

LONG TERM OIL AND GAS AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY THE MINISTER OF ENERGY, MINES
AND PETROLEUM RESOURCES,
AND THE COMMISSIONER OF THE OIL AND GAS COMMISSION**

(collectively “British Columbia”)

AND:

**DOIG RIVER FIRST NATION, as represented by its Chief and Council
PROPHET RIVER FIRST NATION, as represented by its Chief and Council
and WEST MOBERLY FIRST NATIONS, as represented by its Chief and Council**

**(collectively “the Treaty 8 First Nations” and
individually “a Treaty 8 First Nation”)**

(collectively “the Parties” and individually a “Party”)

PREAMBLE

WHEREAS:

- A. The *Constitution Act, 1982*, section 35(1) states, “the existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed”;
- B. The Treaty 8 First Nations are signatories to Treaty No. 8 and have rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- C. British Columbia and the Treaty 8 First Nations are parties to the Amended Economic Benefits Agreement, 2009, effective December 8, 2009, as amended from time to time (the “AEBA”);
- D. The Treaty 8 First Nations are concerned about the effects of oil and gas development on the exercise of their respective Treaty 8 First Nations’ rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, and have an interest in working with British Columbia to create meaningful opportunities for their engagement with British Columbia on several aspects of oil and gas development;

- E. British Columbia wishes to develop its oil and gas resources in a safe and environmentally responsible manner, while meeting its legal obligations to the Treaty 8 First Nations; and it is interested in engaging the Treaty 8 First Nations in various aspects of the processes related to oil and gas development;
- F. The Parties wish to improve their relationships with one another through improved reporting of Treaty 8 First Nation complaints, incidents and compliance matters; setting out a tenure consultation process; and providing opportunities for Treaty 8 First Nations to provide input into major oil and gas policy and regulatory development;
- G. The Parties also wish to provide the Treaty 8 First Nations with more opportunities to become involved in various aspects of reclamation of oil and gas sites;
- H. The Parties acknowledge that British Columbia and First Nations representatives are engaged in discussions to develop a “New Relationship” between the Province and First Nations and that those discussions may result in new arrangements and enhanced relationships between the Province and First Nations in British Columbia; and
- I. The Parties acknowledge that this Agreement reflects the nature of an emerging new relationship between British Columbia and the Treaty 8 First Nations.

THEREFORE the Parties agree as follows.

1.0 DEFINITIONS

In this Agreement and the preamble:

“**Administrative Areas**” means the areas referred to in section 3.1 of this Agreement;

“**AEBA, 2009**” means the Amended Economic Benefits Agreement, 2009, between British Columbia and the Doig River, Prophet River and West Moberly First Nations, effective December 8, 2009;

“**Completed Agreement**” means an agreement on the subject matter of revenue sharing or resource management entered into between British Columbia and each of the three Treaty 8 First Nations which British Columbia and the three Treaty 8 First Nations agree to designate as a “Completed Agreement” for the purposes of the AEBA, 2009;

“**Consultation Process Agreement**” means an Agreement between the Oil and Gas Commission and a Treaty 8 First Nation that describes the process for consultation between the parties with respect to Oil and Gas Activities that have the potential to adversely impact the exercise by the First Nation of rights recognized and affirmed by section 35(1) of the Constitution Act, 1982, dated for reference December 1, 2006.

“Emergency Response Plans” means those plans, developed by Industry, for dealing with emergencies, as required by British Columbia, or otherwise; **“Industry”** means companies and other entities involved in oil and gas activities and related activities in the province of British Columbia;

“Level 2 and Level 3 Incidents” have the meaning ascribed to them in the BC Oil and Gas Commission Emergency Response Plan Requirements;

“MEMPR” means the Ministry of Energy, Mines and Petroleum Resources as established under the *Ministry of Energy and Mines Act* [RSBC 1996], as amended;

“Notice of Public Tender” means the notice of a public tender respecting the intended disposition of Crown petroleum and gas rights pursuant to section 71 of the *Petroleum and Natural Gas Act* [RSBC 1996], as amended;

“Oil and Gas Activity Sites” means sites related to oil and gas exploration for which the approval of the Oil and Gas Commission is required, and includes, but is not limited to, seismic, well sites, access roads, pipelines, and processing facilities;

“OGC” means the Oil and Gas Commission as established under the *Oil and Gas Commission Act* [SBC 1998], as amended;

“Parties” means the four parties to this Agreement and **“Party”** means any one of them, as appropriate to the context;

