

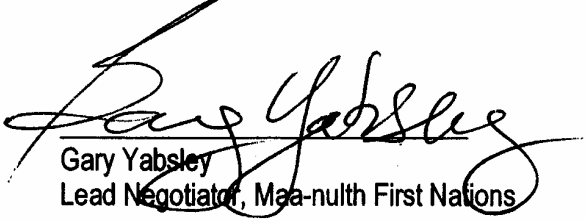
**MAA-NULTH RESOURCE REVENUE  
SHARING TECHNICAL SIDE  
AGREEMENT**


**Canada  
British Columbia  
Maa-nulth First Nations**

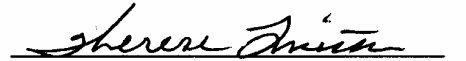
**MAA-NULTH RESOURCE REVENUE SHARING TECHNICAL SIDE AGREEMENT**


Initialed in Victoria, British Columbia, this        day of December, 2006, by the Chief Negotiators for Canada and British Columbia and the Lead Negotiator for the Maa-nulth First Nations to signify their intent to recommend the Maa-nulth Resource Revenue Sharing Technical Side Agreement for ratification.


**FOR MAA-NULTH FIRST NATIONS:**

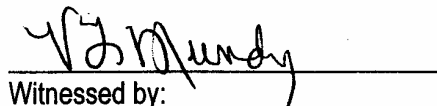
  
Gary Yabsley  
Lead Negotiator, Maa-nulth First Nations

  
Witnessed by:  
Chief Robert Dennis  
Huu-ay-aht First Nations

  
Witnessed by:  
Chief Therese Smith  
Ka:'yu:'k't'h/Che:k'tles7et'h' First Nations

  
Witnessed by:  
Chief Bert Mack  
Toquaht Nation

  
Witnessed by:  
Chief Charlie Cootes  
Uchucklesaht Tribe

  
Witnessed by:  
Chief Violet Mundy  
Ucluelet First Nation

**FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:**

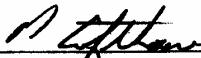


Eric Denhoff  
Chief Federal Negotiator

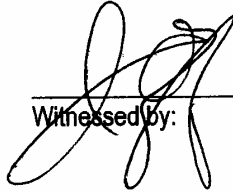


Witnessed by:

**FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA:**



Mark Lofthouse  
Chief Provincial Negotiator



Witnessed by:

After this document is initialled and before signing by the Parties, this document may be subject to minor changes by agreement of the Chief Negotiators for Canada and British Columbia and the Lead Negotiator for the Maa-nulth First Nations on behalf of the Parties.

## MAA-NULTH RESOURCE REVENUE SHARING TECHNICAL SIDE AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 200\_

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, as represented  
by the Minister of Aboriginal Relations and Reconciliation

("British Columbia")

AND

HUU-AY-AHT FIRST NATIONS

KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATIONS

TOQUAHT NATION

UCHUCKLESAHT TRIBE

UCLUELET FIRST NATION

("Maa-nulth")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the  
Minister of Indian Affairs and Northern Development

("Canada")

(collectively the "Parties")

WHEREAS:

1. Maa-nulth, Canada and British Columbia have entered into the Maa-nulth First Nations Final Agreement which provides that the Parties will enter into an agreement setting out the procedures for arriving at the Invoiced Resource Amount ; and

2. This Agreement is the Resource Revenue Sharing Agreement referred to in the Maa-nulth First Nations Final Agreement.

NOW THEREFORE in consideration of the premises and the covenants and agreements set out below, the Parties agree as follows:

## **1.0 DEFINITIONS**

- 1.1. Words and expressions not defined in this Agreement but defined in the Maa-nulth First Nations Final Agreement have the meanings ascribed to them in the Final Agreement.

- 1.2. In this Agreement:

“Agreement” means this Resource Revenue Sharing Agreement;

“Campbell River Forest District” has the same meaning as in the *Forest Act*;

“Maa-nulth First Nation Area” means the total area of land identified for each Maa-nulth First Nation in Appendix A of the Maa-nulth First Nations Final Agreement, subject to areas of overlap being included once for this calculation;

“Maa-nulth First Nations Final Agreement” means the Maa-nulth First Nations Final Agreement signed on behalf of the Maa-nulth on [\_\_\_\_], British Columbia on [\_\_\_\_] and Canada on [\_\_\_\_], and includes any amendments from time to time; and

“South Island Forest District” has the same meaning as in the *Forest Act*.

