
ANNEX A -- ACTIVITY SHEETS

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

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

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

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

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

PROJECT: UFA amendment
RESPONSIBLE PARTY: KFN
PARTICIPANT / LIAISON: Canada, Yukon, CYI

OBLIGATIONS ADDRESSED:

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

- (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.

- (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.

CROSS REFERENCED CLAUSES: 2.3.4, 2.4.3.1, 24.12.3

Responsibility	Activities	Timing
KFN	If KFN identifies need to amend the UFA, forward proposal for amendment to CYI.	As necessary
KFN	If proposal for UFA amendment originates with another party, receive proposal for amendment from CYI.	When available
KFN	Review and communicate views to CYI on response to proposal.	As soon as practicable after receipt of proposal
KFN, UFA parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
KFN	Consult with CYI during negotiation of terms of amendment.	As necessary
KFN	Review proposed amendment and provide opinion to CYI regarding amendment.	Within reasonable time after negotiations are complete, and according to procedure set out in KFNFA
KFN	Receive notice of and consider opinion of other YFNs.	Within reasonable time
KFN	Take steps required to give effect to amendment, including any consequential amendment of the KFNFA Plan.	As soon as practicable if all UFA parties consent to amendment
Canada, Yukon, KFN	Publish the amendment as required by 2.3.6.	As soon as practicable after all UFA parties consent to amendment

Planning Assumptions

1. This Activity Plan describes procedures related to amending the UFA. The fourth activity indicates that KFN requirements should be addressed in any discussions regarding the approach to the amendment process and specific arrangements to be made to deal with a particular amendment proposal.

2. It is anticipated that KFN will participate in the consultation and determination processes undertaken by CYI in respect of UFA amendments, as described in the UFA Implementation Plan, Annex A.
3. The activities and assumptions described above are expected also to apply in respect of amendments pursuant to 16.4.4.1 and 24.12.3, with such modifications as those provisions require.
4. Amendments to legislation may be required to reflect amendments of the UFA.

PROJECT: Amendment of the KFNFA

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

- (a) the Minister of Indian Affairs and Northern Development may consent, on behalf of Canada, to any amendment to:
 - (i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 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

- (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.

- (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.

CROSS REFERENCED CLAUSES: 5.3.1 (all), 5.15.1, 5.15.2, 6.1.2 (all), 6.1.8 (all), 16.11.4 (all)

Responsibility	Activities	Timing
Any party	Identify need to amend the KFNFA and forward proposal for amendment to the other parties.	As necessary
Parties	Review and respond to the proposal.	As soon as practicable after receipt of the proposal
Parties	At the discretion of the Parties, address specific requirements for the amendment process.	As soon as practicable if the amendment is to be pursued

Responsibility	Activities	Timing
Parties	Negotiate the terms of the amendment to be submitted for consent and identify the requirements to give effect to the amendment if approved, including changes to the implementation plan if required.	Within a reasonable time, as the Parties may agree
Parties	Initiate the approval process.	As soon as practicable after the negotiations are complete
KFN	Approve amendment by resolution.	As required
KFN	Notify Government of the result of the approval process, and if approval is granted, provide Government with a certified copy of the resolution approved pursuant to 2.3.5.3 (a).	Once KFN approval process is complete
Canada and Yukon	Undertake the approval process.	Upon receipt of the KFN referendum results approving the amendment
Governor in Council, Commissioner in Executive Council	If Parties approved amendment, amend by Order in Council.	Once all approvals granted
Parties	Take agreed upon steps necessary to give effect to the amendment, including changes to the implementation plan if required.	As soon as practicable
Canada	Publish amendment in Canada Gazette.	As soon as practicable after the amendment is given effect
Yukon	Publish amendment in Yukon Gazette.	As soon as practicable after the amendment is given effect
KFN	Publish amendment in KFN law register.	As soon as practicable after the amendment is given effect

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

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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.

CROSS REFERENCED CLAUSES: None identified

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

Planning Assumption

1. Consultation may occur more than once during the drafting of any amendment.

PROJECT: KFN legal entities

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0, 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.

CROSS REFERENCED CLAUSES: 2.5.0 (all), 2.10.1, 2.11.4 (all), 4.4.0 (all), 5.9.0 (all), 5.10.0 (all); Chapter 22 Schedule A Part I 6.0 (all)

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

PROJECT: Resolution of overlapping claims

RESPONSIBLE PARTY: KFN, Champagne and Aishihik First Nations or Selkirk First Nation or White River First Nation (Overlapping YFN), Yukon and Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 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.

Chapter 2 Schedule C

- 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.

Chapter 2 Schedule D

- 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-SFN 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.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 1.0, 2.3, 2.4, 3.0 (all), 4.1, 5.1; Chapter 2 Schedule C, 1.0, 2.3, 2.4, 3.0 (all), 4.1, 5.0(all); Chapter 2 Schedule D, 1.0, 2.3, 2.4, 3.0 (all), 4.1, 5.1; Chapter 10 Schedule A Pickhandle Lakes Habitat Protection Area; Chapter 10 Schedule B Asi Keyi Natural Environment Park

Responsibility	Activities	Timing
KFN	Contact Overlapping YFN and enter discussions making best efforts to agree on an Overlap Resolution Boundary.	As soon as practicable
KFN and Overlapping YFN	If agreement is reached, submit agreed upon boundary to Canada and Yukon for approval.	As necessary
Canada and Yukon	Review agreement and notify affected YFNs of determination.	As soon as practicable

Responsibility	Activities	Timing
KFN, Canada and Yukon	Amend the Traditional Territory of KFN to conform with new boundary.	As soon as practicable if Canada and Yukon approval is secured
KFN, Canada and Yukon	If future amendment of boundary is desired, seek consent of Overlapping YFN to amend the boundary agreed upon.	As required
Overlapping YFN	Consider request and notify KFN, Canada and Yukon of determination.	Upon receipt of request
KFN, Canada and Yukon	Amend boundary of the Traditional Territory of KFN.	If consent granted

PROJECT: Resolution of overlapping claims - panel of Elders

RESPONSIBLE PARTY: KFN, panel of Elders, Champagne and Aishihik First Nations or Selkirk First Nation or White River First Nation (the “Overlapping YFN”)

PARTICIPANT / LIAISON: Canada and Yukon

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 2.3 At any time at least six months prior to the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1, 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.

Chapter 2 Schedule C

- 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.

Chapter 2 Schedule D

- 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.

CROSS REFERENCED CLAUSES: 2.9.1; Chapter 2 Schedule B 2.1, 2.2, 3.0 (all), 4.1, 5.1; Chapter 2 Schedule C, 2.1, 2.2, 3.0 (all), 4.1, 5.0 (all); Chapter 2 Schedule D, 2.1, 2.2, 3.0 (all), 4.1, 5.1; 26.3.0 (all), 26.7.0 (all)

Responsibility	Activities	Timing
KFN	Seek agreement of Overlapping YFN to establish a panel of Elders to make recommendations on Overlap Resolution boundary.	At least six months before dispute resolution process is available pursuant to 3.1
KFN or Overlapping YFN or both	Appoint panel.	If agreement is reached to appoint a panel
Panel of Elders	Consider issue and make written recommendation to KFN and Overlapping YFN on Overlap Resolution Boundary.	No later than the date that a dispute can be referred to dispute resolution pursuant to 4.1
KFN and Overlapping YFN	Review recommendation of panel. If accepting the recommendation, forward it to Canada and Yukon.	Upon receipt of recommendation
Canada and Yukon	Consider recommendation approved by KFN and Overlapping YFN.	As soon as practicable
Canada and Yukon	Approve or reject recommendation. If rejecting, provide written reasons.	As soon as practicable

Responsibility

Activities

Timing

KFN, Canada
and Yukon

If all parties approve, amend the Traditional Territory
of KFN boundary.

As soon as practicable

PROJECT: Resolution of overlapping claims - Dispute Resolution

RESPONSIBLE PARTY: KFN, Canada, Yukon, Champagne and Aishihik First Nations or Selkirk First Nation or White River First Nation (the “Overlapping YFN”)

PARTICIPANT / LIAISON: Person appointed to resolve dispute

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 3.1 In the absence of an approved agreement on the location of a 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.

Chapter 2 Schedule C

- 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.

Chapter 2 Schedule D

- 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.

CROSS REFERENCED CLAUSES: 2.9.1 (all); Chapter 2 Schedule B 2.2, 2.4, 2.5, 3.3, 3.4, 4.1, 5.1; Chapter 2 Schedule C 2.2, 2.4, 2.5, 3.3, 3.4, 4.1, 5.0 (all); Chapter 2 Schedule D 2.2, 2.4, 2.5, 3.3, 3.4, 4.1, 5.1; 26.3.0 (all), 26.7.0 (all)

Responsibility	Activities	Timing
Any party to KFNFA or to an Overlapping YFNFA	Refer dispute to dispute resolution process under 26.3.0.	After one year from the Effective Date of the later of the YFNFAs
Any party to KFNFA or to an Overlapping YFNFA	If no agreement at mediation, at discretion, refer dispute to arbitration.	As necessary
Arbitrator	If dispute referred to arbitration, determine Overlap Resolution Boundary.	As required
Arbitrator	At discretion, direct that costs of panel under 2.4 be paid by one or more of the parties, if conditions are met.	When determining Overlap Resolution Boundary
KFN, Canada and Yukon	Amend the Traditional Territory of KFN boundary.	As soon as practicable after dispute is resolved

PROJECT: Traplines in Overlapping Area

RESPONSIBLE PARTY: KFN, Champagne and Aishihik First Nations or Selkirk First Nation or White River First Nation (the “Overlapping YFN”)

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 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.

Chapter 2 Schedule C

- 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.

Chapter 2 Schedule D

- 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.

CROSS REFERENCED CLAUSES: 16.11.0 (all); Chapter 16 Schedule B

Responsibility	Activities	Timing
<u>In the KFN-CAFN Overlapping Area, or in the KFN-SFN Overlapping Area:</u>		
KFN or Overlapping YFN	Seek agreement of other party to designate a trapline as Category 1.	As required
KFN or Overlapping YFN	Review proposal and respond.	As soon as practicable
KFN	If agreement reached or if more than 50 percent of trapline is in the Traditional Territory of KFN, designate the trapline as a Category 1 Trapline.	As necessary

In the KFN-WRFN Overlapping Area:

KFN or WRFN	Seek agreement of other party to designate a trapline as Category 1.	As required
KFN or WRFN	Review proposal and respond.	As soon as practicable
KFN	If agreement reached, or if more than 50 percent of trapline is in the Traditional Territory of KFN, or if more than 50 percent of that trapline is situated in those portions of the Traditional Territory of KFN that do not overlap the Traditional Territory of WRFN, designate the trapline as a Category 1 Trapline.	As necessary

PROJECT: Consultation on specified matters in Overlapping Area

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule B

- 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.

Chapter 2 Schedule C

- 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.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1

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

PROJECT: Final Agreement with White River First Nation

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 2 Schedule C

- 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.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Make best efforts to ensure that provisions substantially the same as this schedule are included in a WRFN Final Agreement.	During WRFN Final Agreement negotiations
Government	Government shall not agree in a WRFN 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 KFN.	During WRFN Final Agreement negotiations

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

RESPONSIBLE PARTY: KFN

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

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 3.9.1, 3.9.2, 3.12.1

Responsibility	Activities	Timing
KFN	Receive documentation from Enrollment Committee.	Upon dissolution of the Enrollment Committee
KFN	Establish and publish procedures.	On assumption of enrollment duties
KFN	Publicize and provide information in respect of the enrollment process to Kluane People.	As required
KFN	Continue enrollment in accordance with this clause.	As required
KFN	Deliver to Yukon updated list.	Annually on anniversary of Enrollment Committee's dissolution

PROJECT: Continuation of enrollment

RESPONSIBLE PARTY: KFN

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

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 3.3.2, 3.3.3, 3.6.5.11, 3.10.4, 3.11.2.6, 3.11.3; 26.7.0 (all)

Responsibility	Activities	Timing
KFN	Receive application for enrollment.	After dissolution of Enrollment Committee
KFN	Assess application and notify individual of determination.	Within 120 days of receipt of application
<u>If application is accepted by KFN within 120 days:</u>		
KFN	Notify Government in writing of acceptance.	As soon as practicable
Government	Acknowledge receipt.	Upon receipt
	If no dispute, enrollment is given effect.	30 days following date of receipt by Government
<u>If application is rejected or no decision made by KFN within 120 days, and an appeal is initiated:</u>		
KFN	Prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator.	As required

Responsibility

KFN and
Enrollment
Commission or
arbitrator

Activities

Notify Government of new beneficiary.

Timing

If Enrollment
Commission or arbitrator
confirms eligibility

PROJECT: Cancel reservation or notation to Lands Set Aside

RESPONSIBLE PARTY: Canada (DIAND)

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 4.2.1, 4.2.2

Responsibility	Activities	Timing
Canada (DIAND)	Cancel all reservations or notations for KFN on identified parcels.	As soon as practicable after final land selection
Canada (DIAND)	Notify KFN that reservations or notations on Land Set Aside have been cancelled.	As soon as practicable after cancellation

PROJECT: Disposition of land identified in 4.3.6.1 as Settlement Land or as Reserve

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

4.3.6.1 If Kluane First Nation submits, prior to the Effective Date of this Agreement, one or more specific claims alleging that the following land:

Parcel C-1FS comprising Lot 2-1, Group 852, Plan 56894 CLSR, 34763 LTO, being the land described in Reservation No. 115G07-0000-00016,

that portion of Parcel C-2B comprising Lot 6, Group 852, Plan 41265 CLSR, 19467 LTO, being a portion of the land described in Reservation No. 115G07-0000-00004,

that portion of Parcel C-2B comprising Parcel C, Lot 4, Group 852, Plan 42392 CLSR, 21270 LTO, being the land described in Reservation No. 115G07-0000-00007,

that portion of Parcel C-2B comprising Parcel D, Lot 4, Group 852, Plan 42392 CLSR, 21270 LTO, being the land described in Reservation No. 115G07-0000-00005,

that portion of Parcel C-4B comprising Lot 300, Group 852, Plan 56694 CLSR, 34361 LTO, being a portion of the land described in Reservation No. 115G07-0000-00004,

that portion of Parcel C-4B comprising Lot 1003 Remainder, Quad 115G/7, Plan 69797 CLSR, 76781 LTO, being the land described in Reservation No. 115G07-0000-00010,

that portion of Parcel C-4B being the land described in Reservation No. 115G07-0000-00024,

that portion of Parcel C-6B being the land described in Reservation No. 115G07-0000-00010, or

that portion of Parcel C-8B being the land described in Reservation No. 115G07-0000-00018,

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

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

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

CROSS REFERENCED CLAUSES: 4.1.1.1, 4.3.6, 5.4.2 (all); KFNSGA 30.1

Responsibility	Activities	Timing
<p><u>Where KFN submits, prior to the Effective Date, one or more specific claims and, as part of settlement of the claim(s), the Minister proposes to recommend to the Governor in Council that it either recognize that land to be a Reserve or set it apart as a Reserve for KFN:</u></p>		
KFN	<p>Notify the Minister:</p> <p>a) that it elects to retain that land as Settlement Land as per 4.3.6.1 (a); or,</p> <p>b) that it wishes the Minister to make the recommendation to the Governor in Council, and if the Governor in Council recognizes or sets apart that land to be a Reserve for the Kluane First Nation, that land shall be retained as a Reserve pursuant to 4.1.1.1, and shall cease to be Settlement Land.</p>	As soon as practicable
KFN, Canada, Yukon	<p>If the Kluane First Nation notifies the Minister under 4.3.6.1 (b), the parties to this Agreement shall negotiate whether, and to what extent, the exceptions and reservations referred to in 5.4.2 apply to that land, following the process identified in section 30.1 of the KFNSGA, and SGAIP activity sheet 30.1.</p>	As soon as practicable after notification in 4.6.3.1 is made

PROJECT: Registration of title to Fee Simple Settlement Land

RESPONSIBLE PARTY: LTO

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

CROSS REFERENCED CLAUSES: Appendix A - Settlement Land Descriptions C-1FS, C-12FS, C-13FS, C-14FS, C-15FS

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

Planning Assumptions

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

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

RESPONSIBLE PARTY: LTO

PARTICIPANT / LIAISON: KFN, Mining Recorder

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: None identified

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

Planning Assumption

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

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

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN, LTO

OBLIGATIONS ADDRESSED:

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

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

CROSS REFERENCED CLAUSES: 5.5.1.4, Chapter 15

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

Planning Assumptions

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

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

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

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

CROSS REFERENCED CLAUSES: 5.6.5, 15.6.6

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

If Royalties and/or non-refunded rents are being collected:

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

Planning Assumption

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

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

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 5.6.5, 15.6.6

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

Planning Assumption

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

PROJECT: Consultation with KFN -- Encumbering Rights

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

Responsibility	Activities	Timing
KFN, Government	Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines, and any other information required by KFN and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify and provide relevant details to KFN, of intention to: <ul style="list-style-type: none">- renew or replace an Encumbering Right;- issue a new Encumbering Right;- set Royalty, rent or fee described.	As required
KFN	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures for Consultation
Government	Provide full and fair consideration of views presented.	Prior to making determination
Government	Notify KFN of outcome.	Within reasonable time as set out in the arrangements and procedures for Consultation

Planning Assumptions

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

PROJECT: Amendment of terms of Encumbering Rights

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

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

PROJECT: Cancellation and replacement of Encumbering Rights

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Minister

OBLIGATIONS ADDRESSED:

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

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

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

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

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

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

CROSS REFERENCED CLAUSES: 2.11.8

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

PROJECT: Discovery of information subject to disclosure

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

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

5.7.4.1 that:

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

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

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

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

Responsibility	Activities	Timing
Government or KFN	Provide other party with information subject to disclosure under 5.7.1.	After ratification of KFNFA, upon becoming aware of information
Government	Declare status under 5.7.4.1.	As soon as practicable
	OR	
Government	Declare status under 5.7.4.2.	As soon as practicable
Government and KFN	Negotiate compensation.	As required if land is declared pursuant to 5.7.4.2

Responsibility**Activities****Timing**If no agreement on compensation:Government or
KFNRefer matter to Surface Rights Board for
determination of compensation pursuant to 7.5.0.Within a reasonable
period of timeGovernment and
KFNPrepare for and participate in Surface Rights Board
process.In accordance with
Surface Rights Board
rules

PROJECT: Reacquisition of Settlement Land

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: LTO

OBLIGATIONS ADDRESSED:

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

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

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

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

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

CROSS REFERENCED CLAUSES: 5.10.0 (all)

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

PROJECT: Deregistration of Category A and Category B Settlement Land

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: LTO

OBLIGATIONS ADDRESSED:

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

5.13.1.1 the reservations and exceptions set out in 5.4.2; and

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

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

5.13.2.1 the reservations and exceptions set out in 5.4.2; and

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

CROSS REFERENCED CLAUSES: 5.4.2 (all), 5.13.3

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

PROJECT: Exceptions to Waterfront Right-of-Way

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

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

CROSS REFERENCED CLAUSES: None identified

Note: There are no exceptions to the Waterfront Right-of-Way referred to in 5.15.1 set out as special conditions in Appendix A - Settlement Land Descriptions, attached to this Agreement.

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

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

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

CROSS REFERENCED CLAUSES: None identified

Note: There are no variations to the Waterfront Right-of-Way referred to in 5.15.2 set out as special conditions in Appendix A - Settlement Land Descriptions, attached to this Agreement.

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

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 5.15.0 (all)

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

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

RESPONSIBLE PARTY: KFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 5.15.0 (all)

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

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

RESPONSIBLE PARTY: KFN, Yukon, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

PROJECT: Right of access for outfitting concession holders

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 6.1.2.1 The holder of an outfitting concession shall have a right of access to Settlement Land situated within that concession for outfitting purposes during either the first full spring hunting season or the first full fall hunting season subsequent to the Effective Date of this Agreement, whichever is the earlier.
- 6.1.2.2 The holder of an outfitting concession shall have a further right of access to Settlement Land situated within that concession for the purpose of removing property until the 31st day of August following the first full spring hunting season referred to in 6.1.2.1 or the 30th day of June following the first full fall hunting season referred to in 6.1.2.1, whichever is applicable.
- 6.1.2.3 Nothing in 6.1.2.1 and 6.1.2.2 shall be construed to prevent Kluane First Nation and the holder of an outfitting concession from entering into any agreement which provides the holder of an outfitting concession with a right of access other than as set out in 6.1.2.1 and 6.1.2.2.

CROSS REFERENCED CLAUSES: None identified

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

Planning Assumption

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

PROJECT: Determining liability of KFN on Undeveloped Settlement Land

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: None identified

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

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

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

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: None identified

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

PROJECT: Conditions of access

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

6.1.6.2 mischief committed on Settlement Land;

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

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

6.1.6.5 compensation for damage other than for significant damage.

CROSS REFERENCED CLAUSES: 5.15.3, 6.1.5, 6.1.7, 6.3.1 (all), 6.3.2, 6.3.7, 6.6.0 (all), Appendix A - Settlement Land Descriptions R-4B

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

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

RESPONSIBLE PARTY: KFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 2.3.5 (all), 2.3.6, 6.1.2 (all), 6.1.8.1, Appendix A - Settlement Land Descriptions 3.2.2; R-4B

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

Planning Assumption

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

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

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

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

6.1.9.1 for the benefit of any Person; or

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

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

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

PROJECT: Right of access to cross Undeveloped Settlement Land

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

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

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

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

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

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

PROJECT: Reference to Surface Rights Board

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

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

RESPONSIBLE PARTY: Government, its agents or contractors

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

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

CROSS REFERENCED CLAUSES: 6.4.3 (all), 6.4.4, 6.6.0 (all); Appendix A - Settlement Land Descriptions R-1A, R-2B, R-29B, R-45A, R-47A, R-66B, R-75A, R-77A, S-79B, S-80B

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

Planning Assumption

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

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

RESPONSIBLE PARTY: Government, its agents or contractors

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

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

CROSS REFERENCED CLAUSES: 6.4.3 (all), 6.4.4, 6.4.6 (all); Appendix A - Settlement Land Descriptions R-1A, R-2B, R-29B, R-45A, R-47A, R-66B, R-75A, R-77A, S-79B, S-80B

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

Responsibility**Activities****Timing**

Government, its
agents or
contractors

Notify KFN of intent to exercise right, including brief
description of activity and project or program and the
anticipated length of access.

Within a reasonable
period of time prior to
access

KFN

Monitor access.

During and after access

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

RESPONSIBLE PARTY: Person authorized by Law

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

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

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

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

Planning Assumption

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

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

RESPONSIBLE PARTY: Person authorized by Law

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

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

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

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

PROJECT: Liability for damage to Settlement Land

RESPONSIBLE PARTY: KFN

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

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 6.4.1, 6.4.2

Responsibility	Activities	Timing
KFN	At discretion, monitor access to ensure conformity with provisions and any other terms and conditions.	As necessary
Government, its agents or contractors or Person authorized by Law	Report to KFN any significant damage to Settlement Land.	As soon as practicable after damage is caused
KFN	Assess extent of damage to Settlement Land or improvements on Settlement Land.	As soon as practicable after receipt of report
<u>If KFN makes determination to seek compensation:</u>		
KFN	Request compensation for damage after receiving report of damage.	As necessary
KFN and Government, its agents or contractors, or Person authorized by Law	Attempt to negotiate settlement.	As soon as practicable after request to negotiate is received
KFN	If settlement is not reached, at discretion, pursue other options.	As necessary

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

RESPONSIBLE PARTY: Canada (DND), KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

6.5.1 In addition to the right of access provided by 6.4.1, the Department of National Defence has a right of access to Undeveloped Settlement Land for military manoeuvres with the consent of the affected Yukon First Nation with respect to contact persons, areas, timing, environmental protection, protection of Wildlife and habitat, land use rent, and compensation for damage caused to Settlement Land and improvements and personal

property thereon, or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.

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

CROSS REFERENCED CLAUSES: 6.4.1, 6.5.2

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

PROJECT: Establishment of terms and conditions of access by KFN

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

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

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

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

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

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

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

Responsibility	Activities	Timing
KFN	Notify Government of wish to negotiate the establishment of terms and conditions for the exercise of a right of access identified above.	Any time after Effective Date
KFN, Government	Attempt to negotiate terms and conditions for the exercise of a right of access listed above.	Within reasonable time after notification by KFN
<u>If no negotiated agreement:</u>		
KFN	At discretion, refer matter to Surface Rights Board to establish terms and conditions for the exercise of a right of access specifying seasons, times, locations and method or manner of access in accordance with 6.6.3 and 6.6.4.	Within a reasonable period of time
KFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

PROJECT: Expropriation – Location and extent

RESPONSIBLE PARTY: Expropriating Authority

PARTICIPANT / LIAISON: KFN, Government

OBLIGATIONS ADDRESSED:

- 7.3.1 This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by a Yukon First Nation.
- 7.4.1 An Authority shall negotiate with the Affected Yukon First Nation the location and extent of Settlement Land to be acquired or expropriated.
- 7.4.3 When agreement of the Affected Yukon First Nation pursuant to 7.4.1 is not obtained, the following procedures shall apply:
 - 7.4.3.1 any expropriation of Settlement Land shall require the approval of the Governor in Council or the Commissioner in Executive Council as the case may be;
 - 7.4.3.2 notice of the intention of any Authority to seek approval under 7.4.3.1 shall be given to the Affected Yukon First Nation by the Authority; and
 - 7.4.3.3 notice of the intention shall not be given until the public hearing process under 7.6.0 or the public hearing in accordance with Legislation has been completed.

CROSS REFERENCED CLAUSES: 7.4.2, 7.5.1, 7.5.2 (all), 7.6.0 (all), 7.7.1, 7.7.2

Responsibility	Activities	Timing
Expropriating Authority	Notify KFN of proposal to acquire or expropriate Settlement Land.	As required
KFN and Expropriating Authority	Prepare for negotiations.	Upon receipt of notice
Expropriating Authority and KFN	Negotiate location and extent of land to be acquired or expropriated.	At a time agreeable to the parties
KFN	If there is an objection filed by KFN, prepare for and participate in public hearing process pursuant to 7.6.0 or the public hearing in accordance with Legislation.	As necessary
Expropriating Authority	If, following the public hearing process, the Expropriating Authority intends to proceed, notify KFN of intention to seek approval to expropriate.	After public hearing is complete
Expropriating Authority	Seek Governor in Council or Commissioner in Executive Council approval to expropriate.	Prior to expropriating

Responsibility	Activities	Timing
Governor in Council or Commissioner in Executive Council	Determine if approval will be granted.	Upon request

Planning Assumption

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

PROJECT: Expropriation – Compensation

RESPONSIBLE PARTY: Expropriating Authority

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

OBLIGATIONS ADDRESSED:

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

Yukon First Nation's Traditional Territory, whether that Land is available and if so the value of that available Land in accordance with 7.5.2.7,

- (c) the Board shall order Government to transfer to the Affected Yukon First Nation available Land up to the value, which in addition to the value of Land provided under 7.5.2.3, is necessary to provide compensation in Land as requested by the Affected Yukon First Nation under 7.5.2.3, and
- (d) the Authority shall pay to Government the value of the Land provided under 7.5.2.4 (c) and all costs of Government associated with the transfer;

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

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

- (a) Land subject to an agreement for sale or a lease containing an option to purchase, unless both Government and the Person holding such an interest in the Land consent,
- (b) Land subject to a lease, unless both Government and the lessee consent,
- (c) a highway or highway right-of-way,
- (d) Land within 30 metres of the boundary line between the Yukon and Alaska, the Yukon and Northwest Territories, and the Yukon and British Columbia,
- (e) Land determined by the Surface Rights Board to be occupied or used by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
- (f) Land determined by the Surface Rights Board to be required for future use by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
- (g) Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit the expansion of Yukon communities,
- (h) Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit access for any Person to Navigable Water or highways, or
- (I) such other Land as the Surface Rights Board in its discretion determines is not available;

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

- (a) the value of Fish and Wildlife Harvesting and of gathering to the Affected Yukon First Nation,

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

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

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

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

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

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

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

Responsibility	Activities	Timing
Expropriating Authority	Notify KFN of desire to negotiate compensation.	As required in conjunction with an expropriation
KFN	Prepare for negotiations.	Upon receipt of notice
KFN and Expropriating Authority	Negotiate compensation.	At a time agreeable to the parties

If no agreement on compensation:

KFN or Expropriating Authority	At the discretion of either party, apply to the Surface Rights Board or to National Energy Board as appropriate, to determine dispute over compensation.	Within a reasonable period of time
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Responsibility**Activities****Timing**

KFN and
Expropriating
Authority

Prepare for and participate in Surface Rights Board
or National Energy Board compensation process.

In accordance with
Surface Rights Board or
National Energy Board
rules

Planning Assumption

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

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

RESPONSIBLE PARTY: National Energy Board

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

CROSS REFERENCED CLAUSES: 7.3.1, 7.5.1

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

Planning Assumption

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

PROJECT: Compensation payable in relation to the exercise of a Flooding Right **identified** in the KFNFA

RESPONSIBLE PARTY: Authority exercising Flooding Right

PARTICIPANT / LIAISON: KFN, Surface Rights Board

OBLIGATIONS ADDRESSED:

7.8.3 An Authority exercising a Flooding Right over Settlement Land identified pursuant to 7.8.1 and 7.8.2 shall pay compensation to the Affected Yukon First Nation for improvements only, provided the sum of such compensation to all Affected Yukon First Nations for that hydro-electric or water storage project shall not exceed three percent of the Cost of Construction of the project.

CROSS REFERENCED CLAUSES: 5.16.0 (all), 7.5.1 (all), 7.5.2 (all), 7.8.1 (all), 7.8.2; Appendix A - Settlement Land Descriptions S-35B, S-36B, S-70B; KFNFA IP Activity Sheet 7.3.1

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

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

RESPONSIBLE PARTY: Authority exercising Flooding right

PARTICIPANT / LIAISON: KFN, Surface Rights Board

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 7.8.1 (all), 7.8.2; KFNFA IP Activity Sheet 7.3.1

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

PROJECT: Variation of land allocation

RESPONSIBLE PARTY: Government, affected YFN(s)

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

Planning Assumptions

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

PROJECT: Land exchange

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

9.6.1.1 Subject to 9.6.1.2, Government and Kluane First Nation may only agree to an exchange of Settlement Land for Crown Land in the WRFN Core Area pursuant to 9.6.1 with the consent of the Council of White River First Nation.

9.6.1.2 The provisions of 9.6.1.1 only come into effect when there is in effect a White River First Nation Final Agreement which provides that Government and White River First Nation may only agree to an exchange of Crown Land in the KFN Core Area pursuant to 9.6.1 of the White River First Nation Final Agreement with the consent of the Kluane First Nation Council.

CROSS REFERENCED CLAUSES: 2.3.5 (all)

Responsibility	Activities	Timing
Canada, Yukon, or KFN	At the discretion of any party, propose a land exchange.	After the Effective Date
Canada, Yukon and KFN	Review proposal and negotiate exchange.	If the Parties agree
<u>If the proposed exchange of Settlement Land is for Crown Land in the WRFN Core Area:</u>		
Canada, Yukon and KFN	Forward proposal to WRFN.	As required, prior to effecting a proposed exchange of Settlement Land for Crown Land in the WRFN Core Area
WRFN	Review proposal. Grant or deny consent to exchange Settlement Land for Crown Land in the WRFN Core Area.	According to the WRFN Constitution, and within a reasonable period of time following receipt of revised proposal
Canada, Yukon and KFN	If consent granted, effect the exchange, amending Settlement Land description pursuant to 2.3.5, and amending other records as required.	As required

Responsibility**Activities****Timing**

If the proposed exchange of Settlement Land is for Crown Land **not in** the WRFN Core Area:

Canada, Yukon
and KFN

Effect the exchange, amending Settlement Land description pursuant to 2.3.5, and amending other records as required.

Once an agreement has been negotiated

Planning Assumptions

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

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

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: DKRRC

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 2.13.1; Chapter 2 Schedule B 5.1; 10.3.4, 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.1 (all), 10.7.1

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

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

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: DKRRC

OBLIGATIONS ADDRESSED:

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

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

CROSS REFERENCED CLAUSES: 2.13.1; Chapter 2 Schedule B 5.1; 10.3.4, 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.1 (all), 10.7.1

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

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

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

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 2.13.1; Chapter 2 Schedule B 5.1; 10.4.1 (all), 10.5.1,10.5.7, 10.5.8, 10.5.9, 10.6.1 (all), 10.7.1, 13.5.0

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

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

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

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

10.4.2 Agreements negotiated pursuant to 10.4.1:

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

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

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

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

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

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

CROSS REFERENCED CLAUSES: 10.3.3, 10.3.4, 10.4.5, 10.4.8, 10.4.9, 26.4.0 (all)

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

Planning Assumption

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

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

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

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

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

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

RESPONSIBLE PARTY: KFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

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

RESPONSIBLE PARTY: KFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 10.4.1 (all)

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

PROJECT: Appending Special Management Area agreement negotiated pursuant to 10.4.1

RESPONSIBLE PARTY: KFN, Canada, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

PROJECT: Preparation of management plan for **future** Special Management Areas established pursuant to the KFNFA after the Effective Date, not identified in the KFN FA

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: DKRRC, YHRB

OBLIGATIONS ADDRESSED:

10.5.0 Management of Future Special Management Areas

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

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

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

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

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

CROSS REFERENCED CLAUSES: 2.13.1; Chapter 2 Schedule B 5.1; 10.4.1 (all), 10.5.1, 10.6.1 (all), 10.7.1, 16.5.4, 16.8.0 (all)

Responsibility	Activities	Timing
Government	Prepare and forward draft management plan for Special Management Area to DKRRC or YHRB.	After establishing a Special Management Area
DKRRC or YHRB	Review draft management plan. Prepare and forward recommendations to Government.	Within a reasonable period of time
Government	Consider recommendations of DKRRC or YHRB and incorporate into draft management plan as determined by Government. Follow procedure under 16.8.0, if recommendation comes from DKRRC.	As necessary
Government	Complete and adopt management plan for Special management Area.	Best efforts within five years of establishment of Special Management Area

Responsibility

Activities

Timing

Government

Undertake review of management plan.

In sufficient time for the review to be completed within 10 years following adoption of management plan, and every 10 years thereafter

PROJECT: Establishment of the Pickhandle Lakes Habitat Protection Area (the “HPA”)

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 3.1 As soon as practicable after the Effective Date, Canada shall transfer to the Commissioner of the Yukon Territory the administration and control of Crown Land within the Area, excluding the mines and minerals and the right to work the mines and minerals in, under or on the Crown Land.
- 3.2 Following the transfer referred to in 3.1 and as soon as practicable after the Effective Date, the Yukon shall designate the Crown Land within the Area excluding the mines and minerals and the right to work those mines and minerals, in, under or on the Crown Land as the Pickhandle Lakes Habitat Protection Area under the Wildlife Act, RSY 2002, c. 229.
- 3.3 For greater certainty, the HPA does not include:
 - 3.3.1 the mines and minerals in, under or on the Area and the right to work the mines and minerals;
 - 3.3.2 subject to 3.5 and 3.6, the land shown as KFN R-22B, KFN S-28B and KFN S-29B on map Pickhandle HPA (“PHPA”) in Appendix B - Maps, which forms a separate volume to this Agreement;
 - 3.3.3 subject to 3.7 and 3.8, the land shown as WRFN S-83B and WRFN S-84B on map Pickhandle HPA (“PHPA”) in Appendix B - Maps, which forms a separate volume to this Agreement; and
 - 3.3.4 Lot 1000, Quad 115F/16, Plan 71259 CLSR 88-37 LTO.
- 3.4 The designation as a habitat protection area shall not be removed from any part of the HPA without the agreement of the Yukon, White River First Nation and Kluane First Nation.
- 3.6 Any of the land described in 3.3.2 which becomes Kluane First Nation Proposed Site Specific Settlement Land and which does not become Settlement Land pursuant to 5.14.0 shall be included in the HPA on the same date the plan of survey for the Site Specific Settlement Land is confirmed in accordance with Chapter 15 of the Kluane First Nation Final Agreement unless included in the HPA earlier pursuant to 3.5.
- 3.7 If the land described in 3.3.3 does not become White River First Nation Settlement Land or White River First Nation Proposed Site Specific Settlement Land within 5 years of the effective date of the devolution transfer agreement between Canada and **the** Yukon, Government may include that land in the HPA.
- 3.8 Any of the land described in 3.3.3 which becomes White River First Nation Proposed Site Specific Settlement Land and which does not become Settlement Land pursuant to 5.14.0 shall be included in the HPA on the same date the plan of survey for the Site

Specific Settlement Land is confirmed in accordance with Chapter 15 of the White River First Nation Final Agreement unless included in the HPA earlier pursuant to 3.7.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1, 2.2; Chapter 10 Schedule A 1.1.1, 2.1, 2.3, 2.4; Appendix A - Settlement Land Descriptions R-22B, S-28B, S-29B; Appendix B - Maps “Pickhandle HPA (“PHPA”)”

Responsibility	Activities	Timing
Canada	Transfer to the Commissioner of the Yukon Territory, the administration and control of the Crown Land within the Area, excluding the mines and minerals and the right to work the mines and minerals.	As soon as practicable after the Effective Date
Canada	Notify KFN of the transfer.	As soon as practicable after the transfer
Yukon	Designate the Crown Land within the Area, excluding the mines and minerals and the right to work those mines and minerals, in, under or on the Crown Land as the Pickhandle Lakes habitat protection area under the <u>Wildlife Act</u> , RSY 2002, c. 229.	As soon as practicable after the transfer from Canada
Yukon	Notify KFN and WRFN of designation of the area described in 3.1 as the HPA.	As soon as practicable after designation
Yukon, KFN and/or WRFN	If making a proposal to remove the designation from any part of the HPA, forward the proposal to the other parties.	As necessary
Yukon, KFN and WRFN	Consider the proposal.	Within a reasonable period of time
Yukon	If Yukon, KFN and WRFN agree, remove the designation from the part of the HPA.	As necessary
<u>If any land described in 3.3.2 becomes KFN Proposed Site Specific Settlement Land and does not become Settlement Land pursuant to 5.14.0:</u>		
Yukon	Include the land described in 3.3.2 in the HPA.	On the same date the plan of survey for the Site Specific Settlement Land is confirmed in accordance with Chapter 15 of the KFN Final Agreement

Responsibility**Activities****Timing**

If the land described in 3.3.3 does not become WRFN Settlement Land or WRFN Proposed Site Specific Settlement Land within 5 years of the effective date of the devolution transfer agreement between Canada and Yukon:

Yukon	At discretion, include the land described in 3.3.3 in the HPA.	As necessary
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If any land described in 3.3.3 becomes WRFN Proposed Site Specific Settlement Land and does not become Settlement Land pursuant to 5.14.0:

Yukon	Include the land described in 3.3.3 in the HPA, unless included in the HPA earlier pursuant to 3.7.	On the same date the plan of survey for the Site Specific Settlement Land is confirmed in accordance with Chapter 15 of the WRFN Final Agreement
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PROJECT: Establishment of the steering committee for the Pickhandle Lakes habitat protection area (the “HPA”)

RESPONSIBLE PARTY: Yukon, DKRRC, WRRRC

PARTICIPANT / LIAISON: KFN, WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

6.1 A steering committee shall be established as soon as practicable after the earlier of:

6.1.1 the fifth anniversary of the Effective Date; or

6.1.2 the coming into effect of the later of the White River First Nation Final Agreement and the Kluane First Nation Final Agreement,

to recommend a management plan for the HPA.

6.2 Subject to 6.5 to 6.10, the steering committee shall be comprised of two members designated by Government, one member designated by White River First Nation and one member designated by the Kluane First Nation.

6.5 If, at the time the steering committee is established the White River First Nation Final Agreement is not in effect, the member to be designated by the White River First Nation may be designated by the White River First Nation Band.

6.6 If the White River First Nation Band fails to designate the member within 90 days of being so requested by the Yukon, the fourth member shall be jointly designated by Yukon and Kluane First Nation.

6.7 If the White River First Nation Final Agreement comes into effect after the designation of a member pursuant to 6.6 and before the management plan is recommended to Government pursuant to 7.1, the White River First Nation may designate a fifth member to the steering committee.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule A 1.1.1, 2.1, 6.3 (all), 6.4, 6.8, 6.9, 6.10, 6.11, 6.12

Responsibility

Activities

Timing

After the earlier of the fifth anniversary of the Effective Date, or the coming into effect of the WRFN Final Agreement:

Yukon	If there is no WRFN Final Agreement in effect, request the WRFN Band to designate a member to the steering committee.	As soon as practicable
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Yukon	Designate two members to the steering committee.	As soon as practicable
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KFN	Designate one member to the steering committee.	As soon as practicable
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Responsibility	Activities	Timing
WRFN Band or WRFN	Designate one member to the steering committee.	As soon as practicable after the request by Yukon
<u>If the WRFN Band fails to designate the member within 90 days of being so requested by Yukon:</u>		
Yukon and KFN	Jointly designate the fourth member.	As required
<u>If the WRFN Final Agreement comes into effect after the joint designation by Yukon and KFN of the fourth member pursuant to 6.6 and before the management plan is recommended to Government pursuant to 7.1:</u>		
WRFN	At discretion, designate a fifth member to the steering committee.	As soon as practicable

PROJECT: Recommendation and approval of the management plan for the Pickhandle Lakes habitat protection area (the “HPA”)

RESPONSIBLE PARTY: Government, Steering committee

PARTICIPANT / LIAISON: DKRRC, KFN, WRRRC, WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 7.1 The steering committee shall make best efforts to recommend a management plan to Government within 18 months of the establishment of the steering committee.
- 7.2 The management plan for the HPA shall be consistent with the objectives set out in 1.1.2 to 1.1.6 of this schedule and the Wildlife Act, RSY, 2002, c.229.
- 7.3 In developing a management plan for the HPA, the steering committee shall consider, and the management plan may include, recommendations respecting prohibition of entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, SY 2003, c. 14 and the Placer Mining Act, SY 2003, c. 13, withdrawal of the mines and minerals, in, on or under the Area from the disposal under the Territorial Lands (Yukon) Act, SY 2003, c. 17, and withdrawal of the Area from disposition pursuant to the Oil and Gas Act, RSY 2002, c. 162.
- 8.1 The preparation of the management plan for the HPA shall include a process for public consultation.
- 9.1 The Minister shall accept, vary or set aside the recommended management plan within 90 days of the receipt of it from the steering committee.
- 9.2 Subject to 9.3 and 9.4, the decision of the Minister as to the provisions to be included in the Approved Management Plan shall be forwarded to the White River Renewable Resources Council, the Dän Keyi Renewable Resources Council, White River First Nation and Kluane First Nation.
- 9.3 If, at the time of the Minister’s decision the White River First Nation Final Agreement is not in effect, the decision shall be forwarded to Kluane First Nation, the Dän Keyi Renewable Resources Council and the White River First Nation Band.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule A 1.1.2 to 1.1.6, 7.4, 7.5 (all)

Responsibility

Activities

Timing

Steering committee

Prepare a work plan for the development of the management plan for the HPA which includes a process for public consultation and is consistent with the objectives set out in 1.1.2 to 1.1.6.

As soon as practicable after establishment of steering committee.

