

# ACR Aboriginal Programs Project Program Template

<b>Program Area:</b>	4.0	Community Relations
<b>Sub Program:</b>	4.1	Developing Framework Agreements
<b>Template:</b>	4.1.1	Aboriginal Lands Partnering Agreement
<b>Sponsor(s):</b>	<i>Nabors Canada Ltd.</i>	

## 1. Objective

To develop and implement partnership agreements for capacity-building and revenue-sharing arrangements from drilling contracts on Aboriginal lands.

## 2. Description

The agreement enables Aboriginal people to gain qualifications and skills for entry-level service rig positions; raises the qualifications and skills of Aboriginal people so they can access job opportunities in Alberta's resource-based industries; provides Nabors Canada with a local trained workforce; and increases contracts for Nabors. The goal is for Nabors, the energy service provider, to become the preferred provider for all relevant work done on Aboriginal lands.

Preferred provider means that the Aboriginal community would promote Nabors' services to a production company that happened to be working on Aboriginal lands. Aboriginal communities typically have significant say in deciding which service providers are used. There is a strong business case to being identified as the provider of choice.

The program usually involves entering into a business agreement with the Aboriginal partner whereby Nabors becomes the contractor of choice to provide drilling and other related energy services on reserve and traditional lands. In return, Nabors provides training opportunities to, and revenue-sharing with the Aboriginal community.

## 3. Implementation

Some of the key elements for implementation and management of this program are:

- Nabors does not guarantee employment at the end of the training program. Trainees must meet the usual criteria for employment. However, the training received is marketable and will be transferable to other potential drilling contractors as opportunities arise.
- For Phase 1 of the training, students attend Nabors' training facility in Red Deer or the PITS training centre at Nisku. For Phase 2, the trainee becomes an extra hand, e.g., a leasehand, on an actual rig site.
- Nabors has employed a full-time Aboriginal affairs coordinator who does ongoing follow-up with new employees from the Aboriginal communities.

- A key factor in the program is the willingness of company employees to spend the extra time required with trainees to ensure success. Sufficient time should be spent to introduce the program to the energy service provider staff prior to bringing the trainees on board.
- Another key part of this initiative is understanding the community values and needs prior to jumping in with a formal agreement. Cross-cultural training is an important part of this, as well as developing a relationship with the key stakeholders.
- Develop and implement a company policy that ensures endorsement from senior management.
- Nabors is discussing reimbursing Aboriginal communities some of their investment in training if the community member stays in Nabors' employ for an agreed upon period, typically six months. This is a win/win opportunity in that it provides the community some incentive to stay involved and in contact with the employee and potentially provides Nabors with a long-term employee. Turnover typically occurs within the first six months, so anything that encourages the employee to make it through that initial period of employment adds value to all parties.

#### **4. Timeframe for Results**

The benefits of the partnering agreement are expected within months of implementation.

#### **5. Measurable Criteria**

These include:

- Number of trainees successfully completing the training program
- Turnover rate for trainees
- Ability of graduates to find employment after the training
- Additional contracts for the energy service provider, i.e., the additional business development opportunities that are gained by the energy service provider. This criterion may have a longer timeframe than other criteria such as developmental and employment opportunities.

#### **6. Budget**

The cost per trainee is approximately \$1,000 to completion of the program. The energy service provider also covers the costs (\$2,500 to \$3,000) for training the extra hand on the rig site. Human Resources Development Canada may cover accommodation, meals and transportation. As well, the drilling contractor pays the band a percentage of revenue from new contracts on reserve lands.

#### **7. Partners and Sponsors**

Nabors Canada and various First Nations such as West Moberly and Saulteau near Chetwynd, B.C. and Sturgeon Lake in Alberta.

## **8. Experience with the Program**

The first Aboriginal Lands Partnering Agreement was signed in November 2002. Four partnering agreements have been concluded to date. While it is relatively early to determine the long-term viability of the practice, Nabors is committed to continuing with the program and looking for additional opportunities. A major issue is the politics within some Aboriginal communities and the lack of stability from a business perspective.

## **9. General Applicability**

This program may be transferable to other companies and sectors that are interested in working on First Nations reserve and traditional lands and Métis Settlement lands, and are prepared to negotiate capacity-building and revenue-sharing arrangements.

