

















#### AGREEMENT TO RENEW AND EXTEND THE GWETS'EN NILT'I PATHWAY AGREEMENT

(the "Renewal Agreement")

Dated for reference June 26, 2024

#### BETWEEN:

#### THE TŜILHQOT'IN NATION as represented by:

Xeni Gwet'in First Nations Government,
Yuneŝit'in Government,
Tl'etinqox Government,
?Esdilagh First Nation,
Tŝideldel First Nation,
Tl'esqox (Toosey Indian Band), and
the Tŝilhqot'in National Government ("TNG")

("Tŝilhqot'in Parties")

#### AND:

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Crown-Indigenous Relations and the Minister of Fisheries, Oceans and the Canadian Coast Guard

("Canada")

#### AND:

## HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Indigenous Relations and Reconciliation

("British Columbia")

(Collectively, the "Parties")

#### **WHEREAS:**

- A. On August 15, 2019, the Parties signed the *Gwets'en Nilt'i Pathway Agreement* to set out their shared commitment, vision and path for achieving true and lasting reconciliation and a better future for the Tŝilhqot'in Nation, Canada and British Columbia.
- B. In the *Gwets'en Nilt'i Pathway Agreement*, the Parties committed to work together to achieve the shared vision for each of eight "pillars of reconciliation" ("**Pillars**") in accordance with the Guiding Principles.

- C. As envisioned by the *Gwets'en Nilt'i Pathway Agreement*, the Parties have delivered immediate and sustained progress towards the shared vision for each of the Pillars, in a manner that is continuously strengthening Tŝilhqot'in governance and self-determination, supporting effective partnerships between the Tŝilhqot'in Nation, Canada and British Columbia, and improving the lives of Tŝilhqot'in Citizens.
- D. The Term of the *Gwets'en Nilt'i Pathway Agreement* expired on March 31, 2024. In accordance with section 17.3 and 17.4 of the *Gwets'en Nilt'i Pathway Agreement*, the Parties have negotiated in good faith and reached agreement to confirm the Parties' shared intentions to implement the *Gwets'en Nilt'i Pathway Agreement* as if it had not expired and to extend these commitments for a further five (5) years, including funding, so that the Parties can continue to advance and achieve the shared vision and commitments set out in the *Gwets'en Nilt'i Pathway Agreement*.

NOW THEREFORE, the Parties agree as follows:

#### 1.0 DEFINED TERMS

- 1.1 Words and expressions not defined in this Renewal Agreement but defined in the *Gwets'en Nilt'i Pathway Agreement* have the same meaning whenever used in this Renewal Agreement.
- 1.2 In this Renewal Agreement, including the preamble:
  - "BC Renewal Funding Offer" means the offer provided by British Columbia and accepted by the Tsilhqot'in Nation setting out the terms and conditions for the funding described in 4.2;
  - "Canada Renewal Funding Offer" means the written offer provided by Canada and accepted by the Tsilhqot'in Nation setting out the terms and conditions for the funding described in 4.1;
  - "Extension Period" means the period between April 1, 2024 and March 31, 2029;
  - "Gwets'en Nilt'i Pathway Agreement" means the Gwets'en Nilt'i Pathway Agreement dated for reference July 25, 2019 between the Tŝilhqot'in Parties, Canada and British Columbia, included at Appendix 'A'; and
  - "Renewal Agreement" means this Agreement to Renew and Extend the Gwets'en Nilt'i Pathway Agreement.

#### 2.0 PURPOSE

2.1 The purpose of this Renewal Agreement is to reaffirm and renew the Parties' commitment to the *Gwets'en Nilt'i Pathway Agreement* and the shared goal of bringing transformative change to the lives of the Tŝilhqot'in peoples and to the relationship between the Tŝilhqot'in Nation, Canada and British Columbia.

#### **3.0 TERM**

- 3.1 The term of the Renewal Agreement is April 1, 2024 until March 31, 2029.
- 3.2 All terms and conditions of the *Gwets'en Nilt'i Pathway Agreement* remain in full force and effect, except as expressly set out in this Renewal Agreement.
- 3.3 Prior to April 1, 2028, the Parties will commence a review of the progress achieved during the Extension Period, and explore steps to continue advancing and achieve the shared vision and commitments set out in the *Gwets'en Nilt'i Pathway Agreement*.

#### 4.0 FUNDING

- 4.1 Canada will provide funding to the Tŝilhqot'in Nation for the Extension Period as contemplated by section 17.4 of the *Gwets'en Nilt'i Pathway Agreement* in such an amount and on such terms and conditions as agreed to by Canada and the Tŝilhqot'in Nation in the Canada Renewal Funding Offer. This funding will be non-renewable.
- 4.2 This Renewal Agreement does not commit funding from Canada for fisheries matters for the Extension Period beyond the existing commitments under the Reconciliation Agreements Program Contribution Agreement between the Tŝilhqot'in Nation and Canada, which expires on March 31, 2026. Any further funding from Canada for fisheries matters, during or after the Extension Period, will be pursuant to the terms of further agreements that may be negotiated.
- 4.3 British Columbia will provide funding or resources to the Tŝilhqot'in Nation for the Extension Period as contemplated by section 17.4 of the *Gwets'en Nilt'i Pathway Agreement* in such an amount and on such terms and conditions as agreed to by British Columbia and the Tŝilhqot'in Nation in the BC Renewal Funding Offer. This funding or resources will be non-renewable.
- 4.4 The funding or resources provided in sections 4.1 and 4.3 will fulfill Canada's and British Columbia's commitments under section 17.4 of the *Gwets'en Nilt'i Pathway Agreement*.
- 4.5 Any further funding provided by Canada and funding or resources provided by British Columbia after the Extension Period will be pursuant to the terms of further agreements that may be negotiated for the implementation of matters envisioned in sections 6.0 13.0 of the *Gwets'en Nilt'i Pathway Agreement*.

- 4.6 For further clarity, the Parties agree that obligations under section 15.1, and 15.2 of the Gwets'en Nilt'i Pathway Agreement are satisfied and do not continue.
- 5.0 EFFECTIVE DATE
- 5.1 This Renewal Agreement will come into effect as of April 1, 2024.
- 5.2 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Renewal Agreement.
- 6.0 EXECUTION
- 6.1 This Renewal Agreement may be executed in counterparts and by facsimile by the Parties.

IN WITNESS WHEREOF the Parties hereby execute this Agreement as set out below:

ON BEHALF OF THE GOVERNMENT OF CANADA:

The Honourable Gary Anandasangaree Minister of Crown-Indigenous Relations The Honourable Diane Lebouthillier Minister of Fisheries, Oceans and the Canadian Coast Guard

Witnessed By:

The Right Honourable Justin Trudeau, P.C., M.P.

Prime Minister of Canada

ON BEHALF OF THE GOVERNMENT OF BRITISH COLUMBIA:

The Honourable Murray Rankin, K.C.

Minister of Indigenous Relations and Reconciliation

The Honourable George Heyman Minister of Environment and

Climate Change Strategy

Witnessed By:

#### ON BEHALF OF THE TŜILHQOT'IN NATION AND THE TŜILHQOT'IN PARTIES:

Nits'il'in (Chief) Joe Alphonse,

O.B.C., LL.D. (hon.)

Tl'etinqox Government

TNG Tribal Chair

Nits'il?in Troy Baptiste
?Esdilagh First Nation

Nits'il?in Ruger William, LL.D. (hon.)
Xeni Gwet'in First Nations Government

Nits'il?in Otis Guichon, Sr.

Tŝideldel First Nation TNG Vice-Chair

Nits'il?in Francis Laceese

Tl'esqox (Toosey Indian Band)

Nits'il?in Lennon Solomon Yuneŝit'in Government

#### Appendix 'A': Gwets'en Nilt'i Pathway Agreement

# Gwets'en Nilt'i Pathway Agreement



















# GWETS'EN NILT'I PATHWAY AGREEMENT (the "Agreement")

Dated for reference July 25, 2019

#### BETWEEN:

#### THE TŜILHQOT'IN NATION as represented by:

Xeni Gwet'in First Nations Government,
Yuneŝit'in Government,
Tl'etinqox Government,
?Esdilagh First Nation,
Tŝideldel First Nation,
Tl'esqox (Toosey Indian Band), and
the Tŝilhqot'in National Government ("TNG")

("Tŝilhqot'in Parties")

#### AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Crown-Indigenous Relations and the Minister of Fisheries, Oceans and the Canadian Coast Guard

("Canada")

#### AND:

## HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

as represented by the Minister of Indigenous Relations and Reconciliation

("British Columbia")

(Collectively, the "Parties")

#### WHEREAS:

- A. On June 26, 2014, the Supreme Court of Canada rendered its unanimous judgment in *Tŝilhqot'in Nation*, recognizing Aboriginal title for the first time in Canadian history, in the homeland of the Tŝilhqot'in peoples.
- B. The *Tŝilhqot'in Nation* judgment offers a profound opportunity for Canada, British Columbia, the Tŝilhqot'in Nation, and all First Nations, to renew and strengthen a