## **2.0 INVOICED RESOURCE AMOUNT**

- 2.1 The Parties agree that Invoiced Resource Amount means the sum of:
  - (a) 10% of the amount invoiced in a Fiscal Year by British Columbia in accordance with the *Forest Act* for stumpage from all Provincial Timber Resources, other than Christmas trees, harvested within the Campbell River Forest District, and
  - (b) 12.5% of the amount invoiced in a Fiscal Year by British Columbia in accordance with the *Forest Act* for stumpage from all Provincial Timber Resources, other than Christmas trees, harvested within the South Island Forest District.

- 2.2 Subject to 5.3, the Ministry of Forests and Range harvest billing system will be used by British Columbia and Canada to determine the amounts invoiced in paragraph 2.1.
- 2.3 For greater certainty, the amounts invoiced by British Columbia in accordance with 2.1, includes stumpage from reject and waste logs, and stumpage from the following forms of tenure:
- (a) community forest agreements (s. 43.3(d));
  - (b) community salvage licences (s. 43.8(e));
  - (c) forest licences (s. 14(d));
  - (d) forestry licences to cut (s. 47.7(f));
  - (e) licences to cut (s. 47.5(1)(a), s. 47.5(2)(b));
  - (f) road permits (s. 118(c));
  - (g) timber licences (s. 30(f));
  - (h) timber sale licences (s. 20(3));
  - (i) tree farm licences (s. 35(1)(c)); or
  - (j) woodlot licences (s. 45(1)(d)).

### **3.0 PROVINCIAL AUTHORITY ON PROVINCIAL CROWN LAND**

- 3.1 Nothing in this Agreement limits the ability of British Columbia to:
- (a) authorize use of or dispose of provincial Crown lands and resources in accordance with Provincial Law, policy or practices;
  - (b) amend Provincial Laws, policies or practices in relation to the use or disposition of provincial Crown lands and resources;
  - (c) amend Provincial Law, policy or practices in relation to the determination and collection of stumpage, rents, fees, royalties or other charges in respect of provincial Crown lands and resources , including Provincial Timber Resources; or
  - (d) amend or eliminate the boundaries for forest revenue administration or management of forest districts or their successors.

as British Columbia may in its discretion determine from time to time.

- 3.2 Nothing in this Agreement creates an Interest in provincial Crown lands or resources in favour of any person.

#### **4.0 DISPUTE RESOLUTION**

- 4.1 The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
- 4.2 The Parties may refer a dispute arising from this Agreement to Chapter 25 Dispute Resolution of the Maa-nulth First Nations Final Agreement.
- 4.3 Disputes arising under this Agreement may not be referred to and finally resolved by arbitration under Chapter 25 Dispute Resolution.

#### **5.0 INFORMATION EXCHANGE**

- 5.1 The Parties will share, at no cost to the requesting Party, in a timely manner, information reasonably required for purposes of implementation, monitoring and renewal of this Agreement.
- 5.2 If there is an amendment to the boundaries of a Forest District which include a Maa-nulth First Nation Area that results in a substantial change to the area of the Forest District, British Columbia will provide Canada and Maa-nulth with a written notice of the boundary change within 60 days.
- 5.3 The Parties acknowledge and agree that the Ministry of Forests and Range harvest billing system, or the successor method to obtain invoiced stumpage information, may change from time to time and if the method changes British Columbia will, as soon as practicable, provide Canada and Maa-nulth with a written statement describing the revised method for accessing invoiced stumpage information and the date the revised method comes into effect.
- 5.4 Appendix 1 does not form a part of this Agreement and does not alter any of the provisions of this Agreement.

#### **6.0 TERM OF THIS AGREEMENT**

- 6.1 This Agreement remains in effect until 90 days following the 24<sup>th</sup> anniversary of the Effective Date.

#### **7.0 REVIEW AND AMENDMENT**

- 7.1 If there is an amendment to the boundaries of the Campbell River Forest District that results in a substantial change to the area of the Campbell River Forest District, the Parties will, upon the request of Maa-nulth, meet

to negotiate and attempt to reach agreement on amendment, if any, to section 2.1.

- 7.2 If there is an amendment to the boundaries of the South Island Forest District that results in a substantial change to the area of the South Island Forest District, the Parties will, upon the request of Maa-nulth, meet to negotiate and attempt to reach agreement on amendment, if any, to section 2.1.
- 7.3 The Parties agree that percentages in 2.1 will reasonably reflect the portion of each Forest District that includes the Maa-nulth First Nation Area.

