

This document was initialed on June 14, 1996, signalling the intent of the negotiators to recommend that the parties formally sign the Framework Agreement.

Taku River Tlingit First Nation Framework Agreement

This Agreement is dated _____, 199_

BETWEEN:

Taku River Tlingit

as represented by

THE TAKU RIVER TLINGIT FIRST NATION

("Taku River Tlingit")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE

PROVINCE OF BRITISH COLUMBIA

as represented by

THE MINISTER OF ABORIGINAL AFFAIRS

("British Columbia")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by

THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

("Canada")

(collectively the "Parties")

WHEREAS:

- A. The claim of the Taku River Tlingit First Nation was first formally submitted to Canada in 1983. In 1984 Canada accepted that claim for the purposes of negotiation pursuant to Canada's comprehensive land claim policies.
- B. The Parties are committed to conducting the negotiations in accordance with a government-to-government relationship, within the framework of the Constitution of Canada and under the British Columbia Treaty Commission (BCTC) Process. For greater certainty:

- i. Canada is committed to negotiating self-government under its inherent right policy, named "The Government of Canada's Approach to the Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government";
 - ii. Taku River Tlingit is committed to negotiating self-government from the perspective that the inherent right to self-government is an existing aboriginal right within section 35 of the Constitution Act, 1982; and,
 - iii. The perspective of each Party on self-government will not limit or restrict the positions that the other Parties may take on any matter, including self-government, during these negotiations.
- C. The First Nations Summit, Canada and British Columbia have agreed that First Nations, Canada and British Columbia should establish a new relationship based on mutual trust, respect and understanding, by negotiating treaties through the process facilitated by the BCTC.
- D. The Parties have agreed to negotiate a fair, honourable and just treaty settlement to establish that new relationship.
- E. The Parties acknowledge the importance of providing for public information, access and consultation during the treaty process, while recognizing the need to conduct effective negotiations, as agreed to in the "Procedural Protocol For Taku River Tlingit Treaty Negotiations" dated August 24, 1995.
- F. The Constitution Act, 1982 recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada.

1. DEFINITIONS

1.1

"Agreement-in-Principle" means the Agreement, signed by the Parties at the end of Stage 4 of the BCTC Process, which will be comprised of various Chapters and other provisions, as agreed.

1.2

"Chapter" means a part of an Agreement-in-Principle dealing with one or more subjects agreed to by the Parties.

1.3

"BCTC Process" means the six stage negotiation process described in the Report of the British Columbia Claims Task Force dated June 28, 1991, and referred to in the BCTC Agreement.

1.4

"Chief Negotiator" means the negotiator appointed by each of the Parties for the treaty negotiations.

1.5

"Final Agreement" means the Agreement(s) formally signed and ratified as evidenced by signature of the Parties at the end of Stage 5 of the BCTC Process and which will be a Treaty within the meaning of sections 25 and 35 of the Constitution Act, 1982.

1.6

"Main Table" means the table at which negotiations are conducted and at which each Party is represented by its Chief Negotiator or designate.

1.7

"Overlap" means a geographic area within the Territory which is claimed by a First Nation(s) other than the Taku River Tlingit.

1.8

"Territory" means that geographic area identified by the Taku River Tlingit as their traditional territory on the map attached to the Taku River Tlingit First Nation's Statement of Intent filed with the BCTC.

2. PURPOSE

2.1

The purpose of this Agreement is to govern the conduct of the treaty negotiations leading to completion of all stages of the BCTC Process, and to set out the substantive issues for negotiation and procedures required to complete an Agreement-in-Principle.

3. SCHEDULE AND TIMING

3.1

At the commencement of Agreement-in-Principle negotiations the Parties will address the timeframe and schedule required to complete the Agreement-in-Principle.

4. PARTIES

4.1

The Parties to these negotiations are the Taku River Tlingit First Nation, Canada and British Columbia.

5. SUBJECTS FOR NEGOTIATION

5.1

A list of the subjects which the Parties intend to address in the negotiations is set out below. The list is not intended to be exhaustive and may be amended by agreement in writing of the Chief Negotiators.

5.1.1

Governance

Jurisdiction, Law Making and Authority

Inter-governmental Relations

Transition

Program and Service Delivery

5.1.2

Lands

Land Selection and Tenure

Access

Parks and Protected Areas

Surface and Sub-surface Rights

Environmental Management

Heritage Resources

5.1.3

Natural Resources

Fish

Wildlife

Forests

Water

Mining

Oil and Gas

5.1.4

Financial Components

Financial Arrangements

Economic Development

Resource Revenue Sharing

5.1.5

General

Certainty

Taku River Tlingit entitlement to programs and benefits in the same manner as available to other Canadians

Approval and Ratification
Eligibility and Enrollment
Implementation
Dispute Resolution
Amendment

5.2

The inclusion of a subject in Section 5.1 does not commit any of the Parties to conclude an agreement on that issue or any component of that issue.

