

Ajax Mine Project Government to Government Framework Agreement

Between:

Stk'emplupsemc te Secwepemc Nation, as represented by the Joint Chiefs Council of the Tk'emplups Indian Band and the Skeetchestn Indian Band (the "SSN")

And:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Energy and Mines (and Responsible for Core Review) (the "Province")

(Each referred to as a "Party" and collectively referred to as the "Parties")

Whereas:

- A. KGHM Ajax Mining Inc. (the "Proponent") is proposing to develop the Ajax Mine Project ("Project") near Kamloops, British Columbia and within the SSN's asserted traditional territory. The Proponent submitted an application to the British Columbia Environmental Assessment Office ("EAO") on September 14, 2015 and is planning to enter the operational permitting process in 2016.
- B. The Province has signaled that it wishes to be full partners with the SSN while working to remove impediments to progress in the further development of its government to government relationship. Such a goal is consistent with both the *New Relationship* vision and the *Transformative Change Accord*.
- C. The SSN and the Province entered into the Mines and Minerals Agreement and are parties to the Secwepemc Reconciliation Framework Agreement which set out processes and structures for engagement.
- D. Notwithstanding the SSN's concerns and strong objections to the timing and sequencing of the environmental assessment ("EA") and permitting process, the SSN and the Province wish to enter this Ajax Mine Project Government to Government Framework Agreement ("Agreement"), implement the SSN Assessment Process, Ajax Environmental Assessment Collaboration Plan and develop the Ajax Permitting Collaboration Plan for the proposed Project's regulatory processes.
- E. The collaborative processes established under this Agreement are intended to support efficient and fully informed shared decision making on the Project as part of the provincial regulatory process and the SSN Assessment Process based on:
 - i. mutual interests related to natural resource decisions, land management, fiscal arrangements of the proposed Project, and

- ii. an evaluation of adverse effects and beneficial interests (including SSN perspectives on potential economic burdens and benefits) that takes into consideration the Province's preliminary assessment that SSN have a strong *prima facie* claim to Aboriginal rights and title within the Project area.

1. Definitions. In this Agreement:

"360 Evaluation" means the feedback and review process document prepared by the SSN and provided to the Ajax Government to Government Committee prior to each 360 Review Process;

"360 Review Process" means the process described in section 5.2 that includes a 360 Review and a 360 Evaluation at identified Collaboration Points;

"Ajax Environmental Assessment Collaboration Plan" or "Ajax EA Collaboration Plan" means the procedural framework for collaboration identified in section 5.3 and attached as Schedule 1 on the environmental assessment certificate for the Project. For greater certainty, the Ajax EA Collaboration Plan does not apply to any amendments required to an environmental assessment certificate for the Project;

"Ajax Government to Government Committee" means the committee established under section 4.1;

"Ajax Permitting Collaboration Plan" means the procedural framework to be developed by the Parties in accordance with section 5.3 for collaboration on all initial permits and authorizations applications required to construct and commence operations at the mine and once agreed to by the Parties, this Agreement will be amended to attach it as Schedule 2. For greater certainty, the Ajax Permitting Collaboration Plan does not include collaboration on the environmental assessment certificate, exploration and amendments to existing exploration permits, the initial stages of the Goose Lake road closure application, and any future amendments to the permits and authorizations required to construct and commence operations of the Project ;

"Chief to Chief Table" means the table described in section 4.2;

"Common Process Schedule" means the process schedule developed and maintained by the Ajax Government to Government Committee which is described in section 5.4 and attached as Schedule 4, and any amendments thereto that are agreed to by the Parties;

"Collaboration Plans" means the Ajax EA Collaboration Plan and the Ajax Permitting Collaboration Plan;

"Collaboration Points" means key milestones identified in the Collaboration Plans;

"Decision Package" means a decision package described in section 5.3(g);

"EAO" means the British Columbia Environmental Assessment Office;

"Issue Tracking System" means the system described in section 5.1;

"Joint Chiefs Council" means the Chiefs of the Tk'emlups Indian Band and the Skeetchestn Indian Band and the Joint SSN Council acting on behalf of the members of the SSN communities;

"Major Mine Permitting Project Board" means the assistant deputy minister-level project board established to provide guidance and oversight to the full scope of permitting processes required to open or expand a major mine in British Columbia that includes representatives from the Ministry of Energy and Mines, EAO, Ministry of Environment, Ministry of Aboriginal Relations and Reconciliation ("MARR") and Ministry of Forests, Lands and Natural Resource Operations.

