

OWEEKENO NATION TREATY FRAMEWORK AGREEMENT

This Framework Agreement is dated March 13 ,1998

BETWEEN:

OWEEKENO NATION

as represented by **Oweekeno Nation Council**
("the Oweekeno 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")

WHERE AS:

- A. The *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the Aboriginal people of Canada, including treaty rights that may be acquired.
- B. The Oweekeno Nation asserts that the Oweekeno have been the original people within the Territory since time immemorial with aboriginal rights, title, ownership, jurisdiction, and the inherent right to govern themselves.
- C. Canada and British Columbia enter into these negotiations as a recommended by the British Columbia Claims Task Force without making any admissions regarding aboriginal rights, title, ownership, jurisdiction or the extent of the Territory.
- D. The Oweekeno Nation has never signed a treaty or land claim agreement with the British Crown, Canada or British Columbia.

E. The Parties are committed to negotiating a treaty in accordance with the BCTC Process.

F. The Parties are committed to conducting negotiations on the basis of a government-to- government relationship within the framework of the Constitution of Canada. For greater certainty:

- Canada is committed to negotiations self-government under its inherent right policy as it may be amended from time to time;
- The Oweekeno Nation will approach treaty negotiation from the perspective that the inherent right to self-government is an existing aboriginal right and that the negotiations will create treaty rights within section 35 of the Constitution Act, 1982; and
- The perspective of each Party on self-government will not limit or restrict the positions that the other Parties may take on self-government.

G. The Parties seek to achieve certainty by negotiating and implementing a treaty that will accommodate and reconcile the interests of the Parties and that will establish the foundation for a new and ongoing relationship based on mutual benefit, respect and understanding. During the Agreement-In-Principle negotiations, the Parties will address the method by which certainty will be achieved. Furthermore, the Parties seek to provide certainty with respect to ownership and use of lands and resources and clarity with respect to jurisdiction and governance arrangements.

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**" means the British Columbia Treaty Commission.

1.3 "**BCTC Agreement**" means the British Columbia Treaty Commission Agreement executed by the First Nations Summit, Canada and British Columbia 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(s)**" mean(s) the negotiator(s) or designate(s) appointed by each of the Parties for the Oweekeno Nation Treaty Negotiations which will be conducted in accordance with the BCTC Process.

1.6 "**Final Agreement**" means the agreement signed and ratified by the Parties at the end of Stage 5 of

the BCTC Process.

1.7 "**Main Table**" means the table at which the Oweekeno Nation treaty negotiations are conducted and at which each Party is represented by its Chief Negotiator(s) or their discussions.

1.8 "**Overlap**" means a geographic area within the Territory which is claimed by a First Nation, whether participating in the BCTC Process or not, other than the Oweekeno Nation.

1.9 "**Oweekeno Nation**", for the purposes of this agreement, has been accepted as a First Nation by the BCTC and is referred to in the First Nation Negotiation support Agreement with the BCTC as the Oweekeno Indian Band.

1.10 "**Sub-Agreement(s)**" mean(s) the agreement(s) initialed by the Chief Negotiators on a substantive issue listed in section 5.1 of this agreement.

2. PURPOSE

2.1 The purpose of this Agreement is to guide the conduct of negotiations that are fair, efficient, effective and orderly, that respect the interests of the Parties and that lead to completion of the Agreement-in-Principle stage of the BCTC Process.

This agreement guides the approach to and the process for negotiations among the Parties; identifies, without restricting, the scope of negotiations; and establishes an agenda and timetable for the negotiations.

3. SCHEDULE AND TIMING

3.1 The Parties will negotiate with the intention of concluding an Agreement-in-Principle within 36 (thirty-six) to 60 (sixty) months of the signing of this Agreement. This time frame may be varied by agreement of the Chief Negotiators as part of the ongoing work planning process. Any extension of the agreed upon time frame will not detract from the commitment of the Parties to conclude an Agreement-in-Principle as soon as practical.

4. PARTIES TO THE AGREEMENT-IN-PRINCIPLE AND FINAL AGREEMENT

4.1 The Parties to the negotiations, the Agreement-in-Principle and the Final Agreement are the Oweekeno Nation, Canada and British Columbia.

