifact:

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

**Related Provisions:**

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

Cultural Artifacts and Heritage Chapter

Sheet #2

**Amendment of Appendices L-3 and L-4 resulting from permanent acquisitions by the Royal British Columbia Museum, the correction of errors or the resolution of disputes**

**Paragraph(s):** 4, 5, 27 - 30

**Parties:** Nisga'a Nation  
British Columbia

**Activities:**

**Timing:**

- |   |   |
|---|---|
| <p>1. If British Columbia or the Nisga'a Nation considers that there may be an error in determining whether an artifact described in paragraph 4 of the Cultural Artifacts and Heritage Chapter is a Nisga'a artifact:</p> <ul style="list-style-type: none"> <li>a) that Party will notify the other Party in writing; and</li> <li>b) British Columbia and the Nisga'a Nation will endeavour to determine whether the artifact is a Nisga'a artifact.</li> </ul>  | <p>as desired</p>                                 |
| <p>2. If British Columbia and the Nisga'a Nation are unable to determine whether the artifact is a Nisga'a artifact, they will refer the issue to the dispute resolution process set out in the Dispute Resolution Chapter.</p>   | <p>as required</p>                                |
| <p>3. If it is determined under activity 1 or 2 that the artifact is a Nisga'a artifact, or if a Nisga'a artifact is permanently acquired by the Royal British Columbia Museum after the effective date, the British Columbia and the Nisga'a Nation will:</p> <ul style="list-style-type: none"> <li>a) seek to reach agreement on the transfer of the artifact to Nisga'a Nation;</li> <li>b) if an agreement is reached, transfer the artifact in accordance with paragraphs 22 - 25 (see Sheet # 6) of the Cultural Artifacts and Heritage Chapter; and</li> <li>c) if no agreement is reached, amend Appendix L-4, in accordance with paragraphs 36 to 41 of the General Provisions Chapter, to include the artifact.</li> </ul> | <p>as soon as practicable after determination</p> |
| <p>4. If it is determined that an artifact set out in Appendix L-3 or L-4 is not a Nisga'a artifact:</p> <ul style="list-style-type: none"> <li>a) that appendix will be amended, in accordance with the Final Agreement amendment provisions, to remove the artifact; and</li> <li>b) if the artifact has been transferred to the Nisga'a Nation pursuant to paragraph 22 of the Cultural Artifacts and Heritage Chapter, the Nisga'a Nation will transfer the legal interests in and possession of the artifact</li> </ul>  | <p>as soon as practicable after determination</p> |

back to the Royal British Columbia Museum, unless the Nisga'a Nation and British Columbia otherwise agree.

**Final Agreement Provisions:**

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

**Related Provisions:**

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

Cultural Artifacts and Heritage Chapter

Sheet #3

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

Paragraph(s): 8 - 11

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

<b>Activities:</b>	<b>Timing:</b>
1. Until delivered to the Nisga'a Nation, Nisga'a artifacts will remain with the Canadian Museum of Civilization under the same terms and conditions as they are held on the effective date.	until delivered
2. If the Nisga'a Nation wishes to receive artifacts set out in Appendix L-1 before the fifth anniversary of the effective date or before the fifth anniversary of the date on which the artifacts were included in Appendix L-1:	as desired
a) it will request, in writing, that the Canadian Museum of Civilization transfer those artifacts; and	
b) the Canadian Museum of Civilization will transfer those artifacts, as soon as practicable after receipt of the request, in accordance with activity 4.	
3. If Canada or the Nisga'a Nation wishes to have the delivery of artifacts set out in Appendix L-1 take place after the fifth anniversary of the effective date or after the fifth anniversary of the date on which the artifacts were included in Appendix L-1, that Party will initiate discussions with the other Party and attempt to reach agreement on a transfer date.	as desired
4. The Canadian Museum of Civilization will transfer the artifacts set out in Appendix L-1 by:	five years from the effective date or the date that the artifact was included in Appendix L-1, unless another date is determined under activity 2 or 3
a) preparing documentation respecting transfer of legal interests and possession;	
b) determining transportation arrangements in accordance with the practices of the Canadian Museum of Civilization prevailing at the time;	
c) notifying the Nisga'a Nation of transportation arrangements;	
d) arranging specific details for receipt of artifacts by the Nisga'a Nation; and	
e) delivering artifacts to the Nisga'a Nation.	