“MMPO” means the Major Mines Permitting Office within the Ministry of Energy and Mines;

“Mining and Minerals Agreement” means the agreement entered into by the Province and the SSN on April 7, 2009;

“Negotiations Table” means the table described in section 4.3;

“Project” means the Ajax mine project defined in the application provided to the EAO on January 18, 2016 for an environmental assessment certificate;

“Proposed Negotiated Accommodation Package” means the package described in section 5.6;

“Responsible Ministries” means those provincial ministries that are participating in the processes set out in this Agreement and their appropriate representatives, including the Ministry of Aboriginal Relations and Reconciliation, Ministry of Energy and Mines, Ministry of Environment, Ministry of Forests, Lands and Natural Resource Operations, and Ministry of Transportation;

“Secwepemc Reconciliation Framework Agreement” means the agreement entered into by the Province and the Secwepemc First Nations on April 4, 2013;

“SSN” or “Stk’emlupsemc te Secwepemc Nation” means the Tk’emlups Indian Band and the Skeetchestn Indian Band;

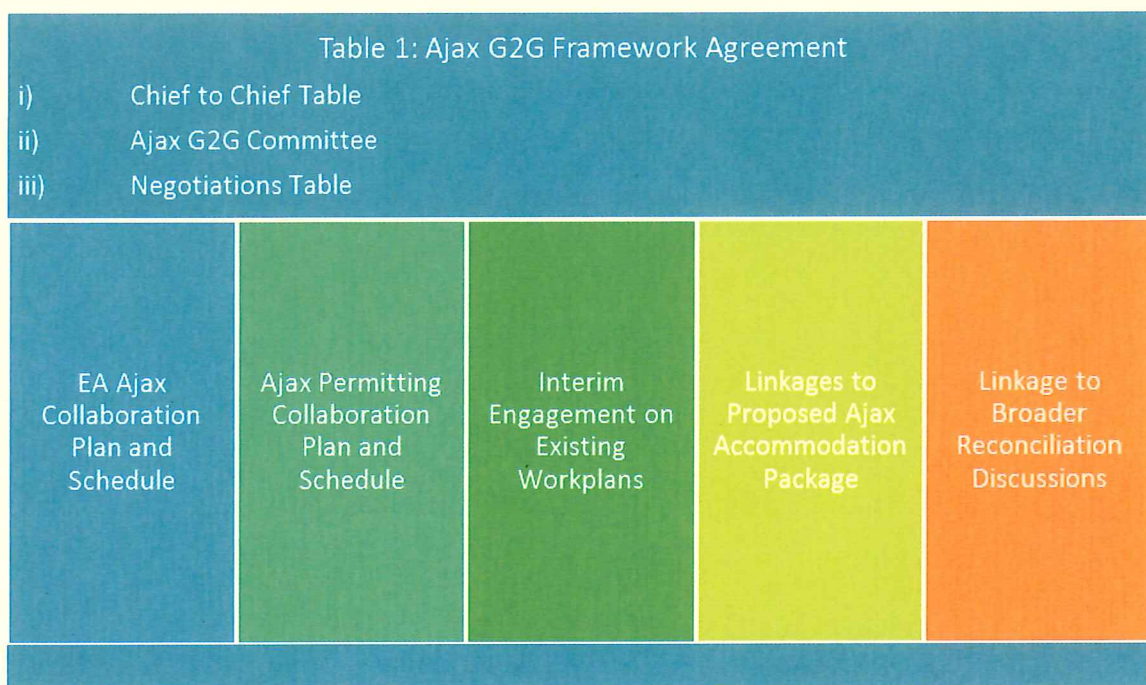
“SSN Aboriginal Interests” means asserted and SSN-declared title, rights and interests; and

“SSN Assessment Process” means the assessment process being undertaken by the SSN for the Project to facilitate informed decision making by the SSN communities in a manner which is consistent with SSN laws, traditions, and customs and assesses Project impacts in a way that respects SSN knowledge and perspectives.

