

**AKAITCHO TERRITORY DENE FIRST NATIONS
FRAMEWORK AGREEMENT**

among

THE AKAITCHO TERRITORY DENE FIRST NATIONS
"AKAITCHO DFN"
as represented by
NWT TREATY #8 TRIBAL CORPORATION

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
"CANADA"
as represented by
THE MINISTER OF INDIAN AFFAIRS AND NORTHERN
DEVELOPMENT

and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES
("THE GNWT")
as represented by
THE MINISTER RESPONSIBLE FOR ABORIGINAL AFFAIRS

WHEREAS Akaitcho Territory Dene First Nations (Akaitcho DFN) consist of the Yellowknives (Dettah and Ndilo), Deninu Kue, and Lutsel K'e Dene First Nations;

WHEREAS Akaitcho DFN assert that Akaitcho territory shown on the map (Appendix "A") refers to the traditional and current land use of the Akaitcho DFN which sustains their society, economy, distinct way of life and distinct culture;

WHEREAS since the Royal Proclamation of 1763, the Crown has recognized the importance of negotiating with Aboriginal Peoples respecting their rights to lands and resources;

WHEREAS the Crown entered into Treaty #8 with the ancestors of the Akaitcho DFN at Deninu Kue in 1900;

WHEREAS the ancestors of the Akaitcho DFN entered into Treaty #8 with the understanding that it was for as long as the sun shines, the rivers flow and the grass grows;

WHEREAS Section 35(1) of the Constitution Act, 1982 states that “the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada are hereby recognized and affirmed”;

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;

WHEREAS Canada has an evolving relationship with the Akaitcho DFN;

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 In this framework agreement,

“**Akaitcho agreement-in-principle**”(AIP) means the collection of provisions to be initialed by the chief negotiators as set out in 8.1 and accepted and signed by the parties' principals as set out in 8.2;

“**Akaitcho agreement**” means the agreement to be signed and approved by the parties at the end of the process as set out in section 6;

“**Akaitcho territory**” means the traditional and current land use as asserted by the Akaitcho DFN and as shown on the map attached as Appendix “A”;

“**chief negotiator**” means the person designated by each party to negotiate the Akaitcho agreement on their behalf;

“**parties**” means the parties to this framework agreement who are the Akaitcho DFN, Canada, and the GNWT.

2. PURPOSE OF THE AKAITCHO FRAMEWORK AGREEMENT

2.1 The purpose of this agreement is to guide the negotiation of the Akaitcho AIP by:

- (a) setting out an approach to and process for negotiations;
- (b) identifying the subject matters for negotiation; and
- (c) establishing an agenda and timetable for negotiations.

2.2 The schedule and process for negotiating the Akaitcho agreement will be set out in the Akaitcho AIP.

3. OBJECTIVE OF NEGOTIATIONS

3.1 The objective of negotiations is to complete the Akaitcho agreement. The Akaitcho agreement will contain:

(a) Governance arrangements that:

- (i) enable the Akaitcho DFN to govern their affairs;
- (ii) describe the nature, character and extent of Akaitcho DFN government; and
- (iii) describe the relationship between public government and Akaitcho DFN government.

(b) Land and resource provisions that:

- (i) provide for clarity of rights respecting land and resources;
- (ii) enhance the capacity of the Akaitcho DFN to participate fully in all aspects of the northern economy; and
- (iii) provide for the use, management and conservation of land, water and other resources, including wildlife and their habitat.

4. SUBJECT MATTERS FOR NEGOTIATION

4.1 (a) Subject matters for negotiation may include but are not limited to:

1. Economic measures;
2. Financial payments;

3. Financial transfer arrangements;
4. Resource revenue sharing (including royalties);
5. Lands and waters;
6. Hunting, fishing, trapping and gathering;
7. Renewable and non-renewable resources;
8. Boundary and potential overlap issues of Akaitcho territory;
9. Parks and Protected areas;
10. Treaty and Aboriginal rights;
11. Certainty;
12. Eligibility and enrolment;
13. Governance;
14. Management of monies;
15. Jurisdiction;
16. Administration of justice;
17. Administration and enforcement of Akaitcho DFN laws;
18. Policing;
19. Adoption and child welfare;
20. Education;
21. Health;
22. Housing;
23. Local transportation;
24. Public works (infrastructure);
25. Agriculture;

26. Taxation;
27. Akaitcho Dene Cultural Materials;
28. Heritage resources;
29. Marriage;
30. Akaitcho DFN languages, cultures and religion;
31. Dispute resolution;
32. Ratification;
33. Constitutional protection;
34. Review and amendment of agreement;
35. Implementation;

(b) Any party may raise for discussion any subject matter in addition to the matters listed in (a).