## **10. Additional Information or Support**

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# ACR Aboriginal Programs Project Program Template

<b>Program Area:</b>	4.0	Community Relations
<b>Sub Program:</b>	4.1	Developing Framework Agreements
<b>Template:</b>	4.1.2	Agreement in Principle with First Nations
<b>Sponsor(s):</b>	<i>Graymont Western Canada Inc. /Ts'kw'aylaxw First Nation</i>	

## 1. Objective

To develop a framework document that identifies opportunities and a process for achieving a sustainable long-term relationship between the Ts'kw'aylaxw First Nation (TFN) and Graymont.

## 2. Description

The agreement's main objective is to identify a range of measures that the parties intend to take together to improve communications between them, and to facilitate the cultural and economic well-being of the TFN community.

TFN has Aboriginal rights and title within a traditional territory located in the Upper Lillooet area of the British Columbia Plateau. TFN has reserve land within its traditional territory. TFN has approved a land code under the First Nations Land Management Act and thereby assumed management of its reserve lands under this act. Graymont is a mining company that produces quicklime and other limestone products at limestone plants in Canada and at plants in the United States through related companies.

Graymont has been operating on TFN reserve land for the past 30 years and has been and continues to be the single largest employer on the TFN reserves. Before TFN adopted management of their own lands, Graymont operated under leases with the Department of Indian Affairs. This arrangement, over the years, proved to be a hindrance to the development and maintenance of good relations between the parties, relegating TFN to observer status on all matters pertaining to the leases.

Although Graymont has always been a significant economic contributor to the TFN community, the company recognized that there were other ways for it to participate with TFN. When Graymont began negotiations on new leases in 2004, the company and TFN recognized the negotiations would provide the opportunity to build a new relationship for the future. During negotiations they agreed that, in addition to the formal lease documents, they needed to record their commitment to this new relationship in an Agreement in Principle, which they signed in April 2005.

The Agreement in Principle lays out the foundations for a collaborative approach between the parties and establishes the framework for carrying this out. It recognizes the cultural and socio-economic factors necessary for the development of the relationship between the parties.

General objectives of the agreement are:

- To develop a process for exchanging information
- To identify economic, employment and investment opportunities for TFN and its members relating to the processing plant
- To identify appropriate opportunities for Graymont to participate in the TFN community

### **3. Implementation**

Some of the key elements for implementation and management of this program are:

- Business information of a general nature will be made available to the TFN community on product markets, volumes, capital expenditures and reclamation plans updates. Health and safety and accident information will also be made available. This information should improve communications with the band and its members because it will keep them apprised of current and future developments. Nothing is more frustrating for a community than to see industrial activity that is being carried out in their backyard operating behind a curtain of silence. With the sharing of this type of information, the band will know what to expect and any misunderstandings that may arise from a particular project or event and its intended objective are cleared up.
- The company's hiring practices and other employment and training matters will be made known along with information about subcontracting and requirements for the supply of goods and services at the Lime Plant. It is hoped that this will not only assist TFN to understand employment opportunities that may be available at the plant site but also enhance further training and education which would benefit the community and its leadership as a whole.
- Opportunities are identified for the parties to consult on new business activities and ventures in the TFN community that may give rise to economic opportunities of mutual interest. Also, TFN will communicate major events in the community, treaty developments, and changes in TFN council or administrative staff to the company. It is hoped that this will further the understanding between the parties and solidify the relationship between them.

### **4. Timeframe for Results**

This Agreement in Principle provides for the parties to meet at least annually and to review the status of the relationship.

### **5. Measurable Criteria**

The agreement sets out a number of commitments and best efforts for both parties, mainly:

- To provide annual information on certain business and community activities (listed above) for the previous, current and coming years
- To provide educational bursaries for TFN members and to provide funding to assist suitable TFN members to attend management training courses
- To cooperate in the development of successful and self-sustaining TFN businesses

capable of supplying goods and services by making Graymont's business expertise, time and contacts available to TFN for this purpose

- To consult in advance with respect to any proposed community bylaw, administrative, policy or other governmental matter that could potentially affect the relationship between the parties
- To hold annual meetings of the parties to discuss areas of mutual interest

## **6. Budget**

Graymont budgets a significant amount of the revenue derived from its operations on TFN land to communication and capacity building with TFN. However, Graymont believes that it takes more than a budget to build a successful relationship. It takes helping out when a brush fire gets out of control. It takes honouring commitments so people know that they can depend on you. It takes recognizing the differences in culture and appreciating the value of those differences. It takes time and energy to continue to build your relationship. Those things may not fit nicely into budget line items, but they are essential for a sustainable relationship.

## **7. Partners and Sponsors**

The parties involved in this agreement are TFN and Graymont. The British Columbia Ministry of Mines provided support and cooperation to TFN and Graymont during the course of negotiations.