“Proposed Parcel” means an area described, based on the Petroleum and Natural Gas Grid, underlying which the Crown petroleum and natural gas rights are being considered for inclusion in a scheduled disposition of Crown petroleum and natural gas rights;

“Referral Package” means the information, descriptions and maps concerning a Proposed Parcel provided by MEMPR to a Treaty 8 First Nation;

“Term” means any term attached to a disposition of Crown petroleum or natural gas rights pursuant to section 71 of the *Petroleum and Natural Gas Act* [RSBC 1996], as amended; and

“Working Day” means Monday to Friday, exclusive of “holidays”, as defined in the *Interpretation Act* [RSBC 1996], as amended, (and, for greater certainty, “holidays” includes Thanksgiving Day).

2.0 PURPOSE

2.1 The purposes of this Agreement are as follows:

- (a) to improve the relationship between British Columbia and the Treaty 8 First Nations with respect to the oil and gas matters set out in this Agreement, by

improving reporting processes for Treaty 8 First Nation complaints, incidents and compliance matters, providing opportunities for Treaty 8 First Nations' input into major policy and regulatory development; and by identifying opportunities for the Treaty 8 First Nations to become more involved in various aspects of reclamation;

- (b) to set out a consultation process, which if followed, meets the obligations of British Columbia to consult the Treaty 8 First Nations on oil and gas tenures issued by British Columbia with respect to the Proposed Parcels that are referred to the Treaty 8 First Nations in the consultation process; and
- (c) that this Agreement be a Completed Agreement.

3.0 OIL AND NATURAL GAS TENURE CONSULTATION PROCESS

Area

- 3.1 The Parties will use the Administrative Areas as defined in Consultation Process Agreements ("CPAs"), dated for reference December 1, 2006 and entered into between each Treaty 8 First Nation and British Columbia, or as defined in subsequent CPAs or successor agreements, for the purposes of this Agreement.
- 3.2 Notwithstanding section 3.1, a Treaty 8 First Nation, on a case by case basis, may seek and provide information on Proposed Parcels outside of its Administrative Area.
- 3.3 In the event that a Treaty 8 First Nation provides information to MEMPR pursuant to section 3.2, MEMPR will consider that information and respond to the Treaty 8 First Nation in a manner that is appropriate to the nature and content of the information provided by the Treaty 8 First Nation.

Process

- 3.4 The Parties will work together to provide Industry with relevant contact information for the Treaty 8 First Nation, including an information letter posted on MEMPR's Titles website or a comparable location on MEMPR's website with a link to a Treaty 8 First Nation's website that may contain information about the Treaty 8 First Nation's interests on the land, so that Industry may more readily discuss any concerns that the Treaty 8 First Nation may have in respect of any Proposed Parcel.
- 3.5 MEMPR will refer a Proposed Parcel, including information descriptions and maps of the Proposed Parcel, to the appropriate Treaty 8 First Nation. The provision of this information by MEMPR to the Treaty 8 First Nation will not preclude that Treaty 8 First Nation from making a reasonable request for additional information and MEMPR will consider that request and respond in a manner that is appropriate to the request for information. However, MEMPR will only consider and provide information that it is aware of and has access to and that MEMPR reasonably believes would assist the Treaty 8 First Nation in its assessment of Proposed Parcels.

