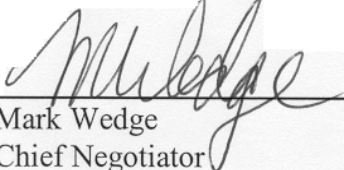



## **Carcross/Tagish First Nation Self-Government Financial Transfer Agreement**

The negotiators for the Parties have concluded the negotiation of the Carcross/Tagish First Nation Self-Government Financial Transfer Agreement and intend to recommend the Agreement to their principals for approval. The Agreement is identified on each page by the footer "INITIALED October 30, 2003".

Dated October 30, 2003 at Carcross, Yukon.

  
\_\_\_\_\_  
Mark Wedge  
Chief Negotiator  
Carcross/Tagish First Nation

(BWS)

  
\_\_\_\_\_  
Alexandre Martel  
Assistant Implementation Negotiator  
Government of Canada



**CARCROSS/TAGISH FIRST NATION  
SELF-GOVERNMENT  
FINANCIAL TRANSFER AGREEMENT**

[ enter date of agreement ]

**CARCROSS/TAGISH FIRST NATION SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT**

**CARCROSS/TAGISH FIRST NATION  
SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT**

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CARCROSS/TAGISH FIRST NATION SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT

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**CARCROSS/TAGISH FIRST NATION  
SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2003.

**BETWEEN:**

**The Government of Canada** represented herein by the Minister of Indian Affairs and Northern Development, (hereinafter called “Canada”)

**AND:**

**The Carcross/Tagish First Nation** represented herein by the Khà Shâde Héni and Executive Council of the Carcross/Tagish First Nation, (hereinafter called the “First Nation”)

**WHEREAS:**

- A. The Carcross/Tagish First Nation Self-Government Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2003 provides for a self-government financial transfer agreement between Canada and the First Nation; and
- B. The *Yukon First Nations Self-Government Act* (Canada) gives effect to the Carcross/Tagish First Nation Self-Government Agreement;

**NOW THEREFORE**, in consideration of the promises and agreements set out herein, the parties agree as follows:

**1.0 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Self-Government Financial Transfer Agreement, the following definitions shall apply:

“**Accessed Programs and Services**” means programs or services in respect of which the First Nation has assumed responsibility pursuant to a Programs and Services Transfer Agreement;

“**Agreement**” means this Self-Government Financial Transfer Agreement including the articles, annexes, table and schedules;

“**Annual Fiscal Plan**” means the plan provided by Canada to the First Nation under article 12.1 of this Agreement;

“**Annual Formula Grant**” for any Fiscal Year means the amount payable by Canada to the First Nation in respect of that Fiscal Year under this Agreement;

“**Annual Index of Price Change**” has the meaning assigned in Annex A of this Agreement;

“**Annual Price Adjustor**” has the meaning assigned in Annex A of this Agreement;

“**Base Funding**” has the meaning assigned in Annex A of this Agreement;

“**Designated Representative**” means for Canada, the person named by the Minister, and for the First Nation, the person named by the Khà Shâde Héni and the Executive Council, to represent Canada or the First Nation, as the case may be, on the Senior Financial Arrangements Committee;

“**Effective Date**” means the date on which the Self-Government Agreement is brought into effect pursuant to the *Yukon First Nations Self-Government Act* (Canada);

“**Eligible Revenue**” has the meaning assigned in Annex B of this Agreement;

“**Eligible Revenue Offset**” has the meaning assigned in Annex B of this Agreement;

“**FDDIPI**” means the *Canada Final Domestic Demand Implicit Price Index*, series D15613, published regularly by Statistics Canada in matrix 6544: Implicit Price Index, Gross Domestic Product, or any successor publication;

“**Final Agreement**” means the Carcross/Tagish First Nation Final Agreement, dated the \_\_\_th day of \_\_\_\_\_, 200\_\_\_, being an agreement among Canada, the First Nation and the Yukon;

“**Final Agreement Implementation Plan**” or “**FAIP**” means the Carcross/Tagish First Nation Final Agreement Implementation Plan, dated the \_\_\_th day of \_\_\_\_\_, 200\_\_\_, being an agreement among Canada, the First Nation and Yukon, regarding the implementation of the Final Agreement;

“**Final Price Data**” has the meaning assigned in Annex A of this Agreement;

“**Fiscal Year**” means a twelve month period beginning on and including April 1 of a year, and ending on and including March 31 of the immediately following calendar year;

“**Fiscal Year of this Agreement**” means a Fiscal Year the whole or a part of which is during the term of this Agreement;

“**Formula Gross Expenditure Base**” has the meaning assigned in Annex A of this Agreement;



**“Initial Programs and Services Transfer Agreement”** means the Programs and Services Transfer Agreement between the Parties dated the \_\_\_\_ day of \_\_\_\_\_, 2003;

**“Interim Price Data”** has the meaning assigned in Annex A of this Agreement;

**“Minister”** means the Minister of Indian Affairs and Northern Development of Canada;

**“On-Going Funding”** has the meaning assigned in Annex A of this Agreement;

**“Own Source Revenue”** has the meaning assigned in Annex B of this Agreement;

**“Own Source Revenue Report”** has the meaning assigned in Annex B of this Agreement;

**“Parties”** means Canada and the First Nation and **“Party”** means either of them as the context may require;

**“Programs and Services Transfer Agreement”** or **“PSTA”** means any agreement providing for the assumption of responsibilities by the First Nation and the transfer of resources to the First Nation for programs and services, made pursuant to 17.0 of the Self-Government Agreement;

**“Self-Government Agreement”** means the Carcross/Tagish First Nation Self-Government Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2003, being an agreement among Canada, the First Nation and Yukon, regarding government for and by the First Nation, as amended from time to time;

**“Self-Government Agreement Implementation Plan”** or **“SGAIP”** means the Self-Government Agreement Implementation Plan dated the \_\_\_\_ day of \_\_\_\_\_, 2003, being an agreement among Canada, the First Nation and the Government of Yukon, regarding implementation of the Self-Government Agreement, as amended from time to time;

**“Specified Period Funding”** has the meaning assigned in Annex A of this Agreement;

**“Source Agreement”** has the meaning assigned in Annex A of this Agreement;

**“Supplemental Report”** means the report provided to the First Nation by Canada with respect to Final Price Data under article 12.3 of this Agreement;

**“Yukon Accessed Programs and Services”** means programs or services in respect of which the First Nation has assumed responsibility from the Government of Yukon pursuant to a Programs and Services Transfer Agreement;

“Yukon Programs and Services Transfer Agreement respecting Mines and Minerals Administration and Forest and Land Management” means the Programs and Services Transfer Agreement among the First Nation, Yukon and Canada dated the \_\_\_\_ day of \_\_\_\_\_, 2003; and ]

“Yukon” means the Government of Yukon.

