

**GITXSAN, WET'SUWET'EN AND GITANYOW
COMMUNITY-BASED GOVERNANCE
AGREEMENT-IN-PRINCIPLE**

dated JANUARY 24, 1995

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PREAMBLE

WHEREAS, the Gitxsan, Wet'suwet'en and Gitanyow assert ownership and jurisdiction over and in their territories;

WHEREAS, the Gitxsan, Wet'suwet'en and Gitanyow will continue to assert their rights, title, and treaty rights now and in the future;

WHEREAS, the Gitxsan, Wet'suwet'en and Gitanyow assert the continuing vitality of their histories, laws, traditions and institutions;

WHEREAS, over the years the Gitxsan, Wet'suwet'en and Gitanyow Hereditary Chiefs and the Government of Canada have endeavoured through negotiations to resolve certain conflicts between the Gitxsan, Wet'suwet'en and Gitanyow and the Government of Canada;

WHEREAS, the process leading to the present Agreement has been undertaken and the Agreement itself concluded without prejudice to the rights and recourses of the Gitxsan, Wet'suwet'en and Gitanyow generally and without prejudice to their positions before the Courts in particular;

WHEREAS, the *Constitution Act*, 1982 recognizes and affirms the existing Aboriginal and treaty rights of the aboriginal peoples of Canada;

WHEREAS, there exists a fiduciary relationship between the Government of Canada and the aboriginal peoples of Canada and the present Agreement is not intended to alter the fiduciary relationship between the Gitxsan, Wet'suwet'en and Gitanyow and the Government of Canada, although there may be changes in the fiduciary obligations and duties flowing from that relationship;

WHEREAS, through the present Agreement, the parties have reached agreement upon how certain aspects of Gitxsan, Wet'suwet'en and Gitanyow jurisdiction and rights are to be exercised;

WHEREAS, the present Agreement is concluded without prejudice to the inherent rights of self-government of the Gitxsan, Wet'suwet'en and Gitanyow;

WHEREAS, the present Agreement has been negotiated pursuant to Canada's Community-Based Self-Government Policy and is not intended by the parties to be consultation on any inherent rights,

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by

Initialed by

Initialed by

Initialed by

January 24, 1995

GENERAL SUB-AGREEMENT

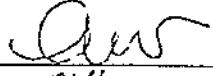

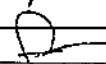

- 0.1 Notwithstanding any interest in Gitxsan, Wet'suwet'en and Gitanyow Lands which may be granted by a House or by an Assembly of Houses to a third party, Gitxsan, Wet'suwet'en and Gitanyow Lands are "lands reserved for the Indians" within the meaning of Section 91(24) of the *Constitution Act*, 1867 until such time as the Lands may be disposed of absolutely.
- 0.2 Nothing in this Agreement or in the Community-Based Governance Legislation is intended to abrogate, reduce, diminish, extinguish, surrender, or in any way derogate from [Aboriginal rights and title] including rights of self-government, [or from treaty rights] of Gitxsan, Wet'suwet'en and Gitanyow House Citizens or Houses and, for greater certainty and without restricting the generality of the foregoing:
- (a) the Aboriginal rights, ^{and} title or treaty rights referred to above include any such rights and title of the Gitxsan, Wet'suwet'en and Gitanyow as declared from time to time by the Courts or otherwise to be recognized and affirmed pursuant to Section 35 of the *Constitution Act*, 1982; and
 - (b) in the lands reserved for the Gitxsan, Wet'suwet'en and Gitanyow, the Aboriginal rights and title or treaty rights referred to above are not altered by the Community-Based Governance Legislation. leg. et / 12-10
1982 (b)
- 0.3 Without restricting the generality of the foregoing, the provisions of the Community-Based Governance Legislation pursuant to which the Bands in Schedule "B" shall cease to exist are not intended to abrogate, reduce, diminish, extinguish, surrender or in any way derogate from the [Aboriginal rights and title or treaty rights] referred to in Section 0.2 above, and are not intended to affect the identity of the Gitxsan, Wet'suwet'en and Gitanyow as aboriginal peoples of Canada.
- 0.4 For greater certainty, nothing in this Agreement is intended to create an Aboriginal or treaty right within the meaning of Section 35 of the *Constitution Act*, 1982.

- 11.37.11.33, 11.45 - 11.50.11.51

- 0.5 At any time after the signing of this Agreement, the Gitxsan, Wet'suwet'en or Gitanyow may independently request development of Community-Based Governance Legislation, and it is agreed that Canada can proceed to develop Community-Based Governance Legislation which applies only to one of the Gitxsan, Wet'suwet'en or Gitanyow notwithstanding any references in this Agreement to the "Gitxsan, Wet'suwet'en and Gitanyow".

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by 
Initialed by 
Initialed by 
Initialed by 
January 24, 1995

**SUB-AGREEMENT # 1
LEGAL STATUS AND CAPACITY**

- 1.1 "Agreement" - means the Gitxsan, Wet'suwet'en and Gitanyow Community-Based Governance Agreement which is the negotiated agreement between the Government of Canada, as represented by the Minister, and the Gitxsan, Wet'suwet'en and Gitanyow, as represented by the Office of Hereditary Chiefs, which Agreement is made up of a Preamble, a General Sub-Agreement and Sub-Agreements One (1) to Eleven (11) inclusive together with Schedules "A", "B", and "C".
- 1.2 "FRIO" - means any Finance and Resource Information Office established pursuant to Section 6.12, which operates on behalf of and under the authority and direction of its constituent Houses.
- 1.3 "House" - means the Gitxsan, Wet'suwet'en and Gitanyow institution of government.
- 1.4 "Minister" - means the Minister of Indian Affairs and Northern Development unless specified otherwise.
- 1.5 Each House is a legal entity with the capacity, rights, powers and privileges of a natural person under Canadian Law. Without restricting the generality of the foregoing, each House may:
- (a) enter into contracts and agreements of any kind with any person, persons, government or other organization;
 - (b) acquire, hold, or transfer personal or real property and any interest therein, including the receipt of bequests and gifts;
 - (c) hold, spend, invest, or borrow money and secure or guarantee the repayment of a financial instrument;
 - (d) issue negotiable instruments, including bonds and debentures;
 - (e) create, operate and contribute to trusts;
 - (f) sue or be sued in its own name; and
 - (g) do such other things as may be conducive to the exercise of its capacity, rights, powers, and privileges.
- 1.6 Upon agreement within a House, and following notification to the other Houses, a House may provide to the Minister proposed amendments to Schedule "A", and the Minister shall forthwith consider the request and present to and seek approval for the amendments from the Governor in Council.

- 1.7 An agency established by a House or Houses pursuant to Section 6.10 and the FRIOs established pursuant to Section 6.12, shall have the legal status and capacity to enter into contracts and agreements of any kind with any person, persons, government or other organization and to sue or be sued in its own name, and may only exercise such other legal powers as may be expressly delegated to it by the House or Houses which established it.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by AW
Initialed by MYD
Initialed by J
Initialed by J
January 24, 1995

**SUB-AGREEMENT # 2
CITIZENSHIP**

see 6.1b

- 2.1 "Community-Based Governance Legislation" - means the proposed *Gitxsan, Wet'suwet'en and Gitanyow Community-Based Governance Act*.
- 2.2 "Gitanyow House Member" - means a person who is a member of a Gitanyow House by reason of birth into the House or by reason of Gitanyow custom.
- 2.3 "Gitxsan House Member" - means a person who is a member of a Gitxsan House by reason of birth into the House or by reason of Gitxsan custom.
- 2.4 "Gitxsan, Wet'suwet'en and Gitanyow Community Member" - means:
- (a) a House Citizen; and
 - (b) any other person ordinarily resident on Gitxsan, Wet'suwet'en and Gitanyow Lands.
- 2.5 "House Citizen" - means:
- (a) a person who is a Gitxsan House Member;
 - (b) a person who is a Wet'suwet'en House Member;
 - (c) a person who is a Gitanyow House Member; or
 - (d) a person whose name appeared on the Band membership list of one of the Bands listed in Schedule "B" to this Agreement, or any person who was entitled to have his or her name entered on the Band membership list of one of the Bands listed in Schedule "B" to this Agreement, immediately prior to the enactment of the Community-Based Governance Legislation and whose name shall be recorded in the Register of House Citizens.
- 2.6 "Register of House Citizens" - means the registry each FRIO shall maintain pursuant to Section 2.10 of this Agreement, and which registry shall list, for the purpose of Community-Based Governance Legislation and in accordance with custom, all House Citizens for the constituent Houses of each FRIO.
- 2.7 "Wet'suwet'en House Member" - means a person who is a member of a Wet'suwet'en House by reason of birth into the House or by reason of Wet'suwet'en custom.

2.8 House Laws with respect to citizenship shall provide a right to appeal citizenship decisions and shall not affect or alter the citizenship or entitlement to citizenship, for the purpose of Community-Based Governance Legislation, of a person described in subsection 2.5(d).

2.9 Where the Government of Canada receives a request from a majority of the members of an *Indian Act* Band, not listed in Schedule "B" to this Agreement and a FRIO to make the Band subject to the Community-Based Governance Legislation, the Minister responsible for the Community-Based Governance Legislation shall forthwith:

- (a) consider the request; and
- (b) present the issue to the Governor in Council,



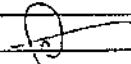
and the Governor in Council may by order declare that the Band is subject to the Community-Based Governance Legislation and may by order make any required consequential amendments to the Community-Based Governance Legislation.

2.10 Each of the FRIOs shall maintain for each of its constituent Houses a Register of House Citizens, which Register shall be available to any House Citizen and to the Government of Canada upon written request being made to the appropriate FRIO.

2.11 House Citizens shall be included according to Gitxsan, Wet'suwet'en or Gitanyow custom in a Register of House Citizens maintained by a FRIO pursuant to Section 2.10.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by 
Initialed by 
Initialed by _____
Initialed by 
January 24, 1995

**SUB-AGREEMENT # 3
LAND TITLE AND LAND MANAGEMENT**

- 3.1 "Assembly of Houses" - means an association of Houses established pursuant to Section 3.33.
- 3.2 "Assembly Representatives" - means one representative from each of the Beneficiaries, chosen by the House Citizens in accordance with custom.
- 3.3 "Beneficiaries" - means the Gitxsan, Wet'suwet'en and Gitanyow Houses which have an interest in the Gitxsan, Wet'suwet'en and Gitanyow Lands under the jurisdiction of a particular Assembly of Houses.
- 3.4 "Capital Assets" - means capital assets held by the Government of Canada and located on the Gitxsan, Wet'suwet'en and Gitanyow reserves identified in Schedule "C" to this Agreement.
- 3.5 "Declaration of an Assembly of Houses" - means any declaration signed pursuant to Section 3.34.
- 3.6 "Department" - means the Department of Indian Affairs and Northern Development, of the Government of Canada.
- 3.7 "Gitxsan, Wet'suwet'en and Gitanyow Lands" - means for the purposes of Community-Based Governance Legislation:
- (a) lands, as described in Schedule "C", including those lands conditionally surrendered or designated pursuant to the *Indian Act*, held by the Government of Canada for the use and benefit of those Bands listed in Schedule "B", and which lands shall be set aside for the use and benefit of Gitxsan, Wet'suwet'en and Gitanyow House Citizens upon the enactment of Community-Based Governance Legislation; and
 - (b) lands that are declared by the Governor in Council, pursuant to Section 3.32, to be Gitxsan, Wet'suwet'en and Gitanyow Lands subsequent to the enactment of Community-Based Governance Legislation.
- 3.8 "House Lands" - means those portions of Gitxsan, Wet'suwet'en and Gitanyow Lands under the jurisdiction of a single Gitxsan House, a single Wet'suwet'en House, or a single Gitanyow House, as described in Schedule "C".
- 3.9 "House Law" - means a law enacted by a House in the exercise of its

jurisdiction and powers in conformity with the Community-Based Governance Legislation.

- 3.10 "LANCO" - means the Land Coordination Office, established pursuant to Section 3.21 of this Agreement, that shall have a five (5) year mandate to resolve issues arising from the registration of rights, interests, grants or authorizations in respect of Gitxsan, Wet'suwet'en and Gitanyow Lands.
- 3.11 "Lands of an Assembly of Houses" - means those portions of Gitxsan, Wet'suwet'en and Gitanyow Lands in which more than one House has an interest^{are} which are under the jurisdiction of an Assembly of Houses as described in Schedule "C", rather than under the jurisdiction of a single House.
- 3.12 "Law of an Assembly of Houses" - means a law enacted by an Assembly of Houses in the exercise of its jurisdiction and powers in conformity with the Community-Based Governance Legislation.
- 3.13 "Reserve Land Register" - means the Indian Land Registry created pursuant to the *Indian Act* and maintained by the Department.

PART I - LAND JURISDICTION

- 3.14 In the case of both House Lands and Lands of an Assembly of Houses, the House or an Assembly of Houses which has jurisdiction over the Gitxsan, Wet'suwet'en and Gitanyow Lands shall act as a fiduciary in relation to the Gitxsan, Wet'suwet'en and Gitanyow Lands and the House Citizens or Beneficiaries, as the case may be, and, without restricting the generality of the foregoing, shall:
- (a) ensure that any dealing with the Lands is in the best interests of the House Citizens, or Beneficiaries, as the case may be;
 - (b) ensure that the Lands are protected and managed for present and future generations of House Citizens or Beneficiaries, as the case may be; and
 - (c) be accountable to House Citizens or Beneficiaries, as the case may be, in accordance with the custom of the House, or Houses in the case of an Assembly of Houses, and as provided for in the Community-Based Governance Legislation.
- 3.15 Upon the coming into force of the Community-Based Governance Legislation, the Capital Assets held by Canada shall become the property of the House or Assembly of Houses having jurisdiction over the Lands on which the Capital

Asset is located as provided for in Schedule "C" and, the House or Assembly of Houses shall thereafter be responsible for those Capital Assets.

- 3.16 Except as regards land registry functions provided for in Part VIII of this Sub-Agreement, any authority and responsibility of the Minister for the administration of Gitxsan, Wet'suwet'en and Gitanyow Lands as listed in Schedule "C" to this Agreement shall cease upon the coming into force of the Community-Based Governance Legislation.
- 3.17 For greater certainty, Section 3.16 shall not be interpreted as affecting:
- (a) the fiduciary relationship between the Crown in right of Canada and the Gitxsan, Wet'suwet'en and Gitanyow; or
 - (b) except as specifically regards and necessarily results from the change in administration of Gitxsan, Wet'suwet'en and Gitanyow Lands, the fiduciary obligations and duties flowing from that relationship.
- 3.18 Notwithstanding the enactment of a law pursuant to Section 3.40(e) by a House or by an Assembly of Houses, such a law shall not apply to a recorded right, interest, grant or authorization on the Lands of the House or Assembly of Houses, and nor shall the House or Assembly of Houses take any action to diminish or otherwise negatively affect the right, interest, grant or authorization, until such time as the review process described in Sections 3.21 and 3.24 has concluded.
- 3.19 Notwithstanding the rights of possession associated with a right, interest, grant or authorization situated on Gitxsan, Wet'suwet'en and Gitanyow Lands, the definitions of House Lands and Lands of the Assembly of Houses and the law-making authorities which may be exercised thereon, apply fully to such a right, interest, grant or authorization.
- 3.20 When a right, interest, grant or authorization exists upon Gitxsan, Wet'suwet'en and Gitanyow Lands and the right of reversion in the right, interest, grant or authorization is held by one of the Bands listed in Schedule "B" to this Agreement then, after the enactment of the Community-Based Governance Legislation, the right of reversion in the right, interest, grant or authorization shall lie with the House or with the Assembly of Houses which exercises jurisdiction over the Gitxsan, Wet'suwet'en and Gitanyow Lands in which the right, interest, grant or authorization is located.

PART II - LAND COORDINATION OFFICE (LANCO)

- 3.21 The Government of Canada and the Houses, through the FRIOs, shall together establish a LANCO which shall:
- (a) operate for a period of five (5) years from the date of the enactment of the Community-Based Governance Legislation;
 - (b) in accordance with subsection (c), examine issues arising from any rights, interests, grants, or authorizations in respect of Gitxsan, Wet'suwet'en and Gitanyow Lands which are either registered or recorded at the time the Community-Based Governance Legislation comes into force; and
 - (c) assume the role of coordinator, researcher, and mediator for:
 - (i) addressing problems associated with legal descriptions of any right, interest, grant, or authorization that has not been finalized by Canada;
 - (ii) addressing disputes about entitlement to a right, interest, grant or authorization;
 - (iii) preparing documentation to legally describe a right, interest, grant, or authorization; and
 - (iv) preparing recommendations for disposition of a right, interest, grant, or authorization to the House or the Assembly of Houses concerned.
- 3.22 Canada and each FRIO shall each name one person to serve on the LANCO, and may at any time replace the person it has named, and a FRIO appointee shall only serve on the LANCO when the LANCO is examining an issue concerning Lands of a constituent House or Assembly of Houses of that FRIO.
- 3.23 Within the year immediately following the enactment of the Community-Based Governance Legislation, the Department shall prepare copies of its Reserve Land Register records, including copies of all rights, interests, grants and authorizations, as well as a report on the status of registration, work in progress and any outstanding survey, for each right, interest, grant or authorization on Gitxsan, Wet'suwet'en and Gitanyow Lands, for the LANCO.
- 3.24 For any right, interest, grant or authorization that was registered or recorded at the time the Community-Based Governance Legislation came into force:
- (a) where there is no legal survey of a registered or recorded right, interest, grant, or authorization, the LANCO shall contact the party and the House or Assembly of Houses concerned and, if the party and the

House or Assembly of Houses agree, the LANCO shall coordinate the completion of a survey between them;

- (b) where legal entitlement to a registered or recorded right, interest, grant, or authorization is in dispute, and one of the claimants contacts the LANCO requesting that it assist in the settlement of the dispute, the LANCO shall take reasonable steps to notify all claimants and the House or Assembly of Houses, in a manner to be determined by the LANCO, that the LANCO has been requested to research and mediate the question of entitlement and, after a reasonable period of time, if all of the claimants and the House or Assembly of Houses voluntarily submit to the involvement of the LANCO, the LANCO shall proceed to research the entitlement and to mediate between the claimants to attempt to resolve the legal entitlement to the Lands in question; and
- (c) where registration of a right, interest, grant, or authorization is pending, or where the legal description of the Land has not been finalized by Canada upon the coming into force of the Community-Based Governance Legislation, the LANCO shall contact the party named in Departmental records as the holder of the right, interest, grant, or authorization and the House or Assembly of Houses concerned and, if the party and the House or Assembly of Houses agree, shall proceed to coordinate or, if necessary, to mediate between the party and the House or Assembly of Houses, regarding registration of the right, interest, grant, or authorization,

and, in any case where a resolution regarding registration of a right, interest, grant, or authorization is reached, the LANCO shall recommend to the House or Assembly of Houses concerned that an allotment be issued pursuant to subsection 3.40(e) and be delivered for registration to the Registrar of the Reserve Land Register.

3.25 In those cases where a House or Assembly of Houses accepts a recommendation of the LANCO made pursuant to Section 3.24, the LANCO shall:

- (a) coordinate with Canada all outstanding survey work which may be required;
- (b) prepare all documentation required for completion of registration of the right, interest, grant, or other authorization with the Registrar; and
- (c) deliver all documentation to the Registrar for registration in the Reserve Land Register,

and the Registrar shall complete the registration subject to Section 3.47.

- 3.26 At the end of the five (5) year term of the LANCO, any remaining unresolved right, interest, grant, or authorization as described in Section 3.24 which has yet to be confirmed or denied by a House or Assembly of Houses, shall remain unchanged as a registered or recorded interest in the Reserve Land Register.
- 3.27 The Government of Canada shall complete any environmental audits it has commenced prior to the passage of Community-Based Governance Legislation, and for this purpose, the Government of Canada shall be provided with reasonable access to Lands of a House or of an Assembly of Houses, as required, in order to complete the environmental audits.
- 3.28 For greater certainty, where an environmental audit is carried out under Section 3.27 and the Government of Canada is identified as having caused contamination or having deposited hazardous wastes, the Government of Canada shall be responsible for the clean-up of the site according to guidelines known as the Interim Canadian Environmental Quality Criteria for Contaminated Sites, issued by the Canadian Council of Ministers of the Environment, as may be amended from time to time.

PART III - INDEMNIFICATION

- 3.29 For greater certainty, Section 3.16 does not constitute and shall not be interpreted as constituting a waiver in favour of the Government of Canada in regard to its responsibilities, obligations, and duties prior to the date of the coming into force of the Community-Based Governance Legislation.
- 3.30 Notwithstanding Section 3.16, the Government of Canada shall indemnify and hold harmless the Houses and Assembly of Houses from and against any and all claims or demands whatsoever caused by a breach of lawful obligation by the Government of Canada or its servants, in respect of Gitxsan, Wet'suwet'en and Gitanyow Lands for the period of time prior to enactment of the Community-Based Governance Legislation provided that the Government of Canada is informed and given the opportunity to defend any such claim or demand.
- 3.31 The Houses and Assembly of Houses shall indemnify and hold harmless the Government of Canada from and against any and all claims or demands whatsoever caused by a breach of lawful obligation by the Houses or Assembly of Houses or their servants and agents after the coming into force of the Community-Based Governance Legislation.

PART IV - ADDITIONS TO GITXSAN, WET'SUWET'EN AND
GITANYOW LANDS

3.32 At any time, a House or an Assembly of Houses may request of the minister responsible for the administration of the Community-Based Governance Legislation that:

- (a) lands be set aside for the use and benefit of a House or an Assembly of Houses as "lands reserved for the Indians" within the meaning of Section 91(24) of the *Constitution Act, 1867* and be declared as Gitxsan, Wet'suwet'en and Gitanyow Lands pursuant to Section 3.7(b); and
- (b) Schedule "C" be amended in accordance with subsection (a),

and the minister shall forthwith consider such a request, in accordance with applicable federal policies as they exist from time to time, and consider whether to put the matter to the Governor in Council for acceptance or refusal. Should the minister decide not to put the request to the Governor in Council, the minister shall notify the House or the Assembly of Houses, as the case may be, of his decision not to proceed and of the reasons for his decision.