Final Agreement Provisions:

8. The Canadian Museum of Civilization will transfer to the Nisga'a Nation without condition all its



legal interests in, and possession of, the Nisga'a artifacts set out in Appendix L-1:

- a. as soon as practicable following a request by the Nisga'a Nation;
  - b. if there is no request by the Nisga'a Nation, five years after the effective date or the date that the artifact was included in Appendix L-1, whichever date is later; or
  - c. by any other date agreed to by the Canadian Museum of Civilization and the Nisga'a Nation.
9. The transfer of the legal interests in, and possession of, the Nisga'a artifacts under paragraph 8 is deemed to occur when those artifacts arrive at a location for delivery designated in writing by the Nisga'a Nation.
10. If the Nisga'a Nation does not designate a location for delivery, the Canadian Museum of Civilization will deliver those artifacts to the address for the Nisga'a Nation set out in the General Provisions Chapter.
11. The Canadian Museum of Civilization:
- a. will continue to hold the Nisga'a artifacts set out in Appendix L-1 under the same terms and conditions as they are held on the effective date, until they are transported to the Nisga'a Nation;
  - b. will not be liable for any loss or damage to those Nisga'a artifacts unless the loss or damage results from dishonesty, gross negligence, or malicious or wilful misconduct of its employees or agents; and
  - c. will determine the transportation arrangements for, and will transport, those Nisga'a artifacts in accordance with the prevailing practices of the Canadian Museum of Civilization for transportation of artifacts to museums.

**Related Provisions:**

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

## Cultural Artifacts and Heritage Chapter

Sheet #4

## Negotiation of custodial agreements for Nisga'a artifacts set out in Appendix L-2

Paragraph(s): 17 - 19

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

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

## Planning Assumptions/Guidelines/Comments:

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

## Final Agreement Provisions:

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

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

**Related Provisions:**

Cultural Artifacts & Heritage Chapter, paragraph(s) 15, 16

General Provisions Chapter, paragraph(s) 49 - 51

Dispute Resolution Chapter, paragraph(s) 15 - 27

Appendix L-2, M-1 to M-5

Cultural Artifacts and Heritage Chapter

Sheet #5

**Consultation and exercise of rights of first refusal in the event of a proposed transfer of the legal interest in a Nisga'a artifact set out Appendix L-1 or L-2**

**Paragraph(s):** 20

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

**Activities:**

**Timing:**

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

and the Party proposing the transfer will indicate that the other Party may exercise its right of first refusal under paragraph 20 of the Cultural Artifacts and Heritage Chapter.

as soon as practicable after proposal to transfer

2. The other Party may exercise its right of first refusal to acquire the artifact on the proposed terms.

at any time before the execution of the proposed transfer

**Planning Assumptions/Guidelines/Comments:**

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

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

**Final Agreement Provisions:**

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

**Related Provisions:**

Appendix L-1, L-2

## Cultural Artifacts and Heritage Chapter

Sheet #6

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

Paragraph(s): 22 - 25

Parties: Nisga'a Nation  
British Columbia

## Activities:

## Timing:

- |  |  |
|--|--|
| 1. Until delivered to the Nisga'a Nation, Nisga'a artifacts will remain with the Royal British Columbia Museum under the same terms and conditions as they are held on the effective date.   | until delivered  |
| 2. If the Nisga'a Nation wishes to receive artifacts set out in Appendix L-3 before the fifth anniversary of the effective date or before the fifth anniversary of the date on which the artifacts were included in Appendix L-3:  | as desired   |
| a) it will request, in writing, that the Royal British Columbia Museum transfer those artifacts; and   |  |
| b) the Royal British Columbia Museum will transfer those artifacts, as soon as practicable after receipt of the request, in accordance with activity 4.  |  |
| 3. If British Columbia or the Nisga'a Nation wishes to have the delivery of artifacts set out in Appendix L-3 take place after the fifth anniversary of the effective date or after the fifth anniversary of the date on which the artifacts were included in Appendix L-3, that Party will initiate discussions with the other Party and attempt to reach agreement on a transfer date. | as desired   |
| 4. The Royal British Columbia Museum will transfer the artifacts set out in Appendix L-3 by:   | five years from the effective date or the date that the artifact was included in Appendix L-3, unless another date is determined under activity 2 or 3 |
| a) preparing documentation respecting transfer of legal interests and possession;  |  |
| b) determining transportation arrangements in accordance with the practices of the Royal British Columbia Museum prevailing at the time;   |  |
| c) notifying the Nisga'a Nation of transportation arrangements;  |  |
| d) arranging specific details for receipt of artifacts by the Nisga'a Nation; and  |  |
| e) delivering artifacts to the Nisga'a Nation.   |  |

