



Canada

Ktunaxa Kinbasket Treaty Council

Ktunaxa Kinbasket Treaty Council Treaty Negotiations

GOVERNANCE

April 4, 2003
Public Information Document

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GOVERNANCE	
<p>DEFINITIONS:</p> <p>“Final Agreement” “[Ktunaxa Citizen]” “[Ktunaxa Government]” “[Ktunaxa Constitution]” “[Ktunaxa Nation]” “[Ktunaxa Public Institutions]” “[Ktunaxa Lands]” “[Treaty Participant]” “[Intellectual Property]”</p> <p>KTUNAXA GOVERNMENT STATUS</p> <ol style="list-style-type: none">1. The [Ktunaxa Nation] is a legal entity with the capacity, rights, powers and privileges of a natural person, which include but are not limited to the ability to:<ol style="list-style-type: none">a) enter into contracts and agreements;b) acquire and hold property or an interest in property, and sell or otherwise dispose of that property or interest;c) raise, spend, invest, or borrow money;d) sue and be sued; ande) do other things ancillary to the exercise of its rights, powers and privileges.2. The [Ktunaxa Nation] will act through the [Ktunaxa Government] in exercising its capacity, rights, powers, and privileges and in carrying out its duties, functions, and obligations.3. The [Ktunaxa Government] will act in accordance with the Final Agreement [<i>and any other agreement among the Parties</i>], the [Ktunaxa Constitution] and Ktunaxa laws.	<p>The mechanism of delivery of the First Nation’s governance authority and the constitutional protection of matters negotiated will be addressed prior to the conclusion of the Agreement-in-Principle.</p>

- Legal status of each level of [Ktunaxa Government] (Formal structures for information sharing and discussions, dispute avoidance and coordination of policies and laws, and joint decision making.)

KTUNAXA CONSTITUTION

4. The [Ktunaxa Nation] will have a [Ktunaxa Constitution], consistent with the Final Agreement [***and any other agreement among the Parties***], which will provide:
 - a) for the [Ktunaxa Government], including its composition, membership and duties;
 - b) [that the Final Agreement ***and any other agreement among the Parties*** sets out] the authority of the [Ktunaxa Government] to make laws;
 - c) the process for the enactment of laws by the [Ktunaxa Government];
 - d) for challenging the validity of Ktunaxa laws;
 - e) for the structure of the [Ktunaxa Government] and its legislative, executive and judicial functions;
 - f) for the [Ktunaxa Government] to establish [Ktunaxa Public Institutions], including their membership and duties;
 - g) for the amendment of the [Ktunaxa Constitution];
 - h) [that in the event of an inconsistency or conflict between the [Ktunaxa Constitution] and the provisions of any Ktunaxa law, the Ktunaxa law is, to the extent of the inconsistency or conflict, of no force or effect;]
 - i) for a system of financial administration [comparable to/that meets or exceeds]

Subject to internal
KKTC discussions.

<p>standards generally accepted [for governments in Canada/by [Ktunaxa Citizens]], through which the [Ktunaxa Government] will be financially accountable to [Ktunaxa Citizens];</p> <p>j) for conflict of interest rules that [are comparable to/meet or exceed] standards generally accepted [for governments in Canada/by [Ktunaxa Citizens]];</p> <p>k) that every [Treaty Participant] who is a Canadian citizen or permanent resident of Canada is entitled to be a [Ktunaxa Citizen];</p> <p>l) subject to paragraph (k), for the [Ktunaxa Government] to determine [Ktunaxa Citizenship];</p> <p>m) that the [Ktunaxa Government] be inclusive, open, transparent, representative and [politically/democratically] accountable to [Ktunaxa Citizens];</p> <p>n) for an interim [Ktunaxa Government] during the transition period from the Effective Date until the establishment of the first [Ktunaxa Government] under the [Ktunaxa Constitution];</p> <p>o) for conditions under which the [Ktunaxa Government] may dispose of lands or interests in lands;</p> <p>p) for the recognition and protection of the rights and freedoms of [Ktunaxa Citizens]; and</p> <p>q) for other provisions as required.</p> <p>5. [The [Ktunaxa Nation] will ratify the [Ktunaxa Constitution].]</p> <p>6. The [Ktunaxa Constitution] will be ratified at the same time as the Final Agreement [and any other agreement among the Parties].</p>	<p>Further discussion required. The means of ratification are subject to internal Ktunaxa governance work and negotiations among the parties.</p>
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7. The [Ktunaxa Constitution], once ratified, will come into force on the Effective Date of the Final Agreement.

GOVERNMENT STRUCTURE

- (The structure of the [Ktunaxa Government] is subject to internal Ktunaxa work and negotiations among the Parties.)
8. The [Ktunaxa Government] will exercise legislative, executive, administrative, and judicial functions as set out in the Final Agreement [***and any other agreement among the Parties***].
9. The [Ktunaxa Government] will be composed of distinct legislative, executive and judicial branches as set out in the Final Agreement [***and any other agreement among the Parties***].

APPEAL AND REVIEW OF ADMINISTRATIVE DECISIONS

10. The [Ktunaxa Government] will establish processes for the review of administrative decisions made by the [Ktunaxa Government] or [Ktunaxa Public Institutions].
11. The Supreme Court of British Columbia will have jurisdiction to hear appeals of administrative decisions of the [Ktunaxa Government] or [Ktunaxa Public Institutions] that are not satisfactorily resolved under the processes referred to in section 10.

RELATIONS WITH INDIVIDUALS WHO ARE NOT [KTUNAXA CITIZENS]

INTERGOVERNMENTAL RELATIONS

LEGISLATIVE JURISDICTION AND AUTHORITY

<p>REGISTER OF LAWS</p> <p>ABORIGINAL HEALERS</p> <p>GOVERNMENT LIABILITY</p> <p>TRANSITION FROM INDIAN ACT</p> <p>LINKAGES Lands Cultural Resources</p>	
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