

THE ACHO DENE KOE FIRST NATION FRAMEWORK AGREEMENT

among

THE ACHO DENE KOE FIRST NATION
as represented by the Acho Dene Koe First Nation Chief

and

THE GOVERNMENT OF CANADA
as represented by the Minister of Indian Affairs and Northern Development
("Canada")

and

THE GNWT
as represented by the Minister of Aboriginal Affairs and Intergovernmental
Relations
("the GNWT")

WHEREAS Acho Dene Koe First Nation, for the purposes of these negotiations, includes descendants of the Dene, as set out in the Acho Dene Koe Band membership list, and Métis who used and occupied the Acho Dene Koe First Nation asserted area shown on the map attached as Appendix "A", before July 21, 1922;

WHEREAS the Acho Dene Koe First Nation asserts that it has traditionally used and occupied lands in the Northwest Territories, Yukon and British Columbia from time immemorial as outlined in the map attached as Appendix A;

WHEREAS the existing aboriginal and treaty rights of the aboriginal peoples of Canada are recognized and affirmed by section 35 of the *Constitution Act, 1982*;

WHEREAS the Government of Canada recognizes the inherent right of self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982*;

WHEREAS the ancestors of the Acho Dene Koe First Nation and the Crown entered into Treaty 11 on July 22, 1922;

WHEREAS the Acho Dene Koe First Nation, Canada and the GNWT intend to negotiate a comprehensive land claims agreement to define and provide clarity to certain asserted land, resources and governance rights of the Acho Dene Koe First Nation within the Northwest Territories;

WHEREAS negotiations pursuant to the Framework Agreement are not intended to be a re-negotiation of Treaty 11;

WHEREAS the BC Treaty Commission has accepted the Acho Dene Koe First Nation Statement of Intent as of August, 2001;

WHEREAS the Parties intend to conduct their negotiations so as to respect the integrity of the Mackenzie Valley Resource Management Act and to conclude a Phase I Final Agreement without the creation of new regulatory and management regimes;

WHEREAS the Acho Dene Koe First Nation, Canada and the GNWT, agree to negotiate on a government to government basis within the framework of the Constitution of Canada;

WHEREAS an Acho Dene Koe First Nation Phase I Final Agreement is in the interest of all Canadians; and

WHEREAS the Parties intend to conduct their negotiations in accordance with this Framework Agreement;

NOW THEREFORE, the Parties agree as follows:

1 DEFINITIONS

1.1 In this Framework Agreement,

"Chief Negotiator" means the person designated by each Party as the Chief Negotiator.

"Certainty" is the objective achieved by the clarification of rights, title, roles, responsibilities, and jurisdictions as agreed to by the Parties and as set out in the Phase I Final Agreement.

"Acho Dene Koe First Nation Phase I Final Agreement" means the land, resources and governance provisions negotiated by the Parties as set out in 4.1.1.

"Acho Dene Koe First Nation Phase II Final Agreement" means the land, resources and governance provisions negotiated by the Parties as set out in 4.1.2.

"Agreement in Principle" means the document initialled by the Chief Negotiators in 6.1 and approved by the Parties in 6.2.

“Dehcho Process” refers to the regional land, resource and governance negotiations and discussions between Canada, the Dehcho First Nations and the GNWT in relation to the Framework Agreement and Interim Measures Agreement signed by these parties on May 23, 2001 .

"Parties" means the Acho Dene Koe First Nation, Canada and the GNWT.

“Settlement Area” means the area within the Northwest Territories as described in the Phase I Final Agreement;

“Settlement Lands” means Acho Dene Koe First Nation Lands within the Settlement Area outside municipal boundaries as set out in the Phase I Final Agreement.

2 ROLES OF THE PARTIES

2.1 Prior to commencing negotiations on any subject matter, the Parties will make a presentation of their interests.

2.2 The Parties acknowledge that the roles of Canada and the GNWT will vary depending on the nature of the subject matter and area of jurisdiction or authority being discussed.

3 OBJECTIVE OF NEGOTIATIONS AND TIMETABLES

3.1 The objective of negotiations is to complete an Acho Dene Koe First Nation Phase I Final Agreement and subsequently an Acho Dene Koe First Nation Phase II Final Agreement.

3.2 In Phase I Agreement in Principle negotiations, the Parties will negotiate land quantum, financial payments, public community government, governance of a municipal nature within municipal boundaries, governance over settlement lands outside municipal boundaries, and other matters as set out in 4.1.1.

