

COPY

PROCEDURES

AGREEMENT

**PROCEDURES AGREEMENT
AMONG
THE HUL'QUMI'NUM TREATY GROUP
CANADA AND BRITISH COLUMBIA
FOR THE AGREEMENT-IN-PRINCIPLE STAGE OF THE
TREATY NEGOTIATIONS**

The procedures agreement was also amended in Stage 3. Negotiated in the Readiness stage (Stage 2), this agreement further outlines procedures to be followed during negotiations. The agreement focus's on how Main Table meetings are to be conducted, scheduling of Main Table meetings, the location, preparing, and the chairing of Main Tables is also addressed.

The additional clauses that have been added to this agreement revolve around information sharing. Principles and procedures will now be in place for requesting and sharing information from government agencies.

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THIS AGREEMENT dated May 22, 1997 is entered into by the Hul'qumi'num Treaty Group, Canada and British Columbia (collectively referred to as the "Parties").

1. PURPOSE

1.1 The purpose of this Procedures Agreement is to guide the Parties on the procedures to apply during the Agreement-in-Principle stage of treaty negotiations and to encourage efficient, effective and orderly negotiations.

2. MEETINGS

2.1 Main Table

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

2.1.2 is attended by Chief Negotiators or their designates and team members;

2.1.3 directs the Working Groups; and

2.1.4 establishes other ad hoc groups that may be necessary.

2.2 Composition of the Main Table

2.2.1 The Chief Negotiators for each Party will determine their Party's membership for Main Tables, Main Table Working Groups, and other groups as established by the Main Table.

2.3 Main Table Costs

2.3.1 The costs associated with Main Tables will be split equally among the three Parties as agreed to by the Parties.

2.4 Physical Requirements for Main Tables

2.4.1 The Chief Negotiators will agree on space and equipment requirements for Main Tables. The facilities for Main Tables will meet the requirements of the Parties and may include caucus rooms, telephones and access to computer outlets for each Party as well as photocopying and fax capabilities.

2.5 Working Group(s)

2.5.1 are established by the Main Table to address substantive and/ or procedural issues or groups of issues arising at the Main Table and make recommendations to the Main Table;

2.5.2 develops and recommends workplans and timeframes for negotiations;

2.5.3 develops and recommends agendas for Main Table sessions; and

2.5.4 develops and reviews draft procedural and substantive documents for consideration at the Main Table.

2.6 Technical Working Groups

2.6.1 are established by the Main Table as required.

2.7 Meetings, including Main Tables, may be held by conference call by agreement of the Parties.

2.8 Attendance at open meetings will be pursuant to the *Openness Protocol Among the Hul'qumi'num Treaty Group, Canada and British Columbia*.

2.9 Closed meetings will be restricted to the negotiating teams.

3. **SCHEDULING**

3.1 Main Table

3.1.1 will meet on a pre-determined six-month schedule;

3.1.2 cancellation notices will be given in writing within a reasonable

timeframe in advance of the meeting.

3.2 Working Groups/ Technical Working Groups

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

4. **LOCATION**

4.1 Main Table meetings will be held in the traditional territory of the Hul'qumi'num Treaty Group and will rotate among the communities within the Hul'qumi'num Treaty Group traditional territory as decided by the Chief Negotiators.

5. **PREPARATION FOR MAIN TABLE MEETINGS**

5.1 The Working Group will prepare a joint agenda for each upcoming Main Table meeting for the approval of the Chief Negotiators. The agenda will be circulated at least five days prior to the meeting.

5.2 The Parties will make reasonable efforts to circulate documents by fax or other appropriate means at least five working days prior to the Main Table at which those documents are to be discussed.

6. **CHAIRING MAIN TABLE MEETINGS**

6.1 Main Table meetings will be chaired by individuals agreed to by the Chief Negotiators.

6.2 If the Chair is a member of one of the negotiating teams, including the Chief Negotiator, he or she will be allowed to participate in the Main Table discussions.

7. RECORD KEEPING

7.1. Record of Decisions of Main Tables

7.1.1 Records of decisions and proceedings by the Main Table, including the date and location of the next Main Table meeting, will be prepared by the Parties on a rotating basis.

