

CHAPTER 11 WILDLIFE

11.1.0 GENERAL

- 11.1.1 Each Maa-nulth First Nation has the right to harvest Wildlife for Domestic Purposes in the Wildlife Harvest Area in accordance with this Agreement.
- 11.1.2 Each Maa-nulth First Nation Right to Harvest Wildlife is limited by measures necessary for conservation, public health or public safety.
- 11.1.3 A Maa-nulth First Nation may not Dispose of its Maa-nulth First Nation Right to Harvest Wildlife.
- 11.1.4 A Maa-nulth First Nation Right to Harvest Wildlife may be exercised by every Maa-nulth-aht of that Maa-nulth First Nation except as otherwise provided under a Maa-nulth First Nation Law of the applicable Maa-nulth First Nation Government.
- 11.1.5 British Columbia may authorize uses of or Dispose of provincial Crown land and any authorized use or Disposition may affect the methods, times and locations of harvesting Wildlife under this Agreement, provided that British Columbia ensures that those authorized uses or Dispositions do not deny a Maa-nulth First Nation the reasonable opportunity to harvest Wildlife under its Maa-nulth First Nation Right to Harvest Wildlife.
- 11.1.6 For the purposes of 11.1.5, British Columbia and that Maa-nulth First Nation will negotiate and attempt to reach agreement on a process to evaluate the impact of authorized uses or Dispositions of provincial Crown land on that Maa-nulth First Nation's reasonable opportunity to harvest Wildlife.
- 11.1.7 Each Maa-nulth First Nation will exercise its Maa-nulth First Nation Right to Harvest Wildlife in a manner that does not interfere with other authorized uses or Dispositions of provincial Crown land, existing on the Effective Date, or authorized in accordance with 11.1.5.
- 11.1.8 A Maa-nulth First Nation or a Maa-nulth-aht may enter into an agreement with a federal department or agency to authorize the harvest of Wildlife by that Maa-nulth First Nation or that Maa-nulth-aht on land owned by that federal department or agency in accordance with Federal Law or Provincial Law.
- 11.1.9 Each Maa-nulth First Nation may exercise its Maa-nulth First Nation Right to Harvest Wildlife on fee simple lands within the Wildlife Harvest Area, other than Maa-nulth First Nation Lands, but that harvesting is subject to Federal Law or Provincial Law in respect of access to fee simple lands.
- 11.1.10 Subject to 11.1.11 and 11.14.2, no Maa-nulth-aht is required to have any federal or provincial licence or pay any fee or royalty to Canada or British Columbia relating to the exercise of a Maa-nulth First Nation Right to Harvest Wildlife.
- 11.1.11 Nothing in this Agreement affects Canada's ability to require any Maa-nulth-aht to obtain licences for the use and possession of firearms under Federal Law on the same basis as other aboriginal people of Canada.

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- 11.1.12 Nothing in this Agreement precludes a Maa-nulth-aht from harvesting Wildlife throughout Canada in accordance with:
- a. Federal Law or Provincial Law;
 - b. any agreements that are in accordance with Federal Law or Provincial Law as between a Maa-nulth First Nation and other aboriginal people; or
 - c. any arrangements between other aboriginal people and Canada or British Columbia.
- 11.1.13 Nothing in this Agreement precludes a Maa-nulth First Nation from concluding agreements, that are in accordance with Federal Law or Provincial Law, with other aboriginal groups relating to harvesting of Wildlife.
- 11.1.14 A Maa-nulth First Nation may enter into an agreement with another First Nation to allow that other First Nation to exercise that Maa-nulth First Nation's Maa-nulth First Nation Right to Harvest Wildlife.
- 11.1.15 A Wildlife Sharing Agreement will provide that any Wildlife species harvested in accordance with the agreement:
- a. is for Domestic Purposes only; and
 - b. will be harvested in accordance with this Agreement and any applicable Wildlife Harvest Plan.
- 11.1.16 A Maa-nulth First Nation Right to Harvest Wildlife exercisable under a Wildlife Sharing Agreement may only be exercised by members of the First Nation party to the Wildlife Sharing Agreement who are aboriginal people of Canada resident in British Columbia.
- 11.1.17 Any individual who harvests Wildlife in accordance with a Wildlife Sharing Agreement will report the harvest to British Columbia.
- 11.1.18 A Maa-nulth First Nation will provide British Columbia with a copy of any Wildlife Sharing Agreement it enters into.
- 11.1.19 No fee or royalty will be paid to a Maa-nulth First Nation, Maa-nulth First Nation Government or any other person in connection with the exercise of a Maa-nulth First Nation Right to Harvest Wildlife in accordance with a Wildlife Sharing Agreement.
- 11.1.20 Harvest in accordance with a Wildlife Sharing Agreement is intended to be taken from the harvest that would otherwise be available for the Maa-nulth-aht of that Maa-nulth First Nation and is not intended to increase the overall harvest level.
- 11.1.21 For greater certainty, any individual harvesting Wildlife in accordance with a Wildlife Sharing Agreement is exercising a Maa-nulth First Nation Right to Harvest Wildlife of the applicable Maa-nulth First Nation and the harvest may only occur in accordance with this Agreement and the Wildlife Sharing Agreement.
- 11.1.22 Nothing in this Agreement alters Federal Law or Provincial Law in respect of property in Wildlife.
- 11.1.23 The Minister retains authority for Wildlife, their management, conservation and habitat.

