



BRITISH  
COLUMBIA



Canada

**Northern Secwepemc te Qelmucw  
Treaty Negotiations**

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# **AGREEMENT-IN-PRINCIPLE IMPLEMENTATION CHAPTER**

**Public Release Chapter  
February 25, 2004**

This document is tabled for discussion purposes only. It is not necessarily representative of the position any Party may take in Final Agreement negotiations, it contains no admissions and is subject to change. It is without prejudice and will not be tendered or relied upon in any court proceedings.

## IMPLEMENTATION

### BACKGROUND

Canada, British Columbia and the Cariboo Tribal Council are engaged in treaty negotiations in the British Columbia Treaty Commission process. Our treaty negotiations include public consultation and internal review of documents jointly drafted by the three Parties.

This document is part of a group of chapters which will form the Agreement-in-Principle and will acquire greater context over time. It has not been finalized.

### OBJECTIVE

The Parties are releasing this document for public information. It is without prejudice to any Party and is subject to change.

For further information on the negotiations, please contact any of the following people:

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## IMPLEMENTATION

### GENERAL

1. The Parties will, prior to the initialing of the Final Agreement, conclude an implementation plan that will take effect on the effective date of the Final Agreement and have a term of 10 years.

### IMPLEMENTATION PLAN

2. The implementation plan will:
  - a. identify the obligations in the Final Agreement, the activities to be undertaken to fulfill these obligations, the responsible Party(s) and the timelines, including when the activities will be completed;
  - b. specify how the implementation plan may be amended;
  - c. specify how the implementation plan may be renewed or extended; and
  - d. address other matters agreed to by the Parties.
3. The implementation plan will not:
  - a. form part of the Final Agreement;
  - b. be a treaty or land claims agreement;
  - c. recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
  - d. create legal obligations;
  - e. alter any rights or obligations set out in the Final Agreement;
  - f. preclude any Party from asserting that rights or obligations exist under the Final Agreement even though

Drafting conventions:

Language drafted by:	NStQ	<b>British Columbia</b>	<b>Canada</b>
Proposed deletion:	NStQ [-]	British Columbia (-)	Canada {-}
New drafting:	<u>addition</u>	<del>deletion</del>	

- they are not referred to in the implementation plan; and
- g. be used to interpret the Final Agreement.

**IMPLEMENTATION WORKING GROUP (for AIP only - to be removed in Final Agreement)**

4. The Parties agree to establish a tripartite implementation working group during or before Final Agreement negotiations which will:
- a. be responsible for the development of an implementation plan prior to the initialing of the Final Agreement; and
- b. be responsible for the development of a list of activities that the Parties must complete by the effective date of the Final Agreement.

**IMPLEMENTATION COMMITTEE**

5. On the effective date of the Final Agreement, the Parties will establish a tripartite implementation committee. The implementation committee will have a term of 10 years which may be renewed or extended upon agreement by the Parties.
6. The Parties will each appoint one member as their representative to the implementation committee.
7. The implementation committee will:
- a. establish its own procedures and operating guidelines;
- b. develop a communications strategy in respect of the implementation and content of the Final Agreement;
- c. provide a forum for the Parties to discuss the implementation of the Final Agreement;
- d. provide for the preparation of annual reports on the implementation of the Final Agreement; and
- e. prior to the expiry of the implementation plan, advise the Parties on the further implementation of the Final Agreement and recommend whether the implementation

plan should be renewed or extended.

**OUTSTANDING ISSUES:**

- Implementation funding will be addressed in the Fiscal Relations Chapter.
- Prior to Agreement in Principle, NStQ and Canada will negotiate and try to reach agreement on a measure in respect of NStQ capacity building and training needs in order to successfully implement the Final Agreement.

**LINKAGES:**

**General Provisions for Other Rights, Benefits and Programs**

Prepared by Canada

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Language drafted by:

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