PART V - ESTABLISHMENT AND AUTHORITY OF THE ASSEMBLY
OF HOUSES

3.33 In the case of each of the parcels of Gitxsan, Wet'suwet'en and Gitanyow Lands in which more than one House has an interest, as listed in Schedule "C", there shall be established an Assembly of Houses which shall:

- (a) have jurisdiction over the Gitxsan, Wet'suwet'en and Gitanyow Lands in which its constituent Houses share an interest, as listed in Schedule "C"; and
- (b) have, over the Gitxsan, Wet'suwet'en and Gitanyow Lands under its jurisdiction, the same powers as specified for a House over House Lands in conformity with the provisions of the Community-Based Governance Legislation. †

3.34 For the use of each Assembly of Houses, there shall be a standard written Declaration of the Assembly of Houses which shall govern the operation of the Assembly of Houses and shall contain provisions which govern, among other things:

- (a) the accountability of the Assembly Representatives to the Beneficiaries;

- (b) the process for amendment and repeal of the Declaration of the Assembly of Houses;
 - (c) in conjunction with the Community-Based Governance Legislation, the authority of the Assembly Representatives over the Assembly of Houses Property;
 - (d) the procedure relating to the calling and holding of meetings by the Assembly Representatives;
 - (e) in conjunction with the Community-Based Governance Legislation, the procedure for the appointment, removal and replacement of Assembly Representatives;
 - (f) the definition of "conflict of interest" for an Assembly Representative, and the process to be followed by an Assembly Representative who may be in a conflict of interest;
 - (g) the standard of care required of the Assembly Representatives in administering the Assembly of Houses; and
 - (h) the liability of the Assembly Representatives to the Houses and to the Assembly of Houses.
- 3.35 Any Declaration of the Assembly of Houses prepared pursuant to Section 3.34 shall be executed by the Assembly Representatives in accordance with this Agreement, and be delivered to the Gitxsan FRIO, the Wet'suwet'en FRIO or the Gitanyow FRIO which operates where the Assembly of Houses exercises jurisdiction, and the rights of all the parties and the validity, construction, and effect of every provision of the Declaration of an Assembly of Houses shall be subject to and construed in accordance with the laws of Canada.
- 3.36 The following rules of construction shall apply to the interpretation of any Declaration of the Assembly of Houses prepared pursuant to Section 3.34:
- (a) the provisions of a Declaration of an Assembly of Houses are severable, and if any provisions are adjudged by a Court of competent jurisdiction to be void or unenforceable, then the offending provisions shall be considered never to have been a part of the Declaration of an Assembly of Houses in question;
 - (b) a determination by a Court pursuant to subsection (a) shall not affect or impair any of the remaining provisions of the Declaration of an Assembly of Houses in question, nor shall it render invalid or improper any action taken or omitted prior to such determination; and
 - (c) if the provisions of a Declaration of an Assembly of Houses are held to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provisions in that jurisdiction, and shall not in any manner affect such provisions in any other jurisdiction.

- 3.37 For greater certainty, at any point in time, a House shall exercise its jurisdiction over Lands independently, or exercise its jurisdiction over Lands together with other Houses in an Assembly of Houses.
- 3.38 The Beneficiaries of an Assembly of Houses may agree by Consensus, as evidenced by the fact that there is not Sufficient Registered Opposition, to transfer the jurisdiction of the Assembly of Houses over all or any portion of the Lands of the Assembly of Houses, to any one or more of the Houses in the Assembly of Houses and, after the transfer of jurisdiction has occurred, the Assembly of Houses shall no longer exercise jurisdiction over that part of the Lands of the Assembly of Houses and shall notify the Registrar of the Reserve Land Register of that fact and, in accordance with Section 3.47, the Registrar shall amend the Register to reflect the independent jurisdiction of the House.

PART VI - DISPOSITION OF GITXSAN, WET'SUWET'EN AND GITANYOW LANDS

- 3.39 Leasehold interests in Gitxsan, Wet'suwet'en and Gitanyow Lands, and other interests issued pursuant to a Law of a House or of an Assembly of Houses, may be granted as security for a financial obligation and may be seized.

PART VII - LEGISLATIVE POWERS OF A HOUSE AND AN ASSEMBLY OF HOUSES

- 3.40 Where a House has jurisdiction over House Lands, that House shall have the authority to make laws in relation to the use and management of those House Lands. Without limiting the generality of the foregoing, a House with jurisdiction over House Lands may make laws which apply on and to those House Lands in relation to:
- (a) the use of the Lands, including the survey of the internal boundaries of the Lands;
 - (b) the subdivision of the Lands or any part thereof into zones or lots within which any particular class of buildings or business activities may be permitted or prohibited;
 - (c) the access to the Lands, including the determination of the location of roads and trails on the Lands and the construction, management, and maintenance thereof;
 - (d) the residency of House Citizens and others on the Lands;

- (e) the allotment of the Lands to individuals and the transfer of the right to possession of the Lands, including the approval of transfers by devise or descent;
- (f) the expropriation of interests in Lands, except Lands which have been previously expropriated under lawful authority, where such expropriation is for a public or for a Gitxsan, Wet'suwet'en and Gitanyow purpose and includes payment of fair compensation and follows a fair process for the expropriation;
- (g) the occupation or use of the Lands by non-House citizens;
- (h) the procedure for the granting of interests in the Lands, including but not limited to leases, licenses, permits, and mortgages;
- (i) the approval of assignments of instruments granting interests in the Lands;
- (j) the inspection, for health and safety purposes, of private residences and of any other buildings or structures on the Lands to verify compliance with standards set out in House Laws;
- (k) the regulation of the use, construction, repair, and demolition of private residences and of any other buildings or structures on the Lands;
- (l) the removal of persons trespassing on the Lands;
- (m) the management and administration of House property, including community infrastructure and public works;
- (n) the requirement for record keeping and reporting;
- (o) the procedure for restoring the Lands by reasonable measures to the satisfaction of the House and for recovering costs associated with such restoration; and
- (p) other matters of a local and private nature necessary for effective management and control over the Lands and the use of the Lands.

3.41 Each House shall have the authority to issue permits, leases, and licences in relation to the use and management of House Lands, and to impose conditions in such permits, leases and licences, including conditions regarding suspension and revocation, and the establishment and collection of fees.

3.42 Without restricting the generality of Section 3.40, each House which has jurisdiction over House Lands shall have the authority to make laws and issue permits respecting waste disposal on House Lands, and no person shall:

- (a) operate or permit the operation of a garbage dump on House Lands; or
- (b) use or permit the use of any House Lands for the disposal, storage, transportation or burning of waste,

except in accordance with House Laws and the terms and conditions of a waste permit issued to the person by the House.

- 3.43 In addition to the penalties specified in Section 6.21, any person who:
- (a) contravenes a House Law made pursuant to Section 3.42;
 - (b) disposes of, stores, or burns waste on House Lands without a permit issued by the House to him or her; or
 - (c) disposes of, stores, or burns waste contrary to the terms of a permit issued by the House to him or her,

may be ordered by the House to restore the land by reasonable measures to a condition satisfactory to the House.

- 3.44 Without restricting the generality of Section 3.40, each House which has jurisdiction over House Lands shall have the authority to make laws and issue permits respecting the sale, disposal, storage, transportation or possession for the purposes of resale of petroleum or natural gas products or any derivatives thereof, including but not limited to gasoline, oil, pesticides, herbicides and chemical fertilizers.

- 3.45 For greater certainty, no person shall sell, dispose, store, transport or possess for the purpose of resale petroleum or natural gas or any derivatives thereof, except in accordance with House Laws and the terms and conditions of a permit issued to the person by the House, which terms and conditions shall be at least equivalent to the standards required in the Province of British Columbia.

PART VIII - REGISTRATION OF GITXSAN, WET'SUWET'EN AND GITANYOW LANDS

- 3.46 All particulars relating to transactions respecting Gitxsan, Wet'suwet'en and Gitanyow Lands including the mailing address of each party holding a right, interest, grant or authorization on Gitxsan, Wet'suwet'en and Gitanyow Lands, shall be entered in the Reserve Land Register which shall contain a separate section for each of Gitxsan, Wet'suwet'en and Gitanyow Lands.
- 3.47 The Registrar of the Reserve Land Register has the authority to accept instruments for registration, and to enter particulars thereof in the Register, and may refuse registration of an instrument and the entry of particulars thereof in the Reserve Land Register on the basis of incompatibility with the registration

criteria and registration procedures established from time to time by the Department for registration of documents under the *Indian Act*.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by AW
Initialed by MB
Initialed by FD
Initialed by FD
January 24, 1995

SUB-AGREEMENT # 4
RENEWABLE RESOURCES




- 4.1 "Cryptozoological Creatures" - means any creatures who figure prominently in Aboriginal culture and tradition, and whose existence is unproved.
- 4.2 The Community-Based Governance Legislation shall provide that each House has the authority to make laws in relation to the protection, preservation, conservation, management, development and disposition of all renewable resources located on, under, within or above its House Lands, and without limiting the generality of the foregoing, each House may make laws which apply on its House Lands, in relation to:
- (a) the preservation and management of the forestry resource;
 - (b) the protection, preservation, and management of wildlife; including game, birds, insects, reptiles, Cryptozoological Creatures, fur bearing animals and fish;
 - (c) the protection, preservation, and management of the natural habitat of wildlife, including game, birds, insects, reptiles, Cryptozoological Creatures, fur bearing animals and fish;
 - (d) the hunting, fishing and trapping of wildlife; and
 - (e) the management, disposition and control of domestic animals, crops, wild and cultivated plants, and any products of domestic animals, crops, and wild and cultivated plants.
- 4.3 The Community-Based Governance Legislation shall provide that each House has the authority to make laws respecting the payment of royalties derived from renewable resources located on House Lands.
- 4.4 Notwithstanding Section 4.2, House Laws and Laws of an Assembly of Houses concerning fish, fish habitat and the watershed shall be consistent with any agreements that are in effect between the Government of Canada and the Gitksan, Wet'suwet'en or Gitanyow.
- 4.5 Subject to any existing rights, interests, grants and authorizations, the Community-Based Governance Legislation shall provide that each House has the authority to issue permits, leases, and licences in relation to the development and disposition of renewable resources on House Lands, and to impose conditions in such permits, leases and licences, including

conditions regarding suspension and revocation, and the establishment and collection of fees.

- 4.6 Each House is responsible for ensuring that the granting or disposition of any interests in renewable resources on House Lands is registered in accordance with Part VIII of Sub-Agreement #3.
- 4.7 In accordance with Section 6.20 and for greater certainty, other matters regarding the Environment, such as environmental protection, emergency response, and endangered species shall be dealt with in a comprehensive fashion following the coming into force of the Community-Based Governance Legislation.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by 
Initialed by 
Initialed by _____
Initialed by 
January 24, 1995

**SUB-AGREEMENT # 5
NON-RENEWABLE RESOURCES**

- 5.1 The Community-Based Governance Legislation shall provide that each House has the authority to make laws which apply on its House Lands, in relation to the ownership, management, exploration, development and disposition of all surface and sub-surface non-renewable resources located on House Lands, and without limiting the generality of the foregoing, each House may make laws which apply on its House Lands, in relation to:
- (a) minerals, oil and gas, gravel, clay, sand, soil, stone; and
 - (b) all other substances whether they be metallic or non-metallic or otherwise.
- 5.2 Subject to the *British Columbia Indian Reserves Minerals Resources Act*, S.C. 1943-44 c. 19, the Community-Based Governance Legislation shall provide that each House has the authority to make laws respecting the payment of royalties derived from non-renewable resources located on House Lands.
- 5.3 Subject to any existing rights, interests, grants and authorizations, the Community-Based Governance Legislation shall provide that each House has the authority to issue permits, leases, and licences in relation to the development and disposition of non-renewable resources on House Lands, and to impose conditions in such permits, leases and licences, including conditions regarding suspension and revocation, and the establishment and collection of fees.
- 5.4 Each House is responsible for ensuring that the granting or disposition of any interests in non-renewable resources on House Lands is registered in accordance with Part VIII of Sub-Agreement #3.
- 5.5 In accordance with Section 6.20 and for greater certainty, other matters regarding the Environment, such as environmental protection, emergency

response, and endangered species shall be dealt with in a comprehensive fashion following the coming into force of Community-Based Governance Legislation.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by QW
Initialed by MP
Initialed by R
Initialed by
January 24, 1995

SUB-AGREEMENT # 6
STRUCTURES AND PROCEDURES OF GOVERNMENT

- 6.1 "Consensus" - means a structured process for decision-making within a House or among Houses which allows for:
- (a) an open forum for a full debate of the matter at issue where there is an opportunity for all Gitxsan, Wet'suwet'en and Gitanyow Community Members who wish to do so to speak regarding the matter;
 - (b) attempting to reach accommodation of divergent opinions and interests regarding the matter; and
 - (c) at the conclusion of the activities described in subsections (a) and (b) above, the canvassing of the position of all House Citizens who choose to participate in the House's decision regarding the matter at issue, so that the House or Houses can reach a decision as a whole on the matter, and so that the House as a whole is willing to support and enforce the decision.
- 6.2 "FRIO Representative" - means the person chosen pursuant to Sections 6.14 and 6.15 by the House Citizens to represent the authority and direction of a House in the operation of its constituent FRIO.
- 6.3 "Hereditary Chief" - means the customary leader of the House.
- 6.4 "Register of Hereditary Chiefs and FRIO Representatives" - means the Register established and maintained by each FRIO pursuant to subsection 6.13(d) of this Agreement for its constituent Houses, and which Register lists the Hereditary Chiefs and FRIO Representatives selected by each House.
- 6.5 "Register of Laws of Houses and Assemblies of Houses" - means the Register established and maintained by each FRIO pursuant to subsection 6.13(e) of this Agreement for its constituent Houses and Assemblies of Houses.
- 6.6 "Sufficient Registered Opposition" - means that more than:
- (a) thirty-four (34) percent; or
 - (b) zero (0) to thirty-three (33) percent as specified in a House Law,

of the House Citizens who attend a House Meeting called to consider an

issue register their opposition in writing at the constituent FRIO of that House within ten (10) days of the House Meeting.

PART I - INSTITUTIONS OF GOVERNMENT

- 6.7 The Community-Based Governance Legislation shall provide that each Gitxsan House, each Wet'suwet'en House and each Gitanyow House has the authority to make laws in a manner consistent with Gitxsan, Wet'suwet'en or Gitanyow custom, as the case may be, in relation to:
- (a) good government on House lands; and
 - (b) the exercise of jurisdiction as described in the Community-Based Governance Legislation.
- 6.8 Houses shall endeavour to maintain harmony by enacting laws through cooperation and consultation with other Houses, in accordance with custom.
- 6.9 When a House is associated with other Houses in an Assembly of Houses pursuant to Section 3.33, the Houses shall act together through the Assembly of Houses when exercising their authority in relation to:
- (a) good government on Lands of an Assembly of Houses; and
 - (b) all other matters for which the Assembly of Houses exercises jurisdiction over Lands of an Assembly of Houses as described in the Community-Based Governance Legislation.
- 6.10 For the purpose of administration or of interacting with external organizations, each House, acting on its own or in association with other Houses, may establish agencies which shall act wholly under the direction, instructions, and control of the House or Houses establishing them.
- 6.11 An agency established pursuant to Section 6.10 may be dissolved at any time by the House or Houses which established it, and upon dissolution the House or Houses which established the agency shall take any assets of the agency and shall also assume any liabilities of the agency.
- 6.12 Upon the coming into force of the Community-Based Governance Legislation, the Gitxsan Houses together shall establish a Gitxsan FRIO, the Wet'suwet'en Houses together shall establish a Wet'suwet'en FRIO and the Gitanyow Houses together shall establish a Gitanyow FRIO.
- 6.13 Each FRIO shall operate on behalf of and under the authority and direction

of its constituent Houses and shall individually or jointly provide for:

- (a) the negotiation and signing of funding agreements;
- (b) in accordance with Section 7.3, financial administration, including the receipt and distribution of funds;
- (c) a central point of contact with the Houses for other governments, agencies and individuals;
- (d) a Register of Hereditary Chiefs and FRIO Representatives and the address of the office of each House;
- (e) a Register of Laws of Houses and Assemblies of Houses; and
- (f) assistance to the Houses on such other matters as may be requested from time to time.

PART II - FRIO REPRESENTATION

- reliance.
- 6.14 The constituent Houses of each FRIO shall each choose a FRIO Representative, and the FRIO Representatives shall act together to carry out the activities and functions of that FRIO.
 - 6.15 For the purposes of Section 6.14, the House Citizens may choose by Consensus a FRIO Representative, and Consensus is evidenced by the fact that there is not Sufficient Registered Opposition to the choice of the FRIO Representative.
 - 6.16 For greater certainty, if the Hereditary Chief is chosen as the FRIO Representative, his or her replacement by another individual as the FRIO Representative does not affect his or her status and capacity as Hereditary Chief.

PART III - HOUSE LEADERSHIP

- 6.17 The Hereditary Chief of each House shall be selected or removed by the House Members in accordance with custom.

PART IV - LEGISLATIVE AUTHORITIES OF THE HOUSE

- 6.18 The Community-Based Governance Legislation shall provide that each House which exercises jurisdiction on Gitxsan, Wet'suwet'en and Gitanyow Lands, has the authority to make laws regarding House citizenship in accordance with Sub-Agreement # 2.

6.19 Each House which exercises jurisdiction on Gitxsan, Wet'suwet'en and Gitanyow Lands, either independently as a House or together with other Houses in an Assembly of Houses, shall have the authority to make laws which apply on its House Lands, or Lands of an Assembly of Houses as the case may be, in relation to:

- (a) land use and management, in accordance with Sub-Agreement # 3;
- (b) management of renewable and non-renewable resources, in accordance with Sub-Agreements # 4 and # 5;
- (c) agriculture, in accordance with Sub-Agreement # 4;
- (d) Environmental Assessment in accordance with Sub-Agreement # 10;
- (e) speeding, parking, towing, abandoned vehicles, access for emergency vehicles, weight limits, road closures, and regulation of traffic;
- (f) the licensing and regulation of businesses, callings, accredited professionals and accredited tradespersons;
- (g) the raising of revenues for local purposes, in accordance with Sub-Agreement # 8;
- (h) the raising and expenditure of monies to defray the expenses of the House, in accordance with Sub-Agreement # 8;
- (i) the sale of goods and services to Gitxsan, Wet'suwet'en and Gitanyow Community Members and non-members;
- (j) user fees for services;
- (k) the issuing of leases, licences and permits, the imposition of conditions in such leases, licences and permits including conditions regarding suspension and revocation, and the establishment and collection of fees to both Gitxsan, Wet'suwet'en and Gitanyow Community Members and non-members;
- (l) the raising of money to support community projects, in accordance with Sub-Agreement # 8; and
- (m) other matters of a local or private nature concerning House Lands.

6.20 The Government of Canada agrees to negotiate with representatives of the Houses, to the extent of its jurisdiction, and with the Province of British Columbia where applicable, the authority to make laws with respect to the following subjects:

- (a) estates and succession of property;
- (b) individual monies and guardianship accounts;
- (c) education;
- (d) social and welfare services including the custody and placement of children;
- (e) health services;

- (f) community services;
- (g) emergency response;
- (h) administration of justice, public order, safety and security;
- (i) environmental protection;
- (j) water resource;
- (k) endangered species;
- (l) conservation and management of archaeological artifacts and other artifacts of historical value;
- (m) establishment of land registries for Gitxsan, Wet'suwet'en and Gitanyow Lands based on demonstrated need;
- (n) taxation powers as provided for in Sub-Agreement # 8; and
- (o) such other matters as the parties may both agree upon in the future,

and at the conclusion of negotiations, the Governor-in-Council may declare that a law-making authority is in effect in accordance with the terms developed through negotiations, or the Governor in Council may refer the matter to Parliament.

6.21 Everyone who contravenes a House Law enacted pursuant to the Community-Based Governance Legislation is liable upon summary conviction to imposition of:

- (a) a fine in the amount provided for offenses punishable by summary conviction under Part XXVII of the *Criminal Code*, RSC 1985, c.C-46, and as amended from time to time;
- (b) measures for reconciliation between the offender and the Gitxsan, Wet'suwet'en and Gitanyow Community Members which may be recommended to the Court by the House or Assembly of Houses concerned;
- (c) such other measures as the Court may order; or
- (d) any combination of (a), (b) and (c).

PART V - LAW MAKING

6.22 A House Law is enacted when:

- (a) a House Citizen proposes a law;
- (b) the Gitxsan, Wet'suwet'en and Gitanyow Community Members to whom the House Law will apply have had the opportunity to consider the proposed law at a House meeting;
- (c) the enactment of the law is supported by Consensus of the House Citizens as evidenced by the fact that there is not Sufficient

- Registered Opposition; and
- (d) provided that Consensus is evidenced in accordance with subsection (c), a copy of the House Law is then recorded in the Register of Laws of Houses and Assemblies of Houses at the FRIO.

6.23 A Law of an Assembly of Houses is enacted when:

- (a) a House Citizen of one of the Houses constituting the Assembly of Houses proposes a law;
- (b) the House Citizens of the Houses constituting the Assembly of Houses and any Gitxsan, Wet'suwet'en and Gitanyow Community Members on Lands of an Assembly of Houses to which the law will apply have had the opportunity to consider the proposed law at a meeting convened by the Assembly Representative;
- (c) the enactment of the law is supported by Consensus of each of the Beneficiaries of an Assembly of Houses as evidenced by the fact that there is not Sufficient Registered Opposition of each Beneficiary; and
- (d) provided that Consensus is evidenced in accordance with subsection (c), a copy of the Law of an Assembly of Houses is then recorded in the Register of Laws of Houses and Assemblies of Houses at the FRIO.

16 days for 50

6.24 Where a Law of one House will likely have a significant impact on the interests of one or more other Houses or Assemblies of Houses, the Consensus of the Citizens of the other potentially affected Houses or Assemblies of Houses, must also be obtained for the Law to be valid, in accordance with Gitxsan, Wet'suwet'en or Gitanyow custom, as the case may be.

6.25 Where a Law of an Assembly of Houses will likely have a significant impact on the interests of one or more other Houses or Assemblies of Houses, the Consensus of the other potentially affected Houses or Assemblies of Houses must also be obtained for the Law to be valid, in accordance with Gitxsan, Wet'suwet'en or Gitanyow custom, as the case may be.

6.26 In the event of an inconsistency between Gitxsan, Wet'suwet'en or Gitanyow custom and a House Law or a Law of an Assembly of Houses enacted in accordance with the Community-Based Governance Legislation, the House Law or Law of an Assembly of Houses shall prevail to the extent of the inconsistency.

- 6.27 Upon Consensus being reached pursuant to subsection 6.22(c) or 6.23(c), as the case may be, all House Laws and Laws of an Assembly of Houses shall:
- (a) be signed by the Hereditary Chief of the House which enacted the Law, or by the Assembly Representatives of the Assembly of Houses which enacted the Law;
 - (b) be written in the English language;
 - (c) be available for inspection by the public at the FRIO which acts on behalf of the House or the Assembly of Houses; and
 - (d) where a House Law or Law of an Assembly of Houses is intended to displace the *Indian Act*, or a portion thereof, the relevant FRIO shall send a written notice to the Minister.
- 6.28 House Laws and Laws of an Assembly of Houses shall not be subject to the *Statutory Instruments Act*, and the court or enforcement agency having jurisdiction may take judicial notice of laws recorded in the Registers of Laws of Houses and Assemblies of Houses.

PART VI - APPEALS OF LAWS OF A HOUSE OR AN ASSEMBLY OF HOUSES

- 6.29 A House Citizen, or any person to whom a House Law or Law of an Assembly of Houses is applied, may make an application to the Supreme Court of British Columbia to have a Law of a House or of an Assembly of Houses quashed, in whole or in part, for lack of jurisdiction or for irregularity in the manner or form of its enactment.
- 6.30 Notwithstanding the *Federal Court Act*, the Federal Court does not have jurisdiction to hear applications described in Section 6.29.
- 6.31 Where a House Law or Law of an Assembly of Houses is quashed, no action lies against any individual acting in good faith in the performance of the duties specified in the House Law or Law of an Assembly of Houses, and any action for such activities undertaken pursuant to the House Law or Law of an Assembly of Houses shall lie only against the House which enacted the House Law, or Assembly of Houses which enacted the Law of an Assembly of Houses, and not against any other person.

