

LETTER OF UNDERSTANDING

BETWEEN

GITANYOW HEREDITARY CHIEFS

(“Gitanyow”)

AND

SKEENAWILD CONSERVATION TRUST

(“SkeenaWild”)

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(“Canada”)

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

Whereas Canada acknowledges the importance of the Skeena River Estuary, including Flora Bank, in sustaining salmon and other aquatic species of cultural, food and economic value to the Gitanyow and other Skeena River First Nations;

Whereas the original Pacific NorthWest LNG Project received approval under the *Canadian Environmental Assessment Act, 2012* (“CEAA 2012”) and the Government of Canada (“Canada”) is considering changes to environmental assessment and regulatory processes to, among other things, promote recognition and respect of Indigenous rights and interests, facilitate the consideration of cumulative effects through regional and strategic assessments, and reflect the best available science and Indigenous knowledge; and

Whereas Canada is committed to implementing the *United Nations Declaration on the Rights of Indigenous Peoples* and has released a set of ten *Principles respecting the Government of Canada’s relationship with Indigenous peoples* to guide its review of laws and policies and other actions to renew a nation-to-nation relationship.

Therefore the Parties agree:

1. Canada will consult Gitanyow in relation to future federally conducted environmental assessments of projects, under *CEAA 2012* or any successor legislation, that may adversely impact Gitanyow territory, or Gitanyow rights and interests, and in so doing will consider the use of co-operative agreements and other collaborative arrangements with particular consideration given to cumulative effects and implementation of the Gitanyow sustainability assessment;
2. Canada and Gitanyow will address the Kitwanga sockeye salmon stocks at the Reconciliation Table as a priority matter in recognition of the importance of those stocks;

3. Gitanyow and SkeenaWild will consent to a stay of proceedings of their judicial review applications in Federal Court File Numbers T-1836-16 and T-1837-16 (the "Judicial Reviews") until the BC Environmental Assessment Certificate #E14-04 expires on November 25, 2019, and will file a notice of discontinuance in each of the Judicial Reviews within two weeks of November 25, 2019;
4. If a future proponent comes forward and seeks to rely upon the environmental assessment decisions regarding the Pacific NorthWest LNG project or the Decision Statement dated September 27, 2016 issued under the *CEAA 2012*, Canada will not oppose Gitanyow and SkeenaWild applying to lift the stay, or in the event that a discontinuance has been filed, taking steps to reinstitute the judicial review proceedings.
5. The Canadian Environmental Assessment Agency will make participant funding available to potentially affected Indigenous groups and eligible interested parties, including Gitanyow and SkeenaWild, through the Canadian Environmental Assessment Agency's Participant Funding Program, to assist their participation in the federal environmental assessment of proposed projects that may impact the Skeena River Watershed or Estuary;
6. The Department of Fisheries and Oceans ("DFO") will contact the First Nation Fisheries Council within 90 days to solicit their interest and explore options to expand their existing process on the Skeena Watershed to undertake a Skeena Estuary Management Plan scoping exercise;
7. DFO will work with other federal government agencies and ministries to emphasize the importance of a planning exercise for the Skeena estuary;
8. DFO and Gitanyow will update the Kitwanga Sockeye Salmon Recovery Plan (May 2006), and the parties understand that Gitanyow may apply for funding for this work through existing DFO funding programs;
9. Canada will pay a lump sum of \$35,000 to SkeenaWild in satisfaction of their costs and disbursements which will be set-off from any amount of costs and disbursements Canada agrees to or is ordered to pay to SkeenaWild in the event that the stay is lifted and the Judicial Reviews are resumed;
10. Canada will pay a lump sum of \$50,000 to Gitanyow in satisfaction of their costs and disbursements which will be set-off from any amount of costs and disbursements Canada agrees to or is ordered to pay to Gitanyow in the event that the stay is lifted and the Judicial Reviews are resumed; and
11. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Signed at ^{rs. b.s.-y} ~~Vancouver~~, British Columbia this 19 day of January, 2018.



Peter Grant, on behalf of
Gitanyow Hereditary Chiefs

Chris Tollefson, on behalf of
SkeenaWild Conservation Trust

Judith Hoffman, on behalf of
Her Majesty the Queen in right of Canada

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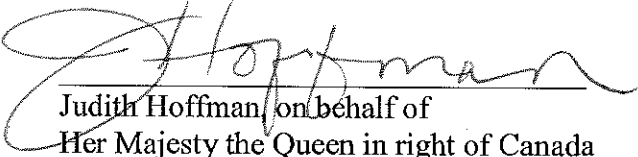
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Signed at Vancouver, British Columbia this 19th day of January, 2018.

Peter Grant, on behalf of
Gitanyow Hereditary Chiefs

Chris Tollefson, on behalf of
SkeenaWild Conservation Trust



Judith Hoffman, on behalf of
Her Majesty the Queen in right of Canada

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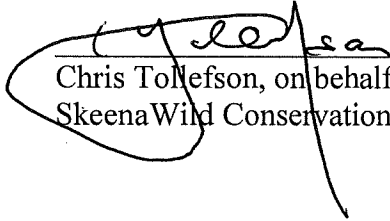
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11. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Signed at Vancouver, British Columbia this 22nd day of January, 2018.

Peter Grant, on behalf of
Gitanyow Hereditary Chiefs



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Skeena Wild Conservation Trust

Judith Hoffman, on behalf of
Her Majesty the Queen in right of Canada