## Planning Assumptions/Guidelines/Comments:

It is anticipated that the Royal British Columbia Museum will represent British Columbia for the purposes of

activities 2 - 4.

**Final Agreement Provisions:**

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

**Related Provisions:**

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

## Cultural Artifacts and Heritage Chapter

Sheet #7

### Negotiation of custodial agreements respecting Nisga'a artifacts set out in Appendix L-4

Paragraph(s): 31 - 33

Parties: British Columbia  
Nisga'a Nation

**Activities:**

**Timing:**

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

**Planning Assumptions/Guidelines/Comments:**

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

**Final Agreement Provisions:**

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



Royal British Columbia Museum.

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

**Related Provisions:**

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

## Cultural Artifacts and Heritage Chapter

Sheet #8

### Negotiation of agreements by the Nisga'a Nation and British Columbia respecting Nisga'a artifacts

Paragraph(s): 34

Parties: Nisga'a Nation  
British Columbia

**Activities:**

**Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**

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

**Cultural Artifacts and Heritage Chapter**

**Sheet #9**

**Facilitation of the Nisga'a Nation's access to other public and private collections**

**Paragraph(s):** 35

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

**Activities:**

**Timing:**

- |   |  |
|---|--|
| <p>1. At the written request of the Nisga'a Nation, Canada will use reasonable efforts to facilitate Nisga'a Nation's access to other public and private collections.</p>               | <p>as soon as practicable after receipt of request</p> |
| <p>2. At the written request of the Nisga'a Nation, British Columbia will use reasonable efforts to facilitate the Nisga'a Nation's access to other public and private collections.</p> | <p>as soon as practicable after receipt of request</p> |

**Final Agreement Provisions:**

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

## Cultural Artifacts and Heritage Chapter

Sheet #10

## Development and continuation of processes to manage heritage sites

Paragraph(s): 36 - 39

Parties: British Columbia  
Nisga'a Government

## Activities:

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

## Timing:

until Nisga'a  
Government  
develops processes

as required

## Planning Assumptions/Guidelines/Comments:

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

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

## Final Agreement Provisions:

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

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

**Related Provisions:**

Nisga'a Government Chapter, paragraph(s) 18

## Cultural Artifacts and Heritage Chapter

Sheet #11

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

Paragraph(s): 41

Parties: British Columbia  
Nisga'a Nation

## Activities:

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

## Timing:

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

within a reasonable period of time after notification

within a reasonable period of time after decision not to transfer

## Final Agreement Provisions:

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

## Related Provisions:

Cultural Artifacts &amp; Heritage Chapter, paragraph(s) 34

## Cultural Artifacts and Heritage Chapter

Sheet #12

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

Paragraph(s): 42

Parties: Canada  
Nisga'a Nation

## Activities:

## Timing:

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

## Final Agreement Provisions:

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

**Cultural Artifacts and Heritage Chapter**

**Sheet #13**

**Delivery of human remains of Nisga'a ancestry removed from a heritage site**

**Paragraph(s): 43**

**Parties:**  
**Canada**  
**Nisga'a Nation**  
**British Columbia**

**Activities:**

**Timing:**

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

**Final Agreement Provisions:**

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



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

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

**Timing:**

before altering the boundaries

**Final Agreement Provisions:**

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

**Related Provisions:**

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



## Dispute Resolution Chapter

Sheet #1

## Resolution of disputes through informal discussions or formal Dispute Resolution processes

Paragraph(s): 7, 11, 15 - 17, 19 - 27, 38 - 41, 43, 44

Parties: Nisga'a Nation  
Canada  
British Columbia

## Activities:

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

## Timing:

- as desired
- as soon as practicable after decision to invoke Chapter
- as required
- as required

## Final Agreement Provisions:

7. This Chapter only applies to:
  - a. a conflict or dispute respecting:
    - i. the interpretation, application, or implementation of this Agreement, or
    - ii. a breach or anticipated breach of this Agreement;
  - b. a conflict or dispute, where provided for in this Agreement; or
  - c. negotiations required to be conducted under any provision of this Agreement that provides that the Parties, or any of them, "will negotiate and attempt to reach agreement".

