

**CLAYOQUOT SOUND  
INTERIM MEASURES  
EXTENSION AGREEMENT:  
A BRIDGE TO TREATY**

**Dated for Reference - March 31, 2009**

**CLAYOQUOT SOUND  
INTERIM MEASURES  
EXTENSION AGREEMENT:  
A BRIDGE TO TREATY (the  
“Agreement”)**

Between

**HER MAJESTY THE QUEEN in right of the Province of British Columbia**

**(“British Columbia”)**

And

**THE HAWIITH of the Tla-o-qui-aht First Nations, the Ahousaht First Nation, the  
Hesquiaht First Nation, the Toquaht Nation and the Ucluelet First Nation  
(the “First Nations”)**

**(the “Parties”)**

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**I. WHEREAS:**

- A. Her Majesty the Queen is represented by the Government of British Columbia.
- B. The *Hawiih* of the First Nations are represented by the First Nations. For the purposes of this Interim Measures Extension Agreement: A Bridge to Treaty, the First Nations are those tribes whose membership is substantially co-extensive with the membership of the Tla-o-qui-aht Band, the Ahousaht Band, the Hesquiaht Band, the Toquaht Band and the Ucluelet Band which are Bands within the meaning of the *Indian Act, R.S.C. 1985, c.I-5*.

- C. Pursuant to the New Relationship between the First Nations Summit, Assembly of First Nations, Union of BC Indian Chiefs and the Government of British Columbia, it is agreed that, a government-to-government relationship exists between First Nations and the Government of British Columbia.
- D. British Columbia has accepted the June 1991 Report of the B.C. Claims Task Force (the "Task Force Report"), including the recommendation that, "the parties negotiate interim measures before or during treaty negotiations when an interest is being affected which could undermine the process".
- E. The First Nations share, in common, cultural, geographic, and economic interests which, if affected, could undermine the treaty processes in which they are individually engaged. The affected interests are addressed in this Interim Measures Extension Agreement: A Bridge to Treaty, while each First Nation will continue their commitment to the treaty negotiations as determined by their individual First Nation. Toquaht Nation and Ucluelet First Nation are participants in the Maa-nulth First Nations Treaty Table.
- F. The Parties acknowledge that the *Hawiih* of the First Nations have the responsibility to preserve and protect their traditional territories and waters for generations which will follow.
- G. The First Nations wish to apply the concept of a tribal park to certain selected areas within Clayoquot Sound.
- H. The Parties acknowledge that Clayoquot Sound has been designated as an UNESCO (United Nations Educational, Scientific and Cultural Organization) Biosphere Reserve.
- I. The Parties wish to ensure the public lands and natural resources in Clayoquot Sound are managed in accordance with the spirit and intent of this Interim Measures Extension Agreement: A Bridge to Treaty.
- J. This Agreement is intended by British Columbia as an exercise of its powers of management over the subject lands, to the extent of its interest in those lands.
- K. This Agreement is intended by the *Hawiih* of the First Nations as an exercise to ensure that the Crown is meeting its obligations with respect to aboriginal rights, title and interests. This exercise will assist the *Hawiih* in their responsibility to preserve and protect their traditional territories and waters for future generations which will follow as well as to preserve options for treaty settlement for the First Nations.
- L. The Parties have ratified this Interim Measures Extension Agreement: A Bridge to Treaty.

## II. THE PARTIES AGREE:

1. The intention of this Agreement is to continue to conserve resources for future generations through the acceptance and recognition of traditional ecological knowledge in land and resource planning and management decisions. The objectives of this Agreement are intended to incorporate the Scientific Panel Recommendations into the Crown's land and management process.
2. This Agreement is to be interpreted in light of the commitment by British Columbia that the Clayoquot Sound Land Use Decision of April 1993 is "without prejudice" to aboriginal rights and treaty negotiations.
3. For greater certainty, this Agreement does not define or limit the aboriginal rights, title and interests of the First Nations, or define or limit statutory authority.
4. This Agreement is intended to be a "Bridge to Treaty". Within a reasonable period of time, British Columbia, Ahousaht First Nation, Hesquiaht First Nation and Tla-o-qui-aht First Nations will invite Canada to meet to discuss the resumption of substantive treaty negotiations.
5. The Parties acknowledge that First Nation provincial political representatives and British Columbia are at the early stages of pursuing agreement toward a framework for consultation and accommodation in British Columbia under the New Relationship. This Agreement will be reviewed in light of further developments that may arise from this process.

