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MORICETOWN

PRESENT FOR BC:

Mark Stevenson, Carol Ann Shearer (1st day), John Cowell.

PRESENT FOR CANADA: Tom Molloy, Bill Zaharoff, Cathy Chalupa.

PRESENT FOR WET'SUWET'EN:

Herb George, Frank Cassidy, Vi Gellenbeck,

PRESENT FOR B.C. TREATY COMMISSION:

Openness discussion the entire first day. Wet'suwet'en and Canada want basically closed main-table sessions with some open sessions on general topics and on public education and 3rd party consultation as well as some documents. Discussion put over until Nov. 18 as Canada has not formed its openness policy to formally put on the table. We will have to deal with procedures for step 3 after openness. All three parties will discuss their interests on their vision of the treaty for framework at the Nov. 18/94 meeting. Discussion on what a framework agreement might look like.

SUMMARY OF UNDERTAKINGS:

We will rotate the keeping of the summary of meetings between the parties (Canada this time). Canada will set up a conference call on Nov. 21 re: Public Ed meeting in Houston on Dec. 7/94. Wet'suwet'en will redraft openness protocol for Nov 18 meeting and fax copies to us by Nov. 15. If openness solved then working committee will then work on procedures to stage 3. Canada will call Wet'suwet'en re: budget for Nov. 19 Smithers Public Education Form.

SUMMARY OF AGREEMENTS:

Accepted the joint Public Education document. Wet'suwet'en want to make sure they have enough resources before making a final commitment. Agreed the TAC Rep wouldn't come to the table until after a determination of readiness for all parties and responsibilities are signed off. Jan. 1/95 is our time frame for being declared ready. We agree to the joint information sharing principles with an additional footnote re: cost sharing.{"In order to implement these principles it is recognized that mechanisms on information sharing, including those dealing with cost-sharing, need to be developed"} We will have a more detailed cost-sharing meeting in Vancouver, after the one on Nov. 18/94. Dec. 6/94 meeting will deal with openness, procedures to stage 3, a 6 month work plan and meeting schedule, and a detailed discussion on vision and interests by all three parties.

SUMMARY OF ACTION POINTS:

Province will draft for the Nov. 18 meeting terms of reference and responsibilities re: TAC's access to information from the main table through the TAC Rep. Province will check internally the roll it sees for a RAC member at the main-table.

NEXT MEETING:

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Times (Scalable)

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MORRICETOWN

PRESENT FOR BC:

Mark Stevenson, Carol Ann Shearer, Sandy Fraser, Roger
Graham, John Cowell, Boris Tyzuk, John Pyper.

PRESENT FOR CANADA: Tom Malloy, Bill Zarahof, Cathy Chalupa, Joan McEwan.

PRESENT FOR WET'SUWET'EN:

Herb George, Frank Cassidy, Vi Gellenbreck,

PRESENT FOR B.C. TREATY COMMISSION:

SUMMARY OF UNDERTAKINGS:

SUMMARY OF AGREEMENTS:

SUMMARY OF ACTION POINTS:

NEXT MEETING:

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APPROVED: Original Signed By:

Mark Stevenson

Treaty Negotiator

Northwest Coast Region

MORICETOWN

PRESENT FOR BC:

Mark Stevenson, John Cowell.

PRESENT FOR CANADA: Tom Malloy, Cathy Chalupa, Michael Friedlander.

PRESENT FOR WET'SUWET'EN:

Herb George, Frank Cassidy, Vi Gellengreck

Darlene Glain,

PRESENT FOR B.C. TREATY COMMISSION:

Canada did a presentation on cost - sharing. Canada presented their draft paper on Openness. Parties agreed to make best efforts to have framework done in early Jan. 95. Had detailed discussion on the Wet'suwet'en Openness draft and role of TAC and TAC Rep.

SUMMARY OF UNDERTAKINGS:

The working group will meet to work on the Openness protocol for next main table. Wk group to review any clauses and as well clauses: 2nd whereas - "expeditious, fair", 1.2 - remove?, 2.2.3 & 2.2.5 & 2.2.7 are all subject to the approval of the originating parties. the opinion of the Chief Negotiators are sufficiently developed to accurately reflect the concerns of the 3 parties". Canada will draft statement for the start of part 2 & describe 2.2 and 2.3. MS wanted added to 2.3 "nothing in 2.3 is intended to diminish the ability of any of the parties to consult prior to tabling a position". 2.3.5 - delete. 3.1.1 - no agreement that it should be in or out. 3.1.2 & 3.1.3 - change "briefings" to "consultations". 3.1.3 - use "periodic" consultations. 4.1 - insert "may include events" after "these events". & delete the last sentence and insert "These forums will provide an opportunity for question and answers." 4.2 Canada to provide wording on 4 from their paper. 5.1.1- delete last five words, 5.1.2 - delete, 5.1 no agreement re: role of RAC .

SUMMARY OF AGREEMENTS:

TAC letter to add MOU provisions, change purpose to prov. only, deal with "incamera" wording, only local govt issues to TAC, No non-public documents to TAC.

Working group come up with a 6 month work plan for next main table.

SUMMARY OF ACTION POINTS:

B.C to rewrite TAC responsibilities for next working group session.