Responsibility	Activities	Timing
Steering committee	Consider recommendations respecting prohibition of entry on the Area for the purpose of locating, prospecting or mining under the <u>Quartz Mining Act</u> , SY 2003, c. 14 and the <u>Placer Mining Act</u> , SY 2003, c. 13, withdrawal of the mines and minerals, in, on or under the Area from the disposal under the <u>Territorial Lands (Yukon) Act</u> , SY 2003, c. 17, and withdrawal of the Area from disposition pursuant to the <u>Oil and Gas Act</u> , RSY 2002, c. 162.	When developing the draft management plan
Steering committee	Make best efforts to recommend a management plan to Yukon.	Within 18 months of the establishment of the steering committee
Minister	Accept, vary or set aside the recommended management plan.	Within 90 days of receipt of the recommended management plan
Minister	Forward to DKRRC, WRRRC, KFN and WRFN the decision as to the provisions to be included in the Approved Management Plan.	As soon as practicable after making the decision

Planning Assumption

1. The work plan discussion will identify time lines, budgetary and other resources indicated by the steering committee for the purposes of developing the management plan.

PROJECT: Management of Crown Land and Settlement Land in the Pickhandle Lakes habitat protection area (the “HPA”)

RESPONSIBLE PARTY: Yukon, KFN, WRFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 10.1 The Yukon shall manage the HPA in accordance with the Approved Management Plan and the Wildlife Act, RSY 2002, c. 229.
- 10.2 Prior to the implementation of the Approved Management Plan, Government shall manage the HPA in accordance with the Wildlife Act, RSY 2002, c. 229, and to the extent practicable in a manner consistent with the objectives set out in 1.1.2 to 1.1.6 of this schedule.
- 10.3 If the land described in 3.3.3 becomes White River First Nation Settlement Land, White River First Nation shall manage the Settlement Land in a manner consistent with the objectives set out in 1.1.2 to 1.1.5 of this schedule and any uses of such Settlement Land authorized by White River First Nation shall be compatible with the uses which may be made of the HPA.
- 10.4 If the land described in 3.3.2 becomes Kluane First Nation Settlement Land, Kluane First Nation shall manage the Settlement Land in a manner consistent with the objectives set out in 1.1.2 to 1.1.5 of this schedule and any uses of such Settlement Land Parcels authorized by Kluane First Nation shall be compatible with the uses which may be made of the HPA.
- 10.5 Government shall manage the mines and mineral in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application.
- 10.6 In managing the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application, Government shall take into account the objectives set out in 1.1.2 to 1.1.6 of this schedule.
- 10.7 Any dispute between Government and White River First Nation respecting the management or use of the White River First Nation Settlement Land referred to in 10.3 may be referred by Government or White River First Nation to the dispute resolution process under 26.4.0.
- 10.8 Any dispute between Government and Kluane First Nation respecting the management or use of the Kluane First Nation Settlement Land referred to in 10.4 may be referred by Government or Kluane First Nation to the dispute resolution process under 26.4.0.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule A 1.1.2 to 1.1.6, 3.3.2, 3.3.3; 26.4.0 (all); Appendix A - Settlement Land Descriptions R-22B, R-28B, R-29B

Responsibility	Activities	Timing
Yukon	Manage the HPA in accordance with the <u>Wildlife Act</u> , RSY 2002, c. 229, and to the extent practicable in a manner consistent with the objectives set out in 1.1.2 to 1.1.6.	Prior to approval of the management plan
Yukon	Manage the HPA in accordance with the Approved Management Plan.	After Approval Management Plan is implemented
Yukon	Manage the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application, taking into account the objectives set out in 1.1.2 to 1.1.6.	As required
<u>If the land described in 3.3.3 becomes WRFN Settlement Land:</u>		
WRFN	Manage the Settlement Land in a manner consistent with the objectives set out in 1.1.2 to 1.1.5.	Prior to and after approval of the management plan
WRFN	When authorizing land use activities on Settlement Land, ensure they are compatible with land use activities permitted on land within the HPA.	After approval of the management plan
<u>If the land described in 3.3.2 becomes KFN Settlement Land:</u>		
KFN	Manage Settlement Land in the HPA in a manner consistent with the objectives set out in 1.1.2 to 1.1.5.	Prior to and after approval of the management plan
KFN	When authorizing land use activities on Settlement Land, ensure they are compatible with land use activities permitted on land within the HPA.	After approval of the management plan
<u>If a dispute arises between Yukon and KFN or Yukon and WRFN respecting the management or use of Settlement Land referred to in 10.3 or 10.4:</u>		
Yukon or KFN, or Yukon or WRFN	At discretion, refer the matter to the dispute resolution process under 26.4.0.	As necessary

PROJECT: Review and Amendment of the Approved Management Plan for Pickhandle Lakes habitat protection area (“the HPA”)

RESPONSIBLE PARTY: Government, DKRRC, WRRRC

PARTICIPANT / LIAISON: KFN, WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule A

- 11.1 If, within five years of the initial approval of the Approved Management Plan, Government, the White River Renewable Resources Council, White River First Nation, the Dän Keyi Renewable Resources Council or Kluane First Nation is of the view that a review of the Approved Management Plan is required, Government, the White River Renewable Resources Council and the Dän Keyi Renewable Resources Council shall jointly undertake such review.
- 11.2 Unless they otherwise agree, Government, the White River Renewable Resources Council and the Dän Keyi Renewable Resources Council shall review the Approved Management Plan at least every ten years following the earlier of:
 - 11.2.1 any initial review of the Approved Management Plan pursuant to 11.1; and
 - 11.2.2 five years from the initial approval of the Approved Management Plan.
- 11.3 Reviews of the Approved Management Plan shall include a process for public consultation.
- 11.4 The provisions of 9.0 shall apply in respect of any recommendations made pursuant to 11.1 or 11.2.
- 11.5 Until such time as the White River First Nation Final Agreement comes into effect, the rights and responsibilities of the White River Renewable Resources Council and White River First Nation under 11.0 may be assumed by the White River First Nation Band.
 - 11.5.1 If the White River First Nation Band fails to participate in any review under 11.1 or 11.2 within 90 days of being so requested by Government, the review may proceed without the participation of the White River First Nation Band.

CROSS REFERENCED CLAUSES: 2.13.1; Chapter 2 Schedule C 2.1; Chapter 10 Schedule A 7.3, 7.4, 7.5, 7.6, 9.0 (all), 11.6 (all)

Responsibility	Activities	Timing
<u>If Yukon, KFN, WRFN, DKRRC and/or WRRRC requests a review of the Approved Management Plan within the first five years of initial approval of the Approved Management Plan:</u>		
Yukon	If the WRFN Final Agreement is not in effect, request WRFN Band to participate in the joint review of the Approved Management Plan.	As soon as practicable after the request for a review

Responsibility	Activities	Timing
DKRRC, WRRRC, Yukon	Establish terms of reference for a joint review of the Approved Management Plan.	In the year preceding the review
DKRRC, WRRRC, Yukon	Jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation.	As soon as practicable
DKRRC, WRRRC, Yukon	Conduct review of the Approved Management Plan. Identify proposed amendments, if any.	In accordance with the terms of reference and according to the agreed-upon time lines
DKRRC, WRRRC, Yukon	Make recommendations to the Minister, if any.	As soon as practicable
Minister	Accept, vary or set aside recommendations.	Within 90 days of receipt of the recommended amendments
Minister	Forward to DKRRC, WRRRC, KFN, and WRFN the decision as to the amendments recommended.	As soon as practicable after making the decision

If the WRFN Band fails to participate in the review under 11.2 within 90 days of being so requested by Government:

DKRRC, KFN, Yukon	Proceed with the review, without the participation of the WRFN Band.	As required
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If a review of the Approved Management Plan is not undertaken within the first five years of initial approval of the Approved Management Plan:

DKRRC, WRRRC Government	Carry out reviews of the Approved Management Plan within the time frames provided in 11.2, as per the activities listed above.	As agreed by the parties
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Planning Assumptions

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

PROJECT: Establishment of the Asi Keyi Natural Environment Park
(the “Park”)

RESPONSIBLE PARTY: KFN, Government

PARTICIPANT / LIAISON: WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 3.1 As soon as practicable after the First Effective Date, Canada shall transfer to the Commissioner of the Yukon Territory the administration and control of Crown Land within the Area, excluding the mines and minerals and the right to work the mines and minerals in, on or under the Crown Land.
- 3.2 Following the transfer referred to in 3.1, and as soon as practicable after the earlier of the Second Effective Date or the second anniversary of the First Effective Date, the Yukon shall designate the Crown Land within the Area excluding the mines and minerals and the right to work the mines and minerals, in, on or under the Crown Land as the Asi Keyi Natural Environment Park under the Parks and Land Certainty Act, RSY 2002, c. 165.
 - 3.2.1 The Yukon shall manage the Area in accordance with Laws of General Application and, to the extent practicable, in a manner consistent with the objectives set out in 1.1.2, 1.1.3, 1.1.5, and 1.1.6 for the period between the First Effective Date and the designation of the Park pursuant to 3.2.
- 3.3 Government shall, no later than the First Effective Date:
 - 3.3.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, SY 2003, c. 14 and the Placer Mining Act, SY 2003, c. 13; and
 - 3.3.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, SY 2003, c. 17.
- 3.4 The Yukon shall, no later than the First Effective Date, withdraw the Area from disposition under the Oil and Gas Act, RSY 2002, c.162.
- 3.5 No one may explore for or stake for coal in, under or on the Area.
- 3.6 For greater certainty, the Park does not include:
 - 3.6.1 the mines and minerals in, on or under the Area and the right to work the mines and minerals;
 - 3.6.2 subject to 3.8 the land shown as KFN R-7B and KFN R-8B on map Asi Keyi Natural Environment Area (“AKNEA”) in Appendix B - Maps, which forms a separate volume to this Agreement; and
 - 3.6.3 subject to 3.9 and 3.10, the land shown as WRFN R-19B, WRFN S-85B and WRFN S-150B on map Asi Keyi Natural Environment Area (“AKNEA”) in Appendix B - Maps, which forms a separate volume to this Agreement.

- 3.7 The designation as a natural environment park shall not be removed from any lands in the Park without the agreement of the Yukon, Kluane First Nation and White River First Nation.
- 3.9 If the land described in 3.6.3 does not become White River First Nation Settlement Land or Proposed Site Specific Settlement Land within 5 years of the effective date of the devolution transfer agreement between Canada and the Yukon, Government may include that land in the Park.
- 3.10 Any of the land described in 3.6.3 which becomes White River First Nation Proposed Site Specific Settlement Land and which does not become Settlement Land pursuant to 5.14.0 shall be included in the Park on the same date the plan of survey for the Site Specific Settlement Land is confirmed in accordance with Chapter 15 Definitions of Boundaries and Measurements of Areas of Settlement Land of the White River First Nation Final Agreement unless included in the Park earlier pursuant to 3.9.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; 5.14.0; Chapter 10 Schedule B 2.1, 3.8; Appendix A - Settlement Land Descriptions R-7B, R-8B; Appendix B - Maps - “Asi Keyi Natural Environment Area (AKNEA)”

Responsibility	Activities	Timing
Government	Prohibit entry to the Area for the purposes of locating, prospecting or mining under the <u>Quartz Mining Act</u> , SY 2003, c. 14 and the <u>Placer Mining Act</u> , SY 2003, c. 13; withdraw the Park from the disposal of any interest pursuant to the <u>Territorial Lands (Yukon) Act</u> , SY 2003, c. 17.	No later than the First Effective Date
Yukon	Withdraw the Park from the disposal of any interest pursuant to the <u>Oil and Gas Act</u> , RSY 2002, c. 162.	No later than the First Effective Date
Canada	Transfer to the Commissioner of the Yukon Territory, the administration and control of the Crown Land within the Area, excluding the mines and minerals and the right to work the mines and minerals.	As soon as practicable after the First Effective Date
Canada	Notify KFN of the transfer.	As soon as practicable after the transfer
Yukon	Designate the Crown Land within the Area, excluding the mines and minerals and the right to work those mines and minerals, in, under or on the Crown Land as the Asi Keyi Natural Environment Park under the <u>Parks and Land Certainty Act</u> , RSY 2002, c. 165.	As soon as practicable after the earlier of the Second Effective Date or the Second anniversary of the First Effective Date
Yukon	Notify KFN and WRFN of establishment of the Park.	As soon as practicable after designation

Responsibility	Activities	Timing
<u>If making a proposal to remove the designation as a natural environment park from any part of the Park, pursuant to the Parks and Land Certainty Act, RSY 2002, c. 165:</u>		
Yukon, KFN or WRFN	Forward the proposal to the other parties.	As necessary
Yukon, KFN and WRFN	Consider the proposal.	Within a reasonable period of time
Yukon	If Yukon, KFN and WRFN agree, remove the designation from the part of the Park.	As necessary
<u>If the land described in 3.6.3 does not become WRFN Settlement Land or Proposed Site Specific Settlement Land within 5 years of the effective date of the devolution transfer agreement between Canada and Yukon:</u>		
Yukon	At discretion, include that land described in 3.6.3 in the Park.	As necessary
<u>If any of the land described in 3.6.3 becomes WRFN Proposed Site Specific Settlement Land and which does not become Settlement Land pursuant to 5.14.0:</u>		
Yukon	Include any land described in 3.6.3 in the Park unless included in the Park earlier pursuant to 3.9.	On the same date the plan of survey for the Site Specific Settlement Land is confirmed in accordance with Chapter 15 of the WRFN Final Agreement

PROJECT: Economic opportunities - Asi Keyi Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN, WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 6.1 In evaluating any competitive proposal, bid or tender for work associated with the establishment of the Park, construction of Park facilities and the operation and maintenance of the Park, Government shall include among the factors for consideration:
- a) employment of Kluane People and Kluane First Nation ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm; and
 - b) employment of White River People and White River First Nation ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
- 6.2 Nothing in 6.1 shall be construed to mean that the criteria of employment of Kluane People or White River People, or Kluane First Nation or White River First Nation ownership or equity investment shall be the determining criteria in the award of any contract.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1, 4.1; Chapter 10 Schedule B 14.1, 14.2

Responsibility	Activities	Timing
KFN, WRFN and Yukon	Jointly develop criteria to meet the requirements of 6.1 and identify the specifics as to how the criteria will be included into the contracting process.	At least six months prior to the establishment of the Park
Yukon	Include criteria which meet the requirements of 6.1 in the evaluation of any competitive proposal, bid or tender for work associated with the establishment of the Park, construction of Park facilities and the operation and maintenance of the Park.	As necessary

Planning Assumption

1. Yukon retains responsibility for contracting associated with the Park.

PROJECT: Right to acquire licences or permits in the commercial wilderness adventure travel industry applicable to the Asi Keyi Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN, WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

6.3 For the purposes of 6.4 , “First Nation” when used alone or in conjunction with Firm means:

Kluane First Nation in relation to licences or permits which apply to areas of the Park entirely within the Traditional Territory of Kluane First Nation;

White River First Nation in relation to licences or permits which apply to areas of the Park entirely within the Traditional Territory of White River First Nation; and

White River First Nation and Kluane First Nation, jointly, in relation to licences or permits which apply to areas of the Park within both of their Traditional Territories.

6.4 If a licencing or permitting regime in respect of a sector of the commercial wilderness adventure travel industry applicable to the Park is established and Government places a limit upon the number of such licences or permits to be issued in respect of the Park, the First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:

6.4.1 in the first year that Government places the limit, Government shall offer to the First Nation in respect of the Park:

6.4.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by First Nation Firms to operate at their then existing level in the Park; or

6.4.1.2 the number of licences or permits that remain after the then existing operations in the Park have been issued the licences or permits that are required to allow them to operate at their then existing level in the Park,

whichever is less; and

6.4.2 in the second year, and each year thereafter, Government shall offer to the First Nation any new licences or permits issued from time to time in the Park until the First Nation Firms have been issued 25 percent of the licences or permits issued from time to time.

6.5 In calculating the number of licences or permits required to be offered to Kluane First Nation pursuant to 2.1, Part II - Allocation of Licenses, Permits and Concessions, Schedule A of Chapter 22 - Economic Development Measures of the Kluane First Nation Final Agreement, that number of licences or permits issued solely to Kluane First Nation in the Park as well as that number of licences or permits issued to both Kluane First Nation and White River First Nation jointly in the Park in respect of a sector of the commercial wilderness adventure travel industry shall be included in the total number of

licences or permits to be issued in the Traditional Territory of Kluane First Nation in respect of that sector.

- 6.6 In calculating the number of licences or permits required to be offered to White River First Nation pursuant to 2.1, Part II - Allocation of Licenses, Permits and Concessions, Schedule A of Chapter 22 - Economic Development Measures of the White River First Nation Final Agreement, that number of licences or permits issued solely to White River First Nation in the Park as well as that number of licences or permits issued to both Kluane First Nation and White River First Nation jointly in the Park in respect of a sector of the commercial wilderness adventure travel industry shall be included in the total number of licences or permits to be issued in the Traditional Territory of White River First Nation in respect of that sector.
- 6.7 The number of licences or permits offered to Kluane First Nation and White River First Nation pursuant to this schedule shall not be included in the calculation of the number of licences or permits required to be offered to Kluane First Nation or White River First Nation pursuant to 2.1 , Part II - Allocation of Licenses, Permits and Concessions, Schedule A of Chapter 22 - Economic Development Measures.
- 6.8 The conditions set out at 4.0 , Part II - Allocation of Licenses, Permits and Concessions, Schedule A of Chapter 22 - Economic Development Measures shall apply, with the following exceptions:
- 6.8.1 4.13 shall not apply to the licences or permits referred to in 6.4 and the issuance of such licences or permits; and
- 6.8.2 4.7 shall not apply to the licences or permits referred to in 6.4 that are offered to both Kluane First Nation and White River First Nation jointly.
- 6.9 To exercise the right to acquire licences or permits referred to in 6.4 that are offered to both Kluane First Nation and White River First Nation jointly, White River First Nation and Kluane First Nation shall jointly apply in writing to Government.
- 6.10 If Kluane First Nation and White River First Nation do not apply to Government under 6.9 for licences or permits referred to in 6.4 that are offered to both Kluane First Nation and White River First Nation jointly, Government shall not issue such licences or permits to any other Person.
- 6.11 Nothing in 6.4 shall be construed to prevent Kluane First Nation and White River First Nation from acquiring additional licences or permits in respect of a sector of the commercial wilderness adventure travel industry applicable to the Park in accordance with Laws of General Application.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C2.1, 4.1; Chapter 22 Schedule A Part II 2.1, 4.7, 4.13

Note: In the activities below, pursuant to 6.3, “**First Nation**” means KFN, or WRFN, or KFN and WRFN jointly, as the case may be.

Responsibility	Activities	Timing
<p><u>If a licensing or permitting regime in respect of a sector of the commercial wilderness adventure travel industry applicable to the Park is established and Yukon places a limit upon the number of such licences or permits to be issued in respect of the Park:</u></p>		
<p><u>In the first year that Yukon places a limit:</u></p>		
Yukon	<p>Offer to the First Nation 25 percent of the licences or permits to be issued, less the number of licence or permits required to allow existing operations which are held by the First Nation Firms to operate at their then existing level in the Park;</p> <p style="text-align: center;">OR</p> <p>Offer to the First Nation the number of licences or permits that remain after the then existing operations in the Park have been issued the licences or permits that are required to allow them to operate at their then existing level in the Park,</p> <p>whichever is less.</p>	When licences or permits are offered
First Nation	At discretion, accept the offer by applying for the new licence or permit.	Within a reasonable time period
Yukon	If the First Nation applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
<p><u>In the second and subsequent years that Yukon places a limit, if the 25 percent allocation has not been met and if new licences or permits are to be offered:</u></p>		
Yukon	Notify the First Nation of decision to offer new licences or permits.	As necessary
Yukon	Offer to the First Nation any new licence or permit, issued from time to time, until the First Nation and the First Nation Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
First Nation	At discretion, accept the offer by applying for the new licence or permit.	Within a reasonable time period
Yukon	If the First Nation applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

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

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN, WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 7.1 Applicable First Nation languages shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of Kluane First Nation or White River First Nation that may be erected in, or related to, the Park.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule B 7.2, 7.3, 7.4, 7.5

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

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

RESPONSIBLE PARTY: Yukon, YGPNB

PARTICIPANT / LIAISON: KFN, WRFN, Canada

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

7.2 When considering the naming or renaming of places or features in the Park, the responsible agency shall Consult with Kluane First Nation and White River First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule B 7.1, 7.3, 7.4, 7.5; 13.11.2, 13.11.3

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

PROJECT: Establishment of the Steering Committee for Asi Keyi Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: KFN, Yukon

PARTICIPANT / LIAISON: WRFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 8.1 A steering committee shall be established as soon as practicable after the earlier of the Second Effective Date or the fifth anniversary of the First Effective Date to recommend a management plan for the Park.
- 8.2 Subject to 8.6 to 8.8 the steering committee shall be comprised of four members of which one shall be designated by Government, one shall be designated by White River First Nation and one shall be designated by Kluane First Nation. The fourth member shall be designated by Government but agreed to by Government, White River First Nation and Kluane First Nation, from a list prepared by Government of not less than three candidates, provided that if Government, White River First Nation and Kluane First Nation are unable to agree on the fourth member, Government shall designate the fourth member from the list.
- 8.3 Prior to any designations being made to the steering committee, Government, Kluane First Nation and White River First Nation shall make reasonable efforts to reach consensus as to the individuals which each designates to the steering committee.
- 8.4 In attempting to reach consensus under 8.3, Government, Kluane First Nation and White River First Nation shall consider:
 - 8.4.1 any prospective member’s familiarity with and sensitivity to the cultures of Kluane First Nation and White River First Nation, and to the aspirations of Kluane First Nation and White River First Nation relating to the Park;
 - 8.4.2 any prospective member’s familiarity with the issues relating to renewable resources, park planning and park management;
 - 8.4.3 the compatibility of proposed members; and
 - 8.4.4 any other matters to which Government, Kluane First Nation and White River First Nation agree.
- 8.5 If, after having made the reasonable efforts required by 8.3, Government, Kluane First Nation and White River First Nation are unable to reach consensus, any party may give written notice to the others setting out the names of the individuals whom it intends to designate to the steering committee and 14 days thereafter may so designate those individuals.
- 8.6 Until such time as the White River Final Agreement comes into effect, the rights and responsibilities of the White River First Nation under 8.0 may be assumed by the White River First Nation Band.
 - 8.6.1 If the White River First Nation Band fails to participate in the designation of members under 8.0 within 90 days of being so requested by Government, the steering committee members shall be comprised of three members of which one

shall be designated by Government and one shall be designated by Kluane First Nation. The third member shall be designated by Government but agreed to by Government and Kluane First Nation, from a list prepared by Government of not less than three candidates, provided that if Government and Kluane First Nation are unable to agree on the third member, Government shall designate the third member from such list.

8.6.2 If the White River First Nation Final Agreement comes into effect after the designation of members pursuant to 8.6.1 and before the management plan is recommended to Government pursuant to 9.1, the White River First Nation may designate a fourth member to the steering committee.

8.7 Until such time as the Kluane First Nation Final Agreement comes into effect, the rights and responsibilities of the Kluane First Nation under 8.0 may be assumed by the Kluane First Nation Band.

8.7.1 If the Kluane First Nation Band fails to participate in the designation of members under 8.0 within 90 days of being so requested by Government, the steering committee members shall be comprised of three members of which one shall be designated by Government and one shall be designated by White River First Nation. The third member shall be designated by Government but agreed to by Government and White River First Nation, from a list prepared by Government of not less than three candidates, provided that if Government and White River First Nation are unable to agree on the third member, Government shall designate the third member from such list.

8.7.2 If the Kluane First Nation Final Agreement comes into effect after the designation of members pursuant to 8.7.1 and before the management plan is recommended to Government pursuant to 9.1, the Kluane First Nation may designate a fourth member to the steering committee.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule B 1.2, 2.1, 7.5, 8.8, 14.1, 14.2

Responsibility	Activities	Timing
<u>At the earlier of the Second Effective Date or the fifth anniversary of the First Effective Date:</u>		
KFN, WRFN and Yukon	Make reasonable efforts to reach consensus as to the individuals which each designates. In attempting to reach consensus, consider factors set out in 8.4.	Prior to the designation being made
<u>If consensus is reached:</u>		
KFN, WRFN and Yukon	Each party, designate one person to the steering committee.	As soon as practicable
<u>If no consensus is reached:</u>		

Responsibility	Activities	Timing
KFN, WRFN, Yukon	At discretion, give written notice to the other party setting out the names of the individuals whom it intends to designate to the steering committee.	As required
KFN, WRFN, Yukon	At discretion, designate those individuals provided for in the written notice.	At least 14 days after providing notice
<u>With respect to the designation of the fourth member:</u>		
Yukon	Prepare a list of not less than three candidates from which one individual will be designated as a fourth member of the steering committee.	As soon as practicable
KFN, WRFN and Yukon	Make reasonable efforts to reach consensus as to the individual to be designated from the list as the fourth member.	As soon as practicable
<u>If consensus is reached:</u>		
Yukon	Designate the person from the list as the fourth member.	As required
<u>If no consensus is reached:</u>		
Yukon	Designate a fourth member from the list.	As required
<u>If the WRFN Band fails to participate in the designation of members under 8.0 within 90 days of being so requested by Yukon, the steering committee members shall be comprised of three members:</u>		
Yukon and KFN	Each designate one member to the steering committee.	As required
Yukon and KFN	Make reasonable efforts to reach consensus as to the individual to be designated from the list as the third member.	As soon as practicable
<u>If consensus is reached:</u>		
Yukon	Designate the person from the list as the third member.	As required
<u>If Yukon and KFN are unable to agree on the third member:</u>		
Yukon	Designate a third member from the list.	As required

PROJECT: Recommendation and approval of the management plan for the Asi Keyi Natural Environment Park (the “Park”)

RESPONSIBLE PARTY: Steering committee

PARTICIPANT / LIAISON: KFN, WRFN, Yukon

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 9.1 The Steering Committee shall make best efforts to recommend a management plan to Government, Kluane First Nation and White River First Nation within 24 months of the establishment of the steering committee.
- 9.2 The management plan for the Park shall be consistent with the objectives in 1.1.2 to 1.1.6.
- 9.3 The management plan shall address all matters pertaining to the development, use and management of the Park, including:
 - 9.3.1 management and protection of Fish and Wildlife and their habitats in the Park including the imposition of harvest limitations if necessary;
 - 9.3.2 management and protection of other renewable resources in the Park;
 - 9.3.3 management and protection of Heritage Resources in the Park;
 - 9.3.4 recreational activities to be permitted within the Park;
 - 9.3.5 access to and use of the Park for commercial purposes;
 - 9.3.6 traditional knowledge, customs and culture of Kluane People and White River People in connection with the Park and its natural and cultural resources;
 - 9.3.7 the role and views of Kluane First Nation and White River First Nation elders in the development of the management plan;
 - 9.3.8 the interest of Kluane First Nation or White River First Nation in the interpretation of place names and Heritage Resources in the Park directly related to the culture of Kluane First Nation or White River First Nation;
 - 9.3.9 measures to enhance public awareness and appreciation of the Park;
 - 9.3.10 identification of specific economic opportunities for Kluane People and White River People in the Park;
 - 9.3.10.1 any implementation of economic opportunities identified under 9.3.10 and included in the Approved Management Plan shall be suspended

for Kluane People, until the later of the
 - (a) resolution of the overlap between Kluane First Nation and White River First Nation in accordance with

Schedule C - Resolution of Overlapping Claims with
White River First Nation of Chapter 2; and

- (b) the coming into effect of the Kluane First Nation Final Agreement, and

for White River People, until the later of the

- (c) resolution of the overlap between Kluane First Nation and White River First Nation in accordance with Schedule C - Resolution of Overlapping Claims with White River First Nation of Chapter 2; and
- (d) the coming into effect of the White River First Nation Final Agreement,

9.3.11 permitting or other methods of regulating use of the Park; and

9.3.12 such other matters as the bodies that have designated members to the steering committee may jointly request the steering committee to consider.

- 9.4 In preparing the management plan, the steering committee shall recognize that oral history is a relevant and valid form of research.
- 10.1 In preparing the management plan, the steering committee shall provide for a public consultation process which recognizes the territorial significance of the Park.
- 11.1 Within 90 days of receipt of the recommended management plan from the steering committee, the Minister, Kluane First Nation and White River First Nation shall jointly review the provisions set out therein and shall make reasonable efforts to reach a consensus as to the provisions to be included in the Approved Management Plan.
- 11.2 If the Minister, Kluane First Nation and White River First Nation are unable to reach a consensus under 11.1, any one of them may refer the matter to the dispute resolution process under 26.4.0.
- 11.3 If the matter referred to the dispute resolution process under 11.2 is not resolved, the Minister may accept, vary or set aside the recommended management plan and the decision of the Minister as to the provisions to be included in the Approved Management Plan shall be forwarded to Kluane First Nation and White River First Nation.
- 11.4 Until such time as the White River Final Agreement comes into effect, the rights and responsibilities of the White River First Nation under 11.0 may be assumed by the White River First Nation Band.
 - 11.4.1 If the White River First Nation Band fails to participate in the review under 11.1 within 90 days of being so requested by Government, the review may proceed without the participation of the White River First Nation Band.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule B 1.1.2 to 1.1.6, 2.1, 7.5, 14.1, 14.2; 26.4.0 (all)

Responsibility	Activities	Timing
Steering committee	Prepare a work plan for the development of the management plan for the Park including recognition that oral history is a relevant and valid form of research, and a public consultation process which recognizes the territorial significance of the Park.	As soon as practicable after establishment of the steering committee
Steering committee	Recommend a draft management plan to Yukon and KFN and WRFN which addresses all matters referred to in 7.5, 9.2 and 9.3.	Within 24 months of the establishment of the steering committee
Yukon	Request WRFN Band to participate in the joint review of the draft management plan.	As soon as practicable after establishment of the steering committee
KFN, WRFN and Yukon	Jointly review draft management plan and make reasonable attempts to reach consensus as to the provisions to be included in the management plan.	Within 90 days of receipt of the draft management plan.

If Yukon, KFN and WRFN are unable to reach consensus under 11.1 as to the provisions to be included in the management plan:

KFN, WRFN or Yukon	At discretion, refer the matter to the dispute resolution process under 26.4.0.	As necessary
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If the matter referred to the dispute resolution process is not resolved:

Yukon	At discretion, accept, vary or set aside the provisions set out in the recommended draft management plan and forward decision to KFN and WRFN.	As necessary
Yukon	Publish Approved Management Plan.	Following either consensus under 11.1 or decision under 11.3

If the WRFN Band fails to participate in the review under 11.1 within 90 days of being so requested by Government:

Minister, KFN	Proceed with the review, without the participation of the WRFN Band.	As required
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Planning Assumptions

1. The work plan discussions will identify time lines, budgetary and other resources indicated by each party for their participation in the process of developing the management plan.

PROJECT: Management of Crown Land and Settlement Land in the Asi Keyi Natural Environment Park (the “Park”) and implementation of the Approved Management Plan for the Park

RESPONSIBLE PARTY: Government, KFN, WRFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 12.1 Upon establishment of the Area as a Park pursuant to 3.2, and prior to the implementation of the Approved Management Plan, Government shall manage the Park, in accordance with the Parks and Land Certainty Act, RSY 2002, c. 165 and the Wildlife Act, RSY 2002, c. 229 and to the extent practicable, in a manner consistent with the objectives set out in 1.1.2 to 1.1.6.
- 12.2 Government shall manage the Park in accordance with the Parks and Land Certainty Act, RSY 2002, c. 165 and the Wildlife Act, RSY 2002, c. 229 and the Approved Management Plan.
- 12.3 Government, Kluane First Nation and White River First Nation shall consider mechanisms and may enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.
- 12.4 If the land described in 3.6.3 becomes White River First Nation Settlement Land, White River First Nation shall manage the Settlement Land in a manner consistent with the objectives set out in 1.1.2 to 1.1.5 of this schedule and any uses of such Settlement Land authorized by White River First Nation shall be compatible with the uses which may be made of the Park.
- 12.5 If the land described in 3.6.2 becomes Kluane First Nation Settlement Land, Kluane First Nation shall manage the Settlement Land in a manner consistent with the objectives set out in 1.1.2 to 1.1.5 of this schedule and any uses of such Settlement Land authorized by Kluane First Nation shall be compatible with the uses which may be made of the Park.
- 12.6 Any dispute between Government and White River First Nation respecting the management or use of the White River First Nation Settlement Land referred to in 12.4 may be referred by Government or White River First Nation to the dispute resolution process under 26.4.0.
- 12.7 Any dispute between Government and Kluane First Nation respecting the management or use of Kluane First Nation Settlement Land referred to in 12.5 may be referred by Government or Kluane First Nation to the dispute resolution process under 26.4.0.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule B 1.1.2 to 1.1.6, 3.1, 3.2, 3.2.1, 3.6.2, 3.6.3, 7.4, 7.5, 14.1, 14.2; 26.4.0 (all); Appendix A - Settlement Land Descriptions R-7B, R-8B

Responsibility

Activities

Timing

Yukon	Upon establishment of the Area as a Park, manage the Park in accordance with the <u>Parks and Land Certainty Act</u> , RSY 2002, c. 165 and the <u>Wildlife Act</u> , RSY 2002, c. 229 and to the extent practicable, in a manner consistent with the objectives set out in 1.1.2 to 1.1.6.	Prior to approval of the management plan
Yukon	Manage the Park in accordance with the <u>Parks and Land Certainty Act</u> , RSY 2002, c. 165 and the <u>Wildlife Act</u> , RSY 2002, c. 229 and the Approved Management Plan.	After approval of the management plan
Yukon, KFN, WRFN	Consider mechanisms, and at discretion, enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.	After approval of the management plan
KFN	Manage Kluane First Nation Settlement Land in the Park in a manner consistent with the objectives set out in Chapter 10 Schedule B 1.1.2 to 1.1.5.	Prior to and after approval of the management plan
KFN	When authorizing land use activities on Kluane First Nation Settlement, ensure they are compatible with land use activities which are permitted on land within the Park.	After approval of the management plan

If a dispute arises between Yukon and KFN or Yukon and WRFN respecting the management or use of Settlement Land in the Park:

Yukon and KFN or WRFN	Refer the matter to the dispute resolution process under 26.4.0.	As necessary
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PROJECT: Review and Amendment of the Approved Management Plan for Asi Keyi Natural Environment Park (the "Park")

RESPONSIBLE PARTY: Yukon, KFN, WRFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule B

- 13.1 If, within five years of the initial approval of the Approved Management Plan, Government, White River First Nation or Kluane First Nation is of the view that a review of the Approved Management Plan is required, Government, White River First Nation and Kluane First Nation shall jointly undertake such review.
- 13.2 Unless they otherwise agree, Government, White River First Nation and Kluane First Nation shall review the Approved Management Plan at least every ten years following the earlier of:
 - 13.2.1 any initial review of the Approved Management Plan pursuant to 13.1; and
 - 13.2.2 five years from the initial approval of the Approved Management Plan under 11.0.
- 13.3 Reviews of the Approved Management Plan shall include a process for public consultation.
- 13.4 Government, Kluane First Nation and White River First Nation shall make reasonable efforts to reach consensus as to any action to be taken as a result of the reviews referred to in 13.1 and 13.2, including amendments to the Approved Management Plan.
- 13.5 If Government, Kluane First Nation and White River First Nation are unable to reach consensus pursuant to 13.4, Government shall determine any action to be taken resulting from the reviews referred to in 13.1 and 13.2, including amendments to the Approved Management Plan, and shall advise Kluane First Nation and White River First Nation of its decision.
- 13.6 Until such time as the White River First Nation Final Agreement comes into effect, the rights and responsibilities of the White River First Nation under 13.0 may be assumed by the White River First Nation Band.
 - 13.6.1 If the White River First Nation Band fails to participate in any review under 13.1 or 13.2 within 90 days of being so requested by Government, the review may proceed without the participation of the White River First Nation Band.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 2.1; Chapter 10 Schedule B 1.1, 7.6, 9.0 (all), 14.1, 14.2

Responsibility	Activities	Timing
<u>If Yukon, KFN and/or WRFN requests a review of the Approved Management Plan within the first five years of initial approval of the Approved Management Plan:</u>		
Yukon	If the WRFN Final Agreement is not in effect, request WRFN Band to participate in the joint review of the Approved Management Plan.	As soon as practicable after the request for a review
KFN, WRFN, Yukon	Establish terms of reference for a joint review of the Approved Management Plan.	Prior to conducting the review
KFN, WRFN and Yukon	Jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation.	As soon as practicable
KFN, WRFN and Yukon	Conduct review of the Approved Management Plan. Identify proposed amendments, if any.	In accordance with the terms of reference and according to the agreed upon time lines
KFN, WRFN and Yukon	Make reasonable efforts to reach consensus as to any action to be taken as a result of the reviews referred to in 13.1 and 13.2, including amendments to the Approved Management Plan, and take action.	As soon as practicable

If Yukon, KFN and WRFN are unable to reach consensus under 13.4:

Government	Determine what action, if any, shall result from the review of the management plan. Advise KFN and WRFN of its decision.	As necessary
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If the WRFN Band fails to participate in the review under 13.1 or 13.2 within 90 days of being so requested by Government:

Yukon, KFN	Proceed with the review, without the participation of the WRFN Band.	As required
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If a review of the Approved Management Plan is not undertaken within the first five years of initial approval of the Approved Management Plan:

KFN, WRFN and Yukon	Carry out reviews of the Approved Management Plan with the time frames provided in 13.2 as per activities listed above.	As agreed by the parties
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Planning Assumptions

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

PROJECT: Including the Tachal region within the boundaries of Kluane National Park (“KNP”)

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 3.1 On the coming into effect of a White River First Nation Final Agreement, the Tachal Region shall be included within the boundary of the Park and the Kluane National Park Reserve shall cease to exist by virtue of this Agreement.
- 3.2 If the Tachal Region is part of the Park Reserve at the time proposed for the confirmation of the survey of any one of Parcels S-49B1, S-73A1 and S-83A1, the Minister shall cause the boundary of the Park Reserve to be amended to exclude that Parcel from the Park Reserve on the same day as the confirmation of the plan of survey of the Parcel.
- 3.3 If the Tachal Region is part of the Park at the time proposed for the confirmation of the survey of any one of Parcels S-49B1, S-73A1 and S-83A1, the boundary of the Park is amended by virtue of this Agreement to exclude that Parcel from the Park on the same day as the confirmation of the plan of survey of the Parcel.
- 3.4 After confirmation of the plans of survey of Site Specific Settlement Land Parcels S-49B1 and S-73A1, and after the completion of the Shakwak project in the vicinity of the Tachal Region, the Minister shall cause the boundary of the Park Reserve or Park to be amended as soon as practicable to extend the Park Reserve or Park to the reconstructed Alaska Highway from Congdon Creek to Slims River, excluding any privately owned or leased lands, and the land thereby added to the Park Reserve or Park shall be included within the Tachal Region.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 3.5, 3.6; Appendix A - Settlement Land Descriptions S-49B1, S-73A1, S-83A1

Responsibility	Activities	Timing
Canada	Amend the boundaries of the Park Reserve to exclude any of S-49B1, S-73A1, and S-83A1.	On or as soon as practicable after the Effective Date of this Agreement
Canada	Amend the boundaries of the KNP to include the Tachal Region.	Upon the Effective Date of the White River First Nation Final Agreement

Responsibility**Activities****Timing**

Canada

Amend the boundaries of the Tachal Region to the reconstructed Alaska Highway from Congdon Creek to Slims River, excluding any privately owned or leased lands.

After confirmation of the plan of survey in respect of Parcel S-49B1 and/or S-73A1, and after the completion of the Shakwak Project in the vicinity of the Tachal Region

Planning Assumptions

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Agreement to limit right to give, trade, barter or sell Non-Edible By-Products of Fish and Wildlife

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 4.6 Subject to Laws of General Application, unless otherwise agreed to by the parties to this Agreement, Kluane People shall have the right to give, trade, barter, or sell to any person any Non-Edible By-Product of Fish and Wildlife that is obtained from Harvesting Furbearers or incidental to Harvesting for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 4.1 (all), 4.2, 4.3, 4.4, 4.7, 4.8 (all), 4.9, 4.10, 4.11 (all), 4.12, 4.14, 4.15, 4.20, 4.21, 4.24, 4.25, 4.26; 16.4.5

Responsibility	Activities	Timing
Canada or Yukon or KFN	Propose to other parties arrangements respecting noted rights to be altered.	At discretion
Canada, Yukon and KFN	Attempt to reach agreement.	As required
Canada, Yukon and KFN	If agreement is reached by all parties, implement the agreement.	As soon as practicable

Planning Assumptions

1. The Planning Assumptions contained on the UFA-IP activity sheet for UFA 16.4.5 should be referred to by the parties in attempting to reach agreement respecting altering the rights described in KFNFA Chapter 10 Schedule C 4.6.
2. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Consultation prior to imposing a limitation on the exercise of rights for purposes of Conservation, public health or public safety

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

4.8 The exercise of rights under this schedule is subject to limitations provided for elsewhere in this schedule and to limitations provided for in Legislation enacted for purposes of Conservation, public health or public safety.

4.8.1 Any limitation provided for in Legislation pursuant to 4.8 must be consistent with this schedule, and must be reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.

4.8.2 Government shall Consult with Kluane First Nation before imposing a limitation pursuant to 4.8.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 4.6, 4.9, 4.10, 4.12, 4.14, 4.15 (all), 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26; 16.5.4

Responsibility	Activities	Timing
Canada	Notify KFN of proposal to impose a limitation pursuant to 4.8 and provide relevant information.	As soon as practicable
KFN	Prepare and present views to Canada.	Within a reasonable time indicated by Canada
Canada	Provide full and fair consideration of views presented.	Prior to imposing limitation
Canada	Notify KFN of outcome.	As soon as practicable

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Allocation by KFN of allowable harvest amount in the Tachal Region

RESPONSIBLE PARTY: Canada, KFN, Kluane National Park (“KNP”) superintendent

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 4.11 Where in accordance with this schedule, an allowable harvest in the Tachal Region is established for a species of Freshwater Fish or Wildlife, the following provisions shall apply:
- 4.11.1 Kluane First Nation shall decide whether to allocate any part, or all, of that allowable harvest to Kluane People and shall notify the Park superintendent in writing of its decision;
 - 4.11.2 where Kluane First Nation decides to allocate part, or all, of that allowable harvest, the notice pursuant to 4.11.1 shall specify the allocation of Freshwater Fish or the number and species of Wildlife to be harvested; and
 - 4.11.3 the right of a Kluane Person to Harvest Freshwater Fish or Wildlife for which an allowable harvest has been established is contingent upon that person being allocated that part of the allowable harvest by Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 4.8 (all), 6.5.10

Responsibility	Activities	Timing
Canada	Notify KFN of allowable harvest set for any species with the Tachal Region after Consultation with KFN pursuant to Chapter 10 Schedule C 4.8.	If an allowable harvest is set in accordance with Chapter 10 Schedule C
KFN	Determine portion, if any, of allowable harvest which is to be allocated.	After an allowable harvest level has been set
KFN	Notify KNP superintendent of decision in writing, specifying the allocation of Freshwater Fish or the number and species of Wildlife to be harvested.	As soon as practicable after decision whether to allocate allowable harvest
KFN	Allocate allowable harvest.	At discretion

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Manage exercise of rights of Kluane People in the Tachal Region

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 4.12 Kluane First Nation may manage, administer, allocate or otherwise regulate the exercise of rights under 4.0 of Kluane People in the Tachal Region, where not inconsistent with the regulation of those rights by Government in accordance with 4.8 and the other provisions of this schedule.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 4.0 (all)

Responsibility	Activities	Timing
KFN	At discretion, develop policies and procedures necessary for the management, administration, allocation and regulation of the rights of Kluane People in the Tachal Region pursuant to Chapter 10 Schedule C.	As appropriate
KFN	Manage, administer, allocate and regulate the exercise of rights in a manner consistent with Chapter 10 Schedule C.	As required

PROJECT: Maintain register of harvest information relating to Harvesting in the Tachal Region

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: KNPMB, Kluane National Park (“KNP”) superintendent

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

4.13 Kluane First Nation shall establish and maintain a register of harvest information relating to Harvesting in the Tachal Region which contains a record of the allocation of Harvesting rights among Kluane People and a record of what is harvested, and such other harvest information as is prescribed by the Board.

