

KLUANE FIRST NATION FINAL AGREEMENT

among

THE GOVERNMENT OF CANADA

and

KLUANE FIRST NATION

and

THE GOVERNMENT OF THE YUKON

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en français sous le titre :

Entente définitive de la Première nation de Kluane

AGREEMENT made this 18th day of October, 2003.

AMONG:

Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada");

AND

Kluane First Nation as represented by the Chief of Kluane First Nation (hereinafter referred to as "Kluane First Nation");

AND

The Government of the Yukon as represented by the Government Leader of the Yukon on behalf of the Yukon (hereinafter referred to as "the Yukon"),

being the parties to this Kluane First Nation Final Agreement (hereinafter referred to as "this Agreement").

WHEREAS:

Kluane First Nation asserts aboriginal rights, titles and interests with respect to its Traditional Territory;

Kluane First Nation wishes to retain, subject to this Agreement, the aboriginal rights, titles and interests it asserts with respect to its Settlement Land;

the parties to this Agreement wish to recognize and protect a way of life that is based on an economic and spiritual relationship between Kluane People and the land;

the parties to this Agreement wish to encourage and protect the cultural distinctiveness and social well-being of Kluane People;

the parties to this Agreement recognize the significant contributions of Kluane People and Kluane First Nation to the history and culture of the Yukon and Canada;

the parties to this Agreement wish to enhance the ability of Kluane People to participate fully in all aspects of the economy of the Yukon;

the Constitution Act, 1982, recognizes and affirms the existing aboriginal rights and treaty rights of the aboriginal peoples of Canada, and treaty rights include rights acquired by way of land claims agreements;

the parties to this Agreement wish to achieve certainty with respect to the ownership and use of lands and other resources of the Traditional Territory of Kluane First Nation;

the parties wish to achieve certainty with respect to their relationships with each other;

the parties to this Agreement have negotiated this land claims agreement securing for Kluane First Nation and Kluane People the rights and benefits set out herein;

Kluane First Nation, Canada and the Yukon have authorized their representatives to sign this land claims agreement;

NOW THEREFORE,

in consideration of the terms, exchanges of promises, conditions and provisos contained herein, the parties to this Agreement agree to the following.

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CHAPTER 1 - DEFINITIONS

In the Umbrella Final Agreement, the following definitions shall apply unless otherwise provided in a particular chapter.

"Act" includes ordinance.

Specific Provision

"Asi Keyi Natural Environment Park" means the park established pursuant to Schedule B - Asi Keyi Natural Environment Park attached to Chapter 10 - Special Management Areas, of this Agreement.

"Bed" of a body of water means the land covered so long by water as to mark it from vegetation, or as to mark a distinct character upon the vegetation where it extends into the water or upon the soil itself.

"Category A Settlement Land" means land which has been identified pursuant to 5.3.1, declared pursuant to 5.12.1.1, or designated pursuant to 7.5.2.8 (a) to be Category A Settlement Land and which has not ceased to be Settlement Land in accordance with 5.11.0.

"Category B Settlement Land" means land which has been identified pursuant to 5.3.1, declared pursuant to 5.12.1.2, or designated pursuant to 7.5.2.8 (b) to be Category B Settlement Land and which has not ceased to be Settlement Land in accordance with 5.11.0.

"Community Boundary" means:

- (a) for a municipality or hamlet designated under the Municipal Act, R.S.Y. 1986, c. 119, the boundary as set out in that Act; and
- (b) for a community not so designated, until such time as the community is designated a municipality or hamlet pursuant to the Municipal Act, R.S.Y. 1986, c. 119, the boundary as set out in the Yukon First Nation Final Agreement of that Yukon First Nation in whose Traditional Territory the community is located.

"Conservation" means the management of Fish and Wildlife populations and habitats and the regulation of users to ensure the quality, diversity and Long Term Optimum Productivity of Fish and Wildlife populations, with the primary goal of ensuring a sustainable harvest and its proper utilization.

"Construction Materials" includes rock, gravel, sand, marl, clay, earth, silt, pumice, volcanic ash, and materials derived therefrom or occurring as a constituent part thereof used in the construction and maintenance of public roads and other public works.

"Consult" or "Consultation" means to provide:

- (a) to the party to be consulted, notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
- (b) a reasonable period of time in which the party to be consulted may prepare its views on the matter, and an opportunity to present such views to the party obliged to consult; and
- (c) full and fair consideration by the party obliged to consult of any views presented.

"Council for Yukon Indians" includes any successor to the Council for Yukon Indians and, in the absence of any successor, the Yukon First Nations.

"Crown Land" means land vested from time to time in Her Majesty in Right of Canada, whether the administration and control thereof is appropriated to the Commissioner of the Yukon or not, but does not include Settlement Land.

"Decision Body" means the Government, a Yukon First Nation or both as determined by applying the same test set out in 12.13.0 for determination of the requirement to issue a Decision Document.

"Decision Document" means the document issued by the Decision Body pursuant to 12.6.3 or 12.12.1.

"Designated Heritage Site" means a Heritage Site designated as such pursuant to Laws of General Application.

"Developed Settlement Land" means any Parcel of Settlement Land designated as Developed Settlement Land in a Yukon First Nation Final Agreement or pursuant to 6.1.8 or 7.5.2.9.

"Documentary Heritage Resources" means Public Records or Non-Public Records, regardless of physical form or characteristics, that are of heritage significance, including correspondence, memoranda, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microforms, sound recordings, videotapes, machine-readable records, and any copy thereof.

"Effective Date" means the date on which a Yukon First Nation's Final Agreement takes effect.

"Encumbering Right" means every licence, permit or other right, and every right, title or

interest described in 5.4.2.

"Existing Mineral Right" means a Mineral Right, other than a right to locate a claim or an unrecorded right to explore for Minerals other than Petroleum, existing at the date the affected land became Settlement Land and includes any renewal or replacement of such a Mineral Right or a new right described in 5.4.2.4.

"Exotic Species" means a vertebrate animal of any species or sub-species that is not indigenous to the Yukon.

"Fee Simple Settlement Land" means land which has been identified pursuant to 5.3.1, declared pursuant to 5.12.1.3, or designated pursuant to 7.5.2.8 (b) to be Fee Simple Settlement Land and which has not ceased to be Settlement Land in accordance with 5.11.0.

"Fish" includes:

- (a) portions of fish;
- (b) shellfish, crustaceans, marine animals, marine plants and portions thereof;
- (c) the eggs, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals; and
- (d) such fish products and by-products as are prescribed pursuant to section 34 of the Fisheries Act, R.S.C. 1985, c. F-14.

"Flooding Right" means the right to expropriate, provided by Laws of General Application and the Umbrella Final Agreement, for constructing, maintaining and operating a hydro-electric or water storage facility.

"Freshwater Fish" means all Fish found in the Yukon other than Salmon, but does not include Exotic Species or Transplanted Population, unless otherwise agreed by the parties to a Yukon First Nation Final Agreement.

"Gas" means natural gas and includes all substances other than Oil that are produced in association with natural gas.

"Government" means Canada or the Yukon, or both, depending upon which government or governments have responsibility, from time to time, for the matter in question.

"Harvesting" means gathering, hunting, trapping or fishing in accordance with a Settlement Agreement.

"Heritage Resources" includes Moveable Heritage Resources, Heritage Sites and Documentary Heritage Resources.

"Heritage Site" means an area of land which contains Moveable Heritage Resources, or which is of value for aesthetic or cultural reasons.

Specific Provision

"KFN Core Area" means the area identified as Kluane First Nation Core Area on Map Sheet "KFN-WRFN Core Areas", Appendix B - Maps, which forms a separate volume to this Agreement.

"Kluane Firm" means an entity which complies with the legal requirements to carry on business in the Yukon and which is either:

(a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Kluane People or Kluane First Nation;

(b) a co-operative controlled by Kluane People or Kluane First Nation;

(c) a sole proprietorship operated by a person enrolled under this Agreement in accordance with the criteria established in Chapter 3 - Eligibility and Enrollment;

(d) a partnership in which at least 50 percent of the partners are Kluane People or Kluane First Nation; or

(e) any other legal entity more than 50 percent owned or controlled by Kluane First Nation or Kluane People.