- 3.6 As a goal, the Parties will work towards the Referral Packages being provided and accepted electronically. Once a Treaty 8 First Nation and MEMPR agree that the Referral Package is to be conveyed by MEMPR electronically to that Treaty 8 First Nation, MEMPR will not be required to provide paper copies of the Referral Package to that Treaty 8 First Nation.
- 3.7 If the Treaty 8 First Nation that receives a Referral Package chooses to provide a response, it will provide a written response to MEMPR within 20 Working Days following the receipt of the Referral Package or the deadline identified in the Referral Package, whichever is later, or by a later date agreed to by the Treaty 8 First Nation and MEMPR in accordance with section 3.10.
- 3.8 Any response from a Treaty 8 First Nation will be sent by email, where possible, and will indicate whether, and the extent to which, the Treaty 8 First Nation considers the potential issuance of a tenure for the Proposed Parcel to have a potential adverse impact upon the Treaty 8 First Nation's rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, as well as options to avoid or minimize any such impact (including any potential terms that could be applied to any tenure issued).
- 3.9 In the event that the Parties develop standardized tenure terms that may be applied under particular circumstances, the Treaty 8 First Nation will identify the applicability of those standardized terms on the Proposed Parcel in its response.
- 3.10 A Treaty 8 First Nation that receives a Referral Package may request an extension, on a parcel by parcel basis, to the response period referred to in section 3.7 and MEMPR will not unreasonably withhold its consent to a reasonable request for an extension, provided that:
- (a) the extension request is received prior to the expiration of the response period; and
 - (b) the Treaty 8 First Nation agrees to provide a response by an agreed upon date.
- 3.11 The Treaty 8 First Nation and MEMPR may agree, in advance, in exceptional circumstances and on a case by case basis, for MEMPR to refer a Proposed Parcel and request a response in less than 20 Working Days and, if so, the Treaty 8 First Nation will respond by the agreed upon deadline.
- 3.12 MEMPR will seriously consider the Treaty 8 First Nation's written response with respect to the Proposed Parcel, including terms or other options for avoiding or minimizing potential adverse impacts upon the Treaty 8 First Nation's rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 3.13 MEMPR will review and may consider any other comments made by the Treaty 8 First Nation in its written response with respect to the Proposed Parcel.
- 3.14 MEMPR and the Treaty 8 First Nation will endeavour to resolve the concerns identified in the Treaty 8 First Nation's written response with respect to the Proposed Parcel in a timely manner, after which, MEMPR may make a decision with respect to the Proposed Parcel consistent with its constitutional obligations owing to the Treaty 8 First Nation.

- 3.15 If, in the course of its consideration of a Proposed Parcel, MEMPR decides to defer a Proposed Parcel, or if a Proposed Parcel is withdrawn by the posting company, MEMPR will advise the Treaty 8 First Nation that the Proposed Parcel has been deferred or withdrawn and the reasons for that decision. Once a Treaty 8 First Nation and MEMPR have agreed that Referral Packages and other information are to be conveyed by MEMPR electronically to that Treaty 8 First Nation, MEMPR will not be required to provide paper copies of the Referral Package or the information to that Treaty 8 First Nation and notices of deferral or withdrawal may also be provided electronically.
- 3.16 When issuing a tenure for a Proposed Parcel, MEMPR will attempt to minimize any adverse impacts on the Treaty 8 First Nation's rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, resulting from the issuance of that tenure. In the exercise of its statutory authority with respect to issuing a tenure for a Proposed Parcel, MEMPR may, amongst other things, consider proceeding to disposition with or without terms, deferring, or not proceeding to disposition.
- 3.17 If MEMPR does not receive a response from the Treaty 8 First Nation as contemplated by sections 3.7 and 3.8, MEMPR will make its decision on the Proposed Parcel based upon available knowledge in MEMPR's possession. If MEMPR decides to proceed with the disposition of that parcel, the disposition notice will include the following:
- “Parcel located within the “X” Treaty 8 First Nation's Administrative Area”
- In the event that the Parties develop standardized tenure terms, MEMPR will apply the applicable tenure terms relevant to the Proposed Parcel.
- 3.18 MEMPR will provide the Treaty 8 First Nation with a copy of the Notice of Public Tender which includes any attached Terms on a parcel by parcel basis. Once a Treaty 8 First Nation and MEMPR have agreed that Referral Package and other information are to be conveyed by MEMPR electronically to that Treaty 8 First Nation, MEMPR will not be required to provide paper copies of the Referral Package or the information to that Treaty 8 First Nation.
- 3.19 Upon written request by the Treaty 8 First Nation, MEMPR will provide written reasons for not including any terms/caveats proposed by the Treaty 8 First Nation.

4.0 EMERGENCY RESPONSE PLANNING AND MANAGEMENT

Development of Emergency Response Plans

- 4.1 The Parties will explore opportunities for Treaty 8 First Nations to develop community Emergency Response Plans and to link First Nation community emergency response plans to Industry Emergency Response Plans.
- 4.2 The Parties will work together and will solicit input from Industry to develop a template or an information note which could be used by Industry in the Emergency Response Plan development process. This template/ information note could provide a corporate approach to:

- (a) engaging with Treaty 8 First Nations in the development of any relevant First Nation sections of Emergency Response Plans; and
- (b) ensuring that relevant and up-to-date contact information for Treaty 8 First Nation communities are included in Emergency Response Plans and that Industry is engaging with the appropriate First Nation.

High Risk Sites

- 4.3 The Parties will develop appropriate processes to facilitate the inclusion of First Nation values in the determination of high risk sites. These processes will consider confidentiality and technological limitations and may include the Parties working together to develop a list of high risk situations that the OGC could use to incorporate into their assessment of high risk sites.
- 4.4 Information generated as a result of the work done pursuant to section 4.3 could assist Industry in developing Emergency Response Plans.