PART VII - LEGAL CONTINUITY

- 6.32 Upon the coming into force of the Community-Based Governance Legislation, the Bands included in Schedule "B" to this Agreement shall cease to exist, and all of their rights, interests, assets, obligations and liabilities, including those of the respective Band Councils, shall be vested in the appropriate FRIO in accordance with Schedule "C" to this Agreement.
- 6.33 The rights, interests, assets, obligations and liabilities of any FRIO may be distributed to its constituent Houses and Assemblies of Houses where there is a Consensus decision of each constituent House and Assembly of Houses of the FRIO, as evidenced by the fact that there is ~~not~~ Sufficient Registered Opposition by the constituent Houses to the proposed distribution.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by QW
Initialed by MY
Initialed by _____
Initialed by P
January 24, 1995

**SUB-AGREEMENT # 7
FINANCIAL ARRANGEMENTS**

- 7.1 "Financial Transfer Agreement" - means the Gitxsan, Wet'suwet'en and Gitanyow Community-Based Governance Financial Transfer Agreement.
- 7.2 "Fiscal Year" - means the year which shall start on April 1 of any calendar year and shall end on March 31 of the following calendar year.

PART I - RECEIPT AND ADMINISTRATION OF FUNDS

- 7.3 Without restricting the functions of the FRIOs as described in Section 6.13, each FRIO shall operate on behalf of and under the authority and direction of its constituent Houses to:
- (a) receive funds from the federal or provincial governments and from other entities;
 - (b) expend, invest or commit funds received, in accordance with the direction of its constituent Houses; and
 - (c) perform such other functions regarding financial management and administration as may be requested by its constituent Houses from time to time.
- 7.4 Upon the coming into force of the Community-Based Governance Legislation, all capital monies and revenue monies held by the Government of Canada for the use and benefit of the Bands listed in Schedule "B" to this Agreement, shall be transferred to a single FRIO to be designated by the Gitxsan, Wet'suwet'en and Gitanyow, and upon such transfer:
- (a) a complete accounting, prepared by the Auditor General of Canada or by an independent third party, for all years for which records are available and in accordance with generally accepted accounting principles, of all capital monies and revenue monies received and disbursed from the time the trust accounts were established for the use and benefit of the Bands listed in Schedule "B" to this Agreement, including interest thereon, shall be provided to the recipient FRIO by the Government of Canada;
 - (b) the responsibility of the Minister for the administration and accountability of all capital monies and revenue monies held for the use and benefit of the Bands listed in Schedule "B" to this Agreement shall cease, and such administration and accountability

shall be transferred initially to the recipient FRIO and, upon the distribution of monies contemplated by subsection 7.4(d), to each FRIO;

- (c) notwithstanding subsection 7.4(b), the Government of Canada shall indemnify and hold harmless the Houses and Assemblies of Houses from and against any and all claims or damages whatsoever caused by a breach of lawful obligation by the Government of Canada or its servants during the period of time when all capital monies and revenue monies were held by the Government of Canada for the use and benefit of the Bands listed in Schedule "B" to the Community-Based Governance Legislation provided that the Government of Canada is informed and given the opportunity to defend such a claim or demand; and
- (d) the recipient FRIO shall:
 - (i) hold the monies received in trust for all of the Houses;
 - (ii) facilitate and coordinate discussions among the FRIOS regarding the distribution of the monies among them;
 - (iii) upon an agreement being reached among the FRIOS regarding the distribution of the monies received among them, distribute the monies to the other FRIOS; and
 - (iv) once the distribution of the monies among the FRIOS has been completed, provide an accounting of the monies so distributed to each FRIO.

7.5 From and after the date that the Community-Based Governance Legislation comes into force, any monies derived from Gitxsan, Wet'suwet'en and Gitanyow Lands, or from resources or interests located on Gitxsan, Wet'suwet'en and Gitanyow Lands, and collected by or paid to the Government of Canada, including but not limited to royalties, lease payments, and fees shall be paid directly to the FRIO designated in Section 7.4, or as provided for in Financial Transfer Agreements, and the recipient FRIO shall hold any monies so received in trust for the House or Houses which are beneficially entitled to the monies and shall distribute the same in a timely manner to that House or to those Houses.

7.6 Within a reasonable period of time after the coming into force of the Community-Based Governance Legislation, the Government of Canada shall:

- (a) assign to a particular House or Assembly of Houses all rights, interests, grants or authorizations pursuant to the *Indian Act* held by the Government of Canada on behalf of any of the Bands listed in

- Schedule "B" that were in effect immediately prior to the coming into force of the Community-Based Governance Legislation; and
- (b) direct that payments it receives pursuant to rights, interests, grants or authorizations including but not limited to royalties, lease and permit payments, and fees, shall be paid to a particular House or Assembly of Houses rather than the Government of Canada,

and thereafter the House or Assembly of Houses may enforce payment.

- 7.7 Any funds accruing to a FRIO shall be held in trust by the FRIO for its constituent Houses.
- 7.8 Monies received by a FRIO pursuant to Section 7.3, and monies transferred to the FRIOs pursuant to Section 7.4 shall be administered by each FRIO in accordance with generally accepted financial management procedures and accounting principles and Part III of this Sub-Agreement.
- 7.9 A FRIO shall only expend, invest, or commit House funds where such expenditure, investment or financial commitment is authorized or ratified by a House or Assembly of Houses budget, a Law of a House or of an Assembly of Houses or by amendments to either a House or Assembly of Houses budget or to a Law of a House or of an Assembly of Houses.
- 7.10 Each FRIO shall establish accounts in a chartered bank, a trust company or a credit union for Gitxsan, Wet'suwet'en and Gitanyow monies.

PART II - TRANSFER PAYMENT ARRANGEMENTS

- 7.11 The Minister shall, with the approval of the Governor in Council, prior to the enactment of Community-Based Governance Legislation, enter into an initial Financial Transfer Agreement for all of the Gitxsan, Wet'suwet'en and Gitanyow, which shall provide for separate financial transfers to each of the FRIOs described in Section 6.12, in the form of grants over such period of time, and subject to such terms and conditions, as are specified in the Financial Transfer Agreement.
- 7.12 The term of the initial Financial Transfer Agreement shall be for a maximum of five (5) years.
- 7.13 Nothing in this Agreement is intended to prejudice any payments to any Gitxsan, Wet'suwet'en and Gitanyow Community Member for which he or she would otherwise be eligible as an Indian under programs or policies

established by the Government of Canada as may be amended from time to time provided that:

- (a) the Gitxsan, Wet'suwet'en and Gitanyow Community Member is registered as an Indian under the *Indian Act*;
 - (b) the Gitxsan, Wet'suwet'en and Gitanyow Community Member ordinarily resides on Gitxsan, Wet'suwet'en and Gitanyow Lands; and
 - (c) no other *Indian Act* Band or self-governing First Nation is receiving payments described above for the same Gitxsan, Wet'suwet'en and Gitanyow Community Member.
- 7.14 Any funding required for the purposes of Section 7.11 shall be paid out of such monies as may be appropriated by Parliament for those purposes.
- 7.15 Any future Financial Transfer Agreement which may be negotiated may be entered into between the Minister and each of the FRIOs described in Section 6.12.
- 7.16 After the initial Financial Transfer Agreement, any future Financial Transfer Agreement that may be negotiated shall take into account any revenues that the Gitxsan, Wet'suwet'en and Gitanyow generate by themselves.

PART III - ACCOUNTABILITY OF THE HOUSE AND FRIOs

- 7.17 In addition to the requirements for financial accountability provided for in this Part, each House is financially accountable to its House Citizens in accordance with Gitxsan, Wet'suwet'en or Gitanyow custom, as the case may be.
- 7.18 Each House shall keep books of accounts and financial records at the House office, which books and records shall contain accounts of revenues from all sources and accounts of all transactions of the House, and annual audited summaries of which shall be made available to a House Citizen for inspection upon request.
- 7.19 Financial accountability by an agency created pursuant to Section 6.10 for the receipt of funding provided by any external agency shall be in accordance with generally accepted accounting principles.
- 7.20 Each House and Assembly of Houses, and any agency of a House or

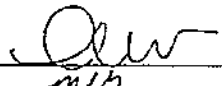

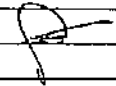
Assembly of Houses, including FRIOs, created pursuant to the Community-Based Governance Legislation, shall have the same Fiscal Year.

- 7.21 A House shall administer any monies distributed to it by a FRIO in accordance with generally accepted accounting principles and shall provide the FRIO with an annual financial statement, within sixty (60) days of the end of the Fiscal Year, showing the distribution made of such monies.
- 7.22 The three (3) FRIOs identified pursuant to Section 7.11 shall each prepare an annual audited consolidated financial statement of Gitxsan, Wet'suwet'en and Gitanyow government, including the audited financial summaries of each of the Houses, prepared in conformity with generally accepted accounting principles, which financial statements shall be submitted to the Government of Canada within ninety (90) days of the end of the Fiscal Year, and shall be published in a manner consistent with the standards generally accepted for governments in Canada and be available for review at each FRIO for inspection by any person upon request.
- 7.23 If an annual consolidated financial statement is not submitted by a FRIO identified pursuant to Section 7.11 within the time specified in Section 7.22, the Minister responsible for the Community-Based Governance Legislation shall have the authority to appoint an independent auditor for the purpose of preparing the consolidated financial statement as provided for in the Financial Transfer Agreement.
- 7.24 Where the Minister is of the opinion that the financial affairs of a House, Assembly of Houses or FRIO are in serious disorder then the Minister may notify, in accordance with the procedures set forth in the Financial Transfer

Agreement, the House, Assembly of Houses or FRIO of his intention to appoint an administrator and may proceed to appoint an administrator in accordance with the Financial Transfer Agreement.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by 
Initialed by 
Initialed by _____
Initialed by 
January 24, 1995

SUB-AGREEMENT # 8
TAXATION

- 8.1 The Community-Based Governance Legislation shall provide that the provisions of Sections 8.2, 8.3, and 8.4 are subject to any federal legislation that may exist from time to time.

PART I - CONTINUATION OF INDIAN ACT EXEMPTION

- 8.2 Subject to Section 8.6 of this Agreement, Section 87 and subsection 90(1) of the *Indian Act* will apply to Gitxsan, Wet'suwet'en and Gitanyow Houses and to House Citizens who are Indians within the meaning of the *Indian Act*, and for these purposes:
- (a) Gitxsan, Wet'suwet'en and Gitanyow Lands, as described in Schedule "C", will be deemed to be *Indian Act* reserves;
 - (b) where a House, as described in Schedule "A", has jurisdiction over Gitxsan, Wet'suwet'en and Gitanyow Lands, the House will be deemed to be an *Indian Act* band; and
 - (c) where an Assembly of Houses, as described in Schedule "C", has jurisdiction over Gitxsan, Wet'suwet'en and Gitanyow Lands, the Assembly of Houses will be deemed to be an *Indian Act* band.

PART II - INCOME TAX EXEMPTIONS

- 8.3 Without affecting the generality of Section 8.2, a House or an Assembly of Houses, or any agency of a House or Assembly of Houses that is located on House Lands or Lands of an Assembly of Houses shall, for the purposes of paragraph 149(1)(c) of the *Income Tax Act*, be deemed to be a public body performing a function of government in Canada for each taxation year of the House or Assembly of Houses where, at all times during the taxation year:
- (a) all of its real property and all, or substantially all, of its tangible personal property was situated on Gitxsan, Wet'suwet'en and Gitanyow Lands;
 - (b) it did not carry on business other than a business carried on by it on Gitxsan, Wet'suwet'en and Gitanyow Lands; and
 - (c) all or substantially all of its property was devoted to the exercise of:

- (i) the jurisdiction and powers of government as described in the Community-Based Governance Legislation; or
- (ii) such other jurisdiction and powers as described in the Community-Based Governance Legislation and any subsequent agreement between the Government of Canada and the House or Assembly of Houses.

8.4 Without affecting the generality of Section 8.2, no tax shall be payable under the *Income Tax Act* for a taxation year on the income, property or capital of a corporation, in this section referred to as the subsidiary, where, at all times during the taxation year:

- (a) all the shares and capital of the subsidiary are owned by a House, an Assembly of Houses or another subsidiary that satisfies the requirements of subsections (a), (b), (c) and (d) of this section;
- (b) no part of the earnings of the subsidiary are available to any person other than a House, an Assembly of Houses or another subsidiary that satisfies the requirements of subsections (a), (b), (c) and (d) of this section;
- (c) all of the real property and all or substantially all of the tangible personal property of the subsidiary is situated on Gitxsan, Wet'suwet'en and Gitanyow Lands, or with the consent of a band council, on a reserve of that band; and
- (d) the subsidiary did not carry on any business other than a business carried on by it on Gitxsan, Wet'suwet'en and Gitanyow Lands, or with the consent of a band council, on a reserve of that band.

8.5 For the purposes of Sections 8.3 and 8.4, the taxation year of the House or the Assembly of Houses shall be the Fiscal Year.

PART III - TAXATION POWERS

8.6 Each House or Assembly of Houses shall have the power to enact laws in relation to:

- (a) taxation for local purposes of interests in or rights to use House Lands or Lands of an Assembly of Houses;
- (b) taxation for local purposes of occupants, tenants and users of House Lands or Lands of an Assembly of Houses in respect to their interests in or rights to use those lands;
- (c) any other taxation powers, if any, as may be included in this Part; and

- (d) such other revenue generating powers as have been approved pursuant to Section 83 of the *Indian Act* for an Indian band;

and such laws shall include provisions relating to assessment, collection and enforcement procedures, including the assessment of interest and penalties, and appeals relating thereto.

- 8.7 Notwithstanding Section 8.6, in the event that the powers relating to taxation in the *Indian Act* are amended or in the event that other federal legislation concerning taxation powers of Indian bands or governments are enacted, the Gitxsan, Wet'suwet'en or Gitanyow may request in writing of the minister responsible for the legislation in question that:

- (a) all of the Community-Based Governance Legislation relating to taxation powers shall not apply as of a particular date;
- (b) as of the same date, all of the taxation power provisions of the *Indian Act* as amended or the other federal legislation as described above shall apply; and
- (c) the Community-Based Governance Legislation be amended to reflect the powers which will apply as a result of the request made pursuant to subsections (a) and (b).

- 8.8 One year after the enactment of the Community-Based Governance Legislation or at such earlier time as may be agreed, the Gitxsan, Wet'suwet'en or Gitanyow and the Government of Canada will, at the request of the Gitxsan, Wet'suwet'en or Gitanyow, enter into negotiations regarding:

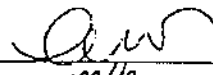
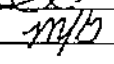

- (a) the extent to which the Gitxsan, Wet'suwet'en or Gitanyow shall have the power to enact laws in relation to direct taxes, other than property taxation; and
- (b) such other matters as may be agreed upon;

and, at the conclusion of the negotiations, the Governor in Council may deal with the matter as provided for in Section 6.20.

- 8.9 Except as provided for in Section 8.6, nothing in this Agreement describes a power in relation to taxation.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitksan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by 
Initialed by 
Initialed by _____
Initialed by 
January 24, 1995

SUB-AGREEMENT # 9
APPLICATION OF FEDERAL AND PROVINCIAL LAWS

- 9.1 Where the Community-Based Governance Legislation is inconsistent with any other federal law, the Community-Based Governance Legislation shall prevail to the extent of the inconsistency, but otherwise other federal laws apply to the Gitxsan, Wet'suwet'en and Gitanyow Community Members and to Gitxsan, Wet'suwet'en and Gitanyow Lands.
- 9.2 Provincial laws of general application do not apply to Gitxsan, Wet'suwet'en and Gitanyow Community Members to the extent that they are inconsistent with the Community-Based Governance Legislation, any other federal Act, a treaty, or with a House Law or Law of an Assembly of Houses but otherwise provincial laws of general application apply to Gitxsan, Wet'suwet'en and Gitanyow Community Members.
- 9.3 Any by-laws made pursuant to the *Indian Act* by a Band included in Schedule "B" to this Agreement that are in force immediately before the Community-Based Governance Legislation comes into force shall remain in force to the extent that those by-laws are consistent with the Community-Based Governance Legislation and with any Law made by a House or by an Assembly of Houses which exercises jurisdiction pursuant to the Community-Based Governance Legislation over the Lands upon which the by-law was made to apply.
- 9.4 Section 88 of the *Indian Act* shall not apply to Gitxsan, Wet'suwet'en and Gitanyow Community Members, nor shall it apply to Gitxsan, Wet'suwet'en and Gitanyow Lands.
- 9.5 The *Indian Act* shall continue to apply to Gitxsan, Wet'suwet'en and Gitanyow Lands, Houses and House Citizens unless it is inconsistent with a House Law or Law of an Assembly of Houses or with the Community-Based Governance Legislation.

- 9.6 Notwithstanding Section 9.5, the *Indian Act* shall continue to apply for the purposes of registration as an Indian, pursuant to Sections 2, 5, 6, 7, 14.1 and 14.2 of the *Indian Act*.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by

Initialed by

Initialed by

Initialed by

January 24, 1995

**SUB-AGREEMENT # 10
ENVIRONMENTAL ASSESSMENT**

- 10.1 "Environment" - means the components of the earth and, for greater certainty, includes:
- (a) land, water and air, including layers of the atmosphere;
 - (b) all organic and inorganic matter and living organisms;
 - (c) the health and physical well-being of humans and other organisms;
 - (d) ecosystems and the interacting systems that include components referred to in paragraphs (a), (b), and (c) above;
 - (e) the built environment;
 - (f) physical heritage, notably any structure, site or thing that is of historical, archaeological, paleontological, cultural, or architectural significance; and
 - (g) the interrelationship between or among any of the factors in paragraphs (a) through (f).
- 10.2 "Environmental Assessment" - means, in respect of a Project, an assessment of the Environmental Effects of the Project that is conducted in accordance with this Sub-Agreement.
- 10.3 "Environmental Assessment Laws" - mean the laws enacted pursuant to Sections 10.9, 10.10, and 10.11.
- 10.4 "Environmental Effects" - means, in respect of a Project, any change to the Environment that may be caused by the Project including any related or connected social, economic, health or cultural effects on Gitxsan, Wet'suwet'en and Gitanyow Community Members or on the current use of lands, waters, and resources by such persons, or on any structure, site or thing that is of historical, archaeological, paleontological or architectural significance, whether any such change occurs within or outside House Lands or Lands of an Assembly of Houses.
- 10.5 "Interested Parties" - means, in respect of an Environmental Assessment, any person or body having an interest in the outcome of the Environmental Assessment for a purpose that is neither frivolous nor vexatious.
- 10.6 "Mitigation" - means, in respect of a Project, the elimination, reduction or control of the adverse Environmental Effects of the Project, and the

enhancement of any positive effects, including restoration of the damaged Environment.

10.7 "Project" - means:

- (a) any proposed program, plan, or policy and any modification thereto;
- (b) any proposed initiative, undertaking, construction, operation, modification, decommissioning, repair, extension, expansion, renewal, or abandonment of or in relation to a physical work; and
- (c) any proposed physical activity that is defined as a Project in Environmental Assessment Laws enacted in accordance with the Community-Based Governance Legislation,

but does not include a Project which has been previously assessed.

10.8 "Proponent" - means, in respect of a Project, the person or body that proposes the Project.

10.9 Through a Consensus decision of all Gitxsan Houses, the Gitxsan Houses may enact one Gitxsan Environmental Assessment law which applies equally on all House Lands held by Gitxsan Houses and all Lands of Assemblies of Houses held by Gitxsan Assemblies of Houses.

10.10 Through a Consensus decision of all Wet'suwet'en Houses, the Wet'suwet'en Houses may enact one Wet'suwet'en Environmental Assessment law which applies equally on all House Lands held by Wet'suwet'en Houses and all Lands of Assemblies of Houses held by Wet'suwet'en Assemblies of Houses.

10.11 Through a Consensus decision of all Gitanyow Houses, the Gitanyow Houses may enact one Gitanyow Environmental Assessment law which applies equally on all House Lands held by Gitanyow Houses and all Lands of Assemblies of Houses held by Gitanyow Assemblies of Houses.

10.12 Environmental Assessment Laws shall give due consideration to the following guiding principles:

- (a) the protection of the hunting, fishing, trapping, and other Aboriginal rights of House Citizens on the Lands, with respect to development activities on the Lands;
- (b) the minimizing of impacts on House Citizens and Gitxsan, Wet'suwet'en and Gitanyow Community Members by development activities on the Lands;

- (c) the protection of House Citizens, Houses, their communities, and their economies from development activities on the Lands;
- (d) the protection of wildlife resources, including the physical and biotic environment, and ecological systems on the Lands, with respect to development activities on the Lands;
- (e) guaranteed participation of the Gitxsan, Wet'suwet'en and Gitanyow, and utilization of their knowledge and experience, in the application of this regime;
- (f) the rights and interests of Gitxsan, Wet'suwet'en and Gitanyow Community Members and others, whatever they may be;
- (g) the right to develop by persons acting lawfully on the Lands; and
- (h) the minimizing of the negative environmental and social impacts of development on the Gitxsan, Wet'suwet'en and Gitanyow by reasonable means and with special reference to those measures proposed or recommended by the Environmental Assessment regime.

10.13 Environmental Assessment Laws may address:

- (a) protection of the health and well-being, cultures, heritage, traditions and special relationship to the Environment of the Gitxsan, Wet'suwet'en and Gitanyow;
- (b) promotion of economic growth that respects the protection referred to in subsection (a) above;
- (c) mitigation of adverse Environmental Effects of development activities;
- (d) assessment of Environmental Effects as part of the planning and decision-making processes;
- (e) consultation, cooperation, and agreements with other Houses and other governments in relation to:
 - (i) Environmental Assessment;
 - (ii) transboundary and related effects; and
 - (iii) generally, the protection of the environment;
- (f) compatibility of land uses between adjacent jurisdictions;
- (g) measures to prevent duplication of Environmental Assessment processes of Projects having an impact on adjacent jurisdictions;
- (h) measures to permit a House or Assembly of Houses to prevent a Project from proceeding; and
- (i) provisions for the payment of costs associated with the Environmental Assessment of any Project.

