

# Haisla Framework Agreement

This Agreement is dated December 5, 1996

BETWEEN:

THE HAISLA NATION

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 people of Canada, and treaty rights include rights that now exist by way of land claims agreements, or that may be so acquired.
- B. The Haisla Nation, Canada and British Columbia are committed to negotiating a treaty in accordance with the British Columbia Treaty Commission Process ("B.C.T.C. Process").
- C. By negotiating a treaty, the Parties seek to achieve certainty with respect to the relationship between the Haisla Nation, Canada and British Columbia including the authority and jurisdiction of their respective governments, as well as ownership rights and use of land and resources within the Territory.
- D. The Parties acknowledge the importance of providing public access to the treaty process while recognizing the need to conduct effective negotiations and the Parties recognize the obligation of Canada and British Columbia to consult with those whose interests may be affected by these negotiations; consequently the Parties have provided for public access to the treaty process in an agreement referred to as the "Haisla Nation Treaty Process Openness Protocol".

## 1 Definitions

1.1 "**Agreement-in-Principle**" means the agreement approved as evidenced by signature of the Parties at the end of Stage IV of the B.C.T.C. Process, and it is comprised of various sub-agreements and other provisions as agreed; the Agreement-in-Principle is not intended to constitute a treaty or land claims agreement within the meaning of ss.25 or 35 of the Constitution Act, 1982.

1.2 "**B.C.T.C.**" means the British Columbia Treaty Commission.

1.3 "**B.C.T.C. Agreement**" means the British Columbia Treaty Commission Agreement executed by the First Nations Summit, Canada and British Columbia dated September 21, 1992 and includes amendments made to it from time to time.

1.4 "**B.C.T.C. 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 B.C.T.C. Agreement.

1.5 "**Chief Negotiator**" means the negotiator appointed by each of the Parties for the treaty negotiations as contemplated by the B.C.T.C. Process.

1.6 "**Final Agreement**" means the agreement formally ratified and signed by all of the Parties at the end of Stage V of the B.C.T.C. Process.

1.7 "**The Haisla Nation**" for the purposes of this agreement, is a First Nation as defined in the B.C.T.C. Agreement".

1.8 "**Overlap**" means a geographic area claimed by more than one First Nation.

1.9 "**Sub-Agreement**" means an agreement initialled by the Chief Negotiators on a substantive issue".

1.10 "**Territory**" means the geographic area identified by the Haisla Nation as its territory in the map attached to its Statement of Intent to the B.C.T.C.

## 2 Purpose

2.1 The purpose of this Agreement is to guide the conduct of the negotiations among the Parties and to set forth the substantive issues, process and timing relating to the Agreement-in-Principle stage of the B.C.T.C. Process.

### **3 Scheduling and Timing**

3.1 The Parties will negotiate with the intention of initialling an Agreement-in-Principle on the matters listed in section 5 below within 30 months of the date of execution of this Agreement.

### **4 Parties to the Agreement-in-Principle and Final Agreement**

4.1 The only Parties to the Agreement-in-Principle and Final Agreement will be the Haisla Nation, Canada, and British Columbia.

### **5 Substantive Issues for Negotiation**

5.1 The Parties are committed to negotiate the following substantive issues with the intention of concluding an Agreement in Principle:

- Airspace
- Amendment Procedures
- Approval and Ratification Procedures
- Certainty
- Culture and Language
- Dispute Resolution Process
- Economic Development
- Eligibility and Enrolment
- Environmental Issues
- Fiscal arrangements, Royalty sharing and Taxation
- Governance
- Heritage, including:
  - Archaeological sites
  - Gravesites
  - Culturally and spiritually significant sites
  - Place names
  - Cultural property
- Land Base of Haisla Nation, including:
  - Selection
  - Retention
  - Quantum
  - Tenure
  - Access

- Land Use Planning and Land Management
- Parks and Protected Areas
- Natural Resources, including:
  - Ownership, use, and management of renewable and non-renewable resources
  - Fish and Wildlife harvesting and management
  - Forestry resources
  - Marine resources
  - Traplines
  - Subsurface ownership and management
  - Water rights and water management
  
- Third Party and Public Interests

5.2 The Chief Negotiators may, by agreement in writing, amend the list of substantive issues set out in section 5.1.

5.3 Identification by the Parties of the substantive issues outlined in 5.1 will not be used by any Party during Agreement-in-Principle negotiations so as to limit the exploration of interests under each issue.

5.4 As part of the negotiation of substantive issues referred to in section 5.1 above, the Parties are committed to negotiate the framework of an implementation plan that includes:

Requirements for Legislative Change

Dispute Resolution

Timing

Funding

Participation in the process involved in the development of Settlement Legislation.