4.13.1 The register of harvest information shall be made available to the Park superintendent on a regular and timely basis in a manner prescribed by the Board.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 6.5.10; 16.5.1.12

Responsibility	Activities	Timing
KFN	Develop a register of harvest information relating to Harvesting in the Tachal Region.	As soon as practicable after Effective Date
KFN	Maintain register and record harvest information relating to the Tachal Region, and any other information as is prescribed by the KNPMB.	As required
KFN	Make register available to KNP superintendent.	In a manner prescribed by KNPMB

PROJECT: Proof of enrollment for Kluane People exercising their Harvesting Rights in the Tachal Region

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Kluane People

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 4.14 Upon the request of a Park warden, or other persons with lawful authority, Kluane People exercising their Harvesting rights in the Tachal Region shall show proof of enrollment under this Agreement.

CROSS REFERENCED CLAUSES: 16.4.7

Responsibility	Activities	Timing
KFN	Provide Canada with a sample of the proof of enrollment under the KFN Final Agreement developed pursuant to 16.4.7.	As soon as practicable after the proof of enrollment document is developed
Kluane People	When exercising their Harvesting rights in the Tachal Region, and requested by a Park warden, or other persons with lawful authority, show proof of enrollment under the KFN Final Agreement.	As required

PROJECT: Consultation with Kluane National Park Management Board regarding issuance of permit and licenses within the Tachal Region

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KNPMB, KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

4.15 The Minister, after Consultation with the Board, may require Kluane People to obtain a permit or licence for Harvesting within the Tachal Region but no fee or charge shall be imposed by Government for such permit or licence.

4.15.1 Upon the request of Kluane First Nation, the Minister, after Consultation with the Board, may allow Kluane First Nation to issue the permits or licences referred to in 4.15.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 10.1

Responsibility	Activities	Timing
Minister	Notify KNPMB of a proposal to require a permit or licence for Harvesting in the Tachal Region and provide relevant information to KNPMB.	As required
KNPMB	Prepare and present views to the Minister.	Within reasonable time indicated by the Minister
Minister	Provide full and fair consideration to the views presented.	Prior to taking action
<u>If decision taken to require a permit or licence for Harvesting in the Tachal Region:</u>		
Minister	Notify KFN of decision taken.	After decision is taken
Minister	Issue permit or licence without fee or charge.	As required, upon application by Kluane People
OR		
<u>Upon request of KFN to allow KFN to issue permits or licences:</u>		
Minister	Notify KNPMB of request of KFN and provide relevant information.	Upon receipt of request from KFN
KNPMB	Prepare and present views to the Minister.	Within reasonable time indicated by the Minister
Minister	Provide full and fair consideration to the views presented.	Prior to making decision regarding the request

Responsibility	Activities	Timing
Minister	Make decision and notify KNPMB and KFN of outcome.	As soon as practicable after the decision is taken
<u>If decision taken to allow KFN to issue permits or licences:</u>		
KFN	Issue permit or licence without fee or charge.	As required, upon application by Kluane People

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Provision of Fish and Wildlife harvested for management purposes within Tachal Region to KFN

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 4.16 The Minister shall offer to Kluane First Nation any Fish or Wildlife harvested within the Tachal Region for Park Reserve or Park management purposes, unless such Fish or Wildlife is required for scientific, Park Reserve or Park management purposes or as evidence in a court of law.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Minister	Advise KFN that Fish or Wildlife may be harvested within the Tachal Region for management purposes and may be available for use by KFN.	As required
Minister	Offer to KFN any Fish or Wildlife harvested within the Tachal Region for management purposes, not required for scientific, Park Reserve or Park management purposes or as evidence in a court of law.	As available

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: The establishment or expansion of cabins in the Tachal Region

RESPONSIBLE PARTY: Kluane People, KNPMB, Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 4.18 A Kluane Person proposing to establish or expand a cabin in the Tachal Region shall make a request to the Board.
 - 4.18.1 The Board shall consider the request and determine:
 - 4.18.1.1 whether the location of the proposed cabin conforms with the Management Plan; and
 - 4.18.1.2 whether the cabin is necessary for the exercise of Harvesting rights provided for in this schedule.
 - 4.18.2 Following consideration of the request, the Board shall make a recommendation to the Minister.
 - 4.18.3 The provisions of 6.6 to 6.14.2 apply to a recommendation of the Board made pursuant to 4.18.2.
 - 4.18.4 Subject to limitations prescribed pursuant to 4.8, the Board and the Minister shall approve the request referred to in 4.18, where the cabin conforms to the Management Plan and is necessary for the exercise of Harvesting rights provided for in this schedule.
- 6.7 The Minister, within 60 days of the receipt of a recommendation of the Board, may accept, vary, set aside or replace the recommendation. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Board.
- 6.10 The Board shall, within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 6.7, make a final recommendation and forward it to the Minister with written reasons.
- 6.12 The Minister may, within 45 days of receipt of a final recommendation, accept or vary it, or set it aside and replace it.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 4.8, 6.6, 6.8, 6.9, 6.11, 6.13, 6.14 (all)

Responsibility	Activities	Timing
Kluane People or KFN	Notify KNPMB of a request to establish or expand a cabin in the Tachal Region.	As required

Responsibility	Activities	Timing
KNPMB	Consider request and determine conformity with the Management Plan, and need for cabin.	Upon receipt of request
KNPMB	Make recommendation to the Minister regarding the establishment or expansion of a cabin in the Tachal Region.	As soon as practicable

If Minister accepts the recommendation of KNPMB:

Minister and KNPMB	Approve request and authorize the establishment or expansion of the cabin.	As soon as practicable
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OR

If Minister does not accept the recommendation of KNPMB:

Minister	Vary, set aside or replace the recommendation, and send it back to the KNPMB with written reasons.	Within 60 days of receipt of recommendation, unless extended by the Minister for a further 30 days
KNPMB	Review Ministerial decision, and forward final recommendation to the Minister, with written reasons.	Within 30 days of receipt of decision by the Minister, unless extended by the Minister
Minister	Make final decision and notify KNPMB.	Within 45 days of receipt of final recommendation by KNPMB
KNPMB	Notify Kluane People and KFN of decision.	As soon as practicable
Canada	Implement decision of the Minister.	As soon as practicable

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Approval of trapping within Tachal Region

RESPONSIBLE PARTY: Canada, KNPMB

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

5.2 The Board shall recommend to the Minister an area within the Tachal Region within which trapping by Kluane People shall be permitted in accordance with this schedule.

5.3 The provisions of 6.6 to 6.14 apply to a recommendation of the Board made pursuant to 5.2.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 4.0 (all), 5.0 (all), 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14 (all)

Responsibility	Activities	Timing
KNPMB	Make recommendation to the Minister regarding the area within the Tachal Region within which trapping by Kluane People shall be permitted in accordance with Chapter 10 Schedule C.	As soon as practicable
<u>If Minister accepts the recommendation of KNPMB:</u>		
Minister	Approve request and authorize the area within the Tachal Region within which trapping by Kluane People shall be permitted in accordance with Chapter 10 Schedule C.	As soon as practicable
OR		
<u>If Minister does not accept the recommendation of KNPMB:</u>		
Minister	Vary, set aside or replace the recommendation, and send it back to the KNPMB with written reasons.	Within 60 days of receipt of recommendation, unless extended by the Minister for a further 30 days
KNPMB	Review Ministerial decision, and forward final recommendation to the Minister, with written reasons.	Within 30 days of receipt of decision by the Minister, unless extended by the Minister
Minister	Make final decision and notify KNPMB.	Within 45 days of receipt of final recommendation by KNPMB

Responsibility**Activities****Timing**

KNPMB

Notify KFN of decision.

As soon as practicable

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Allocation of trapping opportunities and maintenance of register of allocations

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: KNPMB, Canada (Kluane National Park (“KNP”) superintendent)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 5.4 Kluane First Nation shall be responsible for allocating trapping opportunities in the area where trapping is permitted within the Tachal Region to Kluane People, and for the alignment, realignment and grouping of individual traplines within that area.
- 5.6 Kluane First Nation shall maintain a register of allocation of trapping opportunities, and shall provide a copy of that register to the Park superintendent.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 5.1, 5.2, 5.3, 5.5

Responsibility	Activities	Timing
KFN	Allocate trapping opportunities within the Tachal Region as recommended and approved pursuant to Chapter 10 Schedule C 5.2 and 5.3.	As required after area is approved
KFN	Align, re-align or group individual traplines within approved area.	As required
KFN	Establish and maintain register of allocation of trapping opportunities.	As soon as practicable
KFN	Provide copy of register to KNP superintendent.	As required

PROJECT: KFN membership on the Kluane National Park Management Board

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: KNPMB

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

6.2 The membership of the Board shall be increased from four to six and Kluane First Nation shall have the right to nominate two members to the Board. The Park superintendent or a person designated by the Park superintendent shall be a non-voting member of the Board.

6.17 The operation of 6.1, 6.2, 6.3 and 6.4 is suspended until amendments to Schedule A of Chapter 10 of the Champagne and Aishihik First Nations Final Agreement which make reciprocal provisions come into effect, and the parties to this Agreement shall cooperate with a view to having those amendments come into effect on or as soon as practicable after the Effective Date of this Agreement.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 5.1, 5.2, 5.3, 5.5, 6.1, 6.3, 6.4

Responsibility	Activities	Timing
KFN	Nominate two members to the Board.	As soon as practicable after Effective Date, noting the provisions of 6.17

PROJECT: Recommendations of the KNPMB pursuant to Chapter 10
Schedule C 6.5

RESPONSIBLE PARTY: KNPMB, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 6.5 The Board may make recommendations to the Minister on all matters pertaining to the development and management of the Tachal Region, including:
 - 6.5.1 routes, methods and modes of access for Harvesting within the Tachal Region;
 - 6.5.2 harvest limits, including allowable harvests, and seasons for Harvesting in the Tachal Region;
 - 6.5.3 locations and methods of Harvesting within the Tachal Region;
 - 6.5.4 the management of Heritage Resources within the Tachal Region;
 - 6.5.5 designating or modifying a No Harvesting Zone in **the** Tachal Region, other than the No Harvest Zone on the south side of Slims River described in 4.24;
 - 6.5.6 modifying the No Harvesting Zone on the south side of Slims River described in 4.24;
 - 6.5.7 revisions to the Management Plan;
 - 6.5.8 matters related to the development or management of the Park Reserve and Park forwarded to the Board by the Minister;
 - 6.5.9 proposed Park Reserve and Park boundary adjustments;
 - 6.5.10 co-ordinating the management of Fish and Wildlife populations which cross the boundary of the Park Reserve and Park with the Fish and Wildlife Management Board, affected Renewable Resources Councils and other responsible agencies;
 - 6.5.11 existing and proposed Legislation relating to the Park Reserve and Park; and
 - 6.5.12 means to integrate traditional and scientific knowledge in the management of the natural and cultural resources of the Park Reserve and Park.
- 6.7 The Minister, within 60 days of the receipt of a recommendation of the Board, may accept, vary, set aside or replace the recommendation. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Board.
- 6.8 The Minister may extend the time provided in 6.7 by 30 days.
- 6.10 The Board shall, within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 6.7, make a final recommendation and forward it to the Minister with written reasons.

- 6.11 The Minister may extend the time provided under 6.10.
- 6.12 The Minister may, within 45 days of receipt of a final recommendation, accept or vary it, or set it aside and replace it.
- 6.13 The Minister shall provide the Board with notice of the Minister's final decision under 6.12.
- 6.14 Government shall, as soon as practicable, implement:
 - 6.14.1 all recommendations of the Board that are accepted by the Minister under 6.7;
 - 6.14.2 all decisions of the Minister under 6.12; and
 - 6.14.3 subject to 6.14.1 and 6.14.2, all recommendations of the Board pursuant to 6.5.1 to 6.5.4 after the expiry of the time provided in the process set out in 6.7 to 6.13.
- 6.16 The Board shall make reasonable provisions for public involvement in the development of its recommendations.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 3.2, 4.0 (all), 6.1, 6.3, 6.4, 6.6, 6.9, 6.15, 6.17

Responsibility	Activities	Timing
KNPMB	At discretion, make recommendation to the Minister regarding matters pertaining to the development and management of the Tachal Region as indicated in Chapter 10 Schedule C 6.5.	As soon as practicable
<u>If the Minister accepts the recommendation of KNPMB:</u>		
Minister and KNPMB	Approve request and authorize the matters pertaining to the development and management of the Tachal Region as indicated in Chapter 10 Schedule C 6.5.	Within 60 days of receipt of recommendation, unless extended by the Minister for a further 30 days
OR		
<u>If the Minister does not accept the recommendation of KNPMB:</u>		
Minister	Vary, set aside or replace the recommendation, and send it back to the KNPMB with written reasons.	Within 60 days of receipt of recommendation, unless extended by the Minister for a further 30 days
KNPMB	Review Ministerial decision, and forward final recommendation to Minister, with written reasons.	Within 30 days of receipt of decision by the Minister, unless extended by the Minister

Responsibility	Activities	Timing
Minister	Make final decision and notify KNPMB.	Within 45 days of receipt of final recommendation by KNPMB
KNPMB	Notify Kluane People and KFN of decision.	As soon as practicable
Canada	Implement decision of the Minister.	As soon as practicable

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Information prepared by Government regarding Tachal Region

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 7.3 Government shall ensure that information it issues regarding the Tachal Region shall recognize the long association of Kluane First Nation with the area comprising the Tachal Region and Kluane First Nation past and present use of it.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Canada	Notify KFN of a proposal to revise previously issued information or to issue new information regarding the Tachal Region, and provide details.	As soon as practicable in the planning of the information being considered
KFN	Provide input into means by which KFN association with, and their past and present use of, the Tachal Region shall be recognized in the information being considered.	Within reasonable time agreed with Canada
Canada	Issue information recognizing objective of Chapter 10 Schedule C 7.3.	As required

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Coordination of Fish and Wildlife management in the Tachal Region

RESPONSIBLE PARTY: Canada, KFN, Yukon

PARTICIPANT / LIAISON: DKRRC, FWMB, KNPMB, Champagne and Aishihik First Nations (“CAFN”), Alsek Renewable Resources Council (“ARRC”)

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 7.5 Government shall make best efforts to coordinate the management of Fish and Wildlife in the Tachal Region with agencies responsible for the management of Fish and Wildlife outside the Park and Park Reserve.

CROSS REFERENCED CLAUSES: 16.3.14.1

Responsibility	Activities	Timing
Yukon, Canada, KFN	Meet to discuss appropriate protocol for coordination of the management of Fish and Wildlife populations in the Tachal Region.	As soon as practicable after Effective Date
Yukon, Canada, KFN	Draft protocol and provide to all affected agencies for review.	As determined in discussions
Yukon, Canada, KFN, DKRRC, FWMB, KNPMB, CAFN and ARRC	Make best efforts to coordinate the management of Fish and Wildlife in the Tachal Region.	

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Listing of Heritage Sites and preparation of an Inventory of Moveable Heritage Resources and Heritage Sites within the Tachal Region

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN, YHRB

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 8.4 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government shall provide Kluane First Nation with a listing of all Heritage Sites directly related to the culture and heritage of Kluane First Nation and Kluane People, including information on their location and character, that are located within the Tachal Region and which have been documented at the Effective Date of this Agreement.
- 8.5 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites within the Tachal Region which relate to Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 8.1, 8.2, 8.3; 13.4.8, 13.8.1.2

Responsibility	Activities	Timing
Canada	Provide to KFN a listing of Heritage Sites within the Tachal Region directly related to the culture and heritage of Kluane First Nation and the Kluane People which have been documented at the Effective Date.	As soon as practicable after Effective Date
Canada	Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites within the Tachal Region, within existing budgets.	After the Effective Date
KFN, Canada	Indicate, in the case of Moveable Heritage Resources and Heritage Sites within the Tachal Region, the location and character of the Resources and Sites, where available.	During development of inventory
Canada	Notify YHRB that inventory is being prepared and seek input regarding inventory of Moveable Heritage Resources and Heritage Sites within the Tachal Region.	During development of inventory
YHRB	At discretion, review and make recommendations to Canada regarding inventory of Moveable Heritage Resources and Heritage Sites within the Tachal Region.	As soon as practicable after notice received

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Inclusion of Southern Tutchone in interpretive displays and signage relating to the history and culture of KFN that may be erected in the Tachal Region

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 8.6 Government agrees that the Southern Tutchone language shall be included in any interpretive displays and signage that may be erected in the Tachal Region related to the history and culture of Kluane First Nation.

CROSS REFERENCED CLAUSES: 13.8.1.6

Responsibility	Activities	Timing
Canada	Notify KFN of proposal to develop any interpretive displays or signage relating to the history and culture of KFN that may be erected in the Tachal Region.	As necessary
KFN, Canada	Discuss appropriate wording for any interpretive displays and signage relating to the history and culture of KFN that may be erected in the Tachal Region.	Prior to completing displays or signage
Canada	Include the Southern Tutchone language in any interpretive displays and signage relating to the history and culture of KFN that may be erected in the Tachal Region.	As required

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Naming of places or features located within the Tachal Region

RESPONSIBLE PARTY: Canada, YGPNB, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

8.7 When considering the naming or renaming of places or features located within the Tachal Region, the responsible agency shall Consult with Kluane First Nation.

CROSS REFERENCED CLAUSES: 13.11.2

Responsibility	Activities	Timing
Canada and/or YGPNB	Refer proposals for naming or renaming places or features in the Tachal Region to KFN, and Canada or YGPNB. Provide details.	Within a reasonable period of time upon receipt of proposals
KFN	Review information and provide views to Canada and YGPNB.	Within a reasonable time as proposed by Canada and/or YGPNB or as the parties may agree
Canada and YGPNB	Provide full and fair consideration of views presented.	After KFN presents its views
Canada and YGPNB	Approve or deny proposal for naming or renaming places or features in the Tachal Region. Notify KFN of outcome.	After receipt of recommendation

Planning Assumptions

1. The Parks Canada Agency will assume the lead role for Canada.
2. Agreement by Canada and YGPNB is required for approval of proposal for naming or renaming places or features in the Tachal Region.

PROJECT: Consent to access to KFN Burial Sites within the Tachal Region

RESPONSIBLE PARTY: KFN, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

8.8 There shall be no access by visitors to Kluane First Nation Burial Sites in the Tachal Region without the express written consent of Kluane First Nation.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
KFN	Receive request for access to Burial Site.	As required
KFN	Consider request for access, grant access or deny the request, and notify the applicant in writing of the decision, including any terms and conditions that may be imposed on the access, if access is granted.	Upon receipt of the request for access
KFN	Inform Canada of decision taken.	As soon as practicable
KFN, Canada	Implement the decision taken.	As necessary

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Establishment of hiring practices and policies for the Tachal Region

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 9.1 After Consultation with Kluane First Nation, Canada shall establish hiring procedures and policies with the objective that the ratio of Kluane People employed in public service positions in the Tachal Region is at least equal to the ratio of the Yukon Indian People to the total population within the KFN Core Area.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Canada	Notify KFN of intention to establish hiring procedures or policies pursuant to Chapter 10 Schedule C 9.1, and provide relevant information.	As soon as practicable after Effective Date
KFN	Prepare and present views.	Within a reasonable time indicated by Canada
Canada	Provide full and fair consideration to the views presented.	Prior to establishing procedures or policies
Canada	Establish procedures or policies.	As necessary
Canada	Inform KFN on the manner in which hiring objectives of Chapter 10 Schedule C 9.1 will be achieved.	As soon as practicable

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Exclusive opportunity to provide commercial horse riding operations that may be permitted within the Tachal Region

RESPONSIBLE PARTY: KFN, Canada

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

9.4 Subject to any commercial horse riding operation existing in the Kluane National Park Reserve on the Effective Date of this Agreement, Kluane First Nation shall have the exclusive opportunity to provide commercial horse riding operations that may be permitted within the Tachal Region.

9.4.1 The opportunity referred to in 9.4 shall include the opportunity to establish and use staging areas within the Tachal Region provided such uses conform to the Management Plan.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Canada	Subject to any commercial horse riding operation existing in the Kluane National Park Reserve on the Effective Date of this Agreement, provide to KFN the exclusive opportunity to provide commercial horse riding operations that may be permitted within the Tachal Region.	As required

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Right of first refusal for specified contracts within the Tachal Region pursuant to Chapter 10 Schedule C 9.5 and 9.6

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 9.5 The Minister shall provide Kluane First Nation with a right of first refusal to accept any contract offered by the Minister for the use by Parks Canada Agency of pack animals in the Tachal Region, which right of first refusal shall be offered in the following manner:
- 9.5.1 the Minister shall provide notice to Kluane First Nation specifying the terms and conditions of the contract;
 - 9.5.2 where Kluane First Nation does not tender acceptance within 30 days, the Minister may offer the contract publicly on the same terms and conditions specified in the notice given under 9.5.1; and
 - 9.5.3 if the contract offered publicly is not accepted, the Minister may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.5.
- 9.6 The Minister shall provide Kluane First Nation with a right of first refusal to accept any contract offered by the Minister for the construction of trails or the construction or maintenance of roads in the Tachal Region, which right of first refusal shall be offered in the following manner:
- 9.6.1 the Minister shall provide notice to Kluane First Nation specifying the terms and conditions of the contract;
 - 9.6.2 where Kluane First Nation does not tender acceptance within 30 days, the Minister may offer the contract publicly on the same terms and conditions specified in the notice given under 9.6.1; and
 - 9.6.3 if the contract offered publicly is not accepted, the Minister may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.6.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12; 26.4.0

Responsibility	Activities	Timing
Minister	Notify KFN of contract offer pursuant to Chapter 10 Schedule C 9.5 and 9.6 and specify terms and conditions.	Prior to tendering the contract
KFN	Review contract offer and notify the Minister of acceptance or refusal.	Within 30 days of notification

Responsibility	Activities	Timing
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If KFN accepts contract offer:

Minister	Let contract to KFN.	As required
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OR

If KFN refuses contract offer:

Minister	Offer the contract publicly on the same terms and conditions.	As necessary
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If public tender results in no acceptance of contract:

Minister	Re-offer the contract with new terms and conditions in accordance with Chapter 10 Schedule C 9.5 and 9.6, and in accordance with the above procedure.	As necessary
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Planning Assumptions

1. KFN is not precluded from entering into the public tender.
2. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Exclusive opportunity to provide commercial dog sledding operations that may be permitted within the Tachal Region

RESPONSIBLE PARTY: KFN, Canada

PARTICIPANT / LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 9.8 Subject to any commercial dog sledding operation existing in the Kluane National Park Reserve on the Effective Date of this Agreement, Kluane First Nation shall have the exclusive opportunity to provide commercial dog sledding operations that may be permitted within the Tachal Region.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Canada	Subject to any commercial dog sledding operation existing in the Kluane National Park Reserve on the Effective Date of this Agreement, provide to KFN the exclusive opportunity to provide commercial dog sledding operations that may be permitted within the Tachal Region.	As required

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Right of first refusal for new licenses or permits for ground transportation or retail outlets within the Tachal Region

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 9.10 Kluane First Nation shall have the right of first refusal to any new licence or permit issued by the Minister for the commercial operation of private sector motor-assisted public ground transportation or tours and motor-assisted boat tours to destinations within the Tachal Region permitted by the Management Plan which right of first refusal shall be offered in the following manner:
- 9.10.1 the Minister shall provide notice to Kluane First Nation specifying the terms and conditions of the licence or permit;
 - 9.10.2 where Kluane First Nation does not tender acceptance within 30 days, the Minister may offer the licence or permit publicly on the same terms and conditions specified in the notice given under 9.10.1; and
 - 9.10.3 if the licence or permit offered publicly is not accepted, the Minister may re-offer the licence or permit on new terms and conditions in accordance with the procedure set out in 9.10.
- 9.11 Kluane First Nation shall have the right of first refusal to acquire any new licence or permit issued by the Minister to develop and operate any retail outlets which may be permitted in Park Reserve or Park facilities located in the KFN Core Area which right of first refusal shall be offered in the following manner:
- 9.11.1 the Minister shall provide notice to Kluane First Nation specifying the terms and conditions of the licence or permit;
 - 9.11.2 where Kluane First Nation does not tender acceptance within 30 days, the Minister may offer the licence or permit publicly on the same terms and conditions specified in the notice given under 9.11.1; and
 - 9.11.3 if the licence or permit offered publicly is not accepted, the Minister may re-offer the licence or permit on new terms and conditions in accordance with the procedure set out in 9.11.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12; 26.4.0

Responsibility	Activities	Timing
Minister	Notify KFN of availability of any new licence or permit pursuant to Chapter 10 Schedule C 9.10 and 9.11 and specify terms and conditions, if applicable.	Prior to issuing new permits or licences

Responsibility	Activities	Timing
KFN	Review notification of available licence or permit and notify the Minister of acceptance or refusal.	Within 30 days of notification

If KFN accepts licence or permit:

Minister	Grant licence or permit to KFN.	As required
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OR

If KFN refuses licence or permit:

Minister	Offer the licence or permit publicly on the same terms and conditions.	As necessary
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If public process results in no acceptance of licence or permit:

Minister	Re-offer the licence or permit with new terms and conditions in accordance with Chapter 10 Schedule C 9.10 and 9.11, and in accordance with the above procedure.	As necessary
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Planning Assumptions

1. KFN is not precluded from applying for licenses or permits that are publicly available.
2. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Right of first refusal for commercial guiding or outfitting opportunities in the Tachal Region

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

9.12 If the Minister establishes a limit for commercial guiding or outfitting opportunities in the Tachal Region, which for greater certainty includes commercial rafting, Kluane First Nation shall have a right of first refusal to acquire new licences or permits as follows:

9.12.1 in the first year that the Minister establishes a limit, the Minister shall offer to Kluane First Nation in respect of the Tachal Region:

9.12.1.1 25 percent of the licences or permits to be issued by the Minister, less the number of licences required to allow existing operations which are held by a Kluane Firm to operate at their then existing level in the Tachal Region, or

9.12.1.2 the number of licences or permits that remain after the then existing operations have been issued the licences or permits that are required to allow them to operate at their then existing level in the Tachal Region, whichever is less, and

9.12.2 in the second year, and in each year thereafter, the Minister shall offer to Kluane First Nation any new licences or permits issued by the Minister from time to time until Kluane First Nation and Kluane Firms together have been issued 25 percent of the licences or permits issued from time to time.

10.3 Kluane First Nation shall apply to the Minister within one year of the offer of a licence or permit under any of 9.12, failing which the right of first refusal for that licence or permit shall lapse.

10.5 When Kluane First Nation applies for a licence or permit in accordance with 10.3 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, the Minister shall issue that licence or permit to Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 10.2, 10.4, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12; 26.4.0

Responsibility

Activities

Timing

In the first year that the Minister establishes a limit for commercial guiding or outfitting opportunities in the Tachal Region:

Minister Offer KFN licences or permits in the Tachal Region available pursuant to Chapter 10 Schedule C 9.12.1.

Responsibility	Activities	Timing
KFN	Apply to the Minister accepting the offer.	Within one year of receipt of offer
<u>If KFN applies for the licence or permit and satisfies the requirements that otherwise apply to obtaining such a licence or permit:</u>		
Minister	Issue the licence or permit to KFN.	As required
OR		
<u>If KFN refuses licence or permit, or fails to apply to the Minister within one year of the offer of a licence or permit under any of 9.12 :</u>		
Minister	Offer the licence or permit publicly.	As necessary
<u>If public applies for the licence or permit and satisfies the requirements that otherwise apply to obtaining such a licence or permit:</u>		
Minister	Issue the licence or permit to public.	
<u>In the second year that the Minister establishes a limit for commercial guiding or outfitting opportunities in the Tachal Region, and in each year thereafter until KFN and Kluane Firms together have been issued 25 percent of the licenses or permits issued from time to time:</u>		
Minister	Offer KFN new licences or permits in the Tachal Region.	As required
KFN	Apply to the Minister accepting the offer.	Within one year of receipt of offer
<u>If KFN applies for the licence or permit and satisfies the requirements that otherwise apply to obtaining such a licence or permit:</u>		
Minister	Issue the licence or permit to KFN.	As required
OR		
<u>If KFN refuses licence or permit, or fails to apply to the Minister within one year of the offer of a licence or permit under any of 9.12 :</u>		
Minister	Offer the licence or permit publicly.	As necessary
<u>If public applies for the licence or permit and satisfies the requirements that otherwise apply to obtaining such a licence or permit:</u>		
Minister	Issue the licence or permit to public.	

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

PROJECT: Consultation with KNPMB respecting commercial guiding or outfitting opportunities in the Tachal Region

RESPONSIBLE PARTY: Canada, KNPMB

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 10 Schedule C

- 10.1 The Minister shall Consult with the Board in deciding whether there should be a limit, or a change to an existing limit, on the number of licences or permits for commercial guiding or outfitting opportunities in the Tachal Region, and on any terms and conditions or changes to the terms and conditions that should apply to those licences or permits.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 9.12 (all), 10.2, 10.4, 10.6, 10.7

Responsibility	Activities	Timing
Minister	Notify KNPMB of proposal to establish a limit or change an existing limit on the numbers of licences or permits relating to commercial guiding or outfitting opportunities in the Tachal Region, and provide relevant information.	As required
KNPMB	Prepare and present views to the Minister.	Within a reasonable time indicated by Canada
Minister	Provide full and fair consideration of views presented.	Prior to establishing a limit or changing existing limit
Minister	Determine action to be taken.	As necessary
Minister	Notify KFN and KNPMB of outcome.	As soon as practicable

Planning Assumption

1. The Parks Canada Agency will assume the lead role for Canada.

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

RESPONSIBLE PARTY: Government, KFN, other affected YFNs

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

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

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

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

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

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

- (b) any prospective nominee's familiarity with land use planning issues;
- (c) the compatibility of proposed nominees; and
- (d) any other matters to which Government, and Kluane First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, agree.

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

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 4.1; 11.4.3, 26.3.0 (all)

Responsibility	Activities	Timing
Government, KFN and other affected YFNs	In order to determine the total number of nominees from each party, attempt to agree on who will nominate the one third of the representatives based upon the demographic ratio of Yukon Indian People in the planning region to the total population in the planning region.	Upon decision to establish RLUPC
Government, KFN or other affected YFNs	If no agreement on who should nominate the one third of the nominees based upon the demographic ratio of Yukon Indian People in the planning region to the total population in the planning region, at discretion, refer disagreement to dispute resolution under 26.3.0.	As necessary
KFN, other affected YFNs	Attempt to determine the proposed YFN nominees to the RLUPC.	As required
KFN or other affected YFNs	If no agreement on YFN nominees, at discretion, refer disagreement resulting from 11.4.2.3 to dispute resolution under 26.3.0.	As necessary
KFN and other affected YFNs, Government	Make reasonable efforts to reach a consensus as to the individuals which each party nominates to the RLUPC.	When making nominations to the RLUPC
<u>If consensus is reached:</u>		
KFN and other affected YFNs, Government	Nominate those individuals.	As soon as practicable

Responsibility**Activities****Timing**

OR

If no consensus reached:KFN, or other
affected YFNs,
or GovernmentAt discretion, give written notice to the other party
identifying the individuals which it intends to
nominate to the RLUPC.

As necessary

KFN, or other
affected YFNs,
or Government

At discretion, nominate named individuals.

At least 14 days after
notice provided

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

RESPONSIBLE PARTY: Government

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

OBLIGATIONS ADDRESSED:

11.6.2 Government, after Consultation with any affected Yukon First Nation and any affected Yukon community, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying on Non-Settlement Land.

11.6.3 If Government rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:

11.6.3.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to Government, with written reasons; and

11.6.3.2 Government shall then approve, reject or modify that part of the plan recommended under 11.6.3.1 applying on Non-Settlement Land, after Consultation with any affected Yukon First Nation and any affected Yukon community.

CROSS REFERENCED CLAUSES: 11.4.4, 11.6.1

Responsibility	Activities	Timing
Government	Notify KFN and other affected YFNs and Yukon communities that Non-Settlement Land aspects of recommended regional land use plan are being considered by Government.	Upon receipt of regional land use plan
Government	Provide information about the recommended plan as it applies to Non-Settlement land and indicate reasonable time for response.	At time of notification
KFN, other affected YFNs, and affected Yukon communities	Review information and prepare and present views.	Within reasonable period of time indicated by Government
Government	Provide full and fair consideration of views.	Before responding to the RLUPC
Government	Prepare and forward to the RLUPC, the Government response to aspects of the plan dealing with Non-Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with YFNs and communities

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

Planning Assumption

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

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

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: RLUPC, Government

OBLIGATIONS ADDRESSED:

- 11.6.4 Each affected Yukon First Nation, after Consultation with Government, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying to the Settlement Land of that Yukon First Nation.
- 11.6.5 If an affected Yukon First Nation rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:
- 11.6.5.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to that affected Yukon First Nation, with written reasons; and
- 11.6.5.2 the affected Yukon First Nation shall then approve, reject or modify the plan recommended under 11.6.5.1, after Consultation with Government.

CROSS REFERENCED CLAUSES: 11.4.4, 11.6.1

Responsibility	Activities	Timing
KFN	Notify Government that Settlement Land aspects of the recommended regional land use plan are being considered by the KFN.	Upon receipt of regional land use plan
KFN	Provide information about recommended plan as it applies to Settlement Land and indicate reasonable time for response.	At time of notification
Government	Review information and prepare and present views.	Within reasonable time frame indicated by KFN
KFN	Provide full and fair consideration of views.	Before responding to the RLUPC
KFN	Prepare and forward to the RLUPC, the KFN response to aspects of the plan dealing with Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with Government
RLUPC	If the plan is not supported in its entirety, reconsider plan in light of KFN response and make final recommendation for plan to KFN, including written reasons.	Upon receipt of KFN response to plan
KFN and Government	Repeat first four activities for those items that may have been modified by the RLUPC in its final recommendation.	Prior to final decision by KFN

Responsibility	Activities	Timing
KFN	Prepare and forward to the RLUPC the final KFN acceptance, rejection or modification of aspects of the plan dealing with Settlement Land.	After Consultation with Government

Planning Assumption

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

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

RESPONSIBLE PARTY: Yukon and KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

CROSS REFERENCED CLAUSES: 11.8.1, 11.8.2, 11.8.3

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

Planning Assumption

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

PROJECT: Consultation with KFN prior to Planning related to Cultus Bay Road

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

11.10.1 In 11.10.0, the following definitions shall apply:

"Cultus Bay Road" means that road shown approximately by a solid line designated as Cultus Bay Road on Map Sheets 115 G/1 and 115G/2, in Appendix B - Maps, which forms a separate volume to this Agreement.

"Planning" includes the carrying out of any studies relating to:

- the siting, routing or construction of a road; and
- any environmental or socio-economic impacts of a road, including impacts on Fish and Wildlife and their habitat, Heritage Resources and any other renewable or non-renewable resource.

11.10.2 Government shall Consult with Kluane First Nation respecting Planning of the Cultus Bay Road in the Traditional Territory of Kluane First Nation.

CROSS REFERENCED CLAUSES: Appendix A - Settlement Land Descriptions R-3A; Cultus Bay Road on Map Sheets 115G/1 and 115G/2 in Appendix B - Maps

Responsibility	Activities	Timing
Yukon	Provide notice and details of any Planning activity for the Cultus Bay Road.	In sufficient time to permit Consultation to occur prior to undertaking any Planning activity
KFN	Prepare and present views on proposed Planning activity for Cultus Bay Road.	Within a reasonable period of time
Yukon	Provide full and fair consideration of views presented by KFN regarding the proposed Planning activity for Cultus Bay Road.	Before undertaking the Planning activity
Yukon	Notify KFN of outcome.	After consideration of KFN views

PROJECT: Restriction on Government to Construction of Casino Road

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

11.10.3 In 11.10.4 the following definitions apply:

"Casino Road" means that road shown approximately by a dashed line designated as Casino Road on Map Sheets 115G/6, 115G/10, 115G/11, 115G/14, 115G/15, 115J/2 and 115J/3, in Appendix B - Maps, which forms a separate volume to this Agreement.

"Construct" means the building, maintaining or upgrading of a road.

11.10.4 Government shall not Construct the Casino Road in the Traditional Territory of Kluane First Nation for a period of 10 years from the Effective Date of this Agreement or until a regional, subregional or district land use plan is prepared in accordance with this chapter, whichever is the earlier.

CROSS REFERENCED CLAUSES: Casino Road on Map Sheets 115 G/6, 115 G/10, 115 G/11, 115 G/14, 115 G/15, 115 J/2, 115 J/3 in Appendix B - Maps

Responsibility

Activities

Timing

Unless a regional, subregional or district land use plan is prepared in accordance with this chapter:

Yukon

Shall not undertake Construction of the Casino Road.

Within 10 years from Effective Date

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

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

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

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

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

CROSS REFERENCED CLAUSES: 13.3.8, 13.4.1, 13.4.2, 13.4.8

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

Planning Assumptions

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

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

RESPONSIBLE PARTY: KFN, Canada, Yukon, other YFNs

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

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

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

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

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

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

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

13.3.8.2 If Kluane First Nation and White River First Nation assert ownership of a Heritage Resource which may be subject to 13.3.1 and 13.3.2, they shall attempt to resolve the matter between themselves, and, failing resolution, they may agree to refer the matter to the Yukon Heritage Resources Board which shall determine ownership of the Heritage Resource in dispute.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 8.2; 13.3.3, 13.3.4, 13.3.7, 13.3.8, 13.3.8.1, 13.3.8.3, 13.4.1, 13.4.2, 13.4.8, 13.5.3, 13.5.3.6, 13.6.1, 26.3.0

Responsibility	Activities	Timing
KFN	At discretion, develop and establish policies and procedures via mechanisms such as community-based research regarding:	

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

Responsibility	Activities	Timing
Canada or Yukon	Manage object, if YHRB determines the object is an ethnographic object not directly related to the culture and history of Yukon Indian People.	After dispute is resolved

Planning Assumptions

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

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

RESPONSIBLE PARTY: Canada, Yukon, KFN

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

OBLIGATIONS ADDRESSED:

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

13.4.2 Once an equitable distribution of program resources is achieved, Heritage Resources of Yukon Indian People shall continue to be allocated an equitable portion of Government program resources allocated from time to time for Yukon Heritage Resources development and management.

CROSS REFERENCED CLAUSES: 2.6.7; Chapter 2 Schedule C 4.1; 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8 (all), 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.7.2, 13.8.1 (all), 13.8.2, 13.8.3 (all), 13.8.7 (all), 13.9.1 (all), 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A; UFA Plan Annex D

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

Responsibility	Activities	Timing
Canada, Yukon, KFN	Jointly monitor implementation of the strategic plan, and review and amend the plan from time to time as may be agreed.	Ongoing

Planning Assumptions

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

2. Terms of reference for the strategic plan shall include:
 - a) consideration of the objectives set out in 13.1.0;
 - b) an approach that recognizes the historical underdevelopment of the Heritage Resources of Yukon Indian People;
 - c) establishment of criteria and a process for evaluation of progress in achieving and maintaining an equitable distribution of Government program resources available from time to time for the development and management of Heritage Resources of Yukon Indian People as required pursuant to 13.4.1 and 13.4.2, including consideration of:
 - how the activities, projects and/or plans set out in the strategic plan, and related allocations of Government program resources, contribute to achieving the objective of 13.4.1 and 13.4.2 with respect to equitable distribution of program resources; and
 - allocations of Government program resources for the development and management of Heritage Resources of Yukon Indian People of all Yukon First Nations; and
 - d) consideration of the activities required pursuant to 2.6.7; Chapter 2 Schedule C 4.1; 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8 (all), 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.7.2, 13.8.1 (all), 13.8.2, 13.8.3 (all), 13.8.7 (all), 13.9.1 (all), 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A; UFA Plan Annex D

3. The terms of reference for the strategic plan may also include:

- a) the roles and participation of the Parties in developing, monitoring, reviewing and amending the strategic plan; and
 - b) such other matters as the Parties may agree.
4. The development and implementation of the strategic plan, as described in the activities set out above, may be coordinated with the development and implementation of similar strategic plans for (an) other Yukon First Nation(s), at the discretion of Government, KFN and the other Yukon First Nation(s).
 5. The development and management of the Heritage Resources of Yukon Indian People in that part of the Traditional Territory of KFN which, from time to time, overlaps the Traditional Territory of another YFN, will not be addressed in the strategic plan except to the extent that ownership of the Heritage Resource has been established pursuant to 13.3.2.1.
 6. At discretion of the YHRB, the Parties may consult with the YHRB at any time during development of the terms of reference and/or of the strategic plan.

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

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.4.8, 13.10.2

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

Planning Assumption

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

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

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 13.10.3

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

Planning Assumption

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

PROJECT: Consultation with KFN before establishing or designating territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of Kluane People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

13.4.6.5 Government shall Consult with Kluane First Nation before establishing or designating, as the case may be, territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of Kluane People.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Provide notice of intention to establish or designate territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of Kluane People. Provide details.	As required
KFN	Review notice and prepare and present views.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration to the views of KFN.	As soon as practicable upon receipt of KFN views
Government	Notify KFN of outcome.	After consideration of KFN views

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

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

13.4.8 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to Yukon First Nations.

CROSS REFERENCED CLAUSES: 2.7.1, 13.4.1, 13.4.2, 13.5.3, 13.5.3.7

Responsibility	Activities	Timing
Government	Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites, within existing budgets.	After the Effective Date
KFN, Government	Indicate, in the case of Moveable Heritage Resources and Heritage Sites, the location and origin of the Resources and Sites, where possible.	During development of inventory
Government	Notify YHRB that inventory is being prepared and seek input regarding inventory of Moveable Heritage Resources and Heritage Sites.	During development of inventory
YHRB	At discretion, review and make recommendations to Government regarding inventory of Moveable Heritage Resources and Heritage Sites.	As soon as practicable after notice received

PROJECT: Development of a manual to include definitions relating to heritage resources

RESPONSIBLE PARTY: YFNs, Yukon, Canada

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

13.5.3 The Board may make recommendations to the Minister and to Yukon First Nations on:

13.5.3.6 the development, revision and updating of a manual including definitions of ethnographic, archaeological, palaeontological and historic resources, to facilitate the management and interpretation of these resources by Government and Yukon First Nations, such manual to be developed by Yukon First Nations and Government;

CROSS REFERENCED CLAUSES: 13.3.2.1, 13.3.6, 13.3.7, 13.4.1, 13.4.2, 13.5.4

Responsibility	Activities	Timing
YFNs or Yukon	Notify parties of intent to begin development of manual.	At discretion
YFNs and Yukon	Convene meeting to discuss.	As arranged by parties
Yukon and YFNs	Notify YHRB that manual is being prepared and seek input.	Upon readiness of parties to undertake development of manual
YHRB	Make recommendations to Yukon, YFNs and Canada regarding the contents of manual.	As soon as practicable after notice received
Yukon and YFNs	Reach agreement on content of manual.	As soon as practicable
Yukon and YFNs	Provide Canada with definitions to be used in manual, and ask for response.	After agreement reached between Yukon and YFNs
Canada	Respond to Yukon and YFNs.	Within a reasonable period of time
Yukon and YFN	Incorporate Canada's comments in manual, as agreed by YFNs and Yukon. Complete manual.	As soon as practicable

Planning Assumption

1. When making recommendations respecting issues affecting lands administered by the Parks Canada Agency, the YHRB will address recommendations to the appropriate federal Minister.
2. In developing definitions of ethnographic, palaeontological objects etc., it is expected that the Yukon, YFNs, and Canada will agree on a single definition for each term.

