This Working Agreement is made

BETWEEN: Her Majesty The Queen in Right of Canada as represented by the Minister of Fisheries and Oceans (hereinafter called "DFO")

OF THE FIRST PART

AND: Carrier Sekani Tribal Council for and on behalf of the Constituents it represents (hereinafter called "CSTC")

OF THE SECOND PART

WHEREAS the Parties confirm their commitment to a relationship that is based on mutual respect and understanding;

AND WHEREAS the Parties recognize that to achieve a climate of ongoing cooperation and stability in the fisheries, subsequent agreements entered into pursuant to this Agreement will be discussed in a context of information gathering and exchange with other user groups whose interests may be affected;

NOW THEREFORE the Parties agree as follows:

1.0 Definitions

1.1 In this Agreement:

(a) "Agreement" means this agreement;

(b) "Constituent" means one of the Constituents;

(c) "Constituents" means

(i) Broman Lake Indian Band
(ii) Burns Lake Indian Band
(iii) Cheslatta Indian Band
(iv) Heil'tul'it'en Nation Indian Band
(v) Lake Babine Indian Band
(vi) Fraser Lake Indian Band
(vii) Nak'azdli Indian Band
(viii) Stellako Indian Band
(ix) Stony Creek Indian Band
(x) Takla Lake Indian Band
(xi) Tl'azt'en Nation Indian Band
(xii) Ingenika Indian Band

2.0 Purpose

2.1 The purpose of this Agreement is to provide a general framework for discussions with respect to matters set out in section 3.0 of this Agreement.

3.0 Scope of Discussions

3.1 The Parties agree to enter into discussions in accordance with the provisions of this Agreement with respect to the following matters related to the conservation, protection and management of fisheries used by the Constituents:

(a) identification of what constitutes the fisheries used by the Constituents;
(b) fisheries management;

(c) allocation;

(d) administration of enforcement;

(e) all aspects of an Aboriginal fishery including fish for food, social and ceremonial purposes and disposition;

(f) mechanisms to resolve disputes between the Parties in both the framework and substantive stages of discussions and with respect to the implementation of subsequent agreements made pursuant to this Agreement;

(g) structures and other arrangements through which subagreements entered into pursuant to this Agreement may be implemented;

(h) training;

(i) provisions of a framework agreement and implementation strategy;

(j) ratification criteria;

(k) funding and funding arrangements;

(l) short-term and long-term timeframes;

(m) public announcements related to this Agreement and any subagreements made pursuant hereto; and

(n) any other matter agreed to by the Parties.

Fisheries management discussions referred to in paragraph 3.1 (b) include the following fisheries related issues:

(a) conservation;

(b) protection and enhancement of salmon stocks and other species of fish and marine life;

(c) enumeration and monitoring, including stock assessment, data gathering, analysis, management and exchange of information;

(d) habitat protection and enhancement;

(e) harvesting, including who can fish; when, where, how and how much they can fish and disposition;

(f) the management of fishing by the Constituents;

(g) short-term and long-term planning;

(h) management plans and a process for updating and adjusting such plans as required during a fishery;

(i) pre-season and in-season dispute settlement mechanisms;

(j) pilot projects; and

(k) evaluation and feedback mechanisms.
4.0 Participation of User Groups

4.1 All user groups, both native and non-native, will be asked to participate in allocation discussions.

5.0 Discussion Process

5.1 DFO agrees to enter into discussions with CSTC and any agreements reached as a result of such discussions will be between DFO and CSTC, or one or more Constituents or structures or arrangements referred to in paragraph 3.1(g) of this Agreement.

5.2 Notwithstanding anything in this Agreement; it is understood that each Constituent may pursue discussions directly with DFO within the context of a time frame agreed upon by DFO and the said Constituent.

6.0 Other Federal Departments

6.1 DFO and CSTC agree to keep relevant federal departments advised of the status and nature of any discussions referred to herein.

7.0 Ratification

7.1 Execution of this Agreement by DFO, CSTC and the Constituents shall constitute ratification.

7.2 The representatives of the CSTC warrant that they execute this Agreement on behalf of CSTC and have authority to bind CSTC.

7.3 The representatives of the Constituents warrant that they execute this Agreement on behalf of the Constituents and have authority to bind the Constituents.

IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized in that behalf.

Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans by the Assistant Deputy Minister, Policy and Program Planning, Department of Fisheries and Oceans

M. Plumian
Assistant Deputy Minister
Policy Program and Planning
Department of Fisheries and Oceans

Carrier Sekani Tribal Council
by

Witness

CERTIFIED COPY
Maureen Opal

Brosman Lake Indian Band by its duly authorized representative

Barnes Lake Indian Band by its duly authorized representative

Cheslatta Indian Band by its duly authorized representative

Dheit-Lif't'en Nation Indian Band by its duly authorized representative

Lake Babine Indian Band by its duly authorized representative

Fraser Lake Indian Band by its duly authorized representative

Nak'azdli Indian Band by its duly authorized representative

Stellaquo Indian Band by its duly authorized representative

Stony Creek Indian Band by its duly authorized representative

Takla Lake Indian Band by its duly authorized representative

Tl'azt'en Nation Indian Band by its duly authorized representative

Tsil Keh Dene by its duly authorized representative

CERTIFIED COPY
BETWEEN: Her Majesty the Queen in Right of Canada as Represented by the Minister of Fisheries and Oceans (DFO)

AND: Carrier Sekani Tribal Council (CSTC)

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WORKING AGREEMENT #1

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CERTIFIED COPY
MEMORANDUM OF UNDERSTANDING

This agreement made this 16th day of February, 1990, between:

The Natoot'en, represented by Chief Wilf Adam;

The Carrier - Sekani Tribal Council, represented by
Joseph P. Michell, Tribal Chief;

The Gitksan Wet'suwet'en Hereditary Chiefs, represented
by each House group signing; and,

The Tsimshian Tribal Council, represented by Alex Bolton

(Hereinafter, in this Agreement, the Natoot'en,
the Carrier - Sekani Tribal Council, The Gitksan
Wet'suwet'en Hereditary Chiefs and the Tsimshian
Tribal Council are referred to as the "First Nations".)

DISCLAIMER

This Agreement is designed solely to promote the exchange of
information and cooperation on fisheries and resource management
issues between the First Nations of the Skeena Watershed. All
agreements whether expressly stated or implied herein are without
prejudice to the aboriginal rights and unsettled claims of each
First Nation. There is no intention by any one of the First
Nations to infringe on the aboriginal rights and claims of any of
the others. Without limiting the generality of the foregoing,
this Agreement is without prejudice to any rights which may inure
to the benefit of the Natoot'en from the Barricades Agreement of
1906.

WHEREAS: Each First Nation has an aboriginal right to fish for
social, ceremonial and economic purposes; and,

WHEREAS: Each First Nation continues to depend on the fisheries
resource as a mainstay of their economic, social and
cultural well-being; and,

WHEREAS: The aboriginal right to fish supercedes all other
fisheries and is limited only by the need for proper
conservation of threatened fish stocks; and,
WHEREAS: The First Nations on the Skeena Watershed are the Guardians of the Source with specific responsibility for the protection of the resource on whose continued well-being all three nations depend; and,

NOW, THEREFORE, THE FIRST NATIONS AGREE ON THESE PRINCIPLES:

1. To protect the source according to traditional law.
2. To conserve the resource according to traditional law.
3. To harvest the resource according to traditional law.

THE PARTIES AGREE FURTHER, AND MORE SPECIFICALLY, AS FOLLOWS:

1. To cooperate in the development of a comprehensive, long-term fisheries management plan for the Skeena watershed as the first step towards an Integrated Resource Management Plan.

2. To avail, in the short-term, of the moneys received from the departments of Indian Affairs and Fisheries and Oceans to set up a representative core group to pursue the comprehensive planning initiative.

3. To seek avenues for self-financing and local control of all initiatives undertaken cooperatively by the First Nations of the Skeena watershed.

AGREED TO ON: February 16, 1990 AT Gitanmaax

Natoot'En

[Signature]

Wilf Adam, Chief

Carrier-Sekani Tribal Council

[Signature]

Joseph P. Michell, Tribal Chief

Tsimshian Tribal Council

[Signature]

Alex Bolton, Representative
The Hereditary Chiefs of the Gitksan and Wet'suwet'en People

Guxsan a.k.a. Herbert Wesley

Haxbagwootxw a.k.a. Ken B. Harris

Wiigyet a.k.a. Roy Wesley

Smoogithlgyamk a.k.a. Henry Wilson

Jwashlam a.k.a. Abel Campbell

Harward Falo

dall a.k.a. Gordon Johnson

Howard Falo

Pooxensxw a.k.a. Sarah Benson

Nila wa a.k.a. Peter Turley

'Neill-a-wax Peterseelag

Jewelasxw a.k.a. Allen Johnson

Ernest Hyzims

wagl'lo a.k.a. Ernest Hyzims

eit a.k.a. Lloyd Ryan

Ertrude Jy Watson

Ggabaxs a.k.a. Gertie Watson

Joan J Ryan

Hanamuxw a.k.a. Joan Ryan

Rige A John

Gwis Gyen a.k.a. Lorne Campbell

Xsgogimlaxha a.k.a. Vernon Milton

Tenimgyet a.k.a. Art Matthews Jr.

