

FRAMEWORK FOR NEGOTIATIONS TO IMPLEMENT AN INHERENT
RIGHT OF SELF-GOVERNMENT

BETWEEN

THE TREATY 8 FIRST NATIONS OF ALBERTA

AND

THE GOVERNMENT OF
CANADA

May 28, 2003

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Preamble:

WHEREAS the *Constitution Act, 1982* recognizes and affirms the existing Aboriginal and Treaty Rights of the Aboriginal Peoples of Canada, and

WHEREAS the Government of Canada recognizes the inherent right of self-government as an existing Aboriginal right under Section 35 of the *Constitution Act, 1982*, and

WHEREAS the Government of Canada and Treaty 8 First Nations of Alberta wish to focus on negotiating the implementation of an inherent right of self-government through a variety of mechanisms including treaty, legislation, contract and non-binding memoranda of understanding, and

WHEREAS Canada and the Treaty 8 First Nations of Alberta wish to establish governance institutions, processes and capacities to develop healthy, vibrant communities, viable economies and a strong and healthy people, through the implementation of a self-government agreement and the establishment of a new government to government relationship with Canada that is consistent with and builds on the existing treaty relationship ; and

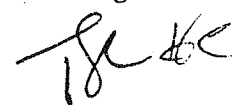
WHEREAS the Government of Canada and the Treaty 8 First Nations of Alberta wish to work in partnership to build upon the relationship that was established by the conclusion of Treaty No. 8 in 1899, which was ratified by Order in Council by the Government of Canada;

Therefore, the Parties hereby set out the following Framework as follows.

1. DEFINITIONS

In this Framework Agreement:

- 1.1 "Agreement-in-Principle" means the agreement approved and signed by all of the Parties that forms the basis for negotiating a Final Agreement.



- 1.2 "Alberta" means Her Majesty the Queen in Right of the Province of Alberta.
- 1.3 "Authority" includes the ability to establish Treaty 8 institutions and the authority to deliver and administer programs and services.
- 1.4 "Canada" means Her Majesty, the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development, and all of the federal government's departments, Crown Corporations, Agencies and Boards.
- 1.5 "Chief Negotiator" means the person appointed by each of the Parties to the Treaty 8 First Nations of Alberta Process to negotiate this agreement or any other agreement mutually agreed to by the parties.
- 1.6 "Final Agreement" means an agreement between the Parties, based on the Agreement-in-Principle.
- 1.7 "Joint Committee" means the joint committee constituted by the Minister of Indian Affairs and Northern Development and the Grand Chief of Treaty 8 First Nations of Alberta to oversee and direct the processes arising from this process.
- 1.8 "Joint Senior Officials Committee" means the seniors officials committee constituted by this agreement composed of the Associate Deputy Minister of Indian Affairs; the Assistant Deputy Minister of Claims and Indian Government; the Alberta Regional Director General and the three Chiefs selected by the Executive Board of Treaty 8 First Nations of Alberta to assist and support the work of the Joint Committee and invite the appropriate federal officials.
- 1.9 "Jurisdiction" means the areas of law making power.
- 1.10 "Powers" means the ability to make laws.
- 1.11 "Provincial Government" means the Province of Saskatchewan or the Province of British Columbia.

1.12 "Territorial Government" means the Government of Nunavut or the Government of the Northwest Territories.

1.13 "Treaty 8 First Nations" means and includes the following individual First Nations:

Athabasca Chipewyan First Nation, Beaver First Nation, Bigstone Cree Nation, Chipewyan Prairie First Nation, Dene Tha' First Nation, Driftpile First Nation, Duncan's First Nation, Fort McKay First Nation, Fort McMurray First Nation, Horse Lake First Nation, Kapawe'no First Nation, Little Red River Cree Nation, Loon River Cree First Nation, Mikisew Cree First Nation, Sawridge First Nation, Smith's Landing First Nation, Sturgeon Lake Cree Nation, Sucker Creek First Nation, Swan River First Nation, Tallcree First Nation, Whitefish Lake First Nation and Woodland Cree First Nation.

1.14 "Treaty 8 First Nations of Alberta" means the organization representing the participating First Nations of Treaty 8 in Alberta.

1.15 "Treaty 8 Lands" means Indian lands set apart by Her Majesty the Queen for the use and benefit of a Treaty 8 First Nation pursuant to Treaty No. 8 or section 91(24) including lands defined by the Indian Act.

1.16 "Treaty No. 8" refers to Treaty 8, first negotiated and concluded on the shores of the Lesser Slave Lake in 1899 and to all of the subsequent adhesions to Treaty No. 8.