- shared vision of First Nations as true partners in the economic, political and social future of Canada and this Province.
- C. The Tŝilhqot'in Nation has governed itself since long before contact with Europeans, in accordance with its own inherent laws, jurisdiction, governance and responsibilities. For generations, the Tŝilhqot'in people have vigorously protected their culture, their homeland, and their right to self-determination as Indigenous Peoples. The Tŝilhqot'in were not active participants in the Confederation of Canada and they are still striving to establish a true nation-to-nation relationship with Canada.
- D. The Tŝilhqot'in Nation is committed to advancing its right to self-determination and the other rights and interests of the Tŝilhqot'in peoples under constitutional and international law. The Tŝilhqot'in Nation is represented by the Tŝilhqot'in National Government and by the Tŝilhqot'in communities of Xeni Gwet'in First Nations Government ("Xeni Gwet'in"), Yuneŝit'in Government, Tl'etinqox Government, ?Esdilagh First Nation, Tŝideldel First Nation, and Tl'esqox (Toosey Indian Band) ("Tŝilhqot'in Communities").
- E. The Tŝilhqot'in Nation and British Columbia entered the *Nenqay Deni Accord* on February 11, 2016 ("*Accord*") to establish a comprehensive framework for longer-term negotiations to reconcile the rights, interests and goals of the Tŝilhqot'in Nation and British Columbia in Tŝilhqot'in Territory.
- F. On May 10, 2016, Canada fully endorsed the United Nations' *Declaration on the Rights of Indigenous Peoples* without qualification and committed to implement the *Declaration* in partnership with Indigenous Peoples.
- G. The Tŝilhqot'in Nation and Canada entered the *Letter of Understanding* on January 27, 2017 ("*Letter of Understanding*") as the first step in achieving a lasting and comprehensive reconciliation for the Tŝilhqot'in people, based on recognition of rights, respect, co-operation and true partnership.
- H. The Tŝilhqot'in Nation and British Columbia signed the Letter of Commitment on October 31, 2017 ("Letter of Commitment"), renewing the commitment to the Accord and the shared intention, through this work, to implement the Tŝilhqot'in Nation decision, the United Nations' Declaration on the Rights of Indigenous Peoples, and the Calls to Action of the Truth and Reconciliation Commission.
- I. Canada has released the *Principles Respecting the Government of Canada's Relationship with Indigenous Peoples*, and British Columbia has released *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples* as an important starting point, in each case, for the Crown to engage in partnership, and a significant move away from the *status quo* to a fundamental change in the relationship with Indigenous peoples.

- J. The Tŝilhqot'in Nation and Canada signed the *Gwets'en Nilt'i* Pathway Letter on November 2, 2018, on the declared Aboriginal title lands of the Tŝilhqot'in peoples, to affirm the shared vision in the *Letter of Understanding* and to set out next steps on the path to reconciliation.
- K. In the *Gwets'en Nilt'i* Pathway Letter, Canada fully committed to recognizing the Tŝilhqot'in Nation and its rights of governance and self-determination. Canada and the Tŝilhqot'in Nation agreed to work together to develop an agreement by Spring 2019 that sets out the milestones on this path and establishes clear, transformative steps towards achieving true and lasting reconciliation for the Tŝilhqot'in people and an enduring nation-to-nation relationship with Canada.
- L. The Parties recognize that the Tŝilhqot'in Nation, Canada and British Columbia each have a critical role in advancing reconciliation. The Parties are committed to cooperation across Indigenous, provincial and federal jurisdictions as needed to support transformative change for the Tŝilhqot'in peoples.
- M. The Parties enter this Agreement to build on the foundational work of the *Accord* and the *Letter of Understanding* and to set out their shared commitment, vision and path for achieving true and lasting reconciliation and a better future for the Tŝilhqot'in Nation, Canada and British Columbia.

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

#### 1.0 PURPOSE

- 1.1 The purpose of this Agreement is to bring transformative change during the term of this Agreement to the lives of the Tŝilhqot'in peoples and to the relationship between the Tŝilhqot'in Nation, Canada and British Columbia.
- 1.2 This Agreement is grounded in recognition and respect for the rights of the Tŝilhqot'in Nation, as Indigenous peoples, to self-determination and self-governance, as affirmed by the United Nations' *Declaration on the Rights of Indigenous Peoples* and section 35 of the *Constitution Act, 1982*.
- 1.3 This Agreement builds on the Parties' ongoing reconciliation efforts under the *Accord*, the *Letter of Understanding* and the *Gwets'en Nilt'i* Pathway Letter. In this Agreement, the Parties set out together the shared vision, mutual commitment and clear transformative steps toward true and lasting reconciliation for the Tŝilhqot'in Nation, Canada and British Columbia.

#### 2.0 THE PILLARS OF RECONCILIATION

2.1 The Parties commit to work together to achieve the shared vision for each of the following "pillars of reconciliation" ("Pillars"), as described in sections 6.0 – 13.0:

- a. Tŝilhqot'in Governance;
- b. Strong Tŝilhqot'in Culture and Language;
- c. Healthy Children and Families;
- d. Healthy Communities;
- e. Justice:
- f. Education and Training;
- g. Tŝilhqot'in Nen (Lands, Waters & Resources); and
- h. Sustainable Economic Base.
- 2.2 The Parties will address each of the Pillars in accordance with the Guiding Principles.
- 2.3 The Parties will be guided by the shared vision for each Pillar and the overall goal of sustained, substantive steps towards:
  - a. recognizing Tŝilhqot'in jurisdiction, governance, law and responsibilities in respect of each Pillar;
  - b. reconciling the Parties' respective jurisdictions, governance, laws and responsibilities in respect of each Pillar;
  - establishing the lasting institutions, structures and processes required for the Tŝilhqot'in Nation to effectively assume and exercise its governmental role and responsibilities across the Pillars;
  - d. building capacity within the Tŝilhqot'in Nation and Tŝilhqot'in Communities to effectively assume and exercise governmental authorities and responsibilities; and
  - e. developing and adapting the fiscal framework between the Parties as the Tŝilhqot'in Nation assumes and exercises its governmental role and responsibilities across the Pillars.

#### 3.0 GUIDING PRINCIPLES

- 3.1 The Parties will implement this Agreement in accordance with the guiding principles set out in this section ("Guiding Principles").
- 3.2 <u>Self-Determination</u>: It is the right and responsibility of the Tŝilhqot'in Nation to chart its own path of self-determination, reflecting the priorities, goals and aspirations of the Tŝilhqot'in peoples. Canada and British Columbia will work collaboratively with the Tŝilhqot'in Nation to assess how best to support the Tŝilhqot'in on this path of self-determination and to attempt, in good faith, to reduce conflict and to harmonize the Parties' respective laws, jurisdictions and responsibilities.
- 3.3 <u>Sustained Progress</u>: The Parties recognize that transformative change for the Tŝilhqot'in peoples requires immediate and sustained progress towards the shared vision for each of the Pillars, through identified stages, in a manner that continuously strengthens Tŝilhqot'in governance and self-determination, reconciles authorities and builds effective partnerships with Canada and British Columbia, and improves the lives of Tŝilhqot'in members ("Tŝilhqot'in Citizens") and Tŝilhqot'in Communities.
- 3.4 <u>Collaboration</u>: Harmonization of laws and true and lasting reconciliation will require a cooperative approach that will be guided by section 35(1) of the *Constitution Act*, 1982 and the United Nations *Declaration on the Rights of Indigenous Peoples*. To the fullest extent possible, the Parties will avoid adversarial positions in their engagement with each other and jointly address challenges and achieve progress through respectful engagement, mutual understanding and a spirit of collaboration.
- 3.5 Recognition and Respect: Recognition of rights, respect, co-operation and partnership are the foundation for transformative change. The Parties will engage on a nation-to-nation, government-to-government basis, respecting each other as partners and equals. As part of reconciliation, Canada and British Columbia acknowledge that transformative change and implementation of Tŝilhqot'in Aboriginal rights will be based on recognition rather than extinguishment, surrender or modification.
- 3.6 <u>Decision-making and Mandates</u>: The Parties will structure their teams, negotiation tables and processes to ensure quick access to individuals best positioned to provide the required mandate, decision or direction.
- 3.7 <u>Holistic Approach</u>: The Parties recognize that the goals of the Agreement are inter-related and must be approached holistically.
- 3.8 <u>Flexible and Innovative Arrangements</u>: The Parties will consider any arrangements to achieve the goals of the Agreement, including interim

agreements, comprehensive agreements, memoranda of understanding, ceremonies, protocols, legislation, policy changes, revenue sharing or any combination thereof.

The Parties will use a flexible and creative approach to develop opportunities and arrangements as required to achieve the goals set out in the Agreement, even if they are different from the *status quo* or do not fit easily into existing regimes, laws, programs, policies or structures.

3.9 <u>Touchstones:</u> The Parties will work to implement the *Tŝilhqot'in Nation* decision, the United Nations' *Declaration on the Rights of Indigenous Peoples* and the Calls to Action of the Truth and Reconciliation Commission through all of the work under this Agreement.

#### 4.0 IMPLEMENTATION TABLES

- 4.1 The Parties will utilize the tables and structures established under the *Accord* and the *Letter of Understanding* to implement this Agreement; specifically:
  - a. the Leadership Table between the Tŝilhqot'in Nation and British Columbia established pursuant to section 5.1 of the *Accord* ("Leadership Table");
  - b. the Working Group between the Tŝilhqot'in Nation and British Columbia established pursuant to section 5.1 of the *Accord* ("BC Working Group");
  - c. the Sub-Tables established by the Tŝilhqot'in Nation and British Columbia pursuant to section 5.2 of the *Accord* ("**Sub-Tables**"):
    - Governance Sub-Table
    - Economic Development Sub-Table
    - Social, Cultural, Education and Justice Sub-Table
    - Lands and Resources Sub-Table
    - Declared Title Area Implementation Sub-Table;
  - d. the Leadership and Steering Committee meetings established by the Tŝilhqot'in Nation and Canada pursuant to sections 7 and 8 of the *Letter of Understanding*;
  - e. the Working Group between the Tŝilhqot'in Nation and Canada established pursuant to section 9 of the *Letter of Understanding* ("Federal Working Group"); and
  - f. the sub-committees established by the Federal Working Group (including the Fisheries Working Group and the Military Block Sub-Committee).

