

- WHEREAS Dogribs have traditionally used and occupied lands in the Northwest Territories from time immemorial;
- WHEREAS Dogribs depend on their traditional territory to sustain their distinct way of life and culture;
- WHEREAS Canada and the Dogribs began their treaty relationship in 1921;
- WHEREAS section 35(1) of the *Constitution Act, 1982* says the existing aboriginal and treaty rights of the Aboriginal right under section 35 of the *Constitution Act, 1982*;
- 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 the Crown has an evolving fiduciary relationship with the Dogribs;
- WHEREAS the parties have agreed to negotiate in order to give effect to land and resource and self-government rights to be set out in the Dogrib agreement;
- AND WHEREAS the parties intend to govern the conduct of their negotiations according to 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;

“Dogrib agreement” means the land and resource and self-government provisions accepted by the parties pursuant to 8.4 which may be given effect through a variety of mechanisms including the Dogrib treaty, legislation, contracts and memoranda of understanding;

“Dogrib agreement-in-principle” means the collection of provisions initialled by the chief negotiators as set out in 8.2(b) and accepted and signed by the parties’ principals as set out in 8.2(c);and

“Dogrib treaty” means those provisions of the Dogrib agreement which are to form a treaty or treaties within the meaning of section 35 of the *Constitution Act, 1982*.

## 2 PURPOSE OF THE DOGRIB FRAMEWORK AGREEMENT

2.1 The purpose of this framework agreement is to enhance the effectiveness of the process for the negotiation of the Dogrib agreement.

2.2 The framework agreement:

- (a) sets out an approach to and process for interest-based negotiations;
- (b) identifies the subject matters for negotiation; and
- (c) establishes an agenda and timetable for negotiations.

2.3 It is intended that the process set out herein will lead to the Dogrib agreement-in-principle and the Dogrib agreement based on the Dogrib agreement-in-principle.

## 3 PARTIES

3.1 The parties to this framework agreement are the Dogribs, the GNWT and Canada.

## 4 OBJECTIVE OF NEGOTIATIONS

4.1 The objective of negotiations is to complete the Dogrib agreement which:

### Self-Government Arrangement

- (a) implements the inherent right of self-government for the Dogribs;
- (b) enables the Dogribs to govern their affairs as appropriate to their circumstances;
- (c) describes the nature, character and extent of Dogrib government and the relationship between public government and Dogrib government;
- (d) provides for the devolution or delegation of programs and services between governments and institutions;

### Land and Resource Provisions

- (e) provides for certainty and clarity of rights respecting land and resources;
- (f) encourages the self-sufficiency of the Dogribs and enhances their ability to participate fully in all aspects of the northern economy; and

- (g) provides for the use, management and conservation of land, water and other resources, including wildlife and their habitat.

## 5 SUBJECT MATTERS FOR NEGOTIATION

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

- (i) eligibility;
- (ii) settlement area;
- (iii) Dogrib lands;
- (iv) Renewable and non-renewable resources;
- (v) Land and water;
- (vi) Parks, protected areas and heritage resources;
- (vii) Financial payments;
- (viii) Resource revenue sharing;
- (ix) Economic measures;
- (x) Taxation;
- (xi) Governance, including the relationship between public government and Dogrib government;
- (xii) Ratification;
- (xiii) Overlap issues;
- (xiv) Dispute resolution;
- (xv) Review and amendment;
- (xvi) Implementation;
- (xvii) Financial transfer arrangements; and
- (xviii) Certainty.

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

- 5.2 This framework agreement does not constitute a commitment by any party to reach agreement on all or any of the subject matter in 5.1, nor to agree to all or any provisions proposed in relation thereto.

- 5.3 The parties will determine which of the self-government provisions should be included in the Dogrib treaty prior to completing the Dogrib agreement-in-principle.

## 6 SCHEDULE TO COMPLETE THE DOGRIB AGREEMENT-IN-PRINCIPLE AND THE DOGRIB AGREEMENT

### Target Date for completion of Dogrib agreement

- 6.1 The parties propose to complete:

- (a) the Dogrib agreement-in-principle no later than August 1997; and

- (b) the Dogrib agreement no later than 36 months after the acceptance of this framework agreement by the parties' principals.

#### Schedule to Negotiate Subject Matters

- 6.2 A schedule will be prepared for the negotiation of the subject matters in 5.1.

### 7 NEGOTIATION PROCESS

- 7.1 The provisions of the Dogrib agreement which respectively constitute the land and resource provisions and the Dogrib self-government arrangement will be negotiated simultaneously and at the same table.

#### Spirit of Negotiations

- 7.2 (a) The parties commit to an interest-based negotiation process to foster 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. It is recognized that from time to time statements may be qualified as being positions.
- (b) The chief negotiators may name a person to chair a meeting of the main table or the informal main table.
- (c) Each party will use their best efforts to state their interests for each subject matter prior to the session at which that matter will be discussed.