## **8. Experience with the Program**

Within the first six months after the new agreements became effective, the parties acknowledged a significant improvement in communications and community relations.

TFN has responded promptly and effectively to permit applications and requests for regulatory approvals.

Graymont has implemented some new measures that will facilitate employment of TFN members together with non-TFN members in its operations. These include establishing a spare board, increasing the number of summer students, and working with the local school board on the student apprenticeship program.

## **9. General Applicability**

This agreement is part of our community relations policy in Canada and the USA. Graymont believes it needs to be a good neighbour in every community in which it operates.

## **10. Additional Information or Support**

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# ACR Aboriginal Programs Project Program Template

<b>Program Area:</b>	4.0	Community Relations
<b>Sub Program:</b>	4.1	Developing Framework Agreements
<b>Template:</b>	4.1.3	Athabasca Tribal Council (ATC)/ All Parties Core Agreement
<b>Sponsor(s):</b>	<i>Athabasca Tribal Council/Industry</i>	

## 1. Objective

To establish a process for First Nations communities and industry to work together to achieve orderly industrial development, mitigate impacts and ensure that Aboriginal communities share in the benefits of industrial development.

## 2. Description

The Athabasca Tribal Council (ATC) and the Athabasca Regional Developers (ARD) signed the Capacity Building Agreement in 1999 in response to the substantial level of resource development activity in northeastern Alberta in the late 1990s. It identified the means by which the parties work together to ensure responsible development of the oil sands in the Athabasca region. This was succeeded by the ATC-All Parties Agreement in 2003, which decentralized how the agreement is managed so resources are reached at the community level.

The intent of these agreements is to:

- **Develop community capacity.** Work with the ATC and member First Nations to develop community capacity so that ATC can achieve its mission statement.
- **Identify and resolve issues.** Identify community and regional issues and opportunities and resolve those issues that pertain to industrial development and opportunities.
- **Develop strategies for outstanding issues.** Work with the ATC on the development of strategies to obtain support for addressing outstanding First Nations issues.

The areas covered include, but are not limited to: environmental issues, employment and training, human infrastructure (health and social needs), physical infrastructure, business development, culture retention, trappers' compensation, and long-term development.

All parties commit to participating in the process of issue identification and assessment. They will define their own roles in the advocacy strategies and resolution strategies. The parties will work together to develop effective strategies to: a) resolve the identified issues related to regional industrial development that impact First Nations communities of the ATC; b) implement and monitor these strategies within the agreement; c) enhance the capacity of all parties involved; d) advocate for the resolution of the issues that are barriers; and e) operate effectively by ensuring that the partners are aware of, understand and adhere to the agreement.

### **3. Implementation**

The parties will maintain a management structure that reflects the work required to achieve the desired results. Changes to the structure will be at the direction of the executive group. The management structure is as follows:

#### *Executive Group*

- The executive group includes the five First Nations chiefs, five senior representatives from industry and one representative each from the three levels of government.
- The executive group will meet quarterly to ensure the overall success of the core agreement.
- This group will approve business plans.

#### *Management Committee*

- The management committee comprises the industry relations directors; ATC CEO and the two regional coordinators; and representatives from industry and the three levels of government.
- The management committee will manage the operations of the core agreement by developing the required business plans, ensuring the effective implementation of the issues management process and the business plans.
- The management committee is responsible for establishing the standards of financial reporting for the industry relations corporations (IRCs) and for providing an annual report, evaluation and audited financial statement for the executive group.

#### *Industry Relations Corporations (IRCs)*

- Each First Nation community will establish an IRC. The core agreement will provide a base capacity for each community to deal with industry and the impacts of industrial development. Additional capacity will be negotiated based on the standards of consultation.

#### *IRC Directors Group (IDG)*

- The IRC directors group will provide collective advice to the management committee regarding regional issues that affect their First Nations communities. The IDG will ensure that the advocacy and resolution strategies respond to the needs of their communities.

#### *Ad Hoc Committees and Special Project Teams*

- Ad hoc committees and project teams will implement the approved business plans.
- Membership will be determined by the management committee and will be based on the work requirements of the business plans.
- All signatories are expected to provide capable representatives to undertake work on these committees as required.