- 4.2 The Parties may establish additional tables, structures and processes to implement this Agreement.
- 4.3 The Parties recognize that both bilateral and trilateral discussions are required to achieve the goals of this Agreement. Tripartite engagement may occur between leadership or at the Working Group or Sub-Table level, or through any other means deemed beneficial. The Parties will adopt a flexible and results-oriented approach to engagement and commit to participate in bilateral and trilateral discussions as required to implement this Agreement in an effective, efficient and expeditious manner.

#### 5.0 SHARED VISION AND PATHWAYS

- 5.1 The Parties have set out a shared vision for each of the Pillars, as described in sections 6.0 13.0, below. The Tŝilhqot'in Nation has identified priorities and the Parties have set out pathways ("Pathways") with short-, mid-, and long-term milestones for achieving the shared vision for each Pillar ("Milestones"). The Pathways are attached as Schedule A to this Agreement.
- 5.2 The Parties will work collaboratively and in good faith through the implementation tables identified in section 4.0 to advance the Pathways and achieve the Milestones. The Parties acknowledge that progress on the Pathways depends on additional discussions, agreements, mandates and decisions by each Party and may also be affected by circumstances beyond the control of the Parties. For this reason, the Pathways and Milestones are not legally binding on the Parties, but instead represent the shared intention and understanding of the Parties.
- 5.3 The Parties recognize that the Pathways and Milestones are dynamic and will continue to be adapted, collaboratively, in response to changing circumstances and new opportunities and challenges as they arise.
- 5.4 The Parties will review, build on, and adapt existing work plans to align with the Pathways and Milestones under this Agreement.
- 5.5 The Parties acknowledge that continued work under the Long-Term Milestones in each of the Pathways is subject to this Agreement being extended or replaced in accordance with section 17.3, or as further agreed between the Parties.
- 5.6 The Parties will advance, and adapt as appropriate, the Pathways and Milestones in accordance with the Guiding Principles and section 2.3 of this Agreement.

#### 6.0 TŜILHQOT'IN GOVERNANCE

6.1 The Parties will work together to make immediate and sustained progress toward the following shared vision for this Governance Pillar:

- Canada, British Columbia and the Tŝilhqot'in Nation recognize and reconcile their respective jurisdictions, governance, laws and responsibilities;
- b. the Tŝilhqot'in Nation governs itself, the Tŝilhqot'in Communities and Tŝilhqot'in Citizens pursuant to Tŝilhqot'in governance structures, laws and values;
- c. the Tŝilhqot'in Nation exercises law-making powers and provides autonomous governance and government programs for Tŝilhqot'in Citizens and Tŝilhqot'in Communities, including matters of Tŝilhqot'in culture, heritage, identity, language and institutions; and
- d. in accordance with section 6.1(a) and section 12.1(f), the Tŝilhqot'in Nation exercises recognized governance and law-making powers with respect to lands and resources.
- 6.2 Canada and British Columbia recognize the citizens of the Tŝilhqot'in Nation as:
  - a. "Aboriginal peoples of Canada" under section 35 of the *Constitution Act*, 1982, who collectively hold Aboriginal title and Aboriginal rights, including the inherent right of self-government; and
  - b. "Indigenous peoples" under the United Nations' *Declaration on the Rights of Indigenous Peoples* which, among other matters, recognizes the right to self-determination and self-government, and to the preservation, practice and revitalization of Indigenous cultures and traditions
  - and the Tŝilhqot'in Nation, Canada and British Columbia agree, as set out in section 3.9, the application of the United Nations' *Declaration on the Rights of Indigenous Peoples* to the Tŝilhqot'in Nation will be determined through the implementation of this Agreement.
- 6.3 The Tŝilhqot'in Nation is actively undertaking the work to renew, revitalize and ratify a truly Tŝilhqot'in governance system, endorsed by the Tŝilhqot'in people, and grounded in Tŝilhqot'in law, values and responsibilities. Canada and British Columbia are committed to supporting the Tŝilhqot'in Nation on this path of self-determination.
- 6.4 In collaboration with the Tŝilhqot'in Nation, Canada and British Columbia will each take the steps, as appropriate and within each Party's respective jurisdiction and authority, including recommending legislation to Parliament and the Legislature of British Columbia, to:

- a. recognize the governance system of the Tŝilhqot'in Nation as an inherent Indigenous government with legal capacity and authorities as a government, operating outside of the *Indian Act* and the *Canada Not-for-profit Corporations Act*;
- b. develop and implement the necessary steps for the Tŝilhqot'in Communities to transition from the *Indian Act* to recognized, inherent Tŝilhqot'in Community governments;
- c. support the exercise of Tŝilhqot'in governmental funding authorities (potential examples include taxes, fees, licences, fines and penalties, leases, grants and investments) as agreed and established by the Parties over time; and
- d. develop a renewed, flexible and stable fiscal framework, adapted by the Parties over time, to support the Tŝilhqot'in Nation in effectively exercising its jurisdictions, authorities and responsibilities as a government.
- 6.5 The Tŝilhqot'in Nation and British Columbia agree that the work undertaken under this section is intended to advance the commitment in section 6.3 of the *Accord*.
- 6.6 The Pathway for achieving the shared vision for this Pillar is attached to this Agreement as Schedule "A".

#### 7.0 STRONG TŜILHQOT'IN CULTURE AND LANGUAGE

- 7.1. The Parties will work together to make immediate and sustained progress toward the following shared vision for this Pillar:
  - a. Tŝilhqot'in Citizens fluent in, and proud of, their language and culture;
  - b. public awareness, appreciation and understanding of Tŝilhqot'in culture, history and heritage; and
  - recording and preservation of Tŝilhqot'in language, beliefs, oral histories including legends, and cultural knowledge for the benefit of future generations.
- 7.2 The Pathway for advancing the shared vision for this Pillar is attached to this Agreement as Schedule "A".

#### 8.0 HEALTHY CHILDREN AND FAMILIES

8.1 The Parties will work together to make immediate and sustained progress toward the following shared vision for this Pillar:

- a. health indicators for Tŝilhqot'in children and families on par with or exceeding standards for non-Aboriginal children and families;
- b. culturally appropriate and effective counseling, treatment, healing and wellness programs for Tsilhqot'in Citizens, and
- c. adequate support for Tŝilhqot'in children and families, delivered and managed by Tŝilhqot'in Communities, in accordance with Tŝilhqot'in laws and values.
- 8.2 The Pathway for advancing the shared vision for this Pillar is attached to this Agreement as Schedule "A".

#### 9.0 HEALTHY COMMUNITIES

- 9.1 The Parties will work together to make immediate and sustained progress toward the following shared vision for this Pillar:
  - a. standards of living for Tŝilhqot'in Communities on par with or exceeding non-Aboriginal communities, including housing, infrastructure, roads and access to clean water;
  - Tŝilhqot'in Communities supporting their own well-being and healthy standards of living through economic self-sufficiency, to the extent practicable; and
  - c. seamless and effective emergency management in the region, including wildfire response, across governments (federal, provincial and Indigenous), in a manner that supports the role and capacity of the Tŝilhqot'in Nation and Tŝilhqot'in Communities as true partners and leaders in emergency management.
- 9.2 The Pathway for advancing the shared vision for this Pillar is attached to this Agreement as Schedule "A".

#### 10.0 JUSTICE

- 10.1 The Parties will work together to make immediate and sustained progress toward the following shared vision for this Pillar:
  - a. representation of Tŝilhqot'in Citizens at each stage of the criminal justice system is equal to or below the representation of non-Aboriginal peoples, proportionally to their respective populations;
  - b. Tŝilhqot'in Citizens have access to appropriate education and support in relation to the criminal justice system, including innovative preventative

- and restorative strategies and alternatives that are consistent with Tŝilhqot'in laws and values.
- 10.2 The Pathway for advancing the shared vision for this Pillar is attached to this Agreement as Schedule "A".

#### 11.0 EDUCATION AND TRAINING

- 11.1 The Parties will work together to make immediate and sustained progress toward the following shared vision for this Pillar:
  - a. education funding and outcomes in Tŝilhqot'in Communities are on par with or exceeding those in non-Aboriginal communities;
  - b. education programs are developed and delivered by the Tŝilhqot'in Communities, with strong language and cultural components;
  - public schools provide a safe and welcoming place for Tŝilhqot'in
     Citizens, with appropriate First Nations culture and history components, developed with the Tŝilhqot'in; and
  - d. Tŝilhqot'in Citizens have meaningful opportunities for post-secondary education and training.
- 11.2 The Pathway for advancing the shared vision for this Pillar is attached to this Agreement as Schedule "A".