PROJECT: The distribution of research or interpretive reports regarding Yukon Heritage Resources

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

13.7.1 Research or interpretive reports produced by Government or its agents regarding Yukon Heritage Resources shall be made available to the affected Yukon First Nation.

13.7.2 Where feasible, research reports in 13.7.1 or portions thereof, shall be made available to the public, recognizing that some reports may be restricted due to the sensitive nature of the information contained therein.

CROSS REFERENCED CLAUSES: 2.7.1, 13.4.1, 13.4.2

Responsibility	Activities	Timing
Government	Provide a list of existing research or interpretive reports and, as practicable, reports in preparation in respect of Heritage Resources.	At request of KFN, as soon as practicable after Effective Date
KFN	Request the research or interpretive reports that are of interest to KFN.	Following receipt of the list
Government	Make available to KFN the requested research or interpretive reports.	At request of KFN
KFN	Notify Government if it has any concerns that the report contains information of a sensitive nature.	As soon as practicable after receipt of requested reports
Government	Make a determination, based on concerns expressed by KFN and/or access to information and privacy legislation whether to release to public. Provide details of decision to KFN.	Prior to the public release of reports or portions thereof

Planning Assumptions

1. Government shall make best efforts to recognize and respect the sensitivity expressed by KFN pertaining to publication of such reports, consistent with 13.1.1.1.
2. The activities listed above are ongoing.

PROJECT: The identification of proposed Designated Heritage Sites or Heritage Sites directly related to the culture and heritage of Kluane People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

13.8.1.2 Government shall inform Kluane First Nation when land within the Traditional Territory of Kluane First Nation is identified by Government as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Kluane People.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.5.3, 13.5.3.9, 13.8.1.3

Responsibility	Activities	Timing
Government	Provide written notice to KFN when land within its Traditional Territory is identified as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Kluane People.	As soon as practicable after identification

PROJECT: The interim protection of a Heritage Site on Non-Settlement Land, Category B Settlement Land, or Fee Simple Settlement Land directly related to the culture and heritage of Kluane People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

13.8.1.3 When requested by Kluane First Nation, Government shall consider protection within existing Legislation, for a period of time, of a Heritage Site on Non-Settlement Land within the Traditional Territory of Kluane First Nation which is directly related to the culture and heritage of Kluane People, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site.

13.8.1.4 Government shall Consult with Kluane First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.3.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2

Responsibility	Activities	Timing
KFN	Request, from Government, protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Kluane People on Non-Settlement Land within the Traditional Territory of KFN, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site. Provide views regarding the terms and conditions of the temporary protection.	When interim protection desired
Government	Provide fair and full consideration to request for interim protection and KFN views regarding terms and conditions of the temporary protection.	As soon as practicable after request of KFN
Government	Make determination whether to provide interim protection, and on terms and conditions of same.	

Planning Assumption

1. The above activities should be completed as expeditiously as possible so that where interim protection is deemed to be required, it can be secured without unnecessary delays.

PROJECT: The provision for the use of the Southern Tutchone language in interpretive displays and signage in respect of Designated Heritage Sites

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.8.1.5 Management plans for Designated Heritage Sites directly related to the culture and heritage of Kluane People may provide for the use of Southern Tutchone in interpretive displays and signage after Government Consults with Kluane First Nation as to the appropriateness of that usage.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.8.2, 13.8.3 (all), 13.8.6

Responsibility	Activities	Timing
Government	Notify KFN of proposed interpretive displays and signage in respect of Designated Heritage sites directly related to the culture and heritage of Kluane People.	When developing management plans for Designated Heritage Sites directly related to the culture and heritage of Kluane People
Government	Address in Consultation with KFN the appropriateness of the use of Southern Tutchone in interpretive displays and signage.	Prior to or during development of management plans
KFN	Prepare and present views to Government regarding the appropriateness of the use of Southern Tutchone in interpretive displays and signage.	Within a reasonable period of time
Government	Provide full and fair consideration to views presented by KFN.	Within a reasonable period of time after receiving KFN views
Government	Notify KFN of outcome.	After consideration of KFN views

PROJECT: Negotiation of arrangements for ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of KFN which is directly related to the culture and heritage of the Kluane People

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.8.1.6 Government and Kluane First Nation may negotiate arrangements for the ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of Kluane First Nation which is directly related to the culture and heritage of Kluane People.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.8.2, 13.8.3 (all), 13.8.6

Responsibility	Activities	Timing
Government or KFN	Request commencement of negotiations regarding ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of KFN which is directly related to the culture and heritage of the Kluane People. Provide details to other party.	As necessary
Other party	Review request and determine whether to enter negotiations.	Following request to enter negotiations
Government, KFN	If parties agree, enter negotiations.	As necessary

PROJECT: Consideration of other resource users in management of interpretive and research activities at Heritage Sites

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.8.2 Government and the affected Yukon First Nation shall consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.

CROSS REFERENCED CLAUSES: 5.5.1 (all), 13.4.1, 13.4.2

Responsibility	Activities	Timing
Government, KFN	Consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.	Ongoing after Effective Date

PROJECT: The development and drafting of a permit system for use in the management of research activities at sites which may contain Moveable Heritage Resources

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.8.3 Government and the affected Yukon First Nation shall institute a permit system for research at any site which may contain Moveable Heritage Resources.

13.8.3.1 Government and Kluane First Nation shall Consult each other during the development and drafting of the permit system referred to in 13.8.3.

13.8.3.2 Without limiting any authority which Government or Kluane First Nation may otherwise have to establish a permit system, the system may include provisions in respect of:

- (a) notification of an application for a permit and of any permit issued;
- (b) requirements that research be conducted in a manner which maximizes the preservation of Moveable Heritage Resources;
- (c) involvement of Kluane People in research at sites which contain Moveable Heritage Resources directly related to the culture and history of Yukon Indian People;
- (d) the sharing of information between Government and Kluane First Nation relating to the nature and scope of research for which a permit application has been made; and
- (e) requirements for the provision to Government and Kluane First Nation by a permittee of non-technical summaries of the results of research conducted pursuant to a permit.

CROSS REFERENCED CLAUSES: 5.5.1 (all), 13.3.1, 13.4.1, 13.4.2

Responsibility	Activities	Timing
Government, KFN	Notify each other of interest to proceed with development of a permit system to control and monitor research activities at any site which may contain Moveable Heritage Resources.	After Effective Date
Government, KFN	Review each other's notice of intent to develop a permit system; prepare and present views to each other.	Within a reasonable time indicated by the other party
Government, KFN	Establish joint guidelines and conditions for a permit system within the Traditional Territory of KFN to control research activities at any site which may contain Moveable Heritage Resources.	As soon as practicable

Responsibility	Activities	Timing
KFN	Establish further guidelines and conditions for a permit system to control research activities at any site on Settlement Land which may contain Moveable Heritage Resources, to the extent that KFN wishes to vary the joint guidelines set by the parties.	After joint guidelines and conditions are established by the parties
Government, KFN	In developing a joint permit system, provide full and fair consideration to the views of the other party.	Within a reasonable time
Government, KFN	Develop and institute permit system.	As soon as practicable

PROJECT: Consultation before issuance of permit for research at a Heritage Site which is directly related to the culture and heritage of Kluane People in the Traditional Territory of KFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

13.8.3.3 Government shall Consult with Kluane First Nation before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Kluane People in the Traditional Territory of Kluane First Nation.

CROSS REFERENCED CLAUSES: 13.8.3, 13.8.3.2 (all)

Responsibility	Activities	Timing
Government	Notify KFN of application for a permit for research at a Heritage Site directly related to the culture and heritage of Kluane People in the Traditional Territory of KFN. Provide details.	Upon receipt of application
KFN	Review request and prepare and present views.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration to the views of KFN.	As soon as practicable
Government	Notify KFN of outcome.	As soon as practicable

PROJECT: The control of access to Designated Heritage Sites

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: YHRB

OBLIGATIONS ADDRESSED:

13.8.4 Access to Designated Heritage Sites shall be controlled in accordance with the terms of site management plans which have been reviewed by the Board, and approved and implemented by Government or the affected Yukon First Nation.

13.8.5 Government and the affected Yukon First Nation, when controlling access to Designated Heritage Sites, shall consider:

13.8.5.1 the interests of permitted researchers;

13.8.5.2 the interest of the general public; and

13.8.5.3 the requirements of special events and traditional activities.

CROSS REFERENCED CLAUSES: 10.5.1, 10.5.2, 13.8.1 (all), 13.8.2

Responsibility	Activities	Timing
Yukon and/or Canada and/or KFN	Establish policies and procedures to control access to Designated Heritage Sites in accordance with the terms of approved site management plans considering the requirements and interests of 13.8.5.	As soon as practicable after completion of management plans
Yukon and/or Canada and/or KFN	Control access in accordance with the policies and procedures developed.	Ongoing

Planning Assumption

1. Responsibility for monitoring and enforcement of access to Designated Heritage Sites will be addressed in the management plans.

PROJECT: The protection of Heritage Resources accidentally discovered on KFN Settlement Land

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Kluane First Nation Settlement Land shall take such steps as are reasonable in all the circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to Kluane First Nation.
- 13.8.7.2 A Person described in 13.8.7.1 who is not exercising a right of access or a right to use Kluane First Nation Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of Kluane First Nation.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Kluane First Nation Settlement Land provided for in this Agreement shall not further disturb a Heritage Site or a Moveable Heritage Resource unless permitted by Laws of General Application, and that Person obtains:
- (a) the consent of Kluane First Nation; or
 - (b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing the Heritage Site or Moveable Heritage Resource.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.8.7.4

Responsibility	Activities	Timing
KFN	Develop procedures with respect to the reporting of the accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource.	Within one year of Effective Date
KFN	Receive report of accidental discovery of a Heritage Resource. Ensure disturbance of Heritage Site or Moveable Heritage Resource has ceased.	As soon as practicable after discovery
KFN	If request made, grant or deny consent to further disturb a Heritage Site or Moveable Heritage Resource. Notify applicant of decision.	Within a reasonable time of the request
KFN	If application is made to the Surface Rights Board prepare and respond to application.	In accordance with Surface Rights Board rules

Planning Assumptions

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of Heritage Resources on KFN Settlement Land, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a Heritage Resource.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a Heritage Resource.

PROJECT: The protection of Documentary Heritage Resources that have been accidentally discovered on Settlement Land and reported to the KFN

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 13.8.7.4 Kluane First Nation shall report to Government, as soon as practicable, the discovery on Kluane First Nation Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 Government and Kluane First Nation shall attempt to agree whether a Documentary Heritage Resource described in 13.8.7.4 is a Public Record or a Non-Public Record and, failing agreement, either may refer the matter to the dispute resolution process under 26.3.0.
- 13.8.7.6 If a Documentary Heritage Resource is a Non-Public Record, Kluane First Nation shall make reasonable efforts to determine if it is privately owned.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.8.7.1, 26.3.0 (all)

Responsibility	Activities	Timing
Government, KFN	Develop arrangements and procedures for the reporting of accidental discoveries.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
KFN	Report to Government the discovery of any Documentary Heritage Resource reported to KFN under 13.8.7.1.	As soon as practicable after receiving report
Government, KFN	Attempt to agree whether the Documentary Heritage Resources is a Public Record or a Non-Public Record.	
Government or KFN	If parties fail to reach an agreement, at discretion, refer the matter to the dispute resolution process under 26.3.0.	Within a reasonable period of time
KFN	If a Documentary Heritage Resource is classified as a Non-Public Record, make reasonable efforts to determine if it is privately owned.	Within a reasonable period of time

PROJECT: The establishment of procedures to manage KFN Burial Sites
on Settlement Land

RESPONSIBLE PARTY: KFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:

13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;

13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.9.2, 13.9.7

Responsibility	Activities	Timing
KFN, Government	Develop and establish policies and procedures to: - manage and protect KFN Burial Sites on KFN Settlement Land; - restrict access; - report discovery of KFN Burial Site; and - prevent disturbance.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable

Planning Assumptions

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of KFN Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a KFN Burial Site.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a KFN Burial Site.

PROJECT: The establishment of procedures to manage KFN Burial Sites on Non-Settlement Land

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:

13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;

13.9.1.2 where the Yukon First Nation Burial Site is on Non-Settlement Land, require the joint approval of Government and the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located for any management plans for the Yukon First Nation Burial Site; and

13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.9.2, 13.9.7, 13.14.1

Responsibility	Activities	Timing
Government, KFN	Develop and establish policies and procedures to: <ul style="list-style-type: none">- manage and protect KFN Burial Sites on Non-Settlement Land;- restrict access;- inform KFN when a KFN Burial Site is discovered; and- prevent further disturbance.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government, KFN	Jointly approve management plans, if developed.	After the development of a management plan

Planning Assumption

1. During the development of procedures, the parties will exchange information on any known burial sites within the Traditional Territory of KFN.
2. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of KFN Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a KFN Burial Site.
3. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a KFN Burial Site.

PROJECT: The determination of terms and conditions upon which a KFN Burial Site may be further disturbed following its discovery

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.9.2 Where a Person discovers a Yukon First Nation Burial Site in the course of carrying on an activity authorized by Government or a Yukon First Nation, as the case may be, that Person may carry on the activity with the agreement of the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located.

13.9.3 In the absence of agreement under 13.9.2, the Person may refer the dispute to arbitration under 26.7.0 for a determination of the terms and conditions upon which the Yukon First Nation Burial Site may be further disturbed.

CROSS REFERENCED CLAUSES: 13.9.1 (all), 13.9.7, 26.7.0 (all)

Responsibility	Activities	Timing
KFN	Develop the necessary policies and procedures in order to process and review applications.	Within one year of Effective Date
KFN	Review application for consent to pursue authorized activity and establish any necessary terms or conditions, or withhold consent. Notify applicant of decision.	Upon receipt of application for consent
KFN	If no agreement with respect to terms and conditions, respond to referral to arbitration under 26.7.0.	If referenced to arbitration

PROJECT: Development of policies and procedures regarding the exhumation, examination and reburial of human remains from a KFN Burial Site

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.9.4 Any exhumation, examination, and reburial of human remains from a Yukon First Nation Burial Site ordered by an arbitrator under 13.9.3 shall be done by, or under the supervision of, that Yukon First Nation.

13.9.5 Except as provided in 13.9.2 to 13.9.4, any exhumation, scientific examination and reburial of remains from Yukon First Nation Burial Sites shall be at the discretion of the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 13.9.1, 13.9.2, 13.9.3, 13.9.7

Responsibility	Activities	Timing
KFN	Develop and establish policies and procedures with respect to the disturbance of a KFN Burial Site and the exhumation, examination, and reburial of human remains.	At discretion of KFN after Effective Date
KFN	If exhumation, examination or reburial is ordered by an arbitrator under 13.9.3, supervise any exhumation, examination and reburial of human remains.	As necessary

PROJECT: The provision of Documentary Heritage Resources in Government custody for copying by the KFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

13.10.2 In accordance with Government policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to agreements respecting the records, Government shall make available to a Yukon First Nation, for copying, Documentary Heritage Resources in Government custody relating to that Yukon First Nation.

CROSS REFERENCED CLAUSES: 2.7.1, 13.4.8

Responsibility	Activities	Timing
Government	Make available to KFN any existing list of Documentary Heritage Resources in Government custody relating to KFN.	At request of KFN
Government	Make available for copying any of the Documentary Heritage Resources in accordance with Government policies and procedures.	At request of KFN

PROJECT: Consultation with KFN on Legislation and related policies on Documentary Heritage Resources in the Yukon relating to Yukon Indian People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

13.10.3 Yukon First Nations shall be Consulted in the formulation of any Legislation and related Government policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

CROSS REFERENCED CLAUSES: 13.4.5

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

Planning Assumption

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

PROJECT: The management of Documentary Heritage Resources relating to Yukon Indian People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

13.10.4 Government shall, where practicable, Consult and cooperate with the affected Yukon First Nations on the management of Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

CROSS REFERENCED CLAUSES: 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3, 13.10.7; Chapter 10 Schedule C 8.0 (all)

Responsibility	Activities	Timing
Government	Notify KFN of existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Kluane People. Provide details.	As practicable
KFN	Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to Kluane People.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented by KFN regarding management of Documentary Heritage Resources related to Kluane People.	Within a reasonable period of time after receiving KFN views
Government	Notify KFN of outcome.	After consideration of KFN views

Planning Assumptions

1. Original copies of Documentary Heritage Resources relating to Yukon Indian People will be preserved according to recognized archival standards consistent with the maintenance of the integrity of national or territorial collections and agreements with donors; duplicate copies may be produced in accordance with policies and procedures for copying documentary heritage collections (reference 13.10.2) for deposit in YFN collections when originals remain in Government custody.
2. The Parties agree that Government's ability to notify KFN of Government's existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Kluane People which are not held by Government may be subject to limitations imposed or indicated by the holders of the Documentary Heritage Resources.
3. If Elders are to be involved in the interpretation of Documentary Heritage Resources relating to Yukon Indian People, then translations of Documentary Heritage Resources may be required.

PROJECT: The preparation of displays and inventories of Documentary Heritage Resources relating to Yukon Indian People

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN, Yukon Indian Elders

OBLIGATIONS ADDRESSED:

13.10.5 Government shall Consult and cooperate with Yukon First Nations in the preparation of displays and inventories of Documentary Heritage Resources in the Yukon relating to the Yukon Indian People.

CROSS REFERENCED CLAUSES: 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3, 13.10.7

Responsibility	Activities	Timing
Government	Notify KFN of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to Kluane People. Provide details.	Prior to planning such displays and inventories
KFN	Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Kluane People.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented by KFN regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Kluane People.	Within a reasonable period of time after receiving KFN views
Government	Notify KFN of outcome.	After consideration of KFN views

Planning Assumptions

1. Copies of inventories of Documentary Heritage Resources relating to Yukon Indian People will be made available to YFNs as agreed to by the parties.
2. If Elders are to be involved in the interpretation of Documentary Heritage Resources relating to Yukon Indian People, then translations of Documentary Heritage Resources may be required.

PROJECT: Consultation with KFN by the Yukon Geographical Place Names Board

RESPONSIBLE PARTY: YGPNB

PARTICIPANT / LIAISON: KFN, Canada

OBLIGATIONS ADDRESSED:

13.11.2 When considering the naming or renaming of places or features located within the Traditional Territory of a Yukon First Nation, or when acting with a federal agency where joint jurisdiction over the naming of the place or feature exists, the Yukon Geographical Place Names Board shall Consult with that Yukon First Nation.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.11.1, 13.11.4

Responsibility	Activities	Timing
YGPNB	Notify KFN when considering the naming of a place or feature within the Traditional Territory of KFN.	As required
KFN	Prepare and present its views to YGPNB.	Within a reasonable period of time indicated by YGPNB
YGPNB	Provide full and fair consideration of views presented.	Within a reasonable period of time after receiving KFN views
YGPNB	Notify KFN and Canada of outcome.	After consideration of KFN views

PROJECT: Naming of geographical features on Settlement Land and the inclusion of traditional aboriginal place names on revised maps of the National Topographic Series

RESPONSIBLE PARTY: KFN, Canada

PARTICIPANT / LIAISON: YGPNB

OBLIGATIONS ADDRESSED:

13.11.3 A Yukon First Nation may name or rename places or geographical features on Settlement Land and such place names shall be deemed to be approved by the Yukon Geographical Place Names Board.

13.11.4 Traditional aboriginal place names shall be included, to the extent practicable and in accordance with map production specifications of Canada, on revised maps of the National Topographic Series.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.11.1

Responsibility	Activities	Timing
Canada	Notify KFN and YGPNB of any scheduled production or reproduction of National Topographic Series maps which include KFN Settlement Land.	As appropriate
KFN	Develop and establish policies and conduct community-based research regarding the naming or renaming of geographic features on its Settlement Land.	As needed
KFN	Name or rename places and geographical features on Settlement Land and forward a copy to YGPNB.	As appropriate

Planning Assumption

1. These activities are intended to apply to any official Federal Government maps or databases that are authorized through the Geographic Names Board of Canada.
2. At the time of the preparation of this document, the following is a link to the Geographic Names Board of Canada web site:

http://geonames.nrcan.gc.ca/info/gnbc_e.php

PROJECT: Contracts associated with a Designated Heritage Site directly related to the history or culture of the Kluane People within the Traditional Territory of KFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

- 13.12.1.1 Government shall provide written notice to Kluane First Nation of any public tender for contracts associated with a Designated Heritage Site directly related to the history or culture of Kluane People within the Traditional Territory of Kluane First Nation.
- 13.12.1.2 Government shall include Kluane First Nation in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Kluane People within the Traditional Territory of Kluane First Nation.
- 13.12.1.3 Kluane First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with the management of a Designated Heritage Site directly related to the history or culture of Kluane People within the Traditional Territory of Kluane First Nation upon the same terms and conditions as would be offered to others.
- 13.12.1.4 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 13.12.1.5 Any failure to include Kluane First Nation in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process, or the contract awards resulting therefrom.
- 13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Kluane People within the Traditional Territory of Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 22.5.10

Responsibility	Activities	Timing
KFN, Government	Develop contracting arrangements and procedures that will include contacts, time lines, and information requirements.	To begin at least 6 months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable

Responsibility	Activities	Timing
Government	Provide written notice to KFN of any public or invitational tenders for contracts being offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Kluane People within the Traditional Territory of KFN.	As contracts are tendered
Government	Consistent with the arrangements and procedures, provide KFN with first opportunity to accept any contract offered by Government (other than by public or invitational tender) associated with the management of a Designated Heritage Site directly related to the history or culture of Kluane People within the Traditional Territory of KFN upon the same terms and conditions as would be offered to others.	As contracts are tendered
KFN	Provide response to Government whether to accept.	Within time lines specified in arrangements and procedures

PROJECT: The development of contract opportunities associated with a Designated Heritage Site within the Traditional Territory of KFN

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

- 13.12.1.7 Government shall include in any contract opportunities associated with a Designated Heritage Site directly related to the history or culture of Kluane People within the Traditional Territory of Kluane First Nation:
- a) a criterion for the employment of Kluane People; and
 - b) a criterion for special knowledge or experience of Kluane People related to the Designated Heritage Site.
- 13.12.1.8 Nothing in 13.12.1.7 shall be construed to mean that a criterion for employment of Kluane People or for special knowledge or experience of Kluane People shall be the determining criterion in awarding any contract.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 13.12.1.1, 13.12.1.2

Responsibility	Activities	Timing
KFN, Government	Jointly develop criteria for Kluane People employment, engagement of Kluane Firms and for special knowledge and experience of Kluane People related to a Designated Heritage Site, and identify the specifics as to how the criteria will be included into the contracting processes.	To begin at least six months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable
Government	Include a criterion for Kluane People employment or engagement of Kluane Firms, and a criterion for special knowledge and experience of Kluane People related to a Designated Heritage Site in any contract which it intends to develop that is associated with a Designated Heritage Site directly related to the history or culture of Kluane People within the Traditional Territory of KFN.	As required

Planning Assumption

1. Government retains ultimate responsibility for contracting associated with Designated Heritage Sites.

PROJECT: The development of measures to promote the recording and preservation of traditional languages, beliefs, oral histories including legends, and cultural knowledge of Yukon Indian People in respect of the Southern Tutchone languages.

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

13.13.1 The Yukon and Kluane First Nation, in consultation with such organizations as they consider appropriate, shall develop measures intended to achieve the objective set out in 13.1.1.2 in respect of the Southern Tutchone language.

13.13.2 The measures referred to in 13.13.1 may include:

- (a) language plans;
- (b) methods for the implementation of language plans and any other measures developed;
- (c) provisions for the review and amendment of language plans and any other measures developed; and
- (d) identification of resources to implement language plans or other measures developed.

13.13.3 The Yukon and Kluane First Nation shall use regional or territory-wide forums existing from time to time to develop the measures referred to in 13.13.2 to the extent practicable, and to the extent that is not practicable, shall develop the measures in local forums in the Traditional Territory of Kluane First Nation.

13.13.4 Subject to appropriation of funds by the Legislative Assembly for those purposes, the Yukon shall implement the language plans and other measures to which it has agreed.

13.13.5 Subject to availability of funds for those purposes, Kluane First Nation shall implement the language plans and other measures to which it has agreed.

CROSS REFERENCED CLAUSES: 13.1.1.2

Responsibility	Activities	Timing
KFN, Yukon	Establish a working group composed of representatives of KFN and Yukon.	As soon as practical after the Effective Date
working group	Identify priorities for addressing the objectives set out in 13.1.1.2, and determine the appropriate forum(s), including the working group, in which to develop measures to address the priorities.	Following discussion
KFN, Yukon	Engage the forum(s) and consult with those organizations agreed upon as appropriate for developing measures intended to achieve the objective set out in 13.1.1.2.	As soon as practical following identification of the forum(s)

Responsibility	Activities	Timing
working group and other Forum(s)	Review and evaluate the effectiveness of relevant policies and programs in achieving the objectives set out in 13.1.1.2. Recommend measures as appropriate.	As measures are developed
KFN, Yukon	Review recommended measures and adopt as appropriate.	
KFN, Yukon	Develop implementation plans for any measures adopted.	Following development of measures
KFN, Yukon	Provide for review and amendment of any measures adopted.	Following development of measures
KFN, Yukon	Identify resources for any measures adopted.	Following development of measures
KFN, Yukon	Implement agreed upon measures within available resources.	

Planning Assumption

1. The measures developed to meet the objectives of 13.13.2 shall take into consideration existing Yukon-wide plans, programs and activities funded by Yukon and Canada.

PROJECT: Renewal or replacement of Water Licences

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Yukon Water Board

OBLIGATIONS ADDRESSED:

14.7.4 Where the term of a licence described in 14.7.3 is five years or more, the licensee shall have the right to apply to the Board for a renewal or replacement of the licence. The Board shall require that written notice of the application be given, in a form satisfactory to the Board, to the affected Yukon First Nation, and shall provide the affected Yukon First Nation an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Yukon First Nation.

CROSS REFERENCED CLAUSES: 14.7.3

Responsibility	Activities	Timing
Yukon Water Board	Provide written notice to KFN that a licence holder has applied for a renewal or replacement of a licence with a term of five years or more for Water on or flowing through KFN Settlement Land.	Upon receipt of application
KFN	Review notice and prepare and present views to the Yukon Water Board on terms and conditions which should be attached to the replacement or renewal to protect KFN interests.	Within time frame provided by the Yukon Water Board or as stipulated in legislation

Planning Assumption

1. It is expected that the Yukon Water Board is aware of its obligation pursuant to this provision.

PROJECT: Access to Settlement Land -- With consent for exercise of a Water right

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Person seeking access, Surface Rights Board

OBLIGATIONS ADDRESSED:

14.7.5 Unless a Person has a right of access without the consent of the affected Yukon First Nation, a Person requiring the use of Settlement Land other than the Parcel covered by that Person's interest under 14.7.1 in order to exercise a right to use Water under 14.7.1 and 14.7.3 has a right of access to use that Settlement Land with the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.

CROSS REFERENCED CLAUSES: 14.7.1, 14.7.3, 14.7.6 (all), 14.12.0 (all)

Responsibility	Activities	Timing
KFN	Receive request for access to Settlement Land to exercise a right to use Water granted under 14.7.1 or 14.7.3.	After the Effective Date
KFN	Determine whether or not access will be granted and set terms and conditions of access if appropriate.	Upon request
KFN	Notify applicant of decision.	Within a reasonable time
KFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

PROJECT: Compensation payable in relation to Licences existing on the date that land became Settlement Land

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Holder of Water Licence, Yukon Water Board

OBLIGATIONS ADDRESSED:

14.7.8 After three years from the Effective Date of a Yukon First Nation Final Agreement and only in respect to the term following the expiry of that three year period, a Person holding a Licence described in 14.7.3 shall be liable to pay compensation under the provisions of this chapter to the Yukon First Nation in respect of the exercise of such Licence, and shall be subject to the provisions of 14.11.0 and 14.12.0.

CROSS REFERENCED CLAUSES: 14.7.3, 14.11.0 (all), 14.12.0 (all)

Responsibility	Activities	Timing
KFN	At discretion, negotiate agreement with Licence holder.	After three years from the Effective Date
KFN	At discretion, apply to Yukon Water Board for determination or compensation related to any Licence described in 14.7.3.	If no agreement is reached

Planning Assumption

1. Any subsequent replacement or renewal of a Licence described in 14.7.3 will be consistent with the operation of this chapter.

PROJECT: Shared drainage basin agreements

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN, Yukon, Government of Northwest Territories, Government of British Columbia, Government of Alaska

OBLIGATIONS ADDRESSED:

- 14.10.1 Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.
- 14.10.2 Government shall Consult with affected Yukon First Nations with respect to the formulation of Government positions on the management of Water in a shared drainage basin within those Yukon First Nations' Traditional Territories in negotiating an agreement pursuant to 14.10.1.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Identify jurisdictions which share drainage basins with Yukon; notify KFN.	As soon as practicable
Government	Contact identified jurisdictions and attempt to initiate discussions on Water management agreements.	As practicable
<u>If agreement to negotiate is reached with other jurisdictions:</u>		
Government	Notify KFN that Government is formulating positions on Water management in a specified shared drainage basin and provide relevant information.	As practicable
KFN	Review information and prepare and present views to Government.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented and integrate views into Government position as practicable.	Prior to finalizing Government position

Planning Assumptions

1. Once negotiations have been established with another jurisdiction, affected YFNs will be kept apprised of progress towards inter-jurisdictional agreements and will be Consulted periodically pursuant to this clause on the formulation of government positions.
2. Affected YFNs will be Consulted pursuant to this clause during discussions related to the amendment of any Water management agreement that is reached.
3. It is acknowledged that current arrangements for the negotiation of Water management agreements between jurisdictions include the participation of affected YFNs in the briefing and preparation for negotiations and in the negotiation sessions.

PROJECT: Preparation for Yukon Water Board proceedings with respect to compensation matters

RESPONSIBLE PARTY: KFN, Yukon Indian Person

PARTICIPANT / LIAISON: Yukon Water Board

OBLIGATIONS ADDRESSED:

14.12.1 Compensation to be paid to a Yukon First Nation or a Yukon Indian Person pursuant to this chapter shall only be for provable loss or damage to the Yukon First Nation or Yukon Indian Person.

14.12.2 The amount and terms of compensation set out in 14.12.1 shall be determined by the Board.

CROSS REFERENCED CLAUSES: 14.8.1, 14.9.2, 14.12.3 (all), 14.12.4, 14.12.5 (all), 14.12.6 (all), 14.12.7, 14.12.8, 14.12.9, 14.12.10

Responsibility	Activities	Timing
KFN, Yukon Indian Person	Prepare for proceedings of the Yukon Water Board, including, as appropriate, the preparation of documentation and other information to be presented to the Yukon Water Board in support of the application for compensation and participate in those proceedings.	As necessary

PROJECT: Survey of Settlement Land boundaries

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: SLC, Yukon, KFN, CYI, LTO

OBLIGATIONS ADDRESSED:

- 15.2.1 The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6.
- 15.2.3 Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.
- 15.2.4 The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.
- 15.2.5 The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.
- 15.2.9 Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.

CROSS REFERENCED CLAUSES: 5.3.2, 5.3.3, 15.2.6, 15.2.7, 15.2.8, 15.2.10, 15.3.4 (all), 15.4.2 (all), 15.4.3, 15.7.1, 22.3.4; Appendix A - Settlement Land Descriptions R-1A, R-2B, R-29B, R-45A, R-47A, S-50B, S-73A, S-75A, S-76B, S-77A, S-79B, S-81B,C-4B,C-8B

Responsibility	Activities	Timing
Canada, KFN	Establish a working group to address the design of the annual survey programs, based on priorities established by the SLCs, with a specific goal of improving access to economic opportunities for KFN, and the general goal of increasing and improving KFN involvement in the entire survey process.	After receipt of information from SLC
Canada	Prepare and present a draft of the annual survey programs to KFN.	Following working group discussions
KFN	Review and make recommendations on the draft.	Within a reasonable time indicated by Canada
Canada	Design and provide copy of the annual survey programs to Yukon and SLC.	As soon as practicable
Canada	Prepare survey instructions consistent with 15.2.1.	As soon as practicable
Canada	Tender survey contracts consistent with 15.7.1 and 22.3.4.	As soon as practicable

Responsibility	Activities	Timing
Canada	Ensure surveys are in accordance with the standards of the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.	As required
Canada	Notify SLC that boundary requires adjustment to reduce survey cost.	As required
SLC	Review proposal to adjust.	As soon as practicable upon receipt of notice
Canada	Consult with CYI and Yukon in accordance with 15.2.9.	If consent of the SLC is not granted
Canada	Make decision regarding adjustment of the boundary.	If consent of the SLC is granted
Canada	Notify KFN, SLC, CYI and Yukon of decision.	As appropriate
Canada	Receive survey results from contractor, examine results, and forward results to SLC for review.	Upon completion of survey

Planning Assumptions

1. Natural Resources Canada will assume the lead role for Canada.
2. Unless otherwise agreed by the parties, working group discussions pursuant to 15.2.1 shall take place in Whitehorse.

PROJECT: Use and enjoyment of Settlement Land by Yukon Indian People prior to completion of surveys

RESPONSIBLE PARTY: SLC, Government

PARTICIPANT / LIAISON: Yukon Indian People, KFN

OBLIGATIONS ADDRESSED:

15.3.7 During the period described in 15.3.6:

15.3.7.1 each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;

15.3.7.2 each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and

15.3.7.3 Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.

CROSS REFERENCED CLAUSES: 15.3.6

Responsibility	Activities	Timing
SLC	Receive request relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian Person. Determine whether it is practicable to give effect to the request and make recommendations to Government.	Upon request by Yukon Indian Person
Government	Take steps as it considers practicable to give effect to a recommendation from the SLC respecting a request for use and enjoyment of Settlement Land.	Upon receipt of recommendation
Government	Inform the SLC, Yukon Indian Person and KFN of any aspects of the recommendation that could not be given effect and indicate reasons.	As soon as practicable, if Government is unable to give effect to all or a part of the recommendation

PROJECT: Resolving disputes regarding identification and selection of Site Specific Settlement Land and determination of priorities for survey of Settlement Land

RESPONSIBLE PARTY: Canada, SLC, Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

15.3.8 Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0.

15.3.9 Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 15.3.4 (all), 15.3.5 (all), 15.4.5, 26.3.0 (all)

Responsibility	Activities	Timing
Canada, Yukon, SLC or KFN	If SLC does not reach agreement, at discretion refer dispute regarding identification of site specific settlement parcel (15.3.4.1) to dispute resolution process.	As necessary
Arbitrator	Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or final position proposed by the KFN.	As required
Canada, Yukon, SLC or KFN	If SLC does not reach agreement, at discretion, refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution process.	As necessary

Planning Assumption

1. In the case of a disagreement, best efforts will be made to resolve issues prior to a referral to dispute resolution.

PROJECT: Approval of survey plans

RESPONSIBLE PARTY: Canada, KFN, SLC

PARTICIPANT / LIAISON: Yukon, LTO

OBLIGATIONS ADDRESSED:

15.6.6 Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the Parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.

15.6.7 If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.

15.6.8 After resolution of any disagreement pursuant to 15.6.7, the plan shall be returned directly to the Surveyor General for confirmation.

CROSS REFERENCED CLAUSES: 5.2.3, 5.2.4, 5.5.1, 5.5.1.4, 15.2.4, 15.6.1, 26.3.0 (all)

Responsibility	Activities	Timing
Canada	Review plans with SLC to verify conformity to selections.	As soon as practicable upon completion of surveys
SLC	Review plan and surveyor's report for conformity with original land selection.	Prior to making recommendation to KFN
SLC	If the plan conforms in the view of the SLC, recommend plan to KFN and seek written approval of plan from KFN.	As soon as practicable after review by Canada
KFN	Review plan to ensure that the parcels depicted conform to the area selected.	As soon as practicable
KFN	If the plan conforms, accept the recommendation of the SLC and provide written approval to the SLC.	After reviewing the plan
<u>If accepted:</u>		
Canada	Register the plan in Canada Lands Survey Records.	As soon as practicable
Canada	Deposit official plan in the LTO and in land registry system established by the KFN.	Upon confirmation
<u>If not accepted:</u>		

Responsibility	Activities	Timing
KFN	Refer the dispute to the dispute resolution process under 26.3.0.	As soon as practicable
Canada	Resurvey if required, in accordance with the Chapter.	As soon as practicable
Canada	Return the plan to the Surveyor General for confirmation pursuant to 15.6.6.	Upon acceptance of the plan or after any dispute is resolved
Canada	Register the plan in Canada Lands Survey Records.	As soon as practicable
Canada	Deposit official plan in the LTO and in land registry system established by the KFN.	Upon confirmation

Planning Assumption

1. Natural Resources Canada will assume the lead role for Canada.

PROJECT: Employment and economic opportunities -- Surveying

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Kluane First Nation Settlement Land, Government shall include among the factors for consideration employment of Kluane People, Kluane First Nation and Kluane People ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
- 15.7.1.2 Kluane First Nation and Government shall ensure that qualifications and experience requirements for employment of Kluane People in the surveying of Kluane First Nation Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Kluane People.
- 15.7.1.3 Qualified Kluane People shall have first priority for employment in the surveying of Kluane First Nation Settlement Land on the same terms and conditions that such employment is offered to any other person with the appropriate qualifications and experience.
- 15.7.1.4 Nothing in 15.7.1.1 shall be construed to mean that the criteria for employment of Kluane People or Kluane First Nation and Kluane People ownership or equity investment shall be the determining criteria in the award of any contract.

CROSS REFERENCED CLAUSES: 15.2.5, 15.7.2, 22.3.1

Responsibility	Activities	Timing
Canada and KFN	Work together to discuss the development of criteria for evaluating the “First Nation Involvement Proposal” component of contracting proposals which includes among the factors for consideration: <ul style="list-style-type: none">- employment of Kluane People;- Kluane First Nation and Kluane People ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.	Within six months of the Effective Date, or as otherwise agreed by the parties
Canada	Finalize criteria and provide copy of criteria to KFN.	As soon as practicable
KFN	At discretion, provide to Canada an updated list of Kluane People and Kluane businesses interested in providing services to contractors.	

Responsibility	Activities	Timing
Canada	<p>Develop a Request for Proposal document ensuring that the document includes:</p> <ul style="list-style-type: none"> - a list of Kluane People and Kluane businesses interested in providing services to contractors; - a requirement that the bidder include a “First Nations Involvement Proposal” as part of the proposal; - the requirement to give first priority for employment of qualified and experienced Kluane People and Kluane businesses; and, - the requirement that the bidder provide documentary proof Kluane People and Kluane businesses were given first consideration in the proposal. <p>Provide copy of documents to KFN.</p>	As required
Canada	Notify KFN when considering changes to the Request for Proposal document which involve the “First Nation Involvement Proposal” portion of the document, and work with KFN to discuss these changes.	As appropriate
Canada, KFN	Meet to evaluate the “First Nations Involvement Proposal”.	After closing of the tender
Planning group preparing economic development opportunities plan	Set out the agreed upon qualifications and experience appropriate for survey in the economic development opportunities plan prepared pursuant to 22.3.1.	Prior to completion of economic development opportunities plan

Planning Assumptions

1. Natural Resources Canada ("NRCan") will assume the lead role for Canada.
2. NRCan and KFN have agreed that the technical evaluation committee established to evaluate the “First Nation Involvement Proposal” of competitive proposals, bids or tenders for survey of KFN Settlement Land will include a representative of KFN.
3. The meeting to evaluate the “First Nations Involvement Proposal” of competitive proposals, bids or tenders for survey of KFN Settlement Land shall take place in Whitehorse.

PROJECT: Administration of survey contracts

RESPONSIBLE PARTY: Canada, KFN

PARTICIPANT / LIAISON: Yukon Indian People

OBLIGATIONS ADDRESSED:

15.7.2 Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.

CROSS REFERENCED CLAUSES: 15.7.1.1, 22.5.4, 22.5.6, 22.5.8, 22.5.9

Responsibility	Activities	Timing
KFN, Canada	Develop arrangements and procedures including contacts, time lines, and information requirements to facilitate the administration of survey contracts.	Within 6 months of the Effective Date unless otherwise agreed by the parties
Canada	Prepare contracts for the survey of Settlement Land and include the condition that Yukon Indian People and KFN businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.	As required
Canada	Include list of KFN businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of KFN Settlement Land with all requests for proposals, and require documentary proof that KFN businesses and Yukon Indian People were given first consideration.	When issuing requests for proposals
Canada	In assessing survey proposals, confirm that the documentary proof forms part of each proposal. Provide copy of documentary proof to KFN.	As required

Planning Assumption

1. Natural Resources Canada will assume the lead role for Canada.

PROJECT: Consultation with KFN prior to imposition of a limitation pursuant to 16.3.3 in Legislation

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN, other affected YFNs

OBLIGATIONS ADDRESSED:

16.3.3 The exercise of rights under this chapter is subject to limitations provided for elsewhere in Settlement Agreements and to limitations provided in Legislation enacted for purposes of Conservation, public health or public safety.

16.3.3.1 Any limitation provided for in Legislation pursuant to 16.3.3 must be consistent with this chapter, reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.

16.3.3.2 Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.

CROSS REFERENCED CLAUSES: 16.3.2, 16.3.9, 16.3.10, 16.5.4, 16.6.9, 16.6.10 (all), 16.7.12.7, 16.7.16

Responsibility	Activities	Timing
Government, KFN	Provide notice of possible need to impose a limitation pursuant to 16.3.3.1. Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines and any other information required by the parties.	Within reasonable time prior to Consultation
Government	Provide details of the issue and of the proposed limitation pursuant to 16.3.3.1 to KFN and other affected YFNs.	Following establishment of arrangements and procedures for Consultation
KFN	Prepare and present views on proposed limitation.	Within a reasonable period of time as set out in the arrangements and procedures
Government	Provide full and fair consideration of views presented.	Before imposing a limitation
Government	Notify KFN of decision.	After decision made

PROJECT: Representation of the interests of KFN and other affected YFNs in international negotiations involving Fish and Wildlife management issues

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN and other affected YFNs

OBLIGATIONS ADDRESSED:

16.3.5 Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.

CROSS REFERENCED CLAUSES: 16.5.4

Responsibility	Activities	Timing
Canada	Notify KFN and other affected YFNs of Fish and Wildlife management issues in international negotiations. Provide background information on the subject and request input from YFNs with respect to their interests.	Prior to the negotiations or as issues arise
KFN and other affected YFNs	Provide response for consideration by Canada.	Within time frame established by Canada
Canada	Negotiate the issues, making reasonable efforts to represent the interests of KFN and other affected YFNs.	As required

Planning Assumption

1. Canada, where practicable, will liaise with a number of public fish and wildlife management structures, depending on the subject matter, including: Renewable Resources Councils, FWMB, SSC, Wildlife Management Advisory Council (North Slope), Porcupine Caribou Management Board and others.