5. SUBSTANTIVE ISSUES FOR NEGOTIATION

5.1 The Parties are committed to negotiating the following substantive issues with the intention of concluding an Agreement-in-Principle. This list of issues is not intended to be exhaustive or restrictive

and each of the Parties may raise a broad range of topics for negotiation under each issue.

5.1.1 Amendment

5.1.2 Application of the Indian Act

5.1.3 Certainty

5.1.4 Culture, Heritage and Language including:

- archaeological sites and properties
- grave sites
- spiritually significant sites
- place names
- use and ownership of cultural property

5.1.5 Dispute resolution processes

5.1.6 Economic development

5.1.7 Eligibility, enrollment and ratification

5.1.8 Environmental assessment, protection and management

5.1.9 Fiscal arrangements including

- taxation
- financial settlement
- resource revenue sharing

5.1.10 Implementation

5.1.11 Intergovernmental relations

5.1.12 Land including

- access

- expropriation

- quantum

- Oweekeno reserve lands

- selection

- tenure

5.1.13 Land use planning and management including use and occupation of airspace

5.1.14 Non-renewable resources including

- aggregates

- gas

- minerals (precious and non-precious)

- oil

5.1.15 Off-shore resources and ocean management

5.1.16 Oweekeno governance including

- institutions and structures

- jurisdictions and authorities

- transitional provisions

5.1.17 Rights and interests within the Territory

5.1.18 Parks and protected areas

5.1.19 Renewable resources including

-fish and marine resources

-flora

-forests

-wildlife

-water

5.2 The Parties are committed to negotiate in conjunction with the Final Agreement an implementation plan that addresses:

-dispute resolution

-funding

-consultation with the Oweekeno Nation on the development of settlement legislation

-requirements for legislative change

-timing and process

-opportunities to enhance the Oweekeno Nation's ability and capacity to participate fully in the implementation of the Final Agreement.

5.3 The negotiation of a substantive issue listed in section 5.1 does not commit any of the Parties to conclude an agreement on that issue, or any component of that issue.

5.4 The Chief Negotiators may, by agreement in writing, amend the list of substantive issues for negotiations set out in section 5.1

5.5 Identification by the Parties of the substantive issues outlined in section 5.1 will not be used by any Party during Agreement-in-Principle negotiations so as to limit the scope of negotiations.

5.6 The Parties agree that there may be substantive issues or elements of substantive issues that require regional and/or provincial discussions and/or negotiations.

5.6.1 For greater certainty, inclusion of the results of such discussions and/or negotiations in the Agreement-in-Principle will be in accordance with this Agreement.

5.6.2 The determination of the need for and the approach to dealing with any substantive issue or element thereof pursuant to this section will be addressed by the Parties during Agreement-in- Principle negotiations.

5.7 Prior to the commencement of negotiations on any substantive issue, the Chief Negotiators will exchange information on the interests of their respective Parties in that issue, which may include a discussion of the fiduciary relationship between the Oweekeno Nation and the Crown. The Parties acknowledge that the Oweekeno Nation may raise, during a discussion of its interests, the implications for the Oweekeno Nation of the application for the Constitution Act, 1982, including the Charter of Rights and Freedoms.

5.8 The issue of the constitutional protection of matters negotiated will be addressed prior to the conclusion of an Agreement-in-Principle.

6. NEGOTIATION PROCESS

6.1 Negotiations will be conducted at the Main Table.

6.2 The Chief Negotiators will be responsible for the conduct and coordination of negotiations including:

6.2.1 The development of work plans and the setting of priorities and Main Table agendas;

6.2.2. Establishing working groups, side tables and other processes, as required;

6.2.3 Implementing the "Information Sharing Principles for Oweekeno Treaty Negotiations" agreement;

6.2.4 Implementing detailed procedures, consistent with this Agreement, to guide the Parties during the negotiations.

6.3 The results of each negotiation of a substantive issue will be recorded in a Sub-Agreement. The Chief Negotiators will signify their agreement on a substantive issue by initialing the Sub-Agreement.

6.4 Any Chief Negotiators shall signify their agreement to the change(s) by initialing the amended Sub-Agreement or Agreement in Principle.