10.14 Houses may act together or alone to oversee the application of the Environmental Assessment process.

10.15 The Environmental Assessment of a Project shall provide for the following:

- (a) the purpose and need for the Project;
- (b) identification of all Environmental Effects of the Project, including:
 - (i) the Environmental Effects of malfunctions or accidents that may occur in connection with the Project;
 - (ii) any cumulative Environmental Effects that may result from the Project, including but not limited to any cumulative Environmental Effects that may result in combination with other Projects that have been or will be carried out; and
 - (iii) any transboundary Environmental Effects;
- (c) identification of concerns of the public and Interested Parties with respect to the Project;
- (d) identification of the significance to the Gitxsan, Wet'suwet'en and Gitanyow Community Members, and to other affected groups and individuals, of the Environmental Effects described in subsection (b) above;
- (e) identification, selection and incorporation of appropriate, Project-specific Mitigation and monitoring requirements to address the potential Environmental Effects of any Project;
- (f) involvement of the public and Interested Parties during the decision-making process;
- (g) appropriate measures to prevent the overlap and duplication of assessment processes where a Project may be subject to more than one process;
- (h) a level of assessment for a Project commensurate with the scale of potential Environmental Effects of that Project;
- (i) alternatives to the Project, including not proceeding and alternative means of carrying out the Project that are technically and economically feasible, and the Environmental Effects of any such alternatives;
- (j) the need for, and the requirements of, any follow-up program in respect of the Project;
- (k) the capacity and sustainability of resources and ecosystems that are likely to be affected by the Project;
- (l) whether to give a recommendation to the House or Assembly of Houses for rejection of the Project, if there are adverse Environmental Effects which cannot be resolved by the mechanisms

- described in subsection (e) above;
 - (m) effects on ecosystem integrity, biodiversity and sustainability;
 - (n) special measures to inform the interested Houses and Assembly of Houses of the Environmental Assessment decisions and background information related to such decisions; and
 - (o) registration of, and public access to, Environmental Assessment decisions and background information related to such decisions.
- 10.16 The Environmental Assessment of any Project shall be conducted as early as possible in the planning stages of a Project before an irrevocable decision is made.
- 10.17 Where an Environmental Assessment is required under an Environmental Assessment Law pursuant to the Community-Based Governance Legislation and under the *Canadian Environmental Assessment Act*, the House and the federal authority shall:
- (a) agree to a joint Environmental Assessment process;
 - (b) agree to substitute one process for another; or
 - (c) agree to other measures to avoid unnecessary duplication or overlap of processes.
- 10.18 The Environmental Assessment of a Project shall be conducted in accordance with standards at least equivalent to the standards required of federal departments under the *Canadian Environmental Assessment Act*.
- 10.19 Where a House or Assembly of Houses is required to make a decision in respect of a Project, the House or Assembly of Houses shall:
- (a) consider the recommendations made in the Environmental Assessment;
 - (b) register its background information related to the decision so as to provide a public record of the decision-making process; and

- (c) ensure that any Mitigation and monitoring requirements are implemented.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by

Initialed by

Initialed by

Initialed by

January 24, 1995

QWS

m/b

[Signature]

SUB-AGREEMENT # 11
GUIDELINES FOR COMMUNITY RATIFICATION
OF THE AGREEMENT

PART I - DEFINITIONS

- 11.1 "Band List" - means the list maintained pursuant to Sections 8 or 10 of the *Indian Act*, R.S.C. 1985, c. I-5, as the case may be, for any of the Bands listed in Schedule "B" of this Agreement.
- 11.2 "Community Return Day" - means the date described in Section 11.24 by which an Eligible Member must return the Ratification Authorization Statement to the Ratification Committee.
- 11.3 "Crosswalk List" - means a list of the names of all persons who appeared on a Band List immediately prior to the Eligibility Date, and the name of the House to which each person on the Crosswalk List shall be affiliated as a House Citizen upon the coming into force of the Community-Based Governance Legislation.
- 11.4 "Eligibility Date" - means a date which is determined by the Ratification Committee, by which Eligible Members must be eighteen (18) years of age or older and on the Band List.
- 11.5 "Eligible Member" - means those individuals who are:
- (a) on the Band List as of the Eligibility Date; and
 - (b) eighteen (18) years of age or older as of the Eligibility Date.
- 11.6 "Eligible Members List" - means the list prepared by the Ratification Committee pursuant to Sections 11.17 and 11.20.
- 11.7 "Information Meetings" - means the meetings conducted by the Ratification Committee pursuant to Part IV of this Sub-Agreement.
- 11.8 "Information Package" - means the package prepared by the Ratification Committee pursuant to Section 11.18 of this Sub-Agreement.
- 11.9 "Ratification Authorization Statement" - means the statement signed by an Eligible Member and a witness which authorizes the House to ratify this

Agreement on behalf of the Eligible Member, a form of which is attached as Annex "A" to this Sub-Agreement.

11.10 "Ratification Committee" - means the Committee appointed pursuant to Section 11.15 of this Sub-Agreement.

11.11 "Reasonable Efforts" - means the steps to be taken by the Ratification Committee in order to establish contact with as many Eligible Members as possible, including, without limitation:

- (a) placing advertisements in the *Globe & Mail*, the *Vancouver Province* and the *Vancouver Sun* and in local newspapers;
- (b) consulting with relatives;
- (c) designating individuals to locate Eligible Members;
- (d) posting notices concerning the Agreement; and
- (e) attempting to contact Eligible Members by telephone.

11.12 "Regional Director General" - means the Regional Director General, British Columbia Region, of the Department of Indian Affairs and Northern Development.

PART II - GENERAL

11.13 This Agreement shall be ratified in accordance with this Sub-Agreement. The ratification process in this Sub-Agreement is not intended to apply to the ratification of any other agreement which may in future be agreed to by the Gitxsan, Wet'suwet'en and Gitanyow and the Government of Canada.

11.14 This Agreement is only intended to describe the results of negotiations between the Government of Canada and the Office of the Hereditary Chiefs and shall have no legal force or effect.

PART III - THE RATIFICATION COMMITTEE

11.15 A Ratification Committee shall be appointed and shall administer the ratification process.

11.16 The Ratification Committee shall be comprised of five (5) representatives two (2) of which shall be appointed by Canada, and one (1) by each of the Gitxsan, Wet'suwet'en and Gitanyow.

- 11.17 Within six (6) months of being constituted, the Ratification Committee shall prepare an Eligible Members List which shall contain, for each of the Bands listed in Schedule "B" to this Agreement, the name and address of every Eligible Member.
- 11.18 Upon completion of the Eligible Members List described in Section 11.17, the Ratification Committee shall compile an Information Package, which shall be approved by the Government of Canada and the Office of Hereditary Chiefs and which shall contain, as a minimum:
- (a) this Agreement;
 - (b) a plain-English summary of this Agreement;
 - (c) a list of all Gitxsan, Wet'suwet'en and Gitanyow Houses and the names of their respective Hereditary Chiefs; and
 - (d) instructions concerning the ratification process, including information regarding implementation, the Crosswalk List, and a sample of the Ratification Authorization Statement in the form attached as Annex "A" to this Sub-Agreement.
- 11.19 Within two (2) months of compiling the Information Package, the Ratification Committee shall send an Information Package, by registered mail, to all Eligible Members.
- 11.20 If, after all Reasonable Efforts, the Ratification Committee has been unable to contact an Eligible Member:
- (a) the Ratification Committee on its own may strike off the name of every such individual from the Eligible Members List and such individuals shall not be counted for the purposes of the total Band membership pursuant to the calculation in Sections 11.29 and 11.31, however, no more than twenty (20) percent of the total of Eligible Members may be struck off the Eligible Members List for any particular Band because of a failure to contact that individual; and
 - (b) If the Ratification Committee is unable to contact more than twenty (20) percent of the Eligible Members for any particular Band, it shall make a written report to Canada and to the Office of the Hereditary Chiefs of its efforts to contact Eligible Members, and Canada and the Office of the Hereditary Chiefs may instruct the Ratification Committee to strike from the Eligible Members List all individuals whom the Ratification Committee has been unable to contact.

PART IV - INFORMATION MEETINGS

- 11.21 Within two (2) months of mailing the Information Packages to all Eligible Members, the Ratification Committee shall schedule at least one (1) Information Meeting for Eligible Members, with representatives of the Office of Hereditary Chiefs and their legal counsel, in each of the nine Gitxsan, Wet'suwet'en and Gitanyow communities listed in Schedule "B" to this Agreement and also in such other communities as the Ratification Committee determines.
- 11.22 The Ratification Committee shall chair the Information Meetings and it shall provide for:
- (a) minutes to be taken of the Meeting;
 - (b) a record of the number of individuals attending the Meeting and of the names of the members of the Ratification Committee and other individuals making presentations at the Meeting; and
 - (c) translation and transcription services, where required.
- 11.23 For each Information Meeting, the Ratification Committee may provide Ratification Authorization Statements to Eligible Members who are prepared to complete it at that time, and the Ratification Committee shall date-stamp it and record the names of those Eligible Members who have completed it at the Information Meeting, and shall forthwith deliver those Ratification Authorization Statements to the secure location described in Section 11.26.

PART V - COMMUNITY RETURN DAY

- 11.24 Within thirty (30) days after the completion of the Information Meetings, the Ratification Committee shall send by registered mail, to every Eligible Member, a Ratification Authorization Statement in the form attached as Annex "A" to this Sub-Agreement, including instructions for its completion and its return to the Ratification Committee by a certain date, to be known as the Community Return Day, and to an address to be determined by the Ratification Committee.
- 11.25 Notwithstanding Section 11.24, the Ratification Committee is not required to deliver an additional Ratification Authorization Statement to an Eligible Member who has completed a Ratification Authorization Statement pursuant to Section 11.23.
- 11.26 All Ratification Authorization Statements received by the Ratification

Committee shall be date-stamped on the envelope and shall remain unopened in a safe and secure location until six (6) p.m. on the Community Return Day.

11.27 Beginning at six (6) p.m. on the Community Return Day, the Ratification Committee shall open the envelopes and check the names of all Eligible Members who returned a validly completed Ratification Authorization Statement against the Eligible Members List and record the results on the form attached as Annex "B" to this Sub-Agreement.

11.28 A Ratification Authorization Statement is not validly completed unless it has been signed by the Eligible Member and also signed by a witness who is eighteen (18) years or older as of the Eligibility Date.

PART VI - COMMUNITY RATIFICATION

11.29 The members of any Band listed in Schedule "B" to this Agreement shall be deemed to have authorized their Hereditary Chiefs to ratify this Agreement on their behalf if the number of valid Ratification Authorization Statements for a Band is greater than fifty (50) percent of the total number on the Eligible Members List for that Band.

11.30 In the case of any Band for which the number of valid Ratification Authorization Statements is fifty (50) percent or less than the total number on the Eligible Members List for that Band, the Ratification Committee may, within seven (7) days, order that:

- (a) a further Information Meeting be held for that Band; and
- (b) a Supplementary Return Day be set for that Band, which date shall be no more than thirty (30) days subsequent to the Community Return Day.

11.31 For a Band subject to an order of the Ratification Committee as described in Section 11.30, if additional Ratification Authorization Statements are received by the Supplementary Return Day sufficient to bring the total number of Ratification Authorization Statements up to greater than fifty (50) percent of the total number on the Eligible Members List, then the members of that Band shall be deemed to have authorized their Hereditary Chiefs to ratify this Agreement on their behalf.

11.32 Immediately after the tallying of results on the Community Return Day, as described in Section 11.27, the Ratification Committee shall deliver a copy

of Annex "B" originally signed by all members of the Ratification Committee to:

- (a) the Regional Director General;
- (b) each of the Bands listed in Schedule "B" to this Agreement; and
- (c) the Office of the Hereditary Chiefs.

11.33 In the event that a Supplementary Return Day is ordered by the Ratification Committee pursuant to Section 11.30, the Ratification Committee shall tally the results on the Supplementary Return Day and shall complete and deliver another copy of Annex "B" signed by all members of the Ratification Committee to the parties listed in Section 11.32.

PART VII - HOUSE RATIFICATION

11.34 Within sixty (60) days of the confirmation of the authorization to ratify, as described in Section 11.29 or Section 11.31, the Gitxsan, Wet'suwet'en and Gitanyow Houses may proceed to consider ratification of this Agreement in accordance with custom.

11.35 Once the Houses have held a ratification meeting, they shall each provide notice to the Ratification Committee of the date of the meeting and of its decision concerning ratification of this Agreement, in the form attached as Annex "C" to this Sub-Agreement, or in a form substantially the same as Annex "C".

11.36 Within seventy (70) days of the confirmation of the authorization to ratify described in Sections 11.29 and 11.31, the Ratification Committee shall prepare a report on the House Ratification process, which shall contain a copy of all Annex "C" forms which have been received and a statement concerning which Houses have ratified this Agreement, and shall deliver the report to the parties listed in Section 11.32.

11.37 Where all of the Houses have ratified this Agreement, the Office of the Hereditary Chiefs may sign this Agreement.

11.38 Where only some of the Houses have ratified this Agreement, the Office of the Hereditary Chiefs may agree to negotiate with the Government of Canada modifications to this Agreement and to sign the modified Final Agreement.

PART VIII - OBJECTIONS

11.39 Any Eligible Member who has reasonable grounds for believing that:

- (a) there was a violation of this Sub-Agreement; or
- (b) there was a corrupt practice in connection with the ratification process,-

that may have affected the results of the community ratification process described in Part VI, may within seven (7) days from the date of the Community Return Day, or Supplementary Return Day, as the case may be, file an objection by forwarding, by registered mail, to the Regional Director General and to the Office of the Hereditary Chiefs a sworn affidavit containing the grounds for the objection and particulars thereof.

11.40 Within seven (7) days of receiving an objection, the Regional Director General and the Office of the Hereditary Chiefs shall forward a copy of the objection by registered mail to the Ratification Committee.

11.41 Within fourteen (14) days of receiving a copy of the objection from the Regional Director General, the Ratification Committee shall forward a response to the particulars of the objection to the Regional Director General and to the Office of the Hereditary Chiefs.

11.42 Within seven (7) days of receiving the response from the Ratification Committee, the Regional Director General, in consultation with the Office of the Hereditary Chiefs, shall decide on the validity of the objection or order such further investigations as may be necessary.

11.43 The Regional Director General, with the consent of the Office of the Hereditary Chiefs, may dispose of a valid objection by requiring that the Community Ratification Process described in Part VI be repeated, or by taking such measures as are agreed upon between the Regional Director General and the Office of the Hereditary Chiefs.

PART IX - RATIFICATION BY CANADA

11.44 Upon receiving and considering the Ratification Committee report prepared pursuant to Section 11.36, the Minister may:

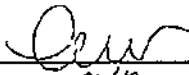

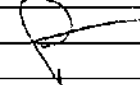
- (a) where all the Gitxsan, Wet'suwet'en and Gitanyow Houses have ratified, recommend to Cabinet that the Government of Canada

- (b) ratify this Agreement; or
where only some of the Gitxsan, Wet'suwet'en and Gitanyow Houses have ratified, enter into negotiations with the Office of Hereditary Chiefs to modify this Agreement and then recommend to Cabinet that the Government of Canada ratify this Agreement as modified.

11.45 Upon receiving a recommendation from the Minister pursuant to Section 11.44, Cabinet may ratify this Agreement and authorize the Minister to sign this Agreement on behalf of the Government of Canada.

Agreed, subject to any errors and omissions
and subject to ratification by each party.

Gitxsan
Wet'suwet'en
Gitanyow
Canada
Date

Initialed by 
Initialed by 
Initialed by _____
Initialed by 
January 24, 1995

ANNEX "A"
GITXSAN, WET'SUWET'EN AND GITANYOW
COMMUNITY-BASED GOVERNANCE AGREEMENT

RATIFICATION AUTHORIZATION STATEMENT

1. I _____, of the _____ Band, am a Member or associate Member of the _____ House, of the _____ Clan.
2. I understand that the Gitxsan, Wet'suwet'en and Gitanyow Community-Based Governance Agreement has been agreed to in principle between the Office of the Hereditary Chiefs and the Government of Canada.
3. I understand that under the Agreement, the Government of Canada agrees to consider Community-Based Governance Legislation for the Gitxsan, Wet'suwet'en and Gitanyow, which legislation will result in:
 - (a) the House being recognized as the Gitxsan, Wet'suwet'en and Gitanyow institution of government;
 - (b) the Bands of Gitanmaax, Gitanyow, Gitsegukla, Gitwangak, Glen Vowell, Hagwilget, Kispiox, Moricetown and Nee-Tahi-Buhn ceasing to exist and their assets and liabilities being vested in the Houses or Assemblies of Houses; and
 - (c) the transfer of assets and funds held in trust for the Bands of Gitanmaax, Gitanyow, Gitsegukla, Gitwangak, Glen Vowell, Hagwilget, Kispiox, Moricetown and Nee-Tahi-Buhn from the Government of Canada to the Gitxsan, Wet'suwet'en and Gitanyow FRIOs.
4. I understand that the Community-Based Governance Legislation is not intended to alter the fiduciary relationship between the Gitxsan, Wet'suwet'en and Gitanyow and the Government of Canada, although there may be changes in the fiduciary obligations and duties flowing from that relationship.
5. I HEREBY AUTHORIZE my Hereditary Chief to ratify the Community-Based Governance Agreement on my behalf.

Band Member (Signature)

Witness (Signature)

Name (Please Print)

Name (Please Print)

Date: _____

Address

ANNEX "B"
 GITXSAN, WET'SUWET'EN AND GITANYOW
 COMMUNITY-BASED GOVERNANCE AGREEMENT

RATIFICATION AUTHORIZATION STATEMENTS TALLY

INDIAN ACT BAND	TOTAL ELIGIBLE MEMBERS	50%+ 1 ELIGIBLE MEMBERS	AUTHORIZ ATIONS RECEIVED	AUTHORIZE D YES / NO (CIRCLE ONE)
#531 - GITANMAAX				YES / NO
#537 - GITANYOW				YES / NO
#535 - GITSEGUKLA				YES / NO
#536 - GITWANGAK				YES / NO
#533 - GLEN VOWELL				YES / NO
#534 - HAGWILGET				YES / NO
#532 - KISPIOX				YES / NO
#530 - MORICETOWN				YES / NO
#726 - NEE-TAHI-BUHN				YES / NO

Ratification Committee Member for Gitxsan _____

Ratification Committee Member for Wet'suwet'en _____

Ratification Committee Member for Gitanyow _____

Ratification Committee Member for Canada _____

Ratification Committee Member for Canada _____

Date: _____

ANNEX "C"
GITXSAN, WET'SUWET'EN AND GITANYOW
COMMUNITY-BASED GOVERNANCE AGREEMENT

HOUSE RATIFICATION

1. Name of House: _____
2. Date of House Ratification meeting: _____
3. Did the House ratify the Community-Based Governance Agreement? YES / NO
(Circle One)

Hereditary Chief (Signature)

Witness (Signature)

Name (Please Print)

Name (Please Print)

Date: _____

Address

SCHEDULE "A"
GITXSAN, WET'SUWET'EN AND GITANYOW HOUSES

Information to be provided and agreed upon prior to ratification by the Gitxsan, Wet'suwet'en, Gitanyow and the Government of Canada.

SCHEDULE "B"
GITXSAN, WET'SUWET'EN AND GITANYOW BANDS

Information to be provided and agreed upon prior to ratification by the Gitxsan, Wet'suwet'en, Gitanyow and the Government of Canada.

SCHEDULE "C"
LAND RESERVES UNDER GITXSAN, WET'SUWET'EN AND GITANYOW
ADMINISTRATION

Information to be provided and
agreed upon prior to ratification by
the Gitxsan, Wet'suwet'en,
Gitanyow and the Government of
Canada.

**Terms of Reference
SCHEDULE A**

Cultural Heritage Resources Inventory Agreement

Respecting the Mapping and Compilation of an Inventory of Cultural Heritage Resources
within Heiltsuk's Traditional Territory

Between

THE GOVERNMENT OF THE HEILTSUK NATION

As Represented by
The Heiltsuk Tribal Council

and

THE PROVINCE OF BRITISH COLUMBIA

As Represented by
The Ministry of Forests, and
The Ministry of Small Business, Tourism and Culture

TREATY NEGOTIATION
DIVISION

NOV 01 1994

NORTH WEST COAST
REGIONAL TEAM

Whereas:

The Heiltsuk Tribal Council and the Ministries of Forests and Small Business, Tourism and Culture are desirous of obtaining an inventory of heritage cultural resources in Heiltsuk's traditional territory to ensure that the land and resources are conserved and managed in a manner that will take into account the Heiltsuk Nation's aboriginal rights and interests.

The Heiltsuk Nation asserts that it has never surrendered, ceded or sold its aboriginal title or interests within its traditional territory.

The Courts (*Delgamuukw* and *Sparrow*) have found that First Nations have a continuing aboriginal right to the use of Crown held land and resources within a First Nation's traditional territory.

The Heiltsuk Tribal Council in 1980, concerned about the disturbance of its cultural heritage resources, introduced a policy and program and commenced the mapping and compilation of an inventory and now the Council wishes to complete the inventory and mapping of cultural heritage resources in its traditional territory.

The Heiltsuk Tribal Council and the Ministries of Forests and Small Business, Tourism and Culture agree to collaborate with the inventory and mapping of Heiltsuk's cultural heritage resources for their mutual use and benefit.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

"Heiltsuk Nation"	Composed of the following tribes of the Heiltsuk people. 'Wuyalitxv, Yisdaitxv', 'Wuithitxv', Qvuqvayaitxv', 'Xixis', Kviatxv'
"Heiltsuk Tribal Council"	The duly elected governing Council of the Government of the Heiltsuk Nation.
"The Province"	The duly elected Government of the Province of British Columbia.
"Traditional Territory"	Delineated on attached map.

Definitions of Cultural Heritage Resources are attached as Appendix 1.

PURPOSE

To undertake a cultural heritage resource inventory and mapping project with the Heiltsuk's Traditional Territory. The inventory is required to: assist the Heiltsuk Tribal Council and the Province to take into account Heiltsuk's aboriginal rights and interests in land and resource use planning and in the conduct of treaty negotiations; and to enable the Heiltsuk Nation and the Province of British Columbia to develop cultural policies and programs.

SCOPE OF THE INVENTORY AND MAPPING PROJECT

The project will encompass all of the traditional territories over which the Heiltsuk Nation assert ownership as delineated on the attached map. In compiling and collating the data, priority will be given to those lands and resources currently being considered for forest development (Five year small business plan and chart areas). Priority will also be given to areas where applications are pending. The Mid-Coast Forest District office will provide the relevant development plan maps for Heiltsuk's traditional territory.

OBJECTIVES

- To provide the Heiltsuk Nation and the Province with an inventory and maps of known cultural heritage resources.
- To develop a mutually acceptable data base, maps and typologies for use by both parties in the course of planning, review and utilization of the lands and resources.

- To assist the Heiltsuk Tribal Council to electronically inventory and map cultural heritage resources.
- To co-ordinate the inventory and mapping work done by the Heiltsuk Tribal Council with the Heritage Conservation Branch CHRIS data model and its typologies.
- To train Heiltsuk personnel and provide employment in the compilation of the inventory and mapping for the project.
- To develop an agreement (MOU) between the Heiltsuk Tribal Council and the Province of British Columbia respecting the storage, confidentiality, access, use and the process for updating the database of the inventory and maps.

METHODOLOGY

The methods for conducting the inventory study will, to the extent possible, follow the general process model outlined in the Province's *Traditional Use Studies: Interim Guidelines* (MSBTC). Existing cultural heritage resource information from historical and contemporary records, notes, documents, literature, studies, maps and inventories will be reviewed and analyzed for their suitability and confidentiality, and will be compiled prior to new field work being undertaken.

Known but unrecorded information will be gathered from interviews with a representative sample of Heiltsuk's Elders and adult Tribal members. Interviewers, recruited from Heiltsuk personnel, will be trained and used to collect and compile the information. Interpreters will be used to ensure that the information compiled accurately reflects the information provided by the Elders. The oral information will, where necessary, be verified by general site inspections.

The information will be synthesized on paper working maps. Each resulting polygon will be given a unique number tying it to the accompanying electronic database.

The database will be organized as closely as possible to the CHRIS data model to indicate cultural heritage resource typology. The polygons will be entered on digital base maps using *Terrasoft* mapping software. Accompanying data entry will be in *d-Base IV* format.

Information which is confidential or required only by the Heiltsuk Tribal Council will be recorded separately and will be entered into Heiltsuk's electronic information system.