- 1.2 This Agreement shall be interpreted according to the *Interpretation Act* (Canada) with such modifications as the circumstances require.
- 1.3 Capitalized words or phrases shall have the meaning as defined in this Agreement.
- 1.4 Where there is any inconsistency or conflict between the provisions of this Agreement and the provisions of the Self-Government Agreement, the provisions of the Self-Government Agreement shall prevail to the extent of the inconsistency or conflict.
- 1.5 Where there is any inconsistency or conflict between the provisions of this Agreement and the provisions of the Self-Government Agreement Implementation Plan, the provisions of this Agreement shall prevail to the extent of the inconsistency or conflict.
- 1.6 All dollar amounts provided for in this Agreement shall be rounded up to the nearest dollar.
- 1.7 All collection, maintenance, sharing or disclosure of information required by this Agreement shall be done in a manner that ensures the confidentiality of that information in accordance with applicable federal, territorial, and First Nation laws.

## 2.0 PURPOSE AND TERM OF THIS AGREEMENT

- 2.1 This Agreement sets out, in respect of the term of this Agreement:
  - 2.1.1 the amount of funding to be provided by Canada to the First Nation in fulfilment of Canada’s obligations to provide funding pursuant to the Self-Government Agreement, the Self-Government Agreement Implementation Plan, the Final Agreement Implementation Plan, and Programs and Services Transfer Agreements;
  - 2.1.2 the terms and conditions under which such funding shall be paid by Canada to the First Nation; and

- 2.1.3 the terms and conditions under which assistance pursuant to section 20.7.1 of the Final Agreement shall be paid by Canada to the First Nation.
- 2.2 Subject to section 16.12 and 16.13 of the Self-Government Agreement and article 14.7 of this Agreement, the term of this Agreement shall begin on the Effective Date and end on March 31, 2009.
- 2.3 For greater certainty, the first Fiscal Year of this Agreement is the period beginning on the Effective Date and ending on the following March 31.

### **3.0 PAYMENTS TO THE FIRST NATION**

- 3.1 Subject to the terms and conditions set out in this Agreement, Canada shall pay to the First Nation an Annual Formula Grant in respect of each Fiscal Year of this Agreement.
- 3.2 The Annual Formula Grant for a Fiscal Year shall be equal to the greater of:
- 3.2.1 the Formula Gross Expenditure Base for a Fiscal Year, calculated in accordance with Annex A of this Agreement, less the Eligible Revenue Offset for that Fiscal Year, calculated in accordance with Annex B of this Agreement; and
- 3.2.2 zero dollars.
- 3.3 Subject to article 3.4 of this Agreement, Canada shall pay the Annual Formula Grant for each Fiscal Year by way of bi-monthly installments as follows:

<b>Payment Month</b>	<b>Percentage Distribution</b>
April	50
June	10
August	10
October	10
December	10
February	10

- 3.4 Subject to article 5.3 of Annex A, bi-monthly installments of the Annual Formula Grant shall be due to the First Nation and shall be paid by Canada on or before the 10<sup>th</sup> working day of April and the 1<sup>st</sup> working day of June, August, October, December and February.
- 3.5 If the Effective Date is other than April 1, Canada shall pay the Annual Formula Grant for the first Fiscal Year by way of installments as follows:

- 3.5.1 an initial installment due on or before the 10<sup>th</sup> working day following the Effective Date in an amount equal to the sum of the percentages specified in article 3.3 of this Agreement for the months from April to and including the month of the Effective Date; and
- 3.5.2 subsequent bi-monthly installments, if any, as set out in article 3.3 of this Agreement.
- 3.6 The First Nation may request that Canada's Designated Representative approve the modification of the distribution of bi-monthly installments set out in articles 3.3 and 3.4 of this Agreement for a Fiscal Year, in order to meet the operational requirements for service delivery by the First Nation.
- 3.7 In addition to the Annual Formula Grant, Canada shall pay such amounts as are required to be paid pursuant to section 20.7.1 of the Final Agreement for property tax assistance in the manner and upon the terms and conditions set out in Annex C of this Agreement.
- 3.8 Funding under this Agreement is subject to the appropriation of funds by Parliament.

#### **4.0 ADJUSTMENTS TO THE ANNUAL FORMULA GRANT**

- 4.1 If an increase to the Annual Formula Grant is necessary as a result of an addition to Base Funding as described in section 3.0 of Annex A of this Agreement, such increased amount, prorated in accordance with section 5.0 of Annex A, shall be divided equally among the remaining bi-monthly installments for that Fiscal Year unless otherwise specified in the Source Agreement or otherwise agreed by the Designated Representatives.
- 4.2 If an adjustment to the Annual Formula Grant is required after the start of a Fiscal Year as a result of the processes described in articles 12.2, 12.3 or 12.4 of this Agreement, or if the Parties agree in writing to otherwise adjust the Annual Formula Grant, such adjustment shall be made in accordance with article 4.4 of this Agreement.
- 4.3 If an adjustment referred to in article 4.2 of this Agreement relates to the Annual Formula Grant for a Fiscal Year prior to the Fiscal Year in which the error is discovered or in which the adjustment is agreed (for the purposes of this article referred to as the Current Fiscal Year), the adjustment shall, unless the Parties otherwise agree, be treated as though it were an adjustment to the Annual Formula Grant of the Current Fiscal Year.

- 4.4 Unless the Designated Representatives agree otherwise, any adjustment contemplated in article 4.2 of this Agreement, shall be divided equally among the remaining bi-monthly installments for that Fiscal Year, provided that if the adjustment results in an obligation by the First Nation to repay to Canada an amount greater than \$1000.00, the First Nation may elect that the adjustment be subtracted from the first installment of the next Fiscal Year.
- 4.5 Any election pursuant to article 4.4 of this Agreement shall be made in writing by the First Nation's Designated Representative to Canada's Designated Representative within 15 days after receiving notification of the error. Provided the election is received at least 15 days prior to payment of the next installment, Canada shall pay that installment in compliance with the election; otherwise, any corrections required to that installment to comply with the election shall be made with the next following installment.
- 4.6 Subject to article 4.2 of this Agreement, once an Annual Index of Price Change has been calculated using Final Price Data, the resulting Annual Price Adjustor for a Fiscal Year shall be final and shall not be subject to revision, unless otherwise agreed by the Parties. For greater certainty, subsequent revisions, re-basing or any other changes to FDDIPI figures with respect to Final Price Data for Fiscal Years of this Agreement shall not result in adjustments to the Annual Price Adjustor for previous Fiscal Years.