## III. DEFINITIONS:

6. In this Agreement:
  - a) "**Board**" means the Central Region Board reappointed by the Parties pursuant to section VI of this Agreement to deal with resource management and land use planning in Clayoquot Sound;
  - b) "**Central Region Management Board**" means the board appointed by the Central Region First Nations Holding Society that is responsible for developing and managing collective economic initiatives;
  - c) "**Clayoquot Sound**" has the same meaning as in British Columbia's April 1993 Clayoquot Sound Land Use Decision;
  - d) "**Clayoquot Sound Planning Process**" means the process established to plan the implementation of the Scientific Panel Recommendations and other resource and land use planning initiatives agreed to by the parties;

- e) “**Culturally Modified Tree**” means any tree or portion of a tree from which aboriginal peoples have used bark or wood for traditional, sustenance, medicinal, ceremonial, or transportation purposes. This definition does not include trees bearing trail blazes or evidence of marks associated with agriculture, trapping, prospecting, mining, timber cruising, logging or land surveys. In addition, “Culturally Modified Tree” shall mean any tree which would normally be identified as a culturally modified tree by archaeologists and qualified First Nation representatives;
- f) “**Forestry Operations**” means activities such as engineering, harvesting and silviculture, pursuant to approved operational plans;
- g) “*Hawiih*” means hereditary chiefs;
- h) “**Joint Venture**” means business organizations which create economic opportunities and responsibilities for First Nations in a corporate partnership or co-operative relationship with others;
- i) “**Management for a Living Hesquiaht Harbour**” is the name of an ongoing comprehensive study that includes traditional ecological knowledge based management processes being conducted by the Hesquiaht First Nation;
- j) “**Operational plan**” is an annual plan which includes goals, objectives, projects, deliverables and a budget;
- k) “**Plans**”, specifically referred to in section 18a) iv), v), vi), viii), and x) are written reports and map products which provide objectives and guidelines for the management of lands and resources in Clayoquot Sound. Plans do not consist of direction for the specific location and installation of facilities, specific site level resource management practices, or specific land tenure applications;
- l) “**Scientific Panel Recommendations**” refers to the reports of the Scientific Panel established by British Columbia in October 1993, which include First Nations perspectives, and were accepted by British Columbia on July 6, 1995;
- m) “**Tribal Parks**” mean geographic areas that are managed according to the principle of “*Hishuk ish ts’awalk* (everything is one)”, as a result of a designation to which the Parties have agreed. Management of tribal parks includes economic activities associated with resources in the park; and

- n) **“Treaty Related Measures (TRMs)”** are agreements negotiated by British Columbia, Canada and First Nations at treaty tables. British Columbia and Canada share the costs of TRMs. TRMs are used strategically at treaty tables to facilitate the conclusion of treaty negotiations while addressing the major concerns of First Nations.

#### **IV. PURPOSE**

- 7. The Parties agree that significant progress has occurred with respect to the development of positive relationships between British Columbia, the *Hawiih* of the First Nations, local government, and stakeholders in Clayoquot Sound since this Interim Measures Agreement was first entered into. The development of these relationships has led to an opportunity to reassess and refocus this Agreement and to provide for it to evolve as a mechanism leading up to treaty and to provide for regional economic development within the area outlined in Schedule IV.
- 8. The Parties agree that this Agreement is continued with a renewed emphasis so as to provide the Parties the ability to cooperate effectively on resource planning initiatives occurring in Clayoquot Sound that are of fundamental importance to treaty negotiations.
- 9. This Agreement shall continue to serve as a “bridging tool” between planning processes and strategic level initiatives in Clayoquot Sound and the negotiation of substantive treaty issues.

#### **V. OBJECTIVES**

The Parties agree the following objectives will guide this Agreement:

##### **10. General Objectives**

- a) to respect the Agreement and its implementation;
- b) to further the interests of the Parties;
- c) to consider options for treaty settlement for the First Nations, paying special attention to the need to preserve options for:
  - i) treaty settlement with respect to the Clayoquot River Valley, Flores Island, Hesquiaht Point Creek Watershed, and Meares Island, as well as
  - ii) the expansion of the land and resource base for the First Nations;

- d) to develop an ongoing dialogue within and between the communities, and to develop better ways to determine the best uses of resources and the economic, social and cultural advantages of each use;
- e) to promote the conservation of resources in Clayoquot Sound, including the recommendations of the Scientific Panel; and
- f) to implement the full participation of Central Region First Nations in regional development.