3.3 At any time, 10 years after the effective date of the Phase I Final Agreement and at the request of any of the Parties, the Parties may start Phase II negotiations as set out in 4.1.2.

3.4 Notwithstanding 3.3, the Parties may agree to begin Phase II negotiations at an earlier date.

3.5 The Parties acknowledge that the subject matters for negotiation in Phase II should be negotiated in the context of a regional approach. Prior to commencing Phase II negotiations, the Parties agree to review each subject matter listed in light of circumstances at that time.

3.6 Where the Parties agree, any subject matter listed in 4.1.1 may be moved to 4.1.2 negotiations.

3.7 If the Parties agree that they are unable to negotiate a regional self-government agreement as outlined in 3.5, the Parties agree that a community-based Acho Dene Koe First Nation Phase II Final Agreement which may be negotiated with the Acho Koe Dene First Nation will be comparable with the nature and scope of jurisdictions set out in other community-based self-government agreements concluded in the Northwest Territories.

4 SUBJECT MATTERS FOR NEGOTIATION

4.1 The Parties intend to address the following listed subject matters in these negotiations. The lists are not intended to be restrictive. Subject to the agreement of the Parties, any Party may raise a broad range of topics for negotiation under each subject or may raise for discussion any subject matter not listed. Some subject matters appear in both the Phase I and Phase II lists. The degree to which a subject matter appearing in both lists may be addressed, will be determined by the Parties in the negotiations.

Matters for Negotiation in Phase I

4.1.1

- 1) Settlement area, land selection and tenure of Settlement Lands;
- 2) Use, management and administration of Settlement Lands;
- 3) Use, management and administration of municipal land;
- 4) Protection of third party interests;
- 5) Municipal works;
- 6) Relationship between a Dehcho Regional Land Use Plan and the Acho Dene Koe First Nation Settlement Lands and Settlement Area;
- 7) Application of the *Mackenzie Valley Resource Management Act*;
- 8) Financial payments;
- 9) Resource revenues, including resource royalties;
- 10) Acho Dene Koe First Nation citizenship and eligibility;
- 11) Constitution of Acho Dene Koe First Nation government;
- 12) Models of governance;
- 13) Legal status and capacity of Acho Dene Koe First Nation government;

- 14) Acho Dene Koe First Nation government liability and accountability;
- 15) Governance, including law making authority;
- 16) Intergovernmental relationships;
- 17) Inter-jurisdictional Relations;
- 18) Consultation Protocol;
- 19) Application, enforcement and adjudication of Acho Dene Koe First Nation laws, including relationship with Territorial and Federal laws;
- 20) Fiscal arrangements for governance including own-source revenues;
- 21) Taxation;
- 22) Economic Measures;
- 23) Dene/Métis loan re-payment;
- 24) Access;
- 25) Expropriation;
- 26) National Parks;
- 27) Trees and other Plants;
- 28) Wildlife harvesting and management;
- 29) Fisheries harvesting and management;
- 30) Gathering of Plants outside settlement lands;
- 31) Heritage Resources;
- 32) Acho Dene Koe First Nation language and culture;
- 33) Protected areas;
- 34) Water;
- 35) Overlaps and rights of other Aboriginal people;
- 36) General provisions;
- 37) Dispute resolution;
- 38) Review and amendment process;
- 39) Ratification;
- 40) Implementation and transitional arrangements;
- 41) Clarification of rights (certainty in relation to s.35 rights), including Charter application;
- 42) Constitutional protection for elements of the Phase I Final Agreement;

and

- 43) Setting out parameters for Phase II Negotiations.

Matters for Negotiation in Phase 2

4.1.2

- 1) Models of governance;
- 2) Legal status and capacity of Acho Dene Koe First Nation government;
- 3) Governance, including law making authority;
- 4) Acho Dene Koe First Nation government liability and accountability;
- 5) Application, enforcement and adjudication of Acho Dene Koe First Nation laws, including relationship with Territorial and Federal laws;
- 6) Intergovernmental relationships;
- 7) Inter-jurisdictional Relations;
- 8) Fiscal arrangements for governance including own-source revenues;
- 9) Taxation;
- 10) Economic Measures;
- 11) Natural resources management, including land use planning;
- 12) Environmental matters;
- 13) Trees and other Plants;
- 14) Wildlife harvesting and management;
- 15) Fisheries harvesting and management;
- 16) Gathering of Plants outside settlement lands;
- 17) Protected areas;
- 18) Water;
- 19) Heritage Resources;
- 20) Acho Dene Koe First Nation language and culture;
- 21) Education and training;
- 22) Child and Family Services;

- 23) Guardianship;
- 24) Adoption;
- 25) Solemnization of marriage;
- 26) Wills and estates;
- 27) Trusteeship;
- 28) Health;
- 29) Income Support;
- 30) Social Housing;
- 31) Gaming;
- 32) Liquor; and
- 33) Implementation and transitional arrangements.

