

TSLEIL WAUTUTH NATION FRAMEWORK AGREEMENT

This Framework Agreement, dated the 5th day of March, 1997.

BETWEEN:

THE TSLEIL WAUTUTH NATION , also known as the Burrard Indian Band, as represented by the Chief and Council ("TSLEIL WAUTUTH 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 Tsleil Waututh Nation asserts that it has aboriginal title, rights, interests and jurisdiction over the Tsleil Waututh Nation Traditional Territory.

B.British Columbia enters these treaty negotiations to negotiate a future relationship among the Parties and without making any admissions regarding jurisdiction, aboriginal title, rights, interests or the inherent right to self-government.

C.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.

D.The Tsleil Waututh Nation has never signed a treaty or land claims agreement with respect to all or any portion of the Tsleil Waututh Nation Traditional Territory.

E.The Parties wish to achieve clarity and certainty regarding ownership, use of lands and resources, jurisdiction, aboriginal rights and title and the inherent right to self-government through the treaty negotiation process.

F. The Parties are committed to negotiating in good faith with mutual respect and sincerity to realize a fair and just treaty.

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS

1.1 "Agreement-in-Principle" means the agreement approved and signed by the Parties, at the end of Stage Four of the British Columbia Treaty Commission process which is comprised of various Sub-agreements, and other provisions as agreed.

1.2 "BCTC" means the British Columbia Treaty Commission.

1.3 "BCTC Agreement" means the British Columbia Treaty Commission Agreement dated September 21, 1992.

1.4 "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.

1.5 "Chief Negotiator" means the negotiator appointed by each of the Parties for the treaty negotiations.

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

1.7 "Overlap" means a geographic area within the Tsleil Waututh Nation Traditional Territory claimed by First Nations other than Tsleil Waututh Nation.

1.8 "Openness Protocol" means the document entitled Openness Protocol for Framework and Agreement-in-Principle Negotiations among the Tsleil Waututh Nation, Canada and British Columbia.

1.9 "Sub-Agreement" means an agreement initialled by the Chief Negotiators on a substantive issue or issues as set out in Section 6.1 of this Framework Agreement.

1.10 "Tsleil Waututh Nation Traditional Territory" means that geographic area generally identified by the Tsleil Waututh Nation as its traditional territory on the map attached to the Tsleil Waututh Nation Statement of Intent filed with the BCTC.

2. PURPOSE OF THE FRAMEWORK AGREEMENT

2.1 The purpose of this Framework Agreement is to guide the conduct of negotiations among the Parties and to set forth the substantive issues, process and timing to complete the Agreement-in-Principle.

3. SCHEDULING AND TIMING

3.1 The Parties agree to negotiate in good faith with the intention of concluding an Agreement-in-Principle within twenty-four to thirty-six months from the date this Framework Agreement is signed. The Parties will address in the Agreement-in-Principle a timetable for completing the Final Agreement.

4. PARTIES

4.1 The only parties to the negotiations and resulting agreements including the Agreement-in-Principle and Final Agreement will be the Tsleil Waututh Nation, Canada and British Columbia.

5. INTERIM MEASURES

5.1 The Parties have accepted all of the recommendations of the British Columbia Claims Task Force Report including 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".

6. SUBSTANTIVE ISSUES FOR NEGOTIATION

6.1 The Parties are committed to negotiate the following substantive issues with the intention of concluding an Agreement-in-Principle. This list is not intended to be exhaustive and issues may be added or amended by agreement in writing of the Chief Negotiators.

a.General

1.constitutional protection

2.ratification

3.eligibility and enrollment

4.amendment procedures

5.certainty and finality

6.dispute resolution

b.Governance and Jurisdiction

1.structure

2.law making and authority

3.intergovernmental relationships

4.programs and services

c.Financial

1.financial component

i.quantum

ii.method of payment

2.fiscal arrangements

3.taxation

4.economic development

5.resource revenues

d.Culture, Heritage and Language

e.Land and Water

1.land selection and tenure

2.access

3.land-use planning

4.environmental assessment

5.ecosystem management, rehabilitation and protection

6.parks and other protected areas

7.foreshore

8.marine and freshwater

f.Indian Arm area

g.Resources

1.non-renewable (including subsurface rights and ownership)

2.renewable (including rights and ownership) - fish and marine resources - forest resources - wildlife resources and protection

3.allocation

4.management and conservation

h.Implementation

i.Airspace

6.2 The inclusion and negotiation of a substantive issue in section 6.1 does not commit any of the Parties to conclude an agreement on that issue or any component of that issue.

6.3 The Chief Negotiators may agree that any substantive issue, or any component of that issue, may be more appropriately dealt with in a different context through separate negotiations and agreements outside the treaty process.

6.4 The issue of constitutional protection, as it applies to all substantive issues, including Tsleil Waututh Nation governance, will be addressed prior to concluding an Agreement-in-Principle.

