

INFORMATION SHARING AGREEMENT [TEMPLATE¹]

[Note: The title of the Agreement should reflect the purpose of the Information sharing, for example: “Marine Protected Areas Spill Response Planning Information Sharing Agreement.]

THIS AGREEMENT is made as of the _____ day of _____, 20_____.

BETWEEN:

_____ **FIRST NATION**

(the “**First Nation**”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of _____

(the “**Crown**”)

(Collectively, the “**Parties**”)

WHEREAS:

[NOTE: The preliminary recitals should set out the background of the Parties, as well as the intended purposes of entering into the Information Sharing Agreement. Different recitals will be required depending on whether the First Nation is entering into a collaborative process or joint decision process, or a one-off project. The clauses below provide examples of different clauses that may be included in the Agreement:]

- A. [Describe the First Nation] The First Nation represents the collective rights and interests of its members, including with respect to their [Aboriginal and/or Treaty] rights, title and interests, including the exercise of laws, customs, and traditions within the First Nation’s Territory;
- B. [Describe First Nations’ responsibilities. For example:] The First Nation has responsibilities to protect and manage the resources and Territory of the First Nation;
- C. [Describe the Crown party (or parties) and its responsibilities] Pursuant to Canada’s Constitution, The Crown _____ [describe responsibilities of the particular department];
- D. [Describe the Project or initiative] The Parties have mutual needs for a common information base to support _____ [name project or initiative];
- E. [Describe the information to be shared] The First Nation has _____ [types of information in its possession];

¹ **NOTE: This Information Sharing Agreement Template is a tool offered to assist in the drafting of an Information Sharing Agreement. This template does not constitute legal advice to individual First Nations.**

- F. [Describe the reason the Crown is seeking the information] The Crown wishes to use the Information for the purposes of _____;
- G. [Describe the need for protection of the information] The First Nation requires assurances from the Crown that its Information will be protected;
- H. [Describe the purposes of the information sharing] The Parties wish to improve mutual communication, understanding and trust; and
- I. [If the information is being shared as part of a collaborative or joint process, describe the process. For example:] The Parties wish to promote a working relationship that encourages the Crown to be informed with respect to _____ [project or initiative], and in which the First Nation can meaningfully participate in the _____ [project or initiative], including _____ [specific interests].

NOW THEREFORE in consideration of the covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree each with the other as follows:

DEFINITIONS

[NOTE: The definitions section defines the Information and Project in question, as well as any other relevant terms. The definitions below provide several examples of defined terms that may be included in this Agreement. Select and modify the defined term(s) to be used in the Agreement. Once defined, terms must be consistent throughout the Agreement. The term “Information” has been used throughout this template and is defined to include “Traditional Knowledge” and “Raw Data,” but this term may be substituted for another defined term (e.g. “Traditional Knowledge”).]

1. For the purposes of this Agreement,
 - (a) [This is an example of a broad definition of Information] **“Information”** means any Traditional Knowledge or Raw Data whether commercial, technical or cultural, including, know-how, data, processes, databases, tables, lists, designs, photographs, drawings, specifications, samples, geographic, co-ordinates, spatial information, species numbers and names, whether disclosed in writing, orally, by visual means, or in any other form, to the Crown by or on behalf of the First Nation, either directly or indirectly, or otherwise learned or obtained by the Crown from its dealing with the disclosing party in _____ [Project or process], but not including information that was already known to the Crown as evidenced by written record pre-dating disclosure by the First Nation.
 - (b) [If the Information is being shared with respect to a particular Project or use, it is important to define that Project or use. The definition of the Project will depend on the nature and purpose of the Project. Information sharing may be for land use research, emergency response preparedness, environmental rehabilitation, or many other types of projects. For example, the definition may include the following:]

“Project” means _____ [Note the starting date and duration of the Project; describe the intended use of the project data, e.g. exploration, scientific or other research, collection, emergence response management, etc.; identify where and how

the Information gathering will take place; describe any other relevant information in the definition of the Project here].

