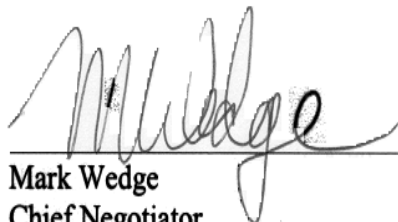


The Carcross/Tagish First Nation Final Agreement Implementation Plan

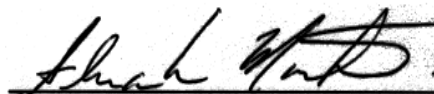
1. The negotiators for the parties have concluded the negotiation of the Carcross/Tagish First Nation Final Agreement Implementation Plan (the "Agreement") and, subject to paragraph 2, intend to recommend the Agreement to their principals for ratification. The Agreement is identified on each page by the footer "INITIALED October 30, 2003".
2. The negotiators agree not to recommend the Agreement to their principals for ratification prior to receiving from the Kwanlin Dun First Nation a band council resolution evidencing resolution of all overlapping land selections between the Kwanlin Dun First Nation and the Carcross/Tagish First Nation, and land selections by each in the Traditional Territory of the other, in form and substance compatible with the band council resolution passed by the Carcross/Tagish First Nation on October 29, 2003 which is dated for reference October 21, 2003.
3. The negotiators acknowledge that if the condition set out in paragraph 2 is not satisfied, changes to Appendix A - Settlement Land Descriptions attached to the Carcross/Tagish First Nation Final Agreement (CTFNFA) and to Appendix B - Maps, which forms a separate volume to the CTFNFA, and related consequential changes to the Agreement, would be required before they could consider recommending the Agreement to their principals for ratification.
4. In accordance with 7.5 of Schedule A - Ratification of the Carcross/Tagish First Nation Final Agreement to Chapter 2 of the CTFNFA, the chief negotiator on behalf of Canada, the principal negotiator on behalf of the Yukon and the Khà Shâde Héni on behalf of the Carcross/Tagish First Nation may agree, after ratification but prior to signing of the CTFNFA, to:
 - a) minor amendments to the specific provisions of the CTFNFA;
 - b) amend Appendix A - Settlement Land Descriptions, attached to the CTFNFA; and
 - c) amend Appendix B - Maps, which forms a separate volume to the CTFNFA.

Signed October 30, 2003 at Carcross, Yukon.

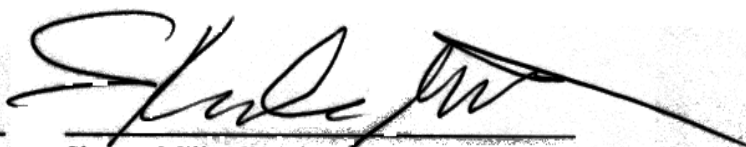


Mark Wedge
Chief Negotiator
Carcross/Tagish First Nation

(B45)



Alexandre Martel
Assistant Implementation Negotiator
Government of Canada



Skeeter Miller-Wright
Implementation Negotiator
Government of the Yukon

CARCROSS/TAGISH FIRST NATION

FINAL AGREEMENT

IMPLEMENTATION PLAN

**CARCROSS/TAGISH FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

INDEX

IMPLEMENTATION PLAN	<u>1</u>
ACRONYMS	<u>8</u>
ANNEX A -- ACTIVITY SHEETS	<u>9</u>
UFA amendment	<u>10</u>
Amendment of the CTFNFA	<u>14</u>
Consultation during the drafting of any amendment to Settlement Legislation which affects the CTFN	<u>18</u>
CTFN legal entities	<u>19</u>
Resolution of overlapping claims	<u>20</u>
Resolution of overlapping claims - panel of Elders	<u>22</u>
Resolution of overlapping claims - Dispute Resolution	<u>24</u>
Final Agreements with Overlapping YFNs	<u>26</u>
Traplines in Overlapping Area	<u>27</u>
Consultation on specified matters in Overlapping Area	<u>28</u>
CTFN enrollment responsibilities -- After the dissolution of an Enrollment Committee	<u>29</u>
Continuation of enrollment	<u>31</u>
Cancel reservation or notation to Lands Set Aside	<u>33</u>
Disposition of Tagish Post/Six Mile River and Choutla School	<u>34</u>
Registration of title to Fee Simple Settlement Land	<u>36</u>
Registration of fee simple title in Mines and Minerals in and under Category A Settlement Lands	<u>37</u>
Define boundaries of Settlement Land; deposit plans of survey in LTO and in CTFN lands system(s)	<u>38</u>
Payment of royalties and non-refunded rents -- Category A Settlement Lands	<u>39</u>
Payment of non-refunded rents -- Category B and Fee Simple Settlement Lands	<u>41</u>
Consultation with CTFN -- Encumbering Rights	<u>43</u>
Amendment of terms of Encumbering Rights	<u>45</u>
Cancellation and replacement of Encumbering Rights	<u>46</u>
Discovery of information subject to disclosure	<u>47</u>
Reacquisition of Settlement Land	<u>49</u>
Deregistration of Category A and Category B Settlement Land	<u>50</u>
Exceptions to Waterfront Right-of-Way	<u>51</u>
Variation to uses allowed upon Waterfront Right-of-Way	<u>52</u>
Consent for access to Waterfront Right-of-Way	<u>53</u>
Consent for establishment of permanent camp or structure on Waterfront Right-of-Way	<u>54</u>
Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement	<u>55</u>
Right of access for outfitting concession holders	<u>56</u>
Determining liability of CTFN on Undeveloped Settlement Land	<u>57</u>
Reporting damage to CTFN Settlement Land as a result of entry in an emergency	<u>58</u>
Conditions of access to CTFN Settlement Land	<u>59</u>
Designation of Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land	<u>60</u>
Agreement to designate any new improved route of access on Settlement Land as a highway or public road	<u>62</u>
Right of access to cross Undeveloped Settlement Land	<u>63</u>

Consent to changes in terms or conditions relating to access of a licence, permit or other right of access	<u>64</u>
Reference to Surface Rights Board	<u>65</u>
Exercise of right of access by Government, its agents or contractors for no more than 120 consecutive days	<u>66</u>
Exercise of right of access by Government, its agents or contractors for more than 120 consecutive days	<u>67</u>
Exercise of right of access by Person authorized by Law for no more than 120 consecutive days	<u>69</u>
Exercise of right of access by Person authorized by Law for more than 120 consecutive days	<u>71</u>
Liability for damage to Settlement Land	<u>73</u>
Department of National Defence ("DND") right of access	<u>74</u>
Establishment of terms and conditions of access by CTFN	<u>75</u>
Expropriation – Location and extent	<u>76</u>
Expropriation – Compensation	<u>78</u>
Inclusion of CTFN nominee(s) on board, committee	<u>82</u>
Compensation payable in relation to the exercise of a Flooding Right not identified in the CTFNFA	<u>83</u>
Variation of land allocation	<u>84</u>
Land exchange	<u>85</u>
Designation of Private Land as Fee Simple Settlement Land	<u>86</u>
Proposed establishment of a Special Management Area that does not include Settlement Land	<u>87</u>
Proposed establishment of a Special Management Area which includes Settlement Land ...	<u>88</u>
Proposed establishment of a historic territorial park, or national historic site or proposed designation of a Heritage Site as a Designated Heritage Site	<u>90</u>
Negotiation of agreement regarding proposed Special Management Area which will adversely affect rights of CTFN under a Settlement Agreement	<u>91</u>
Access by Yukon Indian Person to Special Management Area established pursuant to 10.4.4 .	<u>93</u>
Negotiate an agreement for Special Management Area where Government has established Special Management Area pursuant to 10.4.4	<u>94</u>
Amendment to Special Management Area agreement negotiated pursuant to 10.4.1	<u>95</u>
Appending Special Management Area agreement negotiated pursuant to 10.4.1 to CTFNFA .	<u>96</u>
Preparation of management plan for future Special Management Area established after the Effective Date, not identified in the CTFN FA	<u>97</u>
Designation of Kusawa Park (the "Park")	<u>99</u>
Establishment of the Steering Committee for Kusawa Park (the "Park")	<u>101</u>
Recommendation and approval of the management plan for Kusawa Park (the "Park")	<u>103</u>
Management of Crown Land and Settlement Land in Kusawa Park (the "Park")	<u>106</u>
Review and Amendment of the Approved Management Plan for Kusawa Park (the "Park") .	<u>109</u>
Adjustment of the boundaries of Kusawa Park (the "Park")	<u>112</u>
Implementation and monitoring of the Approved Management Plan for Kusawa Park (the "Park")	<u>113</u>
Inclusion of First Nation languages in interpretive displays and signs erected in, or related to, Kusawa Park (the "Park")	<u>114</u>
Recommendations on naming or renaming of places or features in the Kusawa Park (the "Park")	<u>115</u>
Notice of, and employment associated with, contract opportunities in the establishment of the Kusawa Park (the "Park"), construction of Park facilities, and the operation and maintenance of the Park which are contracted by public tender	<u>116</u>
Employment associated with contract opportunities in the establishment of the Kusawa Park (the "Park"), construction of Park facilities, and the operation and maintenance of the Park which are contracted by invitational tender	<u>117</u>

Notice of, and economic and employment opportunities associated with, the establishment of the Kusawa Park (the “Park”), construction of Park facilities, and the operation and maintenance of the Park which are contracted by other than public or invitational tender	118
Transfer of land and designation of Lewes Marsh Habitat Protection Area (the “LMHPA”)	120
Establishment of Steering Committee for Lewes Marsh Habitat Protection Area (the “LMHPA”)	123
Recommendation and preparation of a Management Plan for Lewes Marsh Habitat Protection Area (the “LMHPA”)	125
Approval of the Management Plan for Lewes Marsh Habitat Protection Area (the “LMHPA”)	127
Implementation of Approved Management Plan for Lewes Marsh Habitat Protection Area (the “LMHPA”)	129
Review and Amendment of the Approved Management Plan for Lewes Marsh Habitat Protection Area (the “LMHPA”)	131
Inclusion of First Nation languages in interpretive displays and signs erected in, or related to, Lewes Marsh Habitat Protection Area (the “LMHPA”)	133
Recommendations on naming or renaming of places or features in the Lewes Marsh Habitat Protection Area (the “LMHPA”)	134
Notice of, and employment associated with, contract opportunities in the establishment of the Lewes Marsh Habitat Protection Area (the “LMHPA”), construction of LMHPA facilities, and the operation and maintenance of the LMHPA which are contracted by public tender	135
Employment associated with contract opportunities in the establishment of the Lewes Marsh Habitat Protection Area (the “LMHPA”), construction of LMHPA facilities, and the operation and maintenance of the LMHPA which are contracted by invitational tender	136
Notice of, and economic and employment opportunities associated with, the establishment of the Lewes Marsh Habitat Protection Area (the “LMHPA”), construction of LMHPA facilities, and the operation and maintenance of the LMHPA which are contracted by other than public or invitational tender	137
Establishment of the Tagish Habitat Protection Area (the “Area”)	140
Establishment of the Steering Committee for Tagish Habitat Protection Area (the “Area”)	142
Recommendation and approval of the management plan for the Tagish Habitat Protection Area (the “Area”)	143
Management of the Tagish Habitat Protection Area (the “Area”)	147
Review and Amendment of the Approved Management Plan for Tagish Habitat Protection Area (the “Area”)	149
Inclusion of First Nation languages in interpretive displays and signs in Tagish Habitat Protection Area (the “Area”)	151
Naming or renaming of places or features in the Tagish Habitat Protection Area (the “Area”)	152
Notice of, and employment associated with, contract opportunities in the establishment of the Tagish Habitat Protection Area (the “Area”), construction of the Area facilities, and the operation and maintenance of the Area which are contracted by public tender	153
Employment associated with contract opportunities in the establishment of the Tagish Habitat Protection Area (the “Area”), construction of Area facilities, and the operation and maintenance of the Area which are contracted by invitational tender	154
Notice of, and economic and employment opportunities associated with, the establishment of the Tagish Habitat Protection Area (the “Area”), construction of Area facilities, and the operation and maintenance of the Area which are contracted by other than public or invitational tender	155
Establishment of the Agay Mene Natural Environment Park (the “Park”)	157
the Agay Mene Natural Environment Park (the “Park”)	159

Atlin power line within the Agay Mene Natural Environment Park (the “Park”)	162
Establishment of the Steering Committee for Agay Mene Natural Environment Park (the “Park”)	164
Preparation, recommendation and approval of the management plan for the Agay Mene Natural Environment Park (the “Park”)	166
Management of Crown Land and Settlement Land in the Agay Mene Natural Environment Park (the “Park”)	170
Review and Amendment of the Approved Management Plan for Agay Mene Natural Environment Park (the “Park”)	172
Implementation and monitoring of the Approved Management Plan for the Agay Mene Natural Environment Park (the “Park”)	175
Inclusion of First Nation languages in interpretive displays and signs in Agay Mene Natural Environment Park (the “Park”)	176
Naming or renaming of places or features in the Agay Mene Natural Environment Park (the “Park”)	177
Discussions with a view to determining priorities and time frames for establishing a Regional Land Use Planning Commission	179
Nominees to a Regional Land Use Planning Commission for region including any part of the Traditional Territory of CTFN	181
Approval of regional land use plans by Government (Non-Settlement Land)	184
Approval of regional land use plans by CTFN (Settlement Land)	186
Joint development of sub-regional or district land use plans	188
Consultation in respect of portions of certain roads and trails abutting CTFN Settlement Land	189
The ownership and management of Heritage Resources on Settlement Land	192
The ownership and management of ethnographic Moveable Heritage Resources and Documentary Heritage Resources which are directly related to Yukon Indian People and are found in the Traditional Territory of CTFN	194
Allocation of Government program resources for the development and management of Heritage Resources of Yukon Indian People	197
The development of programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to Yukon Indian People	200
Consultation with CTFN on Legislation and related policies on Heritage Resources in the Yukon	201
Consultation when establishing or designating territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of Carcross/Tagish People.	202
The preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to the CTFN	203
Development of a manual to include definitions relating to heritage resources	204
The distribution of research or interpretive reports regarding Yukon Heritage Resources	206
The provision of a written inventory of all Heritage Sites directly related to the culture and heritage of Carcross/Tagish People within the Traditional Territory of the CTFN	207
The identification of proposed Designated Heritage Sites or Heritage Sites directly related to the culture and heritage of Carcross/Tagish People	208
The interim protection of a Heritage Site on Non-Settlement Land directly related to the culture and heritage of the Carcross/Tagish People	209
Consideration of the land use activities of other resource users in management of interpretive and research activities at Heritage Sites	211
The development and drafting of a permit system for use in the management of research activities at sites which may contain Moveable Heritage Resources	212

Consultation before issuance of permit for research at a Heritage Site which is directly related to the culture and heritage of Carcross/Tagish People in the Traditional Territory of the CTFN	214
The control of access to Designated Heritage Sites	215
The protection of Heritage Resources accidentally discovered on CTFN Settlement Land ...	216
The protection of Documentary Heritage Resources that have been accidentally discovered on Settlement Land and reported to the CTFN	218
The establishment of procedures to manage CTFN Burial Sites on Settlement Land	219
The establishment of procedures to manage CTFN Burial Sites on Non-Settlement Land ..	220
The determination of terms and conditions upon which a CTFN Burial Site may be further disturbed following its discovery	222
Development of policies and procedures regarding the exhumation, examination and reburial of human remains from a CTFN Burial Site	223
The provision of Documentary Heritage Resources in Government custody for copying by the CTFN	224
Consultation with CTFN on Legislation and related policies on Documentary Heritage Resources in the Yukon relating to Yukon Indian People	225
The management of Documentary Heritage Resources relating to Yukon Indian People	226
The preparation of displays and inventories of Documentary Heritage Resources relating to Yukon Indian People	227
Consultation with CTFN by the Yukon Geographical Place Names Board	228
Naming of geographical features on Settlement Land and the inclusion of traditional aboriginal place names on revised maps of the National Topographic Series	229
Contracts associated with a Designated Heritage Site directly related to the history or culture of the Carcross/Tagish People within the Traditional Territory of CTFN	230
The development of contract opportunities associated with a Designated Heritage Site within the Traditional Territory of the CTFN.	232
Exclusive CTFN Right of Access to Bennett Lake Trail for Commercial Wilderness Adventure Travel over that portion of the Bennett Lake Trail referred to in 13.13	234
Establishment of the Tagish North West Mounted Police ("NWMP") Historic Site (the "Area")	236
Establishment of the steering committee for the Tagish North West Mounted Police ("NWMP") Historic Site	238
Preparation and recommendation of the management plan for the Tagish North West Mounted Police ("NWMP") Historic Site	239
Approval of the management plan for the Tagish North West Mounted Police ("NWMP") Historic Site	240
Review of the management plan for the Tagish North West Mounted Police ("NWMP") Historic Site	241
The transfer, assignment, lease, encumberment or other disposition of interests in the Tagish North West Mounted Police ("NWMP") Historic Site	242
Establishment of the Conrad Historic Site (the "Area")	243
Establishment of the steering committee for the Conrad Historic Site	245
Preparation and recommendation of the management plan for the Conrad Historic Site	246
Approval of the management plan for the Conrad Historic Site	247
Review of the management plan for the Conrad Historic Site	248
The transfer, assignment, lease, encumberment or other disposition of interests in the Conrad Historic Site	249
Renewal or replacement of Water Licences	250
Access to Settlement Land -- With consent for exercise of a Water right	251
Compensation payable in relation to Licences existing on the date that land became Settlement Land	252
Shared drainage basin agreements	253

Preparation for Yukon Water Board proceedings with respect to compensation matters	255
Establishment of the Yukon River Watershed Management Working Group	256
Merger of the Yukon River Watershed Management Working Group	258
Recommendations of the Yukon River Watershed Management Working Group (the “Working Group”)	261
Review progress of implementation of	265
Survey of Settlement Land boundaries	267
Use and enjoyment of Settlement Land by Yukon Indian People prior to completion of surveys	269
Resolving disputes regarding identification and selection of Site Specific Settlement Land and determination of priorities for survey of Settlement Land	270
Approval of survey plans	271
Employment and economic opportunities -- Surveying	273
Administration of survey contracts	275
Consultation with CTFN prior to imposition of a limitation pursuant to 16.3.3 in Legislation	277
Representation of the interests of CTFN and other affected YFNs in international negotiations involving Fish and Wildlife management issues	278
Amendments to the	279
Coordinated Fish and Wildlife population management in and outside of National Parks	280
Provision of proof in relation to Harvesting opportunity	281
Consultation with CTFN before taking action on Fish and Wildlife matters affecting CTFN management responsibilities or exercise of Harvesting rights	282
Nomination of alternate members to the Carcross/Tagish Renewable Resources Council	283
Nominations to the Carcross/Tagish Renewable Resources Council	284
Amendment of <u>Wildlife Act</u>	286
Provision of research results/information to Carcross/Tagish Renewable Resources Council	287
Recommendation to Minister on allocation, in amount and area, of Salmon to users	288
Allocation of Total Allowable Harvest (TAH) for moose	289
Allocation of Total Allowable Harvest (TAH) for woodland caribou	291
Harvest reallocation upon request of CTFN under 16.9.3	293
Special Harvesting rights for Freshwater Fish for Carcross/Tagish People and other users (Yukon Indian People)	294
Negotiation of Basic Needs Level	297
Endeavouring to rehabilitate wildlife populations	298
Exploring ways to improve distribution of edible meat to Yukon Indian People which is a by-product of the harvest	299
Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 3.9.2, 3.9.3, and 3.9.4	300
Variation of basic needs allocation for Salmon among YFNs	302
Priority of YFNs’ basic needs allocation	303
Distribution of Total Allowable Catch when Total Allowable Catch falls below YFNs’ basic needs allocation for the Yukon River Drainage Basin	304
Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN	306
Additional commercial Salmon fishing licences	307
Allocation of traplines	309
Process by which additional traplines may be designated as Category 1 Traplines	311
Trade and redesignation of Category 1 and 2 Traplines	312
Maintenance of register of Category 1 and 2 Traplines	313
Establish a compensation policy for Yukon Indian trappers	314
Provision of trapper training programs	315
Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 4.1	316

Southern Lakes Caribou Herd (the “Herd”) Conservation Measures	317
Cooperation and coordination of land and resource management activities with respect to the Southern Lakes Caribou Herd (the “Herd”)	319
Encouragement of British Columbia (“BC”) to adopt Conservation measures with respect to the Southern Lakes Caribou Herd (the “Herd”)	320
Establishment and term of the Southern Lakes Wildlife Coordinating Committee (the “SLWCC”)	321
Recommendations of the Southern Lakes Wildlife Coordinating Committee (the “SLWCC”)	323
Regional Wildlife Assessment	325
Consultation on Forest Resources policies and Legislation	327
Non-commercial harvest of Trees on Crown Lands	328
Preparation of Forest Resources Management plans in the Traditional Territory of CTFN ...	329
Establishment of the order in which Forest Resources Management plans are to be developed	332
Work related to an inventory of Trees on Crown Land in the Traditional Territory of CTFN	333
Use of pesticides or herbicides by CTFN on Settlement Land	334
Use of pesticides or herbicides by Yukon on Crown Lands within the Traditional Territory of CTFN	335
Actions taken to control pest or disease problems on Settlement Land	336
Consultation on forest fire fighting priorities	337
Forest fire fighting on Settlement Land	338
Access to Settlement Land -- Holders of commercial timber permits	340
Access to Settlement Land -- Holders of timber harvesting agreements	341
Notice of public tender for Forest Resources Management or forest protection within the Traditional Territory of CTFN	342
Contracts associated with Forest Resources Management and silviculture within the Traditional Territory of CTFN	343
Criteria for silviculture contracts within the Traditional Territory of CTFN	344
Hiring of Carcross/Tagish People to manage forest fires	345
Identification of economic and employment opportunities associated with managing forest fires in the Traditional Territory of CTFN	346
Conflicts between exercise of Mineral Right and exercise of Specified Substances Right ...	347
Location of alternative Quarries by Government on Non-Settlement Land	348
Yukon use and restoration of specified Quarries on Settlement Land	350
Government use of other Quarries on Settlement Land	352
Government use of Construction Materials from a Quarry on Settlement Land	354
Access to Settlement Land with the consent of CTFN for the exercise of Mineral Rights ...	355
Property Tax Assistance	357
Property assessment and taxation of Fee Simple Settlement Land	361
Action by taxing authority for non-payment of Property Taxes for Fee Simple Settlement Land	362
Action by Yukon or Municipality for non-payment by CTFN for Local Government Services	363
Preparation of an economic development opportunities plan	364
Facilitating of training and professional development of Yukon Indian People so they will have access to public service employment opportunities	366
Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People	367
Notice of tenders to CTFN by the Yukon	368
Information on non-public contracts	369
Inclusion of CTFN on federal contract lists	370

Access to Government contracting and registration	371
Structuring contracts to a manageable size	372
Assisting Yukon Indian People to invest in public corporations	373
Participation of CTFN corporations with Yukon Development Corporation	374
CTFN participation in acquisition or disposal of Yukon Development Corporation business ventures	375
Establishment of procedures for joint capital planning	376
Review of Yukon Economic Strategy	377
Development of plan regarding representative public service	378
Consolidation of plan regarding representative public service	380
Review of public service job descriptions	381
Requirement for a Project Agreement on Non-Settlement Land	382
Negotiation of a Project Agreement on Non-Settlement Land	384
Waiver of a Project Agreement or an Asset Construction Agreement	386
Negotiation of an Asset Construction Agreement	389
Review of Chapter 22 Schedule A Part I 2.0 -- "Project Agreements in Relation to Non-Settlement Land and Yukon Assets Construction Agreements"	392
Requirement for a Project Agreement on Settlement Land	393
Negotiation of a Project Agreement on Settlement Land	395
Waiver of a Project Agreement or an Asset Construction Agreement	397
Negotiation of an Asset Construction Agreement	400
Review of Chapter 22 Schedule A Part I 3.0 -- "Project Agreements in Relation to Settlement Land and Carcross/Tagish Assets Construction Agreements"	403
Negotiation of economic development agreements	404
Negotiation of terms and conditions for acquiring interest in a Project	406
Offer to purchase CTFN interest in a Project	408
Acquisition by CTFN of an interest in a project in accordance with Chapter 22 Schedule A Part I 5.12	409
Sale of surplus Yukon Assets	411
Sale of surplus Carcross/Tagish First Nation Assets	413
Preparation of a regional economic development plan for the Traditional Territory of the CTFN	414
Agreements to give effect to Chapter 22	417
Creation and eligible investments of the CTFN Strategic Economic Development Investment Fund	418
Preparation and amendment of Terms of Reference for the Strategic Economic Development Investment Fund	419
Preparation of annual audit and report related to the CTFN Strategic Economic Development Investment Fund	420
Termination of the CTFN Strategic Economic Development Investment Fund	421
Contract for the construction of the Yukon Government Campground at the Possible Conrad Campground	423
CTFN operation of Tagish Campground	425
Removal of the designation of the Tagish Campground as a recreational park	427
Basic upgrading, painting of improvements and development of signage at the Tagish Campground	428
Resolution of disputes with respect to the terms, conditions and standards for maintenance and operation of the Tagish Campground	429
Yukon operation of the Tagish Campground	430
Disposition of the Airport Parcel	431
Disposition of Emerald Lake Lands	433
Right to acquire new licences or permits in the commercial freshwater fishing industry	435

Right to acquire new licences or permits in the commercial wilderness adventure travel industry	<u>437</u>
Right to acquire new licences or permits in the commercial freshwater sports fishing industry	<u>440</u>
Establishment or amendment of licensing or permitting regimes regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 , and 3.0	<u>443</u>
Establishment or variance of limits applicable to industries described in Chapter 22 Schedule A, Part II, 1.0, 2.0, and 3.0	<u>444</u>
CTFN recommendations regarding establishment or amendments to a licensing or permitting regime and placement or variation of a limit regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 and 3.0	<u>445</u>
Joint ventures or other arrangements regarding use of a permit or licence for commercial freshwater fishing, commercial wilderness travel, or commercial freshwater sports fishing, or game farming or fur farming industries	<u>446</u>
Right to acquire outfitting concessions	<u>447</u>
Calculation of Resource Royalty payments	<u>449</u>
Granting of fee simple interest within the Traditional Territory of the CTFN	<u>451</u>
Changes to fiscal regime which would affect the Crown royalty regime	<u>452</u>
Change of location of route, road or highway	<u>453</u>
Alteration to Settlement Land to which a Specified Access Right applies	<u>454</u>
Government closure of all or any portion of a Realigned Roadway	<u>455</u>
Construction of the Atlin Powerline	<u>456</u>
Closure of portions of right-of-way of the Old Alaska Highway, the Old Atlin Road, the Pennycook Creek Road and other Access Roads	<u>458</u>
Fish stocking for Salmo Lake	<u>460</u>
Construction, maintenance, repair or upgrade of the Pennycook Creek Road	<u>461</u>
Application of Airport Zoning Controls	<u>462</u>
 ANNEX B -- COMMISSIONS, COUNCILS AND COMMITTEES	<u>463</u>
Part 1 - General Provisions	<u>464</u>
Part 2 - Board Training and Cross-Cultural Orientation and Education	<u>467</u>
Part 3 - Aboriginal Language Services	<u>469</u>
Part 4 - Board Mandates and Activities	<u>470</u>
Part 5 - Budget Procedures and Financial Arrangements	<u>478</u>
 ANNEX C -- INFORMATION STRATEGY	<u>479</u>
 ANNEX D -- ECONOMIC PLANNING	<u>482</u>
 ANNEX E -- COORDINATION OF CTFNFA AND CTFNSGA IMPLEMENTATION	<u>483</u>
 ANNEX F -- ECONOMIC DEVELOPMENT STRATEGIC INVESTMENT FUND	<u>485</u>
 ANNEX G -- COMMUNICATION AMONG PARTIES	<u>488</u>

**CARCROSS/TAGISH FIRST NATION
FINAL AGREEMENT
IMPLEMENTATION PLAN**

AMONG:

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter called “Canada”);

AND:

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

AND:

The Government of Yukon, as represented by the Government Leader (hereinafter called “Yukon”);

(hereinafter called the “Parties”).

WHEREAS:

The Parties signed the Carcross/Tagish First Nation Final Agreement (hereinafter called the “CTFNFA”) on the ____ day of _____, 2003;

chapter 28 of the CTFNFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the CTFNFA (hereinafter called the “CTFNFA Plan”); and

the representatives of the Parties have developed the CTFNFA Plan, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the CTFNFA;

NOW THEREFORE, the Parties agree as follows:

1.0 Interpretation of the CTFNFA Plan

- 1.1 No provision of the CTFNFA Plan shall be considered an amendment to, modification of, or derogation from the provisions of the CTFNFA.
- 1.2 The CTFNFA Plan shall be interpreted so as to promote the implementation of the provisions of the CTFNFA and to avoid inconsistency or conflict with the provisions of the CTFNFA.
- 1.3 Where there is any inconsistency or conflict between the provisions of the CTFNFA Plan and the provisions of the CTFNFA, the provisions of the CTFNFA shall prevail to the extent of the inconsistency or conflict.

- 1.4 Unless the context otherwise requires, capitalized words and phrases in the CTFNFA Plan shall have the meanings assigned in the CTFNFA.
- 1.5 The Umbrella Final Agreement Implementation Plan, as signed on the 29th day of May, 1993 by the Parties to the Umbrella Final Agreement, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the Umbrella Final Agreement, and the CTFNFA Plan shall be read together.

2.0 Legal status of the CTFNFA Plan

- 2.1 The CTFNFA Plan shall be attached to but shall not form a part of the CTFNFA.
- 2.2 The provisions of the CTFNFA Plan contained in 2.2 and 4.1 to 4.6 and Annex F constitute a contract between the Parties. Pursuant to 28.4.8 of the CTFNFA, the Parties expressly intend that the provisions of the remaining portions of the CTFNFA Plan and the provisions of the CTFNFA Plan contained in Annexes A, B, C, D, E and G do not constitute a contract between the Parties.
- 2.3 Subject to 2.2, the provisions of the CTFNFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the CTFNFA will be implemented, and are not intended to create legal obligations.

3.0 Contents of the CTFNFA Plan

- 3.1 The CTFNFA Plan consists of the provisions contained herein, and the documents set out below:
 - 3.1.1 Annex A: "Activity Sheets" describing specific activities, projects and measures for implementation of the CTFNFA;
 - 3.1.2 Annex B: Arrangements in respect of the:

Regional Land Use Planning Commission;
Carcross/Tagish Renewable Resources Council;
Settlement Land Committee;
 - 3.1.3 Annex C: An information strategy;
 - 3.1.4 Annex D: Economic Planning;
 - 3.1.5 Annex E: Co-ordination of CTFNFA and Carcross/Tagish First Nation Self-Government Agreement (hereinafter called the "CTFNSGA") implementation;
 - 3.1.6 Annex F: Reporting Requirements for the Economic Development Strategic Investment Fund;
 - 3.1.7 Annex G: Communication Among Parties.

4.0 Implementation Funding

- 4.1 Subject to any amendment of the CTFNFA Plan by the Parties, Canada shall make financial payments to the CTFN for the implementation of the CTFNFA as follows:
- 4.1.1 **\$ 402,750** (2002 constant dollars) per annum for on-going implementation activities;
- 4.1.2 **\$ 978,106** (2002 constant dollars) for one-time implementation projects and activities;
- 4.1.3 **\$ 40,276** (2002 constant dollars) for participation by the CTFN on the Settlement Land Committee;
- 4.2 The payments referred to in 4.1.1, 4.1.2 and 4.1.3 above shall be escalated from 2002 constant dollars to their Initial-Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the Carcross/Tagish First Nation Self-Government Financial Transfer Agreement (hereinafter called the “CTFNSGFTA”) dated the ____ day of _____, 2003.
- 4.3 The payment referred to in 4.1.1 above shall be made in accordance with the provisions of the CTFNSGFTA and shall be escalated from its Initial-Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the CTFNSGFTA.
- 4.4 The payments referred to in 4.1.2 and 4.1.3 above shall be made as a lump sum payment, and as an unconditional grant as soon as practicable after the CTFNFA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 4.5 The payment of the amounts set out in 4.1.1, 4.1.2 and 4.1.3 above, or any amended amount required to be paid, represents the fulfilment of Canada’s obligation to provide funding to the CTFN for the period of time identified in the CTFNSGFTA.
- 4.6 Subject to any amendment of the CTFNFA Plan by the Parties, the Yukon shall pay **\$84,577** (2002 constant dollars) per annum to the Carcross/Tagish Renewable Resources Council established pursuant to 16.6.0 of the CTFNFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the Umbrella Final Agreement Implementation Plan.
- 4.7 Subject to any amendment of the CTFNFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in 4.6, or any amended amount required to be paid, represents the fulfilment of Canada’s obligation to provide funding to the Carcross/Tagish Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the CTFNFA.
- 4.8 The Yukon, following consultation with the CTFN, shall establish funding arrangements with the Carcross/Tagish Renewable Resources Council. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
- 4.9 The Carcross/Tagish Renewable Resources Council shall be provided the degree of flexibility within its funding arrangements to allocate, re-allocate and manage funds within its approved budget in a manner similar to that generally accorded to comparable agencies of government.

- 4.10 The CTFN shall provide an amount of up to **\$40,276** (2002 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3.0 of the CTFNFA.
- 4.11 Notwithstanding the provisions of 4.1.3 above, Government may enter into agreements with the CTFN to provide funding for any projects, activities and responsibilities to be undertaken by the Settlement Land Committee, in addition to the projects, activities and responsibilities described in the CTFNFA. Notwithstanding the provisions of 4.6 above, Government may enter into agreements with the Carcross/Tagish Renewable Resources Council to provide funding for any projects, activities and responsibilities to be undertaken by the Carcross/Tagish Renewable Resources Council in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to CTFNFA 2.12.2.8.

5.0 Implementation Plan Monitoring

- 5.1 Within 30 days after the Effective Date of the CTFNFA, each of the Parties shall appoint a representative to act on its behalf, who shall use best efforts to resolve any issue which may arise in relation to the implementation of the CTFNFA Plan.

6.0 Implementation Plan Review

- 6.1 Unless the Parties otherwise agree, they shall complete a review of the CTFNFA Plan to determine the adequacy of the provisions of the CTFNFA Plan and of the implementation funding provided under the CTFNFA Plan,
- 6.1.1 in fiscal year 2010-2011; and
- 6.1.2 thereafter, as the Parties may agree.
- 6.2 The Parties shall make best efforts to complete a review pursuant to 6.1 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

7.0 Amendment

- 7.1 The Parties, by agreement, may amend the CTFNFA Plan at any time, and any amendment to the CTFNFA Plan shall be made in writing by the Parties.
- 7.2 The Parties shall consider whether to amend the CTFNFA Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to 6.1. Financial resources provided pursuant to an amendment of the CTFNFA Plan shall be provided in the manner described in the amended CTFNFA Plan.

8.0 Effective Date of the CTFNFA Plan

- 8.1 The CTFNFA Plan shall take effect as of the Effective Date of the CTFNFA.

9.0 Signing of the CTFNFA Plan

- 9.1 The CTFNFA Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of the CTFNFA Plan shall be deemed to be the date on which the last party signs.

SIGNED at _____, 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
Kookhittaan Clan

SIGNED at _____, 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

SIGNED at _____, Yukon, the ____ day of _____, 2003.

The Government of Yukon:

Witness:

The Honourable Dennis Fentie
Government Leader of Yukon

ACRONYMS

The following acronyms are used in the Annexes of this Plan:

CTFN	-	Carcross/Tagish First Nation
CTFNFA	-	Carcross/Tagish First Nation Final Agreement
CTFNSGA	-	Carcross/Tagish First Nation Self-Government Agreement
CTRRC	-	Carcross/Tagish Renewable Resources Council
CYI	-	Council for Yukon Indians
DIAND	-	Department of Indian Affairs and Northern Development
DFO	-	Department of Fisheries and Oceans
DND	-	Department of National Defence
FWMB	-	Fish and Wildlife Management Board
LTO	-	Land Titles Office
NRCan	-	Natural Resources Canada
RLUPC	-	Regional Land Use Planning Commission
SLC	-	Settlement Land Committee
SSC	-	Salmon Sub-Committee
UFA	-	Umbrella Final Agreement
YDAB	-	Yukon Development Assessment Board
YFN	-	Yukon First Nation
YFNFA	-	Yukon First Nation Final Agreement
YGPNB	-	Yukon Geographical Place Names Board
YHRB	-	Yukon Heritage Resources Board

ANNEX A -- ACTIVITY SHEETS

This Annex refers to the implementation of selected provisions of the CTFNFA.

The activities described in this Annex reflect the agreement of the Parties as to the activities which the Parties expect to be performed in order to give effect to the referenced provisions.

The planning assumptions described in relation to a referenced provision reflect the circumstances considered or expected to arise in the implementation of that provision. Some planning assumptions also reflect steps or measures that the Parties assume will be taken, or limitations that may apply, in the performance of the described activities.

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the CTFNFA to be addressed prior to the Effective Date or in the negotiation or ratification of the CTFNFA.

The fact that an activity sheet does not cross-reference the CTFNFA dispute resolution mechanism pursuant to CTFNFA Chapter 26 should not be construed to mean that the dispute resolution mechanism is not applicable to that activity sheet.

Unless otherwise indicated on an activity sheet, workplan discussions and negotiations, in which CTFN is a party and which take place pursuant to these activity sheets, shall be held in the Carcross unless reasons arise that make it more reasonable to meet elsewhere.

In the CTFNFA Plan, Annexes A to F, the First Nation Final Agreement Implementation Plan referred to is the CTFNFA Plan.

PROJECT: UFA amendment

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Canada, Yukon, CYI

OBLIGATIONS ADDRESSED:

- 2.3.1 Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.
- 2.3.2 Consent to any amendment pursuant to 2.3.1 may only be given on the part of:
- 2.3.2.1 Canada, by the Governor in Council;
 - 2.3.2.2 the Yukon, by the Commissioner in Executive Council; and
 - 2.3.2.3 Yukon First Nations by the following process,
 - (a) the Council for Yukon Indians shall Consult on all proposed amendments with all Yukon First Nations and shall provide the result of those Consultations to all Yukon First Nations,
 - (b) an amendment shall only be considered approved by the Yukon First Nations if it is approved by two thirds of the Yukon First Nations which have Yukon First Nation Final Agreements in effect and which represent at least 50 percent of all Yukon Indian People, and
 - (c) the Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b).
- 2.3.3 A Yukon First Nation shall approve an amendment to the provisions of the Umbrella Final Agreement in the same way that it approves amendments to the specific provisions of its Yukon First Nation Final Agreement.
- 2.3.5 Consent to any amendment pursuant to 2.3.4 may only be given on the part of:
- 2.3.5.1 Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Agreement;
 - (a) the Minister of Indian Affairs and Northern Development may consent, on behalf of Canada to any amendment to:
 - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 - iii) Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;

- iv) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
- v) Schedule D - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
- vi) Appendix A - Settlement Land Descriptions, attached to this Agreement;

- (b) the Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to any amendment to other specific provisions of this Agreement;

2.3.5.2 the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Agreement; and

- (a) the Yukon Minister with responsibility for land claims may consent, on behalf of Yukon, to any amendment to:
 - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 - iii) Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
 - iv) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
 - v) Schedule D - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
 - vi) Appendix A - Settlement Land Descriptions, attached to this Agreement;
- (b) the Commissioner in Executive Council may delegate to the Yukon Minister with responsibility for land claims the authority to consent, on behalf of the Yukon, to any amendment to other specific provisions of this Agreement;

2.3.5.3 a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.

- (a) the Council of the Carcross/Tagish First Nation may, by resolution, consent, on behalf of the Carcross/Tagish First Nation, to any amendment to:
 - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 - iii) Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
 - iv) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
 - v) Schedule D - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;

- vi) Appendix A - Settlement Land Descriptions, attached to this Agreement;
 - (b) consent to any other amendment pursuant to 2.3.4 may only be given on the part of the Carcross/Tagish First Nation by resolution of the Assembly upon a recommendation received from the Council of the Carcross/Tagish First Nation; and
 - (c) the Council of the Carcross/Tagish First Nation shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3(a) or 2.3.5.3(b), and all Persons shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a) or 2.3.5.3(b), as the case may be.
- 2.3.6 Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

CROSS REFERENCED CLAUSES: 2.4.3.1, 24.12.3

Responsibility	Activities	Timing
CTFN	If CTFN identifies need to amend the UFA, forward proposal for amendment to CYI.	As necessary
CTFN	If proposal for UFA amendment originates with another party, receive proposal for amendment from CYI.	When available
CTFN	Review and communicate views to CYI on response to proposal.	As soon as practicable after receipt of proposal
CTFN, UFA parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
CTFN	Consult with CYI during negotiation of terms of amendment.	As necessary
CTFN	Review proposed amendment and provide opinion to CYI regarding amendment.	Within reasonable time after negotiations are complete, and according to procedure set out in CTFNFA
CTFN	Receive notice of and consider opinion of other YFNs.	Within reasonable time

Responsibility	Activities	Timing
CTFN	Take steps required to give effect to amendment, including any consequential amendment of the CTFNFA Plan.	As soon as practicable if all UFA parties consent to amendment
Canada, Yukon, CTFN	Publish the amendment as required by UFA 2.3.6.	As soon as practicable after all UFA parties consent to amendment

Planning Assumptions

1. This Activity Sheet describes procedures related to amending the UFA. The fourth activity indicates that CTFN requirements should be addressed in any discussions regarding the approach to the amendment process and specific arrangements to be made to deal with a particular amendment proposal.
2. It is anticipated that CTFN will participate in the consultation and determination processes undertaken by CYI in respect of UFA amendments, as described in the UFA Implementation Plan, Annex A.
3. The activities and assumptions described above are expected also to apply in respect of amendments pursuant to UFA 16.4.4.1 and 24.12.3, with such modifications as those provisions require.
4. Amendments to legislation may be required to reflect amendments of the UFA.

PROJECT: Amendment of the CTFNFA

RESPONSIBLE PARTY: Canada, Yukon, CTFN

PARTICIPANT/LIAISON: None identified

OBLIGATIONS ADDRESSED:

2.3.4 Except where expressly provided in a Yukon First Nation Final Agreement, a specific provision applicable to that Yukon First Nation may only be amended by the parties to that Yukon First Nation Final Agreement.

2.3.5 Consent to any amendment pursuant to 2.3.4 may only be given on the part of:

2.3.5.1 Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Agreement;

- (a) the Minister of Indian Affairs and Northern Development may consent, on behalf of Canada to any amendment to:
 - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 - iii) Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
 - iv) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
 - v) Schedule D - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
 - vi) Appendix A - Settlement Land Descriptions, attached to this Agreement;
- (b) the Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to any amendment to other specific provisions of this Agreement;

2.3.5.2 the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Agreement; and

- (a) the Yukon Minister with responsibility for land claims may consent, on behalf of Yukon, to any amendment to:
 - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 - iii) Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
 - iv) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;

- v) Schedule D - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
 - vi) Appendix A - Settlement Land Descriptions, attached to this Agreement;
 - (b) the Commissioner in Executive Council may delegate to the Yukon Minister with responsibility for land claims the authority to consent, on behalf of the Yukon, to any amendment to other specific provisions of this Agreement;
- 2.3.5.3 a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.
 - (a) the Council of the Carcross/Tagish First Nation may, by resolution, consent, on behalf of the Carcross/Tagish First Nation, to any amendment to:
 - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 - iii) Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
 - iv) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
 - v) Schedule D - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
 - vi) Appendix A - Settlement Land Descriptions, attached to this Agreement;
 - (b) consent to any other amendment pursuant to 2.3.4 may only be given on the part of the Carcross/Tagish First Nation by resolution of the Assembly upon a recommendation received from the Council of the Carcross/Tagish First Nation; and
 - (c) the Council of the Carcross/Tagish First Nation shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3(a) or 2.3.5.3(b), and all Persons shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a) or 2.3.5.3(b), as the case may be.

2.3.6 Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

CROSS REFERENCED CLAUSES: 5.3.1 (all), 5.15.1, 5.15.2, 6.1.2 (all), 6.1.8 (all), 16.11.4 (all), Chapter 16 Schedule B (all), Appendix A - Settlement Land Descriptions (all)

Responsibility	Activities	Timing
Any Party	Identify need to amend the CTFNFA and forward proposal for amendment to the other parties.	As necessary
Parties	Review and respond to the proposal.	As soon as practicable after receipt of the proposal
Parties	At the discretion of the Parties, address specific requirements for the amendment process.	As soon as practicable if the amendment is to be pursued
Parties	Negotiate the terms of the amendment to be submitted for consent and identify the requirements to give effect to the amendment if approved, including changes to the implementation plan if required.	Within a reasonable time, as the Parties may agree
Parties	Initiate the approval process.	As soon as practicable after the negotiations are complete
CTFN Council	Approve amendment by resolution.	As required
CTFN	Notify Government of the result of approval process, and if approval granted, provide Government with a certified copy of the resolution pursuant to 2.3.5.3 (a) or 2.3.5.3 (b).	Once CTFN approval process is complete
Canada and Yukon	Undertake approval process in accordance with 2.3.5.1 and 2.3.5.2.	Upon receipt of certified copy of CTFN resolution approving the amendment
Parties	Take agreed upon steps necessary to give effect to the amendment, including amendments to the implementation plan if required.	As soon as practicable once all approval processes are complete
Governor in Council, Commissioner in Executive Council	If all parties approve amendment, amend CTFNFA by Order in Council.	As soon as practicable
Canada	Publish amendment in Canada Gazette.	As soon as practicable after the amendment is given effect

Responsibility	Activities	Timing
Yukon	Publish amendment in Yukon Gazette.	As soon as practicable after the amendment is given effect
CTFN	Publish amendment in CTFN law register.	As soon as practicable after the amendment is given effect

PROJECT: Consultation during the drafting of any amendment to Settlement Legislation which affects the CTFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 2.4.3.1 Government shall Consult with the Carcross/Tagish First Nation during the drafting of any amendment to Settlement Legislation which affects the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Notify CTFN with respect to any proposed amendment to Settlement Legislation which affects the CTFN. Provide details.	During the drafting of the amendment
CTFN	Prepare and present views to Government.	Within reasonable time indicated by Government
Government	Give full and fair consideration to the views presented. Notify CTFN of the outcome.	As soon as practicable upon receipt of CTFN views

Planning Assumption

1. This consultation may occur more than once during the drafting process.

PROJECT: CTFN legal entities

RESPONSIBLE PARTY: CTFN

PARTICIPANT/LIAISON: None identified

OBLIGATIONS ADDRESSED:

2.11.7 Yukon First Nation Final Agreements may provide for that Yukon First Nation to alter from time to time which of its legal entities shall hold rights, liabilities or obligations pursuant to 2.11.4.

2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Carcross/Tagish First Nation may cause any of its rights, obligations and liabilities set out in this Agreement to be held or performed, on its behalf, by any legal entity wholly controlled by the Carcross/Tagish First Nation, or wholly controlled by the Carcross/Tagish First Nation and one or more other Yukon First Nations, provided any such arrangement does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.

2.11.7.2 The Carcross/Tagish First Nation, prior to the Effective Date of this Agreement, shall establish and thereafter maintain a public register identifying all rights, obligations and liabilities held on its behalf pursuant to 2.11.7.1.

2.11.7.3 Government shall not be liable to Carcross/Tagish People for any damage or loss suffered by the Carcross/Tagish People as a result of any failure of the Carcross/Tagish First Nation or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

CROSS REFERENCED CLAUSES: 2.5.0 (all), 2.10.1, 2.11.4, 4.4.0 (all), 5.9.0 (all), 5.10.0 (all)

Responsibility	Activities	Timing
CTFN	Maintain public register identifying all rights, obligations and liabilities held on behalf of CTFN pursuant to 2.11.7.1.	Ongoing after the Effective Date
CTFN	At discretion, alter entity holding rights, obligations or liabilities.	As necessary
CTFN	Amend register to reflect alteration.	As required

PROJECT: Resolution of overlapping claims

RESPONSIBLE PARTY: CTFN, Overlapping YFN, Yukon and Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 2.1 The Carcross/Tagish First Nation shall endeavour to reach agreement with each Overlapping Yukon First Nation on a resolution of any overlapping claim, right, title and interest in an Overlapping Area by a Contiguous Boundary.
- 2.2 The location of a Contiguous Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 3.3, 3.4, 4.0 (all), 5.1, 8.0 (all)

Responsibility	Activities	Timing
CTFN	Contact Overlapping YFN and enter discussions to endeavour to agree on a resolution of any overlapping claim, right, title and interest in an Overlapping Area by a Contiguous Boundary.	As soon as practicable
CTFN and Overlapping YFN	If agreement is reached, submit agreed upon boundary to Canada and Yukon for approval.	As necessary
Canada and Yukon	Review agreement and notify affected YFNs of determination.	As soon as practicable
CTFN, Canada and Yukon	Amend the Traditional Territory of CTFN to conform with new boundary.	As soon as practicable if Canada and Yukon approval is secured
CTFN, Canada and Yukon	If future amendment of boundary is desired, seek consent of Overlapping YFN to amend the resolution agreed upon.	As required
Overlapping YFN	Consider request and notify CTFN, Canada and Yukon of determination.	Upon receipt of request

Responsibility	Activities	Timing
CTFN, Canada and Yukon	Amend boundary of the Traditional Territory of CTFN.	If consent granted

PROJECT: Resolution of overlapping claims - panel of Elders

RESPONSIBLE PARTY: CTFN, panel of Elders, Overlapping YFN

PARTICIPANT / LIAISON: Canada and Yukon

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 2.3 At any time at least six months prior to the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1, the Carcross/Tagish First Nation may agree with an Overlapping Yukon First Nation to establish a panel of elders to consider and make recommendations to those Yukon First Nations on a Contiguous Boundary.
- 2.4 A panel of elders referred to in 2.3 shall make its recommendations in writing no later than the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1. The costs of the panel shall be paid by the Yukon First Nations appointing the panel.
- 2.5 A recommendation of a panel on the location of a Contiguous Boundary which is accepted by the Carcross/Tagish First Nation and the Overlapping Yukon First Nation is subject to approval by the other parties to this Agreement.
- 2.5.1 Where Canada or the Yukon does not approve the recommendation of a panel under 2.5, it shall give its reasons in writing.

CROSS REFERENCED CLAUSES: 2.9.1; Chapter 2 Schedule B 3.1 (all), 3.2 (all), 3.3, 4.0 (all), 5.1

Responsibility	Activities	Timing
CTFN	Seek agreement of Overlapping YFN to establish a panel of Elders to make recommendations on Contiguous Boundary.	At least six months before dispute resolution process is available pursuant to 3.1
CTFN or Overlapping YFN or both	Appoint panel.	If agreement is reached to appoint a panel
Panel of Elders	Consider issue and make written recommendation to CTFN and Overlapping YFN on Contiguous Boundary.	No later than the date that a dispute can be referred to dispute resolution pursuant to 3.1
CTFN and Overlapping YFN	Review recommendation of panel. If accepting the recommendation, forward it to Canada and Yukon.	Upon receipt of recommendation

Responsibility	Activities	Timing
Canada and Yukon	Consider recommendation approved by CTFN and Overlapping YFN.	As soon as practicable
Canada and Yukon	Approve or reject recommendation. If rejecting, provide written reasons.	As soon as practicable
CTFN, Canada and Yukon	If all parties approve, amend the Traditional Territory of CTFN boundary.	As soon as practicable

PROJECT: Resolution of overlapping claims - Dispute Resolution

RESPONSIBLE PARTY: CTFN, Canada, Yukon, Overlapping YFN

PARTICIPANT / LIAISON: Person appointed to resolve dispute

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 3.1 In the absence of an approved agreement on the location of a Contiguous Boundary referred to in 2.2 or 2.5, any party to this Agreement or to an Overlapping Yukon First Nation Final Agreement may, at any time after one year from the Effective Date of this Agreement or the Overlapping Yukon First Nation Final Agreement, whichever occurs later, refer the matter of the location of a Contiguous Boundary to the dispute resolution process under 26.3.0 provided:
 - 3.1.1 that Overlapping Yukon First Nation Final Agreement contains specific provisions substantially the same as this schedule; or
 - 3.1.2 the Carcross/Tagish First Nation and the Overlapping Yukon First Nation agree to refer the matter to the dispute resolution process under 26.3.0.
- 3.2 A person appointed under 26.7.0 to resolve a dispute under 3.1 shall, in addition to the other powers provided in Chapter 26 - Dispute Resolution, have the power:
 - 3.2.1 to determine a Contiguous Boundary, in the Overlapping Area, between the Traditional Territories of the Overlapping Yukon First Nation and the Carcross/Tagish First Nation; and
 - 3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.

CROSS REFERENCED CLAUSES: 2.9.1 (all); Chapter 2 Schedule B 2.2, 2.4, 2.5, 3.1, 3.3, 3.4, 4.0 (all), 5.1, 8.0 (all); 26.3.0, 26.7.0

Responsibility	Activities	Timing
Any party to CTFNFA or to an Overlapping YFNFA	At discretion, refer dispute to dispute resolution process under 26.3.0 if conditions listed in Chapter 2 Schedule B 3.1.1 or 3.1.2 are met.	After one year from the Effective Date of the later of the YFNFA's
Any party to CTFNFA or to an Overlapping YFNFA	If no agreement at mediation, at discretion, refer dispute to arbitration.	As necessary

Responsibility	Activities	Timing
Arbitrator	If dispute referred to arbitration, determine Contiguous Boundary.	As required
Arbitrator	At discretion, direct that costs of panel under 2.4 be paid by one or more of the parties, if conditions are met.	When determining Contiguous Boundary
CTFN, Canada and Yukon	Amend the Traditional Territory of CTFN boundary.	As soon as practicable after dispute is resolved

PROJECT: Final Agreements with Overlapping YFNs

RESPONSIBLE PARTY: Government and CTFN

PARTICIPANT / LIAISON: Overlapping YFNs

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

5.2 Government shall endeavour:

5.2.1 to ensure that provisions substantially the same as this schedule are included in the Yukon First Nation Final Agreement of an Overlapping Yukon First Nation; and

5.2.2 to conclude the Yukon First Nation Final Agreement of each Overlapping Yukon First Nation within 10 years of the Effective Date of this Agreement.

5.3 Government shall not agree in an Overlapping Yukon First Nation Final Agreement to provisions which resolve conflicts or inconsistencies between that Yukon First Nation Final Agreement and this Agreement in any manner other than as set out in this schedule, without the consent of the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Endeavour to include provisions substantially the same in the YFNFA of Overlapping YFNs.	During YFNFA negotiations
Government	Endeavour to complete YFNFA of Overlapping YFNs.	Within 10 years of Effective Date
Government	If proposing to include provisions in an Overlapping YFNFA which resolve conflicts or inconsistencies in a manner other than that set out in this schedule, seek consent of the CTFN.	As required during YFNFA negotiations
CTFN	Review proposal and notify Government of decision.	Upon receipt of proposal
Government	Incorporate alternate approach.	If consent granted
OR		
Government	Abandon proposal.	If consent not granted

PROJECT: Traplines in Overlapping Area

RESPONSIBLE PARTY: CTFN, Overlapping YFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 6.1 A trapline which is situated more than 50 percent in an Overlapping Area and which might otherwise be designated as a Category 1 Trapline in accordance with 16.11.0 shall not be so designated until:
- 6.1.1 more than 50 percent of that trapline is situated in the Traditional Territory of Carcross/Tagish First Nation; or
- 6.1.2 the Carcross/Tagish First Nation and the Overlapping Yukon First Nation agree.

CROSS REFERENCED CLAUSES: 16.11.0 (all)

Responsibility	Activities	Timing
CTFN or Overlapping YFN	Seek agreement of other party to designate a trapline as Category 1.	As required
CTFN or Overlapping YFN	Review proposal and respond.	As soon as practicable
CTFN	If agreement reached or if more than 50 percent of trapline is in the Traditional Territory of CTFN, designate the trapline as a Category 1 Trapline.	As necessary

PROJECT: Consultation on specified matters in Overlapping Area

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 7.1 Government shall Consult with the Carcross/Tagish First Nation respecting any matter in an Overlapping Area which may affect the rights of Carcross/Tagish People or the Carcross/Tagish First Nation set out in this Agreement but which, pursuant to 4.1.1 to 4.1.5, do not apply in an Overlapping Area.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1 (all)

Responsibility	Activities	Timing
Government	Notify CTFN of matter which may affect rights of Carcross/Tagish People or CTFN and provide relevant information.	As required
CTFN	Review information and present views to Government.	Within reasonable time indicated by Government
Government	Provide full and fair consideration to views presented.	Prior to taking action
Government	Take appropriate action taking into account views presented by CTFN.	As necessary

PROJECT: CTFN enrollment responsibilities -- After the dissolution of an Enrollment Committee

RESPONSIBLE PARTY: CTFN

PARTICIPANT/LIAISON: Yukon Enrollment Commission, Dispute Resolution Panel, Government

OBLIGATIONS ADDRESSED:

- 3.9.3 Upon dissolution of an Enrollment Committee the Yukon First Nation shall have the powers and responsibilities to:
 - 3.9.3.1 maintain, update and amend the official enrollment list for that Yukon First Nation after the initial official enrollment list has been published by the Enrollment Commission;
 - 3.9.3.2 deliver to the Yukon the official enrollment list on each anniversary of the dissolution of the Enrollment Committee;
 - 3.9.3.3 decide promptly upon all applications received, and advise all Persons in writing of the Enrollment Commission or the Dispute Resolution Panel's disposition of their application;
 - 3.9.3.4 supply application forms to any Person wishing to apply for enrollment;
 - 3.9.3.5 establish its own procedures;
 - 3.9.3.6 publish its own procedures; and
 - 3.9.3.7 publicize and provide information in respect of the enrollment process to members of the Yukon First Nation.

CROSS REFERENCED CLAUSES: 3.9.1, 3.9.2, 3.12.1

Responsibility	Activities	Timing
CTFN	Receive documentation from Enrollment Committee.	Upon dissolution of the Enrollment Committee
CTFN	Establish and publish procedures.	On assumption of enrollment duties
CTFN	Publicize and provide information in respect of the enrollment process to Carcross/Tagish People.	As required
CTFN	Continue enrollment in accordance with this clause.	As required

Responsibility	Activities	Timing
CTFN	Deliver to Yukon updated list.	Annually on anniversary of Enrollment Committee's dissolution

PROJECT: Continuation of enrollment

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Enrollment Commission, Dispute Resolution Board, Government

OBLIGATIONS ADDRESSED:

- 3.10.1 After the dissolution of an Enrollment Committee, a Person seeking enrollment as a Yukon Indian Person, and a Person making application pursuant to 3.3.2 or 3.3.3 shall apply to the appropriate Yukon First Nation which shall determine, according to this chapter, whether such Person or the Person on whose behalf the application is being made, is entitled to be enrolled under its Yukon First Nation Final Agreement.
- 3.10.2 If the Yukon First Nation rejects the application or fails or refuses to make a decision within 120 days, then an appeal shall lie to either:
- 3.10.2.1 the Enrollment Commission, if it has not been dissolved pursuant to 3.10.4; or
- 3.10.2.2 a single arbitrator appointed by the chairperson of the Dispute Resolution Board.
- 3.10.3 Upon a decision to enroll a Person under 3.10.1, the Yukon First Nation shall provide written notice to Government. Such enrollment shall not come into effect until 30 days following Government's receipt of such notice or, in the event of a dispute, until a determination has been made pursuant to 3.11.0.

CROSS REFERENCED CLAUSES: 3.3.2, 3.3.3, 3.6.5.11, 3.10.4, 3.11.2.6, 3.11.3

Responsibility	Activities	Timing
CTFN	Receive application for enrollment.	After dissolution of Enrollment Committee
CTFN	Assess application and notify individual of determination.	Within 120 days of receipt of application
<u>If application is accepted by CTFN within 120 days:</u>		
CTFN	Notify Government in writing of acceptance.	As soon as practicable
Government	Acknowledge receipt.	Upon receipt
	If no dispute, enrollment is given effect.	30 days following date of receipt by Government

Responsibility	Activities	Timing
<u>If application is rejected or no decision made by CTFN within 120 days, and an appeal is initiated:</u>		
CTFN	Prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator.	As required
CTFN and Enrollment Commission or arbitrator	Notify Government of new beneficiary.	If Enrollment Commission or arbitrator confirms eligibility

PROJECT: Cancel reservation or notation to Lands Set Aside

RESPONSIBLE PARTY: Canada (DIAND)

PARTICIPANT/LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 4.2.3 The reservation or notation with respect to all Land Set Aside selected pursuant to 4.2.2 shall be cancelled by the Department of Indian Affairs and Northern Development.
- 4.2.4 Subject to 4.2.2, reservations or notations with respect to Land Set Aside which is not selected by a Yukon First Nation shall be cancelled by the Department of Indian Affairs and Northern Development whether or not the Land Set Aside was identified under 4.2.1.

CROSS REFERENCED CLAUSES: 4.2.1, 4.2.2

Responsibility	Activities	Timing
Canada (DIAND)	Cancel all reservations or notations for CTFN on identified parcels.	As soon as practicable on or after the Effective Date
Canada (DIAND)	Notify CTFN that reservations or notations on Land Set Aside have been cancelled.	As soon as practicable after cancellation

PROJECT: Disposition of Tagish Post/Six Mile River and Choutla School

RESPONSIBLE PARTY: CTFN, Canada, Yukon

PARTICIPANT/LIAISON:

OBLIGATIONS ADDRESSED:

4.3.6.1 Where the Carcross/Tagish First Nation submits, prior to the Effective Date of this Agreement, one or more specific claims alleging that land at:

- (a) the Tagish Post/Six Mile River site, being that portion of Parcel C-41B as shown on Map Sheets 105 D/8 and 105 D/8 - Tagish Area, **dated new date**, 2003, in Appendix B - Maps, which forms a separate volume to this Agreement, comprising the land described in Reservation No. 105D08-0000-00050, being Lot 138, Group 6, Plan 62851 CLSR, 51842 LTO, [Note: on condition that prior to setting a date for signing this Agreement the Plaintiffs in Yukon Supreme Court Action 1271.92 discontinue that action.]
- (b) the Choutla School site being:
 - (i) the area designated as Choutla School Site "A" and comprising all of Parcel C-16B as shown on Inset Sketch - Choutla School Site on Map Sheet 105 D/2 - Carcross Area, **dated new date**, 2003, in Appendix B - Maps, which forms a separate volume to this Agreement; and
 - (ii) the area designated as Choutla School Site "B" and comprising a portion of Parcel C-17B as shown on Inset Sketch - Choutla School Site on Map Sheet 105 D/2 - Carcross Area, **dated new date**, 2003, in Appendix B - Maps, which forms a separate volume to this Agreement,

is a Reserve for the Carcross/Tagish First Nation and the Minister of Indian Affairs and Northern Development, at anytime, as part of settlement of the claim, proposes to recommend to the Governor in Council that it either recognize that land to be a Reserve or set it apart as a Reserve for the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall:

- (a) notify the Minister that it elects to retain that land as Settlement Land; or
- (b) notify the Minister that it wishes the Minister to make the recommendation to the Governor in Council, and if the Governor in Council recognizes or sets apart that land to be a Reserve for the Carcross/Tagish First Nation, that land shall be retained as a Reserve pursuant to 4.1.1.1, and shall cease to be Settlement Land.

4.3.6.2 If the Carcross/Tagish First Nation notifies the Minister under 4.3.6.1 (b), the parties to this Agreement shall negotiate whether, and to what extent, the exceptions and reservations referred to in 5.4.2 apply to that land.

CROSS REFERENCED CLAUSES: 4.1.1.1, 5.4.2; CTFNSGA Implementation Plan activity sheet 30.1

Responsibility	Activities	Timing
<p><u>Where CTFN submits, prior to the Effective Date, one or more specific claims and, as part of settlement of the claim(s), the Minister proposes to recommend to the Governor in Council that it either recognize that land to be a Reserve or set it apart as a Reserve for CTFN:</u></p>		
CTFN	<p>Notify the Minister:</p> <ul style="list-style-type: none"> a) that it elects to retain that land as Settlement Land as per 4.3.6.1 (a); or, b) that it wishes the Minister to make the recommendation to the Governor in Council, and if the Governor in Council recognizes or sets apart that land to be a Reserve for the Carcross/Tagish First Nation, that land shall be retained as a Reserve pursuant to 4.1.1.1, and shall cease to be Settlement Land. 	As soon as practicable
CTFN, Canada, Yukon	If the Carcross/Tagish First Nation notifies the Minister under 4.3.6.1 (b), the parties to this Agreement shall negotiate whether, and to what extent, the exceptions and reservations referred to in 5.4.2 apply to that land, following the process identified in with section 30.1 of the CTFNSGA, and CTFNSGA Implementation Plan activity sheet 30.1.	As soon as practicable after notification in 4.3.6.1 is made

PROJECT: Registration of title to Fee Simple Settlement Land

RESPONSIBLE PARTY: LTO

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN	Apply to LTO to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after land becomes Settlement Land
LTO	Register title according to the procedures in effect.	As soon as practicable
LTO	Provide CTFN with confirmation of registration.	As soon as practicable after registration

Planning Assumptions

1. In the majority of cases, the LTO already holds adequate surveys for Settlement Land parcels that exist in fee simple. It will be the responsibility of CTFN to provide the LTO with any other information it requires to complete that title transfer.
2. In some cases fee simple title may have been originally registered in the LTO using only Metes and Bounds descriptions. This is no longer accepted as an adequate description with which to register a parcel of land in fee simple title. These parcels will be surveyed in accordance with Chapter 15.

PROJECT: Registration of fee simple title in Mines and Minerals in and under Category A Settlement Lands

RESPONSIBLE PARTY: LTO

PARTICIPANT / LIAISON: CTFN, Mining Recorder

OBLIGATIONS ADDRESSED:

- 5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.
- 5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN	Apply to LTO to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after receipt of confirmed survey plans of Category A Settlement Parcels
LTO	Register title according to the procedures in effect.	As soon as practicable
LTO	Provide CTFN with confirmation of registration.	As soon as practicable after registration

Planning Assumption

1. Survey of Category A Settlement Land, as necessary to register the Mineral interest, will be required in order to register the fee simple title to the Mines and Minerals in and under Category A Settlement Land.

PROJECT: Define boundaries of Settlement Land; deposit plans of survey in LTO and in CTFN lands system(s)

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: CTFN, LTO

OBLIGATIONS ADDRESSED:

5.3.2 The boundaries of the Settlement Land of a Yukon First Nation shall be defined pursuant to Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.

5.3.3 Plans of survey confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land shall be deposited in the Land Titles Office and any system established under 5.5.1.4 applicable to the Settlement Land dealt with in the survey.

CROSS REFERENCED CLAUSES: 5.5.1.4, Chapter 15

Responsibility	Activities	Timing
Canada	Define boundaries of Settlement Land. (See activity sheets, Chapter 15).	After the Effective Date
Canada	Deposit plan of survey in the LTO.	Upon confirmation of survey plan
Canada	Deposit plan of survey in CTFN system established under 5.5.1.4.	Upon confirmation of survey plan

Planning Assumption

1. The LTO will develop a system for receiving plans of survey deposited pursuant to this clause.
2. Natural Resources Canada will assume the lead role for Canada.

PROJECT: Payment of royalties and non-refunded rents -- Category A Settlement Lands

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

5.6.3 Where Category A Settlement Land is subject to an Existing Mineral Right or to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time:

5.6.3.1 any Royalty received by Government for production after the date the land became Settlement Land in respect of that Existing Mineral Right; and

5.6.3.2 any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that Existing Mineral Right and of any surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder.

CROSS REFERENCED CLAUSES: 5.6.5, 15.6.6

Responsibility	Activities	Timing
Government	Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Settlement Land (except for Proposed Site Specific Settlement Land) and advise CTFN in writing.	As soon as practicable after the Effective Date
Government	Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Site Specific Settlement Land and advise CTFN in writing.	Following confirmation of survey plans for CTFN Site Specific Settlement Land parcels

Responsibility	Activities	Timing
	<u>If royalties and/or non-refunded rents are being collected:</u>	
Government	<p>Establish system to account for:</p> <ul style="list-style-type: none"> - royalties in respect of Existing Mineral Rights received by Government from holder of a Mineral Right on Category A Settlement Land; and/or - non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category A Settlement Land. 	As soon as practicable after it is determined that royalties and/or non-refunded rents are being collected
Government	<p>Account for and pay to CTFN:</p> <ul style="list-style-type: none"> - royalties for production received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right, and/or - non-refunded rents received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right and any surface lease. 	As soon as practicable after the first post-Effective Date payment is received by Government and thereafter, annually on a date agreed upon by Government and the CTFN

Planning Assumption

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date except in the case of Proposed Site Specific Settlement Land, which becomes Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15.

