

K'OMOKS FIRST NATION TREATY NEGOTIATION FRAMEWORK AGREEMENT

This Agreement is dated this 12th day of February, 2008.

AMONG:

K'OMOKS FIRST NATION, as represented by the Council of the K'omoks First Nation
("K'omoks")

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 THE PROVINCE OF BRITISH
COLUMBIA** as represented by the Minister of Aboriginal Relations and Reconciliation
("British Columbia")

(collectively, the "Parties")

WHEREAS:

- A. The *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada;
- B. Canada recognizes the inherent right of self-government as an existing aboriginal right under section 35 of the *Constitution Act, 1982*;
- C. K'omoks asserts aboriginal rights and title, including the rights and title to the lands and resources of the K'omoks Territory;
- D. Canada and British Columbia enter these negotiations as recommended by the BC Claims Task Force Report without making any admissions regarding aboriginal rights and title or the extent of traditional territories;



- E. The Parties are committed to negotiating a treaty in good faith in accordance with the BC Claims Task Force Report recommendations and the BC Treaty Commission Agreement;
- F. By negotiating a treaty, the Parties seek to achieve a settlement of K'omoks' assertion of aboriginal rights and title, and certainty with respect to a new relationship between K'omoks, Canada and British Columbia, including certainty with respect to the authority and jurisdiction of their respective governments, as well as ownership and use of land and resources within the K'omoks Territory;
- G. The Parties acknowledge the importance of providing public access to the treaty process while recognizing the need to conduct effective negotiations; consequently, the Parties have provided for public access when agreed to by the Parties to the process through the "Openness Protocol of the K'omoks Treaty Process";
- H. The BC Treaty Commission has declared the Parties ready to commence framework negotiations;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1. In this Agreement:

"Agreement" means this framework agreement among K'omoks, Canada and British Columbia;

"Agreement-in-Principle" means the agreement approved and signed by the Parties at the end of Stage 4 of the BC Treaty Process;

"BC Claims Task Force Report" means the Report of the British Columbia Claims Task Force dated June 28, 1991;

"BC Treaty Commission" means the commission created by the BC Treaty Commission Agreement to facilitate the process of treaty negotiations in British Columbia;

"BC Treaty Commission Agreement" means the agreement dated September 21, 1992 made among the First Nations Summit, Canada and British Columbia;

"BC Treaty Process" means the six stage negotiation process described in the BC Claims Task Force Report, and facilitated by the BC Treaty Commission;

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“Chief Negotiator” means a person appointed by a Party as its chief negotiator and also includes a person designated by a Party to act in the place of a Chief Negotiator;

“Final Agreement” means the agreement ratified and signed by the Parties at the end of Stage 5 of the BC Treaty Process;

“K’omoks Territory” means that geographic area identified by K’omoks as its traditional territory in the K’omoks Statement of Intent submitted to and accepted by the BC Treaty Commission;

“Main Table” means the forum where negotiations are conducted and each Party is represented by a Chief Negotiator;

“Shared Territory” means a geographical area within the K’omoks Territory which is also claimed by another First Nation and which is referred to as “overlapping territory” in the BC Treaty Commission Agreement.

“Party” means any of K’omoks, Canada or British Columbia;

“Side Table” means the forum where negotiators explore options and may negotiate selected issues for approval by the Main Table. Chief Negotiators may appoint representatives to Side Tables; and,

“Technical Working Group” means a group formed to conduct joint research and analysis on specific issues arising at the Main Table and develop options for consideration by the Main Table. Technical Working Groups may also address procedural or other issues as directed by the Main Table and develop options. Chief Negotiators may appoint representatives to Technical Working Groups.

2.0 PURPOSE

- 2.1. The purpose of this Agreement is to affirm the respective commitments of the Parties to negotiate under the BC Treaty Process, to guide the conduct of the negotiations, and to set forth the substantive issues, process and timing for the Agreement-in-Principle stage of the negotiations.

3.0 SCHEDULING AND TIMING

- 3.1. Following the signing of this Agreement, the Parties will agree on the schedule to complete the Agreement-in-Principle, having regard to the scope and content of the issues listed in section 5.1.

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4.0 PARTIES TO THE NEGOTIATION

- 4.1.** The Parties to the negotiations, the Agreement-in-Principle and the Final Agreement are K'omoks, Canada and British Columbia.

