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## 1. Relevant Documents, Studies and Practices – Yukon

### 1.1. Yukon Department of Justice<sup>1</sup>

- Old Crow Justice Committee - Vuntut Gwitchin First Nation, Old Crow, Yukon
    - New Justice Committee in November 1999;
    - Began with Family Group Conferencing;
    - Have dealt mostly with post-charge, Old Crow Liquor Prohibition Regulation tickets;
    - Implementing a victim assistance program with the RCMP.
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### 1.2. 2001-2002 Aboriginal Justice Strategy Contribution Agreement

THIS AGREEMENT made the 18th day of January, 2002.

BETWEEN:

GOVERNMENT OF YUKON, as represented by the Minister of Justice (“Yukon”)

AND:

VUNTUT GWITCHIN FIRST NATION (hereinafter referred to as “the Recipient”), as represented by its duly authorized representative

WHEREAS:

- A. Her Majesty the Queen in Right of Canada represented by the Minister of Justice of Canada (“Canada”) will provide financial assistance to the Recipient under the terms of the Aboriginal Justice Strategy Fund (the “Strategy”); and
- B. Yukon has agreed to share costs with Canada as a condition of the Strategy;

NOW THEREFORE the Parties hereto, in consideration of the covenants, understandings and undertakings hereinafter set out, do hereby agree as follows:

#### 1. CARRYING OUT THE PROJECT

- 1.1 The Recipient agrees to carry out the operation and development of the Old Crow Justice Committee Project (referred herein as the “Project”) in a manner acceptable to Yukon and, without limiting the generality of the foregoing, in accordance with:
  - 1.1.1 the Project Description (attached as Schedule A);
  - 1.1.2 the Goals and Objectives, (attached as Schedule B);

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<sup>1</sup> Government of Yukon, Department of Justice, Community Justice, <http://www.justice.gov.yk.ca/prog/cjps/cj/comjuscom.html>

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- 1.1.3 the Budget and Payment Schedule (attached as Schedule C and hereinafter referred to as the “Budget”); and,
- 1.1.4 the Work Plan (attached as Schedule D).

2. TERM

- 2.1 The term of this Agreement shall be from April 1, 2001 to March 31, 2002.

3. ASSISTANCE

- 3.1 The Yukon agrees to provide the Recipient with an amount not to exceed \$24,645 for the operation of the Project during the term of this Agreement.

**3.2** The financial assistance provided under 3.1 will be paid in the following manner:

- 3.2.1 A payment of \$10,000 upon execution of this Agreement;
- 3.2.2 An interim payment not to exceed \$10,000 depending on the cash flow requirements of the Recipient, and upon receipt and approval by Yukon of an interim financial statement in accordance with 4.1.5 and upon receipt and approval by Yukon of the written activity and statistical reports in accordance with 8.1.2; and
- 3.2.3 A final payment not to exceed \$4,645 upon receipt and approval of an audited final financial statement in accordance with 4.1.6 and upon receipt and approval of the written activity and statistical reports in accordance with 8.1.2.

3.3 The Yukon’s obligation to provide assistance under 3.1 is subject to the following:

- 3.3.1 money being appropriated by the Legislature for the purpose of this Agreement;
- 3.3.2 Canada agreeing to provide financial assistance to the Recipient in the amount set out in the Budget; and
- 3.3.3 the Recipient complying with the terms of this Agreement.

4. FINANCIAL ACCOUNTABILITY

4.1 With respect to the assistance provided by Yukon under 3.1 and the monies described in 3.3.2 the Recipient agrees:

- 4.1.1 to make expenditures only for the purpose of carrying out the Project;
- 4.1.2 to make expenditures only in accordance with the Budget;
- 4.1.3 to allocate the assistance received in accordance with this Agreement;
- 4.1.4 to maintain financial books and records, in accordance with generally accepted accounting procedures and methods, as well as other records to which the parties may agree, and to account for the assistance received under this Agreement separately from any other funds of the Recipient;