7.2 Audio or Video Recording

7.2.1 The Chief Negotiators agree to allow the audio or visual recordings of meetings. Any recordings will be for informational or historical purposes only and will have no status as admissions or as records of agreements.

8. INFORMATION SHARING PRINCIPLES

8.1 The Parties will be guided by the following Information Sharing Principles. All the Parties to the negotiations must be governed by the principles of fairness, efficiency and affordability regarding information sharing, so as to build trust and facilitate progress of negotiations.

8.1.1 Access to information is important to the conduct and progress of negotiations.

8.1.2 The information shared by the Parties should be relevant, reliable, accurate and exist in a usable format.

8.1.3 It is important that all Parties have expeditious access to information that has been identified as necessary for the conduct of negotiations.

8.1.4 Existing data should be used whenever possible and appropriate.

8.1.5 When new information is required, the Parties will work to achieve consensus to determine the necessary form of that information and how to obtain it in a timely and cost-efficient manner.

8.1.6 A variety of information is anticipated to be required. Normally, information of a general nature will be a basis for the Parties to negotiate issues during the Agreement-In-Principle stage. General information will be supplemented by more detailed information to address specific negotiation issues.

9. TECHNICAL INFORMATION SHARING

9.1 Technical Information Sharing

The cost of information will be shared between the Parties. Where information relevant to the Hul'qumi'num Treaty Group may be obtained by Canada or British Columbia under the *Protocol Between Canada and British Columbia Regarding Sharing of Costs Required to Conduct Treaty Negotiations*, the information will be provided to the Main Table as per the information request procedures in the Protocol, attached as Appendix "A" to this Agreement.

9.2 Identifying and Producing Information

The Parties to the negotiations will identify and produce information needed for treaty negotiations by determining:

- (a) the problem or focus of the issue and the purpose of information;
- (b) the appropriate sources of the information;
- (c) the specific information needed to address the problem;
- (d) the most efficient format and cost effective approach for production; and
- (e) the timing of delivery of information.

9.3 Costs

The cost of providing information will be shared subject to the most current *Protocol Between Canada and British Columbia Regarding Sharing of Information Costs Required to Conduct Treaty Negotiations* attached as Appendix "A".

9.4 Requesting Land-based Information for the Negotiating Table

When the Parties agree that land-based information is required, the request will be submitted in writing using the "Land-Based Information Request" form attached as Appendix "B" in accordance with the *Protocol Between Canada and British Columbia Regarding the Sharing of Costs Required to Conduct Treaty Negotiations*.

10. BRITISH COLUMBIA TREATY COMMISSION

10.1 The Main Table Chair will provide the British Columbia Treaty Commission with a copy of the joint record of decisions and proceedings approved by the Main Table.

10.2. The Chief Negotiators will report to the British Columbia Treaty Commission as necessary.

11. DRAFTING CONVENTIONS

11.1 The drafting of tri-partite documents will be governed by the conventions set out in Appendix "C" of this document unless the Chief Negotiators of the Parties agree otherwise.

12. WORKPLAN FOR THE AGREEMENT-IN-PRINCIPLE STAGE

12.1 The Parties will draft and follow a workplan and timeframe for Agreement-in-Principle negotiations.

13. REVIEW AND AMENDMENT

13.1 This Procedures Agreement may be reviewed and amended by agreement of the Chief Negotiators.

On behalf of the Hul'qumi'num Treaty Group:

Ernest W. Elliott
Chief Negotiator

On behalf of the Government of Canada:

John Langford
Chief Federal Negotiator

On behalf of the Province of British Columbia

Cristina Scattolin
Treaty Negotiator

APPENDIX "A"

**PROTOCOL BETWEEN CANADA AND BRITISH COLUMBIA REGARDING
SHARING OF INFORMATION COSTS REQUIRED TO CONDUCT TREATY
NEGOTIATIONS****WHEREAS:**