4.2 This agreement constitutes a commitment by all parties to negotiate in good faith on the subject matters in section 4.1 with the intention of reaching an agreement;

4.3 The question of which subject matters require constitutional protection and which subject matters are not to be constitutionally protected will be addressed prior to conclusion of the Akaitcho agreement.

5. SCHEDULE TO COMPLETE THE AKAITCHO AGREEMENT-IN-PRINCIPLE

5.1 The parties propose to complete the Akaitcho AIP no later than 36 months after approval of this framework agreement by the parties.

6. NEGOTIATION PROCESS

6.1 The parties agree on a negotiating process involving an open exchange of ideas, frank discussion of interests that underlie positions and the joint analysis of problems; and

- 6.2** The land and resources provisions and governance arrangements of the AIP will be negotiated simultaneously;
- 6.3** The chief negotiators may name a person to chair a meeting of the main table as set out in 6.8 or a working group as set out in 6.9;
- 6.4** Each party will have an opportunity to state their interests for each subject matter in 4.1 prior to the session at which that matter will be discussed and to bring new information to the session.
- 6.5** (a) A summary record will be prepared by each party and circulated to each of the other parties involved in the negotiation session;
- (b) Should any concern arise from the summary, any party may raise it at the main table.
- 6.6** The parties commit to the one text rolling draft process.
- 6.7** Unless otherwise agreed to by the chief negotiators, the negotiating sessions will take place in Akaitcho DFN communities.

Main Table

- 6.8** (a) the main table consists of the negotiating teams of each of the parties.
- (b) The main table has overall responsibility for directing and carrying on the negotiations to conclude the Akaitcho agreement-in-principle and the Akaitcho agreement.
- (c) The main table:
- (i) will set agendas, time frames, schedules and priorities; and
- (ii) may establish working groups and drafting groups and define their mandates or instructions.
- (d) Main table sessions in an Akaitcho community may be conducted in Dogrib, Chipewyan and English.

Working Groups

- 6.9** (a) Working groups may be established by the chief negotiators to accomplish specific tasks. Upon completion of its task, the working group will be dissolved.

(b) Working groups will report to the main table.

Drafting Groups

6.10 (a) When a subject matter has been thoroughly discussed and there is a clear understanding at the main table of an approach, a drafting group may be instructed to prepare a draft.

(b) Each party will be responsible for designating its membership on a drafting group. Only the designated members of the drafting group may participate in drafting.

(c) A drafting group will report to the main table.

Bilateral discussions and Consultations

6.11 The parties recognize and respect the bi-lateral relationship created between the Akaitcho Dene First Nations and the Crown by way of negotiating and concluding Treaty #8 in 1900 at Deninu Kue. As treaty issues are identified during the negotiations of the subjects listed in section 4.1, the parties recognize that Canada and the Akaitcho Dene First Nations will discuss the treaty rights bi-laterally. The GNWT will have observer status at all bi-lateral discussions between the Akaitcho Dene First Nations and Canada.

6.12 Through negotiations of the subject matters identified in section 4.1, leading to the Akaitcho AIP and the Akaitcho agreement:

(a) the respective relationships of the parties will be clarified;

(b) the jurisdictions of the parties will be clarified; and

(c) a plan for the implementation of the Akaitcho agreement will be developed.

6.13 The parties may consult bilaterally and the party not consulted shall be informed of any substantive matters arising from the bilateral consultation relevant to these negotiations.

Cost of Facilities

6.14 Expenses for session facilities including interpretation and translation services will be shared by the parties on a basis to be agreed upon.

7. MANDATES

- 7.1 The parties agree that they will provide their respective chief negotiators the appropriate authorization and mandate to negotiate the Akaitcho AIP. Without limiting this generality, the parties will provide such authorization and mandate necessary to resolve all procedural and substantive issues identified in this agreement.