#### **8.0 NO IMPLIED WAIVER**

- 8.1 No term or condition of this Agreement, or performance by a Party of a covenant under this Agreement, will be deemed to have been waived unless the waiver is in writing and signed by the Party giving the waiver.
- 8.2 No written waiver of a term or condition of this Agreement, of performance by a Party of a covenant under this Agreement, or of default by a Party of a covenant under this Agreement, will be deemed to be a waiver of any other covenant, term or condition, or of any subsequent default.

#### **9.0 NOT A TREATY OR LAND CLAIMS AGREEMENT**

- 9.1 This Agreement is not a treaty or a lands claims agreement, and does not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 9.2 This Agreement does not form part of the Maa-nulth First Nations Final Agreement.

#### **10.0 FURTHER ASSURANCES**

- 10.1 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

#### **11.0 INTERPRETATION**

- 11.1 In this Agreement:



- (a) headings are for convenience only, do not form part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- (b) a reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for it or in replacement of it; and
- (c) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

## **12.0 GOVERNING LAW**

- 12.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

## **13.0 ENUREMENT**

- 13.1 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors.

## **14.0 NO ASSIGNMENT**

- 14.1 This Agreement may not be assigned, either in whole or in part, by any Party.

## **15.0 NOTICES**

- 15.1 A notice, document, request, approval, authorization, consent or other communication (each a "communication") required or permitted to be given or made under this Agreement must be in writing and may be given or made in the following ways:
  - (a) delivered personally or by courier;
  - (b) transmitted by facsimile transmission; or
  - (c) mailed by post in Canada in any form which requires a receipt.
- 15.2 A communication will be considered to have been given or made, and received:
  - (a) if delivered personally or by courier, at 9:00 a.m. on the business day after the day on which it was received by the addressee or a responsible representative of the addressee;

- (b) if sent by facsimile transmission and if the sender receives confirmation of the transmission, at 9:00 a.m. on the next business day after the day on which it was transmitted; or
- (c) if mailed in Canada in any form which requires a receipt, when the postal receipt records that it was received.

15.3 A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:

**For: British Columbia**

Attention: Minister of Aboriginal Relations  
and Reconciliation  
Personal or courier delivery: Parliament Buildings  
Victoria, British Columbia  
Facsimile transmission: (250) 387-5594  
Postal deliver: PO Box 9468  
STN PROV GOVT  
Victoria, British Columbia  
V8W 9E2

**For: Canada**

Attention: Minister of Indian Affairs and  
Northern Development  
House of Commons  
Room 583, Confederation  
Building  
Ottawa, Ontario  
K1A 0A6  
Facsimile transmission: (819) 953-4941

**For: Huu-ay-aht First Nations**

Attention: Chief Councillor  
Box 70  
Bamfield, British Columbia  
V0R 1B0  
Facsimile transmission: (250) 728-1222

**For: Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations**

Attention: Chief Councillor  
General Delivery  
Kyoquot, British Columbia  
V0P 1J0  
Facsimile transmission: (250) 332-5210

**For: Toquaht Nation**

Attention:

Chief Councillor  
Box 759  
1316 Pine Street  
Ucluelet, British Columbia  
V0R 3A0  
(250) 726-4403

Facsimile transmission:

**For: Uchucklesaht Tribe**

Attention:

Chief Councillor  
Box 1118  
Port Alberni, British Columbia  
V9Y 7L9  
(250) 724-1806

Facsimile Transmission:

**For: Ucluelet First Nation**

Attention:

Chief Councillor  
Box 699  
Ucluelet, British Columbia  
V0R 3A0  
(250) 726-7552

Facsimile Transmission:

**16.0 EXECUTION IN COUNTERPARTS**

- 16.1 This Agreement may be executed in counterparts and by facsimile. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.

**THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED as of the day and year first above written**

EXECUTED in the presence of

) HER MAJESTY THE QUEEN  
) IN RIGHT OF THE PROVINCE  
) OF BRITISH COLUMBIA  
) as represented by the Minister of  
) Aboriginal Relations and  
) Reconciliation

\_\_\_\_\_  
As to the authorized signatory for the  
Minister of Aboriginal Relations  
and Reconciliation

)  
)  
) \_\_\_\_\_  
) Per: duly authorized signatory

EXECUTED in the presence of

) THE GOVERNMENT OF CANADA  
) as represented by the Minister of  
) Indian Affairs and Northern  
) Development or duly authorized  
) signatory

\_\_\_\_\_  
As to the authorized signatory for the  
Minister of Indian Affairs and Northern  
Development

)  
)  
) \_\_\_\_\_  
) Per: duly authorized signatory

EXECUTED in the presence of

) HUU-AY-AHT FIRST NATIONS  
) as represented by HUU-ay-aht First  
) Nations Government or duly  
) authorized signatory

\_\_\_\_\_  
As to the signature of

)  
)  
) \_\_\_\_\_  
) Per: duly authorized signatory

EXECUTED in the presence of

) KA:'YU:'K'T'H'/CHE:K'TLES7ET'H'  
) FIRST NATIONS as represented by  
) Ka:'yu:'k't'h'/Che:k'tles7et'h' First  
) Nations Government or duly  
) authorized signatory

\_\_\_\_\_  
As to the signature of

)  
)  
) \_\_\_\_\_  
) Per: duly authorized signatory

EXECUTED in the presence of

) TOQUAHT NATION as represented  
) by Toquaht Nation Government or  
) duly authorized signatory

)  
)  
)  
)

\_\_\_\_\_  
As to the signature of

) \_\_\_\_\_  
) Per: duly authorized signatory

EXECUTED in the presence of

) UCHUCKLESAHT TRIBE as  
) represented by Uchucklesaht Tribe  
) Government or duly authorized  
) signatory

)  
)  
)  
)

\_\_\_\_\_  
As to the signature of

) \_\_\_\_\_  
) Per: duly authorized signatory

EXECUTED in the presence of

) UCLUELET FIRST NATION  
) as represented by Ucluelet First  
) Nation Government or duly  
) authorized signatory

)  
)  
)  
)

\_\_\_\_\_  
As to the signature of

) \_\_\_\_\_  
) Per: duly authorized signatory

**Appendix 1 –  
Accessing Data using Internet Access**

---

**Accessing Data using Internet Access**

This Appendix sets out a description of the method for accessing invoiced stumpage information from the Ministry of Forests and Range Harvest Billing System for the purpose of determining the Invoiced Resource Amount pursuant to the Maa-nulth First Nation Final Agreement.

The current Web enabled implementation of the Ministry of Forests and Range Harvest Billing System (HBS) allows users (internal and external to government) to access detailed stumpage information from HBS. The following steps will enable the user to access HBS data relating to invoiced stumpage for the purposes of determining the Invoiced Resource Amount pursuant to the Maa-nulth First Nation Final Agreement. It should be noted that these steps may be subject to change with periodic modification of the HBS access process.

1. Click on the following Internet link to access the HBS web site.

<http://www4.for.gov.bc.ca/hbs/opq/ftas/invoiceSummary.jsp>

2. Your browser should now display the screen set out in Figure 1.

- Select Billing History
- Set the date range (in the example 200304 to 200403 for Fiscal Year 2003/04)
- Select “Crown Land” as the File Type
- You may select a Region/District Harvested to produce reports for a single region or district, or retain All to produce a report for all districts
- Select “All Special Forest Products except Christmas trees” as Product
- Click the buttons on the two Exclusions so that Reject and Waste/Residue are not excluded
- Press the “Configure PDF Report” button

**Figure 1 – HBS Billing History Screen**

**Mark Monthly Billing / Scaling History Selection**

Enter the selection criteria to view the summary harvest billing or summary harvest scaling , by month.

\* indicates a required field

**\* Report Type**

**Billing History** You must explicitly specify one of File Type, Forest File ID, Timber Mark, Client Number, or Region/District Harvested.

**Scaling History** You must explicitly specify one of File Type, Forest File ID, Timber Mark, Client Number, Region/District Harvested, Region/District Scaled, or Scale Site.

**\* Interval (up to 12 months)**

From   To

**File Type**

**Forest File ID**

**Timber Mark**

**Region / District Harvested**

**Region / District Scaled**

**Scale Site**

**Mark Holder Client No / Location**

**Filter by Species/Product/Grade**

**Species**

**Product**

**Grade**

**Exclusions**

**Exclude Firmwood Reject**

**Exclude Waste/Residue**

3. Your browser should now display the screen set out in Figure 2.
  - Select Region Harvested and District Harvested for Group Output
  - Select Volume (m3), Value (\$) and (optionally) Value/Volume (\$/m3) for Detail Lines Displayed
  - Select None for Species/Product/Grade Groups
  - Press the "Send PDF" button

## Figure 2 – Configure PDF Report

### Mark Monthly Billing Report Configuration

Configure the output of the invoice summary billing report, by month.

