

**SCHEDULE 18
FIRST NATIONS**

FIRST NATIONS REQUIREMENTS	1
First Nations Requirements	1
Amendment of First Nations Requirements	2
Failure to Meet First Nations Requirements.....	2
Cooperation with Consultation and Litigation	2
First Nations Reporting.....	2
OTHER FIRST NATIONS MATTERS	3
Other Agreements with First Nations.....	3
Acknowledgement by the Province	3

Part 1

FIRST NATIONS REQUIREMENTS

Part 1.1 First Nations Requirements

The Primary Contractor shall at its expense comply with, observe, satisfy and perform all of the obligations and requirements set out in this Schedule (the “**First Nations Requirements**”), including the following:

- (a) The Primary Contractor shall, as a minimum, make available to Kwikwetlem First Nation, the Musqueam Indian Band and the Tsleil-Waututh Nation (the “**Identified First Nations**”) the equivalent of the following:
 - (i) an aggregate total of [REDACTED] hours of employment opportunities (less vacation and statutory holiday entitlement) during each calendar year (or pro-rated for a part of any calendar year) from the Effective Date to the Substantial Completion Date. These hours shall be allocated equally between the Musqueam Indian Band and the Tsleil-Waututh Nation; and
 - (ii) an aggregate total of [REDACTED] in contract opportunities during the period from the Effective Date to the Substantial Completion Date in relation to the Work (potential applicable contract opportunities that have been identified by the Identified First Nations include: the provision of construction services, Site security services, archaeological investigation and monitoring services, habitat planning, restoration and construction, environmental monitoring services). These contract opportunities shall be allocated as follows: [REDACTED] to the Kwikwetlem First Nation, [REDACTED] to the Musqueam Indian Band and [REDACTED] to the Tsleil-Waututh Nation.
- (b) The Primary Contractor shall have an initial meeting with each of the Identified First Nations within 20 Business Days of the Effective Date and shall meet with each of the Identified First Nations within 40 Business Days of the Effective Date to initiate the process for the determination of the employment and specific contract opportunities to be established with the respective Identified First Nations in relation to the Work to fulfil the requirements set out in Section 1.1(a) of this Schedule. The Primary Contractor shall also establish and submit to the Province’s Representative for review, acting reasonably, pursuant to the Review Procedure within 60 Business Days of the Effective Date a plan (the “**First Nations Plan**”) detailing, among other things, how the Primary Contractor intends to comply with its obligations under Sections 1.1(a) and (c) of this Schedule and work with the Identified First Nations to ensure that it does so comply (including describing appropriate procedural mechanisms for developing and maintaining the ongoing working relationship between the Primary Contractor and the respective Identified First Nations in relation to complying with such obligations). The First Nations Plan shall also include details of communications protocols (including information relating to frequency of meetings, identification of key contacts and reporting) which the Primary Contractor has agreed with the Identified First Nations at the meetings referred to in this Section 1.1(b) (or is in the process of agreeing).
- (c) The Primary Contractor shall work with the Identified First Nations to explore potential additional employment and contract opportunities that could be awarded by the Primary Contractor or its Subcontractors to the respective Identified First Nations in support of the Work. The Primary Contractor shall make commercially reasonable efforts to reach

mutual agreement with the respective Identified First Nations for the provision of any such additional contract opportunities in support of the Work, and details of all such efforts shall be included in each quarterly report submitted to the Province's Representative pursuant to Section 1.5(a) of this Schedule.

Part 1.2 Amendment of First Nations Requirements

The Primary Contractor may at any time submit to the Province's Representative, for acceptance, acting reasonably, in accordance with the Consent Procedure, any proposed revision to the First Nations Requirements (as the same may previously have been revised in accordance with this Section) or any part thereof. If any such proposed revision is accepted by the Province in accordance with the Consent Procedure, then the First Nations Requirements as so revised shall be the First Nations Requirements for the purposes of this Agreement, subject to any further revision accepted by the Province, acting reasonably, in accordance with the Consent Procedure. For greater certainty, no payment shall be made by the Province to the Primary Contractor as a consequence of implementation of a revision to the First Nations Requirements pursuant to this Section (including, for greater certainty, any revisions to the First Nations Requirements resulting from the implementation of any additional contract opportunities contemplated by Section 1.1(c) of this Schedule).

Part 1.3 Failure to Meet First Nations Requirements

In the event that the Primary Contractor fails to meet any of the First Nations Requirements, the Primary Contractor and the Province shall, without prejudice to any other right or remedy available to the Province and BCTFA, including the assignment of NCE Points and/or Default Points pursuant to Schedule 9 [Performance Mechanism], meet to determine an appropriate remedial strategy to address such failure. At the option of the Province, the Primary Contractor shall, along with the Province, meet with each Identified First Nation in order to seek the views of that Identified First Nation in relation to an appropriate remedial strategy.

Part 1.4 Cooperation with Consultation and Litigation

The Primary Contractor shall, at its own reasonable cost and expense (except to the extent expressly provided otherwise in this Agreement), having regard to and without detracting in any way from the First Nations Requirements and its other obligations contained in this Agreement, cooperate in any required consultations with or in any litigation brought by any first nation in relation to the Project.

Part 1.5 First Nations Reporting

The Primary Contractor shall submit to the Province's Representative, for review, acting reasonably, in accordance with the Review Procedure each of the following:

- (a) a report to the Province on a quarterly basis, and otherwise as may periodically be requested by the Province, on the status of the Primary Contractor's compliance with and performance of the First Nations Requirements and its achievement of objectives and matters described in the First Nations Plan (or an explanation of why it has not achieved the same and proposed mitigation measures) (such report to be in such form and with such content as acceptable to the Province's Representative, acting reasonably); and
- (b) such other documentation and information in respect of the First Nations Requirements as the Province's Representative may reasonably request.

Part 2

OTHER FIRST NATIONS MATTERS

Part 2.1 Other Agreements with First Nations

In addition to the First Nations Requirements, the Primary Contractor shall observe and cause all of its Subcontractors and any other person for whom the Primary Contractor is in law responsible to observe the terms and conditions of any agreement between the Province and any first nation with respect to the Project to the extent that such terms and conditions are disclosed from time to time by the Province to the Primary Contractor and the Province requires the Primary Contractor to observe such terms and conditions, and the Primary Contractor shall not in the course of exercising its rights or performing its obligations under this Agreement take or omit to take or permit to be taken or omitted any action that would breach any such terms and conditions. Any requirement to comply imposed by the Province pursuant to this Section shall constitute a Province Change.

Part 2.2 Acknowledgement by the Province

The Province acknowledges that it is responsible for responding to any court proceeding alleging infringement of aboriginal rights or alleging that the Province has failed to discharge legal obligations of consultation and accommodation.