

# Sliammon First Nation Treaty Framework Agreement

**This agreement is dated May 27, 1996.**

**BETWEEN:**

The Sliammon Indian Band  
as represented by Chief and Council  
("Sliammon First 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 Parties are committed to negotiating a treaty in accordance with the British Columbia Treaty Commission ("BCTC ") Process and have met BCTC requirements to commence Framework negotiations.
- B. The Parties acknowledge the importance of providing public access to the treaty process while recognizing the need to conduct effective negotiations; and consequently the Parties have provided for public access to, and information on, the process in an agreement referred to as the "Protocol Regarding the Openness of the Sliammon Indian Band Treaty Process".
- C. 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 exist by way of land claims agreements or that may be so acquired.
- D. By negotiating a treaty, the Parties seek to achieve clarity with respect to the future relationship

between the Parties, the jurisdiction and authority of their respective governments, and ownership and use of land and resources within the Territory.

## **1. DEFINITIONS**

### 1.1

"Agreement-in-Principle" means the agreement approved and signed by the Parties at the end of Stage 4 of the BCTC Process.

### 1.2

"BCTC Agreement" means the B.C. Treaty Commission Agreement dated September 21, 1992 and signed by Canada, British Columbia, and the First Nations Summit.

### 1.3

"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.

### 1.4

"Chief Negotiator" means the negotiator appointed by each of the Parties for the treaty negotiations contemplated by the BCTC Process, and their designated alternates.

### 1.5

"Final Agreement" means the agreement formally ratified and signed by the Parties at the end of Stage 5 of the BCTC Process and brought into effect.

### 1.6

"First Nation" means an aboriginal governing body, however organized and established by aboriginal people within their traditional territory in British Columbia.

### 1.7

"Main Table" means the table at which negotiations are conducted and at which each Party is represented by its Chief Negotiator.

### 1.8

"Overlap" means a geographic area within the Territory which another First Nation has also asserted as its traditional territory.

### 1.9

"Sub-Agreement" means an agreement initialled by the Chief Negotiators on a substantive issue or issues as set out in Section 5.

### 1.10

"Territory" means the geographic area asserted by Sliammon First Nation as its traditional territory on the map attached to the Sliammon First Nation Statement of Intent filed with the BCTC.

## **2. PURPOSE**

### **2.1**

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

## **3. SCHEDULING AND TIMING**

### **3.1**

The Parties will negotiate with the intention of concluding an Agreement-In-Principle within 24 to 36 months of the signing of this Agreement.

## **4. PARTIES TO THE AGREEMENT-IN-PRINCIPLE**

### **4.1**

The Parties to the Agreement-in-Principle will be Sliammon First Nation, Canada, and British Columbia.

## **5. SUBSTANTIVE ISSUES FOR NEGOTIATION**

### **5.1**

A list of the subjects which the Parties intend to address in the negotiations is set out below:

- Jurisdiction
- Governance
- Lands including parks, protected areas, and land use planning
- Land selection and Tenure
- Natural Resources including water, forests, fish, sub-surface, and wildlife
- Environmental issues
- Resource revenues
- Eligibility and enrolment
- Approval and Ratification
- Economic development
- Culture and Heritage
- Access
- Taxation
- Financial component of the settlement
- Fiscal Arrangements
- Dispute resolution

- Third party and Public interests
- Certainty
- Implementation
- Amendment procedures
- Intergovernmental relations

## 5.2

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.

## 5.3

The list in Section 5.1 is not intended to be exhaustive, and the Chief Negotiators may, by agreement in writing, amend the list.

## 5.4

The Chief Negotiators may agree that a substantive issue or elements of a substantive issue may be more appropriately dealt with in a different manner or outside the treaty negotiation process, and will amend the list of substantive issues accordingly.

## 5.5

The Parties agree that some issues for negotiation, or elements of those issues, may require negotiation on a provincial, regional, or local basis.