Development of Implementation Plan Framework.

Opportunities to enhance the Haisla Nation's ability to fully participate in the implementation of the Final Agreement.

5.5 The negotiation of a substantive issue does not commit any of the Parties to conclude an agreement on that issue, or any component of that issue.

5.6 The Parties agree that entering into the Treaty process does not preclude resolution in other venues of other issues.

5.7 The question of which issues are to receive constitutional protection and which issues are not to receive constitutional protection, will be addressed prior to the conclusion of an Agreement in Principle.

## **6 Negotiation Process**

6.1 The Chief Negotiators will be responsible for the conduct and co-ordination of the negotiations.

6.2 Negotiations will be conducted at a Main Table Negotiation Table (the "Main Table"). The Main Table will be responsible for:

- a) Managing the negotiation process, including the development of work plans and the setting of priorities;
- b) Negotiating and, where an agreement is reached, concluding an Agreement in Principle and a Final Agreement;
- c) Implementing and managing the "Haisla Nation Treaty Process Openness Protocol";
- d) Implementing detailed procedures consistent with this Agreement to guide the Parties during Agreement-in-Principle negotiations as outlined in the document entitled "Haisla Stage 4 Procedures Agreement";
- e) Establishing working group side tables and other processes, as agreed; and
- f) Implementing dispute resolution mechanisms, as agreed.

6.3 The Parties:

- a) Acknowledge that some issues listed in Section 5.1 may require resolution on a regional and/or provincial basis;
- b) Will determine what issues in Section 5.1 may be dealt with on a regional basis, or on a Provincial basis; and
- c) Will develop a process for dealing with those issues on a regional or provincial basis as agreed.

6.4 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 initialling a Sub-agreement.

6.5 Once they have initialled 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.

6.6 Any Chief Negotiator may request that any initialled Sub-agreement or Agreement-in-Principle may be reconsidered for amendment. The initialled Sub-agreement or Agreement-in-Principle may only be amended by agreement in writing of the Chief Negotiators.

6.7 The Chief Negotiators will signify their agreement to an Agreement-in-Principle by initialling it and they will recommend the completed Agreement in Principle to their respective Party for ratification.

6.8 If the Agreement-in-Principle is ratified by all of the Parties, 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 upon the Agreement-in-Principle.

## **7 Overlapping Claims**

7.1 The Haisla Nation is committed to resolving any Overlaps within the Territory and shall provide regular reports on the status of overlap claims to the Main Table. The Parties acknowledge that, in accordance with recommendation eight of the British Columbia Claims Task Force Report: "First Nations resolve issues relating to overlapping traditional territories among themselves."

## **8 Government Programs**

8.1 During the negotiation process, the Haisla Nation will continue to enjoy the same rights and benefits as any other 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 Interpretation**

9.1 Nothing in this Agreement is intended to define, create, recognize, deny, or amend any of the enforceable or binding rights of the Parties.

9.2 This 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.

9.3 This Agreement and the negotiations leading up to, or carried on pursuant to, this Agreement are without prejudice to any legal positions that have been, or may be taken by the Parties in any Court proceeding, process, or otherwise, and shall not be construed as an admission of fact or liability in any such proceeding or process.

9.4 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.

## **10 Amendments**

10.1 Except as provided for in section 5.2, this agreement may only be amended by agreement of the Parties in writing.

## **11 Approval of this Agreement**

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

11.2 If this Agreement is approved by the Parties, the Parties will signify their approval of this Agreement by signing it.

11.3 The Chief Councillor of the Haisla Nation is authorized to sign this Agreement on behalf of the Haisla Nation.

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

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

## **12 Suspension of Negotiations**

12.1 While all of the Parties are committed to the six stage B.C.T.C. process, any of the Parties may suspend the negotiations contemplated by this Framework Agreement by providing written notice which sets out the reasons for suspension and the date that the suspension commences, to the other Parties and to the B.C.T.C.

12.2 If a Party suspends negotiations, the Parties shall, whenever possible, make all reasonable efforts to enter into appropriate methods of dispute resolution, including referring the matter to the B.C.T.C.. Where appropriate, these efforts will be made prior to the suspension; otherwise these efforts will be made as soon as practicable after the suspension.

Signed on behalf of the Haisla Nation:

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Robert Robinson, Chief Councillor

Signed on behalf of Her Majesty the Queen in Right of Canada:

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The Honourable Ronald A. Irwin  
Minister of Indian Affairs and Northern Development

Signed on behalf of Her Majesty the Queen in Right of British Columbia:

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The Honourable John Cashore  
Minister of Aboriginal Affairs