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- 4.1.5 to deliver to the Yukon an interim financial statement of its expenditures with respect to the Project for the period April 1, 2001 to September 30, 2001 due November 1, 2001, which statement shall be in a form acceptable to Yukon;
  - 4.1.6 to deliver to Yukon an audited final financial statement of its expenditures with respect to the Project for the period April 1, 2001 to March 31, 2002 due May 31, 2002, which statement shall be in a form acceptable to the Yukon; and
  - 4.1.7 to make available, during the term of this Agreement and up to and including one year from the date of termination of this Agreement, to the officers or agents of Yukon or Canada, for the purposes of audit or review, all financial books, records and statements upon reasonable notice and during the normal business hours of the Recipient.
- 4.2 Despite paragraph 4.1.2, reallocations between the budget items set out in the Budget, not exceeding twenty per cent (20%), are permissible. Reallocations that exceed the 20% limit require the prior written approval of Yukon.
- 4.3 Any assistance provided through this Agreement that is
- 4.3.1 unexpended by the Recipient at the termination of this Agreement;
  - 4.3.2 not properly expended for the purposes of the Agreement, in the opinion of Yukon; or,
  - 4.3.3 in excess of the reduced amount of assistance under 5.2;

shall constitute a debt due to Yukon and shall either be repaid immediately by the Recipient to Yukon or withheld by Yukon from funds otherwise due to the Recipient under this Agreement.

5. REDUCTION OF ASSISTANCE

- 5.1 The Recipient shall immediately advise the Yukon in writing if it receives additional payments or any other form of contribution, gift, or grant in respect of the Project from sources other than those set out in the Budget, or if Canada increases or reduces its contribution to the Project.
- 5.2 If it comes to the attention of Yukon that the Recipient received additional payments or any other form of contribution, gift, or grant in respect of the Project from sources other than those set out in the Budget, or that Canada has increased or reduced its contribution to the Project, Yukon may reduce the assistance provided under 3.1 by any amount it may decide.
- 5.3 Yukon will give the Recipient 30 days written notice before reducing its assistance.
- 5.4 The reduced amount of assistance under 5.2 shall be the amount of assistance for the purposes of this Agreement.

6. IMPACT ON SELF-GOVERNMENT NEGOTIATIONS

- 6.1 The parties agree that any assistance provided by Yukon under the terms of the Strategy is without prejudice to the administration of justice program and service transfer negotiations (the “Negotiations”) which may take place pursuant to a Yukon First Nation Self-Government Agreement.

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- 6.2 For the purposes of the Negotiations, the Recipient acknowledges that any assistance provided by Yukon under the terms of the Strategy will be determined by Yukon on an annual basis.
- 6.3 Unless the Parties otherwise agree, the provision of assistance by Yukon to the Recipient hereunder is not intended, in and of itself, to create a program or service for the purposes of the Negotiations.

7. CONFIDENTIALITY

- 7.1 Subject to paragraph 7.2, all information which the Recipient may obtain from clients or their legal counsel in carrying out the Project shall be treated by the Recipient as having the same confidentiality as solicitor and client communications. Any records maintained by the Recipient in respect of clients shall not be open to inspection except in accordance with the aforementioned principle.
- 7.2 Paragraph 7.1 is not intended to impede the compiling of information for evaluation or statistical purposes, provided that the identity of any particular client is not disclosed.

8. EVALUATION AND REPORTS

- 8.1 The Recipient agrees
  - 8.1.1 to maintain, in a manner acceptable to the Yukon, case files and other data which may be required for on-going monitoring, review, and evaluation of the Project;
  - 8.1.2 to provide Yukon a written activity and statistical report of Project activities covering April 2001 to December 2001 due January 30, 2002, and a final Project report due April 30, 2002; which reports, shall be in a form acceptable to Yukon;
  - 8.1.3 to undertake a self-evaluation of the Project in co-operation with, and at the request of, Yukon and Canada
  - 8.1.4 to co-operate with the Yukon Department of Justice, in the event that Yukon undertakes any evaluation studies in respect of this Project, the costs of such studies to be borne by Yukon; and
  - 8.1.5 to provide copies of any existing information, data, and statistics that Yukon reasonably requires to carry out such evaluation studies.