PROJECT: Payment of non-refunded rents -- Category B and Fee Simple Settlement Lands

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 5.6.4 Where Category B Settlement Land or Fee Simple Settlement Land is subject to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time, any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that existing surface lease held by the Mineral Right holder.

CROSS REFERENCED CLAUSES: 5.6.5, 15.6.6

Responsibility	Activities	Timing
Government	Determine whether any non-refunded rents are being collected in respect of Category B and Fee Simple Settlement Land (except for Proposed Site Specific Settlement Land) and advise CTFN in writing.	As soon as practicable after the Effective Date
Government	Determine whether any non-refunded rents are being collected in respect of Category B Site Specific and Fee Simple Site Specific Settlement Land and advise CTFN in writing.	Following confirmation of survey plans for CTFN Site Specific Settlement Land parcels
	<u>If non-refunded rents are being collected:</u>	
Government	Establish system to account for non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category B or Fee Simple Settlement Land.	As soon as practicable after it is determined that non-refunded rents are being collected
Government	Account for and pay to CTFN non-refunded rents received by Government from the holder of a Mineral Right in respect of surface lease.	As soon as practicable after the first post-Effective Date payment is received by Government and thereafter annually on a date agreed upon by Government and the CTFN

Planning Assumption

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date except in the case of Proposed Site Specific Settlement Land, which becomes Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15.

PROJECT: Consultation with CTFN – Encumbering Rights

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 5.6.9 Government shall Consult with the affected Yukon First Nation before exercising any discretion to renew or replace an Encumbering Right, to issue a new Encumbering Right, or to set any Royalty, rent or fee described in 5.6.3, 5.6.4 and 5.6.6.

CROSS REFERENCED CLAUSES: 5.4.2 (all), 5.6.1, 5.6.3 (all), 5.6.4, 5.6.6

Responsibility	Activities	Timing
CTFN, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by CTFN and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify and provide relevant details to CTFN, of intention to: - renew or replace an Encumbering Right; - issue a new Encumbering Right; - set Royalty, rent or fee described.	As required
CTFN	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures for Consultation
Government	Provide full and fair consideration of views presented.	Prior to making determination
Government	Notify CTFN of outcome.	Within reasonable time as set out in the arrangements and procedures for Consultation

Planning Assumptions

1. Government is responsible for ensuring that all of its relevant screening, reviewing, licensing and permitting departments and agencies are aware of their obligations pursuant to this clause.
2. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

PROJECT: Amendment of terms of Encumbering Rights

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

5.6.10 If Legislation is amended to authorize Government to increase the term permitted for an Encumbering Right, Government shall not increase the term of that Encumbering Right pursuant to that amendment without the prior consent of the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 5.4.2 (all), 5.6.1, 5.6.2

Responsibility	Activities	Timing
Government	Notify CTFN of proposal to increase term of an Encumbering Right pursuant to amended legislation, provide relevant details and request consent.	After effective date of Legislative amendment
CTFN	Review the request, grant or deny consent, and notify Government of determination.	As soon as practicable upon receipt of notice
Government	Increase term. OR	If consent is granted
Government	Allow Encumbering Right to expire as originally scheduled.	If consent is not granted

PROJECT: Cancellation and replacement of Encumbering Rights

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Minister

OBLIGATIONS ADDRESSED:

5.6.11 Subject to the consent of the Minister, a Yukon First Nation and the holder of an Encumbering Right may agree that the right be cancelled and replaced by an interest provided by the Yukon First Nation.

5.6.12 The Minister may only refuse to consent under 5.6.11 if:

5.6.12.1 the holder of the Encumbering Right is in default of any obligation to Government or has outstanding unsatisfied liabilities to Government pursuant to the interest;

5.6.12.2 the Encumbering Right was granted under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and there is no "Certificate of Improvements" issued thereunder or equivalent certificate issued under any successor Legislation;

5.6.12.3 the Encumbering Right is a claim granted under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3 and there is no plan of survey of the claim approved in accordance with that Act or equivalent approval under successor Legislation; or

5.6.12.4 there is a Person claiming an interest in the Encumbering Right.

CROSS REFERENCED CLAUSES: 2.11.8

Responsibility	Activities	Timing
CTFN	Advise Minister that CTFN and the holder of an Encumbering Right have agreed that a Government-issued Encumbering Right should be cancelled and replaced by an interest provided by CTFN. Provide details and request consent.	After the Effective Date
Minister	Verify that cancellation and replacement is consistent with requirements of 5.6.12.	Upon receipt of proposal
Minister	If consistent, cancel Encumbering Right.	As soon as practicable
CTFN	Replace Encumbering Right with interest provided by CTFN.	Upon cancellation of Encumbering Right

PROJECT: Discovery of information subject to disclosure

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

5.7.4 If Government or a Yukon First Nation becomes aware of any information described in 5.7.1 which has not been disclosed prior to that Yukon First Nation ratifying its Yukon First Nation Final Agreement and which is not publicly available in the Land Titles Office, that party shall provide the other with the information, whereupon Government shall declare

5.7.4.1 that:

- (a) the department or entity does not have the management, charge or direction of the land,
- (b) the reservation is cancelled, or
- (c) the Commissioner does not have administration and control of the land,

as the case may be, and, as of the date of the declaration, the Settlement Land shall not be subject to such management, charge or direction, reservation or administration and control and no compensation shall be payable to the Yukon First Nation; or

5.7.4.2 in the cases of 5.7.1.2 or 5.7.1.3(b), that, with the agreement of the affected Yukon First Nation, the land described in 5.7.1.2 or 5.7.1.3(b) remains Settlement Land subject to the reservation and, as of the date of the declaration, Government shall provide compensation as determined pursuant to 7.5.0 to the Yukon First Nation for any diminution in the value of the Settlement Land resulting from the continuation of the reservation after the date of the declaration, and the Settlement Land shall be subject to the reservation.

CROSS REFERENCED CLAUSES: 5.7.1 (all), 5.7.5 (all), 7.5.0 (all)

Responsibility	Activities	Timing
Government or CTFN	Provide other party with information subject to disclosure under 5.7.1.	After ratification of CTFNFA, upon becoming aware of information
Government	Declare status under 5.7.4.1. OR	As soon as practicable
Government	Declare status under 5.7.4.2.	As soon as practicable

Responsibility	Activities	Timing
Government and CTFN	Negotiate compensation.	As required if land is declared pursuant to 5.7.4.2
	<u>If no agreement on compensation:</u>	
Government or CTFN	Refer matter to Surface Rights Board for determination of compensation pursuant to 7.5.0.	Within a reasonable period of time
Government and CTFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

PROJECT: Reacquisition of Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: LTO

OBLIGATIONS ADDRESSED:

5.12.1 Where land which is or was subject to the operation of 5.10.0 is reacquired by a Yukon First Nation in fee simple, whether including or excluding the Mines and Minerals, that Yukon First Nation may declare the land to be Settlement Land and thereafter the land shall be Settlement Land of the following category:

5.12.1.1 Category A Settlement Land when Mines and Minerals are included and the land had previously been Category A Settlement Land;

5.12.1.2 Category B Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Category B Settlement Land; or

5.12.1.3 Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Fee Simple or Category A Settlement Land,

except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.

CROSS REFERENCED CLAUSES: 5.10.0 (all)

Responsibility	Activities	Timing
CTFN	Reacquire Settlement Land in fee simple title.	At discretion of CTFN
CTFN	Register fee simple title at LTO.	Upon reacquisition

PROJECT: Deregistration of Category A and Category B Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: LTO

OBLIGATIONS ADDRESSED:

5.13.1 A Yukon First Nation may deregister a Parcel of Category A Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law, other than:

5.13.1.1 the reservations and exceptions set out in 5.4.2; and

5.13.1.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7 other than the reservations set out in paragraphs 13(a) and (b) or 15(a) of that Act.

5.13.2 A Yukon First Nation may deregister a Parcel of Category B Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law other than:

5.13.2.1 the reservations and exceptions set out in 5.4.2; and

5.13.2.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7.

CROSS REFERENCED CLAUSES: 5.4.2 (all), 5.13.3

Responsibility	Activities	Timing
CTFN	At discretion, apply to LTO to deregister parcel of Category A or B Settlement Land.	After Effective Date
LTO	Verify that land is eligible for deregistration under this clause.	Upon application by CTFN
LTO	If eligible, deregister parcel and notify CTFN of deregistration.	As soon as practicable

PROJECT: Exceptions to Waterfront Right-of-Way

RESPONSIBLE PARTY: Government, CTFN, user of Waterfront Right-of-Way

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

5.15.1 Unless otherwise agreed in a Yukon First Nation Final Agreement on a case by case basis, there shall be a Waterfront Right-of-Way 30 metres in width measured landward from the Natural Boundaries within Settlement Land of all Navigable Waters which abut or are within Settlement Land.

5.15.1.1 Any exception to the Waterfront Right-of-Way referred to in 5.15.1 is set out as a special condition in Appendix A - Settlement Land Descriptions, attached to this Agreement.

CROSS REFERENCED CLAUSES: Appendix A - Settlement Land Descriptions S-405B/D, S-407B/D, S-408B/D

Responsibility	Activities	Timing
Government, CTFN, user of Waterfront Right-of-Way	When considering use of Waterfront Right-of-Way, refer to the Special Conditions for Waterfront Right-of-Way located in CTFNFA Appendix A - Settlement Land Descriptions S-405B/D, S-407B/D, S-408B/D .	As required

PROJECT: Variation to uses allowed upon Waterfront Right-of-Way

RESPONSIBLE PARTY: Government, CTFN, user of Waterfront Right-of-Way

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

5.15.2 The uses allowed upon and the width of the Waterfront Right-of-Way may be varied in a Yukon First Nation Final Agreement to accommodate special circumstances.

5.15.2.1 Any variation referred to in 5.15.2 is set out as a special condition in Appendix A - Settlement Land Descriptions, attached to this Agreement.

CROSS REFERENCED CLAUSES: Appendix A - Settlement Land Descriptions S-405B/D, S-407B/D, S-408B/D

Responsibility	Activities	Timing
Government, CTFN, user of Waterfront Right-of-Way	When considering uses allowed upon Waterfront Right-of-Way, refer to the Special Conditions for Waterfront Right-of-Way located in CTFNFA Appendix A - Settlement Land Descriptions S-405B/D, S-407B/D, S-408B/D.	As required

PROJECT: Consent for access to Waterfront Right-of-Way

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

5.15.5 Any Person has a right of access to use a Waterfront Right-of-Way for commercial recreation purposes with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of the access.

CROSS REFERENCED CLAUSES: 5.15.0 (all), Appendix A - Settlement Land Descriptions
S-405B/D, S-407B/D, S-408B/D

Responsibility	Activities	Timing
CTFN	Receive request for access.	As required
CTFN	Review request, grant or deny request and notify applicant of decision.	Within a reasonable time of the request
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

PROJECT: Consent for establishment of permanent camp or structure on Waterfront Right-of-Way

RESPONSIBLE PARTY: CTFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

5.15.7 Subject to 5.15.8, no Person shall establish any permanent camp or structure on a Waterfront Right-of-Way without the consent of Government and the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 5.15.0 (all), Appendix A - Settlement Land Descriptions S-405B/D, S-407B/D, S-408B/D

Responsibility	Activities	Timing
CTFN and/or Government	Receive request to establish permanent camp or structure.	As required
CTFN and Government	Consider request, grant or deny consent and notify applicant of determination.	Within a reasonable time following the request

PROJECT: Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement

RESPONSIBLE PARTY: CTFN, Yukon, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 6.1.2 Government and a Yukon First Nation may agree in a Yukon First Nation Final Agreement or from time to time after the Effective Date of a Yukon First Nation Final Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement to address special circumstances in respect of a specific Parcel of Settlement Land.

CROSS REFERENCED CLAUSES: 2.3.4, 2.3.5 (all), 2.3.6, 6.1.8

Responsibility	Activities	Timing
CTFN or Yukon or Canada	Request to amend, revoke or reinstate a right of access provided by a Settlement Agreement.	Any time after Effective Date
CTFN or Yukon or Canada (other 2 parties)	Review and respond to initiating party.	Within a reasonable period of time
CTFN, Yukon, Canada	Attempt to reach 3 party agreement through negotiation.	Within a reasonable period of time
CTFN, Yukon, Canada	Amend CTFNFA as set out in 2.3.5, if change to right of access requires amendment.	If agreement reached

PROJECT: Right of access for outfitting concession holders

RESPONSIBLE PARTY: Canada, Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

6.1.2.1 An outfitting concession holder shall have a right of access to Settlement Land for the purpose of removing personal property until the 31st day of July following the Effective Date of this Agreement.

6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Carcross/Tagish First Nation and the holder of an outfitting concession from entering into any agreement which provides the holder of an outfitting concession with a right of access other than as set out in 6.1.2.1.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Canada, Yukon, CTFN	Jointly inform outfitting concession holders of rights of access for outfitting purposes and removal of their personal property.	No later than 30 days after Effective Date or as soon thereafter as the Parties agree is reasonable
CTFN	At discretion, negotiate additional rights of access with outfitting concession holder.	

Planning Assumption

1. A letter will be written on behalf of the Parties as the mechanism for informing the concession holders.

PROJECT: Determining liability of CTFN on Undeveloped Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 6.1.3 A Yukon First Nation owes the same duty of care to a Person exercising a right of access on Undeveloped Settlement Land pursuant to Settlement Agreements as the Crown owes to a Person on unoccupied Crown Land.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN	Research legal liability of CTFN with respect to injuries to Persons exercising a right of access.	At discretion after Effective Date
CTFN	Make determination regarding insurance and other requirements.	

PROJECT: Reporting damage to CTFN Settlement Land as a result of entry in an emergency

RESPONSIBLE PARTY: CTFN, Person causing damage to CTFN Settlement Land

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 6.1.5 Any Person may enter upon Settlement Land in an emergency but when damage is caused, the Person shall report to the affected Yukon First Nation the location thereof as soon as practicable thereafter and shall be liable for significant damage to Settlement Land or to any improvement on Settlement Land as a result of the entry.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN	Develop procedures regarding monitoring/reporting damage.	After Effective Date
Person causing damage to CTFN Settlement Land	If damage is caused to CTFN Settlement Land as a result of entry in an emergency, report location of damage to CTFN.	As soon as practicable
CTFN	Respond to report of damage. Assess extent of damage.	As soon as practicable after report is received
CTFN	At discretion, request compensation for damage.	As soon as practicable after determining extent of damage
CTFN, Person causing damage to CTFN Settlement Land	At discretion, attempt to negotiate settlement.	As necessary
CTFN	If unable to reach settlement, pursue other options.	As necessary

PROJECT: Conditions of access to CTFN Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

6.1.6 A right of access provided by 5.15.3, 6.3.1 and 6.3.2 is subject to the conditions that there shall be no:

6.1.6.1 significant damage to Settlement Land or to improvements on Settlement Land;

6.1.6.2 mischief committed on Settlement Land;

6.1.6.3 significant interference with the use and peaceful enjoyment of Settlement Land by the Yukon First Nation;

6.1.6.4 fee or charge payable to the affected Yukon First Nation; or

6.1.6.5 compensation for damage other than for significant damage.

CROSS REFERENCED CLAUSES: 5.15.3, 6.1.5, 6.1.7, 6.3.1 (all), 6.3.2, 6.3.7, 6.6.0 (all)

Responsibility	Activities	Timing
CTFN	At discretion, monitor right of access under 5.15.3, 6.3.1 and 6.3.2 to ensure conditions of 6.1.6 are observed.	After Effective Date
<u>If no compliance with 6.1.6 conditions:</u>		
CTFN	At discretion, refer to Surface Rights Board pursuant to 6.3.7, or to court.	Within a reasonable period of time
CTFN	Prepare for and participate in Surface Rights Board or court process.	In accordance with Surface Rights Board or court rules

PROJECT: Designation of Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land

RESPONSIBLE PARTY: CTFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

6.1.8 Government and a Yukon First Nation may agree from time to time to designate Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land.

CROSS REFERENCED CLAUSES: 2.3.5 (all), 2.3.6 (all), 6.1.2 (all), 6.1.8.1, Appendix A - Settlement Land Descriptions 3.2.2

Responsibility	Activities	Timing
CTFN or Yukon or Canada	Request to change designation of Undeveloped Settlement Land to Developed Settlement Land or Developed Settlement Land to Undeveloped Settlement Land.	Any time after Effective Date
CTFN or Yukon or Canada (other 2 parties)	Review proposal and respond to initiating party.	Within a reasonable period of time
CTFN, Yukon, Canada	Attempt to reach three party agreement through negotiation.	
CTFN, Yukon, Canada	Amend CTFNFA as set out in 2.3.5.	If amendment required
CTFN	Register changed designation in CTFN land registry system.	
Government	Record changed designation.	

Planning Assumption

1. If Settlement Land is redesignated, maps of Settlement Land will be changed to indicate redesignation.

PROJECT: Agreement to designate any new improved route of access on Settlement Land as a highway or public road

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

6.1.9 Subject to Chapter 7 - Expropriation, unless the affected Yukon First Nation otherwise agrees, any route of access on Settlement Land which may be established or improved after the Effective Date of the affected Yukon First Nation's Final Agreement shall remain Settlement Land and shall not be designated by operation of law or otherwise, as a highway or public road, notwithstanding that the route is established or improved:

6.1.9.1 for the benefit of any Person; or

6.1.9.2 using funds or other resources provided directly or indirectly by Government for the establishment or improvement of such route.

CROSS REFERENCED CLAUSES: 2.3.5 (all), Chapter 7, 9.6.1 (all)

Responsibility	Activities	Timing
Government	Request to designate any new or improved route of access on Settlement Land as a highway or public road.	As determined necessary by Government
CTFN	Review request and notify Government of decision.	Within a reasonable period of time
Government	If consent denied, leave route as Settlement Land.	
OR		
Parties	If consent is granted, amend CTFNFA pursuant to 2.3.5.	As required

PROJECT: Right of access to cross Undeveloped Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 6.3.3 Where no right of access is provided by a Settlement Agreement, a Person has a right of access to enter, cross and make necessary stops on Undeveloped Settlement Land to reach adjacent land for commercial and non-commercial purposes with the consent of the Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

CROSS REFERENCED CLAUSES: 6.3.1 (all), 6.3.2, 6.3.4 (all)

Responsibility	Activities	Timing
CTFN	Review request for access, and grant or deny consent. Notify applicant of decision.	Within reasonable time period following request
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
CTFN	If an order is issued by the Surface Rights Board, comply with order.	As necessary
CTFN	Monitor access.	During and after exercise of access

PROJECT: Consent to changes in terms or conditions relating to access of a licence, permit or other right of access

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

- 6.3.6 Any change in the terms or conditions relating to access of a licence, permit or other right of access described in 6.3.5, other than a renewal or replacement thereof shall require the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out the terms and conditions of access.

CROSS REFERENCED CLAUSES: 5.6.0 (all), 6.3.5 (all)

Responsibility	Activities	Timing
CTFN	Review request for change in the terms and conditions, and grant or deny consent. Notify applicant of decision.	Within a reasonable period of time
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
CTFN	If an order is issued by the Surface Rights Board, comply with order.	As necessary

PROJECT: Reference to Surface Rights Board

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 6.3.7 A Yukon First Nation or any Person may refer a dispute concerning the interpretation, application or alleged violation of 6.3.1, 6.3.2 or of any condition established pursuant to 6.6.0 affecting 6.3.1 or 6.3.2 to the Surface Rights Board for resolution.

CROSS REFERENCED CLAUSES: 6.3.1 (all), 6.3.2, 6.6.0 (all)

Responsibility	Activities	Timing
CTFN, affected Person	Refer disputes arising from interpretation, application or alleged violation of access provided under 6.3.1 or 6.3.2 or disputes concerning access conditions established pursuant to negotiations by CTFN and Government under 6.6.0 to Surface Rights Board for resolution.	As required
CTFN, affected Person	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules
CTFN, affected Person	If an order is issued by the Surface Rights Board, comply with order.	As necessary

PROJECT: Exercise of right of access by Government, its agents or contractors **for no more than 120 consecutive days**

RESPONSIBLE PARTY: Government, its agents or contractors

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and

CROSS REFERENCED CLAUSES: 6.4.3 (all), 6.4.4, 6.6.0 (all)

Responsibility	Activities	Timing
Government, its agents or contractors	Where reasonable, notify CTFN before exercising any right of access to enter, cross and stay on CTFN Undeveloped Settlement Land for a period of no more than 120 consecutive days for a single program/project.	Within a reasonable period of time prior to access
CTFN	Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0. Provide response to Government if not in conformity.	Within a reasonable period of time after notification
CTFN or Government	At discretion, initiate negotiations.	If no terms and conditions negotiated
CTFN	Monitor access.	

Planning Assumption

1. The Parties agree that Government and CTFN may establish terms and conditions for the exercise of a right of access pursuant to 6.6.0.

PROJECT: Exercise of right of access by Government, its agents or contractors **for more than 120 consecutive days**

RESPONSIBLE PARTY: Government, its agents or contractors

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

CROSS REFERENCED CLAUSES: 6.4.3 (all), 6.4.4, 6.4.6 (all)

Responsibility	Activities	Timing
Government, its agents or contractors	Notify CTFN of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.	Within a reasonable period of time prior to access
CTFN	Review notification and notify Government of decision.	Within a reasonable period of time after notification
Government, its agents or contractors	If consent granted, exercise access.	As necessary
	OR	
	If consent not granted, cease access and at discretion, refer issue to Surface Rights Board.	Within a reasonable period of time
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

Responsibility	Activities	Timing
Government, its agents or contractors	If Surface Rights Board so orders, exercise access pursuant to order.	As necessary
CTFN	Monitor access.	During and after access

PROJECT: Exercise of right of access by Person authorized by Law **for no more than 120 consecutive days**

RESPONSIBLE PARTY: Person authorized by Law

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and

CROSS REFERENCED CLAUSES: 6.4.3 (all), 6.4.4, 6.6.0 (all)

Responsibility	Activities	Timing
Person authorized by Law	Notify CTFN of intention to exercise right of access, including brief description of activity and project or program and anticipated length of access.	Prior to access
CTFN	Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0. Prepare and present views to Person authorized by Law.	Within a reasonable time prior to access
Person authorized by Law	Provide full and fair consideration to views of CTFN.	Prior to access
Person authorized by Law	Exercise access (as may be adjusted by agreement with CTFN).	After consideration of CTFN views
CTFN	Monitor access.	During and after access

Planning Assumption

1. It is expected that Consultation, wherever possible, will be done within a reasonable period of time prior to access.

PROJECT: Exercise of right of access by Person authorized by Law **for more than 120 consecutive days**

RESPONSIBLE PARTY: Person authorized by Law

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

CROSS REFERENCED CLAUSES: 6.4.3 (all), 6.4.4, 6.4.6 (all)

Responsibility	Activities	Timing
Person authorized by Law	Notify CTFN of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.	Within a reasonable period of time prior to access
CTFN	Review notification and notify authority of decision	Within a reasonable period of time after notification
Person authorized by Law	If consent granted, exercise access. OR	As necessary
	If consent not granted, cease access and at discretion, refer issue to Surface Rights Board.	Within a reasonable period of time
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

Responsibility	Activities	Timing
Person authorized by Law	If Surface Rights Board so orders, exercise access pursuant to order.	As necessary
CTFN	Monitor access.	During and after access

PROJECT: Liability for damage to Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Government, its agents or contractors, or Person authorized by Law

OBLIGATIONS ADDRESSED:

6.4.4 Any Person exercising a right of access pursuant to 6.4.1 and 6.4.2 shall be liable only for significant damage to Settlement Land and any improvements on Settlement Land caused by the exercise of such right of access. Significant damage does not include necessary alteration of Settlement Land or watercourses required to maintain transportation corridors referred to in 6.4.1.

CROSS REFERENCED CLAUSES: 6.4.1, 6.4.2

Responsibility	Activities	Timing
CTFN	At discretion, monitor access to ensure conformity with provisions and any other terms and conditions.	As necessary
Government, its agents or contractors or Person authorized by Law	Report to CTFN any significant damage to Settlement Land.	As soon as practicable after damage is caused
CTFN	Assess extent of damage to Settlement Land or improvements on Settlement Land.	As soon as practicable after receipt of report

If CTFN makes determination to seek compensation:

CTFN	Request compensation for damage after receiving report of damage.	As necessary
CTFN and Government, its agents or contractors, or Person authorized by Law	Attempt to negotiate settlement.	As soon as practicable after request to negotiate is received
CTFN	If settlement is not reached, at discretion, pursue other options.	As necessary

PROJECT: Department of National Defence ("DND") right of access

RESPONSIBLE PARTY: Canada (DND), CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

6.5.1 In addition to the right of access provided by 6.4.1, the Department of National Defence has a right of access to Undeveloped Settlement Land for military manoeuvres with the consent of the affected Yukon First Nation with respect to contact persons, areas, timing, environmental protection, protection of Wildlife and habitat, land use rent, and compensation for damage caused to Settlement Land and improvements and personal property thereon, or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.

6.5.3 Government shall give reasonable advance notice of military exercises or operations to inhabitants of any area to be affected.

CROSS REFERENCED CLAUSES: 6.4.1, 6.5.2

Responsibility	Activities	Timing
Canada (DND)	Request consent of CTFN for access to its Undeveloped Settlement Land for military manoeuvres.	As required, prior to exercise of right of access
CTFN	Review request and notify Canada (DND) of decision.	Within a reasonable period of time
Canada (DND)	At discretion, refer to Surface Rights Board for consideration of terms and conditions.	If no consent granted
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
Canada (DND)	Provide advance notice of any military exercises/operations to inhabitants of any area to be affected, and exercise access in accordance with terms and conditions.	Prior to commencement of military exercises/operations

PROJECT: Establishment of terms and conditions of access by CTFN

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

6.6.1 If a Yukon First Nation wishes to establish terms and conditions for the exercise of a right of access provided:

6.6.1.1 by 5.15.3, 6.3.1, 6.3.2, 16.11.12, 18.3.1, 18.4.1 or 18.4.2; or

6.6.1.2 by 6.4.1 or 6.4.2 where the right of access is for a period of no more than 120 consecutive days,

the Yukon First Nation and Government shall attempt to negotiate the terms and conditions.

6.6.2 Failing agreement pursuant to 6.6.1, the Yukon First Nation may refer the matter to the Surface Rights Board. The Surface Rights Board may establish terms and conditions only for the exercise of a right of access which specify seasons, times, locations, method or manner of access.

CROSS REFERENCED CLAUSES: 5.5.1 (all), 5.15.3, 6.1.3, 6.3.1 (all), 6.3.2, 6.4.1, 6.4.2, 6.6.3 (all), 6.6.4 (all), 16.11.12, 18.3.1 (all), 18.4.1 (all), 18.4.2

Responsibility	Activities	Timing
CTFN	Notify Government of wish to negotiate the establishment of terms and conditions for the exercise of a right of access identified above.	Any time after Effective Date
CTFN, Government	Attempt to negotiate terms and conditions for the exercise of a right of access listed above.	Within reasonable time after notification by CTFN

If no negotiated agreement:

CTFN	At discretion, refer matter to Surface Rights Board to establish terms and conditions for the exercise of a right of access specifying seasons, times, locations and method or manner of access in accordance with 6.6.3 and 6.6.4.	Within a reasonable period of time
CTFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

PROJECT: Expropriation – Location and extent

RESPONSIBLE PARTY: Expropriating Authority

PARTICIPANT / LIAISON: CTFN, Government

OBLIGATIONS ADDRESSED:

- 7.3.1 This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by a Yukon First Nation.
- 7.4.1 An Authority shall negotiate with the Affected Yukon First Nation the location and extent of Settlement Land to be acquired or expropriated.
- 7.4.3 When agreement of the Affected Yukon First Nation pursuant to 7.4.1 is not obtained, the following procedures shall apply:
 - 7.4.3.1 any expropriation of Settlement Land shall require the approval of the Governor in Council or the Commissioner in Executive Council as the case may be;
 - 7.4.3.2 notice of the intention of any Authority to seek approval under 7.4.3.1 shall be given to the Affected Yukon First Nation by the Authority; and
 - 7.4.3.3 notice of the intention shall not be given until the public hearing process under 7.6.0 or the public hearing in accordance with Legislation has been completed.
- 7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. –7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. –7 to settle disputes in respect of expropriation.
- 7.7.2 The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 7.4.2, 7.5.1, 7.5.2 (all), 7.6.0 (all)

Responsibility	Activities	Timing
Expropriating Authority	Notify CTFN of proposal to acquire or expropriate Settlement Land.	As required
CTFN and Expropriating Authority	Prepare for negotiations.	Upon receipt of notice
Expropriating Authority and CTFN	Negotiate location and extent of land to be acquired or expropriated.	At a time agreeable to the parties

Responsibility	Activities	Timing
CTFN	If there is an objection filed by CTFN, prepare for and participate in public hearing process pursuant to 7.6.0 or the public hearing in accordance with Legislation.	As necessary
Expropriating Authority	If, following the public hearing process, the Expropriating Authority intends to proceed, notify CTFN of intention to seek approval to expropriate.	After public hearing is complete
Expropriating Authority	Seek Governor in Council or Commissioner in Executive Council approval to expropriate.	Prior to expropriating
Governor in Council or Commissioner in Executive Council	Determine if approval will be granted.	Upon request

Planning Assumption

1. The process for determining and awarding compensation in respect of an expropriation is outlined in 7.5.1 to 7.5.2.10. Discussions respecting compensation may occur concurrently with the negotiations on the extent and location of Settlement Land proposed to be expropriated.

PROJECT: Expropriation – Compensation

RESPONSIBLE PARTY: Expropriating Authority

PARTICIPANT / LIAISON: CTFN, Surface Rights Board or National Energy Board

OBLIGATIONS ADDRESSED:

- 7.5.1 An Authority shall negotiate with the Affected Yukon First Nation compensation for Settlement Land being expropriated or acquired, pursuant to this chapter.
- 7.5.2 When the agreement of the Affected Yukon First Nation pursuant to 7.5.1 is not obtained, the following provisions shall apply:
- 7.5.2.1 the Surface Rights Board shall determine any dispute over compensation upon an application by either the Authority or Affected Yukon First Nation, except where the expropriation is pursuant to the National Energy Board Act, R.S.C. 1985, c. -7;
- 7.5.2.2 compensation ordered by the Surface Rights Board may be,
- (a) upon request by the Affected Yukon First Nation, and, if available and identified by the Affected Yukon First Nation, Land of the Authority within the Traditional Territory of the Affected Yukon First Nation,
 - (b) money,
 - (c) other forms of compensation, or
 - (d) any combination of above;
- 7.5.2.3 when the Affected Yukon First Nation requests Land to be all or part of the compensation, the Surface Rights Board shall,
- (a) determine whether the Authority holds Land identified by the Affected Yukon First Nation which is within its Traditional Territory and whether that Land is available,
 - (b) determine the value, in accordance with 7.5.2.7, of the Authority's Land which is available,
 - (c) order the Authority to transfer to the Affected Yukon First Nation the amount of available Land necessary to provide compensation, and
 - (d) subject to 7.5.2.4, where Land transferred to the Affected Yukon First Nation pursuant to 7.5.2.3(c) and 7.5.2.4(c) is not sufficient to provide compensation in Land as requested, order the balance of compensation to be in the form of 7.5.2.2(b), or (c), or both;
- 7.5.2.4 if the expropriating Authority is not Government and the Surface Rights Board has determined there is not sufficient available Land for the purposes of 7.5.2.3,

- (a) the Board shall so notify Government and thereafter Government shall be a party to the proceedings,
- (b) the Board shall determine whether Government holds available Land which is contiguous to the Settlement Land and within the Affected Yukon First Nation's Traditional Territory, whether that Land is available and if so the value of that available Land in accordance with 7.5.2.7,
- (c) the Board shall order Government to transfer to the Affected Yukon First Nation available Land up to the value, which in addition to the value of Land provided under 7.5.2.3, is necessary to provide compensation in Land as requested by the Affected Yukon First Nation under 7.5.2.3, and
- (d) the Authority shall pay to Government the value of the Land provided under 7.5.2.4 (c) and all costs of Government associated with the transfer;

7.5.2.5 the Surface Rights Board shall consider the matters set out in 8.4.1 when assessing the value of expropriated Settlement Land;

7.5.2.6 Land is not available for the purposes of 7.5.2.3 or 7.5.2.4, if it is,

- (a) Land subject to an agreement for sale or a lease containing an option to purchase, unless both Government and the Person holding such an interest in the Land consent,
- (b) Land subject to a lease, unless both Government and the lessee consent,
- (c) a highway or highway right-of-way,
- (d) Land within 30 metres of the boundary line between the Yukon and Alaska, the Yukon and Northwest Territories, and the Yukon and British Columbia,
- (e) Land determined by the Surface Rights Board to be occupied or used by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
- (f) Land determined by the Surface Rights Board to be required for future use by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
- (g) Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit the expansion of Yukon communities,
- (h) Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit access for any Person to Navigable Water or highways, or

- (i) such other Land as the Surface Rights Board in its discretion determines is not available;

7.5.2.7 in determining the value of the Land to be provided by an Authority, the Surface Rights Board shall consider, in addition to the market value of the Land,

- (a) the value of Fish and Wildlife Harvesting and of gathering to the Affected Yukon First Nation,
- (b) any potential effect of the Land to be provided by an Authority upon other Settlement Land of the Affected Yukon First Nation,
- (c) any cultural or other special value of the Land to the Affected Yukon First Nation, and
- (d) such other factors as may be permitted by the Legislation establishing the Board;

7.5.2.8 Land provided or ordered as compensation under this chapter, which is within the Traditional Territory of the Affected Yukon First Nation, shall be transferred to the Affected Yukon First Nation in fee simple and shall, in accordance with 7.5.2.9, be designated as,

- (a) Category A Settlement Land when Mines and Minerals are included, or
- (b) Category B Settlement Land or Fee Simple Settlement Land when Mines and Minerals are not included;

7.5.2.9 prior to making an order under 7.5.2.3(c) or 7.5.2.4(c), the designation of Land under 7.5.2.8(b), and the designation of the acquired Land as Developed Settlement Land or Undeveloped Settlement Land shall be determined,

- (a) by agreement between the Affected Yukon First Nation and Government, or
- (b) failing agreement, by the Surface Rights Board; and

7.5.2.10 the designation of Land provided as compensation shall not affect any surrender in respect of such Land.

CROSS REFERENCED CLAUSES: 7.7.1, 7.7.2, 8.4.1 (all)

Responsibility

Activities

Timing

Expropriating Authority

Notify CTFN of desire to negotiate compensation.

As required in conjunction with an expropriation

CTFN

Prepare for negotiations.

Upon receipt of notice

Responsibility	Activities	Timing
CTFN and Expropriating Authority	Negotiate compensation.	At a time agreeable to the parties
<u>If no agreement on compensation:</u>		
CTFN or Expropriating Authority	At the discretion of either party, apply to the Surface Rights Board or to National Energy Board as appropriate, to determine dispute over compensation.	Within a reasonable period of time
CTFN and Expropriating Authority	Prepare for and participate in Surface Rights Board or National Energy Board compensation process.	In accordance with Surface Rights Board or National Energy Board rules

Planning Assumption

1. Negotiations on the issue of compensation may occur concurrently with discussions on extent and location of the land proposed to be expropriated.

PROJECT: Inclusion of CTFN nominee(s) on board, committee or other panel authorized by the National Energy Board Act where CTFN Settlement Land is expropriated

RESPONSIBLE PARTY: National Energy Board

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. -7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. -7 to settle disputes in respect of expropriation.

7.7.2 The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
National Energy Board	Notify CTFN that a board, committee or other body is being established and request nominee(s).	As required
CTFN	Provide nominees as requested.	Upon request
National Energy Board	Establish, board, committee or panel.	As required

Planning Assumption

1. It is possible that an expropriation pursuant to the National Energy Board Act could affect more than one YFN. In that circumstance, the National Energy Board shall nominate at least one nominee from each Affected YFN.

PROJECT: Compensation payable in relation to the exercise of a Flooding Right not identified in the CTFNFA

RESPONSIBLE PARTY: Authority exercising a Flooding Right

PARTICIPANT / LIAISON: CTFN, Surface Rights Board

OBLIGATIONS ADDRESSED:

- 7.8.4 An Authority exercising a Flooding Right over Settlement Land, other than for those sites identified pursuant to 7.8.1 and 7.8.2, shall pay compensation pursuant to this chapter except that in assessing compensation for Land and improvements, the Surface Rights Board shall not consider 8.4.1.8 or 7.5.2.7(c) and the sum of such compensation to all Affected Yukon First Nations for all improvements shall not exceed three percent of the Cost of Construction of that hydro-electric or water storage project.

CROSS REFERENCED CLAUSES: 7.8.1 (all), 7.8.2, CTFNFA Plan Activity Sheet 7.3.1

Responsibility	Activities	Timing
Authority exercising a Flooding Right and CTFN	Follow expropriation procedures listed in activity sheet for 7.3.1.	Prior to the exercise of the Flooding Right
Authority and CTFN	Negotiate compensation.	As required
<u>If no agreement on compensation:</u>		
Authority or CTFN	At the discretion of any party, apply to Surface Rights Board to resolve dispute over compensation.	Within a reasonable period of time
Authority and CTFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

PROJECT: Variation of land allocation

RESPONSIBLE PARTY: Government, affected YFN(s)

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

9.3.4 The land allocation determined under 9.3.3 for Yukon First Nations which do not have a Yukon First Nation Final Agreement may be varied by agreement in writing of all affected Yukon First Nations and Government.

CROSS REFERENCED CLAUSES: 2.3.1, 9.3.3; Chapter 9 Schedule A

Responsibility	Activities	Timing
YFN(s) or Government	Propose to vary land allocation determined in Chapter 9 Schedule A.	During negotiations of outstanding YFNFA
Party seeking to vary allocation	Notify Government and all affected YFN(s) of proposal and seek written agreement.	Prior to varying allocation
Affected YFN(s) and Government	Review and provide written response to proposal.	As soon as practicable
Affected YFN(s) and Government	Vary allocation.	If written agreement of affected YFN(s) and Government is secured

Planning Assumptions

1. If the first activity arises, it will be in the context of outstanding YFNFA negotiations; once all YFNFA's have been completed, this clause will have no further effect.
2. If the land allocation pursuant to Chapter 9 Schedule A is varied, an amendment to the UFA will be required.

PROJECT: Land exchange

RESPONSIBLE PARTY: Canada, Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 9.6.1 A Yukon First Nation and Government may agree to exchange Crown Land for Settlement Land and may agree that Crown Land exchanged for Settlement Land will be Settlement Land provided that any such agreement shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of that Crown Land.

CROSS REFERENCED CLAUSES: 2.3.5 (all), 9.7.0 (all); Chapter 9 Schedule B (all)

Responsibility	Activities	Timing
Canada, Yukon, or CTFN	At discretion of any party, propose a land exchange.	After Effective Date
Canada, Yukon and CTFN	Review proposal and negotiate exchange.	If the Parties agree
Canada, Yukon and CTFN	Effect the exchange, amending Settlement Land description pursuant to 2.3.5, and amending other records as required.	Once an agreement has been negotiated

Planning Assumptions

1. The activities may occur in relation to any category of Settlement Land.
2. The responsibility for any costs related to the survey and/or title registration will be addressed during the negotiation of the exchange.

PROJECT: Designation of Private Land as Fee Simple Settlement Land

RESPONSIBLE PARTY: CTFN, Government

PARTICIPANT / LIAISON: LTO

OBLIGATIONS ADDRESSED:

- 9.7.2 Subject to 9.7.3 to 9.7.12 and upon request in writing by the Carcross/Tagish First Nation, Government agrees to negotiate with Carcross/Tagish First Nation whether land proposed by Carcross/Tagish First Nation will become Fee Simple Settlement Land in place of an equal area of Category B or Fee Simple Settlement Land which shall then cease to be Settlement Land.
- 9.7.7 Carcross/Tagish First Nation shall cause its fee simple title in Replaced Land and Designated Land to be registered in the Land Titles Office.
- 9.7.10 Carcross/Tagish First Nation shall pay all costs associated with the description, transfer, and registration in the Land Titles Office of Designated Land and Replaced Land.

CROSS REFERENCED CLAUSES: 9.7.3, 9.7.4, 9.7.5 (all), 9.7.6, 9.7.11, 9.7.12

Responsibility	Activities	Timing
CTFN	At discretion, request in writing the negotiation of the designation of private land as Fee Simple Settlement Land.	
Government	Negotiate whether the land proposed by CTFN will become Fee Simple Settlement Land.	Upon receipt of request from CTFN
CTFN	Register fee simple title with LTO	As soon as practicable
CTFN	Pay all costs associated with the description, transfer and registration of the designated and replaced land in LTO.	As soon as practicable

PROJECT: Proposed establishment of a Special Management Area that
does not include Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

10.3.3 Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.

CROSS REFERENCED CLAUSES: 2.13.0 (all), Chapter 2 Schedule B 5.1, 5.1.1; 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.0

Responsibility	Activities	Timing
Government	When proposing to establish a Special Management Area that does not include Settlement Land, forward proposal for a Special Management Area to the CTRRC.	As required
Government	Notify CTFN.	When proposal forwarded to CTRRC
CTRRC	Review proposal for a Special Management Area. Prepare and provide recommendations to Government regarding proposal.	Within a reasonable time following receipt of proposal
Government	Review recommendations of CTRRC.	Following receipt of recommendations
Government	At discretion, establish Special Management Area (after consideration of 10.4.1).	

PROJECT: Proposed establishment of a Special Management Area which includes Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

10.3.3 Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.

10.3.5 A Special Management Area may not include Settlement Land without the consent of the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 2.13.0 (all); Chapter 2 Schedule B 5.1, 5.1.1; 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.0

Responsibility	Activities	Timing
Government	Forward proposal for a Special Management Area to CTFN.	If proposing establishment of a Special Management Area which includes Settlement Land
CTFN	Review proposal for a Special Management Area which includes Settlement Land, and indicate whether CTFN is willing to consider the proposal further.	Within a reasonable time following receipt of proposal
Government	If CTFN is willing to consider including Settlement Land in the proposed Special Management Area, forward proposal to the CTRRC or YHRB.	Following receipt of indication of CTFN's willingness to consider including Settlement Land in the proposed Special Management Area
CTRRC or YHRB	Review proposal for Special Management Area which includes Settlement Land. Prepare and provide recommendations to CTFN and Government regarding proposal.	Within a reasonable time following receipt of proposal
CTFN, Government	Review recommendations of CTRRC or YHRB.	Following receipt of recommendations
Government	Following review of recommendation of CTRRC or YHRB, revise proposal and forward revised proposal to CTFN.	At discretion

Responsibility	Activities	Timing
CTFN	Review revised proposal. Grant or deny consent to include Settlement Land in the proposed Special Management Area.	According to the CTFN Constitution, and within a reasonable period of time following receipt of revised proposal
Government	If consent granted, establish Special Management Area (after consideration of 10.4.1).	At discretion of Government

PROJECT: Proposed establishment of a historic territorial park, or national historic site or proposed designation of a Heritage Site as a Designated Heritage Site

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTRRC, YHRB

OBLIGATIONS ADDRESSED:

10.3.4 Government may refer proposals to establish historic territorial parks, national historic sites administered by the Canadian Parks Service or to designate Heritage Sites as Designated Heritage Sites to the Heritage Resources Board established pursuant to 13.5.0 instead of the affected Renewable Resources Council for its review and recommendations.

CROSS REFERENCED CLAUSES: 2.13.0 (all); Chapter 2 Schedule B 5.1, 5.1.1; 10.3.4.1, 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.0 (all), 13.5.0

Responsibility	Activities	Timing
Government	Forward proposal to establish historic territorial parks, establish national historic sites or to designate Heritage Sites to YHRB. Notify affected YFNs.	As required
YHRB	Review proposal for historic territorial park, national historic site or Designated Heritage Site. Prepare and provide recommendations to Government regarding proposal.	As required within reasonable time period
Government	Review recommendations of YHRB.	Following receipt of recommendations
Government	Establish historic territorial park, national historic site or Designated Heritage Site.	At discretion of Government

PROJECT: Negotiation of agreement regarding proposed Special Management Area which will adversely affect rights of CTFN under a Settlement Agreement

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

10.4.1 Where a Special Management Area is proposed to be established which will adversely affect rights of a Yukon First Nation under a Settlement Agreement, Government and the affected Yukon First Nation shall, at the request of either party, negotiate an agreement to:

10.4.1.1 establish any rights, interests and benefits of the affected Yukon First Nation in the establishment, use, planning, management and administration of the Special Management Area; and

10.4.1.2 mitigate adverse effects of the establishment of the Special Management Area on the affected Yukon First Nation.

10.4.2 Agreements negotiated pursuant to 10.4.1:

10.4.2.1 shall address the rights Yukon Indian People have for Harvesting Fish and Wildlife within the Special Management Area;

10.4.2.2 may address the economic and employment opportunities and benefits for the affected Yukon First Nation;

10.4.2.3 may address whether, and on what terms, including provisions on management, Settlement Land may be included in the Special Management Area; and

10.4.2.4 may include such other provisions as Government and the affected Yukon First Nation may agree.

10.4.3 Where Government and the affected Yukon First Nation do not agree on the terms of an agreement pursuant to 10.4.1, the parties may refer the outstanding issues to the dispute resolution process under 26.4.0.

10.4.4 Where mediation under 10.4.3 does not result in agreement, the Government may establish the Special Management Area.

CROSS REFERENCED CLAUSES: 10.3.3, 10.3.4, 10.4.1.3, 10.4.5, 10.4.8, 10.4.9, 26.4.0

Responsibility	Activities	Timing
Government	Forward proposal for Special Management Area to CTFN.	When Government proposes to establish a Special Management Area in the Traditional Territory of CTFN
CTFN	Review Special Management Area proposal for impact on CTFN rights under the CTFNFA. Provide comments to Government regarding proposal for Special Management Area.	Within reasonable period of time
CTFN, Government	Negotiate an agreement pursuant to 10.4.1.	At the request of any party
Government	At discretion, establish Special Management Area.	
CTFN, Government	At discretion, refer outstanding issues to mediation under 26.4.0.	As necessary

Planning Assumption

1. Pursuant to 10.3.3 and 10.3.4, Government shall refer the proposal for a Special Management Area to the affected Renewable Resource Council or to the Yukon Heritage Resources Board at an appropriate time.

PROJECT: Access by Yukon Indian Person to Special Management Area established pursuant to 10.4.4

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

10.4.5 Notwithstanding 6.2.3.2, access by a Yukon Indian Person to a Special Management Area established pursuant to 10.4.4 for Harvesting Fish or Wildlife pursuant to a Settlement Agreement may be limited or prohibited only for reasons of Conservation, public health or public safety.

CROSS REFERENCED CLAUSES: 6.2.3, 6.2.3.2, 10.4.4, 16.3.3 (all)

Responsibility	Activities	Timing
Government	Notify CTFN that access by a Yukon Indian Person to a Special Management Area within the Traditional Territory of CTFN is proposed to be limited or prohibited for reasons of Conservation, public health or safety. Provide details.	As required
CTFN	Prepare and present views to Government regarding proposed limitation or prohibition of access.	Within a reasonable period of time
Government	Provide full and fair consideration of CTFN views and provide response to CTFN.	As necessary
CTFN, Government	If limitation or prohibition is imposed, notify CTFN citizens.	

PROJECT: Negotiate an agreement for Special Management Area where Government has established Special Management Area pursuant to 10.4.4

RESPONSIBLE PARTY: CTFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

10.4.6 Government and the affected Yukon First Nation may, at any time after the establishment of a Special Management Area pursuant to 10.4.4, negotiate an agreement pursuant to 10.4.1 in respect of that Special Management Area, in which case 10.4.5 shall no longer apply to that Special Management Area.

CROSS REFERENCED CLAUSES: 10.4.1 (all), 10.4.4, 10.4.5

Responsibility		Activities	Timing
Government, CTFN	At discretion, propose negotiations pursuant to 10.4.1.		After the establishment of a Special Management Area pursuant to 10.4.4
Government, CTFN	Enter negotiations.		If parties agree to negotiate

PROJECT: Amendment to Special Management Area agreement negotiated pursuant to 10.4.1

RESPONSIBLE PARTY: CTFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

10.4.8 Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be amended according to the terms set out in that agreement.

CROSS REFERENCED CLAUSES: 10.4.1 (all)

Responsibility	Activities	Timing
CTFN or Government	Propose an amendment to Special Management Area agreement negotiated pursuant to 10.4.1 according to terms established by that agreement.	At discretion of any party to the Special Management Area agreement
CTFN or Government (other party)	Review and respond to proposed amendment.	Within reasonable period of time
CTFN, Government	Amend Special Management Area agreement.	If parties agree

PROJECT: Appending Special Management Area agreement negotiated pursuant to 10.4.1 to CTFNFA

RESPONSIBLE PARTY: CTFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

10.4.9 Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be appended to and form part of that Yukon First Nation's Final Agreement if Government and the Yukon First Nation agree.

CROSS REFERENCED CLAUSES: 2.3.4, 2.3.5 (all), 2.3.6, 10.4.1 (all), 10.4.6

Responsibility	Activities	Timing
CTFN or Canada or Yukon	Propose that Special Management Area agreement negotiated under 10.4.1 be appended to and form part of the CTFNFA.	At discretion of any party
CTFN, Canada, Yukon	Consider proposal to append Special Management Area agreement to CTFNFA.	
CTFN, Canada, Yukon	Append Special Management Area agreement to CTFNFA pursuant to amending process under 2.3.4, 2.3.5 and 2.3.6.	If Parties agree to append to CTFNFA

PROJECT: Preparation of management plan for future Special Management Area established after the Effective Date, not identified in the CTFN FA

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN, CTRRC, YHRB

OBLIGATIONS ADDRESSED:

10.5.0 Management of Future Special Management Areas

10.5.2 Government shall prepare, or have prepared, a management plan for each Special Management Area established pursuant to a Yukon First Nation Final Agreement after the Effective Date of that Yukon First Nation Final Agreement.

10.5.2.1 Where after the Effective Date there is a public process established to develop the management plan for a Special Management Area within the Traditional Territory of Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall be invited to participate on the body which is developing the management plan.

10.5.3 Government shall make best efforts to complete the management plan within five years of the establishment of the Special Management Area.

10.5.4 Government shall review each management plan at least once every 10 years.

10.5.5 The management plan and any proposed amendments thereto shall be referred before approval to the relevant Renewable Resources Council or to the Yukon Heritage Resources Board, as the case may be, for its review and recommendations.

10.5.6 The provisions of 16.8.0 shall apply in respect of the implementation of any recommendations made pursuant to 10.5.5.

CROSS REFERENCED CLAUSES: 2.13.0, Chapter 2 Schedule B 4.1, 4.1.1; 10.4.1 (all), 10.5.1, 10.6.1 (all), 10.7.1, 16.5.4, 16.8.0 (all)

Responsibility	Activities	Timing
Government	Prepare and forward draft management plan for Special Management Area to CTRRC or YHRB.	After establishing a Special Management Area
Government	If there is a public process established to develop the management plan for a Special Management Area, invite CTFN to participate on the body which is developing the management plan.	As required
CTRRC or YHRB	Review draft management plan. Prepare and forward recommendations to Government.	Within a reasonable period of time

Responsibility	Activities	Timing
Government	Consider recommendations of CTRRC or YHRB and incorporate into draft management plan as determined by Government. Follow procedure under 16.8.0, if recommendation comes from CTRRC.	As necessary
Government	Complete and adopt management plan for Special Management Area.	Best efforts within five years of establishment of Special Management Area
Government	Initiate review of management plan.	In sufficient time for the review to be completed within 10 years following adoption of management plan

PROJECT: Designation of Kusawa Park (the “Park”)

RESPONSIBLE PARTY: CTFN, Kwanlin Dun First Nation (“KDFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon

PARTICIPANT / LIAISON: Canada

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 3.2 Except as provided in 3.4, as soon as practicable after the Effective Date and following the transfer referred to in 3.1, the Yukon shall designate the Area as a natural environment park pursuant to the Parks and Land Certainty Act, R.S.Y. 2002, c. 165, to be known as Kusawa Park.
- 3.5 The designation as a natural environment park shall not be removed from any part of the Park without the agreement of Government and each of the Three First Nations.
- 3.6 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, Government shall:
- 3.6.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13;
- 3.6.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17;
- 3.7 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, the Yukon shall withdraw the Area from disposition under the Oil and Gas Act, R.S.Y. 2002, c. 162.
- 3.8 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, no one may explore for coal in, on or under the Area.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 3.1, 3.3, 3.4 (all), 3.9 (all), 3.10, 14.1, 14.2., 14.3 (all); Appendix B - Maps ‘Kusawa Park’

Responsibility	Activities	Timing
Yukon	Designate the Area to be known as Kusawa Park as a natural environment park pursuant to the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165.	As soon as practicable after Effective Date

Responsibility	Activities	Timing
Yukon	Notify CTFN, KDFN, CAFN and Canada of designation of the Park.	As soon as practicable after the designation of the Park

Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0 and thereafter for such period of time as may be specified in the Approved Management Plan:

Yukon	Prohibit entry to the Area for the purposes of locating, prospecting or mining under the appropriate legislation; withdraw the Area from the disposal of any interest pursuant to the appropriate legislation; withdraw the Area from disposition under the <u>Oil and Gas Act</u> , R.S.Y. 2002, c. 162; and ensure that no one explores for coal in, on or under the Area.	As required
Yukon	Notify CTFN, KDFN and CAFN of prohibitions and withdrawals.	As soon as practicable after the Effective Date
CTFN, KDFN, CAFN, Yukon or Canada	If making a proposal to remove the designation as a natural environment park, pursuant to the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165, from any part of the Park, forward the proposal to CTFN, KDFN, CAFN, Yukon and Canada.	As necessary
CTFN, KDFN, CAFN and Yukon	Consider the proposal.	Within a reasonable period of time
Yukon	If CTFN, KDFN, CAFN and Yukon are in agreement, remove the designation from that part of the Park.	As necessary

Planning Assumption

1. The administration and control of certain Crown Land in the Yukon Territory became the responsibility of Yukon, pursuant to the Devolution Transfer Agreement which came into effect on April 1, 2003.

PROJECT: Establishment of the Steering Committee for Kusawa Park (the "Park")

RESPONSIBLE PARTY: CTFN, Kwanlin Dun First Nation ("KDFN"), Champagne and Aishihik First Nations ("CAFN"), Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 4.1 A steering committee (the "Steering Committee") shall be established no later than 24 months after the Effective Date to prepare and recommend a management plan for the Park.
- 4.2 The Steering Committee shall be comprised of either four or six members of whom half shall be designated by Government and half shall be designated by the Three First Nations as follows:
 - 4.2.1 Government shall request each of the Three First Nations to designate one member;
 - 4.2.2 if each of the Three First Nations designates a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of six members and Government shall designate three members;
 - 4.2.3 if only two of the Three First Nations designate members within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members and Government shall designate two members;
 - 4.2.4 if only one of the Three First Nations designates a member within 90 days of receiving the request to do so, Government shall request that First Nation to designate a second member and, upon it doing so, Government shall designate a second member so that the Steering Committee will be comprised of four members;

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 2.1 (all), 4.3, 4.4

Responsibility	Activities	Timing
Yukon	Request CTFN, KDFN and CAFN each to designate one member to the Steering Committee.	In sufficient time to allow CTFN, KDFN and CAFN to have 90 days to consider and respond, and no later than 18 months after the Effective Date

Responsibility	Activities	Timing
CTFN, KDFN and CAFN	At discretion, each designate a member to the Steering Committee.	Within 90 days of receiving the request from Yukon

If CTFN, KDFN and CAFN each designate a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of six members:

Yukon	Designate three members to the Steering Committee.	As required
-------	--	-------------

If only two of CTFN, KDFN and CAFN designate a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members:

Yukon	Designate two members to the Steering Committee.	As required
-------	--	-------------

If only one of CTFN, KDFN and CAFN designates a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members:

Yukon	Request that First Nation to designate a second member to the Steering Committee.	As soon as practicable
-------	---	------------------------

CTFN, KDFN or CAFN	Designate a second member to the Steering Committee.	As required
--------------------	--	-------------

Yukon	Designate two members to the Steering Committee.	As required
-------	--	-------------

Planning Assumption

1. Yukon and CTFN, KDFN or CAFN, if designating a member or members to the Steering Committee, shall complete all designations within 24 months following Effective Date.

PROJECT: Recommendation and approval of the management plan for Kusawa Park (the “Park”)

RESPONSIBLE PARTY: Steering Committee

PARTICIPANT / LIAISON: CTFN, Kwanlin Dun First Nation (“KDFN”),
Champagne and Aishihik First Nations (“CAFN”),
Ibex Renewable Resources Council (“IRRC”),
Alsek Renewable Resources Council (“ARRC”),
CTRRC, Yukon

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 5.1 The Steering Committee shall endeavour to recommend a management plan to Government and to each of the Three First Nations within 24 months of the establishment of the Steering Committee.
- 5.2 The management plan shall be consistent with the objectives set out in 2.1.3 to 2.1.9 of this schedule and with the Parks and Land Certainty Act, R.S.Y. 2002, c. 165.
- 5.3 In preparing the management plan, the Steering Committee shall provide for a public consultation process which recognizes the territorial significance of the Park.
- 5.5 Prior to approval of the management plan, the Steering Committee shall refer the management plan to the Yukon Heritage Resources Board, the Ibex Renewable Resources Council, the Carcross/Tagish Renewable Resources Council and to the Alsek Renewable Resources Council, for their review and recommendations.
- 5.7 The Steering Committee shall forward a proposed management plan to Government and to each of the Three First Nations indicating what matters, if any, remain outstanding.
- 6.1 Within 90 days of receipt of the management plan from the Steering Committee, Government, shall request each of the Three First Nations to participate in a joint review of the provisions set out therein and any outstanding matters.
- 6.2 If any of the Three First Nations do not agree to participate in the review under 6.1, within 90 days of being requested by Government to do so, the review may proceed without their participation.
- 6.3 The parties participating in the review under 6.1 shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 6.4 If the parties participating in the review do not reach a consensus under 6.3 within 90 days of commencement of the review, any of them may refer the matter to the dispute resolution process under 26.4.0.
- 6.5 If the matter is referred to the dispute resolution process under 6.4 and is not resolved, or if the matter under 6.4 is not referred to dispute resolution, the Minister may accept, vary or set aside the provisions set out in the management plan from the Steering Committee.

- 6.6 The decision of the Minister under 6.5 as to the provisions to be included in the management plan shall be forwarded to each of the Three First Nations in writing.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 2.1.3 to 2.1.9, 5.4 (all), 5.6, 13.1.0 (all), 13.8.0 (all)

Responsibility	Activities	Timing
Steering Committee	Prepare a work plan for the development of the management plan for the Park consistent with the objectives set out in Chapter 10 Schedule A 2.1.3 to 2.1.9, and the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165, including a public consultation process which recognizes the territorial significance of the Park.	As soon as practicable after establishment of the Steering Committee
Steering Committee	Refer proposed management plan to the YHRB, IRRRC, CTRRC and ARRC, for their review and recommendations.	Prior to forwarding the proposed management plan to the Minister
Steering Committee	Recommend a proposed management plan to CTFN, KDFN, CAFN and Yukon which addresses all matters referred to in 5.4 and 5.6, and what matters, if any, remain outstanding.	Within 24 months of the establishment of the Steering Committee, or as soon as practicable thereafter
Yukon	Request CTFN, KDFN and CAFN to participate in a joint review of the proposed management plan.	Within 90 days of receipt of the proposed management plan from the Steering Committee
CTFN, KDFN, CAFN	At discretion, agree to participate in a joint review of the provisions of the proposed management plan.	Within 90 days of the request by Yukon
The parties participating in the review under 6.1	Jointly review proposed management plan.	Within 90 days of receipt of the request by Yukon
The parties participating in the review under 6.1	Make reasonable attempts to reach consensus as to the provisions to be included in the proposed management plan.	Within 90 days of the commencement of the review of the proposed management plan

If the parties participating in the review under 6.1 are able to reach consensus under 6.3 as to the provisions to be included in the management plan:

Responsibility	Activities	Timing
Yukon	Publish Approved Management Plan.	Following consensus under 6.3

If within 90 days of the commencement of the review of the proposed management plan, the parties participating in the review under 6.1 are **unable** to reach consensus under 6.3 as to any action to be taken as a result of the review of the proposed management plan:

Any of the parties participating in the review under 6.1	At discretion, refer the matter to the dispute resolution process under 26.4.0.	As necessary
--	---	--------------

If the matter referred to the dispute resolution process is not resolved:

Minister	At discretion, accept, vary or set aside the provisions set out in the recommended management plan and forward decision to CTFN, KDFN and CAFN.	As necessary
----------	---	--------------

Yukon	Publish Approved Management Plan.	Following decision under 6.5
-------	-----------------------------------	------------------------------

Planning Assumptions

1. The work plan discussions will identify time lines, budgetary and other resources indicated by each party for their participation in the process of developing the management plan.
2. Yukon will forward a copy of the Approved Management Plan and any amended Approved Management Plan to the Regional Land Use Planning Commission(s).

PROJECT: Management of Crown Land and Settlement Land in Kusawa Park (the "Park")

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 7.1 The Yukon shall manage the Park in accordance with the Approved Management Plan and the Parks and Land Certainty Act, R.S.Y. 2002, c. 165.
- 7.2 Prior to the implementation of the Approved Management Plan, the Yukon shall manage the Park in accordance with the Parks and Land Certainty Act, R.S.Y. 2002, c. 165 and to the extent practicable in a manner consistent with the objectives set out in 2.0 of this schedule.
- 7.4 Provided the land shown as C/TFN R-55B, C/TFN S-87B, C/TFN S-88B, C/TFN S-97B, C/TFN S-99B, C/TFN S-362B, and C/TFN S-389B on map Kusawa Park ("KP") in Appendix B - Maps, which forms a separate volume to this Agreement becomes Settlement Land of the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall manage that land in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 and any uses of that land authorized by the Carcross/Tagish First Nation shall be compatible with the uses which may be made of the Park.
- 7.5 Provided the land shown as C/TFN S-366B, C/TFN S-367B, C/TFN S-368B, C/TFN S-369B, on map Kusawa Park ("KP") in Appendix B - Maps, which forms a separate volume to this Agreement becomes Settlement Land of the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall manage those portions of the Chilkat Trail which lie within those Parcels of Settlement Land in accordance with the Approved Management Plan and any uses thereof authorized by the Carcross/Tagish First Nation shall be consistent with the uses which may be made of those portions of the Chilkat Trail which lie within the Park.
 - 7.5.1 Prior to the implementation of the Approved Management Plan, the Carcross/Tagish First Nation shall, to the extent practicable, manage those portions of the Chilkat Trail which lie within the land shown as C/TFN S-366B, C/TFN S-367B, C/TFN S-368B, C/TFN S-369B, on map Kusawa Park ("KP") in Appendix B - Maps, which forms a separate volume to this Agreement, which becomes Settlement Land of the Carcross/Tagish First Nation, in a manner consistent with the objectives set out at 2.1.3 to 2.1.8 of this schedule.

- 7.6 If Champagne and Aishihik First Nations amends its Final Agreement to include this schedule, Champagne and Aishihik First Nations shall manage its Settlement Land Parcels:

R-19B (Lot 1008, Quad 115A/08, Plan 82063 CLSR, 99-0007 LTO),
 S-14B1 (Lot 1007, Quad 115A/08, Plan 84803 CLSR, 2001-0186 LTO),
 S-17B1 (Lot 1002, Quad 115A/08, Plan 84528 CLSR, 2001-0159 LTO),
 S-18B1/D (Lot 1010, Quad 115A/09),
 S-70B1 (Lot 1009, Quad 115A/08),
 S-71B1 (Lot 1014, Quad 115A/09),
 S-163B1 (Lot 1011, Quad 115A/09, Plan 82060 CLSR, 99-0004 LTO),
 S-178B1 (Lot 1012, Quad 115 A/09),
 S-258B1 (Lot 1006, Quad 115 A/08),
 S-259B1 (Lot 1005, Quad 115A/08, Plan 82064 CLSR, 99-0008 LTO),
 S-262B1 (Lot 1000, Quad 115A/01, Plan 82065 CLSR, 99-0009 LTO),
 S-263B1 (Lot 1001, Quad 115A/01, Plan 80841 CLSR, 98-37 LTO),
 S-290B1 (Lot 1013, Quad 115A/09),
 S-330B1 (Lot 1017, Quad 115A/09, Plan 84809 CLSR, 2001-0192 LTO),
 S-345B1 (Lot 1004, Quad 115A/08, Plan 82064 CLSR, 99-0008 LTO),
 S-352B1 (Lot 1003, Quad 115A/08, Plan 80834 CLRS, 98-30 LTO), and
 S-360B1 (Lot 1005, Quad 115A/02, Plan 80835 CLSR, 98-31 LTO),

in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 and any uses thereof authorized by Champagne and Aishihik First Nations shall be compatible with the uses which may be made of the Park.

- 7.7 Government shall manage the mines and mineral in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application.
- 7.8 In managing the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application, Government shall, to the extent practicable, take into account the objectives set out in 2.1 of this schedule.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 2.1.3 to 2.1.9, 7.3, 7.6; 26.4.0 (all); Appendix B - Maps 'Kusawa Park'

Responsibility	Activities	Timing
Yukon	Manage Crown Land in the Park in accordance with the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165 and the objectives set out in Chapter 10 Schedule A 2.0.	Prior to approval of the management plan
Yukon	Manage Crown Land in the Park in accordance with the Approved Management Plan and the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165.	After approval of the management plan

Responsibility	Activities	Timing
Yukon	Manage the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with Laws of General Application and, to the extent practicable, taking into account the objectives set out in Chapter 10 Schedule A 2.1.	Prior to and after approval of the management plan
<u>Provided the Parcels identified in Chapter 10 Schedule A 7.4 become CTFN Settlement Land:</u>		
CTFN	Manage those CTFN Settlement Land Parcels in the Park in a manner consistent with the objectives set out in Chapter 10 Schedule A 2.1.3 to 2.1.8; and, when authorizing any uses of that land on these CTFN Settlement Land Parcels, ensure they are compatible with uses which may be made of the Park.	Prior to and after approval of the management plan
<u>Provided the Parcels identified in Chapter 10 Schedule A 7.5 become CTFN Settlement Land:</u>		
CTFN	Manage, to the extent practicable, those portions of the Chilkat Trail which lie within those Parcels of CTFN Settlement Land in the Park in a manner consistent with the objectives set out in Chapter 10 Schedule A 2.1.3 to 2.1.8.	Prior to the implementation of the Approved Management Plan
CTFN	Manage those portions of the Chilkat Trail which lie within those Parcels of CTFN Settlement Land in the Park in accordance with the Approved Management Plan; and, when authorizing any uses of that land on these CTFN Settlement Land Parcels, ensure they are consistent with uses which may be made of the Park.	After approval of the management plan

PROJECT: Review and Amendment of the Approved Management Plan for Kusawa Park (the "Park")

RESPONSIBLE PARTY: CTFN, Kwanlin Dun First Nation ("KDFN"),
Champagne and Aishihik First Nations ("CAFN"),
Yukon, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 8.1 Government shall request each of the Three First Nations to participate in a joint review of the Approved Management Plan no later than 5 years after its initial approval and at least every 10 years after the first review, unless otherwise agreed by the parties.
- 8.2 If any of the Three First Nations does not agree to participate in the review under 8.1, within 90 days of being requested by Government to do so, the review may proceed without their participation.
- 8.4 Review of the Approved Management Plan under 8.1 shall include a process for public consultation.
- 8.5 The parties participating in the review under 8.1 shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.
- 8.6 If the parties participating in the review under 8.1 are unable, within 90 days of completion of the review of the Approved Management Plan, to reach consensus pursuant to 8.5, any of them may refer the matter to the dispute resolution process under 26.4.0.
- 8.7 If the matter is referred to the dispute resolution process under 8.6 and is not resolved, or if the matter under 8.6 is not referred to dispute resolution, the Minister shall determine what action, if any, shall result from the review of the Approved Management Plan and shall advise each of the Three First Nations of its decision in writing.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 8.3, 8.8; 26.4.0

Responsibility	Activities	Timing
Yukon	Request each of the CTFN, KDFN and CAFN to participate in a joint review of the Approved Management Plan.	No later than 5 years after the initial approval of the Approved Management Plan, and, unless otherwise agreed by the parties, at least every 10 years thereafter
CTFN, KDFN, CAFN	At discretion, agree to participate in a joint review of the provisions of the Approved Management Plan.	Within 90 days of the request by Yukon
The parties participating in the review under 8.1	Establish terms of reference for a joint review of the Approved Management Plan, and jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation.	In the year preceding the review
The parties participating in the review under 8.1	Conduct review of the Approved Management Plan. Identify proposed amendments, if any.	In accordance with the terms of reference and according to the agreed-upon work plan
The parties participating in the review under 8.1	Make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.	Within 90 days of the completion of the review of the Approved Management Plan
<u>If the parties participating in the review under 8.1 are able to reach consensus under 8.5 as to any action to be taken as a result of the reviews of the Approved Management Plan:</u>		
Yukon	Amend Approved Management Plan if Approved Management Plan is to be amended.	As necessary
<u>If, within 90 days of completion of the review of the Approved Management Plan, the parties participating in the review under 8.1 are unable to reach consensus under 8.5 as to any action to be taken as a result of the reviews of the Approved Management Plan:</u>		
Any of the parties participating in the review under 8.1	At discretion, refer the matter to the dispute resolution process under 26.4.0.	As necessary

Responsibility

Activities

Timing

If the matter referred to the dispute resolution process is not resolved:

Minister	Determine what action, if any, shall result from the review of the Approved Management Plan, and advise CTFN, KDFN and CAFN of its decision in writing. If Approved Management Plan is to be amended, amend Approved Management Plan.	Following determination under 8.7
----------	---	-----------------------------------

In conducting subsequent reviews of the Approved Management Plan:

CTFN, KDFN, CAFN and Yukon	Carry out reviews of the Approved Management Plan within the time frames for the activities listed above.	As required
----------------------------	---	-------------

Planning Assumptions

1. The terms of reference discussions will identify time lines, budgetary and other resources indicated by each party for its participation in carrying out the review.