"Kluane First Nation Constitution" has the same meaning as "Constitution" in the Kluane First Nation Self-Government Agreement.

"Kluane First Nation Council" means the Council of Kluane First Nation as defined in the Kluane First Nation Constitution.

"Kluane First Nation Self-Government Agreement" means the agreement concluded by Kluane First Nation with Canada and the Yukon respecting government by and for Kluane First Nation and brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1994, c. 35.

"Kluane Person or People" means a person, or persons, enrolled under this Agreement in accordance with the criteria established in Chapter 3 - Eligibility and Enrollment.

"Kluane Wildlife Sanctuary" means the area, if any, established from time to time as the "Kluane Wildlife Sanctuary" pursuant to the Wildlife Act, RSY 2002, c. 229.

"Land Set Aside" means land in the Yukon reserved or set aside by notation in the property records of the Northern Affairs Program, Department of Indian Affairs and Northern Development, for the use of the Indian and Inuit Program for Yukon Indian People.

"Law" includes common law.

"Laws of General Application" means laws of general application as defined by common law.

"Legislation" includes Acts, Regulations, orders-in-council and bylaws.

"Legislative Assembly" means the Council of the Yukon Territory as defined in the Yukon Act, R.S.C. 1985, c. Y-2.

"Local Government Services" means those services generally supplied by local government, including but not limited to recreational facilities, water, sewage, waste disposal, and road maintenance.

"Long Term Optimum Productivity" means the productivity required to ensure the long term continuation of a species or population while providing for the needs of Yukon Indian People and other harvesters and non-consumptive users of Fish and Wildlife in the short term.

"Major Highway" means a highway listed in Schedule A of Chapter 15 - Definitions of Boundaries and Measurement of Areas of Settlement Land.

"Migratory Game Birds" has the same meaning as in the Migratory Birds Convention Act, R.S.C. 1985, c. M—7.

"Mineral Right" means any licence, permit or other right to explore for, locate, develop, produce or transport any Minerals other than Specified Substances and to enter on land for those purposes.

"Minerals" means precious and base metals and other non-living, naturally occurring substances, whether solid, liquid or gaseous, and includes coal, Petroleum and Specified Substances.

"Mines" means mines, opened and unopened.

"Minister" means the Minister or Ministers of Government charged by Legislation with the responsibility, from time to time, for the exercise of powers in relation to the matter in question.

"Moveable Heritage Resources" means moveable non-documentary works or assemblies of works of people or of nature that are of scientific or cultural value for their archaeological, palaeontological, ethnological, prehistoric, historic or aesthetic features,

including moveable structures and objects.

"National Park" means land described in the schedules to the National Parks Act, R.S.C. 1985, c. N-14 within the Yukon.

"Natural Boundary" means a boundary, at any instant, corresponding to the position of a designated natural feature as it exists at that instant and the boundary position changes with the natural movements of the feature, so long as those movements are gradual and imperceptible from moment to moment.

"Navigable Water" means a stream, river, lake, sea or other body of water, used or capable of being used by the public for navigation by boats, kayaks, canoes, rafts or other small craft, or log booms on a continuous or seasonal basis, and includes any parts thereof interrupted by occasional natural obstructions or bypassed by portages.

"New Mineral Right" means any Mineral Right other than an Existing Mineral Right.

"Non-Settlement Land" means all land and water in the Yukon other than Settlement Land and includes Mines and Minerals in Category B Settlement Land and Fee Simple Settlement Land, other than Specified Substances.

"Oil" means crude oil, regardless of gravity, produced at a well head in liquid form, and any other hydrocarbons except coal and Gas and, without limiting the generality of the foregoing, includes hydrocarbons that may be extracted or recovered from deposits of oil sand, bituminous sand, oil shale or from any other type of deposits on the surface or subsurface.

"Parcel" means any particular portion of Settlement Land.

"Person" means any natural person or artificial entity capable of having rights or obligations and includes Government.

"Petroleum" means Oil or Gas.

"Property Taxes" means all municipal tax and tax on real property but, for greater certainty, does not include income tax, tax on goods and services, sales tax, or tax on transfer of real property.

"Proposed Site Specific Settlement Land" means a parcel of land identified by the notation "S" and a number on maps appended to each Yukon First Nation Final Agreement.

"Public Access for Wildlife Harvesting" means a public right of access set out in 16.12.3.

"Quarry" means a pit, excavation, or other place made by any means for the purpose of removing Construction Materials or a site identified for such purposes, and includes works, machinery, plants, and buildings below or above ground belonging to or used in connection with a Quarry.

"Regulation" includes a regulation or any instrument made in the execution of a power or authority conferred by an Act.

"Reserve" means a Reserve as defined in the Indian Act, R.S.C. 1985, c. I-5.

"Right to Work" includes the right to enter on, use and occupy the land or as much thereof and to such extent as may be necessary for the purpose of the working and extraction of Minerals.

"Road" means a territorial highway designated in section 8(2) of the Highways Regulations O.I.C 1979/79 as amended by O.I.C. 1987/100 and having a prescribed right-of-way width not exceeding 60 metres.

"Salmon" means Pacific Salmon of the species Oncorhynchus nerka including sockeye; Oncorhynchus kisutch including coho; Oncorhynchus gorbuscha including pink; Oncorhynchus keta including chum; and Oncorhynchus tshawytcha including chinook; anadromous whitefish and cisco (Coregonidae spp.); and anadromous Arctic char (Salvelinus alpinus).

"Settlement Agreement" means a Yukon First Nation Final Agreement or a Transboundary Agreement.

"Settlement Corporation" means a corporation as referred to in 20.4.2.

"Settlement Land" means Category A Settlement Land, Category B Settlement Land or Fee Simple Settlement Land.

"Settlement Legislation" means the Act of Parliament and the Act of the Yukon Legislative Assembly described in 2.4.2.

"Site Specific Settlement Land" means a Parcel of Proposed Site Specific Settlement Land which is described as Site Specific Settlement Land in a plan of survey confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.

"Specified Substances" means any of carving stone, flint, limestone, marble, gypsum, shale, slate, clay, sand, gravel, construction stone, sodium chloride, volcanic ash, earth, soil, diatomaceous earth, ochre, marl and peat.

"Specified Substances Right" means the right of a Yukon First Nation to take and use, without payment of any royalty, a Specified Substance.

"Surface Rights Board" means the Board established pursuant to 8.1.1.

"Sustainable Development" means beneficial socio-economic change that does not undermine the ecological and social systems upon which communities and societies are

dependent.

"Traditional Territory" means, subject to a Yukon First Nation Final Agreement, with respect to each Yukon First Nation and each Yukon Indian Person enrolled in that Yukon First Nation's Final Agreement, the geographic area within the Yukon identified as that Yukon First Nation's Traditional Territory on the map referred to in 2.9.0.

"Transboundary Agreement" means a land claims agreement with respect to:

- (a) any aboriginal claims in a Yukon First Nation's Traditional Territory by the Kaska Dena Council, Tahltan Tribal Council or Taku River Tlingits of British Columbia and the Dene/Metis of the Northwest Territories; and
- (b) any aboriginal claims in the Northwest Territories or British Columbia by Yukon Indian People.

"Transplanted Population" means, except as otherwise agreed by the parties to a Yukon First Nation Final Agreement, a population of Freshwater Fish or Wildlife that is intentionally introduced by Government or by an entity other than a Yukon First Nation, anywhere in the Yukon as part of a Freshwater Fish or Wildlife management program.

"Undeveloped Settlement Land" means all Settlement Land not designated Developed Settlement Land and any Settlement Land designated as Undeveloped Settlement Land pursuant to 6.1.8 or 7.5.2.9.

"Waterfront Right-of-Way" means the public right-of-way along Navigable Water described in 5.15.0.

Specific Provision

"WRFN Core Area" means the area identified as White River First Nation Core Area on Map Sheet "KFN-WRFN Core Areas", Appendix B - Maps, which forms a separate volume to this Agreement.

"White River Firm" has the same meaning as in Chapter 1 - Definitions, of the White River First Nation Final Agreement.