11.2.0 DOCUMENTATION

- 11.2.1 Each Maa-nulth First Nation Government will issue documentation to harvest Wildlife under the Maa-nulth First Nation Right to Harvest Wildlife of the applicable Maa-nulth First Nation to:
- a. the Maa-nulth-aht of the applicable Maa-nulth First Nation; and
 - b. any individual authorized to harvest Wildlife in accordance with a Wildlife Sharing Agreement.
- 11.2.2 Any individual who harvests Wildlife under a Maa-nulth First Nation Right to Harvest Wildlife is required to carry documentation issued by the Maa-nulth First Nation Government of the applicable Maa-nulth First Nation and to produce that documentation on request by an authorized individual.
- 11.2.3 Documentation issued by a Maa-nulth First Nation Government in accordance with 11.2.1 will:
- a. be in the English language, which version is authoritative, and, at the discretion of that Maa-nulth First Nation Government, in the Nuu-chah-nulth language;
 - b. include the name and address of the individual harvester; and
 - c. meet any other requirements in the Wildlife Harvest Plan.

11.3.0 WILDLIFE HARVEST AREA

- 11.3.1 If after the Effective Date, Canada and British Columbia enter into a treaty within the meaning of section 35 of the *Constitution Act, 1982* with a Nuu-chah-nulth First Nation, other than a Maa-nulth First Nation, the Parties will review the boundaries of the Wildlife Harvest Area and consider amendments, if any, to this Agreement.

11.4.0 WILDLIFE COUNCIL

- 11.4.1 On or before the Effective Date the Maa-nulth First Nations will establish and maintain a Wildlife Council, comprised of no more than ten members. The Wildlife Council will, on behalf of the Maa-nulth First Nations:
- a. develop a plan to be proposed to the Minister as a Wildlife Harvest Plan in accordance with 11.9.2 and 11.9.3;
 - b. make recommendations to the Minister, in accordance with 11.5.2, as to whether a Wildlife species should be or continue to be a Designated Wildlife Species;
 - c. make recommendations to the Minister, in accordance with 11.6.2, regarding the establishment of a Total Allowable Wildlife Harvest;
 - d. negotiate and attempt to reach agreement with British Columbia, in accordance with 11.7.1, on the Maa-nulth Wildlife Allocation of a Designated Wildlife Species;