9. USE OF RESULTS

- 9.1 The Recipient shall retain copyright in any work produced by it as part of this Project; but the Recipient shall not contract away its copyright interest without the prior written approval of Yukon, and the Recipient hereby authorizes Yukon to produce, reproduce, or publish in any form or by any means the original work or any adaptation thereof in any language for use within the Yukon public service and for non-commercial distribution or dissemination.

10. PUBLIC ACKNOWLEDGMENT

- 10.1 Any information released or announced to the public by the Recipient concerning the Project shall adequately acknowledge the contribution made by Yukon.

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- 10.2 Any information released or announced to the public by Yukon concerning the Project shall adequately acknowledge the contribution made by the Recipient.
11. TERMINATION
- 11.1 Either party may terminate this Agreement without cause by giving the other party 30 days written notice of its intention to terminate.
- 11.2 If this Agreement is terminated under 11.1:
- 11.2.1 the Recipient shall, within 90 days of the date of termination, provide the Yukon with an audited financial statement pertaining to the Project for the applicable period of time up to and including the date of termination; and
- 11.2.2 clause 4.3 of this Agreement shall apply to any assistance that is unexpended at the termination of this Agreement.
- 11.2.3 Yukon shall withhold any assistance not advanced to the Recipient as at the date of termination.
12. DISPUTE RESOLUTION
- 12.1 In the event of a dispute between the parties arising out of this Agreement, the parties agree to attempt resolution through negotiation or other appropriate dispute resolution procedures.
13. DISCLAIMER
- 13.1 Nothing in this Agreement is intended to make the Recipient an agent of Yukon for any purpose whatsoever and the Recipient and its employees shall not be considered to be employees of Yukon.
- 13.2 The Recipient agrees not to hold itself or allow any person associated with the Project to hold himself or herself out as representing Yukon for any purpose whatsoever.
14. INDEMNIFICATION
- 14.1 The Recipient shall use due care in carrying out the Project and in performing this Agreement to ensure that no person is injured, no property is damaged or lost, and no rights infringed.
- 14.2 The Recipient agrees that Yukon shall not be liable for any injury to the Recipient, or for any damage to or loss of property of the Recipient caused by, arising from, or in any way related to the Project or to the performance of this Agreement.
- 14.3 The Recipient shall be solely responsible for
- 14.3.1 any injury (including death) to persons (including any officers, employees or agents of the Recipient), damage or loss to property or infringement of rights caused by, arising from, or related to the Project, the performance of this Agreement, or the breach of any term or condition of this Agreement by the Recipient or the officers, employees or agents of the Recipient; and
- 14.3.2 any omission or wrongful or negligent act of the Recipient, or of the officers, employees, or agents of the Recipient;

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and the Recipient shall save harmless and indemnify Yukon, its officers, employees, and agents from and against all claims, liabilities and demands with respect to paragraphs 14.3.1 and 14.3.2 with such indemnity surviving the expiry or termination of this Agreement.

14.4 Paragraphs 14.2 and 14.3 do not apply to the extent that the injury, damage, or loss was caused by the wrongful or negligent act of an officer or employee of Yukon while acting in the scope of his or her employment.

15. ASSIGNMENT

15.1 This Agreement may not be assigned by the Recipient without the prior written consent of Yukon.

16. SCHEDULES

16.1 The following schedules are incorporated into and form part of this Agreement:

Schedule A: Project Description  
Schedule B: Goals and Objectives  
Schedule C: Budget and Payment Schedule  
Schedule D: Work Plan

17. PROJECT NEGOTIATIONS

17.1 The parties shall conduct negotiations associated with the Project in a mutually respectful manner.

17.2 While the parties share a desire to keep the public informed, details of positions and documents exchanged or developed by the parties during negotiations associated with the Project will be confidential unless otherwise agreed to by the parties or unless public disclosure is required by any legislation relating to access to information or privacy.

17.3 The parties may issue joint statements to, or jointly attend meetings with, the media, individuals, groups, or organizations on the progress of any negotiations associated with the Project.

17.4 The parties shall consult with each other prior to any release to the media or the public of any information relating to Project negotiations.

17.5 No public consultation or public information process shall be used by any party as a means of encouraging support or developing public pressure for a particular negotiating position.