- (c) [You may wish to include a definition of “Raw Data,” as distinct from information that has been processed, analyzed, edited, or included in a work produce. For example:] **“Raw Data”** means all reports, maps, and non-digital data produced by the Projects and may include ecological monitoring data or other information recorded by observing and monitoring the Territory.
- (d) [In some cases, it may be helpful to include a definition of Territory, or attach a map of the territory in question. For example:] **“Territory”** means the traditional territory of the First Nation as approximately depicted in Schedule ____ [attach schedule to Agreement].
- (e) [The following is an example of a definition of “Traditional Knowledge” which may be edited as needed, and is intended to be as inclusive as possible. For example:] **“Traditional Knowledge”** means cultural heritage and traditional cultural expressions of the First Nation, and knowledge of traditional lifeways and systems, whether embodied in tangible or intangible form, whether transmitted from ancient to contemporary times from generation to generation or otherwise received, and including:
 - (i) The manifestations of the First Nation’s sciences, technologies and culture, (including environmental knowledge, use of natural resources, land use and occupation, systems of land tenure and self-management);
 - (ii) Governance and laws;
 - (iii) Spiritual knowledge;
 - (iv) Protocols (including values and ethics governing human use and behaviour, as well as site-specific protocols);
 - (v) Immoveable cultural property (including sacred and historically significant sites and burial grounds);
 - (vi) Culturally significant areas (which may include archaeological sites which are not public);
 - (vii) Special ecological places, (including eel grass areas, falcon nesting information, and abalone sites);
 - (viii) Knowledge of fauna and flora, seeds, medicines, water, soils, weather, solar and lunar effects, processes and cycles;
 - (ix) Abundance and habitat information (including historic trends and base line information);
 - (x) Oral traditions, literatures, and visual performing arts (including songs, dances, music, stories, ceremonies, symbols and designs);

- (xi) Culturally significant practices and locations, that may be confidential and are generally not made public unless aggregated so as to protect identity of informants, specific sites, locations, species etc., and approved through internal processes; and
- (xii) Management Plans (including conservancy management plans, forestry management plans and supporting data);

In whatever form or media such knowledge is provided, including all discussions, analysis, compilations, studies, reports or other materials in a variety of media containing or generating from, in whole or in part, the First Nation.

- (f) [NTD: Consider whether this Agreement will need to include a direct and ongoing role for Traditional Knowledge Holders? If so, the Agreement will need to be modified to account for the consent of Traditional Knowledge Holders, where required.]

AUTHORIZED USES

[NOTE: The Agreement should clearly identify how the Information shared under the Agreement is to be used, which become known as the “Authorized Uses.” The Authorized Uses may only be for one Project (as defined in the definitions section), or may include several projects or uses.]

- 2. Information shall be utilized by the Crown solely for any of the following purposes:
 - (a) The Project; and
 - (b) [Describe any other purposes].

(collectively, the “**Authorized Uses**”)

- 3. [If you wish to provide for the option of additional uses for the Information being shared in the future, include this clause:] The Parties may, from time to time, approve of additional Authorized Uses of the Information, provided that such Authorized Uses have the prior informed consent in writing of the First Nation.

OWNERSHIP OF INFORMATION

- 4. The First Nation retains exclusive ownership of all the Information shared through this Agreement.
- 5. All intellectual property (including Indigenous or Traditional Knowledge) in the Information remains the property of the First Nation or traditional knowledge holder.

LICENCE

[NOTE: In this section, the granting of a “licence” means the act of permitting the Crown to do the things set forth in the Agreement, subject to the conditions, limitations, and restrictions contained in the Agreement. Under a licence, the Crown does not obtain any exclusive possession or right to the Information shared by the First Nation. In other words, no ownership of the Information

transfers to the Crown when the licence is granted. The licence is “non-exclusive” because it means the First Nation could share its Information with other organizations or individuals other than the Crown, if it so chooses.]

6. Subject to the terms of this Agreement, the First Nation grants non-exclusive licence to the Crown to use the Information shared only for the Authorized Uses stated in this Agreement and any other use with the prior written consent of the First Nation.
7. No licence to use any intellectual property is granted or implied by the Agreement other than the rights expressly granted in the Agreement.

LIMITATIONS ON USE

[NOTE: This section should describe the limitations on the use of the Information, which can include a list of the persons who are allowed to access or view the Information.]

