

Nuu-chah-nulth Framework Agreement

This Framework Agreement has been initialled by the Co-Chief Negotiators for the Nuu-chah-nulth, the Chief Negotiator for Canada, and the Treaty Negotiator for British Columbia, signifying their intention to recommend this Framework Agreement for approval in accordance with section 10.

Dated February 21, 1996 in Tofino in the Province of British Columbia.

Lillian Howard
Co-Chief Negotiator
Nuu-chah-nulth

Nelson Keitlah
Co-Chief Negotiator
Nuu-chah-nulth

Richard Watts
Co-Chief Negotiator
Nuu-chah-nulth

Wendy Porteous
Chief Federal Negotiator
Canada

T. Murray Rankin
Treaty Negotiator
British Columbia

This Framework Agreement, dated the _____ day of _____ 1996.

BETWEEN:

THE HA'WIIH ON BEHALF OF THE

AHOUSAHT FIRST NATION
EHATTESAHT FIRST NATION
HESQUIAHT FIRST NATION
HUU-AY-AHT FIRST NATION
KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST NATION
MOWACHAHT/MUCHALAHT FIRST NATION
NUCHATLAHT FIRST NATION
OPETCHESAHT FIRST NATION
TLA-O-QUI-AHT FIRST NATIONS
TOQUAHT FIRST NATION
TSESHAHT FIRST NATION
UCHUCKLESAHT FIRST NATION, and
UCLUELET FIRST NATION,

as represented by the Nuu-chah-nulth Tribal Council
("NUU-CHAH-NULTH")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by
the Minister of Indian Affairs and Northern Development
("CANADA")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA as
represented by the Minister of Aboriginal Affairs
("BRITISH COLUMBIA")

(collectively the "Parties")

WHEREAS:

- A. The Constitution Act, 1982 recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada.
- B. The Parties are committed to negotiating a treaty pursuant to the British Columbia Treaty Commission Process.
- C. The Nuu-chah-nulth, as the original peoples within their Territory, Canada and British Columbia enter into these treaty negotiations for the purpose of providing clarity and certainty regarding aboriginal rights and title, exercise of ownership, jurisdiction and the inherent right to self-government.
- D. The Nuu-chah-nulth have never signed a treaty or land claim agreement with the British Crown, Canada or British Columbia.
- E. The Parties are committed to negotiating a treaty that will begin a new relationship based on mutual respect, understanding and trust, and will provide certainty for all Parties.
- F. The Parties acknowledge the importance of providing public access to the treaty process, while recognizing the need to conduct effective negotiations. Consequently, the Parties have entered into an Openness Protocol.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 "Agreement-in-Principle" means the Agreement between the Parties which is composed of a package of Chapters concluded by the Parties on each substantive issue of negotiation.

1.2 "BCTC Process" means the six stage negotiation process described in The Report of the British Columbia Claims Task Force dated June 28, 1991 and administered by the British Columbia Treaty Commission (BCTC).

1.3 "Chapter(s)" means a part or parts of an Agreement-in-Principle or Final Agreement detailing the agreement on one or more of the substantive issues negotiated.

1.4 "Chief Negotiator(s)" means the negotiator(s) appointed by each of the Parties for the treaty negotiations contemplated by the BCTC Process.

1.5 "Final Agreement" means the Agreement formally ratified and signed by the Parties at the end of Stage 5 of the BCTC Process.

1.6 "Ha'wiih" means the hereditary chiefs of the following First Nations:

- Ahousaht First Nation
- Ehattesaht First Nation
- Hesquiaht First Nation
- Huu-ay-aht First Nation
- Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nation
- Mowachaht/Muchalaht First Nation
- Nuchatlaht First Nation
- Opetchesaht First Nation
- Tla-o-qui-aht First Nations
- Toquaht First Nation
- Tseshah First Nation
- Uchucklesaht First Nation, and
- Ucluelet First Nation.

1.7 "Overlap" means a claim to the geographic area within the territory by a First Nation, as defined by the BCTC, other than by the Nuu-chah-nulth.

1.8 "Territory" means that geographic area identified by the Nuu-chah-nulth as their territory on the map attached to the Nuu-chah-nulth Statement of Intent filed with the

BCTC.

1.9 "Treaty" means that part of the Final Agreement that will receive constitutional protection.

2. PURPOSE OF THE FRAMEWORK AGREEMENT

2.1 The purpose of this Framework Agreement is to promote efficient, effective, and orderly negotiations leading to completion of the Agreement-in-Principle stage of the BCTC process. The Framework Agreement sets out an approach to and process for negotiations; identifies the scope of negotiations; and, establishes an agenda and a timetable for the negotiations.

3. PARTIES

3.1 The only Parties to the negotiations and resulting agreements will be the Nuu-chah-nulth, Canada and British Columbia.

