

FRAMEWORK AGREEMENT

BETWEEN: CHAMPAGNE AND AISHIHIK FIRST NATIONS as represented by the Chief of the Champagne and Aishihik First Nations (hereinafter referred to as the "Champagne and Aishihik First Nations");

AND: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada");

AND: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA as represented by the Minister of Aboriginal Affairs (hereinafter referred to as "British Columbia");

being the Parties to this Framework Agreement (hereinafter referred to as "this Agreement");

WHEREAS:

The Champagne and Aishihik First Nations asserts aboriginal rights, titles and interests with respect to its traditional territory in British Columbia;

the Champagne and Aishihik First Nations wishes to retain, subject to a Transboundary Agreement, the aboriginal rights, titles and asserts with respect to its traditional territory in British Columbia;

the Parties to this Agreement recognize the significant contributions of Champagne and Aishihik people and the Champagne and Aishihik First Nations to the history and culture of Canada and northern British Columbia;

the Constitution Act, 1982 recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, including rights that now exist by way of land claims agreements or that may be so acquired;

the Parties to this Agreement wish to achieve certainty with respect to the authorities of their respective governments and their relationships to each other;

the Parties to this Agreement wish to achieve certainty with respect to the ownership and use of lands and resources of that part of Champagne and Aishihik First Nations traditional territory in British Columbia;

the Champagne and Aishihik First Nations, Canada and the Government of the Yukon have signed the Champagne and Aishihik First Nations Final Agreement on May 29, 1993 which provides for the negotiation of a transboundary agreement to resolve Champagne and Aishihik First Nations rights, titles and interests within its traditional territory in British Columbia; and

the Parties desire to establish a process for negotiating a transboundary agreement with respect to the land claim in British Columbia of the Champagne and Aishihik First Nations.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

1.1 In this Agreement:

"BCTC" means the British Columbia Treaty Commission;

"Champagne and Aishihik First Nations" means the Champagne and Aishihik First Nations as defined in Section 9.2 of the Champagne and Aishihik First Nations Self-Government Agreement entered into by the Champagne and Aishihik First Nations, Canada and the Government of the Yukon on May 29, 1993;

"Champagne and Aishihik First Nations Final Agreement" means a Yukon First Nation Final Agreement entered into by Canada, the Government of the Yukon and the Champagne and Aishihik First Nations, or), May 29, 1993;

"Traditional Territory" means the geographic area identified as the traditional territory of the Champagne and Aishihik First Nations in British Columbia on the map attached as Appendix I;

"Transboundary Agreement" means a final agreement entered into by British Columbia, Canada and the Champagne and Aishihik First Nations pursuant to Chapter 25 of the Champagne and Aishihik First Nations Final Agreement.

2. Purpose

2.1 The purpose of this Agreement is to govern the conduct of transboundary negotiations among the Parties and to set forth the topics which may be included in the Transboundary Agreement, and to set forth the process and timing to complete a transboundary agreement-in-principle and a Transboundary Agreement.

3. General Provisions

3.1 Except where the Parties otherwise agree, the Champagne and Aishihik First Nations Final Agreement shall provide the basis for the negotiation of the Transboundary Agreement.

3.2 The Transboundary Agreement shall include provisions setting out the process for its ratification by each of the Parties.

3.3 The Chief and Council of the Champagne and Aishihik First Nations have the mandate to ratify this Agreement.

3.4 Canada will consider this Agreement for ratification by a process to be determined by Canada.

3.5 The Minister of Aboriginal Affairs and the Cabinet of the Government of British Columbia have the mandate to ratify this Agreement.

3.6 This Agreement may be amended by mutual agreement of the Parties.

3.7 The Transboundary Agreement shall be a land claim agreement within the meaning of Section 35 of the Constitution Act, 1982.

3.8 The issue of whether provisions concerning Champagne and Aishihik First Nations self-government negotiated pursuant to this Agreement shall receive constitutional protection pursuant to Section 35(3) of the Constitution Act, 1982 shall be addressed prior to concluding a transboundary agreement-in-principle.

3.9 Unless the Parties otherwise agree in the Transboundary Agreement, the Transboundary Agreement shall not affect the aboriginal rights, titles and interests of the Champagne and Aishihik First Nations and Champagne and Aishihik people in the Yukon.

3.10 Nothing in this Agreement shall be interpreted as creating, recognizing or denying rights. The negotiations which are subject of this Agreement are and shall be without prejudice to the legal positions taken by any of the Parties in court, or otherwise.

3.11 The establishment of the Tatshenshini-Alsek Wilderness Park by British Columbia Order-in-Council 1439 and the designation of the Park as a World Heritage Site shall be without prejudice to the aboriginal rights, titles and interests of the Champagne and Aishihik First Nations and Champagne and Aishihik people and without prejudice to the legal positions taken by any of the Parties in court, or otherwise

4. Topics for Negotiation

4.1 The topics which the Parties intend to address during the negotiation of a transboundary agreement-in-principle shall start with the table of contents from the Champagne and Aishihik First Nations Final Agreement, a copy of which is attached as Appendix II. The inclusion of a topic in Appendix II does not commit any of the Parties to conclude an agreement on that topic. Topics may be added to or deleted from Appendix II at the request of any Party.