Incident Reporting

- 4.5 The Treaty 8 First Nation and the OGC will develop a notification and reporting process for all Level 2 and Level 3 incidents reported to the OGC and that process will provide for, at a minimum, the following:
 - (a) each Treaty 8 First Nation identifying the appropriate contact person or persons for that Treaty 8 First Nation;
 - (b) the OGC informing the Treaty 8 First Nations when a Level 2 or Level 3 incident is reported to the OGC;
 - (c) the OGC informing the Treaty 8 First Nations of the action taken, or proposed to be taken, by the company/permit holder with respect to each Level 2 and Level 3 incident;
 - (d) the OGC providing the Treaty 8 First Nations with situation updates of each reported Level 2 and 3 incident; and
 - (e) if the OGC is not responsible for a particular Level 2 or Level 3 incident, the OGC obtaining the relevant contact information from the provincial agency that has responsibility for that particular Level 2 or Level 3 incident, and to provide that contact information to the Treaty 8 First Nation.
- 4.6 The Parties will work towards developing an incident report for each Treaty 8 First Nation's Administrative Area, recognizing that at the time of executing this Agreement the OGC is not able to identify specific Administrative Areas in accessing the information in section 4.5 in its information technology systems.

5.0 COMPLIANCE AND ENFORCEMENT

5.1 The OGC may use the information generated in section 4.3 as part of the risk matrix for compliance.

First Nation Complaint Process

5.2 The OGC and the Treaty 8 First Nation will adopt a tracking and reporting process for complaints made by a member of the Treaty 8 First Nation to the OGC that will contain, at a minimum, the following elements:

- (a) a member of a Treaty 8 First Nation, or his or her representative, will file a complaint with the OGC;
- (b) the OGC will assign a tracking number to the complaint and will provide the complaint number to the Treaty 8 First Nation's Land Office;
- (c) the complaint will be submitted to and be investigated by the OGC compliance and enforcement staff; and
- (d) the OGC will report back to the Treaty 8 First Nation Lands Office to advise of the status or outcome of the complaint.

5.3 The Treaty 8 First Nations have an interest in knowing whether the permit conditions that they requested and were attached to permits are being complied with. A Treaty 8 First Nations may request site inspections by using the complaint process described in section 5.2 or during the CPA application approval process.

5.4 In addition, the Parties will work to develop processes for reporting that will address the Treaty 8 First Nations' interests expressed in section. 5.3.

6.0 RECLAMATION

Reclamation Project

6.1 The Parties will work together and invite CAPP representatives to develop a "Reclamation Project" that will include exploring opportunities for identifying reclamation priorities, identifying business and training opportunities for Treaty 8 First Nations, and exploring recognition opportunities for companies that exhibit best practices in reclamation.

Engagement with Industry

6.2 The Parties will, within 6 months of the execution of this Agreement, invite CAPP and other Industry representatives to participate in a reclamation working group (the

“Reclamation Working Group”) that will develop and implement the Reclamation Project.

6.3 Treaty 8 First Nations will explore opportunities to invite other Treaty 8 communities to participate in the Reclamation Working Group.

6.4 The Parties will, within 6 months of the execution of this Agreement, invite CAPP and other Industry representatives to:

(a) participate in the development and implementation of a process for identifying reclamation priorities, which may consider a number of factors, including:

- i. sites and areas identified as priorities by Treaty 8 First Nations for cultural, sustenance or other uses,
- ii. degree of health or environmental risks posed by the site; and
- iii. proximity to Treaty 8 areas of use, including cabins, camps and water supply sources;

(b) identify business opportunities for Treaty 8 First Nations and Treaty 8 First Nation businesses in the areas of reclamation and restoration;

(c) participate in the development and implementation of a framework to create incentives and positive conditions for carrying out reclamation projects and activities undertaken by the Reclamation Working Group, which may include:

- i. the creation of reclamation awards or other forms of recognition, and nominating companies for existing provincial, national and international awards in order to provide positive publicity to companies that exhibit best practices and excellence in reclamation and proactively work with First Nations on reclamation projects and initiatives; and
- ii. commitments from a participating Treaty 8 First Nation to develop a streamlined engagement process, where possible, with participating companies; and

(d) explore opportunities to create training and employment for Treaty 8 First Nations members.

