

***Nesika Oakut ("Our Own Way") A Framework Agreement to Guide the  
Negotiations for Managing Fraser River Salmon***

This Framework Agreement is dated this 30 day of August, 2016

**Between:**

The Fraser Salmon Management Council (The "FSMC")

**And**

Fisheries and Oceans Canada ("DFO")

(collectively referred to as "the Parties")

**1. PREAMBLE:**

- 1.1 The Parties signed a "Letter of Understanding for the Development of Fraser River Salmon Management Processes and Agreements" ("the LOU") effective on March 20, 2012.
- 1.2 The Parties wish to confirm their commitment to work together on a government-to-government basis within the framework of the Constitution of Canada, and in a cooperative and respectful manner, to develop processes and agreements for the management and conservation of Fraser River salmon.
- 1.3 The Parties recognize that this Framework Agreement represents an incremental step in the development of a new relationship between the Parties.
- 1.4 The Parties agree that a relationship that supports mutual respect and understanding is beneficial for all Parties and for all.

**2. PURPOSE:**

- 2.1 The purpose of this Framework Agreement is to guide the conduct of negotiations between the Parties concerning the development of Fraser River salmon management processes and agreements.

**3. INTERPRETATION:**

- 3.1 The Parties agree that this Agreement:

- (a) does not, and is not intended to, define or extinguish any Aboriginal or treaty rights and is not evidence of the nature or extent of any Aboriginal or treaty rights;
- (b) is made without prejudice to the positions taken by either the Department of Fisheries and Oceans or the First Nations members of the FSMC and listed at Annex A with respect to Aboriginal or treaty rights;
- (c) is not a land claims agreement or treaty within the meaning of sections 25 or 35 of the *Constitution Act, 1982*; and
- (d) does not affect any Aboriginal or treaty rights of any other Aboriginal group.

#### **4. SCOPE:**

##### **4.1 The interests and concerns proposed for inclusion in the Fraser River salmon management processes and agreements include, but are not limited to:**

- (a) Development of collaborative decision making processes, structures and resources;
- (b) Linkages to Tier One (First Nations), Tier Two (First Nations and DFO) and Tier Three (First Nations, DFO and stakeholders) processes;
- (c) Clarifying roles and responsibilities for Fraser River salmon fisheries management, including policy, operational and program planning and science;
- (d) First Nations' priority allocation and access for food, social and ceremonial purposes;
- (e) First Nations commercial fisheries;
- (f) Identifying, planning and implementation of conservation priorities and recovery strategies, including *Species At Risk Act* and *Wild Salmon Policy* matters;
- (g) Capacity building;
- (h) Prioritizing, developing and sharing science and traditional ecological knowledge, information and research, including protocols for the gathering, studying and interpretation of data;
- (i) Ratification of agreements reached between the Parties; and
- (j) Implementation of agreements or processes reached between the Parties, including incremental approaches to implementation.

##### **4.2 The negotiation of an interest or concern listed above does not commit the Parties to conclude an agreement on that issue, or any component of that issue. However, the**

Parties are committed to working in good faith toward agreements. If agreement on a proposal or issue can't be reached, a full explanation will be provided to the Parties.

## **5. ACKNOWLEDGEMENTS:**

### **5.1 The Parties acknowledge that:**

- (a) First Nations and DFO have roles and responsibilities in the conservation and management of Fraser River salmon;
- (b) Existing Aboriginal and treaty rights are recognized and affirmed in section 35 of the *Constitution Act, 1982*;
- (c) Nothing in this Framework Agreement shall fetter or limit or be deemed to fetter or limit in any manner the rights, jurisdiction, authority, obligation or responsibilities of any Party or its representative(s);
- (d) This Framework Agreement does not replace bilateral arrangements and processes or any other agreement; and
- (e) This Framework Agreement is not intended to be legally binding or create legally enforceable rights between the Parties.