"White River First Nation Final Agreement" means the Yukon First Nation Final Agreement for White River First Nation.

"White River Person or People" has the same meaning as in Chapter 1 - Definitions, of the White River First Nation Final Agreement.

"Wildlife" means a vertebrate animal of any species or sub-species that is wild in the Yukon, but does not include Fish, and does not include Exotic Species or Transplanted Population, unless otherwise agreed by the parties to a Yukon First Nation Final

Agreement.

"Yukon First Nation" means one of the following:

Carcross/Tagish First Nation;
Champagne and Aishihik First Nations;
Dawson First Nation;

Specific Provision

For greater certainty, Dawson First Nation is now known as Tr'ondëk Hwëch'in.

Kluane First Nation;
Kwanlin Dun First Nation;
Liard First Nation;
Little Salmon/Carmacks First Nation;
First Nation of Nacho Nyak Dun;
Ross River Dena Council;
Selkirk First Nation;
Ta'an Kwach'an Council;
Teslin Tlingit Council;
Vuntut Gwitchin First Nation; or
White River First Nation.

"Yukon First Nations" means all of the Yukon First Nations defined as a Yukon First Nation.

"Yukon First Nation Burial Site" means a place outside a recognized cemetery where the remains of a cultural ancestor of a Yukon Indian Person have been interred, cremated or otherwise placed.

"Yukon First Nation Final Agreement" means a land claims agreement for a Yukon First Nation that includes provisions specific to that Yukon First Nation and incorporates the provisions of the Umbrella Final Agreement.

"Yukon Indian People" means more than one Yukon Indian Person.

"Yukon Indian Person" means a person enrolled under one of the Yukon First Nation Final Agreements in accordance with criteria established in Chapter 3 - Eligibility and Enrollment.

CHAPTER 2 - GENERAL PROVISIONS

2.1.0 The Umbrella Final Agreement

2.1.1 Ratification of the Umbrella Final Agreement by the Yukon First Nations, through the Council for Yukon Indians, and by Canada and the Yukon signifies their mutual intention to negotiate Yukon First Nation Final Agreements in accordance with the Umbrella Final Agreement.

Specific Provision

2.1.1.1	This Agreement is the Yukon First Nation Final Agreement for Kluane First Nation, concluded in accordance with 2.1.1.
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2.1.2 The Umbrella Final Agreement does not create or affect any legal rights.

2.1.3 A Yukon First Nation Final Agreement shall include the provisions of the Umbrella Final Agreement and the specific provisions applicable to that Yukon First Nation.

2.2.0 Settlement Agreements

2.2.1 Settlement Agreements shall be land claims agreements within the meaning of section 35 of the Constitution Act, 1982.

2.2.2 Nothing in a Yukon First Nation Final Agreement shall affect any aboriginal claim, right, title or interest of a Yukon First Nation claimed in British Columbia or the Northwest Territories.

2.2.3 Settlement Agreements shall not affect the identity of aboriginal people of the Yukon as aboriginal people of Canada.

2.2.4 Subject to 2.5.0, 5.9.0, 5.10.1 and 25.2.0, Settlement Agreements shall not affect the ability of aboriginal people of the Yukon to exercise, or benefit from, any existing or future constitutional rights for aboriginal people that may be applicable to them.

2.2.5 Settlement Agreements shall not affect the rights of Yukon Indian People as Canadian citizens and their entitlement to all of the rights, benefits and protection of other citizens applicable from time to time.

- 2.2.6 Nothing in Settlement Agreements shall affect the ability of Yukon First Nations or Yukon Indian People to participate in and benefit from, Government programs for status Indians, non-status Indians or native people, as the case may be. Benefits under such programs shall be determined by the general criteria for such programs established from time to time. Programs which apply to Yukon Indian People residing on a Reserve or on Land Set Aside shall not cease only by reason of the fact the land becomes Settlement Land pursuant to a Yukon First Nation Final Agreement.
- 2.2.7 Except as provided in Chapter 4 - Reserves and Lands Set Aside and Chapter 20 - Taxation, nothing in Settlement Agreements shall affect any rights or benefits Yukon First Nations or Yukon Indian People may have or be entitled to under the Indian Act, R.S.C. 1985, c. I-5.
- 2.2.8 The parties to the Umbrella Final Agreement shall negotiate the processes for ratification of the Umbrella Final Agreement and the ratification of those processes shall be sought at the same time as ratification of the Umbrella Final Agreement.
- 2.2.9 Each Yukon First Nation and Government shall negotiate the processes for ratification of that Yukon First Nation's Final Agreement and the ratification of those processes shall be sought prior to or at the same time as ratification of the Yukon First Nation Final Agreement.

Specific Provision	
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2.2.9.1	The process for ratification of this Agreement is set out in Schedule A - Ratification of the Kluane First Nation Final Agreement, attached to this chapter.
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2.2.9.2	For greater certainty, this Agreement is made when it is signed by representatives of the parties in both English and French and both versions of this Agreement shall be equally authoritative.
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- 2.2.10 The parties to a Transboundary Agreement shall negotiate the processes for ratification of that Transboundary Agreement and the ratification of those processes shall be sought prior to or at the same time as ratification of the Transboundary Agreement.
- 2.2.11 The enactment of Settlement Legislation shall be a condition precedent to the validity of Settlement Agreements which are ratified at the same time the Umbrella Final Agreement is ratified.

2.2.12 The passing of an order-in-council shall be a condition precedent to the validity of Yukon First Nation Final Agreements which are ratified subsequent to those Settlement Agreements referred to in 2.2.11.

2.2.13 Except as provided in Transboundary Agreements, nothing in Settlement Agreements shall be construed to affect, recognize or provide any rights under section 35 of the Constitution Act, 1982 for any aboriginal peoples other than persons who are eligible to be Yukon Indian People. *

Specific Provision

2.2.13.1 For greater certainty, if a superior court of the Yukon, the Federal Court of Canada, or the Supreme Court of Canada finally determines that White River First Nation has existing aboriginal rights under section 35 of the Constitution Act, 1982 that are adversely affected by a provision of this Agreement, the provision will operate and have effect to the extent that it does not adversely affect those rights.

2.2.14 Subject to 2.2.13, no right provided in Settlement Agreements for the benefit of any Person who is not a Yukon Indian Person or a Yukon First Nation shall be construed as a right within the meaning of section 35 of the Constitution Act, 1982.

2.2.15 Settlement Agreements shall be the entire agreement between the parties thereto and there shall be no representation, warranty, collateral agreement or condition affecting those Agreements except as expressed in them.

Specific Provision

2.2.15.1 Certain financial arrangements in addition to those in this Agreement are set out in a memorandum, attached as Appendix C to this Agreement. Appendix C does not form part of this Agreement.

* As amended. For federal approval of the amendment, see federal OIC 1997-1369. For Yukon approval of the amendment, see Yukon OIC 1997-161. For Council for Yukon Indians approval of the amendment, see the Resolution of its Leadership Board passed March 23, 1994.

2.2.15.2 Certain arrangements between Canada and Kluane First Nation relating to Kluane National Park and Kluane Game Sanctuary are set out in a memorandum which is not printed with and does not form part of this Agreement.

2.3.0 Amendment

- 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.
- 2.3.4 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 Final Agreement;

Specific Provision

(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 or 6.1.8 of this Agreement;
- (ii) Schedule B - Resolution of Overlapping Claims with Champagne and Aishihik First Nations, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that schedule;
- (iii) Schedule C - Resolution of Overlapping Claims with White River First Nation, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that schedule;
- (iv) Schedule D - Resolution of Overlapping Claims with Selkirk First Nation, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 7.0 of that schedule;
- (v) Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
- (vi) Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
- (vii) 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 Final Agreement; and

Specific Provision

(a) the Yukon Minister with responsibility for land claims may consent, on behalf of the Yukon, to any amendment to:

- (i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement;
- (ii) Schedule B - Resolution of Overlapping Claims with Champagne and Aishihik First Nations, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that schedule;
- (iii) Schedule C - Resolution of Overlapping Claims with White River First Nation, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that schedule;
- (iv) Schedule D - Resolution of Overlapping Claims with Selkirk First Nation, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 7.0 of that schedule;
- (v) Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
- (vi) Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
- (vii) 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.