NEXT MEETING:

Dec. 6-8 1994 at Moricetown

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MORICETOWN

Mark Stevenson

PRESENT FOR BC:

Mark Stevenson, John Cowell, Lisa Harney.

PRESENT FOR CANADA: Bill Zarahoff, Cathy Chalupa, Pauline LaMothe, Andrew Beynon.

PRESENT FOR WET'SUWET'EN:

Herb George, Frank Cassidy, Vi Gellenbeck,

Marvin George, Eileen Joseph, George Hollands, Jennifer David, George Williams.

PRESENT FOR B.C. TREATY COMMISSION:

Openness Protocol, rules for TAC Rep for Information Sharing, Procedures for Stage 3, Public Information Activities, Stage 3 Workplan, and the Province made its Interests presentation. Canada would not move on their Openness Protocol and seems to want Maintable meetings once every six weeks. Tom Molloy not at Maintable s.22

s.22 . Wet'suwet'en didn't present Vision and will wait for Tom.

SUMMARY OF UNDERTAKINGS:

Canada to try to submit its readiness documents on Dec. 14/95 and try to get BCTC to deal with it this year. Public Education Committee to meet re: Action Plan. Next Maintable set for Feb.8-9/95. Working Group to meet prior to next Maintable.

SUMMARY OF AGREEMENTS:

Openness Protocol to Framework, rules for TAC Rep. for Information Sharing to Framework, Stage 3 Procedures. Documents to be initialed

SUMMARY OF ACTION POINTS:

Meeting Dec. 13/94 to initial documents.

Working Group to meet prior to Feb. 95 maintable and set next maintable agenda, arrange date for Wet'suwet'en Vision presentation, and set the dates for the following two maintable sessions. Public Education Committee is to meet prior to Feb. 95 maintable to look at Public Education activities to occur with next maintable.

NEXT MEETING:

Feb. 8-9/95 at Moricetown

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WET'SUWET'EN MAINTABLE

MORICETOWN

PRESENT FOR BC:

Mark Stevenson, John Cowell, Lisa Harney.

PRESENT FOR CANADA: Bill Zarahoff, Cathy Chalupa, Pauline LaMothe, Andrew Beynon.

PRESENT FOR WET'SUWET'EN:

Herb George, Frank Cassidy, Vi

Gellenbeck, Marvin George, Eileen Joseph, George Hollands,

Jennifer David, George Williams.

SUMMARY OF UNDERTAKINGS:

Canada to try to submit its readiness documents on Dec. 14/95 and try to get BCTC to deal with it this year. Next Maintable set for Feb.8-9/95.

SUMMARY OF AGREEMENTS:

Openness Protocol to Framework, rules

for TAC Rep. for Information Sharing to Framework, Stage 3

Procedures. Documents to be initialed on Dec. 13/94.

SUMMARY OF ACTION POINTS:

Meeting Dec. 13/94 to initial

documents. Working Group to meet prior to Feb. 95 maintable and set next maintable agenda, arrange date for Wet'suwet'en Vision presentation, develop workplan for framework, and set the dates for the following two maintable sessions. Public Education Committee is to meet prior to Feb. 95 maintable to look at Public Education activities to occur with next maintable.

NEXT MEETING:

Feb. 8-9/95 at Moricetown

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GITXSAN TREATY OFFICE

Mark Stevenson

JAN 18 1994 BCTC MEETING

PRESENT FOR BC:

Mark Stevenson, John Cowell,

PRESENT FOR CANADA: Tom Malloy, Cathy Chalupa,

PRESENT FOR WET'SUWET'EN:

Herb George, Frank Cassidy, Vi Gellenbeck

PRESENT FOR B.C. TREATY COMMISSION:

SUMMARY OF UNDERTAKINGS:

SUMMARY OF AGREEMENTS:

SUMMARY OF ACTION POINTS:

NEXT MEETING:

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WILC

Mark Stevenson

GITXAN TREATY OFFICE

PRESENT FOR BC:

Mark Stevenson, John Cowell, Sandy Fraser, Carol Ann

Shearer, John Pyper, Lisa Harney, Boris Tyzuk, Shelley Brown.

PRESENT FOR CANADA: Tom Malloy, Cathy Chalupa, Paulene LaMothe, Joan McEwen, Nola Landucci, Andrew Beynon.

PRESENT FOR WET'SUWET'EN:

Herb George, Frank Cassidy, Vi Gellenbeck,

Darlene Glain, Maureen George, Lenord George, George Holland, Donna Williams.

PRESENT FOR B.C. TREATY COMMISSION:

Carole Corcoran, Lori Davis

MAJOR ISSUES:

BCTC meeting to determine readiness for the Table as all three Parties

had been already been determined ready. Table declared ready on

SUMMARY OF UNDERTAKINGS:

It was agreed the Parties would provide meeting

summaries to the BCTC. The BCTC wanted to know when we were finished each stage and also suggested we send in quarterly reports.

NEXT MEETING:

None set out.

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Mark Stevenson

MORICETOWN

PRESENT FOR BC:

Mark Stevenson, John Cowell, Carol Ann Shearer, Boris

Tyzuk, Jim Davidson.

PRESENT FOR CANADA: Tom Malloy, Cathy Chalupa, Paulene LaMothe.

PRESENT FOR WET'SUWET'EN:

Herb George, Vi Gellenbeck, Marvin George,

Ken George, George Williams.