#### *Core Administration Functions*

- Coordination of the organizational requirements, including meeting logistics, agendas and minutes

- Reporting and financial management of the core agreement
- Coordination of the reporting requirements for the core agreement and all associated bilateral agreements
- Coordination of communications between the parties and with external stakeholders

#### **4. Timeframe for Results**

The first ATC/ARD Agreement was signed in 1999 and expired in 2002. The new agreement was signed in 2003 and the budget has been defined and agreed upon for three years. The results are reviewed annually by the executive group.

#### **5. Measurable Criteria**

The results are measured by:

- Increase in the number of agreements negotiated between First Nations communities and industrial proponents
- Increase in First Nations access to industrial development opportunities including training, education, employment and contracting
- Increase in capacity to consult and build understanding between Industry and First Nations communities

Annually the executive group will:

- Establish meaningful criteria so that each sector can measure the results of the agreement on a consistent and comparable basis
- Establish criteria to measure their own performance within the agreement
- Review and approve the criteria established by the management committee to measure its performance
- Conduct a review of its performance in keeping with the established criteria

Annually, the management committee will:

- Establish meaningful criteria to measure, on a consistent and comparable basis, the results of the issues management process, including business plans, ad hoc committees, and special projects
- Establish criteria to measure the results of its own performance for review and approval by the executive group
- Conduct a review of its performance in keeping with the established criteria

#### **6. Budget**

\$2.3 million annually for three years has been committed. Each sector (First Nations, industry and government) contributes to this defined level of funding. Recipients of funds must ensure that monies are used only for the stated purposes and that all financial reporting is accurate and timely. The executive group will approve funding commitments for the approved business plans. The management committee will approve the implementation of budgets for the ad hoc committees and special projects, based on the funding commitments for the approved business plans.

## 7. Partners and Sponsors

The parties to the agreement are:

- The five ATC member First Nations (Fort McKay First Nation, Chipewyan Prairie First Nation, Mikisew Cree First Nation, Athabasca Chipewyan First Nation and Fort McMurray #468 First Nation)
- Industry (Encana Corporation, Syncrude Canada Ltd., Suncor Energy Inc., Albion Sands Energy Inc., Petro-Canada Ltd., Nexen Petroleum Canada, OPTI Canada Inc., Japan Canada Oil Sands Limited, ExxonMobil Canada Ltd., Enbridge Inc., Deer Creek Energy Ltd., ConocoPhillips Canada, Canadian Natural Resources Limited, Alberta-Pacific Forest Industries Inc., ATCO Group of Companies, Devon Canada Corporation, Kinder Morgan Canada Inc.)
- The three levels of government (federal, provincial and municipal)

## 8. Experience with the Program

The Agreement initially served as a unique approach to the potential benefits and drawbacks produced when a collection of major industrial projects are introduced into a region with a number of Aboriginal communities. It represented a starting point whereby Aboriginal communities and industry have agreed to partner with the cooperation of the various levels of government. The parties have committed to improving communications and increasing opportunities for the First Nations communities to participate in regional industrial development, while mitigating the impacts of this development. The benefits for industry include timely reviews of proposed projects, and cooperative and collective resolution of regional issues.

Comments from developers and ATC representatives reflect a general feeling that the first three years of the agreement have produced a number of successes, particularly in the areas of environment, employment, education and training. The main accomplishment has been to create a foundation for future activities based on the positive relationships that have developed among the agreement signatories. Relationships work in two directions. Athabasca area companies are now thinking about Aboriginal people before they take action and vice-versa.

## 9. General Applicability

This agreement may be used as a process model in other jurisdictions where resource development requires First Nations communities and industry to work together to mitigate impacts and ensure that Aboriginal people share in the benefits.

## 10. Additional Information or Support

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# ACR Aboriginal Programs Project Program Template

<b>Program Area:</b>	4.0	Community Relations
<b>Sub Program:</b>	4.1	Developing Framework Agreements
<b>Template:</b>	4.1.4	Athabasca Working Group
<b>Sponsor(s):</b>	<i>COGEMA Resources Inc., Cameco Corporation, and the Athabaskan communities in Saskatchewan</i>	

## 1. Objective

To establish a process for managing the concerns identified by Aboriginal and other northern communities and sharing in the benefits resulting from development of the mining industry in the region.

## 2. Description

The Athabasca Working Group (AWG) is comprised of representatives of Saskatchewan's uranium mining companies (COGEMA Resources Inc. and Cameco Corporation) and the seven Athabasca communities. This group created the Impact Management Agreement signed in 1999 that covers such issues as employment, training and business development, environmental protection, and benefits to the communities. The AWG also provides a forum for communicating and discussing issues and for building long-term trust. The program relates specifically to the McClean Lake, Cigar Lake and Rabbit Lake mines. Funding is provided by the mining project partners, primarily Cameco and COGEMA.