\* indicates a required field

<p>* <b>Group output by</b></p> <p><input checked="" type="radio"/> Region Harvested and District Harvested</p> <p><input type="radio"/> File Type</p> <p><input type="radio"/> Client and Licence</p>
<p>* <b>Detail Lines Displayed (select at least one)</b></p> <p><input checked="" type="checkbox"/> Volume (M3)</p> <p><input checked="" type="checkbox"/> Value (\$)</p> <p><input checked="" type="checkbox"/> Value/Volume (\$/M3)</p> <p><input type="checkbox"/> Volume Fraction (%)</p>
<p><b>Include Species / Products / Grades Groups</b></p> <p><input checked="" type="radio"/> None</p> <p><input type="radio"/> Species</p> <p><input type="radio"/> Species and Grades</p> <p><input type="radio"/> Products</p> <p><input type="radio"/> Species and Product</p>
<p style="text-align: right;"><input type="button" value="View PDF Preview"/> <input type="button" value="Send PDF Report"/></p>



4. Your browser will now display the screen set out in Figure 3.
  - Type your email address into the space provided
  - Press the “Submit” button

### **Figure 3 – Preparing for Submission**

#### **Report Delivery Address Screen**

**You have requested the following:**

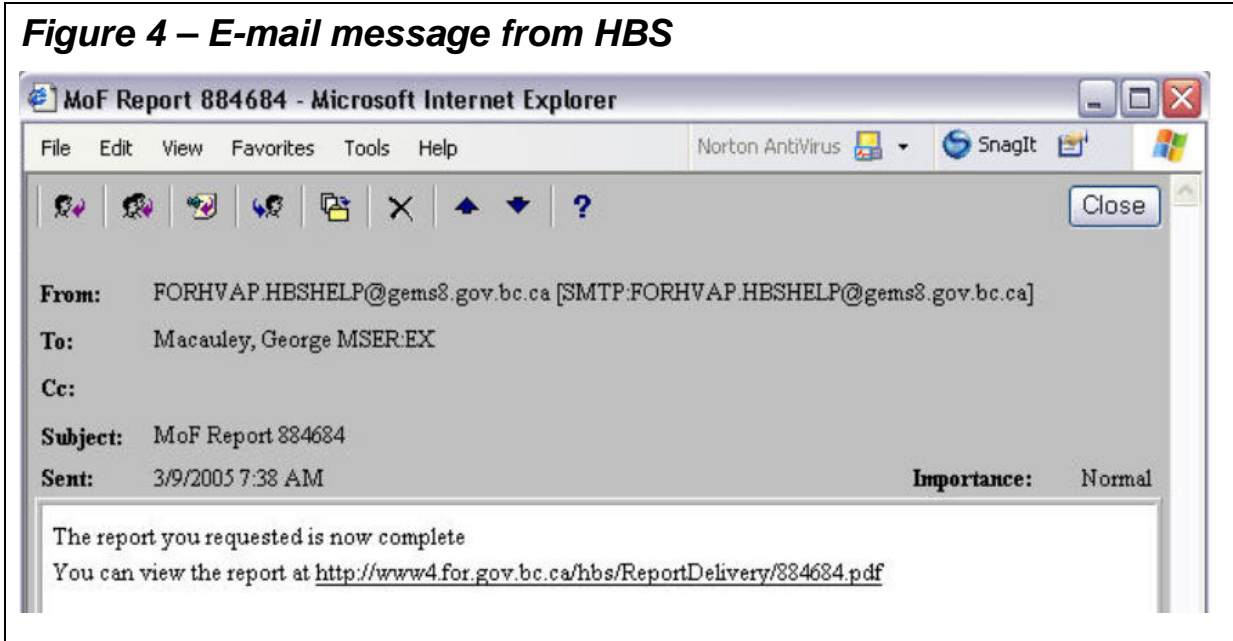
Billing History  
Format: PDF File  
Billing Date: 2003-04 to 2004-03  
File Type: Crown Land  
Filter by  
Species: All Land  
Product: All Special Forest Products except Christmas trees  
Grade: All Land  
Exclusions:  
Group by: Region and District

**\* Please enter your E-mail address:**

Once prepared, HBS will send an E-mail with an attachment containing the data requested.