4. SCHEDULING AND TIMING

4.1 The Parties will negotiate with the intention of concluding an Agreement-in-Principle within 2 years from the date of signing of this Framework Agreement.

5. SUBSTANTIVE ISSUES FOR NEGOTIATION

5.1 The following is a list of the broad substantive issues that the Parties intend to address during Agreement-in-Principle negotiations. For the Nuu-chah-nulth, these issues find their origin in the Ha-hoolthe of the Nuu-chah-nulth Ha'wiih. The list is not intended to be exhaustive and issues may be added or amended by agreement in writing of the Chief Negotiators:

5.1.1 Lands and Water

5.1.2 Natural Resources

5.1.3 Revenue/Fiscal Matters

5.1.4 Jurisdiction and Governance

5.1.5 Offshore Areas and Ocean Management

5.1.6 Fish and Fisheries

5.1.7 Culture and Heritage

5.1.8 Implementation

5.1.9 General Provisions:

- Amendment Procedures
- Certainty
- Constitutional Issues
- Dispute Resolution
- Eligibility and Enrolment
- Ratification

5.1.10 Environmental Protection, Assessment and Pollution Prevention with respect to Lands, Water and Air

5.1.11 Air Space

5.1.12 Consistent with Section 5.1.4, Jurisdiction and Authority in the Area of Social Programs, Services and Healing Processes including those having to do with Social Issues arising from the Legacy of the Indian Residential Schools.

5.2 The identification by the Parties of these broad substantive issues will not be used by any Party during Agreement-in-Principle negotiations so as to limit the scope of discussions under each issue.

5.3 The inclusion of a substantive issue in this section does not commit any of the Parties to conclude an agreement on it.

5.4 Substantive issues that require regional negotiations and/or province-wide negotiations must be agreed to in writing by all Chief Negotiators.

5.5 Issues for constitutional protection, including their application to Nuu-chah-nulth governance, will be identified and addressed prior to concluding an Agreement-in-Principle.

6. NEGOTIATING PROCEDURES

6.1 The Parties will develop a workplan for the negotiation of the Agreement-in-Principle. This workplan will include the particulars of substantive issues each Party wishes to discuss in section 5.1 and the time frames.

6.2 Negotiations will be conducted at a main table to which each Party will send a Chief Negotiator(s). The Chief Negotiators will be responsible for the conduct and coordination of all negotiations.

6.3 The Chief Negotiators may, by agreement, establish side tables, directed to explore options for consideration by the main table or to negotiate and make recommendations for consideration by the main table on matters delegated by the Chief Negotiators.

6.4 The Chief Negotiators may, by agreement, establish technical working groups to conduct joint research and analysis on matters arising at the main table.

6.5 The results of each negotiation of a substantive issue will be recorded in a Chapter of the Agreement-in-Principle. The Chief Negotiators will signify their agreement on a substantive issue by initialling the Chapter.

6.6 Any initialled Agreement-in-Principle or Chapter may be reconsidered or amended by the Main Table when asked to do so by a Chief Negotiator.

6.7 Once all Chapters of the Agreement-in-Principle have been initialled, the Chief Negotiators will take the necessary steps to complete a draft Agreement-in-Principle by consolidating all Chapters and such other provisions as may be required.

6.8 The Co-Chief Negotiators of Nuuchah-nulth and the Chief Negotiators of Canada and British Columbia will signify their agreement on the Agreement-in-Principle by initialling it, and they will recommend this Agreement-in-Principle to their respective Party for approval.

6.9 The Agreement-in-Principle will be concluded upon having been approved and signed by the Parties.

6.10 After the Agreement-in-Principle has been concluded the Parties will negotiate, on a timely basis, a Final Agreement based on the Agreement-in-Principle.

6.11 The initialling procedures set out in sections 6.5 to 6.8 of this Framework Agreement may be amended by agreement in writing of the Chief Negotiators.

7. INFORMATION-SHARING

7.1 The Parties recognize the need to share information during the negotiations and they will comply with the information-sharing principles agreed to by all three Parties.

8. OVERLAPS

8.1 The Nuu-chah-nulth will resolve any Overlaps it may have with other First Nations and report back to the main table periodically on the status of its Overlap discussions.

8.2 If the lack of resolution related to Overlaps is found to be interfering with the successful conclusion of negotiations, the Nuu-chah-nulth may consider other options to resolve the Overlaps, including seeking assistance from the BCTC.

9. INTERPRETATION OF THE FRAMEWORK AGREEMENT

9.1 This Framework Agreement shall not constitute or be deemed to constitute a recognition, affirmation, creation or denial of rights.

9.2 This Framework Agreement is not intended to be a treaty or a land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.

