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May 8, 2008

Your file - Votre référence

Our file - Notre référence  
E7293-637

Chief John M. Smith  
Tlowitsis Tribe  
1345 Bute Crescent  
CAMPBELL RIVER, BC  
V9H 1G6

Ms. Catherine Panter  
MARR  
PO BOX 9100  
STN PROV GOVT  
VICTORIA BC  
8W9B1

Dear Chief Smith and Ms. Panter:

As you are aware, Minister Strahl signed the Tlowitsis Tribe Treaty Framework Agreement on April 30, 2008. I am very pleased to enclose one original copy of the Framework Agreement for your records.

On behalf of the federal negotiating team, I wish to extend my congratulations on achieving this important milestone in the BC Treaty process. I wish you continued success in the negotiation of an Agreement-in-Principle.

Sincerely,



Bill Wray  
Senior Negotiator  
Treaties and Aboriginal Government  
Negotiation West  
600 – 1138 Melville Steet  
VANCOUVER BC V6E 4S3

✓ Cc: Chief Commissioner, BC Treaty Commission

Canada

**TLOWITSIS TRIBE TREATY  
FRAMEWORK AGREEMENT**

This Agreement is dated this 30<sup>th</sup> day of April, 2008.

**AMONG:**

**THE TLOWITSIS TRIBE**, as represented by the Council of the Tlowitsis Indian Band ("**Tlowitsis**")

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as represented by the Minister of Indian and Northern Affairs Canada ("**Canada**")

**AND:**

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

(collectively the "**Parties**")

**WHEREAS:**

- [Handwritten initials]*
- 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. Tlowitsis asserts aboriginal rights and title, including the rights and title to the lands and resources of the Tlowitsis 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 Tlowitsis' asserted claims of aboriginal rights and title, and certainty with respect to a new relationship between the Tlowitsis, 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 Tlowitsis 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 Tlowitsis Treaty Process";
- H. The BC Treaty Commission has declared the Parties ready to commence framework negotiations.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

**1.1 In this Agreement**

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

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

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

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

**1.1.5 "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;

**1.1.6 "Final Agreement"** means the agreement ratified and signed by the Parties at the end of Stage 5 of the BC Treaty Process;

**1.1.7 "Main Table"** means the forum where negotiations are conducted and each Party is represented by a Chief Negotiator;

- 1.1.8 **“Overlap”** means a geographic area within the Tlowitsis Territory in which another First Nation has expressed an interest;
- 1.1.9 **“Party”** means any of Tlowitsis, Canada or British Columbia;
- 1.1.10 **“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;
- 1.1.11 **“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”;
- 1.1.12 **“Tlowitsis Territory”** means the territory now or later identified by Tlowitsis as Tlowitsis territory in its Statement of Intent submitted to and accepted by the BC Treaty Commission.

## 2 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 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.

## 4 PARTIES TO THE NEGOTIATION

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

## 5 SUBSTANTIVE ISSUES FOR NEGOTIATION

- 5.1 The following is a listing of substantive issues that the Parties intend to address during the negotiation of the Agreement-in-Principle:

- 5.1.1 Land
- a) Interim Protection
  - b) Tlowitsis Settlement Lands

- c) Tlowitsis Territorial Lands
- d) Tlowitsis Community Lands
- e) Sub-Surface
- f) Access
- g) Parks and Reserves
- h) Submerged Lands
- i) Foreshore Lands
- j) Intertidal Lands
- k) Mines and Energy
- l) Resource Management
  - Tenures
  - Guiding
  - Activities
- m) Habitat Management
- n) Expropriation

**5.1.2 Fisheries**

- a) Sea birds and mammals
- b) Plants and animals
- c) Fin fish
- d) Aquaculture
- e) Commercial
- f) Habitat

**5.1.3 Forest Resources**

- a) Culture wood
- b) Non-timber resources
- c) Timber

**5.1.4 Water Resources**

**5.1.5 Culture and Heritage**

**5.1.6 Wildlife**

**5.1.7 Migratory Birds**

**5.1.8 Environmental Protection and Management**

- a) Restoration
- b) Management
- c) Protection and Conservation
- d) Environmental Assessment
- e) Environmental Emergencies