6.6 Once they have initialed all of the Sub-Agreements, the Chief Negotiators will take the necessary steps to complete a draft Agreement- in Principle by consolidating all Sub-Agreements and any other provisions as agreed.

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

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

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

7. OVERLAPS

7.1 The Oweekeno Nation shall seek to resolve Overlap claims to the Territory and periodically report on the status of those discussions to the Main Table.

7.2 If the process to resolve Overlap claims is not successful, or is interfering with the successful conclusion of negotiations, the Oweekeno Nation will consider other options to resolve the matter, including seeking assistance from the BCTC.

7.3 Where Canada and British Columbia are engaged in active negotiations under the BCTC Process with First Nations bordering the Territory, Canada and British Columbia will periodically report to the Main Table on the status of those negotiations.

8. NEGOTIATION FUNDING

8.1 Each Party will be responsible for obtaining funding for its participation in the BCTC Process. The Parties acknowledge the following recommendation of the British Columbia Claims Task Force:

11. The First Nation, Canadian and British Columbian negotiating teams be sufficiently funded to meet the requirements of the negotiations.

9. INTERPRETATION

9.1 This Framework Agreement is not legally binding and is not intended to create, recognize, affirm, deny or amend any of the rights or obligations of the Parties.

9.2 Neither this Framework Agreement nor any of the rights or obligations of the Parties.

9.3 The Final Agreement, once in effect will be a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

9.4 The treaty negotiations and all related documents, except for a Final Agreement that is in effect, are without prejudice to the Parties, including the legal positions taken by any of the Parties in court proceedings or any other forum.

9.4.1 No statement made or document prepared by one or more of the Parties for the purpose of treaty negotiations shall be constructed as an admission of fact or liability in court proceedings or any other forum.

9.4.2 For greater certainty, the Parties agree that clause 9.4 does not determine the enforceability of any agreement related to this Framework Agreement or the admissibility of any such agreement in any proceedings to enforce that agreement.

10. APPROVAL OF THIS AGREEMENT

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

10.2 The Parties will approve this Agreement by signing it.

10.3 The Council for the Oweekeno Nation is authorized to sign this agreement on behalf of the Oweekeno Nation.

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

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

11. AMENDMENTS

11.1 Except where otherwise provided, this Agreement will only be amended by agreement of the Parties in writing.

12. DISPUTE RESOLUTION

12.1 The Parties will attempt to resolve disputes which may arise in the course of treaty negotiations.

12.2 In the event the Parties reach an impasse in the negotiations, the BCTC may be invited to provide advice and assistance in dispute resolution.

13. SUSPENSION OF NEGOTIATIONS

13.1 While each of the Parties is committed to the BCTC Process, any of the Parties may suspend the negotiations anticipated by this Agreement by providing written notice to the BCTC and the other Parties which sets out the reasons for suspension and the date the suspension commences.

13.2 Prior to suspension of negotiations, and where the Parties agree, reasonable efforts will be made to enter into a dispute resolution process. Otherwise, where appropriate, these efforts will be made as soon as practicable after the suspension.

14. INTERIM MEASURES

14.1 The Parties acknowledge the following recommendations made by British Columbia Claims Task Force 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.

14.2 At the commencement of Stage 4 Agreement-in-Principle negotiations, the Parties will review the Oweekeno interim measures proposal submitted to Canada and British Columbia in March, 1996 with the intent of implementing a process and time frame for the negotiation of interim measures.

15. ELIGIBILITY FOR GOVERNMENT PROGRAMS

15.1 This agreement will not prevent the Oweekeno from enjoying the same rights and benefits as any citizen of Canada and resident of British Columbia, nor from having 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.

SIGNED on behalf of the **OWEEKENO NATION** on this 26 day of Jan. 1998 by:

Lloyd Wilson

Original signed by:

Chief Frank Johnson Oweekeno nation
Councillor Louisa Morris Oweekeno Nation
Councillor Frank Hanuse, Sr. Oweekeno Nation

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** on this 13 day of March 1998 by: A. Wheeler, Witness

Original signed by: The Honourable Jane Stewart, Minister of Indian Affairs

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA** on this 13 day of March 1998 by: Ingrid Fee

Original signed by: The Honourable John Cashore, Minister of Aboriginal Affairs