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- e. request that British Columbia vary a Maa-nulth Wildlife Allocation in accordance with 11.7.4 to 11.7.7;
 - f. propose a Wildlife Harvest Plan to the Minister in accordance with 11.9.4;
 - g. review with British Columbia a Wildlife Harvest Plan in accordance with 11.9.8; and
 - h. perform such other functions as British Columbia and the Maa-nulth First Nations may agree to in writing.
- 11.4.2 The Maa-nulth First Nations will provide notice to British Columbia of the names and addresses of the members on the Wildlife Council.
- 11.4.3 The Maa-nulth First Nations may, from time to time, change the members on the Wildlife Council and will provide notice to British Columbia of any such change.
- 11.4.4 Unless otherwise agreed by the Maa-nulth First Nations, each Maa-nulth First Nation who appoints a member to the Wildlife Council is responsible for the costs of the participation of such member on the Wildlife Council.
- 11.5.0 DESIGNATION OF A WILDLIFE SPECIES**
- 11.5.1 The Minister may establish a Designated Wildlife Species if the Minister determines that in order to address a conservation risk to that Wildlife species within the Wildlife Harvest Area there should be a Total Allowable Wildlife Harvest of that Wildlife species.
- 11.5.2 The Wildlife Council or British Columbia may recommend to the Minister whether a Wildlife species should be, or continue to be, a Designated Wildlife Species.
- 11.5.3 The Minister may determine that a Wildlife species is no longer a Designated Wildlife Species if the Minister determines that the conservation risk to the species within the Wildlife Harvest Area no longer exists.
- 11.6.0 TOTAL ALLOWABLE WILDLIFE HARVEST**
- 11.6.1 The Minister may establish a Total Allowable Wildlife Harvest for a Designated Wildlife Species.
- 11.6.2 The Minister will request and consider recommendations from the Wildlife Council before establishing the Total Allowable Wildlife Harvest for a Designated Wildlife Species.
- 11.6.3 In establishing the Total Allowable Wildlife Harvest for a Designated Wildlife Species, the Minister will, in accordance with proper Wildlife management, take into account:
- a. the population of the Wildlife species within the Wildlife Harvest Area; and
 - b. the population of the Wildlife species within its normal range or area of movement outside the Wildlife Harvest Area.

11.7.0 MAA-NULTH WILDLIFE ALLOCATIONS

- 11.7.1 If the Minister establishes a Designated Wildlife Species and establishes a Total Allowable Harvest for that species, British Columbia and the Wildlife Council will negotiate and attempt to reach agreement on the Maa-nulth Wildlife Allocation for that species.
- 11.7.2 If British Columbia and the Wildlife Council are unable to reach agreement on the Maa-nulth Wildlife Allocation in accordance with 11.7.1, the Maa-nulth Wildlife Allocation will be finally determined by arbitration in accordance with Chapter 25 Dispute Resolution without having to proceed through Stages One and Two.
- 11.7.3 A negotiation of a Maa-nulth Wildlife Allocation in accordance with 11.7.1, or a determination of a Maa-nulth Wildlife Allocation by an arbitrator in accordance with 11.7.2, will take into account all relevant information presented by British Columbia and the Wildlife Council and in particular information presented in respect of the Designated Wildlife Species including:
- a. its status;
 - b. conservation requirements;
 - c. current and past Maa-nulth First Nations harvest by Maa-nulth-aht for Domestic Purposes;
 - d. harvest under a Wildlife Sharing Agreement;
 - e. changes in Maa-nulth First Nations harvesting effort; and
 - f. harvest by non-Maa-nulth-aht.
- 11.7.4 British Columbia or the Wildlife Council may, at any time, request a review to vary a Maa-nulth Wildlife Allocation.
- 11.7.5 After receiving a request to review a Maa-nulth Wildlife Allocation in accordance with 11.7.4, British Columbia and the Wildlife Council will negotiate and attempt to reach agreement on a variation of that Maa-nulth Wildlife Allocation.
- 11.7.6 The person requesting a review of a Maa-nulth Wildlife Allocation has the onus of establishing that the Maa-nulth Wildlife Allocation should be varied. If British Columbia and the Wildlife Council are unable to reach agreement on a variation of a Maa-nulth Wildlife Allocation in accordance with 11.7.5, the variation of that Maa-nulth Wildlife Allocation will be finally determined by arbitration in accordance with Chapter 25 Dispute Resolution without having to proceed through Stages One and Two.
- 11.7.7 A negotiation to vary a Maa-nulth Wildlife Allocation in accordance with 11.7.5, or a determination by an arbitrator to vary a Maa-nulth Wildlife Allocation in accordance with 11.7.6, will take into account all relevant information presented by British Columbia and the Wildlife Council and in particular information in respect of the Designated Wildlife Species including:
- a. its Total Allowable Wildlife Harvest;
 - b. changes in its status;
 - c. changes in conservation requirements;