18. NOTICE

18.1 Any written communication, report or notice required pursuant to this Agreement may be given by delivering the same by prepaid post:

If to the Yukon to:

Community Justice Coordinator  
J-10/Department of Justice  
Government of Yukon  
P.O. Box 2703  
Whitehorse, Yukon

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Y1A 2C6

If to the Recipient to:

Old Crow Justice Committee  
c/o Vuntut Gwitchin First Nation  
General Delivery  
Old Crow, Yukon  
Y0B 1N0

IN WITNESS WHEREOF the parties by their duly authorized representatives have executed this Agreement hereunder this        day of January 2002.

**Government of Yukon**

**Vuntut Gwitchin  
First Nation**

per:

per:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness Witness

\_\_\_\_\_



## **SCHEDULE A**

### *Project Background And Description*

#### **1. The Vuntut Gwitchin and Old Crow**

The Vuntut Gwitchin is the name of a people in whose language their name means “people of the lakes.” They live in the northern most community of Old Crow located 128km (80miles) north of the Arctic Circle at the confluence of the Crow River and Porcupine River in Canada’s Yukon Territory.

The Vuntut Gwitchin are one of 19 communities spread out across the US State of Alaska and the Canadian territories of the Yukon and western Territories. Over 7500 people who together form the Gwitchin Nation inhabit these 19 villages and cities. Strategically placed by Gwitchin elders to overlap with the seasonal migration route of the 150,000 strong Porcupine Caribou Herd the Gwitchin village of Old Crow still depends on the herd for food, clothing and various crafts.

The Vuntut Gwitchin of Old Crow make up a community of approximately 300 people. A community with no road access to the rest of the world, one can only reach this village by boat in the summer, snow machine in the winter or plane year round. This isolation is a blessing for the Vuntut Gwitchin for it enables them to preserve their language, traditional pursuits such fishing, trapping, snow shoeing, dog mushing and hunting.

#### **2. Liquor Prohibition**

In the late 1980’s, the community of Old Crow lobbied for new legislation prohibiting liquor to be enacted in the community. The lobby, lead by the women in the community went to a vote. In October 1991, the community of Old Crow was successful in obtaining new legislation under the *Yukon Territorial Liquor Act.*, the *Old Crow Liquor Prohibition Regulations.*

Initially, the women and children of Old Crow had lobbied for the prohibition of alcohol in the community in hopes of creating a safer, healthier community for all men, women and children in which to reside and grow in. The idea was also to assist in identifying individuals (utilizing the formal court system) who had serious substance abuse issues and who required residential treatment.

The community decided that those who were charged under the *Regulations* would go before the Court, and at the minimum pay a fine to The Old Crow Human Development Fund. The fine money from this fund was to be used for Alcohol and Drug Awareness initiatives.

Since the enactment of the *Old Crow Liquor Prohibition Regulations* there has been much dissention amongst community members surrounding the liquor prohibition. In short, the community is split on the issue of prohibition.

It became obvious that all community members whether living a healthy sober lifestyle or still practicing alcohol abuse were unhappy with the way in which the formal Criminal Justice System was dealing with the liquor prohibition tickets issued in Old Crow.

As one elder in the community stated, “it was never our intent to send our boys to that place (Whitehorse Correctional Centre) out of our town, to learn bad things, and be locked away like animals, eat white man food, start using bad medicine (drugs). We only wanted people to get help, got out on the land, have faith in creator, be good parents and live the Old Crow way, the way Creator wanted us to.”

### **3. The Old Crow Community Justice Committee**

The Old Crow Community Justice Committee is a volunteer community based committee lead by a Justice Coordinator (3/4 time). There is 6 – 8 volunteer Committee members with representation from the Vuntut Gwitchin First Nation, the community of Old Crow and the local RCMP.

The Old Crow Community Justice Committee currently employs a Justice Coordinator who works 30 hours a week. The Coordinator is responsible for the day-to-day management of the project, supervision of committee members, promoting community awareness, preparing funding proposals and organizing community workshops and community treatment orientated programs. The Coordinator provides assistance to both victims and offenders in accessing resource services and liaising between community members and the various Justice Agencies outside of Old Crow.