#### 12.0 TŜILHQOT'IN NEN (LANDS, WATERS & RESOURCES)

- 12.1 The Parties will work together to make immediate and sustained progress toward the following shared vision for this Pillar:
  - a. Tŝilhqot'in Aboriginal rights, including Aboriginal title, are recognized and reconciled in a manner that reflects the *Tŝilhqot'in Nation* decision, section 35 of the *Constitution Act*, 1982, and the United Nations' *Declaration on the Rights of Indigenous Peoples*, including the principle of free, prior informed consent;
  - b. The Tŝilhqot'in Nation and British Columbia, in partnership with Canada as required, achieve and refine the shared vision and priorities set out in section 12 of the *Accord* and the *Letter of Commitment*;
  - c. The Tŝilhqot'in Nation, Canada and British Columbia establish lasting structures and processes that reduce conflict over land and resource management (including fisheries) and support consensus outcomes

- reflecting the principle of free, prior informed consent in the United Nations' *Declaration on the Rights of Indigenous Peoples*;
- d. Seamless, effective and integrated partnership across governments (federal, provincial and Indigenous) including, as collaboratively defined, a direct and meaningful role for the Tŝilhqot'in Nation in stewardship, monitoring, compliance and enforcement activities (including fisheries);
- e. The Tŝilhqot'in Nation, Canada and British Columbia, by agreement or other means, including recommending legislation to Parliament and the Legislature of British Columbia, harmonize their respective laws, jurisdictions and responsibilities in respect of Tŝilhqot'in *nen*; and
- f. The Tŝilhqot'in Nation revitalizes its long and enduring relationships with neighbouring First Nations, renews the strong ties based on family and trade relationships, and seeks to establish positive ways of working together that honour and respect each other's respective laws, rights and interests in relation to lands, waters and resources, and create new opportunities for mutual benefit.
- 12.2 The Parties will continue to work cooperatively and collaboratively to support strong Tŝilhqot'in governance and management of the Declared Title Area and to foster a stable transition to full management, benefit and control of the Declared Title Area by the Tŝilhqot'in Nation while respectfully engaging third parties and attempting to address their interests within the Declared Title Area.
- 12.3 In this Agreement, the "**Declared Title Area**" means the area subject to the declaration of Aboriginal title granted by the Supreme Court of Canada in *Tŝilhqot'in Nation v British Columbia*, 2014, SCC 44.
- 12.4 The Pathways for advancing the shared vision for this Pillar are attached to this Agreement as Schedule "A" which, in addition to the General Pathway, includes the Fisheries Pathway, the Military Block Pathway and the Declared Title Area Pathway.

#### 13.0 SUSTAINABLE ECONOMIC BASE

- 13.1 The Parties will work together to make immediate and sustained progress toward the shared vision of a strong, sustainable economic and fiscal base for the Tŝilhqot'in Nation and economic development that supports Tŝilhqot'in government services and contributes positively to the region.
- 13.2 The Pathway for advancing the shared vision for this Pillar is attached to this Agreement as Schedule "A".

#### 14.0 DISPUTE RESOLUTION

- 14.1 Further to the Guiding Principles, the Parties are committed to addressing conflict and disagreement in a constructive and mutually respectful way.
- 14.2 If a dispute arises relating to the interpretation or implementation of this Agreement, or pursuant to section 14.9 or 17.5 of this Agreement (a "Dispute"), the TNG, Canada or British Columbia may bring the Dispute to the attention of the BC Working Group or Federal Working Group, as appropriate, by written notice outlining the details of the Dispute. If the matter requires all Parties for resolution ("Tripartite Dispute"), written notice will be provided to all Parties, and a tripartite Working Group ("Tripartite Working Group") will be convened to address the matter.
- 14.3 The appropriate Working Group (BC, Federal, Tripartite) will discuss and attempt to resolve the Dispute, with direction from the involved Parties' respective Leadership, where required. The Working Group will have 10 Business Days from receipt of the written notice under section 14.2 to try to resolve the matter, unless the Working Group agrees to extend the timeline.
- 14.4 If the Working Group cannot resolve the Dispute, the Leadership Table (for Disputes involving British Columbia) or Leadership or Steering Committee meetings (for Disputes involving Canada) will be convened to discuss and attempt to resolve the Dispute or provide further direction to the Working Group. For Tripartite Disputes, a leadership meeting will be convened comprising the Leadership Table (British Columbia) and the Leadership or Steering Committee (Canada). Leadership will have 10 Business Days to try to resolve the matter, unless Leadership agrees to extend the timeline.
- 14.5 Additionally, the Parties will utilize any dispute resolution mechanisms agreed to by the Parties in relation to a specific dispute, including but not limited to:
  - a. exploring culturally specific resolution mechanisms;
  - b. developing focused work plans or side agreements;
  - c. inviting senior officials with an interest in the matter to participate in the dispute resolution process;
  - d. extending timelines to attempt to reach resolution;
  - e. exploring possible amendments to this Agreement; and
  - f. appointing facilitators or mediators.

- 14.6 A Party will not initiate or take any steps in litigation related to a Dispute until it has exhausted the dispute resolution process set out in this section.
- 14.7 For clarity, nothing in this section prevents or limits the ability of any Party to seek relief in court relating to a Dispute after exhausting the dispute resolution processes set out in sections 14.1 14.8 or if a Party still considers the Dispute unresolved more than 60 days after the Dispute was brought to the attention of the Working Group under section 14.2.
- 14.8 Notwithstanding section 14.6, any Party may bring judicial proceedings relating to a Dispute at any time:
  - a. to prevent the loss of a right to commence proceedings due to the expiration of a limitation period;
  - b. to obtain interlocutory or other interim relief; or
  - c. to conduct depositions, or seek a court order to conduct depositions, as may be agreed to by the Parties or ordered by a court.
- 14.9 The Tŝilhqot'in Nation will exhaust the dispute resolution process set out in sections 14.1 to 14.8 prior to initiating, participating in, or taking any further steps in any ongoing, civil claim for a declaration of Aboriginal title that names Canada or British Columbia as a defendant. If the matter is not resolved to the satisfaction of the Tŝilhqot'in by this dispute resolution process, the Tŝilhqot'in can take further steps in its action, proceeding or ongoing litigation without further notice to Canada or British Columbia, except as required by the applicable Supreme Court Civil Rules.

#### 15.0 FUNDING

- 15.1 British Columbia will provide the TNG with:
  - a. \$3,500,000 within thirty (30) days of the Effective Date; and
  - b. \$3,500,000 within three (3) months, following April 1, 2020,
  - to implement this Agreement.
- 15.2 In addition, the Parties will seek to negotiate funding to be provided by Canada and additional funding to be provided by British Columbia to implement this Agreement.
- 15.3 The funding provided by British Columbia under section 15.1 will satisfy British Columbia's obligations under sections 19.1(d) of the *Accord*.

- 15.4 The provision of funding by Canada and British Columbia under section 15.2 will also be conditional on, and subject to:
  - a. obtaining all necessary policy and financial mandates and approvals, which may include Cabinet and Treasury Board approvals;
  - b. application of any applicable funding policies, directives, and processes, including applicable Treasury Board policies and directives on transfer payments; and
  - c. the completion of one or more funding agreements between the Parties setting out all relevant terms and conditions of the funding, including potential reporting requirements in addition to those set out in sections 15.6 15.8.
- 15.5 The provision of funds by British Columbia under section 15.1 and section 15.2 are subject to the *Financial Administration Act* and an appropriation of funds being available in the fiscal year during which payment is due. The provision of funds by Canada under section 15.2 is subject to an appropriation of funds by Parliament.
- 15.6 Annual payments described in section 15.1 and negotiated under section 15.2 will be released by Canada and British Columbia respectively following receipt of an annual report in each fiscal year that provides a high level summary of expenditures and achievements from the previous year's implementation funding. The form and manner of that report will be agreed to by the Parties.
- 15.7 The TNG will ensure that the annual report referred to in section 15.6 of this Agreement is submitted to Canada and British Columbia at least thirty (30) days prior to the next scheduled payment.
- 15.8 The TNG will ensure that the reports referred to in section 15.6 of this Agreement are posted in a manner making them reasonably available to Tŝilhqot'in Citizens and the public. If, due to technical limitations, the TNG is unable to make the reports available in this manner, Canada or British Columbia may assist in the public dissemination of the reports.
- 15.9 This Agreement does not preclude the Tŝilhqot'in Parties from accessing any funding, program or initiative that Canada or British Columbia might normally make available to other First Nations. The Parties agree that this Agreement is of benefit to all Parties and that as a principle, the Parties agree to discuss and pursue supplemental funding sources that may contribute to the implementation of this Agreement.

#### 16.0 OTHER AGREEMENTS

- 16.1 This Agreement is intended to build on and advance the Parties' reconciliation efforts under the *Accord* (as contemplated by section 21.7 and 21.8 of the *Accord*) and the *Letter of Understanding* and *Gwets'en Nilt'i* Pathway Letter.
- This Agreement is intended to replace the *Accord* and advance the *Letter of Understanding* and other written agreements between the Tŝilhqot'in Parties, Canada and/or British Columbia. For clarity, the commitments set out in sections 10 and 12-14 and 16 of the *Accord* continue under this Agreement.
- 16.3 Other written agreements between the Parties, including the Tŝilhqot'in Stewardship Agreement, continue in accordance with their provisions but from time to time may be amended, in writing, by the Parties to those other agreements, to address progress under this Agreement.

