

# Teslin Tlingit Framework Agreement

## June 30, 1995

This Transboundary Framework Agreement has been initialled by the Chief Negotiators for the Teslin Tlingit Council, Province of British Columbia and Government of Canada signifying their intention to recommend this Transboundary Framework Agreement for ratification in accordance with section 11 thereof.

Dated June 30, 1995 in the City of Vancouver in the Province of British Columbia.

Dave Joe  
Chief Negotiator, Teslin Tlingit Council

Chris Knight  
Treaty Negotiator, Province of British Columbia

Tim Koepke  
Chief Negotiator, Government of Canada

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## Teslin Tlingit Council Transboundary Framework Agreement

**BETWEEN: TESLIN TLINGIT COUNCIL** as represented by the Chief of the Teslin Tlingit Council (hereinafter referred to as the "Teslin Tlingit Council");

**AND: HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada");

**AND: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA** as represented by the Minister of Aboriginal Affairs (hereinafter referred to as "British Columbia");

being the Parties to this Framework Agreement (hereinafter referred to as "this Agreement").

### WHEREAS:

The Teslin Tlingit Council asserts aboriginal rights, titles and interests with respect to its traditional territory in British Columbia;

the Teslin Tlingit Council wishes to retain, subject to a Transboundary Agreement, the aboriginal rights, titles and interests it asserts with respect to its traditional territory in British Columbia;

the Parties to this Agreement recognize the significant contributions of Teslin Tlingit people and the Teslin Tlingit Council to the history and culture of Canada and northern British Columbia;

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;

the Parties to this Agreement wish to achieve certainty with respect to the authorities of their respective governments and their relationships to each other;

the Parties to this Agreement wish to achieve certainty with respect to the ownership and use of lands and resources of that part of the Teslin Tlingit Council's traditional territory in British Columbia;

the Teslin Tlingit Council, Canada and the Government of the Yukon have signed the Teslin Tlingit Council Final Agreement on May 29, 1993 committing the Teslin Tlingit Council, Canada and the Council for Yukon Indians to work together to negotiate a Transboundary Agreement with British Columbia to resolve the Teslin Tlingit Council's aboriginal claim within its traditional territory in British Columbia;

the Governments of Canada and British Columbia and the First Nations Summit of British Columbia have signed an agreement which established the British Columbia Treaty Commission, which Commission is to facilitate treaty negotiations between the Parties in the Province of British Columbia;

the Teslin Tlingit Council Final Agreement and the Teslin Tlingit Council Self-Government Agreement were given effect by legislation proclaimed on February 14, 1995; and

the Parties desire to establish a process for negotiating a Transboundary Agreement with respect to the land claim in British Columbia of the Teslin Tlingit Council.

## **THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **1.0 Definitions**

## 1.1 In this Agreement:

"BCTC" means the British Columbia Treaty Commission;

"Implementation Plan" means a plan or plans to implement the provisions of the Transboundary Agreement;

"Teslin Tlingit Council" means the Teslin Tlingit Council as recognized in section 9.2 of the Teslin Tlingit Council's Self-Government Agreement entered into by Teslin Tlingit Council, Canada and the Government of the Yukon on May 29, 1993;

"Teslin Tlingit Council Final Agreement" means a Yukon First Nation Final Agreement entered into by Teslin Tlingit Council, Canada and the Government of the Yukon, on May 29, 1993;

"Traditional Territory" means the geographic area identified as the traditional territory of the Teslin Tlingit Council in British Columbia on the map attached as Appendix I;

"Transboundary Agreement" means a final agreement negotiated pursuant to this Framework Agreement and to Chapter 25 of the Teslin Tlingit Council Final Agreement and entered into by Teslin Tlingit Council, Canada and British Columbia.

## 2.0 Purpose

2.1 The purpose of this Agreement is to govern the conduct of transboundary negotiations among the Parties and to set forth the topics which may be included in the Transboundary Agreement, and to set forth the process and timing to complete a transboundary agreement-in-principle and a Transboundary Agreement.

## 3.0 General Provisions

3.1 Except where the Parties otherwise agree, the Teslin Tlingit Council Final Agreement shall provide the basis for the negotiation of the Transboundary Agreement.