11. The Parties desire and expect that most disagreements will be resolved by informal discussions between or among the Parties, without the necessity of invoking this Chapter.
15. If a disagreement is not resolved by informal discussion, and a Party directly engaged in the disagreement wishes to invoke this Chapter, that Party will deliver a written notice, as required under Appendix M-1, as soon as practicable to the other Parties, requiring the commencement of collaborative negotiations.
16. Upon receiving the notice under paragraph 15, a Party directly engaged in the disagreement will participate in the collaborative negotiations.
17. A Party not directly engaged in the disagreement may participate in the collaborative negotiations by giving written notice to the other Parties, preferably before the collaborative negotiations commence.
19. Collaborative negotiations terminate in the circumstances set out in Appendix M-1.
20. Within 15 days of termination of collaborative negotiations that have not resolved the disagreement, a Party directly engaged in a disagreement, by delivering a notice to the other Parties, may require the commencement of a facilitated process.
21. A notice under paragraph 20:
  - a. will include the name of the Party or Parties directly engaged in the disagreement and a summary of the particulars of the disagreement; and
  - b. may propose the use of a particular facilitated process described in paragraph 24.
22. Upon receiving a notice under paragraph 20, a Party directly engaged in the disagreement will participate in a facilitated process described in paragraph 24.
23. A Party not directly engaged in the disagreement may participate in the facilitated process by giving written notice to the other Parties within 15 days of delivery of a notice under paragraph 20.
24. Within 30 days after delivery of a notice under paragraph 20, the Parties directly engaged in the disagreement will attempt to agree to use one of the following processes:
  - a. mediation under Appendix M-2;
  - b. technical advisory panel under Appendix M-3;
  - c. neutral evaluation under Appendix M-4;
  - d. elders advisory council under Appendix M-5; or
  - e. any other non-binding dispute resolution process assisted by a neutraland if they fail to agree, they will be deemed to have selected mediation under Appendix M-2.
25. A facilitated process terminates:
  - a. in the circumstances set out in the applicable Appendix; or

- b. as agreed by the participating Parties, if an Appendix does not apply.
26. In order to enhance the prospect of reaching agreement, the Parties participating in collaborative negotiations or a negotiation component of a facilitated process will:
- a. at the request of a participating Party, provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated;
  - b. make every reasonable effort to appoint negotiating representatives with sufficient authority to reach an agreement, or with ready access to such authority; and
  - c. negotiate in good faith.
27. Any agreement reached in a process under this Chapter:
- a. will be:
    - i. recorded in writing,
    - ii. signed by authorized representatives of the Parties to the agreement, and
    - iii. delivered to all Parties; and
  - b. is binding only on the Parties who have signed the agreement.
38. Subject to paragraph 39, at any time a Party may commence proceedings in the Supreme Court of British Columbia in respect of a disagreement.
39. A Party may not commence judicial proceedings in respect of a disagreement if the disagreement:
- a. is required to be referred to arbitration under paragraph 28 or has been agreed to be referred to arbitration under paragraph 29;
  - b. has not been referred to collaborative negotiations or a facilitated process as required under this Chapter; or
  - c. has been referred to collaborative negotiations or a facilitated process that has not yet been terminated.
40. Nothing in subparagraph 39(a) prevents an arbitral tribunal or the participating Parties from requesting the Supreme Court of British Columbia to make a ruling respecting a question of law as permitted in Appendix M-6.
41. If, in any judicial or administrative proceeding, an issue arises in respect of:
- a. the interpretation or validity of this Agreement; or
  - b. the validity, or applicability of:
    - i. any settlement legislation, or
    - ii. any Nisga'a law

the issue will not be decided until the party raising the issue has properly served notice on the Attorney General of British Columbia, the Attorney General of Canada, and Nisga'a Lisims Government.