## **5.0 PROGRAMS AND SERVICES TRANSFER AGREEMENTS**

- 5.1 If, during the term of this Agreement, Canada and the First Nation enter into a new Programs and Services Transfer Agreement, Table 1 of Annex A shall be amended to reflect the funding required to be provided to the First Nation pursuant to the new Programs and Services Transfer Agreement.
- 5.2 A copy of the Initial Programs and Services Transfer Agreement, the Yukon Programs and Services Transfer Agreement respecting Mines and Minerals Administration and Forest and Land Management and a copy of any new Programs and Services Transfer Agreements concluded between the Parties during the term of this Agreement, shall be attached to this Agreement for information and convenience only.

## **6.0 NEW OR ENHANCED PROGRAMS OR SERVICES**

- 6.1 The First Nation shall be eligible to receive services or funding under new or enhanced programs which may be introduced by Canada and which would otherwise be available to the First Nation under the program criteria had it not assumed responsibility for that program area.

## **7.0 UNFORSEEN EVENTS**

7.1 Funding in addition to the Annual Formula Grant may be requested by the First Nation to assist the First Nation to pay significant unforeseen costs that it is unable to absorb financially, and for which no other source of funding is available, arising in the following circumstances:

7.1.1 natural disasters on Settlement Lands;

7.1.2 new initiatives created by Canada that place new responsibilities on the First Nation; or

7.1.3 unforeseen events, which are beyond the power of the First Nation to control, that create new and unexpected responsibilities for the First Nation.

7.2 A request described in article 7.1 of this Agreement may be made by sending a written submission to Canada's Designated Representative and all such requests are subject to the appropriate approvals by Canada.

## **8.0 CONDITIONS OF FUNDING**

8.1 Funding under this Agreement shall be provided by Canada to the First Nation on an unconditional basis except as provided in articles 3.8, 8.2 and 16.0 of this Agreement.

8.2 Funding under this Agreement is subject to the First Nation being in compliance with:

8.2.1 all of its obligations under this Agreement;

8.2.2 all of its obligations under each Programs and Services Transfer Agreement with respect to the delivery of a program or a service by the First Nation; and

8.2.3 section 22.1 of the Self-Government Agreement.

## **9.0 REMEDIES FOR BREACH**

9.1 If Canada considers that the First Nation is in breach of or is about to breach any of the conditions listed in article 8.2 of this Agreement, Canada shall notify the First Nation in writing of the breach or anticipated breach. If the First Nation considers that Canada is in breach of or about to breach any of its obligations under this Agreement, the First Nation shall notify Canada in writing of the breach or anticipated breach.

- 9.2 Any Party receiving a notice of breach shall, within 30 days of the receipt of the notice, remedy the breach described in the notice and advise the other Party in writing of the remedial action taken or respond in writing to the notice of breach.
- 9.3 If either Party is not satisfied with the results of the process provided for in articles 9.1 and 9.2 of this Agreement, that Party may refer the matter to mediation pursuant to section 26.4.0 of the Final Agreement.
- 9.4 If the process described in articles 9.1, 9.2 and 9.3 is not successful in resolving a dispute where Canada has given the notice of breach to the First Nation, the Minister may, with the approval of the Governor-in-Council, hold back from the amounts otherwise payable to the First Nation under this Agreement such amounts as may correspond to the breach as are specified by the Governor-in-Council.
- 9.5 If, pursuant to article 9.4 of this Agreement, Canada holds back amounts otherwise payable to the First Nation, the dispute shall be referred to mediation pursuant to 26.4.0 of the Final Agreement and the mediation hearing shall be held no later than 30 business days after the first day on which the Minister holds back from the amounts otherwise payable to the First Nation.
- 9.6 Except as provided in article 9.4 of this Agreement, if Canada fails to pay an installment when due in accordance with article 3.4 of this Agreement such installment shall bear interest at the same rate as that prescribed by section 4301(b) of the *Income Tax Regulations* (Canada), until paid.

#### **10.0 SENIOR FINANCIAL ARRANGEMENTS COMMITTEE**

- 10.1 A Senior Financial Arrangements Committee shall be established consisting of Designated Representatives of Canada and the First Nation. Each Party shall advise the other Party of its Designated Representative in writing.
- 10.2 The Senior Financial Arrangements Committee shall meet to review issues arising from the operation of this Agreement, at such times and locations as may be agreed by the Designated Representatives. Meetings of the Committee may take place by telephone conference call.
- 10.3 With the agreement of the Designated Representatives, Yukon may be invited to be represented at a meeting of the Senior Financial Arrangements Committee.
- 10.4 With the agreement of the Designated Representatives, the Senior Financial Arrangements Committee may meet jointly with similar bodies established under self-government financial transfer agreements between Canada and other Yukon First Nations.

## **11.0 FINANCIAL CONTROLS**

- 11.1 The First Nation shall ensure that financial and program management controls, consistent with the principles of responsible government, are in effect with respect to the spending of First Nation funds whether spent by the First Nation or by any other entity to which the First Nation has delegated authority to deliver programs and services on its behalf.
- 11.2 The obligation of the First Nation described in article 11.1 of this Agreement shall not be considered “obligations under this Agreement” for the purposes of article 8.2.1 of this Agreement. However, any question relating to whether the obligation described in article 11.1 of this Agreement is being met may be referred by Canada to the Senior Financial Arrangements Committee.

## **12.0 ANNUAL FISCAL PLAN AND INFORMATION EXCHANGE**

- 12.1 For the first Fiscal Year of this Agreement, Canada shall prepare and provide to the First Nation, as soon as practicable prior to the Effective Date, an Annual Fiscal Plan advising the First Nation of the Annual Formula Grant, including the installment schedule in accordance with article 3.3 of this Agreement, calculated using Final Price Data if available and otherwise using Interim Price Data, setting out the data and calculations used to compute the Annual Formula Grant and including, if possible, forecasts of such data and calculations.
- 12.1.1 The First Nation shall, no later than 30 days after receiving the Annual Fiscal Plan, advise Canada in writing of any errors in the data or calculations used by Canada in determining the Annual Formula Grant.
- 12.1.2 If the First Nation advises Canada of an error, the Designated Representatives of the Parties shall meet, as soon as practicable thereafter and no later than 15 days after such notification, to discuss the issue and to determine what corrections, if any, should be made to the Annual Formula Grant, and failing agreement, the issue shall be referred to dispute resolution pursuant to article 15.2 of this Agreement.
- 12.1.3 If an issue is not resolved under article 12.1.2 of this Agreement prior to the Effective Date, Canada shall pay installments to the First Nation in accordance with its calculations as set out in the Annual Fiscal Plan and any adjustment to the Annual Formula Grant resulting from the resolution of the issue shall be made in accordance with article 4.0 of this Agreement.
- 12.1.4 If the Annual Formula Grant is calculated using Interim Price Data, then Canada shall prepare and provide to the First Nation, on or before the Effective Date, a



Supplemental Report in accordance with article 12.3 of this Agreement and the sub-articles thereunder.