3.2 The Transboundary Agreement shall include provisions setting out the process for its ratification by each of the Parties.

3.3 The General Council of the Teslin Tlingit Council has the mandate to ratify this Agreement.

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

3.5 The Minister of Aboriginal Affairs and the Cabinet of the Government of British Columbia have the mandate to ratify this Agreement.

3.6 This Agreement may be amended by mutual agreement of the Parties.

3.7 The Transboundary Agreement shall be a land claim agreement within the meaning of Section 35 of the Constitution Act, 1982.

3.8 The issue of whether provisions concerning Teslin Tlingit Council's self-government shall receive constitutional protection pursuant to Section 35(3) of the Constitution Act, 1982 shall be addressed prior to concluding a transboundary agreement-in-principle.

3.9 Unless the Parties otherwise agree in the Transboundary Agreement, the Transboundary Agreement shall not affect the aboriginal rights, titles and interests of the Teslin Tlingit Council and the Teslin Tlingit people in the Yukon.

3.10 Nothing in this Agreement shall be interpreted as creating, recognizing or denying rights.

3.11 This Agreement, including the negotiations leading up to or carried out pursuant to this Agreement, is without prejudice to any legal positions that have been or may hereafter be taken by any of 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, process or otherwise.

3.12 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 that the suspension commences to the other Parties and to the BCTC.

3.13 The Parties are committed to negotiation rather than litigation. Where a Party chooses to litigate, the other Parties retain the right to determine the appropriateness of conducting further negotiations.

3.14 Nothing in this Agreement shall affect any aboriginal claim, right, title or interest of any other First Nation.

3.15 The Teslin Tlingit Council has the responsibility to resolve overlapping claims with other First Nations which have overlapping claims with the Teslin Tlingit Council.

3.16 Where the Teslin Tlingit Council and the other Party or Parties agree that an interest is being affected which could undermine the treaty negotiation process, the Parties shall consider the negotiation of an interim measures agreement.

3.17 The Provisions of this Agreement supersede the agreement between the Parties entitled "Procedures

for Negotiations and Principles for Information Sharing" dated May 15, 1995 ("the Procedures Agreement"). Upon execution of this Agreement, the Procedures Agreement will be of no further force and effect.

#### **4.0 Topics for Negotiation**

4.1 Subject to sections 4.1.1 and 4.1.2, the topics which the Parties intend to address during the negotiation of a transboundary agreement-in-principle shall be those contained in the table of contents from the Teslin Tlingit Council Final Agreement, a copy of which is attached as Appendix II. For greater certainty, the Parties agree that the inclusion of a topic in Appendix II does not commit any of the Parties to conclude an agreement on that topic.

4.1.1 Topics may be added to the list in Appendix II by any Party.

4.1.2 Topics may be deleted from the list in Appendix II by agreement of the Parties.

4.2 The Chief Negotiators may agree that any topic, or elements of a topic, may require negotiation on a regional or provincial basis.

#### **5.0 Procedures for Negotiation of an Agreement-in-Principle and the Transboundary Agreement**

5.1 Negotiation of a transboundary agreement-in-principle shall begin no later than 30 days after the signing of this Agreement. The Parties shall endeavour to conclude the negotiation of an agreement-in-principle within 8 months of the signing of this Agreement, and shall endeavour to conclude the negotiation of the Transboundary Agreement within 18 months of the signing of this Agreement.

5.2 The Parties shall continue to negotiate the Transboundary Agreement with due diligence and good faith within the stipulated time period and from an agenda mutually established by the Parties.

5.3 The Parties have named Chief Negotiators who will be authorized to initial a transboundary agreement-in-principle and each Party shall endeavour to ensure continuity of personnel throughout the process of negotiations.

5.4 The Parties shall establish a main negotiation table consisting of the Chief Negotiator for each Party.

5.5 The Chief Negotiator may designate another negotiator to act on his/her behalf, and may bring to the negotiation table such other technical and support staff as he/she deems necessary.

5.6 The main table shall be responsible for:

5.6.1 managing the negotiation process;

5.6.2 concluding a transboundary agreement-in-principle and the Transboundary Agreement;

5.6.3 monitoring and coordinating the consultation, communications and openness processes;

5.6.4 establishing working groups, side tables and other issue analysis processes as required;

5.6.5 resolving differences; and

5.6.6 such other matters as the Parties may agree.

