

# **FRAMEWORK AGREEMENT**

among

The In-SHUCK-ch Council

and

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA

("British Columbia")

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

("Canada")

collectively ("the Parties")

## 1. PURPOSE

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 for the negotiations.

## 2. DEFINITIONS

These definitions are for the purposes of the In-SHUCK-ch Council treaty negotiations.

- 2.1 "**Agreement-in-Principle**" means the agreement approved as evidenced by signature of the Parties at the end of stage 4 of the BCTC Process, and it is comprised of various Chapters and other provisions as agreed.
- 2.2 "**BCTC Process**" means the six stage negotiation process described in the Report of the British Columbia Claims Task Force dated June 28, 1991, and referred to in the British Columbia Treaty Commission Agreement dated September 21, 1992.
- 2.3 "**Chapter**" means an agreement, which will be part of the Agreement-in-Principle, initialed by the Chief Negotiators on a subject matter listed in section 5 of this Framework Agreement.
- 2.4 "**Chief Negotiator**" means the negotiator appointed by each of the Parties for the treaty negotiations contemplated by the BCTC Process.
- 2.5 "**Final Agreement**" means the agreement signed and formally ratified by the Parties at the end of stage 5 of the BCTC Process.
- 2.6 "**Main Table**" means the table at which negotiations are conducted and each Party is represented by its Chief Negotiator or his or her designate.
- 2.7 "**Overlap**" means a geographic area within the Territory claimed by another First Nation as its traditional territory.
- 2.8 "**Territory**" means that geographic area identified by the In-SHUCK-ch Council as their traditional territory on the map attached to the In-SHUCK-ch Council Statement of Intent filed with the British Columbia Treaty Commission.

## 3 SCHEDULING AND TIMING

Following the signing of this Framework Agreement, the Parties will complete a workplan for Agreement-in-Principle negotiations which will include a time frame for completing the Agreement-in-Principle.

## 4 PARTIES TO THE NEGOTIATIONS

The Parties to the negotiations will be the In-SHUCK-ch Council, Canada and British Columbia.

## 5 SUBJECT MATTERS FOR NEGOTIATION

- 5.1 The subject matters for negotiation (listed in 5.2 and 5.3.) are stated in neutral language which does not predetermine any outcomes from these negotiations.
- 5.2 The Parties are committed to negotiating the following substantive issues with the intention of completing an Agreement-in-Principle:
- Land and resources
  - Financial settlement
  - Governance
- 5.3 The Parties will also negotiate the following general provisions to be included in the Agreement-in-Principle:
- Eligibility and Enrolment
  - Ratification
  - Dispute resolution
  - Amendment
  - Certainty
- 5.4 The Chief Negotiators will agree in writing on the sub-topics of the subject matters for negotiation (listed in 5.2 and 5.3) and a workplan prior to commencing Agreement-in-Principle negotiations.
- 5.5 As part of the negotiation of substantive issues (5.2) and general provisions (5.3), the Parties will develop an outline for an implementation plan.
- 5.6 The Parties acknowledge that the subject matters for negotiation (listed in 5.2 and 5.3) may not be comprehensive. The Chief Negotiators may amend either list by agreement in writing.
- 5.7 The Parties agree that certain subject matters listed in 5.2 and 5.3 will need regionally coordinated negotiations or province-wide discussions. For greater certainty, the Parties acknowledge that:
- 5.7.1 the British Columbia Claims Task Force Report recommended that "The organization of First Nations for the negotiations is a decision to be made by each First Nation," and that "Each of the parties be at liberty to introduce any issue at the negotiation table which it views as significant to the new relationship;"
  - 5.7.2 the determination of the need for and the approach to dealing with any particular subject matter pursuant to clause 5.7 will be addressed by the Parties during Agreement-in-Principle negotiations; and
  - 5.7.3 only the Parties to this Framework Agreement will agree on and implement the process for ratification of any treaty flowing from this Framework Agreement.
- 5.8 The inclusion of a subject matter in this section does not commit any of the Parties to conclude an agreement on it.
- 5.9 The Parties will address the issue of constitutional protection, as it applies to the various subject matters for negotiation, prior to concluding the Agreement-in-Principle.