5. HBS will send an E-mail message similar to that set out in Figure 4.
  - Click on the link in the message to access the reports

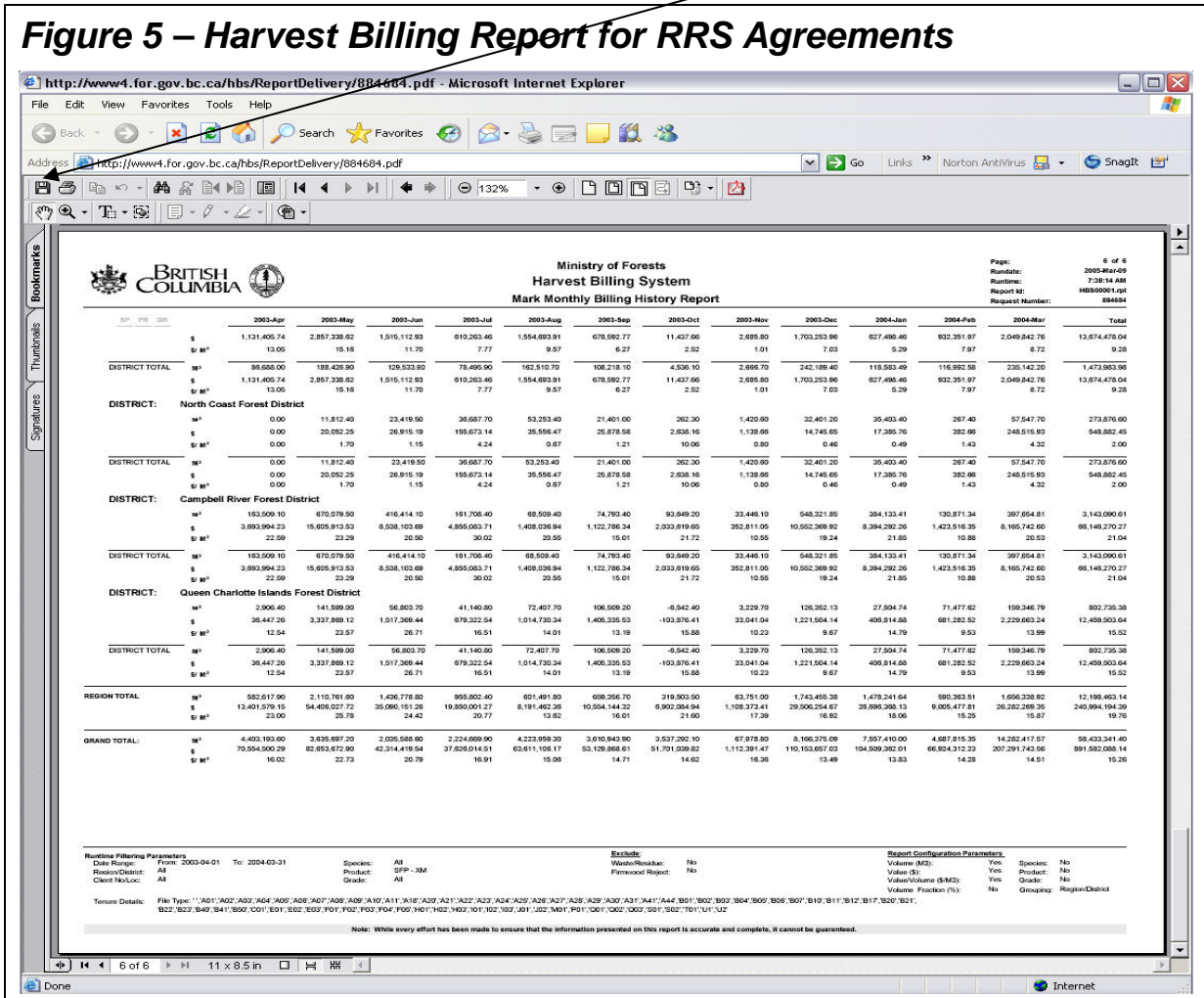
**Figure 4 – E-mail message from HBS**



6. Review HBS Generated Report

- Clicking on the link in the e-mail message will launch the presentation of the HBS report in your browser.
- To save the report for later use, click on the diskette button and identify a directory and file name

Figure 5 – Harvest Billing Report for RRS Agreements



- The HBS report contains a summary at the bottom of the parameters that were used to generate the report

7. The '\$' amount in the total column for the Campbell River Forest District and the South Island District will be used in the calculation of the Invoiced Resource Amount as set out in Section 2.1 of this agreement.