2. Scope and Purpose.

- a) The purpose of this Agreement is to further the relationship between the SSN and the Province related the Project through the structures and processes set out below and identified for illustrative purposes in Table 1:
 - i. Ajax Government to Government Committee,
 - ii. Negotiations Table;
 - iii. Chief to Chief Table;
 - iv. Ajax EA Collaboration Plan;
 - v. Ajax Permitting Collaboration Plan;
 - vi. Proposed Negotiated Accommodation Package;
 - vii. linkages to the SSN Assessment Process; and
 - viii. linkages to broader reconciliation discussions.
- b) The scope of this Agreement and collaborative processes contemplated under this Agreement includes how the Responsible Ministries will:
 - i. undertake an assessment of how SSN Aboriginal Interests may be adversely affected by the Project and the seriousness of the potential adverse impacts as a result of the Project, to enable meaningful and adequate consultation; and

- ii. address and incorporate SSN's concerns into the decision making process for the Project including proposed steps to accommodate SSN Aboriginal Interests with respect to adverse effects of the Project and to avoid, eliminate, or minimize adverse impacts on SSN Aboriginal Interests, including providing information to support the decision pursuant to the Environmental Assessment Act or permitting decisions by the Responsible Ministries' relevant provincial statutory decision makers under their respective legislation.



3. Collaboration Principles. The Parties have a shared vision of a government to government relationship based on the following principles which the Parties agree to incorporate into substantive discussions through the Ajax government to government structures, Collaboration Plans, collaboration tools, any Proposed Negotiated Accommodation Package and respective decision making processes:

- a) recognition of the existence of SSN Aboriginal Interests and recognition of the importance of Secwepemc laws within SSN territory to the SSN;
- b) commitment to this Agreement does not require a duty to agree, but does require good faith efforts to understand each other's concerns and move to address them;
- c) government to government processes are interconnected and some elements are directly related to the development and implementation of the Ajax Environmental Assessment Collaboration Plan and Ajax Permitting Collaboration Plan;
- d) the process of relationship-building requires respect, equality, honour and integrity:
 - i. respect requires each Party respect the responsibilities of the other; neither will attempt to coerce the other, and neither will attempt to undercut the role of the other;

- ii. equality requires each Party treat the other as an equal and to give equal consideration to their collaborative processes;
- iii. honour and integrity require that each Party acts with good intentions, taking the other's interests and concerns to heart, acting to 'stand each other up to be great and good'.

3.1 Story of Porcupine. The principles outlined in section 3(d) are found in the Re Skú7pecen re Stsptekwlls (The Story of Porcupine) as told to James Teit by Secwepemc storyteller Sexwélecken in 1900 and re-translated by Skeetchestn elders into Secwepemctsin, attached to this Agreement as Schedule 3, which is summarized as follows:

Secwepemc Ancestors told the foundation of reconciliation through the Story of Porcupine. In this story it is said that two People lived in conflict to one another. Their Chiefs were Elk and Swan. These people were interfering with each other's business leading to difficulties in putting away food and living in peace. What one group did well the other group did poorly and because of this the people suffered and were pitiful. Coyote was sent as a messenger but many times failed in the face of the deep snow and difficulty of the journey. It was Porcupine who brought the two People together and when the People humbled themselves and shared their knowledge they were able to learn from one another and consequently lived in peace and prosperity.

4. Ajax Government to Government Structures. The Parties will establish the following government to government structures to implement this Agreement:

- a) Ajax Government to Government Committee;
- b) Chief to Chief Table; and
- c) Negotiations Table.

4.1 Government to Government Committee. The Ajax Government to Government Committee:

- a) consists of representatives from SSN, EAO, the Responsible Ministries, and other government ministries as appropriate;
- b) is responsible for overseeing the implementation of this Agreement and using the collaboration tools identified in section 5 of this Agreement;
- c) meets bi-weekly or as required to support the implementation of the Collaboration Plans and the related regulatory processes;
- d) is responsible for clear and transparent communication and collaboration with respect to any proposed amendments to the Collaboration Plans;
- e) is responsible for appropriate information sharing with the Proponent, the Canadian Environmental Assessment Agency and other parties as applicable, about the structures and processes set out in this Agreement and Collaboration Plans; and
- f) is responsible for documenting timelines in the Common Process Schedule.

4.2 Chief to Chief Table. The Chief to Chief Table:

- a) consists of SSN leadership and assistant deputy ministers of the relevant Responsible Ministries; and
- b) may meet as required for issue resolution as contemplated in section 8.