5.0 SUBSTANTIVE ISSUES FOR NEGOTIATION

- 5.1.** The following is a list of substantive issues that the Parties intend to address during the negotiation of the Agreement-in-Principle. This list is not exhaustive and may be amended by the Chief Negotiators in writing:

5.1.1. Land, including:

- 5.1.1.1. quantum and selection;
- 5.1.1.2. tenure;
- 5.1.1.3. access and use / easements and rights of way;
- 5.1.1.4. sub-surface rights;
- 5.1.1.5. sand and gravel;
- 5.1.1.6. expropriation; and
- 5.1.1.7. foreshore and beds and bodies of water.

5.1.2. Land use, planning and management, including:

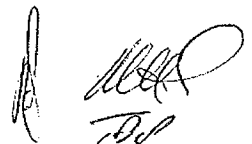
- 5.1.2.1. land management;
- 5.1.2.2. salt and freshwater management;
- 5.1.2.3. development assessment;
- 5.1.2.4. environmental protection and management;
- 5.1.2.5. use and occupation of airspace; and
- 5.1.2.6. federal and provincial parks, including marine parks, protected areas and reserves.

5.1.3. Resource management, including:

- 5.1.3.1. forests and watershed management;
- 5.1.3.2. sea resources, including finfish, shellfish and crustaceans;
- 5.1.3.3. management of wildlife and wildlife habitat;
- 5.1.3.4. management of migratory birds and migratory bird habitat;
- 5.1.3.5. minerals, including oil and gas and coal bed methane;
- 5.1.3.6. flora; and
- 5.1.3.7. salt and freshwater.

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- 5.1.4. Fisheries and Aquaculture
- 5.1.5. Forest Resources:
 - 5.1.5.1. timber
 - 5.1.5.2. non-timber resources
- 5.1.6. Wildlife
- 5.1.7. Migratory Birds
- 5.1.8. Role off K'omoks Treaty Settlement Lands
- 5.1.9. Language, Heritage and Culture, including:
 - 5.1.9.1. management and protection of cultural heritage sites including sacred sites and artefacts;
 - 5.1.9.2. repatriation of cultural materials and human remains; and
 - 5.1.9.3. cultural and linguistic education and practice.
- 5.1.10. Governance, including:
 - 5.1.10.1. K'omoks government structure;
 - 5.1.10.2. K'omoks government institutions;
 - 5.1.10.3. jurisdiction and law-making;
 - 5.1.10.4. programs and services;
 - 5.1.10.5. citizenship;
 - 5.1.10.6. intergovernmental relations;
 - 5.1.10.7. K'omoks Constitution; and
 - 5.1.10.8. non-member representation.
- 5.1.11. Taxation
- 5.1.12. Fiscal Arrangements, including:
 - 5.1.12.1. capital transfer;
 - 5.1.12.2. resource revenue sharing, including royalties; and
 - 5.1.12.3. the new fiscal relationship, including own source revenue.
- 5.1.13. General Provisions and Procedural Chapters, including:
 - 5.1.13.1. certainty;
 - 5.1.13.2. eligibility and enrolment;
 - 5.1.13.3. ratification;
 - 5.1.13.4. dispute resolution;
 - 5.1.13.5. amendment procedures; and

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5.1.13.6. Indian Act transition.

5.1.14. Implementation, including:

- 5.1.14.1. consultation and review of the proposed scope and nature of draft settlement legislation; and
- 5.1.14.2. principles for development and content of an implementation plan, including timing, funding and arrangements for monitoring the implementation of the Final Agreement.

- 5.2. The inclusion of a substantive issue in section 5.1 does not commit the Parties to conclude an agreement on that issue or any component of that issue.
- 5.3. The Parties agree that there may be substantive issues or elements of substantive issues that require regional and/or provincial negotiations and such issues may be identified and negotiated accordingly.

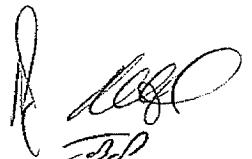
6.0 INTERIM MEASURES AGREEMENT

- 6.1. The Parties have accepted all the recommendations of the BC 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.”

7.0 NEGOTIATION PROCESS

- 7.1. Negotiations will be conducted at a Main Table to which each Party will send its Chief Negotiator. The Chief Negotiators will be responsible for the conduct and co-ordination of the negotiations by developing work plans, detailed procedures and priorities by agreement.
- 7.2. The Chief Negotiators may, by agreement, establish Side Tables, consisting of members of the 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.
- 7.3. The Chief Negotiators may, by agreement, establish Technical Working Groups consisting of members of negotiating teams or people with a specialized knowledge of the 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.



