

# A Framework Agreement to Negotiate a Treaty

This Agreement is dated July 13th, 1995

## **BETWEEN:**

THE WET SUWET EN as represented by the Wet'suwet'en Hereditary Chiefs  
( **the Wet'suwet'en** )

## **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 ( BCTC ) Process.

**C.** The Wet'suwet'en and British Columbia signed an Accord of Recognition and Respect on June 13, 1994. Pursuant to that Accord the Wet'suwet'en and the Province agreed to adjourn the Wet'suwet'en appeal and British Columbia's cross appeal to the Supreme Court of Canada in *Delgam Uukw v. The Queen* for a period of one year. Further the Wet'suwet'en and British Columbia agreed to enter into negotiations for the purpose of commencing tripartite treaty negotiations.

**D.** The Parties have been declared ready in accordance with the BCTC Process to commence framework negotiations.

**E.** The Wet'suwet'en assert that they have aboriginal rights, including ownership and jurisdiction, over, in and under the Territories.

**F.** The Wet'suwet'en assert that they govern themselves and have always governed themselves pursuant to their inherent right of self-government.

**G.** The Parties are committed to negotiating a treaty that will establish the foundation for a new and ongoing relationship on the basis of mutual respect, understanding and trust and that will provide certainty with respect to the relationship among the Parties.

**H.** The Parties acknowledge the importance of providing public access to the treaty process while recognizing the need to conduct effective negotiations; and consequently the Parties have entered into the Protocol Regarding Openness of the Wet'suwet'en Treaty Process".

## **1. Definitions**

**1.1 Agreement-in-Principle** means the agreement approved as evidenced by signature of the Parties at the end of Stage IV of the BCTC Process and it is comprised of various sub-agreements and other provisions as agreed; the Agreement-in-Principle is not intended to be a treaty nor does it constitute a land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.

**1.2 BCTC Agreement** means the agreement between the First Nations Summit, Her Majesty the Queen in right of Canada, and Her Majesty the Queen in right of British Columbia dated September 21, 1992.

**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 contemplated by the BCTC Process.

**1.5 Final Agreement** means the agreement formally ratified and signed by the Parties at the end of Stage V of the BCTC Process.

**1.6 First Nation** means "First Nation" as defined in the BCTC Agreement.

**1.7 Overlap** means a geographic area within the Territories claimed by a First Nation other than the Wet'suwet'en.

**1.8 Sub-Agreement** means an agreement, initialed by the Chief Negotiators, on a substantive issue listed in Section 5.1 of this Agreement.

**1.9 Territories** means the geographic areas identified by the Wet'suwet'en as their territories on the map

attached to the Wet'suwet'en Statement of Intent filed with the British Columbia Treaty Commission.

## **2. Purpose**

**2.1** The purpose of this Agreement is to guide the conduct of negotiations, as part of the BCTC Process, among the Parties and to set forth the substantive issues, process and timing to complete the Agreement-in-Principle stage of the BCTC Process.

## **3. Scheduling and Timing**

**3.1** The Parties intend to complete an Agreement-in-Principle within 2 years of the signing of this Agreement.

## **4. Parties to the Agreement-in-Principle**

**4.1** The only Parties to the Agreement-in-Principle will be the Wet'suwet'en, Canada and British Columbia.

## **5. Substantive Issues for Negotiation**

**5.1** The following is a list of substantive issues, in alphabetical order, that the Parties intend to address during the Agreement-in-Principle negotiations. This list is not exhaustive and may be amended by agreement in writing of the Chief Negotiators.

- Certainty
- Eligibility
- Financial Arrangements
  - Cash component
  - Resource revenue sharing
- Governance
  - Fiscal arrangements
  - Inherent right of self-government
  - Inter-governmental relations
  - Jurisdiction
  - Structure and process
- Implementation

## - Dispute resolution

- Lands and Resources
- Purposes of a Treaty
- Ratification of Treaty
- Social and Human Services

**5.2** The Parties intend to develop an implementation plan which includes but is not limited to:

- Arrangements for monitoring treaty implementation
- Implementation funding, including funding for training
- Timing

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

## **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 agreements before or during the treaty negotiations when an interest is being affected which could undermine the process".