#### **11. Resource Management Objectives**

- a) To continue working with existing programs and any new initiatives that may be introduced which are intended to restore and enhance levels of fish and wildlife and damaged stream and forest areas within Clayoquot Sound;
- b) to assess the implementation of sustainable ecosystem-based forest management in Clayoquot Sound;
- c) to continue working towards viable, sustainable resource industries within the area outlined in Schedule IV, including but not limited to forestry, fisheries, tourism, mariculture and aquaculture;
- d) to continue working towards local economic initiatives that will enhance community benefits;
- e) to ensure that the maintenance of visual attractiveness and ecological integrity is given high priority in any proposed plans regarding resource extraction or development in Clayoquot Sound;
- f) to respect and protect aboriginal uses of resources in Clayoquot Sound;
- g) to continue working towards reconciliation between environmentalists, labour, industry, First Nations, recreational users, governments, and all others with concerns about Clayoquot Sound; and
- h) to maintain respect for aboriginal heritage within the area outlined in Schedule IV including ensuring the protection of burial sites and physical artifacts of previous generations of First Nations, as well as any other notable historic sites.

#### **12. Economic Objectives**

- a) to continue working towards sustainability, economic development, and diversification for communities within the area outlined in Schedule IV, including infrastructure within those communities;

- b) to continue working towards increasing employment levels within aboriginal communities in the area outlined in Schedule IV to a level comparable to the employment rate in non-aboriginal communities;
  - c) to continue to support an increase in local ownership within resource industries,
  - d) to recognize that economic development is a priority for the Parties; and
  - e) to pursue access to and negotiation of economic development or funding opportunities.
13. Funding in the 2009/10 fiscal year will comprise \$200,000 from British Columbia to be paid to the Central Region Chiefs Administration to support the implementation of this Agreement.
14. British Columbia is prepared to seek Treasury Board approval for additional funding of up to \$200,000 to support additional implementation of this Agreement in the 2009/10 fiscal year. Any funding contemplated under this section is subject to the availability of an appropriation by British Columbia for that purpose, and British Columbia does not represent or warrant that it will obtain an appropriation for that purpose and make any such additional payment.

## **VI. CENTRAL REGION BOARD**

The Parties agree to continue a joint management process through the Central Region Board that addresses resource management and land use planning within Clayoquot Sound pursuant to the principles set out in the Report of the B.C. Claims Task Force of June 1991 and the Government to Government Protocol of September 17, 2003 between the Province and the First Nations Summit. The process shall apply to the whole of Clayoquot Sound and shall operate as follows:

### **15. Structure**

- a) The Board shall be made up of five members appointed by British Columbia, five members appointed by the First Nations, and two co-chairs appointed pursuant to section 15(b);
- b) One co-chair shall be appointed by British Columbia and one co-chair shall be appointed by the First Nations;
- c) The Board shall have a secretariat;

- d) Members of the Board shall be subject to the conflict of interest guidelines referenced in Schedule I to this Agreement;
- e) The Board shall develop an operational plan on an annual basis. The Parties will meet to review and approve these operational plans to ensure they include the objectives of the Parties and to ensure the objectives of the previous year's operational plan have been achieved;
- f) The Board shall determine its rules of operation based on the principles of efficiency, effectiveness, sound resource management and respect for the interests of current and future generations; and
- g) The operations of the Board shall be guided by the principles of openness as identified in Schedule II of this Agreement.

**16. Strategic Planning Role**

- a) The Board is responsible for providing advice to the Parties on the planning processes and outcomes of plans and strategic initiatives affecting resource management and land use planning in Clayoquot Sound; and
- b) The Board shall participate in the development of a regional economic development strategy as directed by the Parties.

**17. Public Consultation**

- a) When the Board is reviewing a plan or strategy as outlined in section 18, the Board will seek public input and consult with local communities as recommended by either Party; and
- b) The Board shall provide the Parties with a summary of all public consultations.

**18. Administration**

- a) The Board shall be accountable to British Columbia for its expenditures;
- b) The Board shall develop an annual budget, in accordance with Treasury Board guidelines, subject to review and approval by British Columbia. The budget may include:
  - i) remuneration and travel expenses for attendance of Board members at Board meetings;
  - ii) the costs of public hearings and meetings;

- iii) a budget for research review, public information and other activities;
- iv) the costs of staff and of the operation and maintenance of the office; and
- v) other items as the Board and the Parties agree upon.