4.2 This framework agreement does not constitute a commitment by any Party to reach agreement on all or any of the subject matters in 4.1, nor to agree to all or any provisions proposed in relation thereto.

4.3 Canada and the GNWT will offer and the Acho Dene Koe First Nation will accept a settlement offer based on their proportionate share of the offer made to the Dehcho First Nations through the Dehcho Process.

5 INTERIM ARRANGEMENTS IN THE DEHCHO PROCESS

5.1 The Parties will discuss and may address how this Framework Agreement affects the role of the Acho Dene Koe First Nation in following matters:

- a) the Dehcho First Nations Framework Agreement;
- b) the Dehcho First Nations Interim Measures Agreement;
- c) the Dehcho First Nations Interim Resource Development Agreement;
- d) the Dehcho First Nations Interim Land Withdrawals;
- e) the Dehcho Land Use Plan;
- f) setting of the Nahanni National Park Boundary and the structure of the Nahanni National Park Working Group;
- g) development of the Samba K'e Protected Area; and
- h) other issues as may be agreed to by the Parties.

6 APPROVAL PROCESS

Initialing the Phase I Agreement in Principle

6.1

(a) The Chief Negotiators shall initial the Phase I Agreement in Principle when they are prepared to recommend the Agreement in Principle for approval. The initialing of the Phase I Agreement in Principle shall be done at Fort Liard or at such other location as the Parties may agree.

(b) The Acho Dene Koe First Nation Chief Negotiator will not initial the Phase I Agreement in Principle until instructed to do so by the Acho Dene Koe First Nation leadership.

(c) The GNWT Chief Negotiator will not initial the Phase I Agreement in Principle until instructed to do so by the Minister of Aboriginal Affairs and Intergovernmental Relations.

(d) The initialed Phase I Agreement in Principle will be presented to the respective Parties for consideration of approval.

(e) The initialed Phase I Agreement in Principle may be reconsidered and amended and, if amendments are agreed to, the Chief Negotiators shall initial the amendments at such other location as the Parties agree. Non-substantive amendments do not need to be initialed.

Approval of the Phase I Agreement in Principle

6.2 The Phase I Agreement in Principle will set out the procedure by which it is to be approved by the Parties.

Ratification of the Acho Dene Koe First Nation Phase I Final Agreement

6.3 The Agreement in Principle will set out the procedure by which the Acho Dene Koe First Nation Phase I Final Agreement is to be ratified.

Ratification of the Acho Dene Koe First Nation Phase II Agreement in Principle

6.4 The Phase I Final Agreement will set out the procedure by which the Phase II Agreement in Principle is to be ratified.

7 SCHEDULING

7.1 The Parties will use reasonable efforts to initial an Acho Dene Koe First Nation Phase I Final Agreement within three years from the date of execution of this Framework Agreement.

7.2 A detailed work plan will be prepared by the Parties prior to commencing Phase I negotiations describing in greater detail the subject matters in section 4.1.1.

8 CONFIDENTIALITY

8.1 The Parties will develop an appropriate communications protocol.

8.2 Notwithstanding the desire to keep the public informed, the Parties agree that details of positions and documents related to the negotiations will be confidential. Disclosure of such details of positions and documents exchanged or developed by the Parties may only be made by consent of the Parties or as required by law.

8.3 In order that individuals, groups or organizations having an interest in the outcome of the negotiations may be knowledgeable and well informed regarding the general status, aims, objectives and progress of the negotiations, the Parties agree that:

- (a) from time to time, the Parties may jointly attend meetings with such individuals, organizations or groups as they may agree will assist in the process of consensus building, and without restricting the generality of the foregoing, the Parties will jointly hold public information sessions in Fort Liard and, as appropriate, in other communities prior to completion of the Phase I Final Agreement;
- (b) any of the Parties may, separately, carry out such additional information and education initiatives as they see fit, including initiatives to obtain a broad range of input, subject to confidentiality requirements.