Specific Provision

(a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of Kluane First Nation by a resolution of the Kluane First Nation Council.

(b) The Kluane First Nation Council shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3 (a), and all Persons shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3 (a).

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.

2.4.0 Settlement Legislation

2.4.1 Upon ratification of the Umbrella Final Agreement, and upon ratification of a Yukon First Nation Final Agreement, Canada shall recommend to Parliament, and the Yukon shall recommend to the Legislative Assembly, Settlement Legislation.

2.4.2 Prior to ratification of the Umbrella Final Agreement, the parties to the Umbrella Final Agreement shall negotiate guidelines for drafting the Act that Canada will recommend to Parliament and the Act that the Yukon will recommend to the Yukon Legislative Assembly, which shall, among other things:

2.4.2.1 approve, give effect to and declare valid those Settlement Agreements which have been ratified at the same time as the Umbrella Final Agreement and enable subsequently ratified Settlement Agreements to be approved, given effect and declared valid by order-in-council;

2.4.2.2 acknowledge that a Settlement Agreement is a land claims agreement within the meaning of section 35 of the Constitution Act, 1982;

2.4.2.3 provide that a Settlement Agreement is binding on third parties; and

2.4.2.4 provide that where there is any doubt in the meaning of Settlement Legislation, any Settlement Agreement may be examined as an aid to interpretation.

2.4.3 Government shall Consult the Council for Yukon Indians during the drafting of Settlement Legislation.

Specific Provision

2.4.3.1 Government shall Consult with Kluane First Nation during the drafting of any amendment to Settlement Legislation which affects Kluane First Nation.

2.5.0 Certainty

2.5.1 In consideration of the promises, terms, conditions and provisos in a Yukon First Nation's Final Agreement:

- 2.5.1.1 subject to 5.14.0, that Yukon First Nation and all persons who are eligible to be Yukon Indian People it represents, as of the Effective Date of that Yukon First Nation's Final Agreement, cede, release and surrender to Her Majesty the Queen in Right of Canada, all their aboriginal claims, rights, titles, and interests, in and to,
- (a) Non-Settlement Land and all other land and water including the Mines and Minerals within the sovereignty or jurisdiction of Canada, except the Northwest Territories, British Columbia and Settlement Land,
 - (b) the Mines and Minerals within all Settlement Land, and
 - (c) Fee Simple Settlement Land;
- 2.5.1.2 that Yukon First Nation and all persons eligible to be Yukon Indian People it represents, as of the Effective Date of that Yukon First Nation's Final Agreement, cede, release and surrender to Her Majesty the Queen in Right of Canada all their aboriginal claims, rights, titles and interests in and to Category A and Category B Settlement Land and waters therein, to the extent that those claims, rights, titles and interests are inconsistent or in conflict with any provision of a Settlement Agreement;
- 2.5.1.3 that Yukon First Nation and all persons eligible to be Yukon Indian People it represents, as of the Effective Date of that Yukon First Nation's Final Agreement, cede, release and surrender to Her Majesty the Queen in Right of Canada any claims, rights or causes of action which they may ever have had, may now have or may have hereafter, under, or arising out of Treaty 11; and
- 2.5.1.4 neither that Yukon First Nation nor any person eligible to be a Yukon Indian Person it represents, their heirs, descendants and successors, shall, after the Effective Date of that Yukon First Nation's Final Agreement, assert any cause of action, action for declaration, claim or demand of whatever kind or nature, which they ever had, now have, or may hereafter have against Her Majesty the Queen in Right of Canada, the Government of any Territory or Province, or any person based on,
- (a) any aboriginal claim, right, title or interest ceded, released or surrendered pursuant to 2.5.1.1 and 2.5.1.2,
 - (b) any aboriginal claim, right, title or interest in and to Settlement Land, lost or surrendered in the past, present or future, or
 - (c) any claim, right or cause of action described in 2.5.1.3.

- 2.5.2 Nothing in a Settlement Agreement shall be construed as an admission or assertion by that Yukon First Nation or Yukon Indian People that Treaty 11 has any application to or effect on Yukon First Nations or Yukon Indian People.
- 2.5.3 Government undertakes not to assert that Treaty 11 had or has any effect with respect to the rights, titles or interests of a Yukon First Nation or a Yukon Indian Person on Settlement Land.

2.6.0 Interpretation of Settlement Agreements and Application of Law

2.6.1 The provisions of the Umbrella Final Agreement, the specific provisions of the Yukon First Nation Final Agreement and Transboundary Agreement applicable to each Yukon First Nation shall be read together.

2.6.2 Settlement Legislation shall provide that:

- 2.6.2.1 subject to 2.6.2.2 to 2.6.2.5, all federal, territorial and municipal Law shall apply to Yukon Indian People, Yukon First Nations and Settlement Land;
- 2.6.2.2 where there is any inconsistency or conflict between any federal, territorial or municipal Law and a Settlement Agreement, the Settlement Agreement shall prevail to the extent of the inconsistency or conflict;
- 2.6.2.3 where there is any inconsistency or conflict between the provisions of the Umbrella Final Agreement and the specific provisions applicable to a Yukon First Nation, the provisions of the Umbrella Final Agreement shall prevail to the extent of the inconsistency or conflict;
- 2.6.2.4 where there is any inconsistency or conflict between Settlement Legislation and any other Legislation, the Settlement Legislation shall prevail to the extent of the inconsistency or conflict; and
- 2.6.2.5 where there is any inconsistency or conflict between the Inuvialuit Final Agreement in effect on the date of ratification of the Umbrella Final Agreement by Yukon First Nations and a Settlement Agreement, the Inuvialuit Final Agreement shall prevail to the extent of the inconsistency or conflict.

- 2.6.3 There shall not be any presumption that doubtful expressions in a Settlement Agreement be resolved in favour of any party to a Settlement Agreement or any beneficiary of a Settlement Agreement.
- 2.6.4 Nothing in any Settlement Agreement shall be construed as an admission by Government that Yukon First Nations or Yukon Indian People have any aboriginal rights, title or interests anywhere within the sovereignty or jurisdiction of Canada.
- 2.6.5 Nothing in a Settlement Agreement shall be construed to preclude any party from advocating before the courts any position on the existence, nature or scope of any fiduciary or other relationship between the Crown and the Yukon First Nations.
- 2.6.6 Settlement Agreements shall be interpreted according to the Interpretation Act, R.S.C. 1985, c. I-21, with such modifications as the circumstances require.
- 2.6.7 Objectives in Settlement Agreements are statements of the intentions of the parties to a Settlement Agreement and shall be used to assist in the interpretation of doubtful or ambiguous expressions.
- 2.6.8 Capitalized words or phrases shall have the meaning assigned in the Umbrella Final Agreement.
- 2.7.0 Access to Information and Privacy**
- 2.7.1 Notwithstanding any other provision of the Settlement Agreements, Government shall not be required to disclose any information that it is required or entitled to withhold under any Legislation relating to access to information or privacy. Where Government has a discretion to disclose any information, it shall take into account the objectives of the Settlement Agreements in exercising that discretion.
- 2.8.0 Remedies**
- 2.8.1 Neither Government, the Council for Yukon Indians, a Yukon First Nation, nor any Yukon Indian Person shall have a claim or cause of action in the event any provision of a Settlement Agreement or Settlement Legislation is found to be invalid by a court of competent jurisdiction.
- 2.8.2 Neither Government, the Council for Yukon Indians, a Yukon First Nation, nor any Yukon Indian Person shall challenge the validity of any provision of a Settlement Agreement or Settlement Legislation.

2.8.3 If any provision of a Settlement Agreement or Settlement Legislation is found by a court of competent jurisdiction to be invalid, the parties thereto shall make best efforts to amend that Agreement or the Settlement Legislation to remedy the invalidity or replace the invalid provision.

2.9.0 Internal Overlap and Transboundary Agreements

2.9.1 Subject to 2.9.2, each Yukon First Nation has provided to Government a map at a scale no smaller than 1:500,000 delineating its Traditional Territory within the Yukon as shown in each Yukon First Nation Final Agreement.