#### 17.0 TERM

- 17.1 This Agreement comes into effect upon signature by all Parties (the "Effective Date") and remains in effect until March 31, 2024 (the "Term").
- 17.2 The Term may be extended by written agreement of the Parties.
- 17.3 The Parties are committed to achieving the shared vision for the Pillars set out in sections 6.0 13.0, pursuant to the respective Pathways (attached as Schedule A) and the Guiding Principles set out in section 3.0. Prior to April 1, 2023, the Parties will negotiate in good faith and attempt to reach agreement to extend the Term or replace this Agreement prior to expiry, as required to advance and achieve the shared vision and commitments set out in this Agreement.
- 17.4 In the event that the Parties extend the Term or replace the Agreement pursuant to section 17.3, the Parties will establish, by agreement, stable and predictable funding from Canada and British Columbia to the Tŝilhqot'in Nation to support continued progress towards reconciliation.
- 17.5 The Parties agree that continuing to participate in negotiations and the funding commitments under this Agreement are material obligations of this Agreement ("Material Obligations"). If the Tŝilhqot'in Nation believes Canada or British Columbia is in breach of one of the Material Obligations, or if Canada or British Columbia believes the Tŝilhqot'in Nation is in breach of one of the Material Obligations, the concerned Party may invoke the Dispute Resolution process set out in sections 14.1 to 14.8.
- 17.6 If the other Party is in breach of one of the Material Obligations after the Parties have exhausted the Dispute Resolution process set out in sections 14.1 to 14.8, the concerned Party may suspend their commitments and obligations under this

Agreement in relation to the breaching Party, or pursue any other legal remedy available to the Party.

#### 18.0 GENERAL PROVISIONS

- 18.1 This Agreement may be amended by agreement of the Parties, in writing.
- 18.2 Nothing in this Agreement precludes the Tŝilhqot'in Parties from:
  - a. negotiating or implementing benefit-sharing or other agreements with proponents, third parties, or governments;
  - b. accessing any economic benefits or opportunities that might be available to the Tŝilhqot'in Parties;
  - c. obtaining funding under the Tŝilhqot'in Stewardship Agreement; or
  - d. participating in government programs for which the Tŝilhqot'in Parties may be eligible.
- 18.3 The negotiations conducted pursuant to this Agreement and all related documents are:
  - a. without prejudice to the positions of the Parties in any future negotiations, legal proceedings or any other forum, and shall not be construed as admissions of fact and liability; and
  - b. confidential unless the Parties agree otherwise in writing, subject to applicable access to information and freedom of information laws.
- While the Parties recognize and affirm the declaration of Aboriginal title granted by the Supreme Court of Canada in *Tŝilhqot'in Nation v British Columbia*, 2014 SCC 44, this Agreement does not otherwise create, amend, define, affirm, recognize, abrogate or derogate from any Aboriginal rights or Aboriginal title of the Tŝilhqot'in Nation.
- 18.5 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982.
- 18.6 The Parties enter into this Agreement as a high-level framework to foster and support future negotiations between the Parties. The Parties do not intend, by taking this first step of signing the Agreement and establishing a high-level framework for discussions, to affect or impact in any way the asserted or established rights of other First Nations under section 35 of the *Constitution Act*, 1982.

- 18.7 The Parties agree that this Agreement will be implemented in a manner consistent with the established rights of other First Nations under section 35 of the *Constitution Act 1982*, as well as the ongoing duty of Canada and British Columbia to consult with First Nations and seek to accommodate potential adverse impacts on asserted Aboriginal rights and title claims, as appropriate, in accordance with the common law and the provisions of applicable First Nations' treaties and engagement agreements.
- 18.8 The Parties recognize and acknowledge that other First Nations assert rights and interests under section 35 of the *Constitution Act*, 1982 in the area subject to this Agreement, and are committed to engaging with other First Nations in an open and positive manner to attempt to resolve differences, reconcile interests and find mutually agreeable solutions.
- 18.9 The Parties acknowledge that the boundaries of Tŝilhqot'in *nen* as currently expressed may be amended or adapted over time based on protocols, agreements, areas of shared responsibility and other arrangements between the Tŝilhqot'in Nation and neighbouring First Nations.
- 18.10 This Agreement does not fetter or limit, and shall not be deemed to fetter or limit, the decision-making authority of any Party or their authorized representatives.
- 18.11 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 18.12 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 18.13 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, or explain the scope, extent or intent of this Agreement or any of its provisions.
- 18.14 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.
- 18.15 The use of the word "including" is to be read as not limiting the generality of the preceding term or phrase.
- 18.16 Schedule A is attached to and forms part of this Agreement.
- 18.17 This Agreement may be executed in counterparts and by facsimile by the Parties.

#### 19.0 REPRESENTATIONS AND WARRANTIES

- 19.1 Each of the Tŝilhqot'in Parties represents and warrants to Canada and British Columbia, with the intent and understanding that Canada and British Columbia will rely on them in entering into this Agreement that:
  - The Tŝilhqot'in Parties have the legal power, capacity and authority to enter into this Agreement on their own behalf and on behalf of their Citizens; and
  - b. Subject to its terms, this Agreement is a valid and binding obligation upon them.
- 19.2 Canada and British Columbia represent and warrant to the Tŝilhqot'in Parties, with the intent and understanding that the Tŝilhqot'in Parties will rely on them in entering into this Agreement, that they have the authority to enter into this Agreement and that, subject to its terms, this Agreement is a valid and binding obligation upon them.

IN WITNESS WHEREOF the Parties hereby execute this Agreement as set out below:

ON BEHALF OF THE GOVERNMENT OF CANADA:

The Honourable Carolyn Bennett

Minister of Crown-Indigenous Relations

August 15,2019

Date

The Honourable Jonathan Wilkinson

Minister of Fisheries, Oceans and the

Canadian Coast Guard

August 15,2019

Date

ON BEHALF OF THE GOVERNMENT OF BRITISH COLUMBIA:

The Honourable Scott Fraser

Minister of Indigenous Relations and Reconciliation

August 15,2019

ON BEHALF OF THE TSILHQOT'IN NATION AND THE TSILHQOT'IN PARTIES: August 15,2019 Nits'il2in (Chief) Joe Alphonse Tl'etingox Government TNG Tribal Chair August 15,2019 Date Nits'il?in Russell Myers Ross Yuneŝit'in Government TNG Vice-Chair August 15,2019 Nits'il?in Roy Stump Date ?Esdilagh First Nation August 15,2019 Date Nits il?in Francis Laceese Tl'esqox (Toosey Indian Band) August 15,2019 Nits'il?in Jimmy Lulua Xeni Gwet'in First Nations Government

Tŝideldel First Nation

August 15,2019

Date

#### Schedule A

Gwets'en Nilt'i Pathway Agreement
Pathway Documents

#### **Governance Pathway**

#### **Short-Term Milestones** (Years 1-3)

The short-term milestones focus on recognizing and implementing "core" Tŝilhqot'in governance in respect of such matters as: appointing political leaders, internal systems of governance, decision-making processes, systems of financial management and accountability, citizenship, and such other "core" governmental authorities as may arise.

1. Tŝilhqot'in Nation renews and revitalizes a truly Tŝilhqot'in governance system, endorsed by the Tŝilhqot'in people, and grounded in Tŝilhqot'in law, values and responsibilities.

To achieve this Milestone, the Tŝilhqot'in Nation will continue its ongoing engagement with Communities to develop draft relationships/constitutional principles renewing and revitalizing core Tŝilhqot'in governance matters such as:

- affirmation of Tsilhqot'in unity,
- statement of guiding Tŝilhqot'in values,
- cooperation between Nation and Communities,
- internal systems of governance,
- · decision-making structures and processes,
- systems of financial management and accountability,
- citizenship, and
- other matters as identified.
- 2. Tŝilhqot'in Nation builds internal capacity for strong Nation and Community Governance and to support the transition into greater governmental authority and responsibility.
- 3. In collaboration with the Tŝilhqot'in Nation, Canada and British Columbia each identify the legislative and other steps required to recognize the Tŝilhqot'in Nation as an inherent Indigenous government with legal capacity and authorities as a government.
- 4. The Parties collaborate to identify and develop steps for the Tŝilhqot'in Communities to transition from the Indian Act to recognized, inherent Tŝilhqot'in Community Governments.
- 5. The Parties will jointly identify issues, opportunities, challenges and risks to ensure stable transition from Indian Act to recognized, inherent governance in a manner that benefits but does not negatively impact the Tŝilhqot'in Communities or Citizens.
- 6. Tŝilhqot'in Nation implements key components of traditional governance, to strengthen and shape the path of self-determination, which will include:

- Tŝilhqot'in Nation establishes, maintains and develops the Ts'iqi Dechen Jedilhtan (Women's Council) as a key advisory body.
- Tŝilhqot'in Nation further explores potential role for Nitsil'in Chugh (Grand Chief) with the Tŝilhqot'in Communities.
- Tŝilhqot'in Nation holds annual (or twice-annual) Citizens Forum and assesses potential as permanent governance institution.
- Tŝilhqot'in Nation continues to hold annual (or twice-annual)
   Leadership Assembly (all Chiefs and Councils) and assesses potential as permanent governance institution.
- Tŝilhqot'in Nation continues to hold Tŝilhqot'in Chejaghetadelh (Governance Gatherings) on the land as a critical element of governance revitalization.