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- d. changes in Maa-nulth First Nations harvesting effort;
 - e. current and past Maa-nulth First Nations harvest by Maa-nulth-aht for Domestic Purposes;
 - f. harvest under a Wildlife Sharing Agreement; and
 - g. harvest by non-Maa-nulth-aht.
- 11.7.8 The harvest of a Designated Wildlife Species by hunters, other than hunters exercising the Maa-nulth First Nation Right to Harvest Wildlife, may be authorized by British Columbia to occur at any time in a given year, including before or concurrent with the harvest by the Maa-nulth First Nations of their Maa-nulth Wildlife Allocation.
- 11.7.9 In negotiating and attempting to reach agreement on the Maa-nulth Wildlife Allocation in accordance with 11.7.1, or a variation of the Maa-nulth Wildlife Allocation in accordance with 11.7.5, the Wildlife Council will attempt to reach an agreement with British Columbia and any overlapping First Nation, if applicable, on a determination of the harvest levels of the Wildlife species by all harvesters.
- 11.7.10 If the Wildlife Council develops a Wildlife Harvest Plan for the harvest of a Wildlife species in accordance with 11.9.2, the Wildlife Council will attempt to reach an agreement with British Columbia and any overlapping First Nations, if applicable, on a determination of the harvest levels of the Wildlife species by all harvesters.
- 11.7.11 As a general rule, any Maa-nulth Wildlife Allocation for a Wildlife species which may be established in accordance with 11.7.1 or 11.7.2 in any area free from overlap with other First Nations will be the same as the Maa-nulth Wildlife Allocation for Roosevelt elk established in accordance with paragraph 3 of Schedule 1, unless the information taken into account in accordance with 11.7.3 indicates that such an allocation is not appropriate.
- 11.7.12 If the Minister authorizes the harvest of Roosevelt elk in the Power Harvest Area, British Columbia and the Wildlife Council will negotiate and attempt to reach agreement on a variation of the Maa-nulth Wildlife Allocation in accordance with 11.7.5.
- 11.7.13 As a general rule, any Maa-nulth Wildlife Allocation for a Wildlife species which may be established in accordance with 11.7.12 will be the same as the Maa-nulth Wildlife Allocation for Roosevelt elk established in accordance with paragraph 3 of Schedule 1, unless the information taken into account in accordance with 11.7.7 indicates that such an allocation is not appropriate.
- 11.8.0 INITIAL DESIGNATED WILDLIFE SPECIES, ALLOCATION AND HARVEST PLAN**
- 11.8.1 On the Effective Date, the Minister will establish Roosevelt elk as a Designated Wildlife Species.
- 11.8.2 The Maa-nulth Wildlife Allocation for Roosevelt elk in the Wildlife Harvest Area is as described in Schedule 1.