PROJECT: Adjustment of the boundaries of Kusawa Park (the “Park”)

RESPONSIBLE PARTY: CTFN, Kwanlin Dun First Nation (“KDFN”),
Champagne and Aishihik First Nations (“CAFN”), Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 8.3 At the time of a review of the Approved Management Plan under 8.1, any of the Three First Nations may request Government to consider an adjustment of the boundaries of the Park. Within 90 days of receiving such a request, Government shall advise each of the Three First Nations, in writing, of its response to such request.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 8.1

Responsibility	Activities	Timing
Any of CTFN, KDFN or CAFN	At discretion, request Yukon to consider an adjustment of Park boundaries.	At the time of the review of the Approved Management Plan
Yukon	Advise each of CTFN, KDFN and CAFN in writing of its response to a request to consider an adjustment of Park boundaries.	Within 90 days of receipt of such request

PROJECT: Implementation and monitoring of the Approved Management Plan for Kusawa Park (the “Park”)

RESPONSIBLE PARTY: CTFN, Kwanlin Dun First Nation (“KDFN”),
Champagne and Aishihik First Nations (“CAFN”),
Yukon, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

8.9 Government and, subject to 8.10, each of the Three First Nations, shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

8.11 Following the first anniversary of approval of the Approved Management Plan, Government and, subject to 8.12 each of the Three First Nations, shall meet once a year, if requested by any of them, to review the implementation of the Approved Management Plan by Government.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 8.10, 8.12, 13.1.0 (all), 13.8.0 (all)

Responsibility

Activities

Timing

Yukon and,
subject to 8.10,
CTFN, KDFN
and CAFN

Consider and, at discretion, develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

After approval of the management plan

If requested by any of CTFN, KDFN, CAFN or Yukon:

Yukon and,
subject to 8.12,
CTFN, KDFN
and CAFN

Meet to review the implementation of the Approved Management Plan by Yukon.

Annually, following the first anniversary of approval of the Approved Management Plan

PROJECT: Inclusion of First Nation languages in interpretive displays and signs erected in, or related to, Kusawa Park (the “Park”)

RESPONSIBLE PARTY: CTFN, Kwanlin Dun First Nation (“KDFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 11.1 Applicable First Nation languages shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of Carcross/Tagish People, Kwanlin Dun or Champagne and Aishihik People that may be erected in, or related to, the Park.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 11.2, 11.3, 11.4, 13.1.0 (all), 13.8.0 (all)

Responsibility	Activities	Timing
Yukon	Notify and discuss with CTFN, KDFN and CAFN when proposing to develop interpretive displays or signage that may be erected in, or related to, the Park, including applicable First Nation languages.	As necessary
Yukon	Where practicable, include the applicable First Nation languages in any interpretive display or sign that is erected in, or related to, the Park.	As required
Yukon	If Yukon deems it not to be practicable to include the applicable First Nation languages in an interpretive display or sign that Yukon is considering erecting in, or which is related to, the Park, notify CTFN, KDFN and CAFN, providing reasons.	Prior to erecting interpretive display or sign

Planning Assumption

1. CTFN, KDFN or CAFN may recommend to Yukon interpretive displays and signs that may be erected in, or related to, the Park.

PROJECT: Recommendations on naming or renaming of places or features in the Kusawa Park (the “Park”)

RESPONSIBLE PARTY: Yukon, YGPNB

PARTICIPANT / LIAISON: CTFN, Kwanlin Dun First Nation (“KDFN”), Champagne and Aishihik First Nations (“CAFN”), Canada

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

11.2 When considering the naming or renaming of places or features in the Park, the responsible agency shall Consult with each of the Three First Nations.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 11.1, 11.3, 11.4, 13.1.0 (all), 13.8.0 (all)

Responsibility	Activities	Timing
YGPNB	Refer proposals for naming or renaming places or features in the Park to each of CTFN, KDFN and CAFN.	Within a reasonable period of time after receipt of proposals
CTFN, KDFN, CAFN and Yukon	Undertake the necessary research and provide views to the YGPNB.	Within a reasonable period of time as proposed by the YGPNB or as the parties may agree
YGPNB	Provide full and fair consideration of views presented.	After each of CTFN, KDFN and CAFN provide their views
YGPNB	Notify each of CTFN, KDFN, CAFN, Yukon and Canada of the recommendations to be made.	After considering views presented

PROJECT: Notice of, and employment associated with, contract opportunities in the establishment of the Kusawa Park (the “Park”), construction of Park facilities, and the operation and maintenance of the Park **which are contracted by public tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN, Kwanlin Dun First Nation (“KDFN”), Champagne and Aishihik First Nation (“CAFN”)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 12.1 Government shall provide written notice to each of the Three First Nations of any public tender for contracts associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park.
- 12.7 Government shall include in any contract opportunities associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, criteria for:
 - 12.7.1 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms;
 - 12.7.2 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and
 - 12.7.3 employment of Champagne and Aishihik People or engagement of Champagne and Aishihik Firms.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 12.4, 12.8, 12.9, 22.5.1

Responsibility	Activities	Timing
Yukon	Provide written notice of any public tender for contracts associated with the establishment of the Park, construction of the Park facilities and the operation and maintenance of the Park to each of CTFN, KDFN and CAFN.	When issuing notice of public tender for matters referred in 12.1
Yukon	Include, in the public tender, criteria for employment of Carcross/Tagish People, Kwanlin Dun and Champagne and Aishihik People or the engagement of Carcross/Tagish Firms, Kwanlin Dun Firms and Champagne and Aishihik Firms.	When issuing notice of public tender pursuant to 12.1

PROJECT: Employment associated with contract opportunities in the establishment of the Kusawa Park (the “Park”), construction of Park facilities, and the operation and maintenance of the Park **which are contracted by invitational tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN, Kwanlin Dun First Nation (“KDFN”), Champagne and Aishihik First Nation (“CAFN”)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

12.2 Government shall include each of the Three First Nations in any invitational tender for contracts associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park.

12.7 Government shall include in any contract opportunities associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, criteria for:

12.7.1 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms;

12.7.2 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and

12.7.3 employment of Champagne and Aishihik People or engagement of Champagne and Aishihik Firms.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 12.5, 12.8, 12.9, 22.5.1

Responsibility	Activities	Timing
Yukon	Include each of CTFN, KDFN and CAFN in any invitational tender for contracts associated with the establishment of the Park, construction of the Park facilities or the operation and maintenance of the Park.	When issuing an invitational tender pursuant to 12.2
Yukon	Include, in the invitational tender, criteria for employment of each of Carcross/Tagish People, Kwanlin Dun and Champagne and Aishihik People or the engagement of Carcross/Tagish Firms, Kwanlin Dun Firms and Champagne and Aishihik Firms.	When issuing an invitational tender pursuant to 12.2

PROJECT: Notice of, and economic and employment opportunities associated with, the establishment of the Kusawa Park (the “Park”), construction of Park facilities, and the operation and maintenance of the Park **which are contracted by other than public or invitational tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN, Kwanlin Dun First Nation (“KDFN”),
Champagne and Aishihik First Nation (“CAFN”)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

12.3 The Three First Nations shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, upon the same terms and conditions as would be offered to others. A first opportunity shall be offered in the following manner:

12.3.1 Government shall give notice in writing to each of the Three First Nations specifying the terms and conditions of any such contract;

12.3.2 the Three First Nations may exercise the first opportunity referred to in 12.3 by each of them advising Government in writing within 60 days of receipt of the notice referred to in 12.3.1, specifying the entity which will be accepting such contract provided that:

12.3.3 if any of the Three First Nations does not advise Government within the time and in the manner specified in 12.3.2, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remainder of the Three First Nations pursuant to 12.3.2;

12.3.4 if those of the Three First Nations who advise Government pursuant to 12.3.2 do not specify the same entity which will be accepting the contract; then

12.3.4.1 if any of those Three First Nations does not have in effect a Final Agreement that includes this schedule and that First Nation has specified a different entity, it shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remainder of the Three First Nations; or

12.3.4.2 if those of the Three First Nations who have in effect a Final Agreement that includes this schedule specify different entities, each of them shall be deemed to have given notice that they do not accept the first opportunity to accept the contract.

12.7 Government shall include in any contract opportunities associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, criteria for:

- 12.7.1 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms;
- 12.7.2 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and
- 12.7.3 employment of Champagne and Aishihik People or engagement of Champagne and Aishihik Firms.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 12.4, 12.5, 12.6, 12.8, 12.9

Responsibility	Activities	Timing
<u>If offering a contract other than by public or invitational tender that is associated with the establishment, construction, or operation and maintenance of the Park:</u>		
Yukon	Notify each of CTFN, KDFN and CAFN in writing, specifying the terms and conditions of the contract.	When proceeding with a contract pursuant to 12.3
Yukon	Include in the terms and conditions of any contract associated with the establishment of the Park, criteria for employment of each of Carcross/Tagish People, Kwanlin Dun, and Champagne and Aishihik People or the engagement of Carcross/Tagish Firms, Kwanlin Dun Firms and Champagne and Aishihik Firms.	When offering a contract pursuant to 12.3
CTFN, KDFN, and/or CAFN	At discretion, advise Yukon in writing of the intention of each of CTFN and KDFN and CAFN to accept the contract, specifying the entity which will be accepting such contract.	Within 60 days of receipt of the written notice
<u>If CTFN and/or KDFN and/or CTFN advise Yukon within the time frame and in a manner set out in 12.3.2, and is (are) not deemed to have declined or not accepted the opportunity under 12.3.4:</u>		
Yukon	Offer the contracting opportunity to the entity which will be accepting such contract.	As required

PROJECT: Transfer of land and designation of Lewes Marsh Habitat Protection Area (the "LMHPA")

RESPONSIBLE PARTY: CTFN, Canada, Yukon,
Kwanlin Dun First Nation ("KDFN")
Ta'an Kwach'an Council ("TKC")

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

3.2 Except as provided in 3.3, as soon as practicable after the Effective Date and following the transfer referred to in 3.1, the Yukon shall designate the Area as a habitat protection area pursuant to the Wildlife Act, R.S.Y. 2002, c. 229, to be known as the Lewes Marsh Wetland Habitat Protection Area.

3.3 The Habitat Protection Area shall not include:

3.3.1 the mines and minerals, in, on or under the Area and the right to work the mines and minerals;

3.3.2 the land shown as:

KDFN R-7A,
KDFN R-60A,
KDFN R-77B,
KDFN R-78B,
KDFN S-42B/D,
KDFN S-164B/D,
KDFN S-176B,
KDFN S-179B

on map Lewes Marsh Habitat Protection Area ("LMHPA") in Appendix B - Maps, which forms a separate volume to this Agreement,

3.3.3 the land shown as:

CTFN R-13A,
CTFN S-86B,

on map Lewes Marsh Habitat Protection Area ("LMHPA") in Appendix B - Maps, which forms a separate volume to this Agreement,

3.3.4 any land which is Settlement Land of a Yukon First Nation as of the Effective Date;

3.3.5 any land in respect of which a title is registered in the Land Titles Office as of the Effective Date to a Person who is not a party to this Agreement;

3.3.6 any Crown Land that is subject to an agreement for sale or a lease containing an option to purchase, issued by Government on or before the Effective Date.

- 3.4 The designation as a protected habitat area shall not be removed from any part of the Habitat Protection Area without the agreement of the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada.
- 3.5 Subject to 3.8 and 3.9, Government shall, no later than the Effective Date:
- 3.5.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13;
- 3.5.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17;
- 3.6 Subject to 3.8 and 3.9, the Yukon shall, no later than the Effective Date, withdraw the Area from disposition under the Oil and Gas Act, R.S.Y. 2002, c. 162.
- 3.7 Subject to 3.8 and 3.9, no one may explore for coal in, on or under the Area.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 3.1, 3.8, 3.9; Appendix B - Maps 'Lewes Marsh Habitat Protection Area ("LMHPA")'

Responsibility	Activities	Timing
Yukon	Designate the Area as a habitat protection area pursuant to the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229.	As soon as practicable after the Effective Date
Yukon	Prohibit entry on the Area for the purpose of locating, prospecting or mining under the <u>Quartz Mining Act</u> , S.Y. 2003 and the <u>Placer Mining Act</u> , S.Y. 2003, c. 13.	No later than the Effective Date
Yukon	Withdraw the mines and minerals, in on or under the Area from disposal under the <u>Territorial Lands (Yukon) Act</u> , S.Y. 2003, c. 17.	No later than the Effective Date
Yukon	Withdraw the Area from disposition under the <u>Oil and Gas Act</u> , R.S.Y. 2002, c. 162, and ensure that no one explores for coal in, on or under the Area.	No later than the Effective Date

If considering removal of designation of all or part of the LMHPA:

Yukon, CTFN, KDFN, TKC or Canada	Request agreement of other parties on removal of designation of all or part of the LMHPA.	As necessary
Other parties	Consider request and grant or deny request.	Within a reasonable time after receiving request

Responsibility

Activities

Timing

Yukon

Remove designation of all or part of the LMHPA as agreed.

If all parties agree

Planning Assumption

1. The administration and control of certain Crown Land in the Yukon Territory became the responsibility of Yukon, pursuant to the Devolution Transfer Agreement which came into effect on April 1, 2003.

PROJECT: Establishment of Steering Committee for Lewes Marsh Habitat Protection Area (the "LMHPA")

RESPONSIBLE PARTY: Yukon, CTFN, Canada

PARTICIPANT / LIAISON: Kwanlin Dun First Nation ("KDFN"),
Ta'an Kwach'an Council ("TKC")

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 4.1 A steering committee (the "Steering Committee") shall be established as soon as practicable after the Effective Date to prepare and recommend a management plan for the Habitat Protection Area.
- 4.2 The Steering Committee shall be comprised of three, four or six members of whom half shall be designated by Government and half shall be designated as follows:
 - 4.2.1 Government shall request that each of the Carcross/Tagish First Nation, the Kwanlin Dun First Nation and the Ta'an Kwach'an Council designate one member.
 - 4.2.2 if three members are designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of six members and Government shall designate three members of whom one shall be designated by Canada, and two shall be designated by the Yukon;
 - 4.2.3 if only two members are designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of four members and Government shall designate members of whom one shall be designated by Canada and one shall be designated by the Yukon.
 - 4.2.4 if only one member is designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of three members of whom one shall be designated by Canada and one shall be designated by the Yukon.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 3.2, 4.3, 4.4

Responsibility	Activities	Timing
Yukon	Request CTFN, KDFN and TKC to each designate one member of the Steering Committee within 90 days.	As soon as practicable after Effective Date
CTFN, KDFN and TKC	Each designate one member to the Steering Committee.	Within 90 days of receiving the request from Yukon

If three First Nation members are designated within 90 days of receiving the request to do so, the Steering Committee shall be comprised of six members:

Yukon	Designate two members to the Steering Committee.	As soon as practicable
Canada	Designate one member to the Steering Committee.	As soon as practicable

If only two First Nation members are designated within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members:

Yukon, Canada	Each designate one member to the Steering Committee.	As soon as practicable
---------------	--	------------------------

If only one First Nation member is designated within 90 days of receiving the request to do so, the Steering Committee shall be comprised of three members:

Yukon, Canada	Each designate one member to the Steering Committee.	As soon as practicable
---------------	--	------------------------

PROJECT: Recommendation and preparation of a Management Plan for Lewes Marsh Habitat Protection Area (the "LMHPA")

RESPONSIBLE PARTY: Steering Committee

PARTICIPANT / LIAISON: CTFN, Yukon, Canada, CTRRC,
Kwanlin Dun First Nation ("KDFN"),
Ta'an Kwach'an Council ("TKC"),
Laberge Renewable Resources Council,
Ibex Renewable Resources Council

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 5.1 The Steering Committee shall endeavour to recommend a management plan to the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada within 24 months of the establishment of the Steering Committee.
- 5.2 The management plan shall be consistent with the objectives set out in 2.1.2 to 2.1.10 of this schedule and with the Wildlife Act, R.S.Y. 2002, c. 229.
- 5.3 The Steering Committee shall consider and the management plan may address all matters pertaining to the management of the Habitat Protection Area including:
 - 5.3.1 Fish and Wildlife management and protection;
 - 5.3.2 habitat management and protection;
 - 5.3.3 land use;
 - 5.3.4 recreational use;
 - 5.3.5 access to and use of the Habitat Protection Area for commercial purposes;
 - 5.3.6 scientific research;
 - 5.3.7 traditional knowledge, customs and cultures of Kwanlin Dun, Carcross/Tagish People and Ta'an Kwach'an in connection with the Area;
 - 5.3.8 the role and views of the Kwanlin Dun First Nation , the Carcross/Tagish First Nation and Ta'an Kwach'an Council elders in the development of the management plan;
 - 5.3.9 the traditional use of the Area by the Kwanlin Dun First Nation, Kwanlin Dun, the Carcross/Tagish First Nation, Carcross/Tagish People and the Ta'an Kwach'an Council and Ta'an Kwach'an;
 - 5.3.10 the current use of the Area by the Kwanlin Dun First Nation, Kwanlin Dun, the Carcross/Tagish First Nation, Carcross/Tagish People, the Ta'an Kwach'an Council and Ta'an Kwach'an;

- 5.3.11 measures to enhance public awareness and appreciation of the Habitat Protection Area;
- 5.3.12 whether other designations for the Area would better address the objectives set out at 2.1.2 to 2.1.8 of this schedule; and
- 5.3.13 such other matters as may be proposed by Government, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council if agreed to by those who have designated members to the Steering Committee.
- 5.4 The preparation of the management plan shall include a process for public consultation.
- 5.5 Prior to approval of the management plan, the Steering Committee may refer the management plan to the Ibex Renewable Resources Council, the Carcross/Tagish Renewable Resources Council and the Laberge Renewable Resources Council for their review and recommendations.
- 5.6 In preparing a management plan to recommend pursuant to 5.1, if the members of the Steering Committee are unable to reach a consensus as to the matters to be included in a management plan, any member of the Steering Committee may, upon direction from the body that designated them, refer the matter to dispute resolution under 26.4.0.
- 5.7 The Steering Committee shall forward a proposed management plan to the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada indicating what matters, if any, remain outstanding.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 3.2; 26.4.0

Responsibility	Activities	Timing
Steering Committee	Consider and, at discretion, address all matters pertaining to the management of the LMHPA including matters listed in 5.3 (all) when preparing the proposed management plan, the preparation of which includes a process for public consultation.	As necessary
Steering Committee	At discretion, refer the proposed management plan to the CTRRC, the Ibex Renewable Resources Council and the Laberge Renewable Resources Council for their review and considerations.	As necessary
Steering Committee	Forward a proposed management plan to the Yukon, CTFN, KDFN, TKC and Canada, indicating what matters, if any remain outstanding.	Within 24 months of establishment of Steering Committee if practicable

If members of Steering Committee are unable to reach consensus as to the matters to be included in a management plan:

Any member of Steering Committee	Upon direction from the body that designated the member, refer the matter to dispute resolution under 26.4.0	As necessary
----------------------------------	--	--------------

PROJECT: Approval of the Management Plan for Lewes Marsh Habitat Protection Area (the “LMHPA”)

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN, Canada,
Kwanlin Dun First Nation (“KDFN”),
Ta’an Kwach’an Council (“TKC”)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 6.1 Within 90 days of receipt of the management plan from the Steering Committee, the Yukon shall request each of Canada, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council to participate in a joint review of:
 - 6.1.1 any recommendations made pursuant to 5.3.12 with a view to reaching a consensus on whether to act upon any such recommendations; and
 - 6.1.2 all other provisions set out in the management plan from the Steering Committee, and any outstanding matters.
- 6.2 If the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council does not participate in the review under 6.1, within 90 days of being requested by Government to do so, the review may proceed without their participation.
- 6.3 The parties participating in the review under 6.1.2 shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 6.4 If the parties participating in the review fail to reach a consensus under 6.3, the Minister may accept, vary or set aside the provisions set out in the management plan from the Steering Committee.
- 6.5 The decision of the Minister under 6.4 as to the provisions to be included in the management plan shall be forwarded to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada in writing.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 5.0 (all), 7.2, 7.3.1, 7.4.1, 7.5, 7.6, 9.0 (all), 10.1, 11.1, 11.3 , 14.1, 14.2, 14.3 (all)

Responsibility	Activities	Timing
Yukon	Request Canada, CTFN, KDFN, TKC to participate in a joint review of recommendations pursuant to Chapter 10 Schedule B 5.3.12 with a view to reaching consensus on whether to act upon an such recommendations and all other provisions set out in the management plan and any outstanding issues.	Within 90 days of receipt of the management plan from the Steering Committee
Yukon	Proceed with review of management plan with any other parties participating in the review.	After 90 days of requesting other parties to participate in review.
Parties to the review	Make reasonable efforts to reach consensus under Chapter 10 Schedule B 6.3.	As required
<u>If the parties participating in the review are able to reach consensus under Chapter 10 Schedule B 6.3 as to the provisions to be included in the management plan:</u>		
Yukon	Publish the Approved Management Plan and forward it to Canada, CTFN, KDFN, and TKC.	After completion of review
<u>If the parties participating in the review are unable to reach consensus under Chapter 10 Schedule B 6.3 as to the provisions to be included in the management plan:</u>		
Minister (Yukon)	Accept, vary or set aside provisions set out in the management plan from the Steering Committee and forward decision to Canada, CTFN, KDFN, and TKC.	As necessary

PROJECT: Implementation of Approved Management Plan for Lewes Marsh Habitat Protection Area (the "LMHPA")

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 7.1 The Yukon shall manage the Habitat Protection Area in accordance with the Approved Management Plan and the Wildlife Act, R.S.Y. 2002, c. 229.
 - 7.1.1 If the designation for the Area is changed as a result of a consensus reached under 6.1.1, this schedule shall be amended to reflect the new designation.
- 7.2 Prior to the implementation of the Approved Management Plan, the Yukon shall manage the Habitat Protection Area in accordance with the Wildlife Act, R.S.Y. 2002, c. 229 and to the extent practicable, in a manner consistent with the objectives set out at 2.1.2 to 2.1.10 of this schedule.
- 7.4 If any part of the cross-hatched portion of the land shown as C/TFN R-13A on map Lewes Marsh Habitat Protection Area ("LMHPA") in Appendix B - Maps, which forms a separate volume to this Agreement, becomes Settlement Land of the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall manage that part of the cross-hatched portion in a manner consistent with the Approved Management Plan and any uses thereof authorized by the Carcross/Tagish First Nation shall be compatible with the uses which may be made of the Habitat Protection Area.
 - 7.4.1 Prior to the implementation of the Approved Management Plan, the Carcross/Tagish First Nation shall, to the extent practicable, manage any part of the cross-hatched portion of the land shown as C/TFN R-13A on map Lewes Marsh Habitat Protection Area ("LMHPA") in Appendix B - Maps, which forms a separate volume to this Agreement, which becomes Settlement Land of the Carcross/ Tagish First Nation, in a manner consistent with the objectives set out at 2.1.2 to 2.1.8 of this schedule.
- 7.5 Government shall manage the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with Laws of General Application.
- 7.6 In managing the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with Laws of General Application, Government shall, to the extent practicable, take into account the objectives set out in 2.1.2 to 2.1.10 of this schedule.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 2.1.2 to 2.1.10, 6.1.1, 6.3, 6.5, 7.3 (all) 9.0 (all), 10.1, 11.3, 14.1, 14.2, 14.3 (all); Appendix B - Maps 'Lewes Marsh Habitat Protection Area ("LMHPA")'

Responsibility	Activities	Timing
Yukon	Manage the LMHPA in accordance with the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229 and to the extent practicable, in a manner consistent with the objectives set out in Chapter 10 Schedule B 2.1.2 to 2.1.10.	Prior to implementation of the Approved Management Plan
Yukon	Manage the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with the Laws of General Application and to the extent practicable, take into account Chapter 10 Schedule B 2.1.2 to 2.1.10.	Prior to and after approval of the management plan
<u>If any part of the cross-hatched portion of the land shown as C/TFN R-13A on map Lewes Marsh Habitat Protection Area ("LMHPA") in Appendix B - Maps, becomes Settlement Land:</u>		
CTFN	To the extent practicable, manage any part of the cross-hatched portion of the land shown as C/TFN R-13A on map Lewes Marsh Habitat Protection Area ("LMHPA") in Appendix B - Maps in a manner consistent with the objectives set out in Chapter 10 Schedule B 2.1.2 to 2.1.8.	Prior to implementation of the Approved Management Plan
CTFN	To the extent practicable, manage any part of the cross-hatched portion of CTFN R-13A on map Lewes Marsh Habitat Protection Area ("LMHPA") in Appendix B - Maps in a manner consistent with Approved Management Plan; and when authorizing any uses of that land on these CTFN Settlement Land Parcels, ensure they are compatible with uses which may be made of the LMHPA.	After approval of the management plan

PROJECT: Review and Amendment of the Approved Management Plan for Lewes Marsh Habitat Protection Area (the “LMHPA”)

RESPONSIBLE PARTY: Yukon, Canada, CTFN,
Kwanlin Dun First Nation (“KDFN”),
Ta’an Kwach’an Council (“TKC”)

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 8.1 Unless otherwise agreed, the Yukon shall request each of Canada, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council to participate in a joint review of the Approved Management Plan no later than five years after its initial approval and at least every 10 years thereafter.
- 8.2 If the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council declines to participate in the review under 8.1, within 90 days of being requested by the Yukon to do so, the review may proceed without their participation.
- 8.3 Review of the Approved Management Plan under 8.1 shall include a process for public consultation.
- 8.4 The parties participating in the review under 8.1 shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.
- 8.5 The Minister shall determine what action, if any, shall result from the review of the Approved Management Plan and shall advise the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada of its decision in writing.
- 8.6 Amendments to the Approved Management Plan, other than through the review process set out in 8.1 to 8.5, may only be made by the Yukon, and shall follow a process based on the principles of 8.1, 8.2, 8.4 and 8.5.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 5.3 (all), 7.1 (all), 7.3, 7.4, 7.5, 7.6, 9.1 (all), 10.1, 11.1, 11.3, 14.1, 14.2, 14.3 (all)

Responsibility	Activities	Timing
Yukon	Unless otherwise agreed, request Canada, CTFN, KDFN and TKC to participate in a joint review of the Approved Management Plan.	No later than five years after Approved Management Plan initial approval and at least every 10 years thereafter

Responsibility	Activities	Timing
Yukon, Canada and CTFN, KDFN and TKC if participating in the review	Proceed with review, that includes process for public consultation.	90 days after requesting parties to participate
Parties participating in review	Make reasonable efforts to reach consensus as to any action to be taken as a result of the review.	As necessary
Minister (Yukon)	Determine what action, if any, shall result from the review and advise CTFN, Canada, KDFN and TKC of its decision in writing.	As soon as practicable after completion of review
<u>When making amendments to the Approved Management Plan, other than through the review process set out in 8.1 to 8.5:</u>		
Yukon	Follow a process based on principles of Chapter 10 Schedule B 8.1, 8.2, 8.4 and 8.5.	As necessary

PROJECT: Inclusion of First Nation languages in interpretive displays and signs erected in, or related to, Lewes Marsh Habitat Protection Area (the “LMHPA”)

RESPONSIBLE PARTY: CTFN , Yukon,
Kwanlin Dun First Nation (“KDFN”),
Ta’an Kwach’an Council (“TKC”)

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 11.1 Applicable First Nation languages shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of Carcross/Tagish People, Kwanlin Dun and Ta'an Kwach'an that may be erected in, or related to, the Habitat Protection Area.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 11.2, 11.3, 13.1.0 (all), 13.8.0 (all)

Responsibility	Activities	Timing
Yukon	Notify and discuss with CTFN, KDFN and TKC when proposing to develop interpretive displays or signage that may be erected in, or related to, the LMHPA, including applicable First Nation languages.	As necessary
Yukon	Where practicable, include the applicable First Nation languages in any interpretive display or sign that is erected in, or related to, the LMHPA.	As required
Yukon	If Yukon deems it not to be practicable to include the applicable First Nation languages in an interpretive display or sign that Yukon is considering erecting in, or which is related to, the LMHPA, notify CTFN, KDFN and TKC, providing reasons.	Prior to erecting interpretive display or sign

Planning Assumption

1. CTFN, KDFN or TKC may recommend to Yukon interpretive displays and signs that may be erected in, or related to, the LMHPA.

PROJECT: Recommendations on naming or renaming of places or features in the Lewes Marsh Habitat Protection Area (the “LMHPA”)

RESPONSIBLE PARTY: Yukon, YGPNB

PARTICIPANT / LIAISON: CTFN, Yukon, Canada,
Kwanlin Dun First Nation (“KDFN”),
Ta’an Kwach’an Council (“TKC”)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 11.2 When considering the naming or renaming of places or features in the Habitat Protection Area, the responsible agency shall Consult with the Carcross/Tagish First Nation, the Kwanlin Dun First Nation and the Ta'an Kwach'an Council jointly.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 11.1, 11.3, 13.1.0 (all), 13.8.0 (all)

Responsibility	Activities	Timing
YGPNB	Refer proposals for naming or renaming places or features in the LMHPA to each of CTFN, KDFN and TKC.	Within a reasonable period of time after receipt of proposals
CTFN, KDFN, TKC and Yukon	Undertake the necessary research and provide views to the YGPNB.	Within a reasonable period of time as proposed by the YGPNB or as the parties may agree
YGPNB	Provide full and fair consideration of views presented.	After each of CTFN, KDFN and TKC provide their views
YGPNB	Notify each of CTFN, KDFN, TKC, Yukon and Canada of the recommendations to be made.	After considering views presented

PROJECT: Notice of, and employment associated with, contract opportunities in the establishment of the Lewes Marsh Habitat Protection Area (the "LMHPA"), construction of LMHPA facilities, and the operation and maintenance of the LMHPA **which are contracted by public tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN,
Kwanlin Dun First Nation ("KDFN"),
Ta'an Kwach'an Council ("TKC")

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 12.1 Government shall provide written notice to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council of any public tender for contracts associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.
- 12.7 Government shall include in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area, criteria for:
 - 12.7.1 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms;
 - 12.7.2 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms; and
 - 12.7.3 employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 12.4, 12.8, 12.9, 22.5.1

Responsibility	Activities	Timing
Yukon	Provide written notice of any public tender for contracts associated with the establishment of the LMHPA, construction of the LMHPA facilities and the operation and maintenance of the LMHPA to each of CTFN, KDFN and TKC.	When issuing notice of public tender for matters referred in 12.1
Yukon	Include, in the public tender, criteria for employment of Carcross/Tagish People, Kwanlin Dun and Ta'an Kwach'an or the engagement of Carcross/Tagish Firms, Kwanlin Dun Firms and Ta'an Kwach'an Firms.	When issuing notice of public tender pursuant to 12.1

PROJECT: Employment associated with contract opportunities in the establishment of the Lewes Marsh Habitat Protection Area (the “LMHPA”), construction of LMHPA facilities, and the operation and maintenance of the LMHPA **which are contracted by invitational tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN,
Kwanlin Dun First Nation (“KDFN”),
Ta’an Kwach’an Council (“TKC”)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

12.2 Government shall include the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council in any invitational tender for contracts associated with the establishment of the Habitat Protection Area , construction of the Habitat Protection Area facilities or the operation and maintenance of the Habitat Protection Area.

12.7 Government shall include in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area, criteria for:

12.7.1 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms;

12.7.2 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms;
and

12.7.3 employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 12.5, 12.8, 12.9, 22.5.1

Responsibility	Activities	Timing
Yukon	Include each of CTFN, KDFN and TKC in any invitational tender for contracts associated with the establishment of the LMHPA, construction of the LMHPA facilities or the operation and maintenance of the LMHPA.	When issuing an invitational tender pursuant to 12.2
Yukon	Include, in the invitational tender, criteria for employment of each of Carcross/Tagish People, Kwanlin Dun and Ta'an Kwach'an or the engagement of Carcross/Tagish Firms, Kwanlin Dun Firms and Ta'an Kwach'an Firms.	When issuing an invitational tender pursuant to 12.2

PROJECT: Notice of, and economic and employment opportunities associated with, the establishment of the Lewes Marsh Habitat Protection Area (the "LMHPA"), construction of LMHPA facilities, and the operation and maintenance of the LMHPA **which are contracted by other than public or invitational tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN,
Kwanlin Dun First Nation ("KDFN"),
Ta'an Kwach'an Council ("TKC")

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

12.3 The Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area upon the same terms and conditions as would be offered to others. A first opportunity shall be offered in the following manner:

12.3.1 Government shall give notice in writing to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council specifying the terms and conditions of any such contract;

12.3.2 The Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council may exercise the first opportunity referred to in 12.3 by **each of them** advising Government in writing, within 60 days of receipt of the notice referred to in 12.3.1, specifying the entity which will be accepting such contract; and

12.3.3 if the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council fail to advise Government within the time and in the manner specified in 12.3.2, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remaining First Nations pursuant to 12.3.2;

12.3.4 if the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council do not specify the same entity which will be accepting the contract, then:

12.3.4.1 if one of the First Nations does not have in effect a Final Agreement which includes this schedule, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the other First Nations;

or

12.3.4.2 if all three of the First Nations have in effect a Final Agreement which includes this schedule, all three First Nations shall be deemed to have given notice that they decline the first opportunity to accept the contract.

12.7 Government shall include in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area, criteria for:

12.7.1 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms;

12.7.2 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms; and

12.7.3 employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 12.4, 12.5, 12.6, 12.8, 12.9

Responsibility

Activities

Timing

If offering a contract other than by public or invitational tender that is associated with the establishment, construction, or operation and maintenance of the LMHPA:

Yukon	Notify each of CTFN, KDFN and TKC in writing, specifying the terms and conditions of the contract.	When proceeding with a contract pursuant to 12.3
-------	--	--

Yukon	Include in the terms and conditions of any contract associated with the establishment of the LMHPA, criteria for employment of each of Carcross/Tagish People, Kwanlin Dun, and Champagne and Aishihik People or the engagement of Carcross/Tagish Firms, Kwanlin Dun Firms and Champagne and Aishihik Firms.	When offering a contract pursuant to 12.3
-------	---	---

CTFN, KDFN, and/or TKC	At discretion, advise Yukon in writing of the intention of each of CTFN and KDFN and TKC to accept the contract, specifying the entity which will be accepting such contract.	Within 60 days of receipt of the written notice
------------------------	---	---

If CTFN and/or KDFN and/or CTFN advise Yukon within the time frame and in a manner set out in 12.3.2, and is (are) not deemed to have declined or not accepted the opportunity under 12.3.4:

Yukon	Offer the contracting opportunity to the entity which will be accepting such contract.	As required
-------	--	-------------

PROJECT: Establishment of the Tagish Habitat Protection Area (the “Area”)

RESPONSIBLE PARTY: CTFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 3.1 As soon as practicable after the Effective Date, if Canada has not already done so, Canada shall transfer to the Commissioner of the Yukon the administration and control of the Crown Land within the Area, excluding the mines and minerals and the right to work the mines and minerals, in, on or under the Crown Land .
- 3.2 Except as provided in 3.3, as soon as practicable after the Effective Date and following the transfer referred to in 3.1, the Yukon shall designate the Area as a protected habitat area pursuant to the Wildlife Act, R.S.Y. 2002, c. 229, to be known as the Tagish River Habitat Protection Area.
- 3.3 The Habitat Protection Area shall not include:
 - 3.3.1 the mines and minerals, in, on or under the Area and the right to work the mines and minerals;
 - 3.3.2 any land which is Settlement Land as of the Effective Date of this Agreement;
 - 3.3.3 any land in respect of which a title is registered in the Land Titles Office as of the Effective Date of this Agreement to a Person who is not a party to this Agreement;
 - 3.3.4 any Crown Land that is subject to an agreement for sale or a lease containing an option to purchase, issued by Government on or before the Effective Date of this Agreement;
 - 3.3.5 the unnamed island in Tagish River as shown on map Tagish River Habitat Protection Area ("TRHPA") in Appendix B - Maps, which forms a separate volume to this Agreement.
- 3.4 The designation as a protected habitat area shall not be removed from any part of the Habitat Protection Area without the agreement of the Yukon, the Carcross/Tagish First Nation and Canada.
- 3.5 Subject to 3.8 and 3.9, Government shall, no later than the Effective Date:
 - 3.5.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13; and
 - 3.5.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17.

- 3.6 Subject to 3.8 and 3.9, the Yukon shall, no later than the Effective Date, withdraw the Area from disposition under the Oil and Gas Act, R.S.Y. 2002, c. 162.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 3.7, 3.8 (all), 3.9

Responsibility	Activities	Timing
Yukon	Prohibit entry on the Area for the purposes of locating, prospecting or mining under the <u>Quartz Mining Act</u> , S.Y. 2003 and the <u>Placer Mining Act</u> , S.Y. 2003, c. 13; withdraw mines and minerals in, on or under the Area from disposal under the <u>Territorial Lands (Yukon) Act</u> , S.Y. 2003, c. 17; and withdraw the Area from disposition under the <u>Oil and Gas Act</u> , R.S.Y. 2002, c. 162.	No later than the Effective Date
Yukon	Notify CTFN and Canada of prohibition and withdrawal.	As soon as practicable after the Effective Date
Yukon	Designate the Area as Tagish River Habitat Protection Area under the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229 in accordance with this schedule.	As soon as practicable after the transfer
Yukon	Notify CTFN and Canada of the designation of the Area.	As soon as practicable after designation
Yukon, Canada and CTFN	If making a proposal to remove the designation as a Habitat Protection Area, pursuant to the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229 from any part of the Area, forward the proposal to the other parties.	As necessary
Yukon, Canada and CTFN	Consider the proposal.	Within a reasonable period of time
Yukon	If the parties are in agreement, remove the designation from the part of the Area.	As necessary

Planning Assumption

- As of April 1, 2003, the administration and control of Crown Land in the Yukon Territory is the responsibility of Yukon.

PROJECT: Establishment of the Steering Committee for Tagish Habitat Protection Area (the “Area”)

RESPONSIBLE PARTY: CTFN, Yukon, Canada

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 4.2 The Steering Committee shall be comprised of six members, of whom three shall be designated by the Carcross/Tagish First Nation, two shall be designated by Yukon and one shall be designated by Canada.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 2.1 (all), 4.1, 4.3, 4.4

Responsibility	Activities	Timing
CTFN	Designate three members to the Steering Committee.	As soon as practicable
Yukon	Designate two members to the Steering Committee.	As soon as practicable
Canada	Designate one member to the Steering Committee.	As soon as practicable

PROJECT: Recommendation and approval of the management plan for the Tagish Habitat Protection Area (the “Area”)

RESPONSIBLE PARTY: Steering Committee

PARTICIPANT / LIAISON: CTFN, Yukon, Canada

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 5.1 The Steering Committee shall endeavour to recommend a management plan to the Yukon, the Carcross/Tagish First Nation and Canada within 24 months of the establishment of the Steering Committee.
- 5.2 The management plan shall be consistent with the objectives set out in 2.1.2 to 2.1.10 of this schedule and with the Wildlife Act, R.S.Y. 2002, c. 229.
- 5.3 The Steering Committee shall consider and the management plan may address all matters pertaining to the management of the Habitat Protection Area including:
 - 5.3.1 Fish and Wildlife management and protection;
 - 5.3.2 habitat management and protection;
 - 5.3.3 land use;
 - 5.3.4 recreational use;
 - 5.3.5 access to and use of the Habitat Protection Area for commercial purposes;
 - 5.3.6 scientific research;
 - 5.3.7 traditional knowledge, customs and cultures of Carcross/Tagish People in connection with the Area;
 - 5.3.8 the role and views of Carcross/Tagish First Nation elders in the development of the management plan;
 - 5.3.9 the traditional use of the Area by the Carcross/Tagish First Nation, Carcross/Tagish People and other Yukon residents;
 - 5.3.10 the current use of the Area by the Carcross/Tagish First Nation and Carcross/Tagish People;
 - 5.3.11 measures to enhance public awareness and appreciation of the Habitat Protection Area;
 - 5.3.12 whether other designations for the Area would better address the objectives set out at 2.1.2 to 2.1.8 of this schedule; and
 - 5.3.13 such other matters as Government and the Carcross/Tagish First Nation may jointly request the Steering Committee to consider.

- 5.4 The preparation of the management plan shall include a process for public consultation.
- 5.5 Prior to approval of the management plan, the Steering Committee may refer the management plan to the Carcross/Tagish Renewable Resources Council for their review and recommendations.
- 5.6 In preparing a management plan to recommend pursuant to 5.1, if the members of the Steering Committee are unable to reach a consensus as to the matters to be included in a management plan, any member of the Steering Committee may, upon direction from the Party that designated them, refer the matter to dispute resolution under 26.4.0.
- 5.7 The Steering Committee shall forward a proposed management plan to the Yukon, Carcross/Tagish First Nation and Canada indicating what matters, if any, remain outstanding.
- 6.1 Within 90 days of receipt of the management plan from the Steering Committee, **the** Yukon, the Carcross/Tagish First Nation and Canada shall jointly review:
- 6.1.1 any recommendations made pursuant to 5.3.12 with a view to reaching consensus on whether to act upon any such recommendations; and
- 6.1.2 all other provisions set out in the management plan from the Steering Committee, and any outstanding matters.
- 6.2 The Yukon, the Carcross/Tagish First Nation and Canada shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 6.3 If the Yukon, the Carcross/Tagish First Nation and Canada fail to reach a consensus under 6.2, within 180 days of receipt of the management plan from the Steering Committee, the Minister may accept, vary or set aside the provisions set out in the management plan from the Steering Committee.
- 6.4 The decision of the Minister under 6.3 as to the provisions to be included in the Approved Management Plan shall be forwarded to Carcross/Tagish First Nation and Canada in writing.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 1.0 (all), 2.1 (all); 26.4.0 (all)

Responsibility	Activities	Timing
Steering Committee	Prepare a work plan for the development of the management plan for the Area including a public consultation process.	As soon as practicable after establishment of the Steering Committee
Steering Committee	At discretion, refer draft management plan to the CTRRC for review and recommendations.	Prior to the forwarding proposed management plan to CTFN, Yukon and Canada

Responsibility	Activities	Timing
Steering Committee	Endeavour to recommend a draft management plan to Yukon, Canada and CTFN which addresses all matters referred to in 5.3.	Within 24 months of the establishment of the Steering Committee

If the Steering Committee is **unable** to reach consensus as to the matters to be included in the management plan:

Any member of the Steering Committee	Upon direction from the party that designated them, and at discretion, refer the matter to the dispute resolution process under 26.4.0.	As necessary
Steering Committee	Forward proposed management plan to CTFN, Yukon and Canada indicating what matters, if any, remain outstanding.	Within 24 months of the establishment of the Steering Committee
CTFN, Yukon and Canada	Jointly review draft management plan.	Within 90 days of receipt of the draft management plan
CTFN, Yukon and Canada	Make reasonable attempts to reach consensus as to the provisions to be included in the management plan.	As required

If CTFN, Yukon and Canada are **able** to reach consensus under 6.2 as to the provisions to be included in the management plan:

Minister	Publish Approved Management Plan.	Following consensus under 6.2
----------	-----------------------------------	-------------------------------

If CTFN, Yukon and Canada are **unable** to reach consensus under 6.2 as to the provisions to be included in the management plan:

Minister	At discretion, accept, vary or set aside the provisions set out in the recommended draft management plan and forward decision to CTFN and Canada in writing.	After 180 days have elapsed from the receipt of the draft management plan
Minister	Publish Approved Management Plan.	Following decision under 6.3

Planning Assumptions

1. The work plan discussions will identify time lines, budgetary and other resources indicated by each party for their participation in the process of developing the management plan.
2. Yukon will forward a copy of the Approved Management Plan, and any amended Approved Management Plan, to the Regional Land Use Planning Commission(s).

PROJECT: Management of the Tagish Habitat Protection Area (the “Area”)

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 7.1 The Yukon shall manage the Habitat Protection Area in accordance with the Approved Management Plan and the Wildlife Act, R.S.Y. 2002, c. 229.
- 7.1.1 If the designation for the Area is changed as a result of a consensus reached under 6.1, this schedule shall be amended to reflect the new designation.
- 7.2 Prior to the implementation of the Approved Management Plan, the Yukon shall manage the Habitat Protection Area in accordance with the Wildlife Act, R.S.Y. 2002, c. 229 and to the extent practical, in a manner consistent with the objectives set out at 2.1.2 to 2.1.10 of this schedule.
- 7.3 Government, the Fish and Wildlife Management Board and the Carcross/Tagish Renewable Resources Council shall make best efforts to coordinate the management of Fish and Wildlife populations which cross the boundary of the Habitat Protection Area.
- 7.4 Government shall manage the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with Laws of General Application.
- 7.5 In managing the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with Laws of General Application, Government shall, to the extent practicable, take into account the objectives set out in 2.1.2 to 2.1.10 of this schedule.
- 8.6 Government and the Carcross/Tagish First Nation shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 2.1.2 to 2.1.10, 3.1, 6.1.1, 14.1, 14.2; 26.4.0 (all)

Responsibility

Activities

Timing

Yukon

Manage the Habitat Protection Area in accordance with the Wildlife Act, R.S.Y. 2002, c. 229 and to the extent practical, in a manner consistent with the objectives set out at 2.1.2 to 2.1.10 of this schedule.

Prior to approval of the management plan

Responsibility	Activities	Timing
Yukon, FWMB and CTRRC	Make best efforts to coordinate the management of Fish and Wildlife populations which cross the boundary of the Habitat Protection Area.	Prior to and after approval of the management plan
Yukon	Manage the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with Laws of General Application, taking into account, to the extent practicable, the objectives set out in 2.1.2 to 2.1.10 of this schedule.	Prior to and after approval of the management plan
Yukon	Manage the Habitat Protection Area in accordance with the Approved Management Plan and the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229.	After approval of the management plan
CTFN, Yukon	Consider, and at discretion, develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.	After approval of the management plan

PROJECT: Review and Amendment of the Approved Management Plan for Tagish Habitat Protection Area (the "Area")

RESPONSIBLE PARTY: Yukon, CTFN, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 8.1 The Yukon, the Carcross/Tagish First Nation and Canada shall review the Approved Management Plan no later than five years after its initial approval and at least every 10 years after the first review, unless otherwise agreed by the parties.
- 8.2 Review of the Approved Management Plan under 8.1 shall include a process for public consultation.
- 8.3 Recommendations for any proposed amendments arising from the reviews under 8.1 shall be forwarded to the Minister as soon as practical following each review.
- 8.4 The Yukon, the Carcross/Tagish First Nation and Canada shall make reasonable efforts in the review under 8.1 to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.
- 8.5 The Minister shall determine what action, if any, shall result from the review of the Approved Management Plan and shall advise the Carcross/Tagish First Nation and Canada of any decision in writing.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN, Yukon and Canada	Establish terms of reference for a joint review of the Approved Management Plan, and jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation.	In the year preceding the review, which must take place no later than 5 years after the initial approval of the Approved Management Plan, and at least every 10 years thereafter
CTFN, Yukon and Canada	Conduct review of the Approved Management Plan. Identify proposed amendments, if any.	In accordance with the terms of reference and according to the agreed-upon time lines, and as soon as practical following each review

Responsibility	Activities	Timing
CTFN, Yukon and Canada	Make reasonable attempts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.	As required
Minister	Determine what action, if any, shall result from the review of the Approved Management Plan and advise the CTFN and Canada of any decision in writing.	As required
<u>In conducting a review of the Approved Management Plan after the initial review of the Approved Management Plan:</u>		
CTFN, Yukon and Canada	Carry out reviews of the Approved Management Plan with the time frames provided in 8.1 as per activities listed above.	As agreed by the parties

Planning Assumptions

1. The terms of reference discussions will identify time lines, budgetary and other resources indicated by each party for its participation in carrying out the review.

PROJECT: Inclusion of First Nation languages in interpretive displays and signs in Tagish Habitat Protection Area (the “Area”)

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 11.1 Tagish and Tlingit shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of Carcross/Tagish People that may be erected in, or related to, the Habitat Protection Area.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 11.2, 11.3

Responsibility	Activities	Timing
Yukon	Notify and discuss with CTFN when proposing to develop interpretive displays or signage that may be erected in, or related to, the Area.	As necessary
Yukon	Include Tagish and Tlingit, where practicable, in any interpretive displays and signs that are erected in, or are related to, the Area.	As required

Planning Assumption

1. CTFN may recommend to Yukon interpretive displays and signs that may be erected in, or related to, the Area.

PROJECT: Naming or renaming of places or features in the Tagish Habitat Protection Area (the “Area”)

RESPONSIBLE PARTY: Yukon, YGPNB

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 11.2 When considering the naming or renaming of places or features in the Habitat Protection Area, the responsible agency shall Consult with the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 11.1, 11.3, 11.4; 13.11.2, 13.11.3

Responsibility	Activities	Timing
Yukon, YGPNB	Refer proposals for naming or renaming places or features in the Area to CTFN.	Within a reasonable period of time upon receipt of proposals
CTFN	Undertake the necessary research and provide views to the YGPNB.	Within a reasonable time as proposed by the YGPNB or as the parties may agree
YGPNB	Provide full and fair consideration of views presented.	After CTFN presents their views
YGPNB	Notify CTFN, Yukon and Canada of outcome.	After receipt of recommendation

PROJECT: Notice of, and employment associated with, contract opportunities in the establishment of the Tagish Habitat Protection Area (the “Area”), construction of the Area facilities, and the operation and maintenance of the Area **which are contracted by public tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 12.1 Government shall provide written notice to the Carcross/Tagish First Nation of any public tender for contracts associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.
- 12.7 Government shall include a criterion for employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 12.4, 12.8, 12.9

Responsibility	Activities	Timing
Yukon	Provide written notice of any public tender for contracts associated with the establishment of the Park, construction of the Area facilities and the operation and maintenance of the Area to CTFN.	When issuing a public tender pursuant to 12.1
Yukon	Include in the public tender criteria for employment of Carcross/Tagish People or the engagement of Carcross/Tagish Firms.	When issuing a public tender pursuant to 12.1

PROJECT: Employment associated with contract opportunities in the establishment of the Tagish Habitat Protection Area (the “Area”), construction of Area facilities, and the operation and maintenance of the Area **which are contracted by invitational tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 12.2 Government shall include the Carcross/Tagish First Nation in any invitational tender for contracts associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.
- 12.7 Government shall include a criterion for employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 12.5, 12.8, 12.9

Responsibility	Activities	Timing
Yukon	Include CTFN in any invitational tender for contracts associated with the establishment of the Area, construction of the Area facilities and the operation and maintenance of the Area.	When issuing an invitational tender pursuant to 12.2
Yukon	Include in the invitational tender criteria for employment of Carcross/Tagish People or the engagement of Carcross/Tagish Firms.	When issuing an invitational tender pursuant to 12.2

PROJECT: Notice of, and economic and employment opportunities associated with, the establishment of the Tagish Habitat Protection Area (the “Area”), construction of Area facilities, and the operation and maintenance of the Area **which are contracted by other than public or invitational tender**

RESPONSIBLE PARTY: Yukon

PARTICIPANT/LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

12.3 The Carcross/Tagish First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area upon the same terms and conditions as would be offered to others. A first opportunity shall be offered in the following manner:

12.3.1 Government shall give notice in writing to the Carcross/Tagish First Nation specifying the terms and conditions of any such contract;

12.3.2 the Carcross/Tagish First Nation may exercise the first opportunity referred to in 12.3 by advising Government in writing, within 45 days of receipt of the notice referred to in 12.3.1, that it will be accepting such contract; and

12.3.3 if the Carcross/Tagish First Nation fails to advise Government within the time and in the manner specified in 12.3.2, it shall be deemed to have given notice that it will not be exercising that right.

12.7 Government shall include a criterion for employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 12.6, 12.8, 12.9

Responsibility

Activities

Timing

If offering a contract other than by public or invitational tender that is associated with the establishment, construction, or operation and maintenance of the Area :

Yukon

Notify CTFN in writing, specifying the terms and conditions of the contract.

When proceeding with a contract as required by 12.3

Responsibility	Activities	Timing
Yukon	Include in the terms and conditions of any contract associated with the establishment of the Area , criteria for employment of Carcross/Tagish People, or the engagement of Carcross/Tagish Firms.	When offering a contract as required by 12.3
CTFN	At discretion, advise Yukon in writing of its intention to accept the contract.	Within 45 days of receipt of the written notice

If CTFN advises Yukon within the time frame and in a manner set out in 12.3.2 :

Yukon	Offer the contracting opportunity to CTFN.	As required
-------	--	-------------

PROJECT: Establishment of the Agay Mene Natural Environment Park
(the “Park”)

RESPONSIBLE PARTY: CTFN, Teslin Tlingit Council (“TTC”), Government

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

- 3.1 As soon as practicable after the Effective Date, Canada shall transfer to the Commissioner of the Yukon the administration and control of the Crown Land within the Area excluding the mines and minerals, and the right to work the mines and minerals, in, on or under the Crown Land.
- 3.2 Except as provided in 3.3, as soon as practicable after the Effective Date of this Agreement and following the transfer referred to in 3.1, the Yukon shall designate the Area as a natural environment park pursuant to the Parks and Land Certainty Act, R.S.Y. 2002, c. 165, to be known as the Agay Mene Natural Environment Park.
- 3.3 The Park shall not include:
 - 3.3.1 the mines and minerals, in, on or under the Area and the right to work the mines and minerals;
 - 3.3.2 parcels S-43B, S-47B, S-95B, S-380B, S-381B, S-382B, and S-391B as set out in Appendix A - Settlement Land Descriptions, to this Agreement, any other land which is Settlement Land or Proposed Site Specific Settlement Land as of the Effective Date of this Agreement, provided that any portion of a Proposed Site Specific Settlement Land Parcel that does not become Settlement Land upon the confirmation of the official plan of survey of the Parcel by the Surveyor General, shall be included in the Park;
 - 3.3.3 Lot 1001, Quad 105C/04, Plan 69085 CLSR, 72559 LTO, Lot 1003, Quad 105C/04, Plan 69466 CLSR, 73926 LTO, Lot 1010, Quad 105C/04, Plan 73159 CLSR, 90-96 LTO, Lots 1009-1, 1009-2, Quad 105C/04, Plan 85866 CLSR, 2002-0094 LTO,

and any other land in respect of which a title is registered in the Land Titles Office as of the Effective Date of this Agreement to a Person who is not a party to this Agreement; and
 - 3.3.4 any Crown Land that is subject to an agreement for sale or a lease containing an option to purchase, issued by Government on or before the Effective Date of this Agreement.
- 3.4 Subject to 3.5, the designation as a natural environment park shall not be removed from any part of the Park without the agreement of Government, the Carcross/Tagish First Nation and the Teslin Tlingit Council.

- 3.5 The Yukon may remove from Park status such parts of the Park as may be required from time to time for realignment of Yukon Highway #7 (the Atlin Road) or Yukon Highway # 8 (the Tagish Road).

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 3.6. 3.7 (all); Appendix B - Maps - “Agay Mene Natural Environment Park”; Appendix A - Settlement Land Descriptions S-43B, S-47B, S-95B, S-380B, S-381B, S-382B, and S-391B

Responsibility	Activities	Timing
Yukon	Designate the Area as Agay Mene Natural Environment Park under the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165, in accordance with this schedule.	As soon as practicable after the transfer
Yukon	Notify CTFN, TTC and Canada of establishment of the Park.	As soon as practicable after designation
Yukon, CTFN, TTC or Canada	If making a proposal to remove the designation as a natural environment park, pursuant to the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165, from any part of the Park, forward the proposal to the other parties.	As necessary
Yukon, CTFN, TTC or Canada	Consider the proposal.	Within a reasonable period of time
Yukon	If the parties are in agreement, remove the designation from the part of the Park.	As necessary

Planning Assumption:

- As of April 1, 2003, the administration and control of Crown Land in the Yukon Territory is the responsibility of Yukon.

PROJECT: Use of Quarries on the Agay Mene Natural Environment Park (the "Park")

RESPONSIBLE PARTY: CTFN, Teslin Tlingit Council ("TTC"), Yukon

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

3.7 Notwithstanding 3.3, 5.8, 7.1 and 7.2, Government may continue to use existing Quarries within the Park ("Quarries"), and may identify during a period of two years after the Effective Date of this Agreement, further Quarries for public purposes in Consultation with the Carcross/Tagish First Nation if the further Quarries are within the exclusive Traditional Territory of Carcross/Tagish First Nation within the Park or in Consultation jointly with the Carcross/Tagish First Nation and the Teslin Tlingit Council if the further Quarries are within the Overlapped Area.

3.7.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the Carcross/Tagish First Nation or the Teslin Tlingit Council, as the case may be;

3.7.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Park.

3.7.3 On ending its use of a Quarry, Government shall restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation if:

3.7.3.1 required by the Carcross/Tagish First Nation provided that the Quarry is in the exclusive Traditional Territory of Carcross/Tagish First Nation; or

3.7.3.2 required jointly by the Carcross/Tagish First Nation and the Teslin Tlingit Council provided that the Quarry is in the Overlapped Area; and

3.7.4 where a dispute arises over the use or restoration of a Quarry by Government, Government, the Carcross/Tagish First Nation or the Carcross/Tagish First Nation and the Teslin Tlingit Council jointly may refer the dispute to the Surface Rights Board.

CROSS REFERENCED CLAUSES: 13.3.0 (all); Appendix A - Settlement Land Descriptions S-18B, S-22B, S-43B, S-45B, S-47B, S-95B, S-380B, S-381B, S-382B, S-391B; Appendix B - Maps - "Agay Mene Natural Environment Park"

Responsibility	Activities	Timing
Yukon	At discretion, continue to use existing quarries within the Park.	As necessary
<u>If Yukon identifies further Quarries:</u>		
Yukon	Forward proposal to CTFN if the further Quarries are within the exclusive Traditional Territory of the CTFN, or to both TTC and CTFN if the further Quarries are in the Overlapped Area.	Within two years after Effective Date
CTFN and TTC as appropriate	Prepare and present views on proposal.	Within a reasonable period of time as identified by Yukon
Yukon	Give full and fair consideration to views presented.	Before Yukon determines location of further Quarries
Yukon	Notify CTFN and TTC as appropriate of outcome.	As soon as practicable
Yukon, CTFN, or CTFN and TTC jointly	Refer to Surface Rights Board.	At discretion
<u>If existing Quarries within the Park are used or if new Quarries are identified and developed:</u>		
Yukon	Use Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Park.	As required
Yukon	Notify CTFN and TTC as appropriate of intent to end use of a Quarry.	As required
Yukon	Restore Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation.	On ending its use of a Quarry, as required by CTFN and TTC as appropriate
Government, CTFN and TTC as appropriate	Refer dispute to Surface Rights Board	Where a dispute arises over the use or restoration of a Quarry by Government

Planning Assumption

1. As of April 1, 2003, the administration and control of Crown Land in the Yukon Territory is the responsibility of Yukon.

PROJECT: Atlin power line within the Agay Mene Natural Environment Park (the "Park")

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

- 3.8 Notwithstanding any other provision in this Schedule should the Yukon determine that power lines to connect the Yukon's electrical power grid to power lines in or near the town of Atlin, British Columbia are required, the Yukon may, at any time following the Effective Date, grant a utility easement of up to 65 metres in width for power lines within the Park (the "Easement Area") in accordance with the following:
- 3.8.1 the Yukon shall attempt to locate and establish the Easement Area outside of the Park;
- 3.8.2 if the Yukon, in its sole discretion, determines for economic, engineering or other reasons, that the Easement Area should be located within the Park, the Yukon shall advise the Carcross/Tagish First Nation of such determination;
- 3.8.3 following the notification set out in 3.8.2 the Yukon shall Consult with the Carcross/Tagish First Nation before the Yukon determines the location for the Easement Area within the Park; and
- 3.8.4 the Yukon shall provide the Carcross/Tagish First Nation with 90 days notice of the commencement of construction in the Park related to use of the Easement Area.
- 3.9 The Yukon shall issue any utility easement in respect of power lines within the Park pursuant to 3.8 upon substantially the same terms and conditions as those contained in easements granted by Government on Crown Land in respect of the same power lines.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 1.0 (all), 5.8.16; 13.3.0 (all); Chapter 22 Schedule A Part I 2.0 (all); Appendix A - Settlement Land Descriptions R-21B, R-28B, R-41B, R-52B, S-412B; Appendix B - Maps - "Agay Mene natural Environment Park"

Responsibility

Activities

Timing

If Yukon determines that a power line is required as per Chapter 10 Schedule D 3.8:

Yukon	Attempt to locate the Easement Area outside the Park.	As required
-------	---	-------------

If Yukon is of the view that the easement area is to be located in the Park:

Responsibility	Activities	Timing
Yukon	Notify and provide relevant details to CTFN with respect to the location for the Easement Area within the Park.	Before Yukon determines the location for the Easement Area within the Park
CTFN	Prepare and present views.	Within reasonable time as indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	Before Yukon determines the location for the Easement Area within the Park
Yukon	Notify CTFN of outcome.	Before Yukon determines the location for the Easement Area within the Park
Yukon	Issue any utility easement in respect of power lines within the Park pursuant to 3.8 upon substantially the same terms and conditions as those contained in easements granted by Yukon on Crown Land in respect of the same power line.	As required

PROJECT: Establishment of the Steering Committee for Agay Mene Natural Environment Park (the "Park")

RESPONSIBLE PARTY: CTFN, Teslin Tlingit Council ("TTC"), Yukon

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

- 5.2 Government shall establish a steering committee (the "Steering Committee") no later than 24 months after the Effective Date to prepare and recommend a management plan for the Park.
- 5.3 The Steering Committee shall be comprised of four members of whom two shall be designated by Government and two shall be designated as follows:
- 5.3.1 one shall be designated by the Carcross/Tagish First Nation;
- 5.3.2 Government shall request that the Teslin Tlingit Council designate one member; and
- 5.3.3 if the Teslin Tlingit Council does not designate a member within 90 days of receiving the request to do so, the Carcross/Tagish First Nation shall designate a second member.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 1.0 (all), 5.1, 5.4

Responsibility	Activities	Timing
Yukon	Designate two members to the Steering Committee.	As soon as practicable after the Effective Date
CTFN	Designate one member to the Steering Committee.	As soon as practicable after the Effective Date
Yukon	Request TTC to designate one members to the Steering Committee.	As soon as practicable after the Effective Date
TTC	Designate one member to the Steering Committee.	Within 90 days of receiving the request from Yukon

If TTC does not designate a member to the Steering Committee within 90 days of receipt of the request from Yukon:

Yukon	Notify CTFN that TTC has not designated a member within 90 days of receipt of notice from Yukon.	At least 90 days after sending request to TTC
-------	--	---

Responsibility	Activities	Timing
CTFN	Designate one additional member to the Steering Committee.	As soon as practicable after notification from Yukon
Yukon	Establish the Steering Committee.	As soon as practicable after all four members have been designated

PROJECT: Preparation, recommendation and approval of the management plan for the Agay Mene Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: Steering Committee

PARTICIPANT / LIAISON: CTFN, Teslin Tlingit Council (“TTC”), Yukon

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

- 5.7 The management plan shall be consistent with the objectives set out in 2.0 of this schedule and with the Parks and Land Certainty Act, R.S.Y., 2002, c. 165.
- 5.8 The Steering Committee shall consider and the management plan may address matters pertaining to the management of the Park including:
 - 5.8.1 Fish and Wildlife management and protection;
 - 5.8.2 the necessity for inventories for Fish and Wildlife and their habitat;
 - 5.8.3 habitat management and protection;
 - 5.8.4 the traditional use of the Park by the Carcross/Tagish First Nation, Carcross/Tagish People, the Teslin Tlingit Council and Teslin Tlingit;
 - 5.8.5 the past and current use of the Park by the Carcross/Tagish First Nation, Carcross/Tagish People, the Teslin Tlingit Council and Teslin Tlingit and other Yukon residents;
 - 5.8.6 land use;
 - 5.8.7 recreational use;
 - 5.8.8 access to and use of the Park for commercial wilderness purposes;
 - 5.8.9 harvesting of Forest Resources;
 - 5.8.10 scientific research;
 - 5.8.11 traditional knowledge, customs and culture of Yukon Indian People in connection with the Park;
 - 5.8.12 the role and views of Yukon First Nation elders in the development of the management plan;
 - 5.8.13 measures to enhance public awareness and appreciation of the Park;

- 5.8.14 recommendations respecting any prohibition of entry in, on or under the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13; withdrawal of the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17; withdrawal of the Area from disposition under the Oil and Gas Act, R.S.Y. 2002, c. 162, and prohibition on exploration for coal in, on or under the Area;
- 5.8.15 division of the Park into zones based on those matters set out in 5.4.3 to 5.4.8 herein;
- 5.8.16 economic opportunities for the Carcross/Tagish First Nation, Carcross/Tagish People, Carcross/Tagish First Nation Firms, the Teslin Tlingit Council, Teslin Tlingit and Teslin Tlingit Firms;
- 5.8.17 permitting or other methods of regulating uses of the Park in accordance with the management plan;
- 5.8.18 management and protection of Heritage Resources in the Park; and
- 5.8.19 those portions of the heritage routes within the Park identified in Schedule A - Heritage Routes and Sites to Chapter 13 of this Agreement and on map Carcross/Tagish First Nation Heritage Routes and Sites ("CTFNHRAS"), in Appendix B - Maps, which forms a separate volume to this Agreement, and also identified in Schedule A - Heritage Routes and Sites to Chapter 13 of the Teslin Tlingit Council Final Agreement and on map Teslin Tlingit Council Heritage Routes ("TTCHR"), in Appendix B - Maps, which forms a separate volume to that agreement.
- 5.9 In preparing the management plan, the Steering Committee shall recognize that oral history is a valid and relevant form of research.
- 5.10 The preparation of the management plan shall include a process for public consultation, which, for greater certainty, includes Consultation with Carcross/Tagish People and Teslin Tlingit.
- 5.11 The Steering Committee shall make best efforts to recommend the management plan to Government and the Carcross/Tagish First Nation within 36 months of the Effective Date of this Agreement.
- 6.1 Within 90 days of receipt of the management plan, those parties who designated members to the Steering Committee pursuant to 5.0 shall jointly meet to review the provisions set out therein.
- 6.2 The parties who designated members to the Steering Committee shall make reasonable efforts to reach a consensus within 180 days of the receipt of the management plan as to the provisions to be included in the management plan.
- 6.3 After 180 days of receipt of the management plan, any party who designated members to the Steering Committee may refer the matter to the dispute resolution process under 26.4.0.