#### Mid-Term Milestones (Years 4-5)

- 1. Tŝilhqot'in Nation ratifies a truly Tŝilhqot'in governance system, endorsed by the Tŝilhqot'in people, and grounded in Tŝilhqot'in law, values and responsibilities.
- 2. In collaboration with the Tŝilhqot'in Nation, Canada and British Columbia each take the steps required (legislative and otherwise) to recognize the Tŝilhqot'in Nation as an inherent Indigenous government with legal capacity and authorities as a government, operating outside of the Indian Act and the Canada Not-for-profit Corporations Act.
- 3. The Parties collaborate to implement the identified steps for the Tŝilhqot'in Communities to transition from the Indian Act to recognized, inherent Tŝilhqot'in Community Governments.
- 4. Tŝilhqot'in Nation continues to build internal capacity for strong Nation and Community Governance and to support the transition into greater governmental authority and responsibility.
- 5. The Parties develop a renewed, flexible and stable fiscal framework to support long-term Tŝilhqot'in governance, adaptable over time as the Tŝilhqot'in Nation assumes additional jurisdictions, authorities and responsibilities as a government.
- 6. The Parties collaboratively identify and implement Tŝilhqot'in governmental funding authorities (potential examples include taxes, fees, licences, fines and penalties, leases, grants and investments) as agreed, established and adapted by the Parties over time.
- 7. Tŝilhqot'in Nation continues the work of renewing and revitalizing its inherent governance system, based on feedback, experience and the direction from the Tŝilhqot'in peoples.

#### Long-Term Milestones (Years 6-10 +)

- 1. Tŝilhqot'in Nation has a strong, effective, inherent system of governance, endorsed by the Tŝilhqot'in peoples, grounded in Tŝilhqot'in culture, laws and values, and with the human and financial capacity for stable, long-term success.
- 2. The Nation and Community Governments are recognized and operate pursuant to their inherent rights of self-determination and governance, outside of the *Indian Act*, the tribal council system, and the *Canada Not-for-profit Corporations Act*.
- 3. By agreement(s) or legislation, Canada and British Columbia recognize Tŝilhqot'in jurisdiction and authority in respect of additional subject matters as jointly identified by the Parties (e.g. children and families, education, fisheries) and establish frameworks to harmonize the application of Tŝilhqot'in, British Columbia and federal laws.
- 4. The Parties adapt the renewed, flexible and stable fiscal framework over time to support the Tŝilhqot'in Nation in effectively exercising these additional jurisdictions, authorities and responsibilities as a government.
- 5. Tŝilhqot'in Nation, Canada and British Columbia collaboratively address the remaining areas of jurisdictional conflict or uncertainty and continue to enhance respectful relations to harmonize their respective laws, jurisdictions and responsibilities.

#### Strong Culture and Language Pathway

The milestones focus on implementing Tŝilhqot'in approaches outlined in the Tŝilhqot'in Social Cultural Action Plan that will enhance the Nation's language preservation activities, program development, and community-based language initiatives

#### **Short-Term Milestones** (Years 1-3)

- 1. Tŝilhqot'in Nation builds internal capacity for strong Nation and Community structures that empower citizens to utilize their language and gain fluency.
- 2. Tŝilhqot'in Nation develops proposal for full Tŝilhqot'in language immersion programming and continues to develop innovative tools to support language retention and fluency.
- Tŝilhqot'in Nation builds from feasibility studies to work with partners and integrate immersion programs with early childhood education and primary classes.
- 4. Tŝilhqot'in Nation empowers learners and educators to co-develop with partners the Tŝilhqot'in Language Teacher Certificate Program.

#### Mid-Term Milestones (Years 4-5)

- 1. Tŝilhqot'in Nation formalizes a language teacher certificate program.
- 2. Partners have successfully conducted a pilot teacher certificate program and provide wrap around supports for future language teachers to gain their teaching accreditation.
- 3. Tŝilhqot'in Nation's jurisdiction and responsibilities in respect of culture and language for its Citizens are recognized by Canada and British Columbia, by legislation or agreement.
- 4. The Tŝilhqot'in Nation's jurisdiction and responsibilities in respect of culture and language and long-term Tŝilhqot'in language development as the Tŝilhqot'in Nation advances its programming across Communities and the Nation, is supported by a renewed, flexible and stable fiscal framework.

#### **Long-Term Milestones** (6–10 years +)

- 1. Language programs are self-sufficient with the financial and human resources in place to move the Tŝilhqot'in language from surviving to thriving.
- 2. Tŝilhqot'in Nation has recorded and preserved the language, beliefs, oral histories, and cultural knowledge for the benefit of future generations.

- 3. A comprehensive language program that is integrated across the Nation and Communities utilizing a suite of tools, curriculum and immersion programs that mainstream the Tŝilhqot'in language in all areas of work.
- 4. All Tŝilhqot'in citizens no matter where they live have access and opportunity to learn their language.

#### Healthy Children & Families Pathway

The milestones focus on implementing Tŝilhqot'in child and family approaches outlined in the Tŝilhqot'in Social Cultural Action Plan that will develop preventative and culturally based programs rooted in the Tŝilhqot'in Nation's traditional laws and values.

#### **Short-Term Milestones** (Years 1-3)

- 1. Tŝilhqot'in Nation, Canada and British Columbia implement a culturally based prevention/early intervention model reaffirming traditional Tŝilhqot'in approaches to family and community wellbeing.
- Tŝilhqot'in Nation builds strong Nation and Community based systems that utilize
  the strengths of all partners, and empowers families, communities, and agencies to
  maximize success.
- 3. Tŝilhqot'in Nation, Canada and British Columbia implement new programs that recognize and implement Tŝilhqot'in jurisdiction over child and family services.

#### Mid-Term Milestones (Years 4-5)

- Tŝilhqot'in Nation, Canada and British Columbia have established jurisdictional relationships to engrain Tŝilhqot'in traditional laws and practices as the foundation to a transformed child and family services.
- 2. Tŝilhqot'in child and family services have the fiscal capacity to advance their programming across Communities and the Nation.

#### Long-Term Milestones (Years 6-10 +)

- 1. A transformative and holistic Tŝilhqot'in child and family model is implemented, grounded in Tŝilhqot'in laws, values and responsibilities.
- Tŝilhqot'in child and family services are delivered and managed by the Tŝilhqot'in.
- 3. Tŝilhqot'in Nation's jurisdiction and responsibilities in respect of child and family services for its citizens are recognized, respected and harmonized with the respective jurisdictions and responsibilities of Canada and British Columbia.
- 4. Tŝilhqot'in child and family wellness indicators exceed provincial standards.
- 5. Tŝilhqot'in child and family programs are sustainable and culturally-based, with the financial and human resources in place to transform from surviving to thriving.

#### **Healthy Communities Pathway**

#### **Short-Term Milestones** (Years 1-3)

The short-term milestones focus on transforming the lives of Tŝilhqot'in Citizens and Communities by addressing the needs for safe and healthy homes, essential infrastructure and emergency preparedness.

- 1. Canada and the Tŝilhqot'in Nation implement the Tŝilhqot'in Housing Investment Strategy to address the housing and infrastructure needs in the Tŝilhqot'in Communities. The Parties also explore partnership opportunities with British Columbia to support this initiative.
- 2. Tŝilhqot'in Nation, Canada and British Columbia partner to continue advancing the Tripartite Collaborative Emergency Management Agreement and assess and implement the calls to action in the *Tŝilhqot'in Wildfires Report: The Fire Awakened Us.*

#### Mid-Term Milestones (Years 4-5)

- 1. Tŝilhqot'in Nation and Canada continue to implement the *Tŝilhqot'in Housing* and *Infrastructure Implementation Plan*, in partnership with British Columbia as opportunities are available.
- 2. Tŝilhqot'in Nation, Canada and British Columbia continue to assess and implement the *Tŝilhqot'in Wildfires Report: The Fire Awakened Us* and address the emergency management gaps across all areas for the benefit of First Nations and stakeholders across the country.

#### Long-Term Milestones (Years 6-10 +)

- 1. Tŝilhqot'in Nation and Canada continue to implement the *Tŝilhqot'in Housing* and *Infrastructure Implementation Plan*, in partnership with British Columbia as opportunities are available, with the goal of establishing a sustainable housing and infrastructure program for the Nation supported by strong policy, capacity and governance structures.
- 2. Tŝilhqot'in Nation, Canada and British Columbia have successfully partnered to implement the *Tŝilhqot'in Wildfires Report: The Fire Awakened Us.*
- 3. Tŝilhqot'in Nation, Canada and British Columbia have established seamless and effective emergency management in the region, including wildfire response, across governments (federal, provincial and Indigenous), in a manner that supports the role and capacity of the Tŝilhqot'in Nation and Tŝilhqot'in Communities as true partners and leaders in emergency management.

# **Justice Pathway**

The milestones focus on implementing Tŝilhqot'in approaches outlined in the Tŝilhqot'in Social Cultural Action Plan that will enhance the Nation's justice activities, coordination, program development, and better outcomes.

## **Short-Term Milestones** (Years 1-3)

- Tŝilhqot'in Nation builds strong Nation and Community based systems that utilize
  the strengths of all partners, and empowers families, communities, and agencies to
  maximize success.
- 2. Canada engages with British Columbia and Tŝilhqot'in Nation to explore and define Canada's role in supporting this work, which includes addressing criminal justice, community safety and policing issues for the Tŝilhqot'in Nation.

# Mid-Term Milestones (Years 4-5)

 Tŝilhqot'in Nation, British Columbia and Canada, as required continue advancing the shared vision and priorities of the Parties in respect of justice issues identified above.

- 1. Tŝilhqot'in Nation, British Columbia and Canada achieve and continuously refine the shared vision and priorities of the Parties in respect of justice issues.
- The Parties collaborate to identify and implement steps for Tŝilhqot'in jurisdiction and authority to be recognized in respect of justice issues and programs, and establish frameworks to harmonize the application of Tŝilhqot'in, provincial and federal laws.