4.3 Negotiations Table. The Negotiations Table:

- a) consists of representatives of the relevant Responsible Ministries and SSN; and
- b) is responsible for engaging on any Potential Negotiated Accommodation Package.

5. Ajax Collaboration Tools. The Parties will use the following collaboration tools when implementing this Agreement:

- a) Issue Tracking System;
- b) 360 Review Process;
- c) Ajax Environmental Assessment Collaboration Plan;
- d) Ajax Permitting Collaboration Plan;
- e) Interim Engagement Approach for Ajax Permitting;
- f) Common Process Schedule; and
- g) Proposed Negotiated Accommodation Package discussions.

5.1 Issue Tracking System. The Ajax Government to Government Committee will jointly establish, and EAO and MMPO will maintain, an Issue Tracking System to:

- a) identify SSN Aboriginal Interests and document issues raised during the collaborative processes;
- b) record and track the assessment of how SSN Aboriginal Interests may be adversely affected by the Project and the seriousness of the potential adverse impact as a result of the Project, to enable meaningful and adequate consultation;
- c) jointly identify the most appropriate venue contemplated under this Agreement or any other venue as mutually agreed upon to address the issues;
- d) help inform the comprehensive 360 Review Process;
- e) record and track how SSN's concerns are incorporated into the decision making process for the Project in order to accommodate, if required, SSN Aboriginal Interests with respect to adverse effects of the Project or to avoid, eliminate, or minimize adverse impacts if appropriate;
- f) record and track areas of disagreement between the Parties; and
- g) review and provide recommendations with respect to the Parties' ongoing government to government relationship.

5.2 360 Review Process. The SSN will provide a 360 Evaluation to the Ajax Government to Government Committee prior to each 360 Review conducted at Collaboration Points identified in the Collaboration Plans and the Common Process Schedule. The purpose of the 360 Review Process is to:

- a) review outstanding issues in the Issue Tracking System;
- b) explore potential resolutions or solutions to these issues;
- c) document any outstanding disagreements as to why an issue could not be resolved;
- d) report on and incorporate activities between the collaboration tools listed in section 5 in relation to Collaboration Points; and
- e) delineate timelines and linkages in this Agreement with any Proposed Negotiated Accommodation Package.

5.3 Collaboration Plans. The Parties will implement the Ajax Environmental Assessment Collaboration Plan and will develop and implement an Ajax Permitting Collaboration Plan. Each Collaboration Plan:

- a) sets out agreed-upon steps towards a predictable, practical, efficient, timely and fully informed shared decision-making process for both Parties' assessment and any potential permitting of the Project that appropriately addresses:
 - i. administrative fairness obligations that the Province owes to proponents;
 - ii. constitutional obligations that the Province owes to the SSN to consult deeply on the Project; and
 - iii. the responsibility of both Parties to make fully informed decisions;
- b) commits the Parties to work collaboratively on materials to support the decision making of all Parties in relation to the Project;
- c) sets out Collaboration Points that are informed by the activities of EAO, SSN and MMPO, and the development of any Proposed Negotiated Accommodation Package;
- d) is collaboratively developed by the SSN and the Responsible Ministries and any amendments must be agreed to by the Parties to that Collaboration Plan; and
- e) is a living document that may incorporate new collaboration ideas if and as they arise and are agreed to by the Parties to each Collaboration Plan;
- f) implements tools that identify and track disputes between the Parties with respect to the review of the Project and facilitate the incorporation of SSN's input into the decision-making process for the Project;
- g) is intended to result in a Decision Package for each process which will inform the relevant statutory decision makers:
 - i. **Environmental Assessment Collaboration Decision Package** – This Decision Package will include the EA Assessment Report and any outcomes of the SSN Project Assessment Process, both of which will be included in EAO's Decision Package provided to Ministers; and
 - ii. **Ajax Permitting Collaboration Decision Package** – This Decision Package will include any outcomes of the SSN Assessment Process or any submissions from the SSN and the mine review committee report, draft permits (including permit conditions) and a First Nation consultation report in accordance with the Ajax Permitting Collaboration Plan;

- h) guides the Parties to avoid taking positions during the development and implementation of the Collaboration Plan and promotes the resolution of issues in an interest-based manner;
- i) sets out specific roles and responsibilities for issue tracking;
- j) provides opportunities for the Parties to consider the Proponent's and third party interests related to specific timing, objectives or circumstances;
- k) ensures the Proponent has access to relevant information and the opportunity to respond to issues affecting the assessment, reviews and permitting of the Project; and
- l) ensures information that is required in the implementation of this Agreement and Collaboration Plans is reasonable and fair through 360 Reviews to attempt to reconcile perspectives, determine next steps, and support process certainty.