Reclamation Interests and the CPA Consultation Process

6.5 The Parties acknowledge that a Treaty 8 First Nation may identify reclamation issues during the CPA consultation process. When a Treaty 8 First Nation identifies a site specific concern or value related to reclamation, the OGC will, amongst other things, determine:

(a) whether to require the applicant to provide additional information that may be required for future reclamation; and

(b) whether any specific reclamation or restoration guidelines should be incorporated.

Reclamation and Certificates of Restoration

- 6.6 The Parties will explore existing and new opportunities to incorporate Treaty 8 First Nations' Traditional Ecological knowledge and preferences for plants, medicines and habitat into re-vegetation guidelines and requirements.
- 6.7 The Parties will, within 12 months of the execution of this Agreement, mandate the Implementation Committee to explore possibilities for collaboration with the Province or the OGC on the development of re-vegetation guidelines.
- 6.8 The Parties will consider the following in discussing the development of re-vegetation guidelines:
- (a) where possible, sites that are important to Treaty 8 First Nations and for wildlife habitat should be re-vegetated with plants that are suitable for the ecosystem and to meet the cultural needs and interests of Treaty 8 First Nations and the habitat needs of wildlife;
 - (b) traditional ecological knowledge and the latest research from the fields of ethnobotany, ethno-ecology and agrology should be incorporated into the guidelines;
 - (c) best practices from British Columbia and other jurisdictions;
 - (d) provincial regulatory requirements, including soil conservation and erosion control; and
 - (e) specific issues relating to timing and cost efficiencies should be identified and taken into account with input from Industry representatives.

7.0 REPORTING

Compliance Reports

- 7.1 The OGC will provide the Treaty 8 First Nations with an annual compliance report. The OGC will work toward developing an additional or supplemental compliance report for each Treaty 8 First Nation's Administrative Area.

Certificates of Restoration

- 7.2 The Parties will work together to support the Treaty 8 First Nations to access information related to:
- (a) the number and location of Oil and Gas Activity Sites that have received certificates of restoration over the last six months;

- (b) the number and location of Oil and Gas Activity Sites that have completed Part 1 of the certificate of restoration;
- (c) the number and location of Oil and Gas Activity Sites that have been abandoned and do not have a certificate of restoration; and
- (d) the identity of the company/entity responsible for the reclamation or the site as the case may be.

8.0 POLICY AND REGULATORY DEVELOPMENT

- 8.1 MEMPR and OGC will make reasonable efforts to meet the Treaty 8 First Nations' interest in having an opportunity to provide input on major oil and gas policy and major regulatory changes and major initiatives that may affect Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, and other interests, including:
- (a) any policy that would link an applicant's past compliance performance to the approval of new applications;
 - (b) the development of any licensing liability rating system;
 - (c) the requirements or process for a certificate of restoration; and
 - (d) any process to monitor terms applied to tenures and how they are considered in operational activities.
- 8.2 In relation to s. 8.1 (d), MEMPR and the OGC are engaged in discussions on this matter and, when they have finished their initial review, will engage the Treaty 8 First Nations
- 8.3 The nature of the Treaty 8 First Nations' opportunity and input will depend on the nature of the specific change or initiative.
- 8.4 In circumstances where the Treaty 8 First Nations are not given an opportunity to provide input into the matters referred to in section 8.1, MEMPR or the OGC, as the case may be, will provide the Treaty 8 First Nations with reasons for that situation.
- 8.5 Sometime after the *Oil and Gas Activities Act* and its regulations have come into force, the Parties will work together through the Implementation Committee to review the effectiveness of those regulations with regard to Treaty 8 interests.

9.0 INFORMATION TECHNOLOGY AND SYSTEMS DEVELOPMENT AND SHARING

- 9.1 While acknowledging the existing limitations to systems development:
- (a) the OGC will consider the Treaty 8 First Nations' interests in any OGC information technology systems development in order to attempt to enhance the reporting of agreed-upon information to the Treaty 8 First Nations; and

- (b) the Parties will work together to develop reporting processes for the Administrative Area of each Treaty 8 First Nation.

9.2 When the opportunity arises, MEMPR will share any information that it is aware of pertaining to subsurface and geosciences resources in the administrative areas referred to in section 3.1.