## **Education and Training Pathway**

The milestones focus on implementing Tŝilhqot'in approaches outlined in the Tŝilhqot'in Social Cultural Action Plan that will enhance the Nation's education activities, coordination, program development, and students learning outcomes.

#### **Short-Term Milestones** (Years 1-3)

- 1. Tŝilhqot'in Nation builds internal capacity, partnerships and structures that lead to stronger education outcomes for the Nation, Communities and learners.
- 2. Tŝilhqot'in Nation completes the research and development of tools that can integrate Tŝilhqot'in culture and teachings across education systems.
- 3. Tŝilhqot'in Nation builds from feasibility studies and works with British Columbia, Canada and other partners to integrate immersion programs with early childhood education and primary classes.
- 4. Tŝilhqot'in Nation utilizes Adult Education Centre Feasibility Study and works with British Columbia, Canada and other partners to determine how to address adult learning and training needs.

## Mid-Term Milestones (Years 4-5)

- 1. Tŝilhqot'in Nation has fully integrated new curriculums across education systems that proudly reflect Tŝilhqot'in culture and teachings.
- 2. Tŝilhqot'in Nation, British Columbia, Canada and other partners have successfully progressed from feasibility studies, to pilots, to the expansion of innovative language and education programs across the Tŝilhqot'in Nation.
- 3. Tŝilhqot'in Nation's jurisdiction and responsibilities in respect of education for its Citizens are recognized, respected and harmonized with the respective jurisdictions and responsibilities of British Columbia and Canada. In partnership, British Columbia, Canada and the Tŝilhqot'in Nation are co-developing the structures and programming required to deliver culturally appropriate, Tŝilhqot'in-led education to Tŝilhqot'in Citizens from early childhood education through adult learning.
- 4. The Tŝilhqot'in Nation's jurisdiction and responsibilities in respect of education and long-term Tŝilhqot'in education development as the Tŝilhqot'in Nation advances its programming across Communities and the Nation, is supported by a renewed, flexible and stable fiscal framework.

- 1. Tŝilhqot'in Communities and citizens have access to meaningful education programs and supported in all areas of learning.
- 2. Tŝilhqot'in citizens have strong self-sufficient early childhood, kindergarten to grade 12, and adult learning programs in place that support Communities and students attaining their learning aspirations.

## Tŝilhqot'in Nen (Lands, Waters and Resources) Pathway - General

# **Short-Term Milestones** (Years 1-3)

These short-term milestones focus on implementing the vision and priorities identified by Tŝilhqot'in Nation and British Columbia in the Nenqay Deni Accord and the Letter of Commitment, and on engaging collaboratively with Canada to identify and define Canada's role in this work.

- Tŝilhqot'in Nation and British Columbia will convene senior officials, reporting directly to British Columbia and Tŝilhqot'in Nation leadership, to participate in focused meetings with the BC Working Group and/or Lands and Resources Sub-Table Managers on a regular basis to provide leadership and guidance for implementation of the commitments in section 12 of this Agreement, section 12 of the *Nenqay Deni Accord* and the *Letter of Commitment*, as set out in this Pathway. Canada will participate in this work as appropriate.
- Tŝilhqot'in Nation and British Columbia develop an action plan (with short-, midand long-term actions), building on their existing work plans, to advance the shared vision and priorities set out in section 12 of this Agreement, section 12 of the *Nenqay Deni Accord* and the *Letter of Commitment* in accordance with these Milestones.
- 3. Canada engages with British Columbia and Tŝilhqot'in Nation to explore and define Canada's role in supporting the shared vision and priorities set out in section 12 of this Agreement, section 12 of the *Nenqay Deni Accord* and the *Letter of Commitment*.
- 4. Tŝilhqot'in Nation and British Columbia, in partnership with Canada as required, co-develop structures and processes that reduce conflict over land and resource management and support consensus outcomes reflecting the principle of free, prior informed consent in the United Nations' Declaration on the Rights of Indigenous Peoples.
- 5. Tŝilhqot'in Nation continues to build and operate stewardship and monitoring programs as collaboratively defined with British Columbia and Canada (e.g. Fisheries Monitors, Tŝilhqot'in Natural Resource Officers, Tŝilhqot'in Ranger Program) and further develops its strategy for sustainably operating these programs and expanding the Tŝilhqot'in role into compliance and enforcement activities.
- 6. Tŝilhqot'in Nation undertakes community-driven, nation-coordinated strategic planning / land use planning as a foundation for expressing Tŝilhqot'in management priorities, values and interests in Tŝilhqot'in *nen* to support the work with British Columbia in achieving the shared vision and goals set out in section

12 of this Agreement, section 12 of the *Nenqay Deni Accord* and the *Letter of Commitment*.

# Mid-Term Milestones (Years 4-5)

- 1. Tŝilhqot'in Nation and British Columbia, in partnership with Canada as required, continue to advance this Pathway and Milestones to implement the shared vision and priorities set out in section 12 of this Agreement and section 12 of the *Nenqay Deni Accord* and the *Letter of Commitment*.
- 2. Tŝilhqot'in Nation and British Columbia, in partnership with Canada as required, continue to co-develop and implement structures and processes that reduce conflict over land and resource management and support consensus outcomes reflecting the principle of free, prior informed consent in the United Nations' *Declaration on the Rights of Indigenous* Peoples.
- 3. Tŝilhqot'in Nation operates stewardship and monitoring programs (e.g. Fisheries Monitors and Tŝilhqot'in Natural Resource Officers, Tŝilhqot'in Ranger Program) and continues to collaborate with the Parties regarding further expanding the Tŝilhqot'in role into compliance and enforcement activities.
- 4. The Tŝilhqot'in Governments exercise additional jurisdictions, authorities and responsibilities in respect of Tŝilhqot'in *nen*, as collaboratively implemented with British Columbia and Canada to harmonize respective laws and supported by a renewed, flexible and stable fiscal framework.

- Tŝilhqot'in Nation and British Columbia, in partnership with Canada as required, achieve and continuously refine the shared vision and priorities set out in section 12 of this Agreement and section 12 of the *Nenqay Deni Accord* and the *Letter of Commitment*.
- 2. Tŝilhqot'in Nation and British Columbia, in partnership with Canada as required, have established lasting structures and processes that reduce conflict over land and resource management and support consensus outcomes reflecting the principle of free, prior informed consent in the United Nations' *Declaration on the Rights of Indigenous* Peoples.
- 3. Tŝilhqot'in Nation operates sustainable programs for stewardship, monitoring, compliance and enforcement that reflect Tŝilhqot'in Nation authority as an order of government and integrates and harmonizes British Columbia, federal and Tŝilhqot'in regulatory regimes.

- 4. Tŝilhqot'in Nation, British Columbia and Canada, have harmonized their respective laws, jurisdictions and responsibilities in respect of Tŝilhqot'in *nen*, to the extent possible.
- 5. The Tŝilhqot'in Governments exercise additional jurisdictions, authorities and responsibilities in respect of Tŝilhqot'in *nen*, as collaboratively implemented with British Columbia and Canada to harmonize respective laws and supported by a renewed, flexible and stable fiscal framework.

# Tŝilhqot'in Nen (Lands, Waters and Resources) Pathway - Declared Title Area

#### **Short-Term Milestones** (Years 1-3)

These short-term milestones focus on establishing a path, through partnership between Tŝilhqot'in Nation, Xeni Gwet'in First Nations Government ("Xeni Gwet'in"), British Columbia and Canada, to support strong Tŝilhqot'in governance and management of the Declared Title Area, with clarity as to the Parties' respective roles and responsibilities and certainty for residents and stakeholders.

The shared vision and intention is to establish a unique, world-class example of Government-to-Government and Nation-to-Nation partnership grounded in Indigenous leadership, vision and self-determination.

The Tŝilhqot'in Nation and Xeni Gwet'in estimate that success in achieving these milestones requires sustained, multi-year investment by British Columbia and Canada of practical, technical and funding support to establish the capacity, planning and agreements required to advance the shared vision. British Columbia and Canada agree that practical, technical and funding support is critical to success in achieving the Milestones and will work to establish sustained, multi-year funding for this Pathway.

- Xeni Gwet'in and Tŝilhqot'in Nation establish a clear vision and roadmap for sustainable governance and land and resource management in the Declared Title Area.
- 2. Xeni Gwet'in and Tŝilhqot'in Nation develop a strategy for long-term economic development and begin investing in growth in the Declared Title Area.
- 3. Xeni Gwet'in and Tŝilhqot'in Nation begin to build internal capacity for strong Community Governance through training, mentoring and strategic hiring.
- 4. Xeni Gwet'in and Tŝilhqot'in Nation, in collaboration with British Columbia, develop strategic plans for access management and tenure management to transition beyond the current Bridging Agreements and support more active tenure management by Xeni Gwet'in, on behalf of the Tŝilhqot'in Nation, in the Declared Title Area.
- 5. Xeni Gwet'in, Tŝilhqot'in Nation and British Columbia identify critical infrastructure issues in the Declared Title Area and collaboratively develop a plan for infrastructure management.
- 6. Xeni Gwet'in and Tŝilhqot'in Nation begin to develop land use, access, wildlife and forest health management laws, policies and procedures, informed by engagement with British Columbia, Canada, residents and stakeholders. Xeni Gwet'in and Tŝilhqot'in Nation engage collaboratively with British Columbia and

Canada to harmonize respective jurisdictions and authorities as required and the Parties begin to implement critical management measures.