- 12.2 For each Fiscal Year of this Agreement other than the first Fiscal Year, Canada shall prepare and provide to the First Nation, at least 90 days prior to the commencement of the Fiscal Year, an Annual Fiscal Plan advising the First Nation of the Annual Formula Grant, including the installment schedule in accordance with article 3.3 of this Agreement, calculated using Interim Price Data, setting out the data and calculations used to compute the Annual Formula Grant and including, if possible, forecasts of such data and calculations.
- 12.2.1 The First Nation shall, no later than 60 days prior to the commencement of that Fiscal Year, advise Canada in writing of any errors in the data or calculations used by Canada in determining the Annual Formula Grant in the Annual Fiscal Plan.
- 12.2.2 If the First Nation advises Canada of an error, the Designated Representatives of the Parties shall meet, as soon as practicable thereafter and no later than 30 days prior to the new Fiscal Year, to discuss the issue and to determine what corrections, if any, should be made to the Annual Formula Grant, and failing agreement, the issue shall be referred to dispute resolution pursuant to article 15.2 of this Agreement.
- 12.2.3 If an issue is not resolved under article 12.2.2 of this Agreement prior to the start of a Fiscal Year, Canada shall pay installments to the First Nation in accordance with the original Annual Fiscal Plan prepared by Canada and any adjustment to the Annual Formula Grant resulting from the resolution of the issue shall be made in accordance with article 4.0 of this Agreement.
- 12.3 For each Fiscal Year of this Agreement other than the first Fiscal Year (unless required by article 12.1.4 of this Agreement), Canada shall prepare and provide to the First Nation, on or before the commencement of the Fiscal Year, a Supplemental Report advising the First Nation of the Final Price Data for the Fiscal Year and indicating any resultant changes to the Annual Price Adjustor and explaining the impact of any such change on the Annual Formula Grant for the Fiscal Year. Any adjustment to the Annual Formula Grant shall be made in accordance with article 4.0 of this Agreement.
- 12.3.1 The First Nation shall, no later than 30 days after receiving the Supplemental Report, advise Canada in writing of any errors in the data or calculations used by Canada in adjusting the Annual Formula Grant for any difference between the Interim Price Data and the Final Price Data.

- 12.3.2 If the First Nation advises Canada of an error, the Designated Representatives of the Parties shall meet, as soon as practicable thereafter and no later than 15 days after such notification, to discuss the issue and to determine what corrections, if any, should be made to the Annual Formula Grant as a result of the Final Price Data, and failing agreement, the issue shall be referred to dispute resolution pursuant to article 15.2 of this Agreement.
- 12.3.3 If an issue is not resolved under article 12.3.2 of this Agreement prior to payment of the June installment, Canada shall pay installments to the First Nation in accordance with its calculations as set out in the Supplemental Report and any adjustment to the Annual Formula Grant resulting from the resolution of the issue shall be made in accordance with article 4.0 of this Agreement.
- 12.4 Notwithstanding completion of the processes described in articles 12.1, 12.2 and 12.3 of this Agreement, if either Party, at any time during the term of this Agreement, discovers an error in the dollar values, adjustors, other parameters, formulae, or computation methods used in computing the Annual Formula Grant, the Parties, through their Designated Representatives, shall make every reasonable effort to reach agreement respecting correction of the error, and failing agreement shall refer the matter to dispute resolution pursuant to article 15.2 of this Agreement.
- 12.5 The form of the Annual Fiscal Plan and the Supplemental Report shall be as attached in Appendix 1 to this Agreement, as agreed by the Senior Financial Arrangements Committee from time to time.
- 12.6 The First Nation shall, no later than 180 days following the end of its Fiscal Year, provide Canada with:
- 12.6.1 a copy of its audited financial statements for that Fiscal Year; and
- 12.6.2 a copy of its Own Source Revenue Report for that Fiscal Year.
- 12.7 If requested by Canada's Designated Representative, the First Nation shall, within a reasonable time, provide Canada with copies of any reports on programs and services delivered by the First Nation it may have prepared for public distribution outside its government decision-making processes.
- 12.8 If requested by the First Nation's Designated Representative, Canada shall, within a reasonable time, provide the First Nation with copies of any public reports it may have prepared which may be relevant to this Agreement.
- 12.9 The Parties shall collect, maintain, share, and disclose, in a timely manner, information reasonably required for the purposes of implementation, monitoring, and renewal of this Agreement.

### **13.0 DEVELOPMENT OF STATISTICS**

- 13.1 Prior to the expiration of this Agreement, the First Nation shall endeavour to develop specific statistics, to be maintained by the First Nation, on programs and services delivered by the First Nation, including areas such as community health, social services, local services, education and housing.
- 13.2 Within two years of Effective Date, the Parties shall develop a First Nation database to calculate a three year moving average of an annual index of population change with respect to the citizens of the First Nation.
- 13.3 Based on the population database referred to in article 13.2 of this Agreement, the Parties shall endeavour to agree on:
- 13.3.1 a method of calculating the number of First Nation citizens; and
  - 13.3.2 procedures for reporting this data to Canada.
- 13.4 Once the Parties agree that the database referred to in article 13.2 of this Agreement is sufficiently developed to provide reliable and accurate data, and that the method and procedures referred to in article 13.3 of this Agreement have been agreed to, the Annual Population Adjustor for the Fiscal Years of this Agreement following the Fiscal Year during which such agreement is reached shall be the three year moving-average of the annual index of population change calculated from that database.
- 13.5 When the assessment of the impact of location conducted pursuant to 13.4 of the existing Yukon First Nation Self-Government Financial Transfer Agreements has been completed, the Parties will consider what recognition, if any, has been given to the impact in calculating the Base Funding in this Agreement.

### **14.0 REVIEW AND RENEWAL**

- 14.1 At a time agreed to by the Parties, but to begin no later than the first quarter of the year prior to the final year of this agreement, as set out in article 2.2 of this Agreement, the Parties agree to conduct a review relative to section 16 of the Self-Government Agreement and of issues relating to the operation of this agreement and to the fiscal relationship of the Parties, including but not limited to the following:
- 14.1.1 Formula Gross Expenditure Base, annual formula grants, Own Source Revenues, Eligible Revenue Offsets, accountability and related issues