## **6. PRINCIPLES:**

### **6.1 The discussions between the Parties will observe the following principles:**

- (a) Respect;
- (b) Inclusiveness;
- (c) Efficiencies;
- (d) Solution oriented;
- (e) Incremental approaches;
- (f) Transparency;
- (g) Accountability;
- (h) Long term conservation and sustainability of salmon and fisheries;
- (i) First Nations' priority allocation and access for food, social and ceremonial purposes; and
- (j) Consideration of First Nations' inter-tribal protocols and agreements.



## **7. RESPONSIBILITIES OF THE PARTIES:**

- 7.1 Development of mandates by each Party to engage in discussions leading to the Fraser River salmon management processes and agreements;
- 7.2 Identification of each Party's negotiating team and team lead, and the process for reporting back to the Parties;
- 7.3 Establishment and implementation of process timelines/schedules throughout the negotiations of the Fraser River salmon management processes and agreements;
- 7.4 Within available sources, securing and committing human and financial resources, including multi-year funding arrangements where possible, to support the negotiation and implementation of the Fraser River salmon management processes and agreements, including the costs associated with Tier 1, Tier 2 and Tier 3 processes;
- 7.5 Development of transparent review and ratification processes acceptable to the Parties;
- 7.6 Establishment and maintenance of communications among and between the Parties, as well as with other First Nations and interested groups as appropriate; and
- 7.7 Review and encouragement of the involvement of other governments and departments, including federal departments, First Nations, and the Province of British Columbia as required.

## **8. PROCEDURAL ARRANGEMENTS**

- 8.1 The Parties will negotiate and attempt to reach agreement on which, if any, matter will be confidential, and on a communications protocol.
- 8.2 A meeting recorder will review the record of decisions and commitments with the meeting participants prior to the close of each meeting.
- 8.3 The meeting location will, in the interests of economy, be a boardroom at DFO Regional Headquarters in Vancouver unless otherwise agreed to during the negotiations.
- 8.4 Meeting agendas will be supplied to the Parties for distribution 10 calendar days in advance of each meeting.
- 8.5 Each Party will be responsible for fees and expenses incurred by its negotiating team and observer(s).

## **9. AMENDMENT**

- 9.1 This Framework Agreement may be amended at any time by agreement in writing signed by the Parties.

## **10. TERM AND COMING INTO EFFECT**

- 10.1 This Framework Agreement will come into effect September 6th, 2016.
- 10.2 Either Party may withdraw from this Framework Agreement by providing 60 days written notice.
- 10.3 This Framework Agreement has a term of three (3) years, which can be extended or renewed by agreement in writing signed by the Parties.

## **11. NOTICES AND REPRESENTATIVES**

- 11.1 Where any information or communication is required to be given under this Framework Agreement, it will be in writing and delivered personally or by courier, registered mail, electronic mail or facsimile transmission, and unless notice to the contrary is given, will be addressed to the Party at:

**To: Fraser Salmon Management Council:**

Attention: Darren Haskell, President

Telephone: 250-648-3212

Facsimile: 250-648-3250

Email: [darren.haskell@tlazten.bc.ca](mailto:darren.haskell@tlazten.bc.ca)

With Copies to:

Fraser Salmon Management Council  
c/o Nicola Tribal Association,  
Box 188  
Merritt, BC V1K 1B8

Attention: Neil Todd

Telephone: 250-378-4235.

Facsimile: 250-378-8119.

Email: [neil@nicolatribal.org](mailto:neil@nicolatribal.org)

**To DFO:**

Fisheries and Oceans Canada  
200-401 Burrard Street  
Room: Suite 200  
Vancouver, BC V6C 3S4  
Attention: Chad Rudiak, Regional Negotiator

Telephone: 604-666-0988

Facsimile: 604-666-0928

Email: [Chad.Rudiak@dfo-mpo.gc.ca](mailto:Chad.Rudiak@dfo-mpo.gc.ca)

11.2 A notice or communication will be deemed to have been received:

- (a) the following business day if sent by facsimile or delivered in person;
- (b) three (3) business days after sending if sent by e-mail;
- (c) five (5) business days after the posting if sent by regular mail; or
- (d) when receipt has been acknowledged by the other Party if sent by courier or registered mail.