## **6 NEGOTIATION PROCESS**

- 6.1** The Chief Negotiators will be responsible for the conduct and coordination of the negotiations.
- 6.2** Negotiations will be conducted at a main negotiation table (the "Main Table"). The Main Table will be responsible for:
- 6.2.1** managing the negotiation process including the development of workplans and the setting of priorities;
  - 6.2.2** negotiating and concluding an Agreement-in-Principle;
  - 6.2.3** implementing and managing the Openness Agreement;
  - 6.2.4** implementing detailed procedures, consistent with this Framework Agreement to guide the Parties during Agreement-in-Principle negotiations;
  - 6.2.5** establishing working groups, side tables and other processes, as agreed;
  - 6.2.6** managing the information needs of the table according to the Information Sharing Principles agreed to by the Parties and developing the information sharing mechanisms for these negotiations;
  - 6.2.7** establishing procedures to be used, wherever appropriate, should negotiations be suspended; and
  - 6.2.8** implementing dispute resolution mechanisms, as agreed.
- 6.3** The Parties will record the results of each negotiation of a subject matter in a Chapter. The Chief Negotiators will signify their agreement on a subject matter by initialing the Chapter.
- 6.4** The Chief Negotiators may agree to reconsider and amend any initialed Chapter.
- 6.5** The Chief Negotiators will negotiate an Agreement-in-Principle by consolidating the Chapters and adding necessary provisions as agreed.
- 6.6** The Chief Negotiators will signify their intention to recommend a draft Agreement-in-Principle to their respective Principals by initialing it.
- 6.7** The Parties will approve the Agreement-in-Principle by signing it.
- 6.8** 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.
- 6.9** The language of the Agreement-in-Principle and related agreements will be plain and simple so that the intention of the Parties is clear.

## **7 OVERLAPPING CLAIMS**

The In-SHUCK-ch Council will resolve overlap claims, if any, with other First Nations and will inform the Main Table regularly on the status of any overlap claims.

## **8 GOVERNMENT PROGRAMS**

During the negotiation process, the In-SHUCK-ch Council will continue to enjoy the same rights and benefits as any citizen of Canada 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 their organizations in accordance with the criteria established from time to time for the application of those programs and services.

## **9 SUSPENSION**

While the Parties have expressed their commitment to undertake these negotiations in good faith, any of the Parties may suspend the negotiations and will provide written confirmation, which also sets out the reasons for suspension and the date of its commencement, to the other Parties and the BCTC.

## **10 OPENNESS**

The Parties recognize the importance of openness and public information. For this purpose they will observe the Openness Agreement dated and signed September 24, 2002.

## **11 INTERPRETATION**

- 11.1** The Framework Agreement Negotiation stage of the BCTC Process sets the agenda for treaty negotiations; therefore, this Framework Agreement does not create, recognize, amend or deny any enforceable rights. Nothing in this Framework Agreement will alter the relationship or responsibilities of Canada and British Columbia to the In-SHUCK-ch Council.
- 11.2** 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*.
- 11.3** Once in effect, the Final Agreement is intended to be a treaty and is intended to constitute a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 11.4** 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.

## **12 AMENDMENTS**

Except as otherwise provided in clause 5.6, this Framework Agreement may only be amended by agreement of the Parties in writing.

## **13 APPROVAL**

- 13.1** The Parties will approve this Framework Agreement by signing it.
- 13.2** The Chiefs Executive Committee of the In-SHUCK-ch Council is authorized to sign this Framework Agreement on behalf of the In-SHUCK-ch Council.


13.3 The Attorney General and Minister Responsible for Treaty Negotiations is authorized to sign this Framework Agreement on behalf of British Columbia.

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

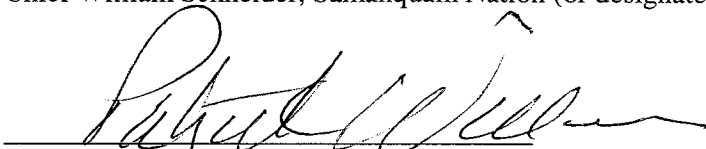
SIGNED ON BEHALF OF IN-SHUCK-CH COUNCIL

  
Chief Darryl Peters, Douglas First Nations (or designate)

Date: Jan 13/03


  
Chief William Schneider, Samahquam Nation (or designate)

Date:

  
Chief Patrick Williams, Skatin First Nation (or designate)


Date:

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA

  
The Honourable Geoff Plant  
Attorney General and Minister Responsible for Treaty Negotiations

Date: 22 January 2003

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA

  
The Honourable Robert D. Nault  
Minister of Indian Affairs and Northern Development

Date: April 1, 2003