8. APPROVAL PROCESS

Main Table Approval of Akaitcho agreement-in-principle

- 8.1 (a) The chief negotiators shall initial each part of the rolling draft to signify that negotiations with respect to a subject matter are substantially complete,
- (b) The parts may be reconsidered and amended and, if amendments are agreed to by the chief negotiators, the process in (a) will apply to the amended parts of the rolling draft.
- (c) Except for amendments which are minor or technical, the initialing of provisions shall be done at a meeting of the main table.
- (d) When the process in (a) is complete, the chief negotiators will initial the Akaitcho AIP and submit it to their principals.

Approval of Akaitcho agreement-in-principle

- 8.2 (a) After all the parts have been initialed, the parties may review the draft AIP package and instruct their negotiators to amend any part of the AIP.
- (b) When the process in (a) is complete, the chief negotiators will initial the Akaitcho AIP and submit it to their principals.
- (c) The Akaitcho AIP will be approved when it has been accepted and signed by the parties

Approval of the Akaitcho agreement

- 8.3 (a) The parties will work towards completion of the Akaitcho agreement after the Akaitcho AIP has been approved.
- (b) The Akaitcho agreement will be approved once it has been accepted by the parties in the manner set out in the Akaitcho agreement.

9. PUBLIC INFORMATION

9.1 Information regarding the general status, aims, objectives and progress of the negotiations may be provided to the general public, as follows:

(a) the parties may jointly attend or host meetings for information sharing from time to time;

(b) the parties may carry out additional information-sharing initiatives as each sees fit; and

(c) the parties may, from time to time, issue joint statements on the progress of negotiations.

9.2 Notwithstanding the desire to keep the public and Akaitcho DFN members informed, the parties agree that details of positions and documents exchanged or developed by the parties during negotiations will be confidential unless the parties agree otherwise or as required by law.

10. FUNDING THE AKAITCHO DFN FOR NEGOTIATIONS

10.1 (a) Canada shall provide funding to the Akaitcho DFN for the negotiation of the Akaitcho AIP and the Akaitcho agreement according to Canada's funding policies_relevant to these negotiations and subject to funding levels approved by Parliament for those purposes.

(b) Before the Akaitcho agreement is concluded, an Implementation Plan shall be developed by the parties, that may provide funding for certain identified activities after the signing of the Akaitcho agreement and before the effective date.

11. INTERPRETATION

11.1 Nothing in this framework agreement is to be interpreted as creating, recognizing or denying rights or obligations on the part of any of the parties.

11.2 All negotiations pursuant to this framework agreement and all related documents, except for the Akaitcho agreement once it has been brought into 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 admissions of fact or liability.

11.3 This framework agreement is not legally binding and is without prejudice to the legal positions of the parties.

12. AMENDMENT

12.1 This agreement may be amended with the written consent of the parties.

13. AUTHORIZATION FOR EXECUTION

13.1 The parties will make best efforts to execute the framework agreement within three (3) to six (6) months after it is initialed by the chief negotiators.

13.2 This framework agreement shall be signed by the Chief and Council of each DFN after obtaining approval of their membership as evidenced by a Band Council Resolution.

13.3 This framework agreement shall be signed by the Minister Responsible for Aboriginal Affairs after obtaining approval by Executive Council.

13.4 This framework agreement shall be signed by the Minister of Indian Affairs and Northern Development after obtaining approval by federal Cabinet.

Signed at Deninu K'ue, Northwest Territories, this 25th day of July, 2000.

For Yellowknives' Dene First Nation

Chief Richard Edjericon, Dettah
Yellowknives DFN

Witness

Chief Peter Liske, Ndilo
Yellowknives DFN

Witness

For Deninu K'ue Dene First Nation

Chief Don Balsillie
Deninu K'ue DFN

Witness

For Lutsel K'e Dene First Nation

Chief Felix Lockhart
Lutsel K'e DFN

For Canada

Witness

The Hon. Robert Nault
Minister
Indian Affairs and Northern Development

For GNWT

Witness

The Hon. Jim Antoine
Minister
Aboriginal Affairs

Witness