

BRITISH COLUMBIA
TREATY COMMISSION
AGREEMENT



A G R E E M E N T

Between

THE FIRST NATIONS SUMMIT
(THE "SUMMIT")

And

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(**"CANADA"**)

as represented by the Prime Minister of Canada
and the Minister of Indian Affairs and Northern Development

And

**HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA**
(**"BRITISH COLUMBIA"**)

as represented by the
Premier of British Columbia and the Minister of Aboriginal Affairs



AGREEMENT

Between:

THE FIRST NATIONS SUMMIT (the "Summit")

And:

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

And:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA ("British Columbia") as represented by the
Premier of British Columbia and the Minister of Aboriginal Affairs.

WHEREAS:

- A. The Summit, Canada and British Columbia (the "Principals") intend to participate in a process leading towards the negotiation of treaties;
- B. The Principals support the recommendation of the British Columbia Claims Task Force (the "Task Force") to establish a Commission to facilitate the process of treaty negotiations in British Columbia;
- C. The Premier of British Columbia is prepared to enter into this Agreement on behalf of British Columbia; the Minister of Aboriginal Affairs has been authorized to enter into this Agreement on behalf of British Columbia by Order in Council No. 623 approved and ordered April 23, 1992;
- D. The Prime Minister and the Minister of Indian Affairs and Northern Development are prepared to enter into this Agreement on behalf of Canada; and
- E. The Summit is authorized to enter into this Agreement by resolution dated May 15, 1992.



THE PRINCIPALS AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 For the purposes of this Agreement and the recitals:

"Commission" means the British Columbia Treaty Commission.

"First Nation" means an aboriginal governing body, however organized and established by aboriginal people within their traditional territory in British Columbia, which has been mandated by its constituents to enter into treaty negotiations on their behalf with Canada and British Columbia.

"Member" means the Chief Commissioner or any of the Commissioners.

"Parties" means the parties to the negotiation of a treaty.

"Summit" means First Nations in British Columbia which have agreed to participate in the process provided for in this Agreement to facilitate the negotiation of treaties between First Nations, Canada and British Columbia.

2.0 ESTABLISHMENT OF THE COMMISSION

2.1 The Principals shall establish the Commission as follows:

- (a) Canada shall introduce legislation to Parliament to establish the Commission as a legal entity to carry out the purposes of this Agreement;
- (b) The Minister of Aboriginal Affairs shall introduce legislation to the British Columbia Legislature to establish the Commission as a legal entity to carry out the purposes of this Agreement;
- (c) Until legislation is enacted, the Chief Commissioner and Commissioners shall be appointed by Orders in Council made by the Lieutenant Governor in Council of British Columbia and the Governor in Council of Canada; and
- (d) The Summit shall establish the Commission by resolution.

3.0 ROLE OF THE COMMISSION

3.1 The role of the Commission is to facilitate the negotiation of treaties and, where the Parties agree, other related agreements in British Columbia.

4.0 MEMBERSHIP

4.1 The Commission shall consist of four Commissioners and a Chief Commissioner.

4.2 The Summit, British Columbia and Canada shall nominate two, one and one Commissioners respectively.



- 4.3 The Principals together shall nominate a Chief Commissioner who shall be the full-time Chief Executive Officer of the Commission and chair its meetings.
- 4.4 All nominees shall be appointed by the Lieutenant Governor in Council of British Columbia, the Governor in Council of Canada and the Summit.
- 4.5 Members shall be appointed:
- (a) in the case of Commissioners, for a two year term;
 - (b) in the case of the Chief Commissioner, for a three year term; and
 - (c) in the case of replacements, for the unexpired term of the Member being replaced.
- 4.6 A Principal shall nominate within 60 days a replacement for a Commissioner it nominated who dies, resigns or is removed.
- 4.7 If the Chief Commissioner dies, resigns or is removed, the Principals shall nominate a new Chief Commissioner within 60 days.
- 4.8 Until a new Chief Commissioner is appointed pursuant to 4.7; the Commissioners may designate by unanimous agreement one of them as acting Chief Commissioner.
- 4.9 A Member may be renominated at the end of his or her term of office.

5.0 FUNDING FOR THE OPERATIONS OF THE COMMISSION

- 5.1 During the first five years of the Commission's operations, Canada and British Columbia shall share the operating costs of the Commission as they may agree. Thereafter, or sooner if the Principals agree, these costs shall be shared as the Principals then agree.
- 5.2 Canada's share of the costs of the Commission shall be subject to annual appropriations by Parliament and approval by the federal Treasury Board; and that of British Columbia shall be subject to annual appropriations by the Legislature and approval by the provincial Treasury Board.
- 5.3 The Principals providing funds for the Commission's operations shall enter into a funding agreement with the Chief Commissioner to establish financial administration requirements for the Commission and to provide for remuneration of the Members.

6.0 LOCATION OF THE COMMISSION

- 6.1 The office of the Commission shall be located in British Columbia.