## 19. Responsibilities

The Board shall meet periodically and shall have the following responsibilities:

- a) Unless otherwise directed by the Parties, the Board shall review:
  - i) Forest Development Plans as defined in the *Forest Practices Code of British Columbia Act* and Forest Stewardship Plans as defined by the *Forest and Range Practices Act*;
  - ii) Strategic plans as defined in the *Forest Practices Code of British Columbia Act*;
  - iii) Clayoquot Sound Scientific Panel subregional and watershed plans;
  - iv) Plans related to the alienation, conservation and protection of land, water or marine resources;
  - v) Plans related to mariculture and aquaculture, including shellfish and finfish aquaculture;
  - vi) Plans related to tourism and commercial recreation;
  - vii) Plans related to park management, including Management Direction Statements and Master Plans;
  - viii) Plans related to wildlife management;
  - ix) Applications for permits submitted pursuant to the *Mines Act*; and
  - x) Plans related to the designation of Marine Protected Areas.

The Parties may amend this list by mutual agreement.

- b) In the absence of a plan referred to under section 18(a), at the discretion of either Party, the Board shall review any site level application submitted to a ministry with resource management or land use planning responsibilities related to resource development in Clayoquot Sound;
- c) Monitoring activities undertaken by the Clayoquot Sound Planning Process to ensure that these activities are consistent with the objectives of this Agreement;
- d) Where the Parties deem necessary, the Board will initiate new work with respect to specific issues not considered by the Clayoquot Sound Land Use Decision or the Scientific Panel Recommendations;
- e) Monitoring to ensure that the fiduciary obligation of the Crown with respect to aboriginal rights has been met;
- f) Hearing public concerns on resource management or land use planning in Clayoquot Sound and making recommendations to the Parties for their resolution;
- g) Carrying out planning tasks as agreed to and directed by the Parties; and
- h) Carrying out other projects as agreed to and directed by the Parties.

**20. Referrals to the Board**

Where the Board undertakes a review under section 18(a) or (b), the Parties agree to provide the Board with the best available information.

**21. Recommendations by the Board**

Within 30 working days of receipt at the Board Office of any referral pursuant to section 18(a) or (b), the Board shall:

- a) Accept;
- b) Propose modifications to; or
- c) Recommend rejection of

the referral. The findings and recommendations of the Board shall be directed back to the originating ministry, agency, or panel within the 30-day period.

## 22. Referral of Decisions to Cabinet

- a) If the findings of the Board in relation to the plan or application are not implemented to the satisfaction of the Board within 30 working days after the originating ministry, agency, or panel receives the findings and decisions of the Board, the Board shall report the findings to the Parties and either Party may refer the matter to Cabinet;
- b) Decisions of the Board shall be by double majority vote. For greater certainty, there must be a majority vote of the First Nations representatives for any decision to pass the Board. The Board may exercise decision making by consensus, upon agreement between the Parties;
- c) The Parties hereby continue the Central Region Resource Council (the Council) composed of the Hwiih of the First Nations and Ministers of British Columbia. The Hwiih and the Ministers may appoint designates to the Council so long as the designate may exercise the powers of a Hereditary Chief or a Minister within the operations of the Council. The Council may invite a Minister of the Government of Canada as it deems appropriate; and
- d) The Council shall meet to consider solutions when Cabinet does not accept the Board's decision on a matter referred under section 21(a) and one of the Parties refers the matter to the Council.

## VII. RESOURCE MANAGEMENT

23. The Parties agree that forestry operations shall continue in Clayoquot Sound, pursuant to the Scientific Panel Recommendations, the *Forest Practices Code of British Columbia Act*, the *Forest and Range Practices Act*, the Clayoquot Sound Planning Process, and by incorporating First Nations perspectives. If British Columbia intends to alter its commitment to implement the Scientific Panel Recommendations, the Parties shall request a meeting of the Central Region Resource Council, to resolve any differences that may result from this.
24. The Parties will participate in the Clayoquot Sound Planning Process and all plans will be completed by the Parties on a timely basis.
25. The Parties agree that First Nations have 30 working days from the date of receipt at the First Nations office to respond to proposals from resource tenure holders or government agencies regarding resource management activities in Clayoquot Sound.
26. The Parties will develop options respecting land use planning and tenure arrangements in Clayoquot Sound and will provide recommendations to British Columbia.

27. The Parties will continue to develop, monitor and adapt management processes to implement watershed plans resulting from the Clayoquot Sound Planning Process. The responsibility for completion of watershed plans and subsequent processes may be assigned to a joint Clayoquot Sound Technical Planning Committee. The Board will continue to support the Clayoquot Sound Planning Process.