PROJECT: Amendments to the Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act (formerly known as the Game Export Act)

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: Yukon, KFN

OBLIGATIONS ADDRESSED:

16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.

16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.

CROSS REFERENCED CLAUSES: 16.7.16

Responsibility	Activities	Timing
Canada	Forward copy of the <u>Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act</u> ("WAPPRIITA") and regulations to YFNs and Yukon.	As soon as practicable
Canada, Yukon, KFN	Review WAPPRIITA and regulations to determine if they comply with requirements of 16.3.7.	After receipt of WAPPRIITA and regulations
Canada	Consult with KFN and Yukon for the purpose of determining whether further amendments are required.	
Canada	If further amendments are needed, make best efforts to amend legislation pursuant to 16.3.7.	As soon as practicable

Planning Assumption

1. The Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act, R.S.C. 1992, c.52 was assented to by Parliament on December 17, 1992 and was proclaimed with regulations on May 14, 1996. This Act repeals the Game Export Act R.S.C. 1985, c. G-1 and allows the Governor in Council to make regulations under section 21 with respect to circumstances in which persons may be exempted from holding permits and on a number of other issues.

PROJECT: Coordinated Fish and Wildlife population management in and outside of National Parks

RESPONSIBLE PARTY: Canada, Yukon, KFN, FWMB, DKRRC

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.3.14.1 The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.

CROSS REFERENCED CLAUSES: 16.3.14, 16.3.15

Responsibility

Activities

Timing

Canada, Yukon, KFN, FWMB, DKRRC, responsible agencies

Discuss appropriate protocol for coordination of the management of Fish and Wildlife populations which cross the boundary of a National Park.

As soon as practicable after the establishment of a National Park in or adjacent to **the Traditional Territory of KFN**

PROJECT: Provision of proof in relation to Harvesting opportunity

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Canada, Yukon

OBLIGATIONS ADDRESSED:

16.4.7 A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nation's Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 4.14; 16.4.2, 16.4.8, 16.4.9, 16.4.12, 16.4.13, 16.4.14, 16.4.15, 16.4.16, 16.4.17, 16.5.1 (all)

Responsibility	Activities	Timing
KFN	Provide proof to each KFN citizen with respect to their enrollment in the KFNFA.	As soon as practicable
KFN	Provide Canada and Yukon with a sample of the proof of enrollment.	As soon as practicable after the proof of enrollment document is developed
KFN	Provide proof to each Yukon Indian Person with respect to consent under 16.4.2 or with respect to a Basic Needs Level allocation.	As required upon consent or allocation of a Basic Needs Level harvesting opportunity
KFN	Provide Canada and Yukon with a sample of the proof provided.	As soon as practicable after the proof of Harvesting opportunity document/form is developed

PROJECT: Harvesting for Subsistence after Total Allowable Harvest on Settlement Land that is within a Traditional Territory of any Yukon First Nation.

RESPONSIBLE PARTY: KFN and other affected YFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

16.4.14 If Parcel R-25B becomes part of a Traditional Territory of a Yukon First Nation other than Kluane First Nation, the right to harvest for Subsistence set out in 16.4.13 shall not operate in respect of any part of Parcel R25-B where there is in effect from time to time a Total Allowable Harvest, unless Kluane First Nation and the Yukon First Nation in whose Traditional Territory the Parcel is located, otherwise agree and jointly notify Government in writing of their agreement.

CROSS REFERENCED CLAUSES: 16.4.2, 16.4.13, 16.4.15, 16.4.16, 16.4.17, 16.5.1.1;
Appendix A - Settlement Land Descriptions R-25B

Responsibility	Activities	Timing
KFN, and other affected YFN	Agree and jointly notify Government in writing of their agreement with respect to the KFN right to harvest for Subsistence when a TAH is in effect.	As required

PROJECT: Consultation with KFN before taking action on Fish and Wildlife matters affecting KFN management responsibilities or exercise of Harvesting rights

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

16.5.4 Government shall Consult with a Yukon First Nation prior to taking action on Fish or Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

CROSS REFERENCED CLAUSES: 16.3.3.2, 16.5.1 (all)

Responsibility	Activities	Timing
Government	Notify and provide details to KFN of proposed action on a Fish and Wildlife matter which may affect KFN.	As required
KFN	Prepare and present views to Government regarding proposed action.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented. Inform KFN of action to be taken.	Prior to action being taken

PROJECT: Nomination of alternate members to the Dän Keyi Renewable Resources Council

RESPONSIBLE PARTY: KFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.6.2.1 The Minister and Kluane First Nation may each nominate one additional member as an alternate member to the Council.

CROSS REFERENCED CLAUSES: 2.11.8, Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.2.2, 16.6.2.3, 16.6.4 (all), 16.6.5.2

Responsibility	Activities	Timing
KFN and/or Yukon	At discretion, nominate an additional member to DKRRC as an alternate, in accordance with the requirements of 16.6.4 (all).	As necessary
Yukon	Appoint alternate members to DKRRC.	After nominations have been received

PROJECT: Nominations to the Dän Keyi Renewable Resources Council

RESPONSIBLE PARTY: KFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.6.4.3 Prior to any appointments being made to the Council, the Minister and Kluane First Nation shall make reasonable attempts to reach a consensus as to the individuals which each party nominates to the Council.

16.6.4.4 In attempting to reach consensus under 16.6.4.3, the Minister and Kluane First Nation shall consider:

- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of Kluane First Nation;
- (b) any prospective nominee's familiarity with renewable resource issues and, in particular, with the Harvesting of renewable resources;
- (c) any information available as to a prospective nominee's intention to remain resident in the Traditional Territory of Kluane First Nation; and
- (d) any other matters to which the Minister and Kluane First Nation agree.

16.6.4.5 In the event that, after having made the reasonable attempts required by 16.6.4.3, the Minister and Kluane First Nation are unable to reach a consensus, either party may give written notice to the other party setting out the names of the individuals which it intends to nominate to the Council and 14 days thereafter may so nominate those individuals.

CROSS REFERENCED CLAUSES: 2.11.8, Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.2, 16.6.4.1, 16.6.4.2, 16.6.5.1

Responsibility	Activities	Timing
KFN, Yukon	Make reasonable attempts to reach a consensus as to each party's nominees to the DKRRC taking into consideration factors under 16.6.4.4.	When making nominations to the DKRRC
<u>If consensus is reached:</u>		
KFN, Yukon	Nominate those individuals.	As necessary
<u>If no consensus reached:</u>		
KFN or Yukon	At discretion, give written notice to the other party identifying the individuals which it intends to nominate.	As necessary
KFN or Yukon	At discretion, nominate named individuals.	At least 14 days after notice provided

PROJECT: Recommendations regarding approval of proposed game farming or game ranching

RESPONSIBLE PARTY: DKRRC

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

16.6.10 Subject to Yukon First Nation Final Agreements, and without restricting 16.6.9, each Council:

16.6.10.13 shall seek the consent of Kluane First Nation before recommending the approval of proposed game farming or game ranching activities in the Traditional Territory of Kluane First Nation, where, in the Council's opinion, the proposed game farming or game ranching would have an adverse effect on the harvesting rights of Kluane People under this Agreement;

CROSS REFERENCED CLAUSES: 2.13.1; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.9, 16.8.0 (all)

Responsibility

Activities

Timing

If DKRRC is of the opinion that the proposed game farming or game ranching activities would have an adverse effect on the Harvesting rights of KFN People:

DKRRC	Seek consent of KFN to recommend approval of proposed game farming or game ranching activities in the Traditional Territory of Kluane First Nation.	Before recommending the approval of proposed game farming or game ranching activities
KFN	Review proposal and grant or deny consent.	Within a reasonable period of time after DKRRC request

PROJECT: Recommendations regarding Conservation of sheep population in the Ruby Range area

RESPONSIBLE PARTY: DKRRC, Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

16.6.10 Subject to Yukon First Nation Final Agreements, and without restricting 16.6.9, each Council:

16.6.10.14 may upon the request of either Government or Kluane First Nation, make recommendations to the Minister regarding management options necessary for Conservation of the sheep population in the Ruby Range Area in the event that such sheep population experiences repeated low reproduction levels or other adverse conditions which may impact the long term viability of the sheep population in the Ruby Range Area.

CROSS REFERENCED CLAUSES: 2.13.1; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.9, 16.6.10.15

Responsibility	Activities	Timing
Government and/or KFN	At discretion, request recommendations from DKRRC regarding management options necessary for Conservation of the sheep population in the Ruby Range Area.	As necessary
DKRRC	At discretion, provide recommendations to the Minister.	Within a reasonable time
Minister	Review recommendations of DKRRC and notify DKRRC of outcome.	As soon as practicable

PROJECT: Amendment of Wildlife Act

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN, Renewable Resources Councils (the "RRCs"), FWMB

OBLIGATIONS ADDRESSED:

16.6.13 The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c.178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c.178 pursuant to 16.6.10.6.

CROSS REFERENCED CLAUSES: 2.11.8, Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.5.4, 16.6.10.6, 16.7.16, 16.11.1

Responsibility	Activities	Timing
Yukon	Send details of proposed amendment to KFN and FWMB.	As soon as practicable
KFN, FWMB	Review request, prepare and present views regarding proposed amendment.	Within a reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented and draft amendment.	Prior to introducing amendment to Yukon Legislative Assembly
Yukon	Introduce amendment to Yukon Legislative Assembly. Send approved Legislation to KFN, FWMB and RRCs.	Following approval of legislation

PROJECT: Provision of research results/information to the Dän Keyi Renewable Resources Council

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: DKRRC

OBLIGATIONS ADDRESSED:

16.6.15 Government shall provide Councils with the results of research under 16.6.10.11.

16.6.17 Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

CROSS REFERENCED CLAUSES: 2.11.8, Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.10.11

Responsibility	Activities	Timing
Government	Provide results of research under 16.6.10.11 to DKRRC.	As soon as practicable after Government receives research information
Government, KFN	Provide DKRRC with information in their possession reasonably required for the DKRRC to carry out its functions under this chapter.	Upon request by DKRRC

PROJECT: Recommendation to Minister on allocation, in amount and area, of Salmon to users

RESPONSIBLE PARTY: SSC

PARTICIPANT / LIAISON: KFN, other affected YFNs, Canada

OBLIGATIONS ADDRESSED:

16.7.17.12 Without restricting 16.7.17.11, the Sub-Committee:

- (f) after Consultation with affected Yukon First Nations, shall make recommendations to the Minister on allocation, in amount and by area, of Salmon to users, in accordance with this chapter; and

CROSS REFERENCED CLAUSES: 16.7.17.11, 16.8.0 (all), 16.10.5; Chapter 16 Schedule A

Responsibility	Activities	Timing
SSC	Identify need to vary allocation, in amount and by area, of Salmon to users, and notify KFN and other affected YFNs and Canada. Provide any relevant information.	As necessary
KFN and other affected YFNs	Review proposal and prepare and present views.	Within a reasonable time
SSC	Provide full and fair consideration to input received.	As required
SSC	Make recommendations to the Minister on allocation, in amount and by area, of Salmon to users.	As soon as practicable
SSC	Notify KFN and other affected YFNs of outcome of recommendations.	As soon as practicable

Planning Assumption

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Allocation of Total Allowable Harvest for moose, caribou or sheep.

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: DKRRC

OBLIGATIONS ADDRESSED:

- 16.9.1.3 Subject to 16.9.1.6, 16.9.1.12 and 16.9.1.13, if one or more than one Total Allowable Harvest is established for moose in all or part of the Traditional Territory of Kluane First Nation, the Total Allowable Harvest or Harvests shall be shared as follows:
- (a) Government shall allocate to Kluane First Nation either :
 - (i) the number of moose calculated pursuant to 16.9.1.4 and 16.9.1.5; or
 - (ii) the number of moose required to satisfy the Subsistence needs of Kluane People,whichever is less; and
 - (b) Government may allocate to Other Harvesters all or part of the Total Allowable Harvest or Harvests not allocated to Kluane First Nation under 16.9.1.3(a).
- 16.9.1.4 If the number of moose comprising the Total Allowable Harvest or Harvests established for moose in the Traditional Territory of Kluane First Nation is 10 or less, Kluane First Nation's allocation of moose shall be, subject to 16.9.1.3, 100% of the Total Allowable Harvest or Harvests.
- 16.9.1.5 If the number of moose comprising the Total Allowable Harvest or Harvests established for moose in the Traditional Territory of Kluane First Nation is greater than 10, Kluane First Nation's allocation of moose shall be, subject to 16.9.1.3:
- (a) 10 moose; plus
 - (b) 75% of the remaining Total Allowable Harvest or Harvests.
- 16.9.1.6 If the calculation under 16.9.1.4 and 16.9.1.5 results in an allocation of moose to Kluane First Nation comprising a whole number and a fraction of $\frac{1}{2}$ or less, that fraction shall be deducted from Kluane First Nation's allocation of moose under 16.9.1.4 and 16.9.1.5.
- 16.9.1.7 Unless Kluane First Nation and Government otherwise agree, if the Minister establishes, in accordance with this Agreement, one or more Total Allowable Harvests for moose which combined equal 100 or greater, Government and Kluane First Nation shall make best efforts to negotiate a Basic Needs Level for moose for Kluane First Nation in accordance with 16.9.6, and until Kluane First Nation and Government agree on a Basic Needs Level, the provisions of 16.9.1.3 to 16.9.1.14 shall continue to apply.
- 16.9.1.8 Subject to 16.9.1.12 and 16.9.1.13, if one or more than one Total Allowable

Harvest is established for caribou in all or part of the Traditional Territory of Kluane First Nation, the Total Allowable Harvest or Harvests shall be shared as follows:

- (a) Government shall allocate to Kluane First Nation either:
 - (i) 75% of the Total Allowable Harvest or Harvests; or
 - (ii) the number of caribou required to satisfy the Subsistence needs of the Kluane People,whichever is less; and
- (b) Government may allocate to Other Harvesters all or part of the Total Allowable Harvest or Harvests not allocated to Kluane First Nation under 16.9.1.8(a).

16.9.1.9 Subject to 16.9.1.12, if one or more than one Total Allowable Harvest is established for sheep for all or part of the Traditional Territory of Kluane First Nation, the Total Allowable Harvest or Harvests shall be shared as follows:

- (a) Government shall allocate to Kluane First Nation either:
 - (i) 55% of the Total Allowable Harvest or Harvests; or
 - (ii) the number of sheep required to satisfy the Subsistence needs of Kluane People,whichever is less; and
- (b) Government may allocate to Other Harvesters all or part of the Total Allowable Harvest or Harvests not allocated to Kluane First Nation under 16.9.1.9(a).

16.9.1.10 "Other Harvesters" in 16.9.1.3(b), 16.9.1.8(b) and 16.9.1.9(b) means any Person authorized to harvest pursuant to the Laws of General Application in an area in respect of which a Total Allowable Harvest is established.

16.9.1.11 If Government proposes, after Consultation with Kluane First Nation and the Council, that Kluane First Nation's allocation in respect of a Total Allowable Harvest or Harvests be in accordance with 16.9.1.3(a)(ii), 16.9.1.8 (a)(ii) or 16.9.1.9(a)(ii), the following provisions shall apply:

- (a) Kluane First Nation shall provide to Government and the Council its assessment of the number of moose or caribou or sheep required to satisfy the Subsistence needs of the Kluane People;
- (b) if Government disagrees with Kluane First Nation's assessment under 16.9.1.11 (a), Government and Kluane First Nation shall attempt to agree upon the number of moose or caribou or sheep required to satisfy the Subsistence needs of the Kluane People, failing which either Government or Kluane First Nation may refer the matter to the dispute resolution process under 26.3.0;
- (c) matters to be considered in determining the Subsistence needs of the Kluane People shall include, but are not limited to:

- (i) the health and nutritional needs of the Kluane People;
- (ii) recent and current harvests of the species by the Kluane People;
- (iii) the harvest patterns of the Kluane People and changes to those patterns; and
- (iv) current personal consumption estimates of the species by the Kluane People.

16.9.1.12 Where in accordance with this Agreement, one or more than one Total Allowable Harvest is established in the Asi Keyi Natural Environment Park or the Kluane Wildlife Sanctuary or one or more than one allowable harvest is established in the Tachal Region of the Kluane National Park for moose or caribou or sheep in the Traditional Territory of Kluane First Nation, the following provisions shall apply:

- (a) Government shall allocate to Kluane First Nation either:
 - (i) subject to any sheep hunting or sheep guiding permits issued in accordance with 6.2.1, 6.4 or 6.5 of Schedule A Part II of Chapter 22, 100% of the Total Allowable Harvest or Harvests in the Asi Keyi Natural Environment Park or the Kluane Wildlife Sanctuary or allowable harvest or harvests in the Tachal Region of the Kluane National Park in the Traditional Territory of Kluane First Nation; or
 - (ii) the number of moose or caribou or sheep required to satisfy the Subsistence needs of Kluane People,

whichever is less;

- (b) Kluane First Nation shall decide whether it intends to permit Kluane People to harvest any part, or all, of that Total Allowable Harvest or Harvests or that allowable harvest or harvests and shall notify the Minister in writing of its decision;
- (c) if Kluane First Nation intends to permit Kluane People to harvest any part, or all, of the Total Allowable Harvest or Harvests or that allowable harvest or harvests, the notice provided pursuant to 16.9.1.12(a) shall specify the number of moose or caribou or sheep that Kluane First Nation intends to permit Kluane People to harvest (the "Intended Harvest"); and
- (d) the right of a Kluane Person to harvest moose or caribou or sheep for which a Total Allowable Harvest or Harvests or an allowable harvest or harvests has been established is contingent upon that person being permitted to harvest all or part of that Total Allowable Harvest or Harvests or that allowable harvest or harvests by Kluane First Nation.

16.9.1.13 If one or more than one Total Allowable Harvest is established for moose or caribou in the Traditional Territory of Kluane First Nation outside of the Asi Keyi Natural Environment Park, the Kluane Wildlife Sanctuary and the Tachal Region of the Kluane National Park for which one or more notifications of an Intended Harvest has been given under 16.9.1.12, the allocation of moose and

caribou to Kluane First Nation in respect of the Total Allowable Harvest or Harvests outside of the Asi Keyi Natural Environment Park, the Kluane Wildlife Sanctuary and the Tachal Region of the Kluane National Park shall be determined as follows:

- (a) the Intended Harvest or Harvests of moose or caribou for which notification has been given under 16.9.1.12 shall be added to the Total Allowable Harvest or Harvests established outside of the Asi Keyi Natural Environment Park, the Kluane Wildlife Sanctuary and the Tachal Region of the Kluane National Park for that species;
- (b) the number determined under 16.9.1.13(a) shall be used to calculate a preliminary allocation in respect of the Total Allowable Harvest or Harvests outside of the Asi Keyi Natural Environment Park, the Kluane Wildlife Sanctuary or the Tachal Region of the Kluane National Park in accordance with 16.9.1.3 for moose or 16.9.1.8 for caribou;
- (c) the Intended Harvest or Harvests for moose and or caribou for which notification has been given under 16.9.1.12 shall be subtracted from the number determined under 16.9.1.13(b) for that species; and
- (d) the number determined under 16.9.1.13(c) shall be the allocation to Kluane First Nation in respect of the Total Allowable Harvest or Harvests outside the Asi Keyi Natural Environment Park, the Kluane Wildlife Sanctuary and the Tachal Region of the Kluane National Park for that species.

16.9.1.14 Unless otherwise agreed by Government and Kluane First Nation, when there is in effect more than one Total Allowable Harvest for moose or caribou or sheep in the Traditional Territory of Kluane First Nation outside of the Asi Keyi Natural Park, the Kluane Wildlife Sanctuary and the Tachal Region of the Kluane National Park the allocation to Kluane First Nation of moose or caribou pursuant to 16.9.1.3(a), 16.9.1.8 and 16.9.1.13(d) or of sheep pursuant to 16.9.1.9 shall be apportioned among all the Total Allowable Harvests established for that species outside of the Asi Keyi Natural Environment Park, the Kluane Wildlife Sanctuary and the Tachal Region of the Kluane National Park in the same ratio as each Total Allowable Harvest for moose or caribou or sheep outside of the Asi Keyi Natural Park, the Kluane Wildlife Sanctuary and the Tachal Region of the Kluane National Park bears to the sum of all Total Allowable Harvests for that species outside of the Asi Keyi Natural Environment Park, the Kluane Wildlife Sanctuary and the Tachal Region of the Kluane National Park.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.5.4, 16.6.10, 16.6.10.1, 16.6.10.15, 16.7.12.2, 16.7.12.4, 16.8.0 (all), 16.9.1.1, 16.9.2 (all), 26.3.0 (all)

When the number of moose, caribou or sheep declines to a level where hunting restrictions are required, a Total Allowable Harvest (TAH) is put in place. Under the TAH, the number of moose, caribou or sheep available to Kluane First Nation (KFN) harvesters and to Other Harvesters is determined in one of two ways. The first method is to determine the number of moose, caribou or sheep required to meet the Subsistence needs of Kluane people. The second is to use a formula which allocates moose, caribou or sheep based on the number of animals which can safely be harvested and still ensure a sustainable herd in the future. The method which determines the smaller number of moose, caribou or sheep is then used to allocate moose, caribou or sheep to harvesters in the Traditional Territory of KFN. If the Yukon government intends to use the Subsistence needs method, it must first Consult with KFN.

If it is necessary to restrict hunting in two or more separate areas within the Traditional Territory of KFN, two or more TAHs are put in place and the total number of moose, caribou or sheep available for harvest in all the TAH areas is calculated to determine the allocation. The Yukon government must Consult with KFN on how to split the harvest between the TAH areas.

If the Yukon government establishes one or more TAH which totals 100 or more moose (but not caribou), Yukon and KFN will make best efforts to negotiate a Basic Needs Level for moose for KFN. Until such time as a Basic Needs Level is agreed upon, moose will be allocated according to the formula/Subsistence needs approach outlined above.

Where there is more than one TAH, and one of the TAHs falls within Asi Keyi Natural Environment Park (AKNEP) or the Kluane Wildlife Sanctuary (KWS), there is an offset between the harvest in these areas and the other TAH areas. The number of moose, caribou or sheep which KFN harvesters intend to harvest under the TAH in either AKNEP or the KWS, in part, offsets the number of the same species which are allocated to KFN harvesters in the TAH areas elsewhere in the Traditional Territory of KFN.

Responsibility	Activities	Timing
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In the event that the Minister proposes to establish one or more Total Allowable Harvests for moose which total 100 or more moose, and if Government and KFN have not agreed otherwise:

Government, KFN	Make best efforts to negotiate a Basic Needs Level for moose for KFN in accordance with 16.9.6. Until such time as a Basic Needs Level is agreed upon, allocate moose according to the formula laid out in 16.9.1.3(a)(i) or based on the Subsistence needs of Kluane people in accordance with 16.9.1.3(a)(ii), whichever is less, as described below.	
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In the event that two or more Total Allowable Harvests for moose and/or caribou are established in two or more areas both of which lie outside Asi Keyi Natural Environment Park and the Kluane Wildlife Sanctuary:

Government	Propose the number of moose to be harvested in each area and provide details to KFN.	
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KFN	Prepare and present views to Government.	Consistent with the arrangements and procedures for Consultation
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Government	Provide full and fair consideration to the views presented and notify KFN of the outcome.	Within a reasonable time as identified in the arrangements and procedures for Consultation
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OR

Responsibility	Activities	Timing
<p><u>In the event that two or more Total Allowable Harvests for moose and/or caribou are established, and one or more is within Asi Keyi Natural Environment Park and/or the Wildlife Sanctuary, and the other(s) are in areas which lie outside Asi Keyi Park and the Kluane Wildlife Sanctuary:</u></p>		
KFN	<p>Decide whether or not it intends to allow Kluane People to harvest in Asi Keyi Natural Environment Park and/or the Kluane Wildlife Sanctuary, and if so determine the number of moose and/or caribou Kluane People intend to harvest. Notify the Minister in writing.</p>	As necessary
Government	<p>Determine the number of moose and/or caribou available for harvest in each area according to the formula laid out in 16.9.1.13 or 16.9.1.14.</p>	Within a reasonable time
<p><u>In the event that Government is considering an allocation of moose, caribou or sheep based on the Subsistence needs of Kluane People:</u></p>		
KFN, Government	<p>Develop arrangements and procedures for Consultation regarding the allocation of a Total Allowable Harvest for moose, caribou or sheep identifying contacts, time lines, general information guidelines and any other information required by KFN and Government.</p>	<p>Prior to any Consultations regarding the allocation of a Total Allowable Harvest for moose, caribou or sheep in accordance with 16.9.1.3(a)(i) , 16.9.1.8(a)(i) or 16.9.1.9(a)(i)</p>
Government	<p>Notify KFN and DKRRC regarding proposal to allocate a Total Allowable Harvest for moose, caribou or sheep based on the Subsistence needs of Kluane People in accordance with 16.9.1.3(a)(ii) or 16.9.1.8(a)(ii) or 16.9.1.9(a)(ii), respectively. Provide details.</p>	<p>Consistent with the arrangements and procedures for Consultation</p>
KFN	<p>Prepare and present views to Government and DKRRC.</p>	<p>Within a reasonable time as identified in the arrangements and procedures for Consultation</p>
Government	<p>Provide full and fair consideration to the views presented and notify KFN and DKRRC of the outcome.</p>	<p>Within a reasonable time as identified in the arrangements and procedures for Consultation</p>

Responsibility	Activities	Timing
<u>If the allocation under the Total Allowable Harvest for moose, caribou or sheep is to be based on the Subsistence needs of Kluane People in accordance with 16.9.1.3(a)(ii), 16.9.1.8(a)(ii) or 16.9.1.9(a)(ii), respectively:</u>		
KFN	Provide to Government and DKRRC its assessment of the number of moose, caribou or sheep required to satisfy the Subsistence needs of the Kluane People.	As soon as practicable
KFN, Government	If Government disagrees with the assessment, attempt to reach agreement upon the number of moose, caribou or sheep required to satisfy the Subsistence needs of the Kluane People.	As necessary
KFN or Government	If no agreement is reached, at discretion, refer the dispute to the dispute resolution process under 26.3.0.	As necessary
Government	Allocate moose, caribou or sheep to Kluane People based on the Subsistence needs of Kluane People in accordance with 16.9.1.3(a)(ii), 16.9.1.8(a)(ii) or 16.9.1.9(a)(ii).	As necessary after either agreement is reached or dispute is resolved through the dispute resolution process

OR

If the allocation under the Total Allowable Harvest is to be based on the formula for moose, caribou or sheep as laid out in 16.9.1.3(a)(i), 16.9.1.8(a)(i) or 16.9.1.9(a)(i):

Government	Allocate moose, caribou or sheep in each area based on the formula for moose as described in 16.9.1.3(a)(i), 16.9.1.8(a)(i) or 16.9.1.9(a)(i).	After Consulting with KFN pursuant to 16.5.4 and establishing the Total Allowable Harvest
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PROJECT: Harvest reallocation upon request of KFN under 16.9.3

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: Other YFNs

OBLIGATIONS ADDRESSED:

16.9.3 Where, in any year:

16.9.3.1 the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and

16.9.3.2 the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife,

Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.

CROSS REFERENCED CLAUSES: 16.9.1, 16.9.13

Responsibility	Activities	Timing
KFN	At discretion, request that Yukon allocate some of KFN harvest allocation to another YFN in accordance with 16.9.3.	As necessary
Yukon	Alter allocation as requested.	As soon as practicable
Yukon	Inform affected YFNs.	As soon as practicable

PROJECT: Special Harvesting Rights for Yukon Indian People for Freshwater Fish

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: Other YFNs

OBLIGATIONS ADDRESSED:

16.9.10 Yukon First Nation Final Agreements may provide for special Harvesting rights for Yukon Indian People for Freshwater Fish. The purpose of the special Harvesting rights shall be to maintain the priority for Yukon Indian People's food fish needs over other uses.

16.9.10.1 The special Harvesting rights for Freshwater Fish for food of Kluane People are as follows:

(a) Government shall take into account the special importance to Kluane First Nation of the following bodies of water in the Traditional Territory of Kluane First Nation:

1. Kluane Lake
2. Kluane River
3. Tincup Lake
4. Tincup Creek
5. Tepee Lake
6. Andrew-Atlin Lake
7. Dogpack Lake
8. Red Tail Lake
9. Swede Johnson Creek

in the allocation of Freshwater Fish between Kluane People and other users; and

(b) Government shall ensure that the food Freshwater Fish needs of the Kluane People receive primary consideration in the allocation of Freshwater Fish resources.

CROSS REFERENCED CLAUSES: 16.9.1, 16.9.13

Responsibility	Activities	Timing
Yukon	Notify KFN of need to make allocation of Freshwater Fish for referenced bodies of water.	As required
KFN	Provide information on Freshwater Fish needs of KFN People to Yukon.	Within reasonable time after notification
Yukon	Give primary consideration to needs of KFN People.	When making decision to allocate

PROJECT: Negotiation of Basic Needs Level

RESPONSIBLE PARTY: KFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.9.13 Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.

CROSS REFERENCED CLAUSES: 16.5.1, 16.5.1.4, 16.5.1.5, 16.9.15, 16.10.3 (all)

Responsibility	Activities	Timing
KFN, Government	Contact other parties with a request to negotiate a Basic Needs Level.	At request of any party
KFN, Government	Respond to request for negotiations.	Within a reasonable time of the request
KFN, Government	If parties agree, enter negotiations.	As necessary

PROJECT: Endeavouring to rehabilitate wildlife populations

RESPONSIBLE PARTY: Government, KFN, FWMB and DKRRC

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.9.16 In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.

CROSS REFERENCED CLAUSES: 2.13.1, 16.1.1, 16.1.1.1, 27.4.1

Responsibility	Activities	Timing
Government, KFN, FWMB, DKRRC	When a Total Allowable Harvest is less than a Basic Needs Level or adjusted Basic Needs Level, exchange information and cooperatively identify options for rehabilitating the population. Develop a plan.	As necessary
Government, KFN, FWMB, DKRRC	Endeavour to rehabilitate the affected population in accordance with the plan.	As required

Planning Assumptions

1. The initial discussions will identify time lines, budgetary and other resources required and each party's participation in the development of the plan.
2. The plan will identify each party's participation in the process of rehabilitating the population.

PROJECT: Exploring ways to improve distribution of surplus edible meat which is a by-product of the harvest to Yukon Indian People

RESPONSIBLE PARTY: Yukon, YFNs

PARTICIPANT / LIAISON: DKRRC

OBLIGATIONS ADDRESSED:

16.9.17 Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.

CROSS REFERENCED CLAUSES: 2.13.1, 16.5.1.8, 16.8.0 (all)

Responsibility	Activities	Timing
KFN, Yukon	Develop and review options for improving distribution of surplus edible meat which is a by-product of the harvest to Yukon Indian People.	At request of KFN
KFN, Yukon	If the parties agree on methods, identify and implement the necessary procedures.	As necessary

Planning Assumptions

1. It is the Parties' understanding that KFN will take responsibility for initiating these activities. KFN will initiate these activities at their discretion.
2. Government and KFN may refer this issue to the DKRRC for its input.

PROJECT: Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 3.9.2, 3.9.3, and 3.9.4

RESPONSIBLE PARTY: Canada and KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:
- 16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
 - 16.10.3.2 the Harvesting patterns of other residents of the Yukon;
 - 16.10.3.3 changing patterns of consumption;
 - 16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
 - 16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
 - 16.10.3.6 such other factors as the parties may agree.

Chapter 16 Schedule A

- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.
- 3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

CROSS REFERENCED CLAUSES: 16.10.4, Chapter 16 Schedule A 2.1, 3.2, 3.6.2, 3.9.1; 26.4.0; KFNFA Plan Chapter 16 Schedule A 4.1

Responsibility	Activities	Timing
KFN	Request negotiations with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 to balance better the changes over time in population of KFN.	Within 3 months of the release of the result of the Study

Responsibility	Activities	Timing
Canada, KFN	Negotiate with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 taking into consideration the recommendations of the contractor and the factors described in 16.10.3.	As soon as practicable
<u>If, after one year following the request to negotiate, the parties have not reached an agreement:</u>		
KFN or Canada	At discretion, refer any outstanding matters to the dispute resolution process under 26.4.0.	Within a further 30 days of one year following the request to negotiate
<u>If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution:</u>		
Canada	Set basic needs allocation for KFN as set out in 3.9.1.	As necessary

Planning Assumption

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Variation of basic needs allocation for Salmon among YFNs

RESPONSIBLE PARTY: YFNs, Canada

PARTICIPANT / LIAISON: SSC

OBLIGATIONS ADDRESSED:

16.10.5 The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.

CROSS REFERENCED CLAUSES: 16.7.17.11, 16.7.17.12(f); Chapter 16 Schedule A

Responsibility	Activities	Timing
YFNs, or Canada	Identify need to vary allocation among affected YFNs; notify other parties and SSC.	As necessary, or upon receipt of recommendation of SSC
Affected YFNs and Canada	Attempt to reach agreement on a variation to the allocation.	As soon as practicable
Affected YFNs and Canada	If agreement is reached, confirm agreement in writing and implement new allocation.	As necessary
Affected YFNs and Canada	Notify SSC of new allocation.	As soon as practical

Planning Assumptions

1. The parties may seek the recommendations of the SSC to assist in determining the new allocation.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Priority of YFNs' basic needs allocation

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: SSC, YFNs

OBLIGATIONS ADDRESSED:

16.10.8 Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allowable Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Canada	Ensure the basic needs allocation for any drainage basin shall have priority over all other fisheries.	After the effective date of Settlement Legislation
Canada	Seek agreement of affected YFNs to alter allocation.	As required
Affected YFNs	Review proposal and notify Canada of decision.	Upon receipt of proposal
Canada	Alter allocation.	If all affected YFNs agree

Planning Assumptions

1. Canada shall work with the SSC and YFNs to determine how the priority of the YFNs' total basic needs allocation for the drainage basin is to be given effect.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Distribution of Total Allowable Catch when Total Allowable Catch falls below YFNs' basic needs allocation for the Yukon River Drainage Basin

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: SSC and affected YFNs

OBLIGATIONS ADDRESSED:

16.10.9 Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.

16.10.13 Where:

16.10.13.1 a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season; or

16.10.13.2 subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,

Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic allocation.

CROSS REFERENCED CLAUSES: 16.10.8

Responsibility	Activities	Timing
Canada	If the Total Allowable Catch is less than what is required to satisfy the basic needs allocation, distribute the available Total Allowable Catch among the affected YFNs on a pro rata basis proportional to their share of the total basic needs allocation.	As required once the drainage basin basic needs allocation is established
Canada	If conditions identified in 16.10.13 occur, make necessary increases to each affected YFN's annual allocation in order that after a period of no more than six years each YFN's average annual basic needs allocation is met.	Over a period of the next 6 years

Planning Assumptions

1. The Department of Fisheries and Oceans ("DFO") will assume the lead role for Canada.
2. Where inaccurate pre-season or in-season Total Allowable Catch determinations result in an

inability to meet the basic needs allocation for the drainage basin and other commercial and sport fisheries have harvested Salmon, Government will subsequently adjust the affected YFN's annual basic needs allocations. The intention would be to provide for that adjustment within the Total Allowable Catch established for the following year if it is reasonable to do so.

3. Where the in-season Total Allowable Catch is less than what is required to satisfy the basic needs allocation of a YFN pursuant to 16.10.9 in any one year for any other reason than those described in 16.10.13, no adjustment of that YFN's basic needs allocation will be made.
4. Government will make best efforts to refer these issues to the SSC for their consideration and input prior to making a determination pursuant to this clause.
5. A temporary reduction or cancellation of commercial or other fisheries may be required in order to allow Government to allocate the necessary additional fish to the YFN's basic needs allocation fishery.
6. Precise determinations of spawning escapement cannot be made with existing DFO management practices; therefore, determinations pursuant to 16.10.13.1 may be difficult to assess. In recognition of this difficulty, and consistent with clause 16.10.8, every effort will be made in the setting and allocation of the annual Total Allowable Catch to meet the requirements of the YFN's basic needs allocations for the drainage basin before allocating Salmon to other users.

PROJECT: Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN

RESPONSIBLE PARTY: SSC

PARTICIPANT / LIAISON: Affected YFNs, Canada

OBLIGATIONS ADDRESSED:

16.10.14 Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub-Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.

CROSS REFERENCED CLAUSES: 16.8.9

Responsibility	Activities	Timing
SSC	In cooperation with affected YFNs, identify situation in which Harvesting in excess of basic needs allocation by a downstream YFN may have resulted in the failure of an upstream YFN to meet its basic needs allocation.	As required after basic needs allocations are established for the drainage basin in question
SSC	In cooperation with affected YFNs, review available information.	As soon as practicable
SSC	Reallocate a portion of the downstream YFN's allocation to the upstream YFN if appropriate.	As required
SSC	Notify affected YFNs and implement decision, subject to 16.8.9.	As required

Planning Assumptions

1. The Department of Fisheries and Oceans ("DFO") will assume the lead role for Canada.
2. Canada will provide the technical information and support available to it in order to assist the SSC in making a determination pursuant to this clause.
3. Management information currently available to the DFO may not, in all cases, be adequate to determine conclusively that the over-harvesting by a downstream YFN resulted in the unavailability of sufficient salmon for an upstream YFN to meet its basic needs allocation.

PROJECT: Additional commercial Salmon fishing licences

RESPONSIBLE PARTY: Canada, Yukon First Nations of the Yukon River Drainage Basin (the "Affected YFNs")

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 16.10.15 In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.
- 16.10.16 The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.
 - 16.10.16.1 Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.
 - 16.10.16.2 Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.
- 16.10.17 The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.

CROSS REFERENCED CLAUSES: 16.7.17.12, 16.7.17.12 (e), 16.10.20

Responsibility	Activities	Timing
Affected YFNs	Determine how licences will be allocated and notify Canada.	As soon as practicable
Canada	Issue licences without fee according to allocation determined by the YFNs.	Upon receipt of notification
Affected YFNs	Inform Canada of any licence transfers agreed to by YFNs.	Upon transfer

Planning Assumptions

1. Pursuant to 16.7.17.12 (e), the SSC may make recommendations to Canada on related new opportunities and proposed management measures for the commercial uses of Salmon.
2. The eight (8) licences to be issued pursuant to 16.10.15 represents 26 percent of the thirty (30) Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on May 28, 1993 the day immediately preceding the date of ratification of the Umbrella Final Agreement.
3. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Allocation of traplines

RESPONSIBLE PARTY: Yukon, KFN, DKRRC

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 16.11.3.4 The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.
- 16.11.10 The Council shall regularly review the use of traplines and make recommendations to the Minister and Yukon First Nations on the assignment and reassignment of all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with 16.6.10.6 and 16.6.10.7, as follows:
- 16.11.10.1 new and vacant traplines shall be assigned with regard to criteria established by the Council and, to the extent possible, in accordance with 16.11.3;
- 16.11.10.2 additional criteria for the allocation of Category 1 Traplines may be established by a Yukon First Nation;
- 16.11.10.6 for Category 1 Traplines, the final allocation authority shall rest with the Yukon First Nation;
- 16.11.10.7 for Category 2 Traplines, the final allocation authority shall rest with the Minister;

CROSS REFERENCED CLAUSES: 2.11.8, 2.13.1; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.10.6, 16.6.10.7, 16.8.0 (all), 16.11.2 (all), 16.11.3 (all), 16.11.4.1, 16.11.10.3, 16.11.10.5, 16.11.10.8; Chapter 16 Schedule B

Responsibility	Activities	Timing
DKRRC	Establish trapline allocation criteria in accordance with 16.6.10.6 and 16.6.10.7 and additional criteria for transition process to reach trapline allocation goal of 16.11.3. Inform KFN and Yukon of criteria.	As soon as practicable
KFN	At discretion, establish additional criteria for the allocation of Category 1 Traplines. Inform Yukon and DKRRC of criteria.	As practicable
DKRRC	Make recommendations to Minister and/or KFN on assignment and reassignment of new, vacant and under-utilized traplines.	After receiving recommendations
Minister	At discretion, assign or reassign Category 2 Traplines.	After receiving recommendations

Responsibility	Activities	Timing
KFN	At discretion, assign or reassign Category 1 Traplines.	After receiving recommendations
KFN, Minister	Notify DKRRC of decisions regarding assignment of new, vacant or under-utilized traplines.	After decision made
KFN, Yukon, DKRRC	Update respective trapline registers in accordance with 16.11.10.5.	After decision made and notification given

PROJECT: Process by which additional traplines may be designated as Category 1 Traplines

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Registered holder of trapline, DKRRC, Yukon

OBLIGATIONS ADDRESSED:

16.11.8 A trapline shall be designated Category 1 only with the written consent of the registered holder of that trapline.

16.11.9 Where less than 70 percent of the traplines within a Yukon First Nation's Traditional Territory are designated as Category 1 pursuant to 16.11.7, that Yukon First Nation's Final Agreement shall set out the process by which additional traplines may be designated as Category 1 Traplines.

16.11.9.1 The following is the process required by 16.11.9:

- (a) Kluane First Nation shall provide Government and the Council with proof of the consent required by 16.11.8 and notice that it has designated the trapline to be a Category 1 Trapline.

CROSS REFERENCED CLAUSES: 2.13.1, Chapter 2 Schedule B 4.1, 6.1 (all); Chapter 2 Schedule C 4.1, 6.1(all); Chapter 2 Schedule D 4.1, 6.1 (all); 16.11.4.1, 16.11.6, 16.11.7, 16.11.10.5; Chapter 16 Schedule B 1.1

Responsibility	Activities	Timing
KFN	Request written consent of registered holder of trapline to designate trapline as Category 1.	As required
Registered holder of trapline	Grant or deny consent.	At discretion
KFN	Provide to Yukon and the DKRRC proof of consent in accordance with 16.11.8 and notice that trapline has been designated as Category 1.	As soon as practicable after trapline designated

PROJECT: Trade and redesignation of Category 1 and 2 Traplines

RESPONSIBLE PARTY: Minister, DKRRC, KFN

PARTICIPANT / LIAISON: The trappers concerned in a trade of traplines (the “Affected Trappers”)

OBLIGATIONS ADDRESSED:

16.11.10.4 upon mutual agreement between the trappers concerned, and with the approval of the Council, the Yukon First Nation and the Minister, a trade may be arranged between Category 1 and Category 2 Traplines, with consequent re-designation of the status of the traplines;

CROSS REFERENCED CLAUSES: 2.11.8, 2.13.1; Chapter 2 Schedule B 4.1, 6.1 (all); Chapter 2 Schedule C 4.1, 6.1(all); Chapter 2 Schedule D 4.1, 6.1 (all); 16.11.6, 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.5, 16.11.10.6, 16.11.10.7, 16.11.10.8; Chapter 16 Schedule B; 26.4.0 (all)

Responsibility	Activities	Timing
KFN, Minister or DKRRC	Upon mutual agreement reached between Affected Trappers on trade of Category 1 Trapline for Category 2 Trapline, notify other parties of proposed trade of Category 1 Trapline for Category 2 Trapline. Provide details.	As soon as practicable after being advised by Affected Trappers
KFN, Minister, DKRRC	Review proposed trapline trade, and approve or deny proposal.	Within reasonable time after receiving proposal
KFN, Yukon, DKRRC	If approved, redesignate traplines in accordance with approved trade.	As soon as practicable
KFN, Yukon, DKRRC	Update respective trapline registers in accordance with 16.11.10.5.	As soon as practicable

PROJECT: Maintenance of register of Category 1 and 2 Traplines

RESPONSIBLE PARTY: Yukon, DKRRC, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.11.10.5 the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines;

CROSS REFERENCED CLAUSES: 2.9.3, 2.13.1, Chapter 2 Schedule B 4.1, 6.1 (all); Chapter 2 Schedule C 4.1, 6.1(all); Chapter 2 Schedule D 4.1, 6.1 (all); 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.4, 16.11.10.6, 16.11.10.7, 16.11.10.8

Responsibility	Activities	Timing
Yukon	Revise Yukon's trapline concession register to distinguish between Category 1 and Category 2 Traplines.	Before or as soon as practicable following Effective Date
KFN	Establish register of Category 1 Traplines.	As soon as practicable
Yukon	Notify DKRRC and KFN of Yukon's register and provide copies.	As soon as practicable after establishment of register
KFN	Notify DKRRC and Yukon of KFN 's register and provide copies.	As soon as practicable after establishment of register
DKRRC	Establish register of Category 1 and Category 2 Traplines.	As soon as practicable after receipt of copies of Yukon's and KFN's registers
KFN	Notify Yukon and DKRRC if trapline concession holders have consented to their traplines being designated as Category 1 Traplines.	Ongoing
KFN, Yukon, DKRRC	Maintain respective trapline registers.	Ongoing

PROJECT: Establish a compensation policy for Yukon Indian trappers

RESPONSIBLE PARTY: Canada, Yukon

PARTICIPANT / LIAISON: KFN, DKRRC

OBLIGATIONS ADDRESSED:

16.11.13 Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.