7. NEGOTIATION PROCESS

7.1 Negotiations will be conducted at a main table to which each Party will send a Chief Negotiator. The Chief Negotiators will be responsible for the conduct and coordination of the negotiations.

7.2 The Chief Negotiators will be responsible for:

7.2.1 managing the negotiation process, the development of workplans, the setting of priorities and, where the Parties agree, the negotiation of interim measures agreements;

7.2.2 negotiating the Agreement-in-Principle;

7.2.3 implementing and managing the Openness Protocol;

7.2.4 developing and implementing detailed procedures, consistent with this Framework Agreement, to guide the Parties during Agreement-in-Principle negotiations;

7.2.5 establishing side tables, consisting of members of negotiating teams, to explore options for consideration by the main table or to negotiate and make recommendations for consideration by the main table on matters delegated to a side table by the Chief Negotiators;

7.2.6 establishing, by agreement, technical working groups consisting of members of negotiating teams or people with a specialized knowledge of an issue, or both, to conduct joint research and analysis on matters arising at the main table or a side table and develop options for consideration by the main table or the side table, or both;

7.2.7 implementing dispute resolution mechanisms, as agreed.

7.3 Where the negotiation of a substantive issue listed in Section 6.1 results in agreement, the Parties will record it in a Sub-Agreement. The Chief Negotiators will indicate their agreement on the substantive issue by initialling the Sub-Agreement.

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

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

7.6 Any Chief Negotiator may request that any initialled Sub-Agreement or the Agreement-in-Principle be reconsidered and amended, by agreement of the Chief Negotiators in writing, prior to the signing of the Agreement-in-Principle.

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

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

7.9 The Parties agree that substantive issues or elements of substantive issues requiring negotiation on a regional or provincial basis will be identified and negotiated accordingly.

8. APPROVAL OF THE FRAMEWORK AGREEMENT

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

8.2 The Parties will approve this Framework Agreement by signing it.

8.3 The Chief of the Tsleil Waututh Nation is authorized to sign this Framework Agreement on behalf of the Tsleil Waututh Nation.

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

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

9. OVERLAPPING CLAIMS

9.1 The Tsleil Waututh Nation shall resolve any Overlap issues it may have with other First Nations and report back to the main table from time to time regarding the status of its Overlap discussions.

9.2 Where Canada and British Columbia are engaged in negotiations under the BCTC process with First Nations whose traditional territory overlaps with the Tsleil Waututh Nation Traditional Territory, Canada and British Columbia will periodically report to the Main Table on the status of those negotiations.

10. NEGOTIATION FUNDING

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

11. GOVERNMENT PROGRAMS

11.1 During the negotiation process, Tsleil Waututh Nation and its members will continue to enjoy the same rights and benefits as any other citizen or organization and will have access to the various programs and services of Canada and British Columbia, including those directed at Aboriginal people and organizations, including Bands as defined in the Indian Act, in accordance with the policies and laws in effect from time to time governing those programs and services.

12. DISPUTE RESOLUTION

12.1 The Parties shall attempt to resolve disputes through mediation or any other appropriate alternate dispute resolution mechanisms. The Parties may ask the BCTC to provide them with or assist them in

obtaining dispute resolution services.

13. SUSPENSION OF NEGOTIATIONS

13.1 Any of the Parties may suspend the negotiations contemplated by this Framework Agreement by providing written notice, which sets out the nature of the suspension, the reasons for the suspension and the date that the suspension commences, to the other Parties and to the BCTC.

13.2 Prior to suspending the negotiations, the Parties will, where appropriate, seek dispute resolution.

14. LEGAL NATURE OF THE FINAL AGREEMENT

14.1 Once in effect, the Final Agreement will constitute a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982.

15. PUBLIC INFORMATION AND OPENNESS

15.1 The Parties recognize the need to provide information to the public on the status of negotiations while at the same time maintaining the integrity of the negotiation process and have signed the Openness Protocol .

16. AMENDMENTS

16.1 Unless otherwise specified, this Framework Agreement may only be amended by agreement of all Parties in writing.

17. INTERPRETATION

17.1 Nothing in this Framework Agreement is to be interpreted as creating, recognizing, denying, or amending any legally enforceable rights.

17.2 The negotiations and all related documents, except for a Final Agreement that is in effect, are without prejudice to the legal position taken by any of the Parties in court proceedings or other matters, and shall not be construed as admissions of fact or liability in any such court proceeding or other matter.

17.3 For greater certainty, the Parties agree that sub-section 17.2 does not determine the enforceability of any treaty related agreement nor the admission of any such agreement in any proceeding to enforce that agreement.

IN WITNESS WHEREOF the Parties hereby execute this Framework Agreement this 5th day of March, 1996

**SIGNED on behalf of the TSLEIL WAUTUTH NATION:
Chief Leonard George Chief, Tsleil Waututh Nation**

**SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA:
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:
The Honourable John Cashore Minister of Aboriginal Affairs**