8. The Crown shall not, without the prior written consent of the First Nation,
 - (a) Use or permit the First Nations’ Information to be used or disclosed to any person or body, other than as specifically authorized by this Agreement; or
 - (b) Directly or indirectly disclose, allow access to, transmit, transfer or make available to any individual, for any use whatsoever, the Information other than to a person who is:
 - (i) [Use this subsection to describe specific staff roles or positions who are allowed to access the Information, and what department or agency or other Crown body the person is a member of. For example:] an employee, independent contractor or professional advisor of the Crown, retained by the Crown, who has a need to know such Information solely for one of the Authorized Uses; or
 - (ii) [For example:] agents or third parties participating in the Project, who has a need to know such Information solely for one of the Authorized Uses; or
 - (iii) [List any other specific persons or employees who are authorized to access the Information:] _____, who has a need to know such Information solely for one of the Authorized Uses
9. The Crown shall not, without the prior written consent of the First Nation, use the Information for any other purposes not authorized by this Agreement, including, but not limited to, any matter being litigated or negotiated by or with any First Nation or other Aboriginal group.
10. **NTD:** Should there be a clause re: The First Nation shall ensure that any identifying particulars associated with particular individuals or sites are removed, aggregated, or anonymized from the Information as required while maintaining the effective utility of the Data, prior to its providing such Information to the Crown for any of the Authorized Uses?

DISCLOSURE TO THIRD PARTIES

[NOTE: The Agreement should place restrictions on disclosure of information, e.g. Site specific data provided will not be disclosed to third parties, including other government departments, without prior written permission. If there is authorized disclosure to third parties, they must be required to treat the Information it receives with the same sensitivity as parties to the Agreement.]

11. If there is authorized disclosure of the Information to any third parties pursuant to clause 8(b)(iii), including other government agencies and departments, the Crown shall require prior written consent from the third parties not to disclose the same, and to observe and maintain the requirements of this Agreement for the benefit of the Crown and the First Nation.

ACCESS TO INFORMATION

[NOTE: This section addresses requests for Information made under access to information legislation. It is important to note that this section cannot prevent the Crown from releasing Information under certain circumstances. The goal of this section is to limit the likelihood of Information being released by reinforcing the First Nation's ability to argue against the release of Information, including by applying certain exceptions under the access to information legislation itself. This section addresses requests for access to information made under federal legislation only.]

12. Information provided by the First Nation to the Crown:
 - (a) Is treated consistently in a confidential manner by the First Nation;
 - (b) Shall not, except insofar as may be required by law, be accessible to the general public;
 - (c) Shall be subject to applicable federal legislation and regulatory requirements including the *Access to Information Act*, RSC 1985;
 - (d) Shall be deemed, to the extent possible, to be:
 - (i) Financial, commercial, scientific or technical information that is confidential information supplied to a government institution by the First Nation and is treated consistently in a confidential manner by the First Nation; within the meaning of the *Access to Information Act* s. 21(1)(b);
 - (ii) Information the disclosure of which could reasonably be expected to result in material financial loss or gain to, or could reasonably be expected to prejudice the competitive position of the First Nation within the meaning of the *Access to Information Act* s. 21(1)(c); and
 - (iii) Information the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of the First Nation (including negotiations with Non-Crown entities) within the meaning of the *Access to Information Act* s. 21(1)(d).

13. Should Canada receive a request under the *Access to Information Act* for the disclosure of any of the Information, the Crown shall provide the First Nation with adequate notice of the request, reasonable advance opportunity to express its views regarding any impacts that may arise from the requested disclosure, adequate notice of the Crown's decision, and the ability to challenge the Crown's decision, including taking any steps required to prevent such disclosure.

PROCEDURE FOR SHARING OF INFORMATION

[NOTE: This clause should set out how the information will be transferred to the recipient, including the method and frequency of the sharing or linkage.]

14. [Describe the procedure here. Options may include an automated internet based system, a manual internet based system, or manual delivery of stored data on suitable media e.g. CD, DVD or portable hard drive.]
15. [If there is no procedure determined at this time, include the following clause:] The procedure for the physical transfer of Information to the Crown will be determined, from time to time, by the Parties, working collaboratively.

UPDATE & REVISION OF INFORMATION

[NOTE: If necessary, use this section to set out the processes to be used to ensure that the information shared is kept accurate, complete and up-to-date by all parties involved; including rights to request correction or revision of Information that has been shared.]