2.0 PURPOSE

2.1 The purpose of this Framework Agreement is to:

- a) establish a process to negotiate a new governance relationship that is consistent with and builds on the existing treaty relationship by negotiating self-government arrangements including, but not limited to, such matters as fiscal relations, jurisdictions, powers and authorities exercisable by Treaty 8 First Nations over Treaty 8 lands and intergovernmental relations, including

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the creation and resourcing of institutions related to the governance requirements of Treaty 8 First Nations of Alberta; and,

- b) work towards a Governance Agreement-in-Principle and Final Agreement in order to:
- i) define governance structures that will allow for the legitimate, accountable, transparent, culturally appropriate and flexible exercise of governance by First Nations;
 - ii) develop a new fiscal relationship and appropriate funding mechanisms in support of First Nations governance;
 - iii) identify principles of intergovernmental relations that will allow for the evolution of harmonious government-to-government relations;
 - iv) set out in an Agreement-in-Principle, principles and procedures for the exercise of First Nation jurisdiction and authority; and
 - v) facilitate a transition in the exercise of jurisdiction and authority under the present system of governance to one of governance by First Nations, which focuses on capacity building in the negotiations and implementation of a new government to government relationship.

3.0 PARTIES

- 3.1 The Treaty 8 First Nations of Alberta and the Government of Canada will be parties to these negotiations.
- 3.2 The parties agree that as a practical matter the consent of the Province of Alberta will be required and agree that the Province of Alberta shall be invited to be a party to the Agreement-in-Principle and the Final Agreement.
- 3.3 Subject to the participation of Alberta or the appropriate provincial or territorial governments, the parties shall discuss any matters relating to any

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jurisdiction or authority which may be exercisable by Treaty 8 First Nations off of Treaty 8 lands.

3.4 Where Alberta or the appropriate provincial or territorial government declines to participate in negotiations contemplated by this agreement the Parties shall review and redefine the scope of matters for negotiation.

4. SCOPE OF NEGOTIATIONS

4.1 The Parties will discuss mechanisms to implement an inherent right of self-government including treaty, legislation, contract and non-binding memoranda of understanding.

5. SUBSTANTIVE ISSUES FOR NEGOTIATION

5.1 Subject to 3.2 and consistent with Section 2 and Section 4, the following is a list of subject matters that the Parties agree to negotiate relating to the powers, jurisdiction and authorities on Treaty 8 First Nations lands to be included during Agreement-in-Principle negotiations. This list is not exhaustive and may be amended by the Parties in writing.

5.1.1 Governance, including

- (i) political, legislative, executive, judicial, administrative and other institutions of First Nation governance;
- (ii) intergovernmental relations;
- (iii) Democratic, Civil, Legal and Human rights of First Nation Citizens

5.1.2 Lands, Waters, Environment, Resources and Resource Management

5.1.3 Fiscal Arrangements

5.1.4 First Nations Language, Heritage, Traditions, Culture and Institutions.

5.1.5 Health

5.1.6 Education

5.1.7 Social and Family Law matters

5.1.8 Justice including administration, enforcement and adjudication of the Laws of Treaty 8 First Nations; and

5.1.9 Licensing, regulation and operation of businesses.

5.1.10 General Provisions, including:

- (i) ratification;
- (ii) amendment procedures;
- (iii) dispute resolution;
- (iv) application of the *Canadian Charter of Rights and Freedoms*;
- (v) relationship of laws; and
- (vi) international legal obligations.

5.1.11 Implementation, including:

- (i) principles for the development and content of an implementation plan, including timing and arrangements for monitoring the implementation of the Final Agreement;
- (ii) review and continuity;
- (iii) data and information sharing;
- (iv) the parties' roles and responsibilities including timing of activities;
- (v) legislative options for implementation;
- (vi) transition from the *Indian Act*; and
- (vii) harmonization

5.1.12 Capacity Building requirements to facilitate the implementation of self-government for Treaty 8 First Nations of Alberta.

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- 5.2 The parties are prepared to engage in discussions in relation to economic matters incidental to each of the subject matters identified in section 5.
- 5.3 The inclusion of a substantive issue in section 5 does not commit any of the Parties to conclude an agreement on that issue, or any component of that issue.
- 5.4 The Parties agree to employ an incremental approach wherein specific subject matters as identified by the Parties as priorities can be negotiated, resolved and implemented except in respect of those matters which may receive constitutional protection.