5.4 Common Process Schedule. The Common Process Schedule identifies the Collaboration Points and timelines for the EAO regulatory review process, Ajax EA Collaboration Plan, SSN Assessment Process, Ajax Permitting Collaboration Plan, and the Ajax Government to Government Committee process, including the connection points between these respective processes. The Parties will make timely efforts to clarify and document timelines associated with each of these components with the shared interest of informed decision making as related to the Project. This Common Process Schedule is attached as Schedule 4 and is a living document that may be amended through agreement by the Parties.

5.5 Interim Engagement on Existing Work Plans. The Parties will continue to collaborate on existing interim engagement work plans for exploration permit applications, amendments to existing exploration permits, the initial stages of the Goose Lake road closure application, and other applications for authorizations not contemplated in the Ajax Permitting Collaboration Plan.

5.6 Proposed Negotiated Accommodation Package. The Parties will use the Negotiations Table to discuss accommodation or reconciliation measures outside of those available as part of the regulatory processes. Any Proposed Negotiated Accommodation Package will be submitted to the SSN Assessment Process, responsible ministers for the EA, and the statutory decision makers for provincial permits for consideration when assessing the adequacy of the Province's consultation.

6. Capacity Funding. Capacity funding in the amount of \$150,000.00 has been provided to SSN to support the SSN in implementing this Agreement, primarily the Collaboration Plans. The Parties acknowledge that the SSN may make further capacity funding requests which will be considered by the Province. It is the SSN's perspective that their costs exceed the funding provided.

6.1 Appropriations. Notwithstanding any other provision in this Agreement, any payment of funds by the Province to SSN under this Agreement is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, R.S.B.C. 1996, c. 138, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment;
- b) Treasury Board, as defined in the Financial Administration Act, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.

7. Decision-Making Processes. Sections 2 and 3 of this Agreement set out the purpose and scope of this Agreement and collaborative principles. The Parties agree that collaboration under this Agreement towards efficient and fully informed decision making includes utilizing the following decision-making processes:

- a) EAO has the responsibilities given to it under the *Environmental Assessment Act*, S.B.C. 2002, c. 43 and the EA project leads, as delegated by the EAO executive director, will retain responsibility for planning and conducting the Project environmental assessment in accordance with the *Environmental Assessment Act* and the responsible ministers will retain responsibility for making a decision under section 17 of the *Environmental Assessment Act* to:
 - i. issue an environmental assessment certificate to the Proponent, and attach any conditions to the certificate that the ministers consider necessary;
 - ii. refuse to issue the certificate to the Proponent; or
 - iii. order that further assessment be carried out, in accordance with the scope procedures and methods specified by the ministers;
- b) MMPO is responsible for coordinating the Project's permitting process and all Responsible Ministries retain their authority to make permitting decisions associated with the Project, including any decision to:
 - i. issue the permit or approvals;
 - ii. refuse to issue the permit or approvals; or
 - iii. require additional information to be submitted.
- c) MARR is responsible for the ongoing reconciliation efforts of the Province and will lead the all of the engagement and mandating for SSN Interests and issues outside of the scope of the Project. MARR will also coordinate a provincial approach to any Potential Negotiated Accommodation Package for the Project; and
- d) SSN has made a declaration of title to Pipsell (Jacko Lake and its surroundings), a cultural keystone area with significant spiritual and historical importance to the SSN and is undertaking an assessment process to determine if the SSN give their free, prior and informed consent to change the land use objective to allow for development of the lands and resources for the purposes of the Project in accordance with SSN laws, traditions, customs and land tenure systems supported by the following five (5) assessments: Indiginomics, Health & Wellness, Timcw, Integrity and Respect (Cultural Heritage).
The SSN do not have a mandate but a responsibility to manage their territory. The SSN are yecminme7. The Stk'emlupsemc are the caretakers of Jacko Lake and area "Re Stk'emlupsemc w7ec te tsyecwminst.ses re Pipsell".