PRODUCT

The product of this contract will consist of a set of digital and hardcopy maps depicting polygons or points representing Heiltsuk cultural heritage resources (including known

archaeological sites), an associated database organized as closely as possible to the CHRIS data model, and a detailed agreement (MOU) between the Heiltsuk Tribal Council and the Province, including, but not limited to the following specifics:

- Where the inventory data will be stored
- Who will have access to the mapping and inventory data
- Procedures for accessing data by the Province
- Referral process for any sites deemed confidential by the Heiltsuk Council
- Procedure for updating of the resource inventory

The work plan and timeline for the project work and product delivery can be found in Appendix 2.

ROLES AND RESPONSIBILITIES

Steering Committee

Overall direction will be provided by a steering committee comprised of the following:

William Gladstone, Chairman, Treaty Committee, Heiltsuk Tribal Council
Jennifer Carpenter, Director, Heiltsuk Cultural Centre
Philip Hogan, Treaty Office
Will Sandoval, Director of Fisheries
Fred J. Walchli, Westcoast Land Claims Consultants Ltd.

Ministry of Forests

Wilma Robinson, Aboriginal Forestry Advisor
Paul Knowles, Operations Manager
Susan Kelly, Senior Program Advisor
Adele Parnell, Project Liaison Officer

Heritage Conservation Branch, Ministry of Small Business, Tourism and Culture

Pamela Spalding, Policy Analyst

Responsibilities of the Steering Committee

The Project Steering Committee will be responsible for providing:

- Roles and responsibilities of the project team
- Guidelines for implementation of the project
- Direction and support to the project team

- **Advice and direction to the Heiltsuk Tribal Council and the Ministries on staffing and operational matters**
- **Detailed agreement regarding dissemination, updating and access to the study products**

Province

The Ministry of Forests will provide digital copies of base maps in Interactive Graphic Design System (IGDS) format for use on the Heiltsuk Band's Terrasoft GIS platform; copies of development plans in the Mid-Coast Forest District (in electronic format (IGDS), when available) and instruction on interpreting the development plan maps relevant to the study.

The Ministry of Small Business, Tourism and Culture will monitor the progress regarding the inventory and assessment methods of cultural heritage resources and will provide technical development and systems advice on the electronic database and on the compilation and translation of electronic data.

Heiltsuk Tribal Council

The Council will be responsible, subject to advice from the Steering Committee, for the staffing and for providing the overall direction of the work of the Project Team.

The project team will be comprised of a project co-ordinator, senior research officer, assistant research officer, GIS operator, secretary, three interviewers, equipment technician, interpreter, linguist, and database consultant, and will be responsible for researching, compiling and collating the information and mapping and for, under the guidance of GIS consultants, electronically recording the information and maps.

The Heiltsuk Tribal Council will be involved in determining the use of the products of this study. Updating and maintenance of the inventory and associated mapping will be the responsibility of the Tribal Council.

DESIGNATED CONTACT PERSONS

The Heritage Conservation Branch (MSBTC), Corporate Policy and Planning Branch, and Mid-Coast Forest District (MOF) are collaborating on this project and have retained Adele Parnell as Project Liaison Officer for the Province. Philip Hogan, of the Heiltsuk Treaty office and A. Parnell are the principal contacts in the day-to-day operation and co-ordination of the project.

The Heiltsuk Tribal Council is the co-ordinating agency for the Heiltsuk Nation including any involvement of the Government of Canada in the project. The Project Co-ordinator will be the principal contact person as representative of the Heiltsuk Nation.

Members of the Project Steering Committee will be responsible for the clarification and resolution of any issues relating to this project.

TERMS OF AGREEMENT

1. This agreement becomes effective on the date of signature by the Ministries of Forests, Small Business, Tourism and Culture and the Heiltsuk Tribal Council.
2. Amendments of this agreement may be made by written consent of both parties.
3. This is a pilot project only, and any new projects will only be pursued subject to agreement of both parties.
4. With respect to cultural heritage resource sites, the Heiltsuk Tribal Council retains copyright of detailed information and will grant permission to the Province, subject to agreement (MOU) on process, access and use of the product for the purposes of land-use planning and resource management.
5. Mapping and inventory information regarded as confidential by the Heiltsuk Tribal Council will be stored in Heiltsuk's electronic information storage system with the understanding that the Province is responsible for only accommodating or protecting those cultural heritage resources for which it has knowledge. The Memorandum of Understanding will set out how confidential information required for planning and decision making will be provided to the Province.
6. The Ministry of Small Business, Tourism and Culture will enter into an undertaking satisfactory to the Heiltsuk Tribal Council with regard to maintaining the confidentiality of culturally sensitive information prior to any such information being transmitted by the Council to the Province. Legal authority for the Province to maintain confidentiality for such materials includes section 16 and 18 of the *Freedom of Information and Protection of Privacy Act* and section 3(3) of the *Heritage Conservation Act*.
7. Participation in, and use of the final product, of this project is without prejudice to any position that either party may take in future negotiations on any agreement or treaty.
8. Meetings of the principal contacts may be held at their discretion as required.

WORKPLAN AND BUDGET

The project will be jointly funded by the Province and the Heiltsuk Tribal Council. See attached budget for details and sources of the proposed funding levels for each party.

The Heiltsuk Tribal Council will be responsible for co-ordinating and administering the funds provided from the Council, the Government of Canada and private sector sources.

Workplan, detailed budgets and any subsequent adjustments (within the approved budget) will be developed by the Project Steering Committee (Appendix 3). The funds provided will be for costs such as salaries, overhead administration, travel, training, research, cultural interpretation and electronic recording of the product.

Two service contracts setting out the terms and conditions for the expenditure of funds will be entered into between the Ministries of Forests and Small Business, Tourism and Culture respectively and the Heiltsuk Tribal Council for the Province's contribution to the project. Allocation of these funds is as per Schedule B of the respective service contracts.

DELIVERABLES

Project deliverables required by the Province by March 31, 1995

1. Monthly reports summarizing work done and problems and issues encountered up to the end of the project, October 1995.
2. Summary reports providing a financial accounting of expenditures to date (submitted December 15, 1994 and February 28, 1995).
3. An interim report submitted by March 31, 1995 which includes: a summary of work done to date, a projection of work remaining in the project, and an indication of what additional deliverables the Province can expect at project completion.
4. Digital and/or hardcopy mapping and associated data of cultural heritage resources for areas that are required by the Ministry of Forests for immediate planning and development purposes. This includes development of interim impact assessment procedures for development permits that are pending.
5. A database with GIS capability to store cultural heritage resources information to be located with and maintained by the Heiltsuk Tribal Council, and to include, at a minimum, the following attributes:
 - name
 - location
 - function
 - physical description
 - narrative
 - contact for site specific information
 - vulnerability/recommendations re: impact assessment
6. A summary document outlining the database model and spatial data model for the inventory.

7. A presentation by the Project Team on the project to the Common Land Information Base (CLIB) Advisory Committee prior to March 31, 1995 (date and timing of presentation to be agreed upon by the Steering Committee).

Deliverables required by the Province for project completion, October 1995

1. A completed inventory of known cultural heritage resources in the Heiltsuk traditional territory for the Heiltsuk Nation and the Province.
2. An initial draft of the Agreement between the Heiltsuk Nation and the Province (as represented by the Heritage Conservation Branch, MSBTC) to be signed at project completion (during the 1995/96 fiscal year). The final agreement should stipulate any caveats associated with any cultural heritage resource information that the Heiltsuk Tribal Council may wish to store in the CHRIS database, procedures for referrals of line ministries to the Heiltsuk for accessing the cultural heritage resource inventory and procedures through which the Heiltsuk will update and enter new information.

In WITNESS THEREOF the parties have executed this agreement on the 16 day of September 1994

Signed on behalf of the
Heiltsuk Tribal Council

Edwin Williams
Chairman

Signed on behalf of the
Ministry of Forests

[Signature]
District Manager,
Mid-Coast Forest District

Signed on behalf of the
Ministry of Small Business, Tourism and Culture

[Signature]
Assistant Deputy Minister

P. Williams
Witness

Sept. 12/94
Date

Appendix 1

Definitions of Cultural Heritage Sites

1. *Cultural Heritage Resources*: includes *Traditional Use Sites*; *Landscapes Features*; *Structural Features*; and *Archaeological Sites* as defined below.
2. *Traditional Use Site* - is any geographically defined site that has been traditionally used by one or more groups of people for some type of activity. These sites will often lack the physical evidence of artifacts or structures and will maintain cultural significance to a living community of people. Examples of traditional use sites are berry gathering grounds, bathing pools, sacred sites.
3. *Landscape Feature* - is any component of the landscape that has been made or modified by human association or activity. A landscape feature is usually made through deliberate action for utilitarian, ornamental, ceremonial or other purposes. Some examples of landscape features are fish weirs, ornamental gardens, orchards, burial caves etc. A landscape feature can also include natural formations and features whose cultural association/significance is identified oral traditions and indigenous place names.
4. *Structural Feature* - is any building or structure made by human activity. These resources are predominately associated with activities or events and retain meaning to a living community. Examples of structural features are bridges, rock cairns, mortuary poles.
5. *Archaeological Sites* - is any locality that contains physical evidence of past human activity deriving its primary documentary and interpretative information through archaeological excavation techniques. These resources are generally associated with both the pre-contact and post-contact periods in British Columbia; however, they do not necessarily hold direct associations with living communities. Some examples of archaeological sites are: shell middens, pictographs, burial sites.
6. *Cultural Landscape* - is a geographic area whose natural resources have been modified by human activity and which contains an aggregation of component features that exhibit the interface between people and the environment and are valued for their cultural significance. At least some of the features are human made and are related to each other and the ensemble. This is an overarching resource class; cultural landscapes are made up of a number of individually defined and inventoried sites from one of the sub-classes defined above. Some examples of cultural landscapes are abandoned village sites, a grouping of crest poles, or remnants of a fur trade operation, and can also include areas containing landscape features in/associated with oral traditions.

Appendix 2

Work Schedule/Timeline

TASK	RESPONSIBILITY	TIMEFRAME
Literature review/inventory and assessment of existing information sources and databases	HTC	5 weeks
Collation and evaluation of existing site information on to paper working maps	HTC	5 weeks
Gathering new site information and collating on to working maps	HTC	40 weeks
Organizing and encoding site information for entry in to electronic database. Analysis	HTC	5 weeks
Digitizing information from paper working maps onto digital base maps in Terrasoft GIS format	HTC	3 weeks
Accuracy check of digitized information and data entry	HTC	3 weeks
Final draft, cultural/historical summary. Assess database for levels of confidentiality required.	HTC	3 weeks
Agreement drafted, reviewed and signed regarding distribution of site info.	HTC, MOF, and MSBTC	2 weeks
Impact assessment and impact management recommendations/ ongoing management, consultation, compliance reporting	HTC, MOF and MSBTC	2 weeks

Appendix 3

Budget Heiltsuk Traditional Use Study

The following budget represents the estimated cost of completing the Traditional Use Study for the Heiltsuk Territory.

Study period is estimated at 12 months.

Project Management

Salaries and Expenses

Project Manager (1/2 time)	\$35,000	(Charged to Treaty Budget)
Secretary	\$15,000	" "
GIS operators (2) (1/2 to 3/4 time)	\$45,000	" "
Financial Administration	\$ 5,000	" "

Equipment/Supplies

Photocopier	" "
Computer/printer/software	" "

Travel

Project Team and Project Steering Committee	\$ 5,000
---	----------

Research

(Required staff/consultants/materials)

Salaries and Fees (Charged to Project)

Senior Research Co-ordinator (252 days @ \$200)	\$50,400	
Assistant Research Co-ordinator (252 days @ \$120)	\$30,240	
Training Consultant (Interviewers)	\$ 5,000	
Interviewers (3) (200 days @ \$75 x 3)	\$45,000	
Technical Assistant (200 days @ \$75)	\$15,000	
Interpreter (210 days @ \$120)	\$25,300	
Linguist (15 days @ \$300)	\$ 4,500	
Historical/archival Researcher (10 days @ \$300)	\$ 3,000	
Cultural Advisors (6 Elders x 6 meetings @ \$360)	\$ 2,160	
Honoraria (\$20/hr. up to 3 hrs. max.) (200 @ \$60)	\$12,000	\$192,600

Materials and Supplies (Charged to Project)

Tape recorders and microphones (4 @ \$350)	\$ 1,400	
Notebooks/forms/pencils/supplies	\$ 600	
Aerial photos (Loan from Province)		
Topographical Maps		
Audio Tapes, labels	\$ 2,000	
35 mm film and processing	\$ 500	
Video Tapes	\$ 500	
Incidentals	\$ 1,000	\$ 6,000

Travel**Field Work**

Boat (30 days @ \$350)	\$10,500	
Punt/gas/food (30 days @ \$150)	\$ 4,500	\$ 15,000

Computer Programming

Database development, staff training, advice (Consultant fees and travel)	\$39,470	
Computer program font development (Heiltsuk Alphabet)	\$ 5,300	
Data Entry Clerk/Typist (250 days @ \$80)	\$20,000	
GIS (charged to Treaty Office)		
Digital maps (1:20,000) (Province)		\$ 64,770

Total		\$283,370
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SCHEDULE "B"
CONTRACT PRICE

1. Fees and expenses will be based on the budget and workplan contained in the attached terms of reference, and will be disbursed in 3 increment payments, during the terms of which the Contractor (Heiltsuk Tribal Council) is engaged in the fulfillment of its obligations under this Agreement. The total contract amount is \$100,000.00

2. Fees:

Fees are not to exceed \$88,000.00 and are to be allocated as follows:

- Salaries for the Senior Research Coordinator, Interviewer, Technical Assistant, Data Entry Technician, and Interpreter up to \$50,000.
- Consulting Fees for the Training Consultant; Database Development (this item not to exceed \$10,000); Linguist; Historical Archival Researcher; Cultural Advisors and Honoraria up to \$38,000.

3. Expenses:

Expenses are not to exceed \$12,000.00 and are to be allocated as follows:

- Boat rentals for Ground Truthing up to \$5,000
- Travel for Project Team and Project Steering Committee up to \$7,000

All expenses must be supported by receipts, *excluding meal expenses, incurred through travel, which cannot exceed a maximum of \$39.00/day.*

4. Disbursements

An initial payment of \$50,000.00 will be issued upon the signing of this contract. The remaining two payments (totalling \$25,000.00 each) will be issued on December 15, 1994 and February 28, 1995, providing a written statement of account (invoicing information), for the preceding term, has been submitted by the Contractor and approved by the Contract Administrator (Pamela Spalding, Heritage Conservation Branch 356-1042), and work completed to date is satisfactory. The invoicing information must show:

- (a) calculation of all fees claimed for the preceding term in which the statement is submitted, with hours (where applicable) and dates; and,
- (b) listing, in reasonable detail and with dates, all expenses claimed, if any, for the preceding term in which the statement is submitted and with receipts, where applicable, attached.

Within 30 days of receipt by the Province of any aforesaid written statement of account the fees referred to in paragraph 2 and the expenses referred to in paragraph 3 of this Schedule shown thereon will be paid to the Contractor, subject always to the respective maximum amounts set forth.

Final accounting for the Province's contribution to the project (during the 94/95 fiscal year) is to be submitted with final report as outlined in Schedule A (item 3).

5. THIS IS TO CERTIFY THAT THE PROPERTY AND OR SERVICES ORDERED/PURCHASED HEREBY ARE FOR THE USE OF, AND ARE BEING PURCHASED BY: The Province of British Columbia, Ministry of Small Business, Tourism and Culture, WITH CROWN FUNDS, AND ARE THEREFORE NOT SUBJECT TO THE GOODS AND SERVICES TAX.

Initials


Schedule C

List of Approved Sub-Contractors*










- Public Works and Government Services Canada (GIS Specialists and Architecture and Engineering Services)
- Dr. John Rath (Linguist)
- Dr. John Pritchard (Ethnographic Training Consultant)

*Additional or replacement subcontractors may be added to this list with the verbal approval of the Project Liaison Officer (A. Parnell)

Initials


HEILTSUK TERRITORY

LEGEND

	Heiltsuk Boundary		Community
	Primary Road		Rocks
	Secondary Road		Seaplane
	Fuel		Airfield
	Ferry Route		

September 6 1994

**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.

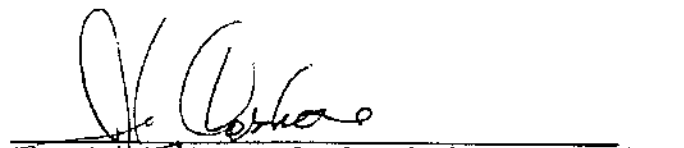
9. If the Parties to this Accord agree that significant progress in relation to the matters to which reference is made in clauses 4.2 and 4.5 has been made prior to the end of the one year adjournment, to which reference is made in clause 1, then the Hereditary Chiefs will discontinue their appeal in Delgam Ukw 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

DRAFT SIGNIFICANT PROGRESS AGREEMENT

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).

2. PARTIES

The parties to this agreement are the Gitksan 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 beginning Agreement in Principle negotiations. Best efforts will be made to complete framework negotiations by January 31, 1995; and Agreement in Principle negotiations during the adjournment period of the Delgamuukw appeal to the Supreme Court of Canada. Both the Framework Agreement and Agreement in Principle negotiations will involve proper consultation with third parties. The Agreements themselves will be subject to approval by the parties respective decision making mechanisms.

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

5. BI-LATERAL NEGOTIATIONS

- a) The bi-lateral negotiations shall focus on the following topic areas:
- Forest Resource Management
 - Cooperative 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 December 20, 1994.
- c) Bi-lateral negotiations on co-operative planning will focus on mutually agreeable mechanisms which will provide direct input into land and resource planning processes and initiatives within Gitksan traditional territory (including the Kispiox land and resource management plan (LRMP)). Best effort will be made to reach agreement on co-operative planning by March 31, 1995.
- d) With respect to the Human and Social Services topic, it is recognized and acknowledged that the Gitksan have expressed an objective of achieving direct control over Gitksan health, education, justice, social and community services 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 Gitksan 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 though and to provide greater clarity, efforts of the parties shall focus on achieving bi-lateral arrangements in the following four (4) specific areas:

Education: the Ministry of Education will work with the Office of the Gitksan Hereditary Chiefs to foster cooperation and communication between Gitksan communities and the school districts which serve them, in order to ensure Ministry policies around Aboriginal Education funding are followed.

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

Justice: establishment of a Tribal Police Force.

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

Bi-lateral negotiations in these four areas are to be completed within one year of the date of the original adjournment of the Delgamuukw appeal to the Supreme Court of Canada.

- c) The bi-lateral negotiations on the three topic areas noted in 5 (i) above are intended to arrive at agreements that are within the existing legislative framework of the Provincial Government.

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 Gitksan. Access to additional provincial information or data in other areas, as may be required from time to time, will be discussed between the parties and will be provided upon agreement of the parties. 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.

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 principle of openness and agree to negotiate an 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 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

A government to government review of significant progress will occur on or about February 15, 1995, and two weeks prior to one year from the date of the original adjournment to assess the progress of negotiations

Signed on this _____ day of _____, 19__.

Don Ryan, Chief Negotiator
Gitksan Treaty Office

Mark L. Stevenson, Negotiator
Province of British Columbia

05/24/95 11:26 INNU MIKIVIK → 16047757149

05/23/95 15:31 8604 775 7149

FED TREAT NG VAN

NO.174 P002

002/002

05/23/95 11:08 8604 632 2453

05/16/95 16:08 TREATY NEGOTIATIONS DIV. → 824 949 5377

NL.812 P002/009

J.M. - P.W. S.G.
 L.W. G Good S.R.
 MD
 G.W. W.T.
 K.R.

GITANYOW FRAMEWORK AGREEMENT

This Agreement is dated May 16, 1995.

BETWEEN:

THE GITANYOW HEREDITARY CHIEFS

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 Gitanyow assert that they are the only 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 Gitanyow, Canada and British Columbia are committed to negotiating a treaty in accordance with the British Columbia Treaty Commission process ("BCTC Process").

- 2 -

- D. By negotiating a treaty, the Parties seek to achieve certainty with respect to the relationship between the Gitanyow, 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.
- E. 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 Gitanyow 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 agreement between the First Nations Summit, Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of British Columbia, 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 5.4, 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 "Houses" are the main social, political and governing units of the Gitanyow and include: Gwass Hlaam, Mahii, Haaizimague, WuuLitsxw/TxaWoxw, GamLaxyelfw/Sindihi, LouRon, Gwinuu, and WuuTaxhayetsxw/Sidook.

- 3 -

- 1.7 "Overlap" means a geographic area within the Territory which is claimed by a First Nation, as defined in the BCTC Agreement, other than the Gitanyow.
- 1.8 "Sub-Agreement" means an agreement initialled by the Chief Negotiators on a substantive issue listed in Section 5.1.1 of this agreement.
- 1.9 "Territory" means that geographic area identified by the Gitanyow as their territory on the map attached to the Gitanyow Statement of Intent filed with the British Columbia Treaty Commission.

2. Purpose

- 2.1 The purpose of the 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 Gitanyow, 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. Context

- b. Gitanyow Governance

- 1) House (Wilp) structure & authority (Dax gyet), including health, education and economic development
- 2) Inter-governmental relations

- 4 -

c. Lands and Resources

- 1) First Nations' rights on non-settlement lands
- 2) Public rights, including right of the Crown, on settlement lands
- 3) Land selection and tenure

d. Financial Arrangements

- 1) Financial settlement component
- 2) Revenue sharing

e. Eligibility and Enrolment**f. Ratification****g. Certainty**

5.2 The Parties intend to develop an implementation plan which includes but is not limited to:

- Implementation funding
- Timing

5.3 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.

5.4 Notwithstanding Section 1.5, the issue of whether Gitanyow 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;

- 5 -

- b) negotiating and concluding an Agreement-in-Principle and a Final Agreement;
- c) implementing and managing the "Protocol Regarding the Openness of Gitanyow Treaty Process";
- d) implementing detailed procedures, consistent with this Agreement, to guide the Parties during Agreement-in-Principle negotiations as outlined in a document entitled "Gitanyow 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 will require resolution on a regional basis;
- b) acknowledge that some issue 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 and a representative from each House 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 and a representative from each House 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 -

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 Gitanyow 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 Gitanyow 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.

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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 and a representative from each House, 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 Gitanyow and a chief from each House is authorized to sign this Agreement on behalf of the Gitanyow.
- 12.4 The Minister of Indian Affairs and Northern Development is authorized to sign this Agreement on behalf of Canada.
- 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.

- 8 -

Signed on Behalf of the Gitanyow Houses
by its duly authorized representatives:

Morris Derrick or Timmy Martin,
WiiLitsxw/TaaWoxw Hereditary Chief

Solomon Marsden or Robert W. Good
GamLaxyeltw/Sindihl Hereditary Chief

Able Campbell
GwassHlaam Hereditary Chief

Guy Morgan
LuuHon Hereditary Chief

Gordon Johnson
Malii Hereditary Chief

Godfrey Good
Gwinuu Hereditary Chief

Ken Russel
Haizimsque Hereditary Chief

Barney Good or Laurence Williams
WiiTaxhayetsxw/Sidook Hereditary Chief

Glen Williams
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

facsimile
TRANSMITTAL

FILE COPY

to: Mark Stevenson / Glen Williams
fax #: 387-0887 / 849-5327
re: Initialled Framework Agreement
date: May 25, 1995
pages: 9, including cover sheet.