PRESENT FOR B.C. TREATY COMMISSION:

MAJOR ISSUES:

Framework Agreement and Open meeting. Worked the first morning of a planned two day session on the Framework Agreement until the Wet'suwet'en experienced internal problems with some of their people wanting to "crash" the closed meeting and possibly cause problems at the open meeting scheduled for the next day. The Wet'suwet'en requested that we adjourn the meetings until they had worked through the difficulties. We broke at 1pm.

SUMMARY OF UNDERTAKINGS:

None

NEXT MEETING:

None set

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OPENNESS PROTOCOL
TAC RULES

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Wet'suwet'en Working Group

Conf. call aug.16/95

(In addition to the 5 questions:)

Completed draft agenda and it was approved by Mark

Frank suggested -

sub-agreements be written with all three

Parties language in the same document and each in a different font for recognition.

-I said no. The way we are doing it is fine.

-The Feds hate the idea and said no.

Working Group to review the L&R workplan on Sept 18

Parties to do vision statements and Frank will consolidate for MT

Ratification

Wet'suwet'en will re-do the wording of their

ratification process and supply the text to Canada as they will retype the Ratification document to reflect main table changes.

Wanted to tie ratification process to consensus process. They are to provide new working of what they want.

-B.C. to redraft part 8 for Sept 8 - assigned to Boris

-B.C. to say if it is part of the Ratification Committee

Frank wanted written interest statements for B.C. and Canada

-Canada and I committed to have CNs speak to it at MT

Wet'suwet'en wanted substantive changes to E&E

regarding the criteria and who administers the criteria. They made large steps backward from last 2 maintables. Wanted only chiefs to make the decisions and not for us to agree to criteria.

Wanted to know what our interests were in the issue.

-I told them we had provided all the info before and we could not make these kind of substantive changes at a working group.

-Canada felt the same way.

-Matter is to go back to the main table for direction.

-CNs to give clear direction to their representatives

-PWIG needs to tell us in advance why they want to do things

-they need to check issues with their CN's prior to MT

-they are to redraft their paper(guidelines)

-PWIG to come to next MTWG meeting

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send these notes for the Premier's

address on his Working Sessi

n Treatiu

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**AN ACCORD OF
RECOGNITION AND RESPECT**

BETWEEN:

**HER MAJESTY THE QUEEN
IN RIGHT OF BRITISH COLUMBIA**

AND:

**THE HEREDITARY CHIEFS OF THE
GITKSAN AND WET'SUWET'EN PEOPLES**

WHEREAS the Hereditary Chiefs of the Gitksan and Wet'suwet'en Peoples (the Hereditary Chiefs) have asserted their ownership and jurisdiction over and in their traditional territories;

AND WHEREAS Her Majesty the Queen in right of the Province of British Columbia (the Province), while asserting its ownership and jurisdiction over and in the same territories, has announced its recognition of Aboriginal title and the inherent right of Aboriginal self-government;

AND WHEREAS the Hereditary Chiefs were granted leave from the Supreme Court of Canada to appeal the ruling of the Court of Appeal of British Columbia regarding Delgam Uukw v. The Queen, and the Province was granted leave to cross appeal;

AND WHEREAS the Hereditary Chiefs and the Province (the Parties) prefer negotiations rather than litigation as the route to co-existence based upon mutual recognition and respect of one another's rights;

AND WHEREAS the Parties will conduct the negotiations contemplated in this Accord in relation to those territories outlined in the Statement of Intent submitted to the British Columbia Treaty Commission (the Territories);

AND WHEREAS the Gitksan Hereditary Chiefs and the Wet'suwet'en Hereditary Chiefs each desire to pursue separate treaty negotiations with the governments of Canada and British Columbia under the auspices of the British Columbia Treaty Commission, which will ultimately lead to treaties for the purposes of section 35 of the Constitution Act, 1982:

THE PARTIES AGREE AS FOLLOWS:

1. Upon the signing of this Accord, to seek an adjournment, for a period of one year, from the Supreme Court of Canada, of the appeal in Delgam Uukw v. the Queen.
2. Upon the signing of this Accord, to approach the British Columbia Treaty Commission, and inform it that the Parties are prepared to commence trilateral treaty negotiations and wish to do so as soon as possible, under the auspices of the Treaty Commission and to obtain the agreement of Canada to participate in such treaty negotiations.
3. To jointly approach the Supreme Court of Canada for the adjournment of the proceedings referred to in clause 1, by no later than July 7, 1994 and to obtain the agreement of Canada on such adjournment.