## 3. Implementation

Some of the key elements for implementation and management of this program are:

- **Environmental protection and monitoring:** The companies commit to taking all reasonable measures required to prevent emissions and agree to compensate residents who suffer losses as a result of any emissions.
- **Employment:** The companies commit, for example, to filling all job vacancies with residents as long as suitable candidates are available; to ensuring that the education, qualification and/or experience requirements for job vacancies are set to reasonable standards so as to maximize the potential for local hiring; and to providing a summary of project recruitment activities and those of permanent contractors to the AWG on a quarterly basis. The communities commit, among other things, to ensuring access to a full high school program for residents; to cooperating in establishing career counselling services in the region; and to implementing stay-in-school programs. The parties agree to cooperate in development of programs to assist employees in job retention. The companies shall sponsor an employee relations counsellor to act as a liaison between the

communities and the companies and to be responsible for providing support to employees and their families.

- **Training:** The parties agree to cooperate in identifying future training needs in the region and ensuring that pre-employment training for residents is timely and effective. The companies commit to providing qualified residents priority access to all trade apprenticeships and to providing on-the-job training opportunities to facilitate advancement of those residents seeking job promotions.
- **Business development:** The parties commit to cooperating in and cost-sharing a study of business opportunities in the region, with an emphasis on potential businesses that can provide support to the mining industry. The companies commit to giving special consideration to existing contractors located within the region, and will work with potential new contractors to assist them to develop viable businesses that can provide services to the companies. The companies will also consider legitimate and viable contract opportunities for residents that may be available through fragmentation of their current and future in-house operations and, where possible and reasonable, will support the development of a regional business infrastructure.
- **Benefit-sharing:** These initiatives are intended to enhance the educational, training, health, cultural, recreational and economic development of the region. There are a number of specific commitments made on:
  - Education: summer employment, scholarships, education awards to recognize achievement, cultural camps (to support cultural retention by school-age children)
  - Skills training: training using the operating site facilities, work placements, special apprenticeships, supervisory development
  - Health: sponsoring initiatives to support community and family wellness, donations and fundraising for the new Stony Rapids health care facility
  - Culture: support for cultural events, language retention, elder counsellors, and the Pine Channel Retreat on Lake Athabasca
  - Recreation: support for recreation facility development, sponsorship of recreation and sport development and events
  - Economic development: agreement by the companies to underwrite the costs of conducting a business study (Athabasca Regional Business Study) that will focus on opportunities that provide direct support to the companies' operations and areas of business that could be made viable in the region through the creative intervention of the companies.

#### **4. Timeframe for Results**

The AWG was established in 1993 and the Impact Management Agreement was signed in 1999. The AWG produces an annual report on its activities and results achieved from implementation of the Impact Management Agreement.

#### **5. Measurable Criteria**

The Impact Management Agreement sets out a number of commitments and best effort undertakings that are reported on a quarterly or annual basis. These include:

- Company and contractor employment
- Multi-party training plan participants
- Apprentices, summer student employment, post-secondary scholarships
- Student awards, donations and sponsorships

## 6. Budget

All costs for the AWG are sponsored by the companies including an employee relations counsellor, environmental studies, community representative expenses, training and other expenses associated with developing and implementing the Impact Management Agreement.

## 7. Partners and Sponsors

COGEMA Resources, Cameco Corporation, Black Lake Denesuline First Nation, Northern Settlement of Camsell Portage, Fond du Lac Denesuline First Nation, Hatchet Lake Denesuline First Nation, Northern Hamlet of Stony Rapids, Northern Settlement of Wollaston Lake and Northern Settlement of Uranium City.

## 8. Experience with the Program

The parties generally see the program as building effective consultation and positive relationships between the mining industry and communities in the region. The industry reports significant results in employing locally and developing local business. Cameco, for example, reports that over 40 per cent of its mine site workforce in 2002 was of Aboriginal ancestry. Cameco has a “buy northern Saskatchewan” policy that resulted in the company spending \$50 million in northern Saskatchewan goods and services in 2002 including almost 60 per cent of all service contracts. COGEMA reports that 39 per cent of its mine site workforce in 2002 was of Aboriginal ancestry and \$17 million in expenditures for goods and services went to northern Saskatchewan-based businesses under its northern tendering policy.

## 9. General Applicability

This program is generally applicable to resource industries with a relatively stable “footprint” and provides a framework within which to negotiate industrial benefits and impact mitigation on a regional basis. As well, the specific program elements may be of interest to companies wanting to develop less comprehensive agreements.