5.7 The main table shall develop workplans to manage and monitor its activities.

5.8 Priorities for negotiations shall be determined by the Parties.

5.9 The main table shall meet as necessary in accordance with the workplans.

5.10 Unless the Parties agree otherwise, main table meetings shall be held in the Teslin Tlingit Council's traditional territory in British Columbia or the Yukon.

5.11 Each Party shall be responsible for the production of meeting notes/minutes which each considers necessary for its internal management.

5.12 The main table shall produce a record of each main table meeting which shall identify participants, agenda, decisions, and action items, and shall be circulated within five working days of the main table meeting.

## **6.0 Relationship to the British Columbia Treaty Commission**

6.1 The workplans shall be filed with the BCTC for its information.

6.2 Any Party may call on the BCTC to facilitate negotiations or assist with dispute resolution in accordance with BCTC policies.

## **7.0 Information Sharing**

7.1 The Parties shall seek to create a common information base for use by all the Parties.

7.2 The common information base shall be assembled in a manner that promotes efficiency and

affordability and that reflects the priorities agreed to by the Parties.

7.3 When information which is not available is required, the Parties shall agree on how to obtain that information.

7.4 Any revision to information which has already been shared between the Parties and which becomes available to any of the Parties, shall be shared with the other Parties.

7.5 Subject to sections 7.1 to 7.4, British Columbia and Canada shall share with the Teslin Tlingit Council existing land status maps and those resource inventory and technical assessment materials relating to the Traditional Territory, held by either British Columbia or Canada, which are relevant to the negotiation of the Transboundary Agreement.

7.6 Canada and British Columbia shall seek the cooperation of non-government organizations to provide information which is held by them and which is relevant to the negotiation of the Transboundary Agreement.

## **8.0 Public Information and Consultation**

8.1 The Parties recognize:

8.1.1 the need to provide information to the public on the negotiation process;

8.1.2 the need to obtain a balance between the development of trust among the Parties and the development of public confidence in the negotiation process through continued education, and the flow of information; and

8.1.3 the need to have an open process subject to needs for confidentiality.

8.2 The Parties shall design and participate in the delivery of a public consultation, public information and openness process that shall include the general public, organized social and economic interests, and the media, as set out in the Protocol attached as Appendix III.

8.3 The public consultation and public information process shall not be used by any Party as a means of encouraging support or developing public pressure for a particular negotiating position.

## **9.0 Funding for Negotiations**

9.1 Canada shall make available to the Teslin Tlingit Council adequate resources for the negotiations leading to a Transboundary Agreement in accordance with applicable funding policies of Canada.

## 10.0 Implementation

10.1 The Parties agree that there shall be an Implementation Plan developed by the Parties for the Teslin Tlingit Council Transboundary Agreement.

10.2 The Parties acknowledge the importance of commencing Implementation Plan negotiations during negotiation of the Transboundary Agreement.

10.3 The Parties will address the timing of Implementation Plan negotiations during the negotiation of a transboundary agreement-in-principle. 11.0 Initialling of this Agreement

11.1 Initialling of this Agreement by the Chief Negotiators signifies their intention to recommend it to the Parties for their approval.

**THIS AGREEMENT** made this day \_\_\_\_\_ of at the City of \_\_\_\_\_ in the Province of British Columbia.

Teslin Tlingit Council

Canada

British Columbia

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## APPENDIX I

### MAP OF THE TESLIN TLINGIT COUNCIL TRADITIONAL TERRITORY

Not available electronically

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## APPENDIX II

### Table of Contents from the Teslin Tlingit Council Final Agreement

1. Definitions

2. General Provisions

3. Eligibility and Enrollment
4. Reserves and Land Set Aside
5. Tenure and Management of Settlement Land
6. Access
7. Expropriation
8. Surface Rights Board
9. Settlement Land Amount
10. Special Management Areas
11. Land Use Planning
12. Development Assessment
13. Heritage
14. Water Management
15. Definition of Boundaries and Measurement of Areas of Settlement Land
16. Fish and Wildlife
17. Forest Resources
18. Non-Renewable Resources
19. Financial Compensation
20. Taxation
21. Taxation of Settlement Land
22. Economic Development Measures
23. Resource Royalty Sharing

24. Yukon Indian Self-Government

25. Transboundary Agreements

26. Dispute Resolution

27. Yukon Fish and Wildlife Enhancement Trust

28. Implementation and Training for Settlement Implementation

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## **APPENDIX III**

### **Teslin Tlingit Council Transboundary Agreement Negotiations Protocol Regarding Consultation, Public Information And Openness**

#### **1.0 INTRODUCTION**

1.1 Pursuant to clause 8.2 of the Framework Agreement, the Parties have executed this Protocol in fulfillment of the requirements of that clause.