2.9.2 Prior to the ratification of the Umbrella Final Agreement by the Yukon First Nations, the Kluane First Nation and the White River First Nation shall provide maps, at a scale no smaller than 1:500,000, of their Traditional Territories, which Traditional Territories shall be delineated within the Traditional Territory map provided by the Kluane First Nation pursuant to 2.9.1.

Specific Provision	
2.9.2.1	The map referred to in 2.9.2 delineating the Traditional Territory of Kluane First Nation is set out as map "Kluane First Nation Traditional Territory (KFNTT)" in Appendix B - Maps, which forms a separate volume to this Agreement.

2.9.3 Prior to the ratification of a Yukon First Nation Final Agreement by the Yukon First Nation, any overlapping claim, right, title and interest, of other Yukon First Nations within its Traditional Territory as delineated pursuant to 2.9.1 or 2.9.2 shall be resolved to the satisfaction of the parties to that Yukon First Nation Final Agreement.

Specific Provision	
2.9.3.1	Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Traditional Territory of Kluane First Nation pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims with Champagne and Aishihik First Nations, Schedule C - Resolution of Overlapping Claims with White River First Nation and Schedule D - Resolution of Overlapping Claims with Selkirk First Nation, attached to this chapter.

2.10.0 Representation and Warranty

- 2.10.1 Each Yukon First Nation hereby represents and warrants to Government that it represents all Yukon Indian People who may have any aboriginal claims, rights, titles or interests in or to its Traditional Territory.
- 2.10.2 Each Yukon First Nation hereby indemnifies and forever saves harmless Her Majesty the Queen in Right of Canada from and against all suits and actions, causes of action, claims, demands, and damages, whether known or unknown, by any person eligible to be a Yukon Indian Person represented by the Yukon First Nation referred to in 2.10.1, which that person ever had, now has or may hereafter have against Canada or the Yukon relating to or in any way arising from the claims, rights, titles and interests described in 2.5.0, 5.9.0 and 5.10.1.

2.11.0 General

- 2.11.1 Except as expressly provided otherwise, any reference in a Settlement Agreement to Legislation, an Act or a provision of an Act includes:
 - 2.11.1.1 that Legislation, Act or provision of an Act, and any Regulations made thereunder, as amended from time to time; and
 - 2.11.1.2 any successor Legislation, Act or provision of an Act.
- 2.11.2 Successor Legislation includes territorial Legislation which replaces federal Legislation as a consequence of devolution of authority or responsibility from Canada to the Yukon.
- 2.11.3 For purposes of the application of provisions of the Umbrella Final Agreement to a Yukon First Nation, the then existing name of each Yukon First Nation is substituted for the term "Yukon First Nation" wherever it appears in 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.1 of the Umbrella Final Agreement.
- 2.11.4 Except as provided in 2.11.3, for purposes of the application of the provisions of the Umbrella Final Agreement to a Yukon First Nation, each Yukon First Nation Final Agreement and each Transboundary Agreement shall name which of that Yukon First Nation's then existing legal entities is to be substituted for the term "Yukon First Nation" wherever the context requires.

Specific Provision	
2.11.4.1	Kluane First Nation described in the Legislation giving effect to the Kluane First Nation Self-Government Agreement is the legal entity

referred to in 2.11.4.

- 2.11.5 Any legal entity described in 2.11.4 must have all the capacities, rights, powers and privileges of a natural person, subject to such special provisions as may be set out in that Transboundary Agreement or Yukon First Nation Final Agreement.
- 2.11.6 The act of acquiring or the holding of any rights, liabilities or obligations by any entity described in 2.11.4, shall not be construed to affect any aboriginal right, title or interest of that Yukon First Nation or any person eligible to be a Yukon Indian Person it represents.
- 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.

Specific Provision

2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0, 5.10.0 of this Agreement and section 6.0 of Part 1 of Schedule A, attached to Chapter 22 - Economic Development Measures, of this Agreement, Kluane 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 Kluane First Nation, or wholly controlled by Kluane 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 Kluane 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 Kluane People for any damage or loss suffered by Kluane People as a result of any failure of Kluane First Nation or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

- 2.11.8 Government may determine, from time to time, how and by whom any power or authority of Government or a Minister set out in a Settlement Agreement, other than the power to consent to an amendment pursuant to 2.3.0, shall be exercised.
- 2.11.9 The Supreme Court of the Yukon shall have jurisdiction in respect of any

action or proceeding arising out of Settlement Legislation or a Settlement Agreement.

2.11.10 Nothing in a Settlement Agreement shall be construed to limit any jurisdiction the Federal Court of Canada may have from time to time.

2.12.0 Boards

2.12.1 The provisions of 2.12.2 apply to the:

Enrollment Commission;

Yukon Land Use Planning Council;

Regional Land Use Planning Commissions;

Yukon Development Assessment Board;

Yukon Heritage Resources Board;

Yukon Geographical Place Names Board;

Yukon Water Board;

Fish and Wildlife Management Board, including the Salmon Sub-Committee;

Renewable Resources Councils;

Dispute Resolution Board;

Surface Rights Board;

Kluane National Park Management Board; and

any other entity agreed to in a Yukon First Nation Final Agreement.

2.12.2 Unless otherwise provided in a Settlement Agreement, the following provisions shall apply to a Board:

2.12.2.1 a majority of the members nominated by Yukon First Nations or the Council for Yukon Indians, as the case may be, and a majority of the members nominated by Government shall be residents of the Yukon;

2.12.2.2 the Council for Yukon Indians or Yukon First Nations, as the case may

be, and Government, shall put forward their nominees within 60 days of a request by the Minister;

- 2.12.2.3 appointments of Government nominees shall be made by the Minister as soon as practicable;
- 2.12.2.4 the Minister shall appoint as soon as practicable those persons nominated by Yukon First Nations or the Council for Yukon Indians, as the case may be;
- 2.12.2.5 in the event of a vacancy, the Board may discharge its duties with such members as have been nominated and appointed;
- 2.12.2.6 a member shall not be deemed to be in a position of conflict of interest solely by virtue of being a Yukon Indian Person;
- 2.12.2.7 members may only be removed for cause, provided however that, in addition to the grounds for removal for cause recognized generally in Law, a Board, may specify additional grounds in its procedures;
- 2.12.2.8 each Board shall prepare an annual budget for review and approval by Government and the approved expenses of the Board shall be a charge on Government;
- 2.12.2.9 each Board shall consider including in its annual budget funding to allow the Board to provide its members with cross cultural orientation and education, and other training directed to improving its members' ability to carry out their responsibilities, as well as funding for facilities to allow board members to carry out their responsibilities in their traditional languages;
- 2.12.2.10 each Board may adopt bylaws for its internal management and may make rules governing its procedures consistent with the Umbrella Final Agreement and with any Legislation establishing the Board;
- 2.12.2.11 appointments to a Board shall be for a three year term except that the term of initial appointments to a Board may, in the discretion of the nominating party, be less than but not exceed three years and any appointment replacing a member whose term has not expired shall only be for the unexpired portion of that term; and
- 2.12.2.12 members of Boards shall not be delegates of the parties who nominate or appoint them.

Specific Provision

2.13.0 Joint Action of Renewable Resources Councils
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2.13.1 For greater certainty, the Dän Keyi Renewable Resources Council may meet jointly with other Renewable Resources Councils to make a joint recommendation or decision respecting any matter within their authority.

SCHEDULE A

**RATIFICATION OF THE KLUANE FIRST NATION
FINAL AGREEMENT**

1.0 Definitions

1.1 In this schedule the following definitions shall apply:

"Collateral Agreements" means the Memorandum between Canada and Kluane First Nation in respect of a claim made by Kluane First Nation to the Indian Specific Claims Commission regarding Kluane National Park Reserve and the Kluane Game Sanctuary, referred to in 2.2.15.2 of this Agreement and Appendix C - Memorandum Regarding Certain Financial Arrangements referred to in 2.2.15.1.

"Members of the Kluane First Nation Band" means persons who are, as of the day 45 days before the first day of the vote, registered Indians of, or are members of, the Indian Act, R.S.C. 1985, c. I-5 Kluane First Nation Band, and for this purpose "registered" has the same meaning as in the Indian Act, R.S.C. 1985, c. I-5.