Attached for your records is a copy of the initialled framework agreement which was circulated by fax.

Ian

COPIED TO	
Mark	
Sandy	
Glen	
Rick	

From the desk of...

Ian MacLeod
Claims Analyst
Federal Treaty Negotiation Office
2700-650 West Georgia Street
Vancouver, BC
V6B 4N8

775-8164
Fax: 775-7149

PROTOCOL REGARDING THE OPENNESS OF THE GITANYOW TREATY PROCESS

1. Purposes

- 1.1 This *Protocol* shall apply to the Treaty Process between the Gitanyow and British Columbia and Canada (the "Parties") and is intended to allow public access throughout the Treaty Process while recognizing the need to conduct effective negotiations.

In acknowledging the need to have an open and effective treaty process, the desire to provide accurate information to the public and to consult with third parties throughout the process, the Parties agree to provide greater access through:

- i) Access to the documents;
- ii) Consultation with advisory committees established by each of the Parties;
- iii) Public information; and
- iv) Access to Main Table Meetings.

as specifically provided for in this Protocol.

2. Access to Documents

- 2.1 The Parties agree that at a minimum, the following documents will be made available to the public, in their final form:

- i) Main Table Meeting Agendas;
- ii) Lists of Undertakings given by each Party at Main Table Meetings;
- iii) Periodic reports reviewing the progress of negotiations prepared by the Parties;
- iv) All reports filed with the British Columbia Treaty Commission;
- v) Statements defining interests tabled by a Party at a Main Table Meeting; and
- vi) Discussion papers tabled by a Party at a Main Table Meeting.

2.2 The Parties will also make available to the public Agreements which generally have been agreed to by the Parties and prior to initialling, including:

- i) Framework Agreement
- ii) Sub-agreements
- iii) Agreement-in-Principle
- iv) Final Agreement

2.3 The Parties agree that documents not outlined in clauses 2.1 and 2.2 will also be available to the public unless:

- i) the Party producing the document has identified the document as confidential; or
- ii) the Party producing the document considers that disclosure would prejudice the position or strategy of that Party; or
- iii) a document is not at a stage in the drafting process where it accurately reflects the intention and interests of the Party or Parties.

2.4 Nothing in clauses 2.1, 2.2 and 2.3 is intended to diminish the ability of a Party to consult with its advisory committees, with respect to documents the party has produced.

2.5 Production of documents to the public is governed by the provincial Freedom of Information and Protection of Privacy Act, and the federal Access to Information Act and Privacy Act.

3. Consultation

3.1 Each Party retains the right to consult with its respective advisory committees.

3.2 The Parties agree that to assist the advisory committees in providing advice on the items under negotiation:

- i) Each of the Parties will need to provide information to its advisory committees on the substance of issues being negotiated.

- ii) Each of the Parties may provide to its advisory committees, documents available to the public under clauses 2.1, 2.2 and 2.3; and
- iii) Each of the Parties may provide periodic briefings to advisory committees established by the other Parties.

4. Public Information

- 4.1 The Parties agree that public information activities will be planned and implemented by a Public Information Working Group, comprised of members of the Parties, including such other persons as the Parties may agree upon. The Working Group will, every four months, develop a draft implementation plan which will include the objectives and the public information activities for the next four months. This plan is subject to approval by the Main Table.
- 4.2 The Parties agree that public information activities will be undertaken in communities within the Gitanyow and surrounding territory using several approaches, which could include:
 - i) Public information forums: the events to be held may include events sponsored by others. Generally, they will involve the Chief Negotiators for the Parties or their designates in these negotiations. Other resource people may be invited.
 - ii) Open workshops: these events will focus on key issues. They will involve the Parties and will be open to the public to provide an opportunity for discussion.
 - iii) Radio, television and newspaper interviews and briefings: these interviews and briefings will focus on the substance and the progress of negotiations and will involve the Parties.
 - iv) Meetings with Third Parties and other community groups: these meetings will involve the three Chief Negotiators for the Parties or their designates. They will include groups such as the Chamber of Commerce, municipal governments, unions, business groups and other similar organizations and agencies.

- v) Open Houses: these events will provide the Parties with an opportunity to provide information and to meet with members of the public and to discuss issues under negotiation.
- vi) Public information materials: these materials will be produced and distributed to the Parties.

4.3 Nothing in this section is intended to prevent the Parties from participating in bilateral or independent public information activities.

5. Access to the Negotiation Table

5.1 The Parties agree that public access to Main Table negotiations will generally occur in those sessions devoted to a general exchange of information on issues, interests and policies or the discussion of matters of a procedural nature.

5.2 The Parties will determine whether other sessions are to be open to the public by considering whether attendance at the session by individuals other than the negotiating team members would:

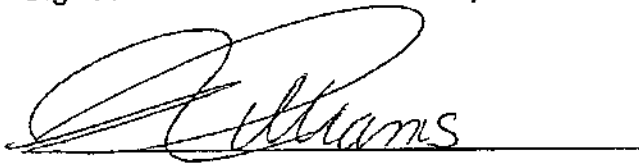
- i) increase the effectiveness of the session, or
- ii) interfere with the effectiveness of the process, or
- iii) reasonably be expected to prejudice the positions or strategies of the negotiating parties.

5.3 The access referred to in clauses 5.1 and 5.2 is to be achieved by opening these sessions to the general public, or representation from advisory committees, or broadcast by local television or radio or any combination of the above.

5.4 The Chief Negotiators will agree, three weeks prior to a negotiating session, where possible, whether that session will be open, either in whole or in part, in accordance with clauses 5.1 and 5.2.

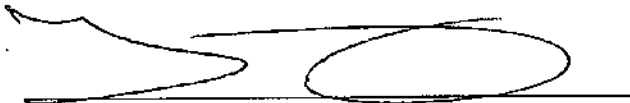
- 5.5 The Parties acknowledge that British Columbia will include as a member of the provincial negotiating team a representative of local government from the Treaty Advisory Committee (TAC). The role of the TAC representative will be subject to rules of information sharing as agreed to by the Parties.

Signed on Behalf of the Gitanyow:

A handwritten signature in dark ink, appearing to read 'Glen Williams', written over a horizontal line.

Glen Williams
Chief Negotiator

Signed on Behalf of Canada:

A handwritten signature in dark ink, appearing to be a stylized 'S' or 'M' followed by a large loop, written over a horizontal line.

Tom Molloy/Pauline L. LaMothe
Chief Negotiators

Signed on Behalf of British Columbia:

A handwritten signature in dark ink, appearing to read 'Sandy Fraser for Mark Stevenson', written over a horizontal line.

Mark Stevenson
Chief Negotiator

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GITANYOW TREATY NEGOTIATION STAGE 3 PROCEDURES AGREEMENT

THIS AGREEMENT is entered into by the Gitanyow, Canada, and British Columbia (collectively the "Parties")

WHEREAS the Parties wish to enter into a Stage 3 Procedures Agreement to meet the British Columbia Treaty Commission's (BCTC) requirements as set out in the Readiness Checklist B.3(a)

THEREFORE, the Parties agree as follows:

1. TYPES OF MEETINGS

Tripartite Meetings. The Parties will schedule formal tripartite meetings in advance ("Main Table"). The Parties will schedule Working Group and other meetings as required.

2. FREQUENCY OF MEETINGS

- The Main Table will meet as per an agreed upon schedule developed by the Main Table Working Group Committee.
- Working Groups and other meetings will meet as required and as agreed upon. These meetings could occur by telephone conference calls.

3. LOCATION OF MEETINGS (MAIN TABLE)

Main Table meetings will be held on Gitanyow land, unless otherwise agreed to by the Parties.

4. PHYSICAL REQUIREMENTS FOR MEETINGS (MAIN TABLE)

The Parties will attempt to meet the requirements which include such things as caucus rooms for each party, telephones for each party, photocopier, fax and access to outlets for each party to use computers.

5. NOTICE OF MEETINGS

- Main Table - Unless otherwise agreed to by the Parties at the end of a meeting, the meetings shall be held in accordance with the pre-determined schedule.
- Working Groups and other meetings shall be determined at the end of each meeting.

6. AGENDA FOR MEETING

- Main Table - The Working Group, (a committee comprised of a representative from each party) will develop and circulate a main table agenda at least three weeks prior to the next meeting. For sessions open to the public, the agenda will be publicized two weeks in advance of the meeting. The Parties will rotate the responsibility for the physical preparation and circulation of the agenda.
- Working Groups and other meetings - At the end of each meeting the Parties will agree who will prepare and circulate an agenda in advance of the next meeting.

7. RECORD KEEPING - MAIN TABLE AND WORKING GROUP

a) Record of Decisions

- Any decision will be recorded on the draft document under discussion.
- The Parties will take their own notes.
- At the end of each meeting, the Parties will review any undertakings and, if appropriate, prepare a brief (one page) draft meeting summary to be reviewed and approved by the Parties.

b) Audio/Video Recordings

- The Parties agree that as a general guideline, no audio or video recording of any meetings will take place, but this is open for discussion and agreement by the Parties.

8. CHAIRING OF MEETINGS

- The meetings will be chaired as agreed.

9. ATTENDANCE AT MEETINGS

- Main Table - Attendance at the Main Table meetings will be guided by the Openness Protocol agreed to between the Parties.
- Working Groups - Meetings are open to the negotiating teams and additional support upon agreement of the Parties.

10. COMMUNICATIONS

a) Openness

- The Parties will develop a protocol to ensure an open and effective treaty process.

b) Public Education

- The Parties will establish a tripartite working group on public information which will implement public information activities in accordance with the openness protocol.

c) Information - Sharing among the Parties in accordance with the BCTC readiness criteria

- The Parties have agreed to share information based on the information sharing principles.

d) Reporting to the BCTC

- The Parties will report to the BCTC as required by the BCTC.

11. DISPUTE RESOLUTION

- Alternative Dispute Resolution mechanisms will be used, when agreed to by the Parties, to assist in the resolution of disputes among the Parties.

12. OTHER

- a) **Urgent Issues** - The Parties will address urgent treaty related issues (that are not identified in the workplan) at the table. If it appears that the issue may detract from the main objectives, an ad hoc committee may be struck to deal with the issue and to report back to the Main Table with recommendations.
- b) **Orientation of Negotiating Teams** - The Parties will have orientation sessions on Gitanyow culture and each Parties' government structures and decision making processes and they will exchange information on these matters. The goal is to ensure that the interests of the parties are understood.
- c) **Consultation Processes of the Parties** - The Parties will share information about the mechanisms of their respective internal consultation processes and they will make allowances in any time frames to allow those consultations to occur.

Signed on behalf of the Gitanyow
this 10th day of May, 1995

Per: 

Chief Negotiator

Signed on behalf of Canada
this 1st day of May, 1995

Per: 

Chief Negotiators

Signed on behalf of British Columbia
this 9 day of May, 1995

Per: 

Chief Negotiator

PROTOCOL REGARDING THE OPENNESS OF THE GITXSAN TREATY PROCESS

1. Purposes

- 1.1 This *Protocol* shall apply to the Treaty Process between the Gitxsan and British Columbia and Canada (the "Parties") and is intended to allow public access throughout the Treaty Process while recognizing the need to conduct effective negotiations.

In acknowledging the need to have an open and effective treaty process, the desire to provide accurate information to the public and to consult with third parties throughout the process, the Parties agree to provide greater access through:

- i) Access to the documents;
- ii) Consultation with advisory committees established by each of the Parties;
- iii) Public information; and
- iv) Access to Main Table Meetings.

as specifically provided for in this Protocol.

2. Access to Documents

- 2.1 The Parties agree that at a minimum, the following documents will be made available to the public, in their final form:

- i) Main Table Meeting Agendas;
- ii) Lists of Undertakings given by each Party at Main Table Meetings;
- iii) Periodic reports reviewing the progress of negotiations prepared by the Parties;
- iv) All reports filed with the British Columbia Treaty Commission;
- v) Statements defining interests tabled by a Party at a Main Table Meeting; and
- vi) Discussion papers tabled by a Party at a Main Table Meeting.

- 3.1 Each Party retains the right to consult with its respective advisory committee.

Gitsan Openness Protocol

March 8, 1995

- 3 -

- 3.2 The Parties agree that to assist the advisory committees in providing advice on the Items under negotiation:
- i) Each of the Parties will need to provide information to its advisory committee on the substance of issues being negotiated.
 - ii) Each of the Parties may provide to its advisory committee, documents available to the public under 2.1, 2.2 and 2.3; and
 - iii) Each of the Parties may provide periodic briefings to advisory committees established by the other Parties.

4. Public Information

- 4.1 The Parties agree that public information activities will be planned and implemented by a Public Information Working Group comprised of members of the Parties, including such other persons as the Parties may agree upon. The Working Group will, every four months, develop a draft information plan which will include the objectives and the public information activities for the next four months. This plan is subject to approval by a Main Table Meeting.
- 4.2 The Parties agree that public information activities will be undertaken in communities within Gitsan territory using several approaches, which could include:

- i) *Public information forums:* the events to be held may include events sponsored by parties other than the Parties to this Protocol. Generally, they will involve the Chief Negotiators for the Parties or their designates. Other resource people may be invited.
- ii) *Open workshops:* these events will focus on key issues. They will involve the Parties and will be open to the public to provide an opportunity for discussion.

- 4 -

- iii) *Radio, television and newspaper interviews and briefings:* these interviews and briefings will focus on the substance and the progress of negotiations and will involve the Parties.
- iv) *Meetings with Third Parties and other community groups:* these meetings will involve the three Chief Negotiators for the Parties or their designates. They will include groups such as the Chamber of Commerce, municipal governments, unions, business groups and other similar organizations and agencies.
- v) *Open Houses:* these events will provide the Parties with an opportunity to provide information and to meet with members of the public and to discuss issues under negotiation.
- vi) *Public information materials:* these materials will be produced and distributed by the Parties.

4.3 Nothing in this section is intended to prevent the Parties from participating in bilateral or independent public information activities.

5. Access to the Negotiation Table

- 5.1 The Parties agree that public access to Main Table negotiations will generally occur in those sessions devoted to a general exchange of information on issues, interests and policies or the discussion of matters of a procedural nature

- 5.2 The Parties will determine whether other sessions are to be open to the public by considering whether attendance at the session by individuals other than the negotiating team members would:
- i) increase the effectiveness of the session, or
 - ii) interfere with the effectiveness of the process, or
 - iii) reasonably be expected to prejudice the positions or strategies of the negotiating parties.
- 5.3 The access referred to in clauses 5.1 and 5.2 is to be achieved by opening these sessions to the general public, or representation from advisory committees, or broadcast by local television or radio or any combination of the above, or including representation from the print media.
- 5.4 The Chief Negotiators will agree, three weeks prior to a negotiating session, where possible, whether that session will be open, either in whole or in part, in accordance with clauses 5.1 and 5.2.
- 5.5 The Parties agree that British Columbia will include as a member of the provincial negotiating team a representative of local government from the Treaty Advisory Committee (TAC). The role of the TAC representative will be subject to rules of information sharing as agreed to by the Parties.

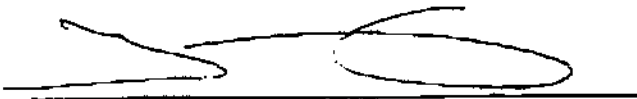
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Signed on Behalf of the Gitksan:



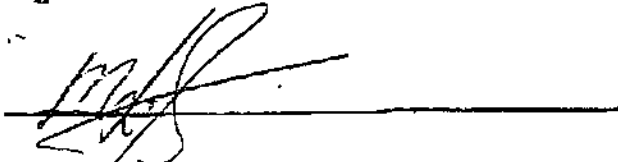
Don Ryan
Chief Negotiator

Signed on Behalf of Canada:



Tom Molloy
Chief Negotiator

Signed on Behalf of British Columbia:



Mark Stevenson
Chief Negotiator

GITXSAN STAGE IV PROCEDURES AGREEMENT

THIS AGREEMENT dated March 8, 1995 is entered into by the Gitksan, Canada, and British Columbia (collectively the "Parties")

WHEREAS the Parties wish to enter into a procedures agreement pursuant to Stage IV of the British Columbia Treaty Commission Process, Agreement-in-Principle negotiations.

THEREFORE, the Parties agree as follows:

1 TYPES OF MEETINGS

1.1 Main Table:

1.1.1 is the primary forum and decision-making body for tripartite negotiations;

1.1.2 is, subject to Section 7, attended by Chief Negotiators, negotiation teams, internal support and other support upon agreement of the Parties;

1.2 Side Tables:

1.2.1 will be established by the Main Table to address substantive issues or groups of issues and make recommendations to the Main Table;

1.2.2 will be attended by negotiating teams, internal support and other support upon agreement of the Parties.

1.3 Technical Working Groups:

1.3.1 will be established by the Main Table or a Side Table to conduct research, and analysis on specific issues, and develop options and make recommendations for the Main Table or a Side Table;

1.3.2 will be attended by negotiating teams, internal support and other support upon agreement of the Parties.

2 TIMING OF MEETINGS

2.1 Main Table:

2.1.1 will meet once every 4-6 weeks, as per a pre-determined 6 month schedule. Meetings can be held by teleconferencing. Cancellation of a meeting requires reasonable notice, in writing, in advance of the meeting;

2.1.2 will meet for a minimum of 2 days and a maximum of 5 days for each negotiation meeting unless otherwise agreed;

2.1.3 will arrange other meetings as agreed.

2.2 Side Tables:

2.2.1 will meet as directed by the Main Table and as often as required.

2.3 Technical Working Groups:

2.3.1 will meet as directed by the Main Table and as often as required.

3 LOCATION OF MAIN TABLE MEETINGS

3.1 Main Table meetings will be held at the Gitksan Treaty Office in Hazelton, unless otherwise agreed.

4 PREPARATION FOR MAIN TABLE MEETINGS

4.1 The Main Table Working Group will develop an agenda for each upcoming Main Table meeting.

4.2 Meetings open to the public will be held in accordance with agreed

upon guidelines.

- 4.3 The Parties will rotate the responsibility for the physical preparation, circulation and publication (if required) of the agenda.

5 CHAIRING MAIN TABLE MEETINGS

- 5.1 A Main Table meeting will be chaired as agreed.

6 RECORD KEEPING

- 6.1 At the end of Main Table meetings the Parties will jointly prepare a summary of the meeting.

7 OPENNESS

- 7.1 The Parties will follow the "Protocol Regarding the Openness of the Gitsan Treaty Process".

8 REPORTING TO THE BRITISH COLUMBIA TREATY COMMISSION (BCTC)

- 8.1 The Parties will provide the BCTC with the summaries of meetings, progress reports, and meet with the BCTC as required.

9 DISPUTE RESOLUTION

- 9.1 Alternative Dispute Resolution will be used when agreed.

10 URGENT ISSUES

- 10.1 The Parties will address urgent treaty related issues that are not identified in the workplan at the table. If it appears that the issue will detract from their main objectives, an ad hoc committee will be struck to deal with the issue and to report back to the Main Table with recommendations.

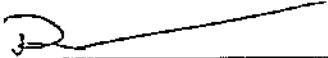
11 WORKPLAN FOR STAGE IV

- 11.1 The Parties will complete and follow a workplan for Agreement-in-Principle negotiations.

12 TECHNICAL INFORMATION SHARING

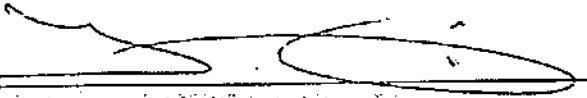
- 12.1 The Parties will agree to Principles for Technical Information Sharing and such principles will be attached as an Appendix to this Agreement.

Signed on Behalf of the
GITSAN BY:



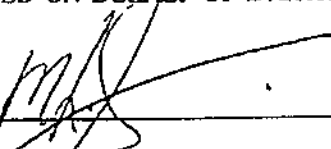
DON RYAN
CHIEF NEGOTIATOR

SIGNED ON BEHALF OF CANADA:



TOM MOLLOY,
CHIEF NEGOTIATOR

SIGNED ON BEHALF OF BRITISH COLUMBIA BY:



MARK STEVENSON,
CHIEF NEGOTIATOR

MEMORANDUM OF UNDERSTANDING

RESPECTING THE ESTABLISHMENT OF A WORKING RELATIONSHIP

BETWEEN:

THE ABORIGINAL WOMEN'S COUNCIL

AND

THE B.C. ASSOCIATION OF INDIAN FRIENDSHIP CENTRES SOCIETY

AND

THE NATIVE BROTHERHOOD OF B.C.

AND

THE UNITED NATIVE NATIONS SOCIETY

WHEREAS:

1. The Parties are provincial Aboriginal organizations which, under the mandate of their membership, address the needs and concerns of Aboriginal people living in British Columbia; and
2. The BCAIFC program delivery services are located off-reserve for Aboriginal people living in British Columbia and
3. The Parties have been authorized by a motion of their Board of Directors or a resolution of their Annual General Assembly to enter into this Memorandum of Understanding; and
4. The Parties are committed to advancing self-government within the context of Aboriginal peoples inherent right of self-determination; and
5. The Parties wish to address legislation, regulation and policy issues and work towards the negotiation of self-government agreements; and
6. The Parties are committed to fostering and promoting unity among Aboriginal organizations in British Columbia.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PURPOSE OF THE MEMORANDUM:

7. To establish and maintain a Presidents' Council to enable a unified working relationship between Aboriginal organizations.

OBJECTIVES OF THE PRESIDENT'S COUNCIL:

8. To promote and protect traditional and cultural principles of Aboriginal governance based on respect, honour, trust, wisdom and equality.
9. To examine concepts and develop strategies to facilitate Aboriginal self-government structures and the self-determination of Aboriginal peoples.
10. To provide leadership and advocacy in the advancement of Aboriginal and Treaty rights and the self-determination of Aboriginal peoples.
11. To consult and cooperate in all areas of self-government including: capacity building, protection of individual rights, culture, economic development, education, employment, environment, elder, youth, women, family, health, housing, justice, land issues, recreation, social services and taxation.
12. To promote the expertise of the parties and encourage all Aboriginal community groups to utilize the established program delivery services rather than duplicate.
13. To develop a process which will ensure the input of Elders.
14. To establish terms of reference for the inclusion and participation of other Aboriginal organizations or their interests and concerns.

PRINCIPLES FOR A WORKING RELATIONSHIP:

15. The relationship recognizes the autonomy of each of the Parties and will not derogate from existing local level activities and operations of any of the Parties.
15. Business will be conducted with respect, honour, trust and confidentiality.
17. Decisions will be by consensus and must be based on seventh generation planning.
18. Each of the Parties will be responsible for implementing this Memorandum of Understanding in an amenable manner which includes ensuring that their respective membership receives all pertinent information.
19. To continue the work of the Presidents' Council there must be not less than two (2) organizations represented at both the Presidents' Council and technicians meetings. These organizations will have the authority to make any changes to the workload and any other related aspects as necessary to continue the work.
20. The Elders of the Parties will participate in the resolution of any dispute that may arise.

TERM OF THE MEMORANDUM OF UNDERSTANDING:

21. This Memorandum of Understanding will come into effect on the date of signing and three (3) months prior to the end of the first anniversary date, the Parties will enter into dialogue to:
 - a) extend the term or
 - b) negotiate a revised Memorandum of Understanding or
 - c) terminate the Memorandum of Understanding.