- 14.1.2 the impact of significant institutional or constitutional changes applicable to Yukon, such as the devolution of powers to the Government of Yukon, on the operation of this agreement or on the fiscal relationship of the parties; and
- 14.1.3 other issues as may be agreed to by the Designated Representatives.
- 14.2 To the extent that other self-governing Yukon First Nations are in the process of reviewing aspects of the fiscal relationship among themselves, Canada and Yukon at the effective date of this Agreement, the First Nation may, at its discretion, become a participant in this review process.
- 14.3 Where Canada has concluded a self-government financial transfer agreement with another Yukon First Nation, Canada, at the request of the First Nation, shall enter into discussions for the purpose of negotiating a new self-government financial transfer agreement with the same terms and conditions as the self-government financial transfer agreement with the other Yukon First Nation Government.
- 14.4 The Parties shall endeavour to coordinate the review pursuant to article 14.0 of this Agreement with the review of the Self-Government Financial Transfer Agreements of other Yukon First Nations.
- 14.5 Yukon:
- 14.5.1 shall be invited to participate in the review referred to in article 14.1 of this Agreement;
- 14.5.2 shall be invited to participate in the review of any issues agreed between the Parties that relate to intergovernmental relations between Yukon, First Nations and Canada; and
- 14.5.3 may, by agreement of the Designated Representatives, be invited to participate fully or partially in the review of any other matters.
- 14.6 The Parties shall begin to negotiate a successor agreement to this Agreement prior to the beginning of Fiscal Year 2008 - 2009.
- 14.7 If a successor agreement to this Agreement is not in effect at the end of the term of this Agreement, the period of time during which the financing provisions of this Agreement shall continue pursuant to section 16.13 of the Self-Government Agreement shall be two years or such other period as the Parties may agree.

## **15.0 DISPUTE RESOLUTION**

- 15.1 Any dispute respecting this Agreement, other than a dispute concerning a breach or anticipated breach of this Agreement as addressed in articles 9.4 and 9.5 of this Agreement, shall be referred by the Parties to their Designated Representatives who shall make every reasonable effort to resolve the dispute by cooperation and agreement.
- 15.2 If the Designated Representatives are unable to resolve a dispute respecting this Agreement, within a reasonable time after being referred to them, either Party may refer the dispute to mediation under section 26.4.0 of the Final Agreement.

## **16.0 ACKNOWLEDGEMENT AND INDEMNIFICATION**

- 16.1 The First Nation shall save harmless and fully indemnify Canada, its officers, ministers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from:
- 16.1.1 any act, omission, or negligence of the First Nation arising in connection with this Agreement;
- 16.1.2 any breach of this Agreement by the First Nation unless such breach is a direct result of a breach by Canada of its obligations under this Agreement; and
- 16.1.3 any injury (including death) to persons, damage or loss to property, infringement of rights, or any claims, demands, or liabilities whatsoever that may arise directly or indirectly out of the performance or nonperformance (in whole or in part) of the First Nation's obligations under this Agreement;
- and such indemnification shall survive the termination or expiration of this Agreement.

## **17.0 AMENDMENTS AND SUBSEQUENT AGREEMENTS**

- 17.1 All amendments to this Agreement shall be made in writing and executed by both Parties.
- 17.2 Where this Agreement provides that the Parties or the Designated Representatives, acting alone or together, may agree to an application of a provision of this Agreement other than the application specified, such agreement of the Parties or Designated Representatives, as the case may be, shall be in writing.

**18.0 INVOLVEMENT OF PARLIAMENT**

18.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

**19.0 SIGNING OF THIS AGREEMENT**

19.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document, and the date of this Agreement shall be deemed to be the date on which the last Party signs.

CARCROSS/TAGISH FIRST NATION SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT

SIGNED at Carcross, Yukon, the \_\_\_\_ day of \_\_\_\_\_, 2003.

**Carcross/Tagish First Nation:**

**Witnesses:**

\_\_\_\_\_  
Andy Carvill - Khà Shâde Hénì  
Daklaweidi Clan

\_\_\_\_\_  
Mark Wedge  
Deisheetaan Clan

\_\_\_\_\_  
Dan Cresswell  
Ishkaahittan Clan

\_\_\_\_\_  
Bill Barrett Jr.  
Gaanaxtedi Clan

\_\_\_\_\_  
Art Johns  
Yan Yeidi Clan

\_\_\_\_\_  
Larry Barrett  
Kookhittaaan Clan

CARCROSS/TAGISH FIRST NATION SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT

**SIGNED** at Carcross, Yukon, the \_\_\_\_ day of \_\_\_\_\_, 2003.

**Her Majesty the Queen in Right of  
Canada:**

**Witnesses:**

\_\_\_\_\_  
The Honourable Robert D. Nault  
Minister of Indian Affairs  
and Northern Development

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ANNEX A  
CALCULATION OF THE FORMULA GROSS EXPENDITURE BASE**

**1.0 DEFINITIONS**

1.1 In this Annex A, the following definitions shall apply:

“**Annual Adjustor**” means a computation method specified in a Source Agreement for adjusting the Source Agreement Value specified in that Source Agreement over time;

“**Annual Index of Price Change**” means, for a calendar year, FDDIPI for that calendar year divided by FDDIPI for the immediately preceding calendar year, using Final Price Data;

“**Annual Price Adjustor**” means the three year average of the Annual Index of Price Changes for the three immediately preceding calendar years, calculated as the sum of the Annual Index of Price Change for the immediately preceding three calendar years divided by three, rounded to five decimal places, where the most recent of the three immediately preceding calendar years is the calendar year ending December 31 in the immediately preceding Fiscal Year;

“**Annual Population Adjustor**” means 1.03 for each Fiscal Year of this Agreement, until the database referred to in article 13.2 of this Agreement allows calculation of a different figure for subsequent Fiscal Years of this Agreement as provided in article 13.3 of this Agreement;

“**Annual Price and Population Adjustor**” means the product of the Annual Price Adjustor and the Annual Population Adjustor for the Fiscal Year;

“**Base Funding**” means the sum of On-Going Funding and Specified Period Funding;

“**Final Price Data**” means the data used to calculate the Annual Price Adjustor, the source of which shall be the first publication of the annual FDDIPI in the *National Economic and Financial Accounts, Quarterly Estimates (Fourth Quarter)*, or any successor publication, published by Statistics Canada for the calendar year ended before the beginning of the Fiscal Year for which the Annual Price Adjustor is being calculated;

“**Formula Gross Expenditure Base**” means the adjusted sum of On-Going Funding and Specified Period Funding payable by Canada to the First Nation for a Fiscal Year and is calculated in accordance with this Annex A;

“**Initial Value**” means for each source of Base Funding, the amount payable for the first Fiscal Year of this Agreement, and is calculated as the Source Agreement Value adjusted to the Fiscal Year ending March 31, 2005 in accordance with any Annual Adjustors specified in the Source Agreement;

“**Interim Price Data**” means an estimate of Final Price Data for the purpose of estimating the Annual Price Adjustor;

“**On-Going Funding**” means funding that is paid to the First Nation each year and not for a specified period, and for the term of this Agreement, is composed of funding from the sources listed in Table 1;

“**Source Agreement**” means the agreement giving rise to a source of Base Funding, or in respect of an addition to Base Funding, means the agreement or other document evidencing the agreement referred to in subsections 3.1.1 or 3.1.2 of this Annex A;

“**Source Agreement Value**” means the constant dollar amount set out in a Source Agreement prior to any adjustments; and

“**Specified Period Funding**” means funding that is paid to the First Nation over a limited period of time, and for the term of this Agreement, is composed of funding from the sources listed in Table 1.