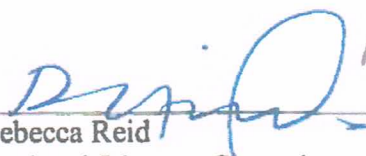
11.3 A Party may change its representative and contact information by giving written notice of the change to the other Party.

11.4 The Fraser Salmon Management Council will notify DFO when it is no longer acting for or on behalf of a Fraser Salmon Management Council Signatory Nation by sending a notice, in writing, to that effect to DFO.

## 12. EXECUTION

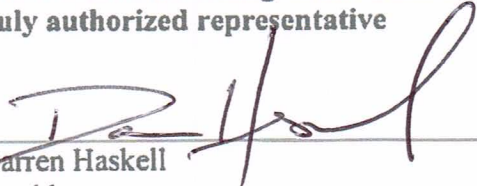
Signed on behalf of:

**Fisheries and Oceans Canada**

  
Rebecca Reid  
Regional Director General  
Pacific Region

AUG 26 2016

**Fraser Salmon Management Council, by its  
duly authorized representative**

  
Darren Haskell  
President  
Fraser Salmon Management Council

## **Definitions:**

In this Agreement:

**“DFO”** means Fisheries and Oceans Canada.

**“Framework Agreement”** means this Nesika Oakut (“Our Own Way”) A Framework Agreement to Guide the Negotiations for Managing Fraser River Salmon between Fisheries and Oceans Canada and the Fraser Salmon Management Council.

**“Fraser River Aboriginal Fisheries Secretariat”** means the organization established via DFO’s Aboriginal Aquatic Resource and Oceans Management program and administered from time to time by the Nicola Tribal Association.

**“Fraser Salmon Management Council”** means a formal governance body of member First Nations, as listed in Schedule A of this Agreement and amended from time to time.

**“Fraser Salmon Management Council Signatory Nation”** means a First Nation listed in Annex (A) of this Framework Agreement.

**“Letter of Understanding (LOU)”** means the Letter of Understanding for the Development of Fraser River Salmon Management Processes and Agreements effective on March 20, 2012.

**“Nesika Oakut”** means “Our Own Way” in the Chinook language commonly used for trade in the Pacific Northwest during 1850-1910.

**“Parties”** means the Fraser Salmon Management Council and Fisheries and Oceans Canada and **“Party”** means either one of them.<sup>1</sup>

**“Wild Salmon Policy”** means Canada's Policy for Conservation of Wild Pacific Salmon (2005)



## **ANNEX A: First Nations Members of the Fraser Salmon Management Council (FSMC)**

<b>Fraser Salmon Management Council Member Nations</b>
Adams Lake,
Bonaparte,
Burns Lake,
Campbell River,
Canim Lake,
Canoe Creek,
Cape Mudge,
Chawathil,
Cheam,
Coldwater,
Cook's Ferry,
Cowichan Tribes,
Ditidaht,
Ehattesaht Chinehkint,
Esketemc,
Halalt,
High Bar,



Fraser Salmon Management Council Member Nations
Katzie,
Kwantlen,
Kwaw Kwaw Apilt,
Lheidli T'enneh,
Lhtako Dene,
Little Shuswap,
Lower Similkameen,
Lyackson,
Nak'azdli Whut'en,
Namgis,
Nazko,
Neskonlith,
Nicomen,
Nooaitch,
Nuchatluht,
Okanagan,
Osoyoos,
Penelakut,

Fraser Salmon Management Council Member Nations
Penticton,
Quatsino
Saik'uz,
Seabird Island,
Seton Lake,
Shackan,
Shuswap IB,
Shxw'owhamel,
Shxwa:y Village,
Simpcw,
Siska,
Skawahlook,
Skeetchestn,
Skowkale,
Soda Creek,
Soowahlie,
Splatsin,
Stellat'en,

<b>Fraser Salmon Management Council Member Nations</b>
Sumas,
T'it'qet,
Tk'emlups,
Tl'azt'en,
Tsawwassen,
Tzeachten,
Upper Nicola,
Westbank,
Wet'suwet'en,
Whispering Pines/Clinton,
Williams Lake,
Yale,
Yekooche,