6. PRACTICAL ARRANGEMENTS

- 6.1 Pursuant to Section 5.1 and consistent with the purpose of this agreement, the Parties agree that while concurrently negotiating the subject matters set out in Section 5, this process will address the following practical arrangements, including any other matters agreed to by the Parties:

6.1.2 Phase One

- i) Phase one of the process will:
- determine the governance structures;
 - develop fiscal relationships and appropriate funding mechanisms;
 - identify principles of intergovernmental relations;
 - identify institutional requirements for the governance structures;
 - develop a capacity-building plan to support future implementation of the agreement; and
 - facilitate linkages to program planning and delivery
- ii) The first areas to be examined for phase one will be health, lands and resources and discussions of economic matters incidental to each of the subject matters identified in section 5.

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6.1.3. Phase Two

Phase two of the process will examine the means, instruments, principles and procedures for the exercise of First Nations jurisdiction and authority and development of a transition plan to facilitate the transition of jurisdiction and authority under the present system of governance to one of governance by Treaty 8 First Nations which focuses on implementation of new government to government relations.

6.1.4 Phase Three

Phase three of the process is to finalize the Agreement-in-Principle and Final Agreements and obtain ratification from Treaty 8 First Nation membership and Canada and, where required Alberta and other Provincial/Territorial governments.

6.1.5 The parties may revisit the sequencing of activities based on the progress made during negotiations.

7. MANDATES

7.1 The Parties have appointed members to their teams for the purposes of planning, negotiating and drafting agreements for referral to their respective principals.

7.2 The Parties recognize that their negotiators will seek or affirm internal policy direction or mandates from time to time, if necessary, as negotiations progress.

7.3 The parties agree to develop and implement a plan for an appropriate process of consultation with all Treaty 8 First Nation communities and Tribal or Regional Councils and other Treaty 8 First Nations entities affected or impacted upon by the Treaty 8 First Nations of Alberta self-government process.

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7.4 The parties agree to develop and implement a plan for an appropriate process of consultation with all Treaty 8 First Nation citizens in particular youth, women and elders whether residing on or off reserve(s) and First Nation communities who will be impacted upon by any of the agreements contemplated by or arising from the Treaty 8 First Nations of Alberta self-government process.

7.5 The Treaty 8 First Nations of Alberta and Canada agree that respectful and meaningful involvement of the members of the Treaty 8 First Nations of Alberta at all stages in the negotiations is of paramount importance for a successful outcome to these negotiations and the ensuing agreements.

8. PROCESSES

8.1 The parties agree to each appoint Chief Negotiators to represent them respectively in the Treaty 8 First Nations of Alberta self-government negotiations.

8.2 The parties agree to establish a joint committee for the Treaty 8 First Nations of Alberta self-government negotiations constituted by the Grand Chief of Treaty 8 First Nations of Alberta and the Minister of Indian Affairs and Northern Development.

8.3 The parties agree that where an issue is jointly referred to the joint committee by the Chief Negotiators, the joint committee may provide direction and guidance as required to the Treaty 8 First Nations of Alberta self-government negotiations.

8.4 The parties agree to establish a joint senior officials committee for the Treaty 8 First Nations of Alberta self-government negotiations consisting of the Associate Deputy Minister of Indian Affairs and Northern Development, and their relevant Assistant Deputy Ministers, the Alberta Regional Director General and three chiefs selected by Treaty 8 First Nations of Alberta Executive Board.

- 8.5 The parties agree that the joint senior officials committee shall be responsible for providing support to the joint committee.
- 8.6 The parties agree that where Alberta or a Provincial or Territorial Government agrees to participate in discussions contemplated by this agreement that they shall be invited to participate on the Joint Committees.
- 8.7 Canada agrees to coordinate the participation of other federal departments as required.
- 8.8 The Parties agree that any Treaty related discussions will inform the activities contemplated in this agreement.
- 8.9 Negotiations are to be held regularly, with draft documents to be tabled for review as far in advance of each session as is practical.
- 8.10 The Parties will jointly develop a schedule for negotiations which will identify target dates for reaching agreement on issues arising from this Agreement.
- 8.11 Chief Negotiators will be responsible for the conduct and coordination of negotiations.
- 8.12 Negotiations will be conducted in the presence of the Chief Negotiators. The Chief Negotiators are jointly responsible for:
- a) managing the negotiation process, including the development of plans and setting priorities;
 - b) negotiating and recommending for approval an Agreement-in-Principle, Final Agreement and associate financial agreements;
 - c) implementing detailed procedures, consistent with the Framework Agreement to guide the Parties during the Agreement-in-Principle, Final Agreement and financial negotiations;
 - d) establishing working groups, side tables and other processes as agreed; and

- e) establishing protocols, understandings or agreements for conducting negotiations, including drafting, editing and sharing documents and engaging in public consultations.
- 8.13 The Parties will record an agreement negotiated on a substantive issue in a Chapter of the Agreement-in-Principle.
- 8.14 The Parties will signify their approval of the Agreement-in-Principle by signing it.
- 8.15 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.
- 8.16 The Parties agree to initiate discussion on work plans and related funding arrangements. Funding will be tied to agreed upon products, outputs, and time frames.

