

Stó:Lo Nation Framework Agreement

This Framework Agreement, dated the thirtieth (30th) day of January, 1998.

BETWEEN:

THE STÓ:LO NATION as represented by the Stó:lo Yewal Si:ya:m (Stó:lo 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 *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada.
- B. The Parties are committed to negotiating a treaty pursuant to the BCTC Process.
- C. The Stó:lo Nation has never signed a treaty or land claim agreement affecting their Traditional Territory with the British Crown, Canada or British Columbia.
- D. The Parties intend to enter into these treaty negotiations for the purpose of providing clarity and certainty regarding ownership, use of lands and resources, jurisdiction, aboriginal rights and title and to negotiate a self-government agreement.
- E. The Parties have been declared ready to commence framework negotiations in accordance with the BCTC Process.
- F. While recognizing the need to conduct effective negotiations, the Parties have acknowledged the importance of public access to the treaty process and the need to share information during the negotiations by signing the Stó:lo Nation Procedural Protocol dated November 20, 1996.

G. The Parties acknowledge that the British Columbia Claims Task Force made 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".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

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 Process" means the six stage negotiation process described in the Report of the British Columbia Claims Task Force dated June 28, 1991 and administered by the British Columbia Treaty Commission (BCTC).

1.3 "Chapter" means a part of an Agreement-in-Principle or Final Agreement detailing the agreement on one or more of the substantive issues negotiated.

1.4 "Chief Negotiator" means the negotiator appointed by each of the Parties for these negotiations. Each Chief Negotiator may name a designate.

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

1.6 "Overlap" means the geographic area within the Traditional Territory claimed by a First Nation other than the Stó:lo Nation.

1.7 "Traditional Territory" means that geographic area identified by the Stó:lo Nation as their traditional territory on the map attached to the Stó:lo Nation Statement of Intent filed with the BCTC.

1.8 "Stó:lo Yewal Si:ya:m" means the political representative for the Stó:lo Nation.

2. PURPOSE OF THIS FRAMEWORK AGREEMENT

2.1 The purpose of this Framework Agreement is to guide the conduct of negotiations between the Parties and to set forth the substantive issues for negotiation, the process and timing to complete the Agreement-in-Principle stage of the BCTC Process.

3. SCHEDULING AND TIMING OF AGREEMENT-IN-PRINCIPLE

3.1 The Parties intend to conclude Agreement-in-Principle negotiations as soon as possible. The time frame will be defined by agreement of the Chief Negotiators during the course of Agreement-in-Principle negotiations.

4. PARTIES

4.1 The only Parties to the negotiations, to the Agreement-in-Principle and Final Agreement, will be Stó:lo Nation, Canada and British Columbia.

5. SUBSTANTIVE ISSUES FOR NEGOTIATION

5.1 The following is a list of substantive issues that the Parties intend to address during the negotiation of an Agreement-in-Principle. Issues may be added or amended by agreement in writing of the Chief Negotiators.

5.1.1 General Provisions

5.1.2 Certainty

5.1.3 Eligibility and Enrollment

5.1.4 Stó:lo Nation Governance and Jurisdiction

5.1.5 Lands 5.1.6 Access 5.1.7 Land Use Planning

5.1.8 Environmental Protection and Assessment

5.1.9 Parks and Protected Areas

5.1.10 Subsurface and Mineral Rights

5.1.11 Fisheries and Aquatic Resources

5.1.12 Wildlife 5.1.13 Forests and Forest Resources

5.1.14 Water and Water Use

5.1.15 Air and Air Quality

5.1.16 Fiscal Arrangements

5.1.17 Taxation

5.1.18 Economic Development

5.1.19 Social Programs and Services Child and Family Services Health

5.1.20 Education and Training

5.1.21 Justice and Policing

5.1.22 Language, Culture and Heritage

5.1.23 Vital Statistics

5.1.24 Intergovernmental relations among Stó:lo Nation, federal, provincial and local governments

5.1.25 Ratification

5.1.26 Amendment

5.1.27 Implementation

5.1.28 Dispute Resolution

5.2 The inclusion of a substantive issue 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 issue of which matters receive constitutional protection will be addressed prior to concluding an Agreement-in-Principle.

5.4 The Parties agree that substantive issues or elements of substantive issues requiring negotiation on a regional or provincial basis will be identified and negotiated accordingly.

6. NEGOTIATION PROCESS

6.1 Negotiations will be conducted at a main table to which each Party will send a Chief Negotiator. The Chief Negotiators will be responsible for the conduct and coordination of all negotiations.

6.2 The Chief Negotiators may, by agreement, establish side tables, directed to explore options for consideration by the main table or to negotiate and make recommendations for consideration by the main table on matters delegated by the Chief Negotiators.

6.3 The Chief Negotiators may, by agreement, establish technical working groups to conduct joint research and analysis on matters arising at the main table.

6.4 The results of each negotiation of a substantive issue will be recorded in a Chapter of the Agreement-in-Principle. The Chief Negotiators will signify their agreement on a substantive issue by initialling the chapter.

6.5 The Chapters of the Agreement-in-Principle which have been initialled may, by agreement of the Chief Negotiators, be reconsidered or amended.

6.6 Once all Chapters of the Agreement-in-Principle have been initialled, the Chief Negotiators will take the necessary steps to complete a draft Agreement-in-Principle by consolidating all Chapters and such other provisions as may be required.

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

6.9 Based on the Agreement-in-Principle, the Parties will negotiate, on a timely basis, a Final Agreement.

7. OVERLAPS

7.1 The Stó:lo Nation will resolve any Overlaps it may have with other First Nations and report back to the main table periodically on the status of its overlap discussions.

7.2 If the lack of resolution related to Overlaps is found to be interfering with the successful conclusion of negotiations, the Stó:lo Nation may consider options to resolve the Overlaps, including seeking assistance from the BCTC.

8. LITIGATION

8.1 The Parties will respect each other's right to choose litigation as an alternative to negotiation. Where a Party chooses to litigate, the other Parties retain the right to determine the appropriateness of conducting further negotiations.

9. SUSPENSION OF THE NEGOTIATIONS

9.1 Any of the Parties may suspend the negotiations contemplated by this Framework 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.

9.2 Prior to suspending negotiations the Parties may seek appropriate methods of dispute resolution.

10. INTERPRETATION

10.1 The Framework Agreement and the Agreement-in-Principle will not be legally binding and do not create, recognize, affirm, deny or amend any legally enforceable rights of the Parties, nor are they intended to be treaties or land claims agreements within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*.

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

11. LEGAL NATURE OF THE FINAL AGREEMENT

11.1 The Final Agreement is intended to be a treaty and to constitute a land claims agreement within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*.

12. APPROVAL OF THIS FRAMEWORK AGREEMENT

12.1 The Chief Negotiators will initial this Framework Agreement to signify their intention to recommend it to their respective Parties for approval. The Parties will approve this Framework Agreement by signing it.

12.2 The Stó:lo Yewal Si:ya:m of the Stó:lo Nation is authorized to sign this Framework Agreement on behalf of the Stó:lo Nation.

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

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

13. AMENDMENT

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

IN WITNESS WHEREOF the Parties have signed this Framework Agreement.

Signed on Behalf of the Stó:lo Nation:

Chief Steven Point
Stó:lo Yewal Si:ya:m

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