"Official Enrollment List" means the official enrollment list for the Kluane First Nation prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.

2.0 General

2.1 Ratification of this Agreement and the Collateral Agreements by Kluane First Nation in accordance with this schedule shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.

2.2 Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.

3.0 Ratification Committee

- 3.1 Upon initialling of this Agreement by the negotiators, signifying their intent to recommend it for ratification to their principals, a ratification committee (the "Ratification Committee") shall be established with responsibility for conducting the Kluane First Nation ratification process.
- 3.2 The Ratification Committee shall consist of three persons, one named by Kluane First Nation, one named jointly by Canada and the Yukon, and one named jointly by the other two persons named.
- 3.3 The Ratification Committee shall be an independent body and act at arm's-length from the parties to this Agreement and its members shall not be delegates of those who name them.
- 3.4 Following discussions with Kluane First Nation, the Ratification Committee shall prepare a budget for the ratification process, subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.

4.0 Official Voters List

- 4.1 For the purpose of ratifying this Agreement, the Collateral Agreements and the Kluane First Nation Self-Government Agreement, the Ratification Committee shall prepare an official voters list comprised of three lists as follows:

4.1.1 list one, which shall be comprised of all persons who are, as of the day 45 days before the first day of the vote, on the Official Enrollment List and are Members of the Kluane First Nation Band;

4.1.2 list two, which shall be comprised of all persons who are, as of the day 45 days before the first day of the vote, on the Official Enrollment List but are not Members of the Kluane First Nation Band; and

4.1.3 list three, which shall be comprised of all persons who are, as of the day 45 days before the first day of the vote, Members of the Kluane First Nation Band, but are not on the Official Enrollment List,

all of whom will be, as of the last day of the vote, at least 18 years of age.

4.2 At least 30 days before the first day of the vote, the Ratification Committee shall publish the official voters list in the offices of Kluane First Nation at Burwash Landing, in the City of Whitehorse and in such other communities as it considers necessary.

4.3 The Ratification Committee shall add to lists one, two or three of the official voters list, as the case may be, the name of any person, upon the request of that person, who at any time up to and including the last day of the vote is added to the Official Enrollment List or becomes a Member of the Kluane First Nation Band and who will be, as of the last day of the vote at least 18 years of age.

4.4 Only persons whose names appear on the official voters list shall be eligible to vote.

5.0 Information Campaign

5.1 The Ratification Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of this Agreement and the Collateral Agreements through the use of a communications strategy which may include videos, information booklets, community visits, door to door visits and accurate map reproductions.

5.2 Only printed, audio and visual material submitted by the Ratification Committee to, and approved by, the parties shall be made available or distributed to eligible voters by the Ratification Committee pursuant to 5.1. Material submitted by the Ratification Committee to a party shall be considered approved by that party unless the Ratification Committee receives written notice otherwise within 15 calendar days of the material being received by that party.

6.0 Voting Process

6.1 The day or days for the vote on the ratification of this Agreement and the Collateral Agreements shall be determined by the Kluane First Nation Council which shall advise the Ratification Committee in writing of the day or days determined not less than 60 days and not more than 90 days before the first day of the vote.

6.2 The vote shall be held at the offices of the Kluane First Nation, Burwash Landing, at the City of Whitehorse, and at such other places as the Ratification Committee considers necessary.

6.3 The Ratification Committee shall determine the means by which votes shall be cast, which may include mail-in ballots. The Ratification Committee shall make reasonable efforts to provide all eligible voters with a reasonable opportunity to vote. The Ratification Committee may conduct an advance vote on the day 14 days before the first day of the vote determined pursuant to 6.1.

6.4 The vote, and any advance vote, shall each be held on the same day or days in all polling locations.

6.5 The day or days of the vote, including the day of an advance vote, and the polling locations shall be posted in each community in which a ballot may be cast at least 14 days before the day of the advance vote, or if no advance vote, at least 21 days before the first day of the vote.

6.6 The vote shall be by secret ballot.

6.7 The ballot shall ask the following question:

Do you approve of the Kluane First Nation Final Agreement, the Collateral Agreements, the Kluane First Nation Self-Government Agreement, the dissolution of the Kluane First Nation Band, and the transfer of all of its liabilities and assets, including Burwash Landing Reserve No. 1, to Kluane First Nation?

6.8 The appearance and format of the ballot shall be approved by the parties to this Agreement.

6.9 The Ratification Committee shall receive and tabulate all ballots.

7.0 Ratification of this Agreement and the Collateral Agreements by Kluane First Nation

7.1 Kluane First Nation shall be considered to have ratified this Agreement and the Collateral Agreements if a majority of the eligible voters on lists one and two of the Official Voters list, together, cast a ballot approving this Agreement and the Collateral Agreements, and if the Kluane First Nation Self-Government Agreement is ratified in accordance with Schedule A of that agreement.

7.2 The Ratification Committee shall, as soon as practical and in any event no later than 7 days after the last day of the vote, or such other period of time as may be agreed to by the parties to this Agreement on request of the Ratification Committee, tabulate and publish the results of the vote showing:

7.2.1 the total number of persons on each of lists one, two and three of the official voters list;

7.2.2 the total number of ballots cast; and

7.2.3 the total number of ballots cast by persons on lists one and two of the Official Voters list, together, which approve this Agreement and the Collateral Agreements, which do not approve this Agreement and the Collateral Agreements, which are spoiled and which are rejected.

The Ratification Committee shall publish the results of the vote in the communities in which the official voters list was published pursuant to 4.2 and may publish the results in such other locations as the Ratification Committee determines.

7.3 The Ratification Committee shall prepare and submit to the parties to this Agreement, within 14 days after publishing the results pursuant to 7.2, a report setting out the results referred to in 7.2 and the details of the carrying out of the Kluane First Nation ratification process.

7.4 After ratification of this Agreement and the Collateral Agreements by Kluane First Nation but prior to signing of this Agreement and the Collateral Agreements by the parties, the chief negotiator on behalf of Canada, the principal negotiator on behalf of the Yukon, and the Kluane First Nation Council, on behalf of Kluane First Nation, may agree:

7.4.1 to minor amendments to the specific provisions of this Agreement;

7.4.2 to amend Appendix A - Settlement Land Descriptions, attached to this Agreement; and

7.4.3 to amend Appendix B - Maps, which forms a separate volume to this Agreement.

8.0 Ratification of this Agreement and the Collateral Agreements by Government

8.1 This Agreement may be presented by the Yukon Minister with responsibility for land claims to the Executive Council for ratification prior to ratification by Kluane First Nation, and if not so presented, shall be so presented within three months after the Ratification Committee submits its report pursuant to 7.3 if the results of the vote constitute a ratification of this Agreement and the Collateral Agreement by Kluane First Nation.

8.2 This Agreement and the Collateral Agreements may be presented by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, prior to ratification by Kluane First Nation, and if not so presented, shall be so presented within three months after the Ratification Committee submits its report pursuant to 7.3 if the results of the vote constitute a ratification of this Agreement and the Collateral Agreements by Kluane First Nation.

9.0 Signing of this Agreement and the Collateral Agreements

9.1 This Agreement shall be signed by representatives of Kluane First Nation, Canada and the Yukon, and the Collateral Agreements shall be signed by representatives of Kluane First Nation and Canada, as soon as practical after ratification by the parties.

9.2 As soon as practical after the signing of this Agreement, the Yukon Minister with responsibility for land claims and the Minister of Indian Affairs and Northern Development shall sponsor orders-in-council approving, giving effect to and declaring valid this Agreement.

9.3 Government shall Consult with Kluane First Nation before recommending to the Governor in Council or the Commissioner in Executive Council, as the case may be, the orders-in-council approving, giving effect to and declaring valid this Agreement.

SCHEDULE B

**RESOLUTION OF OVERLAPPING CLAIMS WITH CHAMPAGNE AND AISHIHIK
FIRST NATIONS**

1.0 Definitions

In this schedule, the following definitions shall apply.

