

MUSQUEAM FRAMEWORK AGREEMENT

This Agreement is dated this ____ day of _____, 1998.

AMONG:

THE MUSQUEAM INDIAN BAND, also known
as the Musqueam Nation, as represented
by the Council of the Musqueam Indian Band

("Musqueam")

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. Canada recognizes the inherent right of self-government as an existing aboriginal right under section 35 of the Constitution Act, 1982;

C. Musqueam asserts aboriginal rights and title, including the rights and title asserted in the Musqueam Declaration;

D. Canada and British Columbia enter these negotiations as recommended by the B.C. 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 B.C. Claims Task Force Report recommendations and the B.C. Treaty Commission Agreement;

F. By negotiating a treaty, the Parties seek to achieve certainty with respect to a new relationship between the Musqueam, Canada and British Columbia, including authority and jurisdiction of their respective governments, as well as ownership and use of land and resources within Musqueam Territory; and

G. The B.C. 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 B.C. Treaty Process;

1.1.2 "B.C. Claims Task Force Report" means the Report of the British Columbia Claims Task Force dated June 28, 1991;

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

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

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

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

1.1.7 "Musqueam Declaration" means the Musqueam Declaration of June 10, 1976, a document which forms part of the Musqueam Statement of Intent submitted to and

accepted by the B.C. Treaty Commission;

1.1.8 "Musqueam Territory" means the territory now or later identified by Musqueam as Musqueam territory in its Statement of Intent submitted to and accepted by the B.C. Treaty Commission, and includes the territory identified in the Musqueam Declaration;

1.1.9 "Overlap" means a geographic area within Musqueam Territory in which another First Nation has expressed an interest; and

1.1.10 "Party" means any of Musqueam, Canada or British Columbia.

2. PURPOSE

2.1 The purpose of this Agreement is to affirm the respective commitments of the Parties to negotiate under the B.C. 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 NEGOTIATIONS AND AGREEMENTS

4.1 The only parties to the negotiations, and to the Agreement-in-Principle and the Final Agreement, are Musqueam, 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. Governance and Jurisdiction

1. Constitution of Musqueam Nation

2. Membership of Musqueam Nation

3. Jurisdiction, Legislative, Regulatory and Enforcement Authority of Musqueam Government

4. Taxation

5. Musqueam Relations with other Levels of Government

6. Programs and Services, including Education, Health, Social Services,

Justice and Policing

5.1.2 Financial Component including, but not limited to, fiscal arrangements and sharing of resource revenues and royalties.

5.1.3 Land

A. Quantum, selection and tenure of Musqueam land base

B. Division of Musqueam Territory into Settlement and Non-Settlement Lands

C. Access

D. Crown lands of strategic interest to Musqueam

E. Parks and Protected Areas

F. Foreshore and Offshore

G. Sub-surface and Airspace

5.1.4 Fisheries

5.1.5 Forest Resources

5.1.6 Fraser River Basin Management

5.1.7 Water Resources

5.1.8 Economic Development including Gaming

5.1.9 Wildlife, including hunting and habitat protection

5.1.10 Environmental Protection and Management

5.1.11 Culture and Heritage

5.1.12 Airport Issues

5.1.13 Certainty

5.1.14 Ratification

5.1.15 Implementation

5.1.16 Amendment

5.1.17 Constitutional Protection

5.1.18 Remedies and Dispute Resolution

5.1.19 Eligibility and Enrolment

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 B.C. 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 Although not currently a substantive issue, the Parties agree that Musqueam will have opportunities throughout Agreement-in-Principle negotiations to express their full range of interests and concerns regarding international border crossing.

5.4 The Parties agree that some substantive issues, or elements of a substantive issue, may be more appropriately negotiated on a regional or provincial basis. However, the Parties recognize that no person or group speaks for an individual Party unless authorized by that Party.

5.5 The issue of constitutional protection of matters negotiated will be addressed prior to the conclusion of the Agreement-in-Principle.

6. INTERIM MEASURES AGREEMENT

6.1 The Parties have accepted all the recommendations of the B.C. 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 by the Chief Negotiators.

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 results of each negotiation of a substantive issue will be recorded in a sub-agreement. The Chief Negotiators will signify their agreement on a substantive issue by initialling the sub-agreement on that substantive issue.

7.5 Any Chief Negotiator may request that any initialled sub-agreement or the initialled Agreement-in-Principle be reconsidered for amendment. The initialled sub-agreement or Agreement-in-Principle may, by agreement of the Chief Negotiators, be reconsidered and amended.

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

7.7 The Chief Negotiators will recommend the initialled Agreement-in-Principle to their respective Parties for approval.

7.8 The Agreement-in-Principle will be concluded when it is approved and signed by the Parties.

7.9 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.

7.10 The Parties will write the Agreement-in-Principle in plain, understandable language.

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 May 23, 1997.

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 Musqueam Nation is authorized to sign this Agreement on behalf of the Musqueam Nation.

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 Affairs is authorized to sign this Agreement on behalf of British Columbia.

10. OVERLAPPING CLAIMS

10.1 Musqueam will resolve issues of common concern, including issues of Overlap, with neighbouring First Nations, and will periodically report back to the main table.

11. NEGOTIATION FUNDING

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

12. GOVERNMENT PROGRAMS AND SERVICES

12.1 During the negotiation process, Musqueam 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 the Musqueam.

13.3 This Agreement is not intended to be a treaty nor 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 to constitute 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.

15.2 In the event of a continuing dispute, any Party may request mediation, and any Party may propose a neutral mediator. In addition, the Parties may seek the advice and assistance of the B.C. Treaty Commission as provided in the B.C. Claims Task Force Report.

16. SUSPENSION OF NEGOTIATIONS

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 B.C. Treaty Commission.

17. AMENDMENTS

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 ____ day of _____, 1998.

SIGNED ON BEHALF OF THE MUSQUEAM
INDIAN BAND, also known as the Musqueam Nation,
as represented by the Council of the Musqueam Indian Band

Chief Gail Y. Sparrow

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 Jane Stewart, Minister of
Indian Affairs and Northern Development

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN
IN RIGHT OF BRITISH COLUMBIA as represented by
the Minister of Aboriginal Affairs:

The Honourable Dale Lovick, Minister of Aboriginal Affairs