#### **2.0 OBJECTIVES**

2.1 The objectives of this Protocol are:

- i. to provide public access throughout the treaty process while recognizing the need to conduct effective transboundary agreement negotiations;
- ii. to provide accurate information to the public; and,
- iii. to consult with interested parties throughout the process.

2.2 The Parties agree to meet these objectives through:

- i. consultation with interested parties;
- ii. public information;

- iii. access to negotiation sessions; and,
- iv. access to documents,

as set out in this Protocol.

### **3.0 CONSULTATION**

3.1 Canada and British Columbia are generally responsible for consulting with the non-aboriginal public that may be affected by the outcome of transboundary agreement negotiations.

3.2 Each Party retains the right to engage in its own consultation processes.

### **4.0 PUBLIC INFORMATION**

4.1 The Parties agree to cooperate in conducting a program of public information.

### **5.0 ACCESS TO NEGOTIATIONS**

5.1 While the Parties agree that transboundary negotiation sessions should be as open as possible, they also recognize that negotiation sessions may, at times, need to be closed to observers.

5.2 The Parties agree that public access will generally focus on main table meetings devoted to a general exchange of information on issues, interests and policies or the discussion of matters of a procedural nature. Such access may be achieved by opening these sessions to the general public, representation from interest groups by invitation, broadcast by local television or radio or any combination of the above.

5.3 The Parties will determine whether other sessions are to be open to the public by considering whether attendance at the sessions by individuals other than the negotiating team members would:

- i. increase the effectiveness of the session;
- ii. interfere with the effectiveness of the process; or
- iii. reasonably be expected to prejudice the positions or strategies of the Parties.

5.4 The Chief Negotiators will agree three weeks prior to a negotiating session, where possible, whether that session will be open, either in whole or in part, in accordance with clauses 5.1, 5.2 and 5.3.

### **6.0 ACCESS TO DOCUMENTS**

6.1 The Parties agree that at a minimum, the following documents will be made available to the public, in their final form:

- i. main table meeting agendas;
- ii. lists of undertakings given by each Party at main table meetings;
- iii. periodic reports reviewing the progress of negotiations prepared by the Parties;
- iv. all reports filed with the British Columbia Treaty Commission;
- v. discussion papers and statements defining principles and objectives tabled by a Party at a main table meeting unless the Party which tables them identifies them as documents which are not to be released to the public pursuant to the provisions of clause 6.3.

6.2 Prior to initialling, the Parties will also make available to the public agreements which generally have been agreed to by the Chief Negotiators including:

- i. the Framework Agreement;
- ii. sub-Agreements;
- iii. the Agreement-in-Principle; and
- iv. the Final Agreement.

6.3 The Parties agree that documents not outlined in clauses 6.1 and 6.2 will also be available to the public unless the Party producing the document has identified the document and the responses to the document as confidential.

6.3.1 In deciding whether a document should be identified as confidential, a Chief Negotiator will consider whether:

- i. making the document public would prejudice the position or strategy of that Party;  
or
- ii. the document is at a stage in the drafting process where it does not accurately reflect the intention and interests of the Party or Parties producing the document; or
- iii. making the document public would disclose information which was provided in confidence to any one of the Parties.

6.3.2 To identify a document as confidential, the Party producing the document shall mark the document as confidential or shall otherwise express in writing, its intention not to have

the document made public.

6.4 Nothing in Clauses 6.1, 6.2 and 6.3 is intended to diminish the ability of a Party to consult with its respective advisory committees with respect to documents that Party has produced.

6.5 This Protocol is subject to the laws of Canada and British Columbia regarding access to records or information and the protection of privacy.