

YEKOOCHET'EN, CANADA, BRITISH COLUMBIA

**YEKOOCHET'EN TREATY
FRAMEWORK AGREEMENT**

This Agreement is dated _____, 1996.

BETWEEN:

The Yekooche First Nation ("the Yekoochet'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, and treaty rights include rights that now exist by way of land claims agreements or that may be so acquired.

B. The Yekoochet'en, as original people within the Territory, have never signed a treaty with Canada or British Columbia, and the Parties agree to negotiate a treaty with the intent of defining rights to land and resources, governance, and other matters listed as substantive issues for negotiations in this Agreement.

C. The Parties are committed to conducting negotiations in accordance with a government-to-government relationship and within the framework of the Constitution of Canada. For greater certainty:

- Canada is committed to negotiating self-government under its inherent right policy entitled *Aboriginal Self-Government: The Government of Canada's Approach to Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government*;

- The Yekoochet'en will approach treaty negotiations from the perspective that the inherent right to self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982*; and
- The perspective of each Party on self-government will not limit or restrict the positions that the other Parties may take on self-government.

D. The Parties are committed to negotiating under the BCTC Process, and have met BCTC requirements to commence treaty negotiations.

E. The Parties acknowledge the importance of providing for public information, public access to the treaty table and consultation with their respective advisory committees, and have therefore signed the Protocol Regarding the Openness of the Yekoochet'en Treaty Process.

F. By negotiating a treaty, the Parties seek to establish a new and ongoing relationship on the basis of mutual respect, accommodation and understanding.

1. Definitions

1.1. "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 is comprised of various Sub-Agreements and other provisions as agreed.

1.2. "BCTC Agreement" means the British Columbia Treaty Commission Agreement dated September 21, 1992 and signed by Canada, British Columbia and the First Nations Summit.

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, or his or her designate, appointed by each of the Parties for the treaty negotiations contemplated by the BCTC Process.

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

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

1.7. "Overlap" means a geographic area within the Territory which is claimed by a First Nation other than the Yekoochet'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. "Territory" means that geographic area identified by the Yekoochet'en as its traditional territory on the map attached to the Yekoochet'en Statement of Intent filed with the BCTC.

2. Purpose

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

3. Schedule and Timing

3.1. The Parties will agree on a timeframe for concluding Agreement-in-Principle negotiations at the commencement of Stage 4 of the BCTC Process.

4. Parties

4.1. The Parties to the Agreement-in-Principle and to the Final Agreement will be the Yekoochet'en, Canada and British Columbia.

5. Substantive Issues for Negotiation

5.1. The Parties are committed to negotiate the following substantive issues and implementation issues with the intention of concluding an Agreement in-Principle. This list is not exhaustive.

5.1.1. Land

5.1.1.1. Selection and retention

5.1.1.2. Quantum

5.1.1.3. Tenure, title and expropriation

5.1.1.4. Access

5.1.1.5. Parks and protected areas

5.1.1.6. Cultural and heritage sites and resources

5.1.1.7. Environmental assessment, management and protection

5.1.2. Natural Resources

5.1.2.1. Forests

5.1.2.2. Fish and fisheries

5.1.2.3. Wildlife

5.1.2.4. Subsurface

5.1.2.5. Water

5.1.3. Governance

5.1.3.1. Jurisdiction and authority

5.1.3.2. Intergovernmental relations

5.1.3.3. Structure and procedures of Yekoochet'en Government

5.1.4. Implementation

5.1.5. Financial areas

5.1.5.1. Fiscal arrangements

5.1.5.2. Financial settlement

5.1.5.3. Economic development

5.1.6. General

5.1.6.1. Eligibility

5.1.6.2. Enrolment

5.1.6.3. Ratification

5.1.6.4. Dispute resolution

5.1.6.5. Amendment

5.1.6.6. Certainty

5.2. The negotiation of a substantive issue listed 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 Chief Negotiators may, by agreement in writing, amend the list of substantive issues for negotiation as set out in Section 5. 1.

5.4. The issue of which negotiated provisions will receive constitutional protection will be addressed prior to concluding an Agreement-in-Principle.