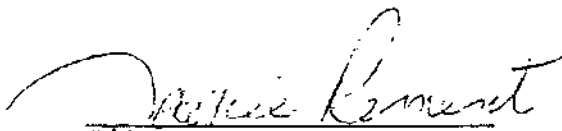
4. Once the adjournment is granted, the Parties agree to:
 - 4.1 Issue a joint statement regarding mutual respect for the histories, the laws, customs and institutions of Gitksan and Wet'suwet'en societies and of the laws of British Columbia.
 - 4.2 Proceed with tri-partite treaty negotiations, under the auspices of the B.C. Treaty Commission, in accordance with clauses 4.4 to 4.8 below, commencing within 30 days from the signing of this Accord, with an effort to reach agreement on a work plan setting out achievable goals during the term of this Accord as well as agreement on the process, structure and scope of treaty negotiations, including interim protection measures.
 - 4.3 In the event that the B.C. Treaty Commission determines that either one of the Parties or Canada is not ready to commence tri-partite negotiations, the Parties will proceed with bilateral negotiations in accordance with clauses 4.4 to 4.8, subject to the limits of provincial jurisdiction. Both Parties are clear in their preference to commence tri-partite treaty negotiations, with the participation of Canada. This bilateral process would be initiated only if tri-partite treaty negotiations do not take place.
 - 4.4 Request that the Treaty Commission establish, under its auspices, two separate sets of negotiations, one for the Wet'suwet'en and the Crown and one for the Gitksan and the Crown, with a view of having such tables established on or about July 15, 1994.
 - 4.5 Commence discussions in each of the two sets of negotiations in relation to the following matters:
 - a) the co-existence of Gitksan and Wet'suwet'en and Crown rights over and within the Territories;
 - b) economic initiatives, including financial and other specific initiatives, to provide for greater participation of and benefits for the Gitksan and Wet'suwet'en peoples in relation to all sectors of the local and regional economy;
 - c) jurisdictional arrangements;
 - d) cooperative efforts by and arrangements and agreements between the Gitksan and Wet'suwet'en governments and the Crown regarding the development, protection and rehabilitation of environment, waters, lands and renewable and non-renewable resources; and

- e) cooperative efforts by and arrangements between Gitksan and Wet'suwet'en governments and the Crown regarding social, health, education, justice and community services.
- 4.6 Establish necessary negotiating structures to deal with each of the matters to which reference is made in clauses 4.4 and 4.5;
- 4.7 Proceed on the basis that the negotiations will not be limited to the matters outlined in clauses 4.4 and 4.5; and
- 4.8 Acknowledge that any overlaps asserted by aboriginal peoples other than the Gitksan and Wet'suwet'en peoples in relation to the Territories will be addressed in accordance with clause 7.1(f)(ii) of the British Columbia Treaty Commission Agreement.
- 5. To make these negotiations as productive as possible, the Parties further agree that the Province will:
 - 5.1 contribute negotiating funds to the Gitksan and Wet'suwet'en peoples and such funding will remain in effect until the start of treaty negotiations; and
 - 5.2 fully staff a regional Provincial negotiating team to engage in the negotiations. This team will treat these negotiations as a priority over the period covered by this Accord.
- 6. The adjournment may be extended for an additional six months, with the concurrence of the Supreme Court of Canada. If one or more of the Parties does not agree to the further adjournment at that time, then the Supreme Court will be informed that the adjournment has been concluded, and that negotiations have been terminated.
- 7. During the period of the adjournment, no actions will be taken by either of the Parties in preparation for the appeal in Delgam Uukw v. the Queen.
- 8. If there is no discontinuance of all the matters raised in the appeal of Delgam Uukw v. the Queen by each of the Parties (including each of the named appellants), after the one year period of adjournment, or after the end of any additional adjournment periods, the time required for the Appeal will start three months after the end of any adjournment periods.


9. If the Parties to this Accord agree that significant progress in relation to the matters to which reference is made in clauses 4.2 and 4.5 has been made prior to the end of the one year adjournment, to which reference is made in clause 1, then the Hereditary Chiefs will discontinue their appeal in Delgam Uukw v. the Queen, and the Province will discontinue its cross appeal.
10. This Accord, and any other sub-agreements or documents which may flow from this Accord, save and except for any final settlement agreement or treaty, is without prejudice to the aboriginal rights, treaty rights or other rights of the Hereditary Chiefs or the rights of the Province, or any positions that may be taken by either party in any litigation or any process of whatever kind in relation to the rights of the Parties.


In witness whereof the Parties have executed this Agreement
the 13th day of June, 1994.

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, by the Honourable Michael Harcourt, Premier of British Columbia, the Honourable John Cashore, Minister of Aboriginal Affairs, and the Honourable Colin Gabelmann, Attorney General:


Witness


the Premier of British Columbia


the Minister of Aboriginal Affairs


the Attorney General

SIGNED on behalf of THE HEREDITARY CHIEFS OF THE GITKSAN AND
WET'SUWET'EN PEOPLES by Delgamuukw (Earl Muldoe) and Gisday Wa
(Alfred Joseph):

Maria E. Johnson
Witness

Earl Muldoe
Delgamuukw

Alfred Joseph
Gisday Wa

AN ACCORD OF
RECOGNITION AND RESPECT

BETWEEN:

HER MAJESTY THE QUEEN
IN RIGHT OF BRITISH COLUMBIA

AND:

THE HEREDITARY CHIEFS OF THE
GITKSAN AND WET'SUWET'EN PEOPLES

WHEREAS the Hereditary Chiefs of the Gitksan and Wet'suwet'en Peoples (the Hereditary Chiefs) have asserted their ownership and jurisdiction over and in their traditional territories;

AND WHEREAS Her Majesty the Queen in right of the Province of British Columbia (the Province), while asserting its ownership and jurisdiction over and in the same territories, has announced its recognition of Aboriginal title and the inherent right of Aboriginal self-government;

AND WHEREAS the Hereditary Chiefs were granted leave from the Supreme Court of Canada to appeal the ruling of the Court of Appeal of British Columbia regarding Delgam Uukw v. The Queen, and the Province was granted leave to cross appeal;