43. Except as provided otherwise in the Appendices, each participating Party will bear the costs of its own participation, representation, and appointments in collaborative negotiations, a facilitated process, or an arbitration, conducted under this Chapter.
44. Subject to paragraph 43 and except as provided otherwise in the Appendices, the participating Parties will share equally all costs of collaborative negotiations, a facilitated process, or an arbitration, conducted under this Chapter.

**Related Provisions:**

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

## Dispute Resolution Chapter

Sheet #2

## Adjudication of specified disputes by arbitration

Paragraph(s): 28 - 34, 43, 44

Parties: Nisga'a Nation  
Canada  
British Columbia

## Activities:

## Timing:

1. If a disagreement arises out of any provision of the Final Agreement that provides that a matter will be "finally determined by arbitration", the matter will be referred to arbitration by a Party directly engaged in the disagreement delivering a notice to all Parties, as required under Appendix M-6. as required
2. A Party not directly engaged in the disagreement is entitled to be, and will be added as a party to the arbitration of that disagreement, upon delivering a written notice to the participating Parties. within 15 days of receipt of notice under activity 1
3. An arbitral tribunal may make an order adding a Party as a participating Party at any time, if the arbitral tribunal considers that:
  - a) the participating Parties will not be unduly prejudiced; or
  - b) the issues stated in the pleadings are materially different from those identified in the notice to arbitrate under activity 1

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

as desired
4. An arbitral award is final and binding on all the Parties, except as set out in paragraph 34 of the Dispute Resolution Chapter.
5. Except as provided otherwise in the Appendices to the Dispute Resolution Chapter, each participating Party will bear the costs of its own participation, representation and appointments in an arbitration conducted under the Dispute Resolution Chapter. as required
6. Except as provided otherwise in the Appendices to the Dispute Resolution Chapter, the participating Parties will share equally all costs of an arbitration conducted under the Dispute Resolution Chapter. as required

**Final Agreement Provisions:**

28. After the later of termination of collaborative negotiations, or of a required facilitated process, in respect of a disagreement arising out of any provision of this Agreement that provides that a matter will be “finally determined by arbitration”, the disagreement will, on the delivery of a notice by a Party directly engaged in the disagreement, to all Parties as required under Appendix M-6, be referred to and finally resolved by arbitration in accordance with that Appendix.
29. After the later of termination of collaborative negotiations, or a required facilitated process, in respect of any disagreement, other than a disagreement referred to in paragraph 28, and with the written agreement of all Parties directly engaged in the disagreement, the disagreement will be referred to, and finally resolved by, arbitration in accordance with Appendix M-6.
30. If two Parties make a written agreement under paragraph 29, they will deliver a copy of the agreement as soon as practicable to the other Party.
31. Upon delivering a written notice to the participating Parties to the arbitration within 15 days after receiving a notice under paragraph 28 or copy of a written agreement under paragraph 30, a Party not directly engaged in the disagreement is entitled to be, and will be added as, a party to the arbitration of that disagreement whether or not that Party has participated in collaborative negotiations or a required facilitated process.
32. Despite paragraph 31, an arbitral tribunal may make an order adding a Party as a participating Party at any time, if the arbitral tribunal considers that:
  - a. the participating Parties will not be unduly prejudiced; or
  - b. the issues stated in the pleadings are materially different from those identified in the notice to arbitrate under paragraph 28 or the written agreement to arbitrate in paragraph 29and, in that event, the arbitral tribunal may make any order it considers appropriate or necessary in the circumstances respecting conditions, including the payment of costs, upon which the Party may be added.
33. An arbitral award is final and binding on all Parties whether or not a Party has participated in the arbitration.
34. Despite paragraph 33, an arbitral award is not binding on a Party that has not participated in the arbitration if:
  - a. the Party did not receive copies of:
    - i. the notice of arbitration or agreement to arbitrate, or
    - ii. the pleadings and any amendments or supplements to the pleadings; or
  - b. the arbitral tribunal refused to add the Party as a participating Party to the arbitration under paragraph 32.
43. Except as provided otherwise in the Appendices, each participating Party will bear the costs of its own participation, representation, and appointments in collaborative negotiations, a facilitated process, or an arbitration, conducted under this Chapter.