CROSS REFERENCED CLAUSES: 2.13.1, 16.11.13.1

Responsibility	Activities	Timing
Yukon, Canada	Develop proposal for compensation process.	As soon as practicable
Yukon, Canada	Provide proposed compensation process to KFN and DKRRC for review and comments.	
KFN, DKRRC	Review proposed compensation process and provide comments to Government.	
Yukon, Canada	Review and consider comments received and finalize compensation process.	
Yukon, Canada	Notify KFN, DKRRC and trappers of compensation process.	

PROJECT: Provision of trapper training programs

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: YFNs, Renewable Resources Councils (the "RRCs")

OBLIGATIONS ADDRESSED:

16.13.2 The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.

CROSS REFERENCED CLAUSES: 2.13.1, 28.8.3, 28.9.1, 28.9.2

Responsibility	Activities	Timing
Yukon, YFNs, RRCs	Each assess existing trapper training programs and determine whether and to what extent they encourage effective involvement of trappers in the management and development of traplines.	As soon as practicable
Yukon, YFNs or DKRRC	At discretion, suggest changes to the content or delivery of existing trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.	As necessary
Yukon, YFNs, RRCs	In collaboration, redesign the content or delivery of trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.	Within reasonable time after need for change identified
Yukon	Provide trapper training for Yukon Indian People as required.	Until February 14, 2005, unless otherwise decided

Planning Assumptions

1. The trapper training program presently delivered by Yukon will serve as the starting point for the trapper training program required by 16.13.2.
2. In designing trapper training programs, the parties will consider the financial circumstances of Yukon Indian People.

PROJECT: Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 4.1

RESPONSIBLE PARTY: Canada and KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule A

- 4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

CROSS REFERENCED CLAUSES: 16.10.3, 16.10.4, Chapter 16 Schedule A 2.1, 3.2, 3.9.2

NOTE: The time period provided for a Yukon First Nation to request negotiations for a basic needs allocation for Salmon in accordance with Chapter 16 Schedule A 4.1 has expired.

PROJECT: Consultation on Forest Resources policies and Legislation

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: DKRRC, and other affected Renewable Resources Councils (the "RRCs")

OBLIGATIONS ADDRESSED:

17.2.2 The Minister shall Consult with the affected Renewable Resources Councils:

17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and

17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.

CROSS REFERENCED CLAUSES: 2.11.8, 2.13.1, 17.4.3

Responsibility	Activities	Timing
Yukon	Notify DKRRC and other affected RRCs of new policy and/or legislative initiative and provide details.	Prior to establishment of a new policy or recommendation of Legislation to Parliament or Legislative Assembly
DKRRC and other affected RRCs	Prepare and present views.	Within reasonable time indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	Prior to establishment of a new policy or recommendation of Legislation to Parliament or Legislative Assembly

PROJECT: Non-commercial harvest of Trees on Crown Lands

RESPONSIBLE PARTY: KFN and Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

17.3.1 Subject to this chapter:

17.3.1.2 each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes;

17.3.3 For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

CROSS REFERENCED CLAUSES: 17.2.2 (all), 17.3.2, 17.3.4 (all), 17.3.6 (all)

Responsibility	Activities	Timing
<u>If permit required by Legislation:</u>		
KFN	Apply to Yukon for necessary permit/licence.	As required by Legislation
Yukon	Issue permit/licence in accordance with applicable Legislation and subject to restrictions listed in 17.3.4, waiving any fee that might otherwise apply.	Upon application
KFN	Notify Yukon of Trees harvested up to a limit of 500 cubic metres.	As required by permit or upon request by Yukon
<u>If no permit is required:</u>		
KFN	Notify Yukon of Trees harvested up to a limit of 500 cubic metres.	Annually, or as requested by Yukon

PROJECT: Preparation of Forest Resources Management plans in the Traditional Territory of KFN

RESPONSIBLE PARTY: Minister, KFN

PARTICIPANT / LIAISON: DKRRC

OBLIGATIONS ADDRESSED:

- 17.5.1 The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.
- 17.5.2 A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.
- 17.5.4 The timing for the development of Forest Resources Management plans for each Yukon First Nation's Traditional Territory shall be addressed in Yukon First Nation Final Agreements.
 - 17.5.4.1 The Minister, in Consultation with Kluane First Nation and the Dän Keyi Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of Kluane First Nation.
 - 17.5.4.2 The Minister, in Consultation with Kluane First Nation, shall determine the need for and the timing of the preparation of any inventory of Trees on Crown Land in the Traditional Territory of Kluane First Nation.
 - 17.5.4.3 Where the Minister has determined that more than one area in the Traditional Territory of Kluane First Nation is to be inventoried, the Minister and Kluane First Nation shall agree on the order in which the inventories shall be made, and failing agreement either may refer the matter to the dispute resolution process under 26.3.0.
 - 17.5.4.4 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of Kluane First Nation, it shall Consult with Kluane First Nation to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information with respect to Settlement Land of Kluane First Nation.
 - 17.5.4.5 The Minister shall provide to Kluane First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of Kluane First Nation on the same cost recovery basis as such results would be provided to any other Person.
- 17.5.7 The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.

17.5.8 If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.

CROSS REFERENCED CLAUSES: 2.11.8, 2.13.1; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 17.4.1 (all), 17.4.2 (all), 17.5.3, 17.5.5 (all), 17.5.6 (all), 17.6.1, 17.6.2

Responsibility	Activities	Timing
Minister, KFN	Work collaboratively to identify areas of priority for the development of Forest Resources Management plans.	As soon as practicable
Minister, KFN	At discretion, request recommendations from the DKRRC on the areas of priority for the development of Forest Resources Management plans.	As necessary
DKRRC	Provide recommendations.	Within reasonable time indicated by Minister
Minister, KFN	Review recommendations of DKRRC, and identify areas of priority for the development of Forest Resources Management plans and notify DKRRC of outcome.	After receipt of recommendations
Minister	In consultation with KFN, determine the need for any management inventory of Trees on Crown Land in the Traditional Territory of KFN.	After identifying areas of priority for the development of Forest Resources Management plan
Minister	Assess the order of any management inventory of Trees on Crown Land in the Traditional Territory of KFN.	Concurrent with KFN's assessment
KFN	Determine the need for management inventory of Trees on KFN Settlement Land and assess the order of management inventory of Trees on Settlement Land and Crown Land in the Traditional Territory of KFN.	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with the Minister's assessment
Minister, KFN	Agree on the order in which areas will be inventoried on Crown Land in the Traditional Territory of KFN.	As necessary

Responsibility	Activities	Timing
Minister or KFN	Failing agreement on the order in which areas will be inventoried on Crown Land in the Traditional Territory of KFN, at discretion, refer to dispute resolution process under 26.3.0.	As necessary
KFN	Determine the order of any management inventory of Trees on KFN Settlement Land.	Concurrent with determination of order of management inventory on Crown Land in the Traditional Territory of KFN
Minister	In Consultation with KFN, determine the timing for the preparation of any management inventory of Trees on Crown Land in the Traditional Territory of KFN, and determine KFN participation in such work on a cost sharing basis to obtain similar information on land held by KFN.	As necessary
Minister	Provide to KFN the results of any inventory of Trees on Crown Land in the Traditional Territory of KFN on the same cost recovery basis as such results would be provided to any other person.	As necessary
KFN	In consultation with the Minister, determine the timing of Forest Resources Management plans in the Traditional Territory of KFN taking into consideration the need for integrated Forest Resources Management plans.	As necessary
Minister	In cooperation with KFN, develop Forest Resources Management plans on Non-Settlement Land.	As necessary
KFN	In cooperation with Yukon, develop Forest Resources Management plans on KFN Settlement Land.	As necessary

Planning Assumptions

1. Forest inventories and Forest Resources Management plans will be undertaken in a manner consistent with KFN and Yukon policies in place from time to time.
2. Yukon and KFN may request additional recommendations from the DKRRC on other issues.
3. It is understood that on this activity sheet, the process associated with “Consult” or “Consultation” is to be performed as follows:
 - a) the first party will notify and provide relevant details of the matter to the other party(ies);

- b) the other party(ies) will prepare and present its views within reasonable time indicated by the first party;
- c) the first party will provide full and fair consideration of views presented prior to determining outcome; and
- d) the first party will inform the other party(ies) of the outcome prior to taking action.

PROJECT: Establishment of the order in which Forest Resources Management plans are to be developed

RESPONSIBLE PARTY: Minister, YFNs

PARTICIPANT / LIAISON: DKRRC

OBLIGATIONS ADDRESSED:

17.5.3 After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.

CROSS REFERENCED CLAUSES: 2.11.8, 2.13.1, 17.4.1.2

Responsibility	Activities	Timing
Minister	Notify YFNs of intention to establish order for the development of Forest Resources Management plans and provide details.	As soon as practicable
YFNs	Prepare and present views.	Within reasonable time established by Minister
Minister	Provide full and fair consideration of views presented.	Prior to establishing order
Minister	Establish order for development of plans.	After Consultation
Minister	To revise order, repeat listed activities.	Prior to amending order

Planning Assumptions

1. Yukon will arrange for a meeting of all fourteen YFNs to Consult regarding the establishment of the order for Forest Resources Management plans.
2. Relevant information and proposals will be forwarded to the YFNs within a reasonable time in advance of the meeting.
3. The parties may include the DKRRC where appropriate.

PROJECT: Work related to an inventory of Trees on Crown Land in the Traditional Territory of KFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

17.5.4.5 The Minister shall provide to Kluane First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of Kluane First Nation on the same cost recovery basis as such results would be provided to any other Person.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule C 4.1; 17.5.1

Responsibility	Activities	Timing
Yukon	Provide to KFN a list of results of any inventory of Trees completed on Crown Land in the Traditional Territory of KFN.	As soon as practicable
KFN	At discretion, request results of any inventory of Trees completed on Crown Land in the Traditional Territory of KFN.	
Yukon	Provide to KFN results of any inventory of Trees completed on Crown Land in the Traditional Territory of KFN on the same cost-recovery basis as such results would be provided to any other Person.	As soon as practicable following request

PROJECT: Use of pesticides or herbicides by KFN on Settlement Land

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Yukon

OBLIGATIONS ADDRESSED:

17.7.1 Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.

CROSS REFERENCED CLAUSES: 2.11.8, 17.7.3, 17.7.4, 17.7.5

Responsibility	Activities	Timing
KFN	Notify Yukon that use of herbicide(s) or pesticide(s) on Settlement Land is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered, and any other relevant information.	Prior to application of herbicide(s) or pesticide(s)
Yukon	Prepare and present views.	Within reasonable time indicated by KFN
KFN	Provide full and fair consideration of views presented.	Prior to application
KFN	Notify Yukon of action taken.	As soon as practicable

PROJECT: Use of pesticides or herbicides by Yukon on Crown Lands within the Traditional Territory of KFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

17.7.2 Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.

CROSS REFERENCED CLAUSES: 2.11.8, 17.7.4, 17.7.5

Responsibility	Activities	Timing
Yukon	Notify KFN that use of herbicide(s) or pesticide(s) on Crown Lands within Traditional Territory is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered and any other relevant information.	Prior to application of herbicide(s) or pesticide(s)
KFN	Prepare and present views.	Within reasonable time indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	Prior to application
Yukon	Notify KFN of action taken.	As soon as practicable

PROJECT: Actions taken to control pest or disease problems on Settlement Land

RESPONSIBLE PARTY: KFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

17.7.3 Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.

CROSS REFERENCED CLAUSES: 17.7.1, 17.7.4, 17.7.5

Responsibility	Activities	Timing
KFN or Yukon	Notify other party that a pest or disease affects Forest Resources on Settlement Land and provide details.	As necessary
KFN, Yukon	Discuss possible actions to control the problem.	Prior to taking action
KFN, Yukon	Take such action as they may agree to control the problem.	As required

PROJECT: Consultation on forest fire fighting priorities

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN, DKRRC

OBLIGATIONS ADDRESSED:

17.8.2 Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that Yukon First Nation's Settlement Land and on adjacent Non-Settlement Land.

CROSS REFERENCED CLAUSES: 2.13.1, 17.4.1.5, 17.4.4, 17.8.3 (all)

Responsibility	Activities	Timing
Yukon	Notify KFN of existing general priorities for forest fire fighting on Settlement Land and adjacent Non-Settlement Land and provide any relevant information.	Prior to March 31 in the year following the Effective Date
KFN	Prepare and present views.	Within a reasonable time
Yukon	Provide full and fair consideration of views presented.	Prior to amending priorities
Yukon	Set general priorities for KFN Settlement Land and for adjacent Non-Settlement Land. Notify KFN of outcome.	After Consultation
KFN, Yukon	At the request of KFN, revisit Yukon's general priorities for forest fire fighting.	As required

Planning Assumptions

1. The general forest fire fighting priorities of KFN may change over time; upon request of KFN, Yukon will consider amending general priorities to reflect the wishes of KFN.
2. Yukon will explore various options available for the interested parties to work collaboratively on the establishment of priorities for fighting forest fires.
3. The parties will involve the DKRRC as appropriate.

PROJECT: Forest fire fighting on Settlement Land

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

17.8.3 For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:

17.8.3.1 in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and

17.8.3.2 within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.

17.8.4 Government may take any action it considers necessary on Settlement Land for control or extinguishment of forest fires. Where practicable, Government shall give notice to the affected Yukon First Nation prior to taking such action.

17.8.5 No later than four years after the Effective Date of this Agreement, Government and the Kluane First Nation shall commence discussions to confirm their respective roles for fighting forest fires on Settlement Land following the five year period specified in 17.8.3.

CROSS REFERENCED CLAUSES: 17.8.1, 17.8.2, 17.8.6, 17.14.2.11

Responsibility	Activities	Timing
Yukon	Fight forest fires on KFN Settlement Land in accordance with Yukon policy from time to time and the financial resources available from time to time in respect of fighting forest fires on Crown Land in the Yukon.	From Effective Date to 5 years following Effective Date
Yukon	Where practicable, provide notice to KFN prior to taking action for the control or extinguishment of forest fires on Settlement Land.	From Effective Date to 5 years following Effective Date
Yukon, KFN	If necessary, commence discussions to confirm their respective roles for fighting forest fires on Settlement Land following five years after the Effective Date.	Four years following the Effective Date

Planning Assumption

1. Canada has transferred its responsibilities and resources for forest fire management to Yukon

pursuant to the Devolution Transfer Agreement. Unless specific arrangements are made in respect of fire fighting in the Mines and Minerals Administration, Forest and Land Management PSTA (the “MMAFLM PSTA”) entered into between KFN, Yukon and Canada, the Devolution Transfer Agreement (“the DTA”) provides for Yukon to continue to fight forest fires on Settlement Land following the expiry of the 5 year period referred to in 17.8.3, in accordance with its policies, practices and financial resources available. Under the MMAFLM PSTA, Yukon shall continue to fight forest fires on KFN Settlement Land following the five-year period referred to in 17.8.3, pursuant to the terms of that agreement. The third activity above would only be undertaken if neither the DTA nor the MMAFLM PSTA provided for forest fire fighting on KFN Settlement Land after the five year period identified in 17.8.3.

PROJECT: Access to Settlement Land -- Holders of commercial timber permits

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Permit holder, Surface Rights Board

OBLIGATIONS ADDRESSED:

17.10.2 The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.

CROSS REFERENCED CLAUSES: 17.10.1, 17.10.5, 17.13.1

Responsibility	Activities	Timing
KFN	Review application for access from a holder of a commercial timber permit. Determine whether access will be granted.	Upon application and prior to access
KFN	Notify applicant of decision in writing.	Within a reasonable time
KFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

PROJECT: Access to Settlement Land -- Holders of timber harvesting agreements

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Surface Rights Board, agreement holder

OBLIGATIONS ADDRESSED:

17.10.4 The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.

CROSS REFERENCED CLAUSES: 17.10.3, 17.10.5, 17.13.1

Responsibility	Activities	Timing
KFN	Review application for access from the holder of a timber harvesting agreement. Determine whether access will be granted.	Upon receipt of application and prior to access
KFN	Notify applicant of decision in writing.	Within a reasonable time
KFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

PROJECT: Notice of public tender for Forest Resources Management or forest protection within the Traditional Territory of KFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

17.14.1 Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule C 4.1; 22.5.10, 22.6.6

Responsibility	Activities	Timing
Yukon, KFN	Develop contracting arrangements and procedures that will include contacts, time lines, and information requirements.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	Consistent with the arrangements and procedures, provide written notice to KFN of any public tenders for Forest Resources Management or forest protection within the Traditional Territory of KFN.	As contracts are tendered

PROJECT: Contracts associated with Forest Resources Management and silviculture within the Traditional Territory of KFN

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

- 17.14.2.2 Government shall provide written notice to Kluane First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of Kluane First Nation.
- 17.14.2.3 Government shall include Kluane First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of Kluane First Nation.
- 17.14.2.4 Kluane First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with silviculture within the Traditional Territory of Kluane First Nation upon the same terms and conditions as would be offered to others.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 17.14.1, 17.14.2.1, 17.14.2.5, 17.14.2.6, 17.14.2.7

Responsibility	Activities	Timing
KFN, Yukon	Develop contracting arrangements and procedures including contacts, time lines, and information requirements.	Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	Consistent with the arrangements and procedures, notify KFN of any public or invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of KFN being offered by Yukon.	As contracts are offered
Yukon	Consistent with the arrangements and procedures, provide KFN with the first opportunity to accept any contract associated with silviculture within the Traditional Territory of KFN offered by Yukon other than by public or invitational tender.	As contracts are offered
KFN	Consistent with the arrangements and procedures, provide response to Yukon whether to accept or reject offer or whether KFN will submit a proposal.	Within time lines specified in arrangements and procedures

PROJECT: Criteria for silviculture contracts within KFN Traditional Territory

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

17.14.2.8 Government shall include a criterion for employment of Kluane People or engagement of Kluane Firms in any contract opportunities associated with silviculture in the Traditional Territory of Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 17.14.2.9

Responsibility	Activities	Timing
Yukon, KFN	Jointly develop criteria for employment of Kluane People and engagement of Kluane Firms and identify the specifics as to how the criteria will be included into the contracting process.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	Include a criterion for employment of Kluane People or engagement of Kluane Firms in any silviculture contract opportunities in the Traditional Territory of KFN.	As contract opportunities are identified

Planning Assumption

1. Yukon retains ultimate responsibility for contracting associated with silviculture.

PROJECT: Hiring of Kluane People as extra Forest Fire Personnel

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

17.14.2.10 Where Government requires Extra Forest Fire Personnel within the Traditional Territory of Kluane First Nation it shall, where practicable, hire Kluane People.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 17.14.2.11

Responsibility	Activities	Timing
Yukon, KFN	Develop arrangements for KFN to provide Extra Forest Fire Personnel in the Traditional Territory of KFN. These arrangements will include required contacts and time lines.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
KFN	Develop and maintain list of Kluane People available to fight forest fires. This will also list qualifications.	Ongoing
Yukon	Notify KFN of requirement to hire Extra Forest Fire Personnel in accordance with arrangements developed.	As necessary
KFN	Notify Yukon of available Kluane People in accordance with the arrangements developed.	As necessary

PROJECT: Identification of economic and employment opportunities associated with forest fire management activities in the Traditional Territory of KFN

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

17.14.2.11 Government shall, prior to April 1st of each year, Consult with Kluane First Nation with a view to identifying economic and employment opportunities for Kluane People associated with forest fire management activities in the Traditional Territory of Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 17.8.3 (all)

Responsibility	Activities	Timing
Yukon, KFN	Develop arrangements and procedures for Consultation identifying contacts, time lines, and any other information required by KFN and Yukon.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Yukon	Notify KFN and provide information in accordance with arrangements and procedures.	In accordance with the time lines set out in the arrangements and procedures
KFN	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures
Yukon	Provide full and fair consideration to the views presented by KFN. Identify economic and employment opportunities for Kluane People associated with forest fire management activities. Provide outcome to KFN.	In accordance with time lines set out in arrangements and procedures

PROJECT: The removal of Trees in the KFN Core Area from the right of way for the Shakwak Project and from any gravel sites established in connection with the Shakwak Project

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

17.14.2.12 During the period ending on the tenth anniversary of this Agreement, Government shall provide Kluane First Nation with the first opportunity to remove Trees in the KFN Core Area from the right of way for the Shakwak Project and from any gravel sites established in connection with the Shakwak Project, in accordance with terms and conditions, including time limits, and clean up, established by Government for the removal of trees, without payment of any stumpage fee or other charge.

CROSS REFERENCED CLAUSES: 17.8.3 (all), 17.14.2.13, 17.14.2.14, 17.14.2.15

Responsibility	Activities	Timing
<u>During the period ending on the tenth anniversary of this Agreement:</u>		
Yukon	Notify KFN of offer to remove Trees in the KFN Core Area pursuant to 17.14.2.12 and 16.9.1.14d specify terms and conditions.	Prior to any removal of Trees under 17.14.2.12
KFN	Review offer and notify Yukon of acceptance or refusal.	Within reasonable time as set out in the terms and conditions

If KFN accepts offer:

Yukon	Let KFN remove Trees.	As required
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OR

If KFN refuses offer:

Yukon	At discretion, make offer to the public on same terms and conditions.	As necessary
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If accepted by a public party on same terms and conditions:

Yukon	Let public party remove Trees.	As necessary
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If public offer results in no acceptance of offer:

Responsibility**Activities****Timing**

Yukon

At discretion, remove Trees or re-offer to KFN with new terms and conditions in accordance with 17.14.2.12 and in accordance with the above activities.

As necessary

Planning Assumption

1. KFN will be included in the public offer.

PROJECT: Conflicts between exercise of Mineral Right and exercise of Specified Substances Right

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Surface Rights Board, holder of a Mineral Right

OBLIGATIONS ADDRESSED:

18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.

CROSS REFERENCED CLAUSES: 18.1.1, 18.1.3 (all), 18.1.4

Responsibility	Activities	Timing
KFN or holder of a Mineral Right	Contact other party and attempt to resolve dispute over conflicting exercise of rights.	When a conflict arises over exercise of identified rights
<u>If agreement is not reached:</u>		
KFN or holder of a Mineral Right	At discretion, refer dispute to Surface Rights Board.	As necessary
KFN and holder of a Mineral Right	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

PROJECT: Location of alternative Quarries by Government on Non-Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

18.2.4 Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.

CROSS REFERENCED CLAUSES: 18.2.6, 18.2.6.3, 18.2.6.4, 18.2.7

Responsibility	Activities	Timing
Government	Consider whether the use of any existing Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to KFN.	As soon as practicable or upon the request of KFN
KFN	If KFN has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to KFN's inquiry, provide additional information.	As soon as practicable following the request
Government	Where reasonable and practical to do so, eliminate use of existing Quarries on Settlement Land.	As soon as practicable
Government	Communicate results to KFN.	Following elimination of the use of a Quarry
<u>If all existing Quarries on Settlement Land have not been eliminated following the initial analysis:</u>		
Government	Consider whether the use of any remaining Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to KFN.	From time to time, upon the request of KFN
KFN	If KFN has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to KFN's inquiry, provide additional information.	As soon as practicable following the request
Government	Communicate results to KFN.	Following elimination of the use of a Quarry

Planning Assumption

1. Government shall notify KFN prior to undertaking new projects or activities that may affect the use of existing Quarries on Settlement Land.

PROJECT: Further identification of Quarries on Settlement Land

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

18.2.5 Where Government has not identified adequate Quarries for public purposes before the final land selections have been signed by the negotiators to that Yukon First Nation Final Agreement, that Yukon First Nation Final Agreement shall set out:

18.2.5.1 a time period for further identification of any Quarry on Settlement Land which, unless the parties to that Yukon First Nation Final Agreement otherwise agree, shall be two years from the Effective Date of the Yukon First Nation Final Agreement;

(a) The time period for further identification under 18.2.5.1, of any Quarry on Settlement Land, is two years from the Effective Date of this Agreement.

18.2.5.2 the area within the Traditional Territory that is subject to further identification of Quarries on Settlement Land; and

(a) the following Parcels of Kluane First Nation Settlement Land are subject to further identification of Quarries, pursuant to 18.2.5.2:

i) R-1A

ii) R-46A

iii) R-47A

iv) R-48B

v) R-49B

vi) S-75A (whether consolidated with R1A or R-47A or surveyed as separate Site Specific Settlement Land Parcels)

vii) S-77A (whether consolidated with R1A or R-45A or surveyed as separate Site Specific Settlement Land Parcels)

as identified in Appendix A - Settlement Land Descriptions, attached to this Agreement and in Appendix B - Maps, which forms a separate volume to this Agreement.

18.2.5.3 a process for Consultation with the Yukon First Nation in the further identification of Quarries on Settlement Land.

(a) Government shall Consult with Kluane First Nation in respect of any Quarries on Kluane First Nation Settlement Land which Government proposes to identify pursuant to 18.2.5.

- (b) Within 60 days of receipt of the notice required for the Consultation described in (a), Kluane First Nation shall provide Government with its views on the matters in writing and may request a meeting to present its views to Government.
- (c) Government shall, if requested, meet with Kluane First Nation to discuss its proposed identification of that Quarry and review the establishment of Quarries on Non-Settlement Land.
- (d) Government shall consider fully and fairly the views presented by Kluane First Nation and shall provide, to Kluane First Nation, its response in writing to those views and its decision on identification of that Quarry.

CROSS REFERENCED CLAUSES: 18.2.3, 26.3.1.3; Appendix A - Settlement Land Descriptions R-1A, R-46A, R-47A, R-48B, R-49B, S-75A, S-77A

Responsibility	Activities	Timing
Yukon	Identify Quarries on Settlement Land specified in 18.2.5.2 (a) taking into consideration 18.2.3.	No later than 2 years from the Effective Date
Yukon	Provide KFN with written notice setting out location of proposed Quarries, the information used to identify proposed Quarries, and the public purpose for which the proposed Quarries are required.	No later than 2 years from the Effective Date
KFN	Prepare and present views in writing to Yukon and, at discretion, request a meeting with Yukon.	Within 60 days of receipt of notice from Yukon
Yukon	If KFN requests, meet with KFN to discuss the proposed identification of the Quarries and review the establishment of Quarries on Non-Settlement Land.	As soon as practicable after receiving request
Yukon	Provide full and fair consideration of views presented. Provide KFN with written response to KFN views.	After KFN presents its views
Yukon	Make final decision regarding identification of Quarries, taking into account the views of KFN. Provide KFN with written notice of decision.	Within a reasonable period of time
PROJECT:	Yukon use and restoration of specified Quarries on Settlement Land	
RESPONSIBLE PARTY:	Yukon	
PARTICIPANT / LIAISON:	KFN, Surface Rights Board	
OBLIGATIONS ADDRESSED:		

18.2.6 Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:

- 18.2.6.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;
- 18.2.6.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;
- 18.2.6.3 on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and
- 18.2.6.4 where a dispute arises over the use or restoration of a Quarry by Government, either Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

CROSS REFERENCED CLAUSES: 18.2.2, 18.2.5 (all), 18.2.10; Appendix A - Settlement Land Descriptions R-1A, R-46A, R-47A, R-48B, R-49B, S-75A, S-77A

Responsibility	Activities	Timing
Yukon	Use Quarry and associated specified substances in accordance with commonly accepted land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land.	As required for public purposes
Yukon	Notify KFN of intention to abandon use of Quarry.	Prior to ending use
KFN	Review notice and determine if site restoration is appropriate.	Upon receipt of notice
KFN	Notify Yukon of decision regarding need for site restoration.	As soon as practicable
Yukon	If required by KFN, restore Quarry in accordance with 18.2.6.3.	As appropriate
<u>If dispute arises over use or restoration of Quarry by Yukon:</u>		
Yukon or KFN	At discretion, refer any dispute to Surface Rights Board.	Within a reasonable period of time
Yukon or KFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

PROJECT: Government use of other Quarries on Settlement Land

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

18.2.7 Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.

18.2.8 If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

18.2.9 When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.

CROSS REFERENCED CLAUSES: 18.2.2, 18.2.4, 18.2.5 (all), 18.2.10

Responsibility	Activities	Timing
Government	Notify KFN that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land.	As necessary
Government and KFN	Attempt to reach agreement on need to use Quarry and on appropriate terms and conditions for Government use.	Within 30 days of notification by Government
Government	Establish and work Quarry according to terms and conditions agreed upon.	If agreement is reached with KFN within 30 days
OR		
Government	Abandon proposal to use Quarry on Settlement Land.	If no agreement reached with KFN within 30 days
OR		
Government or KFN	Refer dispute to the Surface Rights Board.	If no agreement reached with KFN within 30 days

Responsibility**Activities****Timing**

Government or
KFN

If an application is made to the Surface Rights Board,
prepare for and respond to the application.

In accordance with
Surface Rights Board
rules

Planning Assumption

1. The terms and conditions agreed upon between KFN and Government pursuant to 18.2.7 may include requirements for restoration of the Quarry.

PROJECT: Government use of Construction Materials from a Quarry on Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

18.2.10 Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Notify KFN of desire to use materials from Quarries on Settlement Land for non-public purposes or public purposes more than 30 km beyond Yukon boundaries and seek consent of the KFN.	As required
KFN	Consider request and notify Government of decision, including proposed terms and conditions if applicable.	Upon request from Government
Government	Use Quarry as agreed.	With consent of KFN
OR		
Government	Abandon proposal for use.	If consent not obtained from KFN

PROJECT: Access to Settlement Land with the consent of KFN for the exercise of Mineral Rights

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Surface Rights Board, Person having a New or Existing Mineral Right

OBLIGATIONS ADDRESSED:

18.3.3 Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

18.3.4 Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.

18.4.3 Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

18.4.4 Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in a right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

CROSS REFERENCED CLAUSES: 5.4.2 (all), 18.3.1 (all), 18.3.5 (all), 18.3.6, 18.4.1 (all), 18.4.2, 18.4.5 (all), 18.5.0 (all)

Responsibility	Activities	Timing
KFN	Receive request for access to Settlement Land from holder of a Mineral Right. Determine whether or not access will be granted.	As required prior to access
KFN	Notify holder of a Mineral Right of decision.	Within a reasonable time

Responsibility**Activities****Timing**

KFN

If an application is made to the Surface Rights Board, prepare for and respond to the application.

In accordance with Surface Rights Board rules

PROJECT: Property Tax Assistance

RESPONSIBLE PARTY: Canada, KFN

PARTICIPANT / LIAISON: Yukon, taxation authority

OBLIGATIONS ADDRESSED:

20.7.1 During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.

21.2.2 Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation or Yukon First Nation Corporation.

CROSS REFERENCED CLAUSES: 21.2.1, 21.2.3, 21.2.5, 21.5.1; KFNSGA 14.9, 14.10

The Parties have agreed that the ten-year period during which property taxation assistance will be provided by Canada will commence on the Effective Date of the KFNFA. It was further confirmed that the Parties would support a proposal to amend the Umbrella Final Agreement to reflect the approach outlined on this activity sheet for implementing the Property Tax Assistance provisions. It is understood that an amendment will be put forward for consideration at a time in the future when it becomes necessary for the parties to the Umbrella Final Agreement to consider other amendments to the Umbrella Final Agreement.

The activities which follow immediately below are organized in two groupings: the first, for what will occur during the year of the Effective Date and the second, for what will occur in subsequent years.

In the year of the Effective Date:

Responsibility	Activities	Timing
Yukon	Provide taxation authority and KFN with a list of KFN properties subject to property tax for the year of the Effective Date or portion thereof, showing estimated taxes.	No later than 90 days after the Effective Date
Yukon	Provide KFN with application form for any Yukon homeowner's grant, requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.	No later than 90 days after the Effective Date

Responsibility	Activities	Timing
KFN	If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes. Pay taxes to taxation authority net of any eligible Yukon homeowner's grant for eligible properties.	No later than 180 days after Effective Date or July 2, whichever is the later

AND

In subsequent years for which the property taxation assistance regime applies:

Responsibility	Activities	Timing
Taxation authority	Each year, provide KFN with an application form for any Yukon homeowner's grant (attached to the tax notice), requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.	By May 15 of each year

KFN	If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes to receive the homeowner's grant for eligible properties as a deduction from the tax bill;	By July 2 of each year
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OR

KFN	Return completed application form to Yukon, to receive the homeowner's grant for eligible properties as a refund after the taxes have been paid.	By February 15 of the year following the year for which the application for homeowner's grant is being made
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KFN	Pay taxes to taxation authority.	By July 2 of each year
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Yukon	If the Yukon homeowner's grant was not deducted from KFN's tax bill at the time the taxes were paid by KFN, pay to KFN the amount of the Yukon homeowner's grant for which KFN is eligible.	Annually, within a reasonable time following receipt of KFN's homeowner's grant application form.
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The following activities deal with the payment of property tax assistance from Canada to KFN on an annual basis for the first ten years following Effective Date. The terms and conditions for the payment of property tax assistance are described in Annex C of the KFN Self-Government Financial Transfer Agreement.

Responsibility	Activities	Timing
KFN	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by KFN for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by KFN, in the year of the Effective Date and each subsequent year for ten years
Canada	Following receipt of information from KFN about the amount of property taxes paid and homeowner's grant received by KFN in a calendar year, calculate the amount of the assistance to be paid using the applicable formula set out in the planning assumptions section of this activity sheet.	Annually, as soon as practicable after receipt of information from KFN
Canada	Pursuant to the terms and conditions set out in Annex C of the KFN SGFTA, pay to KFN the amount of assistance calculated using the applicable formula set out in the planning assumptions section of this activity sheet.	As soon as practicable

Planning Assumptions

1. The May 15 and July 2nd dates referenced in the timing for activities above are deadlines established in the current Assessment and Taxation Act, R.S.Y. 1986, c. 10, for the issuance of tax notices and payment of taxes, respectively. Similarly, the February 15 date referenced is the deadline established in the current Home Owners Grant Act, R.S.Y. 1986, c. 84, for filing applications for Yukon homeowner's grants in respect of the preceding taxation year. These dates may be subject to change from time to time.
2. Yukon shall develop an application form to be used by Yukon First Nations in respect of any homeowner's grant programs.
3. Yukon will provide a list of all fee simple properties on KFN Settlement Land when the application form for the homeowner's grant is sent to the KFN. As part of the process of applying for the homeowner's grant, KFN will sign a declaration concerning eligibility of properties for the homeowner's grant.
4. A self-government financial transfer agreement between Canada and KFN will be in effect which will provide for the payment of the property tax assistance described in 20.7.1.
5. Formulas for Calculation of Property Taxation Assistance: If the Effective Date of the KFNFA falls on a day other than January 1, the following formulas will be used to calculate the amount of assistance to be paid for each of the ten years for which property taxation assistance is to be paid. The amount of property taxation assistance provided for each of the ten years will be in respect of portions of two calendar years, calculated as follows:

X = the number of days in the calendar year from January 1 up to and including the day prior to the Effective Date or the anniversary of the Effective Date;

Y = the number of days remaining in the calendar year, from the Effective Date or the anniversary of the Effective Date to December 31, inclusive; and,

T = the amount of the property taxes paid by KFN for that taxation year minus the homeowner's grant received by KFN for that year.

Assistance

YEAR 1:	$(T \times Y/365) \times 100\% =$	_____
YEAR 2:	$(T \times X/365) \times 100\% + (T \times Y/365) \times 90\% =$	_____
YEAR 3:	$(T \times X/365) \times 90\% + (T \times Y/365) \times 80\% =$	_____
YEAR 4:	$(T \times X/365) \times 80\% + (T \times Y/365) \times 70\% =$	_____
YEAR 5:	$(T \times X/365) \times 70\% + (T \times Y/365) \times 60\% =$	_____
YEAR 6:	$(T \times X/365) \times 60\% + (T \times Y/365) \times 50\% =$	_____
YEAR 7:	$(T \times X/365) \times 50\% + (T \times Y/365) \times 40\% =$	_____
YEAR 8:	$(T \times X/365) \times 40\% + (T \times Y/365) \times 30\% =$	_____
YEAR 9:	$(T \times X/365) \times 30\% + (T \times Y/365) \times 20\% =$	_____
YEAR 10:	$(T \times X/365) \times 20\% + (T \times Y/365) \times 10\% =$	_____
YEAR 11:	$(T \times X/365) \times 10\% =$	_____

This table will be adjusted to take leap years into account as appropriate.

PROJECT: Property assessment and taxation of Fee Simple Settlement Land

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

21.2.1 Fee Simple Settlement Land shall be subject to Laws of General Application respecting Property Taxes, and Government and a Yukon First Nation may agree in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government that Fee Simple Settlement Land is also subject to the power of the Yukon First Nation to levy and collect fees for the use or occupation of Settlement Land, including property taxes.

CROSS REFERENCED CLAUSES: 20.7.1, 21.1.0, 21.2.3, 21.2.5 (all); KFNSGA 14.8

Responsibility	Activities	Timing
Yukon, KFN	For the first assessment roll prepared following the Effective Date, discuss and attempt to reach agreement on tax classifications and assessed values for KFN Fee Simple Settlement Land.	Prior to finalization of assessment roll

PROJECT: Action by taxing authority for non-payment of Property Taxes for Fee Simple Settlement Land

RESPONSIBLE PARTY: Yukon or other taxing authority (the "Taxing Authority")

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

21.3.1 Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.

21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.

CROSS REFERENCED CLAUSES: 21.2.1; KFNSGA 14.8, 14.10, 14.11

Responsibility	Activities	Timing
Taxing Authority	Provide KFN or any KFN corporation with initial notice, using double registered mail, of the possible withdrawal of delivery of any or all services to such Fee Simple Settlement Land if taxes are not paid within six months of date of notice.	If property taxes are owing on Fee Simple Settlement Land for more than 18 months
Taxing Authority	Notify KFN or any KFN corporation by way of double registered letter that services may be withdrawn by a specified date (six months after issuance of initial notice) if taxes are not paid by that date.	If taxes remain unpaid
Taxing Authority	Provide notice to KFN if Taxing Authority decides to attach the assets of KFN or any KFN Corporation owing the taxes, and/or to initiate other remedies.	If taxes remain unpaid six months after the withdrawal of any Local Government Services

PROJECT: Action by Yukon for non-payment by KFN for Local Government Services

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.

21.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

CROSS REFERENCED CLAUSES: 21.1.0 (all), 26.3.0 (all)

Responsibility	Activities	Timing
Yukon	Provide KFN with initial notice using double registered mail, of the possible withdrawal of delivery of Local Government Services on Settlement Land if payment not made within two months of date of notice.	If payment for such services remains unpaid for a period of four months
Yukon	Notify KFN by way of double registered mail, that services may be withdrawn by a specified date if payment not received.	30 days after initial notice if arrears are still outstanding
Yukon	At discretion, refer the matter to dispute resolution process under 26.3.0.	If arrears remain unpaid 6 months after withdrawal of services

PROJECT: Preparation of an economic development opportunities plan

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.3.1 As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.

22.3.2 The plans shall include recommendations to:

22.3.2.1 maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;

22.3.2.2 maximize the use of available financial and technical resources; and

22.3.2.3 identify the funding requirements and measures necessary to stimulate community level economic activity.

CROSS REFERENCED CLAUSES: 15.7.1.2, 22.3.3.4, KFNFA Plan 15.7.1.1

Responsibility	Activities	Timing
KFN	Notify Canada and Yukon of intention to establish tripartite planning group to prepare an economic development opportunities plan.	After the Effective Date
Parties	Establish planning group, develop work plan including time lines and identify resources required to complete the economic development opportunities plan.	As soon as practicable upon receipt of notice
Parties	Identify Government programs that may be accessed to assist KFN to participate in this planning process.	Concurrent with development of the work plan
Planning group	Develop the economic development opportunities plan taking into account all factors listed.	In accordance with time lines set out in the work plan

Responsibility	Activities	Timing
Planning group	Present draft of the economic development opportunities plan and associated recommendations to the Parties.	In accordance with time lines set out in the work plan
Parties	Review draft of the economic development opportunities plan and associated recommendations and submit comments to the planning group.	In accordance with time lines set out in the work plan
Planning group	Incorporate the comments of the Parties and present final draft of the economic development opportunities plan and associated recommendations to the Parties for approval.	In accordance with time lines set out in the work plan
Parties	Approve the economic development opportunities plan and associated recommendations.	In accordance with time lines set out in the work plan

Planning Assumptions

1. The economic development opportunities plan will take into account existing economic development priorities of the KFN.
2. The work plan may include provision for public participation.
3. Nothing in the economic development opportunities plan shall be construed to impose an obligation on Government or KFN to implement the recommendations of the economic development opportunities plan.

PROJECT: Facilitating of training and professional development of Yukon Indian People so they will have access to public service employment opportunities

RESPONSIBLE PARTY: KFN, Yukon, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.4.1 Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.

CROSS REFERENCED CLAUSES: 22.2.2, 22.9.1; Chapter 22 Schedule A Part I 1.0; 28.3.3, 28.3.3.5, 28.9.1; UFA Plan Annex D

Responsibility	Activities	Timing
Government, KFN	Exchange information regarding KFN training needs and priorities, and regarding the options available whereby Government can assist in facilitating training and professional development of Yukon Indian People. Establish arrangements to take advantage of any viable options.	Within six months after the Effective Date or as soon thereafter as the parties agree is reasonable

Planning Assumptions

1. The parties understand that the Government employment plan required pursuant to Chapter 22 Schedule A Part I 1.0 will be the primary mechanism to address how the obligation set out in 22.4.1 will be met. The activities set out above are intended to be interim arrangements for the period prior to completion of the government employment plan.
2. The options to be explored for Government to assist in facilitating training and professional development of Yukon Indian People may include secondments, identification of spaces in Government training programs, mentoring and/or job shadowing, such as are applicable to the training need being addressed and are available from time to time.
3. The activities set out above will be carried out by Canada and Yukon in separate processes with KFN.
4. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People

RESPONSIBLE PARTY: KFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.4.2 The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment.