GENERAL TERMS:

22. This Memorandum of Understanding may be amended from time to time with the written consent of the Parties.
23. Each Party will be responsible for their own costs associated with this Memorandum of Understanding.

This Memorandum of Understanding signed the ____ day of ____, 1994.

Jane Gottfriedson, President
THE ABORIGINAL WOMEN'S COUNCIL

}
}

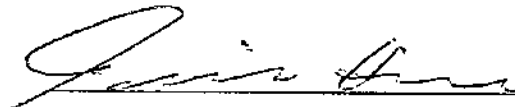


Wallace Samuel, President
THE B.C. ASSOCIATION OF
INDIAN FRIENDSHIP CENTRES

}
}
}

Cecil Hill, President
THE NATIVE BROTHERHOOD
OF B.C.

}
}
}



Dan Smith, President
THE UNITED NATIVE NATIONS

}
}



Memorandum of Understanding
between the
Province of British Columbia
and
the Union of British Columbia Municipalities

General Principles:

The Province recognizes that local government constitutes a unique and special government interest in the negotiation of modern day treaties.

The Province agrees that the comprehensive land claim negotiation and settlement process must be fair, open, principled and community based and the process must be democratic, efficient, inclusive and acceptable to all parties.

The Province and the UBCM agree that:

- a) The Province commits itself to ensuring that B.C. municipalities are represented in the process of negotiating treaties as respected advisors of provincial negotiating teams in a manner to be determined for negotiation of each claim. In terms of treaty negotiations under the Treaty Commission agreement, a process for local government representation shall be established during the "readiness" phase before framework agreement negotiations commence. UBCM agrees to assist the Province in developing these processes.
- b) The provincial government shall consult on any item that may affect a local government and seek its advice, including but not limited to:
 - any proposed changes to legislation that may directly or indirectly affect local government.
 - fiscal arrangements between the Province and local governments.
 - land selections in areas within or adjacent to municipalities.
 - the creation of new institutions of governance where local government interests are affected.
 - terms of settlement related to service production and delivery.
 - issues relating to the financing, construction and maintenance of municipal infrastructure.
 - issues related to land use planning, zoning, regulation, and standards and codes.
 - emergency services within local government service boundaries.
 - bylaw enforcement.

PROTOCOL
BETWEEN
THE PROVINCE OF BRITISH COLUMBIA
AND
THE UNION OF BC MUNICIPALITIES

FOR IMPLEMENTING THE
MEMORANDUM OF UNDERSTANDING
ON LOCAL GOVERNMENT PARTICIPATION IN
ABORIGINAL TREATY NEGOTIATIONS

1. INTRODUCTION

The Province of British Columbia and the Union of BC Municipalities (UBCM) signed a Memorandum of Understanding (MOU) (appended herein for reference) on 22 March, 1993 regarding local government participation in the negotiation of aboriginal treaties.

The MOU recognizes that local government constitutes a unique and special government interest in the negotiation of modern day treaties, and the province commits itself to ensuring that BC local governments (municipalities and regional districts) are represented in the negotiation process as respected advisors of provincial negotiating teams in a manner to be determined for negotiation of each claim.

This Protocol is meant to set out the general framework for the implementation of the MOU.

2. STRUCTURE

There are six stages of the treaty negotiation process set out in the Policies and Procedures of the BC Treaty Commission:

- Stage 1: Filing a Statement of Intent to Negotiate a Treaty
- Stage 2: Preparing for Negotiations and Assessing Readiness
- Stage 3: Negotiating a Framework Agreement
- Stage 4: Negotiating an Agreement in Principle
- Stage 5: Negotiating a Final Treaty
- Stage 6: Implementing the Treaty

As part of that third party consultation process MAA will participate and help organize Regional Consultation Meetings with Canada and local governments to provide information on the treaty process, status of the process and, with the assistance of UBCM, the role of local governments.

4. STAGE TWO: PREPARING FOR NEGOTIATIONS AND ASSESSING READINESS

a) TREATY COMMISSION

The Treaty Commission's *Policies and Procedures* sets out an extensive process for preparing for negotiations and assessing readiness, including the identification of issues to be negotiated, a time frame, a work plan, budgets and a formal commitment to negotiate from all parties.

From a local government perspective there are three key outcomes or tests for "readiness" in this stage of the treaty process: the identification of major issues for negotiation, the identification of all Local Government interests which may be affected and the implementation of mechanisms for consultation with non-aboriginal interests. These are the obligations of Canada and the Province.

In addition, readiness calls for all parties having their mandates to negotiate in place, a workplan developed for Stage 3, the dedication of resources and approval of budgets, a ratification procedure, a time frame, agreement on procedure, a workplan for public education and information and a process for resolving overlaps. The Treaty Commission assesses readiness.

b) SHARED OBJECTIVES

The MOU calls for a process for local government representation to be established during the readiness phase, before Framework Agreement negotiations commence. UBCM agrees to assist the Province in developing these processes.

UBCM and MAA share the objectives of identifying all relevant local government interests which may be affected and establishing a comprehensive process for consultation with local governments in each treaty area. Both parties wish to cooperate to ensure that these objectives are met in a timely, efficient and effective manner.

2 The TAC through the TAC Representative to the Regional Caucus will be responsible for identifying and determining what issues "directly affect Local Government" (as outlined in the MOU) and providing advice and recommendations through the Regional Caucus to the Provincial negotiators as to the Local Government interests in those issues.

3 Currently members of the Regional Caucus are comprised of line ministry and agency staff, officials and consultants with specific related experience and expertise which is relevant to the treaty negotiations. The TAC Representative on the Regional Caucus should be a staff person or an official with similar technical expertise to bring to the negotiations. The TAC Representative who participates on the Regional Caucus will be someone other than the Local Government Representative(s) on the Regional Third Party Advisory Committee.

4 The TAC Representative and the TAC will be subject to, any and all rules of confidentiality that may be agreed to by Canada, the Province, and the First Nation for the full duration of each set of negotiations and as agreed to in the March 22, 1993 Memorandum of Understanding between the Province of B.C. and the UBCM.

5. STAGE THREE: NEGOTIATION OF A FRAMEWORK AGREEMENT

a) TREATY COMMISSION

At the Framework Stage an agenda is negotiated which identifies what is to be negotiated, what issues are on the table and any special procedural arrangements are settled.

b) SHARED OBJECTIVES

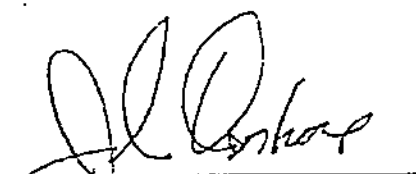
UBCM and MAA share the objective of ensuring that all identified local government interests have been carefully considered and taken into account in the Province's mandate development process and in negotiations. The role of local government in the negotiation process will have been settled prior to the conclusion of a Framework Agreement.

Wherever appropriate and possible, the Province will seek to establish a process whereby the Province, Canada and First Nations will sit at side tables to the main negotiation table, along with TAC representatives to discuss and resolve local government issues and concerns. "Side-table" means a negotiation process or working group, which is separate from but adjunctive to the "main table" negotiation process, and is designed to deal with a specific genre or sub-set of issues


Again, wherever possible, the TAC and provincial team will attempt to resolve local government issues with the First Nations and Canada at a side table.

d) MAA

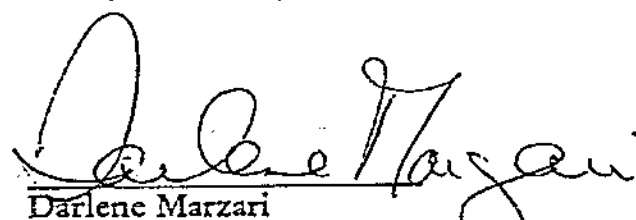
MAA will make every effort to ensure that local government interests have been adequately addressed in the negotiations leading to the Agreement in Principle.



John Cashore
Minister of Aboriginal Affairs



Mayor Bill Trehwella
President
Union Of British Columbia
Municipalities



Darlene Marzari
Minister of Municipal Affairs

SEPT. 19/94
Date

LHEIT-LIT'EN, CANADA, BRITISH COLUMBIA

PROTOCOL REGARDING

THE OPENNESS OF

THE LHEIT-LIT'EN TREATY PROCESS

THIS OPENNESS PROTOCOL dated May 15, 1995 is entered into by the Lheit-Lit'en Nation, Canada and British Columbia (the "Parties").

1.0 PURPOSES:

- 1.1 This Protocol shall apply to the treaty negotiations process among the Parties and is intended to provide public access throughout all stages of this process while recognizing the need to conduct effective negotiations.
- 1.2 In acknowledging the need to have an open and effective process, the desire to provide accurate information to the public and to consult with third parties throughout the process, the Parties agree to provide greater access through:
 - 1.2.1 Access to the Main Table;
 - 1.2.2 Access to documents;
 - 1.2.3 Consultation; and
 - 1.2.4 Public information,as specifically provided for in this Protocol.

2.0 ACCESS TO THE TREATY TABLE:

- 2.1 The Parties agree that public access to treaty negotiations will generally occur in Main Table meetings devoted to a general exchange of information or clarification of positions on issues, interests and policies, or the discussion of matters of a procedural nature.

- 2.2 In deciding whether the public will have access to a negotiation session, the Chief Negotiators will consider whether attendance at the session by individuals other than the negotiating team members would:
- 2.2.1 Increase the effectiveness of the session;
 - 2.2.2 Interfere with the effectiveness of the process;
 - 2.2.3 Reasonably be expected to prejudice the positions or strategies of the negotiating parties; or
 - 2.2.4 Harm the conduct of negotiations.
- 2.3 The access referred to in subsections 2.1 and 2.2 of this Protocol is to be achieved by opening these sessions to the general public, or representation from advisory committees, or broadcast by local television or radio or any combination of the above, or including representation from the print media.
- 2.4 Pursuant to subsections 2.1 and 2.2 of this Protocol, the Chief Negotiators will agree prior to a Main Table negotiation whether that session will be open, either in whole or in part. Where the Parties agree that a Main Table negotiation will be open, the Chief Negotiators will provide at least two weeks public notice.
- 2.5 The Parties acknowledge that British Columbia will include as a member of its negotiating team a representative of local government from the Treaty Advisory Committee (TAC).
- 2.6 The TAC and its members shall be subject to all rules of information sharing as set out in this Protocol. In addition, the TAC shall only:
- 2.6.1 Receive information, in accordance with subsection 3.3 of this Protocol, which is available only to the Parties and which directly affects local governments' interests; and
 - 2.6.2 Receive information not available for public distribution as described in subsection 2.6.1 if each member agrees on behalf of their local government that they:
 - 2.6.2.1 Will confine discussion of this information to "in camera" sessions of their local government; and
 - 2.6.2.2 Will not disclose this information to anyone else.
- 2.7 The provincial Chief Negotiator will establish terms of reference for the TAC, consistent with this Protocol, in a letter of agreement to TAC, with copies to the other Parties.

3.0 ACCESS TO DOCUMENTS:

3.1 The Parties agree that at a minimum the following documents will be made public in their final form on a timely basis:

3.1.1 Main Table meeting agendas;

3.1.2 Records of decisions and commitments given by each Party at a Main Table meeting;

3.1.3 Periodic reports reviewing the progress of negotiations prepared by the Parties;

3.1.4 Statements defining interests tabled by a Party at a Main Table meeting;

3.1.5 Discussion papers tabled by a Party at a Main Table meeting; and

3.1.6 All joint reports tabled with the British Columbia Treaty Commission.

3.2 The Parties will also make available to the public documents which have been substantially agreed to by the Parties and prior to initialling, including:

3.2.1 A Framework Agreement;

3.2.2 Sub-agreements;

3.2.3 An Agreement-In-Principle; and

3.2.4 A Final Agreement.

3.3 The Parties agree that other documents, including working or draft proposals, position papers and draft documents prior to agreement on their contents having been finalized by the Parties, will be made public unless:

3.3.1 The Party producing the document has identified the document as confidential;

3.3.2 The Party producing the document considers that disclosure would prejudice the position or strategy of that Party; or

3.3.3 A document is at a stage in the drafting process where it does not accurately reflect their intention or interests.

3.4 Release of documents to the public is governed by the provincial Freedom of Information and Protection of Privacy Act, and the federal Access to Information Act and Privacy Act.

4.0 CONSULTATION:

- 4.1 The Parties will share information with each other and with the general public concerning their respective consultation processes and will arrange negotiation timetables that allow consultation to occur.
- 4.2 The Parties will undertake joint consultation whenever it is mutually deemed advisable.
- 4.3 The Parties retain the right to consult with their respective advisory committees.
- 4.4 The Parties agree that, to assist the advisory committees in providing advice on the items under negotiation, each of the Parties:
 - 4.4.1 Will need to provide information to its advisory committee on the substance of issues being negotiated;
 - 4.4.2 May provide to its advisory committee, documents available to the public under subsections 3.1, 3.2 and 3.3; and
 - 4.4.3 May provide periodic briefings to advisory committees established by other Parties.

5.0 PUBLIC INFORMATION:

- 5.1 The Chief Negotiators for the Parties will be responsible for ensuring that an effective and ongoing public information process is established.
- 5.2 The Parties agree to establish a Public Information Working Group comprised of representatives of the respective parties and any other persons the Parties may agree upon. Every six (6) months, the Public Information Working Group will develop a draft information plan which will include objectives and activities for the next six (6) months. The draft plan is subject to approval by a Main Table meeting.
- 5.3 The Parties agree public information activities will be undertaken in communities within Lheit-Lit'en traditional territories using several approaches, which could include:
 - 5.3.1 Public Information Forums - The events to be held may include events sponsored by parties other than the Parties to this Protocol. Generally, they will involve the Chief Negotiators for the Parties or their designates. Other resource people may be invited;
 - 5.3.2 Open Workshops - These events will focus on key issues. They will involve the Parties and will be open to the public and provide an opportunity for discussion;

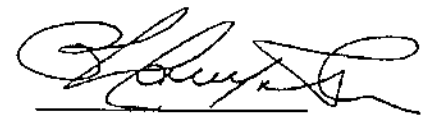
- 5.3.3 Radio, Television and Newspaper Interviews and Briefings - These interviews and briefings will focus on the substance and the progress of negotiations and will involve the Parties;
- 5.3.4 Meetings with Third Parties and other Community Groups - These meetings will involve the three Chief Negotiators for the Parties or their designates. They may include groups such as the Chamber of Commerce, municipal governments, unions, business groups and other similar organizations and agencies;
- 5.3.5 Open Houses - These events will provide the Parties with an opportunity to inform and to meet with members of the public and to discuss issues under negotiation; and
- 5.3.6 Dissemination of Public Information Materials - These materials will be produced and distributed by the Parties by means which may include libraries, resource centres and electronic bulletin boards.
- 5.4 Nothing in this Section is intended to prevent the Parties from participating in bilateral or independent public information activities. In the event such activities are planned, the Parties involved will ensure that the Public Information Working Group is given advance notice.

Agreed by each Party.

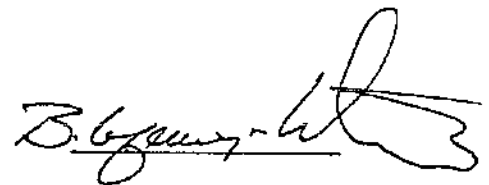
Lheit-Lit'en



Canada



British Columbia



PROTOCOL REGARDING THE OPENNESS OF THE GITXSAN TREATY PROCESS

1. Purposes

1.1 This *Protocol* shall govern the Treaty Negotiations Process between the Gitxsan, Canada and British Columbia (the "Parties") and is intended to ensure that the Negotiation Process will be conducted to provide public access throughout while recognizing the need to conduct effective negotiations. The public access to the Process will allow for:

- 1.1.1 Access to the documents;
- 1.1.2 Consultation with Advisory Committees established by each of the Parties;
- 1.1.3 Public information; and
- 1.1.4 Access to Main Table Meetings.

as specifically defined in this Protocol.

2. Access to Documents

2.1 The Parties agree that documents will be available to the public, provided that:

- (a) the Party producing the document has not identified the document as confidential; or
- (b) the Party producing the document does not consider that disclosure would prejudice the position or strategy of that Party; or
- (c) the Parties all agree that a document is at a stage in the drafting process where it accurately reflects the intention and interests of the Parties.

2.2 The Parties agree that, in accordance with 2.1, the following documents will be made public:

- 2.2.1 Main Table Meeting Agendas;
- 2.2.2 Lists of Undertakings given by each Party at Main Table Meetings;
- 2.2.3 Periodic reports reviewing the progress of negotiations prepared by the Parties;
- 2.2.4 All reports filed with the British Columbia Treaty Commission;
- 2.2.5 Statements defining interests tabled by a Party at a Main Table Meeting;

- 2.2.6 Discussion papers tabled by a Party at a Main Table Meeting; and
- 2.2.7 Agreements, which generally have been agreed to by the Parties and prior to initialling, including
 - 2.2.7.1 Framework Agreement
 - 2.2.7.2 Sub-agreements
 - 2.2.7.3 Agreement-in-Principle
 - 2.2.7.4 Final Agreement
- 2.3 In accordance with 2.1, the following documents would be available to the Parties only:
 - 2.3.1 Working draft proposals, position papers, and agreements prior to the documents being agreed to in general by the Parties;
 - 2.3.2 Draft documents, prior to the documents being agreed to in general by the Parties; and
 - 2.3.3 Correspondence and notes relating to negotiations.
- 2.4 The Parties recognize that a document may not readily fall into a category listed in 2.2 and 2.3, in such event, the Parties will consider in determining whether such a document will be available to the public, to review such documents based on the criteria set out in 2.1 and the nature of such document in relation to the documents list in 2.2 and 2.3.
- 2.5 Nothing in paragraph 2.3 is intended to diminish the ability of the Parties to consult with their respective caucuses.

3. Consultation

- 3.1 Each Party retains the right to consult with its Advisory Committees.
- 3.2 The Parties agree that to assist the Advisory Committees in providing advice on the items under negotiation:
 - i) Each of the Parties will need to provide information to its Advisory Committee on the substance of issues being negotiated and documents provided under 2.1, 2.2 and 2.4; and
 - ii) Each of the Parties may provide periodic briefings to Advisory Committees established by the other Parties.

4. Public Information

4.1 The Parties agree that public information activities will be planned and implemented by a Public Information Working Group comprised of members of the Parties, including such other persons as the Parties may agree upon. The Working Group will, every four months, develop a draft information plan which will include the objectives and the public information activities for the next four months. This plan is subject to approval by a Main Table Meeting.

4.2 The Parties agree that public information will be undertaken in communities within Gitksan territories using several approaches, which could include:

4.2.1 *Public information forums:* the events to be held may include events sponsored by parties other than the Parties to this Protocol. Generally, they will involve the Chief Negotiators for the Parties or their designates. Other resource people may be invited.

4.2.2 *Open workshops:* these events will focus on key issues. They will involve the Parties and will be open to the public to provide an opportunity for discussion.

4.2.3 *Radio, television and newspaper interviews and briefings:* these interviews and briefings will focus on the substance and the progress of negotiations and will involve the Parties.

4.2.4 *Meetings with Third Parties and other community groups:* these meetings will involve the three Chief Negotiators for the Parties or their designates. They will include groups such as the Chamber of Commerce, municipal governments, unions, business groups and other similar organizations and agencies.

4.2.5 *Open Houses:* these events will provide the Parties with an opportunity to provide information and to meet with members of the public and to discuss issues under negotiation.

4.2.6 *Public information materials:* these materials will be produced and distributed by the Parties.

- 4.3 Nothing in this section is construed to prevent the Parties from participating in bilateral or independent public information activities.

5. Access to the Negotiation Table

- 5.1 The Parties agree that public access to Main Table Meetings will generally occur in those sessions devoted to a general exchange of information on issues, interests and policies or the discussion of matters of a procedural nature. Such access is to be achieved by opening these sessions to the general public, or representation from Advisory Committees, or broadcast by local television or radio or any combination of the above.
- 5.2 The Parties agree that British Columbia will include as a member of the provincial negotiating team a representative of local government from the Treaty Advisory Committee (TAC). The role of the TAC representative will be subject to rules of information sharing as agreed to by the Parties, and as set out in Schedule A to this Protocol.

6. Review

The Parties agree that any Party, at the end of each stage of the Gitksan Treaty Negotiation Process, can give notice requiring a renegotiation of this Protocol.

SIGNED ON BEHALF OF THE
GITXSAN HEREDITARY CHIEFS:



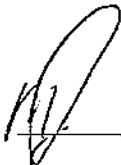
DON RYAN,
CHIEF NEGOTIATOR

SIGNED ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF CANADA:



TOM MOLLOY,
CHIEF NEGOTIATOR

SIGNED ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF BRITISH COLUMBIA BY:



MARK STEVENSON,
CHIEF NEGOTIATOR

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Schedule A

**AGREEMENT REGARDING RULES OF INFORMATION SHARING
FOR THE TREATY ADVISORY COMMITTEE REPRESENTATIVE TO THE
GITXSAN TREATY NEGOTIATIONS**

There will be one TAC Representative to the Gitxsan Treaty Negotiations who shall:

NEGOTIATIONS

1. Subject to availability, attend Main Table Meetings, once the Main Table has been declared "ready" to commence negotiations, by the British Columbia Treaty Commission.
2. Attend appropriate side table or working group meetings as directed by the Provincial Treaty Negotiator.

DOCUMENTS

3. Relay to the TAC as soon as possible all documents deemed by the Parties to be public. The decision on what constitutes a public document will be made by the Parties, in accordance with section 2 of the Protocol Regarding the Openness of the Gitxsan Treaty Process (the Protocol).
4. Refrain from sharing or distributing documents which are deemed to be available only to the Parties, in accordance with section 2 of the Protocol.

INFORMATION

5. Share with the TAC any information from sessions which the Parties have determined to be public in accordance with section 5.1 of the Protocol.
6. In accordance with section 8 of the Agreement, share with the TAC information which is available only to the Parties which directly affects Local Governments interests.
7. Except in accordance with this section and section 8 of this Agreement, refrain from sharing or disclosing information from discussions or documents deemed to be available only to the Parties, in accordance with section 2 of the Protocol. The Provincial Treaty Negotiator may issue instructions regarding the release of information related to documents described in section 2.2 of the Protocol. In issuing such instructions, he or she shall take into consideration any views expressed by the Parties at the Main Table.

8. The TAC representative shall only disclose information under sections 6 or 7 where instructed to do so by the Provincial Treaty Negotiator. When instructing the TAC Representative, the Provincial Treaty Negotiator shall take into consideration section (b) of the MOU between the Province of British Columbia and the UBCM. The TAC Representative will also comply with the following requirements:

- i) this information will not be shared with anyone except in accordance with subsection (ii); and

- ii) this information will only be provided to the TAC if the members agree on behalf of their Local Governments that they will confine discussion of this information to "in Camera" sessions of their Local Governments and not disclose the information to the public.

NEW RULES

9. The Parties can alter these rules and adopt new rules of information sharing for the TAC Representative at any time by agreement at the Main Table.