- 6.4 If the matter is not referred to dispute resolution within 210 days of the receipt of the management plan or is not resolved under the dispute resolution process under 6.3, Government may accept, vary or set aside the provisions set out in the management plan, and the decision of Government as to the provisions to be included in the management plan shall be forwarded to the Carcross/Tagish First Nation and to the Teslin Tlingit Council.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 1.0 (all), 2.1 (all), 5.1, 5.5, 5.6, 6.4, 6.5 (all), 6.6, 8.0 (all); Chapter 13 Schedule C (all); 26.4.0 (all)

Responsibility	Activities	Timing
Steering Committee	Prepare a work plan for the development of the management plan for the Park including recognition that oral history is a relevant and valid form of research, and a public consultation process which recognizes the territorial significance of the Park.	As soon as practicable after establishment of the Steering Committee
Steering Committee	Recommend a draft management plan to Yukon and CTFN which addresses all matters referred to in 5.8 and 5.9.	Within 36 months of the establishment of the Steering Committee
Parties who designated members to the Steering Committee	Meet to jointly review draft management plan.	Within 90 days of receipt of the draft management plan
Parties who designated members to the Steering Committee	Make reasonable attempts to reach consensus as to the provisions to be included in the management plan.	Within 180 days of receipt of the draft management plan

If the Parties who designated members to the Steering Committee are **able** to reach consensus under 6.1 as to the provisions to be included in the management plan:

Yukon	Publish Approved Management Plan.	Following consensus under 6.1
-------	-----------------------------------	-------------------------------

If the Parties who designated members to the Steering Committee are **unable** to reach consensus under 6.2 as to the provisions to be included in the management plan:

Responsibility	Activities	Timing
Parties who designated members to the Steering Committee	At discretion, refer the matter to the dispute resolution process under 26.4.0.	After 180 days and before 210 days have elapsed since the receipt of the management plan

If the matter is not referred to dispute resolution within 210 days of the receipt of the management plan or is not resolved through the dispute resolution process:

Yukon	At discretion, accept, vary or set aside the provisions set out in the recommended draft management plan and forward decision to CTFN and TTC, if TTC designates a member to the Steering Committee.	As necessary
Yukon	Publish Approved Management Plan.	Following decision under 6.3

Planning Assumptions

1. The work plan discussions will identify time lines, budgetary and other resources indicated by each party for their participation in the process of developing the management plan.
2. Yukon will forward a copy of the Approved Management Plan, and any amended Approved Management Plan, to the Regional Land Use Planning Commission.

PROJECT: Management of Crown Land and Settlement Land in the Agay Mene Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: Yukon, CTFN, Teslin Tlingit Council (“TTC”)

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

- 7.1 Yukon shall manage the Park in accordance with the Approved Management Plan and the Parks and Land Certainty Act, R.S.Y. 2002, c. 165.
- 7.2 Prior to the implementation of the Approved Management Plan, Yukon shall manage the Park in accordance with the Parks and Land Certainty Act, R.S.Y. 2002, c. 165 and to the extent practicable in a manner consistent with the objectives set out in 2.0.
- 7.3 The Carcross/Tagish First Nation shall manage its Settlement Land Parcels S-43B1, S-47B, S-95B1, S-380B1, S-381B1, S-382B1, and S-391B1 as set out in Appendix A - Settlement Land Descriptions, to this Agreement, in a manner consistent with the objectives set out in 2.0 and any uses of such Settlement Land Parcels authorized by the Carcross/ Tagish First Nation shall be compatible with the uses which may be made of the Park.
- 7.4 Government shall manage the mines and mineral in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application.
- 7.5 In managing the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application, Government shall take into account to the extent practicable the objectives set out in this schedule.
- 7.13 Government, the Carcross/Tagish First Nation and the Teslin Tlingit Council shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 1.0 (all), 2.0 (all), 8.1, 8.2; 26.4.0 (all); Appendix A - Settlement Land Descriptions S-43B1, S-47B1, S-95B1, S-380B1, S-381B1, S-382B1, and S-391B1

Responsibility

Activities

Timing

Yukon

Manage Crown Land in the Park in accordance with the Parks and Land Certainty Act, R.S.Y. 2002, c. 165, and to the extent practicable, the objectives set out in Chapter 10 Schedule D 2.0.

Prior to approval of the management plan

Yukon	Manage Crown Land in the Park in accordance with the Approved Management Plan and the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165.	After approval of the management plan
CTFN	Manage CTFN Settlement Land Parcels S-43B1, S-47B1, S-95B1, S-380B1, S-381B1, S-382B1, and S-391B1 in a manner consistent with the objectives set out in Chapter 10 Schedule D 2.0.	Prior to and after approval of the management plan
CTFN	When authorizing land use activities on CTFN Settlement Land Parcels S-43B1, S-47B1, S-95B1, S-380B1, S-381B1, S-382B1, and S-391B1, ensure they are compatible with the uses which may be made of the Park.	Prior to and after approval of the management plan
Yukon, CTFN, TTC	Consider, and at discretion, develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.	After approval of the management plan

PROJECT: Review and Amendment of the Approved Management Plan for Agay Mene Natural Environment Park (the "Park")

RESPONSIBLE PARTY: Yukon, CTFN, Teslin Tlingit Council ("TTC")

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

- 7.6 Government shall request the Carcross/Tagish First Nation and the Teslin Tlingit Council to participate in a joint review of the Approved Management Plan no later than 10 years after the first review, unless otherwise agreed by the parties to this Agreement.
 - 7.6.1 If the Teslin Tlingit Council does not participate in the joint review within 90 days of being requested to do so the review may proceed without their participation.
- 7.7 The Carcross/Tagish First Nation and the Teslin Tlingit Council may, at the time of a review of the Approved Management Plan under 7.6, request Government to consider expansion of the boundaries of the Park. Within 90 days of such request, Government shall advise the Carcross/Tagish First Nation and the Teslin Tlingit Council, in writing, of its response to such request.
- 7.8 Review of the Approved Management Plan under 7.6 shall include a process for public consultation.
- 7.9 The parties to the review shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.
- 7.10 If the parties to the review are unable to reach consensus pursuant to 7.9, either may refer the matter to the dispute resolution process under 26.4.0.
- 7.11 If the matter referred to the dispute resolution process under 7.10 is not resolved, Government shall determine what action, if any, shall result from the review of the Approved Management Plan and shall advise the other parties to the review of its decision.
- 7.12 Amendments to the Approved Management Plan, other than through the review process set out in 7.6 to 7.11, may only be made by Government, and shall follow the process set out in 7.8 to 7.11.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 5.8 (all), 6.4, 6.5 (all), 6.6, 8.1, 7.13; 26.4.0

Responsibility	Activities	Timing
Yukon	Request CTFN and TTC to participate in a joint review of the Approved Management Plan.	No later than 10 years after its initial approval and at least every 10 years after the first review, unless otherwise agreed by the Parties to the review
TTC	At discretion, agree to participate in a joint review of the Approved Management Plan.	Within 90 days of the request by Yukon
Parties to the review	Establish terms of reference for a joint review of the Approved Management Plan, and jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation.	In the year preceding the review, which must take place no later than 10 years after the initial approval of the Approved Management Plan, and at least every 10 years thereafter, unless otherwise agreed
Parties to the review	Conduct review of the Approved Management Plan. Identify proposed amendments, if any.	In accordance with the terms of reference and according to the agreed-upon time lines
CTFN or TTC	At discretion, request Yukon to consider an expansion of Park boundaries.	At the time of the review of the Approved Management Plan
Yukon	Advise CTFN and TTC, in writing of the Yukon response to the CTFN or TTC request to consider an expansion of Park boundaries.	Within 90 days of receipt of such request
Parties to the review	Make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.	As soon as practicable
<u>If the parties to the review are able to reach consensus under 7.9 as to any action to be taken as a result of the reviews of the Approved Management Plan:</u>		
Yukon	At discretion, determine what action, if any (which may include amending the Approved Management Plan), shall result from the review of the Approved Management Plan and advise the parties to the review of its decision.	As necessary

Responsibility	Activities	Timing
-----------------------	-------------------	---------------

If the parties to the review are **unable** to reach consensus under 7.9 as to any action to be taken as a result of the reviews of the Approved Management Plan:

Any party to the review	At discretion, refer the matter to the dispute resolution process under 26.4.0.	As necessary
-------------------------	---	--------------

If the matter referred to the dispute resolution process is not resolved:

Yukon	At discretion, determine what action, if any (which may include amending the Approved Management Plan), shall result from the review of the Approved Management Plan and advise the parties to the review of its decision.	As necessary
-------	--	--------------

In conducting a review of the Approved Management Plan after the initial review of the Approved Management Plan:

CTFN, TTC and Yukon	Carry out reviews of the Approved Management Plan with the time frames provided in 7.6 as per activities listed above.	Every 10 years after the first review, unless otherwise agreed by the parties
---------------------	--	---

Planning Assumptions:

1. The terms of reference discussions will identify time lines, budgetary and other resources indicated by each party for its participation in carrying out the review.

PROJECT: Implementation and monitoring of the Approved Management Plan for the Agay Mene Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: CTFN, Teslin Tlingit Council (“TTC”), Yukon

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

- 7.13 Government, the Carcross/Tagish First Nation and the Teslin Tlingit Council shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 8.2

Responsibility	Activities	Timing
CTFN, TTC, Yukon	Consider, and at discretion, develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.	After approval of the management plan

PROJECT: Inclusion of First Nation languages in interpretive displays and signs in Agay Mene Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN, Teslin Tlingit Council (“TTC”)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

- 8.1 The Tlingit and Tagish languages, as appropriate, shall be included, where practicable, in any interpretive displays and signs that may be erected in, or related to, the Park.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 7.2, 8.2; 13.11.2, 13.11.3

Responsibility	Activities	Timing
Yukon	Notify and discuss with CTFN and TTC when proposing to develop interpretive displays or signage that may be erected in, or related to, the Park.	As necessary
Yukon	Include the appropriate First Nation languages in any interpretive displays and signs that are erected in, or are related to, the Park.	As required
Yukon	If Yukon deems it not to be practicable to include the appropriate First Nation languages in any interpretive displays and/or signs that Yukon is considering erecting in, or which are related to, the Park, notify CTFN and TTC providing reasons.	Prior to erecting interpretive displays and signs

Planning Assumption:

1. CTFN and TTC may recommend to Yukon interpretive displays and signs that may be erected in, or related to, the Park.

PROJECT: Naming or renaming of places or features in the Agay Mene Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: CTFN, Yukon, Teslin Tlingit Council (“TTC”), YGPNB

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule D

8.2 When considering the naming or renaming of places or features in the Park, the responsible agency shall Consult with the Carcross/Tagish First Nation.

8.2.1 When considering the naming or renaming of places or features within the Overlapped Area, the responsible agency shall Consult with the Carcross/Tagish First Nation and the Teslin Tlingit Council jointly.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 7.1; 13.11.2, 13.11.3

Responsibility	Activities	Timing
<u>If the places or features that are proposed to be renamed are not within the Overlapping Area:</u>		
YGPNB	Refer proposals for naming or renaming places or features in the Park to CTFN.	Within a reasonable period of time upon receipt of proposals
CTFN	Undertake the necessary research and provide views to the YGPNB.	Within a reasonable time as proposed by the YGPNB or as the parties may agree
YGPNB	Provide full and fair consideration of views presented.	After CTFN presents their views
YGPNB	Notify CTFN, Yukon and Canada of outcome.	After receipt of recommendation
<u>If the places or features that are proposed to be renamed are within the Overlapping Area:</u>		
YGPNB	Refer proposals for naming or renaming places or features in the Park to CTFN and TTC.	Within a reasonable period of time upon receipt of proposals

Responsibility	Activities	Timing
CTFN and TTC	Undertake the necessary research and provide views to the YGPNB.	Within a reasonable time as proposed by the YGPNB or as the parties may agree
YGPNB	Provide full and fair consideration of views presented.	After CTFN and TTC presents their views
YGPNB	Notify CTFN, TTC, Yukon and Canada of outcome.	After receipt of recommendation

PROJECT: Discussions with a view to determining priorities and time frames for establishing a Regional Land Use Planning Commission

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: YLUPC

OBLIGATIONS ADDRESSED:

- 11.4.1.1 Within 90 days after the Effective Date of this Agreement, the Carcross/Tagish First Nation and Government, in Consultation with the Yukon Land Use Planning Council, shall commence discussions with a view to determining priorities and timeframes for establishing a Regional Land Use Planning Commission to develop a regional land use plan for all or part of the Traditional Territory of Carcross/Tagish First Nation, unless a Regional Land Use Planning Commission is already established for all or part of the Traditional Territory of Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
<u>Unless a Regional Land Use Planning Commission is already established for all or part of the Traditional Territory of the CTFN:</u>		
Government, CTFN	Notify YLUPC that discussions with a view to determining priorities and time frames for establishing a Regional Land Use Planning Commission to develop a regional land use plan for all or part of the Traditional Territory of Carcross/Tagish First Nation are to begin.	Within 90 days of Effective Date
Government, CTFN	Provide information about the planned discussions and indicate reasonable time for response.	Within 90 days of Effective Date
YLUPC	Review information and prepare and present views.	Within reasonable period of time indicated by Government and CTFN
Government, CTFN	Provide full and fair consideration of views in determining priorities and time frames for establishing a Regional Land Use Planning Commission to develop a regional land use plan for all or part of the Traditional Territory of Carcross/Tagish First Nation.	As required
Government, CTFN	Notify RLUPC of the outcome.	As soon as practicable

PROJECT: Nominees to a Regional Land Use Planning Commission for region including any part of the Traditional Territory of CTFN

RESPONSIBLE PARTY: Government, CTFN, other affected YFNs

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

11.4.2 Settlement Agreements shall provide for regionally based Regional Land Use Planning Commissions with one third representation by nominees of Yukon First Nations, one third representation by nominees of Government, and one third representation based on the demographic ratio of Yukon Indian People to the total population in a planning region.

11.4.2.1 Any Regional Land Use Planning Commission established for a planning region which includes any part of the Traditional Territory of Carcross/Tagish First Nation shall be composed of one-third nominees of the Carcross/Tagish First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, one-third nominees of Government, and one-third nominees appointed in accordance with 11.4.2.2.

11.4.2.2 Government, the Carcross/Tagish First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall agree on who may nominate each of the last one-third of the nominees to the Regional Land Use Planning Commission referred to in 11.4.2.1 based upon the demographic ratio of Yukon Indian People in the planning region to the total population in the planning region.

11.4.2.3 The Carcross/Tagish First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the proposed Yukon First Nation nominees to the Regional Land Use Planning Commission, prior to entering the process in 11.4.2.5 and 11.4.2.6.

11.4.2.4 Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Carcross/Tagish First Nation or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.

11.4.2.5 Prior to any appointments being made to a Regional Land Use Planning Commission, Government, the Carcross/Tagish First Nation and the other Yukon First Nations whose Traditional Territories are included in a planning region, shall make reasonable attempts to reach a consensus as to the individuals which each nominates to the Regional Land Use Planning Commission.

11.4.2.6 In attempting to reach consensus under 11.4.2.5, Government, the Carcross/Tagish First Nation and the other Yukon First Nations whose Traditional Territories are included in a planning region, shall consider:

- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Carcross/Tagish First Nation and the other Yukon First Nations whose Traditional Territories are included in a planning region;

- (b) any prospective nominee's familiarity with land use planning issues;
- (c) any information available as to a prospective nominee's intention to remain resident in the planning region;
- (d) the compatibility of proposed nominees; and
- (e) any other matters to which Government, the Carcross/Tagish First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, agree.

11.4.2.7 If, after having made the reasonable attempts required by 11.4.2.5, Government, the Carcross/Tagish First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, are unable to reach a consensus, either may give written notice to the others setting out the names of the individuals which it intends to nominate to the Regional Land Use Planning Commission and 14 days thereafter may so nominate those individuals.

CROSS REFERENCED CLAUSES: 11.4.3, 26.3.0 (all)

Responsibility	Activities	Timing
Government, CTFN and other affected YFNs	In order to determine the total number of nominees from each party, attempt to agree on who will nominate the one third of the representatives based upon the demographic ratio of Yukon Indian People to the total population in the planning region.	Upon decision to establish RLUPC
Government, CTFN or other affected YFNs	If no agreement on who will nominate the one third of the nominees based upon the demographic ratio of Yukon Indian People to the total population in the planning region, at discretion, refer disagreement to dispute resolution under 26.3.0.	As necessary
CTFN, other affected YFNs	Attempt to determine the proposed YFN nominees to the RLUPC.	Prior to entering the process in 11.4.2.5 and 11.4.2.6
CTFN or other affected YFNs	If no agreement on YFN nominees, at discretion, refer disagreement resulting from 11.4.2.3 to dispute resolution under 26.3.0.	As necessary

Responsibility	Activities	Timing
CTFN and other affected YFNs, Government	Make reasonable efforts to reach a consensus as to the individuals which each party nominates to the RLUPC.	When making nominations to the RLUPC

If consensus is reached:

CTFN and other affected YFNs, Government	Nominate those individuals.	As soon as practicable
--	-----------------------------	------------------------

OR

If no consensus reached:

CTFN and other affected YFNs, Government	At discretion, give written notice to the other party identifying the individuals which it intends to nominate to the RLUPC.	As necessary
CTFN and other affected YFNs, Government	At discretion, nominate named individuals.	At least 14 days after notice provided

PROJECT: Approval of regional land use plans by Government (Non-Settlement Land)

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: RLUPC, CTFN, other affected YFNs, affected Yukon communities

OBLIGATIONS ADDRESSED:

- 11.6.2 Government, after Consultation with any affected Yukon First Nation and any affected Yukon community, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying on Non-Settlement Land.
- 11.6.3 If Government rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:
- 11.6.3.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to Government, with written reasons; and
- 11.6.3.2 Government shall then approve, reject or modify that part of the plan recommended under 11.6.3.1 applying on Non-Settlement Land, after Consultation with any affected Yukon First Nation and any affected Yukon community.

CROSS REFERENCED CLAUSES: 11.4.4, 11.6.1

Responsibility	Activities	Timing
Government	Notify CTFN and other affected YFNs and Yukon communities that Non-Settlement Land aspects of recommended regional land use plan are being considered by Government.	Upon receipt of regional land use plan
Government	Provide information about the recommended plan as it applies to Non-Settlement land and indicate reasonable time for response.	At time of notification
CTFN, other affected YFNs, and affected Yukon communities	Review information and prepare and present views.	Within reasonable period of time indicated by Government
Government	Provide full and fair consideration of views.	Before responding to the RLUPC

Government	Prepare and forward to the RLUPC, the Government response to aspects of the plan dealing with Non-Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with YFNs and communities
RLUPC	If the plan is not supported in its entirety, reconsider plan in light of Government response and make final recommendation for plan to Government, including written reasons.	Upon receipt of Government response to plan
Government	Repeat Consultation with CTFN, other affected YFNs and affected Yukon communities for those items that may have been modified by the RLUPC in its final recommendation and any outstanding issues remaining between the RLUPC and Government.	Prior to final decision by Government
Government	Prepare and forward to the RLUPC the final Government acceptance, rejection or modification of aspects of the plan dealing with Non-Settlement Land.	After Consultation with YFNs and communities

Planning Assumptions

1. To the extent practicable, Government and CTFN will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.
2. When reviewing the part of the plan which applies to Non-Settlement Land, Government will consider the entire recommended regional land use plan.

PROJECT: Approval of regional land use plans by CTFN (Settlement Land)

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: RLUPC, Government

OBLIGATIONS ADDRESSED:

11.6.4 Each affected Yukon First Nation, after Consultation with Government, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying to the Settlement Land of that Yukon First Nation.

11.6.5 If an affected Yukon First Nation rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:

11.6.5.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to that affected Yukon First Nation, with written reasons; and

11.6.5.2 the affected Yukon First Nation shall then approve, reject or modify the plan recommended under 11.6.5.1 after Consultation with Government.

CROSS REFERENCED CLAUSES: 11.4.4, 11.6.1

Responsibility	Activities	Timing
CTFN	Notify Government that Settlement Land aspects of the recommended regional land use plan are being considered by the CTFN.	Upon receipt of regional land use plan
CTFN	Provide information about recommended plan as it applies to Settlement Land and indicate reasonable time for response.	At time of notification
Government	Review information and prepare and present views.	Within reasonable time frame indicated by CTFN
CTFN	Provide full and fair consideration of views.	Before responding to the RLUPC

Responsibility	Activities	Timing
CTFN	Prepare and forward to the RLUPC, the CTFN response to aspects of the plan dealing with Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with Government
RLUPC	If the plan is not supported in its entirety, reconsider plan in light of CTFN response and make final recommendation for plan to CTFN, including written reasons.	Upon receipt of CTFN response to plan
CTFN and Government	Repeat first four activities for those items that may have been modified by the RLUPC in its final recommendation.	Prior to final decision by CTFN
CTFN	Prepare and forward to the RLUPC the final CTFN acceptance, rejection or modification of aspects of the plan dealing with Settlement Land.	After Consultation with Government

Planning Assumptions

1. To the extent practicable, Government and CTFN will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.
2. The Department of Indian Affairs and Northern Development will assume the lead role for Canada.
3. When reviewing the part of the plan which applies to Settlement Land, CTFN will consider the entire recommended regional land use plan.

PROJECT: Joint development of sub-regional or district land use plans

RESPONSIBLE PARTY: Government and CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

11.8.4 If Government and a Yukon First Nation agree to develop a sub-regional or district land use plan jointly, the plan shall be developed in accordance with the provisions of this chapter.

11.9.4 If Government initiates the development of a sub-regional or district land use plan by a planning body, the planning body established to prepare that plan shall prepare a budget for the preparation of the plan which shall be subject to review by Government, and Government shall pay those expenses which it approves.

CROSS REFERENCED CLAUSES: 11.8.1, 11.8.2, 11.8.3

Responsibility	Activities	Timing
Government or CTFN	Propose to the other party that a sub-regional or district land use plan be jointly prepared.	As appropriate
Government or CTFN	Review the proposal and notify other party of whether it is willing to undertake joint planning.	Upon receipt of proposal
Government and CTFN	If both parties agree to undertake planning, discuss arrangements for the preparation of the plan, including need to designate a planning body if appropriate.	As appropriate
Designated planning body	If a planning body is found to be necessary, prepare budget for the development of the plan and submit budget to Government for review.	As soon as practicable
Government	Review budget. Pay expenses which it approves.	As soon as practicable upon receipt of budget submission
Designated planning body	Develop plan in accordance with Chapter 11 and in a manner consistent with any approved regional land use plan which exists for the area.	As required

Planning Assumption

1. The joint preparation of sub-regional and/or district land use plans will occur in a manner consistent with Government and CTFN policies.

PROJECT: Consultation in respect of portions of certain roads and trails abutting CTFN Settlement Land

RESPONSIBLE PARTY: Government and CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 11.10.1 Yukon shall Consult with the Carcross/Tagish First Nation prior to issuing any permit or licence related to upgrading portions of the following access roads and trails:
- 11.10.1.1 that portion of the existing access road shown approximately by a dashed line designated as Access Road 1 on Map Sheet 105 D/8 which abuts Parcel R-13A;
 - 11.10.1.2 that portion of the existing access road shown approximately by a dashed line designated as Access Road 2 on Map Sheet 105 D/10 which abuts Parcel R-13A;
 - 11.10.1.3 that portion of the existing access road shown approximately by a dashed line designated as Access Road 3 on Map Sheet 105 D/8 which abuts Parcel R-13A;
 - 11.10.1.4 that portion of the existing access trail shown approximately by a solid line designated as Access Trail 1 on Map Sheet 105 D/8 which abuts Parcel R-16B;
 - 11.10.1.5 that portion of each of the existing access roads shown approximately by dashed lines designated as Access Road 1, Access Road 2 and Access Road 3 on Map Sheet 105 D/7 which abut Parcel R-30B;
 - 11.10.1.6 that portion of the existing access road shown approximately by a solid line designated as Access Road 2 on Map Sheet 105 D/8 which abuts Parcel R-41B;
 - 11.10.1.7 that portion of the existing access road shown approximately by a solid line designated as Access Road 4 on Map Sheet 105 D/2 which abuts Parcel R-49B;
 - 11.10.1.8 that portion of the existing access road shown approximately by a solid line designated as Access Road 4 on Map Sheet 105 D/7 which abuts Parcel S-6B;
 - 11.10.1.9 that portion of the existing access road shown approximately by a solid line designated as Access Road 1 on Map Sheet 105 D/8 which abuts Parcel S-410B;
 - 11.10.1.10 that portion of the existing access road shown approximately by a dashed line designated as Access Road 2 on Map Sheet 105 D/10 which abuts Parcel S-411B;

- 11.10.1.11 that portion of the existing access road shown approximately by a solid line designated as Access Road 2 on Map Sheet 105 D/8 which abuts Parcel S-412B;
- 11.10.1.12 that portion of the existing access road shown approximately by a solid line designated as Access Road 4 on Map Sheet 105 D/2 which abuts Parcel S-413B;
- 11.10.1.13 that portion of the existing access road shown approximately by a solid line designated as Lots Access Road on Inset Sketch on Map Sheet 105 D/8 which abuts Parcel S-414B;
- 11.10.1.14 that portion of the existing access road shown approximately by a solid line designated as Lots Access Road on Inset Sketch on Map Sheet 105 D/8 which abuts Parcel S-415B;
- 11.10.1.15 that portion of the existing access trail shown approximately by a dashed line designated as Access Trail 2 on Map Sheet 105 D/8 which abuts Parcel C-43B;
- 11.10.1.16 that portion of the existing access road shown approximately by a dashed line designated as Access Road 3 on Map Sheet 105 D/8 -Tagish Area which abuts Parcel C-88B; and
- 11.10.1.17 that portion of the existing access road shown approximately by a dashed line designated as Access Road 3 on Map Sheet 105 D/8 -Tagish Area which abuts Parcel C-89B.
- 11.10.2 The map sheets referred to in 11.10.1 are in Appendix B - Maps, which forms a separate volume to this Agreement.

CROSS REFERENCED CLAUSES: Appendix A – Settlement Land Descriptions: R-13A, R-16B, R-30B, R-41B, R-49B, S-6B, S-410B, S-411B, S-412B, S-413B, S-414B, S-415B, C-43B, C-88B, C-89B; Appendix B – Maps

Responsibility	Activities	Timing
Yukon	Notify and provide relevant details to CTFN, of intention to upgrade of those portions of the following roads or trails which abut CTFN Settlement Land.	Prior to issuing any permit or licence related to the upgrade of those portions of the following roads or trails which abut CTFN Settlement Land
CTFN	Prepare and present views.	Within reasonable time as indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	Prior to issuing any permit or licence
Yukon	Notify CTFN of outcome.	

PROJECT: The ownership and management of Heritage Resources on Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.3.1 Each Yukon First Nation shall own and manage Moveable Heritage Resources and non-Moveable Heritage Resources and Non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by that Yukon First Nation.

13.4.4 A Yukon First Nation or a Yukon Indian Person who is an owner of a Heritage Resource may transfer the ownership or custody of the Heritage Resource to another Yukon First Nation or to another aboriginal person.

13.4.7 Any granting of access to the public, third parties or Government to Settlement Land shall not divest the Yukon First Nation of the ownership or management of Heritage Resources on Settlement Land.

13.10.8 Yukon First Nations shall own all Documentary Heritage Resources found on Settlement Land other than Public Records or records which are the private property of any Person.

CROSS REFERENCED CLAUSES: 13.3.8, 13.4.1, 13.4.2, 13.4.8 (all)

Responsibility	Activities	Timing
CTFN	<p>Develop and establish policies and procedures via mechanisms such as community-based research, regarding:</p> <ul style="list-style-type: none"> – management of Moveable Heritage Resources, non-Moveable Heritage Resources and non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by CTFN; and – determination of ownership of those records which may be considered private property. 	At discretion of CTFN, after the Effective Date
CTFN	Establish a system to register ownership or custody of Heritage Resources, as required for transfer.	At discretion, after Effective Date
CTFN	Manage resources.	As necessary

Planning Assumptions

1. Canada and Yukon will assist CTFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Yukon is taking steps to access funding to provide proper and adequate facilities necessary to clean and restore Moveable Heritage Resources.

PROJECT: The ownership and management of ethnographic Moveable Heritage Resources and Documentary Heritage Resources which are directly related to Yukon Indian People and are found in the Traditional Territory of CTFN

RESPONSIBLE PARTY: CTFN, Canada, Yukon, other YFNs

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

13.3.2 Subject to 13.3.5 to 13.3.7, each Yukon First Nation shall own and manage ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person, that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.

13.3.2.1 If more than one Yukon First Nation asserts ownership of a Heritage Resource pursuant to 13.3.2, they shall attempt to resolve the matter among themselves, and, failing resolution, any one of them may refer the matter to the Yukon Heritage Resources Board which shall determine ownership of the Heritage Resource in dispute.

13.3.5 In the event that a Moveable Heritage Resource found on Non-Settlement Land in a Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, that object shall be held in custody by Government until the nature of the object has been determined.

13.3.6 If the object in 13.3.5 is determined by the Yukon Heritage Resources Board to be:

13.3.6.1 an ethnographic object directly related to the culture and history of Yukon Indian People, it shall be owned and managed by the Yukon First Nation in whose Traditional Territory it was found; or

13.3.6.2 an ethnographic object not directly related to the culture and history of Yukon Indian People, or to be a palaeontological or an archaeological object, it shall be owned and managed by Government.

CROSS REFERENCED CLAUSES: 13.3.3, 13.3.7, 13.3.8, 13.4.1, 13.4.2, 13.4.8 (all), 13.5.3, 13.5.3.6, 13.6.1

Responsibility	Activities	Timing
CTFN	<p>Develop and establish policies and procedures via mechanisms such as community-based research regarding:</p> <ul style="list-style-type: none"> – management of all ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People; – determination of ownership of those records which may be considered private property; and – resolution of disputes when more than one YFN asserts ownership of a Heritage Resource. 	At discretion of CTFN
CTFN	In accordance with its policies and procedures, manage all ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.	Ongoing
CTFN, other YFNs	If more than one YFN asserts ownership of a Heritage Resource attempt to resolve dispute.	As disputes occur
CTFN	If the YFNs are unable to resolve the dispute among themselves, at discretion, refer to the YHRB.	Within a reasonable period of time
Canada or Yukon	If any Moveable Heritage Resource found on Non-Settlement Land in the Traditional Territory of CTFN cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, hold object in custody until the nature of the object has been determined.	
Canada or Yukon	Manage object, if YHRB determines the object is an ethnographic object not directly related to the culture and history of Yukon Indian People.	After dispute resolved
CTFN	Manage object, if YHRB determines the object is an ethnographic object directly related to the culture and history of Yukon Indian People.	After dispute resolved

Planning Assumptions

1. Yukon and Canada will assist CTFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Yukon is taking steps to access funding to provide proper and adequate facilities necessary to clean and restore Moveable Heritage Resources.

PROJECT: Allocation of Government program resources for the development and management of Heritage Resources of Yukon Indian People

RESPONSIBLE PARTY: Canada, Yukon, CTFN

PARTICIPANT / LIAISON: Yukon Indian People, YHRB, other Yukon First Nation(s)

OBLIGATIONS ADDRESSED:

- 13.4.1 As the Heritage Resources of Yukon Indian People are underdeveloped relative to non-Indian Heritage Resources, priority in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management shall, where practicable, be given to the development and management of Heritage Resources of Yukon Indian People, until an equitable distribution of program resources is achieved.
- 13.4.2 Once an equitable distribution of program resources is achieved, Heritage Resources of Yukon Indian People shall continue to be allocated an equitable portion of Government program resources allocated from time to time for Yukon Heritage Resources development and management.

CROSS REFERENCED CLAUSES: 2.6.7, 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8, 13.4.3, 13.4.8 (all), 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.2, 13.8.3 (all), 13.8.7 (all), 13.9.1 (all), 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A (all); 28.3.3.5

Responsibility	Activities	Timing
Canada, Yukon, CTFN	<p>Meet to:</p> <ul style="list-style-type: none"> – complete terms of reference and a work plan, including time frames, for the preparation of a strategic plan with respect to the development and management of Heritage Resources in the Traditional Territory of CTFN; and – discuss steps that can be initiated towards achieving the objectives of 13.4.1 and 13.4.2 in the interim prior to completion of the strategic plan. 	<p>Within 6 months after the Effective Date or as soon thereafter as the Parties agree is reasonable</p>
Canada, Yukon, CTFN	Develop and approve the strategic plan.	<p>As agreed by Parties and the YHRB, following completion of terms of reference and/or the strategic plan</p>

Responsibility	Activities	Timing
YHRB	At discretion, review and make recommendations to Canada, Yukon and CTFN regarding the strategic plan and ways in which YHRB could monitor implementation of the strategic plan.	Within a reasonable time following receipt of the strategic plan
Canada, Yukon, CTFN	Implement the strategic plan.	Following completion of the strategic plan
Canada, Yukon, CTFN	Jointly monitor implementation of the strategic plan, and review and amend the plan from time to time as may be agreed.	Ongoing

Planning Assumptions

1. The strategic plan will set out a collaborative, complementary approach to the development and management of heritage resources in the Traditional Territory of CTFN, and will provide a framework to guide the priority-setting in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management which shall, where practicable, be given to the development and management of the Heritage Resources of Yukon Indian People until an equitable distribution of program resources is achieved, by:
 - a) identifying related long-term and short-term priorities of CTFN, Canada and the Yukon;
 - b) coordinating the activities, projects and/or short-term or long-term plans by which each party will address its identified priorities and common priorities of the Parties;
 - c) identifying sources of funding and/or other resources from CTFN, Canada and the Yukon, as appropriate and as may be available from time to time, to support the activities, projects and/or plans, including opportunities to partner such activities, projects and/or plans with other related initiatives of those governments; and
 - d) identifying opportunities and developing strategies to access any additional sources of funding and/or other resources for which the activities, projects and/or plans may be eligible.
2. Terms of reference for the strategic plan shall include:
 - a) consideration of the objectives set out in 13.1.0;
 - b) an approach that recognizes the historical underdevelopment of the Heritage Resources of Yukon Indian People;
 - c) establishment of criteria and a process for evaluation of progress in achieving and maintaining an equitable distribution of Government program resources available from time to time for the development and management of Heritage Resources of Yukon Indian People as required pursuant to 13.4.1 and 13.4.2, including consideration of:

- how the activities, projects and/or plans set out in the strategic plan, and related allocations of Government program resources, contribute to achieving the objective of 13.4.1 and 13.4.2 with respect to equitable distribution of program resources; and
 - allocations of Government program resources for the development and management of Heritage Resources of Yukon Indian People of all Yukon First Nations; and
 - d) consideration of the activities required pursuant to 2.6.7, 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8, 13.4.3, 13.4.8 (all), 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.2, 13.8.3 (all), 13.8.7 (all), 13.9.1, 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A (all), 28.3.3.5.
3. The terms of reference for the strategic plan may also include:
- a) the roles and participation of the Parties in developing, monitoring, reviewing and amending the strategic plan; and
 - b) such other matters as the Parties may agree.
4. The development and implementation of the strategic plan, as described in the activities set out above, may be coordinated with the development and implementation of similar strategic plans for (an) other Yukon First Nation(s), at the discretion of Government, CTFN and the other Yukon First Nation(s).
5. The development and management of the Heritage Resources of Yukon Indian People in that part of the Traditional Territory of CTFN which, from time to time, overlaps the Traditional Territory of another YFN, will not be addressed in the strategic plan except to the extent that ownership of the Heritage Resource has been established pursuant to 13.3.2.1.
6. At discretion of the YHRB, the Parties may consult with the YHRB at any time during development of the terms of reference and/or of the strategic plan.

PROJECT: The development of programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to Yukon Indian People

RESPONSIBLE PARTY: Canada, Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.4.3 Government, where practicable, shall assist Yukon First Nations to develop programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to the culture and history of Yukon Indian People which have been removed from the Yukon, or are retained at present in the Yukon, where this is consistent with the maintenance of the integrity of national or territorial collections.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.4.8 (all), 13.10.2

Responsibility	Activities	Timing
CTFN	Develop and establish policies and procedures relating to repatriation, including policies to determine ownership of those Moveable and Documentary Heritage Resources which may be considered private property.	On initiative of CTFN
CTFN and Government	Discuss and determine assistance required to enable repatriation.	At the request of the CTFN
Yukon and/or Canada	Provide technical and information assistance to CTFN to assist it to develop programs, staff and facilities.	As practicable

Planning Assumption

1. Government will assist CTFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.

PROJECT: Consultation with CTFN on Legislation and related policies on Heritage Resources in the Yukon

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

13.4.5 Government shall Consult Yukon First Nations in the formulation of Legislation and related Government policies on Heritage Resources in the Yukon.

CROSS REFERENCED CLAUSES: 13.10.3

Responsibility	Activities	Timing
CTFN, Government	Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines, and any other information required by CTFN and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify CTFN of subject matter of any proposed legislative or policy changes related to Heritage Resources in the Yukon.	As necessary, following Effective Date
CTFN	Prepare and present views to Government.	Within reasonable time as set out in the arrangements and procedures for Consultation
Government	Provide full and fair consideration to views presented by CTFN.	
Government	Notify CTFN of outcome.	As practicable

Planning Assumption

1. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

PROJECT: Consultation when establishing or designating territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of Carcross/Tagish People.

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

13.4.6.7 Government shall Consult with the Carcross/Tagish First Nation when establishing or designating, as the case may be, territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of the Carcross/Tagish People within the Traditional Territory of the Carcross/Tagish First Nation.

- (a) If the parties are unable to reach consensus as to whether a Heritage Resource is directly related to the culture and heritage of the Carcross/Tagish People, the matter shall be referred to the dispute resolution process under 26.4.0.

CROSS REFERENCED CLAUSES: 13.8.1.3, Chapter 13 Schedule A (all), 26.4.0 (all)

Responsibility	Activities	Timing
CTFN or Government	If no consensus as to whether a Heritage Resource is directly related to the culture and heritage of the Carcross/Tagish People within the Traditional Territory of CTFN, refer the matter to the dispute resolution process under 26.4.0.	As required
Government	Notify CTFN when establishing or designating, as the case may be, territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of Carcross/Tagish People within the Traditional Territory of CTFN. Provide details.	As required
CTFN	Review request and prepare and present views.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration to the views of CTFN. Notify CTFN of outcome.	As soon as practicable

PROJECT: The preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to the CTFN

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

13.4.8 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to Yukon First Nations.

13.4.8.1 Government shall provide the Carcross/Tagish First Nation with a written inventory of the Moveable Heritage Resources which are identified by Government as directly related to the culture and heritage of the Carcross/Tagish People which have been documented by Government at the Effective Date of this Agreement.

CROSS REFERENCED CLAUSES: 2.7.1, 13.4.1, 13.4.2, 13.5.3, 13.5.3.7

Responsibility	Activities	Timing
Government	Provide CTFN with a written inventory of the Moveable Heritage Resources which have already been identified as directly related to the culture and heritage of the Carcross/Tagish People.	As soon as practicable after Effective Date
Government	Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites, within existing budgets.	After the Effective Date
CTFN, Government	Indicate, in the case of Moveable Heritage Resources and Heritage Sites, the location and origin of the Resources and Sites, where possible.	During development of inventory
Government	Notify YHRB that inventory is being prepared and seek input regarding inventory of Moveable Heritage Resources and Heritage Sites.	During development of inventory
YHRB	At discretion, review and make recommendations to Government regarding inventory of Moveable Heritage Resources and Heritage Sites.	As soon as practicable after notice received

PROJECT: Development of a manual to include definitions relating to heritage resources

RESPONSIBLE PARTY: YFNs, Yukon, Canada

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

13.5.3 The Board may make recommendations to the Minister and to Yukon First Nations on:

13.5.3.6 the development, revision and updating of a manual including definitions of ethnographic, archaeological, palaeontological and historic resources, to facilitate the management and interpretation of these resources by Government and Yukon First Nations, such manual to be developed by Yukon First Nations and Government;

CROSS REFERENCED CLAUSES: 13.3.2.1, 13.3.6, 13.3.7, 13.4.1, 13.4.2, 13.5.4

Responsibility	Activities	Timing
YFNs or Yukon	Notify parties of intent to begin development of manual.	At discretion
YFNs and Yukon	Convene meeting to discuss.	As arranged by parties
Yukon and YFNs	Notify YHRB that manual is being prepared and seek input.	Upon readiness of parties to undertake development of manual
YHRB	Make recommendations to Yukon, YFNs and Canada regarding the contents of manual.	As soon as practicable after notice received
Yukon and YFNs	Reach agreement on content of manual.	As soon as practicable
Yukon and YFNs	Provide Canada with definitions to be used in manual, and ask for response.	After agreement reached between Yukon and YFNs
Canada	Respond to Yukon and YFNs.	Within a reasonable period of time
Yukon and YFN	Incorporate Canada's comments in manual, as agreed by YFNs and Yukon. Complete manual.	As soon as practicable

Planning Assumptions

1. When making recommendations respecting issues affecting lands administered by Parks Canada Agency, the YHRB will address recommendations to the appropriate federal Minister.
2. In developing definitions of ethnographic, palaeontological objects etc., it is expected that the Yukon, YFNs, and Canada will agree on a single definition for each term.

PROJECT: The distribution of research or interpretive reports regarding Yukon Heritage Resources

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

13.7.1 Research or interpretive reports produced by Government or its agents regarding Yukon Heritage Resources shall be made available to the affected Yukon First Nation.

13.7.2 Where feasible, research reports in 13.7.1 or portions thereof, shall be made available to the public, recognizing that some reports may be restricted due to the sensitive nature of the information contained therein.

CROSS REFERENCED CLAUSES: 2.7.1, 13.4.1, 13.4.2

Responsibility	Activities	Timing
Government	Provide a list of existing research or interpretive reports and, as practicable, reports in preparation.	At request of CTFN, as soon as practicable after Effective Date
CTFN	Request the research or interpretive reports that are of interest to CTFN.	Following receipt of the list
Government	Make available to CTFN the requested research or interpretive reports.	At request of CTFN
CTFN	Notify Government if it has any concerns that the report contains information of a sensitive nature.	As soon as practicable after receipt of requested reports
Government	Make a determination, based on concerns expressed by CTFN and/or access to information and privacy legislation whether to release to public. Provide details of decision to CTFN.	Prior to the public release of reports or portions thereof

Planning Assumption

1. Government shall make best efforts to recognize and respect the sensitivity expressed by CTFN pertaining to publication of such reports, consistent with 13.1.1.1.

PROJECT: The provision of a written inventory of all Heritage Sites directly related to the culture and heritage of Carcross/Tagish People within the Traditional Territory of the CTFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 13.8.1.1 The ownership of the land in the Traditional Territory of Carcross/Tagish First Nation is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 13.8.1.2 Government shall provide the Carcross/Tagish First Nation with a written inventory of the sites within the Traditional Territory of Carcross/Tagish First Nation which are identified by Government as Heritage Sites directly related to the culture and heritage of Carcross/Tagish People, including information on their location and character, which have been documented by Government at the Effective Date of this Agreement.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2

Responsibility	Activities	Timing
Government	Provide to CTFN, a written inventory of sites within the Traditional Territory of CTFN which are identified by Government as Heritage Sites directly related to the culture and heritage of the Carcross/Tagish People, including information on their location and character, which have been documented by Government at the Effective Date.	As soon as practicable

PROJECT: The identification of proposed Designated Heritage Sites or Heritage Sites directly related to the culture and heritage of Carcross/Tagish People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 13.8.1.3 Government shall inform the Carcross/Tagish First Nation when land within the Traditional Territory of Carcross/Tagish First Nation is identified by Government as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Carcross/Tagish People.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.5.3, 13.5.3.9, 13.8.1.4, 13.8.1.6

Responsibility	Activities	Timing
Government	Provide written notice to CTFN when land within its Traditional Territory is identified as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Carcross/Tagish People.	As soon as practicable after identification

PROJECT: The interim protection of a Heritage Site on Non-Settlement Land directly related to the culture and heritage of the Carcross/Tagish People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 13.8.1.4 When requested by the Carcross/Tagish First Nation, Government shall consider protection within existing Legislation, for a period of time, of a Heritage Site on Non-Settlement Land within the Traditional Territory of Carcross/Tagish First Nation which is directly related to the culture and heritage of the Carcross/Tagish People, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site.
- 13.8.1.5 Government shall Consult with the Carcross/Tagish First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.4.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2

Responsibility	Activities	Timing
CTFN	Request, from Government, protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Carcross/Tagish People on Non-Settlement Land within the Traditional Territory of CTFN pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site. Provide views regarding the terms and conditions of the temporary protection.	When interim protection desired
Government	Provide fair and full consideration to request for interim protection and CTFN views regarding terms and conditions of the temporary protection.	As soon as practicable after request of CTFN
Government	Make determination whether to provide interim protection, and on terms and conditions of same.	

Planning Assumption

1. The above activities should be completed as expeditiously as possible so that where interim protection is deemed to be required, it can be secured without unnecessary delays.

PROJECT: Negotiation of arrangements for ownership, management and protection of a Heritage Site on Non-Settlement Land

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 13.8.1.7 Government and the Carcross/Tagish First Nation may negotiate arrangements for the ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of Carcross/Tagish First Nation which is directly related to the culture and heritage of Carcross/Tagish People.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.8.1.6, 13.8.2, 13.8.3, 13.8.3.1, 13.8.6

Responsibility	Activities	Timing
Government or CTFN	Request commencement of negotiations regarding ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of the CTFN which is directly related to the culture and heritage of Carcross/Tagish People. Provide details.	As necessary
Other Party	Review request and determine whether to enter negotiations.	Following request to enter negotiations
Government, CTFN	If parties agree, enter negotiations.	As necessary

PROJECT: Consideration of the land use activities of other resource users in management of interpretive and research activities at Heritage Sites

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.8.2 Government and the affected Yukon First Nation shall consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.

CROSS REFERENCED CLAUSES: 5.5.1 (all), 13.4.1, 13.4.2, 13.8.1.6

Responsibility	Activities	Timing
Government, CTFN	Consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.	Ongoing after Effective Date

PROJECT: The development and drafting of a permit system for use in the management of research activities at sites which may contain Moveable Heritage Resources

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.8.3 Government and the affected Yukon First Nation shall institute a permit system for research at any site which may contain Moveable Heritage Resources.

13.8.3.1 Government and the Carcross/Tagish First Nation shall Consult each other during the development and drafting of the permit system referred to in 13.8.3.

13.8.3.2 Without limiting any authority which Government or the Carcross/Tagish First Nation may otherwise have to establish a permit system, the system may include provisions in respect of:

- (a) notification of an application for a permit and any permit issued;
- (b) requirements that research be conducted in a manner which maximizes the preservation of Moveable Heritage Resources;
- (c) involvement of Carcross/Tagish People in research at sites which contain Moveable Heritage Resources directly related to the culture and history of Yukon Indian People;
- (d) the sharing of information between Government and the Carcross/Tagish First Nation relating to the nature and scope of research for which a permit application has been made; and
- (e) requirements for the provision to Government and the Carcross/Tagish First Nation by a permittee of non-technical summaries of the results of research conducted pursuant to a permit.

CROSS REFERENCED CLAUSES: 5.5.1 (all), 13.3.1, 13.4.1, 13.4.2

Responsibility	Activities	Timing
Government and CTFN	Notify each other of interest to proceed with the development of a permit system to control and monitor research activities at any site which may contain Moveable Heritage Resources.	After Effective Date
Government and CTFN	Review each other's notice to develop a permit system. Prepare and present views to each other.	Within a reasonable time indicated by the other party

Responsibility	Activities	Timing
Government, CTFN	In developing a joint permit system, provide full and fair consideration to the views of the other party.	Within a reasonable time
Government, CTFN	Develop and institute permit system.	As soon as practicable

PROJECT: Consultation before issuance of permit for research at a Heritage Site which is directly related to the culture and heritage of Carcross/Tagish People in the Traditional Territory of the CTFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

13.8.3.3 Government shall Consult the Carcross/Tagish First Nation before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Carcross/Tagish People in the Traditional Territory of Carcross/Tagish First Nation.

- (a) If the parties are unable to reach consensus as to whether a Heritage Site is directly related to the culture and heritage of the Carcross/Tagish People, the matter shall be referred to the dispute resolution process under 26.4.0.

CROSS REFERENCED CLAUSES: 13.8.3, 13.8.3.2(all), 13.8.4, 13.8.5(all)

Responsibility	Activities	Timing
CTFN or Government	If no consensus is reached as to whether a Heritage Site is directly related to the culture and heritage of the Carcross/Tagish People, refer the matter to the dispute resolution process under 26.4.0.	As required
Government	Notify CTFN of application for a permit for research at a Heritage Site directly related to the culture and heritage of Carcross/Tagish People in the Traditional Territory of the CTFN. Provide details.	Upon receipt of application
CTFN	Review request and prepare and present views.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration to the views of CTFN.	As soon as practicable
Government	Notify CTFN of outcome.	As soon as practicable

PROJECT: The control of access to Designated Heritage Sites

RESPONSIBLE PARTY: Canada, Yukon, CTFN

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

13.8.4 Access to Designated Heritage Sites shall be controlled in accordance with the terms of site management plans which have been reviewed by the Board, and approved and implemented by Government or the affected Yukon First Nation.

13.8.5 Government and the affected Yukon First Nation, when controlling access to Designated Heritage Sites, shall consider:

13.8.5.1 the interests of permitted researchers;

13.8.5.2 the interest of the general public; and

13.8.5.3 the requirements of special events and traditional activities.

CROSS REFERENCED CLAUSES: 10.5.1, 10.5.2, 13.8.1 (all), 13.8.2, 13.8.3.2, 13.8.3.3 (all)

Responsibility	Activities	Timing
Yukon and/or Canada and/or CTFN	Establish policies and procedures to control access to Designated Heritage Sites in accordance with the terms of approved site management plans considering the requirements and interests of 13.8.5.	As soon as practicable after completion of management plans
Yukon and/or Canada and/or CTFN	Control access in accordance with the policies and procedures developed.	Ongoing

Planning Assumption

1. Responsibility for monitoring and enforcement of access to Designated Heritage Sites will be addressed in the management plans.

PROJECT: The protection of Heritage Resources accidentally discovered on CTFN Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Carcross/Tagish First Nation Settlement Land shall take such steps as are reasonable in all the circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Carcross/Tagish First Nation.
- 13.8.7.2 A Person described in 13.8.7.1 who is not exercising a right of access or a right to use Carcross/Tagish First Nation Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Carcross/Tagish First Nation.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Carcross/Tagish First Nation Settlement Land provided for in this Agreement shall not further disturb a Heritage Site or a Moveable Heritage Resource unless permitted by Laws of General Application, and that Person obtains:
- (a) the consent of the Carcross/Tagish First Nation; or
 - (b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing the Heritage Site or Moveable Heritage Resource.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.8.7.4

Responsibility	Activities	Timing
CTFN	Develop procedures with respect to the reporting of the accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource.	Within one year of Effective Date
CTFN	Receive report of accidental discovery of a Heritage Resource. Ensure disturbance of Heritage Site or Moveable Heritage Resource has ceased.	As soon as practicable after discovery
CTFN	If request made, grant or deny consent to further disturb a Heritage Site or Moveable Heritage Resource. Notify applicant of decision.	Within a reasonable time of the request
CTFN	If application is made to the Surface Rights Board prepare and respond to application.	In accordance with Surface Rights Board rules

Planning Assumptions

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of Heritage Resources on CTFN Settlement Land, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a Heritage Resource.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a Heritage Resource.

PROJECT: The protection of Documentary Heritage Resources that have been accidentally discovered on Settlement Land and reported to the CTFN

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 13.8.7.4 The Carcross/Tagish First Nation shall report to Government, as soon as practicable, the discovery on Carcross/Tagish First Nation Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 Government and the Carcross/Tagish First Nation shall attempt to agree whether a Documentary Heritage Resource described in 13.8.7.4 is a Public Record or a Non-Public Record and, failing agreement, either may refer the matter to the dispute resolution process under 26.3.0.
- 13.8.7.6 If a Documentary Heritage Resource is a Non-Public Record, the Carcross/Tagish First Nation shall make reasonable efforts to determine if it is privately owned.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.8.7.1, 26.3.0 (all)

Responsibility	Activities	Timing
Government, CTFN	Develop arrangements and procedures for the reporting of accidental discoveries.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
CTFN	Report to Government the discovery of any Documentary Heritage Resource reported to CTFN under 13.8.7.1.	As soon as practicable after receiving report
Government, CTFN	Attempt to agree whether the Documentary Heritage Resources is a Public Record or a Non-Public Record.	
Government or CTFN	If parties fail to reach an agreement, at discretion, refer the matter to the dispute resolution process under 26.3.0.	Within a reasonable period of time
CTFN	If a Documentary Heritage Resource is classified as a Non-Public Record, make reasonable efforts to determine if it is privately owned.	Within a reasonable period of time

PROJECT: The establishment of procedures to manage CTFN Burial Sites
on Settlement Land

RESPONSIBLE PARTY: CTFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:

13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;

13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.9.2, 13.9.7

Responsibility	Activities	Timing
CTFN, Government	Develop and establish policies and procedures to: <ul style="list-style-type: none">- manage and protect CTFN Burial Sites on CTFN Settlement Land;- restrict access;- report discovery of CTFN Burial Site; and- prevent disturbance.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable

Planning Assumptions

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of CTFN Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a CTFN Burial Site.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a CTFN Burial Site.

PROJECT: The establishment of procedures to manage CTFN Burial Sites on **Non-Settlement Land**

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:

13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;

13.9.1.2 where the Yukon First Nation Burial Site is on Non-Settlement Land, require the joint approval of Government and the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located for any management plans for the Yukon First Nation Burial Site; and

13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.9.2, 13.9.7

Responsibility	Activities	Timing
Government, CTFN	Develop and establish policies and procedures to: <ul style="list-style-type: none"> - manage and protect CTFN Burial Sites on Non-Settlement Land; - restrict access; - inform CTFN when a CTFN Burial Site is discovered; and - prevent further disturbance. 	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government, CTFN	Jointly approve management plans, if developed.	After the development of a management plan

Planning Assumptions

1. During the development of procedures, the parties will exchange information on any known burial sites within the Traditional Territory of CTFN.
2. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of CTFN Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a CTFN Burial Site.
3. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a CTFN Burial Site.

PROJECT: The determination of terms and conditions upon which a CTFN Burial Site may be further disturbed following its discovery

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.9.2 Where a Person discovers a Yukon First Nation Burial Site in the course of carrying on an activity authorized by Government or a Yukon First Nation, as the case may be, that Person may carry on the activity with the agreement of the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located.

13.9.3 In the absence of agreement under 13.9.2, the Person may refer the dispute to arbitration under 26.7.0 for a determination of the terms and conditions upon which the Yukon First Nation Burial Site may be further disturbed.

CROSS REFERENCED CLAUSES: 13.9.1 (all), 13.9.7, 26.7.0 (all)

Responsibility	Activities	Timing
CTFN	Develop the necessary policies and procedures in order to process and review applications.	Within one year of Effective Date
CTFN	Review application for consent to pursue authorized activity and establish any necessary terms or conditions, or withhold consent. Notify applicant of decision.	Upon receipt of application for consent
CTFN	If no agreement with respect to terms and conditions, respond to referral to arbitration under 26.7.0.	If referenced to arbitration

PROJECT: Development of policies and procedures regarding the exhumation, examination and reburial of human remains from a CTFN Burial Site

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.9.4 Any exhumation, examination, and reburial of human remains from a Yukon First Nation Burial Site ordered by an arbitrator under 13.9.3 shall be done by, or under the supervision of, that Yukon First Nation.

13.9.5 Except as provided in 13.9.2 to 13.9.4, any exhumation, scientific examination and reburial of remains from Yukon First Nation Burial Sites shall be at the discretion of the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 13.9.1 (all), 13.9.2, 13.9.3, 13.9.7

Responsibility	Activities	Timing
CTFN	Develop and establish policies and procedures with respect to the disturbance of a CTFN Burial Site and the exhumation, examination, and reburial of human remains.	At discretion of CTFN after Effective Date
CTFN	If exhumation, examination or reburial is ordered by an arbitrator under 13.9.3, supervise any exhumation, examination and reburial of human remains.	As necessary

PROJECT: The provision of Documentary Heritage Resources in Government custody for copying by the CTFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 13.10.2 In accordance with Government policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to agreements respecting the records, Government shall make available to a Yukon First Nation, for copying, Documentary Heritage Resources in Government custody relating to that Yukon First Nation.

CROSS REFERENCED CLAUSES: 2.7.1, 13.4.8 (all)

Responsibility	Activities	Timing
Government	Make available to CTFN any existing list of Documentary Heritage Resources in Government custody relating to CTFN.	At request of CTFN
Government	Make available for copying any of the Documentary Heritage Resources in accordance with Government policies and procedures.	At request of CTFN

PROJECT: Consultation with CTFN on Legislation and related policies on Documentary Heritage Resources in the Yukon relating to Yukon Indian People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

13.10.3 Yukon First Nations shall be Consulted in the formulation of any Legislation and related Government policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

CROSS REFERENCED CLAUSES: 13.4.5

Responsibility	Activities	Timing
CTFN, Government	Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines, and any other information required by CTFN and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify CTFN of subject matter of any proposed changes to legislation or policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.	As necessary
CTFN	Prepare and present views to Government.	Within reasonable time as set out in arrangements and procedures for Consultation
Government	Provide full and fair consideration to views presented by CTFN.	
Government	Notify CTFN of outcome.	As practicable

Planning Assumption

1. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

PROJECT: The management of Documentary Heritage Resources relating to Yukon Indian People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

13.10.4 Government shall, where practicable, Consult and cooperate with the affected Yukon First Nations on the management of Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

CROSS REFERENCED CLAUSES: 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3, 13.10.7

Responsibility	Activities	Timing
Government	Notify CTFN of existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Carcross/Tagish People. Provide details.	As practicable
CTFN	Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to Carcross/Tagish People.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented by CTFN regarding management of Documentary Heritage Resources related to Carcross/Tagish People.	Within a reasonable period of time after receiving CTFN views
Government	Notify CTFN of outcome.	After consideration of CTFN views

Planning Assumptions

1. Original copies of Documentary Heritage Resources relating to Yukon Indian People will be preserved according to recognized archival standards consistent with the maintenance of the integrity of national or territorial collections and agreements with donors; duplicate copies may be produced in accordance with policies and procedures for copying documentary heritage collections (reference 13.10.2) for deposit in YFN collections when originals remain in Government custody.
2. The Parties agree that Government's ability to notify CTFN of Government's existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Carcross/Tagish People which are not held by Government may be subject to limitations imposed or indicated by the holders of the Documentary Heritage Resources.
3. If Elders are to be involved in the interpretation of Documentary Heritage Resources relating to Yukon Indian People, then translations of Documentary Heritage Resources may be required.

PROJECT: The preparation of displays and inventories of Documentary Heritage Resources relating to Yukon Indian People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN, Yukon Indian Elders

OBLIGATIONS ADDRESSED:

13.10.5 Government shall Consult and cooperate with Yukon First Nations in the preparation of displays and inventories of Documentary Heritage Resources in the Yukon relating to the Yukon Indian People.

CROSS REFERENCED CLAUSES: 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3, 13.10.7

Responsibility	Activities	Timing
Government	Notify CTFN of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to Carcross/Tagish People. Provide details.	Prior to planning such displays and inventories
CTFN	Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Carcross/Tagish People.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented by CTFN regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Carcross/Tagish People.	Within a reasonable period of time after receiving CTFN views
Government	Notify CTFN of outcome.	After consideration of CTFN views

Planning Assumptions

1. Copies of inventories of Documentary Heritage Resources relating to Yukon Indian People will be made available to YFNs as agreed to by the parties.
2. If Elders are to be involved in the interpretation of Documentary Heritage Resources relating to Yukon Indian People, then translations of Documentary Heritage Resources may be required.

PROJECT: Consultation with CTFN by the Yukon Geographical Place Names Board

RESPONSIBLE PARTY: YGPNB

PARTICIPANT / LIAISON: CTFN, Canada

OBLIGATIONS ADDRESSED:

- 13.11.2 When considering the naming or renaming of places or features located within the Traditional Territory of a Yukon First Nation, or when acting with a federal agency where joint jurisdiction over the naming of the place or feature exists, the Yukon Geographical Place Names Board shall Consult with that Yukon First Nation.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.11.1, 13.11.4

Responsibility	Activities	Timing
YGPNB	Notify CTFN when considering the naming of a place or feature within the Traditional Territory of CTFN.	As required
CTFN	Prepare and present its views to YGPNB.	Within a reasonable period of time indicated by YGPNB
YGPNB	Provide full and fair consideration of views presented.	Within a reasonable period of time after receiving CTFN views
YGPNB	Notify CTFN of outcome.	After consideration of CTFN views

PROJECT: Naming of geographical features on Settlement Land and the inclusion of traditional aboriginal place names on revised maps of the National Topographic Series

RESPONSIBLE PARTY: CTFN, Canada

PARTICIPANT / LIAISON: YGPNB

OBLIGATIONS ADDRESSED:

- 13.11.3 A Yukon First Nation may name or rename places or geographical features on Settlement Land and such place names shall be deemed to be approved by the Yukon Geographical Place Names Board.
- 13.11.4 Traditional aboriginal place names shall be included, to the extent practicable and in accordance with map production specifications of Canada, on revised maps of the National Topographic Series.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.11.1

Responsibility	Activities	Timing
Canada	Notify CTFN and YGPNB of any scheduled production or reproduction of National Topographic Series maps.	As appropriate
CTFN	Develop and establish policies and conduct community-based research regarding the naming or renaming of geographic features on its Settlement Land.	As needed
CTFN	Name or rename places and geographical features on Settlement Land and forward a copy to YGPNB.	As appropriate

Planning Assumption

- These activities are intended to apply to any official Federal Government maps or databases that are authorized through the Geographic Names Board of Canada.
- At the time of the preparation of this document, the following is a link to the Geographic Names Board of Canada web site:

http://geonames.nrcan.gc.ca/info/gnbc_e.php
- It is expected that a YFN-controlled mapping company will investigate contract arrangements for map production with Canada.

PROJECT: Contracts associated with a Designated Heritage Site directly related to the history or culture of the Carcross/Tagish People within the Traditional Territory of CTFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 13.12.1.1 Government shall provide written notice to the Carcross/Tagish First Nation of any public tender for contracts associated with a Designated Heritage Site directly related to the history or culture of Carcross/Tagish People within the Traditional Territory of Carcross/Tagish First Nation.
- 13.12.1.2 Government shall include the Carcross/Tagish First Nation in any invitational tender for contracts associated with a Designated Heritage Site directly related to the history or culture of the Carcross/Tagish People within the Traditional Territory of Carcross/Tagish First Nation.
- 13.12.1.3 The Carcross/Tagish First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with a Designated Heritage Site directly related to the history or culture of Carcross/Tagish People within the Traditional Territory of Carcross/Tagish First Nation upon the same terms and conditions as would be offered to others.
- 13.12.1.4 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 13.12.1.5 Any failure to include the Carcross/Tagish First Nation in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with a Designated Heritage Site directly related to the history or culture of Carcross/Tagish People within the Traditional Territory of Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.2; 22.5.10

Responsibility	Activities	Timing
CTFN, Government	Develop contracting arrangements and procedures that will include contacts, time lines, and information requirements.	To begin at least 6 months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable

Responsibility	Activities	Timing
Government	Provide written notice to CTFN of any public or invitational tenders for contracts being offered by Government associated with a Designated Heritage Site directly related to the history or culture of Carcross/Tagish People within the Traditional Territory of CTFN.	As contracts are tendered
Government	Consistent with the arrangements and procedures, provide CTFN with first opportunity to accept any contract offered by Government (other than by public or invitational tender) associated with a Designated Heritage Site directly related to the history or culture of Carcross/Tagish People within the Traditional Territory of CTFN upon the same terms and conditions as would be offered to others.	As contracts are tendered
CTFN	Provide response to Government whether to accept.	Within time lines specified in arrangements and procedures

PROJECT: The development of contract opportunities associated with a Designated Heritage Site within the Traditional Territory of the CTFN.

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 13.12.1.7 Government shall include in any contract opportunities associated with a Designated Heritage Site directly related to the history or culture of Carcross/Tagish People within the Traditional Territory of Carcross/Tagish First Nation:
- a) a criterion for the employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms; and
 - b) a criterion for special knowledge or experience of Carcross/Tagish People related to the Designated Heritage Site.
- 13.12.1.8 Nothing in 13.12.1.7 shall be construed to mean that a criterion for employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms or for special knowledge or experience of Carcross/Tagish People shall be the determining criterion in awarding any contract.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.2; 13.12.1.1, 13.12.1.2

Responsibility	Activities	Timing
CTFN, Government	Jointly develop criteria for employment of Carcross/Tagish People, engagement of Carcross/Tagish Firms and for special knowledge and experience of Carcross/Tagish People related to a Designated Heritage Site, and identify the specifics as to how the criteria will be included into the contracting processes.	To begin at least six months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable
Government	Include a criterion for employment of the Carcross/Tagish People or engagement of Carcross/Tagish Firms, and a criterion for special knowledge and experience of Carcross/Tagish People related to a Designated Heritage Site in any contract which it intends to develop that is associated with a Designated Heritage Site directly related to the history or culture of Carcross/Tagish People within the Traditional Territory of CTFN.	As required

Planning Assumption

1. Government retains ultimate responsibility for contracting associated with Designated Heritage Sites.

PROJECT: Exclusive CTFN Right of Access to Bennett Lake Trail for Commercial Wilderness Adventure Travel over that portion of the Bennett Lake Trail referred to in 13.13

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.13.1 If Yukon enacts Legislation which provides for exclusive rights of access on trails for commercial purposes, the Carcross/Tagish First Nation shall have a right of first refusal for the exclusive right of access for commercial purposes on that portion of the Bennett Lake Trail identified as "Future Exclusive Right of Access for Commercial Purposes" on map "Carcross/Tagish Heritage Routes and Sites" in Appendix B - Maps, which forms a separate volume to this Agreement.

13.13.2 The right of first refusal referred to in 13.13.1 shall be provided as follows:

13.13.2.1 the Carcross/Tagish First Nation shall apply to the Yukon within one year of the coming into force of the Legislation referred to in 13.13.1 for a licence or permit for the exclusive right of access for commercial purposes on the portion of the Bennett Lake Trail identified in 13.13.1, failing which the right of first refusal for the exclusive right of access for commercial purposes on that portion of the Bennett Lake Trail shall lapse; and

13.13.2.2 if the Carcross/Tagish First Nation applies for a licence or permit in accordance with 13.13.2.1 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Yukon shall issue that licence or permit to the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: 13.13.3, Appendix B – Maps: "Carcross/Tagish Heritage Routes and Sites"

Responsibility	Activities	Timing
<u>If Yukon enacts Legislation over trails referred to in 13.13.1:</u>		
Yukon	Notify CTFN that a licence or permit for the exclusive right of access for commercial purposes on the portion of the Bennett Lake Trail identified in 13.13.1 is available.	As soon as practicable after Legislation comes into effect
CTFN	At discretion, apply to Yukon for a licence or permit for the exclusive right of access for commercial purposes on the portion of the Bennett Lake Trail identified in 13.13.1.	Within one year of the coming into force of the Legislation referred to in 13.13.1
<u>If CTFN applies for, and satisfies the requirements that otherwise apply to obtaining such a licence or permit, the licence or permit within one year of the coming in force of the Legislation referred in 13.13.1:</u>		
Yukon	Issue the licence or permit to CTFN.	As soon as practicable
<u>If CTFN does not apply for the licence or permit within one year of the coming in force of the Legislation referred in 13.13.1:</u>		
Yukon	At discretion, offer the licence or permit for the exclusive right of commercial purposes to any other person on such terms and conditions as Government deems appropriate.	As necessary

October 29, 2003 – COAL

PROJECT: Establishment of the Tagish North West Mounted Police (“NWMP”) Historic Site (the “Area”)

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule A

- 2.1 As soon as practicable after the Effective Date of this Agreement, the Yukon shall transfer to the Commissioner of the Yukon Territory and to the Carcross/Tagish First Nation, as tenants in common, an undivided one-half interest each in the Area, excluding, for greater certainty, the mines and minerals, in, on or under the Crown Land.
- 2.2 As soon as practicable after the Effective Date of this Agreement, and following the transfer referred to in 2.1, the Yukon shall designate the Area excluding the mines and minerals, in, on or under the Area as a historic site under the Historic Resources Act, R.S.Y. 2002, c. 109.
- 2.4 Historic Site designation under the Historic Resources Act, R.S.Y. 2002, c. 109 , c.8 shall not be removed from any lands forming part of the Tagish North West Mounted Police Historic Site, without the consent of the Carcross/Tagish First Nation and the Yukon.
- 7.1 Government shall:
 - 7.1.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14, and the Placer Mining Act, S.Y. 2003, c. 13; and
 - 7.1.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17.
- 7.2 The Yukon shall withdraw the Area from disposition under the Oil and Gas Act, R.S.Y. 2002, c. 162.

