

Cariboo Tribal Council, Canada, British Columbia

Treaty Framework Agreement

This Framework Agreement, dated the 10 day of December 1997

AMONG:

THE CARIBOO TRIBAL COUNCIL as comprised of:

Tsq'èscen' (Canim Lake)

Xat'sull / Cmetem (Soda Creek / Deep Creek)

T'lexelc (Williams Lake)

Xat'lt'ém / Stwecèmc (Dog Creek / Canoe Creek)

Of the Secwepemc Te Qelmuxw, as represented by their chief negotiators ("CTC").

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 Process ("BCTC Process") and have met BCTC requirements to commence Framework Agreement 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 the process in an agreement, referred to as the "Information Sharing Principles, Procedures and Openness Protocol" dated September 27, 1995.
- C. The *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the

aboriginal peoples of Canada, and treaty rights include rights that now exist by way of land claims agreements or that may be so acquired.

- D. The CTC assert that they are aboriginal people within the traditional territory ("Territory") and that they have aboriginal rights, ownership, jurisdiction and the right to govern themselves within the Territory.

1. DEFINITIONS

1.1 "**Agreement-in-Principle**" means the agreement approved as evidenced by signatures of the Parties at the end of Stage 4 of the BCTC Process, and is comprised of various chapters and other provisions, as agreed.

1.2 "**BCTC Process**" means the six stage negotiation process described in the Report of the British Columbia Claims Task Force dated June 28, 1991.

1.3 "**Chief Negotiators**" means the negotiators, or designates, appointed by each of the Parties for the treaty negotiations contemplated by the BCTC Process.

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

1.5 "**Main Table**" means the table at which negotiations are conducted and at which each Party is represented by its Chief Negotiators or their designates. Chief Negotiators or their designates would attend sessions at this table.

1.6 "**Chapter**" means an agreement initialled by the Chief Negotiators on substantive issues as set out in Section 5.

1.7 "**Territory**" means that geographic area identified by the CTC as its traditional territory on the map attached to the CTC's Statement of Intent filed with the British Columbia Treaty Commission.

1.8 "**Overlap**" means a geographic area within the Territory which is claimed by a First Nation other than Cariboo Tribal Council.

1.9 "**Secwepemc Te Qelmúcw**" means, in the Shuswap language, members of Tsq'e'scen' (Canim Lake), Xat'sull/Cm'etem (Soda Creek/Deep Creek), T'lexelc (Williams Lake), and Xat'le'm/Stwec'emc (Dog Creek/Canoe Creek).

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. SCHEDULE AND TIMING

3.1 The Parties intend to negotiate an Agreement-in-Principle, according to a detailed work plan, within 42 months of the signing of this agreement.

4. PARTIES TO THE AGREEMENT-IN-PRINCIPLE

4.1 The Parties to the negotiations will be the CTC, Canada, and British Columbia.

5. SUBJECT MATTERS FOR NEGOTIATION

5.1 The subject matters for negotiation (listed in 5.1.1 and 5.1.2) are stated in neutral language which does not predetermine any outcomes from these negotiations. The parties acknowledge that these lists may not be exhaustive.

5.1.1 The Parties are committed to negotiating the following substantive issues with the intention of completing an Agreement-in-Principle:

- Lands and resources
- Financial settlement
- Self-government
- Third party / public interests

5.1.2 The Parties are also committed to negotiating the following general provisions to be included in the Agreement-in-Principle:

- Eligibility and enrollment
- Ratification
- Dispute resolution
- Amendment
- Certainty
- Implementation

5.2 The Chief Negotiators will agree in writing on the sub-topics of the subject matters for negotiation (listed in 5.1.1 and 5.1.2) prior to commencing Agreement-in-Principle negotiations. The Chief Negotiators may amend the sub-topics by agreement in writing.

5.3 The negotiation of a subject matter 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 subject matters for negotiation.

5.5 The Chief Negotiators may agree that any subject matter or elements of a subject matter may be more appropriately dealt with in a different manner or outside the treaty negotiation process.