### **4. Services Provided by the Old Crow Community Justice Committee**

The Old Crow Community Justice Committee initially planned to offer only Post Charge Diversion hearings for individuals in the community charged under the Old Crow Liquor Prohibition Regulations and the Motor Vehicle Act.

It quickly became apparent that there was a real need and demand from the community, as well as the formal court system that the Committee deals with other matters as well, ie. Mischief and Property offenses. The Committee decided to be open-minded, and assess each case in an individual manner. The Old Crow Community Justice Committee has dealt with several Property and Mischief Offenses by way of Post Charge Diversion.

The Old Crow Community Justice Committee deals with only Post Charge Diversion at this time, for both youth and adults. The committee will assess each case upon application. The criteria is as follows:

- 1) An admission of guilt or harm done must be made.
- 2) There must be a genuine display of remorse on the offender's part.
- 3) The offender is able to participate fully in the hearing. (No severe Mental Disabilities)
- 4) The particulars of the offense are reviewed, if it would not be in the "best interest" of the community to accept the case, or if the community feels post Charge Diversion would not be the most appropriate form of alternative justice to follow, then the case will be denied or referred elsewhere.
- 5) Does the committee have the resource and supports available for this case? (support for both Offenders and Victims)

Referral to the Old Crow Community Justice Committee can be done in a number of ways. The Justice Coordinator and Native Court Worker review the court docket prior to each court circuit and select possible appropriate cases for the Old Crow Community Justice Committee. The RCMP can refer an individual once a charge has been laid, any community member including victims, may make a referral. The offender may also apply in person to the Justice Coordinator to be heard by the Old Crow Community Justice Committee.

Once a case has been accepted a hearing date is set. The Committee notifies the victim and supports within one week of the hearing date. The victim is encouraged to attend with support. The offender is also encouraged to bring support. Supporters are screened in advance by the Justice coordinator to determine their suitability.

A Diversion Hearing is held and usually all eight committee members attend. A member of the RCMP (in most cases, the attending officer) reads out the charge. The offender is then given the opportunity to speak. The hearing is held in a circle formation to represent healing, trust, renewal, and respect. It is also seen to be more beneficial in creating a trusting, open-minded and heartfelt atmosphere. Every person in the circle is given an opportunity to speak. Once the Diversion Hearing is complete and conditions have been agreed upon, the offender signs a contract outlining the conditions.

If all parties agree, a contract is signed. When the contract is fulfilled the victim, RCMP, Crown Counsel, and Committee are notified. The RCMP and Crown Counsel are sent copies of the appropriate paperwork.

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The Committee is currently looking at the possibility of accepting Pre-Charge Diversion cases, concentrating on youth at risk, before they enter the Formal Justice System. In order to ensure that Offenders are held fully accountable for their actions, as well as to promote community accountability. This process also is in keeping with a more traditional Gwitchin way of Justice.

In addition to Post and Pre- Charge Diversion, the Committee also participates in a Victim Assistance Program in collaboration with the Old Crow RCMP. The Committee assists with referrals to Kaushee's Place, Dawson City Women's Shelter, Family Violence Prevention Unit, Child Abuse Treatment Centre, Victim Services, as well as various First Nations Wellness Programs in Yukon.

The Justice Coordinator spends a large portion of his time doing various referrals outside the community for clients, as well assisting clients in setting up supports in the community and in Whitehorse while they are out accessing counseling services not available in Old Crow. Clients are also given assistance to obtaining funding for travel outside of the community, food and shelter. Women and children are encouraged to use the Women's Shelter's to ensure safety, support and easy access to counseling programs.

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**Schedule B**

**GOALS AND OBJECTIVES**

**Old Crow Justice Committee 2001-2002**

**Goal 1: To hold offenders accountable, to involve the community and any victim in the process of developing community solutions that focus on healing and wellness.**

OBJECTIVES	RESPONSIBILITY
Provide access to post charge diversion hearings to the community of Old Crow.	Justice Coordinator, Old Crow Justice Committee, Vuntut Gwitchin First Nation and community of Old Crow.
Continue to provide Victim and Offender support in the community of Old Crow.	Justice Coordinator, Old Crow Justice Committee and Old Crow Victim Services Program (volunteer through RCMP).
Initiate FGC in the Chief Zzeh Gittlit School.	Old Crow Justice Committee & Chief Zzeh Gittlit School.

