

Esketemct First Nation

TREATY FRAMEWORK AGREEMENT

THIS Agreement is dated December 10, 1997

BETWEEN:

THE ESKETEMC (known as ALKALI LAKE INDIAN BAND) represented by the Chief of the Esketemc ("Esketemc")

AND

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

(Collectively the "Parties")

BACKGROUND

- A. Esketemc asserts that they are descendants of the Secwepemc (Shuswap) Tribe, that they have Aboriginal title and rights to all land and water resources in the Territory, and that they have never surrendered, ceded or sold all or any of their Aboriginal title or rights to the Crown in Right of Canada or to the Crown in Right of British Columbia.
- B. The Constitution Act, 1982, recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada. Treaty rights include rights that now exists by way of land claims agreements or that may be so acquired.
- C. The Parties wish to negotiate a treaty that will provide clarity and certainty regarding governance and jurisdiction, ownership and use of lands and resources in the Territory.
- D. The Parties have agreed to enter into treaty negotiations within the framework of the Constitution of Canada and in accordance with the BCTC Process.
- E. The Parties are committed to negotiate an Agreement-in-Principle in accordance with their respective policies; however, the policies of any one Party do not limit or restrict the positions that the other two Parties may take.

The Parties agree as follows:

1. DEFINITIONS

1.1 "**Agreement-in-Principle**" means the agreement signed by the Parties at the end of Stage 4 of the BCTC Process, and is comprised of various Sub-Agreements and other provisions as agreed.

1.2 "**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 British Columbia Treaty Commission (BCTC) Agreement dated September 21, 1991.

1.3 "**Chief Negotiator**" means the negotiator appointed by each of the Parties for the Treaty Negotiations contemplated by the BCTC Process.

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

1.5 "**Main Table**" means the primary table at which negotiations are conducted and at which each Party is represented by its Chief Negotiator or designate(s).

1.6 "**Overlap**" means a geographic area within the Territory which is claimed by a First Nation other than the Esketemc.

1.7 "**Sub-Agreement**" means the Agreement on the substantive issue or issues set out in Section 5.1, initialed by the Chief Negotiators, and which will become a part of the Agreement-in-Principle .

1.8 "**Territory**" means that geographic area identified by Esketemc as its traditional territory on the map attached to the Esketemc Statement of Intent filed with the British Columbia Treaty Commission.

2. PURPOSE

2.1 The purpose of this Agreement is to guide the conduct of negotiations among the Parties and set out the substantive issues, process and timing required to complete the Agreement-in-Principle stage of the BCTC Process.

3. SCHEDULE AND TIMING

3.1 The Parties will negotiate with the intention of concluding an Agreement- in-Principle within 48 to 60 months of the signing of this Agreement based on an agreed upon workplan.

4. PARTIES

4.1 The Parties to the negotiations and to the Agreement-in-Principle will be Esketemc, Canada and British Columbia.

5. SUBSTANTIVE ISSUES FOR TREATY NEGOTIATIONS

5.1.1 Culture, Heritage and traditional resources including access to, conservation of, and protection for:

5.1.1.1 Artifacts

5.1.1.2 Food, medicine and clothing

5.1.1.3 Heritage and sacred sites;

5.1.2 Land, including reserve land;

5.1.3 Benefits arising from reserve system;

5.1.4 Resources including but not limited to:

5.1.4.1 Resource revenue

5.1.4.2 Fisheries and aquatic resources

5.1.4.3 Forestry including flora

5.1.4.4 Wildlife

5.1.4.5 Water

5.1.4.6 Non-renewable resources including sub-surface resources;

5.1.5 Parks and protected areas;

5.1.6 Environmental management, assessment and protection;

5.1.7 Local communications and transportation;

5.1.8 Access;

5.1.9 Esketemc governance including but not limited to:

5.1.9.1 powers/jurisdiction and authority

5.1.9.2 structures and system of government

5.1.9.3 fiscal arrangements

5.1.9.4 programs and services including remedial cultural and social programs, standards and authorities to deliver programs and services;

5.1.10 Intergovernmental relations;

5.1.11 Third party and public interests;

5.1.12 Financial component, including cash and other considerations;

5.1.13 Economic development;

5.1.14 Taxation;

5.1.15 Eligibility and enrollment;

5.1.16 Approval and ratification;

5.1.17 Amendment;

5.1.18 Dispute resolution;

5.1.19 Certainty;

5.1.20 Implementation.

5.2 The inclusion of substantive issues in Section 5.1 does not commit any of the Parties to conclude an agreement on that issue and is not intended to pre-determine any outcome. Any Party may bring to the table items or elements within each of these substantive issues which are relevant to the topic for discussion and negotiation.

5.3 The Chief Negotiators may, by agreement in writing, amend the list of substantive issues for treaty negotiation as set out in Section 5.1.

5.4 The Chief Negotiators may agree that any substantive issues, or any part of a substantive issue identified in Section 5.1, may be more appropriately dealt with outside the treaty negotiation process.

5.5 The Parties acknowledge that some issues listed in Section 5.1 may require resolution on a regional

and/or provincial basis. The Parties will determine what issues in Section 5.1 may be dealt with on a regional or province-wide basis and will develop processes for negotiating those issues during the Agreement-in-Principle negotiations.