**5.1.9 Governance**

- a) Authorities

- b) Jurisdiction and law-making
- c) Justice
- d) Citizenship
- e) Intergovernmental Relations
- f) Education
- g) Constitution
- h) Health
- i) Social Services
- j) Membership
- k) Non-Member Representation
- l) Tlowitsis Government Structure
- m) Administrative Review

#### 5.1.10 Taxation

#### 5.1.11 Fiscal Arrangements

- a) Capital Transfers
- b) Revenue Sharing
- c) Fiscal Relationship, including Own Source Revenue

#### 5.1.12 Trade and Barter

#### 5.1.13 General Provisions

- a) Eligibility and Enrolment
- b) Ratification
- c) Certainty
- d) Implementation
- e) Conflict and Dispute Resolution
- f) Amendment

#### 5.1.14 Indian Act Transition

**5.2** The list of substantive issues in section 5.1 is not intended to be exhaustive, and the Parties acknowledge that, as recommended by the BC Claims Task Force Report, each Party is at liberty to introduce any other issue at the negotiations which it considers significant to the new relationship. The introduction of any other issue at the negotiation table after the approval of this Agreement does not commit any of the Parties to negotiate that issue. The Chief Negotiators may agree in writing to add new issues to the list in section 5.1. The inclusion of a substantive issue in section 5.1 or its introduction by a Party at the negotiations does not commit any of the Parties to conclude an agreement on 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;

- 5.4 The Chief Negotiators may agree that any substantive issue or elements of a substantive issue may be more appropriately dealt with outside the BC Treaty process;
- 5.5 The issue of constitutional protection of matters to be negotiated will be considered by all parties prior to the conclusion of the Agreement-in-Principle;

## 6. 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. 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;

KL  
S  
CP

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. OPENNESS OF NEGOTIATIONS**

8.1 The Parties acknowledge that they have entered into an Openness Protocol which was signed by the Chief Negotiators on \_\_\_\_\_ [Date].

**9. 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 of the Tlowitsis Tribe is authorized to sign this Agreement on behalf of the Tlowitsis Tribe;

9.4 The Minister of Indian and Northern Affairs Canada 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. OVERLAPPING CLAIMS**

10.1 Tlowitsis will seek to resolve issues of common concern, including issues of Overlap, with other First Nations, and will periodically report back to the Main Table;

10.2 Tlowitsis will make its best efforts to resolve all Overlap issues before the end of Stage 4 of the BC Treaty Process;

10.3 In seeking to resolve Overlap issues, Tlowitsis may seek the advice and assistance of the BC Treaty Commission as provided in the Report of the BC Claims Task Force.

**11. 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.

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## **12. GOVERNMENT PROGRAMS AND SERVICES**

- 12.1** During the negotiation process, Tlowitsis 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. 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 Tlowitsis;
- 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. 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. DISPUTE RESOLUTION**

- 15.1** When disputes arise in the course of negotiations, it is the responsibility of the Parties to resolve them. The parties agree that when disputes arise they will be addressed in the following ways:
- a) Direct negotiation among the parties;
  - b) Facilitated negotiations with the help of BCTC'
  - c) Mediated negotiations from an expert neutral third party.

**16. SUSPENSION**

**16.1** If any of the Parties suspends its participation in the negotiations contemplated by this Agreement, that Party will provide written notice, which sets out the reason for the suspension and the date on which it commences, to the other Parties and to the BC Treaty Commission.


**17. 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.

**IN WITNESS WHEREOF** the Parties hereby execute this Framework Agreement this 30<sup>th</sup> day of April, 2008.


SIGNED ON BEHALF OF THE TLOWITSIS TRIBE

As represented by the Council of the Tlowitsis Indian Band:

  
\_\_\_\_\_  
Chief John M. Smith


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, this 6<sup>th</sup> day of March 2008.

  
\_\_\_\_\_  
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, this 30<sup>th</sup> day of April 2008.

  
\_\_\_\_\_  
The Honourable Chuck Strahl

*Handwritten initials:*  
AS  
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