16. [State here the extent to which Information is considered accurate or complete].
17. [For example:] As new information becomes available, the First Nation may from time to time provide updated information to the Crown.

RESPONSIBILITIES OF THE PARTIES

[NOTE: Any other responsibilities of each party for carrying out the agreement should be specified here in clauses which set out the obligations (and any exceptions to those obligations) of the parties.]

18. [The Agreement can set out specific clauses for all parties to follow, for example:] Each Party shall:
 - (a) Share Information according to principles of fairness, efficiency, and affordability;
 - (b) Strive to provide Information in an economical and efficient manner; and
 - (c) Respect the privacy, dignity, cultures, practices, traditions and rights of the First Nation with respect to the First Nations' Information.
19. [The Agreement can set out specific clauses for the Crown to follow, for example:] The Crown shall:

- (a) Treat all Information shared as confidential and take prudent measures to maintain the Information in strict confidence; and
 - (b) Take all reasonable action necessary to ensure compliance with this Agreement.
20. [The Agreement can set out specific clauses for the First Nation to follow, for example:] The First Nation will, upon request:
- (a) Provide advice and assistance to the Crown, as necessary, to assist the Crown to fulfill its responsibilities under this Agreement.

APPLICATION

21. This Agreement applies to all Information shared between the Parties pursuant to this Agreement.

EXCEPTION

22. This Agreement does not apply to:
- (a) Any Information which is, at the commencement of the term of this Agreement or at some later date, publicly known under circumstances involving no breach of this Agreement; or
 - (b) Disclosure of Information where such disclosure has the prior written consent of the First Nation, or
 - (c) [If it is possible that the Project will result in certain Information being released publicly, include this clause:] Work products approved by the First Nation and the Crown and released to the public pursuant to this Agreement.

DEPARTMENTAL SAFEGUARDS AND SECURITY OF INFORMATION

[NOTE: In this section the Agreement should address any administrative, technical and physical safeguards required to protect the Information shared against accidental or unauthorized access, disclosure, use, modification and deletion. Clauses should set out the custodianship of Information, disclaimers, and other requirements for the protection of the Information. The following clauses are examples which may be included, and can be modified as necessary:]

23. The Crown shall maintain records and establish adequate facilities such as a records office for receiving, distributing and storing the Information.
24. The Crown shall adhere to the following security measures in respect of the Information, and shall instruct any third parties when the Crown discloses the Information to them to do the same:
- (a) Hold Information on internal drives that are protected behind firewalls; and
 - (b) Refrain from placing Information on transportable data devices such as jump drives/flash drives.

25. In all cases, Information that is shared with receiving parties will be accompanied by this disclaimer:

First Nation's Confidential Information must not be shared or redistributed without the written permission of the First Nation. [Note: This disclaimer may be edited to meet needs of a particular Information sharing Agreement. For example, you could add "and all copies must be returned to the First Nation at the conclusion of the Term, process, project, etc.].

26. The Crown shall take all necessary steps to ensure the Information is shared internally on the basis of confidentiality and only as needed solely for the Authorized Uses.
27. To ensure the Information is stored safely and protected from unauthorized access, the Crown agrees to manage and store the information according to the standards of security level PROTECTED C. [NTD: Discuss pros and cons]
28. Persons receiving or granted access to the Information shall be briefed on their responsibilities for its safeguarding.
29. A record shall be kept of the dates, names and transactions of all use of the Information by the Crown indicating:
- (a) receipt by the facility;
 - (b) distribution within the facility;
 - (c) origination within the facility;
 - (d) reproduction within the facility;
 - (e) destruction within the facility; and
 - (f) transmittal outside the facility.
30. The Crown shall not duplicate the Information except for the following:
- (i) The Crown may make copies for backup purposes; and
 - (ii) The Crown may translate the Information into other formats and/or media, when required for the Authorized Uses of this Agreement.

These duplications and "reformats" shall be subject to the same restrictions as the Information under this Agreement.

COMMENCEMENT AND RENEWAL

[NOTE: The following section should specify the time period during which the Information sharing will take place. It could be limited in time to avoid a sharing of Information when it is no longer needed. If the sharing arrangement is anticipated to be over a longer term, the time period could be limited but the Agreement can have a clause allowing for renewal if the arrangement is still necessary. The duration of an Agreement may also be open-ended, i.e. indefinite.]