AND WHEREAS the Hereditary Chiefs and the Province (the Parties) prefer negotiations rather than litigation as the route to co-existence based upon mutual recognition and respect of one another's rights;

AND WHEREAS the Parties will conduct the negotiations contemplated in this Accord in relation to those territories outlined in the Statement of Intent submitted to the British Columbia Treaty Commission (the Territories);

AND WHEREAS the Gitksan Hereditary Chiefs and the Wet'suwet'en Hereditary Chiefs each desire to pursue separate treaty negotiations with the governments of Canada and British Columbia under the auspices of the British Columbia Treaty Commission, which will ultimately lead to treaties for the purposes of section 35 of the Constitution Act, 1982;

THE PARTIES AGREE AS FOLLOWS:

1. Upon the signing of this Accord, to seek an adjournment, for a period of one year, from the Supreme Court of Canada, of the appeal in Delgam Uukw v. the Queen.
2. Upon the signing of this Accord, to approach the British Columbia Treaty Commission, and inform it that the Parties are prepared to commence trilateral treaty negotiations and wish to do so as soon as possible, under the auspices of the Treaty Commission and to obtain the agreement of Canada to participate in such treaty negotiations.
3. To jointly approach the Supreme Court of Canada for the adjournment of the proceedings referred to in clause 1, by no later than July 7, 1994 and to obtain the agreement of Canada on such adjournment.

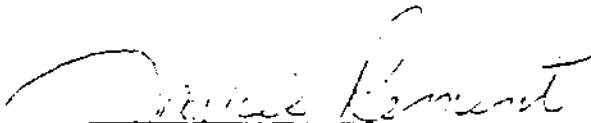
4. Once the adjournment is granted, the Parties agree to:
 - 4.1 Issue a joint statement regarding mutual respect for the histories, the laws, customs and institutions of Gitksan and Wet'suwet'en societies and of the laws of British Columbia.
 - 4.2 Proceed with tri-partite treaty negotiations, under the auspices of the B.C. Treaty Commission, in accordance with clauses 4.4 to 4.8 below, commencing within 30 days from the signing of this Accord, with an effort to reach agreement on a work plan setting out achievable goals during the term of this Accord as well as agreement on the process, structure and scope of treaty negotiations, including interim protection measures.
 - 4.3 In the event that the B.C. Treaty Commission determines that either one of the Parties or Canada is not ready to commence tri-partite negotiations, the Parties will proceed with bilateral negotiations in accordance with clauses 4.4 to 4.8, subject to the limits of provincial jurisdiction. Both Parties are clear in their preference to commence tri-partite treaty negotiations, with the participation of Canada. This bilateral process would be initiated only if tri-partite treaty negotiations do not take place.
 - 4.4 Request that the Treaty Commission establish, under its auspices, two separate sets of negotiations, one for the Wet'suwet'en and the Crown and one for the Gitksan and the Crown, with a view of having such tables established on or about July 15, 1994.
 - 4.5 Commence discussions in each of the two sets of negotiations in relation to the following matters:
 - a) the co-existence of Gitksan and Wet'suwet'en and Crown rights over and within the Territories;
 - b) economic initiatives, including financial and other specific initiatives, to provide for greater participation of and benefits for the Gitksan and Wet'suwet'en peoples in relation to all sectors of the local and regional economy;
 - c) jurisdictional arrangements;
 - d) cooperative efforts by and arrangements and agreements between the Gitksan and Wet'suwet'en governments and the Crown regarding the development, protection and rehabilitation of environment, waters, lands and renewable and non-renewable resources; and

- e) cooperative efforts by and arrangements between Gitksan and Wet'suwet'en governments and the Crown regarding social, health, education, justice and community services.
- 4.6 Establish necessary negotiating structures to deal with each of the matters to which reference is made in clauses 4.4 and 4.5;
- 4.7 Proceed on the basis that the negotiations will not be limited to the matters outlined in clauses 4.4 and 4.5; and
- 4.8 Acknowledge that any overlaps asserted by aboriginal peoples other than the Gitksan and Wet'suwet'en peoples in relation to the Territories will be addressed in accordance with clause 7.1(f)(ii) of the British Columbia Treaty Commission Agreement.
- X 5. To make these negotiations as productive as possible, the Parties further agree that the Province will:
 - 5.1 contribute negotiating funds to the Gitksan and Wet'suwet'en peoples and such funding will remain in effect until the start of treaty negotiations; and
 - 5.2 fully staff a regional Provincial negotiating team to engage in the negotiations. This team will treat these negotiations as a priority over the period covered by this Accord.
- 6. The adjournment may be extended for an additional six months, with the concurrence of the Supreme Court of Canada. If one or more of the Parties does not agree to the further adjournment at that time, then the Supreme Court will be informed that the adjournment has been concluded, and that negotiations have been terminated.
- 7. During the period of the adjournment, no actions will be taken by either of the Parties in preparation for the appeal in Delgam Uukw v. the Queen.
- 8. If there is no discontinuance of all the matters raised in the appeal of Delgam Uukw v. the Queen by each of the Parties (including each of the named appellants), after the one year period of adjournment, or after the end of any additional adjournment periods, the time required for the Appeal will start three months after the end of any adjournment periods.