8. Issue Resolution. The Parties will adopt a collaborative and interest-based approach to the implementation of this Agreement and will attempt to resolve substantive issues related to the Project and the implementation of this Agreement and the Collaboration Plans in an interest-based manner using the following tools and in accordance with section 8.1:

- a) Issue Tracking System to track issues identified when implementing this Agreement and its collaboration tools, including Collaboration Plans;
- b) 360 Review Process at Collaboration Points to:
 - i. review outstanding issues in the Issue Tracking System;
 - ii. explore resolution of/solutions to these issues; and
 - iii. document outstanding disagreements including SSN's concern, the Province's response to that concern; how the concern was addressed and incorporated into the decision-making process(es) and views on how the issue can be addressed.

8.1 Decision Document Phase: Either Party will seek to resolve any outstanding issues as set out in each of the Collaboration Plans in the decision Document Package development phase in the Ajax Permitting Collaboration Plan or development of the EAO Decision Package (Collaboration Point #13) in the EA Collaboration Plan as follows:

- a) the Ajax Government to Government Committee will make reasonable efforts to meet and attempt to resolve the issue, unless one or more of the suggested solutions provided is agreeable to the relevant regulatory agency;
- b) where the Ajax Government to Government Committee is unable to resolve an issue under 8.1(a), either Party may request a meeting of representatives at the Chief to Chief Table; and
- c) where the Chief to Chief Table, SSN leadership and the relevant members of the Major Mine Permitting Project Board have made reasonable efforts but are unable to resolve the issue, the outstanding points of disagreement will be documented in writing to form part of the official record, and included in the applicable Decision Package at least:
 - i. 5 business days before the decision Document Package being provided to relevant statutory decision makers for permitting; and
 - ii. 5 business days before the anticipated referral date to ministers under the British Columbia *Environmental Assessment Act* process.

Each Party may then proceed with its decision-making process.

- 9. Dispute Resolution.** The Parties will adopt a collaborative and interest-based approach to the interpretation of this Agreement. In the event that disagreements arise related to the interpretation of this Agreement and/or the Collaboration Plans that are attached as schedules to this Agreement, the Parties will attempt to resolve issues at the Ajax Government to Government Committee. If the Ajax Government to Government Committee is not able to resolve issues related to the interpretation and implementation of this Agreement, the Parties must document the outstanding issues and may request a meeting of representatives on the Chief to Chief Table.
- 10. Term and Termination.** This Agreement will take effect upon the date it is fully executed by each of the Parties and will terminate upon 30 days' written notice by either Party.

- 10.1 Wind-Down Process.** If the Project is not granted an environmental assessment certificate then the Parties will engage in a wind down process to assess next steps regarding SSN Aboriginal Interests.
- 10.2 EA Amendments.** Subject to section 13.2 of this Agreement, if the Project is granted an environmental assessment certificate the Parties will seek to develop mutually agreeable arrangements to collaborate on future EA amendments related to the Project.
- 10.3 Future Permits and Permit Amendments.** Subject to section 13.2 of this Agreement, if the Project is granted the initial permits and authorizations required to construct and commence operations of the Project, the Parties will seek to develop mutually agreeable arrangements to collaborate on future permits and amendments related to the Project.
- 11. Linkages.** The Parties agree the structures and processes set out in this Agreement are the means by which the Parties will engage on the Project and meet obligations under the *Secwepemc Reconciliation Framework Agreement* or the *Mining and Minerals Agreement*, if applicable in the circumstances.
- 11.1 Broader Reconciliation Discussions.** The Parties agree that this Agreement is a further step in the evolution of their government to government relationship as it relates to SSN Aboriginal Interests in the SSN's traditional territory and that further steps will be supported by ongoing work that includes the culture and heritage work of the SSN, government policy, and other regulatory processes. SSN interests in broader reconciliation discussions include, but are not limited to:
- a) SSN role in land and resource management;
 - b) land and resource management;
 - c) environmental and cultural stewardship;
 - d) shared decision making and monitoring; and
 - e) economic arrangements.
- 11.2 SSN Assessment Process.** SSN has developed the SSN Assessment Process and the Parties will integrate that process into the Collaboration Plans.
- 12. Amendments.** The Parties may agree to amend this Agreement or the Collaboration Plans in writing as follows:
- a) this Agreement may be amended by the agreement of the Parties;
 - b) the Ajax EA Collaboration Plan may be agreed to or amended and incorporated into this Agreement by the agreement of the authorized representative of the EAO and the SSN;
 - c) the Ajax Permitting Collaboration Plan may be agreed to or amended and incorporated into this Agreement by the agreement of the authorized representative of the MMPO and the SSN; and

- d) the Common Process Chart may be amended by the agreement of the authorized representatives of the SSN, EA, and MMPO.