CROSS REFERENCED CLAUSES: 22.2.2, 22.9.1; Chapter 22 Schedule A Part I 1.0; 28.3.3.5; UFA Plan Annex D

Responsibility	Activities	Timing
KFN, Yukon	Develop a work plan, including contacts, time lines and information requirements to enable the parties to explore ways to make apprenticeship programs more flexible.	At the request of KFN and within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
KFN, Yukon	Assess employment opportunities within the trades sector.	As established in the work plan
KFN, Yukon	Contact trade unions to encourage their participation in the review of apprenticeship programs.	As established in the work plan
KFN, Yukon	Review existing apprenticeship training programs to assess their effectiveness in promoting greater participation by Yukon Indian People.	As established in the work plan
KFN, Yukon	As may be required, and to the extent practicable, modify existing programs or develop new programs to assist in achieving the goal of greater participation.	Following review and within two years of Effective Date
KFN, Yukon	Provide for a regular review of effectiveness of apprenticeship training programs.	Ongoing

Planning Assumptions

1. The activities set out above may be carried out in coordination with other YFNs as they carry out the same or similar activities, in order to avoid duplication of efforts.
2. Trade unions establish training programs and apprenticeship opportunities and they should be encouraged to participate in the review and planning processes.

3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Notice of tenders to KFN by the Yukon

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.2, 22.5.6, 22.5.7, 22.5.8

Responsibility	Activities	Timing
KFN	Advise Yukon that KFN wishes to be notified of public tenders and of their interest in receiving contract information.	At discretion
Yukon	Provide available public information with respect to public tenders and contracting.	As soon as practicable after notification
KFN	If interested in contracting, provide information regarding ability to supply goods and services, for inclusion on bidders' or source lists.	At discretion
Yukon	Provide written notice of public tenders to KFN if they have indicated a wish to be advised of public tenders.	At the time Yukon publicly invites tenders
Yukon	Where the above-noted bidders' lists or similar methods are used, notify KFN if it is on such lists.	At the time Yukon invites tenders

Planning Assumptions

1. Additions to the source lists made between release periods can be accessed by KFN through the Government of Yukon, Highways and Public Works, Contract Services.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Information on non-public contracts

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

22.5.3 The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.

CROSS REFERENCED CLAUSES: 22.2.2

Responsibility	Activities	Timing
Yukon	Supply KFN with a copy of the list of contracts as tabled annually in the Legislature.	As soon as practicable after annual tabling

Planning Assumptions

1. If lists of contracts are generated on a more frequent basis, Yukon will provide as available.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Inclusion of KFN on federal contract lists

RESPONSIBLE PARTY: Canada

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.

22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.6

Responsibility	Activities	Timing
KFN	Advise Canada if KFN is interested in being included on contract lists in Yukon.	At discretion
Canada	Provide information with respect to contracting and qualifications that may be required, including the standing offer agreements process.	As soon as practicable after KFN request
KFN	Notify Canada of qualifications and other relevant information when indicating on which contract list KFN wishes to be included.	At discretion
Canada	Notify KFN if KFN included on specific contract lists.	At request of KFN
Canada	Provide publicly available information with respect to contracts that have been awarded in Yukon.	As soon as practicable after KFN request

Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Access to Government contracting and registration

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.

22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.

22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.1, 22.5.4

Responsibility	Activities	Timing
Government	Provide information to Kluane People and/or KFN corporations regarding access to contracts, standing offer agreements and how to register on lists or inventories.	At request of Kluane People and/or KFN corporations
Government	Provide this information through seminars or workshops.	Where practicable

Planning Assumptions

1. For the purposes of this clause, Kluane People may be represented by KFN.
2. When seminars or workshops are arranged, there may be an initial consultation process between KFN and Government with respect to the content and delivery of the information.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Structuring contracts to a manageable size

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

22.5.10 The Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.3

Responsibility	Activities	Timing
Yukon	Where reasonable, make best efforts to structure contracts so that they are of a size manageable by small business.	Ongoing
KFN	Based on contracting information provided under 22.5.3, and if KFN has concerns that a particular contract does not meet the objectives of 22.5.10, contact Yukon identifying concerns and requesting further information.	At discretion
Yukon	In response to KFN's inquiry as to why contract in question was not structured of a size manageable by small businesses, respond to KFN concerns and provide additional information.	As soon as practicable after KFN identifies concerns

Planning Assumption

1. The Parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Assisting Yukon Indian People to invest in public corporations

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN, Yukon Indian People

OBLIGATIONS ADDRESSED:

22.6.1 Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.

CROSS REFERENCED CLAUSES: 22.2.0 (all), 22.6.5, 22.6.6

Responsibility	Activities	Timing
Government	Provide list of public corporations and information as may be available respecting existing investment opportunities.	At request of KFN
KFN, Yukon Indian People	Request assistance from Government.	When interested in making investments in public corporations
Government	Consider request and identify options for practicable form(s) of assistance.	Within a reasonable period of time following the request
KFN, Yukon Indian People, Government	Review the options and attempt to reach agreement on the assistance to be provided.	
Government	Provide assistance as agreed upon.	

Planning Assumptions

1. For the purposes of this clause, Yukon Indian People may be represented by a YFN or by a corporate entity established either by an individual YFN or by YFNs collectively.
2. Activities under this clause may be cross-referenced with input from regional economic development plans pursuant to Chapter 22 Schedule A Part I 7.0.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Participation of KFN corporations with Yukon Development Corporation

RESPONSIBLE PARTY: Yukon Development Corporation, KFN corporations

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.6.4 Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.

CROSS REFERENCED CLAUSES: 22.2.2, 22.6.6, Chapter 22 Schedule A Part I 5.0 (all)

Responsibility	Activities	Timing
KFN corporations and Yukon Development Corporation	At discretion, discuss participation of KFN corporations and Yukon Development Corporation in economic opportunities such as joint ventures, partnerships and equity participation in subsidiary corporations.	After Effective Date
KFN corporations or Yukon Development Corporation	At discretion, propose participation in specific economic opportunities.	When the opportunity arises
KFN corporations or Yukon Development Corporation	At discretion, review proposal. Respond to initiating party; accept or decline proposal.	Within a reasonable time period
KFN corporations and Yukon Development Corporation	Proceed with joint participation in economic opportunity.	If proposal accepted by both parties

Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: KFN participation in acquisition or disposal of Yukon Development Corporation business ventures

RESPONSIBLE PARTY: Yukon Development Corporation

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

22.6.5 Yukon First Nations shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture.

CROSS REFERENCED CLAUSES: 22.2.2, 22.6.1, 22.6.6

Responsibility	Activities	Timing
Yukon Development Corporation	Where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture, notify KFN of opportunity to participate and provide relevant information.	In sufficient time to enable KFN to fully consider the opportunity
KFN	At discretion, research feasibility of participation in acquisition or disposal of business venture.	After notification of business opportunity
KFN	At discretion, participate in acquisition or disposal of business venture with the Yukon Development Corporation.	As appropriate

Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Establishment of procedures for joint capital planning

RESPONSIBLE PARTY: KFN, Government

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

22.6.6 Government and Yukon First Nations shall establish, to the extent practicable, procedures for joint capital planning.

CROSS REFERENCED CLAUSES: 22.5.0 (all), 22.6.1, 22.6.4, 22.6.5; Chapter 22 Schedule A Part I 2.0 (all), 3.0 (all), 4.0 (all), 5.0 (all), 7.0 (all), 9.0 (all), 10.1

Responsibility	Activities	Timing
KFN, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and KFN.	At the request of one of the Parties
KFN, Government	Discuss common interests and mutual priorities.	
KFN, Government	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable
KFN, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments, agencies, crown corporations and KFN.	At the request of one of the Parties
KFN, Government	Discuss common interests and mutual priorities.	
KFN, Government	As agreed, establish procedures including negotiations, studies, sharing of information, and review of procedures.	As practicable

Planning Assumptions

1. 22.6.6 is to be used as a single window process for facilitating cooperation between the Parties in meeting the intentions of various provisions of the Agreement. This should be a high priority for the Parties. The first bilateral discussion deals with procedures for public works and infrastructure developments for Government and YFNs. The second bilateral discussion relates to planning for public finance for Governments and YFNs. While related, they should be addressed separately.
2. There shall be two separate processes, one for Yukon and one for Canada.

PROJECT: Review of Yukon Economic Strategy

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

22.7.2 The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.

CROSS REFERENCED CLAUSES: 22.2.2

Responsibility	Activities	Timing
Yukon	Notify YFNs of review of Yukon Economic Strategy. Request names of delegates.	As required
KFN	Provide Yukon with names of delegates.	As required
Yukon	Invite delegates and ensure that at least one quarter of total delegates are Yukon Indian People or their representatives.	As required

Planning Assumptions

1. The requirements of this clause shall be a criterion in the normal process of arranging the review of the Yukon Economic Strategy.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

PROJECT: Development of plan regarding representative public service

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 1.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:
 - 1.1.1 a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and
 - 1.1.2 to the degree practical, a representative public service located within the Traditional Territory of Kluane First Nation that reflects the aboriginal/non-aboriginal make-up of the population of the Traditional Territory of Kluane First Nation.
- 1.2 Government shall Consult with Kluane First Nation in developing the plan.
- 1.3 The plan shall be prepared within two years of the Effective Date of this Agreement.
- 1.5 The plan shall provide for periodic review.
- 1.6 In developing the plan Government shall consider and the plan may provide for:
 - 1.6.1 training;
 - 1.6.2 public information;
 - 1.6.3 counselling;
 - 1.6.4 work place support;
 - 1.6.5 targeted recruiting;
 - 1.6.6 the designation of positions to be held by aboriginal people;
 - 1.6.7 preferences in hiring;
 - 1.6.8 measures to manage the effect of the Government plan on the ability of Kluane First Nation to recruit and retain qualified employees;
 - 1.6.9 an analysis, using available data, to determine the level of representation of

aboriginal people in public service positions in the Traditional Territory of Kluane First Nation and to identify practical ways to achieve the goals referred to in 1.1; and

- 1.6.10 such other measures as may reasonably contribute to achieving the goal of a representative public service.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 10 Schedule C 9.1; 22.4.1, 22.4.2, 22.9.1 (all); Chapter 22 Schedule A Part I 1.4, 1.7 (all)

Responsibility	Activities	Timing
Government	Initiate and develop a proposal for a plan designed to attain the above stated goals. Notify KFN of intention to develop plan, provide details of proposal and arrange for meeting of parties.	As soon as practicable after Effective Date, in sufficient time to allow the plan to be completed within 2 years of the Effective Date
KFN, Government	Discuss proposal for plan and develop outline of plan.	Within a reasonable time following notification to KFN
Government	Develop a draft plan and forward to KFN.	As soon as practicable
KFN	Prepare and present its views.	Within a reasonable period of time
Government	Complete the plan, providing full and fair consideration of views presented.	Within 2 years of the Effective Date

Planning Assumptions

1. It is understood that KFN's primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on the Traditional Territory of KFN.
2. Canada and Yukon will undertake their own plans, with appropriate coordination.

PROJECT: Consolidation of plan regarding representative public service

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 1.4 Government may consolidate the plan, after Consultation with Kluane First Nation, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of Kluane People set out in the plan.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 1.1 (all)

Responsibility	Activities	Timing
Government	Notify KFN of desire to consolidate the plan with other plans. Provide details and request comments.	If Government intends to consolidate the plan
KFN	Prepare and present views, considering whether the consolidation will adversely affect benefits of Kluane People set out in the plan.	Within a reasonable time period
Government	Provide full and fair consideration of views presented.	
Government, KFN	Determine whether the consolidation would adversely affect the benefits to Kluane People set out in the plan.	Following Consultation
Government	At discretion, and if it is determined that there are no adverse effects to KFN, consolidate the plans.	Following Consultation

Planning Assumptions

1. This activity may be initiated at the request of KFN.
2. Both Governments will be undertaking their own plans pursuant to Chapter 22 Schedule A Part I 1.1.

PROJECT: Review of public service job descriptions

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 1.7 Government shall review job descriptions and other requirements for public service positions to ensure that:
 - 1.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
 - 1.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for Kluane People and other residents of the Traditional Territory of Kluane First Nation to obtain employment and to receive promotions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 1.1 (all)

Responsibility	Activities	Timing
Government	Review job descriptions in the public service for employees in the Yukon. Notify KFN when review completed.	After Effective Date
Government	Make available to KFN the conclusions of the review, including information with respect to the approach followed in making any changes to job descriptions or other requirements for public service positions.	At request of KFN

Planning Assumption

- 1. It is anticipated that when reviewing job descriptions, Government will consider relevant information gathered during the development of the plan under Chapter 22 Schedule A Part I 1.1.

PROJECT: Requirement for a Project Agreement on **Non-Settlement Land**

RESPONSIBLE PARTY: Yukon, KFN, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.2 Subject to 2.3, where the Yukon issues a Decision Document in relation to a Project on Non-Settlement Land that will create in one year either 25 or more full time jobs each with a duration of one year or the equivalent thereof, in the Traditional Territory of Kluane First Nation, the Yukon shall set out in the Decision Document the requirement that a Project Agreement either be concluded in accordance with 2.4 to 2.11 or be waived by the Yukon in accordance with 2.12 to 2.17.
- 2.3 The provisions of 2.2 do not apply to a Project that is undertaken in response to a temporary emergency in circumstances such that the Project must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.
- 3.36 Where a Project Agreement is required by Kluane First Nation pursuant to 3.0 and by the Yukon pursuant to 2.0 of Part 1 of Schedule A to this chapter, in respect of a Project which involves the Right to Work Mines and Minerals on Category B or Fee Simple Settlement Land, the Yukon and Kluane First Nation shall endeavour to harmonize the terms and conditions of their proposed Project Agreements and if, in the opinion of the Yukon, the proposed Project Agreements are not harmonized, only a Project Agreement required by the Yukon shall apply to the Project.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 2.1, 2.4, 2.5 (all), 2.6, 2.7, 2.8, 2.9, 2.12 (all), 2.13, 2.14, 2.15, 2.16, 2.17, 2.37, 2.38, 2.39, 2.40

Chapter 22 Schedule A Part I sections 2.0 and 3.0 provide for benefits agreements on certain private sector development projects which are subject to the Development Assessment Process (“DAP”) and on Yukon government construction projects. Section 2.0 deals with projects off KFN Settlement Land. Section 3.0 deals with projects on KFN Settlement Land. Benefits agreements related to private sector projects are referred to as Project Agreements, and benefits agreements related to Yukon government projects are referred to as Asset Construction Agreements.

Under DAP, the Yukon government acts as a Decision Body for projects on Non-Settlement Land and KFN acts as a Decision Body for projects on Settlement Land, and the appropriate Decision Body will issue a Decision Document when the assessment of a project within its jurisdiction is complete.

Where a Project is on Category B or Fee Simple Kluane Settlement Land, and it involves working sub-surface rights then both KFN and Yukon may issue Decision Documents that require Project Agreements. The Agreement states where there are two Project Agreements, the KFN and Yukon must attempt to harmonize the Agreements. If they are unable to do so, then only the Government mandated Project Agreement will apply.

This activity sheet deals with private sector projects on Non-Settlement Land.

Responsibility	Activities	Timing
Yukon Decision Body	Where the project will create the equivalent of 25 or more full time jobs in a year, include in the Decision Document the requirement that Yukon intends either to conclude a Project Agreement in accordance with 2.4 to 2.11, or to waive the requirement for a Project Agreement in accordance with 2.12 to 2.17.	As required
Yukon	Notify the Proponent and KFN of its intention either to conclude a Project Agreement in accordance with 2.4 to 2.11 or to start proceedings to waive the requirement for a Project Agreement in accordance with 2.12 to 2.17.	Following issuance of the Decision Document

If a Project involves the Right to Work Mines and Minerals pursuant to 3.36:

KFN and Yukon	Attempt to harmonize the terms and conditions of their proposed Project Agreements.	As soon as practicable
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If in the opinion of Yukon, the terms and conditions of the proposed Project Agreements cannot be harmonized, then only the Yukon Project Agreement will apply.

PROJECT: Negotiation of a Project Agreement on **Non-Settlement Land**

RESPONSIBLE PARTY: Yukon, KFN, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.4 Where, in respect of a Project referred to in 2.2, the Yukon does not waive the requirement for a Project Agreement, the Proponent, Kluane First Nation and the Yukon shall negotiate with a view to concluding a Project Agreement.
- 2.5 If negotiations pursuant to 2.4 do not result in the conclusion of a Project Agreement within 30 days or such further period of time that in the Yukon's opinion is reasonable in the circumstances, the Yukon may request that Kluane First Nation and the Proponent each provide to the Yukon and to each other:
- 2.5.1 a proposal respecting provisions to be included in the Project Agreement; and
- 2.5.2 an assessment of the prospects of concluding a Project Agreement.
- 2.6 Kluane First Nation and the Proponent shall each respond in writing to the Yukon within 15 days of receipt of a request made pursuant to 2.5.
- 2.7 Following receipt of the responses pursuant to 2.6 or expiry of the time period referred to in 2.6, whichever is earlier, the Yukon shall advise Kluane First Nation and the Proponent of the time period in which to conclude the negotiation of a Project Agreement.
- 2.8 Where a Project Agreement is not concluded among the Proponent, Kluane First Nation and the Yukon within the time period specified under 2.7, the Yukon may make the final determination respecting the provisions to be included in the Project Agreement.
- 2.9 A document signed on behalf of the Minister containing the provisions determined by the Yukon pursuant to 2.8 shall be deemed to be a concluded Project Agreement for the purposes of 2.2 and 2.4.
- 2.10 Project Agreements may address:
- 2.10.1 employment opportunities for Kluane People;
- 2.10.2 business opportunities for Kluane First Nation, Kluane Firms and Kluane People;
- 2.10.3 investment opportunities for Kluane First Nation, Kluane Firms and Kluane People; and
- 2.10.4 other benefits for Kluane First Nation, Kluane People or Kluane Firms required

by the Yukon pursuant to 2.8 or agreed to by the Yukon, Kluane First Nation and the Proponent.

2.11 Project Agreements shall:

2.11.1 provide benefits commensurate with the nature, scale, duration and cost of the Project; and

2.11.2 not place an excessive burden on the Proponent or adversely affect the viability of the Project.

2.35 Negotiations under 2.4 and 2.20 shall include negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory of Kluane First Nation, if provided for in or pursuant to Yukon Legislation.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 2.1, 2.2

Responsibility	Activities	Timing
Yukon, KFN, Proponent	Enter into negotiations with a view to concluding a Project Agreement, addressing factors under 2.10, 2.11 and 2.35.	As soon as practicable
<u>If negotiations fail to result in conclusion:</u>		
Yukon	Request KFN and Proponent provide in writing views of and proposal respecting provisions to be included in the Project Agreement and an assessment of the prospects of concluding the Project Agreement.	As soon as practicable
KFN and Proponent	Respond in writing to Yukon.	Within 15 days of receipt of the request
Yukon	Advise KFN and Proponent of time frame for concluding negotiations.	As soon as practicable following receipt of the responses
Yukon	If Project Agreement is not concluded among Proponent, KFN and Yukon under the time period specified by Yukon, determine the provisions of the Project Agreement.	As necessary

PROJECT: Waiver of a Project Agreement or an Asset Construction Agreement on **Non-Settlement Land**

RESPONSIBLE PARTY: Yukon, KFN, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.12 The Yukon may waive the requirement for a Project Agreement where:
- 2.12.1 a Project Agreement or the requirement for a Project Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
 - 2.12.2 economic benefits or opportunities for Kluane First Nation, Kluane People or Kluane Firms in respect of the Project, or the negotiation of an agreement respecting such benefits or opportunities in respect of the Project, are expressly provided for in a law applicable to the Project;
 - 2.12.3 an agreement with Kluane First Nation regarding economic benefits or opportunities for Kluane First Nation, Kluane People or Kluane Firms applicable to that Project is already in place; or
 - 2.12.4 other such public interest circumstances exist.
- 2.13 Where the Yukon intends to waive the requirement for a Project Agreement pursuant to 2.12.1, 2.12.3 or 2.12.4, the Yukon shall so notify Kluane First Nation and the Proponent in writing with reasons.
- 2.14 Within 30 days of receipt of the notice provided pursuant to 2.13, Kluane First Nation and the Proponent shall each provide to the Yukon their views in writing of the intended waiver.
- 2.15 In the 30 days following the receipt by the Yukon of the response of Kluane First Nation and the Proponent under 2.14, Kluane First Nation and the Yukon shall make reasonable efforts to reach consensus regarding the intended waiver.
- 2.16 If the Yukon and Kluane First Nation fail to reach agreement under 2.15 or if Kluane First Nation fails to provide its views of the intended waiver within the time period specified in 2.14, the Yukon may proceed to waive the requirement for a Project Agreement and shall notify Kluane First Nation and the Proponent in writing of such waiver.
- 2.17 Where the Yukon waives the requirement for a Project Agreement pursuant to 2.12.2, it shall so notify Kluane First Nation and the Proponent in writing.
- 2.29 The Yukon may waive the requirement for a Yukon Asset Construction Agreement under

2.18 where:

- 2.29.1 a Yukon Asset Construction Agreement or the requirement for a Yukon Asset Construction Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
 - 2.29.2 economic benefits or opportunities for Kluane First Nation, Kluane People or Kluane Firms in respect of the construction of the Asset, or the negotiation of an agreement regarding such benefits or opportunities in respect of the construction of the Asset are expressly provided for in a law applicable to the construction of the Asset;
 - 2.29.3 an agreement with Kluane First Nation regarding economic benefits or opportunities for Kluane First Nation, Kluane People or Kluane Firms applicable to the construction of that Asset is already in place; or
 - 2.29.4 other such public interest circumstances exist.
- 2.30 Where the Yukon intends to waive the requirement for a Yukon Asset Construction Agreement under 2.29.1, 2.29.3 or 2.29.4, the Yukon shall so notify Kluane First Nation in writing with reasons.
- 2.31 Within 30 days of receipt of the notice under 2.30, Kluane First Nation shall provide the Yukon with its views in writing of the intended waiver.
- 2.32 In the 30 days following the receipt by the Yukon of Kluane First Nation's response under 2.31, Kluane First Nation and the Yukon shall make reasonable efforts to reach consensus regarding the intended waiver.
- 2.33 If the Yukon and Kluane First Nation fail to reach agreement under 2.32 or if Kluane First Nation fails to provide its views of the intended waiver within the time period specified in 2.31, the Yukon may proceed to waive the requirement for a Yukon Asset Construction Agreement.
- 2.34 Where the Yukon waives the requirement for a Yukon Asset Construction Agreement pursuant to 2.29.2, it shall so notify Kluane First Nation in writing.

CROSS REFERENCED CLAUSES: Chapter 1 - Definitions, "Non-Settlement Lands"; 2.11.8; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 2.1, 2.2, 2.3, 2.38, 2.39, 2.40

Responsibility	Activities	Timing
<u>Where Yukon intends to waive the requirement for a Project Agreement pursuant to 2.12.1, 2.12.3, 2.12.4, or for an Asset Construction Agreement pursuant to 2.29.1, 2.29.3 or 2.29.4:</u>		
Yukon	Notify the parties of intent to waive in writing with reasons.	As soon as practicable

KFN, Proponent	Provide Yukon with written views regarding intended waiver.	Within 30 days of receipt of notice
Yukon, KFN	Make reasonable efforts to reach consensus regarding the intended waiver.	Within 30 days following KFN's response to Yukon
If no consensus is reached pursuant to 2.15 or 2.32 or if KFN fails to provide views pursuant to 2.14 or 2.31:		
Yukon	Proceed to waive the requirement for the Project or Asset Construction Agreement.	As necessary
<u>Where Yukon waives the requirement for a Project Agreement pursuant to 2.17 or for an Asset Construction Agreement pursuant to 2.34 :</u>		
Yukon	Notify KFN and/or Proponent in writing.	As necessary

PROJECT: Negotiation of an Asset Construction Agreement on
Non-Settlement Land

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 2.18 Subject to 2.19, where the Yukon intends to construct an Asset in the Traditional Territory of Kluane First Nation that has a Capital Cost of \$2 million or more, the Yukon and Kluane First Nation shall conclude a Yukon Asset Construction Agreement in accordance with 2.20 to 2.28 unless the Yukon waives the requirement for a Yukon Asset Construction Agreement in accordance with 2.29 to 2.34.
- 2.19 The provisions of 2.18 do not apply to an Asset the construction of which is undertaken in response to a temporary emergency in circumstances such that the construction must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.
- 2.20 Where the requirement for a Yukon Asset Construction Agreement under 2.18 is not waived, the Yukon and Kluane First Nation shall enter into negotiations with a view to concluding a Yukon Asset Construction Agreement.
- 2.21 If negotiations under 2.20 fail to result in the conclusion of a Yukon Asset Construction Agreement within 30 days or such further period of time that in the Yukon's opinion is reasonable in the circumstances, the Yukon may ask Kluane First Nation to provide its proposal respecting provisions to be included in a Yukon Asset Construction Agreement.
- 2.22 Kluane First Nation shall respond in writing to the Yukon within 15 days of receipt of a request under 2.21.
- 2.23 If negotiations under 2.20 fail to result in the conclusion of a Yukon Asset Construction Agreement within 30 days or such further period of time that in Kluane First Nation's opinion is reasonable in the circumstances, Kluane First Nation may notify the Yukon of its proposal respecting provisions to be included in the Yukon Asset Construction Agreement.
- 2.24 Following receipt of the response pursuant to 2.22 or the expiry of the time period referred to in 2.22, whichever is earlier, or following receipt of a notice provided pursuant to 2.23, the Yukon, at its discretion, shall either:
- 2.24.1 refer to mediation under 26.4.0 any outstanding matters regarding the provisions to be included in the Yukon Asset Construction Agreement; or
- 2.24.2 make the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement.

- 2.25 If the Yukon refers outstanding matters to mediation under 2.24.1 and following mediation no agreement results, the Yukon shall make the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement.
- 2.26 Where the Yukon makes the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement pursuant to 2.24.2 or 2.25, such Yukon Asset Construction Agreement shall be deemed to be concluded for the purposes of 2.18 and 2.20.
- 2.27 Yukon Asset Construction Agreements may address:
- 2.27.1 provisions to be included in any contracts entered into by the Yukon associated with the construction of the Asset including:
- 2.27.1.1 employment opportunities for Kluane People;
- 2.27.1.2 business opportunities for Kluane First Nation, Kluane Firms and Kluane People; and
- 2.27.1.3 training opportunities for Kluane People;
- 2.27.2 training or employment opportunities for Kluane People with the Yukon that are directly associated with the construction of the Asset; and
- 2.27.3 other benefits for Kluane First Nation, Kluane People or Kluane Firms required by the Yukon pursuant to 2.24.2 or 2.25 or agreed to by the Yukon and Kluane First Nation.
- 2.28 Yukon Asset Construction Agreements shall:
- 2.28.1 provide benefits commensurate with the nature, scale, duration and cost of the construction of the Asset; and
- 2.28.2 not place an excessive burden on the Yukon or on the agent of Yukon constructing the Asset or adversely affect the viability of the construction of the Asset.
- 2.35 Negotiations under 2.4 and 2.20 shall include negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory of Kluane First Nation, if provided for in or pursuant to Yukon Legislation.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 2.1, 2.38, 2.39, 2.40; 26.4.0 (all)

Responsibility	Activities	Timing
Yukon, KFN	Enter into negotiations with a view to concluding an Asset Construction Agreement, addressing factors under 2.27, 2.28 and 2.35.	As soon as practicable

Responsibility	Activities	Timing
<u>If negotiations fail to result in conclusion within 30 days or such further reasonable period of time:</u>		
KFN	Notify Yukon of its views of and proposal respecting the provisions to be included in the Asset Construction Agreement.	At discretion, after failure to negotiate the Asset Construction Agreement
OR		
Yukon	Request KFN to provide views of and proposal respecting provisions to be included in the Asset Construction Agreement.	As soon as practicable
KFN	Respond in writing to Yukon.	Within 15 days of receipt of the request
Yukon	At discretion, determine the provisions to be included in the Asset Construction Agreement.	As necessary
OR		
Yukon	At discretion, refer any outstanding matters regarding the provisions to be included in the Asset Construction Agreement to mediation under 26.4.0.	As soon as practicable following receipt of response from KFN
<u>If no agreement results from mediation:</u>		
Yukon	Determine the provisions to be included in the Asset Construction Agreement.	As necessary

PROJECT: Requirement for a Project Agreement **on Settlement Land**

RESPONSIBLE PARTY: KFN, Yukon, Proponent, Canada

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

3.2 Subject to 3.3, where:

3.2.1 Kluane First Nation issues a Decision Document in relation to a Project on Settlement Land that will create in the Traditional Territory of Kluane First Nation, and on Settlement Land outside of the Traditional Territory of Kluane First Nation, together, in one year, either 25 or more full time jobs each with a duration of one year or the equivalent thereof; and

3.2.2 the negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory of Kluane First Nation respecting a Project as defined in 2.1 of Part I of Schedule A to Chapter 22 - Economic Development Measures is provided for in or pursuant to Yukon Legislation referred to in 2.35,

Kluane First Nation shall exercise whatever legislative or other authority it has to enable it to set out in the Decision Document the requirement that a Project Agreement be concluded in accordance with 3.4 to 3.11 or be waived by Kluane First Nation in accordance with 3.12 to 3.17.

3.3 The provisions of 3.2 do not apply to a Project that is undertaken in response to a temporary emergency in circumstances such that the Project must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.

3.36 Where a Project Agreement is required by Kluane First Nation pursuant to 3.0 and by the Yukon pursuant to 2.0 of Part I of Schedule A to this chapter, in respect of a Project which involves the Right to Work Mines and Minerals on Category B or Fee Simple Settlement Land, the Yukon and Kluane First Nation shall endeavour to harmonize the terms and conditions of their proposed Project Agreements and if, in the opinion of the Yukon, the proposed Project Agreements are not harmonized, only a Project Agreement required by the Yukon shall apply to the Project.

CROSS REFERENCED CLAUSES: Chapter 1 - Definitions, "Non-Settlement Lands"; 2.11.8; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A, Part I 2.1, 2.37, 3.1, 3.4, 3.5 (all), 3.6, 3.7, 3.8, 3.9, 3.10 (all), 3.11 (all), 3.12 (all), 3.13, 3.14, 3.15, 3.16, 3.17, 3.40

Chapter 22 Schedule A Part I sections 2.0 and 3.0 provide for benefits agreements on certain private sector development projects which are subject to the Development Assessment Process (“DAP”) and on Yukon government construction projects. Section 2.0 deals with projects off KFN Settlement Land. Section 3.0 deals with projects on KFN Settlement Land. Benefits agreements related to private sector projects are referred to as Project Agreements, and benefits agreements related to Yukon government projects are referred to as Asset Construction Agreements.

Under DAP, the Yukon government acts as a Decision Body for projects on Non-Settlement Land and KFN acts as a Decision Body for projects on Settlement Land, and the appropriate Decision Body will issue a Decision Document when the assessment of a project within its jurisdiction is complete.

Where a Project is on Category B or Fee Simple Kluane Settlement Land, and it involves working sub-surface rights then both KFN and Yukon may issue Decision Documents that require Project Agreements. The Agreement states where there are two Project Agreements, the KFN and Yukon must attempt to harmonize the Agreements. If they are unable to do so, then only the Government mandated Project Agreement will apply.

This activity sheet deals with private sector projects on Settlement Land.

Responsibility	Activities	Timing
KFN	Where the project will create the equivalent of 25 or more full time jobs in a year, and where negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory is provided for in or pursuant to Yukon Legislation, include in the Decision Document the requirement that KFN intends either to conclude a Project Agreement in accordance with 3.4 to 3.11, or to waive the requirement for a Project Agreement in accordance with 3.12 to 3.17.	As required
KFN	Notify the Proponent and Yukon of its intention either to conclude a Project Agreement in accordance with 3.4 to 3.11 or to start proceedings to waive the requirement for a Project Agreement in accordance with 3.12 to 3.17.	Following issuance of the Decision Document

If a Project involves the Right to Work Mines and Minerals pursuant to 3.36:

KFN and Yukon	Attempt to harmonize the terms and conditions of their proposed Project Agreements.	As soon as practicable
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If in the opinion of Yukon, the terms and conditions of the proposed Project Agreements cannot be harmonized, then only the Yukon Project Agreement will apply.

PROJECT: Negotiation of a Project Agreement **on Settlement Land**

RESPONSIBLE PARTY: KFN, Yukon, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 3.4 Where, in respect of a Project referred to in 3.2, Kluane First Nation does not waive the requirement for a Project Agreement, the Proponent, Kluane First Nation and the Yukon shall negotiate with a view to concluding a Project Agreement.
- 3.5 If negotiations pursuant to 3.4 do not result in the conclusion of a Project Agreement within 30 days or such further period of time that in the opinion of Kluane First Nation is reasonable in the circumstances, Kluane First Nation may request that the Yukon and the Proponent each provide to Kluane First Nation and each other:
- 3.5.1 a proposal respecting provisions to be included in the Project Agreement; and
- 3.5.2 an assessment of the prospects of concluding a Project Agreement.
- 3.6 The Yukon and the Proponent shall each respond in writing to Kluane First Nation within 15 days of receipt of a request made pursuant to 3.5.
- 3.7 Following receipt of the responses pursuant to 3.6 or expiry of the time period referred to in 3.6, whichever is earlier, Kluane First Nation shall advise the Yukon and the Proponent of the time period in which to conclude the negotiation of a Project Agreement.
- 3.8 Where a Project Agreement is not concluded among the Proponent, Kluane First Nation and the Yukon within the time period specified under 3.7, Kluane First Nation may make the final determination respecting the benefits for other residents of the Traditional Territory of Kluane First Nation and other provisions to be included in the Project Agreement.
- 3.9 A document signed on behalf of Kluane First Nation containing the provisions determined by Kluane First Nation pursuant to 3.8 shall be deemed to be a concluded Project Agreement for the purposes of 3.2 and 3.4.
- 3.10 Project Agreements may address the matters set out in 2.10 and:
- 3.10.1 employment opportunities for other residents of the Traditional Territory of Kluane First Nation;
- 3.10.2 business opportunities for other residents of the Traditional Territory of Kluane First Nation;

- 3.10.3 investment opportunities for other residents of the Traditional Territory of Kluane First Nation; and
 - 3.10.4 other benefits for other residents of the Traditional Territory of Kluane First Nation required by Kluane First Nation pursuant to 3.8 or agreed to by the Yukon, Kluane First Nation and the Proponent.
- 3.11 Project Agreements shall:
- 3.11.1 provide benefits commensurate with the nature, scale, duration and cost of the Project; and
 - 3.11.2 not place an excessive burden on the Proponent or adversely affect the viability of the Project.

CROSS REFERENCED CLAUSES: Chapter 1 - Definitions, “Non-Settlement Lands”, 2.11.8; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 2.1, 2.8, 2.10 (all), 3.2

Responsibility	Activities	Timing
KFN	Enter into negotiations with a view to concluding a Project Agreement, addressing factors under 3.10 and 3.11.	As soon as practicable
<u>If negotiations fail to result in conclusion:</u>		
KFN	Request Yukon and Proponent provide in writing views of and proposal respecting provisions to be included in the agreement and an assessment of the prospects of concluding the Project Agreement.	As soon as practicable
Yukon, Proponent	Respond in writing to KFN.	Within 15 days of receipt of the request
KFN	Advise Yukon and Proponent of time frame for concluding negotiations.	As soon as practicable following receipt of the responses
KFN	If a Project Agreement is not concluded among KFN, Proponent and Yukon under the time period specified by KFN, determine the provisions of the Project Agreement.	As necessary

PROJECT: Waiver of a Project Agreement or an Asset Construction Agreement **on Settlement Land**

RESPONSIBLE PARTY: KFN, Yukon, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 3.12 Kluane First Nation may waive the requirement for a Project Agreement where:
- 3.12.1 a Project Agreement or the requirement for a Project Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
 - 3.12.2 economic benefits or opportunities for other residents of the Traditional Territory of Kluane First Nation in respect of the Project, or the negotiation of an agreement respecting such benefits or opportunities in respect of the Project, are addressed in a law applicable to the Project;
 - 3.12.3 an agreement respecting economic benefits or opportunities for other residents of the Traditional Territory of Kluane First Nation applicable to that Project is already in place; or
 - 3.12.4 other such public interest circumstances exist.
- 3.13 Where Kluane First Nation intends to waive the requirement for a Project Agreement pursuant to 3.12.1, 3.12.3 or 3.12.4, Kluane First Nation shall so notify the Yukon and the Proponent in writing with reasons.
- 3.14 Within 30 days of receipt of the notice provided pursuant to 3.13, the Yukon and the Proponent shall each provide to Kluane First Nation their views in writing of the intended waiver.
- 3.15 In the 30 days following the receipt by Kluane First Nation of the Yukon's response under 3.14, Kluane First Nation and the Yukon shall make reasonable efforts to reach agreement regarding the intended waiver.
- 3.16 If the Yukon and Kluane First Nation fail to reach agreement under 3.15 or if the Yukon fails to provide its views of the intended waiver within the time period specified in 3.14, Kluane First Nation may proceed to waive the requirement for a Project Agreement and shall notify the Yukon and the Proponent in writing of such waiver.
- 3.17 Where Kluane First Nation waives the requirement for a Project Agreement pursuant to 3.12.2, it shall so notify the Yukon and the Proponent in writing.
- 3.30 Kluane First Nation may waive the requirement for a Kluane Asset Construction Agreement under 3.19 where:

- 3.30.1 a Kluane Asset Construction Agreement or the requirement for a Kluane Asset Construction Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
 - 3.30.2 economic benefits or opportunities for other residents of the Traditional Territory of Kluane First Nation in respect of the construction of the Asset, or the negotiation of an agreement regarding such benefits or opportunities in respect of the construction of the Asset are addressed in a law applicable to the construction of the Asset;
 - 3.30.3 an agreement respecting economic benefits or opportunities for other residents of the Traditional Territory of Kluane First Nation applicable to the construction of that Asset is already in place; or
 - 3.30.4 other such public interest circumstances exist.
- 3.31 Where Kluane First Nation intends to waive the requirement for a Kluane Asset Construction Agreement under 3.30.1, 3.30.3 or 3.30.4, Kluane First Nation shall so notify the Yukon in writing with reasons.
 - 3.32 Within 30 days or receipt of the notice under 3.31, the Yukon shall provide Kluane First Nation with its views in writing of the intended waiver.
 - 3.33 In the 30 days following the receipt by Kluane First Nation of the Yukon's response under 3.32, Kluane First Nation and the Yukon shall make reasonable efforts to reach consensus regarding the intended waiver.
 - 3.34 If the Yukon and Kluane First Nation fail to reach a consensus under 3.33 or if the Yukon fails to provide its views of the intended waiver within the time period specified in 3.32, Kluane First Nation may proceed to waive the requirement for a Kluane Asset Construction Agreement.
 - 3.35 Where Kluane First Nation waives the requirement for a Kluane Asset Construction Agreement pursuant to 3.30.2, it shall so notify the Yukon in writing.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 2.1

Responsibility	Activities	Timing
<u>Where KFN intends to waive the requirement for a Project Agreement pursuant to 3.12.1, 3.12.3, 3.12.4, or for an Asset Construction Agreement pursuant to 3.30.1, 3.30.3 or 3.30.4:</u>		
KFN	Notify the parties of intent to waive in writing with reasons.	As soon as practicable
Yukon, Proponent	Provide KFN with written views regarding intended waiver.	Within 30 days of receipt of notice

Responsibility	Activities	Timing
KFN, Yukon	Make reasonable efforts to reach agreement pursuant to 3.15, or to reach consensus pursuant to 3.33, regarding the intended waiver.	Within 30 days following Yukon's response to KFN
If no agreement pursuant to 3.15 or consensus pursuant to 3.33 is reached, or if Yukon fails to provide its views pursuant to 3.14 or 3.32:		
KFN	Proceed to waive the requirement for the Project or Asset Construction Agreement.	As necessary
<u>Where KFN waives the requirement for the Project Agreement pursuant to 3.17 or for an Asset Construction Agreement pursuant to 3.35:</u>		
KFN	Notify Yukon and/or the Proponent in writing.	As necessary

PROJECT: Negotiation of an Asset Construction Agreement **on Settlement Land**

RESPONSIBLE PARTY: KFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 3.18 Kluane First Nation shall exercise whatever legislative or other authority it has to enable it to conclude a Kluane Asset Construction Agreement as set out in 3.19.
- 3.19 Subject to 3.20, where Kluane First Nation intends to construct an Asset in the Traditional Territory of Kluane First Nation that has a Capital Cost of \$2 million or more, Kluane First Nation and the Yukon shall conclude a Kluane Asset Construction Agreement in accordance with 3.20 to 3.29 unless Kluane First Nation waives the requirement for a Kluane Asset Construction Agreement in accordance with 3.30 to 3.35.
- 3.20 The provisions of 3.19 do not apply to an Asset the construction of which is undertaken in response to a temporary emergency in circumstances such that the construction must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.
- 3.21 Where the requirement for a Kluane Asset Construction Agreement under 3.19 is not waived, the Yukon and Kluane First Nation shall enter into negotiations with a view to concluding a Kluane Asset Construction Agreement.
- 3.22 If negotiations under 3.21 fail to result in the conclusion of a Kluane Asset Construction Agreement within 30 days or such further period of time that in Kluane First Nation's opinion is reasonable in the circumstances, Kluane First Nation may ask the Yukon to provide its proposal respecting provisions to be included in a Kluane Asset Construction Agreement.
- 3.23 The Yukon shall respond in writing to Kluane First Nation within 15 days of receipt of a request under 3.22.
- 3.24 If negotiations under 3.21 fail to result in the conclusion of a Kluane Asset Construction Agreement within a period of time that in the Yukon's opinion is reasonable in the circumstances, the Yukon may notify Kluane First Nation of its proposal respecting provisions to be included in the Kluane Asset Construction Agreement.
- 3.25 Following receipt of the response pursuant to 3.23 or the expiry of the time period referred to in 3.23, whichever is earlier, or following receipt of a notice provided pursuant to 3.24, Kluane First Nation, at its discretion, shall either:
- 3.25.1 refer to mediation under 26.4.0 any outstanding matters regarding the benefits for other residents of the Traditional Territory of Kluane First Nation to be included in the Kluane Asset Construction Agreement; or

- 3.25.2 make the final determination respecting the benefits for other residents of the Traditional Territory of Kluane First Nation to be included in the Kluane Asset Construction Agreement.
- 3.26 If Kluane First Nation refers outstanding matters to mediation under 3.25.1 and following mediation no agreement results, Kluane First Nation shall make the final determination respecting the provisions to be included in the Kluane Asset Construction Agreement.
- 3.27 Where Kluane First Nation makes the final determination respecting the provisions to be included in the Asset Construction Agreement pursuant to 3.25.2 or 3.26, such Kluane Asset Construction Agreement shall be deemed to be concluded for the purposes of 3.19 and 3.21.
- 3.28 Kluane Asset Construction Agreements may address the matters set out in 2.27 and:
- 3.28.1 benefits for other residents of the Traditional Territory of Kluane First Nation to be included in any contracts entered into by Kluane First Nation associated with the construction of the Asset including:
- 3.28.1.1 employment opportunities;
- 3.28.1.2 business opportunities; and
- 3.28.1.3 training opportunities,
- 3.28.2 training or employment opportunities for other residents of the Traditional Territory of Kluane First Nation with Kluane First Nation that are directly associated with the construction of the Asset; and
- 3.28.3 other benefits for other residents of the Traditional Territory of Kluane First Nation required by Kluane First Nation pursuant to 3.25.2 or 3.26 or agreed to by the Yukon and Kluane First Nation.
- 3.29 Kluane Asset Construction Agreements shall:
- 3.29.1 provide benefits commensurate with the nature, scale, duration and cost of the construction of the Asset; and
- 3.29.2 not place an excessive burden on Kluane First Nation or on the agent of Kluane First Nation constructing the Asset or adversely affect the viability of the construction of the Asset.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 2.1, 3.40; 26.4.0 (all)