5.3

The issue of constitutional protection as it applies to various subject matters for negotiation, will be addressed prior to the conclusion of the Agreement-in-Principle.

5.4

The Parties agree that certain subjects will need regionally coordinated negotiations or province-wide discussions. The determination of the need for, and the approach to, regional negotiations or province-wide discussion on any particular subject matter will be addressed by the Parties during Agreement-in-Principle negotiations.

6. INTERIM MEASURES

6.1

The Parties acknowledge that the British Columbia Claims Task Force made the following recommendation concerning interim measures:

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

6.2

Once there has been substantial agreement on a subject during treaty negotiations, interim measures may be negotiated and entered into when the Parties agree that this interest may be affected in a way which would undermine the process.

7. NEGOTIATION PROCESS

7.1

Negotiations will be conducted at the Main Table and the Chief Negotiators will be responsible for the conduct and coordination of negotiations and address the following matters:

7.1.1

manage the negotiation process including the development of workplans and the setting of priorities;

7.1.2

establish working groups, side tables, and other processes, as agreed; and,

7.1.3

implement the "Procedural Protocol For Taku River Tlingit Treaty Negotiations".

7.2

Where negotiation of a subject listed in 5.1 results in agreement, the Chief Negotiators will record it in a Chapter of the Agreement-in-Principle. The Chief Negotiators will indicate their agreement on the subject by initialling the Chapter.

7.3

The Chapters of the Agreement-in-Principle which have been initialled may, by the agreement of the Chief Negotiators, be reconsidered or amended prior to the signing of the Agreement-in-Principle.

7.4

Once the Chief Negotiators have initialled all of the Chapters, they will take the necessary steps to complete a draft Agreement-in-Principle by consolidating the Chapters.

7.5

The Chief Negotiators will signify their agreement to the Agreement-in-Principle by initialling it, and they will recommend it to their respective Parties for approval.

7.6

The Parties will approve the Agreement-in-Principle by signing it.

7.7

After the signing of the Agreement-in-Principle, the Parties will negotiate with the intention of concluding a Final Agreement based on the Agreement-in-Principle.

8. OVERLAPS

8.1

The Taku River Tlingit shall resolve Overlaps, if any, with other First Nations and report periodically to the Main Table on the status of its overlap discussions.

9. NEGOTIATION FUNDING

9.1

Each Party will be responsible for obtaining funding for its participation in the negotiation process.

10. INTERPRETATION

10.1

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 proceedings before a court or other forum and shall not be construed as admissions of fact or liability.

10.2

For greater certainty, the Parties agree that section 10.1 does not determine the enforceability of any agreement which may flow from this Framework Agreement, nor the admissibility of any such agreement in any proceeding to enforce that agreement.

10.3

This Agreement is not intended to create or recognize any legally binding rights or obligations.

11. APPROVAL OF THIS AGREEMENT

11.1

The Chief Negotiators, by initialling this Agreement, will signify their intention to recommend it to their respective Parties for approval. The Parties will approve this Agreement by signing it.

11.2

The Clan Directors for the Taku River Tlingit are authorised to sign this Agreement on behalf of the Taku River Tlingit First Nation.

11.3

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

11.4

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

12. AMENDMENTS

12.1

Except as provided in Section 5, this Agreement may only be amended by agreement of the Parties in writing.

13. SUSPENSION OF NEGOTIATIONS

13.1

The Parties are committed to interest based negotiations within the BCTC Process. Each Party reserves the right to suspend its participation in these negotiations, and any Party may object to such a suspension, but such objection does not affect the right of any Party to suspend participation in these negotiations. Where there is a dispute, the Parties may work together to resolve the dispute prior to, or after, suspending these negotiations.

13.2

If a Party decides to exercise its right of suspension, that Party shall provide written confirmation to the other Parties and to the BCTC, setting out the reasons for the suspension and the date of commencement.

Signed on behalf of the Taku River Tlingit First Nation

Spokesperson

Khatgwexh, Melvin Jack

Wolf Clan Directors

Waksait, Bryan Jack

Cho - Kake, Edwin Anderson

Crow Clan Directors

Jeanann Carlick

Charlene Reeves

Signed on behalf of Her Majesty the Queen in Right of Canada

The Honourable Ronald A. 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