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- 11.8.3 The Wildlife Council and British Columbia will develop the initial Wildlife Harvest Plan for Roosevelt elk before the Effective Date, to take effect on the Effective Date.
- 11.8.4 British Columbia and the Maa-nulth First Nations may consent to an amendment to the boundaries of the Artlish Harvest Area, the Nahmint Harvest Area, the Power Harvest Area or the Tahsish Harvest Area and upon receipt by British Columbia of such consent from each Maa-nulth First Nation and receipt by each Maa-nulth First Nation of such consent from British Columbia, Plan 1, 2, 3 or 4 of Appendix Q-3, as applicable, is deemed to be amended to reflect such amendment.
- 11.9.0 WILDLIFE HARVEST PLAN**
- 11.9.1 Each Maa-nulth First Nation Right to Harvest Wildlife will be exercised in accordance with the approved Wildlife Harvest Plan.
- 11.9.2 The Wildlife Council will develop a Wildlife Harvest Plan for the harvest of:
- a. Designated Wildlife Species;
 - b. Wildlife species proposed by the Wildlife Council or British Columbia in order to adequately manage and conserve that Wildlife species; and
 - c. any Wildlife species harvested in accordance with a Wildlife Sharing Agreement.
- 11.9.3 The Wildlife Harvest Plan will include provisions consistent with this Agreement in respect of the harvesting by any Maa-nulth-aht or individual harvesting in accordance with a Wildlife Sharing Agreement of Wildlife species contemplated by 11.9.2 regarding:
- a. documentation requirements for harvesters;
 - b. the Maa-nulth Wildlife Allocation;
 - c. the methods, timing and locations of the harvest;
 - d. as appropriate, the sex and age composition of the harvest;
 - e. monitoring and reporting of the harvest and data collection;
 - f. method of identifying harvested Wildlife or Wildlife parts;
 - g. the process for the approval of the in-season adjustment and amendment to the Wildlife Harvest Plan; and
 - h. other matters agreed to by British Columbia and the Wildlife Council.
- 11.9.4 The Wildlife Harvest Plan, or any proposed amendments to an approved Wildlife Harvest Plan, will be submitted by the Wildlife Council to the Minister for approval.
- 11.9.5 In considering a proposed Wildlife Harvest Plan or its proposed amendment, the Minister will take into account:
- a. conservation requirements and availability of the Wildlife species referred to in 11.9.2;
 - b. any Maa-nulth First Nations preferences in respect of harvest locations, methods, or times described in the proposed Wildlife Harvest Plan;
 - c. harvest under a Wildlife Sharing Agreement;
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- d. harvest of the Wildlife species referred to in 11.9.2 by non-Maa-nulth-aht;
 - e. requirements for the integration and efficient management of Wildlife;
 - f. public health and public safety;
 - g. accepted scientific procedures for Wildlife management; and
 - h. other relevant statutory considerations.
- 11.9.6 The Wildlife Harvest Plan will take into account management concerns identified by the Minister.
- 11.9.7 If a Wildlife Harvest Plan proposed in accordance with 11.9.4 or any proposed amendment to an approved Wildlife Harvest Plan is consistent with this Agreement, the Minister will, subject to the factors referred to in 11.9.5, approve, or vary and approve, that Wildlife Harvest Plan, or the proposed amendment, and the Minister will provide written reasons to the Wildlife Council for any significant changes between the proposed Wildlife Harvest Plan and the approved Wildlife Harvest Plan.
- 11.9.8 The Wildlife Harvest Plan will be reviewed by the Wildlife Council and British Columbia at such times as proposed by either the Wildlife Council or British Columbia.
- 11.9.9 The Minister may approve a method of harvesting Wildlife that differs from those permitted under Federal Law or Provincial Law if the Minister is satisfied that the method is consistent with conservation, public health and public safety.
- 11.9.10 An approved Wildlife Harvest Plan prevails to the extent of a Conflict with Provincial Law.
- 11.10.0 WILDLIFE ADVISORY MANAGEMENT PROCESSES**
- 11.10.1 The Maa-nulth First Nations have the right to participate in any public Wildlife advisory committee that may be established by British Columbia in respect of the Wildlife Harvest Area.
- 11.10.2 The Maa-nulth First Nations and British Columbia may agree to refer a proposed Wildlife Harvest Plan developed in accordance with 11.8.3 or 11.9.2 to any public Wildlife advisory committee that may be established by British Columbia in respect of the Wildlife Harvest Area before submitting it to the Minister for approval.
- 11.10.3 If there is a public Wildlife advisory committee established by British Columbia for an area that includes any portion of the Wildlife Harvest Area, the Minister may request recommendations from the public Wildlife advisory committee before determining:
- a. whether a Wildlife species will be or continue to be a Designated Wildlife Species; and
 - b. the Total Allowable Wildlife Harvest for any Designated Wildlife Species.

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- 11.10.4 At the request of British Columbia, the Wildlife Council will participate in any regional planning process initiated by British Columbia for the management and enhancement of Wildlife species if that process includes consideration of:
- a. habitat management measures; and
 - b. population enhancement measures, including the transplant of Wildlife species within the regional planning area.