**Goal 2: Encourage community participation and involvement in the Old Crow Justice Committee.**

Objectives	Responsibility
Provide quarterly information/awareness sessions on the Old Crow Justice Committee for the community of Old Crow.	Justice Coordinator & Old Crow Justice Committee
Host information/awareness luncheons for the community, with one special luncheon for Elders only (with a translator).	Justice Coordinator & Old Crow Justice Committee
Host Family Group Conference Training for the community of Old Crow.	Justice Coordinator.
Host Meditation Training for the community of Old Crow.	Justice Coordinator.

**Goal 3: Enhance relationships between the community of Old Crow and various outside agencies and services.**

<i>Objectives</i>	<i>Responsibility</i>
Define roles and responsibilities to ensure effective cooperation and liaison between the Committee and justice related agencies outside of the community. (ie, Crown counsel)	Justice Coordinator and Committee.

**Schedule C**

**WORK PLAN**

***OLD CROW JUSTICE COMMITTEE***

April 1, 2001 to March 31, 2002

	TASK	TIMELINE
1.	Maintain records system of clients and office work related to the OCJC.	Ongoing
2.	Continue to promote OCJC and to recruit new members.	Ongoing.

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3.	Liaison regularly with RCMP and other justice related agencies (including Crown, Probation, Victim Services).	Ongoing.
4.	Provide victim and offender support in the community.	Ongoing.
5.	Review court dockets to determine potential OCJC clients.	Ongoing.
6.	Attend Justice Coordinator's meetings.	September, February
7.	Host community luncheons to promote education and awareness of the Old Crow Justice Committee (part of recruitment process).	Quarterly.
8.	Draft Policies and Procedures for Old Crow Justice Committee.	February 2002
9.	Justice Coordinator Evaluations (OCJC members to conduct two evaluations).	September, March
10.	Coordinate training opportunities for committee members, as well as interested members of the community.	Ongoing
11.	Provide written quarterly reports (including statistical and financial reports) and maintain files.	Ongoing
12.	Plan and prepare funding proposals for 2002/2002.	Feb, March 2002

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**Schedule D**

**BUDGET AND PAYMENT SCHEDULE**

FOR THE 2001-2002 ABORIGINAL JUSTICE STRATEGY CONTRIBUTION AGREEMENT BETWEEN THE YUKON AND  
VUNTUT GWITCHIN FIRST NATION

**PART A: BUDGET**  
**APRIL 1, 2001 TO MARCH 31, 2002**

	CANADA YUKON	VGFN	<i>Notes</i>
REVENUE			
Department of Justice Canada	24,645		
Yukon Justice	24,645		
Vuntut Gwitchin First Nation		19,720	
<b>TOTAL REVENUE</b>	<b><u>\$49,290</u></b>	<b><u>\$19,720</u></b>	
EXPENDITURES			
Justice Coordinator Salary	32,400		\$22.50/hr, 30hrs/wk
<b>Benefits</b>		9,720	
Accounting Services & Audit		4000	
Administrative Costs	750		Office supplies
Promotion/Consultation	1,500		I.e. community luncheons
Rent – office		3,600	
Communications		2,400	Phone, fax, internet.
Committee Operating Costs	3,800		Includes meeting supplies and client support
Training	2,960		Coordinator & Committee
Honorariums	4,600		Justice Committee
Travel	3,280		Justice Coordinator
<b>TOTAL EXPENDITURES</b>	<b><u>\$49,290</u></b>	<b><u>\$19,720</u></b>	

**PART B: PAYMENT SCHEDULE**

1. First Payment of \$10,000, upon execution of this Contribution Agreement, see 3.2.1 of the Agreement.
2. Second Payment not to exceed \$10,000 on February 15, 2002, upon receipt and approval of the interim financial statement and interim activity report, see 3.2.2 of the Agreement.
3. Third and Final Payment not to exceed \$4,645 upon receipt and approval of an audited financial statement and third written quarterly activity report and final Project report, see 3.2.3 of the Agreement.