6. Negotiation Process

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

6.2. Negotiations will be conducted at the Main Table. The Main Table will be responsible for:

6.2.1. Establishing working groups, side tables and other processes, as agreed;

6.2.2. Managing the negotiation process including the development of workplans and the setting of priorities and Main Table agendas;

6.2.3. Negotiating and concluding an Agreement-in-Principle and a Final Agreement;

6.2.4. Implementing the "Protocol Regarding the Openness of the Yekoochet'en Treaty Process" which provides access to the Main Table, access to documents, consultation and public information;

6.2.5. Implementing the "Principles For Information Sharing Among Parties During Yekoochet'en Treaty Negotiations";

6.2.6. Implementing detailed procedures, consistent with this Agreement, to guide the Parties during the Agreement-in-Principle and Final Agreement negotiations as outlined in a document entitled "Procedures Agreement for Yekoochet'en Treaty Negotiations"; and

6.2.7. Implementing dispute resolution mechanisms, pursuant to Section 14.1.

6.3. 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 a substantive issue by initialing a Sub-Agreement.

6.4. Once they have initialed all of the Sub-Agreements, the Chief Negotiators will negotiate an Agreement-in-Principle by consolidating the Sub-Agreements and adding necessary provisions as agreed.

6.5. The Parties agree that certain substantive issues identified in Section 5.1 will need regionally coordinated negotiations or province-wide discussions. For greater certainty, the Parties acknowledge that:

6.5.1. 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";

6.5.2. The determination of the need for and the approach to dealing with any particular substantive issue pursuant to Section 6.5 will be addressed by the Parties during Agreement-in-Principle negotiations; and

6.5.3. Only the Parties to this Agreement will be involved in the ratification of any treaty flowing from this Agreement.

6.6. 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 Parties for approval.

6.7. Any Chief Negotiator may request that any initialed Sub-Agreement or the Agreement-in-Principle be reconsidered and amended

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

6.9. 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.

7. Interim Measures

7.1. 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."

8. Overlapping Claims

8.1. The Yekoochet'en will make best efforts to resolve overlaps with First Nations who claim to have an overlap.

9. Negotiation Funding

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

10. Government Programs

10.1. During the negotiation process, the Yekoochet'en 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.

11. Interpretation

11. 1. This Agreement is not intended by the Parties to be legally enforceable and is not intended to define, create, recognize, deny or amend any of the rights of the Parties.

11.2. Neither this Agreement nor any Agreement-in-Principle that may flow from it is intended to constitute a treaty or a land claims agreement within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*.

11.3. Subject to Section 5.4, 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.

11.4. These treaty negotiations pursuant to the BCTC Process and all documents related to these negotiations 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.

11.4.1. For greater certainty, the Parties agree that Section 11.4 does not determine the enforceability of any agreement related to this Framework Agreement, nor the admissibility of any such agreement in any proceeding to enforce that agreement.

11.4.2. For greater certainty, the Parties agree that Section 11.4 extends to documents submitted by any of the Parties to other First Nations in accordance with the fulfillment of overlap provisions set forth in Section 8 of this Agreement.

12. Amendments

12.1. Subject to Section 5.3, this Agreement may only be amended by agreement of the Parties in writing.

13. Approval of this Agreement

13.1. The Chief Negotiators, by initialing this Agreement, will signify their intention to recommend it to the Parties for their approval.

13.2. The Parties will approve this Agreement by signing it.

13.3. The Chief of the Yekoochet'en is authorized to sign this Agreement on behalf of the Yekoochet'en.

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

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

14. Dispute Resolution

14. 1. Should an impasse be reached, the Parties may either individually or collectively

approach the BCTC for assistance, or may use a mutually agreed-upon alternative dispute resolution mechanism.

15. Suspension of Negotiations

15.1. Any of the Parties may, for any reason, suspend the negotiations contemplated by this Agreement. Should any Party suspend the negotiations, the Chief Negotiator of that Party will advise the Chief Negotiators of the other Parties and the BCTC within a reasonable period of time of the suspension commencing and, within 30 calendar days of the suspension commencing, the Party suspending the negotiations will provide written confirmation setting out reasons for the suspension.

Signed on behalf of the Yekooche First Nation

William Joseph
Chief

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