CROSS REFERENCED CLAUSES: 2.11.1 (all), 2.11.2, 13.4.6.1; Chapter 13 Schedule A 1.0, 2.3, 7.3, 7.4 (all)

Responsibility	Activities	Timing
Yukon	Transfer one-half interest in the Area to the Commissioner of the Yukon Territory and one-half interest in the Area to CTFN, excluding the mines and minerals, such that the Commissioner and CTFN are tenants in common in the Area.	As soon as practicable after the Effective Date

Responsibility	Activities	Timing
Yukon	Designate the Area, excluding mines and minerals, in, on or under the Area as a Historic Site under the <u>Historic Resources Act</u> , R.S.Y. 2002, c. 109.	As soon as practicable after the Effective Date
Yukon	Prohibit entry on the Area for the purpose of locating, prospecting or mining under the appropriate legislation.	As soon as practicable after the Effective Date
Yukon	Withdraw the mines and minerals in, on or under the Area from disposal under the appropriate legislation.	As soon as practicable after the Effective Date
Yukon	Withdraw the Area from disposition under the <u>Oil and Gas Act</u> , R.S.Y. 2002, c. 162; and ensure that no one explores for coal in, on or under the Area.	As soon as practicable after the Effective Date

If either party wishes to remove the Historic Site designation:

CTFN, Yukon	At discretion, seek consent of CTFN to remove any lands forming part of the Tagish NWMP Historic Site.	As required
CTFN, Yukon	Provide or withhold consent.	Within a reasonable time
Yukon	If consent granted, remove the designation from the lands in question.	As necessary

Planning Assumption

1. As of April 1, 2003, the administration and control of Crown Land in the Yukon Territory is the responsibility of Yukon.

PROJECT: Establishment of the steering committee for the
Tagish North West Mounted Police ("NWMP") Historic Site

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule A

- 3.2 A steering committee shall be established to prepare and recommend the management plan referred to in 3.1.
- 3.3 The steering committee shall be comprised of six members, of whom three shall be designated by the Carcross/Tagish First Nation and three designated by the Yukon.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN	Designate three members to the steering committee.	As soon as practicable after Effective Date
Yukon	Designate three members to the steering committee.	As soon as practicable after Effective Date
CTFN and Yukon	Jointly establish the steering committee.	As soon as practicable after making designations

PROJECT: Preparation and recommendation of the management plan for the Tagish North West Mounted Police ("NWMP") Historic Site

RESPONSIBLE PARTY: steering committee

PARTICIPANT / LIAISON: CTFN, Yukon

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule A

- 3.4 The steering committee shall make best efforts to recommend the management plan to the Carcross/Tagish First Nation and the Yukon within five years of the Effective Date of this Agreement.
- 3.5 In preparing a management plan to recommend pursuant to 3.2, if the members of the steering committee are unable to reach a consensus as to the matters to be included in a management plan, any member of the steering committee may, upon direction from the Party that designated them, refer the matter to dispute resolution under 26.4.0.
- 3.6 The steering committee shall forward a proposed management plan to the Yukon and Carcross/Tagish First Nation indicating what matters, if any, remain outstanding.
- 3.7 The preparation of the management plan shall include a process for public consultation.

CROSS REFERENCED CLAUSES: Chapter 13 Schedule A 2.3, 3.1, 3.2, 3.8 (all), 3.9 (all), 7.3, 7.4 (all); 26.4.0

Responsibility	Activities	Timing
Steering committee	Establish work plan and work schedule for the development of the management plan for the NWMP Historic Site, including a process for public consultation, guided by the principles of 3.8.	As soon as practicable after establishment of the steering committee
Steering committee	Make best efforts to complete the management plan.	Within five years of Effective Date
Any member of the steering committee	If unable to reach consensus as to the matters to be included in the management plan, and upon direction from the party that designated the member, refer the matter to dispute resolution under 26.4.0.	As necessary
Steering committee	Forward proposed management plan to Yukon and CTFN indicating what matters, if any, remain outstanding.	Upon completion of the proposed management plan.

PROJECT: Approval of the management plan for the Tagish North West Mounted Police ("NWMP") Historic Site

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule A

- 4.1 The Carcross/Tagish First Nation and the Yukon may refer any proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.
- 4.2 The Carcross/Tagish First Nation and the Yukon shall jointly review any proposed management plan and shall make reasonable attempts to reach consensus on whether to accept, vary or set aside the provisions set out in the management plan and shall consider any recommendations of the Yukon Heritage Resources Board.
- 4.3 If the Carcross/Tagish First Nation and the Yukon are unable to reach a consensus as to the provisions to be included in the management plan, either may refer the matter to dispute resolution under 26.3.0.

CROSS REFERENCED CLAUSES: 13.4.6.1; Chapter 13 Schedule A 2.2, 2.3, 2.4, 3.2, 3.3, 3.5, 3.8 (all), 3.9 (all), 4.4, 7.0 (all), 8.0 (all); 13.5.3.10, 26.3.0 (all)

Responsibility	Activities	Timing
CTFN, Yukon	At discretion, refer any proposed management plan to the YHRB for their review and recommendations.	As soon as practicable after receiving the proposed management plan
YHRB	Review proposed management plan and provide recommendations to CTFN and Yukon.	As required within reasonable period of time
CTFN, Yukon	Consider any recommendations of the YHRB.	If recommendations made by the YHRB
CTFN, Yukon	Jointly review any proposed management plan and make reasonable attempts to reach consensus on whether to accept, vary or set aside the provisions set out in the management plan.	After receiving the proposed management plan or the recommendations of the YHRB
CTFN or Yukon	If CTFN and the Yukon are unable to reach a consensus as to the provisions to be included in the management plan, and at discretion, refer the matter to dispute resolution under 26.3.0.	As necessary

PROJECT: Review of the management plan for the Tagish North West Mounted Police ("NWMP") Historic Site

RESPONSIBLE PARTY: CTFN , Yukon

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule A

4.5 The Carcross/Tagish First Nation and the Yukon shall jointly review the management plan no later than ten years after its initial approval and no later than every ten years thereafter.

4.6 The Carcross/Tagish First Nation and the Yukon may refer any proposed amendment to the management plan to the Yukon Heritage Resources Board for its review and recommendations and shall consider any recommendations of the Board.

CROSS REFERENCED CLAUSES: 13.4.6.1; Chapter 13 Schedule A 2.4, 3.8 (all), 3.9 (all), 7.0 (all), 8.0 (all)

Responsibility	Activities	Timing
CTFN and Yukon	Establish terms of reference for a joint review of the Approved Management Plan, and jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation.	In the year preceding the review, which must take place no later than 10 years after the initial approval of the Approved Management Plan, and at least every 10 years thereafter
CTFN and Yukon	Conduct review of the Approved Management Plan. Identify proposed amendments, if any.	In accordance with the terms of reference and according to the agreed-upon work plan
CTFN and Yukon	At discretion, refer any proposed amendment to the management plan to the YHRB for its review and recommendations.	As necessary
YHRB	Review proposed management plan and provide recommendations to CTFN and Yukon.	As required within reasonable period of time
CTFN, Yukon	Consider any recommendations of the YHRB.	If recommendations made by the YHRB

PROJECT: The transfer, assignment, lease, encumbrment or other disposition of interests in the Tagish North West Mounted Police (“NWMP”) Historic Site

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule A

- 6.1 Neither the Commissioner of the Yukon Territory nor the Carcross/Tagish First Nation shall transfer, assign, lease, encumber or otherwise dispose of its interest in the Tagish North West Mounted Police Historic Site without the consent of the other in writing.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN or Yukon	If considering a transfer, assignment, lease, encumbrment or other disposition of its interests in the Tagish NWMP Historic Site, request consent of the other party in writing.	At discretion
CTFN or Yukon	Consider the request for consent.	Upon receipt of the request
CTFN or Yukon	Respond to request in writing.	Within a reasonable time after receiving the request

October 29, 2003 — “COAL”

PROJECT: Establishment of the Conrad Historic Site (the “Area”)

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

- 2.1 As soon as practicable after the Effective Date of this Agreement, the Yukon shall transfer to the Commissioner of the Yukon Territory and to the Carcross/Tagish First Nation, as tenants in common, an undivided one-half interest each in the Area, excluding, for greater certainty, the mines and minerals, in, on or under Crown Land.
- 2.2 As soon as practicable after the Effective Date of this Agreement, and following the transfer referred to in 2.1, the Yukon shall designate the Area, excluding the mines and minerals, in, on or under the Area, as a historic site under the Historic Resources Act, R.S.Y. 2002, c. 109.
- 2.4 Historic Site designation under the Historic Resources Act, R.S.Y. 2002, c. 109, shall not be removed from any lands forming part of the Conrad Historic Site, without the consent of the Carcross/Tagish First Nation and the Yukon.
- 7.1 Subject to 7.4, Government shall:
 - 7.1.1 prohibit entry on the Area for the purpose of locating, prospecting and mining under the Quartz Mining Act, S.Y. 2003, c. 14, and the Placer Mining Act, S.Y. 2003, c. 13; and
 - 7.1.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17.
- 7.2 Subject to 7.4, no one may carry out any activities related to the exploration or production of oil and gas in the Area.

7.3 Subject to 7.4, no one may explore for coal or stake for coal in the Area.

CROSS REFERENCED CLAUSES: 2.11.1 (all), 2.11.2, 13.4.6.2; Chapter 13 Schedule B 1.0, 2.3, **7.3**, 7.4 (all)

Responsibility	Activities	Timing
Yukon	Transfer one-half interest in the Area to the Commissioner of the Yukon Territory and one-half interest in the Area to CTFN, excluding the mines and minerals, such that the Commissioner and CTFN are tenants in common in the Area.	As soon as practicable after the Effective Date

Responsibility	Activities	Timing
Yukon	Designate the Area, excluding mines and minerals, in, on or under the Area as a Historic Site under the <u>Historic Resources Act</u> , R.S.Y. 2002, c. 109.	As soon as practicable after the Effective Date
Yukon	Prohibit entry on the Area for the purpose of locating, prospecting or mining under the appropriate legislation.	As soon as practicable after the Effective Date
Yukon	Withdraw the mines and minerals in, on or under the Area from disposal under the appropriate legislation.	As soon as practicable after the Effective Date
Yukon	Withdraw the Area from disposition under the <u>Oil and Gas Act</u> , S.Y. 1998, c.20; and ensure that no one explores for coal in, on or under the Area.	As soon as practicable after the Effective Date

If either party wishes to remove the Historic Site designation:

CTFN, Yukon	At discretion, seek consent of CTFN to remove any lands forming part of the Conrad Historic Site.	As required
CTFN, Yukon	Provide or withhold consent.	Within a reasonable time
Yukon	If consent granted, remove the designation from the lands in question.	As necessary

Planning Assumption

1. As of April 1, 2003, the administration and control of Crown Land in the Yukon Territory is the responsibility of Yukon.

PROJECT: Establishment of the steering committee for the Conrad Historic Site

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

- 3.2 A steering committee shall be established to prepare and recommend the management plan referred to in 3.1.
- 3.3 The steering committee shall be comprised of six members, of whom three shall be designated by the Carcross/Tagish First Nation and three designated by the Yukon.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN	Designate three members to the steering committee.	As soon as practicable after Effective Date
Yukon	Designate three members to the steering committee.	As soon as practicable after Effective Date
CTFN and Yukon	Jointly, establish the steering committee.	As soon as practicable after making designations

PROJECT: Preparation and recommendation of the management plan for the Conrad Historic Site

RESPONSIBLE PARTY: steering committee

PARTICIPANT / LIAISON: CTFN, Yukon

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

- 3.4 The steering committee shall make best efforts to recommend the management plan to the Carcross/Tagish First Nation and the Yukon within five years of the Effective Date of this Agreement.
- 3.5 In preparing a management plan to recommend pursuant to 3.2, if the members of the steering committee are unable to reach a consensus as to the matters to be included in a management plan, any member of the steering committee may, upon direction from the Party that designated them, refer the matter to dispute resolution under 26.4.0.
- 3.6 The steering committee shall forward a proposed management plan to the Yukon and Carcross/Tagish First Nation indicating what matters, if any, remain outstanding.
- 3.7 The preparation of the management plan shall include a process for public consultation.

CROSS REFERENCED CLAUSES: Chapter 13 Schedule B 2.3, 3.1, 3.2, 3.8 (all), 3.9 (all), 7.3, 7.4 (all); 26.4.0

Responsibility	Activities	Timing
Steering committee	Establish work plan and work schedule for the development of the management of the Conrad Historic Site, including a process for public consultation, guided by the principles of 3.8.	As soon as practicable after establishment of the steering committee
Steering committee	Make best efforts to complete the management plan.	Within five years of Effective Date
Any member of the steering committee	If unable to reach consensus as to the matters to be included in the management plan, and upon direction from the party that designated the member, refer the matter to dispute resolution under 26.4.0.	As necessary
Steering committee	Forward proposed management plan to Yukon and CTFN indicating what matters, if any, remain outstanding.	Upon completion of the proposed management plan

PROJECT: Approval of the management plan for the Conrad Historic Site

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

- 4.1 The Carcross/Tagish First Nation and the Yukon may refer any proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.
- 4.2 The Carcross/Tagish First Nation and the Yukon shall jointly review any proposed management plan and shall make reasonable attempts to reach consensus on whether to accept, vary or set aside the provisions set out in the management plan and shall consider any recommendations of the Yukon Heritage Resources Board.
- 4.3 If the Carcross/Tagish First Nation and the Yukon are unable to reach a consensus as to the provisions to be included in the management plan, either may refer the matter to dispute resolution under 26.3.0.

CROSS REFERENCED CLAUSES: 13.4.6.1; Chapter 13 Schedule B 2.2, 2.3, 2.4, 3.2, 3.3, 3.5, 3.8 (all), 3.9 (all), 4.4, 7.0 (all), 8.0 (all); 13.5.3.10, 26.3.0 (all)

Responsibility	Activities	Timing
CTFN, Yukon	At discretion, refer any proposed management plan to the YHRB for their review and recommendations.	As soon as practicable after receiving the proposed management plan.
YHRB	Review proposed management plan and provide recommendations to CTFN and Yukon.	As required within reasonable period of time
CTFN, Yukon	Consider any recommendations of the YHRB.	If recommendations made by the YHRB
CTFN, Yukon	Jointly review any proposed management plan and make reasonable attempts to reach consensus on whether to accept, vary or set aside the provisions set out in the management plan.	After receiving the proposed management plan or the recommendations of the YHRB
CTFN or Yukon	If CTFN and the Yukon are unable to reach a consensus as to the provisions to be included in the management plan, and at discretion, refer the matter to dispute resolution under 26.3.0.	As necessary

PROJECT: Review of the management plan for the Conrad Historic Site

RESPONSIBLE PARTY: CTFN , Yukon

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

4.5 The Carcross/Tagish First Nation and the Yukon shall jointly review the management plan no later than ten years after its initial approval and no later than every ten years thereafter.

4.6 The Carcross/Tagish First Nation and the Yukon may refer any proposed amendment to the management plan to the Yukon Heritage Resources Board for its review and recommendations and shall consider any recommendations of the Board.

CROSS REFERENCED CLAUSES: 13.4.6.1; Chapter 13 Schedule B 2.4, 3.8 (all), 3.9 (all), 7.0 (all), 8.0 (all)

Responsibility	Activities	Timing
CTFN and Yukon	Establish terms of reference for a joint review of the Approved Management Plan, and jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation.	In the year preceding the review, which must take place no later than 10 years after the initial approval of the Approved Management Plan, and at least every 10 years thereafter
CTFN and Yukon	Conduct review of the Approved Management Plan. Identify proposed amendments, if any.	In accordance with the terms of reference and according to the agreed-upon work plan
CTFN and Yukon	At discretion, refer any proposed amendment to the management plan to the YHRB for its review and recommendations.	As necessary
YHRB	Review proposed management plan and provide recommendations to CTFN and Yukon.	As required within reasonable period of time
CTFN, Yukon	Consider any recommendations of the YHRB.	If recommendations made by the YHRB

PROJECT: The transfer, assignment, lease, encumbrment or other disposition of interests in the Conrad Historic Site

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13 Schedule B

- 6.1 Neither the Commissioner of the Yukon Territory nor the Carcross/Tagish First Nation shall transfer, assign, lease, encumber or otherwise dispose of its interest in the Conrad Historic Site without the consent of the other in writing.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
CTFN or Yukon	If considering a transfer, assignment, lease, encumbrment or other disposition of its interests in the Conrad Historic Site, request consent of the other party in writing.	At discretion
CTFN or Yukon	Consider the request for consent.	Upon receipt of the request
CTFN or Yukon	Respond to request in writing.	Within a reasonable time after receiving the request

PROJECT: Renewal or replacement of Water Licences

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Yukon Water Board

OBLIGATIONS ADDRESSED:

14.7.4 Where the term of a licence described in 14.7.3 is five years or more, the licensee shall have the right to apply to the Board for a renewal or replacement of the licence. The Board shall require that written notice of the application be given, in a form satisfactory to the Board, to the affected Yukon First Nation, and shall provide the affected Yukon First Nation an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Yukon First Nation.

CROSS REFERENCED CLAUSES: 14.7.3

Responsibility	Activities	Timing
Yukon Water Board	Provide written notice to CTFN that a licence holder has applied for a renewal or replacement of a licence with a term of five years or more for Water on or flowing through CTFN Settlement Land.	Upon receipt of application
CTFN	Review notice and prepare and present views to the Yukon Water Board on terms and conditions which should be attached to the replacement or renewal to protect CTFN interests.	Within time frame provided by the Yukon Water Board or as stipulated in legislation

Planning Assumption

1. It is expected that the Yukon Water Board is aware of its obligation pursuant to this provision.

PROJECT: Access to Settlement Land -- With consent for exercise of a Water right

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Person seeking access, Surface Rights Board

OBLIGATIONS ADDRESSED:

14.7.5 Unless a Person has a right of access without the consent of the affected Yukon First Nation, a Person requiring the use of Settlement Land other than the Parcel covered by that Person's interest under 14.7.1 in order to exercise a right to use Water under 14.7.1 and 14.7.3 has a right of access to use that Settlement Land with the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.

CROSS REFERENCED CLAUSES: 14.7.1, 14.7.3, 14.7.6, 14.12.0 (all)

Responsibility	Activities	Timing
CTFN	Receive request for access to Settlement Land to exercise a right to use Water granted under 14.7.1 or 14.7.3.	After the Effective Date
CTFN	Determine whether or not access will be granted and set terms and conditions of access if appropriate.	Upon request
CTFN	Notify applicant of decision.	Within a reasonable time
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

PROJECT: Compensation payable in relation to Licences existing on the date that land became Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Holder of Water Licence, Yukon Water Board

OBLIGATIONS ADDRESSED:

14.7.8 After three years from the Effective Date of a Yukon First Nation Final Agreement and only in respect to the term following the expiry of that three year period, a Person holding a Licence described in 14.7.3 shall be liable to pay compensation under the provisions of this chapter to the Yukon First Nation in respect of the exercise of such Licence, and shall be subject to the provisions of 14.11.0 and 14.12.0.

CROSS REFERENCED CLAUSES: 14.7.3, 14.11.0 (all), 14.12.0 (all)

Responsibility	Activities	Timing
CTFN	At discretion, negotiate agreement with Licence holder.	After three years from the Effective Date
CTFN	At discretion, apply to Yukon Water Board for determination or compensation related to any Licence described in activity 14.7.3.	If no agreement is reached

Planning Assumption

1. Any subsequent replacement or renewal of a Licence described in 14.7.3 will be consistent with the operation of this chapter.

PROJECT: Shared drainage basin agreements

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: CTFN, Yukon, Government of the Northwest Territories, Government of British Columbia, Government of Alaska

OBLIGATIONS ADDRESSED:

14.10.1 Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.

14.10.2 Government shall Consult with affected Yukon First Nations with respect to the formulation of Government positions on the management of Water in a shared drainage basin within those Yukon First Nations' Traditional Territories in negotiating an agreement pursuant to 14.10.1.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Identify jurisdictions which share drainage basins with Yukon; notify CTFN.	As soon as practicable
Government	Contact identified jurisdictions and attempt to initiate discussions on Water management agreements.	As practicable
<u>If agreement to negotiate is reached with other jurisdictions:</u>		
Government	Notify CTFN that Government is formulating positions on Water management in a specified shared drainage basin and provide relevant information.	As practicable
CTFN	Review information and prepare and present views to Government.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented and integrate views into Government position as practicable.	Prior to finalizing Government position

Planning Assumptions

- Once negotiations have been established with another jurisdiction, affected YFNs will be kept apprised of progress towards interjurisdictional agreements and will be Consulted periodically pursuant to this clause on the formulation of government positions.
- Affected YFNs will be Consulted pursuant to this clause during discussions related to the amendment of any Water management agreement that is reached.

3. It is acknowledged that current arrangements for the negotiation of Water management agreements between jurisdictions include the participation of affected YFNs in the briefing and preparation for negotiations and in the negotiation sessions.

PROJECT: Preparation for Yukon Water Board proceedings with respect to compensation matters

RESPONSIBLE PARTY: CTFN, Yukon Indian Person

PARTICIPANT / LIAISON: Yukon Water Board

OBLIGATIONS ADDRESSED:

14.12.1 Compensation to be paid to a Yukon First Nation or a Yukon Indian Person pursuant to this chapter shall only be for provable loss or damage to the Yukon First Nation or Yukon Indian Person.

14.12.2 The amount and terms of compensation set out in 14.12.1 shall be determined by the Board.

CROSS REFERENCED CLAUSES: 14.8.1, 14.9.2, 14.12.3 (all), 14.12.4, 14.12.5 (all), 14.12.6 (all), 14.12.7, 14.12.8, 14.12.9, 14.12.10

Responsibility	Activities	Timing
CTFN, Yukon Indian Person	Prepare for proceedings of the Yukon Water Board, including, as appropriate, the preparation of documentation and other information to be presented to the Yukon Water Board in support of the application for compensation and participate in those proceedings.	As necessary

PROJECT: Establishment of the Yukon River Watershed Management Working Group

RESPONSIBLE PARTY: CTFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 14 Schedule A

- 2.1 The Working Group shall be established, as soon as practical and in no case later than 180 days after the Effective Date of this Agreement, to make recommendations designed to promote, in relation to that portion of the Area located within the Traditional Territory of Carcross/Tagish First Nation:
 - 2.1.1 public awareness and appreciation of the Water, including respect for the traditional and current use of the Water by Yukon Indian People and respect for the historical and current use of the Water by others;
 - 2.1.2 responsible residential, commercial, recreational and other uses of the Water and shoreline lands bordering the Water;
 - 2.1.3 coordination and facilitation of the efforts of Government, Yukon First Nations and communities in or downstream from the Area, to maintain or improve the health of the Water and related shorelines; and
 - 2.1.4 the protection and enhancement of Freshwater Fish and Salmon and their habitat.
- 2.2 Subject to 2.4, the Working Group shall be comprised of four members, of whom two shall be nominated by the Carcross/Tagish First Nation and two shall be nominated jointly by Canada and the Yukon.
- 2.3 Persons nominated to the Working Group shall have familiarity with land and water in all or parts of the Area.

CROSS REFERENCED CLAUSES: 14.6.2, Chapter 14 Schedule A 1.0, 3.1, 3.4

Responsibility	Activities	Timing
CTFN	Nominate two members to the Working Group taking into account Chapter 14 Schedule A 2.3.	As soon as practical, not later than 180 days after Effective Date
Canada, Yukon	Jointly, nominate two members to the Working Group taking into account Chapter 14 Schedule A 2.3.	As soon as practical, not later than 180 days after Effective Date

Planning Assumptions

1. The Parties will be responsible for the costs of the participation of their member(s) in the Yukon River Watershed Management Working Group.
2. In advance of the Effective Date of the Final Agreement of a Participating Yukon First Nation, a representative from other Participating Yukon First Nations may be invited to attend meetings of the Yukon River Watershed Management Working Group at their own cost.
3. If the Working Group is not initially established pursuant to the CTFNFA, then the inclusion of CTFN in the Working Group process is dealt with in the activity sheet for Chapter 14, Schedule A 2.4.

PROJECT: Merger of the Yukon River Watershed Management Working Group (the “Working Group”) with other working group(s) provided for under Participating Yukon First Nation Final Agreement(s)

RESPONSIBLE PARTY: CTFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 14 Schedule A

- 2.4 Unless the Working Group under this Agreement has already delivered its recommendations pursuant to 3.0, upon the Effective Date of the Final Agreement of a Participating Yukon First Nation, the Yukon River Watershed Management Working Group provided for under that Final Agreement and the Working Group under this Agreement shall be merged to form one joint Working Group, to make recommendations in respect of that portion of the Area located within the Traditional Territories of the Carcross/Tagish First Nation and the Participating Yukon First Nation, and shall be comprised of either four or six members as follows:
- 2.4.1 if the joint Working Group is formed from the merger of Working Groups under this Agreement and the Final Agreement of one Participating Yukon First Nation, then the joint Working Group shall be comprised of four members, of whom one shall be nominated by the Carcross/Tagish First Nation, one shall be nominated by the Participating Yukon First Nation and two shall be nominated jointly by Canada and the Yukon;
- 2.4.2 if the joint Working Group is formed from the merger of Working Groups under this Agreement and the Final Agreements of two Participating Yukon First Nations, then the joint Working Group shall be comprised of six members, of whom one shall be nominated by the Carcross/Tagish First Nation, one shall be nominated by each of the two Participating Yukon First Nations, and three shall be nominated jointly by Canada and the Yukon.

CROSS REFERENCED CLAUSES: 14.6.2, Chapter 14 Schedule A 1.0, 2.3, 3.1

Responsibility	Activities	Timing
<u>If the Working Group is initially established pursuant to the CTFNFA, then upon the Effective Date of the Final Agreement of the first Participating Yukon First Nation, merge the working groups as follows:</u>		
CTFN	Reduce membership on the merged working group by confirming one existing member, or nominate a new member taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the first Participating Yukon First Nation

Responsibility	Activities	Timing
First Participating Yukon First Nation	Nominate one member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the first Participating Yukon First Nation
Canada, Yukon	Confirm existing members, or jointly nominate two members to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the first Participating Yukon First Nation

If the Working Group is **NOT initially** established pursuant to the CTFNFA, then upon the Effective Date of the CTFNFA, merge the working groups as follows:

First Participating Yukon First Nation	Reduce membership on the merged working group from two members to one member by confirming one existing member, or nominate a new member taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the CTFNFA
CTFN	Nominate one member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the CTFNFA
Canada, Yukon	Confirm existing members, or jointly nominate two members to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the CTFNFA

If the Working Group is **initially** established pursuant to the CTFNFA or the Final Agreement of the first Participating Yukon First Nation, then upon the Effective Date of the Final Agreement of the **second** Participating Yukon First Nation, merge the working groups as follows:

CTFN	Confirm existing member, or nominate new member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the second Participating Yukon First Nation
First Participating Yukon First Nation	Confirm existing member, or nominate new member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the second Participating Yukon First Nation
Second Participating Yukon First Nation	Nominate one member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the second Participating Yukon First Nation
Canada, Yukon	Confirm existing members and jointly nominate a third member, or jointly nominate three new members to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the second Participating Yukon First Nation

Planning Assumption

1. If the Working Group has already delivered its recommendations pursuant to 3.0, then the provisions of 2.4 and this activity sheet shall not apply.
2. The Parties will be responsible for the costs of the participation of their member(s) in the Yukon River Watershed Management Working Group.
3. In advance of the Effective Date of the Final Agreement of the second Participating Yukon First Nation, a representative from the second Participating Yukon First Nations may be invited to attend meetings of the merged Yukon River Watershed Management Working Group at their own cost.

PROJECT: Recommendations of the Yukon River Watershed Management Working Group (the "Working Group")

RESPONSIBLE PARTY: CTFN, Canada, Yukon

PARTICIPANT / LIAISON: FWMB, SSC, Renewable Resources Councils having jurisdiction in the Area, any Regional Land Use Planning Commissions established for the Area, the Yukon River Inter-Tribal Watershed Council, the Government of British Columbia ("the Recipients")

OBLIGATIONS ADDRESSED:

Chapter 14 Schedule A

- 3.1 The recommendations of the Working Group shall be made to Government, the Carcross/Tagish First Nation and the Participating Yukon First Nations.
- 3.2 In preparing its recommendations, the Working Group shall:
 - 3.2.1 provide for a public consultation process including consultation with affected communities in the Area; and
 - 3.2.2 consider the traditional knowledge and experience of Yukon Indian People in relation to the Water.
- 3.3 Prior to submitting its recommendations, the Working Group shall provide its proposed recommendations, for review and comments, to:
 - 3.3.1 the Renewable Resources Councils having jurisdiction in the Area;
 - 3.3.2 any Regional Land Use Planning Commissions established for the Area;
 - 3.3.3 the Yukon Fish and Wildlife Management Board;
 - 3.3.4 the Salmon Sub-Committee;
 - 3.3.5 the Yukon River Inter-Tribal Watershed Council established among First Nations in Alaska and Yukon; and
 - 3.3.6 the Government of British Columbia.
- 3.4 The Working Group shall make best efforts to deliver its recommendations within 24 months of the date upon which it was first established pursuant to this Agreement or a Final Agreement of a Participating Yukon First Nation.

CROSS REFERENCED CLAUSES: 14.6.2, Chapter 14 Schedule A 1.0

Responsibility	Activities	Timing
Working Group	Prepare a work plan for the development of recommendations pursuant to Chapter 14 Schedule A 2.1, including a public consultation process and consideration of the traditional knowledge and experience of Yukon Indian People in relation to the Water.	As soon as practicable after establishment of the Working Group
Working Group	Provide proposed recommendations to the Recipients.	Prior to submitting recommendations to Government, CTFN and other Participating Yukon First Nations (if applicable)
the Recipients	Review and provide comments.	Within a reasonable period of time as indicated by the Working Group
Working Group	Deliver recommendations to Government, CTFN and other Participating Yukon First Nations (if applicable).	Within 24 months of the date when the original Working Group was established, as provided in the CTFNFA or in the Final Agreement of a Participating Yukon First Nation, or as soon as practicable thereafter

PROJECT: Review and implementation of recommendations of the Yukon River Watershed Management Working Group (the “Working Group”)

RESPONSIBLE PARTY: CTFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 14 Schedule A

- 4.1 Within 90 days of receipt of the recommendations, Government, the Carcross/Tagish First Nation, and any Participating Yukon First Nation shall jointly review the recommendations with a view to reaching consensus as to which, if any, of the recommendations they will each support.
- 4.2 If consensus is not obtained pursuant to 4.1, Government, the Carcross/Tagish First Nation and any Participating Yukon First Nation shall refer the recommendations back to the Working Group for reconsideration with written reasons as to which recommendations they each support or reject.
- 4.3 Within 90 days of a referral for reconsideration, the Working Group shall reconsider its recommendations and make its final recommendations to Government, the Carcross/Tagish First Nation and any Participating Yukon First Nation.
- 4.4 Within 60 days following receipt of the final recommendations, Government, the Carcross/Tagish First Nation and any Participating Yukon First Nation shall advise each other, in writing, which recommendations, if any, they are prepared to support, together with reasons for that decision.
- 5.1 The recommendations supported by Government, the Carcross/Tagish First Nation and the Participating Yukon First Nations may be implemented to the extent possible within program resources which may be available to each of them from time to time.
- 5.3 Government, the Carcross/Tagish First Nation, and the Participating Yukon First Nations, or any of them, may develop mechanisms or enter into agreements to facilitate cooperative implementation of the recommendations which they each support.

CROSS REFERENCED CLAUSES: 14.6.2; Chapter 14 Schedule A 1.0, 5.2, 5.4

Responsibility	Activities	Timing
CTFN, Canada, Yukon, Participating Yukon First Nation(s)	Jointly review recommendations with a view of reaching consensus.	Within 90 days of receipt of recommendations

If no consensus reached pursuant to 4.1:

Responsibility	Activities	Timing
CTFN, Canada, Yukon, Participating Yukon First Nation(s)	Refer the recommendations back to the Working Group for re-consideration with written reasons as to which recommendations they each support or reject.	As required
Working Group	Reconsider its recommendations and make its final recommendations to Government, CTFN and any Participating Yukon First Nation.	Within 90 days of a referral of reconsideration of the recommendations
CTFN, Government, Participating Yukon First Nation(s)	Advise each other, in writing, of recommendations, if any, they are prepared to support, as well as of recommendations which they are not prepared to support. Provide reasons for decision.	Within 60 days following receipt of the final recommendations
CTFN, Government, Participating Yukon First Nation(s)	At discretion and within program resources available to them, implement recommendations which they each support.	
CTFN, Government, or Participating Yukon First Nation(s)	At discretion, develop mechanisms or enter into agreements to facilitate cooperative implementation of recommendations which they each support.	

PROJECT: Review progress of implementation of recommendations of the Yukon River Watershed Management Working Group (the "Working Group")

RESPONSIBLE PARTY: CTFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 14 Schedule A

5.5 Government, the Carcross/Tagish First Nation, and the Participating Yukon First Nations shall meet, within 3 months of the third, sixth and ninth anniversaries of Government's receipt of the recommendations from the Working Group, and thereafter as the parties may agree, to jointly review:

5.5.1 progress of implementation of the supported recommendations;

5.5.2 progress in meeting the objectives of the recommendations as set out in 2.1; and

5.5.3 the recommendations which were not supported by one or more of them and reconsider whether those recommendations could be supported.

6.1 Government, the Carcross/Tagish First Nation and the Participating Yukon First Nations shall make best efforts to encourage the Government of British Columbia to adopt measures similar or compatible with this schedule for the Yukon River watershed within British Columbia.

CROSS REFERENCED CLAUSES: 14.6.2, Chapter 14 Schedule A 1.0, 2.1, 4.4, 5.1, 5.2, 5.3, 5.4

Responsibility	Activities	Timing
Government, CTFN, Participating Yukon First Nation(s)	Communicate with each other, identifying a contact person to work on the organization of the meeting to review and report on issues identified in 5.5 and 6.1.	Within six months of the third, sixth, and ninth anniversaries of Government's receipt of the recommendations from the Working Group
Contact persons identified by Government, CTFN, Participating Yukon First Nation(s)	Prepare for meeting to jointly review and report on issues identified in 5.5 and 6.1.	As required

Responsibility

Activities

Timing

Government,
CTFN,
Participating
Yukon First
Nation(s)

Meet to jointly review and report on issues identified
in 5.5 and 6.1.

Within three months of
the third, sixth and ninth
anniversaries of the
receipt by Government of
the recommendations
from the Working Group,
and thereafter as the
parties may agree

Planning Assumption

1. The communication described in the first activity shall be through the persons nominated pursuant to FAIP 5.1.

PROJECT: Survey of Settlement Land boundaries

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: SLC, Yukon, CTFN, CYI, LTO

OBLIGATIONS ADDRESSED:

- 15.2.1 The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6.
- 15.2.3 Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.
- 15.2.4 The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.
- 15.2.5 The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.
- 15.2.9 Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.

CROSS REFERENCED CLAUSES: 5.3.2, 5.3.3, 15.2.6, 15.2.7, 15.2.8, 15.2.10, 15.3.4 (all), 15.4.2, 15.4.2.1, 15.4.3, 15.7.1, 22.3.4

Responsibility	Activities	Timing
Canada, CTFN	Establish a working group to address the design of the annual survey programs, based on priorities established by the SLCs, with a specific goal of improving access to economic opportunities for CTFN, and the general goal of increasing and improving CTFN involvement in the entire survey process.	After receipt of information from SLC
Canada	Prepare and present a draft of the annual survey programs to CTFN.	Following working group discussions
CTFN	Review and make recommendations on the draft.	Within a reasonable time indicated by Canada
Canada	Design and provide copy of the annual survey programs to Yukon and SLC.	As soon as practicable

Responsibility	Activities	Timing
Canada	Prepare survey instructions consistent with 15.2.1.	As soon as practicable
Canada	Tender survey contracts consistent with 15.7.1 and 22.3.4.	
Canada	Ensure surveys are in accordance with the standards of the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.	
Canada	Notify SLC that boundary requires adjustment to reduce survey cost.	As required
SLC	Review proposal to adjust.	As soon as practicable upon receipt of notice
Canada	Consult with CYI and Yukon in accordance with 15.2.9.	If consent of the SLC is not granted
Canada	Make decision regarding adjustment of the boundary.	If consent of the SLC is granted
Canada	Notify CTFN, SLC, CYI and Yukon of decision.	As appropriate
Canada	Receive survey results from contractor, examine results, and forward results to SLC for review.	Upon completion of survey

Planning Assumptions

1. Natural Resources Canada will assume the lead role for Canada.
2. Unless otherwise agreed by the parties, working group discussions pursuant to 15.2.1 shall take place in Whitehorse.

PROJECT: Use and enjoyment of Settlement Land by Yukon Indian People prior to completion of surveys

RESPONSIBLE PARTY: SLC, Government

PARTICIPANT / LIAISON: Yukon Indian People, CTFN

OBLIGATIONS ADDRESSED:

15.3.6 To the extent practicable, between the Effective Date of each Yukon First Nation Final Agreement and the date of confirmation of a plan of survey of any particular Parcel of Settlement Land or Site Specific Settlement Land, Yukon Indian People shall not be precluded from the interim use and enjoyment of that Parcel by reason only that a plan of survey of that Parcel has not been confirmed.

15.3.7 During the period described in 15.3.6:

15.3.7.1 each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;

15.3.7.2 each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and

15.3.7.3 Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
SLC	Receive request relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian Person. Determine whether it is practicable to give effect to the request and make recommendations to Government.	Upon request by Yukon Indian Person
Government	Take steps as it considers practicable to give effect to a recommendation from the SLC respecting a request for use and enjoyment of Settlement Land.	Upon receipt of recommendation
Government	Inform the SLC, Yukon Indian Person and CTFN of any aspects of the recommendation that could not be given effect and indicate reasons.	As soon as practicable, if Government is unable to give effect to all or a part of the recommendation

PROJECT: Resolving disputes regarding identification and selection of Site Specific Settlement Land and determination of priorities for survey of Settlement Land

RESPONSIBLE PARTY: Canada, SLC, Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

15.3.8 Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0.

15.3.9 Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 15.3.4 (all), 15.3.5 (all), 15.4.5, 26.3.0 (all)

Responsibility	Activities	Timing
Canada, Yukon, SLC or CTFN	If SLC does not reach agreement, at discretion refer dispute regarding identification of site specific settlement parcel (15.3.4.1) to dispute resolution process.	As necessary
Arbitrator	Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or the final position proposed by CTFN.	As required
Canada, Yukon, SLC or CTFN	If SLC does not reach agreement, at discretion, refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution process.	As necessary

Planning Assumption

1. In the case of a disagreement, best efforts will be made to resolve issues prior to a referral to dispute resolution.

PROJECT: Approval of survey plans

RESPONSIBLE PARTY: Canada, CTFN, SLC

PARTICIPANT / LIAISON: Yukon, LTO

OBLIGATIONS ADDRESSED:

15.6.6 Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the Parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.

15.6.7 If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.

15.6.8 After resolution of any disagreement pursuant to 15.6.7, the plan shall be returned directly to the Surveyor General for confirmation.

CROSS REFERENCED CLAUSES: 5.2.3, 5.2.4, 5.5.1, 5.5.1.4, 15.2.4, 15.6.1, 26.3.0 (all)

Responsibility	Activities	Timing
Canada	Review plans with SLC to verify conformity to selections.	As soon as practicable upon completion of surveys
SLC	Review plan and surveyor's report for conformity with original land selection.	Prior to making recommendation to CTFN
SLC	If the plan conforms in the view of the SLC, recommend plan to CTFN and seek written approval of plan from CTFN.	As soon as practicable after review by Canada
CTFN	Review plan to ensure that the parcels depicted conform to the area selected.	As soon as practicable
CTFN	If the plan conforms, accept the recommendation of the SLC and provide written approval to the SLC.	After reviewing the plan

Responsibility

Activities

Timing

If accepted:

Canada	Register the plan in Canada Lands Survey Records.	As soon as practicable
--------	---	------------------------

Canada	Deposit official plan in the LTO and in land registry system established by the CTFN.	Upon confirmation
--------	---	-------------------

If not accepted:

CTFN	Refer the dispute to the dispute resolution process under 26.3.0.	As soon as practicable
------	---	------------------------

Canada	Resurvey if required, in accordance with the Chapter.	As soon as practicable
--------	---	------------------------

Canada	Return the plan to the Surveyor General for confirmation pursuant to 15.6.6.	Upon acceptance of the plan or after any dispute is resolved
--------	--	--

Canada	Register the plan in Canada Lands Survey Records.	As soon as practicable
--------	---	------------------------

Canada	Deposit official plan in the LTO and in land registry system established by the CTFN.	Upon confirmation
--------	---	-------------------

Planning Assumption

1. Natural Resources Canada will assume the lead role for Canada.

PROJECT: Employment and economic opportunities -- Surveying

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Carcross/Tagish First Nation Settlement Land, Government shall include among the factors for consideration, employment of Carcross/Tagish People, and the Carcross/Tagish First Nation and Carcross/Tagish People ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
- 15.7.1.2 The Carcross/Tagish First Nation and Government shall ensure that qualifications and experience requirements for employment of Carcross/Tagish People in the surveying of Carcross/Tagish First Nation Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Carcross/Tagish People.
- 15.7.1.3 Qualified Carcross/Tagish People shall have first priority for employment in the surveying of Carcross/Tagish First Nation Settlement Land on the same terms and conditions that such employment would be offered to any other person with the appropriate qualifications and experience.
- 15.7.1.4 Nothing in 15.7.1.1 shall be construed to mean that the criterion for employment of Carcross/Tagish People, or for the Carcross/Tagish First Nation or Carcross/Tagish People ownership or equity investment shall be the determining criteria in the award of any contract.

CROSS REFERENCED CLAUSES: 15.2.5, 15.7.2, 22.3.1

Responsibility	Activities	Timing
Canada and CTFN	Work together to discuss the development of criteria for evaluating the "First Nation Involvement Proposal" component of contracting proposals which includes among the factors for consideration: <ul style="list-style-type: none"> - employment of Carcross/Tagish People; - Carcross/Tagish People and CTFN ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm. 	Within six months of the Effective Date, or as otherwise agreed by the parties
Canada	Finalize criteria and provide copy of criteria to CTFN.	As soon as practicable
CTFN	At discretion, provide to Canada an updated list of Carcross/Tagish People and CTFN businesses interested in providing services to contractors.	

Responsibility	Activities	Timing
Canada	<p>Develop a Request for Proposal document ensuring that the document includes:</p> <ul style="list-style-type: none"> - a list of Carcross/Tagish People and CTFN businesses interested in providing services to contractors; - a requirement that the bidder include a "First Nations Involvement Proposal" as part of the proposal; - the requirement to give first priority for employment of qualified and experienced Carcross/Tagish People and CTFN businesses; and, - the requirement that the bidder provide documentary proof Carcross/Tagish People and CTFN businesses were given first consideration in the proposal. <p>Provide copy of documents to CTFN.</p>	As required
Canada	Notify CTFN when considering changes to the Request for Proposal document which involve the "First Nation Involvement Proposal" portion of the document and work with CTFN to discuss these changes.	As appropriate
Canada, CTFN	Meet to evaluate the "First Nations Involvement Proposal".	After closing of the tender
Planning group preparing economic development opportunities plan	Set out the agreed upon qualifications and experience appropriate for survey in the economic development opportunities plan prepared pursuant to 22.3.1.	Prior to completion of economic development opportunities plan

Planning Assumptions

1. Natural Resources Canada ("NRCan") will assume the lead role for Canada.
2. NRCan and CTFN have agreed that the committee established to evaluate the "First Nation Involvement Proposal" of competitive proposals, bids or tenders for survey of CTFN Settlement Land will include a representative of the CTFN.
3. The meeting to evaluate the "First Nations Involvement Proposal" of competitive proposals, bids or tenders for survey of CTFN Settlement Land shall take place in Whitehorse.

PROJECT: Administration of survey contracts

RESPONSIBLE PARTY: Canada, CTFN

PARTICIPANT / LIAISON: Yukon Indian People

OBLIGATIONS ADDRESSED:

15.7.2 Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.

CROSS REFERENCED CLAUSES: 15.7.1.1, 22.5.4, 22.5.6, 22.5.8, 22.5.9

Responsibility	Activities	Timing
CTFN, Canada	Develop arrangements and procedures including contacts, time lines, and information requirements to facilitate the administration of survey contracts.	Within 6 months of the Effective Date unless otherwise agreed by the parties
Canada	Prepare contracts for the survey of Settlement Land and include the condition that Yukon Indian People and CTFN businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.	As required
Canada	Include list of CTFN businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of CTFN Settlement Land with all requests for proposals, and require documentary proof that CTFN businesses and Yukon Indian People were given first consideration.	When issuing requests for proposals
Canada	In assessing survey proposals, confirm that the documentary proof forms part of the contractor's proposal. Provide copy of documentary proof to CTFN.	As required

Planning Assumption

1. Natural Resources Canada will assume the lead role for Canada.

PROJECT: Consultation with CTFN prior to imposition of a limitation pursuant to 16.3.3 in Legislation

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN, other affected YFNs

OBLIGATIONS ADDRESSED:

16.3.3 The exercise of rights under this chapter is subject to limitations provided for elsewhere in Settlement Agreements and to limitations provided in Legislation enacted for purposes of Conservation, public health or public safety.

16.3.3.1 Any limitation provided for in Legislation pursuant to 16.3.3 must be consistent with this chapter, reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.

16.3.3.2 Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.

CROSS REFERENCED CLAUSES: 16.3.2, 16.3.9, 16.3.10, 16.5.4, 16.6.9, 16.6.10 (all), 16.7.12.7, 16.7.16

Responsibility	Activities	Timing
Government, CTFN	Provide notice of possible need to impose a limitation pursuant to 16.3.3.1. Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines and any other information required by the parties.	Within reasonable time prior to Consultation
Government	Provide details of the issue and of the proposed limitation pursuant to 16.3.3.1 to CTFN and other affected YFNs.	Following establishment of arrangements and procedures for Consultation
CTFN	Prepare and present views on proposed limitation.	Within a reasonable period of time as set out in the arrangements and procedures
Government	Provide full and fair consideration of views presented.	Before imposing a limitation
Government	Notify CTFN of decision.	After decision made

PROJECT: Representation of the interests of CTFN and other affected YFNs in international negotiations involving Fish and Wildlife management issues

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: CTFN and other affected YFNs

OBLIGATIONS ADDRESSED:

16.3.5 Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.

CROSS REFERENCED CLAUSES: 16.5.4

Responsibility	Activities	Timing
Canada	Notify CTFN and other affected YFNs of Fish and Wildlife management issues in international negotiations. Provide background information on the subject and request input from YFNs with respect to their interests.	Prior to the negotiations or as issues arise
CTFN and other affected YFNs	Provide response for consideration by Canada.	Within time frame established by Canada
Canada	Negotiate the issues, making reasonable efforts to represent the interests of CTFN and other affected YFNs.	As required

Planning Assumption

1. Canada, where practicable, will liaise with a number of public fish and wildlife management structures, depending on the subject matter, including: Renewable Resources Councils, Fish and Wildlife Management Board, Salmon-Sub Committee, Wildlife Management Advisory Council (North Slope), Porcupine Caribou Management Board, the Southern Lakes Wildlife Coordinating Committee and others.

PROJECT: Amendments to the Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act (formerly known as the Game Export Act)

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: Yukon, CTFN

OBLIGATIONS ADDRESSED:

16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.

16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.

CROSS REFERENCED CLAUSES: 16.7.16

Responsibility	Activities	Timing
Canada	Forward copy of <u>Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act</u> ("WAPPRIITA") and regulations to YFNs and Yukon.	As soon as practicable
Canada, Yukon, CTFN	Review WAPPRIITA and regulations to determine if they comply with requirements of 16.3.7.	After receipt of WAPPRIITA and regulations
Canada	Consult with CTFN and Yukon for the purpose of determining whether further amendments are required.	
Canada	If further amendments are needed, make best efforts to amend legislation pursuant to 16.3.7.	As soon as practicable

Planning Assumption

1. The Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act, R.S.C. 1992, c.52 was assented to by Parliament on December 17, 1992 and was proclaimed with regulations on May 14, 1996. This Act repeals the Game Export Act R.S.C. 1985, c. G-1 and allows the Governor in Council to make regulations under section 21 with respect to circumstances in which persons may be exempted from holding permits and on a number of other issues.

PROJECT: Coordinated Fish and Wildlife population management in and outside of National Parks

RESPONSIBLE PARTY: Canada, Yukon, CTFN, FWMB, CTRRC

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 16.3.14.1 The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.

CROSS REFERENCED CLAUSES: 16.3.14, 16.3.15

Responsibility	Activities	Timing
Canada, Yukon, CTFN, FWMB, CTRRC, responsible agencies	Discuss appropriate protocol for coordination of the management of Fish and Wildlife populations which cross the boundary of a National Park.	As soon as practicable after the establishment of a National Park in or adjacent to the Traditional Territory of CTFN

PROJECT: Provision of proof in relation to Harvesting opportunity

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Canada, Yukon

OBLIGATIONS ADDRESSED:

16.4.7 A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nation's Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.

CROSS REFERENCED CLAUSES: 16.4.2 (all), 16.4.8, 16.4.9, 16.4.12, 16.4.13, 16.4.14, 16.4.15, 16.4.16, 16.4.17, 16.4.20, 16.4.22, 16.5.1, 16.5.1.1; Chapter 10 Schedule A 9.1, Chapter 10 Schedule B 4.1, Chapter 10 Schedule C 9.1, Chapter 10 Schedule D 9.1

Responsibility	Activities	Timing
CTFN	Provide proof to each CTFN citizen with respect to their enrollment in the CTFNFA.	As soon as practicable
	Provide Canada and Yukon with a sample of the proof of enrollment.	As soon as practicable after the proof of enrollment document is developed
CTFN	Provide proof to each Yukon Indian Person who has been given consent under 16.4.2 or has been allocated a Basic Needs Level allocation.	As required upon consent or allocation of a Basic Needs Level harvesting opportunity
CTFN	Provide Canada and Yukon with a sample of the proof provided.	As soon as practicable after the proof of Harvesting opportunity document/form is developed

PROJECT: Consultation with CTFN before taking action on Fish and Wildlife matters affecting CTFN management responsibilities or exercise of Harvesting rights

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

16.5.4 Government shall Consult with a Yukon First Nation prior to taking action on Fish or Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

CROSS REFERENCED CLAUSES: 16.3.3.2, 16.5.1 (all)

Responsibility	Activities	Timing
Government	Notify and provide details to CTFN of proposed action on a Fish and Wildlife matter which may affect CTFN.	As required
CTFN	Prepare and present views to Government regarding proposed action.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented. Inform CTFN of action to be taken.	Prior to action being taken

PROJECT: Nomination of alternate members to the Carcross/Tagish Renewable Resources Council

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.6.2.1 The Carcross/Tagish First Nation and the Minister may each nominate one additional member as an alternate member to the Council.

CROSS REFERENCED CLAUSES: 2.11.8, 2.12.2.3, 2.12.2.4, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.2.2, 16.6.2.3, 16.6.4 (all)

Responsibility	Activities	Timing
CTFN and/or Yukon	At discretion, nominate an additional member to CTRRC as an alternate, in accordance with the requirements of 16.6.4 (all).	As necessary
Yukon	Appoint alternate members to CTRRC.	After nominations have been received

PROJECT: Nominations to the Carcross/Tagish Renewable Resources Council

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 16.6.4.3 Prior to any appointments being made to the Council, the Minister and the Carcross/Tagish First Nation shall make reasonable attempts to reach a consensus as to the individuals which each party nominates to the Council.
- 16.6.4.4 In attempting to reach consensus under 16.6.4.3, the Minister and the Carcross/Tagish First Nation shall consider:
- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Carcross/Tagish First Nation;
 - (b) any prospective nominee's familiarity with renewable resource issues and, in particular, with the harvesting of renewable resources;
 - (c) the compatibility of proposed nominees; and
 - (d) any other matters to which the Minister and the Carcross/Tagish First Nation agree.
- 16.6.4.5 If after having made the reasonable attempts required by 16.6.4.3, the Minister and the Carcross/Tagish First Nation are unable to reach a consensus, either party may give written notice to the other setting out the names of the proposed nominees which it intends to designate to the Council and 14 days thereafter may so designate those proposed nominees.

CROSS REFERENCED CLAUSES: 2.11.8, 2.12.2.3, 2.12.2.4, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.4.1, 16.6.4.2, 16.6.2 (all)

Responsibility	Activities	Timing
CTFN, Yukon	Make reasonable efforts to reach a consensus as to each party's nominees to the CTRRC.	When making nominations to the CTRRC
CTFN, Yukon	If consensus is reached, nominate those individuals.	As necessary
CTFN or Yukon	If no consensus reached, at discretion, give written notice to the other party identifying the individuals, which it intends to designate to the CTRRC.	As necessary
CTFN or Yukon	At discretion, designate named individuals.	At least 14 days after notice provided

PROJECT: Amendment of Wildlife Act

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN, Renewable Resources Councils ("RRCs"), FWMB

OBLIGATIONS ADDRESSED:

16.6.13 The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c. 178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178 pursuant to 16.6.10.6.

CROSS REFERENCED CLAUSES: 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3; 16.5.4, 16.6.10.6, 16.7.16, 16.11.1

Responsibility	Activities	Timing
Yukon	Send details of proposed amendment to CTFN and FWMB.	As soon as practicable
CTFN, FWMB	Review request, prepare and present views regarding proposed amendment.	Within a reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented and draft amendment.	Prior to introducing amendment to Yukon Legislative Assembly
Yukon	Introduce amendment to Yukon Legislative Assembly. Send approved Legislation to CTFN, FWMB and RRCs.	Following approval of legislation

PROJECT: Provision of research results/information to Carcross/Tagish Renewable Resources Council

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

16.6.15 Government shall provide Councils with the results of research under 16.6.10.11.

16.6.17 Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

CROSS REFERENCED CLAUSES: 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.10.11

Responsibility	Activities	Timing
Government	Provide results of research under 16.6.10.11 to CTRRC.	As soon as practicable after Government receives research information
Government, CTFN	Provide CTRRC with information in their possession reasonably required for the CTRRC to carry out its functions under this chapter.	Upon request by CTRRC

PROJECT: Recommendation to Minister on allocation, in amount and area, of Salmon to users

RESPONSIBLE PARTY: SSC

PARTICIPANT / LIAISON: CTFN, other affected YFNs, Canada

OBLIGATIONS ADDRESSED:

16.7.17.12 Without restricting 16.7.17.11, the Sub-Committee:

- (f) after Consultation with affected Yukon First Nations, shall make recommendations to the Minister on allocation, in amount and by area, of Salmon to users, in accordance with this chapter; and

CROSS REFERENCED CLAUSES: 16.7.17.11, 16.8.0 (all), 16.10.5; Chapter 16 Schedule A

Responsibility	Activities	Timing
SSC	Identify need to vary allocation, in amount and by area, of Salmon to users, and notify CTFN and other affected YFNs and Canada. Provide any relevant information.	As necessary
CTFN and other affected YFNs	Review proposal and prepare and present views.	Within a reasonable time
SSC	Provide full and fair consideration to input received.	As required
SSC	Make recommendations to the Minister on allocation, in amount and by area, of Salmon to users.	As soon as practicable
SSC	Notify CTFN and other affected YFNs of outcome of recommendations.	As soon as practicable

Planning Assumption

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Allocation of Total Allowable Harvest (TAH) for moose

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

- 16.9.1.3 In the event that a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of Carcross/Tagish First Nation, Government shall allocate to the Carcross/Tagish First Nation either:
- (a) a portion of the Total Allowable Harvest determined in accordance with Schedule C - Allocation of Total Allowable Harvest for Moose, attached to this chapter; or
 - (b) the number of moose required to satisfy the Subsistence needs of Carcross/Tagish People,
- whichever is less.
- 16.9.1.5 If Government proposes, after Consultation with the Carcross/Tagish First Nation and the Council, to allocate a portion of a Total Allowable Harvest for moose or woodland caribou in accordance with 16.9.1.3(b) or 16.9.1.4(b), the following shall apply:
- (a) the Carcross/Tagish First Nation shall provide to Government and the Council its assessment of the number of moose or woodland caribou required to satisfy the Subsistence needs of Carcross/Tagish People;
 - (b) if Government disagrees with the assessment of the Carcross/Tagish First Nation pursuant to (a), Government and the Carcross/ Tagish First Nation shall attempt to agree upon the number of moose or woodland caribou required to satisfy the Subsistence needs of Carcross/Tagish People, failing which either Government or the Carcross/Tagish First Nation may refer the matter to the dispute resolution process under 26.3.0;
 - (c) the following matters shall be included in determining the Subsistence needs of Carcross/Tagish People for the purposes of 16.9.1.5:
 - (i) the health and nutritional needs of Carcross/Tagish People;
 - (ii) recent and current harvests of the species by Carcross/Tagish People;
 - (iii) the harvest patterns of Carcross/Tagish People and changes to those patterns;
 - (iv) current personal consumption estimates of the species by Carcross/Tagish People; and

- (v) such other factors as agreed upon by Government and the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1.3; 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2 (all), Chapter 16 Schedule C 1.1, 1.2; 0 26.3.0 (all)

Responsibility	Activities	Timing
Yukon	If establishing a TAH for moose according to 16.9.1.3, notify CTFN of the need to assess the Subsistence needs of Carcross/Tagish People.	As required
CTFN	Assess Subsistence needs, taking into account 19.9.1.5(c), and provide information on the Subsistence needs of Carcross/Tagish People to the Minister and the CTRRC.	Within reasonable time after notification of need to assess Subsistence needs
CTFN, Yukon	If Minister disagrees with the assessment by CTFN of its Subsistence needs, attempt to agree on the Subsistence needs of the Carcross/Tagish People, taking into account 16.9.1.5(c).	As necessary
CTFN or Yukon	If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.	As necessary
Yukon	After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to CTFN the portion of the TAH determined in accordance with Schedule C - Allocation of Total Allowable Harvest for Moose, or the number required to meet the Subsistence needs, whichever is less.	As necessary

PROJECT: Allocation of Total Allowable Harvest (TAH) for woodland caribou

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

16.9.1.4 In the event that a Total Allowable Harvest is established for woodland caribou for all or part of the Traditional Territory of Carcross/Tagish First Nation, Government shall allocate to the Carcross/Tagish First Nation either:

- (a) 75% of the Total Allowable Harvest; or
- (b) the number of woodland caribou required to satisfy the Subsistence needs of Carcross/Tagish People,

whichever is less.

16.9.1.5 If Government proposes, after Consultation with the Carcross/Tagish First Nation and the Council, to allocate a portion of a Total Allowable Harvest for moose or woodland caribou in accordance with 16.9.1.3(b) or 16.9.1.4(b), the following shall apply:

- (a) the Carcross/Tagish First Nation shall provide to Government and the Council its assessment of the number of moose or woodland caribou required to satisfy the Subsistence needs of Carcross/Tagish People;
- (b) if Government disagrees with the assessment of the Carcross/Tagish First Nation pursuant to (a), Government and the Carcross/ Tagish First Nation shall attempt to agree upon the number of moose or woodland caribou required to satisfy the Subsistence needs of Carcross/Tagish People, failing which either Government or the Carcross/Tagish First Nation may refer the matter to the dispute resolution process under 26.3.0;
- (c) the following matters shall be included in determining the Subsistence needs of Carcross/Tagish People for the purposes of 16.9.1.5:
 - (i) the health and nutritional needs of Carcross/Tagish People;
 - (ii) recent and current harvests of the species by Carcross/Tagish People;
 - (iii) the harvest patterns of Carcross/Tagish People and changes to those patterns;
 - (iv) current personal consumption estimates of the species by Carcross/Tagish People; and
 - (v) such other factors as agreed upon by Government and the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1.3; 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2 (all), 26.3.0 (all)

Responsibility	Activities	Timing
Yukon	If establishing a TAH for woodland caribou according to 16.9.1.4, notify CTFN of the need to assess the Subsistence needs of Carcross/Tagish People.	As required
CTFN	Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Carcross/Tagish People to the Minister and the CTRRC.	Within reasonable time after notification of need to assess Subsistence needs
CTFN, Yukon	If Minister disagrees with the assessment by CTFN of its Subsistence needs, attempt to agree on the Subsistence needs of Carcross/Tagish People, taking into account 16.9.1.5(c).	As necessary
CTFN or Yukon	If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.	As necessary
Yukon	After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to CTFN either 75% of the TAH for caribou, or the number required to meet the Subsistence needs, whichever is less.	As necessary

PROJECT: Harvest reallocation upon request of CTFN under 16.9.3

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: Other YFNs

OBLIGATIONS ADDRESSED:

16.9.3 Where, in any year:

16.9.3.1 the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and

16.9.3.2 the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife,

Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.

CROSS REFERENCED CLAUSES: 16.9.1, 16.9.13

Responsibility	Activities	Timing
CTFN	At discretion, request that Yukon allocate some of CTFN harvest allocation to another YFN in accordance with 16.9.3.	As necessary
Yukon	Alter allocation as requested.	As soon as practicable
Yukon	Inform affected YFNs.	As soon as practicable

PROJECT: Special Harvesting rights for Freshwater Fish for Carcross/Tagish People and other users (Yukon Indian People)

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: none identified

OBLIGATIONS ADDRESSED:

16.9.10 Yukon First Nation Final Agreements may provide for special Harvesting rights for Yukon Indian People for Freshwater Fish. The purpose of the special Harvesting rights shall be to maintain the priority for Yukon Indian People's food fish needs over other uses.

16.9.10.1 The special Harvesting rights for the Carcross/Tagish People for Freshwater Fish for food are as follows:

- (a) Government shall ensure that the use of Freshwater Fish for food by the Carcross/Tagish People receives primary consideration in the allocation of Freshwater Fish resources.
- (b) Government shall take into account the special importance to Carcross/Tagish People of:
 - Snafu Lake
 - Tarfu Lake
 - Little Atlin Lake
 - Tagish Lake
 - Nares Lake
 - Bennett Lake

in the allocation of Freshwater Fish between Carcross/Tagish People and other users. This list may be changed by amendment to this Agreement once the overlapping claims, rights, titles and interests of other Yukon First Nations within the Traditional Territory of Carcross/Tagish First Nation are resolved pursuant to 2.9.3.1.

16.9.10.2 Government and the Carcross/Tagish First Nation shall, as soon as practical after the Effective Date of this Agreement, and at least every five years thereafter, jointly review the use of Freshwater Fish for food by the Carcross/Tagish People and whether harvest demand and allocation priorities are being met, taking into account the following matters:

- (a) the Carcross/Tagish First Nation's assessment of the food Freshwater Fish use and harvest demand of the Carcross/Tagish People;
- (b) the harvest patterns of Carcross/Tagish People and changes to those patterns in respect of Freshwater Fish;

- (c) analysis of the current population and health of Freshwater Fish in the Traditional Territory of Carcross/Tagish First Nation;
- (d) information regarding the matters set out in 16.9.6; and
- (e) any other available relevant information.

- 16.9.10.4 If, as a result of the review referred to in 16.9.10.2, Government and the Carcross/Tagish First Nation determine that the harvest demand for food Freshwater Fish by the Carcross/Tagish First Nation and allocation priorities are not being met, Government and the Carcross/Tagish First Nation shall attempt to agree on how best to meet them.
- 16.9.10.5 If the Carcross/Tagish First Nation and Government are unable to reach agreement under 16.9.10.4, either the Carcross/Tagish First Nation or Government may refer the matter to the dispute resolution process under 26.4.0.
- 16.9.10.6 If the Carcross/Tagish First Nation and Government are unable to reach agreement following dispute resolution referred to in 16.9.10.5, the Minister shall forward his decision to the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: 16.9.10.3

Responsibility	Activities	Timing
Yukon	Notify CTFN of need to make allocation of Freshwater Fish for referenced lakes.	As required
CTFN	Provide information on Freshwater Fish needs of Carcross/Tagish People to Yukon.	Within reasonable period of time indicated by Yukon
Yukon	Give primary consideration to needs of Carcross/Tagish People.	When making decision regarding allocation
CTFN, Yukon	Jointly review the use of Freshwater Fish for food by the Carcross/Tagish People and whether harvest demand and allocation priorities are being met, taking into account the matters identified in 16.9.10.2.	As soon as practical after the Effective Date, and at least every five years thereafter

If the review referred to in 16.9.10.2, determines that the harvest demand for food Freshwater Fish by the CTFN and allocation priorities are not being met:

CTFN and Yukon	Attempt to agree on how best to meet allocation priorities .	As necessary
----------------	--	--------------

If the Carcross/Tagish First Nation and Yukon are unable to reach agreement under 16.9.10.4:

Responsibility	Activities	Timing
CTFN or Yukon	Refer the matter to the dispute resolution process under 26.4.0.	As necessary

If the Carcross/Tagish First Nation and Yukon are unable to reach agreement following dispute resolution referred to in 16.9.10.5:

Minister	Forward decision with respect to allocation priorities to CTFN.	As necessary
----------	---	--------------

PROJECT: Negotiation of Basic Needs Level

RESPONSIBLE PARTY: CTFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.9.13 Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.

CROSS REFERENCED CLAUSES: 16.5.1, 16.5.1.4, 16.5.1.5, 16.9.15, 16.10.3

Responsibility	Activities	Timing
CTFN, Government	Contact other parties with a request to negotiate a Basic Needs Level.	At request of any party
CTFN, Government	Respond to request for negotiations.	Within a reasonable time of the request
CTFN, Government	If parties agree, enter negotiations.	As necessary

PROJECT: Endeavouring to rehabilitate wildlife populations

RESPONSIBLE PARTY: Government, CTFN, FWMB and CTRRC

PARTICIPANT / LIAISON: Southern Lakes Wildlife Coordinating Committee “SLWCC”

OBLIGATIONS ADDRESSED:

16.9.16 In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.

CROSS REFERENCED CLAUSES: 16.1.1, 16.1.1.1, 27.4.1; Chapter 16 Schedule E 5.2 (all)

Responsibility	Activities	Timing
Government, CTFN, FWMB, CTRRC, SLWCC	When a Total Allowable Harvest is less than a Basic Needs Level or adjusted Basic Needs Level, exchange information and cooperatively identify options for rehabilitating the population. Develop a plan.	As necessary
Government, CTFN, FWMB, CTRRC, SLWCC	Endeavour to rehabilitate the affected population in accordance with the plan.	As required

Planning Assumptions

1. The initial discussions will identify time lines, budgetary and other resources required and each party's participation in the development of the plan.
2. The plan will identify each party's participation in the process of rehabilitating the population.

PROJECT: Exploring ways to improve distribution of edible meat to Yukon Indian People which is a by-product of the harvest

RESPONSIBLE PARTY: Government, YFNs

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

16.9.17 Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.

CROSS REFERENCED CLAUSES: 16.5.1.8, 16.8.0 (all)

Responsibility	Activities	Timing
CTFN, Government	Develop and review options for improving distribution of edible meat which is a by-product of the harvest to Yukon Indian People.	At request of the CTFN
CTFN, Government	If the parties agree on methods, identify and implement the necessary procedures.	As necessary

Planning Assumptions

1. It is the Parties' understanding that CTFN will take responsibility for initiating these activities. CTFN will initiate these activities at their discretion.
2. Government and CTFN may refer this issue to the CTRRC for its input.

PROJECT: Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 3.9.2, 3.9.3, and 3.9.4

RESPONSIBLE PARTY: Canada and CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:

- 16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
- 16.10.3.2 the Harvesting patterns of other residents of the Yukon;
- 16.10.3.3 changing patterns of consumption;
- 16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
- 16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
- 16.10.3.6 such other factors as the parties may agree.