- 7.4. The Chief Negotiators will recommend the initialled Agreement-in-Principle to their respective Parties for approval.
- 7.5. The Agreement-in-Principle will be concluded when it is approved and signed by the Parties.
- 7.6. After the Agreement-in-Principle has been concluded, the Parties will negotiate, on a timely basis, a Final Agreement based on the Agreement-in-Principle, and such other documents as may be required.

8.0 OPENNESS OF NEGOTIATIONS

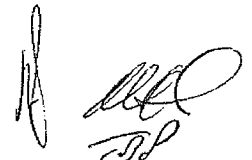
- 8.1. The Parties acknowledge that they have entered into an Openness Protocol which was signed by the Chief Negotiators on January 23, 2007.

9.0 APPROVAL OF THIS AGREEMENT

- 9.1. Initialling of this Agreement by the Chief Negotiators signifies their intention to recommend it to the Parties for their approval.
- 9.2. The Parties will signify their approval of this Agreement by signing it.
- 9.3. The Chief Councillor of K'omoks is authorized to sign this Agreement on behalf of K'omoks.
- 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 Relations and Reconciliation is authorized to sign this Agreement on behalf of British Columbia.

10.0 SHARED TERRITORY

- 10.1. K'omoks will seek to resolve issues of common concern, including issues of Shared Territory, with other First Nations, and will periodically report back to the Main Table.
- 10.2. K'omoks will make its best efforts to resolve all Shared Territory issues before the end of Stage 4 of the BC Treaty Process.
- 10.3. In seeking to resolve Shared Territory issues, K'omoks may seek the advice and assistance of the BC Treaty Commission as provided in the Report of the BC Claims Task Force.

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11.0 NEGOTIATION FUNDING

11.1. Canada and British Columbia make funds available for the negotiation through the BC Treaty Commission for allocation to participating First Nations.

12.0 GOVERNMENT PROGRAMS AND SERVICES

12.1. During the negotiation process, K'omoks and its members will remain entitled to 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 in effect from time to time, including those directed to aboriginal people, organizations and Indian Bands, in accordance with the criteria established from time to time for the application of these programs and services.

13.0 INTERPRETATION

13.1. The treaty negotiations and all related documents, except for the Final Agreement that is in legal effect, 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.

13.2. The purpose of this Agreement is to improve the effectiveness of the negotiation process and nothing in this Agreement is to be interpreted as creating, recognizing, denying or amending legally enforceable rights of the Parties, or responsibilities of Canada and British Columbia to K'omoks.

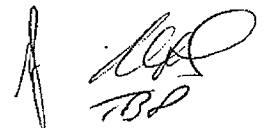
13.3. This Agreement is not intended to be a treaty or to constitute a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

14.0 LEGAL NATURE OF THE FINAL AGREEMENT

14.1. The Final Agreement, once in legal effect, is intended to be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

15.0 DISPUTE RESOLUTION

15.1. The Parties will endeavour to resolve disputes which may arise in the course of negotiations, and may utilize agreed upon dispute resolution mechanisms.

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16.0 SUSPENSION OF NEGOTIATIONS

- 16.1. Any Party may suspend the negotiations contemplated by this Agreement. Should any of the Parties decide to suspend, the Party suspending will provide written confirmation, which also sets out the reasons for suspension and the date the suspension is to commence, to the other Parties and the BC Treaty Commission.
- 16.2. Prior to a Party exercising its right to suspend negotiations under section 16.1, the Parties shall, in good faith, make reasonable efforts to enter into appropriate methods of dispute resolution.
- 16.3. If a Party suspends negotiations under section 16.1, the Chief Negotiators and their advisors are committed to attending one meeting to explore the possibilities of resolving the issue or issues leading to the suspension of negotiations. The assistance of the BC Treaty Commission or, if the Parties agree, an independent facilitator, may be requested for this meeting.


17.0 AMENDMENT

- 17.1. Except where this Agreement permits amendment by the Chief Negotiators, this Agreement may only be amended by written agreement of the Parties.


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IN WITNESS WHEREOF the Parties enter into this Agreement as of the date first written above

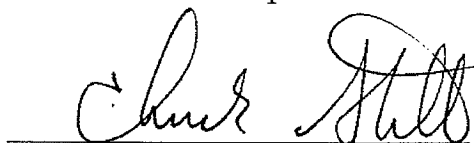
SIGNED ON BEHALF OF K'OMOKS
FIRST NATION,
As represented by the Council of the Comox Indian Band:


Chief Ernest Hardy

SIGNED ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA, as represented by the
Minister of Aboriginal Relations and Reconciliation


The Honourable Michael de Jong

SIGNED ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs
and Northern Development


The Honourable Chuck Strahl


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