10.0 IMPLEMENTATION

Implementation Committee

- 10.1 The Parties will establish a committee to oversee the implementation of this Agreement (the “Implementation Committee”), upon the signing of this Agreement and will make reasonable efforts to promote the effectiveness of the Implementation Committee.
- 10.2 MEMPR and the OGC will each name one representative and each of the Treaty 8 First Nations will name a representative to the Implementation Committee; and, in addition, there will be two co-chairs, one from the Treaty 8 First Nations and one from British Columbia.
- 10.3 Each Party will be responsible for funding its participation on the Implementation Committee.
- 10.4 The Implementation Committee will:
- (a) develop a plan for the implementation of this Agreement (the “Implementation Plan”) within 6 months of the signing of this Agreement;
 - (b) establish priorities for the matters set out in the Implementation Plan, as well as the other matters it is tasked with;
 - (c) look for opportunities to solicit input from Industry with respect to the implementation of this Agreement and to undertake tripartite meetings with Industry;
 - (d) address other matters referred to in this Agreement and other matters as agreed to by the Parties, for example:
 - (i) any learning or approaches from other jurisdictions (including the Province of Alberta’s approach to re-vegetation requirements); and
 - (ii) working to develop more effective Referral Packages for both British Columbia and the Treaty 8 First Nations, including improvements to maps or map-based information.

Annual Meetings

10.5 The Parties will meet annually in early October (or as agreed to) to review the implementation of this Agreement and any issues arising in the topic areas of this Agreement, including, without limitation:

- (a) a review of the Implementation Committee’s work plans and priorities for the previous year and the coming year;
 - (b) an overview of tenure activities within the Treaty 8 First Nations’ Administrative Areas (and other areas as agreed to by the Parties), to assess and discuss, amongst other agreed upon topics, the tenure consultation process outlined in sections 3.1 to 3.19, including the process by which terms are attached to tenures, how terms proposed by the Treaty 8 First Nations were considered by MEMPR, and other measures MEMPR may consider to attempt to minimize adverse impacts to the Treaty 8 First Nations’ rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, resulting from the issuance of tenures;
 - (c) if requested by the Treaty 8 First Nations, MEMPR will provide a high level overview of drilling licence extensions and tenures converted to leases for an agreed-upon specific area;
 - (d) compliance and enforcement matters;
 - (e) emergency response matters, including a review of all Level 2 and 3 incidents in the Treaty 8 First Nations’ Administrative Areas;
 - (f) reclamation matters;
 - (g) a review of the status of major oil and gas related policy and regulatory matters, including the matters set out in section 8.1 (d) and a discussion of the potential for engagement on any of those matters in the upcoming year and of the role that the Implementation Committee may have in any such engagement; and
 - (h) other oil and gas related matters, as agreed upon by the Parties.
- 10.6 However, nothing in this Agreement prevents MEMPR and/or the OGC from discussing the above matters with the Treaty 8 First Nations at any other time, including in conjunction with other meetings, if agreed upon.
- 10.7 Nothing in this Agreement prevents MEMPR and/or the OGC from meeting individually with a Treaty 8 First Nation, if MEMPR and/or the OGC and the Treaty 8 First Nation agree to do so.
- 10.8 The Parties note that one way to facilitate meetings is to schedule a two day annual meeting with the first day involving the Parties collectively and the second day having a Treaty 8 First Nation meeting with MEMPR and the OGC.

Educational and Training Opportunities

- 10.9 As part of the Implementation Plan, the Implementation Committee will consider how to improve communication between the Parties and will address educational and training opportunities related to the matters referred to in this Agreement, which may include:
- (a) **Compliance and enforcement** – educational tools and educational and training opportunities which could include:
 - (i) implementation of the *Oil and Gas Activities Act* regulations;

- (ii) basic investigation;
 - (iii) emergency management awareness; and
 - (iv) hydrogen sulphide (H₂S) awareness;
- (b) **Emergency response planning and management** - educational tools and educational and training opportunities which could include:
- (i) emergency response planning “101” session;
 - (ii) flowcharts regarding emergency response;
 - (iii) mock emergency response exercises; and
 - (iv) remediation training or education;
- (c) **Reclamation** - educational tools and educational and training opportunities, including the possibility of a workshop, career fair or other forum;
- (d) **Tenure consultation /issuance-** educational tools and educational and training opportunities which could include preparing the Treaty 8 First Nations lands’ staff and members for participation in the oil and natural gas tenure consultation process by way of:
- (i) Petroleum Titles Online training;
 - (ii) Petroleum and Natural Gas tenuring workshops for the Treaty 8 First Nations’ lands staff and members;
 - (iii) MEMPR notifying the Treaty 8 First Nations of training opportunities, and any potential funding support in respect thereof, offered by third parties and to the extent practicable MEMPR supporting those training opportunities;
 - (iv) possible secondments, internships and job exchanges with MEMPR; and
 - (v) development of a roster of agreed upon terms that could be attached to tenures.