Chapter 16 Schedule A

- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.
- 3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

CROSS REFERENCED CLAUSES: 16.10.4; Chapter 16 Schedule A 2.1, 3.2, 3.6.2, 3.9.1; 26.4.0; CTFNFA Plan Activity Sheet Chapter 16 Schedule A 4.1

Responsibility	Activities	Timing
CTFN	Request negotiations with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 to balance better the changes over time in population of CTFN.	Within 3 months of the release of the results of the Study
Canada, CTFN	Negotiate with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 taking into consideration the recommendations of the contractor and the factors described in 16.10.3.	As soon as practicable after CTFN request
<u>If, after one year following the request to negotiate, the parties have not reached an agreement:</u>		
CTFN or Canada	At discretion, refer any outstanding matters to the dispute resolution process under 26.4.0.	Within a further 30 days of one year following the request to negotiate
<u>If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution:</u>		
Canada	Set basic needs allocation for CTFN as set out in 3.9.1.	As necessary

Planning Assumption

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Variation of basic needs allocation for Salmon among YFNs

RESPONSIBLE PARTY: YFNs (as defined in Chapter 16 Schedule A), Canada

PARTICIPANT / LIAISON: SSC

OBLIGATIONS ADDRESSED:

16.10.5 The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.

CROSS REFERENCED CLAUSES: 16.7.17.11, 16.7.17.12(f); Chapter 16 Schedule A

Responsibility	Activities	Timing
YFNs, or Canada	Identify need to vary allocation among affected YFNs; notify other parties and SSC.	As necessary, or upon receipt of recommendation of SSC
Affected YFNs and Canada	Attempt to reach agreement on a variation to the allocation.	As soon as practicable
Affected YFNs and Canada	If agreement is reached, confirm agreement in writing and implement new allocation.	As necessary
Affected YFNs and Canada	Notify SSC of new allocation.	As soon as practical

Planning Assumptions

1. The parties may seek the recommendations of the SSC to assist in determining the new allocation.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Priority of YFNs' basic needs allocation

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: SSC, YFNs

OBLIGATIONS ADDRESSED:

16.10.8 Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allowable Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Canada	Ensure the basic needs allocation for any drainage basin shall have priority over all other fisheries.	After the effective date of Settlement Legislation
Canada	Seek agreement of affected YFNs to alter allocation.	As required
Affected YFNs	Review proposal and notify Canada of decision.	Upon receipt of proposal
Canada	Alter allocation.	If all affected YFNs agree

Planning Assumptions

1. Canada shall work with the SSC and YFNs to determine how the priority of the YFNs' total basic needs allocation for the drainage basin is to be given effect.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Distribution of Total Allowable Catch when Total Allowable Catch falls below YFNs' basic needs allocation for the Yukon River Drainage Basin

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: SSC and affected YFNs

OBLIGATIONS ADDRESSED:

16.10.9 Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.

16.10.13 Where:

16.10.13.1 a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season; or

16.10.13.2 subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,

Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic needs allocation.

CROSS REFERENCED CLAUSES: 16.10.8

Responsibility	Activities	Timing
Canada	If the Total Allowable Catch is less than what is required to satisfy the basic needs allocation, distribute the available Total Allowable Catch among the affected YFNs on a pro rata basis proportional to their share of the total basic needs allocation.	As required once the drainage basin basic needs allocation is established
Canada	If conditions identified in 16.10.13 occur, make necessary increases to each affected YFN's annual allocation in order that after a period of no more than six years each YFN's average annual basic needs allocation is met.	Over a period of the next 6 years

Planning Assumptions

1. The Department of Fisheries and Oceans ("DFO") will assume the lead role for Canada.
2. Where inaccurate pre-season or in-season Total Allowable Catch determinations result in an inability to meet the basic needs allocation for the drainage basin and other commercial and sport fisheries have harvested Salmon, Government will subsequently adjust the affected YFN's annual basic needs allocations. The intention would be to provide for that adjustment within the Total Allowable Catch established for the following year if it is reasonable to do so.
3. Where the in-season Total Allowable Catch is less than what is required to satisfy the basic needs allocation of a YFN pursuant to 16.10.9 in any one year for any other reason than those described in 16.10.13, no adjustment of that YFN's basic needs allocation will be made.
4. Government will make best efforts to refer these issues to the SSC for their consideration and input prior to making a determination pursuant to this clause.
5. A temporary reduction or cancellation of commercial or other fisheries may be required in order to allow Government to allocate the necessary additional fish to the YFN's basic needs allocation fishery.
6. Precise determinations of spawning escapement cannot be made with existing DFO management practices, therefore, determinations pursuant to 16.10.13.1 may be difficult to assess. In recognition of this difficulty, and consistent with clause 16.10.8, every effort will be made in the setting and allocation of the annual Total Allowable Catch to meet the requirements of the YFN's basic needs allocations for the drainage basin before allocating Salmon to other users.

PROJECT: Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN

RESPONSIBLE PARTY: SSC

PARTICIPANT / LIAISON: Affected YFNs, Canada

OBLIGATIONS ADDRESSED:

16.10.14 Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub-Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.

CROSS REFERENCED CLAUSES: 16.8.9

Responsibility	Activities	Timing
SSC	In cooperation with affected YFNs, identify situation in which Harvesting in excess of basic needs allocation by a downstream YFN may have resulted in the failure of an upstream YFN to meet its basic needs allocation.	As required after basic needs allocations are established for the drainage basin in question
SSC	In cooperation with affected YFNs, review available information.	As soon as practicable
SSC	Reallocate a portion of the downstream YFN's allocation to the upstream YFN if appropriate.	As required
SSC	Notify affected YFNs and implement decision, subject to 16.8.9.	As required

Planning Assumptions

1. The Department of Fisheries and Oceans ("DFO") will assume the lead role for Canada.
2. Canada will provide the technical information and support available to it in order to assist the SSC in making a determination pursuant to this clause.
3. Management information currently available to the DFO may not, in all cases, be adequate to determine conclusively that the over-harvesting by a downstream YFN resulted in the unavailability of sufficient salmon for an upstream YFN to meet its basic needs allocation.

PROJECT: Additional commercial Salmon fishing licences

RESPONSIBLE PARTY: Canada, Yukon First Nations of the Yukon River Drainage Basin (the "Affected YFNs")

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 16.10.15 In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.
- 16.10.16 The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.
- 16.10.16.1 Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.
- 16.10.16.2 Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.
- 16.10.17 The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.

CROSS REFERENCED CLAUSES: 16.7.17.12, 16.7.17.12 (e), 16.10.20

Responsibility	Activities	Timing
Affected YFNs	Determine how licences will be allocated and notify Canada.	As soon as practicable
Canada	Issue licences without fee according to allocation determined by the YFNs.	Upon receipt of notification
Affected YFNs	Inform Canada of any licence transfers agreed to by YFNs.	Upon transfer

Planning Assumptions

- Pursuant to 16.7.17.12 (e), the SSC may make recommendations to Canada on related new opportunities and proposed management measures for the commercial uses of Salmon.

2. The eight (8) licences to be issued pursuant to 16.10.15 represents 26 percent of the thirty (30) Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on May 28, 1993 the day immediately preceding the date of ratification of the Umbrella Final Agreement.
3. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Allocation of traplines

RESPONSIBLE PARTY: Yukon, CTFN, CTRRC

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 16.11.3.4 The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.
- 16.11.10 The Council shall regularly review the use of traplines and make recommendations to the Minister and Yukon First Nations on the assignment and reassignment of all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with 16.6.10.6 and 16.6.10.7, as follows:
 - 16.11.10.1 new and vacant traplines shall be assigned with regard to criteria established by the Council and, to the extent possible, in accordance with 16.11.3;
 - 16.11.10.2 additional criteria for the allocation of Category 1 Traplines may be established by a Yukon First Nation;
 - 16.11.10.6 for Category 1 Traplines, the final allocation authority shall rest with the Yukon First Nation;
 - 16.11.10.7 for Category 2 Traplines, the final allocation authority shall rest with the Minister;

CROSS REFERENCED CLAUSES: 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.10.6, 16.6.10.7, 16.8.0 (all), 16.11.2 (all), 16.11.3 (all), 16.11.10.3, 16.11.10.5, 16.11.10.8

Responsibility	Activities	Timing
CTRRC	Establish trapline allocation criteria in accordance with 16.6.10.6 and 16.6.10.7 and additional criteria for transition process to reach trapline allocation goal of 16.11.3. Inform CTFN and Yukon of criteria.	As soon as practicable
CTFN	At discretion, establish additional criteria for the allocation of Category 1 Traplines. Inform Yukon and CTRRC of criteria.	As practicable

Responsibility	Activities	Timing
CTRRC	Make recommendations to Minister and/or CTFN on assignment and reassignment of new, vacant and under-utilized traplines.	After receiving recommendations
Minister	At discretion, assign or reassign Category 2 Traplines.	After receiving recommendations
CTFN	At discretion, assign or reassign Category 1 Traplines.	After receiving recommendations
CTFN, Minister	Notify CTRRC of decisions regarding assignment of new, vacant or under-utilized traplines.	After decision made
CTFN, Yukon, CTRRC	Update respective trapline registers in accordance with 16.11.10.5.	After decision made and notification given

PROJECT: Process by which additional traplines may be designated as Category 1 Traplines

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Registered holder, CTRRC, Yukon

OBLIGATIONS ADDRESSED:

16.11.8 A trapline shall be designated Category 1 only with the written consent of the registered holder of that trapline.

16.11.9 Where less than 70 percent of the traplines within a Yukon First Nation's Traditional Territory are designated as Category 1 pursuant to 16.11.7, that Yukon First Nation's Final Agreement shall set out the process by which additional traplines may be designated as Category 1 Traplines.

16.11.9.1 The process required by 16.11.9 is that the Carcross/Tagish First Nation shall provide Government with proof of the consent required by 16.11.8 and shall provide Government and the Council with notice that it has designated the trapline to be a Category 1 Trapline.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.3, 6.0; 16.11.3.5, 16.11.5.1, 16.11.6, 16.11.7, 16.11.7.1, 16.11.10.5, Chapter 16 Schedule B 1.1

Responsibility	Activities	Timing
CTFN	Request written consent of registered holder of trapline to designate trapline as Category 1.	As required
Registered holder of trapline	Grant or deny consent.	At discretion
CTFN	Provide to Yukon proof of consent in accordance with 16.11.8, and provide to Yukon and the CTRRC notice that trapline has been designated as Category 1.	As soon as practicable after trapline designated

PROJECT: Trade and redesignation of Category 1 and 2 Traplines

RESPONSIBLE PARTY: Minister, CTFN, CTRRC

PARTICIPANT / LIAISON: The trappers concerned in a trade of traplines (the "Affected Trappers")

OBLIGATIONS ADDRESSED:

16.11.10.4 upon mutual agreement between the trappers concerned, and with the approval of the Council, the Yukon First Nation and the Minister, a trade may be arranged between Category 1 and Category 2 Traplines, with consequent re-designation of the status of the traplines;

CROSS REFERENCED CLAUSES: 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3, 6.1 (all); 16.11.6, 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.5, 16.11.10.6, 16.11.10.7, 16.11.10.8, 26.4.0 (all)

Responsibility	Activities	Timing
CTFN, Minister or CTRRC	Upon mutual agreement reached between Affected Trappers on trade of Category 1 Trapline for Category 2 Trapline, notify other parties of proposed trade of Category 1 Trapline for Category 2 Trapline. Provide details.	As soon as practicable after being advised by Affected Trappers
CTFN, Minister, CTRRC	Review proposed trapline trade, and approve or deny proposal.	Within reasonable time after receiving proposal
CTFN, Yukon, CTRRC	If approved, redesignate traplines in accordance with approved trade.	As soon as practicable
CTFN, Yukon, CTRRC	Update respective trapline registers in accordance with 16.11.10.5.	As soon as practicable

PROJECT: Maintenance of register of Category 1 and 2 Traplines

RESPONSIBLE PARTY: Yukon , CTFN, CTRRC

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.11.10.5 the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines.

CROSS REFERENCED CLAUSES: 2.9.3, Chapter 2 Schedule B 4.1, 4.1.3, 6.1 (all); 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.4, 16.11.10.6, 16.11.10.7, 16.11.10.8

Responsibility	Activities	Timing
Yukon	Revise Yukon's trapline concession register to distinguish between Category 1 and Category 2 Traplines.	Before or as soon as practicable following Effective Date
CTFN	Establish register of Category 1 Traplines.	As soon as practicable
Yukon	Notify CTRRC and CTFN of Yukon's register and provide copies.	As soon as practicable after establishment of register
CTFN	Notify CTRRC and Yukon of CTFN 's register and provide copies.	As soon as practicable after establishment of register
CTRRC	Establish register of Category 1 and Category 2 Traplines.	As soon as practicable after receipt of copies of Yukon's and CTFN's registers
CTFN	Notify Yukon and CTRRC if trapline concession holders have consented to their traplines being designated as Category 1 Traplines.	Ongoing
CTFN, Yukon, CTRRC	Maintain respective trapline registers.	Ongoing

PROJECT: Establish a compensation policy for Yukon Indian trappers

RESPONSIBLE PARTY: Canada, Yukon

PARTICIPANT / LIAISON: CTFN, CTRRC

OBLIGATIONS ADDRESSED:

- 16.11.13 Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.

CROSS REFERENCED CLAUSES: 16.11.13.1

Responsibility	Activities	Timing
Yukon, Canada	Develop proposal for compensation process.	As soon as practicable
Yukon, Canada	Provide proposed compensation process to CTFN and CTRRC for review and comments.	
CTFN, CTRRC	Review proposed compensation process and provide comments to Government.	
Yukon, Canada	Review and consider comments received and finalize compensation process.	
Yukon, Canada	Notify CTFN, CTRRC and trappers of compensation process.	

PROJECT: Provision of trapper training programs

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: YFNs, Renewable Resources Councils (the "RRCs")

OBLIGATIONS ADDRESSED:

16.13.2 The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.

CROSS REFERENCED CLAUSES: 28.8.3, 28.9.1, 28.9.2

Responsibility	Activities	Timing
Yukon, YFNs, RRCs	Each assess existing trapper training programs and determine whether and to what extent they encourage effective involvement of trappers in the management and development of traplines.	As soon as practicable
Yukon, YFNs or RRCs	At discretion, suggest changes to the content or delivery of existing trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.	As necessary
Yukon, YFNs, RRCs	In collaboration, redesign the content or delivery of trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.	Within reasonable time after need for change identified
Yukon	Provide trapper training for Yukon Indian People as required.	Until February 14, 2005, unless otherwise decided

Planning Assumptions

1. The trapper training program presently delivered by Yukon will serve as the starting point for the trapper training program required by 16.13.2.
2. In designing trapper training programs, the parties will consider the financial circumstances of Yukon Indian People.

PROJECT: Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 4.1

RESPONSIBLE PARTY: Canada and CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule A

- 4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

CROSS REFERENCED CLAUSES: 16.10.3, 16.10.4, Chapter 16 Schedule A 2.1, 3.2, 3.9.2

NOTE: The time period provided for a Yukon First Nation to request negotiations for a basic needs allocation for Salmon in accordance with Chapter 16 Schedule A 4.1 has expired.

PROJECT: Southern Lakes Caribou Herd (the “Herd”) Conservation Measures

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule B

3.2 The Yukon shall adopt Conservation measures in the Area including a restriction on Harvesting of the Herd by third parties, until, in Consultation with the Carcross/Tagish First Nation, it is determined that the Subsistence needs of the Carcross/Tagish People are met with respect to the Herd. In the event the Yukon and the Carcross/Tagish First Nation cannot reach agreement on the Subsistence needs of the Carcross/Tagish First Nation with respect to the Herd, either party may refer the matter to mediation under 26.4.0.

3.2.1 For greater certainty nothing in this Schedule:

(a) affects the priorities for the Subsistence needs of the Carcross/Tagish First Nation; or

(b) replaces the Total Allowable Harvest provisions set out in 16.9.1.3.

CROSS REFERENCED CLAUSES: 16.9.1.1, 16.9.1.4, 16.3.3; Chapter 16 Schedule B 2.1, 3.1, 3.3; 26.4.1 (all), 26.4.2

Responsibility	Activities	Timing
Yukon	Adopt Conservation measures in the Area including a restriction on Harvesting of the Herd by third Parties.	As soon as practicable after Effective Date
<u>In making a determination of the Subsistence needs of Carcross/Tagish People:</u>		
Yukon	Notify CTFN of Yukon’s desire to determine the Subsistence needs of Carcross/Tagish People with respect to the Herd. Provide details with respect to factors and methodology proposed to be used in the determination.	After Effective Date and before consideration is given to removing Conservation measures with respect to the Herd
CTFN	Prepare and present views to Yukon regarding the factors and methodology proposed.	Within a reasonable period of time indicated by Yukon
Yukon	Provide full and fair consideration of views presented by CTFN.	Within a reasonable period of time after receiving CTFN views

Responsibility	Activities	Timing
Yukon	Notify CTFN of factors and methodology to be used when determining the Subsistence needs of Carcross/Tagish People with respect to the Herd.	Within reasonable period after determining the factors and methodology to be used.

If agreement is not reached on the factors and methodology of determining Subsistence needs of Carcross/Tagish People with respect to the Herd:

CTFN or Yukon	At discretion, refer the matter to mediation under 26.4.0.	As necessary
---------------	--	--------------

When intending to withdraw any or all of the Conservation measures in the Area:

Yukon	Notify CTFN of intent to withdraw any or all Conservation measures with respect to the Herd.	Prior to making determination to withdraw any or all Conservation measures with respect to the Herd in the Area
CTFN	Prepare and present views to Yukon regarding the withdrawal of Conservation measures with respect to the Herd.	Within a reasonable period of time indicated by Yukon
Yukon	Provide full and fair consideration of views presented by CTFN.	Within a reasonable period of time after receiving CTFN views
Yukon	Notify CTFN of decision regarding the withdrawal of any or all Conservation measures with respect to the Herd.	Within reasonable period after making the decision and prior to the withdrawal of any or all Conservation measures with respect to the Herd

If agreement is not reached on the withdrawal of any or all of the Conservation measures with respect to the Herd:

CTFN or Yukon	At discretion, refer the matter to mediation under 26.4.0.	As necessary
---------------	--	--------------

If matters regarding the withdrawal of any or all of the Conservation measures with respect to the Herd are not resolved through mediation under 26.4.0:

Yukon	At discretion, limit Harvest of the Herd for Conservation, public health of public safety pursuant to 16.9.1.1.	As necessary
-------	---	--------------

PROJECT: Cooperation and coordination of land and resource management activities with respect to the Southern Lakes Caribou Herd (the “Herd”)

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule B

- 3.3 The parties shall cooperate to coordinate their respective land and resource management activities in a manner that identifies and protects critical habitat of the Herd through available mechanisms in this Agreement and through other existing regulatory processes.

CROSS REFERENCED CLAUSES: Chapter 16 Schedule B 2.1, 3.1, 3.2, 3.4, 3.5

Responsibility	Activities	Timing
CTFN, Yukon	Discuss and implement respective land and resource management activities with respect to the Herd through available mechanisms in this Agreement and through other existing regulatory processes.	As required

PROJECT: Encouragement of British Columbia (“BC”) to adopt Conservation measures with respect to the Southern Lakes Caribou Herd (the “Herd”)

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: BC

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule B

- 3.5 Government and the Carcross/Tagish First Nation shall make best efforts to encourage the Province of British Columbia to adopt measures similar or compatible with this Schedule for the Herd within its range in British Columbia.

CROSS REFERENCED CLAUSES: Chapter 16 Schedule B (all)

Responsibility	Activities	Timing
CTFN, Yukon	Meet to discuss and develop strategy to encourage BC to adopt measures similar or compatible with this schedule.	As practicable
CTFN, Yukon	Implement strategy as developed.	As practicable

PROJECT: Establishment and term of the Southern Lakes Wildlife Coordinating Committee (the "SLWCC")

RESPONSIBLE PARTY: CTFN, Yukon, Canada,
Kwanlin Dun First Nation ("KDFN"),
Ta'an Kwach'an Council ("TKC"),
Taku River Tlingit Council ("TRTC"),
Champagne and Aishihik First Nations ("CAFN"),
Teslin Tlingit Council ("TTC"), and
British Columbia ("BC")

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule E

- 3.1 A Southern Lakes Wildlife Coordinating Committee (hereinafter the "Coordinating Committee") shall be established as soon as practicable after the Effective Date.
- 4.1 The Coordinating Committee shall be comprised of no less than three and no more than nine members of whom one member each shall be designated by Canada and the Yukon and at least one member shall be designated by either the Kwanlin Dun First Nation or the Carcross/Tagish First Nation. Members of the Coordinating Committee for the First Nations and British Columbia shall be designated as follows:
 - 4.1.1 Subject to 4.1.4, Government shall request the Kwanlin Dun First Nation and the Carcross/Tagish First Nation to each designate one member;
 - 4.1.2 Government shall invite the Ta'an Kwach'an Council, the Taku River Tlingit Council, the Champagne and Aishihik First Nations, the Teslin Tlingit Council and British Columbia to each designate one member;
 - 4.1.3 If any of the bodies requested or invited by Government to designate a member pursuant to 4.1.1 or 4.1.2 declines to designate a member within 90 days of being requested or invited by Government to do so, the Coordinating Committee shall be established without a designate from that body and may proceed without their participation;
 - 4.1.4 If the Coordinating Committee is established prior to either the Kwanlin Dun First Nation Final Agreement or the Carcross/Tagish First Nation Final Agreement coming into effect and the predecessor Band of that First Nation does not designate a member under 4.1.1 within 90 days of receiving the request to do so, that First Nation may, within 90 days of the Effective Date of their Final Agreement designate one member to the Coordinating Committee.
- 6.1 The mandate of the Coordinating Committee shall expire three years from the establishment of the Coordinating Committee unless otherwise agreed by Yukon, Canada, the Carcross/Tagish First Nation and the Kwanlin Dun First Nation, provided that each First Nation has designated a member on the Coordinating Committee.

CROSS REFERENCED CLAUSES: Chapter 16 Schedule E 2.1(all), 4.3, 4.4, 4.5, 4.6

Responsibility	Activities	Timing
Yukon	Request CTFN, KDFN to each designate a member to the SLWCC.	As soon as practicable after the Effective Date
Yukon, Canada	Each designate a member to the SLWCC, and notify each other and CTFN and KDFN of their designate.	As soon as practicable after the Effective Date
CTFN and KDFN	At discretion, each designate one member to the SLWCC and notify the other First Nation, Yukon and Canada of their designate.	Within 90 days of being requested by Yukon
Yukon	Invite TKC, TRTC, CAFN, TTC and BC to each designate one member to the SLWCC.	As soon as practicable after Effective Date
TKC, TRTC, CAFN, TTC and BC	At discretion, each designate one member to the SLWCC, and notify each other and CTFN, KDFN, Yukon and Canada of their designate.	Within 90 days of being invited by Yukon
<u>If the SLWCC is established prior to either the KDFN Final Agreement or the CTFN Final Agreement coming into effect and the predecessor Band of that First Nation does not designate a member under 4.1.1 within 90 days of receiving the request to do so:</u>		
CTFN	At discretion, designate one additional member to the SLWCC.	Within 90 days of the Effective Date of their Final Agreement

Planning Assumption:

1. The SLWCC can not operate without a member designated by Canada and a member designated by the Yukon, and at least one member designated by either CTFN or KDFN.

PROJECT: Recommendations of the Southern Lakes Wildlife Coordinating Committee (the “SLWCC”)

RESPONSIBLE PARTY: SLWCC

PARTICIPANT / LIAISON: CTFN, Yukon, Canada, FWMB
Kwanlin Dun First Nation (“KDFN”),
Ta’an Kwach’an Council (“TKC”),
Taku River Tlingit Council (“TRTC”),
Champagne and Aishihik First Nations (“CAFN”),
Teslin Tlingit Council (“TTC”),
British Columbia (“BC”),
Renewable Resources Councils within the Southern Lakes Area
(the “RRCs within the Southern Lakes Area”), and
the Regional Land Use Planning Commission in the Southern
Lakes Area (the “RLUPC”)

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule E

- 5.1 The Coordinating Committee shall consider and may make recommendations to the Yukon, Canada, British Columbia and the First Nations on any matters affecting caribou, moose, sheep and other Wildlife populations and their Habitats in the Southern Lakes Area, including recommendations concerning legislation, policies, programs and measures respecting:
 - 5.1.1 the co-ordination of the land and resource management activities of the First Nations;
 - 5.1.2 recovery, Conservation and management plans;
 - 5.1.3 harvest management;
 - 5.1.4 the need for, and the review of Wildlife management and research proposals and other management and research proposals as may relate to the objectives of the Committee;
 - 5.1.5 actions necessary to achieve the objectives described in any Wildlife management plans applicable in the Southern Lakes Area having similar objectives to those set out in 2.0;
 - 5.1.6 specific projects, plans, and activities that may impede, delay, or disrupt movements, affect behavioural patterns or reduce productivity of caribou, moose, sheep and other Wildlife populations, or affect Habitat; and
 - 5.1.7 the identification of sensitive Habitat requiring special protection and the means for protecting that Habitat.
- 5.5 The Coordinating Committee may provide advice to and seek input from Renewable Resources Councils within the Southern Lakes Area, the Fish and Wildlife Management Board, the Regional Land Use Planning Commission in the Southern Lakes Area, and

other appropriate boards and government agencies on land use planning, land use activities and land management practices throughout the Southern Lakes Area.

- 5.6 In carrying out its work, the Coordinating Committee shall provide for public input, which may include public meetings to receive input and to report on its findings and recommendations.

CROSS REFERENCED CLAUSES: Chapter 16 Schedule E 5.2 (all), 5.3, 5.4, 6.1

Responsibility	Activities	Timing
SLWCC	Consider matters affecting caribou, moose, sheep and other Wildlife populations and their Habitats in the Southern Lakes Area, and, at discretion, make recommendations to CTFN, KDFN, TKC, TRTC, CAFN, TTC, Yukon, Canada and BC concerning legislation, policies, programs and measures respecting matters identified in Chapter 16 Schedule E 5.1.	As required
SLWCC	In carrying out its work, provide for public input pursuant to Chapter 16 Schedule E 5.5.	As necessary
SLWCC	At discretion, provide advice to and seek input from the RRCs within the Southern Lakes Area, the RLUPC, the FWMB, and other appropriate boards and government agencies on land use planning, land use activities and land management practices throughout the Southern Lakes Area.	As necessary

PROJECT: Regional Wildlife Assessment

RESPONSIBLE PARTY: SLWCC

PARTICIPANT / LIAISON: CTFN, Yukon, Canada, FWMB
Kwanlin Dun First Nation ("KDFN"),
Ta'an Kwach'an Council ("TKC"),
Taku River Tlingit Council ("TRTC"),
Champagne and Aishihik First Nations ("CAFN"),
Teslin Tlingit Council ("TTC"),
British Columbia ("BC"),
Renewable Resources Councils within the Southern Lakes Area
(the "RRCs within the Southern Lakes Area") , and
the Regional Land Use Planning Commission in the Southern
Lakes Area (the "RLUPC")

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule E

- 5.2 The Coordinating Committee shall endeavour to complete and submit to the Yukon, Canada, the First Nations and British Columbia a Regional Wildlife Assessment within 24 months of the establishment of the Coordinating Committee which shall take into account existing information and data in relation to the following:
- 5.2.1 the subsistence food needs of the First Nations;
 - 5.2.2 Wildlife harvest levels of all user groups in the Southern Lakes Area;
 - 5.2.3 Wildlife harvest patterns of all user groups in the Southern Lakes Area and changes to those patterns;
 - 5.2.4 the existing regulatory framework, programs, plans and policies pertaining to Wildlife in the Southern Lakes Area;
 - 5.2.5 any previous studies of Wildlife in the Southern Lakes Area;
 - 5.2.6 the relevant knowledge and experience of the First Nations, residents of the Southern Lakes Area, and the scientific communities in relation to Wildlife in the Southern Lakes Area;
 - 5.2.7 the present state of Wildlife populations and Habitat in the Southern Lakes Area; and
 - 5.2.8 any other available relevant information.
- 5.4 The Coordinating Committee shall provide information collected by it for the Regional Wildlife Assessment to Renewable Resources Councils within the Southern Lakes Area and to the Wildlife Management Board to assist in future Fish and Wildlife management.
- 5.5 The Coordinating Committee may provide advice to and seek input from Renewable Resources Councils within the Southern Lakes Area, the Fish and Wildlife Management Board, the Regional Land Use Planning Commission in the Southern Lakes Area, and

other appropriate boards and government agencies on land use planning, land use activities and land management practices throughout the Southern Lakes Area.

- 5.6 In carrying out its work, the Coordinating Committee shall provide for public input, which may include public meetings to receive input and to report on its findings and recommendations.

CROSS REFERENCED CLAUSES: Chapter 16 Schedule E 5.3, 6.1

Responsibility	Activities	Timing
SLWCC	Endeavour to complete and submit to CTFN, KDFN, TKC, TRTC, CAFN, TTC, Yukon, Canada and BC a Regional Wildlife Assessment taking into account matters identified in Chapter 16 Schedule E 5.2.	Within 24 months of the establishment of the SLWCC, unless the mandate of the SLWCC is altered pursuant to Chapter 16 Schedule E 6.1
SLWCC	In carrying out its work, provide for public input pursuant to Chapter 16 Schedule E 5.5.	As necessary
SLWCC	Provide information collected by it for the Regional Wildlife Assessment to the RRCs within the Southern Lakes Area and to the FWMB.	As required
SLWCC	At discretion, provide advice to and seek input from the RRCs within the Southern Lakes Area, the RLUPC, the FWMB, and other appropriate boards and government agencies on land use planning, land use activities and land management practices throughout the Southern Lakes Area.	As necessary

PROJECT: Consultation on Forest Resources policies and Legislation

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTRRC, and other affected Renewable Resources Councils (the "RRCs")

OBLIGATIONS ADDRESSED:

17.2.2 The Minister shall Consult with the affected Renewable Resources Councils:

17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and

17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.

CROSS REFERENCED CLAUSES: 2.11.8, 17.4.3

Responsibility	Activities	Timing
Yukon	Notify CTRRC and other affected RRCs of new policy and/or legislative initiative and provide details.	Prior to establishment of a new policy or recommendation of Legislation to Parliament or Legislative Assembly
CTRRC and other affected RRCs	Prepare and present views.	Within reasonable time indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	Prior to establishment of a new policy or recommendation of Legislation to Parliament or Legislative Assembly
Yukon	Notify CTFN of outcome.	

PROJECT: Non-commercial harvest of Trees on Crown Lands

RESPONSIBLE PARTY: CTFN and Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

17.3.1 Subject to this chapter:

17.3.1.2 each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes; and

17.3.3 For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

CROSS REFERENCED CLAUSES: 17.2.2 (all), 17.3.2, 17.3.4 (all), 17.3.6 (all)

Responsibility	Activities	Timing
<u>If permit required by Legislation:</u>		
CTFN	Apply to Yukon for necessary permit/licence.	As required by Legislation
Yukon	Issue permit/licence in accordance with applicable Legislation and subject to restrictions listed in 17.3.4, waiving any fee that might otherwise apply.	Upon application
CTFN	Notify Yukon of Trees harvested up to a limit of 500 cubic metres.	As required by permit or upon request by Yukon
<u>If no permit is required:</u>		
CTFN	Notify Yukon of Trees harvested up to a limit of 500 cubic metres.	Annually, or as requested by Yukon

PROJECT: Preparation of Forest Resources Management plans in the Traditional Territory of CTFN

RESPONSIBLE PARTY: Minister, CTFN

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

- 17.5.1 The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.
- 17.5.2 A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.
- 17.5.4 The timing for the development of Forest Resources Management plans for each Yukon First Nation's Traditional Territory shall be addressed in Yukon First Nation Final Agreements.
 - 17.5.4.1 The Minister, in Consultation with the Carcross/Tagish First Nation and the Carcross/Tagish Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of Carcross/Tagish First Nation.
 - 17.5.4.2 The Minister, in Consultation with the Carcross/Tagish First Nation, shall determine the need for and the timing of the preparation of any inventory of Trees on Crown Land in the Traditional Territory of Carcross/Tagish First Nation and the Minister and the Carcross/Tagish First Nation shall agree on the order in which areas shall be inventoried, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0.
 - 17.5.4.3 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of Carcross/Tagish First Nation, it shall Consult with the Carcross/Tagish First Nation to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information on land held by the Carcross/Tagish First Nation.
- 17.5.7 The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.
- 17.5.8 If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1, 4.1.4; 17.4.1 (all), 17.4.2 (all), 17.5.3, 17.5.5 (all), 17.5.6 (all), 17.6.1, 17.6.2, 17.7.2, 17.7.3

Responsibility	Activities	Timing
Minister, CTFN	Work collaboratively to identify areas of priority for the development of Forest Resources Management plans.	As soon as practicable
Minister, CTFN	At discretion, request recommendations from the CTRRC on the areas of priority for the development of Forest Resources Management plans.	As necessary
CTRRC	Provide recommendations.	Within reasonable time indicated by Minister
Minister, CTFN	Review recommendations of CTRRC, and identify areas of priority for the development of Forest Resources Management plans and notify CTRRC of outcome.	After receipt of recommendations
Minister, CTFN	In Consultation with each other, determine the need for any inventory of Trees in the Traditional Territory of CTFN.	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with their respective assessments
Minister, CTFN	In Consultation with each other, agree on the order in which any inventory of trees on Crown Land in the Traditional Territory of CTFN will be prepared.	As necessary
CTFN	Determine the order in which any inventory of Trees on CTFN Settlement Land will be prepared.	Concurrent with the agreement on the order of inventory on Crown Land in the Traditional Territory of CTFN

If no agreement is reached:

Minister or CTFN	Refer matter to dispute resolution process under 26.3.0.	As necessary
Minister	In Consultation with CTFN, determine the timing for the preparation of any inventory of Trees on Crown Land in the Traditional Territory of CTFN.	As necessary

Responsibility	Activities	Timing
Minister	At discretion, prepare management inventory of Trees on Crown Land in the Traditional Territory of CTFN.	Following Consultation and in accordance with 17.5.4.2, in advance of the preparation of a Forest Resources Management plan
Minister	In Consultation with CTFN, determine CTFN participation in inventory work on Crown Land in the Traditional Territory of CTFN on a cost sharing basis in order to obtain similar information on land held by the CTFN.	As necessary
Minister	In Consultation with CTFN and the CTRRC, determine the timing of Forest Resources Management plans in the Traditional Territory of CTFN taking into consideration the need for integrated Forest Resources Management plans.	As necessary
Minister	In cooperation with CTFN, develop Forest Resources Management plans on Non-Settlement Land.	As necessary
CTFN	In cooperation with Yukon, develop Forest Resources Management plans on CTFN Settlement Land.	As necessary

Planning Assumptions

1. Forest inventories and Forest Resources Management plans will be undertaken in a manner consistent with CTFN and Yukon policies in place from time to time.
2. Yukon and CTFN may request additional recommendations from the Carcross/Tagish Renewable Resources Council on other issues.
3. It is understood that on this activity sheet, the process associated with "Consultation" is to be performed as follows:
 - a) the first party will notify and provide relevant details of the matter to the other party(ies);
 - b) the other party(ies) will prepare and present their views within reasonable time indicated by the first party;
 - c) the first party will provide full and fair consideration of views presented prior to determining outcome; and
 - d) the first party will inform the other party(ies) of the outcome prior to taking action.

PROJECT: Establishment of the order in which Forest Resources Management plans are to be developed

RESPONSIBLE PARTY: Minister, YFNs

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

17.5.3 After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.

CROSS REFERENCED CLAUSES: 2.11.8, 17.4.1.2

Responsibility	Activities	Timing
Minister	Notify YFNs of intention to establish order for the development of Forest Resources Management plans and provide details.	As soon as practicable
YFNs	Prepare and present views.	Within reasonable time established by Minister
Minister	Provide full and fair consideration of views presented.	Prior to establishing order
Minister	Establish order for development of plans.	After Consultation
Minister	To revise order, repeat listed activities.	Prior to amending order

Planning Assumptions

1. Yukon will arrange for a meeting of all fourteen YFNs to Consult regarding the establishment of the order for Forest Resources Management plans.
2. Relevant information and proposals will be forwarded to the YFNs within a reasonable time in advance of the meeting.
3. The parties may include the CTRRC where appropriate.

PROJECT: Work related to an inventory of Trees on Crown Land in the Traditional Territory of CTFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

17.5.4.4 The Minister shall provide to the Carcross/Tagish First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of Carcross/Tagish First Nation on the same cost recovery basis as such results would be provided to any other Person.

CROSS REFERENCED CLAUSES: 2.11.8, 17.5.1

Responsibility	Activities	Timing
Yukon	Provide to CTFN a list of results of any inventory of Trees completed on Crown Land in the Traditional Territory of CTFN.	As soon as practicable
CTFN	At discretion, request results of any inventory of Trees completed on Crown Land in the Traditional Territory of CTFN.	
Yukon	Provide to CTFN results of any inventory of Trees completed on Crown Land in the Traditional Territory of CTFN on the same cost recovery basis as such results would be provided to any other Person.	As soon as practicable following request

PROJECT: Use of pesticides or herbicides by CTFN on Settlement Land

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Yukon

OBLIGATIONS ADDRESSED:

17.7.1 Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.

CROSS REFERENCED CLAUSES: 2.11.8, 17.5.2, 17.7.3, 17.7.4, 17.7.5

Responsibility	Activities	Timing
CTFN	Notify Yukon that use of herbicide(s) or pesticide(s) on Settlement Land is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered, and any other relevant information.	Prior to application of herbicide(s) or pesticide(s)
Yukon	Prepare and present views.	Within reasonable time indicated by CTFN
CTFN	Provide full and fair consideration of views presented.	Prior to application
CTFN	Notify Yukon of action taken.	As soon as practicable

PROJECT: Use of pesticides or herbicides by Yukon on Crown Lands within the Traditional Territory of CTFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

17.7.2 Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.

CROSS REFERENCED CLAUSES: 2.11.8, 17.5.2, 17.7.4, 17.7.5

Responsibility	Activities	Timing
Yukon	Notify CTFN that use of herbicide(s) or pesticide(s) on Crown Lands within Traditional Territory is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered and any other relevant information.	Prior to application of herbicide(s) or pesticide(s)
CTFN	Prepare and present views.	Within reasonable time indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	Prior to application
Yukon	Notify CTFN of action taken.	As soon as practicable

PROJECT: Actions taken to control pest or disease problems on Settlement Land

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

17.7.3 Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.

CROSS REFERENCED CLAUSES: 17.5.1, 17.5.2, 17.5.5 (all), 17.5.6 (all), 17.7.1, 17.7.4, 17.7.5

Responsibility	Activities	Timing
CTFN or Yukon	Notify other party that a pest or disease affects Forest Resources on Settlement Land and provide details.	As necessary
CTFN, Yukon	Discuss possible actions to control the problem.	Prior to taking action
CTFN, Yukon	Take such action as they may agree to control the problem.	As required

PROJECT: Consultation on forest fire fighting priorities

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN, CTRRC

OBLIGATIONS ADDRESSED:

17.8.2 Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that Yukon First Nation's Settlement Land and on adjacent Non-Settlement Land.

CROSS REFERENCED CLAUSES: 17.4.1.5, 17.4.4, 17.8.3

Responsibility	Activities	Timing
Yukon	Notify CTFN of existing general priorities for forest fire fighting on Settlement Land and adjacent Non-Settlement Land and provide any relevant information.	Prior to March 31 in the year following the Effective Date
CTFN	Prepare and present views.	Within a reasonable time
Yukon	Provide full and fair consideration of views presented.	Prior to amending priorities
Yukon	Set general priorities for CTFN Settlement Land and for adjacent Non-Settlement Land. Notify CTFN of outcome.	After Consultation
CTFN, Yukon	At the request of CTFN, revisit Yukon's general priorities for forest fire fighting.	As required

Planning Assumptions

1. The general forest fire fighting priorities of CTFN may change over time; upon request of CTFN, Yukon will consider amending general priorities to reflect the wishes of CTFN.
2. Yukon will explore various options available for the interested parties to work collaboratively on the establishment of priorities for fighting forest fires.
3. The parties will involve the CTRRC as appropriate.

PROJECT: Forest fire fighting on Settlement Land

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

17.8.3 For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:

17.8.3.1 in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and

17.8.3.2 within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.

17.8.4 Government may take any action it considers necessary on Settlement Land for control or extinguishment of forest fires. Where practicable, Government shall give notice to the affected Yukon First Nation prior to taking such action.

17.8.5 No later than four years after the Effective Date of this Agreement, Government and the Carcross/Tagish First Nation shall commence discussions to confirm their respective roles for fighting forest fires on Settlement Land following the five year period specified in 17.8.3.

CROSS REFERENCED CLAUSES: 17.8.1, 17.8.2, 17.8.6, 17.14.2.11

Responsibility	Activities	Timing
Yukon	Fight forest fires on CTFN Settlement Land in accordance with Yukon policy from time to time and the financial resources available from time to time in respect of fighting forest fires on Crown Land in the Yukon.	From Effective Date to 5 years following Effective Date
Yukon	Where practicable, provide notice to CTFN prior to taking action for the control or extinguishment of forest fires on Settlement Land.	From Effective Date to 5 years following Effective Date
Yukon, CTFN	If necessary, commence discussions to confirm their respective roles for fighting forest fires on Settlement Land following five years after the Effective Date.	Four years following the Effective Date

Planning Assumption

1. Canada has transferred its responsibilities and resources for forest fire management to Yukon pursuant to the Devolution Transfer Agreement. Unless specific arrangements are made in respect of fire fighting in the Mines and Minerals Administration, Forest and Land Management PSTA (the “MMAFLM PSTA”) entered into between CTFN, Yukon and Canada, the Devolution Transfer Agreement (the “DTA”) provides for Yukon to continue to fight forest fires on Settlement Land following the expiry of the 5 year period referred to in 17.8.3, in accordance with its policies, practices and financial resources available. Under the MMAFLM PSTA, Yukon shall continue to fight forest fires on CTFN Settlement Land following the five-year period referred to in 17.8.3, pursuant to the terms of the MMAFLM PSTA. The third activity above would only be undertaken if neither the DTA nor the MMAFLM PSTA provided for forest fire fighting on CTFN Settlement Land after the five year period identified in 17.8.3.

PROJECT: Access to Settlement Land -- Holders of commercial timber permits

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Permit holder, Surface Rights Board

OBLIGATIONS ADDRESSED:

17.10.2 The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.

CROSS REFERENCED CLAUSES: 17.10.1, 17.10.5, 17.13.1

Responsibility	Activities	Timing
CTFN	Review application for access from a holder of a commercial timber permit. Determine whether access will be granted.	Upon application and prior to access
CTFN	Notify applicant of decision in writing.	Within a reasonable time
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

Planning Assumptions

1. In reviewing the application and determining whether access will be granted, CTFN may propose alternate routes.

PROJECT: Access to Settlement Land -- Holders of timber harvesting agreements

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Surface Rights Board, agreement holder

OBLIGATIONS ADDRESSED:

17.10.4 The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.

CROSS REFERENCED CLAUSES: 17.10.3, 17.10.5, 17.13.1

Responsibility	Activities	Timing
CTFN	Review application for access from the holder of a timber harvesting agreement. Determine whether access will be granted.	Upon receipt of application and prior to access
CTFN	Notify applicant of decision in writing.	Within a reasonable time
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

Planning Assumptions

1. In reviewing the application and determining whether access will be granted, CTFN may propose alternate routes.

PROJECT: Notice of public tender for Forest Resources Management or forest protection within the Traditional Territory of CTFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

17.14.1 Yukon shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.

CROSS REFERENCED CLAUSES: 22.5.10, 22.6.6

Responsibility	Activities	Timing
Yukon, CTFN	Develop contracting arrangements and procedures that will include contacts, time lines, and information requirements.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	Consistent with the arrangements and procedures, provide written notice to CTFN of any public tenders for Forest Resources Management or forest protection within the Traditional Territory of CTFN.	As contracts are tendered

PROJECT: Contracts associated with Forest Resources Management and silviculture within the Traditional Territory of CTFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 17.14.2.2 Government shall provide written notice to the Carcross/Tagish First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of Carcross/Tagish First Nation.
- 17.14.2.3 Government shall include the Carcross/Tagish First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of Carcross/Tagish First Nation.
- 17.14.2.4 The Carcross/Tagish First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with silviculture within the Traditional Territory of Carcross/Tagish First Nation upon the same terms and conditions as would be offered to others.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.1, 17.14.2.1, 17.14.2.5, 17.14.2.6, 17.14.2.7

Responsibility	Activities	Timing
CTFN, Yukon	Develop contracting arrangements and procedures including contacts, time lines, and information requirements.	Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	Consistent with the arrangements and procedures, notify CTFN of any public or invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of CTFN being offered by Yukon.	As contracts are offered
Yukon	Consistent with the arrangements and procedures, provide CTFN with the first opportunity to accept any contract associated with silviculture within the Traditional Territory of CTFN offered by Yukon other than by public or invitational tender.	As contracts are offered
CTFN	Consistent with the arrangements and procedures, provide response to Yukon whether to accept or reject offer or whether CTFN will submit a proposal.	Within time lines specified in arrangements and procedures

Planning Assumption

1. Yukon retains ultimate responsibility for contracting associated with silviculture.

PROJECT: Criteria for silviculture contracts within the Traditional Territory of CTFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

- 17.14.2.8 Government shall include a criterion for employment of Carcross/Tagish People or the engagement of Carcross/Tagish Firms in any contract opportunities associated with silviculture in the Traditional Territory of Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.2.9

Responsibility	Activities	Timing
Yukon, CTFN	Jointly develop criteria for employment of Carcross/Tagish People and the engagement of Carcross/Tagish Firms and identify the specifics as to how the criteria will be included into the contracting process.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	Include a criterion for employment of Carcross/Tagish People or the engagement of Carcross/Tagish Firms in any silviculture contract opportunities in the Traditional Territory of CTFN.	As contract opportunities are identified

Planning Assumption

1. Yukon retains ultimate responsibility for contracting associated with silviculture.

PROJECT: Hiring of Carcross/Tagish People to manage forest fires

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

17.14.2.10 Where Government requires Extra Forest Fire Personnel within the Traditional Territory of Carcross/Tagish First Nation it shall, where practicable, hire Carcross/Tagish People.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.2.11

Responsibility	Activities	Timing
Yukon, CTFN	Develop arrangements for CTFN to provide Extra Forest Fire Personnel to manage forest fires in the Traditional Territory of CTFN. These arrangements will include required contacts and time lines.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
CTFN	Develop and maintain list of Carcross/Tagish People available to manage forest fires. This will also list qualifications.	Ongoing
Yukon	Notify CTFN of requirement to hire Extra Forest Fire Personnel in accordance with arrangements developed.	As necessary
CTFN	Notify Yukon of available Carcross/Tagish People in accordance with the arrangements developed.	As necessary

PROJECT: Identification of economic and employment opportunities associated with managing forest fires in the Traditional Territory of CTFN

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Carcross/Tagish First Nation with a view to identifying economic and employment opportunities for Carcross/Tagish People associated with forest fire management activities in the Traditional Territory of Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.4; 17.8.3

Responsibility	Activities	Timing
Yukon, CTFN	Develop arrangements and procedures for Consultation identifying contacts, time lines, and any other information required by CTFN and Yukon.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	Notify CTFN and provide information in accordance with arrangements and procedures.	In accordance with the time lines set out in the arrangements and procedures
CTFN	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures
Yukon	Provide full and fair consideration of the views presented by CTFN. Identify economic and employment opportunities for Carcross/Tagish People associated with forest fire management. Provide outcome to CTFN.	In accordance with time lines set out in arrangements and procedures

PROJECT: Conflicts between exercise of Mineral Right and exercise of Specified Substances Right

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Surface Rights Board, holder of a Mineral Right

OBLIGATIONS ADDRESSED:

18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.

CROSS REFERENCED CLAUSES: 18.1.1, 18.1.3 (all), 18.1.4

Responsibility	Activities	Timing
CTFN or holder of a Mineral Right	Contact other party and attempt to resolve dispute over conflicting exercise of rights.	When a conflict arises over exercise of identified rights
<u>If agreement is not reached:</u>		
CTFN or holder of a Mineral Right	At discretion, refer dispute to Surface Rights Board.	As necessary
CTFN and holder of a Mineral Right	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

PROJECT: Location of alternative Quarries by Government on Non-Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

18.2.4 Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.

CROSS REFERENCED CLAUSES: 18.2.6, 18.2.6.3, 18.2.6.4, 18.2.7

Responsibility	Activities	Timing
Government	Consider whether the use of any existing Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to CTFN.	As soon as practicable or upon the request of CTFN
CTFN	If CTFN has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to CTFN's inquiry, provide additional information.	As soon as practicable following the request
Government	Where reasonable and practical to do so, eliminate use of existing Quarries on Settlement Land.	As soon as practicable
Government	Communicate results to CTFN.	Following elimination of the use of a Quarry

If all existing Quarries on Settlement Land have not been eliminated following the initial analysis:

Government	Consider whether the use of any remaining Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to CTFN.	From time to time, upon the request of CTFN
CTFN	If CTFN has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided

Responsibility	Activities	Timing
Government	In response to CTFN's inquiry, provide additional information.	As soon as practicable following the request
Government	Communicate results to CTFN.	Following elimination of the use of a Quarry

Planning Assumption

1. Government shall notify CTFN prior to undertaking new projects or activities that may affect the use of existing Quarries on Settlement Land.

PROJECT: Yukon use and restoration of specified Quarries on Settlement Land

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN, Surface Rights Board

OBLIGATIONS ADDRESSED:

18.2.6 Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:

18.2.6.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;

18.2.6.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;

18.2.6.3 on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and

18.2.6.4 where a dispute arises over the use or restoration of a Quarry by Government, either Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

CROSS REFERENCED CLAUSES: 18.2.2, 18.2.5 (all), 18.2.10

Responsibility	Activities	Timing
Yukon	Use Quarry and associated specified substances in accordance with commonly accepted land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land.	As required for public purposes
Yukon	Notify CTFN of intention to abandon use of Quarry.	Prior to ending use
CTFN	Review notice and determine if site restoration is appropriate.	Upon receipt of notice

Responsibility	Activities	Timing
CTFN	Notify Yukon of decision regarding need for site restoration.	As soon as practicable
Yukon	If required by CTFN, restore Quarry in accordance with 18.2.6.3.	As appropriate
<u>If dispute arises over use or restoration of Quarry by Yukon:</u>		
Yukon or CTFN	At discretion, refer any dispute to Surface Rights Board.	Within a reasonable period of time
Yukon or CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

PROJECT: Government use of other Quarries on Settlement Land

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

18.2.7 Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.

18.2.8 If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

18.2.9 When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.

CROSS REFERENCED CLAUSES: 18.2.2, 18.2.4, 18.2.5 (all), 18.2.10

Responsibility	Activities	Timing
Government	Notify CTFN that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land.	As necessary
Government and CTFN	Attempt to reach agreement on need to use Quarry and on appropriate terms and conditions for Government use.	Within 30 days of notification by Government
Government	Establish and work Quarry according to terms and conditions agreed upon.	If agreement is reached with CTFN within 30 days
	OR	
Government	Abandon proposal to use Quarry on Settlement Land.	If no agreement reached with CTFN within 30 days
	OR	
Government or CTFN	Refer dispute to the Surface Rights Board.	If no agreement reached with CTFN within 30 days

Responsibility

Activities

Timing

Government or
CTFN

If an application is made to the Surface Rights Board,
prepare for and respond to the application.

In accordance with
Surface Rights Board
rules

Planning Assumption

1. The terms and conditions agreed upon between CTFN and Government pursuant to 18.2.7 may include requirements for restoration of the Quarry.

PROJECT: Government use of Construction Materials from a Quarry on Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

18.2.10 Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.

CROSS REFERENCED CLAUSES: 18.2.7

Unless Government and CTFN otherwise agree:

Responsibility	Activities	Timing
Government	Notify CTFN of desire to use materials from Quarries on Settlement Land for public purposes more than 30 km beyond Yukon boundaries and seek consent of the CTFN.	As required
CTFN	Consider request and notify Government of decision, including proposed terms and conditions if applicable.	Upon request from Government
Government	Use Quarry as agreed.	With consent of CTFN
OR		
Government	Abandon proposal for use.	If consent not obtained from CTFN

PROJECT: Access to Settlement Land with the consent of CTFN for the exercise of Mineral Rights

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Surface Rights Board, Person having a New or Existing Mineral Right

OBLIGATIONS ADDRESSED:

- 18.3.3 Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.3.4 Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.
- 18.4.3 Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.4.4 Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in a right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

CROSS REFERENCED CLAUSES: 5.4.2 (all), 18.3.1 (all), 18.3.5 (all), 18.3.6, 18.4.1 (all), 18.4.2, 18.4.5 (all), 18.5.0 (all)

Responsibility	Activities	Timing
CTFN	Receive request for access to Settlement Land from holder of a Mineral Right. Determine whether or not access will be granted.	As required prior to access
CTFN	Notify holder of a Mineral Right of decision.	Within a reasonable time
CTFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

PROJECT: Property Tax Assistance

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: CTFN, taxation authority

OBLIGATIONS ADDRESSED:

20.7.1 During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.

21.2.2 Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation or Yukon First Nation Corporation.

CROSS REFERENCED CLAUSES: 21.2.1, 21.2.3, 21.2.5 (all), 21.5.1

The Parties have agreed that the ten-year period during which property taxation assistance will be provided by Canada will commence on the Effective Date of the CTFNFA. It was further confirmed that the Parties would support a proposal to amend the Umbrella Final Agreement to reflect the approach outlined on this activity sheet for implementing the Property Tax Assistance provisions. It is understood that an amendment will be put forward for consideration at a time in the future when it becomes necessary for the parties to the Umbrella Final Agreement to consider other amendments to the Umbrella Final Agreement.

The activities which follow immediately below are organized in two groupings: the first, for what will occur during the year of the Effective Date and the second, for what will occur in subsequent years.

In the year of the Effective Date:

Responsibility	Activities	Timing
Yukon	Provide taxation authority and CTFN with a list of CTFN properties subject to property tax for the year of the Effective Date or portion thereof, showing estimated taxes.	No later than 90 days after the Effective Date
Yukon	Provide CTFN with application form for any Yukon homeowner's grant, requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.	No later than 90 days after the Effective Date

Responsibility	Activities	Timing
CTFN	If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes. Pay taxes to taxation authority net of any eligible Yukon homeowner's grant for eligible properties.	No later than 180 days after Effective Date or July 2, whichever is the later

AND

In subsequent years for which the property taxation assistance regime applies:

Responsibility	Activities	Timing
Taxation authority	Each year, provide CTFN with an application form for any Yukon homeowner's grant (attached to the tax notice), requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.	By May 15 of each year
CTFN	If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes to receive the homeowner's grant for eligible properties as a deduction from the tax bill;	By July 2 of each year

OR

CTFN	Return completed application form to Yukon, to receive the homeowner's grant for eligible properties as a refund after the taxes have been paid.	By February 15 of the year following the year for which the application for homeowner's grant is being made
CTFN	Pay taxes to taxation authority.	By July 2 of each year
Yukon	If the Yukon homeowner's grant was not deducted from CTFN's tax bill at the time the taxes were paid by CTFN, pay to CTFN the amount of the Yukon homeowner's grant for which CTFN is eligible.	Annually, within a reasonable time following receipt of CTFN's homeowner's grant application form.

The following activities deal with the payment of property tax assistance from Canada to CTFN on an annual basis for the first ten years following Effective Date. The terms and conditions for the payment of property tax assistance are described in Annex C of the CTFN Self-Government Financial Transfer Agreement.

Responsibility	Activities	Timing
CTFN	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by CTFN for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by CTFN, in the year of the Effective Date and each subsequent year for ten years
Canada	Following receipt of information from CTFN about the amount of property taxes paid and homeowner's grant received by CTFN in a calendar year, calculate the amount of the assistance to be paid using the applicable formula set out in the planning assumptions section of this activity sheet.	Annually, as soon as practicable after receipt of information from CTFN
Canada	Pursuant to the terms and conditions set out in Annex C of the CTFN SGFTA, pay to CTFN the amount of assistance calculated using the applicable formula set out in the planning assumptions section of this activity sheet.	As soon as practicable

Planning Assumptions

1. The May 15 and July 2nd dates referenced in the timing for activities above are deadlines established in the current Assessment and Taxation Act, R.S.Y. 1986, c. 10, for the issuance of tax notices and payment of taxes, respectively. Similarly, the February 15 date referenced is the deadline established in the current Home Owners Grant Act, R.S.Y. 1986, c. 84, for filing applications for Yukon homeowner's grants in respect of the preceding taxation year. These dates may be subject to change from time to time.
2. Yukon shall develop an application form to be used by Yukon First Nations in respect of any homeowner's grant programs.
3. Yukon will provide a list of all fee simple properties on CTFN Settlement Land when the application form for the homeowner's grant is sent to the CTFN. As part of the process of applying for the homeowner's grant, CTFN will sign a declaration concerning eligibility of properties for the homeowner's grant.
4. A self-government financial transfer agreement (SGFTA) between Canada and CTFN will be in effect which will provide for the payment of the property tax assistance described in 20.7.1.
5. Formulas for Calculation of Property Taxation Assistance: If the Effective Date of the CTFNFA falls on a day other than January 1, the following formulas will be used to calculate the amount of assistance to be paid for each of the ten years for which property taxation assistance is to be paid. The amount of property taxation assistance provided for each of the ten years will be in respect of portions of two calendar years, calculated as follows:

X = the number of days in the calendar year from January 1 up to and including the day prior to the Effective Date or the anniversary thereof;

- Y = the number of days remaining in the calendar year, from the Effective Date or anniversary thereof to December 31, inclusive; and,
- T = the amount of the property taxes paid by CTFN for that taxation year minus the homeowner's grant received by CTFN for that year.

Assistance

YEAR 1:	$(T \times Y/365) \times 100\% =$	_____
YEAR 2:	$(T \times X/365) \times 100\% + (T \times Y/365) \times 90\% =$	_____
YEAR 3:	$(T \times X/365) \times 90\% + (T \times Y/365) \times 80\% =$	_____
YEAR 4:	$(T \times X/365) \times 80\% + (T \times Y/365) \times 70\% =$	_____
YEAR 5:	$(T \times X/365) \times 70\% + (T \times Y/365) \times 60\% =$	_____
YEAR 6:	$(T \times X/365) \times 60\% + (T \times Y/365) \times 50\% =$	_____
YEAR 7:	$(T \times X/365) \times 50\% + (T \times Y/365) \times 40\% =$	_____
YEAR 8:	$(T \times X/365) \times 40\% + (T \times Y/365) \times 30\% =$	_____
YEAR 9:	$(T \times X/365) \times 30\% + (T \times Y/365) \times 20\% =$	_____
YEAR 10:	$(T \times X/365) \times 20\% + (T \times Y/365) \times 10\% =$	_____
YEAR 11:	$(T \times X/365) \times 10\% =$	_____

This table will be adjusted to take leap years into account as appropriate.

PROJECT: Property assessment and taxation of Fee Simple Settlement Land

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

21.2.1 Fee Simple Settlement Land shall be subject to Laws of General Application respecting Property Taxes, and Government and a Yukon First Nation may agree in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government that Fee Simple Settlement Land is also subject to the power of the Yukon First Nation to levy and collect fees for the use or occupation of Settlement Land, including property taxes.

CROSS REFERENCED CLAUSES: 20.7.1, 21.1.0, 21.2.3, 21.2.5 (all)

Responsibility	Activities	Timing
Yukon, CTFN	For the first assessment roll prepared following the Effective Date, discuss and attempt to reach agreement on tax classifications and assessed values for CTFN Fee Simple Settlement Land.	Prior to finalization of assessment roll

PROJECT: Action by taxing authority for non-payment of Property Taxes for Fee Simple Settlement Land

RESPONSIBLE PARTY: Yukon or other taxing authority (the "Taxing Authority")

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

21.3.1 Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.

21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.

CROSS REFERENCED CLAUSES: 21.2.1

Responsibility	Activities	Timing
Taxing Authority	Provide CTFN or any CTFN corporation with initial notice, using double registered mail, of the possible withdrawal of delivery of any or all services to such Fee Simple Settlement Land if taxes are not paid within six months of date of notice.	If property taxes are owing on Fee Simple Settlement Land for more than 18 months
Taxing Authority	Notify CTFN or any CTFN corporation by way of double registered letter that services may be withdrawn by a specified date (six months after issuance of initial notice) if taxes are not paid by that date.	If taxes remain unpaid
Taxing Authority	Provide notice to CTFN if Taxing Authority decides to attach the assets of CTFN or any CTFN Corporation owing the taxes, and/or to initiate other remedies.	If taxes remain unpaid six months after the withdrawal of any Local Government Services

PROJECT: Action by Yukon or Municipality for non-payment by CTFN for Local Government Services

RESPONSIBLE PARTY: Yukon or Municipality

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.

21.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

CROSS REFERENCED CLAUSES: 21.1.0 (all), 26.3.0 (all)

Responsibility	Activities	Timing
Yukon or Municipality	Provide CTFN with initial notice using double registered mail, of the possible withdrawal of delivery of Local Government Services on Settlement Land if payment not made within two months of date of notice.	If payment for such services remains unpaid for a period of four months
Yukon or Municipality	Notify CTFN by way of double registered mail, that services may be withdrawn by a specified date if payment not received.	30 days after initial notice if arrears are still outstanding
Yukon or Municipality	At discretion, refer the matter to dispute resolution process under 26.3.0.	If arrears remain unpaid 6 months after withdrawal of services

PROJECT: Preparation of an economic development opportunities plan

RESPONSIBLE PARTY: Canada, Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.3.1 As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.

22.3.2 The plans shall include recommendations to:

22.3.2.1 maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;

22.3.2.2 maximize the use of available financial and technical resources; and

22.3.2.3 identify the funding requirements and measures necessary to stimulate community level economic activity.

CROSS REFERENCED CLAUSES: 15.7.1.2, 22.3.3.4; CTFNFA Plan Activity Sheet 15.7.1.1

Responsibility	Activities	Timing
CTFN	Notify Canada and Yukon of intention to establish tripartite planning group to prepare an economic development opportunities plan.	After the Effective Date
Parties	Establish planning group, develop work plan including time lines and identify resources required to complete the economic development opportunities plan.	As soon as practicable upon receipt of notice
Parties	Identify Government programs that may be accessed to assist CTFN to participate in this planning process.	Concurrent with development of the work plan
Planning group	Develop the economic development opportunities plan taking into account all factors listed.	In accordance with time lines set out in the work plan
Planning group	Present draft of the economic development opportunities plan and associated recommendations to the Parties.	In accordance with time lines set out in the work plan

Responsibility	Activities	Timing
Parties	Review draft of the economic development opportunities plan and associated recommendations and submit comments to the planning group.	In accordance with time lines set out in the work plan
Planning group	Incorporate the comments of the Parties and present final draft of the economic development opportunities plan and associated recommendations to the Parties for approval.	In accordance with time lines set out in the work plan
Parties	Approve the economic development opportunities plan and associated recommendations.	In accordance with time lines set out in the work plan

Planning Assumptions

1. The economic development opportunities plan will take into account existing economic development priorities of the CTFN.
2. The work plan may include provision for public participation.
3. Nothing in the economic development opportunities plan shall be construed to impose an obligation on Government or CTFN to implement the recommendations of the economic development opportunities plan.

PROJECT: Facilitating of training and professional development of Yukon Indian People so they will have access to public service employment opportunities

RESPONSIBLE PARTY: CTFN, Yukon, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.4.1 Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.

CROSS REFERENCED CLAUSES: 22.2.2, 22.8.1; Chapter 22 Schedule A Part I 4.0; 28.3.3, 28.3.3.5, 28.9.1

Responsibility	Activities	Timing
Government, CTFN	Exchange information regarding CTFN training needs and priorities, and regarding the options available whereby Government can assist in facilitating training and professional development of Yukon Indian People. Establish arrangements to take advantage of any viable options.	Within six months after the Effective Date or as soon thereafter as the parties agree is reasonable

Planning Assumptions

1. The parties understand that the Government employment plan required pursuant to Chapter 22 Schedule A Part I 4.0 will be the primary mechanism to address how the obligation set out in 22.4.1 will be met. The activities set out above are intended to be interim arrangements for the period prior to completion of the government employment plan.
2. The options to be explored for Government to assist in facilitating training and professional development of Yukon Indian People may include secondments, identification of spaces in Government training programs, mentoring and/or job shadowing, such as are applicable to the training need being addressed and are available from time to time.
3. The activities set out above will be carried out by Canada and Yukon in separate processes with CTFN.
4. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.4.2 The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment.

CROSS REFERENCED CLAUSES: 22.2.2, 22.8.1; Chapter 22 Schedule A Part I 4.0; 28.3.3.5

Responsibility	Activities	Timing
CTFN, Yukon	Develop a work plan, including contacts, time lines and information requirements to enable the parties to explore ways to make apprenticeship programs more flexible.	At the request of CTFN and within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
CTFN, Yukon	Assess employment opportunities within the trades sector.	As established in the work plan
CTFN, Yukon	Contact trade unions to encourage their participation in the review of apprenticeship programs.	As established in the work plan
CTFN, Yukon	Review existing apprenticeship training programs to assess their effectiveness in promoting greater participation by Yukon Indian People.	As established in the work plan
CTFN, Yukon	As may be required, and to the extent practicable, modify existing programs or develop new programs to assist in achieving the goal of greater participation.	Following review and within two years of Effective Date
CTFN, Yukon	Provide for a regular review of effectiveness of apprenticeship training programs.	Ongoing

Planning Assumptions

1. The activities set out above may be carried out in coordination with other YFNs as they carry out the same or similar activities, in order to avoid duplication of efforts.
2. Trade unions establish training programs and apprenticeship opportunities and they should be encouraged to participate in the review and planning processes.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Notice of tenders to CTFN by the Yukon

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.2, 22.5.6, 22.5.7, 22.5.8

Responsibility	Activities	Timing
CTFN	Advise Yukon that CTFN wishes to be notified of public tenders and of their interest in receiving contract information.	At discretion
Yukon	Provide available public information with respect to public tenders and contracting.	As soon as practicable after notification
CTFN	If interested in contracting, provide information regarding ability to supply goods and services, for inclusion on bidders' or source lists.	At discretion
Yukon	Provide written notice of public tenders to CTFN if they have indicated a wish to be advised of public tenders.	At the time Yukon publicly invites tenders
Yukon	Where the above-noted bidders' lists or similar methods are used, notify CTFN if it is on such lists.	At the time Yukon invites tenders

Planning Assumptions

1. Additions to the source lists made between release periods can be accessed by CTFN through the Yukon's Contract Administration Branch.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Information on non-public contracts

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

22.5.3 The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.

CROSS REFERENCED CLAUSES: 22.2.2

Responsibility	Activities	Timing
Yukon	Supply CTFN with a copy of the list of contracts as tabled annually in the Legislature.	As soon as practicable after annual tabling

Planning Assumptions

1. If lists of contracts are generated on a more frequent basis, Yukon will provide as available.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Inclusion of CTFN on federal contract lists

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.

22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.6

Responsibility	Activities	Timing
CTFN	Advise Canada if CTFN is interested in being included on contract lists in Yukon.	At discretion
Canada	Provide information with respect to contracting and qualifications that may be required, including the standing offer agreements process.	As soon as practicable after CTFN request
CTFN	Notify Canada of qualifications and other relevant information when indicating on which contract list CTFN wishes to be included.	At discretion
Canada	Notify CTFN if CTFN included on specific contract lists.	At request of CTFN
Canada	Provide publicly available information with respect to contracts that have been awarded in Yukon.	As soon as practicable after CTFN request

Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Access to Government contracting and registration

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.

22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.

22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.1, 22.5.4

Responsibility	Activities	Timing
Government	Provide information to the Carcross/Tagish People and/or CTFN corporations regarding access to contracts, standing offer agreements and how to register on lists or inventories.	At request of the Carcross/Tagish People and/or CTFN corporations
Government	Provide this information through seminars or workshops.	Where practicable

Planning Assumptions

1. For the purposes of this clause, the Carcross/Tagish People may be represented by CTFN.
2. When seminars or workshops are arranged, there may be an initial consultation process between CTFN and Government with respect to the content and delivery of the information.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Structuring contracts to a manageable size

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

22.5.10 The Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.3

Responsibility	Activities	Timing
Yukon	Where reasonable, make best efforts to structure contracts so that they are of a size manageable by small business.	Ongoing
CTFN	Based on contracting information provided under 22.5.3, and if CTFN has concerns that a particular contract does not meet the objectives of 22.5.10, contact Yukon identifying concerns and requesting further information.	At discretion
Yukon	In response to CTFN's inquiry as to why contract in question was not structured of a size manageable by small businesses, respond to CTFN concerns and provide additional information.	As soon as practicable after CTFN identifies concerns

Planning Assumption

1. The Parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Assisting Yukon Indian People to invest in public corporations

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN, Yukon Indian People

OBLIGATIONS ADDRESSED:

22.6.1 Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.

CROSS REFERENCED CLAUSES: 22.2.0, 22.6.5, 22.6.6

Responsibility	Activities	Timing
Government	Provide list of public corporations and information as may be available respecting existing investment opportunities.	At request of CTFN
CTFN, Yukon Indian People	Request assistance from Government.	When interested in making investments in public corporations
Government	Consider request and identify options for practicable form(s) of assistance.	Within a reasonable period of time following the request
CTFN, Yukon Indian People, Government	Review the options and attempt to reach agreement on the assistance to be provided.	
Government	Provide assistance as agreed upon.	