9.3 The treaty negotiations and all related documents, except for a Final Agreement that is in effect, are without prejudice to the positions of the Parties in any proceeding before a court or other forum and shall not be construed as admissions of fact or liability.

10. APPROVAL OF THE FRAMEWORK AGREEMENT

10.1 The Co-Chief Negotiators of Nuu-chah-nulth and the Chief Negotiators of Canada and British Columbia will initial this Framework Agreement to signify their intention to recommend it to the Parties for approval. The Parties will signify their approval of this Framework Agreement by the signature of their authorized representatives.

10.2 The Nuu-chah-nulth Co-Chief and Chief Negotiators are authorized to sign this Framework Agreement on behalf of the Nuu-chah-nulth.

10.3 The Minister of Indian Affairs and Northern Development is authorized to sign this Framework Agreement on behalf of Canada.

10.4 The Minister of Aboriginal Affairs is authorized to sign this Framework Agreement on behalf of British Columbia.

11. DISPUTE RESOLUTION

11.1 Prior to a Party exercising its right to suspend negotiations under section 12.1, the Parties shall in good faith make all reasonable efforts to enter into appropriate methods of dispute resolution.

12. SUSPENSION OF THE NEGOTIATIONS

12.1 Any of the Parties may suspend the negotiations contemplated by this Framework Agreement by providing written notice which sets out the reasons for suspension, and the date that the suspension commences, to the other Parties and to the BCTC.

13. PUBLIC INFORMATION, OPENNESS AND CONSULTATION

13.1 The Parties recognize the need to provide information on the negotiations and to consult with those whose interests may be affected by the negotiations, on a timely and regular basis.

13.2 As agreed to by the Parties on February 21, 1996, the "Openness Protocol for the Nuu-chah-nulth Treaty Table" has been reviewed and amended for the Agreement-in-Principle stage.

14. FUNDING

14.1 Each of the Parties will be responsible for obtaining funding for its own participation in the negotiation process.

15. AGREEMENT-IN-PRINCIPLE

15.1 An Agreement-in-Principle reflects the agreements reached on the substantive issues for negotiation. It is the basis for the negotiation of the Final Agreement and will include agreement on ratification procedures.

16. INTERIM MEASURES

16.1 The Parties have accepted all of the recommendations of the British Columbia Claims Task Force including the following recommendation concerning interim measures:

"16. The Parties negotiate interim measure agreements before or during the treaty negotiations when an interest is being affected which could undermine the process."

17. ELIGIBILITY FOR GOVERNMENT PROGRAMS

17.1 During the negotiation process, members of the Nuu-chah-nulth will continue to enjoy the same rights and benefits as any other citizen of Canada and resident of British Columbia, and will have access to the various programs and services of Canada and British Columbia in effect from time to time, including those directed to aboriginal people and organizations, in accordance with the criteria established from time to time for the application of those programs and services.

18. AMENDMENTS

18.1 This Framework Agreement may be amended by agreement of all Parties in writing.

Signed on Behalf of the Nuu-chah-nulth Tribal Council:

Lillian Howard
Co-Chief Negotiator

Nelson
Co-Chief Negotiator

Keitlah Richard Watts
Co-Chief Negotiator

Signed on Behalf of the Ha'wiih of the Ahousaht First Nation:

Cliff Atleo
Chief Negotiator

Signed on Behalf of the Ha'wiih of the:
Ehattesaht First Nation
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nation
Mowachaht/Muchalaht First Nation
Nuchatlaht First Nation, and
Tseshah First Nation:

George Watts
Chief Negotiator

Signed on Behalf of the Ha'wiih of the Hesquiaht First Nation:

Richard Lucas
Chief Negotiator

Joe Tom
Chief Negotiator

Signed on Behalf of the Ha'wiih of the Huu-ay-aht First Nation:

Spencer Peters
Chief Negotiator

Signed on Behalf of the Ha'wiih of the Opetchesaht First Nation:

Judith Sayers
Chief Negotiator

Signed on Behalf of the Ha'wiih of the Tla-o-qui-aht First Nations:

Francis Frank
Chief Negotiator

Moses Martin
Chief Negotiator

Signed on Behalf of the Ha'wiih of the Toquaht First Nation:

Bert Mack
Chief Negotiator

Signed on Behalf of the Ha'wiih of the Uchucklesaht First Nation:

Charlie Cootes
Chief Negotiator

Signed on Behalf of the Ha'wiih of the Ucluelet First Nation:

Bob Mundy
Chief Negotiator

Larry Baird
Chief Negotiator

John Rivard
Chief Negotiator

Signed on Behalf of Her Majesty The Queen in Right of Canada:

The Honourable Ron Irwin
Minister of Indian Affairs and Northern Development

Signed on Behalf of Her Majesty The Queen in Right of British Columbia:

The Honourable John Cashore

Minister of Aboriginal Affairs