8.4 Parties agree that attendance at negotiation sessions will be limited to the Parties or their nominees, unless otherwise agreed. The Parties agree that it is desirable that the negotiations allow for the people of the Acho Dene Koe First Nation Territory, and particularly the Elders, to remain fully informed and involved in the process.

9 THE NEGOTIATIONS PROCESS

9.1 The Parties commit to a process that fosters an open exchange of ideas, the frank discussion of interests that underlie positions and the joint analysis of problems. As a general principle, informal discussions are encouraged and statements, whether written or oral, will be without prejudice and will not be attributable to the party making them.

9.2 The Parties agree that the negotiations should proceed as expeditiously as possible by means of the phased approach set out under 4.1.

9.3 The Chief Negotiators may agree to establish *ad hoc* working groups to research and report on specific issues or concerns as they deem fit. Working groups may be established to address particular issues including boundary and overlap issues. Any such working groups will report to the main negotiations table.

9.4 Unless otherwise agreed to by the Chief Negotiators, the negotiating sessions will take place in the Northwest Territories

9.5 When sessions are held in Fort Liard, the Acho Dene Koe First Nation will host the negotiations. If sessions are held outside Fort Liard, Canada will host the negotiations. If sessions are held in Yellowknife, the GNWT may host the negotiations.

9.6 Unless otherwise agreed to by the Chief Negotiators, the negotiating sessions will not be formally chaired.

9.7 Should a breakdown in the negotiation process occur, any party may request a facilitated meeting to attempt to bring the Parties back to the negotiation Table. The Parties shall equally share the costs of facilitation.

10 FUNDING

10.1 Canada undertakes to provide funding to the Acho Dene Koe First Nation, based on funding resources available, to finance the costs of their participation in the negotiations according to Canada's funding policies and initiatives related to land, resources and self-government negotiations. This will also be subject to yearly appropriations of funds by Parliament for this purpose, to the Acho Dene Koe First Nation entering into a loan or contribution funding agreement and meeting the terms and conditions therein. The budget for the Acho Dene Koe First Nation's participation will be established on submission of annual joint work plans that set out mutually-agreed upon milestones.

10.2 Before the Acho Dene Koe First Nation Phase I Final Agreement is completed an implementation plan shall be developed by the Parties that may provide bridge funding for specific activities that will occur after the signing of the Acho Dene Koe First Nation Phase I Final Agreement, but before it comes into effect.

11 TRANSBOUNDARY AND OVERLAP ISSUES IN BC AND YUKON

11.1 Canada and Acho Dene Koe First Nation will explore options with a view to identifying processes for addressing transboundary issues in respect of Acho Dene Koe First Nation asserted claims located in British Columbia and Yukon.

11.2 Canada and Acho Dene Koe First Nation may amend the map shown in Appendix A in the event that an agreement is concluded to resolve any overlap issues between the Acho Dene Koe First Nation and any neighboring Aboriginal group as it applies to BC and Yukon.

12 OVERLAP IN THE NORTHWEST TERRITORIES

12.1 Prior to concluding the Phase I Final Agreement, the Parties will finalize the Settlement Area taking into account any agreement concluded to resolve any overlap issues between the Acho Dene Koe First Nation and any Aboriginal group.

13 INTERPRETATION OF THIS AGREEMENT

13.1 This framework agreement is not legally binding, is without prejudice to the legal positions of the Parties, and except for 8.2, nothing in this framework agreement is to be interpreted as creating, recognizing or denying rights or obligations, including funding obligations, on the part of any of the Parties.

13.2 All negotiations pursuant to this framework agreement and all related documents, except for the Acho Dene Koe First Nation Phase I Final Agreement once it has been brought into effect, are without prejudice to the legal position taken by the Parties in any legal proceeding and shall not be construed as admissions of fact or liability.

14 AMENDMENT

14.1 This framework agreement may be amended with the written consent of the Parties.

Signed at Ft. Liard, Northwest Territories, this day of ,
2008.

For the Acho Dene Koe First Nation
Chief Steven Kotchea

Witness

For GNWT
The Honourable Floyd Roland
Premier and Minister of Aboriginal Affairs
and Intergovernmental Relations

Witness

For Canada
The Honourable Chuck Strahl Minister
of Indian Affairs and Northern Development

Witness