44. Subject to paragraph 43 and except as provided otherwise in the Appendices, the participating Parties will share equally all costs of collaborative negotiations, a facilitated process, or an arbitration, conducted under this Chapter.

**Related Provisions:**

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



## Eligibility and Enrolment Chapter

Sheet #1

## Establishment and responsibilities of the Enrolment Committee

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

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

<b>Activities:</b>	<b>Timing:</b>
1. The General Executive Board of the Nisga'a Tribal Council will adopt the rules for the Enrolment Committee.	before appointing members to Enrolment Committee
2. The General Executive Board of the Nisga'a Tribal Council will establish the Enrolment Committee by appointing 8 members (two from each Nisga'a tribe, selected by their tribe).	as agreed
3. The Nisga'a Tribal Council will notify Canada and British Columbia, in writing, of the members of the Enrolment Committee.	as soon as practicable after appointment
4. The Enrolment Committee will carry out its responsibilities as identified in paragraph 11 of the Eligibility and Enrolment Chapter and the Enrolment Committee Workplan.	October 1, 1997 to September 30, 1999
5. The Enrolment Committee will:	before the ratification referendum
a) provide the Ratification Committee with the name of each individual who is enrolled, and any other information requested by the Ratification Committee; and	
b) if the Enrolment Committee forms the opinion that the applicant will be refused enrolment, provide the applicant with a reasonable opportunity to present further information or representations, in accordance with the enrolment rules.	
6. The Enrolment Committee will provide a copy of the Enrolment Register to Nisga'a Government, Canada and British Columbia.	each year or as requested
7. The Enrolment Committee will make a decision in respect of every application received before the end of the initial enrolment period.	by September 30, 1999 or as soon as practicable thereafter
8. On dissolution, the Enrolment Committee will provide all of its records to Nisga'a Nation.	after decisions made on every application

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

**Final Agreement Provisions:**

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

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

**Related Provisions:**

Eligibility and Enrolment Chapter, paragraph(s) 9

## Eligibility and Enrolment Chapter

Sheet #2

## Establishment and responsibilities of the Enrolment Appeal Board

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

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

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

## Final Agreement Provisions:

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

**Related Provisions:**

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

## Eligibility and Enrolment Chapter

Sheet #3

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

Paragraph(s): 33

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

**Activities:****Timing:**

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

**Final Agreement Provisions:**

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

**Related Provisions:**



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



## Implementation Chapter

Sheet #1

## Negotiation and establishment of the Implementation Plan

Paragraph(s): 1 - 4

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

**Activities:****Timing:**

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

**Final Agreement Provisions:**

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

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

## Implementation Chapter

Sheet #2

## Establishment of the Implementation Committee

Paragraph(s): 5

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

**Activities:****Timing:**

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

**Final Agreement Provisions:**

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



## Ratification Chapter

Sheet #1

## Nisga'a ratification of the Nisga'a Final Agreement

Paragraph(s): 2

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

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

**Final Agreement Provisions:**

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

## Ratification Chapter

Sheet #2

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

Paragraph(s): 4, 5, 9

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

**Activities:**

**Timing:**

- |   |  |
|---|--|
| <p>1. Canada, British Columbia and the General Executive Board of the Nisga'a Tribal Council named their representatives to the Ratification Committee.</p>   | <p>before the initialling of the Nisga'a Final Agreement</p> |
| <p>2. The Committee will:</p> <ul style="list-style-type: none"> <li>a) prepare and publish the preliminary list of voters based on information provided by the enrolment and eligibility list;</li> <li>b) provide the Nisga'a Nation with reasonable opportunity to review substance and detail of proposed Nisga'a Final Agreement;</li> <li>c) prepare and publish an official voters list;</li> <li>d) update the official voters list by: <ul style="list-style-type: none"> <li>i) adding names of individuals whom the Ratification committee determines to be eligible in accordance with paragraph 6;</li> <li>ii) adding individuals as per paragraph 8 of the Ratification Chapter;</li> <li>iii) removing official voters that have died on or before the last day of voting without having voted; and</li> <li>iv) removing official voters ruled to be incapacitated in accordance with paragraph 5(d)(iv) of the Ratification Chapter;</li> </ul> </li> <li>e) approve the form and content of the ballot;</li> <li>f) authorize and provide general direction to voting officers;</li> </ul> | <p>as per the Ratification Committee rules</p>               |



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

#### **Final Agreement Provisions:**

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

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

**Related Provisions:**

Ratification Chapter, paragraph(s) 6 - 8

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

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

**Final Agreement Provisions:**

10. Ratification of this Agreement by Canada requires:
- a. that this Agreement be signed by a Minister of the Crown authorized by the Governor in Council;  
and
  - b. the enactment of federal settlement legislation giving effect to this Agreement.

