

# Nazko Framework Agreement

Initialed October 10, 1996

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 19\_\_ BETWEEN:

THE NAZKO FIRST NATION as represented by its Council,  
("Nazko First 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, including rights that now exist by way of land claims agreements or that may be so acquired;

B.

The Parties are committed to conducting the negotiations in accordance with a government-to-government relationship within the framework of the Constitution of Canada and under the British Columbia Treaty Commission process and the Parties are committed to negotiating, in accordance with their respective policies.

C.

For greater certainty, Canada is committed to negotiating self-government under "*Aboriginal Self-Government - The Government of Canada's Approach to Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government*," 1995. Canada's approach to negotiating self-government will not limit or restrict the positions that the other Parties may take.

D.

The Parties wish to begin treaty negotiations that will provide certainty in the future with respect to ownership and rights to lands and resources within the Nazko First Nation Traditional Territory.

The Parties agree as follows:

## **1. DEFINITIONS**

1.1

In this Agreement:

"Agreement-in-Principle" means the agreement approved as evidenced by the signatures of the Parties at the end of Stage 4 of the BCTC process, and comprised of various Chapters and other provisions as agreed,

"BCTC" means the British Columbia Treaty Commission,

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

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

"Chief Negotiator(s)" means the negotiator(s) appointed by each of the Parties for the treaty negotiations as contemplated by the BCTC Process,

"Final Agreement" means the agreement or agreements formally signed, ratified, and brought into effect by the Parties at the end of Stage 5 of the BCTC Process,

"Nazko First Nation Traditional Territory" means the geographic areas identified by the Nazko First Nation as its traditional territory on the map most recently accepted by the British Columbia Treaty Commission for purposes of treaty negotiations in the BCTC process,

"Overlap" means the geographic area within the Nazko First Nation Traditional Territory claimed by a First Nation other than the Nazko First Nation.

## **2. PURPOSE OF THE FRAMEWORK AGREEMENT**

2.1

The purpose of this Agreement is to guide the conduct of treaty negotiations among the Nazko First

Nation, Canada and British Columbia towards completion of the Final Agreement, and to set out the timing, process and substantive issues for the negotiations.

### **3. PARTIES TO THE AGREEMENT-IN-PRINCIPLE**

#### **3.1**

The only Parties to the negotiations and resulting agreements will be the Nazko First Nation, Canada, and British Columbia.

### **4. SCHEDULING AND TIMING**

#### **4.1**

The Parties will negotiate with the intention of concluding Agreement-in-Principle negotiations on the substantive issues listed in section 5 below.

#### **4.2**

In accordance with workplans developed pursuant to section 6, it is projected that the Agreement-in-Principle will be concluded within four to five (4-5) years from the date of execution of this Agreement.

### **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. It is not intended to be exhaustive and other substantive issues may be addressed at the table by agreement of the Chief Negotiators:

5.1.1 land,

5.1.2 water rights and management,

5.1.3 resources including, but not limited to:

- i. fisheries and marine resources
- ii. forestry, including flora,
- iii. wildlife,
- iv. non-renewable resources, including sub-surface ownership, and
- v. parks and protected areas,

5.1.4 financial component,

5.1.5 nature, structure, jurisdiction and authority of Nazko First Nation government,

5.1.6 economic development,

5.1.7 environmental management, protection and assessment,

5.1.8 culture, artifacts and heritage,

5.1.9 eligibility and enrolment,

5.1.10 fiscal arrangements and taxation,

5.1.11 certainty,

5.1.12 ratification,

5.1.13 amendment procedures,

5.1.14 dispute resolution,

5.1.15 implementation,

5.1.16 intergovernmental relationships,

5.1.17 access,

5.1.18 program standards and authorities to deliver services

5.1.19 third party and public interests.

## 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 and is not intended to predetermine any outcomes from these negotiations.

## 5.3

Substantive issues requiring regional or province-wide negotiations or discussion will be identified and negotiated accordingly.

## 5.4

The issue of constitutional protection, as it applies to the various provisions negotiated on each substantive issue will be addressed prior to conclusion of an Agreement-in-Principle.