4.2 The Chief Negotiators may agree that any topic, or elements of a topic may require negotiation on a regional or provincial basis.

5. Procedures for Negotiation of in Agreement-In-Principle and the Transboundary Agreement

5.1 Negotiation of a transboundary agreement-in-principle shall begin no later than 30 days after the signing of this Agreement. The Parties shall use their best efforts to conclude the negotiation of an agreement-in-principle within 8 months of the signing of this Agreement, and shall use their best efforts to conclude the negotiation of the Transboundary Agreement within 18 months of the signing of this Agreement.

5.2 The Parties shall continue to negotiate the Transboundary Agreement with due diligence and good faith within the stipulated time period and from an agenda mutually established by the Parties.

5.3 The Parties have named negotiators who shall be authorized to initial a transboundary agreement-in-principle and each Party shall make best efforts to ensure continuity of personnel throughout the process of negotiations.

5.4 The Parties shall establish a main negotiation table consisting of the Chief Negotiator for each Party.

5.5 The Chief Negotiator may designate another negotiator to act on his/her behalf, and may bring to the negotiation table such other technical and support staff as he/she deems necessary.

5.6 The main table shall be responsible for:

5.6.1 managing the negotiation process;

5.6.2 concluding a transboundary agreement-in-principle and the Transboundary Agreement;

5.6.3 monitoring, and co-ordination the consultation, communications and openness processes.

5.6.4 establishing working groups, side tables and other issue analysis processes as required;

5.6.5 resolving differences: and

5.6.6 such other matters as the Parties may agree

5.7 The main table shall develop workplans to manage and monitor its activities.

5.8 Priorities for negotiations shall be determined by the Parties.

5.9 The main table shall meet as necessary in accordance with the workplans.

5.10 The Parties shall use their best efforts to hold main table meetings in the Champagne and Aishihik First Nations traditional territory in British Columbia or the Yukon. Meetings may be held in other locations as the Chief Negotiators may determine.

5.11 Each Party shall be responsible for the production of meeting notes/minutes which each considers necessary for its internal management.

5.12 The main table shall produce a record of each main table meeting that shall identify participants, agenda, decisions, and action items, and shall be circulated within five working days of the main table meeting.

6. Relationship to the British Columbia Treaty Commission (BCTC)

6.1 The workplans shall be filed with the BCTC for its information.

6.2 Any Party may call on the BCTC to facilitate negotiations or assist with dispute resolution in accordance with BCTC policies.

7. Information Sharing

7.1 The Parties shall seek to create a common information base for use by all the Parties.

7.2 The common information base shall be assembled in a manner that promotes efficiency and affordability and that reflects the priorities agreed to by the Parties.

7.3 When information which is not available is required, the Parties shall agree on how to obtain that information.

7.4 Any revision to information which has already been shared between the Parties and which becomes available to any of the Parties, shall be shared with the other Parties.

7.5 British Columbia and Canada shall take immediate steps to share all existing land and resource inventory and technical assessment material held by them with respect to the Traditional Territory which may be relevant to the negotiation of the Transboundary Agreement.

7.6 British Columbia and Canada shall make best efforts to assemble all information on the Traditional Territory that is currently held by non-government organizations and which may be relevant to the negotiation of the Transboundary Agreement.

8. Public Information, Openness and Consultation

8.1 The Parties recognize:

8.1.1 the need to provide information to the public on the negotiation process,

8.1.2 the need to obtain a balance between the development of trust among the Parties and the development of public confidence in the negotiation process through continued education, access to the process and the flow of information; and

8.1.3 the need to have an open process subject to needs for confidentiality.

8.2 The Parties shall design and participate in the delivery of a public consultation, public information and openness process that shall include the general public, organized social and economic interests, local government and the media.

8.3 The Parties shall develop a workplan for the public consultation, public information and openness process within 30 days of the signing of this Agreement.

8.4 The public consultation, public information and openness process shall not be used by any Party as a means of encouraging a support or developing public pressure for a particular negotiating position.

9. Funding for Negotiations

9.1 Canada shall make available to the Champagne and Aishihik First Nations adequate resources for the negotiations leading to a Transboundary Agreement in accordance with applicable funding policies of Canada.

APPENDIX 1

Map of the Traditional Territory



APPENDIX II

Table of Contents from the Champagne and Aishihik First Nations Final Agreement

1. Definitions
2. General Provisions
3. Eligibility and Enrollment
4. Reserves and Land Set Aside
5. Tenure and Management of Settlement Land
6. Access
7. Expropriation
8. Surface Rights Board
9. Settlement Land Amount
10. Special Management Areas
11. Land Use Planning
12. Development Assessment
13. Heritage
14. Water Management
15. Definition of Boundaries and Measurement of Areas of Settlement Land
16. Fish and Wildlife
17. Forest Resources
18. Non - Renewable Resources
19. Financial Compensation

20. Taxation
21. Taxation of Settlement Land
22. Economic Development Measures
23. Resource Royalty Sharing
24. Yukon Indian Self-Government
25. Transboundary Agreements
26. Dispute Resolution
27. Yukon Fish and Wildlife Enhancement Trust
28. Implementation and Training for Settlement Implementation