## 5.6

The Parties agree to identify which issues or elements of those issues may require negotiation on a provincial and/or regional basis and to identify a process for those negotiations.

## 5.7

The issue of constitutional protection, as it applies to the various subject matters of negotiation, will be negotiated prior to conclusion of an Agreement-in-Principle.

## **6. NEGOTIATION PROCESS**

### 6.1

The Chief Negotiators will be responsible for the conduct and coordination of negotiations.

### 6.2

Negotiations will be conducted at the Main Table. The Main Table will be responsible for:

#### 6.2.1

Managing the negotiation process including the development of workplans and the setting of priorities;

#### 6.2.2

Establishing working groups and other processes, as agreed;

#### 6.2.3

Implementing the "Principles For Information Sharing For Sliammon Negotiations."

#### 6.2.4

Implementing the "Protocol Regarding the Openness of the Sliammon Indian Band Treaty Process".

#### 6.2.5

Implementing detailed procedures, consistent with this agreement, to guide the Parties during the Agreement-in-Principle negotiations as outlined in a document entitled "Sliammon Treaty Negotiations Procedures Agreement".

#### 6.2.6

Implementing dispute resolution mechanisms, as agreed; and

#### 6.2.7

Negotiating an Agreement-in-Principle.

### 6.3

Any subject listed in Section 5.1 which is to be included in the Agreement-in-Principle must be negotiated and agreed to by the Parties.

### 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 or deleting necessary provisions.

### 6.6

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

### 6.7

Any Chief Negotiator may request that any initialled, but unsigned, sub-agreement or Agreement-in-Principle be reconsidered and amended.

6.8

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

6.9

After 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. INTERIM MEASURES**

7.1

The Parties may negotiate and enter into interim measures agreements: (a) during treaty negotiations when an interest is being affected which could undermine the process and (b) in order to protect provisions already agreed upon at the negotiation table.

## **8. OVERLAPPING CLAIMS**

8.1

Sliammon First Nation will resolve Overlap issues and will provide regular reports on the status of any overlap to the Main Table.

## **9. NEGOTIATION FUNDING**

9.1

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

9.2

The Parties acknowledge that the Sliammon First Nations' participation in the negotiation process is subject to the continued availability of funding from the BCTC, in accordance with the BCTC process.

## **10. GOVERNMENT PROGRAMS**

10.1

During the negotiation process, the Sliammon First Nation will enjoy any applicable rights and benefits as any 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.

## **11. INTERPRETATION**

11.1

The Parties acknowledge that the BCTC Process is voluntary and not legally binding. Nothing in this

agreement is intended to define, create, recognize, deny, or amend any enforceable rights of the Parties.

#### 11.2

Neither this agreement or any Agreement-in-Principle which may flow from it are intended to constitute a treaty or a land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.

#### 11.3

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.

#### 11.4

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

#### 11.5

For greater certainty, the Parties agree that Section 11.4 does not determine the enforceability of any treaty related agreement, nor the admission of any such agreement in any proceeding to enforce that agreement.

### **12. APPROVAL OF THIS AGREEMENT**

#### 12.1

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

#### 12.2

The Parties will approve this Agreement by signing it.

#### 12.3

The Chief for the Sliammon First Nation is authorized to sign this Agreement on behalf of the Sliammon First Nation.

#### 12.4

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

#### 12.5

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

### **13. DISPUTE RESOLUTION**

13.1

The Parties are committed to resolving disputes which may arise in the course of negotiating the Agreement-in-Principle by utilizing available dispute resolution mechanisms. The Parties may also ask the BCTC to assist in the resolution of disputes amongst the Parties.

**14. SUSPENSION OF NEGOTIATIONS**

14.1

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

**15. AMENDMENTS**

15.1

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

15.2

The Chief Negotiators may, by agreement in writing, amend any protocol or procedural agreement referred to in this Agreement.

Signed on behalf of the Sliammon First Nation

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Chief Denise Smith

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

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The Honourable Ron 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**