13. General Provisions

13.1 Not a Treaty. The Agreement does not:

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*; or
- b) establish, affirm, recognize, abrogate or derogate from any Aboriginal rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

13.2 No Admissions. Nothing in this Agreement:

- a) is an admission by the Province of the validity of the claims by SSN to an Aboriginal right recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, or that the Project and any related government actions have resulted or will result in an infringement of any Aboriginal or treaty right(s) recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- b) precludes SSN from raising concerns about the adequacy of the Crown's consultation or accommodation in connection with any approvals of the Project and nothing in this Agreement amounts to an acknowledgement or agreement by SSN that the Crown has satisfied its duty to consult and accommodate to the proposed Project;
- c) precludes the Province from relying on the engagement under the Collaboration Plans or on any accommodation agreement if challenged in any legal actions or proceedings with respect to the adequacy of consultation, accommodation or compensation for any alleged infringement of SSN rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* in relation to the Project;
- d) precludes, limits or hinders the SSN from accessing any programs or opportunities that are generally available to First Nations in British Columbia, including a request to meet with relevant ministers or to benefit from future changes to related policy; or
- e) prevents or restricts SSN from claiming, defending or responding to or intervening in, court or other proceedings in order to protect the claims of SSN relating to their assertion of aboriginal rights, title and interest against the Proponent, the Province, or any other party.

13.3 Further Approvals. Any accommodation agreement or other measures proposed by either Party as part of the collaborative processes described in this Agreement, including the Proposed Negotiated Accommodation Measures are subject to each Party obtaining all required mandates and approvals, including any Cabinet or Treasury Board approvals.

13.4 Discretion. Nothing in this Agreement will be interpreted in a way that would affect or interfere with any legislative authority or fetter the discretion given to any decision-making authority.

13.5 Representations and Warranties. SSN represents and warrants to the Province, with the intent and understanding that such representations and warranties will be relied on by the Province in

entering into this Agreement, that it enters into this Agreement for, and on behalf of itself and its members, and that as represented by Joint Chiefs Council, it has the legal power, capacity and authority to enter into and to carry out its obligations under this Agreement.

13.6 Schedules and Appendices. The following schedules are attached and form part of this Agreement:

Schedule 1	Ajax Environmental Assessment Collaboration Plan
Schedule 2	Ajax Permitting Collaboration Plan (to be added upon completion)
Schedule 3	Re Skú7pecen re Stsptekwlls (The Story of Porcupine) as told to James Teit by Secwepemc storyteller Sexwélecken in 1900 and re-translated by Skeetchestn elders the story into Secwepemctsin
Schedule 4	Common Process Schedule

13.7 Interpretation. For purposes of this Agreement:

- a) "including" means "including, but not limited to" and "includes" means "includes, but not limited to";
- b) the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- d) words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires otherwise;
- e) any reference to a corporate entity includes any predecessor or successor to such entity; and
- f) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

13.8 Execution in Counterpart. This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by electronic transmission.

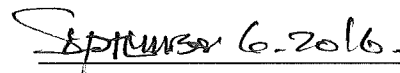
IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of:


Stk'emlupsemc te Secwepemc Nation



Chief Fred Seymour




Date



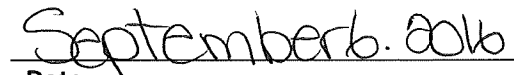
Witness of Chief Fred Seymour's signature




Date



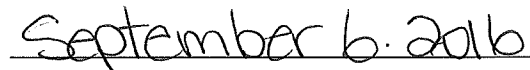
Chief Ron Ignace



Date



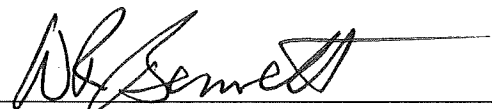
Witness of Chief Ron Ignace's signature



Date

Signed on behalf of:

Her Majesty the Queen in Right of the Province of British Columbia



The Minister of Energy and Mines



Date



Witness of Minister signature