Planning Assumptions

1. For the purposes of this clause, Yukon Indian People may be represented by a YFN or by a corporate entity established either by an individual YFN or by YFNs collectively.
2. Activities under this clause may be cross-referenced with input from regional economic development plans pursuant to Chapter 22 Schedule A Part I 6.0.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Participation of CTFN corporations with Yukon Development Corporation

RESPONSIBLE PARTY: Yukon Development Corporation, CTFN corporations

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.6.4 Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.

CROSS REFERENCED CLAUSES: 22.2.2, 22.6.6, Chapter 22 Schedule A Part I 2.0

Responsibility	Activities	Timing
CTFN corporations and Yukon Development Corporation	At discretion, discuss participation of CTFN corporations and Yukon Development Corporation in economic opportunities such as joint ventures, partnerships and equity participation in subsidiary corporations.	After Effective Date
CTFN corporations or Yukon Development Corporation	At discretion, propose participation in specific economic opportunities.	When the opportunity arises
CTFN corporations or Yukon Development Corporation	At discretion, review proposal. Respond to initiating party; accept or decline proposal.	Within a reasonable time period
CTFN corporations and Yukon Development Corporation	Proceed with joint participation in economic opportunity.	If proposal accepted by both parties

Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: CTFN participation in acquisition or disposal of Yukon Development Corporation business ventures

RESPONSIBLE PARTY: Yukon Development Corporation

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

22.6.5 Yukon First Nations shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture.

CROSS REFERENCED CLAUSES: 22.2.2, 22.6.1, 22.6.6

Responsibility	Activities	Timing
Yukon Development Corporation	Where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture, notify CTFN of opportunity to participate and provide relevant information.	In sufficient time to enable CTFN to fully consider the opportunity
CTFN	At discretion, research feasibility of participation in acquisition or disposal of business venture.	After notification of business opportunity
CTFN	At discretion, participate in acquisition or disposal of business venture with the Yukon Development Corporation.	As appropriate

Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Establishment of procedures for joint capital planning

RESPONSIBLE PARTY: CTFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.6.6 Government and Yukon First Nations shall establish, to the extent practicable, procedures for joint capital planning.

CROSS REFERENCED CLAUSES: 22.5.0 (all), 22.6.1, 22.6.4, 22.6.5; Chapter 22 Schedule A Part I 1.0 (all), 2.0 (all), 5.0 (all)

Responsibility	Activities	Timing
CTFN, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and CTFN.	At the request of one of the Parties
CTFN, Government	Discuss common interests and mutual priorities.	
CTFN, Government	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable
CTFN, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments, agencies, crown corporations and CTFN.	At the request of one of the Parties
CTFN, Government	Discuss common interests and mutual priorities.	
CTFN, Government	As agreed, establish procedures including negotiations, studies, sharing of information, and review of procedures.	As practicable

Planning Assumptions

- 22.6.6 is to be used as a single window process for facilitating cooperation between the Parties in meeting the intentions of various provisions of the Agreement. This should be a high priority for the Parties. The first bilateral discussion deals with procedures for public works and infrastructure developments for Government and YFNs. The second bilateral discussion relates to planning for public finance for Governments and YFNs. While related, they should be addressed separately.
- There shall be two separate processes – one for Yukon and one for Canada.

PROJECT: Review of Yukon Economic Strategy

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

22.7.2 The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.

CROSS REFERENCED CLAUSES: 22.2.2

Responsibility	Activities	Timing
Yukon	Notify YFNs of review of Yukon Economic Strategy. Request names of delegates.	As required
CTFN	Provide Yukon with names of delegates.	As required
Yukon	Invite delegates and ensure that at least one quarter of total delegates are Yukon Indian People or their representatives.	As required

Planning Assumptions

1. The requirements of this clause shall be a criterion in the normal process of arranging the review of the Yukon Economic Strategy.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Development of plan regarding representative public service

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 1.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:
 - 1.1.1 a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and
 - 1.1.2 to the degree practical, a representative public service located within the Traditional Territory of Carcross/Tagish First Nation that reflects the aboriginal/non-aboriginal make-up of the population of the Traditional Territory of Carcross/Tagish First Nation.
- 1.2 Government shall Consult with the Carcross/Tagish First Nation in developing the plan.
- 1.3 The plan shall be prepared within two years of the Effective Date of this Agreement.
- 1.5 The plan shall provide for periodic review.
- 1.6 In developing the plan Government shall consider and the plan may provide for:
 - 1.6.1 training;
 - 1.6.2 public information;
 - 1.6.3 counselling;
 - 1.6.4 work place support;
 - 1.6.5 targeted recruiting;
 - 1.6.6 the designation of positions to be held by aboriginal people;
 - 1.6.7 preferences in hiring;
 - 1.6.8 measures to manage the effect of the Government plan on the ability of the Carcross/Tagish First Nation to recruit and retain qualified employees;
 - 1.6.9 an analysis, using available data, to determine the level or representation of aboriginal people in public service positions in the Traditional Territory of Carcross/Tagish First Nation and to identify practical ways to achieve the goals referred to in 1.1; and

1.6.10 such other measures as may reasonably contribute to achieving the goal of a representative public service.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 22.4.1, 22.4.2, 22.9.1;
Chapter 22 Schedule A Part I 1.4, 1.7 (all)

Responsibility	Activities	Timing
Government	Initiate and develop a proposal for a plan designed to attain the above stated goals. Notify CTFN of intention to develop plan, provide details of proposal and arrange for meeting of parties.	As soon as practicable after Effective Date, in sufficient time to allow the plan to be completed within 2 years of the Effective Date
CTFN, Government	Discuss proposal for plan and develop outline of plan.	Within a reasonable time following notification to CTFN
Government	Develop a draft plan and forward to CTFN.	As soon as practicable
CTFN	Prepare and present its views.	Within a reasonable period of time
Government	Complete the plan, providing full and fair consideration of views presented.	Within 2 years of the Effective Date

Planning Assumptions

1. It is understood that CTFN's primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on the Traditional Territory of the CTFN.
2. Both Governments will be undertaking their own plans, with appropriate coordination between the two Governments.

PROJECT: Consolidation of plan regarding representative public service

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 1.4 Government may consolidate the plan, after Consultation with the Carcross/Tagish First Nation, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Carcross/Tagish People set out in the plan.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part I 1.1 (all)

Responsibility	Activities	Timing
Government	Notify CTFN of desire to consolidate the plan with other plans. Provide details and request comments.	If Government intends to consolidate the plan
CTFN	Prepare and present views, considering whether the consolidation will adversely affect benefits of Carcross/Tagish People set out in the plan.	Within a reasonable time period
Government	Provide full and fair consideration of views presented.	
Government, CTFN	Determine whether the consolidation would adversely affect the benefits to Carcross/Tagish People set out in the plan.	Following Consultation
Government	At discretion, and if it is determined that there are no adverse effects to CTFN, consolidate the plans.	Following Consultation

Planning Assumptions

1. This activity may be initiated at the request of CTFN.
2. Both Governments will be undertaking their own plans pursuant to Chapter 22 Schedule A Part I 1.1.

PROJECT: Review of public service job descriptions

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 1.7 Government shall review job descriptions and other requirements for public service positions to ensure that:
 - 1.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
 - 1.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for Carcross/Tagish People and other residents of the Traditional Territory of Carcross/Tagish First Nation to obtain employment and to receive promotions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part I 1.1 (all)

Responsibility	Activities	Timing
Government	Review job descriptions in the public service for employees in the Yukon. Notify CTFN when review completed.	After Effective Date
Government	Make available to CTFN the conclusions of the review, including information with respect to the approach followed in making any changes to job descriptions or other requirements for public service positions.	At request of CTFN

Planning Assumption

- 1. It is anticipated that when reviewing job descriptions, Government will consider relevant information gathered during the development of the plan under Chapter 22 Schedule A Part I 1.1.

PROJECT: Requirement for a Project Agreement on **Non-Settlement Land**

RESPONSIBLE PARTY: Yukon, CTFN, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.2 Subject to 2.3, where the Yukon issues a Decision Document in relation to a Project on Non-Settlement Land that will create in one year either 25 or more full time jobs each with a duration of one year or the equivalent thereof, in the Traditional Territory of Carcross/Tagish First Nation, the Yukon shall set out in the Decision Document the requirement that a Project Agreement either be concluded in accordance with 2.4 to 2.11 or be waived by the Yukon in accordance with 2.12 to 2.17.
- 2.3 The provisions of 2.2 do not apply to a Project that is undertaken in response to a temporary emergency in circumstances such that the Project must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.
- 3.36 Where a Project Agreement is required by the Carcross/Tagish First Nation pursuant to 3.0 and by the Yukon pursuant to 2.0 of Part 1 of Schedule A to this chapter, in respect of a Project which involves the Right to Work Mines and Minerals on Category B or Fee Simple Settlement Land, the Yukon and the Carcross/Tagish First Nation shall endeavour to harmonize the terms and conditions of their proposed Project Agreements and if, in the opinion of the Yukon, the proposed Project Agreements are not harmonized, only a Project Agreement required by the Yukon shall apply to the Project.

CROSS REFERENCED CLAUSES: 2.39, 2.40, 2.41, 2.42, 2.11.8; Chapter 2 Schedule B 4.1, 5.1; Chapter 22, Schedule A, Part 1 2.1, 2.4, 2.5 (all), 2.6, 2.7, 2.8, 2.9, 2.12 (all), 2.13, 2.14, 2.15, 2.16, 2.17

Chapter 22 Schedule A Part I sections 2.0 and 3.0 provide for benefits agreements on certain private sector development projects which are subject to the Development Assessment Process (“DAP”) and on Yukon government construction projects. Section 2.0 deals with projects off CTFN Settlement Land. Section 3.0 deals with projects on CTFN Settlement Land. Benefits agreements related to private sector projects are referred to as Project Agreements, and benefits agreements related to Yukon government projects are referred to as Asset Construction Agreements.

Under DAP, the Yukon government acts as a Decision Body for projects on Non-Settlement Land and CTFN acts as a Decision Body for projects on Settlement Land, and the appropriate Decision Body will issue a Decision Document when the assessment of a project within its jurisdiction is complete.

Where a Project is on Category B or Fee Simple CTFN Settlement Land, and it involves working sub-surface rights then both CTFN and Yukon may issue Decision Documents that require Project Agreements. The Agreement states where there are two Project Agreements, the CTFN and Yukon must attempt to harmonize the Agreements. If they are unable to do so, then only the Government mandated Project Agreement will apply.

This activity sheet deals with private sector projects on Non-Settlement Land.

Responsibility	Activities	Timing
Yukon Decision Body	Where the project will create the equivalent of 25 or more full time jobs in a year, include in the Decision Document the requirement that Yukon intends either to conclude a Project Agreement in accordance with 2.4 to 2.11, or to waive the requirement for a Project Agreement in accordance with 2.12 to 2.17.	As required
Yukon	Notify the Proponent and CTFN of its intention either to conclude a Project Agreement in accordance with 2.4 to 2.11 or to start proceedings to waive the requirement for a Project Agreement in accordance with 2.12 to 2.17.	Following issuance of the Decision Document
<u>If a Project involves the Right to Work Mines and Minerals pursuant to 3.36:</u>		
CTFN and Yukon	Attempt to harmonize the terms and conditions of their proposed Project Agreements.	As soon as practicable

If in the opinion of Yukon, the terms and conditions of the proposed Project Agreements cannot be harmonized, then only the Yukon Project Agreement will apply.

PROJECT: Negotiation of a Project Agreement on **Non-Settlement Land**

RESPONSIBLE PARTY: Yukon, CTFN, Proponent

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.4 Where, in respect of a Project referred to in 2.2, the Yukon does not waive the requirement for a Project Agreement, the Proponent, the Carcross/Tagish First Nation and the Yukon shall negotiate with a view to concluding a Project Agreement.
- 2.5 If negotiations pursuant to 2.4 do not result in the conclusion of a Project Agreement within 30 days or such further period of time that in the Yukon's opinion is reasonable in the circumstances, the Yukon may request that the Carcross/Tagish First Nation and the Proponent each provide to the Yukon and to each other:
 - 2.5.1 a proposal respecting provisions to be included in the Project Agreement; and
 - 2.5.2 an assessment of the prospects of concluding a Project Agreement.
- 2.6 The Carcross/Tagish First Nation and the Proponent shall each respond in writing to the Yukon within 15 days of receipt of a request made pursuant to 2.5.
- 2.7 Following receipt of the responses pursuant to 2.6 or expiry of the time period referred to in 2.6, whichever is earlier, the Yukon shall advise the Carcross/Tagish First Nation and the Proponent of the time period in which to conclude the negotiation of a Project Agreement.
- 2.8 Where a Project Agreement is not concluded among the Proponent, the Carcross/Tagish First Nation and the Yukon within the time period specified under 2.7, the Yukon may make the final determination respecting the provisions to be included in the Project Agreement.
- 2.9 A document signed on behalf of the Minister containing the provisions determined by the Yukon pursuant to 2.8 shall be deemed to be a concluded Project Agreement for the purposes of 2.2 and 2.4.
- 2.10 Project Agreements may address:
 - 2.10.1 employment opportunities for Carcross/Tagish People;
 - 2.10.2 business opportunities for the Carcross/Tagish First Nation, Carcross/Tagish Firms and Carcross/Tagish People;
 - 2.10.3 investment opportunities for the Carcross/Tagish First Nation, Carcross/Tagish Firms and Carcross/Tagish People; and
 - 2.10.4 other benefits for the Carcross/Tagish First Nation, Carcross/Tagish People or Carcross/Tagish Firms required by the Yukon pursuant to 2.8 or agreed to by the Yukon, the Carcross/Tagish First Nation and the Proponent.

2.11 Project Agreements shall:

2.11.1 provide benefits commensurate with the nature, scale, duration and cost of the Project; and

2.11.2 not place an excessive burden on the Proponent or adversely affect the viability of the Project.

2.35 Negotiations under 2.4 and 2.20 shall include negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation, if provided for in or pursuant to Yukon Legislation.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1, 5.1; Chapter 22 Schedule A Part I 2.1, 2.2

Responsibility	Activities	Timing
Yukon, CTFN, Proponent	Enter into negotiations with a view to concluding a Project Agreement, addressing factors under 2.10, 2.11 and 2.35.	As soon as practicable
<u>If negotiations fail to result in conclusion:</u>		
Yukon	Request CTFN and Proponent provide in writing views of and proposal respecting provisions to be included in the Project Agreement and an assessment of the prospects of concluding the Project Agreement.	As soon as practicable
CTFN and Proponent	Respond in writing to Yukon.	Within 15 days of receipt of the request
Yukon	Advise CTFN and Proponent of time frame for concluding negotiations.	As soon as practicable following receipt of the responses
Yukon	If Project Agreement is not concluded among Proponent, CTFN and Yukon under the time period specified by Yukon, determine the provisions of the Project Agreement.	As necessary

PROJECT: Waiver of a Project Agreement or an Asset Construction Agreement on **Non-Settlement Land**

RESPONSIBLE PARTY: Yukon, CTFN, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.12 The Yukon may waive the requirement for a Project Agreement where:
 - 2.12.1 a Project Agreement or the requirement for a Project Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
 - 2.12.2 economic benefits or opportunities for the Carcross/Tagish First Nation, Carcross/Tagish People or Carcross/Tagish Firms in respect of the Project, or the negotiation of an agreement respecting such benefits or opportunities in respect of the Project, are expressly provided for in a law applicable to the Project;
 - 2.12.3 an agreement with the Carcross/Tagish First Nation regarding economic benefits or opportunities for the Carcross/Tagish First Nation, Carcross/Tagish People or Carcross/Tagish Firms applicable to that Project is already in place;
 - 2.12.4 other such public interest circumstances exist.
- 2.13 Where the Yukon intends to waive the requirement for a Project Agreement pursuant to 2.12.1, 2.12.3 or 2.12.4, the Yukon shall so notify the Carcross/Tagish First Nation and the Proponent in writing with reasons.
- 2.14 Within 30 days of receipt of the notice provided pursuant to 2.13, the Carcross/Tagish First Nation and the Proponent shall each provide to the Yukon their views in writing of the intended waiver.
- 2.15 In the 30 days following the receipt by the Yukon of the response of the Carcross/Tagish First Nation and the Proponent under 2.14, the Carcross/Tagish First Nation and the Yukon shall make reasonable efforts to reach consensus regarding the intended waiver.
- 2.16 If the Yukon and the Carcross/Tagish First Nation fail to reach agreement under 2.15 or if the Carcross/Tagish First Nation fails to provide its views of the intended waiver within the time period specified in 2.14, the Yukon may proceed to waive the requirement for a Project Agreement and shall notify the Carcross/Tagish First Nation and the Proponent in writing of such waiver.
- 2.17 Where the Yukon waives the requirement for a Project Agreement pursuant to 2.12.2, it shall so notify the Carcross/Tagish First Nation and the Proponent in writing.
- 2.29 The Yukon may waive the requirement for a Yukon Asset Construction Agreement under 2.18 where:

- 2.29.1 a Yukon Asset Construction Agreement or the requirement for a Yukon Asset Construction Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
 - 2.29.2 economic benefits or opportunities for the Carcross/Tagish First Nation, Carcross/Tagish People or Carcross/Tagish Firms in respect of the construction of the Asset, or the negotiation of an agreement regarding such benefits or opportunities in respect of the construction of the Asset are expressly provided for in a law applicable to the Project;
 - 2.29.3 an agreement with the Carcross/Tagish First Nation regarding economic benefits or opportunities for the Carcross/Tagish First Nation, Carcross/Tagish People or Carcross/Tagish Firms applicable to the construction of that Asset is already in place; or
 - 2.29.4 other such public interest circumstances exist.
- 2.30 Where the Yukon intends to waive the requirement for a Yukon Asset Construction Agreement under 2.29.1, 2.29.3 or 2.29.4, the Yukon shall so notify the Carcross/Tagish First Nation in writing with reasons.
- 2.31 Within 30 days of receipt of the notice under 2.30, the Carcross/Tagish First Nation shall provide the Yukon with its views in writing of the intended waiver.
- 2.32 In the 30 days following the receipt by the Yukon of the response of the Carcross/Tagish First Nation under 2.31, the Carcross/Tagish First Nation and the Yukon shall make reasonable efforts to reach consensus regarding the intended waiver.
- 2.33 If the Yukon and the Carcross/Tagish First Nation fail to reach agreement under 2.32 or if the Carcross/Tagish First Nation fails to provide its views of the intended waiver within the time period specified in 2.31, the Yukon may proceed to waive the requirement for a Yukon Asset Construction Agreement.
- 2.34 Where the Yukon waives the requirement for a Yukon Asset Construction Agreement pursuant to 2.29.2, it shall so notify the Carcross/Tagish First Nation in writing.

CROSS REFERENCED CLAUSES: Chapter 1 - Definitions, "Non-Settlement Lands", 2.11.8;
Chapter 2 Schedule B 4.1, 5.1; Chapter 22 Schedule A Part I 2.1, 2.2, 2.3, 2.38, 2.39, 2.40

Responsibility	Activities	Timing
<u>Where Yukon intends to waive the requirement for a Project Agreement pursuant to 2.12.1, 2.12.3, 2.12.4, or for an Asset Construction Agreement pursuant to 2.29.1, 2.29.3 or 2.29.4:</u>		
Yukon	Notify the parties of intent to waive in writing with reasons.	As soon as practicable
CTFN, Proponent	Provide Yukon with written views regarding intended waiver.	Within 30 days of receipt of notice

Yukon, CTFN	Make reasonable efforts to reach consensus regarding the intended waiver.	Within 30 days following CTFN's response to Yukon
-------------	---	---

If no consensus is reached pursuant to 2.15 or 2.32 or if CTFN fails to provide views pursuant to 2.14 or 2.31:

Yukon	Proceed to waive the requirement for the Project or Asset Construction Agreement.	As necessary
-------	---	--------------

Yukon	Where Yukon waives the requirement for a Project Agreement pursuant to 2.12.2 or for an Asset Construction Agreement pursuant to 2.29.2, notify the parties.	As necessary
-------	--	--------------

PROJECT: Negotiation of an Asset Construction Agreement on
Non-Settlement Land

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.18 Subject to 2.19, where the Yukon intends to construct an Asset in the Traditional Territory of Carcross/Tagish First Nation that has a Capital Cost of \$2 million or more, the Yukon and the Carcross/Tagish First Nation shall conclude a Yukon Asset Construction Agreement in accordance with 2.20 to 2.28 unless the Yukon waives the requirement for a Yukon Asset Construction Agreement in accordance with 2.29 to 2.34.
- 2.19 The provisions of 2.18 do not apply to an Asset the construction of which is undertaken in response to a temporary emergency in circumstances such that the construction must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.
- 2.20 Where the requirement for a Yukon Asset Construction Agreement under 2.18 is not waived, the Yukon and the Carcross/Tagish First Nation shall enter into negotiations with a view to concluding a Yukon Asset Construction Agreement.
- 2.21 If negotiations under 2.20 fail to result in the conclusion of a Yukon Asset Construction Agreement within 30 days or such further period of time that in the opinion of the Yukon is reasonable in the circumstances, the Yukon may ask the Carcross/Tagish First Nation to provide its proposal respecting provisions to be included in a Yukon Asset Construction Agreement.
- 2.22 The Carcross/Tagish First Nation shall respond in writing to the Yukon within 15 days of receipt of a request under 2.21.
- 2.23 If negotiations under 2.20 fail to result in the conclusion of a Yukon Asset Construction Agreement within 30 days or such further period of time that in the opinion of the Carcross/Tagish First Nation is reasonable in the circumstances, the Carcross/Tagish First Nation may notify the Yukon of its proposal respecting provisions to be included in the Yukon Asset Construction Agreement.
- 2.24 Following receipt of the response pursuant to 2.22 or the expiry of the time period referred to in 2.22, whichever is earlier, or following receipt of a notice provided pursuant to 2.23, the Yukon, at its discretion, shall either:
- 2.24.1 refer to mediation under 26.4.0 any outstanding matters regarding the provisions to be included in the Yukon Asset Construction Agreement; or
- 2.24.2 make the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement.

- 2.25 If the Yukon refers outstanding matters to mediation under 2.24.1 and following mediation no agreement results, the Yukon shall make the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement.
- 2.26 Where the Yukon makes the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement pursuant to 2.24.2 or 2.25, such Yukon Asset Construction Agreement shall be deemed to be concluded for the purposes of 2.18 and 2.20.
- 2.27 Yukon Asset Construction Agreements may address:
 - 2.27.1 provisions to be included in any contracts entered into by the Yukon associated with the construction of the Asset including:
 - 2.27.1.1 employment opportunities for Carcross/Tagish People;
 - 2.27.1.2 business opportunities for the Carcross/Tagish First Nation, Carcross/Tagish Firms and Carcross/Tagish People; and
 - 2.27.1.3 training opportunities for Carcross/Tagish People;
 - 2.27.2 training or employment opportunities for Carcross/Tagish People with the Yukon that are directly associated with the construction of the Asset; and
 - 2.27.3 other benefits for the Carcross/Tagish First Nation, Carcross/Tagish People or Carcross/Tagish Firms required by the Yukon pursuant to 2.24.2 or 2.25 or agreed to by the Yukon and the Carcross/Tagish First Nation.
- 2.28 Yukon Asset Construction Agreements shall:
 - 2.28.1 provide benefits commensurate with the nature, scale, duration and cost of the construction of the Asset; and
 - 2.28.2 not place an excessive burden on the Yukon or on the agent of Yukon constructing the Asset or adversely affect the viability of the construction of the Asset.
- 2.35 Negotiations under 2.4 and 2.20 shall include negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation, if provided for in or pursuant to Yukon Legislation.

CROSS REFERENCED CLAUSES: 2.11.8; 26.4.0 (all); Chapter 2 Schedule B 4.1, 5.1; Chapter 22 Schedule A Part I 2.1, 2.38, 2.39, 2.40

Responsibility	Activities	Timing
Yukon, CTFN	Enter into negotiations with a view to concluding an Asset Construction Agreement, addressing factors under 2.27, 2.28 and 2.35.	As soon as practicable

If negotiations fail to result in conclusion within 30 days or such further reasonable period of time:

Responsibility	Activities	Timing
CTFN	Notify Yukon of its views of and proposal respecting the provisions to be included in the Asset Construction Agreement.	At discretion, after failure to negotiate the Asset Construction Agreement
	<u>or:</u>	
Yukon	Request CTFN to provide views of and proposal respecting provisions to be included in the Asset Construction Agreement	As soon as practicable
CTFN	Respond in writing to Yukon	Within 15 days of receipt of the request
Yukon	At discretion, determine the provisions to be included in the Asset Construction Agreement	As necessary
	<u>or:</u>	
Yukon	At discretion, refer any outstanding matters regarding the provisions to be included in the Asset Construction Agreement to mediation under 26.4.0	As soon as practicable following receipt of response from CTFN
<u>If no agreement results from mediation:</u>		
Yukon	Determine the provisions to be included in the Asset Construction Agreement.	As necessary

PROJECT: Review of Chapter 22 Schedule A Part I 2.0 -- "Project Agreements in Relation to Non-Settlement Land and Yukon Assets Construction Agreements"

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.39 The Yukon and the Carcross/Tagish First Nation shall review the provisions of 2.0 in the tenth year following the Effective Date of this Agreement, unless they otherwise agree.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I, 2.0 (all)

Responsibility	Activities	Timing
<u>Unless otherwise agreed by CTFN and Yukon:</u>		
CTFN and Yukon	Establish terms of reference for a joint review of the provisions of Chapter 22 Schedule A Part I 2.0.	In the tenth year following the Effective Date
CTFN and Yukon	Jointly prepare a work plan for the review of the provisions of Chapter 22 Schedule A Part I 2.0.	As soon as practicable
CTFN and Yukon	Conduct review of the provisions.	In accordance with the terms of reference

PROJECT: Requirement for a Project Agreement on Settlement Land

RESPONSIBLE PARTY: CTFN, Yukon, Proponent, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

3.2 Subject to 3.3, where:

3.2.1 the Carcross/Tagish First Nation issues a Decision Document in relation to a Project on Settlement Land that will create in the Traditional Territory of Carcross/Tagish First Nation, and on Settlement Land outside of the Traditional Territory of Carcross/Tagish First Nation, together, in one year, either 25 or more full time jobs each with a duration of one year or the equivalent thereof, and

3.2.2 the negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation respecting a Project as defined in 2.1 of Part I of Schedule A to this chapter is provided for in or pursuant to Yukon Legislation referred to in 2.35,

the Carcross/Tagish First Nation shall exercise whatever legislative or other authority it has to enable it to set out in the Decision Document the requirement that a Project Agreement be concluded in accordance with 3.4 to 3.11 or be waived by the Carcross/Tagish First Nation in accordance with 3.12 to 3.17.

3.3 The provisions of 3.2 do not apply to a Project that is undertaken in response to a temporary emergency in circumstances such that the Project must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.

3.36 Where a Project Agreement is required by the Carcross/Tagish First Nation pursuant to 3.0 and by the Yukon pursuant to 2.0 of Part I of Schedule A to this chapter, in respect of a Project which involves the Right to Work Mines and Minerals on Category B or Fee Simple Settlement Land, the Yukon and the Carcross/Tagish First Nation shall endeavour to harmonize the terms and conditions of their proposed Project Agreements and if, in the opinion of the Yukon, the proposed Project Agreements are not harmonized, only a Project Agreement required by the Yukon shall apply to the Project.

CROSS REFERENCED CLAUSES: Chapter 1 - Definitions, “Non-Settlement Lands”, 2.11.8; Chapter 2 Schedule B 4.1, 5.1; Chapter 22 Schedule A, Part I 2.1, 2.35, 3.1, 3.4, 3.5 (all), 3.6, 3.7, 3.8, 3.9, 3.10 (all), 3.11 (all), 3.12, 3.13, 3.14, 3.15, 3.16

Chapter 22 Schedule A Part I sections 2.0 and 3.0 provide for benefits agreements on certain private sector development projects which are subject to the Development Assessment Process (“DAP”) and on Yukon government construction projects. Section 2.0 deals with projects off CTFN Settlement Land. Section 3.0 deals with projects on CTFN Settlement Land. Benefits agreements related to private sector projects are referred to as Project Agreements, and benefits agreements related to Yukon government projects are referred to as Asset Construction Agreements.

Under DAP, the Yukon government acts as a Decision Body for projects on Non-Settlement Land and CTFN acts as a Decision Body for projects on Settlement Land, and the appropriate Decision Body will issue a Decision Document when the assessment of a project within its jurisdiction is complete.

Where a Project is on Category B or Fee Simple CTFN Settlement Land, and it involves the Right to Work Mines and Minerals, then both CTFN and Yukon may issue Decision Documents that require Project Agreements. The Agreement states where there are two Project Agreements, the CTFN and Yukon must attempt to harmonize the Agreements. If they are unable to do so, then only the Government mandated Project Agreement will apply.

This activity sheet deals with private sector projects on Settlement Land.

Responsibility	Activities	Timing
CTFN Decision Body	Where the project will create the equivalent of 25 or more full time jobs in a year, and where negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory is provided for in or pursuant to Yukon legislation, include in the Decision Document the requirement that CTFN intends either to conclude a Project Agreement in accordance with 3.4 to 3.10, or to waive the requirement for a Project Agreement in accordance with 3.11 to 3.16.	As required
CTFN	Notify the Proponent and Yukon of its intention either to conclude a Project Agreement in accordance with 3.4 to 3.10 or to start proceedings to waive the requirement for a Project Agreement in accordance with 3.11 to 3.16.	Following issuance of the Decision Document
<u>If a Project involves the Right to Work Mines and Minerals pursuant to 3.36:</u>		
CTFN and Yukon	Endeavour to harmonize the terms and conditions of their proposed Project Agreements.	As soon as practicable
<u>If in the opinion of Yukon, the terms and conditions of the proposed Project Agreements cannot be harmonized, then only the Yukon Project Agreement will apply.</u>		

PROJECT: Negotiation of a Project Agreement **on Settlement Land**

RESPONSIBLE PARTY: CTFN, Yukon, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 3.4 Where, in respect of a Project referred to in 3.2, the Carcross/Tagish First Nation does not waive the requirement for a Project Agreement, the Proponent, the Carcross/Tagish First Nation and the Yukon shall negotiate with a view to concluding a Project Agreement.
- 3.5 If negotiations pursuant to 3.4 do not result in the conclusion of a Project Agreement within 30 days or such further period of time that in the opinion of the Carcross/Tagish First Nation is reasonable in the circumstances, the Carcross/Tagish First Nation may request that Yukon and the Proponent each provide to the Carcross/Tagish First Nation and each other:
 - 3.5.1 a proposal respecting provisions to be included in the Project Agreement; and
 - 3.5.2 an assessment of the prospects of concluding a Project Agreement.
- 3.6 The Yukon and the Proponent shall each respond in writing to the Carcross/Tagish First Nation within 15 days of receipt of a request made pursuant to 3.5.
- 3.7 Following receipt of the responses pursuant to 3.6 or expiry of the time period referred to in 3.6, whichever is earlier, the Carcross/Tagish First Nation shall advise the Yukon and the Proponent of the time period in which to conclude the negotiation of a Project Agreement.
- 3.8 Where a Project Agreement is not concluded among the Proponent, the Carcross/Tagish First Nation and the Yukon within the time period specified under 3.7, the Carcross/Tagish First Nation may make the final determination respecting the benefits for other residents of the Traditional Territory of Carcross/Tagish First Nation and other provisions to be included in the Project Agreement.
- 3.9 A document signed on behalf of the Carcross/Tagish First Nation containing the provisions determined by the Carcross/Tagish First Nation pursuant to 3.8 shall be deemed to be a concluded Project Agreement for the purposes of 3.2 and 3.4.
- 3.10 Project Agreements may address the matters set out in 2.10 and:
 - 3.10.1 employment opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation;
 - 3.10.2 business opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation;
 - 3.10.3 investment opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation; and

3.10.4 other benefits for other residents of the Traditional Territory of Carcross/Tagish First Nation required by the Carcross/Tagish First Nation pursuant to 3.8 or agreed to by the Yukon, the Carcross/Tagish First Nation and the Proponent.

3.11 Project Agreements shall:

3.11.1 provide benefits commensurate with the nature, scale, duration and cost of the Project; and

3.11.2 not place an excessive burden on the Proponent or adversely affect the viability of the Project.

CROSS REFERENCED CLAUSES: Chapter 1 - Definitions, “Non-Settlement Lands”, 2.11.8; Chapter 2 Schedule B 4.1, 5.1; Chapter 22 Schedule A Part I 2.1, 2.8, 2.10, 3.2

Responsibility	Activities	Timing
CTFN	Enter into negotiations with a view to concluding a Project Agreement, addressing factors under 3.10.	As soon as practicable
<u>If negotiations fail to result in conclusion:</u>		
CTFN	Request Yukon and Proponent provide in writing views of and proposal respecting provisions to be included in the agreement and an assessment of the prospects of concluding the Project Agreement.	As soon as practicable
Yukon, Proponent	Respond in writing to CTFN.	Within 15 days of receipt of the request
CTFN	Advise Yukon and Proponent of time frame for concluding negotiations.	As soon as practicable following receipt of the responses
CTFN	If a Project Agreement is not concluded among CTFN, Proponent and Yukon under the time period specified by CTFN, determine the provisions of the Project Agreement.	As necessary

PROJECT: Waiver of a Project Agreement or an Asset Construction Agreement **on Settlement Land**

RESPONSIBLE PARTY: CTFN, Yukon, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 3.12 The Carcross/Tagish First Nation may waive the requirement for a Project Agreement where:
 - 3.12.1 a Project Agreement or the requirement for a Project Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
 - 3.12.2 economic benefits or opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation in respect of the Project, or the negotiation of an agreement respecting such benefits or opportunities in respect of the Project, are addressed in a law applicable to the Project;
 - 3.12.3 an agreement respecting economic benefits or opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation applicable to that Project is already in place; or
 - 3.12.4 other such public interest circumstances exist.
- 3.13 Where the Carcross/Tagish First Nation intends to waive the requirement for a Project Agreement pursuant to 3.12.1, 3.12.3 or 3.12.4, the Carcross/Tagish First Nation shall so notify the Yukon and the Proponent in writing with reasons.
- 3.14 Within 30 days of receipt of the notice provided pursuant to 3.13, the Yukon and the Proponent shall each provide to the Carcross/Tagish First Nation their views in writing of the intended waiver.
- 3.15 In the 30 days following the receipt by the Carcross/Tagish First Nation of the Yukon's response under 3.14, the Carcross/Tagish First Nation and the Yukon shall make reasonable efforts to reach agreement regarding the intended waiver.
- 3.16 If the Yukon and the Carcross/Tagish First Nation fail to reach agreement under 3.15 or if the Yukon fails to provide its views of the intended waiver within the time period specified in 3.14, the Carcross/Tagish First Nation may proceed to waive the requirement for a Project Agreement and shall notify the Yukon and the Proponent in writing of such waiver.
- 3.17 Where the Carcross/Tagish First Nation waives the requirement for a Project Agreement pursuant to 3.12.2, it shall so notify the Yukon and the Proponent in writing.
- 3.30 The Carcross/Tagish First Nation may waive the requirement for a Carcross/Tagish Asset Construction Agreement under 3.19 where:

- 3.30.1 a Carcross/Tagish Asset Construction Agreement or the requirement for a Carcross/Tagish Asset Construction Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
- 3.30.2 economic benefits or opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation in respect of the construction of the Asset, or the negotiation of an agreement regarding such benefits or opportunities in respect of the construction of the Asset are addressed in a law applicable to the construction of the Asset;
- 3.30.3 an agreement respecting economic benefits or opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation applicable to the construction of that Asset is already in place; or
- 3.30.4 other such public interest circumstances exist.
- 3.31 Where the Carcross/Tagish First Nation intends to waive the requirement for a Carcross/Tagish Asset Construction Agreement under 3.30.1, 3.30.3 or 3.30.4, the Carcross/Tagish First Nation shall so notify the Yukon in writing with reasons.
- 3.32 Within 30 days of receipt of the notice under 3.31, the Yukon shall provide the Carcross/Tagish First Nation with its views in writing of the intended waiver.
- 3.33 In the 30 days following the receipt by the Carcross/Tagish First Nation of the Yukon's response under 3.32, the Carcross/Tagish First Nation and the Yukon shall make reasonable efforts to reach consensus regarding the intended waiver.
- 3.34 If the Yukon and the Carcross/Tagish First Nation fail to reach a consensus under 3.33 or if the Yukon fails to provide its views of the intended waiver within the time period specified in 3.32, the Carcross/Tagish First Nation may proceed to waive the requirement for a Carcross/Tagish Asset Construction Agreement.
- 3.35 Where the Carcross/Tagish First Nation waives the requirement for a Carcross/Tagish Asset Construction Agreement pursuant to 3.30.2, it shall so notify the Yukon in writing.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1, 5.1; Chapter 22 Schedule A Part I 2.1

Responsibility	Activities	Timing
<u>Where CTFN intends to waive the requirement for a Project Agreement pursuant to 3.12.1, 3.12.3, 3.12.4, or for an Asset Construction Agreement pursuant to 3.30.1, 3.30.3 or 3.30.4:</u>		
CTFN	Notify the parties of intent to waive in writing with reasons.	As soon as practicable
Yukon, Proponent	Provide CTFN with written views regarding intended waiver.	Within 30 days of receipt of notice

Responsibility	Activities	Timing
CTFN, Yukon	Make reasonable efforts to reach consensus regarding the intended waiver.	Within 30 days following Yukon's response to CTFN
<u>If no consensus is reached or if Yukon fails to provide its views pursuant to 3.14 or 3.33:</u>		
CTFN	Proceed to waive the requirement for the Project or Asset Construction Agreement.	As necessary
CTFN	Where CTFN waives the requirement for the Project Agreement pursuant to 3.12.2 or for an Asset Construction Agreement pursuant to 3.30.3, notify the parties.	As necessary

PROJECT: Negotiation of an Asset Construction Agreement **on Settlement Land**

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 3.18 The Carcross/Tagish First Nation shall exercise whatever legislative or other authority it has to enable it to conclude a Carcross/Tagish Asset Construction Agreement as set out in 3.19.
- 3.19 Subject to 3.20 where the Carcross/Tagish First Nation intends to construct an Asset in the Traditional Territory of Carcross/Tagish First Nation that has a Capital Cost of \$2 million or more, the Carcross/Tagish First Nation and the Yukon shall conclude a Carcross/Tagish Asset Construction Agreement in accordance with 3.20 to 3.29 unless the Carcross/Tagish First Nation waives the requirement for a Carcross/Tagish Asset Construction Agreement in accordance with 3.30 to 3.35.
- 3.20 The provisions of 3.19 do not apply to an Asset the construction of which is undertaken in response to a temporary emergency in circumstances such that the construction must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.
- 3.21 Where the requirement for a Carcross/Tagish Asset Construction Agreement under 3.19 is not waived, the Yukon and the Carcross/Tagish First Nation shall enter into negotiations with a view to concluding a Carcross/Tagish Asset Construction Agreement.
- 3.22 If negotiations under 3.21 fail to result in the conclusion of a Carcross/Tagish Asset Construction Agreement within 30 days or such further period of time that in the opinion of the Carcross/Tagish First Nation is reasonable in the circumstances, the Carcross/Tagish First Nation may ask the Yukon to provide its proposal respecting provisions to be included in a Carcross/Tagish Asset Construction Agreement.
- 3.23 The Yukon shall respond in writing to the Carcross/Tagish First Nation within 15 days of receipt of a request under 3.22.
- 3.24 If negotiations under 3.21 fail to result in the conclusion of a Carcross/Tagish Asset Construction Agreement within 30 days or such further period of time that in the opinion of the Yukon is reasonable in the circumstances, the Yukon may notify the Carcross/Tagish First Nation of its proposal respecting provisions to be included in the Carcross/Tagish Asset Construction Agreement.
- 3.25 Following receipt of the response pursuant to 3.23 or the expiry of the time period referred to in 3.23, whichever is earlier, or following receipt of a notice provided pursuant to 3.24, the Carcross/Tagish First Nation, at its discretion, shall either:
- 3.25.1 refer to mediation under 26.4.0 any outstanding matters regarding the benefits for other residents of the Traditional Territory of Carcross/Tagish First Nation to be included in the Carcross/Tagish Asset Construction Agreement; or

- 3.25.2 make the final determination respecting the benefits for other residents of the Traditional Territory of Carcross/Tagish First Nation to be included in the Carcross/Tagish Asset Construction Agreement.
- 3.26 If the Carcross/Tagish First Nation refers outstanding matters to mediation under 3.25.1 and following mediation no agreement results, the Carcross/Tagish First Nation shall make the final determination respecting the provisions to be included in the Carcross/Tagish Asset Construction Agreement.
- 3.27 Where the Carcross/Tagish First Nation makes the final determination respecting the provisions to be included in the Asset Construction Agreement pursuant to 3.25.2 or 3.26, such Carcross/Tagish Asset Construction Agreement shall be deemed to be concluded for the purposes of 3.19 and 3.21.
- 3.28 Carcross/Tagish Asset Construction Agreements may address the matters set out in 2.27 and:
- 3.28.1 benefits for other residents of the Traditional Territory of Carcross/Tagish First Nation to be included in any contracts entered into by the Carcross/Tagish First Nation associated with the construction of the Asset including:
- 3.28.1.1 employment opportunities;
- 3.28.1.2 business opportunities; and
- 3.28.1.3 training opportunities;
- 3.28.2 training or employment opportunities for other residents of the Traditional Territory of Carcross/Tagish First Nation with the Carcross/Tagish First Nation that are directly associated with the construction of the Asset; and
- 3.28.3 other benefits for other residents of the Traditional Territory of Carcross/Tagish First Nation required by the Carcross/Tagish First Nation pursuant to 3.25.2 or 3.26 or agreed to by the Yukon and the Carcross/Tagish First Nation.
- 3.29 Carcross/Tagish Asset Construction Agreements shall:
- 3.29.1 provide benefits commensurate with the nature, scale, duration and cost of the construction of the Asset; and
- 3.29.2 not place an excessive burden on the Carcross/Tagish First Nation or on the agent of the Carcross/Tagish First Nation constructing the Asset or adversely affect the viability of the construction of the Asset.

CROSS REFERENCED CLAUSES: 2.11.8; 26.4.0 (all); Chapter 2 Schedule B 4.1, 5.1; Chapter 22 Schedule A Part I 2.1

Responsibility	Activities	Timing
CTFN, Yukon	Enter into negotiations with a view to concluding an Asset Construction Agreement, addressing factors under 3.28.	As soon as practicable
<u>If negotiations fail to result in conclusion within 30 days or such further reasonable period of time:</u>		
Yukon	Notify CTFN of its views of and proposal respecting the provisions to be included in the Asset Construction Agreement.	At discretion after failure to conclude an Asset Construction Agreement
	<u>or:</u>	
CTFN	Request Yukon to provide views of and proposal respecting provisions to be included in the Asset Construction Agreement.	As soon as practicable
Yukon	Respond in writing to CTFN.	Within 15 days of receipt of the request
CTFN	At discretion, determine the provisions to be included in the Asset Construction Agreement.	As necessary
	<u>or:</u>	
CTFN	At discretion, refer any outstanding matters regarding the provisions to be included in the Asset Construction Agreement to mediation under 26.4.0.	As soon as practicable following receipt of response from Yukon
<u>If no agreement results from mediation:</u>		
CTFN	Determine the provisions to be included in the Asset Construction Agreement.	As necessary

PROJECT: Review of Chapter 22 Schedule A Part I 3.0 -- "Project Agreements in Relation to Settlement Land and Carcross/Tagish Assets Construction Agreements"

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

3.39 The Yukon and the Carcross/Tagish First Nation shall review the provisions of 3.0 in the tenth year following the Effective Date of this Agreement, unless they otherwise agree.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I, 3.0 (all)

Responsibility	Activities	Timing
<u>Unless otherwise agreed by CTFN and Yukon:</u>		
CTFN and Yukon	Establish terms of reference for a joint review of the provisions of Chapter 22 Schedule A Part I 3.0.	In the tenth year following the Effective Date
CTFN and Yukon	Jointly prepare a work plan for the review of the provisions of Chapter 22 Schedule A Part I 3.0.	As soon as practicable
CTFN and Yukon	Conduct review of the provisions.	In accordance with the terms of reference

PROJECT: Negotiation of economic development agreements

RESPONSIBLE PARTY: Government, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 4.1 Government may enter into economic development agreements with the Carcross/Tagish First Nation which provide:
 - 4.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of Carcross/Tagish First Nation and to organizations, businesses and corporations owned by those residents, Carcross/Tagish People or the Carcross/Tagish First Nation;
 - 4.1.2 for the participation of the Carcross/Tagish First Nation in the planning, management, administration and decision making of those programs and services; and
 - 4.1.3 for measures to implement recommendations of the Traditional Territory economic development plan.
- 4.2 Economic development agreements referred to in 4.1:
 - 4.2.1 shall describe the purposes for which technical and financial assistance may be used;
 - 4.2.2 may provide for a financial contribution by the Carcross/Tagish First Nation consistent with the ability of the Carcross/Tagish First Nation to contribute; and
 - 4.2.3 may provide for a financial contribution by Government, for the purposes of the agreements.
- 4.3 The Carcross/Tagish First Nation shall nominate no less than one third of the members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement referred to in 4.1.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 22.6.6

Responsibility	Activities	Timing
Government, CTFN	At discretion of any Party, initiate request to negotiate economic development agreements.	After the Effective Date
Government, CTFN	Assess need to negotiate economic development agreement.	Upon request
Government, CTFN	Respond to request to enter negotiations.	Within a reasonable period of time

Responsibility	Activities	Timing
CTFN, Government	Nominate members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement.	As required pursuant to the economic development agreement

PROJECT: Negotiation of terms and conditions for acquiring interest in a Project

RESPONSIBLE PARTY: CTFN, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 5.2 The Carcross/Tagish First Nation shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.
- 5.4 Subject to 5.5 and 5.6, and after notice has been given under 5.7.2, the Proponent and the Carcross/Tagish First Nation, at the request of the Carcross/Tagish First Nation, shall negotiate the terms and conditions of the Carcross/Tagish First Nation acquiring its interest in a Project.
- 5.5 At any time at least 270 days after notice has been given under 5.7.2, the Proponent may provide in writing to the Carcross/Tagish First Nation an offer setting out all the proposed terms and conditions of the Carcross/Tagish First Nation acquiring its interest pursuant to 5.2 in the Project.
- 5.6 The offer referred to in 5.5 shall be open for acceptance by the Carcross/Tagish First Nation for 30 days, and, failing acceptance of the offer, the option described in 5.2 shall lapse, and the Proponent shall have no further obligation to the Carcross/Tagish First Nation under 5.0 for that Project.
- 5.7 The Proponent shall, as soon as practicable:
 - 5.7.1 give notice to the Carcross/Tagish First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Carcross/Tagish First Nation; and
 - 5.7.2 give notice to the Carcross/Tagish First Nation of receipt of all regulatory approvals required to start construction of a Project.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 22.6.6; Chapter 22 Schedule A Part I 5.1, 5.3 (all), 5.8, 5.9, 5.11 (all)

Responsibility	Activities	Timing
Proponent	Notify CTFN about any proposed Projects within the Traditional Territory of the CTFN.	Annually and preferably at least six months prior to offering an option to CTFN
Proponent	Provide general information with respect to proposed Projects.	At request of CTFN and within a reasonable period of time after request

Responsibility	Activities	Timing
Proponent	Provide notice to CTFN of completion of all studies and investigations into the feasibility of a Project.	As soon as practicable
Proponent	Make studies available to CTFN.	At request of CTFN
Proponent	Provide notice to CTFN of receipt of all regulatory approvals.	As soon as practicable after receipt of regulatory approvals
CTFN, Proponent	Enter into negotiations regarding terms and conditions of acquiring an interest in the Project.	After Proponent provides above notice, and after request by CTFN
Proponent	Provide to CTFN a written offer setting out terms and conditions for acquiring an interest in the Project.	At least 270 days after notice of receipt of all regulatory approvals has been given to CTFN
CTFN	At discretion, accept offer.	Within 30 days of written offer

Planning Assumption

1. If both parties agree to do so, the Proponent and CTFN may enter into discussions prior to the receipt of all regulatory approvals concerning acquisition of an interest in a Project by the CTFN.

PROJECT: Offer to purchase CTFN interest in a Project

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Proponent

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 5.9 Unless otherwise agreed by all the parties owning an interest in a Project, the Carcross/Tagish First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 5.2, which offer it is ready and willing to accept, shall communicate, in writing, the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 5.10 The Proponent may exercise the first right to purchase set out in 5.9 at any time during 30 days from the date on which it receives notice of the bona fide offer, by advising the Carcross/Tagish First Nation in writing of its intention to exercise the right and to complete the purchase of the interest or portion thereof within the following 100 days.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 22.6.6, Chapter 22, Schedule A Part I 5.1, 5.2

Responsibility	Activities	Timing
<u>Unless otherwise agreed by all the parties owning an interest in a Project:</u>		
CTFN	Upon receipt of a bona fide offer to purchase CTFN interest, if willing to accept the offer, communicate terms of the offer to the Proponent in writing.	As necessary
Proponent	Advise CTFN in writing of its intention to exercise Proponent's first right to purchase, if Proponent decides to exercise this right.	Within 30 days after receipt of the notice of terms of offer
Proponent	Complete purchase of interest or portion.	Within 100 days after giving notice of intention to buy the CTFN interest

PROJECT: Acquisition by CTFN of an interest in a project in accordance with Chapter 22 Schedule A Part I 5.12

RESPONSIBLE PARTY: CTFN, Yukon, its agency or corporation ("Yukon")

PARTICIPANT / LIAISON: Proponent

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 5.11 For greater certainty, nothing in 5.0 shall be construed to prevent the Carcross/Tagish First Nation from exercising the option described in 5.2 through the agency of a corporation which it owns or controls.
 - 5.11.1 If the Carcross/Tagish First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, the provisions of 5.0 shall apply to that corporation as if it was the Carcross/Tagish First Nation.
 - 5.11.2 If the Carcross/Tagish First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.
- 5.12 Nothing in 5.0 shall be construed to prevent the Carcross/Tagish First Nation and the Yukon, its agencies and corporations from entering into an agreement whereby the Carcross/Tagish First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure which addition or improvement did not exist at the Effective Date of this Agreement.
 - 5.12.1 Unless the Carcross/Tagish First Nation and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Carcross/Tagish First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure, which addition or improvement did not exist at the Effective Date of this Agreement, shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 22.6.6; Chapter 22 Schedule A Part I 5.2, 5.13

Responsibility	Activities	Timing
CTFN, Yukon	At discretion, negotiate agreement whereby CTFN acquires an interest in a project referred to in Chapter 22 Schedule A Part I 5.12.	As necessary

Responsibility

Activities

Timing

If CTFN chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls:

CTFN

Advise the Proponent of the legal name of the corporation.

As soon as possible after choosing to exercise the option described in 5.2

PROJECT: Sale of surplus Yukon Assets

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 6.2 The Yukon shall provide to the Carcross/Tagish First Nation a notice in writing setting out:
- 6.2.1 any Yukon Asset with an Original Registered Cost of \$10,000.00 or more that the Yukon intends to dispose of by way of public tender, public auction, public sale or invitational tender (the “Listed Assets”); and
- 6.2.2 those Listed Assets, if any, in respect of which the Yukon, in its discretion, is prepared to offer to the Carcross/Tagish First Nation a first right to acquire and the terms and conditions, including price, applicable to such first right to acquire (the “Direct Sale Assets”).
- 6.4 The Yukon shall provide the notice referred to in 6.2 to the Carcross/Tagish First Nation prior to the disposal of the Listed Assets.
- 6.5 The Carcross/Tagish First Nation may exercise the first right to acquire any of the Direct Sale Assets on the terms and conditions set out in the notice provided pursuant to 6.2 at any time during the 30 day period following the date upon which it receives such notice by providing the Yukon with written notice of its exercise of that right.
- 6.7 If the Carcross/Tagish First Nation does not exercise a right to acquire any of the Direct Sale Assets, the Yukon may, subject to 6.8 and 6.9, dispose of such Direct Sale Assets in any manner that it determines.
- 6.9 If the Yukon proposes to dispose of any of the Direct Sale Assets referred to in 6.7 by way of an invitational tender, the Yukon shall include the Carcross/Tagish First Nation in such invitational tender.
- 6.16 The provisions of 6.1 to 6.15 shall expire on the 20th anniversary of the Effective Date of this Agreement unless otherwise agreed by the Yukon and the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 6.1, 6.3, 6.6, 6.8, 6.12, 6.13, 6.15

Responsibility	Activities	Timing
Yukon	Notify CTFN of surplus Yukon Assets intended for sale and indicate which of those are intended as Direct Sale Assets and the sale terms and conditions applicable to each Direct Sale Asset.	As necessary

Responsibility	Activities	Timing
CTFN	Respond to Yukon indicating which Direct Sale Assets it intends to acquire.	Within 30 days of receiving the notice from Yukon
<u>IF there is no response from CTFN, OR if CTFN declines to acquire the Direct Sale Asset, AND Yukon intends to dispose of the Direct Sale Asset through invitational tender:</u>		
Yukon	Invite CTFN to submit a bid to acquire the Direct Sale Asset.	As required

PROJECT: Sale of surplus Carcross/Tagish First Nation Assets

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Yukon

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

6.10 The Carcross/Tagish First Nation shall provide to the Yukon a notice in writing setting out any Carcross/Tagish First Nation Asset with an Original Registered Cost of \$10,000.00 or more that the Carcross/Tagish First Nation intends to dispose of where the Carcross/Tagish First Nation intends to dispose by way of public tender, public auction, public sale or invitational tender.

6.11 The Carcross/Tagish First Nation shall provide the notice referred to in 6.10 to the Yukon at least 30 days prior to the disposal of any Carcross/Tagish First Nation Asset listed in such notice.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 5.1; Chapter 22 Schedule A Part I 6.1, 6.14, 6.15, 6.16

Responsibility	Activities	Timing
CTFN	Notify Yukon of surplus CTFN Assets intended for sale.	At least 30 days prior to the disposal of the CTFN Assets

PROJECT: Preparation of a regional economic development plan for the Traditional Territory of the CTFN

RESPONSIBLE PARTY: Yukon, CTFN, Canada

PARTICIPANT / LIAISON: a municipality or district government, if any, commercial and industrial interests, other residents of the Traditional Territory of the CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 7.1 When requested by the Carcross/Tagish First Nation, Government and the Carcross/Tagish First Nation shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of Carcross/Tagish First Nation.
- 7.2 Government and the Carcross/Tagish First Nation shall provide the opportunity to involve a municipality or district government, if any, existing commercial and industrial interests within the Traditional Territory of Carcross/Tagish First Nation, and other residents of the Traditional Territory of Carcross/Tagish First Nation in the preparation of the regional economic development plan.
- 7.3 The regional economic development plan shall:
 - 7.3.1 examine the state of the economy in the Traditional Territory of Carcross/Tagish First Nation;
 - 7.3.2 assess the potential for development in the areas of communication, culture, transport, agriculture, energy, renewable and non-renewable resources and tourism in the Traditional Territory of Carcross/Tagish First Nation;
 - 7.3.3 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
 - 7.3.4 recommend priorities for economic development in the Traditional Territory of Carcross/Tagish First Nation and methods to increase the participation of the Carcross/Tagish First Nation and Carcross/Tagish People in those areas of economic development;
 - 7.3.5 recommend measures to integrate the Carcross/Tagish First Nation economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan for the Traditional Territory of Carcross/Tagish First Nation;
 - 7.3.6 recommend measures to integrate the regional economic development plan with other relevant economic plans and strategies including any economic plans and strategies prepared by or on behalf of Government;
 - 7.3.7 recommend actions which Government and the Carcross/Tagish First Nation should take to implement the regional economic development plan;

- 7.3.8 recommend whether limits or other restrictions are required for commercial activities within the scope of Part II of this schedule, and, if limits or other restrictions are required, recommend what those limits or restrictions should be;
- 7.3.9 provide for periodic review and evaluation of the regional economic development plan; and
- 7.3.10 recommend a process of amendment for the economic development plan.
- 7.4 Nothing in 7.1, 7.2 and 7.3 shall be construed to impose on Government or the Carcross/Tagish First Nation an obligation to implement the recommendations of the regional economic development plan.
- 7.5 Nothing in the regional economic development plan shall be construed to:
 - 7.5.1 prevent the Carcross/Tagish First Nation or Carcross/Tagish People from accessing or making use of economic development programs of general application available to a Yukon resident or a Canadian citizen; or
 - 7.5.2 restrict opportunities for or access by Carcross/Tagish People to any other employment or training position available outside the Traditional Territory of Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1; 22.3.1; Chapter 22 Schedule A Part I 2.1, 3.1

Responsibility	Activities	Timing
CTFN	Notify Canada and Yukon of intention to establish tripartite planning group to prepare a regional economic development plan for the Traditional Territory of the CTFN.	After the Effective Date
Parties	Establish planning group, develop work plan including time lines and identify resources required to complete the regional economic development plan.	As soon as practicable after receipt of notice
Parties	Provide opportunity to involve the a municipality or district government, if any, existing commercial and industrial interests within the Traditional Territory of the CTFN and other residents of the Traditional Territory of the CTFN in the preparation of the regional economic development plan.	Concurrent with development of the work plan
Parties	Identify government programs that may be accessed to assist the CTFN to participate in this planning process.	As soon as practicable after receipt of notice
Planning group	Develop the regional economic development plan taking into account all factors listed.	In accordance with time lines set out in the work plan

Responsibility	Activities	Timing
Planning group	Present draft of the regional economic development plan and associated recommendations to the Parties.	In accordance with time lines set out in the work plan
Parties	Review draft of the regional economic development plan and associated recommendations, and submit comments to the planning group.	In accordance with time lines set out in the work plan
Planning group	Incorporate the comments of the Parties and present final draft of the regional economic development plan and associated recommendations to the Parties for approval.	In accordance with time lines set out in the work plan
Parties	Approve the regional economic development plan and associated recommendations.	In accordance with time lines set out in the work plan

Planning Assumptions

1. The regional economic development plan will take into account existing economic development priorities of CTFN.
2. Nothing in the regional economic development plan shall be construed to impose an obligation on Government or CTFN to implement the recommendations of the regional economic development plan.

PROJECT: Agreements to give effect to Chapter 22

RESPONSIBLE PARTY: Canada, Yukon, CTFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 9.1 The parties to this Agreement may enter into agreements to give effect to recommendations in plans described in this chapter or to otherwise achieve the objectives of 22.1.0.
- 9.2 An agreement referred to in 9.1 shall state whether, and if so to what extent, the agreement is binding on the parties to the Agreement.
- 9.3 Nothing in this Agreement shall be construed to limit the ability of the Carcross/Tagish First Nation and the Yukon to make recommendations to, and enter into agreements with, each other respecting the establishment of measures, policies, and programs with the objective of furthering the economic development of resources within the Traditional Territory of Carcross/Tagish First Nation, in a manner which is consistent with the culture, values and identity of the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 22.1.0 (all)

Responsibility	Activities	Timing
Canada, CTFN, or Yukon	Submit request to the other parties to enter into agreements to give effect to Chapter 22. Provide details.	As necessary
Other parties	Determine whether to accept request of initiating party. Provide outcome to initiating party.	As soon as practicable after receipt of request
Canada, CTFN, Yukon	Proceed with discussions toward the development of agreements.	If the Parties agree to proceed

PROJECT: Creation and eligible investments of the CTFN Strategic Economic Development Investment Fund

RESPONSIBLE PARTY: Canada, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

10.1 Canada shall pay **[\$ 5,595,686]*** on or as soon as practicable after the Effective Date to the Carcross/Tagish First Nation to be the Carcross/Tagish First Nation Strategic Economic Development Investment Fund (“the Fund”).

***Note: This figure is estimated by Canada as at March 31, 2002 based on loan figures as of that date. The final figure will be verified by all parties. This note will be deleted prior to signing this Agreement.**

10.2 The Fund shall be kept segregated from other Carcross/Tagish First Nation monies provided that the Carcross/Tagish First Nation may deposit other monies into the Fund.

10.3 Subject to 10.4 and 10.5, monies in the Fund may be invested in any kind of property, real, personal or mixed, but in so doing, the Carcross/Tagish First Nation shall exercise the judgement and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others, and pending such investment, shall be held on deposit with a Canadian chartered bank.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 10.0 (all)

Responsibility	Activities	Timing
Canada	Pay [\$ 5,595,686]* to CTFN to be the Fund.	As soon as practicable after Effective Date
CTFN	Establish the Fund.	As soon as practicable
CTFN	Develop and maintain a segregated accounting of the deposits and expenses of the Fund, including the initial deposit by Canada described in 10.1.	On an ongoing basis until the Fund is terminated pursuant to 10.10
CTFN	Make investments from the Fund, taking into account the provisions of 10.3.	At discretion

PROJECT: Preparation and amendment of Terms of Reference for the Strategic Economic Development Investment Fund

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Canada

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

10.4 Subject to 10.5, monies in the Fund may be used only for purposes of:

10.4.1 economic development of Carcross/Tagish People and the Carcross/Tagish First Nation;

10.4.2 training and education of Carcross/Tagish People; and

10.4.3 costs of administering the Fund, including the audits and reports required by 10.0;

in accordance with a plan for the Fund ("the Plan") prepared and approved by the Carcross/Tagish First Nation.

10.5 The Carcross/Tagish First Nation may re-imburse itself from the Fund for the costs of preparation, approval and amendment of the Plan.

10.6 The Carcross/Tagish First Nation shall provide the Plan and any amendments to Canada.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 10.0 (all)

Responsibility	Activities	Timing
CTFN	Prepare and approve the plan for the Fund ("the Plan").	As soon as practicable after Effective Date
CTFN	Provide to Canada a copy of the approved Plan and any amendments thereto.	As soon as practicable after approval of the Plan or any amendments
CTFN	Reimburse itself from the Fund for any costs associated with the preparation, approval and amendment of the Plan.	As appropriate

PROJECT: Preparation of annual audit and report related to the CTFN Strategic Economic Development Investment Fund

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Canada

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 10.7 The Carcross/Tagish First Nation shall cause the Fund to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants and the audit shall be presented each year to the Assembly.
- 10.8 The Carcross/Tagish First Nation shall prepare an annual report comparing the activities of the Fund with the Plan in the manner and with the content set out in the implementation plan for this Agreement, and the report shall be presented each year to the Assembly referred to in 10.7.
- 10.9 The Carcross/Tagish First Nation shall provide to Canada a copy of the audit and report prepared pursuant to 10.7 and 10.8, respectively.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 10.0 (all), FAIP Annex F (all)

Responsibility	Activities	Timing
CTFN	Cause an audit of the Fund to be prepared by an accredited auditor, and present the audit to the Assembly	Annually
CTFN	Prepare an annual report comparing activities of the Fund with the Plan in a manner set out in Annex F. Present this report to the Assembly.	Annually
CTFN	Provide a copy of the audit and report to Canada.	Within 180 days of the end of the previous fiscal year

PROJECT: Termination of the CTFN Strategic Economic Development Investment Fund

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Canada

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 10.10 At any time after the amount of the Fund used for the purposes provided for in 10.4 equals the amount which was paid into the Fund by Canada pursuant to 10.1, the Carcross/Tagish First Nation may terminate the Fund by a law of the Carcross/Tagish First Nation made pursuant to the Carcross/Tagish First Nation Self-Government Agreement and the Yukon First Nations Self-Government Act (Canada), and any monies remaining in the Fund at that time shall be dealt with in accordance with that Carcross/Tagish First Nation law.
- 10.11 The Carcross/Tagish First Nation shall prepare an audit and a report for the period of time between the last annual audit and report and the termination of the Fund and shall present the audit and report, together with the resolution of the Board terminating the Fund, to the next meeting of the Assembly.
- 10.12 The Carcross/Tagish First Nation shall provide a copy of the audit and report referred to in 10.11 to Canada.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 10.0 (all), FAIP Annex F (all)

Responsibility	Activities	Timing
CTFN	Pass a CTFN law pursuant to the CTFN Self-Government Agreement and the <u>Yukon First Nations Self-Government Act</u> (Canada) to terminate the Fund.	At any time after the amount of the Fund used for the purposes provided for in 10.4 equals the amount which was paid into the Fund by Canada pursuant to 10.1
CTFN	Terminate the Fund by a law of the CTFN made pursuant to the CTFN Self-Government Agreement and the <u>Yukon First Nations Self-Government Act</u> (Canada).	At any time after the amount spent by CTFN from the Fund exceeds the amount which was paid into the Fund by Canada
CTFN	Deal with any monies remaining in the Fund in accordance with the CTFN law.	At the termination of the Fund
CTFN	Cause a final audit of the Fund to be prepared by an accredited auditor, and present audit to the next meeting of the Assembly.	At the next meeting of the Assembly following termination of the Fund

Responsibility	Activities	Timing
CTFN	Prepare a final report comparing activities of the Fund with the Terms of Reference, and in a manner set out in Annex F. Present this report to the next meeting of the Assembly.	At the next meeting of the Assembly following termination of the Fund
CTFN	Provide to Canada a copy of the final audit and report.	Within 180 days of the end of the fiscal year in which the Fund is terminated

PROJECT: Contract for the construction of the Yukon Government Campground at the Possible Conrad Campground

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

11.2 If Yukon, in its sole discretion, decides to construct a Yukon Government Campground at the Possible Conrad Campground, Yukon shall provide the Carcross/Tagish First Nation with the first opportunity to accept the contract for the Construction of the Yukon Government Campground in the following manner:

11.2.1 the Yukon shall provide written notice to the Carcross/Tagish First Nation specifying the terms and conditions of the contract;

11.2.2 if the Carcross/Tagish First Nation does not tender acceptance within 45 days, the Yukon may offer the contract to any other Person on the same terms and conditions specified in the notice given under 11.2.1;

11.2.3 if the contract offered pursuant to 11.2.2 is not accepted, the Yukon may re-offer the contract on new terms and conditions in accordance with the procedure set out in 11.2.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part 1 11.1

Responsibility

Activities

Timing

If Yukon decides to construct a Yukon Government Campground at the Possible Conrad Campground:

Yukon	Provide CTFN with written notice of the contract for the Construction of the Yukon Government Campground, specifying the terms and conditions of the contract.	As required
-------	--	-------------

CTFN	At discretion, tender acceptance of the contract.	Within 45 days of receipt of the notice from Yukon
------	---	--

If CTFN does not tender acceptance of the contract within 45 days:

Yukon	At discretion, offer the contract to any other Person on the same terms and conditions specified in the notice given under 11.2.1.	As necessary
-------	--	--------------

Responsibility

Activities

Timing

If the contract pursuant to 11.2.2 is not accepted:

Yukon

At discretion, re-offer the contract with new terms and conditions pursuant to 11.2.

As necessary

PROJECT: CTFN operation of Tagish Campground

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 12.2 Subject to 12.13, the Carcross/Tagish First Nation shall operate and maintain the Tagish Campground as a place for camping by the public for the Term in accordance with 12.6.
- 12.5 Subject to 12.13, the Carcross/Tagish First Nation shall have the use of all improvements and other Yukon Government property located at the Tagish Campground including tables, fire pits, shelters and boat ramps located at the Tagish Campground at the Commencement Date.
- 12.6 Subject to 12.13, and unless otherwise agreed by the Yukon and the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall operate and maintain the Tagish Campground on substantially the same terms and conditions as Yukon Government Campgrounds and to similar standards.
- 12.6.1 Subject to 12.6.3, the Carcross/Tagish First Nation shall charge the same fees in relation to the Tagish Campground as are established by the Yukon for Yukon Government Campgrounds and shall honour season passes which apply to Yukon Government Campgrounds.
- 12.6.2 The Carcross/Tagish First Nation shall maintain records of the usage of the Tagish Campground by season pass holders and the Yukon shall review such records annually and pay to the Carcross/Tagish First Nation a sum as agreed between the Carcross/Tagish First Nation and the Yukon in relation to this usage.
- 12.6.3 The Carcross/Tagish First Nation may establish and charge fees for optional services which it makes available to members of the public and for which fees have not been established by the Yukon.
- 12.6.4 For greater certainty, fees collected by the Carcross/Tagish First Nation under 12.6 shall be the property of the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 12.1, 12.3, 12.6.5, 12.6.6, 12.13 (all)

Responsibility	Activities	Timing
CTFN	Operate and maintain the Tagish Campground on substantially the same terms and conditions as Yukon Government Campgrounds and to similar standards.	For the Term as defined in 12.1
CTFN	Charge fees in relation to the Tagish Campground equal to fees established by Yukon for Yukon Government Campgrounds.	As required during the Term

Responsibility	Activities	Timing
CTFN	At discretion, establish and charge fees for optional services which it makes available to members of the public and for which fees have not been established by the Yukon.	As necessary during the Term
CTFN	Honour season passes which apply to Yukon Government Campgrounds, and maintain records of usage of the Tagish Campground by season pass holders.	As required during the Term
CTFN, Yukon	Agree to a sum to be paid to CTFN by Yukon in relation to the usage of the Tagish Campground by season pass holders.	As required during the Term
Yukon	Review the CTFN records and pay the agreed-upon sum in relation to the usage of the Tagish Campground by season pass holdersto CTFN.	Annually, for the Term while CTFN is operating the Tagish Campground

Planning Assumption:

1. Yukon and CTFN will jointly develop a methodology for the calculation of the sum to be paid in relation to use of the Tagish Campground by season pass holders during the Term.