#### Main Table

- 7.3 (a) The main table is established and is comprised of the negotiating teams of each of the parties.
- (b) The main table, when meeting in a Dogrib community, has overall responsibility for directing and carrying on the negotiations to conclude the Dogrib agreement-in-principle and the Dogrib agreement.
- (c) The main table:
  - (i) will set agendas and time-frames; and
  - (ii) may establish working groups and drafting groups and define their mandates or instructions.

- (d) Main table sessions in a Dogrib community will be conducted in Dogrib and English.
- (e) Where a main table session is not held in a Dogrib community, a report on that session will be made at the next meeting of the main table in a Dogrib community.

#### Working Groups

- 7.4 (a) Working groups are established to accomplish specific tasks. Upon completion of its task, a working group will be dissolved.
- (b) A working group will report to the main table as requested to do so by the main table.
- (c) The chief negotiators are deemed to be members of any working group.

#### Bilateral Consultations

- 7.5 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.

#### The "One-Text" Rolling Draft

- 7.6 Consistent with the interest-based approach to negotiations, the parties commit to the one-text rolling draft process. The rolling draft will serve as the focal point for eliciting interests and generating and refining options.

#### Drafting Groups

- 7.7 (a) When a subject matter has been thoroughly discussed and there is a clear understanding among the parties of an agreed-upon approach, a drafting group will be instructed to prepare a draft. Only the designated members of the drafting group may participate in drafting.
- (b) A drafting group will report to the main table as requested to do so by the main table.

#### Cost of Facilities

- 7.8 (a) When sessions are held in a Dogrib community, expenses for session facilities will be paid by the Dogribs.

- (b) When sessions are not held in a Dogrib community, expenses for session facilities will be paid by Canada.

## 8 APPROVAL PROCESS

### Interim Approval of Subject Matters for Dogrib agreement-in-principle

- 8.1 (a) To signify that negotiations with respect to a subject matter are substantially complete, the chief negotiators shall initial the provisions.
- (b) The initialled provisions may be reconsidered and amended and, if amendments are agreed to, the process in (a) will apply to the amended provisions.
- (c) Except for amendments which are minor or technical, the initialling of provisions shall be done at a meeting of the main table in a Dogrib community.

### Approval of Dogrib agreement-in-principle

- 8.2 (a) Once all the provisions have been initialled, the chief negotiators may review the overall package and amend any provision.
- (b) When the process in (a) is complete, the chief negotiators will initial the Dogrib agreement-in-principle. They shall submit it to their principals and recommend its acceptance by them.
- (c) The Dogrib agreement-in-principle will be complete once it has been accepted and signed by the Dogribs, the GNWT and Canada.

### Approval of the Dogrib agreement

- 8.3 After the Dogrib agreement-in-principle has been completed, the parties will work towards completion of the Dogrib agreement based on, and in the manner set out in, the Dogrib agreement-in-principle.
- 8.4 The Dogrib agreement will be complete once it has been accepted and signed by the Dogribs, the GNWT and Canada in the manner set out in the Dogrib agreement.

## 9 PUBLIC INFORMATION

- 9.1 Individuals, groups or organization shaving an interest in the outcome of the negotiations should be knowledgeable and informed regarding the general status, aims, objectives and progress of the negotiations and for that

purpose the parties commit to public education initiatives such as the following:

- (a) from time to time, the parties may jointly attend or host meetings with such individuals, organizations or groups as the parties may agree will assist in the process of information exchange and consensus building;
- (b) any of the parties may, separately, carry out such additional information and education initiatives as they see fit, including initiative to obtain a broad range of input; and
- (c) the parties will, from time to time, issue joint statements on the progress of negotiations.

9.2 Notwithstanding the desire to keep the public informed, the parties may agree that details of positions and documents exchanged or developed by the parties during negotiations will be confidential. In such an event those details or documents shall not be disclosed except as required by law.

## 10 FUNDING OF THE DOGRIBS FOR NEGOTIATIONS

- 10.1 (a) Canada shall provide funding to the Dogribs for the negotiation of the Dogrib agreement-in-principle and the Dogrib agreement according to Canada's funding policies for self-government negotiations and comprehensive land claim negotiations and subject to funding levels approved by Parliament for those purposes.
- (b) Canada acknowledges that the Dogribs may require financial support for the period of time commencing upon the signing of the Dogrib agreement and ending on the coming into effect of the agreement. Canada and the Dogribs will endeavour to resolve this matter prior to acceptance of the Dogrib agreement by the parties pursuant to 8.4.

## 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 Dogrib 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 framework agreement may be amended with the written consent of the parties.

For the Dogribs

For Canada

For the GNWT

Joe Rabesca  
Grand Chief

The Hon. Ronald Irwin  
Minister  
Indian Affairs and  
Northern Development

The Hon. Jim Antoine  
Minister  
Aboriginal Affairs

August 7, 1996

July 29, 1996

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Transmitted to Rae by:

Scott Serson  
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