9. AMENDMENTS

- 9.1 Except where otherwise specifically provided herein, this Framework Agreement may only be amended by agreement of the Parties in writing.

10. APPROVAL OF THE FRAMEWORK AGREEMENT

- 10.1 The Chief Negotiators, by initialing this Framework Agreement, will signify their intention to recommend it to the Parties for their approval.
- 10.2 The Parties will approve this Framework Agreement by signing it.
- 10.3 The Grand Chief of the Treaty 8 First Nations of Alberta will be authorized to sign this Framework Agreement on behalf of the Treaty 8 First Nations of Alberta.
- 10.4 The Minister of Indian Affairs and Northern Development will be authorized to sign this Framework Agreement on behalf of Canada.

11. SUSPENSION OF NEGOTIATIONS

- 11.1 Any Party may suspend the negotiations contemplated by this Framework Agreement. Should any of the Parties decide to suspend, the Party suspending will provide written confirmation, which also sets out the reasons for suspension and the date the suspension is to commence, to the other Parties.
- 11.2 If a Party suspends negotiations under this section, the Chief Negotiators and their advisors are committed to attending a minimum of one meeting to explore the possibilities of resolving the issue or issues leading to the suspension in negotiations.

12. COMMUNICATIONS

- 12.1 The parties agree to implement in a joint manner any joint communication and consultation plans, strategies and activities to inform, and educate the public and third parties about the negotiations and on significant progress made at the negotiation tables.

13. INTERPRETATION

- 13.1 This Framework Agreement is not legally binding, and does not define, create, recognize, affirm, deny or amend any of the rights of the Parties.
- 13.2 This Framework Agreement, or any Agreement-in-Principle which may flow from it, is not intended to be a treaty or to constitute a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act 1982*.
- 13.3 The parties agree that the Treaty 8 First Nations of Alberta self-government process shall not be construed so as to abrogate or derogate from any Aboriginal, Treaty, or other rights and freedoms that pertain to Treaty 8 First Nations, or, their respective citizens, except as may result from any agreement arising from this process;
- 13.4 The parties agree this process shall be without prejudice to individual Treaty

8 initiatives or existing programs and services flowing to Treaty 8 First Nations and/or Tribal or Regional Councils except as may result from any agreement arising from this process.

13.5 It is the intention of the Parties to make the Final Agreement legally binding on the Parties.

13.6 The negotiations and all related documents, except for the Final Agreement that is in effect, are without prejudice to the positions of the Parties in any proceedings before a court or other forum and shall not be construed as admission of fact or liability.


13.7 The Parties agree that this process and negotiations shall be without prejudice to the Parties' respective legal views as to the existence, scope or content of an inherent right of self-government.

14. TIME LINES

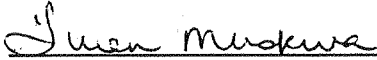
14.1 The Parties will aim to conclude an Agreement-in-Principle Agreement within Four (4) years of the signing of the Framework Agreement.

The Parties have executed this Framework Agreement the ____ day of _____, 2003.

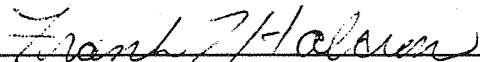
Signed on Behalf of the Treaty 8 First Nations of Alberta



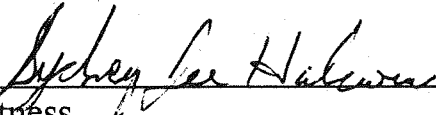
Grand Chief Archie Cyprien
Treaty 8 First Nations of Alberta



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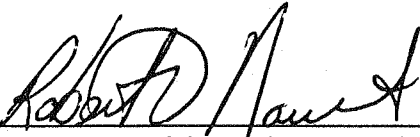


Grand Chief Frank Halcrow
Treaty 8 First Nations of Alberta



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Signed on behalf of Her Majesty The Queen
in Right of Canada



The Honourable Robert Nault
Minister of Indian Affairs and
Northern Development



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