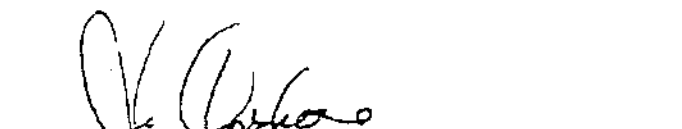
9. ~~✓~~ If the Parties to this Accord agree that significant progress in relation to the matters to which reference is made in clauses 4.2 and 4.5 has been made prior to the end of the one year adjournment, to which reference is made in clause 1, then the Hereditary Chiefs will discontinue their appeal in Delgam Uukw v. the Queen, and the Province will discontinue its cross appeal.
10. This Accord, and any other sub-agreements or documents which may flow from this Accord, save and except for any final settlement agreement or treaty, is without prejudice to the aboriginal rights, treaty rights or other rights of the Hereditary Chiefs or the rights of the Province, or any positions that may be taken by either party in any litigation or any process of whatever kind in relation to the rights of the Parties.


In witness whereof the Parties have executed this Agreement
the 13th day of June, 1994.

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, by the Honourable Michael Harcourt, Premier of British Columbia, the Honourable John Cashore, Minister of Aboriginal Affairs, and the Honourable Colin Gabelmann, Attorney General:


Witness


the Premier of British Columbia


the Minister of Aboriginal Affairs


the Attorney General

SIGNED on behalf of THE HEREDITARY CHIEFS OF THE GITKSAN AND
WET'SUWET'EN PEOPLES by Delgamuukw (Earl Muldoe) and Gisday Wa
(Alfred Joseph):

Mary E. Johnson
Witness

Earl Muldoe
Delgamuukw

Alfred Joseph
Gisday Wa

**SIGNIFICANT PROGRESS AGREEMENT
BETWEEN THE PROVINCE OF BRITISH COLUMBIA AND
THE GITXSAN FIRST NATION**

1. PURPOSE:

The purpose of this agreement is to provide greater definition to the term "significant progress" in order to guide the pace of negotiations envisioned by the Accord of Recognition and Respect (the Accord). This agreement is intended to be a sub-agreement under the Accord.

2. PARTIES

The parties to this agreement are the Gitxsan Peoples, represented by Don Ryan, Chief Negotiator, and the Province of British Columbia, represented by Mark L. Stevenson, Treaty Negotiator.

3. SCOPE

The scope of the negotiations during the period for which the Accord is in effect will focus primarily on treaty negotiations, but will also include necessary bi-lateral negotiations.

4. TREATY NEGOTIATIONS

Discussions will concentrate on: concluding a Framework Agreement and Agreement in Principle negotiations. Best efforts will be made to complete a Framework Agreement by March 31, 1995, and conclude an Agreement in Principle within 24 months after the completion of the Framework Agreement. Both the Framework Agreement and the Agreement in Principle will be subject to approval by the Gitxsan Hereditary Chiefs and house members according to custom and by the normal approval processes of government.

The parties will further commit to a best effort to complete a final treaty by December 31, 1997.

5. BI-LATERAL NEGOTIATIONS

The Province of British Columbia recognizes the Gitxsan have aboriginal rights in respect of their traditional territory, and the inherent right to self-government. Such rights are community rights.

With respect to land and resource rights, it is understood by the parties that the Province of British Columbia's "Crown Land Activities and Aboriginal Rights Policy Framework" dated January 25, 1995, has been designed in response to the Province's legal obligations arising from Delgam Uukw.

It is understood that these bi-lateral negotiations are intended to arrive at agreements that are within the existing legislative framework of the provincial government. It is also understood that the legal obligations of the Province arising from Delgam Uukw will result in significant changes to government operations.

- a) The bi-lateral negotiations shall focus on the following topic areas:
 - Forest Resource Management
 - Co-operative Planning
 - Human and Social Services
- b) As a priority, the bi-lateral negotiations will focus on issues related to agreement on forest resource management, and best efforts will be made to reach agreement on forest resource management by March 31, 1995.
- c) Bi-lateral negotiations on co-operative planning will focus on mutually agreeable structures and mechanisms to integrate Gitxsan and provincial land and resource strategic planning processes and initiatives within Gitxsan traditional territory. Best effort will be made to reach agreement on strategic level co-operative planning by March 31, 1995. Additional effort will be made to provide for mutually agreeable Gitxsan input into the operational planning and decision making of other non-forest provincial land and resource management agencies.
- d) With respect to the human and social services topic, it is recognized and acknowledged that the Gitxsan have expressed an objective of achieving direct control over Gitxsan health, education, justice, social and community service programs and delivery mechanisms and that this agreement is but one step toward achieving that end. All activities and initiatives currently being pursued with the Gitxsan by the Province in this regard will continue, and new initiatives, as may be identified from time to time, will be pursued, separate and apart from this agreement. The parties to this agreement will, however, utilize the government-to-government relationship established by this agreement to monitor ongoing activities in this area.

For purposes of this agreement and to provide greater clarity, efforts of the parties shall focus on achieving arrangements in the following four (4) specific areas:

Education: the Ministry of Education will work with the Gitxsan to facilitate an agreement between the Gitxsan and School District #88 which will foster co-operation and communication, and ensure co-management of aboriginal education funding. The Ministry of Education will also work with the Gitxsan to develop a Gitxsan education plan.