- A. Canada, represented by the Minister of Indian Affairs and Northern Development, and British Columbia (BC), represented by the Minister of Aboriginal Affairs, signed a "Memorandum of Understanding Between Canada and British Columbia Respecting the Sharing of Pre-Treaty Costs, Settlement Costs, Implementation Costs and the Costs of Self-Government" (the MOU);
- B. The Department of Indian Affairs and Northern Development and the BC Ministry of Aboriginal Affairs (the Parties) are the agencies responsible for implementing the MOU;
- C. Section 3.7 of the MOU states that the Parties intend to take all necessary steps to give effect to the MOU and may enter into agreements for that purpose;
- D. Section 1.7(f) of the MOU provides for the sharing of costs of land information systems which shall focus on lands and resources for the common support of parties in treaty negotiations;
- E. The Parties operate in a climate of fiscal restraint;
- F. The Parties acknowledge that they share the following interests:
 - I. treaty negotiations should not be delayed because the Parties cannot agree on sharing the costs of providing information required by the treaty negotiation tables;
 - ii. there is a need for flexibility to accommodate unexpected information requirements;
 - iii. the process for sharing information costs should be simple and should be clear to both Parties.

THEREFORE the Parties agree to implement the following Protocol including its Appendices (the Protocol):

1. SCOPE

- 1.1 This Protocol applies to land information (described in Section 2) which is required to advance one or more treaty negotiations in BC.
- 1.2 The land information which is required to advance one or more treaty negotiations in BC will be identified by the treaty negotiation tables.
- 1.3 The Parties may determine the need for specific projects and information needs for regional negotiations.
- 1.4 The Parties may agree in writing to include other kinds of information in this Protocol.

2. LAND INFORMATION SYSTEMS

- 2.1 "Land information systems", referred to in Sections 1.7(f) and 1.8 of the MOU, hereafter referred to as "land information", shall mean information about:
 - a. land use;
 - b. land, air and water ownership, tenure and legal encumbrances;
 - c. local government geographic boundaries;
 - d. renewable and non-renewable resources including agriculture, fish, forestry, minerals, petro-chemicals, water and wildlife;
 - e. the boundaries of the geographic area identified by a First Nation as their traditional territory on the map attached to their Statement of Intent filed with the British Columbia Treaty Commission;
 - f. Indian Reserves and Band owned lands;
 - g. other land information as agreed to in writing by the Parties.

2.2 "Land Information" shall include a study that produces new information for a treaty table if:

- a. the study is required to reach Agreement-in-Principle; or
- b. the study is identified in a signed Agreement-in-Principle and is required to reach Final Agreement.

2.3 In order for a study to be eligible for cost-sharing under Section 4, the study must:

- a. be feasible;
- b. be approved using procedures outlined in s.7 of this Protocol; and
- c. where identified in an Agreement-in Principle, be approved prior to the parties signing the Agreement-in-Principle and must reasonably be expected to be completed prior to Final Agreement.

3. SHARE OF COSTS

3.1 Subject to Section 5, Canada shall pay 60% and BC shall pay 40% of the eligible costs of land information.

4. ELIGIBLE COSTS

4.1 To be eligible for cost-sharing, costs must:

- a. be agreed to by the Parties in writing;
- b. be incurred to support treaty negotiations;
- c. be associated with generating, acquiring, organizing and distributing information to the treaty negotiation tables; and,
- d. fall within one of the following categories:
 - i. salary;
 - ii. computer cycle time invoiced to a Party;
 - iii. production materials;
 - iv. information purchase;
 - v. contracts;
 - vi. other categories agreed to in writing by the Parties.

- 4.2 Where goods and services are to be cost-shared pursuant to this Protocol, the lowest price normally charged shall be used.

5. BUDGET

- 5.1 By the beginning of each fiscal year, the Parties will determine an annual budget (the Budget) for cost-shared land information which will be initialled by the Parties and appended to this Protocol as Appendix A. Subject to the limits set out in the Budget, expenditures under the Protocol will be incurred according to Section 7.
- 5.2 In no event shall expenditures of one year exceed the budget for that year, unless agreed to in writing by the Parties.
- 5.3 Expenditures pursuant to the Budget are contingent upon appropriations by Canada and BC.

6. INFORMATION PACKAGE

- 6.1 A list of land information that is anticipated to be required by the treaty negotiation tables is appended to this Protocol as Appendix B. The Parties expect that this list will be amended from time to time according to procedures outlined in Section 9.

7. PROCEDURES

- 7.1 Each Party will designate a Primary Contact to manage this Protocol.
- 7.2 The Primary Contacts are authorized to:
- a. review land information requests for specific projects and treaty negotiations;
 - b. approve land information costs to be shared;
 - c. maximize economies of scale in the preparation of land information requests; and,
 - d. apprise each other on a regular basis of land information requests they are handling, including the costs and expected delivery times of that

land information to the treaty negotiation tables.