5.6 The issue of constitution protection, as it applies to the various provisions negotiated on each substantive issues for negotiations, will be addressed prior to the conclusion of an Agreement-in-Principle.

6. NEGOTIATION PROCESS

6.1 Negotiations will be conducted at a Main Table.

6.2 The Chief Negotiators will be responsible for:

6.2.1 The conduct and coordination of negotiations at the Main Table and at other venues;

6.2.2 Managing the negotiations process including developing work plans and setting of priorities;

6.2.3 Establishing side tables, technical working groups, and other processes;

6.2.4 Implementing the "Information sharing Principles, Negotiations Procedures and Openness Protocol" referred to in this agreement;

6.2.5 Implementing dispute resolution mechanisms.

6.3 The Parties will record the results of each negotiation of a substantive issues in a Sub-Agreement. The Chief Negotiators will signify their agreement by initialing that Sub-Agreement.

6.4 Once they have initialed all of the Sub-Agreement, the Chief Negotiators will negotiate an Agreement-in-Principle by consolidating the Sub- Agreements and amending necessary provisions, as agreed.

6.5 The Chief Negotiators will signify their agreement on an Agreement-in- Principle by initialing it and will recommend the completed Agreement- in-Principle to their respective Parties for approval.

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

6.7 The Parties will approve the Agreement-in-Principle by signing it.

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

7. OVERLAPS

7.1 Esketemc will make best efforts to resolve any Overlaps, and report regularly on the status of Overlap discussions to the Main Table.

7.2 As set out in the BCTC procedures, it is expected that Overlaps will be resolved during Stage 4 or earlier if possible.

7.3 If a lack of resolution related to Overlaps is found to be interfering with the successful conclusion of the negotiation, Esketemc may consider options to resolve the Overlap issues.

8. INTERPRETATION

8.1 This Agreement and any Agreement-in-Principle which may flow from it, are not intended to constitute a treaty or a land claims agreement within the meaning of Section 25 and 35 of the Constitution Act, 1982.

8.2 A Final Agreement, once in effect, is intended to be a treaty and is intended to constitute a land claims agreement within the meaning of Section 25 and 35 of the Constitution Act, 1982.

8.3 The treaty negotiations and all related documents, except for a Final Agreement that is in effect, are without prejudice to the position of the Parties in any proceedings before a court or other forum and are not intended to be construed as admissions of fact or liability.

8.4 This Framework Agreement does not create, recognize, affirm, deny or amend any legally enforceable rights.

9. APPROVAL OF THIS AGREEMENT

9.1 The Chief Negotiators, by initialing this Agreement, signify their intention to recommend it to the Parties for their approval.

9.2 The Parties will approve this Agreement by signing it.

9.3 The Chief of Esketemc is authorized to sign this Agreement on behalf of Esketemc.

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

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

10. DISPUTE RESOLUTION

10.1 The Parties are committed to resolving disputes which may arise in the course of these negotiations and may utilize appropriate dispute resolution mechanisms.

10.2 The Parties may ask the BCTC to assist in the resolution of disputes among the Parties.

11. SUSPENSION OF NEGOTIATIONS

11.1 Any Party may suspend the negotiations contemplated by this Agreement and will provide written notice, which sets out the reasons for suspension and the date the suspension commences, to the other Parties and to the BCTC.

11.2 If any Party suspends negotiations, the Parties will, whenever possible, make all reasonable efforts to enter into appropriate method of dispute resolution including, upon agreement, referring the matter to the BCTC or an independent dispute resolution body, Where appropriate, these efforts will be made prior to the suspension, otherwise, these efforts will be made as soon as practicable after the suspension.

12. INTERIM MEASURES

12.1 The Parties may negotiate interim measures agreements during the treaty negotiations when an interest is being affected which could undermine the process.

12.2 British Columbia is committed to negotiating interim measures in a manner pursuant to its policies. British Columbia's interim measures policy will not limit or restrict positions that the other Parties may take.

13. GOVERNMENT PROGRAMS

13.1 During the negotiation process, the members of Esketemc will continue to enjoy the same rights and benefits as any citizen of Canada and resident of British Columbia and will have access to the various program 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.

14. INFORMATION SHARING, OPENNESS, THIRD PARTY AND PUBLIC INTERESTS

14.1 The Parties recognize the need to share information during negotiations, provide information to the public on the negotiation process and to consult with those whose interests may be directly affected by the negotiations. For this purpose, the Parties negotiated an Information Sharing Principles, Negotiation Procedures and an Openness Protocol Agreement, dated August 1, 1996, to guide the Chief Negotiators during these negotiations.

15. AMENDMENTS

15.1 Except as provided in Sub-section 5.3, this Agreement may only be amended by agreement of the Parties in writing.

SIGNED on behalf of Esketemc

Marilyn Belleau
Chief of Esketemc

SIGNED on behalf of Her Majesty the Queen in Right of Canada

The Honourable Jane Stewart
Minister of Indian Affairs and Northern Development

SIGNED on behalf of Her Majesty the Queen in Right of British Columbia

The Honourable John Cashore Witness
Minister of Aboriginal Affairs