Gitxsan Treaty Negotiations
Three Party Agreement on Procedures for Stage 3
December 13, 1994

ISSUE	The Parties Agree . . .
<p>1. Types of Meetings</p> <p>a) Tripartite meetings</p>	<p>Schedule regular formal tripartite negotiations.</p> <p>Side Tables or technical meetings as required.</p>
<p>b) Bilateral meetings</p>	<p>Bi-lateral meetings are necessary.</p> <p>Uninvolved party to be informed if issues for discussion are significant.</p>
<p>2. Frequency of Meetings</p>	<p>The Main Table will meet once a month to end of January 1995 as per pre-determined schedule.</p> <p>The schedule to end of Stage 3 will be set out in January 1995.</p> <p>Other meetings to be held as required.</p>
<p>3. Location of Meetings (main table)</p>	<p>Meetings to be held at the Gitxsan Treaty Office in Hazelton.</p> <p>Meetings to be held in Vancouver/Victoria or elsewhere with agreement of all parties.</p>
<p>4. Physical Requirements</p>	<p>Caucus rooms will be made available for each of the visiting teams, with access to telephones, fax, photocopier, etc.</p>
<p>5. Notice of Meetings</p>	<p>The responsibility for calling the next meeting will be decided at the end of each meeting.</p> <p>The Parties will maintain the pre-determined schedule until end January 1995, at which time it will be reviewed..</p>

<p>6. Preparation for Meetings</p>	<p>An agenda will be developed by the technical working group for the up-coming main table sessions.</p> <p>For sessions open to the public, the agenda will be publicized at least two weeks in advance of the meeting.</p> <p>The responsibility for circulating the agenda, and publicizing (if required), will be rotated.</p>
<p>7. Record-Keeping</p> <p>a) Action Items</p>	<p>The Parties will keep their own individual notes.</p> <p>At the end of each meeting, the Parties will review the commitments and decisions reached and, if appropriate, prepare a short (1 page) draft meeting summary to be reviewed and approved by each party and the parties will rotate responsibility for keeping the Record of Meetings and circulate to all parties.</p>
<p>b) Audio or video recordings</p>	<p>Tripartite meetings may be taped, and if so the following conditions apply:</p> <ul style="list-style-type: none"> i) all statements are made "without prejudice" and will not be used for litigation purposes ii) a copy of the tapes are to be made for each of the parties, and no other duplicates are to be made iii) the Gitksan copy will be available for the Gitksan to listen to
<p>8. Chairing of Meetings</p>	<p>Ordinarily the parties will function without a formal chair.</p> <p>In the event a chair is required, it will be alternated among the parties.</p> <p>A neutral chair may be called upon in the event of a dispute.</p>

9. Attendance at Meetings	<p><u>Main Table</u></p> <p>Attendance at Main Table meetings will be guided by the Openness Protocol agreed to between the parties.</p> <p><u>Side Table</u></p> <p>Meetings open to negotiating teams and additional support by agreement of all parties.</p>
10. Communications	
a) Openness	<p>The parties have agreed to implement a protocol to guide openness of the treaty process.</p> <p>This protocol addresses public information, consultation, access to documents and access to negotiations.</p>
b) Public Information	<p>A tripartite public education working group has been established to develop and implement a public information plan for these negotiations.</p> <p>The Parties approved the Public Education Principles and Operating Guidelines paper on November 22, 1994.</p>
c) Information-sharing among the parties according to the BCTC readiness criteria	The parties have agreed to tripartite guidelines for information sharing.
d) Reporting to the BCTC	The parties will report as required.
11. Dispute Resolution	Use facilitation and mediation when necessary and as appropriate.

12. Other	
a) Handling Urgent Issues	The parties will address urgent Treaty-related issues (that are not identified in the workplan) at the table. If it appears that the issue will detract the parties from their main objectives, an ad hoc committee will be struck to deal with the issue and to report back to the main table with recommendations.
b) Suspension of Negotiations	If one of the parties deems that negotiations are to be suspended, notice - and the reason for the suspension - must be provided to the parties, and to the Treaty Commission, in writing. The Treaty Commission will then be asked to facilitate a resolution of the matter which lead to the suspension.
c) Orientation of Negotiating Teams	The parties will endeavour to exchange information of this nature on an informal basis at the request of any one of the parties.
d) Consultation Processes of the Parties	The parties agree to share information about their respective internal consultation processes and to allow time for such consultation to take place as required.

AGREED 13 Dec, 1994

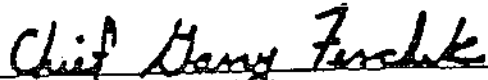
for the Gitksan [Signature]

for the Federal Government [Signature]

for the Provincial Government [Signature]

This Framework Agreement has been initialled by the Chief Negotiators for Sechelt, British Columbia, and Canada signifying their intention to recommend this Framework Agreement for approval in accordance with section 8.1.

Dated December 14, 1994 in the City of Victoria in the Province of British Columbia.



Chief Garry Feschuk
Chief Negotiator
Sechelt



Randy Brant
Chief Negotiator
British Columbia



Robin Dodson
Chief Negotiator
Canada

SECHELT FRAMEWORK AGREEMENT

This Agreement dated this ____ day of _____,

among

Sechelt Indian Band
(hereinafter referred to as Sechelt)

and

Her Majesty the Queen in Right of Canada
as represented by the Minister of Indian Affairs
and Northern Development
(hereinafter referred to as Canada)

and

Her Majesty the Queen in Right of British Columbia
as represented by the Minister of Aboriginal Affairs
(hereinafter referred to as British Columbia)



(hereinafter referred to collectively as the Parties)

WHEREAS:

The Sechelt Indian Band Self-Government Act, S.C. 1986, c-27, was proclaimed into force on October 9, 1986, establishing Sechelt as a self-governing band;

The Sechelt Indian Government District Enabling Act, S.B.C., c. 16, was proclaimed into force on July 23, 1987, recognizing the federally created Sechelt Indian Government District and clarifying the relationship between the Sechelt Indian Government District and British Columbia;

Sechelt presented A Practical Proposal for resolving the Indian land claim in British Columbia as it affects the Sechelt Indian Band to Canada and British Columbia on October 9, 1989;

  G.F.

Sechelt's Comprehensive Claim was accepted for negotiation by Canada on April 15, 1991 and by British Columbia on June 20, 1991;

Sechelt, Canada and British Columbia intend to negotiate within the six stage British Columbia Treaty Commission process and have met the requirements established by the British Columbia Treaty Commission to commence framework negotiations;

The Framework Stage provides the opportunity for all Parties to gain an understanding of the interests, issues and concerns each Party will bring to negotiations that will follow;

This Agreement is intended to establish the negotiation process; and

The understanding gained during the Framework Stage and the processes set out in this Agreement are intended to facilitate effective and efficient negotiation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

"Chief Negotiator" includes, if so authorized, a person designated by a Chief Negotiator to act in place of the Chief Negotiator.

2 PURPOSE

- 2.1 The purpose of this Agreement is to guide the conduct of negotiations among the Parties and is to set forth the substantive issues, process and timing to complete the Agreement-in-Principle Stage of the British Columbia Treaty Commission process.

3 SCHEDULING AND TIMING

- 3.1 Following the signing of this Agreement, the Parties will agree on the length of time that it should take to complete the Agreement-in-Principle Stage of the British Columbia Treaty Commission process.

4 PARTIES TO NEGOTIATIONS AND AGREEMENTS

- 4.1 The only parties to the Agreement-in-Principle will be Sechelt, 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 an Agreement-in-Principle. The list is not intended to be restrictive and may be added to by agreement in writing of the Chief Negotiators.

- Access
- Amendment procedures
- Certainty and finality
- Culture and heritage
- Dispute resolution
- Eligibility
- Environmental assessment, protection, management and review procedures
- Financial component of settlement
- Fish and wildlife harvesting and management
- Institutions, authorities, financing and taxation powers of Sechelt government
- Implementation
- Land use planning and land management
- Expansion of land base of Sechelt
- Criteria for future land acquisition as Sechelt lands within the meaning of the Sechelt Indian Band Self-Government Act, S.C. 1986, c-27
- Natural resources management and allocation
- Overlapping claims
- Parks and protected areas
- Ratification
- Relationship of the Sechelt government to provincial and federal government
- Resource revenue sharing
- Subsurface ownership
- Third party and public interests
- Water management

- 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.

- 5.3 The Parties agree that any substantive issue, or elements of a substantive issue, may require negotiation on a regional or provincial basis.
- 5.4 The Chief Negotiators may agree that any substantive issue, or elements of a substantive issue, may be more appropriately dealt with in a different manner or outside the treaty negotiation process.
- 5.5 The Parties acknowledge that the list of substantive issues may be modified as a result of each Party's consultation and mandate development processes.

6 NEGOTIATION PROCESS

- 6.1 Negotiations will be conducted at a main table to which each Party will send an appointed Chief Negotiator. The Chief Negotiators will be responsible for the conduct and coordination of the negotiations.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 The sub-agreements which have been initialled may, by agreement of the Chief Negotiators, be reconsidered and amended.
- 6.6 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.
- 6.7 The Chief Negotiators will recommend the draft Agreement-in-Principle to their respective principals for approval.

- 6.8 The Agreement-in-Principle will be concluded upon having been approved and signed by the Parties.
- 6.9 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.
- 6.10 Detailed procedures to guide the Parties during Agreement-in-Principle negotiations are outlined in "Procedures for Agreement-in-Principle Negotiations among Sechelt, Canada and British Columbia" attached as Appendix A. These procedures may be amended by agreement in writing of the Chief Negotiators.

7 OPENNESS OF NEGOTIATIONS


- 7.1 The Parties recognize the importance of sharing information on the negotiation process and, for this purpose, have agreed to follow the "Openness Protocol for Agreement-in-Principle negotiations among Sechelt, Canada and British Columbia" attached as Appendix B. This protocol may be amended by agreement in writing of the Chief Negotiators.

8 APPROVAL OF THIS AGREEMENT

- 8.1 Initiating of this Agreement by the Chief Negotiators signifies their intention to recommend this Agreement to the Parties for their approval.
- 8.2 Sechelt will approve this Agreement pursuant to section 9 of the Sechelt Indian Band Self-Government Act, S.C. 1986, c-27.
- 8.3 The Minister of Indian Affairs and Northern Development is authorized to ratify this Agreement on behalf of Canada, pursuant to section 4 of the Department of Indian Affairs and Northern Development Act, R.S.C. 1985, c.1-6.
- 8.4 The Minister of Aboriginal Affairs and the Executive Council of British Columbia have the authority to ratify this Agreement.

9 OVERLAPPING CLAIMS

- 9.1 Sechelt will attempt to resolve overlapping claims with other First Nations who have an overlap.



10 NEGOTIATION FUNDING

- 10.1 Each of the Parties will be responsible for funding its own participation in the negotiation process.

11 GOVERNMENT PROGRAMS

- 11.1 During the negotiation process Sechelt and members of the Sechelt Indian Band will continue to enjoy 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 and organizations, including Indian bands, in accordance with the policies in effect from time to time governing those programs and services.

12 INTERPRETATION

- 12.1 Nothing in this Agreement is to be interpreted as creating, recognizing or denying rights. These negotiations are without prejudice to the legal position taken by any of the Parties in court or otherwise.

13 LEGAL NATURE OF THE FINAL AGREEMENT

- 13.1 Subject to section 13.2, the Final Agreement will constitute a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982 (Canada).
- 13.2 The issue of whether Sechelt governance, including governance provisions referred to in section 5.1, will receive constitutional protection will be addressed prior to concluding an Agreement-in-Principle.

14 AMENDMENTS

- 14.1 Except where this Agreement permits amendment by the agreement of the Chief Negotiators, this Agreement may only be amended by agreement of the Parties in writing.

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APPENDIX "A"

PROCEDURES FOR AGREEMENT-IN-PRINCIPLE NEGOTIATIONS AMONG SECHELT, CANADA AND BRITISH COLUMBIA

1 TYPES OF MEETINGS

- 1.1 Tripartite Meetings - Decisions on the types of meetings (main table, side table, technical working groups, information sessions, brainstorming sessions) will be made during the course of the negotiations.
- 1.2 Bilateral Meetings - Information on bilateral meetings will be shared with the non-participating party on an informal basis.

2 LOCATION OF MEETINGS

- 2.1 Meetings will be held at different locations on a rotating basis (Sechelt, Vancouver, Victoria).

3 PHYSICAL REQUIREMENTS

- 3.1 The Chief Negotiators will agree on space and equipment requirements, and will assess proposed meeting locations accordingly.

4 MEETINGS

- 4.1 An agenda committee consisting of a member of the three negotiating teams, or their designates, will coordinate meetings and agendas.
- 4.2 Agendas will be developed jointly and circulated in advance of the meeting by the host Party to provide sufficient time for each Party to prepare.
- 4.3 Consideration will be given to workshops as a method of sharing and accumulating information before a negotiating session.



G.F.

5 RECORD KEEPING

5.1 Written Records - The negotiating teams will keep their own individual notes.

5.2 Audio or Video Recordings - There will be no recording or video taping of proceedings unless agreed to by the Chief Negotiators. (Any recordings or video taping of sessions will be for historical records and purposes only and have no status as records of agreement.)

5.3 Records of Decision - At the close of each session, the Chief Negotiators will agree upon and release a written record of decisions and commitments, including the date, time and location of the next main table meeting and any other information that may be deemed relevant.

6 CHAIRING OF MEETINGS

6.1 Meetings will be chaired by the host Party. (The chair may participate in the discussions.)

7 ATTENDANCE AT MEETINGS

7.1 Attendance at either open or closed meetings will be pursuant to Appendix "B" Openness Protocol for Agreement-in-Principle Negotiations Among Sechelt, Canada and British Columbia. Closed meetings will be restricted to the negotiating teams.

8 COMMUNICATIONS

8.1 Communications with the media or the public will be pursuant to Appendix "B" Openness Protocol for Agreement-in-Principle Negotiations Among Sechelt, Canada and British Columbia.

9.0 BRITISH COLUMBIA TREATY COMMISSION

9.1 The Parties will wait for direction from the British Columbia Treaty Commission on how it prefers the Parties to report on the progress of negotiations.

- 9.2 In the event that the Parties reach an impasse in the negotiations, the British Columbia Treaty Commission will be invited to provide advice and assistance in dispute resolution. Any participation in a dispute resolution process must be with the consent of the Parties.

10 MISCELLANEOUS

- 10.1 The Chief Negotiators will develop criteria to address urgent issues on an as needed basis.
- 10.2 The Chief Negotiators will establish processes, as required, for the orientation for the negotiation teams.
- 10.3 Federal and provincial negotiators will conduct joint and separate consultations with third parties whenever the governments consider it desirable. When doing so, the negotiators will notify Sechelt.

11 DRAFTING CONVENTIONS

- 11.1 The drafting of Sub-Agreements will be governed by the following conventions:
- 11.2 Titles, Headers, Footers and Qualifiers:
- 11.2.1 *Cover page of each Sub-Agreement*
(Includes Preamble, General Sub-Agreement and Appendices)
The following title should appear:
(i) "DRAFT SUB-AGREEMENT # () -- (Title of Sub-Agreement)"
(ii) "CONFIDENTIAL" - to be added where a Chief Negotiator decides to designate a document confidential.
- 11.2.2 *Each page of each Sub-Agreement*
(Includes Preamble, General Sub-Agreement and Appendices)
The following headers should appear:
(i) "DRAFT...FOR DISCUSSION PURPOSES ONLY"
(ii) "WITHOUT PREJUDICE"
(iii) "CONFIDENTIAL" - to be added where a Chief Negotiator decides to designate a document confidential.

The following footers should appear:

- (iii) "Page ()"
- (iv) "(Month) (Day), 199()"
- (v) "(File Name)"

11.2.3 Last page of each Sub-Agreement
(Includes Preamble, General Sub-Agreement and Appendices)

The following footer should appear:

- (i) "Agreed, subject to errors and omissions,
and subject to ratification by each Party.

Sechelt Initialled by ()

Canada Initialled by ()

British Columbia Initialled by ()

Date (Month) (day), 199()

11.3 Drafting the Sub-Agreement:

11.3.1 The Parties will use WordPerfect 5.2 (or higher) as its specified word processing software for all Sub-Agreements.

11.3.2 Sub-Agreements, sections and subsections will be numbered as (0), (0.0) and (0.0.0) respectively.

11.3.3 The Chief Negotiators will agree on which Party maintains the master draft of each Sub-agreement.

11.4 Editing the Sub-Agreement:

11.4.1 Use 'bold' type for text proposed by Canada.

11.4.2 Use 'italic' type for text proposed by Sechelt.

11.4.3 Use 'bold italic' type for text proposed by British Columbia.

11.4.4 Show suggested additions to all text by means of (round brackets).

11.4.5 Show suggested deletions to all text by means of ~~strikeout~~.

11.4.6 Show comments to all text by means of [square brackets]

- 11.4.7 Where the Parties agree to text for a particular Sub-Agreement, section or subsections, the Party designated to maintain the master draft of the Sub-Agreements will use 'standard' type to consolidate the text agreed-upon by the Parties, and may delete the bold, *italic*, ~~bold italic~~, ~~strikeout~~, underline, [square brackets] and (round brackets) types.
- 11.4.8 Where there are no observations, suggestions or explanations, the Parties will not interpret lack of comments, etc., as indicating agreement with the draft text.

APPENDIX "B"

OPENNESS PROTOCOL FOR AGREEMENT-IN-PRINCIPLE NEGOTIATIONS AMONG SECHELT, CANADA AND BRITISH COLUMBIA

1 PURPOSE

- 1.1 The purpose of this Protocol is to guide the Parties on the openness of the treaty process during Agreement-in-Principle negotiations.

2 PRINCIPLES

- 2.1 Openness of the treaty negotiation process will lead toward a better public understanding and awareness of the interests considered by Sechelt, Canada and British Columbia in the negotiation of a treaty.
- 2.2 Openness will provide opportunities for local communities and the general public to be informed as the negotiation of the treaty proceeds.
- 2.3 Openness is intended to increase public confidence in the process and facilitate support for the approval and implementation of agreements.

3 LOCAL CONSULTATION

- 3.1 The Sunshine Coast Local Advisory Committee (LAC) has been established to provide advice to Canada and British Columbia throughout the treaty negotiation process on treaty negotiation issues and options related to third party interests within or adjacent to the Sechelt traditional territory.
- 3.2 Canada and British Columbia will, on a timely basis, provide the LAC with detailed information and briefings on matters related to the negotiations, including how their advice was taken into account.

4 PUBLIC INFORMATION

- 4.1 Representatives of the Parties will hold regular tripartite public information meetings in the various local communities in or adjacent to the Sechelt traditional territory to update the public and respond to questions. Notices of these meetings will be issued at least two weeks prior to the meeting to local electronic and print media.

- 4.2 The Parties will establish a public information working group composed of members of the three negotiating teams to plan, and to the extent possible, implement public information activities, which may include information sessions, workshops, media interviews and briefings, meetings with third parties and community groups, open houses, distribution of printed materials, and any other initiatives considered appropriate by the Parties.
- 4.3 The Parties may establish a resource centre at a convenient public location within the Sechelt traditional territory where the public would be able to view, study and make copies of public documents.
- 4.4 Electronic media will be provided the opportunity to broadcast all open main table negotiation sessions.
- 4.5 After each main table negotiation session, the Chief Negotiators will hold a media briefing and release a written record of decisions and commitments and an attendance list.

5 ACCESS TO DOCUMENTS

- 5.1 In this section, documents mean any document that is exchanged by a Party with one or both of the other Parties as part of the negotiation process. Documents include correspondence, discussion papers, reports, maps and records of decisions and commitments.
- 5.2 The Chief Negotiator for a Party exchanging a document will decide whether the document is to be made public or is to be held confidential. If the Chief Negotiator decides the document is to be held confidential, the Chief Negotiator will consider whether a time limit can be set on holding the document confidential.
- 5.3 Where two or more of the Parties jointly produce a document, the decision to make the document public will be made by consensus among the Chief Negotiators of the Parties producing the document. If these Chief Negotiators decide the document is to be held confidential, they will consider whether a time limit can be set on holding the document confidential. The document will not be made public if consensus is not reached.
- 5.4 In deciding whether a document should be made public, a Chief Negotiator will consider whether:
- 5.4.1 making the document public would disclose information which was provided in confidence to any one of the Parties;

- 5.4.2 making the document public would reasonably be expected to prejudice the positions or negotiating strategies of any of the Parties; and
- 5.4.3 the stage of development of a document does not accurately reflect the intention and interests of the Party producing the document.
- 5.5 The Parties will mark a document as confidential, or otherwise express in writing, their intention not to release the document to the public.
- 5.6 The initialled Agreement-in-Principle will be made available to treaty advisory committees and the general public.
- 6 OBSERVERS AT NEGOTIATION SESSIONS
- 6.1 While the Parties agree that treaty negotiation sessions should be as open as possible, they also recognize that negotiation sessions, at times, may need to be closed to observers.
- 6.2 The Chief Negotiators will agree, at least two weeks prior to each negotiation session where possible, as to whether it will be open or closed, in whole or in part, to observers: - Where there is no agreement among the Chief Negotiators, the next negotiation session will be deferred and the Chief Negotiators will seek the advice and assistance of the British Columbia Treaty Commission to reach agreement.
- 6.3 In deciding whether a negotiation session will be closed or open to observers, the Chief Negotiators will consider whether the presence of observers would inhibit the full and frank exploration of interests and issues of a sensitive nature or result in the disclosure of information which could reasonably be expected to be harmful to the conduct of the negotiations.
- 6.4 As seating may be limited in some locations for open negotiation sessions, observer seating will be available as follows:
- 6.4.1 6 seats by invitation of Sechelt;
- 6.4.2 6 seats by invitation of Canada and British Columbia collectively; and
- 6.4.3 the balance of seating open to the public.
- 6.5 The Chief Negotiators may provide observers with opportunities to make comments, and to ask questions of representatives of the Parties.

- 6.6 During open negotiation sessions, the Chief Negotiator of the Party hosting that session will be responsible for ensuring there is an environment that is conducive to effective negotiations.

7 TAC REPRESENTATION

- 7.1 The Parties agree that British Columbia will include as a member of the provincial negotiating team a representative of local government from the Sunshine Coast Treaty Advisory Committee (TAC). The TAC representative will, at all times, be subject to any and all rules of confidentiality that may be agreed to by Canada, British Columbia and Sechelt for the full duration of the negotiations, and that have been agreed to in the March 22, 1993 Memorandum of Understanding and the September 19, 1994 Protocol between the Province of British Columbia and the Union of British Columbia Municipalities.

8 INFORMATION AND PRIVACY

- 8.1 This Protocol is subject to the application of federal and provincial access to information and privacy legislation. If a Chief Negotiator for Canada or British Columbia is aware of a written request for information relating to the negotiations submitted to their respective government, notice of the request will be given to the other Parties.

**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 Gitksan and provincial land and resource strategic planning processes and initiatives within Gitksan 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 Gitksan 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 Gitksan have expressed an objective of achieving direct control over Gitksan 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 Gitksan 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 Gitx̱san to facilitate an agreement between the Gitx̱san 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 Gitx̱san to develop a Gitx̱san education plan.

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

Justice: establishment of a Tribal Police Force.

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

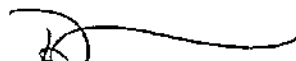
11. FUNDING

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

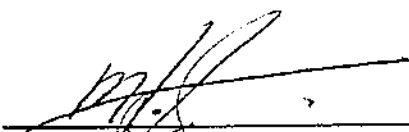
12. GOVERNMENT-TO-GOVERNMENT REVIEW

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