

**DITIDAHT FIRST NATION AND PACHEEDAHT FIRST NATION
AMENDED FRAMEWORK AGREEMENT**

This Amended Framework Agreement, dated the 19th day of August, 1997.

BETWEEN:

THE DITIDAHT FIRST NATION
as represented by the Chief Councillor

AND:

THE PACHEEDAUT (ALSO KNOWN AS PACHEENAHT) FIRST NATION
as represented by the Chief Councillor ("PACHEEDAHT")

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 treaty negotiations pursuant to the British Columbia Treaty Commission (BCTC) Process.

C. The Ditidaht and the Pacheedaht have together agreed that the Pacheedaht will participate jointly with the Ditidaht for the purpose of treaty negotiations.

D. The Ditidaht have never signed a treaty or land claim agreement affecting their Traditional Territory with British Crown, Canada or British Columbia.

E. The Pacheedaht have never signed a treaty or land claim agreement affecting their Traditional Territory with the British Crown, Canada or British Columbia.

F. 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 the inherent right to self-government.

G. The Parties have been declared ready to commence framework negotiations in accordance with the BCTC Process.

H. By agreement dated the 10th day of October, 1995 entitled "Openness Protocol For The Ditidaht First Nation Treaty Negotiations" (Ditidaht Openness Protocol), and by agreement dated the 21st day of May, 1997 entitled "Openness Protocol For The Pacheedaht First Nation Treaty Negotiations" (Pacheedaht Openness Protocol), the Parties have agreed to the extent and format of all aspects of public consultation, and the communication of information to interested and affected members of the public.

I. The Parties will share information as provided by agreement dated the 10th day of October, 1995 entitled "Ditidaht, Canada and British Columbia Information Sharing Protocol" and by agreement dated the 21st day of May, 1997 entitled "Pacheedaht, Canada and British Columbia Information Sharing Protocol".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. "Agreement-in-Principle" means the Agreement between the Parties which is composed of a package of Chapters concluded by the Parties on each topic of negotiation.

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(s)" means a part or parts 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 the treaty negotiations contemplated by the BCTC Process.

1.5 “Final Agreement” means the agreement or agreements formally ratified and signed by the Parties at the end of Stage V of the BCTC Process.

1.6 “Overlap” means, with respect to the Ditidaht, the geographic area within the Traditional Territory of the Ditidaht claimed by a first Nation other than the Ditidaht and, with respect to the Pacheedaht, the geographic area within the Traditional Territory of the Pacheedaht claimed by a First Nation other than the Pacheedaht.

1.7 “Traditional Territory” means, with respect to the Ditidaht, that geographic area identified by the Ditidaht as their Traditional Territory on the map attached to the Ditidaht Statement of Intent filed with the BCTC and, with respect to the Pacheedaht, that geographic area identified by the Pacheedaht as their Traditional Territory on the map attached to the Pacheenaht (now Pacheedaht) Statement of Intent filed with the BCTC.

2. PURPOSE OF THIS AMENDED FRAMEWORK AGREEMENT

2.1 The purpose of this Amended 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.

2.2 This Amended Framework Agreement replaces the Ditidaht First Nation Framework Agreement dated the 30th day of January, 1996.

3. SCHEDULING AND TIMING OF AGREEMENT-IN-PRINCIPLE

3.1 The Parties will negotiate at least two days per month with the intention of concluding an Agreement-in-Principle within twenty-four months of the signing of this Amended Framework Agreement.

4. PARTIES TO THE AGREEMENT-IN-PRINCIPLE

4.1 The only Parties to the Agreement-in-Principle will be Ditidaht, Pacheedaht, 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 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 Marine Resources

5.1.12 Wildlife

5.1.13 Forests and Forestry

5.1.14 Water and Water Use

5.1.15 Fiscal Arrangements

5.1.16 Economic Development

5.1.17 Social Programs and Service

5.1.18 Education and Training

5.1.19 Justice and Policing

5.1.20 Culture and Heritage

5.1.21 Ratification

5.1.22 Amendment

5.1.23 Implementation

5.1.24 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 will receive constitutional protection will be addressed prior to completion of the 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. INTERIM MEASURES

6.1 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”.

7. NEGOTIATION PROCESS

7.1 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.

7.2 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.

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

7.4 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 initialing the Chapter.

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

7.6 Once all Chapters of the Agreement-in-Principle have been initialed, 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.

7.7 The Chief Negotiators will signify their agreement on an Agreement-in-Principle by initialing it, and they will recommend the completed Agreement-in-Principle to their respective Party for approval.

7.8 The Agreement-in-Principle will be concluded upon having been 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.

8. OVERLAPS

8.1 The Ditidaht 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.

8.2 The Pacheedaht 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.

9. LITIGATION

9.1 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.

10. SUSPENSION OF THE NEGOTIATIONS

10.1 Any of the Parties may suspend the negotiations contemplated by this Amended 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.

10.2 Prior to suspending negotiations the Parties will, whenever possible, seek appropriate methods of dispute resolution.

11. NEGOTIATION FUNDING

11.1 Each of the Parties will be responsible for obtaining funding for their participation in the negotiation process.

12. GOVERNMENT PROGRAMS

12.1 During the negotiation process, the Ditidaht will continue to enjoy the same rights and benefits as any other citizen or organization and will have access to the various services and programs of Canada and British Columbia, including those directed to Aboriginal people and organizations, including Bands as defined in the Indian Act, in accordance with the policies and laws in effect from time to time governing those programs and services.

12.2 During the negotiation process, the Pacheedaht will continue to enjoy the same rights and benefits as any other citizen or organization and will have access to the various services and programs of Canada and British Columbia, including those directed to Aboriginal people and organizations, including Bands as defined in the Indian Act, in accordance with the policies and laws in effect from time to time governing those programs and services.

13. INTERPRETATION

13.1 Nothing in this Amended Framework Agreement is to be interpreted as creating, recognizing or denying rights.

13.2 The treaty negotiations and all related documents, except for a ratified 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.

14. LEGAL NATURE OF THE FINAL AGREEMENT

14.1 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.

15. APPROVAL OF THIS AMENDED FRAMEWORK AGREEMENT

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

15.2 The Chief Councillor of the Ditidaht is authorized to sign this Amended Framework Agreement on behalf of the Ditidaht.

15.3 The Chief Councillor of the Pacheedaht is authorized to sign this Amended Framework Agreement on behalf of the Pacheedaht.

15.4 The Minister of Indian Affairs and Northern Development is authorized to sign this Amended Framework agreement on behalf of Canada.

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

16. AMENDMENT

16.1 This Amended Framework Agreement may be amended by agreement of the Parties in writing.

Signed on Behalf of the Ditidaht First Nation:

Jack Thompson
Chief Councillor

Signed on Behalf of the Pacheedaht First Nation:

Marvin McClurg
Chief Councillor

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