7.0 DUTIES OF THE COMMISSION

7.1 The Commission shall:

- (a) Receive statements of intent to negotiate from First Nations which identify the following:
 - (i) the First Nation and the aboriginal people it represents;
 - (ii) the general geographic area of the First Nation's traditional territory within British Columbia; and
 - (iii) a formal contact for communication.
- (b) Receive and consider any requirement for negotiation funding submitted by a First Nation.
- (c) Forward the statement of intent to Canada and British Columbia, and acknowledge its receipt to the First Nation.
- (d) Convene an initial meeting of the three Parties within 45 days of the Commission's receipt of the statement of intent.
- (e) Allocate funds which have been provided to enable First Nations to participate in negotiations, in accordance with criteria agreed to by the Principals.
- (f) Assess the readiness of the Parties to commence negotiation of a framework agreement in accordance with the following criteria:
 - (i) Each Party has:
 - A. appointed a negotiator;
 - B. confirmed that it has given the negotiator a comprehensive and clear mandate;
 - C. sufficient resources to carry out the procedure;
 - D. adopted a ratification procedure; and
 - E. identified the substantive and procedural matters to be negotiated.
 - (ii) In the case of a First Nation:
 - A. has identified and begun to address any overlapping territorial issues with neighbouring First Nations.
 - (iii) In the case of Canada and British Columbia respectively:
 - A. has obtained background information on the communities, people and interests likely to be affected by negotiations; and
 - B. has established mechanisms for consultation with non-aboriginal interests.



- (g) Encourage timely negotiations following the six stage process outlined in the Report of the Task Force or such other process as the Parties may agree by assisting the Parties to establish a schedule and by monitoring their progress in meeting deadlines.
- (h) Assist Parties to obtain dispute resolution services at the request of all the Parties.
- (i) Maintain a public record of the status of negotiations.
- (j) Develop an information base on negotiations to assist the Parties.
- (k) Prepare and submit an annual budget for review and approval by the Principals.
- (l) Not commit nor purport to commit Canada, British Columbia or the Summit to expenditures of funds except as provided in a funding agreement.
- (m) At least annually, submit a report to the Principals on
 - (i) the progress of negotiations;
 - (ii) the operations of the Commission; and
 - (iii) any other matter the Commission deems appropriatewhich shall be tabled in Parliament by the Minister of Indian Affairs and Northern Development and in the British Columbia Legislature by the Minister of Aboriginal Affairs.
- (n) Manage and disburse operating funds in accordance with an approved annual budget, the applicable funding agreement and any applicable laws.
- (o) Maintain proper records including those required for any auditing procedures of the Principals and provide access to and copies of such records to a Principal on request.

8.0 POWERS OF THE COMMISSION

8.1 The Commission may:

- (a) adopt bylaws and procedures consistent with this Agreement;
- (b) determine the times and places of its meetings;
- (c) meet by tele-conference; and
- (d) do such other things as are necessary to perform its duties.



- 8.2 The Chief Commissioner may for the purposes of the Commission:
- (a) lease premises and engage the services of advisors, officers and staff as may be required to carry out the duties of the Commission; and
 - (b) enter into service agreements with Commissioners as required.

9.0 DECISIONS OF THE COMMISSION

- 9.1 The Chief Commissioner and one Commissioner nominated by each Principal shall comprise a quorum.
- 9.2 Decisions of the Commission shall be made by agreement of at least one Commissioner nominated by each Principal.

10.0 PROTECTION OF MEMBERS OF THE COMMISSION

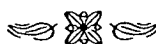
- 10.1 The Principals shall not make any claim against the Commission, a Member, or any person holding an office or appointment under the Commission, for anything done or reported or said in the course of the exercise or intended exercise of his or her official functions, unless the matter arose from wilful misconduct or gross negligence.
- 10.2 The Principals shall indemnify in proportion to their funding obligations a Member against all claims, damages and penalties that are made against or incurred by a Member in the performance of his or her duties pursuant to this Agreement, except where the claim, damages or penalties arose from the Member's wilful misconduct or gross negligence.

11.0 TERM

- 11.1 The Principals shall terminate the Commission upon completion of the Commission's duties under this Agreement or where the Commission is no longer performing its duties.
- 11.2 This Agreement shall remain in effect until otherwise agreed by the Principals or until the Commission is terminated in accordance with 11.1 whichever occurs earlier.

12.0 REVIEW

- 12.1 The Principals shall review the effectiveness of the Commission at least once every three years following its establishment.



13.0 INTERPRETATION

13.1 The Commission may refer to the Report of the Task Force dated June 28, 1991 to provide the context for this Agreement and as an aid to its interpretation, but in the event of inconsistency between the Report and this Agreement, this Agreement shall prevail.

In witness whereof the Principals have executed this Agreement

the 21st day of September, 1992.

SIGNED on behalf of THE FIRST NATIONS SUMMIT by the following authorized representatives:
Chief Edward John, Chief Joe Mathias, Sophie Pierre, Miles G. Richardson and Tom Sampson, in the presence of:

Chief Edward H. Grand
Witness

Address

(as to all signatures)

[Signature]
Chief Edward John

[Signature]
Chief Joe Mathias

[Signature]
Sophie Pierre

[Signature]
Miles G. Richardson

[Signature]
Tom Sampson



SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, by the Right Honourable Brian Mulroney, Prime Minister of Canada and by the Honourable Tom Siddon, Minister of Indian Affairs and Northern Development, in the presence of:

Brian Mulroney
The Prime Minister

Tom Siddon
The Minister of Indian Affairs and Northern Development

May Callis
Witness

W. Vancouver B.C.
Address

(as to both signatures)

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, by the Honourable Michael Harcourt, Premier of British Columbia and by the Honourable Andrew Petter, Minister of Aboriginal Affairs, in the presence of:

Michael Harcourt
The Premier of British Columbia

Andrew Petter
The Minister of Aboriginal Affairs

David Zumbelt
Witness

Big Lake Ranch
Address
P.O. B.C.

(as to both signatures)