Pilot Projects

10.10 Within 12 months of the execution of this Agreement, the Implementation Committee will develop a proposal for a pilot project covering one of the matters referred to in section 6, 10.9 or in this section 10.10 for each Treaty 8 First Nation, and:

- (a) some of the pilot projects could be directed towards generating land use and other specific information that could be used by the Parties including:
 - (i) grave site identification, and options for maintaining First Nation values on the land; and

- (ii) cabin identification and options for maintaining First Nation values on the land;
- (b) the pilot projects may include inviting members of the Treaty 8 First Nations to participate in job shadowing with MEMPR or OGC staff; and
- (c) one pilot project could involve the development of a roster of agreed upon terms that could be attached to tenures.

11.0 SCOPE AND INTERPRETATION

11.1 This Agreement is not intended to:

- (a) be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;
- (b) create, amend, define, abrogate or derogate from the nature and scope of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- (c) create, amend, define, affirm, recognize, abrogate or derogate from any other First Nation's existing rights recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;
- (d) limit the positions any Party may take in any negotiations or legal or administrative proceedings; or
- (e) constitute any admission of fact or liability.

11.2 Nothing in this Agreement is intended, nor will it be deemed, to fetter or derogate from any statutory, regulatory or delegated authority under provincial legislation.

11.3 Nothing in this Agreement obliges MEMPR or the Oil and Gas Commission to act in a manner inconsistent with provincial, federal or constitutional law, and nothing in this Agreement fetters, or is to be interpreted as fettering, the discretion of a statutory decision-maker.

11.4 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding the interpretation of Treaty 8 and the interpretation of section 35(1) of the *Constitution Act, 1982* and that nothing in this Agreement is to be construed as an acceptance or an admission by British Columbia or the Treaty 8 First Nations of the position of the other.

11.5 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding the location of the western boundary of the geographic area of Treaty 8 and that nothing in this Agreement is an admission of fact or liability by British Columbia or the Treaty 8 First Nations, or an admission of the position of the other.

11.6 Nothing in this Agreement is to be construed as an acknowledgement or acceptance by British Columbia of the Treaty 8 First Nations' assertions of Aboriginal rights or title or

an admission of fact or liability, including, without limitation, claims for compensation of any kind arising in relation to such assertions.

- 11.7 This Agreement does not oblige the Treaty 8 First Nations or British Columbia to act in a manner inconsistent with its lawful obligations.
- 11.8 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 11.9 All headings in this Agreement are inserted as a matter of convenience only and do not define limit, enlarge, modify or explain the scope or meaning of this Agreement or any of its provisions.
- 11.10 In this Agreement, words in the singular include the plural and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 11.11 This Agreement will be governed by the applicable laws of British Columbia and Canada.

12.0 GENERAL PROVISIONS

- 12.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed by the Parties, in writing.
- 12.2 If any part of this Agreement is declared or held invalid for any reason by a court of competent jurisdiction, the Parties agree that, subject to law, the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part.
- 12.3 Where this Agreement contains a reference to a number of days between two events, in calculating that number of days the day on which the first event happens is excluded and the day on which the second event happens is included.

13.0 TERM AND TERMINATION

- 13.1 This Agreement takes effect on the Effective Date described in section 17.2 and continues, in force, up to and including March 31, 2022, unless terminated earlier in accordance with section 13.2.
- 13.2 The Treaty 8 First Nations or British Columbia may terminate this Agreement prior to March 31, 2022 by giving the other Parties 30 days' written notice of the intent to terminate the Agreement and the reasons for terminating the Agreement.
- 13.3 The withdrawal of a Treaty 8 First Nation from this Agreement does not terminate this Agreement as between the remaining Treaty 8 First Nations and British Columbia.

14.0 NOTICE

14.1 Where in this Agreement any notice or other communication is required to be given by British Columbia or the Treaty 8 First Nations, it will be made in writing. It will be effectively given:

- (a) by delivery to the respective address set out below, on the date of delivery; or
- (b) by pre-paid registered mail to the respective address set out below, on the date the registered mail is delivered; or
- (c) by facsimile, to the respective facsimile number set out below, on the date the facsimile is sent; and
- (d) the address and facsimile of British Columbia and the Treaty 8 First Nations are set out below.