#### **VIII. CULTURALLY MODIFIED TREES**

28. Subject to the consent provision in this clause, British Columbia shall require in its cutting authorities that Culturally Modified Trees in Clayoquot Sound, whether standing trees or fallen trees, whether live or dead, be protected. Culturally Modified Trees may only be moved, cut or logged with the consent of the First Nation within whose traditional territory the Culturally Modified Trees are located.

#### **IX. MANAGEMENT FOR A LIVING HESQUIAHT HARBOUR**

29. The Hesquiaht First Nation will implement the plan "Management for a Living Hesquiaht Harbour", and Hesquiaht First Nation and British Columbia will ensure coordination and consistency between the Watershed component of the plan "Management for a Living Hesquiaht Harbour," Scientific Panel Recommendations, the *Forest Practices Code of British Columbia Act*, *Forest and Range Practices Act*, and other relevant provincial legislation.
30. Hesquiaht Lake, Satchee Creek and the Hesquiaht Peninsula shall be identified as an economic development base for the Hesquiaht First Nation and future generations. British Columbia, the Hesquiaht First Nation and the Board shall ensure that new development plans will be consistent with the plan "Management for a Living Hesquiaht Harbour" and will incorporate First Nations interests.

#### **X. ECONOMIC DEVELOPMENT**

31. The Parties will promote economic development opportunities for the First Nations and work with other interests to promote economic development initiatives, as identified in Schedule III.
32. British Columbia will attempt to facilitate discussions between Hesquiaht First Nation, Ahousaht First Nation, Tla-o-qui-aht First Nations, and Ucluelet First Nation and the current operator of Tree Farm License 54 regarding the four First Nations' interests in the operation of Farm License 54.
33. The recommendations of the Central Region Management Board will continue to be guided by the "Plan for Support of Economic Development For the Central Region Tribes of the Nuu-chah-nulth Tribal Council". The

Central Region Management Board shall determine its rules of operation based on the principles of efficiency, effectiveness, and sound financial management.

34. The Central Region Management Board shall develop an annual budget and work plan for economic development initiatives. The budget and work plan will be referred to the appropriate treaty table to explore options for funding as Treaty Related Measures.

## **XI. INTERPRETATION OF THE AGREEMENT**

35. The Parties shall use their best efforts to ensure that this Agreement is binding and unassailable, having regard to the spirit and intent of the Agreement.
36. In the event that any question arises with respect to the validity or effectiveness of any term or provision of this Agreement the Parties shall:
  - a) use their best efforts to negotiate diligently and in good faith the term or provision so as to render it valid, effective, binding and unassailable, having regard to its spirit and intent; or
  - b) alter their performance under the term or provision having regard to its spirit and intent so as to avoid the invalidity; or
  - c) take whatever other action the Parties deem necessary and appropriate in order to protect the Agreement. The Parties agree that this action may include exploring amendments to existing legislation as necessary to protect and ensure the effectiveness of the Agreement.
37. In the event that any term or provision of this Agreement, or Schedules attached hereto, is deemed illegal or invalid for any reasons whatsoever as determined by a court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement and the Schedules attached hereto.

## **XII. MEARES ISLAND**

38. This Agreement is without prejudice to the rights of the parties in the Meares Island court case (Martin v. The Queen, British Columbia Supreme Court Action No. 845934 Vancouver Registry), both substantive and procedural, which is presently adjourned with no date fixed for continuation.

### **XIII. RECOGNITION OF THE B.C. TREATY PROCESS**

39. This Agreement complements the process of identifying areas for First Nations land, areas for joint management and areas for development. The Parties intend that this process will be concluded on the effective date of treaties being negotiated by Canada, British Columbia and First Nations.
40. On or before the effective date of a treaty entered into by any of the First Nations, the Parties will discuss an orderly process for the withdrawal of those First Nations from this Agreement and required amendments to this Agreement.

### **XIV REVIEW AND RENEGOTIATION OR REPLACEMENT OF THE AGREEMENT - WORKPLAN**

41. The Parties will undertake a review of this Agreement in accordance with Schedule V and will negotiate and attempt to reach agreement on a subsequent agreement or a replacement of this Agreement by new arrangements prior to March 31, 2010.