PROJECT: Removal of the designation of the Tagish Campground as a recreational park

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 12.3 During the period within the Term that the Carcross/Tagish First Nation operates a campground at the Tagish Campground, the Tagish Campground will cease to be a Yukon Government Campground and shall cease to be designated as a recreational park under the Parks and Land Certainty Act, R.S.Y. 2002, c.165.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 12.1

Responsibility	Activities	Timing
Yukon	Remove the Tagish Campground designation as recreational park under the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165.	Prior to the Commencement Date

PROJECT: Basic upgrading, painting of improvements and development of signage at the Tagish Campground

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

12.4 Prior to the Commencement Date, the Yukon will conduct basic upgrading and painting of the improvements located at the Tagish Campground.

12.6 Subject to 12.13, and unless otherwise agreed by the Yukon and the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall operate and maintain the Tagish Campground on substantially the same terms and conditions as Yukon Government Campgrounds and to similar standards.

12.6.5 The Carcross/Tagish First Nation shall erect signs at or near the entrance to the Tagish Campground to advise users of the Tagish Campground with the name of and contact information for the entity responsible for the operation and maintenance of the Tagish Campground, information concerning the fees chargeable pursuant to 12.6, any Carcross/Tagish First Nation laws applicable to the Tagish Campground and any other matters agreed by the Carcross/Tagish First Nation and the Yukon.

12.6.6 The signs referred to in 12.6.5 shall be developed and paid for jointly by the Yukon and the Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 12.1

Responsibility	Activities	Timing
Yukon	Conduct basic upgrading and painting of improvements located in Tagish Campground.	Prior to the Commencement Date
Yukon, CTFN	Jointly develop suitable public information signage related to the matters outlined in 12.6.5.	Prior to the Commencement Date
CTFN	Have signage erected at or near the entrance of Tagish Campground.	Prior to the Commencement Date

Planning Assumption

1. The costs related to signage described in Chapter 22 Schedule A Part I 12.6.5 will be paid jointly by Yukon and CTFN.

PROJECT: Resolution of disputes with respect to the terms, conditions and standards for maintenance and operation of the Tagish Campground

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 12.8 If, during the Term, the Carcross/Tagish First Nation and the Yukon disagree as to the terms, conditions and standards for maintenance and operation of the Tagish Campground by the Carcross/Tagish First Nation or disagree as to the steps or methods required to meet those terms, conditions and standards they will first discuss the issues with a view to reaching a consensual resolution of the disagreement.
- 12.9 In the event the Carcross/Tagish First Nation and the Yukon are unable to resolve a dispute pursuant to 12.8 within 14 days, either may refer the matter to dispute resolution pursuant to 26.3.0.
- 12.12 A declaration of the arbitrator under 12.11 shall be binding on the parties to the arbitration.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 12.10 (all), 12.11, 12.13 c); 26.3.0

Responsibility	Activities	Timing
CTFN, Yukon	In matters of disagreement relating to terms, conditions and standards for maintenance and operation of the Tagish Campground or the steps or methods required to meet the terms, conditions and standards, meet and attempt to reach consensual resolution.	As necessary during the Term
<u>If unable to resolve a dispute pursuant to 12.8 within 14 days:</u>		
CTFN or Yukon	At discretion, refer the matter to dispute resolution pursuant to 26.3.0.	As necessary during the Term
CTFN, Yukon	Abide with any declaration of the arbitrator.	As required during the Term

PROJECT: Yukon operation of the Tagish Campground

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

12.13 If, during the Term:

- a) the Carcross/Tagish First Nation notifies the Yukon that it does not wish to operate a campground for use by the public at the Tagish Campground or does not open or operate a campground for use by the public at the Tagish Campground for any period during a Camping Season;
- b) the Carcross/Tagish First Nation and the Yukon agree that the Carcross/Tagish First Nation will not operate or continue to operate a campground for use by the public at the Tagish Campground; or
- c) an arbitrator makes a declaration under 12.11;

then the Yukon shall have the right to operate a Yukon Government Campground at the Tagish Campground for the remainder of the Term and shall have the use of any improvements referred to in 12.5.

12.14 If, at any time during the Term, the Yukon operates the Tagish Campground as a Yukon Government Campground, the Yukon shall pay a lease fee to the Carcross/Tagish First Nation for the use of the Tagish Campground which is equivalent to lease fees charged by the Yukon to third parties for lands of equivalent size and use.

12.14.1 For greater certainty, the Carcross/Tagish First Nation shall not enact a law pursuant to 14.0 of the Carcross/Tagish First Nation Self-Government Agreement which would result in a tax, fee, levy or other assessment which would be payable during the Term by the Yukon or the public in relation to the Tagish Campground.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 12.5, 12.7, 12.15; CTFNSGA 14.0

Responsibility	Activities	Timing
<u>If any of the events described in 12.13 occurs:</u>		
Yukon	Operate and maintain the Tagish Campground.	As necessary during the Term
Yukon	Pay a lease fee to CTFN for use of the Tagish Campground, equivalent to lease fees charged by Yukon to third parties for lands of equivalent size and use.	Annually during the Term while Yukon is operating the Tagish Campground

PROJECT: Disposition of the Airport Parcel

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 13.2 The Yukon shall not permanently dispose of all or any part of the Airport Parcel except in accordance with 13.0 and, until termination of the first right to acquire in accordance with 13.4, shall not grant any interest in all or any part of the Airport Parcel which may survive the termination of the use of the Airport Parcel for airport purposes, unless otherwise agreed by the Yukon and the Carcross/Tagish First Nation.
- 13.3 The parties acknowledge that it is the intention of the Yukon to reserve the Carcross Airport Lands for airport purposes. If the Yukon, in its sole discretion, removes the reservation for airport purposes from the Airport Parcel, the Carcross/Tagish First Nation shall have a first right to acquire the Airport Parcel at fair market value in the following manner:
- 13.3.1 within 60 days of the removal of the reservation for airport purposes from the Airport Parcel, the Yukon shall provide notice to the Carcross/Tagish First Nation of the terms and conditions upon which the Carcross/Tagish First Nation may acquire the Airport Parcel;
- 13.3.2 where the Carcross/Tagish First Nation does not tender acceptance within 45 days, the Yukon shall offer the Airport Parcel publicly or to one or more Persons to other Persons on the same terms and conditions as set out in the 13.3.1. notice;
- 13.3.3 where no other Person tenders acceptance of the offer, the Yukon shall either:
- (a) determine not to re-offer the Airport Parcel; or
- (b) re-offer the Airport Parcel on new terms and conditions in accordance with the procedure set out in 13.3.1 and 13.3.2.
- 13.4 If the Yukon determines not to dispose of the Airport Parcel pursuant to 13.3.3(a) the first right to acquire the Airport Parcel is terminated and the Yukon may use, develop or dispose of the Airport Parcel in its sole discretion.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 13.1, 13.2

Responsibility	Activities	Timing
Yukon	At discretion, remove the reservation for airport purposes from the Airport Parcel.	As necessary

Responsibility	Activities	Timing
<u>If the Yukon removes the reservation for airport purposes from the Airport Parcel:</u>		
Yukon	Provide CTFN with written notice of the terms and conditions upon which CTFN may acquire the Airport Parcel.	Within 60 days of removal of the reservation for airport purposes
CTFN	At discretion, tender acceptance of the terms and conditions upon which CTFN may acquire the Airport Parcel.	Within 45 days of receipt of the notice from Yukon
<u>If CTFN does not tender acceptance of the terms and conditions within 45 days:</u>		
Yukon	At discretion, offer publically to one or more Persons on the same terms and conditions specified in the notice given under 13.3.1.	As necessary
<u>If no other Person tenders acceptance of the offer pursuant to 12.3.2:</u>		
Yukon	Determine whether to re-offer the Airport Parcel on new terms and conditions in accordance with procedures set out in 13.3.1 and 13.3.2.	As necessary
<u>If Yukon determines not to dispose of the Airport Parcel pursuant to 13.3.3(a):</u>		
Yukon	At discretion, use, develop or dispose of the Airport Parcel in its sole discretion.	As necessary

PROJECT: Disposition of Emerald Lake Lands

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 15.2 The parties acknowledge that it is the intention of the Yukon to maintain the Recreational Reserve for use as a recreational reserve indefinitely. If the Yukon, in its sole discretion, decides to dispose of all or any portion of the Recreational Reserve, the Carcross/Tagish First Nation shall have a first right to acquire the Emerald Lake Lands at fair market value in the following manner:
- 15.2.1 within 60 days of the decision by the Yukon to dispose of all or a portion of the Recreational Reserve, the Yukon shall provide notice to the Carcross/Tagish First Nation of the terms and conditions upon which the Carcross/Tagish First Nation may acquire the Emerald Lake Lands;
 - 15.2.2 where the Carcross/Tagish First Nation does not tender acceptance within 45 days of receipt of notice, the Yukon may offer the Emerald Lake Lands publicly or to one or more Persons on the same terms and conditions as set out in the 15.2.1 notice;
 - 15.2.3 where no other Person tenders acceptance of the offer, the Yukon shall either:
 - (a) determine not to re-offer the Emerald Lake Lands; or
 - (b) re-offer the Emerald Lake Lands on new terms and conditions in accordance with the procedure set out in 15.2.1 and 15.2.2.
- 15.3 If the Yukon determines not to dispose of the Emerald Lake Lands pursuant to 15.2.3 (a) the first right to acquire the Emerald Lake Lands is terminated and the Yukon may use, develop or dispose of the Emerald Lake Lands in its sole discretion.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 15.1

Responsibility	Activities	Timing
Yukon	At discretion, decide whether to dispose of all or any portion of the Recreational Reserve.	As necessary

If the Yukon decides to dispose of all or any portion of the Recreational Reserve:

Responsibility	Activities	Timing
Yukon	Provide CTFN with written notice of the terms and conditions by which CTFN may acquire the Emerald Lake Lands.	Within 60 days of the decision to dispose of all or any portion of the Emerald Lake Lands
CTFN	At discretion, tender acceptance of the terms and conditions by which CTFN may acquire the Emerald Lake Lands.	Within 45 days of receipt of the notice from Yukon

If CTFN does not tender acceptance of the terms and conditions within 45 days:

Yukon	At discretion, offer Emerald Lake Lands publically to one or more Persons on the same terms and conditions specified in the notice given under 15.2.1.	As necessary
-------	--	--------------

If no other Person tenders acceptance of the offer pursuant to 15.2.2:

Yukon	Determine whether to re-offer the Emerald Lake Lands on new terms and conditions in accordance with procedures set out in 15.2.1 and 15.2.2.	As necessary
-------	--	--------------

If Yukon determines not to re-offer the Emerald Lake Lands pursuant to 15.2.3:

Yukon	At discretion, use, develop or dispose of the Emerald Lake Lands in its sole discretion.	As necessary
-------	--	--------------

PROJECT: Right to acquire new licences or permits in the commercial freshwater fishing industry

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 1.1 The Carcross/Tagish First Nation shall have the right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Traditional Territory of Carcross/Tagish First Nation as follows:
 - 1.1.1 Government shall offer to the Carcross/Tagish First Nation any new licences or permits in respect of commercial freshwater fishing until the Carcross/Tagish First Nation and Carcross/Tagish Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of Carcross/Tagish First Nation.
- 4.7 The Carcross/Tagish First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to the Carcross/Tagish First Nation under 1.0, 2.0 or 3.0.
- 4.9 When the Carcross/Tagish First Nation applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Carcross/Tagish First Nation.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Carcross/Tagish First Nation pursuant to 1.0, 2.0, and 3.0.
- 4.11 Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Carcross/Tagish First Nation pursuant to these provisions where the Carcross/Tagish People has sold or assigned that licence or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Carcross/Tagish First Nation or a Carcross/Tagish People Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.0, 2.0, and 3.0 shall expire on the 22nd anniversary of the Effective Date of this Agreement, unless the parties to this Agreement agree to extend the application of those provisions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 4.2, 4.4 (all), 4.6

Responsibility	Activities	Timing
Yukon, CTFN	Determine whether CTFN and Carcross/Tagish Firms together have been allocated 25 percent of the commercial freshwater fishing quota in the Traditional Territory of the CTFN.	After the Effective Date, prior to any new licences or permits being issued
<u>Prior to the 22nd anniversary of the Effective Date of this Agreement, if the 25 percent allocation has not been met:</u>		
Yukon	Notify CTFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to CTFN any new licence or permit, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
CTFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If CTFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

PROJECT: Right to acquire new licences or permits in the commercial wilderness adventure travel industry

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 2.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial wilderness adventure travel industry in the Traditional Territory of Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:
 - 2.1.1 in the first year that Government places the limit, Government shall offer to the Carcross/Tagish First Nation in respect of its Traditional Territory:
 - 2.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Carcross/Tagish Firms to operate at their then existing level, or
 - 2.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of Carcross/Tagish First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,
 - whichever is less; and
 - 2.1.2 in the second year, and in each year thereafter, Government shall offer to the Carcross/Tagish First Nation any new licences or permits issued from time to time until the Carcross/Tagish First Nation and Carcross/Tagish Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 4.7 The Carcross/Tagish First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to the Carcross/Tagish First Nation under 1.0, 2.0 or 3.0.
- 4.9 When the Carcross/Tagish First Nation applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Carcross/Tagish First Nation.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Carcross/Tagish First Nation pursuant to 1.0, 2.0, and 3.0.

- 4.11 Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Carcross/Tagish First Nation pursuant to these provisions where the Carcross/Tagish People has sold or assigned that licence or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Carcross/Tagish First Nation or a Carcross/Tagish People Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.0, 2.0, and 3.0 shall expire on the 22nd anniversary of the Effective Date of this Agreement, unless the parties to this Agreement agree to extend the application of those provisions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 4.2, 4.4 (all), 4.6

Responsibility	Activities	Timing
<u>If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial wilderness travel adventure industry in the Traditional Territory of the CTFN:</u>		
Government, CTFN	Determine whether CTFN and Carcross/Tagish Firms together have been allocated 25 percent of the commercial wilderness adventure travel industry licences or permits in the Traditional Territory of the CTFN.	After the Effective Date, prior to any new licences or permits being issued
<u>In the first year that Government places a limit and prior to the 22nd anniversary of the Effective Date of this Agreement, if the 25 percent allocation has not been met:</u>		
Government	Notify CTFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to CTFN any new licence or permit, following the formula set out in 2.1.1.1 and 2.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
CTFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If CTFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
<u>In the second and subsequent years that Government places a limit and prior to the 22nd anniversary of the Effective Date of this Agreement, if the 25 percent allocation has not been met:</u>		
Government	Notify CTFN of decision to offer new licences or permits.	If new licences or permits are to be offered

Responsibility	Activities	Timing
Government	Offer to CTFN any new licence or permit, issued from time to time, until CTFN and Carcross/Tagish Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
CTFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If CTFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

PROJECT: Right to acquire new licences or permits in the commercial freshwater sports fishing industry

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 3.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:
 - 3.1.1 in the first year that Government places the limit, Government shall offer to the Carcross/Tagish First Nation in respect of its Traditional Territory:
 - 3.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Carcross/Tagish Firms to operate at their then existing level, or
 - 3.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of Carcross/Tagish First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,
 - whichever is less; and
 - 3.1.2 in the second year, and in each year thereafter, Government shall offer to the Carcross/Tagish First Nation any new licences or permits issued from time to time until the Carcross/Tagish First Nation and Carcross/Tagish Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 4.7 The Carcross/Tagish First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to the Carcross/Tagish First Nation under 1.0, 2.0 or 3.0.
- 4.9 When the Carcross/Tagish First Nation applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Carcross/Tagish First Nation.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Carcross/Tagish First Nation pursuant to 1.0, 2.0, and 3.0.

- 4.11 Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by the Carcross/Tagish First Nation pursuant to these provisions where the Carcross/Tagish People has sold or assigned that licence or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Carcross/Tagish First Nation or a Carcross/Tagish People Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.0, 2.0, and 3.0 shall expire on the 22nd anniversary of the Effective Date of this Agreement, unless the parties to this Agreement agree to extend the application of those provisions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 4.2, 4.4 (all), 4.6

Responsibility	Activities	Timing
<u>If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of the CTFN:</u>		
Yukon, CTFN	Determine whether CTFN and Carcross/Tagish Firms together have been allocated 25 percent of the commercial freshwater sports fishing quota in the Traditional Territory of the CTFN.	After the Effective Date, prior to any new licences or permits being issued
<u>In the first year that Yukon places a limit and prior to the 22nd anniversary of the Effective Date of this Agreement, if the 25 percent allocation has not been met:</u>		
Yukon	Notify CTFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to CTFN any new licence or permit, following the formula set out in 3.1.1.1 and 3.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
CTFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If CTFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
<u>In the second and subsequent years that Yukon places a limit and prior to the 22nd anniversary of the Effective Date of this Agreement, if the 25 percent allocation has not been met:</u>		
Yukon	Notify CTFN of decision to offer new licences or permits.	If new licences or permits are to be offered

Responsibility	Activities	Timing
Yukon	Offer to CTFN any new licence or permit, issued from time to time, until CTFN and Carcross/Tagish Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
CTFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If CTFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

PROJECT: Establishment or amendment of licensing or permitting regimes regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 , and 3.0

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 4.1 Government shall Consult with the Carcross/Tagish First Nation when deciding to establish a licensing or permitting regime or when deciding to amend an existing licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, and 3.0 in the Traditional Territory of Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.4 (all)

Responsibility	Activities	Timing
Government	Notify CTFN when Government is considering whether to establish or amend a licensing or permitting regime. Provide details to CTFN.	Prior to making a decision to establish or amend a licensing or permitting regime
CTFN	Prepare and present views on proposed establishment or amendment of a licensing or permitting regime.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	
Government	Make decision whether to establish or amend the licensing or permitting regime.	After Consultation with CTFN
Government	Communicate decision to CTFN.	Following decision

Planning Assumption

- Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

PROJECT: Establishment or variance of limits applicable to industries described in Chapter 22 Schedule A, Part II, 1.0, 2.0, and 3.0

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 4.2 Government shall Consult with the Carcross/Tagish First Nation when deciding to place a limit or vary an existing limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0, and 3.0 in the Traditional Territory of Carcross/Tagish First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.3 (all), 4.4 (all)

Responsibility	Activities	Timing
Government	Notify CTFN when Government is considering establishing or varying a limit on the number of permits and licences. Provide details to CTFN.	Prior to making a decision to impose a limit or to vary existing limits on licences or permits
CTFN	Prepare and present views on proposed limit or variance of existing limits.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented.	
Government	Make decision whether to impose limits or vary existing limits. Communicate decision to CTFN.	After Consultation with CTFN

Planning Assumption

- Government may consider establishing or varying a limit, as set out by this clause, as a result of recommendations from the Carcross/Tagish Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

PROJECT: CTFN recommendations regarding establishment or amendments to a licensing or permitting regime and placement or variation of a limit regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 and 3.0

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 4.4 The Carcross/Tagish First Nation may, in writing, giving reasons, recommend to the Minister:
 - 4.4.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, and 3.0; and
 - 4.4.2 the placement of or variation of a limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0, and 3.0.
- 4.5 The Minister shall, within 90 days of receipt of a recommendation from the Carcross/Tagish First Nation pursuant to 4.4, respond in writing to the Carcross/Tagish First Nation, giving reasons for any decision made in respect of that recommendation.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.1, 4.3

Responsibility	Activities	Timing
CTFN	Provide written recommendations to the Minister on the establishment or amendment to a licensing or permitting regime, or placement or variation of a limit on the number of licences or permits.	As necessary
Government	Respond in writing to CTFN, giving reasons regarding any decision made in respect of the recommendations.	Within 90 days after receipt of written recommendations

Planning Assumption

1. Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

PROJECT: Joint ventures or other arrangements regarding use of a permit or licence for commercial freshwater fishing, commercial wilderness travel, or commercial freshwater sports fishing, or game farming or fur farming industries

RESPONSIBLE PARTY: CTFN

PARTICIPANT/LIAISON: Government

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 4.6 The Carcross/Tagish First Nation may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to the Carcross/Tagish First Nation pursuant to 1.0, 2.0, or 3.0.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.9, 4.11

Responsibility	Activities	Timing
CTFN	At discretion, enter into joint ventures or other arrangements.	As necessary

Planning Assumption

1. Any requirement for notification to Government by CTFN will be addressed in the licence or permit requirements.

PROJECT: Right to acquire outfitting concessions

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 5.1 The Carcross/Tagish First Nation shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of Carcross/Tagish First Nation after the Effective Date of this Agreement.
 - 5.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to the Carcross/Tagish First Nation of that fact and of the terms and conditions upon which that concession might be acquired.
 - 5.1.2 The Carcross/Tagish First Nation may exercise the first right to acquire referred to in 5.1, at any time during the 90 days following the date upon which it received the notice referred to in 5.1.1, by advising Government in writing of its intention to exercise that right.
 - 5.1.3 If the Carcross/Tagish First Nation fails, within the 90 days following its receipt of the notice referred to in 5.1.1, to advise Government that it wishes to exercise the first right to acquire referred to in 5.1, it shall be deemed to have given notice that it will not be exercising that right.
- 5.2 For the purposes of 5.0, an outfitting concession becomes available only in the following circumstances:
 - 5.2.1 Government decides to grant a concession in respect of an area, the greatest part of which has never been the subject of any outfitting concession;
 - 5.2.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;
 - 5.2.2.1 for greater certainty, the realignment of the existing boundaries of two or more adjacent outfitting areas does not result in a new concession becoming available for the purposes of 5.0;
 - 5.2.3 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because of the failure of the concession holder to comply with the Laws of General Application; or
 - 5.2.4 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because it was then of the opinion that to do so was necessary for the conservation of wildlife in the area or protection of the public interest.

- 5.3 The first right to acquire referred to in 5.1 shall expire on the 22nd anniversary of the Effective Date of this Agreement, unless the parties to this Agreement agree to extend the application of this provision.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; 16.5.4

Responsibility	Activities	Timing
Yukon	Provide notice in writing to CTFN that an outfitting concession is available and any applicable terms and conditions.	When the first outfitting concession becomes available pursuant to 5.2 after the Effective Date and prior to the 22 nd anniversary of the Effective Date of this Agreement, unless the Parties agree to extend the application of 5.1
CTFN	Advise Yukon, in writing, of its intention to exercise its first right to acquire the outfitting concession.	Within 90 days of receipt of notice from Yukon
Yukon	Issue outfitting concession to CTFN.	Following receipt of written notice from CTFN

PROJECT: Calculation of Resource Royalty payments

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN, other YFNs

OBLIGATIONS ADDRESSED:

23.2.1 In the event that Canada transfers to the Yukon the authority to receive or to levy and collect royalties in respect of the production of a Resource, the following arrangements shall apply:

23.2.1.1 the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,

- (a) 50 percent of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation Royalty, in respect of that year, and
- (b) 10 percent of any additional amount by which the Crown Royalty exceeds the Yukon First Nation Royalty in respect of that year.

23.2.2 Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.

23.2.4 The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.

23.2.5 The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.

23.2.6 In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.

CROSS REFERENCED CLAUSES: 23.1.0, 23.2.8, 23.3.1

Responsibility	Activities	Timing
CTFN	Provide information to Yukon with respect to the production amount on which a Royalty has been paid on Category A Settlement Land and the reasonable costs of collection of CTFN Royalty.	Annually, after devolution of authority to Yukon to receive or to levy and collect royalties in respect of the production of a Resource
Yukon, CTFN, other YFNs	Review proposals for calculations of the amount payable as set out in 23.2.1.1, 23.2.2 and 23.2.4.	Annually
Yukon	Pay amount due to CTFN and include information regarding basis for calculation.	Annually, following first activity
Yukon	If there has been an overpayment or under payment to CTFN, adjust payment in following year.	Annually

Planning Assumptions

1. "All Yukon Indian People" for the purpose of the calculation required in clause 23.2.2 refers to the total number of Yukon Indian People whose names appear on the official enrollment list published prior to the date the payments are due.
2. Canadian average per capita income for any given year will be that published by Statistics Canada for the year preceding the year in which the royalty payments are paid.
3. The Parties will work co-operatively to establish a mechanism for calculating the information required pursuant to 23.2.2.

PROJECT: Granting of fee simple interest within the Traditional Territory of the CTFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

23.2.3 The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.

CROSS REFERENCED CLAUSES: 23.1.0

Responsibility	Activities	Timing
Yukon	Notify CTFN of application for fee simple interest in any Resource within the Traditional Territory of the CTFN. Provide details to CTFN.	Upon receipt of application for a fee simple interest in any Resource
CTFN	Prepare and present views.	Within reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented.	Before granting the interest
Yukon	Communicate outcome to CTFN.	As soon as practicable

Planning Assumption

1. As of Effective Date, Yukon does not grant fee simple interests in any Resource.

PROJECT: Changes to fiscal regime which would affect the Crown royalty regime

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN, other YFNs

OBLIGATIONS ADDRESSED:

23.2.7 While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.

CROSS REFERENCED CLAUSES: 23.1.0, 23.2.1.1

Responsibility	Activities	Timing
Yukon	Notify YFNs of proposal to make changes to the fiscal regime which would change the Crown Royalty regime. Provide details.	Within a reasonable period of time in advance, when proposing a change
CTFN	Prepare and present views.	Within reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented.	Prior to making amendments to fiscal regime
Yukon	Communicate decision to CTFN.	Following decision

PROJECT: Change of location of route, road or highway

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: SLC

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

- 3.2.5 Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road or highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Seek consent of SLC if proposing to change route, road, highway or right-of-way for a route, road or highway that serves as a boundary of a Parcel. Provide SLC with details of proposed change.	Prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway or a right-of-way for a route, road or highway
SLC	In accordance with SLC arrangements and procedures, consider request for consent. Notify Government of decision.	Within reasonable period of time

PROJECT: Alteration to Settlement Land to which a Specified Access Right applies

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

- 3.2.7 Government has the right for the purposes of maintaining a road, route or right-of-way to which a Specified Access Right applies, to significantly alter Settlement Land to which that Specified Access Right applies with the consent of the Carcross/Tagish First Nation, or, failing consent, an order of the Surface Rights Board setting out terms and conditions of such significant alteration;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	If, during the maintenance of a road, route or right-of-way to which a Specified Access Right applies, it appears necessary to significantly alter CTFN Settlement Land to which a Specified Access Right applies, notify CTFN of necessary alterations and provide details.	As necessary
CTFN	Review information provided by Yukon relating to the alteration of the CTFN Settlement Land in question to which a Specified Access Right applies. Grant or deny consent to alter that CTFN Settlement Land.	Within a reasonable period of time following the notification
<u>If consent denied:</u>		
Yukon	At discretion, refer the issue to the Surface Rights Board to set out terms and conditions applicable to such significant alteration.	Within reasonable period of time
Yukon, CTFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

PROJECT: Government closure of all or any portion of a Realigned Roadway

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

- 3.2.9 Government may, following Consultation with the Carcross/Tagish First Nation, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be;

CROSS REFERENCED CLAUSES: Appendix A - Description of Settlement Land 3.2.8

Responsibility	Activities	Timing
Yukon	Develop arrangements and procedures identifying contacts, time lines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	When contemplating the closure of all or any portion of a Realigned Roadway
Yukon	Notify CTFN and provide details of proposal to close all or any portion of a Realigned Roadway.	Prior to initiating the process to close all or any portion of a Realigned Roadway
CTFN	Prepare and present views.	Within a reasonable time period as set out in the arrangements and procedures
Yukon	Provide full and fair consideration of views presented by CTFN. Notify CTFN of outcome.	After CTFN views presented to Yukon

PROJECT: Construction of the Atlin Powerline

RESPONSIBLE PARTY: CTFN, Yukon

PARTICIPANT / LIAISON: None Identified

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-21B, R-28B, R-41B, R-52B, S-412B

subject to the following Special Condition:

- at any time following the Effective Date of this Agreement, if the Yukon determines that power lines to connect the Yukon's electrical power grid to power lines in or near the town of Atlin, British Columbia are required, the Carcross/Tagish First Nation shall grant a utility easement of up to 65 metres in width for power lines within the Parcel, in accordance with the following:
 - a) the Yukon shall attempt to identify a location for the utility easement outside of the Parcel;
 - b) if the Yukon, in its sole discretion, determines for economic, engineering or other reasons, that the utility easement should be located within the Parcel, the Yukon shall notify the Carcross/Tagish First Nation of such determination;
 - c) following the notification set out in (b), the Yukon shall Consult with the Carcross/Tagish First Nation before the Yukon determines the final location of the utility easement within the Parcel;
 - d) the Carcross/Tagish First Nation shall grant a utility easement for power lines within the Parcel to the same entity to which the Yukon has granted an easement in respect of the same power lines provided that the terms and conditions of the easement are similar to the terms and conditions of the easements granted by the Yukon on Crown Land in respect of the same power lines, and provided such terms and conditions result in not more than a minimal increase in cost to the easement holder;
 - e) the Yukon shall provide the Carcross/Tagish First Nation with 90 days notice of the commencement of construction within the Parcel related to use of the utility easement;
 - f) if the Yukon has not notified the Carcross/Tagish First Nation that the utility easement for power lines should be located within the Parcel on or before the 20th anniversary of the Effective Date of this Agreement, this Special Condition shall terminate,

CROSS REFERENCED CLAUSES: Chapter 10 Schedule D 3.8 (all), 3.9

Responsibility	Activities	Timing
Yukon	Attempt to locate and establish the Easement Area outside the Parcel.	If Yukon determines that a utility line to connect Yukon's electrical power grid to powerlines in or near the town of Atlin, British Columbia is required
<u>If Yukon determines for economic, engineering or other reasons that the Easement Area should be located within the Parcel(s):</u>		
Yukon	Notify CTFN.	Once Yukon has determined that the easement should be located within the Parcel(s)
CTFN	Prepare and present views.	Within a reasonable time indicated by Yukon
Yukon	Provide full and fair consideration to the views presented.	Prior to determining whether the Easement Area should be located within the Parcel(s)
Yukon	Inform CTFN on the manner in which the decision will be achieved.	As soon as practicable
CTFN	Grant a utility easement for power lines within the Parcel(s) with terms and conditions of the easement similar to the terms and conditions of the easements granted by the Yukon on Crown Land in respect of the same power lines, and provided such terms and conditions result in not more than a minimal increase in cost to the easement holder.	As required
Yukon	Provide CTFN of the commencement of construction within the Parcel(s) related to use of the utility easement.	At least 90 days prior to commencement of construction within the Parcel(s)

PROJECT: Closure of portions of right-of-way of the Old Alaska Highway, the Old Atlin Road, the Pennycook Creek Road and other Access Roads

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

Old Alaska Highway -

R-23B

- the Yukon shall close those portions of the right-of-way for the old Alaska Highway as shown on Plan 40372 CLSR, 22316 LTO lying within Parcel R-23B,

Old Atlin Road -

S-16B

- the Yukon shall close that portion of the right-of-way for the old Atlin Road as shown on Plan 42291 CLSR, 20959 LTO, lying within Parcel S-16B1;
- the right-of-way for the Major Highway known as the Atlin Road shall be offset as necessary to ensure that the cabin and its curtilage are included within Parcel S-16B1,

Pennycook Creek Road -

C-41B

- the following provisions in respect of the Pennycook Creek Road shall apply:
 - e) the Yukon shall close those portions of the right-of-way for the Existing Pennycook Creek Road that are no longer in use following the completion of the of construction of the Future Pennycook Creek Road and the rights under a) and b) above shall cease to apply to the closed portions;

Other Access Roads -

C-62FS/D

- the Yukon shall close that portion of the right-of-way for the Road shown on Plan 56383 CLSR, 33638 LTO, lying within Parcel C-62FS/D;

C-79FS/D

- the Yukon shall close that portion of the right-of-way for the Road shown on Plan 56383 CLSR, 33638 LTO lying within Parcel C-79FS/D;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Close those portions of the right-of-way for the road lying within Parcel.	As soon as practicable
Yukon	Notify CTFN of closure of the portions of the right-of-way for the road.	After the portions of the right-of-way for the road have been closed

Planning Assumption

1. In the case of Pennycook Creek Road, the closure of portions of right of ways shall be made as soon as practicable following the completion of construction of the future Pennycook Creek Road.

PROJECT: Fish stocking for Salmo Lake

RESPONSIBLE PARTY: Yukon, CTFN

PARTICIPANT / LIAISON: CTRRC

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-23B

- the Yukon, following Consultation with the Carcross/Tagish First Nation, may from time to time stock Salmo Lake with fish;

CROSS REFERENCED CLAUSES: 6.4.1

Responsibility	Activities	Timing
Yukon	Notify CTFN of intention of stocking fish in Salmo Lake.	As required
CTFN	Prepare and present views.	Within a reasonable time indicated by Yukon
Yukon	Provide full and fair consideration to the views presented.	Prior to establishing procedures
Yukon	Establish procedures for stocking fish in Salmo Lake.	If the decision to stock fish in Salmo Lake is taken
Yukon	Inform CTFN and CTRRC of the decision.	As practicable

PROJECT: Construction, maintenance, repair or upgrade of the Pennycook Creek Road

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: CTFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

C-41B

subject to the following Special Conditions:

- the following provisions in respect of the Pennycook Creek Road shall apply:
 - a) the Yukon shall have the right to maintain, repair and upgrade, on the 30 metre right-of-way, the existing access road shown approximately by a dashed line designated as Pennycook Creek Road on Map Sheets 105 D/8 and 105 D/8 - Tagish Area (the “Existing Pennycook Creek Road”);
 - b) a Specified Access Right shall apply on the 30 metre right-of-way for the Existing Pennycook Creek Road;
 - c) the Yukon shall have the right to construct, maintain, repair and upgrade, on the 30 metre right-of-way, the proposed access road shown approximately by a solid line designated as Future Pennycook Creek Road on Map Sheets 105 D/8 and 105 D/8 - Tagish Area (the “Future Pennycook Creek Road”);
 - d) a Specified Access Right shall apply on the 30 metre right-of-way for the Future Pennycook Creek Road;
 - e) the Yukon shall provide the Carcross/Tagish First Nation with 90 days notice of the commencement of construction within the Parcel related to use of the utility easement;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	In the construction, maintenance, repair or upgrade of the roads within Parcel C-41B, respect the prescribed width of the right-of-way for the road.	As required

PROJECT: Application of Airport Zoning Controls

RESPONSIBLE PARTY: CTFN

PARTICIPANT / LIAISON: Canada

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

Definitions

“Airport Zoning Controls” means land use regulations enacted pursuant to the Aeronautics Act, R.S.C. 1985, c. A-2 and in the absence of regulations, means such restrictions on the use and development of land as are required to meet the standards set out in a publication of the Air Navigation System Directorate, Department of Transport, Canada, titled "Land Use in the Vicinity of Airports" and bearing departmental reference TP1247, as amended from time to time.

Descriptions for Parcels: R-12B, R-23B, S-36B, S-123B, S-124B, S-316B, S-365B, S-413B, C-1FS, C-2FS, C-3FS, C-4FS, C-5FS, C-6FS, C-7FS, C-8FS, C-9FS, C-10FS, C-11FS, C-12FS, C-13FS, C-15B, C-16B, C-17FS, C-18B, C-19B, C-23B, C-31FS, C-33FS, C-34B, C-35B, C-36B, C-37B, C-38B, C-61FS, C-62FS/D, C-63FS, C-67B, C-68B, C-69FS, C-70FS, C-71FS, C-72FS, C-73FS, C-74FS, C-75FS, C-76FS, C-77FS, C-78FS, C-79-FS/D, C-85FS/D, C-86B/D, C-87B/D.

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part 1 13.3 (all), 13.4.

Responsibility	Activities	Timing
CTFN	Adhere to provisions of Airport Zoning Controls as amended from time to time.	As required
Canada	Provide CTFN with updates of Airport Zoning Controls.	As amended from time to time

ANNEX B -- COMMISSIONS, COUNCILS AND COMMITTEES

Application

This Annex applies as provided herein to the:

Regional Land Use Planning Commission

Settlement Land Committee

Carcross/Tagish Renewable Resources Council

hereinafter called the "Boards".

Contents

This Annex has five parts:

Part 1 - General Provisions

Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 3 - Arrangements for the Provision of Aboriginal Language Services to the Boards

Part 4 - Board Mandates and Activities

Part 5 - Board Budgets and Related Arrangements.

These parts, as they apply, are to be read together. Their provisions reflect the agreement of the Parties with respect to the establishment and operation of the Boards, and the related arrangements and activities which the Parties expect to perform in those connections.

Part 1 - General Provisions

**Initial Nominations and Appointments:
Carcross/Tagish Renewable Resources Council**

Each party has a right to nominate Carcross/Tagish Renewable Resources Council (“RRC”) members as provided by the CTFNFA in paragraphs 2.12.2 (all), 16.6.2 (all), 16.6.4 (all) and 16.6.5 (all).

The process of nomination and appointment will require each party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating party.

To establish the initial complement of RRC members, each party should commence its procedures to identify prospective nominees upon ratification of the CTFNFA by all Parties. The Minister will request nominations pursuant to CTFNFA 2.12.2.2 as soon as practicable after the date of signing by the Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (CTFNFA 16.6.5.1), shall be forwarded to the Minister within the time provided by CTFNFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the RRC to be in place as indicated in Part 4 of this Annex.

To facilitate these procedures, each party should confirm that its proposed nominees are ready to serve on the RRC prior to submitting its nominations to the Minister. If a nominee declines an appointment, the Minister and the nominating party should take steps as soon as practicable to ensure that a new nominee is identified and appointed.

**Initial Nominations and Appointments:
Regional Land Use Planning Commission and Settlement Land Committee**

The initial nominations and appointments for the Regional Land Use Planning Commission (“RLUPC”) and Settlement Land Committee (“SLC”) will be made as provided in Part 4 of this Annex.

On-Going Process for Nominations and Appointments:

Carcross/Tagish Renewable Resources Council and Regional Land Use Planning Commission

1. Replacement of Board Members

Upon termination of the initial appointments, the Parties should follow the procedures outlined in CTFNFA 2.12.2.2 to 2.12.2.4 and above, in respect of the initial appointments, to ensure that repeat or replacement nominations are submitted and appointments take effect in a timely manner. The Parties should use best efforts to avoid vacancies arising on the Boards due to failures in the nominating or appointing process.

If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of CTFNFA 2.12.2.11.

2. Removal for Cause

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that authority on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for the removal of a member pursuant to CTFNFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating parties and the Minister as soon as those grounds have been adopted by the Board.

3. Resignation of a Member

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board, and that the Board immediately advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable.

Organization of the Board

The RRC and RLUPC, within the first 60 days after being established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete the necessary arrangements.

At its initial meeting or as soon as practicable thereafter, each Board should address:

- (a) the selection or nomination of a Chair and/or Vice-Chair, as the CTFNFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to CTFNFA 2.12.2.7 and 2.12.2.10;
- (c) the Board budget and the completion of related financial arrangements;

- (d) any organizational and policy matters, and arrangements with respect to support services and facilities required for the discharge of its mandate under the CTFNFA; and
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

Board Services and Facilities

It is expected that the RRC and RLUPC will arrange for the support services and facilities they require. The Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations, and the specific provisions of the CTFNFA.

Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 2 applies to the Carcross/Tagish Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee ("SLC").

For the purposes of CTFNFA 2.12.2.9, 28.3.5, 28.3.7 and the SLC, Board training should include:

1. training in Board procedures and functions;
2. training directed to improve Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the CTFNFA; and
4. cross-cultural orientation and education.

1. Board procedures and functions

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The timing of the different aspects of this training may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefit of the replacement nominees. The Board's previous training activities should be considered by subsequent members when assessing their training needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as it deems necessary.

2. Training related to Board Mandate

Each Board should assess and take the steps necessary, including budget provisions, to address the training needs of its members which will enable them to improve their ability to carry out their responsibilities in the field or fields within the Board's mandate. It is recommended that this occur as soon as practicable in the first year of each Board's term and at least annually thereafter. The specific program or initiatives to be taken in this area should be left to each Board to decide and arrange as it may require.

3. Familiarization with the CTFNFA

The Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the CTFNFA. The Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in CTFNFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the CTFNFA and CTFNFA Plan. This information program should be carried out in a co-operative, co-ordinated way. It should be completed as soon as is practicable after the Board is established, at a time convenient to the Board and the Parties.

Each party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

4. Cross-Cultural Orientation and Education

On-going cross-cultural awareness and sensitivity is important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will relate to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together to fulfil their mandate.

Part 3 - Aboriginal Language Services

This Part applies to the Carcross/Tagish Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

Part 4 - Board Mandates and Activities

The following provisions address the mandate, the expected activities, and the relevant specific arrangements, in respect of each of the Boards.

REGIONAL LAND USE PLANNING COMMISSION

Mandate

The Regional Land Use Planning Commission ("RLUPC") shall develop a regional land use plan and shall recommend it to Yukon and CTFN for approval.

Organizational Structure

Yukon, CTFN and any other affected Yukon First Nations may agree to establish the RLUPC at any time after the Effective Date of the CTFNFA.

The RLUPC shall have no less than six (6) members. Yukon and CTFN shall nominate its members as soon as practicable after agreement to establish the RLUPC. The nominations shall be selected in accordance with CTFNFA 11.4.2 (all) and 11.4.3.

Appointments will be made by the Yukon Minister ("the Minister").

The members of the RLUPC may choose a Chair from amongst themselves.

The provisions of 2.12.2 shall apply to the RLUPC.

Operations

The RLUPC shall convene a meeting as soon as practicable after it is established.

The RLUPC shall prepare an annual budget, after Consultation with CTFN and any other affected Yukon First Nation, and shall submit that budget to the Yukon Land Use Planning Council ("Council") (CTFNFA 11.9.1). The Council shall review the budget, and, after Consultation with the RLUPC, shall propose the budget to the Minister for the preparation of regional land use plans. The budget approval process will respect the discretion for the allocation of funds available to the RLUPCs pursuant to Part 2 Schedule 1 of the UFA Implementation Plan. Yukon shall pay the approved expenses of the RLUPC to the Council from the amounts described in Part 2 of Schedule 1. The Council shall pay the approved expenses to the RLUPC.

The RLUPC may establish a local office. Within the approved budget, the RLUPC may engage and contract technical or special experts for assistance and may establish a secretariat to assist it in carrying out its functions (CTFNFA 11.4.5.1).

Activities

The RLUPC shall prepare and recommend a regional land use plan to Yukon and the affected Yukon First Nations within a time frame established by Yukon and the affected Yukon First Nations (CTFNFA 11.4.4). In carrying out its obligations under CTFNFA 11.4.4, the RLUPC shall undertake the activities described in CTFNFA 11.2.0, 11.4.5.3 to 11.4.5.9, 11.5.1, 11.6.1, 11.6.3, 11.6.5, 13.4.6.2, Chapter 13 Schedule A (all).

The RLUPC may undertake the activities described in CTFNFA 11.4.5.1 and 11.4.5.10. The RLUPC may carry out activities associated with CTFNFA 11.4.5.10 with a reduced number of members.

SETTLEMENT LAND COMMITTEE

Mandate and Activities

Each Settlement Land Committee ("SLC") shall be responsible for:

1. the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
- determining priorities for the survey of all Settlement Land;
- indicating to the Surveyor General portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of CTFN and the public;
- receiving requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People; and
- determining whether it is practicable to give effect to such requests and recommending to Canada or the Yukon, as the case may be, that it take such steps as the SLC considers appropriate.

Guidelines

- Interim use of Site Specific Settlement Land;
- a report of "...requests relating to the use and enjoyment of Proposed Site Specific Settlement Land..." will be kept by the SLC;
- "...the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement..." will primarily be the responsibility of CTFN as the entire Proposed Site Specific Parcel will have been agreed to by all Parties. The other members of the SLC will have only to ensure that the selected area is within the Proposed Site Specific Parcel and that it is adequately defined for survey purposes;
- it is not intended that the SLC act as a substitute for "land use planners". The SLC will only be responsible for making recommendations concerning requests to "occupy" the land but will not be required to approve specific uses in the event that the land is developed; and

- any other activities contained in the CTFNFA.

Organizational Structure

The SLC shall be established no later than one month after the signing of the CTFNFA. The representatives to the SLC shall be appointed as follows:

Canada Representative

The Department of Indian Affairs and Northern Development will appoint one person to represent the Department when the Settlement Land being dealt with was formerly under federal administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Department.

The position will be filled by the same person for the life of the SLC where possible.

Yukon Representative

Yukon will appoint one person to represent Yukon when the Settlement Land being dealt with was formerly under Yukon administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Yukon.

The position will be filled by the same person for the life of the SLC where possible.

CTFN Representatives

CTFN will appoint two persons to represent CTFN for all land selections negotiated by CTFN.

The representatives will be experienced in land issues, including survey requirements.

The positions will be filled by the same persons for the life of the SLC, where possible.

Chair

The Chair for the SLC will be appointed by the Surveyor General for Canada. The Surveyor General may decide not to appoint the same person for all SLCs.

The position of Chair will be filled by the same person for the life of the SLC where possible.

The Chair will be an experienced Canada Lands Surveyor with authority to speak on behalf of the Legal Surveys Division of Natural Resources Canada (“NRCan”).

NRCan will employ, to the extent possible, local personnel to record and document all decisions made at SLC meetings.

Operations

The SLC will operate as follows:

Decision Making

All decisions will be made by consensus, and, in the event that a decision cannot be reached, the problem will be referred to the Dispute Resolution process as described in section 26.3.0 of the CTFNFA. The Chair will decide at what point there is an impasse on any particular decision.

Meetings

Meetings will be called by the Chair, and will normally occur two to three times each year. Normally, there will be one meeting in the winter, to establish and review priorities, and one in the spring to review and approve survey reports and plans. Other meetings may occur as needed.

Chair Responsibilities

- To ensure that the SLC is in place as soon as is practicable following the signing of the CTFNFA;
- To hold the first meeting as soon as practicable, as the parties agree;
- To ensure that detailed information regarding land selections which has been prepared by the negotiators is made available for all meetings;
- To ensure that necessary support information is made available by Government and CTFN land administrators for all meetings;
- To ensure that records of decisions for all meetings are recorded and distributed to participants;
- To present (at the plan approval stage) the surveyor's report to the SLC. CTFN shall indicate the process by which CTFN consent will be secured;
- To make every effort to reduce the number of decisions which are forwarded to the Dispute Resolution Board; and
- In collaboration with the SLC members, to alter guidelines and procedures to reflect the needs of the CTFN.

Subject to any amendment of the Plan by the Parties, Canada shall pay to CTFN \$ 40,276 (2002 constant dollars) as its share of the amount identified for SLCs.

CARCROSS/TAGISH RENEWABLE RESOURCES COUNCIL

Mandate

In the Traditional Territory of the CTFN, the Carcross/Tagish Renewable Resources Council ("RRC") shall be established as of the Effective Date, as a primary instrument for local renewable resources management in the Traditional Territory as set out in the CTFNFA 16.6.1, 16.6.1.1.

The RRC acting in the public interest may make recommendations to the Minister, the CTFN, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (CTFNFA 16.6.9).

The RRC may make recommendations pursuant to CTFNFA 16.6.10.

The RRC may make recommendations to the Minister and CTFN with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within the Traditional Territory, including:

- the coordination of Forest Resources Management throughout the Yukon and in the Traditional Territory of the CTFN;
- the need for, and the content and timing of, Forest Resources inventories and management plans;
- the policies, programs and Legislation which affect Forest Resources;
- proposals for Forest Resources research;
- forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;
- the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;
- employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;
- measures for the control of forest pests and diseases; and
- other matters relating to the protection and management of Forest Resources - CTFNFA 17.4.0 (all).

Organizational Structure

The RRC shall be comprised of six members and shall be established as of the Effective Date of the CTFNFA (CTFNFA 16.6.2).

The Minister of Renewable Resources shall nominate three persons to the RRC (CTFNFA 16.6.2).

CTFN shall nominate three persons to the RRC (CTFNFA 16.6.2).

The Minister and CTFN may each nominate one additional member as an alternate member to the RRC (CTFNFA 16.6.2.1, 16.6.2.2).

An alternate member of the RRC may only receive remuneration and travel expenses in the absence of a member nominated by the party which nominated the alternate (CTFNFA 16.6.2.3).

An alternate member of the RRC may only vote in the absence of a member nominated by the party which nominated the alternate (CTFNFA 16.6.2.3).

RRC members shall be resident within the Traditional Territory of the CTFN and shall have lived in the Traditional Territory for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory (CTFNFA 16.6.4, 16.6.4.1, 16.6.4.2).

When nominating individuals for appointment to the RRC, the Minister of Renewable Resources and CTFN shall make reasonable attempts to reach a consensus as to the respective individuals to be nominated (CTFNFA 16.6.4.3, 16.6.4.4 (all), 16.6.4.5).

The Minister of Renewable Resources shall appoint the nominees to the RRC (CTFNFA 2.12.2.3, 2.12.2.4).

With the consent of the Minister of Renewable Resources and the CTFN, the RRC may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (CTFNFA 16.6.12).

Appointments to the RRC shall be for five years, except for the initial appointments. For the initial appointments one CTFN nominee and one Minister's nominee shall be appointed for three years, one CTFN nominee and one Minister's nominee shall be appointed for four years, and one CTFN nominee and one Minister's nominee shall be appointed for five years (CTFNFA 16.6.5). All appointments of the alternate members shall be for a five year term (CTFNFA 16.6.5.1).

All appointments to the RRC shall be during good behaviour (CTFNFA 16.6.5).

Operations

The RRC shall determine its own procedures for selecting its chairperson from its membership (CTFNFA 16.6.3).

The Minister of Renewable Resources shall appoint the chairperson selected by the RRC (CTFNFA 16.6.3).

In the event that the RRC fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the RRC after Consultation with the RRC (CTFNFA 16.6.3.1).

The RRC shall make provisions for public involvement in the development of its decisions and its recommendations (CTFNFA 16.6.6).

The RRC shall prepare an annual budget, subject to review and approval by Government, pursuant to CTFNFA 16.6.7. The budget shall be in accordance with Government guidelines (CTFNFA 16.6.7 (all)).

Activities

The RRC shall undertake activities as may be found in:

- Chapter 10, in particular, 10.3.3 and 10.5.5;
- Chapter 14, Schedule A, 3.3;
- Chapter 16, in particular, 16.3.14.1, 16.5.1.4, 16.5.1.10, 16.5.1.12, 16.5.1.15, 16.6.0 (all), 16.7.7.1, 16.7.12.7, 16.7.12.8, 16.7.12.9, 16.7.12.10, 16.7.14, 16.7.15, 16.7.17.12(d), 16.8.0 (all), 16.9.1.5(a), 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.2 (all), 16.11.3.4, 16.11.9.1, 16.11.10 (all), 16.13.2, 16.13.3; and,
- Chapter 17, in particular, clauses 17.2.2 and 17.4.0 (all), 17.5.4.1.

Further information concerning activities associated with the RRC can be found in CTFNFA Plan Annex A (Activity Sheets) for the referenced clauses including but not limited to:

10.3.3, 10.5.2;
 Chapter 14, Schedule A, 3.1;
 16.6.2.1, 16.6.4.3, 16.6.15, 16.9.1.3, 16.9.1.4, 16.9.16, 16.11.3.4, 16.11.8, 16.11.10.4,
 16.11.10.5, 16.11.3.4, 16.13.2; and,
 17.2.2, 17.5.1, 17.5.3.

Funding

Pursuant to CTFNFA 16.6.8, the first budget year and multi-year financial forecast for the Carcross/Tagish Renewable Resources Council are as follows:

Year 1 Budget

All amounts expressed in 2002 constant dollars:

Administration	\$28,049
Meetings	\$44,879
Support	<u>\$11,649</u>
	\$84,577

Multi-Year Forecast

All amounts expressed in 2002 constant dollars:

Year 1	Year 2	Year 3
\$84,577	\$84,577	\$84,577

Part 5 - Budget Procedures and Financial Arrangements

1. The recommended first annual budget and a multi-year financial forecast for the Carcross/Tagish Renewable Resources Council ("RRC") is attached to the description of the Board in Part 4 of Annex B. Annual budgets prepared by the RRC in subsequent years will provide greater detail than that provided in the Year 1 Budget to better reflect the operational requirements of the RRC.
2. It is understood that the allocation for the RRC set out in this Plan is stated as 2002 constant dollars.
3. If the Minister requests the RRC or Regional Land Use Planning Commission to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.

ANNEX C -- INFORMATION STRATEGY

General Requirements

1. 28.3.2.4 specifies that an information strategy be included in the CTFNFA Plan to enhance community and general public awareness of the CTFNFA and implementation plans.
2. The following guidelines apply to this information strategy:
 - (a) To the extent possible, the CTFN strategy will be consistent and will utilize information developed as part of the UFA Information Strategy.
 - (b) Information distribution will be coordinated by the Parties. The Parties may agree to focus on specific information areas.
 - (c) Those areas of the agreements which require CTFN to maintain public registers, publish reports, etc. are deemed to be covered in the activity sheets in Annex A and are not considered as part of this strategy.
 - (d) It is assumed that the various local boards and committees, described in Annex B, will carry on their own information programs.
 - (e) The Parties will carry out their responsibilities in this information strategy within their existing resources and programs, exploring cost-effective options to communicate information about the CTFNFA, and, to the extent practicable, taking advantage of opportunities to coordinate their efforts and avoid duplication.

Integration with UFA Strategy

3. The CTFN strategy shall concentrate on those areas of the CTFNFA not covered in the materials produced under the UFA Information Strategy.
4. To the extent practicable, the Parties intend to utilize the UFA Land Claim Briefing Book and to develop inserts or additions to expand on CTFNFA provisions.
5. Where appropriate, CTFN may develop material in conjunction with or in addition to the CYI inserts in the central newsletter referenced in the UFA Information Strategy, and/or may use CYI information and CTFN information in local publications.

Utilization of Ratification Information

6. Whenever possible, information developed as part of the CTFN ratification process shall be utilized. This includes publications, audio tapes and videos.

General Division of Responsibilities under this Information Strategy

7. Government will have primary responsibility for informing the general public with regard to the provisions of the CTFNFA, CTFNSGA and specific areas set out in paragraph 13.
8. CTFN and Government will share responsibility for informing the local community of the provisions of the CTFNFA, CTFNSGA and specific areas set out in paragraph 13.
9. CTFN will have primary responsibility for informing CTFN citizens of the provisions of the CTFNFA, CTFNSGA and specific areas set out in paragraph 13.
10. CTFN and Government will coordinate information and activities that relate specifically to issues within the Traditional Territory of the CTFN arising from the CTFNFA by sharing advance drafts of communications materials. Government is not expected to share advance drafts of materials that relate to territory-wide issues in the CTFNFA.
11. Upon request, and to the extent possible, Government will provide to CTFN, publications and other written materials prepared by Government, for distribution by CTFN.
12. Government will make best efforts to provide interpreter services to Carcross/Tagish People and language services programs as may be in place from time to time.
13. The following table summarizes areas of the CTFNFA and CTFNSGA in which it is anticipated that information may be required from time to time. This list is not meant to be exhaustive but to serve as an initial guide in scoping the effort.

POTENTIAL AREAS FOR INFORMATION DISTRIBUTION

Chapter/Clause	Area of Concern	Note/Comment
2.2.0 (all) and CTFNSGA 3.0 (all)	Continuation of rights	-
2.9.3.1	Administration of overlap	Note 1
3.10.0 (all)	Continued enrollment	-
5.3.0 (all)	Maps and land descriptions	Note 1
Chapter 6	Access information (terms, trespass)	Note 1
Chapter 10	Special Management Area use and management	Co-ordinate with RRC
Chapter 13	Heritage sites (location, terms, accidental discovery)	Co-ordinate with RRC Note 1
Chapter 14	Traditional Use	-
Chapter 15	Identification of Site Specifics	Note 1
Chapter 16	General management	Co-ordinate with RRC
Chapter 17	Access, use	-
Chapter 18	Specified Substances vs. mineral use	-
Chapter 20	Settlement Corporation information	-
Chapter 21	Land taxation	-
Chapter 22	Economic development and employment opportunities	-
Chapter 24	CTFN as legal entity [CTFNSGA 9.0 (all)], delegation of power [CTFNSGA 12.0 (all)], law and justice applications [CTFNSGA 13.0 (all)], tax laws and status [CTFNSGA 14.0 (all), 15.0(all)]	-
28.0	Training plan	-

Note 1: Canada will provide to CTFN, upon request and to the extent practicable, maps and legal descriptions of Settlement Land described in 5.3.1.

Note 2: Upon request, Canada will provide to Carcross/Tagish People and CTFN, information pursuant to 22.5.5 and 22.5.6.

Note 3: Programs transferred under CTFNSGA 17.0 (all) are assumed to carry their own information strategy and are not covered here. Exceptions are current Department of Indian Affairs and Northern Development programs which may require consideration under this plan.

ANNEX D -- ECONOMIC PLANNING

1.0 Economic Planning

- 1.1 For the purpose of the CTFNFA Plan, CTFN and Government agree that economic activity by CTFN as a result of economic and employment opportunities arising from the CTFNFA will benefit from a cooperative approach towards implementation of the CTFNFA.
- 1.2 CTFN and Government agree that economic and employment planning are best achieved when the following principles are considered:
 - 1.2.1 effective communication regarding current programs, policies, initiatives and other matters to assist in the accessing of economic opportunities;
 - 1.2.2 development of effective intergovernmental relationships between the Parties;
 - 1.2.3 effective utilization of existing Government programs and other resources to assist in economic planning; and
 - 1.2.4 cooperation between CTFN and Government in the monitoring, review, evaluation and modification of their own economic development programs, policies and initiatives.
- 1.3 The following will be helpful to accomplish the planning provisions and objectives of the CTFNFA and are consistent with the principles in 1.1 and 1.2:
 - 1.3.1 Early establishment of the relationship between the Parties to ensure understanding and application of the economic and employment provisions of the CTFNFA;
 - 1.3.2 Coordination of activities necessary to putting economic and employment planning provisions into effect; and
 - 1.3.3 Review and identification of existing Government programs, services, finances and other resources which can be accessed or modified consistent with Government policy from time to time, to enable planning and implementation of CTFNFA Chapter 22.

ANNEX E -- COORDINATION OF CTFNFA AND CTFNSGA IMPLEMENTATION

General Requirements

1. CTFNFA 28.3.2.6 requires the Implementation Plan to specify means for coordination of the implementation of the CTFNFA and CTFNSGA.
2. CTFNSGA 23.1 specifies coordination of the CTFNFA and CTFNSGA Implementation Plans to the extent practicable.

Responsibilities

3. The CTFN government and its administrative structure, as established through the CTFN constitution adopted under the CTFNSGA, shall be recognized as the agency responsible for the implementation, on behalf of the CTFN, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the CTFNFA and CTFNSGA, when dealing with the CTFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and CTFN shall not be required to deal with such conflicts.

Specific Areas of Implementation Coordination

5. All on-going and specified period funding flowing to CTFN for implementation shall be transferred to CTFN through the self-government financial transfer agreement process described in CTFNSGA 16.0 (all).
6. The Dispute Resolution process of CTFNFA Chapter 26 shall be used to resolve all CTFNSGA disputes as described in CTFNSGA 24.0 (all).
7. The CTFNFA Plan general review process described in paragraph 6.1 of the CTFNFA Plan and in CTFNSGA 6.6.3 and 6.6.4 may be carried out simultaneously and in a coordinated fashion. Further, these reviews may be timed in such a way as to provide input to the negotiations to a new CTFNSGFTA as specified by CTFNSGA 16.3.6 and 16.13.
8. The information strategy carried out pursuant to the CTFNFA Plan (Annex C) shall consider the CTFNFA, the CTFNFA Plan, CTFNSGA and the CTFNSGA Plan.
9. The training needs for CTFN shall be integrated into a single plan which will take into account the training requirements of the CTFNFA, the CTFNFA Plan, CTFNSGA and the CTFNSGA Plan.

Other Potential Areas Requiring Coordination

10. While cross references between agreements have been provided on appropriate activity sheets, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION

(may include but are not limited to:)

REFERENCED CLAUSE (CTFNFA)	DEFINITIONS (CTFNSGA)	AREA OF CONCERN
Definitions	Definitions	Consistent application
2.0	3.0	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	CTFNFA amendments published in CTFN law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
5.0	25.0	Compatible land use regarding Appendix A Settlement Land and adjacent Non-Settlement Land
5.0	28.0	CTFN laws on Part 2, Appendix B Settlement Lands
19.0	16.8	CTFNSGFTA calculation regarding compensation
20.0	15.2, 15.3.5	Tax status of settlement corporations
20.6	14.0	Income tax
21.2.4	14.4	Property Taxes
21.2.4, 21.3, 21.4	26.0	Local government services
24.10.1	5.2	Amendment of Self-Government Legislation
CTFNFA	8.2.1, 8.3	Inconsistency and conflict

ANNEX F -- ECONOMIC DEVELOPMENT STRATEGIC INVESTMENT FUND

REPORTING REQUIREMENTS

1.0 Audit Requirements

- 1.1 CTFN shall cause the Economic Development Strategic Investment Fund ("the Fund") to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants (Chapter 22 Schedule A Part 1 10.7).
- 1.2 CTFN shall present this audit each year to an Assembly held in accordance with the CTFN Constitution (Chapter 22 Schedule A Part 1 10.7).
- 1.3 CTFN shall provide to Canada's designated representative appointed pursuant to FAIP 5.1 ("Canada's designated representative") a copy of this audit within 180 days of the end of the previous fiscal year (Chapter 22 Schedule A Part 1 10.9).

2.0 Annual Report Requirements

- 2.1 CTFN shall prepare an annual report comparing the activities of the Fund with the Terms of Reference in the manner and with the content set out in section 4.0 (Chapter 22 Schedule A Part 1 10.8).
- 2.2 CTFN shall present this report each year to an Assembly held in accordance with the CTFN Constitution (Chapter 22 Schedule A Part 1 10.8).
- 2.3 CTFN shall provide to Canada's designated representative a copy of this report within 180 days of the end of the previous fiscal year (Chapter 22 Schedule A Part 1 10.9).
- 2.4 Canada's designated representative shall provide CTFN with background information, including a copy of the "First Nations National Reporting Guide", to aid in the completion of this annual report.
- 2.5 The Parties agree to consider amendments to the content of the annual report from time to time in the event that Canada changes the content as it applies to other Economic Development projects.

3.0 Duration of Reporting Requirements

- 3.1 These reporting requirements shall apply to the Fund on an annual basis until the initial amount which was paid into the Fund by Canada is used for the purposes provided for in Chapter 22 Schedule A Part 1 10.4 (Chapter 22 Schedule A 10.10).
- 3.2 A final audit and report shall be prepared by CTFN upon termination of the Fund, in the form of the audit and annual report described above. This audit and report shall be presented to the next Assembly held in accordance with the CTFN Constitution, and shall also be provided to Canada's designated representative (Chapter 22 Schedule A Part 1 10.11 and 10.12).
- 3.3 After the receipt of the final audit and reports referred to in 3.2 by Canada's designated representative, the reporting requirements provided for in this Annex shall cease to apply.

4.0 Form and Content of Annual Report

- 4.1 The form and the content of the report are as portrayed on the following:

200__ - 200__ ECONOMIC DEVELOPMENT STRATEGIC INVESTMENT FUND REPORT

A: IDENTIFICATION

Recipient :		(101)
Contact :		(103)
Phone :	(867) ____ - ____	(104)
Position :		(105)
FAX :	(867) ____ - ____	(106)

B: FINANCIAL SUMMARY

REVENUES

Canada	\$ _____	(201)
Investments	\$ _____	(209)

TOTAL Revenues	\$ _____	(210)
-----------------------	----------	-------

EXPENDITURES / INVESTMENTS

Administration/Operations	\$ _____	(211)
Training / Education	\$ _____	(212)
Business Support	\$ _____	(213)
Economic Development related	\$ _____	(215)
Other (specify)	\$ _____	(216)

TOTAL Expenditures	\$ _____	(217)
---------------------------	----------	-------

C: STATISTICAL INFORMATION

200__ - 200__ Actual

TRAINING and EMPLOYMENT RESULTS:

Total Number of people placed in training programs:

Number employed at time of training:	_____ (302)
Number unemployed (not receiving of social assistance) at time of training:	_____ (303)
Number receiving social assistance at time of training:	_____ (304)
Number of people continuing in employment after training:	_____ (305)
Number of unemployed people placed in employment after training:	_____ (306)
Number of social assistance recipients placed in employment after training:	_____ (307)
Total number of training days:	_____ (308)
Number of students funded for secondary school equivalency programs	_____
Number of students funded for post secondary education	_____
Other Education	_____

BUSINESS SUPPORT RESULTS:

Total Number of businesses assisted during the year (expansions):

Number of existing businesses that received technical support:	_____ (310)
Number of existing businesses expanded:	_____ (311)
Number of jobs created by business expansions:	_____ (312)

Total Number of businesses assisted during the year (new starts):

Number of new businesses that received technical support:	_____ (314)
Number of new businesses started:	_____ (315)
Number of jobs created by new businesses:	_____ (316)

OTHER ECONOMIC DEVELOPMENT RELATED ACTIVITIES:

Number of other related activities that received technical support: _____ (321)
Number of new jobs created by these other related activities: _____ (322)

D: NARRATIVE INFORMATION (related to the 200__-200__ fiscal year)

TRAINING, EDUCATION AND EMPLOYMENT:

Objectives of the “Fund” -
(describe objectives contained in the “Terms of Reference”)

Resulting Activities -
(report on activities resulting from strategic investments of the “Fund”)

BUSINESS SUPPORT:

Objectives of the “Fund” -
(describe objectives contained in the “Terms of Reference”)

Resulting Activities -
(report on activities resulting from strategic investments of the “Fund”)

OTHER ECONOMIC DEVELOPMENT RELATED:

Objectives of the “Fund” -
(describe objectives contained in the “Terms of Reference”)

Resulting Activities -
(report on activities resulting from strategic investments of the “Fund”)

CERTIFICATION:

The information provided here is confirmed by:

Name: _____
Position: _____
Signature: _____
Date: _____

ANNEX G – COMMUNICATION AMONG PARTIES

1. Except as expressly provided otherwise, where any party to the CTFNFA is required by the CTFNFA to make a communication to another party to the CTFNFA the communication shall be delivered personally or by courier; transmitted by fax; mailed by prepaid registered or certified post in Canada; or delivered by any other means agreed to by the parties to the communication.
2. The communication will be considered to have been made and received:
 - a) if delivered personally or by courier, on the next business day after the day on which it was received by the addressee or a responsible representative of the addressee;
 - b) if transmitted by fax and the sender receives confirmation of the transmission, on the business day next following the day on which it was transmitted;
 - c) if mailed by prepaid registered or certified post in Canada, on the business day next following the day on which the post office certifies that the mail was delivered; or
 - d) if delivered by any other means agreed to by the parties to the communication, on the business day next following the day on which the agreed to means of delivery verifies the receipt.
3. A personally delivered, faxed or mailed communication shall be made to the address or fax number that may be communicated from time to time by a party to the CTFNFA. If no other address or fax number has been communicated for delivery of a particular communication, such communication will be made to the address or to the fax number of the intended recipient as provided below:
 - a) For Canada:

Attention: Deputy Minister
Indian Affairs and Northern Development
10 Wellington Street
Gatineau, Quebec K1A 0H4

Fax number: (819) 953-2251
 - b) For Yukon:

Attention: Deputy Minister
Executive Council Office
Box 2703
Whitehorse, Yukon Y1A 2C6

Fax number: (867) 393-6214

- c) For Carcross/Tagish First Nation:
- Attention: Khà Shâde Hénì
P.O. Box 130
Carcross, Yukon Y0B 1B0
- Fax number: (867) 821-4802
4. In this Annex, “communication” includes a notice, document, request, approval, authorization, or consent.

