

**FRAMEWORK AGREEMENT TO NEGOTIATE A TREATY
BETWEEN**

THE CARRIER SEKANI TRIBAL COUNCIL

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 THE
PROVINCE OF BRITISH COLUMBIA
as represented by
THE MINISTER OF ABORIGINAL AFFAIRS
("British Columbia")**

WHEREAS:

- A.** The Parties wish to establish a new relationship based on mutual trust, respect and understanding.
- B.** The Parties have met the requirements established by the British Columbia Treaty Commission and have agreed to enter into negotiations under the BCTC Process.
- C.** The Parties acknowledge the importance of providing public access to the treaty process while recognizing the need to conduct effective negotiations, and have signed a *Protocol Regarding the Openness of the Carrier Sekani Tribal Council Treaty Process*, an *Agreement on Principles for Information Sharing Among Parties During Carrier Sekani Tribal Council Treaty Negotiations* and a *Procedures Agreement for Carrier Sekani Tribal Council Treaty Negotiations*.
- D.** 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 BCTC process, and Canada is committed to negotiating self-government under its inherent right policy*. For greater certainty, Canada's inherent right policy shall not limit or restrict the positions the other parties may take on self-government.

* *Aboriginal Self-Government: The Government of Canada's Approach to Implementation of the Inherent Right and the Negotiation of Self-Government, 1995.*

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 "Agreement-in-Principle" means the agreement approved and signed by the Parties at the conclusion of Stage 4 of the BCTC Process.

1.2 "BCTC" means the British Columbia Treaty Commission.

1.3 "BCTC Agreement" means the British Columbia Treaty Commission Agreement between the First Nations Summit, Her Majesty the Queen in right of Canada, and Her Majesty the Queen in right of the Province of British Columbia dated September 21, 1992.

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

1.5 "Chief Negotiator" means the negotiator so appointed by each of the Parties for the BCTC Process.

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

1.7 "Main Table" means the table at which negotiations are conducted and at which each party is represented by its Chief Negotiator or their designates.

1.8 "Overlap" means a geographic area within the Territories which is claimed by a First Nation other than the Carrier Sekani Tribal Council.

1.9 "Sub-Agreement" means an agreement initialed by the Chief Negotiators regarding any of the issues set out or contemplated in Section 5.0 of this Agreement.

1.10 "Territories" means the geographic area identified by the Carrier Sekani Tribal Council as set out in the current map on file with the BCTC.

2.0 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, the procedures and timing required to complete an Agreement-in-Principle.

3.0 SCHEDULE AND TIMING

3.1 The Parties will proceed diligently and in good faith to conclude an Agreement-in-Principle with respect to the issues listed in section 5.1 of this Agreement within sixty (60) months from the date of the signing of this Agreement, and the Parties will agree on a final timeframe for concluding Agreement-in-Principle negotiations at the commencement of Stage 4 of the BCTC Process.

3.2 Following the signing of an Agreement-in-Principle, the Parties intend to commence negotiations to achieve a Final Agreement based upon the Agreement-in-Principle.

4.0 PARTIES

4.1 The Parties to the negotiations, the Agreement-in-Principle and Final Agreement will be the Carrier Sekani Tribal Council, Canada and British Columbia.

5.0 ISSUES FOR NEGOTIATIONS

5.1 The Parties intend to address the following substantive issues in treaty negotiations:

5.1.1 General

5.1.1.1 Eligibility and Enrollment

5.1.1.2 Certainty

5.1.1.3 Ratification

5.1.1.4 Amendment

5.1.1.5 Dispute Resolution

5.1.1.6 Constitutional Protection

5.1.2 Lands and Natural Resources

5.1.2.1 Land Selection and Tenure

5.1.2.2 Access

5.1.2.3 Parks and Protected Areas

5.1.2.4 Surface and Sub-surface Rights

5.1.2.5 Environmental Management, Protection and Impact Assessment

5.1.2.6 Fish and fisheries

5.1.2.7 Wildlife

5.1.2.8 Habitat and Biodiversity

5.1.2.9 Plants

5.1.2.10 Forests

5.1.2.11 Water

5.1.2.12 Minerals and precious stones

5.1.2.13 Oil and Natural Gas

5.1.3 Financial Components

5.1.3.1 Financial Settlement

5.1.3.2 Fiscal Arrangements, including taxation and resource revenue sharing

5.1.3.3 Economic Development

5.1.4 Governance

5.1.4.1 Jurisdiction and authority

5.1.4.2 Inter-governmental Relations

5.1.4.3 Structure of Government

5.1.4.4 Programs and Services

5.1.5 Culture and Heritage

5.1.5.1 Archeological and Cultural Sites

5.1.5.2 Artifacts and Remains

5.1.6 Implementation Planning Framework

5.2 The substantive issues set out in section 5.1 of this Agreement are not intended to be exhaustive and any of the Parties may raise a broad range of components for negotiation under each listed issue.

5.3 The Chief Negotiators may, by agreement in writing, amend the list of issues for negotiation set out in section 5.1 of this Agreement.