- 7.3 Where practical, the Parties will share coordination and management of projects pursuant to this Protocol.
- 7.4 The accounting process used to reconcile the Parties' respective shares of costs pursuant to the MOU shall include the Parties' eligible costs incurred pursuant to this Protocol.
- 7.5 Canada's Primary Contact will refer to the Executive Director, Federal Treaty Negotiation Office, Department of Indian Affairs and Northern Development, and BC's Primary Contact will refer to the Assistant Deputy Minister, Treaty Negotiation Division, Ministry of Aboriginal Affairs, any matter associated with the interpretation or implementation of this Protocol upon which the Primary Contacts cannot reach agreement.

8. REVIEW AND ASSESSMENT

- 8.1 This Protocol will be reviewed and assessed by the Parties before the end of each fiscal year. The review and assessment will guide the Parties in improving the effectiveness and efficiency of this Protocol.

9. AMENDMENT AND TERMINATION

- 9.1 This Protocol may be amended in writing by the Parties.
- 9.2 This Protocol remains in effect until:
- a. amended by the Parties; or
 - b. one Party gives notice, prior to January 1 of a fiscal year; that it intends to terminate this Protocol at the end of that fiscal year.

10. TIME IS OF THE ESSENCE

10.1 It is the intention of the Parties that they act promptly in all matters.

On behalf of British Columbia:

On behalf of Canada:

J. D. Ebbels
Jack Ebbels
Deputy Minister
Ministry of Aboriginal Affairs

John Watson
John Watson
Regional Director General - Pacific Region
Dept. of Indian Affairs & Northern Development

April 16/97
Date

April 28/97
Date

Attachments:

1. Appendix A: Budget.
2. Appendix B: Information Package.

APPENDIX A

BUDGET 1997-1998

1. BUDGET

PROJECT CATEGORY	CANADA SHARE	BC SHARE	TOTAL
Overview mapping	30,000	20,000	50,000
Map viewer	18,000	12,000	30,000
AiP information support	141,000	94,000	235,000
Forest inventory purchase	60,000	40,000	100,000
Regional mapping	30,000	20,000	50,000
Contingency	27,000	18,000	45,000
TOTAL	306,000	204,000	\$510,000

Note: The Primary Contacts, identified in Section 7.1 of the Protocol, may agree in writing to transfer portions of Total amounts from one Budget Project Category to another in order to meet the land information needs of treaty negotiation tables.

2. PROJECT CATEGORY

2.1 OVERVIEW INFORMATION & SATELLITE IMAGES

- 1:250,000 base maps, overlays and satellite images for remaining and any new treaty negotiation tables

2.2 MAP VIEWER

- On-going technical support and data input for map viewer prototype at FTNO and BCMAA

2.3 AIP INFORMATION SUPPORT

- general requests from treaty tables in AiP negotiations
- detailed land information (TRIM base maps, cadastral, forest cover)
- land statusing for specific parcels or areas

- 2.5 FOREST INVENTORY PURCHASE
- completion of joint forest inventory data purchase from provincial Ministry of Forests
- 2.6 REGIONAL MAPPING
- 2.7 CONTINGENCY

LAND BASED INFORMATION REQUEST PROCEDURES FOR NEGOTIATION TEAMS & PRIMARY CONTACTS

The Protocol Between Canada and British Columbia Regarding Sharing of Information Costs Required to Conduct Treaty Negotiations (the Protocol) outlines how Canada and BC will share the costs of land-based information (LBI) which negotiation tables require to advance their negotiations. This document describes procedures for Tables and Primary Federal and Provincial Contacts ("PC"s) to follow in making requests for cost-shared land-based information. It should be read in conjunction with a "Land-Based Information Request" (LBIR) form (attached).

PART I

1. Negotiation Table describes its request for LBI in Part I of the LBIR form and each party signs the request.
2. Copies of the LBIR form are forwarded to the Federal and Provincial PC's.
3. The federal and provincial PC's assign a "number" to the request.