## **7. Negotiation Process**

**7.1** The Chief Negotiators will be responsible for conduct and coordination of the negotiations.

**7.2** Negotiations will be conducted at a main negotiation table (the Main Table ). The Main Table will be responsible for:

- a) managing the negotiation process including the development of workplans and the setting of priorities;
- b) negotiating and concluding an Agreement-in-Principle and a Final Agreement;
- c) implementing and managing the Protocol Regarding Openness of the Wet'suwet'en Treaty Process;
- d) implementing detailed procedures, consistent with this Agreement, to guide the Parties during Agreement-in-Principle negotiations as outlined in a document entitled Wet'suwet'en

en Treaty Negotiations Stage IV Procedures Agreement ;

e) establishing working groups, side tables and other processes, as agreed; and

f) implementing dispute resolution mechanisms, as agreed.

### **7.3 The Parties:**

a) acknowledge that some issues listed in Section 5.1 may require negotiation on a regional basis;

b) acknowledge that some issues listed in Section 5.1 may have province wide implications for all treaties to be negotiated in the Province of British Columbia;

c) will determine what issues in Section 5.1 may be negotiated on a regional basis or approached on a provincial basis;

d) will develop the processes for addressing those issues on a regional or provincial basis as agreed; and

e) will acknowledge the timing set out in Section 3.1 when developing any processes pursuant to Section 7.3(d).

**7.4** Any agreement on a substantive issue listed in Section 5.1 which is to be included in the Agreement-in-Principle or Final Agreement must be negotiated and agreed to by the Parties.

**7.5** The Parties will record the results of each negotiation of a substantive issue in a sub-agreement. The Chief Negotiators will signify their agreement on the substantive issue by initialing a sub-agreement.

**7.6** Once they have initialed all sub-agreements, the Chief Negotiators will negotiate an Agreement-in-Principle by consolidating the sub-agreements and adding necessary provisions as agreed.

**7.7** The Chief Negotiators will signify their agreement on an Agreement-in-Principle by initialing it, and they will recommend the completed Agreement-in-Principle to their respective Party for approval.

**7.8** Any Chief Negotiator may request that any initialled sub- agreement or Agreement-in-Principle be reconsidered and amended.

**7.9** The Parties will signify their approval of the Agreement-in- Principle by signing it.

**7.10** 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 Wet'suwet'en will resolve overlaps, if any, with First Nations who claim to have an overlap.

**8.2** The Wet'suwet'en will provide the Main Table with regular status reports on any negotiations concerning overlaps.

## **9. Negotiation Funding**

**9.1** Each of the Parties will be responsible for obtaining funding for their participation in the negotiation process.

## **10. Government Programs**

**10.1** During the negotiation process, the Wet'suwet'en will continue to enjoy the same rights and benefits as any 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.

## **11. Interpretation**

**11.1** Nothing in this Agreement is intended to define, create, recognize, deny, or amend any of the rights of the Parties.

**11.2** This Agreement and the negotiations leading up to or carried out pursuant to this Agreement are without prejudice to any legal positions that have been taken or that may be taken by any of the Parties in any court proceeding, process or otherwise and shall not be construed as admissions of fact or liability in any such proceeding or process.

**11.3** This Agreement is not intended to be a treaty nor does it constitute a land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.

## **12. Legal Nature of the Final Agreement**

**12.1** The Final Agreement is intended to be a treaty and to constitute a land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.

**12.2** The issue of whether Wet'suwet'en self-government will receive constitutional protection, including

Governance provisions as referred to in Section 5.1, will be addressed prior to concluding an Agreement-in-Principle.

### **13. Amendments**

**13.1** The Chief Negotiators may, by agreement in writing amend the list of substantive issues for negotiation as set out in Section 5 and any protocol or procedural agreement referred to in this Agreement.

**13.2** This Agreement may only be amended by agreement of the Parties in writing.

### **14. Approval of this Agreement**

**14.1** The Chief Negotiators will initial this Agreement to signify their intention to recommend it to the Parties for their approval. The Parties will approve this Agreement by signing it.

**14.2** The Speaker for the Wet'suwet'en Hereditary Chiefs and a representative from each of the five clans are authorized to sign this Agreement of behalf of the Wet'suwet'en.

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

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

### **15. Suspension of Negotiations**

**15.1** Any of the parties may suspend the negotiations contemplated by this Agreement by providing written notice, which also sets out the reasons for suspension, to the other Parties and to the BCTC.

#### **Signed on behalf of the Wet'suwet'en Hereditary Chiefs:**

Tsayu, Wigetimstochl, Dan Michell  
Laksamishu, Smogelgem, Leonard George  
Gitdumden, Gisdaywa, Alfred Joseph  
Gilseyhu, Goohlaht, Lucy Namox  
Laksilyu, Wah Tah Kwets, Pat Namox  
Chief Negotiator: Satsan, Herb George

#### **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