**Related Provisions:**

General Provisions Chapter, paragraph(s) 4, 29

## Ratification Chapter

Sheet #4

**Ratification of the proposed Nisga'a Final Agreement by British Columbia****Paragraph(s):** 11**Parties:** British Columbia**Activities:****Timing:**

- |   |                |
|---|----------------|
| 1. A representative of British Columbia will initial the Nisga'a Final Agreement.   | August 4, 1998 |
| 2. Settlement legislation will be drafted and presented to the Provincial Legislature.  | as required    |
| 3. British Columbia will have ratified the Nisga'a Final Agreement when the requirements of paragraph 11 of the Ratification Chapter have been met. | as required    |

**Final Agreement Provisions:**

11. Ratification of this Agreement by British Columbia requires:
  - a. that this Agreement be signed by a Minister of the Crown authorized by the Lieutenant Governor in Council; and
  - b. the enactment of provincial settlement legislation giving effect to this Agreement.

## Communication Strategy

The purpose of this communication strategy is to provide for the effective communication of information about the content and implementation of the Nisga'a Final Agreement.

Following are some specific activities identified by the Nisga'a Nation, Canada, and British Columbia as having the potential to contribute to meeting the objectives of the Parties:

- a) In order to assist in the effective implementation of the Nisga'a Final Agreement, the Nisga'a Nation, Canada and British Columbia will conduct workshops or undertake other activities to ensure that their respective employees, agents and contractors are aware of and understand the impact of the Nisga'a Final Agreement and the Implementation Plan for the Nisga'a Final Agreement on the performance of their duties.
- In order to promote awareness of the Nisga'a Final Agreement among members of the public who are interested in or affected by it, the Nisga'a Nation, Canada and British Columbia will undertake activities to make public and explain the Nisga'a Final Agreement and the Implementation Plan for the Nisga'a Final Agreement. The Nisga'a Nation, Canada and British Columbia will consider using methods such as:
  - regular publications
  - special publications
  - computer-based information
  - public service announcements
  - news releases or communiques
  - public information meetings
  - workshops for public groups with specific interests

When the Parties are undertaking activities in support of this communications strategy they will, if they agree that it is desirable, conduct communications activities jointly.



## Guidelines for the Operation of the Implementation Committee

The following are guidelines for the operation of the Implementation Committee referred to in paragraph 5 of the Implementation Chapter of the Nisga'a Final Agreement.

1. The Implementation Committee is established to:
  - a) provide a forum for the Parties to discuss the implementation of the Nisga'a Final Agreement;
  - b) facilitate communication and the sharing of information among the Parties to assist in the implementation of the Nisga'a Final Agreement;
  - c) attempt to resolve implementation issues that may arise from time to time, without limiting, in any way, the opportunities provided in the Dispute Resolution Chapter of the Nisga'a Final Agreement;
  - d) make amendments to Annex A, B, or C, when it deems necessary; and
  - e) develop and provide annual reports on the implementation of the Nisga'a Final Agreement to the Minister of Indian Affairs and Northern Development, British Columbia and Nisga'a Lisims Government. Canada will be responsible for publishing those annual reports.
2. The Implementation Committee will establish its procedures.
3. The Implementation Committee will meet as often as necessary to carry out its responsibilities and, in any event, will meet at least once per year. The Committee will meet in British Columbia, unless it agrees otherwise and at least one meeting per year will be in the Nass Valley.
4. Any decision of the Implementation Committee will require the consensus of the Committee's members.
5. After the ninth anniversary of the effective date of the Nisga'a Final Agreement, the Implementation Committee will provide advice to the Parties concerning the implementation of the Nisga'a Final Agreement beyond the tenth anniversary of the effective date. If the Committee is unable to reach consensus on this advice, it will submit the advice of each of its members to the Parties.