5.6 The Parties agree that subject matters or elements of subject matters requiring negotiation region wide and/or province wide will be identified and negotiated accordingly.

5.6.1 The Parties will develop principles and criteria to determine which subject matters, or an element or elements of a subject matter, will be negotiated region wide or province wide.

5.6.2 The Parties will develop a process for negotiating a subject matter region wide and identify the other First Nations with which regional negotiations on the specific subject matter will proceed.

5.7 The issue of constitutional protection, including its application to the various provisions negotiated on each subject matter such as self government, will be addressed by the Parties prior to concluding 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, side tables, and other processes, as agreed;

6.2.3 Implementing the "Information Sharing Principles, Procedures and Openness Protocol" dated September 27, 1995;

6.2.4 Implementing dispute resolution mechanisms, as agreed.

6.3 The Parties will record the results of each negotiation of a substantive issue in a chapter. The Chief Chief Negotiators will signify their agreement on a substantive issue by initialing a chapter.

6.4 The Chief Negotiators will:

6.4.1 once they have initialed all of the chapters, negotiate an Agreement-in-Principle by consolidating the chapters and adding necessary provisions, as agreed.

6.4.2 signify their agreement on an Agreement-in-Principle by initialing it, and by recommending the completed Agreement-in-Principle to their respective Parties for approval.

6.5 Any Chief Negotiator may request that any initialed chapters or the Agreement-in-Principle be reconsidered and amended.

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

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

7. OVERLAPS

7.1 The CTC will make best efforts to resolve Overlaps, if any, with other First Nations and report regularly on the status of Overlap discussions to the Main Table.

7.2 In accordance with BCTC procedures it is expected that Overlaps will be resolved during Stage 4 or earlier, if possible.

8. NEGOTIATION FUNDING

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

9. INTERPRETATION

9.1 This Agreement does not create, recognize, deny, or amend any legally enforceable rights.

9.2 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*.

9.3 Once in effect, 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*.

9.4 The treaty negotiations and all related documents, except for a Final Agreement that is in 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.

10. APPROVAL OF THIS AGREEMENT

10.1 The Chief Negotiators, by initialing this agreement, will signify their intention to recommend it to the Parties for their approval.

10.2 The Parties will approve this agreement by signing it.

10.3 The Chief Negotiators for the CTC are authorized to sign this Agreement on behalf of the CTC.

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.

10.5 The Minister of Aboriginal Affairs and the Executive Council of the Province of British Columbia have the authority to ratify the Framework Agreement and the Agreement-in-Principle.

11. AMENDMENTS

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

12. DISPUTE RESOLUTION

12.1 The Parties are committed to resolving disputes, including those which may arise from a suspension of negotiations, through the use of dispute resolution mechanisms, if

appropriate.

13. SUSPENSION OF NEGOTIATIONS

13.1 While all of the Parties are committed to the six stage BCTC process, any of the Parties may suspend the negotiations contemplated by this Agreement by providing written notice which:

- a. sets out the reasons for suspension; and
- b. the date that the suspension commences, to the other Parties and to the BCTC.

14. GOVERNMENT PROGRAMS

14.1 During the negotiation process, members of the CTC will continue to have access to the various government programs and services in effect, including those directed to Aboriginal people and their organizations in accordance with the criteria established for those programs and services.

Signed on behalf of the Cariboo Tribal Council:

Chief Negotiator Tsq'escn' (Canim Lake) Chief Antoine Archie

Chief Negotiator Xat'sull/Cm'etem (Soda Creek/Deep Creek) Chief Dorothy Phillips

Chief Negotiator T'lexelc (Williams Lake) Chief Nancy Sandy

Chief Negotiator Xat'lt'em/Stwec'emc (Dog Creek/Canoe Creek) Chief Agnes Snow

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

The Honourable Jane Stewart
Minister of Indian Affairs and Northern Development

Signed on behalf of Her Majesty the Queen in Right of British Columbia

The Honourable John Cashore
Minister of Aboriginal Affairs