11.11.0 LAW-MAKING

- 11.11.1 Each Maa-nulth First Nation Government may make laws, in respect of the applicable Maa-nulth First Nation Right to Harvest Wildlife and an approved Wildlife Harvest Plan for:
- a. the distribution of harvested Wildlife among the Maa-nulth-aht of the applicable Maa-nulth First Nation;
 - b. designating the Maa-nulth-aht of that Maa-nulth First Nation to harvest Wildlife;
 - c. documenting the Maa-nulth-aht of that Maa-nulth First Nation who have been designated or any individual harvesting in accordance with a Wildlife Sharing Agreement;
 - d. the methods, timing and location of the harvest of the Wildlife included in the Wildlife Harvest Plan by the Maa-nulth-aht of that Maa-nulth First Nation or any individual harvesting in accordance with a Wildlife Sharing Agreement; and
 - e. Trade and Barter of Wildlife harvested by the Maa-nulth-aht of that Maa-nulth First Nation.
- 11.11.2 Each Maa-nulth First Nation Government will make laws to require the Maa-nulth-aht of the applicable Maa-nulth First Nation and any individual harvesting in accordance with a Wildlife Sharing Agreement to comply with the Wildlife Harvest Plan.
- 11.11.3 Maa-nulth First Nation Law under 11.11.1a., 11.11.1b., 11.11.1d., or 11.11.1e. prevails to the extent of a Conflict with Federal Law or Provincial Law.
- 11.11.4 Federal Law or Provincial Law prevails to the extent of a Conflict with Maa-nulth First Nation Law under 11.11.1c.

11.12.0 TRADE AND BARTER AND SALE

- 11.12.1 Each Maa-nulth First Nation has the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, any Wildlife or Wildlife parts, including meat and furs, harvested under its Maa-nulth First Nation Right to Harvest Wildlife.
- 11.12.2 A Maa-nulth First Nation right to Trade and Barter described in 11.12.1 may be exercised by a Maa-nulth-aht of that Maa-nulth First Nation except as otherwise provided in a Maa-nulth First Nation Law of the applicable Maa-nulth First Nation Government made under 11.11.1e.

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- 11.12.3 A Maa-nulth First Nation may not Dispose of its right to Trade and Barter described in 11.12.1.
- 11.12.4 Each Maa-nulth First Nation and its Maa-nulth-aht may only sell Wildlife or Wildlife parts, including meat and furs, harvested under the Maa-nulth First Nation Right to Harvest Wildlife of that Maa-nulth First Nation if permitted by and in accordance with Federal Law or Provincial Law.
- 11.12.5 For greater certainty, a First Nation or any individual harvesting Wildlife in accordance with a Wildlife Sharing Agreement does not have the right to Trade and Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, any Wildlife or Wildlife parts, including meat and furs, harvested in accordance with the agreement.

11.13.0 TRANSPORT AND EXPORT

- 11.13.1 Any transport or export of Wildlife or Wildlife parts, including meat, harvested under a Maa-nulth First Nation Right to Harvest Wildlife will be in accordance with Federal Law or Provincial Law.

11.14.0 TRAINING

- 11.14.1 Each Maa-nulth First Nation may establish programs, consistent with provincial programs, to require training for its Maa-nulth-aht hunters in relation to:
- a. conservation and safety; and
 - b. methods of harvesting and handling of Wildlife.
- 11.14.2 In the absence of a Maa-nulth First Nation program established in accordance with 11.14.1, the provincial training system will apply to the Maa-nulth-aht of that Maa-nulth First Nation.
- 11.14.3 The provincial training system does not apply to any Maa-nulth-aht who is 19 years of age or older on the Effective Date.

11.15.0 ENFORCEMENT

- 11.15.1 The Parties may negotiate agreements concerning enforcement of Federal Law, Provincial Law or Maa-nulth First Nation Law in respect of Wildlife.
- 11.15.2 Maa-nulth First Nation Law under 11.11.0 may be enforced by individuals authorized to enforce Provincial Law or Maa-nulth First Nation Law in respect of Wildlife in British Columbia.

11.16.0 TRAPPING

- 11.16.1 Traplines wholly or partially on Maa-nulth First Nation Lands existing on the Effective Date are listed in Part 1 of Appendices E-11 to E-15, are retained by the persons who hold those traplines and may be transferred or renewed in accordance with Provincial Law.