### **XV. AMENDMENT TO THE AGREEMENT**

42. The provisions of this Agreement shall only be amended with the consent of the Parties.

### **XVI. MEETING OF THE PARTIES**

43. The Parties will meet in May 2009 to approve the 2009/10 operational plan of the Board.
44. The Parties will meet in November 2009 to review the implementation of this Agreement

### **XVII. TERM OF THE AGREEMENT**

45. This Government-to-Government Agreement serves as a bridge to treaty negotiations currently being conducted between Canada, British Columbia and the Nuu-chah-nulth Tribal Council, Tla-o-qui-aht First Nations, and Maa-nulth First Nations. Subject to section 45, this Agreement is for a term of one year, unless replaced earlier by an agreement or new arrangements negotiated under Schedule V.
46. The Parties will negotiate and consider future extensions of this Agreement unless, by October 2009, the processes set out in this Agreement have been replaced, to the satisfaction of the Parties, by:
  - a) Provisions in completed treaties with all five Central Region First Nations;

- b) The framework for consultation and accommodation referred to in section 5; or
- c) Other processes or arrangements as contemplated under Schedule V.

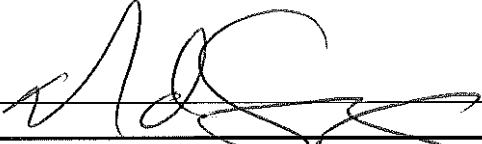
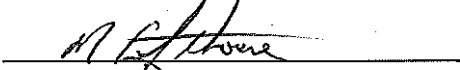
**XVIII. EFFECTIVE DATE OF AGREEMENT**

47. This Agreement, dated March 31, 2009, is an amended extension of the Interim Measures Agreement, dated March 19, 1994, and the Interim Measures Extension Agreements, dated April 24, 1996, March 28, 2000, March 31, 2005, March 31, 2006, and March 31, 2007, and will come into effect when signed by all parties, and will replace the Interim Measures Extension Agreement, dated March 31, 2008.

**XIX. SCHEDULES**

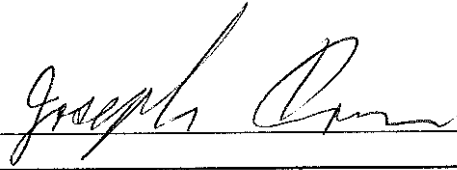
48. Schedules I, II, III, IV and V attached to this Agreement are a part of this Agreement.

As evidenced by these signatures, the Parties hereby execute and ratify this Agreement.

<p><b>SIGNED</b> on behalf of <b>HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA</b>, by the Honourable Mike de Jong, Minister of Aboriginal Relations and Reconciliation</p> 	<p>Witnessed by me in the City of Victoria in the Province of British Columbia, this 3 / day of March, 2009</p>  British Columbia
<p><b>MINISTER OF ABORIGINAL RELATIONS AND RECONCILIATION</b></p>	

<p><b>SIGNED</b> on behalf of <b>AHOUSAHT FIRST NATION</b> by <b>Hawilth, Hau-upiin-wlth, Billy George</b></p> <p><i>Hawupirelth</i> <i>Billy Kerkel George</i></p>	<p>Witnessed by me in <u>Nanaimo BC</u> in the Province of British Columbia, this <i>31</i> day of March, 2009.</p> <p><i>P. Day Jones</i> (Witness)</p>
<p><b>HAWILTH, HAU-UPIIN-WLTH, BILLY GEORGE AHOUSAHT FIRST NATION</b></p>	

**SIGNED** on behalf of **HESQUIAHT FIRST NATION** by Chief Negotiator, Joseph Tom



\_\_\_\_\_  
**CHIEF NEGOTIATOR,  
HESQUIAHT FIRST NATION**

Witnessed by me in  
Port Alberni  
in the Province of British Columbia,  
this 31 day of March, 2009.



(Witness)

<p><b>SIGNED</b> on behalf of <b>TOQUAHT NATION</b> by Hereditary Chief, Bert Mack</p> <p><i>Bert Mack</i></p>	<p>Witnessed by me in <u>Nanaimo, BC</u> in the Province of British Columbia, this <u>31</u> day of March, 2009.</p> <p><i>Conne Mack</i> (Witness)</p>
<p>_____ <b>HEREDITARY CHIEF, TOQUAHT NATION</b></p>	

<p><b>SIGNED</b> on behalf of the <b>Hawilth</b> of <b>TLA-O-QUI-AHT FIRST NATIONS</b> by <b>Hawilth Simon Tom</b></p> <p><i>Simon Tom</i></p>	<p>Witnessed by me in <u>  D. Anand  </u> in the Province of British Columbia, this 3 / day of March, 2009.</p> <p><i>P. Guy Jones</i> (Witness)</p>
<p><u>Hawilth, Naka-wii-mutth-nii</u> <b>TLA-O-QUI-AHT FIRST NATIONS</b></p>	

**SIGNED** on behalf of **UCLUELET FIRST NATION** by Chief Councillor, Vi Mundy

*Vi Mundy*

\_\_\_\_\_  
**CHIEF COUNCILLOR,  
UCLUELET FIRST NATION**

Witnessed by me in

*Nanaimo*  
in the Province of British Columbia,  
this *31* day of March, 2009.