31. The term (the “**Term**”) of this Agreement will commence as of _____ [date] and will continue _____ [until a set date, or, “will continue indefinitely”], unless terminated sooner under the terms of this Agreement.
32. [If the Agreement is not indefinite, include the following clause:] This Agreement may be renewed upon the written agreement of the Parties, for such Term as the Parties agree.

TERMINATION

33. Either party may terminate this Agreement by giving no less than _____ days notice to the other Party.

RETENTION PERIOD OF INFORMATION

[NOTE: The Agreement should specify the maximum retention period for the Information shared by the Parties and the disposition methods and standards required. This may include provisions for the repatriation/return of the Information.]

34. Upon termination of the Agreement [add “or expiry of the Term” here if the Term of the Agreement is not indefinite], the Crown shall either:
 - (a) repatriate the Information to the First Nation. Any additional procedures for the repatriation of Information to the First Nation will be determined at the time by the Parties; or
 - (b) at the request of the First Nation, destroy the Information. Any additional procedures for the destruction of the Information will be determined at the time by the Parties
35. The maximum retention period for the Information by the Crown, after termination [or expiry of the Term] is _____ days.

SURVIVAL OF TERMS

[NOTE: The Agreement should specify exactly which obligations continue to exist after the Agreement ends.]

36. The Crown’s obligations in clauses _____ [Specify the # of the specific clauses] of this Agreement shall not terminate by reason of the expiry of the Term, termination of the Agreement, or completion of the Project.
37. For greater certainty, the First Nations’ ownership and interest in the Information will survive the termination of this Agreement.
38. For greater certainty, the limitations on the use of the Information will survive the termination of this Agreement.

LEGAL AUTHORITIES

[NOTE: This optional section may be included if there is a particular piece of legislation, or a reconciliation agreement, or a memorandum of understanding already signed between the parties. If this Information Sharing Agreement is being made in relation to one of these documents, the existing agreement may be attached as a schedule to this Agreement, or vice versa. Where applicable, you may also include requirements to abide by specific provisions of specific legal agreements.]

39. This Agreement is established pursuant to _____ [Legislation, customary laws, MOUs, other agreements, etc.].
40. [For example:] This Agreement is Schedule ___ to the _____ [Legislation, customary laws, MOUs, other agreements, etc.].

MANAGEMENT COMMITTEE

[NOTE: If there is to be any type of working group or committee to oversee or manage the sharing of Information pursuant to this Agreement, its membership and terms should be set out in this section.]

41. [Describe the composition of the committee]
42. [Describe the terms of the committee]
43. [Describe the duties and responsibilities of committee]

COMPLIANCE

[NOTE: A clause may be included allowing for ongoing monitoring or periodic audits of the sharing arrangements to be conducted to ensure compliance. This may be a duty assigned to a management committee.]

44. [Describe any ongoing monitoring or audits with respect to the Information shared pursuant to this Agreement]

ENFORCEMENT

[NOTE: The Agreement should specify the consequences of using or disclosing the Information improperly or without authority. For example, a clause could be included stating that the Agreement will cease if a recipient party is found to be improperly disclosing the shared Information. Clauses may include an indemnity clause (see below), or a clause acknowledging the First Nations' access to equitable or injunctive relief in courts.]

45. The Crown shall establish a procedure to ensure that suspected or actual violations of security, breaches and compromises of the Information are recorded and immediately investigated. If there is a breach or compromise, the Crown shall immediately conduct a preliminary inquiry into the incident to determine all of the circumstances, including:
 - (a) What, where and when did the incident occur?

- (b) Who reported it, to whom, and when?
 - (c) What Information was involved (in detail)?
 - (d) What was the security marking and description of the Information involved?
 - (e) Who originated the Information?
 - (f) When, for how long, and under what circumstances was the Information vulnerable to unauthorized disclosure, and to whom?
 - (g) What actions were taken to secure the Information and limit the damage?
 - (h) Is any Information lost or unaccounted for?
46. When the results of the preliminary inquiry indicate a suspected or actual breach or compromise of the Information, the First Nation is to be immediately notified by the Crown. A full report covering the preliminary inquiry and any subsequent investigative results are to be forwarded to the First Nation as soon as possible.
47. If any person or entity acquires the First Nations Information by, through or under the Crown, the Crown will use all reasonable efforts, including, without limitation, court proceedings, at its sole expense, to prevent unauthorized disclosure or unauthorized use of the Information by such person or entity.