PART II

4. The PC's review the request, decide which government has jurisdiction, and assign responsibility for the request to the appropriate Responsible Primary Contact ("RPC"). The least-cost method of providing the requested information within the required time-frame will always be sought.
5. In consultation with federal and provincial negotiators, the PC's resolve any information issues prior to providing a cost estimate. If necessary, modifications to the request are made.
6. The RPC estimates costs of the LBI request and, after conferring with the other PC, enters the amount of the estimate in Part II, Section 1 of the LBIR form. The PC's add comments (where necessary). Both PC's initial the estimate.
7. The PC's apportion costs between Canada and BC as per the Protocol. A delivery date is estimated and written into the form. Both PC's enter the request as a commitment against the cost-shared LBI budget. The federal and provincial negotiators are informed of the approval of the request and are sent a copy of the signed form.
8. The information is procured and supplied to the Negotiation Table and costs are shared.

Appendix B

**Bilateral Management Initiatives:
Overview Land Information Provided to the Treaty Negotiation Tables**

	Information Type	Jurisdiction
Base Map (1:250,000)	SOI boundary	Can
	Planimetry	BC
	Parks (Fed)	Can
	Parks (Prov)	BC
	Indian Reserves	Can
	Primary Cadastre (fee simple)	BC
	Timber Licenses	BC
	Crown-granted mineral claims	BC
	Ecological Reserves	BC
	OVERLAYS (grouped) (1:250,000)	Federal Properties (owned or occup)
Topography		BC
Municipal Boundaries		BC
Regional District Boundaries		BC
Domestic Watersheds		BC
Major mineral/petroleum devel		BC
Land Use Plans		BC
Protected Areas Strategy		BC
Wilderness Areas		BC
Recreation Reserves		BC
MOF Recreation Sites		BC
Conservation Areas		Can
Timber Supply Areas		BC
Tree Farm Licenses		BC
Agricultural Land Reserve		BC
Registered Traplines		BC
Guide Outfitter Areas	BC	
Angling Guiding Areas	BC	
Satellite Maps (1:250,000)	View of traditional territory from space	BC/Can

Appendix B (cont'd)**Land Information which may be required in AiP negotiations**

As treaty negotiation tables proceed into AiP and move towards land selection, the following types of land information may be required at a more detailed level. This list is not exhaustive, and other items could be provided to the treaty negotiation tables.

Information Type	Jurisdiction
Environmental Management (EM)	Can/BC
Forest Inventory	BC
Unencumbered lands	BC
Base mapping	BC
Special Land Reserves	BC
Agricultural Leases	BC
Grazing Tenures	BC
Mineral/Petroleum Potential	BC
Wildlife Inventory & Habitat	BC
Fish Inventory & Habitat	Can/BC
Migratory Birds Inventory & Habitat	Can
Electoral Boundaries (Fed)	Can
Electoral Boundaries (Prov)	BC
Demographics by SOI :	Can

Appendix "C"

DRAFTING CONVENTIONS

On each page of each jointly developed draft document, including preamble, general agreement and appendices, the following headers should appear:

"WORKING DRAFT # () - DATE
(PREPARED BY ())
"FOR NEGOTIATION PURPOSES ONLY

"WITHOUT PREJUDICE"

"CONFIDENTIAL" or "NOT FOR PUBLIC DISTRIBUTION" - to be added where a Chief Negotiator decides to designate a document confidential.

Page number will appear as the number only (#)

On each page of each document, including preamble, general agreement and appendices, the file name, "Hul'qumi'num Treaty Table" should appear as a footer.

In documents, sections, subsections and sub-paragraphs will be numbered as 1, 1.1 and 1.1.1 for example, respectively.

Where a Party edits and revises a jointly developed document, the following will be used unless otherwise agreed by the Working Group members:

'**bold**' type for text proposed by Canada.

'*italic*' type for text proposed by the Hul'qumi'num Treaty Group.

'***bold italic***' type for text proposed by British Columbia.

Suggested additions to all text shown by means of underline.

Suggested deletions to all text shown by means of ~~strikeout~~.

Comments to all text shown by means of [square brackets].

Where the Parties agree to text for a particular document, section or subsection, the Party designated to produce the next draft of the document will use 'standard' type to consolidate the text agreed-upon by the Parties, and may delete the **bold**, *italic*, ***bold italic***, ~~strikeout~~, [square brackets] and (round brackets) types.