*Simon*  
(Witness)

## **SCHEDULE I**

### **CONFLICT OF INTEREST GUIDELINES**

1. Members of the Central Region Board will avoid any conflicts of interest that could impair or damage the independence, integrity or impartiality of the Board.
2. Members will disclose all actual and potential conflicts to the Board.
3. A Member is in a conflict where the Member has a personal financial interest, asset or holding which is closely or directly affected by any decision, information or other matter that may be heard by or acted upon by the Board. However, a personal financial interest, asset or holding does not include an indirect personal financial interest, asset or holding in a business or organization which is communally owned or controlled.
4. A Member is in a conflict if roles or other activities undertaken as a citizen of the community could unduly influence the responsibilities held as a member of the Board. However, a member is not in conflict if roles or other activities as a community leader influence his participation or decisions relating to a matter before the Board.
5. A Member is in a conflict if his or her employment or contractual relations are dependent on a recommendation, information or other matter to be dealt with by the Board.
6. A Member is in a conflict if memberships, directorships, voluntary or paid positions or affiliations which could unduly influence or are opposing to the responsibilities of a Member are held. However, a member is not in conflict if roles or other activities as a community leader influence his participation or decisions relating to a matter before the Board.
7. Members will ensure that their other activities do not undermine the best interest or the reputation of the Board.
8. Member's actions in the course of Board duties should neither cause nor suggest the reality or perception that a member's ability to exercise those duties has or could be affected by his or her private gain or interest.
9. Members must inform the Board of any circumstance that may have a negative effect on their ability to perform the duties required of their appointment.
10. A co-chair will disclose a conflict to the Board.
11. If a conflict of interest arises, the Member will cease from participating in any discussions or decisions relating to the matter.

12. When the Board is discussing or making a decision, a Member that has a conflict of interest will leave the room for the duration of the discussion and decision making on that matter.

## SCHEDULE II

### OPENNESS OF THE CENTRAL REGION BOARD PROCESS

1. The Board will provide information to the public in accordance with the *Freedom of Information and Protection of Privacy Act*.
2. Any report or study that the Board has considered in making a finding or decision that is not available through the originating organization shall be made available to the public on request.
3. All recommendations of the Board related to resource management and land use planning shall be in writing and made available to the public on request.
4. All meetings of the Board shall be open to the public, except where the Board co-chairs direct that a meeting, or any portion of a meeting, be held in camera.
5. All minutes of the Board shall be made available to the public on request, including decisions and recommendations developed during in camera sessions.
6. The Board may develop its own policies and procedures on the routine release of information to the public and costs associated with the provision of information.