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- 11.16.2 The applicable Maa-nulth First Nation will allow reasonable access on its Maa-nulth First Nation Public Lands to the registered holder of a trapline listed in Part 1 of the applicable Appendices E-11 to E-15, or any renewal or replacement thereof, for the purpose of carrying out trapping activities within the registered trapline area.
- 11.16.3 The applicable Maa-nulth First Nation will allow reasonable access on its Maa-nulth First Nation Public Lands to any person who has written permission from a registered trapline holder of a trapline listed in Part 1 of the applicable Appendices E-11 to E-15, or any renewal or replacement thereof, for the purpose of carrying out trapping activities within the registered trapline area.
- 11.16.4 If a trapline listed in Part 1 of Appendices E-11 to E-15 becomes vacant by reason of abandonment or operation of law, British Columbia will not register the portion of the trapline on Maa-nulth First Nation Lands without the consent of the applicable Maa-nulth First Nation.
- 11.16.5 If the registered holder of a trapline that is wholly or partially on Maa-nulth First Nation Lands agrees to transfer the trapline to the applicable Maa-nulth First Nation, British Columbia will consent to and register the transfer.
- 11.17.0 GUIDING**
- 11.17.1 Guide outfitter certificates existing on the Effective Date are listed in Part 2 of Appendices E-11 to E-15, are retained by the persons who hold those guide outfitter certificates, and may be transferred or renewed in accordance with Provincial Law.
- 11.17.2 The applicable Maa-nulth First Nation will allow reasonable access on its Maa-nulth First Nation Public Lands for the purpose of carrying out guiding activities to any person who:
- a. holds a guide outfitter certificate listed in Part 2 of Appendices E-11 to E-15, or any renewal or replacement thereof;
 - b. holds a guide outfitter licence or assistant guide licence and is carrying out guiding activities in relation to a guide outfitter certificate area listed in Part 2 of Appendices E-11 to E-15, or any renewal or replacement thereof;
 - c. holds an angling guide licence;
 - d. holds an assistant angling guide licence; or
 - e. is an employee, agent or other representative of any person listed in a to d.
- 11.17.3 If a guide outfitter certificate that applies to Maa-nulth First Nation Lands becomes vacant by reason of abandonment or operation of law, any new guide outfitter certificate issued by British Columbia will not include Maa-nulth First Nation Lands without the consent of the applicable Maa-nulth First Nation.
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SCHEDULE 1 – MAA-NULTH WILDLIFE ALLOCATION OF DESIGNATED SPECIES

General

1. If the calculation of a Maa-nulth Wildlife Allocation results in a fractional number, the Maa-nulth Wildlife Allocation will be:
 - a. the next higher whole number, if the number is 0.5 or greater; and
 - b. the next lower whole number, if the number is less than 0.5.
2. The Maa-nulth Wildlife Allocation for Roosevelt elk in the Wildlife Harvest Area is the total of the allocation of Roosevelt elk for the Artlish Harvest Area, the Nahmint Harvest Area, the Power Harvest Area and the Tahsish Harvest Area as described in paragraphs 3 to 6.
3. The Maa-nulth Wildlife Allocation of Roosevelt elk in the Artlish Harvest Area is:
 - a. if the Total Allowable Harvest of Roosevelt elk is 9 or fewer, 55% of the Total Allowable Harvest; and
 - b. if the Total Allowable Harvest of Roosevelt elk is ten or greater:
 - i. the number of Roosevelt elk determined in accordance with 3a.; plus
 - ii. 50% of the Total Allowable Harvest of Roosevelt elk greater than 9.
4. The Maa-nulth Wildlife Allocation of Roosevelt elk in the Nahmint Harvest Area is 25% of the Total Allowable Harvest.
5. The Maa-nulth Wildlife Allocation of Roosevelt elk in the Power Harvest Area is zero.
6. The Maa-nulth Wildlife Allocation of Roosevelt elk in the Tahsish Harvest Area is:
 - a. if the Total Allowable Harvest of Roosevelt elk is 9 or fewer, 55% of the Total Allowable Harvest; and
 - b. if the Total Allowable Harvest of Roosevelt elk is ten or greater:
 - i. the number of Roosevelt elk determined in accordance with 6a.; plus
 - ii. 50% of the Total Allowable Harvest of Roosevelt elk greater than 9.
7. Unless otherwise authorized in accordance with an agreement contemplated by paragraph 8, the Maa-nulth Wildlife Allocation of Roosevelt elk to be harvested in the Artlish Harvest Area and the Tahsish Harvest Area will be harvested by the Maa-nulth-aht of Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations.
8. Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations may enter into:
 - a. agreements with another Maa-nulth First Nation to authorize the Maa-nulth-aht of that Maa-nulth First Nation to harvest the Maa-nulth Wildlife Allocation of Roosevelt elk to be harvested in the Artlish Harvest Area and the Tahsish Harvest Area; and