5.4 The inclusion of an 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.

5.5 The Parties agree that certain substantive issues or components listed in section 5.1 of this Agreement can best be negotiated on a regional basis or discussed on a provincial basis. The determination of the need for, and the approach to, regional negotiations or provincial discussions on any particular substantive issue or component will be addressed by the Parties during Agreement-in-Principle negotiations.

5.6 Prior to approval of the Final Agreement, the Parties intend to complete a Treaty Implementation Plan which will give effect to the Final Agreement, and which may include, but is not limited to:

5.6.1 implementation funding;

5.6.2 capacity to implement the Final Agreement in accordance with the Treaty Implementation Plan;

5.6.3 timing; and

5.6.4 arrangements for monitoring treaty implementation.

5.7 Prior to concluding the Agreement-in-Principle, the Parties will address the issue of which negotiated provisions will receive constitutional protection.

6.0 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",

and the Parties can address Interim Measures issues through a working group or other process under section 7.2.5 of this Agreement.

7.0 THE NEGOTIATION PROCESS

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

7.2 Negotiations will be conducted at a Main Table at which the Chief Negotiators will be responsible for:

7.2.1 managing the negotiations process

7.2.2 negotiating and concluding an Agreement-in-Principle and a Final Agreement;

7.2.3 implementing and managing the *Protocol Regarding the Openness of the Carrier Sekani Tribal Council Treaty Process*, the *Procedures Agreement for Carrier Sekani Tribal Council Treaty Negotiations*, and the *Principles for Information Sharing Among Parties During Carrier Sekani Tribal Council Treaty Negotiations*;

7.2.4 implementing and managing other procedural agreements that may from time to time be developed by the Parties;

7.2.5 establishing working groups or other processes that may be agreed from time to time; and

7.2.6 implementing dispute resolution mechanisms, as may be agreed from time to time.

7.3 Where negotiation of an issue listed in section 5.1 results in agreement, the Parties will record such agreement in a Sub-Agreement which will be initialled by the Chief Negotiators to indicate their agreement.

7.4 The Chief Negotiators will negotiate an Agreement-in-Principle by consolidating any Sub-Agreements reached in accordance with section 7.3 of this Agreement, and adding necessary provisions as agreed.

7.5 The Chief Negotiators will indicate their agreement to the Agreement-in-Principle by initialling the Agreement-in-Principle and will recommend the initialled Agreement-in-Principle to their respective Parties for approval.

7.6 A Chief Negotiator may request that any initialed SubAgreement or Agreement-in-Principle be reconsidered and amended prior to the signing of the Agreement-inPrinciple.

7.6.1 The Chief Negotiator making a request pursuant to section 7.6 shall advise the other Chief Negotiators of the reason or reasons for that request.

7.6.2 Chief Negotiators shall not unreasonably withhold approval of a request pursuant to section 7.6.

7.7 The Parties will indicate their approval of the Agreement-in-Principle by signing the Agreement-in-Principle.

7.8 The Parties will negotiate with the intention of concluding a Final Agreement based on the Agreement-in-Principle.

8.0 INFORMATION SHARING

8.1 The Parties recognize the need to share information during the negotiations as outlined in the document entitled *Principles for Information Sharing Among Parties During Carrier Sekani Tribal Council Treaty Negotiations*.

9.0 TERRITORIAL OVERLAPS

9.1 The Carrier Sekani Tribal Council will resolve Overlaps and intends to use its *Draft Nation to Nation Protocol on Boundary Overlaps* for that purpose. The Carrier Sekani Tribal Council will report to the Main Table from time to time regarding the status of

Overlap resolution processes.

10.0 NEGOTIATION SUPPORT FUNDING

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

11.0 GOVERNMENT PROGRAMS

11.1 During the treaty negotiations, the aboriginal people represented by the Carrier Sekani Tribal Council, and their organizations, will continue to enjoy the rights and benefits of any citizen of Canada or 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 their organizations, in accordance with the criteria established from time to time for the application of those programs and services.

12.0 SUSPENSION OF NEGOTIATIONS

12.1 Any of the Parties may, for any reason, suspend the negotiations contemplated by this Agreement and will provide to the other Parties and to the BCTC written confirmation of the suspension setting out the reasons for the suspension and the date that the suspension commences or commenced.

13.0 INTERPRETATION

13.1 Neither this Agreement nor the Agreement-in-Principle is intended to constitute a treaty or land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

13.2 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*.

13.3 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.

13.4 For greater certainty, the Parties agree that section 13.3 does not determine the enforceability of any agreement which may flow from this Agreement, nor the admissibility of any such agreement in any proceedings to enforce that agreement.

13.5 This Agreement does not create, recognize, affirm or deny any legally enforceable rights or obligations.

14.0 AMENDMENTS

14.1 Subject to section 5.3, this Agreement may be amended only by written agreement of the Parties.

15.0 APPROVAL OF THIS AGREEMENT

15.1 Initialing of this Agreement by the Chief Negotiators shall indicate their intention to recommend this Agreement to the Parties for approval by the Parties.

15.2 Signing of this Agreement by the Parties shall indicate their approval of this Agreement.

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

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

15.5 The Tribal Chief of the Carrier Sekani Tribal Council is authorized to sign this Agreement on behalf of the Carrier Sekani Tribal Council.