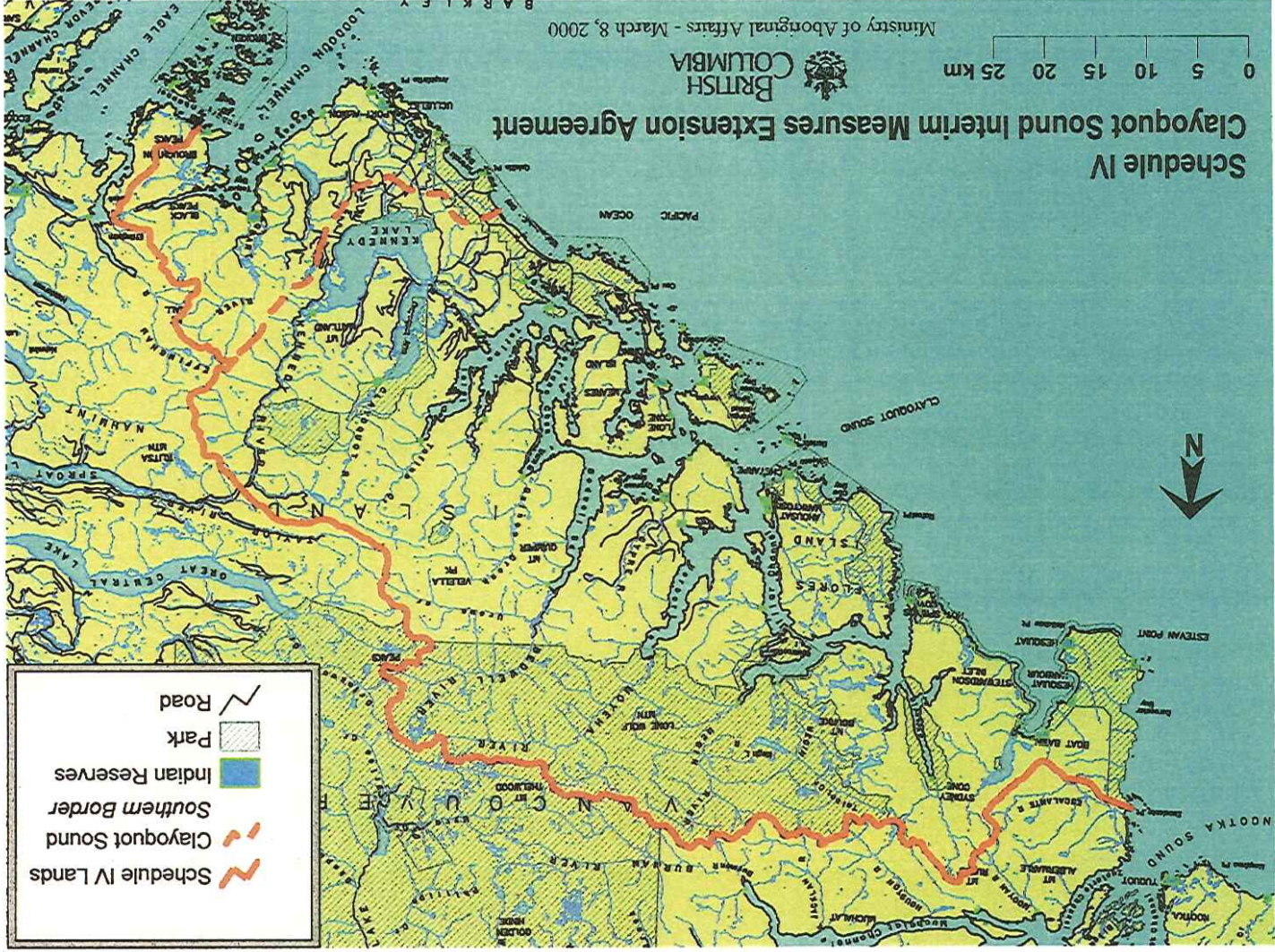
### SCHEDULE III

#### ECONOMIC DEVELOPMENT INITIATIVES TO BE CONSIDERED BY THE PARTIES AND OR FIRST NATIONS

1. Forest tenures or licences, forest management contracts or other forest industry opportunities;
2. Training for foresters and forestry standards inspection personnel, skills training, timber auditing, and cruising;
3. Road reclamation;
4. Silviculture;
5. The value added component of the forest industry;
6. Stream rehabilitation;
7. Salmon enhancement;
8. Foreshore management and shellfish harvesting;
9. The whale watching industry;
10. Recreation site and trail construction and maintenance;
11. Provincial park and forest warden and management opportunities;
12. Exploration of the concept of a tribal park;
13. For greater certainty, the Parties shall consider applying the concept of tribal parks for all or part of Flores Island, *Wah-nah-juss/Hilth-hoo-iss*/Meares Island and the Clayoquot River Valley;
14. Tourism and business development opportunities;
15. Skills development and training;
16. Community development and infrastructure opportunities;
17. Other initiatives as proposed by the First Nations, including initiatives involving provincial Ministries not already included in this list; and
18. Initiatives proposed by other interests, if deemed advisable by the Central Region Management Board provided the third parties are respectful of the government-to-government nature of the process.

SCHEDULE IV

MAP OF CLAYOQUOT SOUND



## **SCHEDULE V**

### **WORKPLAN FOR REVIEW AND RENEGOTIATION OR REPLACEMENT OF THE AGREEMENT**

Between April 2009 and March 2010, the Parties will focus resources on the re-negotiation or replacement of this Agreement, taking into consideration:

1. the effectiveness and outcomes of the Interim Measures Extension Agreements (IMEAs) for the past 10 years;
2. the role of the IMEA in the context of the treaty process and the New Relationship;
3. the findings and recommendations of the March 2007 consultant report, "Review of Clayoquot Sound Interim Measures Extension Agreements: 1996-2006";
4. an examination of funding levels required for the institutions that are implemented pursuant to the review;
5. any of the First Nations entering into a treaty; and
6. a review of alternate consultation and accommodation mechanisms.

Upon signing by the Parties, the new IMEA or any new arrangements negotiated will replace the current (2009-10) Agreement.