# 6. NEGOTIATION PROCESS

## 6.1

Negotiations will take place at a main table (the "Main Table"). The Chief Negotiators will be responsible for conduct and coordination of the negotiations, including:

6.1.1 managing the negotiation process including the development of workplans and the setting of priorities,

6.1.2 negotiating and recommending for approval an Agreement-in-Principle and a Final Agreement,

6.1.3 implementing and managing the Openness Protocol referred to in section 10.1 of this Agreement,

6.1.4 implementing detailed procedures, consistent with this Agreement, to guide the Parties during Agreement-in-Principle negotiations as outlined in the Procedures Agreement negotiated by the parties.

6.1.5 establishing working groups, side tables and other processes, as agreed, and

6.1.6 implementing dispute resolution mechanisms, as agreed.

## 6.2

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

## 6.3

Once they have initialled the Chapters, the Chief Negotiators will negotiate an Agreement-in-Principle by consolidating the Chapters and adding necessary provisions as agreed.

## 6.4

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

## 6.5

Prior to the Agreement-in-Principle being signed by the Parties, any Chief Negotiator may request that

any initialled Chapter be reconsidered and amended. Any initialled Chapter may be amended by agreement in writing of the Chief Negotiators.

6.6

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

6.7

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

## **7. OVERLAPS**

7.1

The Nazko First Nation will resolve any overlaps it may have with other First Nations during the Agreement-in-Principle stage of the BCTC Process and report back to the Main Table regularly 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 Nazko First Nation may consider other options to resolve the overlaps, including seeking assistance from the BCTC.

## **8. INTERPRETATION**

8.1

This Agreement is not legally binding and does not create, recognize, affirm, deny or amend any rights.

8.2

This Agreement is not intended to be a treaty nor to constitute a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*.

8.3

The Nazko First Nation treaty will constitute a treaty within the meaning of section 35 of the *Constitution Act, 1982*.

8.4

The treaty negotiations and all related documents, except for a Final Agreement that is in effect, are without prejudice to the legal positions taken by any of the Parties in court proceedings or any other forum.

8.5

No statement made or document prepared by one or more of the Parties for the purpose of treaty negotiations shall be construed as an admission of fact or liability in court proceedings or any other forum.

## **9. SUSPENSION OF NEGOTIATIONS**

### 9.1

While the Parties are committed to the six stage BCTC Process, any Party may suspend the negotiations contemplated by this Agreement by providing written notice, which sets out the reasons for suspension and the date of the commencement of the suspension, to the other Parties and to the BCTC.

### 9.2

Prior to suspending negotiations, and where the Parties agree, reasonable efforts will be made to enter into appropriate methods of alternative dispute resolution, including referral to the BCTC or an independent dispute resolution body.

## **10. PUBLIC INFORMATION, OPENNESS AND CONSULTATION**

### 10.1

The Parties recognize the need to provide information to the public on the negotiation process and to consult with those whose interests may be affected by the negotiations. For this purpose, the Chief Negotiators signed the Openness Protocol dated June 14, 1996.

## **11. APPROVAL OF THIS AGREEMENT**

### 11.1

The Chief Negotiators, by initialling this Agreement, will signify their intention to recommend it to the Parties for their approval.

### 11.2

The Parties will signify approval of this Agreement by the signature of their authorized representative.

### 11.3

The Chief Negotiator for the Nazko First Nation is authorized to sign this Agreement on behalf of the Nazko First Nation.

### 11.4

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

### 11.5

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

## **12. AMENDMENTS**

12.1

Except as provided in subsection 12.2, this Agreement may only be amended by agreement of the Parties in writing.

12.2

The Chief Negotiators may, by agreement in writing, amend the list of substantive issues for negotiation as set out in section 5.1.

## **13. INTERIM MEASURES**

13.1

The Parties may negotiate and enter into interim measures agreements during treaty negotiations in order to protect provisions already agreed upon at the negotiation table when an interest is being affected which could undermine the process.

## **14. GOVERNMENT PROGRAMS**

14.1

During the negotiation process, members of the Nazko First Nation will continue to enjoy the same rights and benefits as any citizen of Canada and resident of British Columbia.

14.2

During the negotiation process, members of the Nazko First Nation will also continue to 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 and organizations in accordance with the criteria established from time to time for the application of those programs and services.

## **15. INFORMATION SHARING**

15.1

The Parties recognize the need to share information during the negotiations. For this purpose, the Chief Negotiators agreed to information sharing principles on June 14, 1996.

Signed on behalf of the NAZKO FIRST NATION as represented  
by

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 Ronald A. Irwin, 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 John Cashore, Minister of Aboriginal Affairs

DRAFT NAZKO FRAMEWORK AGREEMENT  
August 29, 1996