INDEMNITY & INSURANCE

[NOTE: Clauses setting out indemnification of First Nations or requirements for insurance on the part of the government(s)].

48. The Crown will indemnify and will keep indemnified the First Nation for any disclosure, loss of or damage to Information (including intellectual property) which may arise or be a consequence of a breach of any provision of this Agreement, and any unlawful or negligent act or omission of the Crown, or its officers, subcontractors, employees and agents.
49. The Crown will use its best endeavors to ensure that the data repository facility is covered by its current insurance policy so that it is insured against all reasonably foreseeable risks.

WITHOUT PREJUDICE

[NOTE: May include without prejudice clauses with respect to certain admissions or positions that the parties may take in other matters.]

50. Nothing in this Agreement is intended to affect the existence or scope of, or justify any infringement of, any Aboriginal rights and title of the First Nation, or to prevent the Nation from exercising their Aboriginal rights, either during the currency of this Agreement or otherwise, nor shall anything in this Agreement be interpreted as affecting the legal relationship between the Parties.
51. Nothing in this Agreement is intended to define, create, derogate from or extinguish any rights of the Crown, nor is it intended, nor shall it be deemed to, alter, vary, derogate from

any statutory, regulatory or delegated authority under the applicable federal policy and legislation as may be amended from time to time.

- 52. This Agreement, the negotiations leading up to this Agreement, and any negotiations and transactions carried on pursuant to this Agreement, are without prejudice to any legal positions that have been taken or may be taken by either of the Parties in any court proceeding, process or otherwise, or any treaty or other negotiations, and shall not be construed as an admission of fact or liability in any such proceeding, process or negotiation.
- 53. This Agreement is not confidential and a Party may rely on it in any proceeding to demonstrate the understanding of all parties regarding the treatment of the Information.

CONTACTS

[NOTE: Where possible, the agreement should contain contact names, titles, addresses and phone numbers of appropriate officials of all parties, and may include the contact information for officials who will have access to the information that will be shared.]

- 54. The key contacts for the Parties under this Agreement are as follows:

First Nation Representative

Name: _____
 {ADDRESS/PO BOX}
 {CITY, PROVINCE}
 {POSTAL CODE}
 Phone:
 Fax:
 Email:

Crown Representative

Name: _____
 {ADDRESS/PO BOX}
 {CITY, PROVINCE}
 {POSTAL CODE}
 Phone:
 Fax:
 Email:

NOTICE

- 55. Any notice, document or communication to be given hereunder shall be in writing and delivered by hand or facsimile to the representative to which it is to be given at the contact address set out above.

GENERAL

[NOTE: The agreement may include other clauses dealing with any financial arrangements between the parties, and the need to give each other reasonable notice of changes in policy or legislation

DRAFT FOR DISCUSSION

likely to impact the agreement. The following clauses are common clauses which should be included in the Agreement:]

- 56. This Agreement is governed by the laws of British Columbia and the laws of Canada, applicable in British Columbia.
- 57. The word “including” means “including without limitation” and “include” and “includes” will be construed similarly.
- 58. This Agreement may not be assigned without the express consent of the other Party.
- 59. This Agreement will be binding on any successors to the Parties.
- 60. If one or more provisions of this Agreement are struck, severed, or inoperative for any reason, the remainder of the Agreement remains in effect.
- 61. This Agreement may be amended or supplemented only by a written agreement signed by each Party.
- 62. Each Party represents and warrants to the other Party that this Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms and that each Party is authorized to enter into this Agreement.
- 63. This Agreement may be signed by original or facsimile or electronic transmission and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

SIGNED on behalf of

_____ **[FIRST NATION]**

By: _____
Authorized Signatory

Name:

Title:

DRAFT FOR DISCUSSION

SIGNED on behalf of

_____ **[CROWN]**

By: _____
Authorized Signatory

Name:

Title:

DRAFT FOR DISCUSSION