"KFN-CAFN Overlapping Area" means that part of the Traditional Territory of Champagne and Aishihik First Nations and the Traditional Territory of Kluane First Nation which overlap.

"Champagne and Aishihik First Nations" and the "Traditional Territory of Champagne and Aishihik First Nations" have the same meanings as in the Champagne and Aishihik First Nations Final Agreement.

"Champagne and Aishihik First Nations Final Agreement" means the Yukon First Nation Final Agreement for Champagne and Aishihik First Nations.

"KFN-CAFN Overlap Resolution Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates the KFN-CAFN Overlapping Area.

2.0 Agreements

2.1 Kluane First Nation shall make best efforts to reach agreement with Champagne and Aishihik First Nations on a KFN-CAFN Overlap Resolution Boundary.

2.2 The location of a KFN-CAFN Overlap Resolution Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.

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, Kluane First Nation may agree with Champagne and Aishihik First Nations to establish a panel of elders to consider and make recommendations to those Yukon First Nations on a KFN-CAFN Overlap Resolution 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 Champagne and Aishihik First Nations and Kluane First Nation.

2.5 A recommendation of a panel on the location of a KFN-CAFN Overlap Resolution Boundary which is accepted by Kluane First Nation and Champagne and Aishihik First Nations 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.

3.0 Dispute Resolution

3.1 In the absence of an approved agreement on the location of a KFN-CAFN Overlap Resolution Boundary referred to in 2.2 or 2.5, any party to this Agreement or Champagne and Aishihik First Nations may at any time after one year from the Effective Date of this Agreement refer the matter of the location of a KFN-CAFN Overlap Resolution Boundary 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 have the power:

3.2.1 to determine a KFN-CAFN Overlap Resolution Boundary in the KFN-CAFN Overlapping Area, in addition to the other powers provided in Chapter 26 - Dispute Resolution; and

3.2.2 where a recommendation of a panel under 2.4 has been accepted by Champagne and Aishihik First Nations and Kluane First Nation 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.

3.3 The parties to this Agreement may amend a KFN-CAFN Overlap Resolution Boundary with the consent of Champagne and Aishihik First Nations.

3.4 A map or other description of the location of a KFN-CAFN Overlap Resolution Boundary agreed to by the parties to this Agreement or determined by a person appointed pursuant to 3.1 shall be included in Appendix B - Maps which forms a separate volume to this Agreement without any further action by the parties to this Agreement.

4.0 Application of this Agreement in the KFN-CAFN Overlapping Area

4.1 The following provisions shall not apply in that part of the Traditional Territory of Kluane First Nation which, from time to time, is included in the KFN-CAFN Overlapping Area:

Chapter 2 2.13.1

Chapter 10 10.3.3

10.5.5

Schedule C - Kluane National Park, attached to Chapter 10 -
Special Management Areas

Chapter 13 13.12.1.1 to 13.12.1.8

Chapter 16 16.5.1.1(b) and (c)

16.5.1.2 to 16.5.1.7

16.6.0

16.9.1.3 to 16.9.1.14

16.9.10.1

16.11.1 to 16.11.10

Chapter 17 17.4.0

17.5.4.1, 17.5.4.2 and 17.5.4.3

17.14.2.1 to 17.14.2.11

Chapter 22 Schedule A - Economic Measures, Part I, 1.0 - 9.0 and 12.0

Schedule A - Economic Measures, Part II.

5.0 Relationship of this Agreement with the Champagne and Aishihik First Nations Final Agreement

5.1 Where there is an inconsistency or conflict between a provision of this Agreement which applies in the KFN-CAFN Overlapping Area and a provision of the Champagne and Aishihik First Nations Final Agreement which applies in the KFN-CAFN Overlapping Area, the provision of this Agreement which is inconsistent or in conflict shall not apply, to the extent of the inconsistency or conflict.

6.0 Traplines

6.1 A trapline which is situated more than 50 percent in the KFN-CAFN 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 that part of the Traditional Territory of Kluane First Nation which does not overlap the Traditional Territory of Champagne and Aishihik First Nations; or

6.1.2 Kluane First Nation and Champagne and Aishihik First Nations agree.

7.0 Consultation in the KFN-CAFN Overlapping Area

7.1 Government shall Consult with Kluane First Nation respecting any matter in the KFN-CAFN Overlapping Area which may affect the rights of Kluane People or Kluane First Nation set out in this Agreement but which, pursuant to 4.1, do not apply in the KFN-CAFN Overlapping Area.

8.0 Alternative Proposals

8.1 Nothing in this schedule shall limit the ability of the parties to this Agreement and Champagne and Aishihik First Nations from agreeing to arrangements other than as set forth in 2.0 for resolving any overlapping claim, right, title and interest in a KFN-CAFN Overlapping Area.

SCHEDULE C

RESOLUTION OF OVERLAPPING CLAIMS WITH WHITE RIVER FIRST NATION

1.0 Definitions

In this schedule, the following definitions shall apply.

"KFN-WRFN Overlap Resolution Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates the KFN-WRFN Overlapping Area.

"KFN-WRFN Overlapping Area" means that part of the Traditional Territory of Kluane First Nation and the Traditional Territory of White River First Nation which overlap.

2.0 Agreements

2.1 Kluane First Nation shall make best efforts to reach agreement with White River First Nation on a KFN-WRFN Overlap Resolution Boundary.

2.2 The location of a KFN-WRFN Overlap Resolution Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.

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, Kluane First Nation may agree with White River First Nation to establish a panel of elders to consider and make recommendations to Kluane First Nation and White River First Nation on a KFN-WRFN Overlap Resolution 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 Kluane First Nation and White River First Nation.

2.5 A recommendation of a panel on the location of a KFN-WRFN Overlap Resolution Boundary which is accepted by Kluane First Nation and White River 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.

3.0 Dispute Resolution

3.1 In the absence of an approved agreement on the location of a KFN-WRFN Overlap Resolution Boundary referred to in 2.2 or 2.5, any party to this Agreement or White River First Nation may, at any time after one year from the Effective Date of this Agreement or a White River First Nation Final Agreement, whichever occurs later, refer the matter of the location of a KFN-WRFN Overlap Resolution Boundary to the dispute resolution process under 26.3.0 provided:

3.1.1. that the White River First Nation Final Agreement contains specific provisions substantially the same as this schedule; or

3.1.2 Kluane First Nation and White River 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 have the power:

3.2.1 to establish a KFN-WRFN Overlap Resolution Boundary within that portion of the Traditional Territory of Kluane First Nation which is not within the KFN Core Area or the WRFN Core Area, in addition to the other powers provided in Chapter 26 - Dispute Resolution;

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.

3.3 The parties to this Agreement may amend a KFN-WRFN Overlap Resolution Boundary with the consent of White River First Nation.

3.4 A map or other description of the location of a KFN-WRFN Overlap Resolution Boundary agreed to by the parties to this Agreement or determined by a person appointed pursuant to 3.1 shall be included in Appendix B - Maps which forms a separate volume to this Agreement without any further action by the parties to this Agreement.