Health: funding support for construction of a Gitxsan health centre.

Justice: establishment of a Tribal Police Force.

Social Services: development of a foster parent recruitment and associated training program for Gitxsan citizens.

It is intended to complete bi-lateral negotiations in these four areas within one year of the date of the original adjournment of the Delgam Uukw appeal to the Supreme Court of Canada.

6. INFORMATION SHARING

In order to support the negotiations contemplated under the Accord, the Province shall make available the TRIM data and the Forest Inventory Maps required by the Gitxsan. The Province will be seeking to have the costs of providing this information or data borne in accordance with the provisions of the federal/provincial cost-sharing agreement. Access to additional information or data in other areas, as may be required, will be discussed between the parties and will be provided upon agreement of the parties.

7. MEETINGS

The parties shall have formal bi-lateral Significant Progress Agreement meetings once a month in either Smithers or Hazelton. Notice of cancellation of these meetings shall be in writing. Any one of the parties to these negotiations may request a cancellation.

8. OPENNESS

The parties agree with the principal of openness and agree to comply with the tri-lateral openness protocol.

9. CONTACT PERSONS

For the Province of British Columbia, the contact person for the bi-lateral issues is Sandy Fraser, Negotiator. For the treaty negotiations, the contact person is Carol Ann Shearer, Negotiator.

For the Gitksan, the contact person for the bi-lateral issues is Elmer Derrick. For the treaty negotiations, the contact person is Neil J. Sterritt.

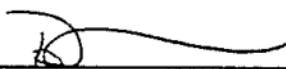
11. FUNDING

Funding for the bi-lateral process will be provided in accordance with the Accord.

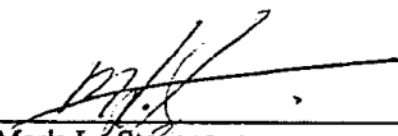
12. GOVERNMENT-TO-GOVERNMENT REVIEW

A government-to-government review of significant progress will occur on or about March 10, 1995, and on or about June 28, 1995, but in any event, prior to one year from the date of the original (July 11, 1994) adjournment of Delgam Uukw.

Signed on this 2nd day of MARCH, 1995.



Don Ryan
Chief Negotiator
Gitksan Treaty Office



Mark L. Stevenson
Treaty Negotiator
Province of British Columbia

GITXSAN FRAMEWORK AGREEMENT

This Agreement is dated June 13, 1995

BETWEEN:

THE GITXSAN

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 Gitxsan assert that they are the original peoples within the Territory and that they have aboriginal rights, ownership, jurisdiction and the right to govern themselves within the Territory.
- B. 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.
- C. The Gitxsan and British Columbia signed an "Accord of Recognition and Respect" on June 13, 1994, and agreed to adjourn the Gitxsan appeal to the Supreme Court of Canada in Delgam Uukw v. The Queen for a period of one

year, and further agreed to commence negotiations, including treaty negotiations.

- D. The Gitxsan, Canada and British Columbia are committed to negotiating a treaty in accordance with the British Columbia Treaty Commission process ("BCTC Process").
- E. By negotiating a treaty, the Parties seek to achieve certainty with respect to the relationship between the Gitxsan, Canada and British Columbia, including authority and jurisdiction of their respective governments, as well as ownership and use of land and resources within the Territory.
- F. 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 "Protocol Regarding the Openness of the Gitxsan Treaty Process."

1. Definitions

- 1.1 "Agreement-in-Principle" means the agreement approved as evidenced by signature of the Parties at the end of Stage 4 of the BCTC Process, and it is comprised of various sub-agreements and other provisions as agreed; the Agreement-in-Principle is not intended to constitute a treaty or land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.
- 1.2 "BCTC Agreement" means the British Columbia Treaty Commission Agreement dated September 21, 1992.
- 1.3 "BCTC Process" means the six stage negotiation process described in the Report of the British Columbia Claims Task Force dated June 28, 1991, and referred to in the BCTC Agreement.
- 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 ratified as evidenced by signature of the Parties at the end of Stage 5 of the BCTC Process.

Subject to Section 5.3, 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

- 1.6 "Overlap" means a geographic area within the Territory which is claimed by a First Nation, as defined in the BCTC Agreement, other than the Gitxsan.
- 1.7 "Sub-Agreement" means an agreement initialled by the Chief Negotiators on a substantive issue listed in Section 5.1.1 of this agreement.
- 1.8 "Territory" means that geographic area identified by the Gitxsan as their

territory on the map attached to the Gitksan Statement of Intent filed with the British Columbia Treaty Commission.

2. Purpose

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

3. Scheduling and Timing

- 3.1 The Parties will negotiate with the intention of concluding an Agreement-in-Principle within 24 months of the signing of this Agreement.

4. Parties to the Agreement-in-Principle

- 4.1 The Parties to the Agreement-in-Principle will be the Gitksan, Canada and British Columbia.

5. Substantive Issues for Negotiation

- 5.1 The Parties are committed to negotiate the following substantive issues and implementation issues with the intention of concluding an Agreement-in-Principle.

- 5.1.1 The following list of substantive issues is not exhaustive and may be amended by agreement in writing of the Chief Negotiators.