## **2.0 COMPONENTS OF THE FORMULA GROSS EXPENDITURE BASE**

2.1 The Formula Gross Expenditure Base for a Fiscal Year is the sum of On-Going Funding and Specified Period Funding for a Fiscal Year, including any additions contemplated in section 3.0 of this Annex A, and after having applied the Annual Adjustors specified in section 4.0 of this Annex A for that Fiscal Year, and after making any partial year adjustments specified in section 5.0 of this Annex A.

2.2 Table 1 sets out the data required to calculate the Base Funding components of the Formula Gross Expenditure Base and, among other things, specifies the following:

2.2.1 the Source Agreement Value, Initial Value, and Annual Adjustors for each source of Base Funding;

2.2.2 the first Fiscal Year each source of Specified Period Funding is, or was, payable; and

2.2.3 the final Fiscal Year each source of Specified Period Funding is, or was, payable.

## **3.0 ADDITIONS TO BASE FUNDING**

3.1 Additions to Base Funding may result from the following:

- 3.1.1 the First Nation undertakes new responsibilities under a new Programs and Services Transfer Agreement; or
- 3.1.2 agreement of the Parties.
- 3.2 Any changes resulting from additions to Base Funding shall be reflected by appropriate amendments to Table 1.
- 3.3 Changes to the Annual Formula Grant installments resulting from additions to Base Funding shall be made in accordance with article 4.0 of this Agreement.
- 3.4 The Initial Value of an addition to Base Funding shall be the Source Agreement Value unless the Source Agreement specifies that the addition to Base Funding is to be adjusted between the time of agreement and the time of first payment, and specifies the method of adjustment, in which case the Initial Value shall be the Source Agreement Value with the specified adjustment.

#### **4.0 ANNUAL ADJUSTORS**

- 4.1 Base Funding, and additions to Base Funding made in accordance with section 3.0 of this Annex A, shall be adjusted annually if the Source Agreement specifies that an Annual Adjustor shall apply.
- 4.2 Unless specified in this section 4.0, or otherwise agreed by the Parties, amounts payable through this Agreement shall not be subject to an annual adjustment.
- 4.3 Nothing in this Agreement shall be interpreted as restricting the Parties from agreeing to other types of Annual Adjustors in new Programs and Services Transfer Agreements.
- 4.4 Annual adjustment of Base Funding, including additions, shall be cumulative and calculated as follows:
  - 4.4.1 for the second Fiscal Year, the amounts shall be the product of the Initial Values and the appropriate Annual Adjustor for that Fiscal Year; and
  - 4.4.2 for all subsequent Fiscal Years of this Agreement, the amounts shall be the product of the adjusted amount from the previous Fiscal Year and the appropriate Annual Adjustor for that Fiscal Year.

## 5.0 PARTIAL YEARS

- 5.1 Where the Effective Date is other than April 1<sup>st</sup>, the Formula Gross Expenditure Base otherwise payable for the first Fiscal Year of this Agreement shall be adjusted as follows:
- 5.1.1 all On-Going Funding payable pursuant to the Final Agreement Implementation Plan and the Self-Government Agreement Implementation Plan shall be adjusted downward in proportion to the number of days which have elapsed from April 1 up to and including the day prior to the signing of this Agreement divided by 365 days;
  - 5.1.2 all Base Funding payable pursuant to 4.1.1, 4.1.2 and 4.1.3 of the Initial Programs and Services Transfer Agreement shall be reduced by any amounts that have been paid by Canada to the First Nation or its predecessor *Indian Act* Band under any other funding arrangements in respect of the programs or services included in that Programs and Services Transfer Agreement; and
  - 5.1.3 the Specified Period Funding identified in the Self-Government Agreement Implementation Plan as the 'Ten Year Supplement' shall not be adjusted.
  - 5.1.4 all indirect costs payable pursuant to 4.2 and 4.6 of the Initial Programs and Services Transfer Agreement shall be adjusted downward in proportion to the number of days which have elapsed from April 1 up to and including the day prior to the signing of this Agreement divided by 365 days;
  - 5.1.5 all indirect costs payable pursuant to 4.5 of the Initial Programs and Services Transfer Agreement shall be adjusted downward to reflect the amounts paid by Canada prior to Effective Date; and
  - 5.1.6 all Base Funding payable pursuant to 4.1.1 and 4.1.2 of the Mines and Minerals Administration and Land and Forest Management Programs and Services Transfer Agreement shall be adjusted downward in proportion to the number of days which have elapsed from April 1 up to and including the day prior to the signing of this Agreement divided by 365 days.
- 5.2 Once the Formula Gross Expenditure Base for the first Fiscal Year of this Agreement has been adjusted in accordance with section 5.1 of this Annex A, the resulting amount shall be paid in accordance with article 3.5 of this Agreement.
- 5.3 Where the Source Agreement for an addition to Base Funding requires that payment of the addition begin after April 1<sup>st</sup> in a Fiscal Year, such payment shall be prorated for that Fiscal Year in such manner as shall be set out in the Source Agreement.

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- 5.4 Once an addition to Base Funding has been prorated in accordance with section 5.3 of this Annex A, the resulting amount shall be paid in accordance with article 4.0 of this Agreement.



CARCROSS/TAGISH FIRST NATION SELF-GOVERNMENT FINANCIAL TRANSFER AGREEMENT

Yukon Accessed Programs and Services: - Respecting Mines and Minerals Administration and Forest and Land Management	\$ 73,676 (2002 \$)	4.1.1	\$ _____	Price	2004-05	N / A
	\$ 44,205 (2002 \$)	4.1.2	\$ _____	Price	2004-05	
	\$ 28,394 (2002 \$)	4.1.3	\$ _____	Price		
SGAIP On-Going Implementation Ten Year Supplement	\$ 143,839 (2002 \$)	3.1.1	\$ _____	Price and Population	2004-05	N / A
	\$ 119,674 (2002 \$)	3.1.2	\$ _____	Price and Population	2004-05 2013-14	
FAIP On-Going Implementation	\$ 402,750 (2002 \$)	4.1.1	\$ _____	Price	2004-05	N / A

*Note: This page is to be revised prior to the effective date.*

**ANNEX B  
CALCULATION OF THE ELIGIBLE REVENUE OFFSET**

**1.0 DEFINITIONS**

1.1 In this Annex B, the following definitions shall apply:

**“Business Income”** means income from:

- (a) an undertaking for the purpose of gaining or producing income from a business;
- (b) an adventure or concern in the nature of trade; or
- (c) a disposition of a capital asset, other than Settlement Land, held or used primarily for the purpose of producing income from a business;

but does not include:

- (d) amounts described in section 16.8 of the Self-Government Agreement; or
- (e) Chapter 23 Revenues;

**“Chapter 23 Revenues”** means revenues received by the First Nation pursuant to Chapter 23 - Resource Royalty Sharing of the Final Agreement;

**“Eligible Revenue”** means that portion of the First Nation’s Own Source Revenue which is eligible for offset against the Formula Gross Expenditure Base for the purpose of determining the Annual Formula Grant and is calculated in accordance with section 2.0 of this Annex B;

**“Eligible Revenue Offset”** means that portion of the First Nation’s Eligible Revenue that is offset against the Formula Gross Expenditure Base for the purpose of determining the Annual Formula Grant and is calculated in accordance with section 5.0 of this Annex B;

**“Fees and Charges”** means revenue received by the First Nation in respect of any fee or charge that is levied in connection with the provision of a specific service, the authorization of a specific activity, or the administration of justice by the First Nation including:

- (a) fees for the use of community facilities, building permits, business licences and marriage licences;



- (b) fees for the use of Settlement Land or the exploitation of Settlement Land resources through business activities;
- (c) fees for hunting or fishing activities or for permission to carry on specific business activities on Settlement Land; and
- (d) fines and penalties charged by the First Nation, other than fines or penalties in connection with personal income tax;

**“First Nation Income Taxes”** means the amount of revenue received by the First Nation in respect of taxes levied under the First Nation’s *Income Tax Act*, measured in the calendar year ending in the Fiscal Year in accordance with any applicable Tax Agreement as reported in the relevant Own Source Revenue Report;

**“First Nation Property Taxes”** means the amount of revenue received by the First Nation in respect of taxes levied under any law passed by the First Nation imposing tax in respect of interests in Settlement Land and of occupants and tenants of Settlement Land in respect of their interests in those lands, measured in the calendar year ending in the Fiscal Year as reported in the relevant Own Source Revenue Report;

**“First Nation Taxes”** means the amount of revenue received by the First Nation in respect of any taxes levied by the First Nation pursuant to section 14.1 of the Self-Government Agreement, and includes any fines or penalties received by the First Nation in respect of such taxes, measured in accordance with section 3.2 of this Annex B;

**“Offset Rate”** means the rate or rates applied to the First Nation’s Eligible Revenue for the purpose of calculating the Eligible Revenue Offset to be deducted from the Formula Gross Expenditure Base in calculating the Annual Formula Grant, as set out in section 5.0 of this Annex B;

**“Other First Nation Revenue”** means revenue received by the First Nation from a Revenue Source other than First Nation Taxes, Fees and Charges, Chapter 23 Revenues, Business Income, Property Income, or Other Funding;

**“Other Funding”** means program or service funding received by the First Nation from Canada or the Yukon that is not included in the Formula Gross Expenditure Base;

**“Own Source Revenue”** means the aggregate of First Nation revenue received from every Revenue Source;

**“Own Source Revenue Report”** means a report containing the information described in section 6.0 of this Annex B;

**“Property Income”** means income from:

- (a) property, including a natural resource;
- (b) investment activities; or
- (c) a disposition of a capital asset, other than Settlement Land, held or used primarily for the purpose of producing income from property;

but does not include:

- (d) amounts described in section 16.8 of the Self-Government Agreement; or
- (e) Chapter 23 Revenues;

**“Revenue Source”** means each mutually exclusive source of First Nation revenue;

**“Settlement Land”** has the same meaning as in the Final Agreement; and

**“Tax Agreement”** means any agreement in effect during the term of this Agreement with respect to the collection of taxes or the sharing of tax room between the First Nation and Canada as represented by the Minister of Finance or between the First Nation and the Yukon.

## **2.0 ELIGIBLE REVENUE**

2.1 Subject to section 2.5 of this Annex B, for each Fiscal Year of this Agreement, Eligible Revenue shall be composed of First Nation revenue received from the following Revenue Sources:

2.1.1 Subject to section 3.0 of this Annex B, First Nation Taxes; and

2.1.2 Subject to section 4.0 of this Annex B, Chapter 23 Revenues.

2.2 For each Fiscal Year of this Agreement, Eligible Revenue shall not include First Nation revenue from the following Revenue Sources:

2.2.1 Business Income;

2.2.2 Property Income;

2.2.3 Fees and Charges;

2.2.4 Other First Nation Revenues; and

- 2.2.5 Other Funding.
- 2.3 Except as provided in section 2.4 of this Annex B, Eligible Revenue for a Fiscal Year shall be calculated using information contained in the Own Source Revenue Report for the Fiscal Year two years prior to the Fiscal Year for which Eligible Revenue is being calculated.
- 2.4 As a transitional measure, Eligible Revenue shall be deemed to be zero dollars for the first two Fiscal Years of this Agreement.
- 2.5 If, in any Fiscal Year, the First Nation is not entitled to an exemption from income tax under either section 15.1 of the Self-Government Agreement or section 149(1)(c) of the *Income Tax Act* (Canada), or any successor provision or legislation, all sources of revenue that the First Nation was required to report in its income tax return shall be excluded from the calculation of Eligible Revenue for the Fiscal Year that ends in the taxation year.
- 3.0 FIRST NATION TAXES**
- 3.1 Subject to sections 3.2 and 3.3 of this Annex B, for each Fiscal Year of this Agreement, First Nation Taxes shall be composed of:
- 3.1.1 First Nation Income Taxes;
- 3.1.2 First Nation Property Taxes, unless prior to enacting the law imposing such taxes Canada and the First Nation negotiate an exclusion, or partial exclusion, of such taxes from Eligible Revenue; and
- 3.1.3 unless otherwise agreed by the Parties, taxes levied under any law passed by the First Nation, other than First Nation Income Taxes and First Nation Property Taxes, calculated in accordance with section 3.2 of this Annex B.
- 3.2 First Nation revenue from a tax described in subsection 3.1.3 of this Annex B shall be calculated as follows:
- 3.2.1 if Canada or the Yukon has agreed to share tax room with the First Nation from an existing tax pursuant to a Tax Agreement, First Nation revenue from that tax shall be the amount of revenue received by the First Nation in respect of that tax in the calendar year ending in the Fiscal Year in accordance with the terms of such Tax Agreement;
- 3.2.2 if Canada or the Yukon has agreed to share tax room with the First Nation from an existing tax in a case where there is no Tax Agreement between the First Nation and Canada or the Yukon, as the case may be, First Nation revenue from

that tax shall be the value of the tax room vacated and measured as the amount of tax that Canada or the Yukon would have generated had Canada or the Yukon levied the tax at the tax rates applicable for the calendar year that ends in the Fiscal Year; and

3.2.3 in any other case, First Nation revenue from the tax shall be the amount of revenue received by the First Nation in respect of the tax in the calendar year ending in the Fiscal Year.