## 10. Additional Information or Support

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# ACR Aboriginal Programs Project Program Template

<b>Program Area:</b>	4.0	Community Relations
<b>Sub Program:</b>	4.1	Developing Framework Agreements
<b>Template:</b>	4.1.5	Collaborative Partnership with First Nations
<b>Sponsor(s):</b>	<i>Millar Western Forest Products Ltd.</i>	

## 1. Objective

To support the developing capacity of the Alexis First Nation to participate in the forestry industry and improve the economic and educational prospects of their community.

## 2. Description

Millar Western has signed a broad agreement with the Alexis First Nation to cover a range of economic development, education and capacity building activities on the reserve. This Collaborative Partnership Agreement arises from a 10-year relationship between Millar Western and the Alexis First Nation Band, which has a reserve embedded in Millar Western's Forest Management Agreement (FMA) area; in addition, a number of Alexis Band members work off reserve at the Millar Western plants.

The company managed its Aboriginal relations on an ad hoc basis for many years. Recently, the company has endeavored to establish a long-term approach to working with the First Nations communities in its FMA, an approach that is strategic and is constantly raising the bar in terms of expectations and commitments.

As an initial step the company funded a traditional land use project. A member of the Alexis Band undertook the research, collecting information on the traditional land use practices and sites within its area. This information was intended for use in the management process for the FMA; however, the project ran into problems and was not completed.

To further develop the relationship, the company hired the Canadian Circumpolar Institute to look at communication between the parties. The institute tracked negotiations between the two parties, conducted interviews with both the company and the First Nation and pointed out areas where parties had arrived at different conclusions and different understandings of commitments, based on the same meetings. The institute worked with the parties to bridge those communications difficulties.

The Alexis Band and Millar Western are now in the process of implementing the collaborative partnership agreement. This document will act as an umbrella over a number of economic development and capacity building activities. The importance of signing and formalizing this agreement is that it will signal to all members of both sides the commitment of the chief and band council of the Alexis reserve, as well as the senior management of Millar Western, to enter into and maintain a cooperative relationship based on the understanding of each signatory's needs and rights. The agreement acts to position and entrench the capacity-building process

within Alexis while at the same time educating Millar Western employees in regards to the Alexis culture and obstacles to Alexis economic development. A goal of the agreement is to build a core of people on the reserve who have the business and technical skills to successfully participate in the employment and business opportunities in the forest industry.

Activities under the agreement include:

- Capacity-building activities to support Alexis Band members in improving employment and business skills, including wood harvesting and silviculture activities
- Cross-cultural education for both non-Aboriginal and Aboriginal people, including cultural visits by company representatives to the Alexis reserve
- Educational commitments, including scholarships and hiring summer students
- Development and implementation of an environmental co-stewardship committee to oversee and review all forest activities of both parties

### **3. Implementation**

Some of the key elements for implementation and management of this program are:

- A key issue in developing this relationship over time has been the commitment on both sides. At times a few company employees have not been active in supporting the process, and at times some First Nations members were not interested or able to live up to the band's commitments. The importance of formalizing the process through a signed agreement is to ensure there is a commitment on both sides from the senior levels of each signatory.
- Communications between parties remains a key issue. There are sometimes misunderstandings of commitments and expectations by both parties. Bridging the significant cultural differences is very difficult. Building an understanding among First Nations of the non-Aboriginal business environment and work ethic, and an understanding and respect for First Nations values and culture by non-Aboriginals, are ongoing challenges.
- Capacity-building is perceived as the key to progress, in particular to assisting First Nations workers to move from seasonal unskilled labour to more permanent, skilled jobs. Various approaches have been employed, for example, having First Nations workers work side-by-side with non-Aboriginal workers, or having First Nations workers as junior operators to gain experience. As part of this strategy, the agreement will try to ensure that true capacity building takes place on the reserve. The agreement tries to put in criteria and build in mechanisms to raise the bar, to increase the performance and results over time.
- In negotiating the agreement, having a third party as part of the process was seen as valuable, in particular to confirm the commitments made by the parties. The Circumpolar Institute played this role during the initial discussions.

### **4. Timeframe for Results**

The development of the Collaborative Partnership Agreement started in 1998, and the parties signed the agreement in June 2004. The agreement includes targets and a timeframe for results. However, it is recognized by the company that significant changes in both communities' cultures may take 20 years or several generations to produce acceptable results.

























































