Haits'imsxw a.k.a. David Wesley

Wiliitsxw a.k.a. John Robinson

Simadeeks a.k.a. Calvin Hyzims

Sakxum Higookx a.k.a. Vernon Smith

+Evelyn Johnson

Duubisxw a.k.a. Evelyn Johnson

Haalus a.k.a. Billy Morrison

Wii Hlengwax a.k.a. Herbert Burke

Haak Asxw a.k.a. Larry Wright
Gunuu a.k.a. Godfrey Good

Yax Yak a.k.a. Adolphus Morgan

K'amlaxyeltxw a.k.a. Solomon Marsden

Marty Holland

Ashimwitzeen a.k.a. Lester Moore

Gyetim Galbo'o a.k.a. Sylvester Green

Martha Risedale

Nu'tgoob'l a.k.a. Jessie Sterritt

Dutkudziuwus a.k.a. Ben McKenzie Sr.

Djogaslee a.k.a. Walter Wilson

Nikateen a.k.a. Jimmy Woods

Wii Minosik a.k.a. Robert K. Stevens

Aluxw a.k.a. Dick Lattie

Anda Ap a.k.a. Abel Brown

M'uvus a.k.a. Jeffrey Harris Jr.

Wiiw a.k.a. Byron Edes

Jeff Harris Jr.

X'tii Dzeek a.k.a. Bruce Johnson

Wil'dglool a.k.a. Johnny Wilson

Ma'uvus a.k.a. Jeffrey Harris Jr.

Xwiw a.k.a. Pete Muldoe

Gutginuxw a.k.a. Willie Morrison

Gwiyeehl a.k.a. Chris Skulsh

Geel a.k.a. Walter Harris

Antgulilibix a.k.a. Mary Johnson

Dawamuxw a.k.a. Charles Clifford

Peter Guitteny Sr.
Elaast a.k.a. Jimmy Angus
Baskyelaxha a.k.a. Billy Blackwater
Yagosisp a.k.a. Joyce Turner
Wii Mugulsxw a.k.a. Art Wilson
Xhliiyemlxha a.k.a. Eva Sampson
Wii Seeks a.k.a. Ralph Michell
N"m Giminuu a.k.a. Alvin Weget
Miluulak a.k.a. Alice Jeffrey
KsimGitgiGenix a.k.a. Robert Jackson Sr.
Luus a.k.a. Jeff Harris Sr.
Syoagyet a.k.a. Mary McKenzie
Ishabux a.k.a. Wilmer Johnson
Yagalahl - Dora Wilson - Kenni
Amagyet a.k.a. Leo Bratten
Guuhadak a.k.a. Steve Robinson
Spookw a.k.a. Steve Robinson
Alice Wilson
Hawaaw' a.k.a. Alice Wilson
Ralph G. Muckle
Ralph G. Muckle
Ralph G. Muckle
Waiget a.k.a. Helen Joseph
Wii Gyet a.k.a. Lloyd Morrison
Haiwas a.k.a. James Stevens
Gwininitxw a.k.a. Solomon Jack
Gwoimt a.k.a. Kathleen Wale
Nii Kyap a.k.a. Jerry Gunanoot
Kwamoon a.k.a. Pearl Trombley
Nilst a.k.a. David Blackwater
ilhaax a.k.a. Neil B. Sterritt
Noola a.k.a. Norman Moore
K'hay La'h a.k.a. Mabel Sam Critch
Hagwilnegh a.k.a. Ron Mitchell
Wah Tah Kwets a.k.a. Frank Patrick
George Holland
Wah Tah K'echt a.k.a. Henry Alfred
Florence Hall
Kweese a.k.a. Florence Hall
Woos a.k.a. Roy Morris
Gisdaywa a.k.a. Alfred Joseph
Gyologet a.k.a. Gordon Hall
Tsii Baasa a.k.a. Andy George
Caspit a.k.a. Stanley Morris
Smogelgem a.k.a. Leonard George
Klo Um Khun a.k.a. Patrick Pierre
Mu Lucy Namox
Samooh a.k.a. Herbie Naziel
Mu' Buu a.k.a. Helen Mitchell for
Noostel a.k.a. Warner William
K'ak' a.k.a. Charles Austin for
Knedeebas a.k.a. Sarah Layton
Gitdum Skanist a.k.a. Willie Simms