3.3 The revenue capacity of the First Nation associated with a tax base for the purposes of section 19.1 of the Self-Government Agreement is the revenue capacity described in sections 3.1 and 3.2 of this Annex B.

#### 4.0 CALCULATION OF CHAPTER 23 REVENUES

4.1 First Nation revenue from Chapter 23 Revenues shall be calculated as follows:

4.1.1 subject to section 4.1.2 of this Annex B, in each Fiscal Year of this Agreement, First Nation revenue from Chapter 23 Revenue shall be deemed to be the amount by which actual revenue received by the First Nation from that Revenue Source in that Fiscal Year exceeds \$ 72,887 (which is the First Nation's pro-rated share of the amount of \$1,000,000, based on Schedule A to Chapter 19 of the Final Agreement<sup>1</sup>); or

4.1.2 if the financing provisions of this Agreement are continued pursuant to 16.13 of the Self-Government Agreement and article 14.7 of this Agreement, then in the sixth Fiscal Year and any Fiscal Year thereafter, First Nation revenue from Chapter 23 Revenue shall be the actual revenues received by the First Nation from that Revenue Source in that Fiscal Year.

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<sup>1</sup> Note: For each First Nation, its pro-rated share ("X") is computed by multiplying \$1,000,000 by the allocation factor derived from Schedule A to Chapter 19 of the Final Agreement. Thus, for the First Nation: "X" = \$1M x ( 17,687,553 / 242,673,000) = \$ 72,887.

**5.0 ELIGIBLE REVENUE OFFSET**

5.1 The Eligible Revenue Offset for a Fiscal Year shall be the amount equal to the percentage of each Revenue Source included in Eligible Revenue multiplied by the Offset Rate applicable to that Revenue Source as follows:

Year of Access to Revenue Source	Offset Rate
First Year	0.00
Second Year	0.00
Third Year	0.00
Fourth Year	0.30
Fifth Year	0.35

5.2 For the purposes of section 5.1 of this Annex B, the “first year of access” is:

5.2.1 in the case of First Nation Taxes the first year that it levies a tax or is otherwise eligible to receive taxation revenues from a taxation source; and

5.2.2 in the case of Chapter 23 Revenues, the first year that it is eligible to receive such revenues.

5.3 If the financing provisions of this Agreement are continued pursuant to section 16.13 of the Self-Government Agreement and article 14.7 of this Agreement, the Offset Rates for the sixth and seventh Fiscal Years of this Agreement shall be as follows:

Year of Access to Revenue Source	Offset Rate
Sixth Year	0.40
Seventh Year	0.45

**6.0 OWN SOURCE REVENUE REPORT**

6.1 The Own Source Revenue Report to be provided by the First Nation to Canada pursuant to article 12.6.2 of this Agreement shall set out the total Own Source Revenue of the First Nation for that Fiscal Year and shall contain the following information for that Fiscal Year:

6.1.1 a statement setting out the Eligible Revenue received and the details of its calculation, showing separately:

6.1.1.1 First Nation Income Taxes, including any adjustments made during the Fiscal Year in accordance with any applicable Tax Agreement that relate to the Fiscal Year or to prior Fiscal Years;

- 6.1.1.2 First Nation Property Taxes, including any adjustments made during the Fiscal Year arising from assessments, reassessments, appeals or other similar proceedings that relate to the Fiscal Year or to prior Fiscal Years;
- 6.1.1.3 First Nation Taxes other than First Nation Income Taxes or First Nation Property Taxes, including any adjustments made during that Fiscal Year that relate to the Fiscal Year or to prior Fiscal Years;
- 6.1.1.4 Chapter 23 Revenues; and
- 6.1.2 a description of revenue received from all Revenue Sources not included in Eligible Revenue, showing separately:
  - 6.1.2.1 Fees and Charges;
  - 6.1.2.2 Business Income including gross revenue received and income net of expenses;
  - 6.1.2.3 Property Income;
  - 6.1.2.3 Other Funding;
  - 6.1.2.4 Other First Nation Revenue and the source of that revenue; and
  - 6.1.2.5 revenue described in section 16.8 of the Self-Government Agreement.
- 6.2 The Designated Representatives may agree in writing to modify or add to the kinds of information required to be provided under section 6.1 of this Annex B.

**ANNEX C  
PROPERTY TAX ASSISTANCE**

**1.0 DEFINITIONS**

1.1 In this Annex C, the following definitions shall apply:

“Property Tax” has the same meaning as “Property Taxes” in the Final Agreement and

“Property Tax Assistance” means amounts payable by Canada to the First Nation pursuant to section 20.7.1 of the Final Agreement.

**2.0 TERMS AND CONDITIONS OF FUNDING FOR PROPERTY TAX ASSISTANCE**

- 2.1 The Parties shall follow the procedures set out in the Final Agreement Implementation Plan for the payment of Property Tax Assistance.
- 2.2 The First Nation shall fulfill its obligations under the Final Agreement in respect of the payment of Property Taxes to the applicable tax authority.
- 2.3 Canada shall pay amounts due for Property Tax Assistance forthwith upon receipt from the First Nation of a calculation of the Property Tax paid, net of any homeowner’s grants, and confirmation from the applicable tax authority of payment thereof by the First Nation.
- 2.4 Compliance by the First Nation with the requirements of section 22.1 of the Self-Government Agreement and article 8.0 of this Agreement shall satisfy the financial accounting and reporting requirements of the Minister.
- 2.5 For greater certainty, the Parties acknowledged that Canada accepts no liability under the Final Agreement to pay any penalties or interest which may be levied by a tax authority.
- 2.6 The Minister, with reasonable cause, and at his expense, may audit the accounts of the First Nation to verify its payment of net Property Tax, upon not less than 30 days notice in writing. The First Nation shall provide the Minister or his duly authorized representative reasonable access to its financial records as relevant to the purpose of such an audit.

- 2.7 An amount paid by Canada and determined by the Minister after audit to constitute an overpayment shall be a debt due to Canada and shall be payable within 30 days after the date at which Canada gives written notice to the First Nation of that determination. Interest shall accrue in accordance with prevailing policy of the Treasury Board of Canada from the date at which such notice expires, unless waived by the Minister.
- 2.8 On an annual basis, Canada shall send to the First Nation an updated version of the table which describes the calculation of payments for Property Tax Assistance as found in the Final Agreement Implementation Plan (activity sheet 20.7.1, Planning Assumption 4).
- 2.9 The calculation and confirmation of payment referred to in section 2.3 of this Annex C shall be sent to:

Director  
Implementation Management  
1550 - 25 Eddy St.  
Ottawa, Ontario  
K1A 0H4