British Columbia

For MEMPR tenure matters

Executive Director
Oil and Gas Titles Branch
Ministry of Energy, Mines and Petroleum Resources
PO Box 9326 Stn Prov Govt
Victoria, BC V8W 9N3
Facsimile: (250) 952-0331

For other MEMPR related matters

Executive Director
Aboriginal Relations Branch
Ministry of Energy, Mines and Petroleum Resources
PO Box 9315 Stn Prov Govt
Victoria BC, V8W 9N1
Facsimile: (250) 952-0111

For OGC related matters

Director First Nations Strategic Planning
Oil and Gas Commission
200 – 1003 110 Avenue
Fort St. John, BC V1J 6M7
Facsimile: (250) 261-5744

Treaty 8 First Nations

Treaty 8 Tribal Association

- 14.2 The notification process set out in section 14.1 does not apply to section 3 of this Agreement – Oil and Natural Gas Tenure Consultation Process.

15.0 REPRESENTATIONS AND WARRANTIES

- 15.1 Each Treaty 8 First Nation represents and warrants that:

- (a) its Chief or duly assigned Councillor, has the authority to sign this Agreement, as evidenced by resolutions of the Band Council; and
- (b) the Treaty 8 First Nation has the authority and legal capacity to enter into this Agreement and to carry out its provisions on behalf of the Treaty 8 First Nation and any individual member or groups of members of the respective Treaty 8 First Nation.

- 15.2 The Minister of Energy Mines and Petroleum Resources and the Commissioner of the Oil and Gas Agreement are authorized to sign this Agreement on behalf of British Columbia.

16.0 HALFWAY RIVER FIRST NATION, SAULTEAU FIRST NATIONS AND/OR FORT NELSON FIRST NATION BECOMING PARTIES

- 16.1 The Treaty 8 First Nations and British Columbia have agreed to grant to Halfway River First Nation, Sauteau First Nations and/or Fort Nelson First Nation the option to request to become Parties to this Agreement provided that, if they wish to become a Party to this Agreement, they must have obtained authority to enter into this Agreement in the manner contemplated by section 15.1, and have signed the amending agreement referred to in section 16.2.
- 16.2 In the event that the Treaty 8 First Nations agree that Halfway River First Nation, Sauteau First Nations and/or Fort Nelson can become a party to this Agreement, the Parties will prepare an amending agreement by which Halfway River First Nation, Sauteau First Nations and/or Fort Nelson First Nation as the case may be, become a Party to this Agreement as of the date specified in the amending agreement.
- 16.3 If Halfway River First Nation, Sauteau First Nations and/or Fort Nelson First Nation have obtained authority to enter into this Agreement in the manner contemplated by section 15.1 and have agreed to make reasonable efforts to proactively participate in the processes outlined in the Agreement and be responsible for any costs associated with their participation, the Treaty 8 First Nations will not unreasonably withhold the option to sign onto the Agreement.

- 16.4 The Parties will execute such documents as are reasonably necessary in order to give effect to an amendment to this Agreement incorporating Halfway River First Nation, Sauteau First Nation and/or Fort Nelson First Nation, as the case may be, as a Party to this Agreement, including the amendment agreement referred to in section 16.2.
- 16.5 If Halfway River First Nation, Sauteau First Nations and/or Fort Nelson First Nation, as the case may be, become a Party to this Agreement, the term “Treaty 8 First Nation” as used throughout this Agreement will, as of the date specified in the amending agreement, include that First Nation.

17.0 EXECUTION AND EFFECTIVE DATE

17.1 This Agreement may be executed in counterparts and/or by facsimile by the Parties.

17.2 This Agreement comes into effect following ratification and upon signature by British Columbia and all of the Chiefs of the Treaty 8 First Nations (the “Effective Date”).

SIGNED this _____ day of _____, 2010

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Energy Mines and Petroleum Resources and the Commissioner of the Oil and Gas Commission

in the presence of:

Witness

**Honourable Blair Lekstrom
Minister of Energy Mines and
Petroleum Resources**

Witness

**Alex Ferguson, Commissioner
Oil and Gas Commission**

SIGNED this _____ day of _____, 2010
in the presence of:

DOIG RIVER FIRST NATION,
as represented by the Chief

Witness

**Chief Norman Davis
Doig River First Nation**

SIGNED this _____ day of _____, 2010
in the presence of:

PROPHET RIVER FIRST NATION,
as represented by the Chief

Witness

**Chief Lynette Tsakoza
Prophet River First Nation**

SIGNED this _____ day of _____, 2010
in the presence of:

WEST MOBERLY FIRST NATIONS,
as represented by the Chief

Witness

**Chief Roland Wilson
West Moberly First Nations**