- a. Vision for the Treaty
- b. Governance
 - i) Self-government
 - (a) Source
 - (b) Content
 - ii) Inter-governmental relations
 - iii) Transition
- c. Lands and Resources
- d. Fiscal Arrangements
 - i) Financial Benefits
 - ii) Resource Royalty Sharing
 - iii) Taxation

- e. Eligibility and Enrollment
- f. Ratification
- g. Third Party and Public Interest
- h. Certainty

5.1.2 As part of the negotiation of substantive issues in Section 5.1.1, the Parties are committed to negotiate an implementation plan that includes:

- a. Requirements for Legislative Change
- b. Dispute Resolution
- c. Timing
- d. Funding
- e. Participation in drafting Settlement Legislation
- f. Development of the Implementation Plan

5.2 The negotiation of a substantive issue listed in Section 5.1.1 does not commit any of the Parties to conclude an agreement on that issue, or any component of that issue.

5.3 Notwithstanding Section 1.5, the issue of whether Gitxsan governance will receive constitutional protection, including governance provisions as referred to in Section 5.1.1, will be addressed prior to concluding an Agreement-in-Principle.

6. Negotiation Process

6.1 The Chief Negotiators will be responsible for the conduct and coordination of the negotiations.

6.2 Negotiations will be conducted at a main negotiation table (the "Main Table"). The Main Table will be responsible for:

- a) managing the negotiation process including the development of workplans and the setting of priorities;
- b) negotiating and concluding an Agreement-in-Principle and a Final Agreement;
- c) implementing and managing the "Protocol Regarding the Openness of the Gitxsan Treaty Process";
- d) implementing detailed procedures, consistent with this Agreement, to

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guide the Parties during Agreement-in-Principle negotiations as outlined in a document entitled "Gitsan Stage IV Procedures Agreement."

- e) establishing working groups, side tables and other processes, as agreed; and
- f) implementing dispute resolution mechanisms, as agreed.

6.3 The Parties:

- a) acknowledge that some issues listed in Section 5.1 may require resolution on a regional basis;
- b) acknowledge that some issues listed in Section 5.1 may have province-wide application to all treaties to be negotiated in the Province of British Columbia;
- c) will determine what issues in Section 5.1 may be best dealt with on a regional basis or on a provincial basis; and
- d) will develop a process for dealing with those issues on a regional or provincial basis as agreed.

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

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

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

6.7 Any Chief Negotiator may request that any initialled sub-agreement or Agreement-in-Principle be reconsidered and amended.

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

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

7. Overlapping Claims

7.1 The Gitsan shall resolve overlap claims, if any, with other First Nations and provide regular reports on the status of any overlap claims to the Main Table.

8. Negotiation Funding

- 8.1 The Parties will be responsible for obtaining funding for their participation in the negotiation process.

9. Government Programs

- 9.1 During the negotiation process, the Gitxsan will continue to enjoy the same rights and benefits as any citizen of Canada 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 and their organizations in accordance with the criteria established from time to time for the application of those programs and services.

10. Interpretation

- 10.1 Nothing in this Agreement is intended to define, create, recognize, deny or amend any of the rights of the Parties.
- 10.2 This Agreement is not intended to be a treaty or a land claims agreement within the meaning of Sections 25 and 35 of the Constitution Act, 1982.
- 10.3 This Agreement and the negotiations leading up to or carried out pursuant to this Agreement are without prejudice to any legal positions that have been or may be taken by any of the Parties in any court proceeding, process or otherwise, and shall not be construed as an admission of fact or liability in any such proceeding or process.

11. Amendments

- 11.1 The Chief Negotiators may, by agreement in writing, amend the list of substantive issues for negotiation as set out in Section 5.1, and any protocol or procedural agreements referred to in this Agreement.
- 11.2 This Agreement may only be amended by agreement of the Parties in writing.

12. Approval of this Agreement

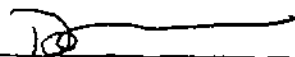
- 12.1 The Chief Negotiators, by initialling this Agreement, will signify their intention to recommend it to the Parties for their approval.
- 12.2 The Parties will approve this Agreement by signing it.
- 12.3 The Chief Negotiator for the Gitxsan is authorized to sign this Agreement on behalf of the Gitxsan.
- 12.4 The Minister of Indian Affairs and Northern Development is authorized to sign this Agreement on behalf of Canada.

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

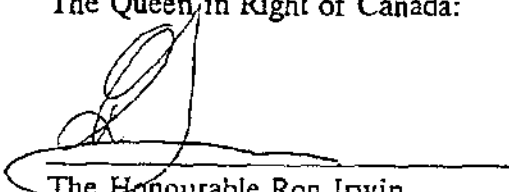
13. Suspension of Negotiations

13.1 Any of the Parties may suspend the negotiations contemplated by this Agreement by providing written notice, which also sets out the reasons for suspension, to the other Parties and to the British Columbia Treaty Commission.

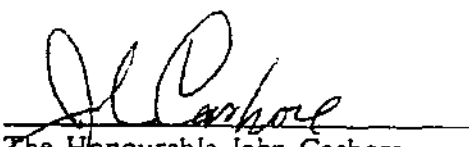
Signed on Behalf of the Gitksan:


Don Ryan
Chief Negotiator

Signed on Behalf of Her Majesty
The Queen in Right of Canada:


The Honourable Ron Irwin
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