# Mid-Term Milestones (Years 4-5)

- 1. Xeni Gwet'in and Tŝilhqot'in Nation continue to build internal capacity for strong Community Governance and to support the transition into greater governmental authority and responsibility.
- Xeni Gwet'in and Tŝilhqot'in Nation work collaboratively with British Columbia, Canada and regional governments to clarify and harmonize roles and responsibilities regarding land, water and resource management and interests of third parties.
- 3. Xeni Gwet'in and Tŝilhqot'in Nation continue to develop, regulate and enforce land use, access, wildlife and forest health management laws, policies and procedures in the Declared Title Area, informed by engagement with British Columbia, Canada, residents and stakeholders and supported by collaborative work with British Columbia and Canada.
- 4. Xeni Gwet'in and Tŝilhqot'in Nation develop and begin to implement new tenure management and revenue generation systems.

- 1. The Parties have established a clear, seamless regulatory framework for the Declared Title Area that respects and recognizes Tŝilhqot'in ownership, management, benefit and control.
- 2. The Parties have harmonized Tŝilhqot'in land use, access, wildlife and forest health management laws, policies and procedures for the Declared Title Area with provincial, federal and regional regulatory systems.
- 3. Xeni Gwet'in and Tŝilhqot'in Nation have a fully implemented tenure management strategy for the Declared Title Area.
- 4. Xeni Gwet'in and Tŝilhqot'in Nation have the "core" internal capacity required for strong Community Governance and greater governmental authority and responsibility as contemplated by the shared vision and goals of this Pathway.
- 5. Xeni Gwet'in and Tŝilhqot'in Nation have developed and implemented revenue generation systems and opportunities to support sustainable governance of the Declared Title Area.

# Tŝilhqot'in Nen (Lands, Waters and Resources) Pathway - Military Block

#### **Short-Term Milestones** (Years 1-3)

These short-term milestones focus on establishing a respectful working relationship between Canada and the Tŝilhqot'in Nation (and in particular the Tŝilhqot'in Community of Tl'esqox) in respect of Military Lot 7741 ("Military Block").

- 1. Tl'esqox and the Department of National Defence ("DND") enter into an Interim Communication and Engagement Protocol to improve relations and communications regarding the Military Block.
- 2. Tl'esqox and DND collaboratively implement the Interim Communication and Engagement Protocol and identify issues and long term objectives related to the Military Block.

# Mid-Term Milestones (Years 4-5)

1. Tl'esqox, Tŝilhqot'in Nation and Canada negotiate a longer-term *Protocol Agreement* addressing issues related to the Military Block.

## Long-Term Milestones (Years 6-10 +)

1. Tl'esqox, Tŝilhqot'in Nation and Canada collaboratively implement the *Protocol Agreement*, including through the negotiation of additional agreements as necessary.

# **Fisheries Pathway**

#### **Short-Term Milestones** (Years 1-3)

The short-term milestones focus on implementing immediate planning and operational work` related to the governance and management of Tŝilhqot'in fish, fish habitat and fisheries and build off the "Shared Interest Document to Guide Fisheries Reconciliation".

The Tŝilhqot'in Nation and Canada will engage collaboratively with British Columbia to identify and define British Columbia's role in this work.

- 1. Tŝilhqot'in Nation has a clear vision of nation-wide priorities and direction (roadmap/strategy) for advancement of Tŝilhqot'in governance and management of fish, fish habitat and fisheries within Pathway-Reconciliation Agreement.
- 2. Tŝilhqot'in Nation and Canada (and British Columbia as appropriate), develop options and priorities to ensure direct and meaningful role for Tŝilhqot'in Nation in the governance and management of Tŝilhqot'in fish, fish habitat and fisheries.
- 3. Tŝilhqot'in Nation and Canada (and British Columbia as appropriate), jointly identify and implement measures to monitor, protect, restore and enhance fish and fish habitat (including ecosystem resources) that support Tŝilhqot'in fisheries, including the Chilko, Taseko, Chilcotin and Fraser salmon runs, to protect sustainable populations for current and future generations.
- 4. Tŝilhqot'in Nation and Canada (and British Columbia as appropriate), jointly identify and support targeted restoration projects and conservation-enhancement projects for the conservation and rebuilding of Tŝilhqot'in fish, fish habitat and fisheries. Once priority projects have been identified, the Tŝilhqot'in Nation, Canada, and British Columbia (working bilaterally and trilaterally as appropriate) will collaboratively work to secure the additional funding required to implement such projects.
- 5. Tŝilhqot'in Nation and Canada (and British Columbia as appropriate), jointly identify and implement measures to support Tŝilhqot'in fisheries for all purposes (traditional/cultural/economic fisheries).
- Tŝilhqot'in Nation and Canada (and British Columbia as appropriate), jointly identify and support fisheries-related economic opportunities (including aquaculture, commercial recreation, etc).
- 7. Tŝilhqot'in Nation and Canada (and British Columbia as appropriate) evolve and enhance the Chilko Lake Fisheries Site and work to effect administrative transfer of the Chilko Lake Fisheries Site and associated structures to the Tŝilhqot'in and

- secure Tŝilhqot'in authorization for DFO's continued use of the Chilko Lake Fisheries Site for salmon stock assessment purposes.
- 8. In a manner consistent with the Tŝilhqot'in *Nen* Pathways, Tŝilhqot'in Nation and British Columbia (with Canada as appropriate) identify and implement measures to support Tŝilhqot'in Nation's governance and management of natural resources (eg. Water, forests, and other landscape level/ecosystem resources) that impact fish, fish habitat, fisheries and aquatic resources.
- 9. Tŝilhqot'in Nation, with support from Canada and British Columbia, continues to build internal capacity to support an effective and incrementally increasing role for the Tŝilhqot'in Nation in the governance and management of fish, fish habitat and fisheries, including stewardship, planning, monitoring and enforcement.

## Mid-Term Milestones (Years 4-5)

- 1. In a manner consistent with the Tŝilhqot'in Nen Pathways, British Columbia and Canada implement steps to recognize Tŝilhqot'in jurisdiction, authority, governance and management in respect of fish, fish habitat and fisheries, and working with the Tŝilhqot'in establish frameworks to collaboratively apply/harmonize the application of Tŝilhqot'in, federal and provincial laws.
- 2. Tŝilhqot'in Nation continues to build internal capacity to support the increasing exercise of Tŝilhqot'in laws, authority, governance and management over fish, fish habitat and fisheries.
- 3. Tŝilhqot'in Nation and Canada (and British Columbia as appropriate), continue to jointly identify and implement measures to monitor, protect, restore and enhance Tŝilhqot'in fish and fish habitat (including ecosystem resources), including the Chilko, Taseko, Chilcotin and Fraser salmon runs, to protect sustainable populations for current and future generations.
- 4. Tŝilhqot'in Nation and Canada (and British Columbia as appropriate) continue to jointly identify and support targeted restoration and enhancement projects for the protection and rebuilding of Tŝilhqot'in fisheries.
- 5. Tŝilhqot'in Nation and Canada (and British Columbia as appropriate) jointly develop frameworks or guidelines in respect of the enforcement of Tŝilhqot'in, federal and provincial laws regarding fish, fish habitat and fisheries including transitioning to an enhanced fisheries enforcement role for the Tŝilhqot'in Nation.

# Long-Term Milestones (Years 6-10 +)

 Continuing on the work under Mid-term Milestone 1, British Columbia and Canada continue to take steps to recognize Tŝilhqot'in jurisdiction, authority, governance and management in respect of fish, fish habitat and fisheries, and

- establish frameworks to collaboratively apply/harmonize the application of Tŝilhqot'in, provincial and federal laws.
- 2. Tŝilhqot'in Nation continues to build internal capacity to support the increasing exercise of Tŝilhqot'in laws, authority, governance and management over fish, fish habitat and fisheries.

## Sustainable Economic Base Pathway

## **Short-Term Milestones** (Years 1-3)

The short-term milestones focus on building a strong economic base for the Tŝilhqot'in Nation through economic development that contributes positively to the region and by identifying opportunities to exercise additional governmental funding authorities.

- 1. Tŝilhqot'in Nation and British Columbia continue advancing the shared vision and priorities set out in section 13 of this Agreement, section 13 of the *Nenqay Deni Accord* and the *Letter of Commitment*, including priorities related to government procurement policies, resource revenue sharing, acquisitions fund, land-based investment strategy and an economic development capital fund.
- 2. Tŝilhqot'in Nation completes the *Economic Action Plan and Alternative Energy* and *Infrastructure Plan* as set out in the *Nenqay Deni Accord* and the Parties collaboratively assess opportunities to support economic development for the Tŝilhqot'in Communities and advance projects that are deemed actionable.
- 3. Tŝilhqot'in Nation establishes the Dandzen Development Corporation to advance economic development for the Tŝilhqot'in Nation.

# Mid-Term Milestones (Years 4-5)

- 1. Tŝilhqot'in Nation and British Columbia continue to implement the shared vision and priorities set out in section 13 of this Agreement, section 13 of the *Nenqay Deni Accord* and the *Letter of Commitment*, including the *Economic Action Plan* and *Alternative Energy and Infrastructure Plan*.
- 2. Tŝilhqot'in Nation begins to implement governmental funding authorities, pursuant to collaborative steps developed and implemented with British Columbia and Canada, and in coordination with progress towards milestones on the Governance Pathway.

# Long-Term Milestones (Years 6-10 +)

 Tŝilhqot'in Nation exercises a full suite of governmental funding authorities and generates significant revenues to support Tŝilhqot'in government services and operations.