4.0 Application of this Agreement in KFN-WRFN Overlapping Area

4.1 The provisions of this Agreement listed in Column 2 shall not apply to the extent indicated in Column 3 beside each provision in that part of the Traditional Territory of Kluane First Nation which is, from time to time, included in the KFN-WRFN Overlapping Area:

Column 1	Column 2	Column 3
Chapter 2	2.13.1	Not apply outside KFN Core Area
Chapter 10	10.3.3	Not apply outside KFN Core Area
	10.4.1 to 10.4.6	Not apply within WRFN Core Area
	10.4.8 and 10.4.9	Not apply within WRFN Core Area
	10.5.5	Not apply outside of KFN Core Area
	Schedule B, 6.0	Not apply
Chapter 11	11.4.2.1	Not apply within WRFN Core Area
Chapter 13	13.4.6.5	Not apply within WRFN Core Area
	13.8.1.3 to 13.8.1.6	Not apply within WRFN Core Area
	13.8.3.1 to 13.8.3.3	Not apply within WRFN Core Area
	13.9.1.2 and 13.9.1.3	Not apply within WRFN Core Area
	13.9.2	Not apply within WRFN Core Area
	13.9.3	Not apply within WRFN Core Area
	13.9.7	Not apply within WRFN Core Area
	13.11.2	Not apply within WRFN Core Area
	13.12.1.1 to 13.12.1.8	Not apply outside of KFN Core Area
Chapter 14	14.9.1	Not apply within WRFN Core Area
	14.9.2	Not apply within WRFN Core Area

Chapter 16	16.4.2	Only in the event that a White River First Nation Final Agreement comes into effect which provides that 16.4.2 of that agreement does not apply within the KFN Core Area, Not apply within WRFN Core Area
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16.5.1.1(b) and (c)	Not apply outside of KFN Core Area
16.5.1.2 to 16.5.1.7	Not apply outside of KFN Core Area
16.5.3	Not apply within WRFN Core Area
16.6.0	Not apply outside of KFN Core Area
16.9.1.3 to 16.9.1.14	Not apply outside of KFN Core Area
16.9.5.1	Not apply outside of KFN Core Area
16.9.10.1	Not apply outside of KFN Core Area
16.11.1 to 16.11.10	Not apply outside of KFN Core Area

Chapter 17	17.4.0	Not apply outside of KFN Core Area
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17.5.4.1 to 17.5.4.5	Not apply outside of KFN Core Area
17.7.2	Not apply within WRFN Core Area
17.14.1	Not apply within WRFN Core Area
17.14.2.2 to 17.14.2.11	Not apply outside of KFN Core Area

Chapter 22	Schedule A Part I	Not apply outside of KFN Core Area
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1.0 to 9.0 and 12.0	Not apply outside of KFN Core Area.
Schedule A Part II 1.0 to 5.0	

5.0 Relationship of this Agreement with the White River First Nation Final Agreement

5.1 Where there is an inconsistency or conflict between a provision of this Agreement which applies in the KFN-WRFN Overlapping Area and a provision of a White River First Nation Final Agreement which applies in the KFN-WRFN Overlapping Area, the provision of this Agreement which is inconsistent or in conflict shall not apply, to the extent of the inconsistency or conflict.

5.2 Government shall make best efforts to ensure that provisions substantially the same as this schedule are included in a White River First Nation Final Agreement.

5.3 Government shall not agree in a White River First Nation Final Agreement to provisions which resolve conflicts or inconsistencies between that agreement and this Agreement in any manner other than as set out in this schedule, without the consent of Kluane First Nation.

6.0 Traplines

6.1 Subject to 6.1 of Schedule B - Resolution of Overlapping Claims with Champagne and Aishihik First Nations and 6.1 of Schedule D - Resolution of Overlapping Claims with Selkirk First Nation, a trapline which is situated more than 50 percent in the KFN-WRFN 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 KFN Core Area;

6.1.2 more than 50 percent of that trapline is situated in those portions of the Traditional Territory of Kluane First Nation that do not overlap the Traditional Territory of White River First Nation; or

6.1.3 Kluane First Nation and White River First Nation agree.

7.0 Consultation outside of the KFN Core Area

7.1 Government shall Consult with Kluane First Nation respecting any matter within the Traditional Territory of Kluane First Nation but outside of the KFN Core Area and outside of the WRFN Core Area which may affect the rights of Kluane People or Kluane First Nation set out in this Agreement but which, pursuant to 4.1, does not apply outside of the KFN Core Area.

8.0 Alternative Proposals

8.1 Nothing in this schedule shall limit the ability of the parties to this Agreement and White River First Nation from agreeing to arrangements other than as set forth in 2.0 for resolving any overlapping claim, right, title and interest in a KFN-WRFN Overlapping Area.

SCHEDULE D

RESOLUTION OF OVERLAPPING CLAIMS WITH SELKIRK FIRST NATION

1.0 Definitions

In this schedule, the following definitions shall apply.

"KFN-SFN Overlapping Area" means that part of the Traditional Territory of the Selkirk First Nation and the Traditional Territory of Kluane First Nation which overlap.

"KFN-WRFN Overlap Resolution Boundary" has the same meaning as in Schedule C - Resolution of Overlapping Claims with White River First Nation, attached to this chapter.

"KFN-SFN Overlap Resolution Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates the KFN-SFN Overlapping Area.

"Selkirk First Nation" and "Traditional Territory of Selkirk First Nation" have the same meanings as in the Selkirk First Nation Final Agreement.

"Selkirk First Nation Final Agreement" means the Yukon First Nation Final Agreement for Selkirk First Nation.

2.0 Agreement

2.1 Kluane First Nation shall make best efforts to reach agreement with Selkirk First Nation that the boundary which eliminates the KFN-SFN Overlapping Area will be the KFN-WRFN Overlap Resolution Boundary when established.

2.2 The location of a KFN-SFN Overlap Resolution Boundary is subject to approval by the other parties to this Agreement.

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, Kluane First Nation may agree with Selkirk First Nation to establish a panel of elders to consider and make recommendations to Kluane First Nation and Selkirk First Nation on a KFN-SFN Overlap Resolution 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 Kluane First Nation and Selkirk First Nation.

2.5 A recommendation of a panel on the location of a KFN-SFN Overlap Resolution Boundary which is accepted by Kluane First Nation and Selkirk 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.

3.0 Dispute Resolution

3.1 In the absence of an approved agreement on the location of a KFN-SFN Overlap Resolution Boundary referred to in 2.2 or 2.5, any party to this Agreement or Selkirk First Nation may, at any time after one year from the Effective Date of this Agreement refer the matter of the location of a KFN-SFN Overlap Resolution Boundary 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 have the power:

3.2.1 to establish a KFN-SFN Overlap Resolution Boundary, in addition to the other powers provided in Chapter 26 - Dispute Resolution;

3.2.2 where a recommendation of a panel under 2.4 has been accepted by Kluane First Nation and Selkirk First Nation 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.

3.3 The parties to this Agreement may amend a KFN-SFN Overlap Resolution Boundary with the consent of Selkirk First Nation.

3.4 A map or other description of the location of a KFN-SFN Overlap Resolution Boundary agreed to by the parties to this Agreement or determined by a person appointed pursuant to 3.1 shall be included in Appendix B - Maps which forms a separate volume to this Agreement without any further action by the parties to this Agreement.

4.0 Application of this Agreement in the KFN-SFN Overlapping Area

4.1 The following provisions shall not apply in that part of the Traditional Territory of Kluane First Nation which, from time to time, is included in the KFN-SFN Overlapping Area:

Chapter 2 2.13.1

Chapter 10 10.3.3

10.5.5

Schedule C - Kluane National Park, attached to Chapter 10 -
Special Management Areas

Chapter 13 13.12.1.1 to 13.12.1.8

Chapter 16 16.5.1.1(b) and (c)

16.5.1.2 to 16.5.1.7

16.6.0

16.9.1.3 to 16.9.1.14

16.9.10.1

16.11.1 to 16.11.10

Chapter 17 17.4.0

17.5.4.1, 17.5.4.2 and 17.5.4.3

17.14.2.1 to 17.14.2.11

Chapter 22 Schedule A - Economic Measures, Part I, 1.0 - 9.0 and 12.0

Schedule A - Economic Measures, Part II.

5.0 Relationship of this Agreement to the Selkirk First Nation Final Agreement

5.1 Where there is an inconsistency or conflict between a provision of this

Agreement which applies in the KFN-SFN Overlapping Area and a provision of the Selkirk First Nation Final Agreement which applies in the KFN-SFN Overlapping Area, the provision of this Agreement which is inconsistent or in conflict shall not apply, to the extent of the inconsistency or conflict.

6.0 Traplines

6.1 Subject to 6.1 of Schedule C - Resolution of Overlapping Claims with White River First Nation, a trapline which is situated more than 50 percent in the KFN-SFN 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 part of the Traditional Territory of Kluane First Nation which does not overlap the Traditional Territory of Selkirk First Nation; or

6.1.2 Kluane First Nation and Selkirk First Nation agree.

7.0 Alternative Proposals

7.1 Nothing in this schedule shall limit the ability of the parties to this Agreement and Selkirk First Nation from agreeing to arrangements other than as set forth in 2.0 for resolving any overlapping claim, right, title and interest in an KFN-SFN Overlapping Area.