Responsibility	Activities	Timing
KFN, Yukon	Enter into negotiations with a view to concluding an Asset Construction Agreement, addressing factors under 3.28 and 3.31.	As soon as practicable
<u>If negotiations fail to result in conclusion within 30 days or such further reasonable period of time:</u>		
Yukon	Notify KFN of its views of and proposal respecting the provisions to be included in the Asset Construction Agreement.	At discretion after failure to conclude an Asset Construction Agreement
OR		
KFN	Request Yukon to provide views of and proposal respecting provisions to be included in the Asset Construction Agreement.	As soon as practicable
Yukon	Respond in writing to KFN.	Within 15 days of receipt of the request
KFN	At discretion, determine the provisions to be included in the Asset Construction Agreement.	As necessary
OR		
KFN	At discretion, refer any outstanding matters regarding the provisions to be included in the Asset Construction Agreement to mediation under 26.4.0.	As soon as practicable following receipt of response from Yukon
<u>If no agreement results from mediation:</u>		
KFN	Determine the provisions to be included in the Asset Construction Agreement.	As necessary

PROJECT: Review of Chapter 22 Schedule A Part I 3.0 -- "Project Agreements in Relation to Settlement Land and Kluane Assets Construction Agreements"

RESPONSIBLE PARTY: KFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

3.39 The Yukon and Kluane First Nation shall review the provisions of 3.0 in the tenth year following the Effective Date of this Agreement, unless they otherwise agree.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 3.0 (all)

Responsibility	Activities	Timing
KFN, Yukon	Establish terms of reference for a joint review of the provisions of Chapter 22 Schedule A Part I 3.0.	In the tenth year following the Effective Date
KFN, Yukon	Jointly prepare a work plan for the review of the provisions of Chapter 22 Schedule A Part I 3.0.	As soon as practicable
KFN, Yukon	Conduct review of the provisions.	In accordance with the terms of reference

PROJECT: Negotiation of economic development agreements

RESPONSIBLE PARTY: Government, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 4.1 Government may enter into economic development agreements with Kluane First Nation which provide:
 - 4.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of Kluane First Nation and to organizations, businesses and corporations owned by those residents, Kluane People or Kluane First Nation;
 - 4.1.2 for the participation of Kluane First Nation in the planning, management, administration and decision making of those programs and services; and
 - 4.1.3 for measures to implement recommendations of the regional economic development plan.
- 4.2 Economic development agreements referred to in 4.1:
 - 4.2.1 shall describe the purposes for which technical and financial assistance may be used;
 - 4.2.2 may provide for a financial contribution by Kluane First Nation, consistent with the ability of Kluane First Nation to contribute; and
 - 4.2.3 may provide for a financial contribution by Government for the purposes of the agreements.
- 4.3 Kluane First Nation shall nominate no less than one third of the members of any joint planning, management, advisory, or decision making body established pursuant to an economic development agreement referred to in 4.1.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 22.6.6; Chapter 22 Schedule A Part I 7.0 (all)

Responsibility	Activities	Timing
Government, KFN	At discretion of any Party, initiate request to negotiate economic development agreements.	After the Effective Date
Government, KFN	Assess need to negotiate economic development agreement.	Upon request

Responsibility	Activities	Timing
Government, KFN	Respond to request to enter negotiations.	Within a reasonable period of time
Government, KFN	If agreed, negotiate economic development agreements, taking into consideration the regional economic development plan developed pursuant to 7.0, if plan completed.	As required
KFN, Government	Nominate members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement.	As required pursuant to the economic development agreement

PROJECT: Negotiation of terms and conditions for acquiring interest in a Project

RESPONSIBLE PARTY: KFN, Proponent

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 5.2 Kluane First Nation shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.
- 5.4 Subject to 5.5 and 5.6, and after notice has been given under 5.7.2, the Proponent and Kluane First Nation, at the request of Kluane First Nation, shall negotiate the terms and conditions of Kluane First Nation acquiring its interest in a Project.
- 5.5 At any time at least 270 days after notice has been given under 5.7.2, the Proponent may provide in writing to Kluane First Nation an offer setting out all the proposed terms and conditions of Kluane First Nation acquiring its interest pursuant to 5.2 in the Project.
- 5.6 The offer referred to in 5.5 shall be open for acceptance by Kluane First Nation for 30 days, and, failing acceptance of the offer, the option described in 5.2 shall lapse, and the Proponent shall have no further obligation to Kluane First Nation under 5.0 for that Project.
- 5.7 The Proponent shall, as soon as practicable:
 - 5.7.1 give notice to Kluane First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to Kluane First Nation; and
 - 5.7.2 give notice to Kluane First Nation of receipt of all regulatory approvals required to start construction of a Project.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 22.6.6; Chapter 22 Schedule A Part I 5.1, 5.3 (all), 5.8, 5.9, 5.11 (all)

Responsibility	Activities	Timing
Proponent	Notify KFN about any proposed Projects within the Traditional Territory of KFN.	Annually and preferably at least six months prior to offering an option to KFN

Responsibility	Activities	Timing
Proponent	Provide general information with respect to proposed Projects.	At request of KFN and within a reasonable period of time after request
Proponent	Provide notice to KFN of completion of all studies and investigations into the feasibility of a Project.	As soon as practicable
Proponent	Make studies available to KFN.	At request of KFN
Proponent	Provide notice to KFN of receipt of all regulatory approvals.	As soon as practicable after receipt of regulatory approvals
KFN, Proponent	Enter into negotiations regarding terms and conditions of acquiring an interest in the Project.	After Proponent provides above notice, and after request by KFN
Proponent	Provide to KFN a written offer setting out terms and conditions for acquiring an interest in the Project.	At least 270 days after notice of receipt of all regulatory approvals has been given to KFN
KFN	At discretion, accept offer.	Within 30 days of written offer

Planning Assumption

1. If both parties agree to do so, the Proponent and KFN may enter into discussions prior to the receipt of all regulatory approvals concerning acquisition of an interest in a Project by the KFN.

PROJECT: Offer to purchase KFN interest in a Project

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Proponent

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 5.9 Unless otherwise agreed by all the parties owning an interest in a Project, Kluane First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 5.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 5.10 The Proponent may exercise the first right to purchase set out in 5.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising Kluane First Nation in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 22.6.6, Chapter 22 Schedule A Part I 5.1, 5.2

Responsibility	Activities	Timing
<u>Unless otherwise agreed by all the parties owning an interest in a Project:</u>		
KFN	Upon receipt of a bona fide offer to purchase KFN interest, if willing to accept the offer, communicate terms of the offer to the Proponent in writing.	As necessary
Proponent	Advise KFN in writing of its intention to exercise Proponent's first right to purchase, if Proponent decides to exercise this right.	Within 30 days after receipt of the notice of terms of offer
Proponent	Complete purchase of said interest or portion.	Within 100 days after giving notice of intention to buy the KFN interest

PROJECT: Acquisition by KFN of an interest in a non-renewable resource development or hydro-electric project or infrastructure in accordance with 5.12

RESPONSIBLE PARTY: KFN, Yukon, its agency or corporation ("Yukon")

PARTICIPANT / LIAISON: Proponent

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

5.11 For greater certainty nothing in 5.0 shall be construed to prevent the Kluane First Nation from exercising the option described in 5.2 through the agency of a corporation which it owns or controls.

5.11.1 If Kluane First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, the provisions of 5.0 shall apply to that corporation as if it was Kluane First Nation.

5.11.2 If Kluane First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.

5.12 Nothing in 5.0 shall be construed to prevent Kluane First Nation and the Yukon, its agencies and corporations from entering into an agreement whereby Kluane First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure which addition or improvement did not exist at the Effective Date of this Agreement.

5.12.1 Unless Kluane First Nation and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which Kluane First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure, which addition or improvement did not exist at the Effective Date of this Agreement, shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 22.6.6; Chapter 22 Schedule A Part I 5.2, 5.13

Responsibility	Activities	Timing
KFN, Yukon	At discretion, negotiate agreement whereby KFN acquires an interest in a project referred to in 5.11.	As necessary

Responsibility**Activities****Timing**

If KFN chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls:

KFN

Advise the Proponent of the legal name of the corporation.

As soon as possible after choosing to exercise the option described in 5.2

PROJECT: Sale of surplus Yukon Government Assets

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 6.2 The Yukon shall provide to Kluane First Nation a notice in writing setting out:
- 6.2.1 any Yukon Asset with an Original Registered Cost of \$10,000.00 or more that the Yukon intends to dispose of by way of public tender, public auction, public sale or invitational tender (the “Listed Assets”); and
 - 6.2.2 those Listed Assets, if any, in respect of which the Yukon, in its discretion, is prepared to offer to Kluane First Nation a first right to acquire and the terms and conditions, including price, applicable to such first right to acquire (the “Direct Sale Assets”).
- 6.4 The Yukon shall provide the notice referred to in 6.2 to Kluane First Nation prior to the disposal of the Listed Assets.
- 6.5 Kluane First Nation may exercise the first right to acquire any of the Direct Sale Assets on the terms and conditions set out in the notice provided pursuant to 6.2 at any time during the 30 day period following the date upon which it receives such notice by providing the Yukon with written notice of its exercise of that right.
- 6.7 If Kluane First Nation does not exercise a right to acquire any of the Direct Sale Assets, the Yukon may, subject to 6.8 and 6.9, dispose of such Direct Sale Assets in any manner that it determines.
- 6.9 If the Yukon proposes to dispose of any of the Direct Sale Assets referred to in 6.7 by way of an invitational tender, the Yukon shall include the Kluane First Nation in such invitational tender.
- 6.16 The provisions of 6.1 to 6.15 shall expire on the 20th anniversary of the Effective Date of this Agreement unless otherwise agreed by the Yukon and Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.9.1.12 (a); Chapter 22 Schedule A Part I 6.1, 6.3, 6.6, 6.8, 6.13, 6.15

Responsibility	Activities	Timing
Yukon	Notify KFN of surplus Yukon Assets intended for sale and indicate which of those are intended as Direct Sale Assets and the sale terms and conditions applicable to each Direct Sale Asset.	As necessary
KFN	Respond to Yukon indicating which Direct Sale Assets it intends to acquire.	Within 30 days of receiving the notice from Yukon

If there is no response from KFN, **OR** if KFN declines to acquire the Direct Sale Asset, **AND** Yukon intends to dispose of the Direct Sale Asset through invitational tender:

Yukon	Invite KFN to submit a bid to acquire the Direct Sale Asset.	As required
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PROJECT: Sale of surplus Kluane First Nation government assets

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Yukon

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

6.10 Kluane First Nation shall provide to the Yukon a notice in writing setting out any Kluane First Nation Asset with an Original Registered Cost of \$10,000.00 or more that Kluane First Nation intends to dispose of by way of public tender, public auction, public sale or invitational tender.

6.11 Kluane First Nation shall provide the notice referred to in 6.10 to the Yukon at least 30 days prior to the disposal of any Kluane First Nation Asset listed in such notice.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part I 6.1, 6.14, 6.15, 6.16

Responsibility	Activities	Timing
KFN	Notify Yukon of surplus KFN Assets intended for disposal.	At least 30 days prior to the disposal of the KFN Assets

PROJECT: Preparation of a regional economic development plan for the Traditional Territory of KFN

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: municipal or district government, if any, commercial and industrial interests, other residents of the Traditional Territory of KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 7.1 No later than one year after the Effective Date of this Agreement, or as the Government and Kluane First Nation may otherwise agree, Government and Kluane First Nation shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of Kluane First Nation.
- 7.2 Government and Kluane First Nation shall provide the opportunity to involve the communities of Burwash Landing and Destruction Bay, existing commercial and industrial interests within the Traditional Territory of Kluane First Nation, and other residents of the Traditional Territory of Kluane First Nation in the preparation of the regional economic development plan.
- 7.3 The regional economic development plan shall:
- 7.3.1 examine the state of the economy in the Traditional Territory of Kluane First Nation;
 - 7.3.2 assess the potential for development in the areas of communication, culture, transportation, agriculture, energy, renewable and non-renewable resources and tourism in the Traditional Territory of Kluane First Nation;
 - 7.3.3 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
 - 7.3.4 recommend priorities for economic development in the Traditional Territory of Kluane First Nation and methods to increase the participation of Kluane First Nation and Kluane People in those areas of economic development;
 - 7.3.5 recommend measures to integrate Kluane First Nation economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan for the Traditional Territory of Kluane First Nation;
 - 7.3.6 recommend measures to integrate the regional economic development plan with other relevant economic plans and strategies, including any economic plans and strategies prepared by or on behalf of Government;
 - 7.3.7 recommend actions which Government and Kluane First Nation should take to implement the regional economic development plan;

- 7.3.8 recommend whether limits or other restrictions are required for commercial activities within the scope of Part II of this schedule, and if limits or other restrictions are required, recommend what those limits or restrictions should be;
 - 7.3.9 provide for periodic review and evaluation of the regional economic development plan; and
 - 7.3.10 recommend a process of amendment for the regional economic development plan.
- 7.4 Nothing in 7.1, 7.2 and 7.3 shall be construed to impose on Government or Kluane First Nation an obligation to implement the recommendations of the regional economic development plan.
- 7.5 Nothing in the regional economic development plan shall be construed to:
- 7.5.1 prevent Kluane First Nation or Kluane People from accessing or making use of economic development programs of general application available to a Yukon resident or a Canadian citizen; or
 - 7.5.2 restrict access by Kluane People to any other employment or training position available outside the Traditional Territory of Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 22.3.1; Chapter 22 Schedule A Part I 4.1 (all), 4.2 (all); Chapter 22 Schedule A Part II 2.0 (all), 3.0 (all), 5.0 (all)

Responsibility	Activities	Timing
KFN	Notify Canada and Yukon of intention to establish tripartite planning group to prepare a regional economic development plan for the Traditional Territory of KFN.	After the Effective Date and in sufficient time to commence preparation of the regional economic development plan within one year of the Effective Date
Canada, Yukon and KFN	Establish planning group, develop work plan including time lines and identify resources required to complete the regional economic development plan.	As soon as practicable after receipt of notice
Canada, Yukon and KFN	Provide opportunity to involve the communities of Burwash Landing and Destruction Bay, existing commercial and industrial interests within the Traditional Territory of KFN and other residents of the Traditional Territory of KFN in the preparation of the regional economic development plan.	Concurrent with development of the work plan
Canada, Yukon and KFN	Identify Government programs that may be accessed to assist KFN to participate in this planning process.	Concurrent with development of the work plan

Responsibility	Activities	Timing
Planning group	Develop the regional economic development plan taking into account all factors listed.	In accordance with time lines set out in the work plan
Planning group	Present draft of the regional economic development plan and associated recommendations to the Canada, Yukon and KFN	In accordance with time lines set out in the work plan
Canada, Yukon and KFN	Review draft of the regional economic development plan and associated recommendations and submit comments to the planning group.	In accordance with time lines set out in the work plan
Planning group	Incorporate the comments of the Canada, Yukon and KFN and present final draft of the regional economic development plan and associated recommendations to the Canada, Yukon and KFN for approval.	In accordance with time lines set out in the work plan
Canada, Yukon and KFN	Approve the regional economic development plan and associated recommendations.	In accordance with time lines set out in the work plan

Planning Assumptions

1. The regional economic development plan will take into account existing economic development priorities of the KFN.
2. Nothing in the regional economic development plan shall be construed to impose an obligation on Government or KFN to implement the recommendations of the regional economic development plan.

PROJECT: Inclusion of criteria for special aboriginal or local knowledge for Board contract opportunities and job descriptions

RESPONSIBLE PARTY: Boards in 2.12.1, Designated Office (12.2.0)

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

8.1 The Boards referred to in 2.12.1 of Chapter 2 - General Provisions and the Designated Office defined in 12.2.0 of Chapter 12 - Development Assessment shall consider the inclusion of criteria for special aboriginal or local knowledge when establishing specifications for contract opportunities and job descriptions for any employment activities which a Board or a Designated Office may have.

8.2 Nothing in 8.1 shall be construed to mean that a criterion for employment of Kluane People shall be the determining criterion in awarding any contract.

CROSS REFERENCED CLAUSES: 2.12.1; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 12.2.0 (all); UFA Plan, Annex B, Part I, Board Services and Facilities

Responsibility	Activities	Timing
Boards listed in KFN FA 2.12.1, Designated Office under KFN FA 12.2.0	When establishing specifications for contract opportunities and job descriptions, consider the inclusion of criteria for special aboriginal or local knowledge.	As necessary

PROJECT: Agreements to give effect to Chapter 22 Economic Development Measures

RESPONSIBLE PARTY: Canada, Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 9.1 The parties to this Agreement may enter into agreements to give effect to recommendations in plans described in this chapter or to otherwise achieve the objectives of 22.1.0 of Chapter 22 - Economic Development Measures.
- 9.2 An agreement referred to in 9.1 shall state whether, and if so, to what extent, the agreement is binding on the parties to the Agreement.
- 9.3 Nothing in this Agreement shall be construed to limit the ability of Kluane First Nation and the Yukon to make recommendations to, and enter into agreements with, each other respecting the establishment of measures, policies, and programs with the objective of furthering the economic development of resources within the Traditional Territory of Kluane First Nation, in a manner which is consistent with the culture, values and identity of Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 22.1.1 (all)

Responsibility	Activities	Timing
Canada, KFN, or Yukon	Submit request to the other parties to enter into agreements to give effect to Chapter 22. Provide details.	As necessary
Other parties	Determine whether to accept request of initiating party. Provide outcome to initiating party.	As soon as practicable after receipt of request
Canada, KFN, Yukon	Proceed with discussions toward the development of agreements.	If the Parties agree to proceed

PROJECT: Right of first refusal to leasehold interest in one hectare parcel at Burwash Landing Airstrip Reserve

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 11.1 In 11.0, "Burwash Landing Airstrip Reserve" means the area designated as the Burwash Landing Airstrip Reserve on Map Sheet 115 G/6, 7 - Burwash landing Area, in Appendix B - Maps, which forms a separate volume to this Agreement.
- 11.2 The parties acknowledge that it is the current intention of the Yukon to prepare a development plan for the Burwash Landing Airstrip Reserve. The Yukon shall Consult with Kluane First Nation in the preparation of that development plan.
- 11.3 Upon completion of a development plan for the Burwash Landing Airstrip Reserve or within 3 years of the Effective Date of this Agreement, whichever is the earlier, the Yukon shall offer to Kluane First Nation a right of first refusal to acquire a leasehold interest in one or more parcels of land with a total area of up to one hectare, situated in the Burwash Landing Airstrip Reserve (the "Leasehold Parcel or Parcels") in the following manner:
- 11.3.1 the Minister shall provide notice, in writing, to Kluane First Nation identifying the Leasehold Parcel or Parcels and specifying the terms and conditions upon which the Leasehold Parcel or Parcels may be leased;
- 11.3.2 Kluane First Nation may exercise the right of first refusal with respect to the Leasehold Parcel or Parcels on the terms and conditions set out in the notice provided pursuant to 11.3.1 at any time during the 30 day period following the date upon which Kluane First Nation receives such notice by providing the Yukon with written notice of its exercise of that right; and
- 11.3.3 if Kluane First Nation fails to provide written notice to the Yukon within the time period specified in 11.3.2 of its exercise of the right of first refusal, the right of first refusal provided in 11.3 shall cease to exist.
- 11.4 For greater certainty, nothing in 11.0 shall be construed to prevent Kluane First Nation from acquiring any other leasehold interest in the Burwash Landing Airstrip Reserve.

CROSS REFERENCED CLAUSES: 22.1.1 (all)

Responsibility	Activities	Timing
Yukon	Notify KFN of its plans to prepare a development plan for the Burwash Landing Airstrip Reserve.	When intending to prepare the development plan
KFN	Prepare and present views.	Within a reasonable period of time as indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	During the preparation of the development plan
Yukon	Notify of outcome.	As soon as practicable

Upon completion of a development plan, or within 3 years of the Effective Date, whichever is earlier:

Yukon	Identify the Leasehold Parcel or Parcels and specify the terms and conditions upon which the Leasehold Parcel or Parcels may be leased.	
Yukon	Provide written notice to KFN for the right of first refusal to acquire a leasehold interest in the identified Leasehold Parcel or Parcels specifying the terms and conditions.	As necessary
KFN	Determine whether to exercise its right of first refusal to acquire a leasehold interest in the Leasehold Parcel or Parcels in accordance with the specified terms and conditions. If accepting the offer, provide Yukon with written acceptance.	Within 30 days of receipt of notice of first refusal

PROJECT: Right of first offer to a Contract for operation and maintenance of any Campground in the Traditional Territory of Kluane First Nation

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 12.1 "Campground" in 12.0 means any place in the Traditional Territory of Kluane First Nation which is designated by the Yukon as a campground pursuant to the Parks and Land Certainty Act, RSY 2002, c. 165.
- 12.2 The parties acknowledge that it is not the current intention of the Yukon to contract out the operation and maintenance of any Campground in the Traditional Territory of Kluane First Nation.
- 12.3 If the Yukon decides to contract out the operation and maintenance of any Campground in the Traditional Territory of Kluane First Nation, it shall first offer the contract to Kluane First Nation in the following manner:
 - 12.3.1 the Minister shall provide notice, in writing, to Kluane First Nation specifying the terms and conditions of the contract;
 - 12.3.2 where Kluane First Nation does not accept, in writing, the contract within 30 days, the Minister may offer the contract to any other Person on the same terms and conditions as specified in the notice given under 12.3.1; and
 - 12.3.3 if the contract offered to any other Person is not accepted, the Minister may re-offer the contract on new terms and conditions in accordance with the procedure set out in 12.3.1 and 12.3.2.
- 12.4 Upon acceptance of a contract by Kluane First Nation pursuant to 12.3 for the operation and maintenance of a Campground in the Traditional Territory of Kluane First Nation, (the "Accepted Campground") its right of first offer in 12.3 shall cease to exist.
- 12.5 Upon the expiration of the initial contract accepted by Kluane First Nation pursuant to 12.4 and if the Yukon decides to continue to contract out the operation and maintenance of the Accepted Campground, Yukon shall first offer to Kluane First Nation, in accordance with the procedure set out in 12.3, any further contracts for the operation and maintenance of the Accepted Campground.
- 12.7 Kluane First Nation's right of first offer in 12.5 shall cease to exist either, at the time that Kluane First Nation fails to accept any further contract offered pursuant to 12.5 and such further contract is accepted by any other Person pursuant to 12.5, or, on the 20th anniversary of the Effective Date of this Agreement, whichever is the earlier, unless the Yukon and Kluane First Nation otherwise agree.

12.8 For greater certainty, nothing in 12.0 shall be construed to prevent Kluane First Nation from tendering on a contract for the operation and maintenance of any other Campground offered by the Yukon.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 22.1.1 (all); Chapter 22 Schedule A Part I 12.6

Responsibility	Activities	Timing
Yukon	If the Yukon decides to contract out the operation and maintenance of any Campground in the Traditional Territory of KFN, offer the contract to KFN first.	After decision to contract out operation and maintenance of Campground
Yukon	Provide written notice of contract specifying the terms and conditions of the contract.	As necessary
KFN	Determine whether to exercise its right of first refusal to acquire the contract to operate the Campground in accordance with the terms and conditions of the contract. If accepting the offer, provide Yukon with written acceptance at which time the right fo first offer in 12.3 ceases to exist.	Within 30 days of receipt of notice of contract offer
Yukon	Decide to continue to contract out the operation and maintenance of the Accepted Campground.	Upon expiration of initial contract accepted by KFN
Yukon	If decision is to continue contracting out the operation and maintenance of the Campground, first offer to KFN any further contracts in accordance with procedures set out in 12.3.	As necessary
Yukon	If KFN does not exercise its right of first refusal to the contract in accordance with the terms and conditions of the contract, offer the contract to other Persons upon the same terms and conditions as offered to KFN.	As appropriate
<u>If the contract offered to any other Person is not accepted:</u>		
Yukon	At discretion, re-offer the contract on new terms and conditions in accordance with the above procedure.	As necessary
Yukon and KFN	Unless otherwise agreed, the right of first offer ceases to exist when KFN fails to accept any further contract offered pursuant to 12.5 and such contract is accepted by any other Person or the 20 th anniversary of the Effective Date of this Agreement.	Whichever is earlier

PROJECT: Creation and eligible investments of the KFN Strategic Economic Development Investment Fund

RESPONSIBLE PARTY: Canada, KFN

PARTICIPANT / LIAISON : None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 13.1 Canada shall pay \$4,540,967 on or as soon as practicable after the Effective Date to Kluane First Nation to be the Kluane First Nation Strategic Economic Development Investment Fund (“the Fund”).
- 13.2 The Fund shall be kept segregated from other Kluane First Nation monies provided that Kluane First Nation may deposit other monies into the Fund.
- 13.3 Subject to 13.4 and 13.5, monies in the Fund may be invested in any kind of property, real, personal or mixed, but in so doing, the Kluane First Nation shall exercise the judgement and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others, and pending such investment, shall be held on deposit with a Canadian chartered bank.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 13.0 (all)

Responsibility	Activities	Timing
Canada	Pay \$4,540,967 to KFN to be the Fund.	As soon as practicable after Effective Date
KFN	Establish the Fund.	As soon as practicable
KFN	Develop and maintain a segregated accounting of the deposits and expenses of the Fund, including the initial deposit by Canada described in 13.1.	On an ongoing basis until the Fund is terminated pursuant to 13.10
KFN	Make investments from the Fund, taking into account the provisions of 13.3.	At discretion

PROJECT: Preparation and amendment of Terms of Reference for the Strategic Economic Development Investment Fund

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON : Canada

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

13.4 Subject to 13.5, monies in the Fund may be used only for purposes of:

13.4.1 economic development of Kluane People and Kluane First Nation;

13.4.2 training and education of Kluane People; and

13.4.3 costs of administering the Fund, including the audits and reports required by 13.0.

in accordance with terms of reference for the Fund (the “Terms of Reference”) prepared and approved by Kluane First Nation.

13.5 Kluane First Nation may reimburse itself from the Fund for the costs of preparation, approval and amendment of the Terms of Reference.

13.6 Kluane First Nation shall provide the Terms of Reference and any amendments to Canada.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 13.0 (all)

Responsibility	Activities	Timing
KFN	Prepare and approve Terms of Reference for the Fund.	As soon as practicable after Effective Date
KFN	Provide to Canada a copy of the approved Terms of Reference, and any amendments thereto.	As soon as practicable after approval of the Terms of Reference or any amendments
KFN	Reimburse itself from the Fund for any costs associated with the preparation, approval and amendment of the Terms of Reference.	As appropriate

PROJECT: Preparation of annual audit and report related to the KFN Strategic Economic Development Investment Fund

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON : Canada

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 13.7 Kluane First Nation shall cause the Fund to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants and the audit shall be presented each year to a general assembly held in accordance with the Kluane First Nation Constitution.
- 13.8 Kluane First Nation shall prepare an annual report comparing the activities of the Fund with the Terms of Reference in the manner and with the content set out in the implementation plan for this Agreement, and the report shall be presented each year to the meeting referred to in 13.7.
- 13.9 Kluane First Nation shall provide to Canada a copy of the audit and report prepared pursuant to 13.7 and 13.8, respectively.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 13.0 (all), KFNFA Plan Annex F

Responsibility	Activities	Timing
KFN	Cause an audit of the Fund to be prepared by an accredited auditor, and present the audit to a general assembly held in accordance with the KFN Constitution.	Annually
KFN	Prepare an annual report comparing activities of the Fund with the Terms of Reference in a manner set out in Annex F. Present this report to a general assembly held in accordance with the KFN Constitution.	Annually
KFN	Provide a copy of the audit and report to Canada.	Within 180 days of the end of the previous fiscal year

PROJECT: Termination of the KFN Strategic Economic Development Investment Fund

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON : Canada

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

- 13.10 At any time after the amount of the Fund used for the purposes provided for in 13.4 equals the amount which was paid into the Fund by Canada pursuant to 13.1, Kluane First Nation may terminate the Fund by a resolution of the Kluane First Nation Council and any monies remaining in the Fund at that time shall be dealt with in accordance with that resolution.
- 13.11 Kluane First Nation shall prepare an audit and a report for the period of time between the last annual audit and report and the termination of the Fund and shall present the audit and report, together with the resolution of the Kluane First Nation Council terminating the Fund, to the next general assembly held in accordance with the Kluane First Nation Constitution.
- 13.12 Kluane First Nation shall provide a copy of the audit and report referred to in 13.11, together with a certified copy of the resolution of the Kluane First Nation Council terminating the Fund, to Canada.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 13.0 (all), KFNFA Plan Annex F

Responsibility	Activities	Timing
KFN	Terminate the Fund by a resolution of the KFN Council.	At any time after the amount spent by KFN from the Fund exceeds the amount which was paid into the Fund by Canada
KFN	Deal with any monies remaining in the Fund in accordance with the resolution of the KFN Council.	At the termination of the Fund
KFN	Cause a final audit of the Fund to be prepared by an accredited auditor, and present audit to a general assembly held in accordance with the KFN Constitution.	At the general assembly held in accordance with the KFN Constitution following termination of the Fund

Responsibility	Activities	Timing
KFN	Prepare a final report comparing activities of the Fund with the Terms of Reference, and in a manner set out in Annex F. Present this report to a general assembly held in accordance with the KFN Constitution.	At the general assembly held in accordance with the KFN Constitution following termination of the Fund
KFN	Provide a copy of the final audit and report to Canada.	Within 180 days of the end of the fiscal year in which the Fund is terminated

PROJECT: Opportunity to purchase any portion of the Buffer

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON : other Persons

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part I

14.2 If the Yukon decides to offer to another Person the opportunity to purchase any portion of the Buffer, the Kluane First Nation shall have the first right to purchase that portion at fair market value in the following manner:

14.2.1 the Yukon shall provide written notice to the Kluane First Nation setting out the price and the other terms and conditions upon which the portion may be purchased;

14.2.2 if the Kluane First Nation does not accept, in writing, the offer referred to in 14.2.1 within 60 days of its receipt, it shall be deemed to have declined the offer and the Yukon may offer the opportunity to purchase the portion to other Persons upon the same terms and conditions as offered to the Kluane First Nation; and

14.2.3 if no other Person accepts the public offer referred to in 14.2.2, the Yukon may re-offer the portion on new terms and conditions but in accordance with the procedure set out in 14.2.1 and 14.2.2.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part I 14.1

Responsibility	Activities	Timing
<u>If Yukon decides to offer any portion of the Buffer for purchase:</u>		
Yukon	Provide written notice to the Kluane First Nation setting out the price and the other terms and conditions upon which the portion of the Buffer may be purchased.	Prior to making the offer to another Person
KFN	At discretion, accept, in writing, the offer to purchase.	Within 60 days of receipt of the written notice from Yukon
<u>If KFN declines the offer to purchase, OR if KFN fails to provide written notice in the time required:</u>		
Yukon	At discretion, offer the opportunity to purchase the portion to other Persons setting out the same price and other terms and conditions as offered to KFN.	As necessary
<u>If no other Person accepts the offer to purchase:</u>		

Responsibility**Activities****Timing**

Yukon

At discretion, re-offer the opportunity to purchase the portion on new terms and conditions, following the activities described for 14.2.1 and 14.2.2.

As necessary

PROJECT: Right to acquire new licences or permits in the commercial freshwater fishing industry

RESPONSIBLE PARTY: Yukon, KFN

PARTICIPANT / LIAISON: DKRRC

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 1.1 Kluane First Nation shall have the right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Traditional Territory of Kluane First Nation as follows:
 - 1.1.1 Government shall offer to Kluane First Nation any new licences or permits in respect of commercial freshwater fishing until Kluane First Nation and Kluane Firms together have been allocated, by weight, 25 percent of the commercial freshwater fish quota in the Traditional Territory of Kluane First Nation; and
 - 1.1.2 unless required for Conservation, Government will not adjust the lake trout quota for Kluane Lake of 3050 kilograms, until it seeks a recommendation from the Dän Keyi Renewable Resources Council.
- 4.7 Kluane First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to Kluane First Nation under 1.0, 2.0 or 3.0.
- 4.9 When Kluane First Nation applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to Kluane First Nation.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to Kluane First Nation pursuant to 1.0, 2.0 and 3.0.
- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by Kluane First Nation pursuant to these provisions where Kluane First Nation has sold or assigned that licence or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent Kluane First Nation or a Kluane Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.1, 2.1 and 3.1 shall expire on the 20th anniversary of the Effective Date of this Agreement, unless the parties to this Agreement agree to extend the application of those provisions.

Responsibility	Activities	Timing
Yukon, KFN	Determine whether KFN and Kluane Firms together have been allocated 25% by weight, of the commercial freshwater fishing quota in the Traditional Territory of KFN taking into consideration factors under 1.1.2.	After the Effective Date, prior to any new licences or permits being issued

Prior to the 20th anniversary of the Effective Date of this Agreement, if the 25% allocation has not been met:

Yukon	Notify KFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to KFN any new licence or permit, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
KFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If KFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

If an adjustment to lake trout quota is required for Conservation purposes:

Yukon	Seek recommendations from the DKRRC on the proposed adjustment to lake trout quota.	As required prior to making the adjustments
DKRRC	Review Yukon's proposal and provide recommendations.	Within a reasonable time period
Yukon	Notify DKRRC of its decision.	Within a reasonable time period

PROJECT: Right to acquire new licences or permits in the commercial wilderness adventure travel industry

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 2.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial wilderness adventure travel industry in the Traditional Territory of Kluane First Nation, Kluane First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:
- 2.1.1 in the first year that Government places the limit, Government shall offer to Kluane First Nation in respect of its Traditional Territory:
- 2.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Kluane Firms to operate at their then existing level, or
- 2.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of Kluane First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,
- whichever is less; and
- 2.1.2 in the second year, and each year thereafter, Government shall offer to Kluane First Nation any new licences or permits issued from time to time until Kluane First Nation and Kluane Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 4.7 Kluane First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to Kluane First Nation under 1.0, 2.0 or 3.0.
- 4.9 When Kluane First Nation applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to Kluane First Nation.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to Kluane First Nation pursuant to 1.0, 2.0 and 3.0.

- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by Kluane First Nation pursuant to these provisions where Kluane First Nation has sold or assigned that licence or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent Kluane First Nation or a Kluane Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.1, 2.1 and 3.1 shall expire on the 20th anniversary of the Effective Date of this Agreement, unless the parties to this Agreement agree to extend the application of those provisions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part II 4.2, 4.4 (all), 4.6

Responsibility	Activities	Timing
<u>If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial wilderness travel adventure industry in the Traditional Territory of KFN:</u>		
Government, KFN	Determine whether KFN and Kluane Firms together have been allocated 25% of the commercial wilderness adventure travel industry licences or permits in the Traditional Territory of KFN.	After the Effective Date, prior to any new licences or permits being issued
<u>In the first year that Government places a limit and prior to the 20th anniversary of the Effective Date of this Agreement, if the 25% allocation has not been met:</u>		
Government	Notify KFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to KFN any new licence or permit, following the formula set out in 2.1.1.1 and 2.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
KFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If KFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
<u>In the second and subsequent years that Government places a limit and prior to the 20th anniversary of the Effective Date of this Agreement, if the 25% allocation has not been met:</u>		
Government	Notify KFN of decision to offer new licences or permits.	If new licences or permits are to be offered

Responsibility	Activities	Timing
Government	Offer to KFN any new licence or permit, issued from time to time, until KFN and Kluane Firms together have been issued 25% of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
KFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If KFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

PROJECT: Right to acquire new licences or permits in the commercial freshwater sports fishing industry

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 3.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of Kluane First Nation, Kluane First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:
- 3.1.1 in the first year that Government places the limit, Government shall offer to Kluane First Nation in respect of its Traditional Territory:
- 3.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Kluane Firms to operate at their then existing level, or
- 3.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of Kluane First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,
- whichever is less; and
- 3.1.2 in the second year, and in each year thereafter, Government shall offer to Kluane First Nation any new licences or permits issued from time to time until Kluane First Nation and Kluane Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 4.7 Kluane First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.8 A licence or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a licence or permit offered to Kluane First Nation under 1.0, 2.0 or 3.0.
- 4.9 When Kluane First Nation applies for a licence or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to Kluane First Nation.
- 4.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to Kluane First Nation pursuant to 1.0, 2.0 and 3.0.

- 4.11 Nothing in 1.0, 2.0 or 3.0 shall be construed to obligate Government to replace a licence or permit obtained by Kluane First Nation pursuant to these provisions where Kluane First Nation has sold or assigned that licence or permit.
- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent Kluane First Nation or a Kluane First Nation Firm from acquiring additional licences or permits through the normal regulatory process.
- 4.13 The rights of first refusal referred to in 1.1, 2.1 and 3.1 shall expire on the 20th anniversary of the Effective Date of this Agreement, unless the parties to this Agreement agree to extend the application of those provisions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.5.4; Chapter 22 Schedule A Part II 4.2, 4.4 (all), 4.6

Responsibility	Activities	Timing
<u>If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of KFN:</u>		
Yukon, KFN	Determine whether KFN and Kluane Firms together have been allocated 25% of the commercial freshwater sports fishing quota in the Traditional Territory of KFN.	After the Effective Date, prior to any new licences or permits being issued
<u>In the first year that Yukon places a limit and prior to the 20th anniversary of the Effective Date of this Agreement, if the 25% allocation has not been met:</u>		
Yukon	Notify KFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to KFN any new licence or permit, following the formula set out in 3.1.1.1 and 3.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
KFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If KFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
<u>In the second and subsequent years that Yukon places a limit and prior to the 20th anniversary of the Effective Date of this Agreement, if the 25% allocation has not been met:</u>		
Yukon	Notify KFN of decision to offer new licences or permits.	If new licences or permits are to be offered

Responsibility	Activities	Timing
Yukon	Offer to KFN any new licence or permit, issued from time to time, until KFN and Kluane Firms together have been issued 25% of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
KFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If KFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

PROJECT: Establishment or amendment of licensing or permitting regimes regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 and 3.0

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 4.1 Government shall Consult with Kluane First Nation when deciding to establish a licensing or permitting regime or when deciding to amend an existing licensing or permitting regime in respect of the industries referred to in 1.0, 2.0 and 3.0 in the Traditional Territory of Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.4 (all)

Responsibility	Activities	Timing
Government	Notify KFN when Government is considering whether to establish or amend a licensing or permitting regime. Provide details to KFN.	Prior to making a decision to establish or amend a licensing or permitting regime
KFN	Prepare and present views on proposed establishment or amendment of a licensing or permitting regime.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	
Government	Make decision whether to establish or amend the licensing or permitting regime.	After Consultation with KFN
Government	Communicate decision to KFN.	Following decision

Planning Assumption

1. Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

PROJECT: Establishment or variance of limits applicable to industries described in Chapter 22 Schedule A, Part II, 1.0, 2.0 and 3.0

RESPONSIBLE PARTY: Government

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 4.2 Government shall Consult with Kluane First Nation when deciding to place a limit or vary an existing limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0 and 3.0 in the Traditional Territory of Kluane First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.3 (all), 4.4 (all)

Responsibility	Activities	Timing
Government	Notify KFN when Government is considering establishing or varying a limit on the number of permits and licences. Provide details to KFN.	Prior to making a decision to impose a limit or to vary existing limits on licences or permits
KFN	Prepare and present views on proposed limit or variance of existing limits.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented.	
Government	Make decision whether to impose limits or vary existing limits.	After Consultation with KFN
Government	Communicate decision to KFN.	Following decision

Planning Assumption

1. Government may consider establishing or varying a limit, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

PROJECT: KFN establishment or amendment to a licensing or permitting regime and placement or variation of a limit upon the number of licences or permits

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

4.4 Kluane First Nation may, in writing, giving reasons, recommend to the Minister:

4.4.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0 and 3.0; and

4.4.2 the placement of or variation of a limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0 and 3.0.

4.5 The Minister shall, within 90 days of receipt of a recommendation from Kluane First Nation pursuant to 4.4, respond in writing to Kluane First Nation, giving reasons for any decision made in respect of that recommendation.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.1, 4.2, 4.3 (all)

Responsibility	Activities	Timing
KFN	Provide written recommendations to the Minister on the establishment or amendment to a licensing or permitting regime, or placement or variation of a limit on the number of licences or permits.	As necessary
Government	Respond in writing to KFN, giving reasons regarding any decision made in respect of the recommendations.	Within 90 days after receipt of written recommendations

Planning Assumption

1. Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

PROJECT: Joint ventures or other arrangements regarding use of a permit or licence for commercial freshwater fishing, commercial wilderness travel or commercial freshwater sports fishing

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Government

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 4.6 Kluane First Nation may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to Kluane First Nation pursuant to 1.0, 2.0 or 3.0.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.9, 4.11

Responsibility	Activities	Timing
KFN	At discretion, enter into joint ventures or other arrangements.	As necessary

Planning Assumption

1. Any requirement for notification to Government by KFN will be addressed in the licence or permit requirements.

PROJECT: Right to acquire outfitting concessions

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 5.1 Kluane First Nation shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of Kluane First Nation after the Effective Date of this Agreement.
 - 5.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to Kluane First Nation of that fact and of the terms and conditions upon which that concession might be acquired.
 - 5.1.2 Kluane First Nation may exercise the first right to acquire referred to in 5.1, at any time during the 90 days following the date upon which it received the notice referred to in 5.1.1, by advising Government in writing of its intention to exercise that right.
 - 5.1.3 If Kluane First Nation fails, within the 90 days following its receipt of the notice referred to in 5.1.1, to advise Government that it wishes to exercise the first right to acquire referred to in 5.1, it shall be deemed to have given notice that it will not be exercising that right.
- 5.2 For the purposes of 5.0, an outfitting concession becomes available only in the following circumstances:
 - 5.2.1 Government decides to grant a concession in respect of an area, the greatest part of which has never been the subject of any outfitting concession;
 - 5.2.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;
 - 5.2.2.1 for greater certainty, the realignment of the existing boundaries of two or more adjacent outfitting areas does not result in a new concession becoming available for the purposes of 5.0;
 - 5.2.3 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because of the concession holder's failure to comply with the Laws of General Application; or

- 5.2.4 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because it was then of the opinion that to do so was necessary for the conservation of wildlife in the area or protection of the public interest.
- 5.3 The first right to acquire referred to in 5.1 shall expire on the 20th anniversary of the Effective Date of this Agreement, unless the parties to this Agreement agree to extend the application of this provision.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule C 4.1; Chapter 2 Schedule D 4.1; 16.5.4

Responsibility	Activities	Timing
Yukon	Provide notice in writing to KFN that an outfitting concession is available and any applicable terms and conditions.	When the first outfitting concession becomes available pursuant to 5.2 after the Effective Date and prior to the 20 th anniversary of the Effective Date of this Agreement, unless the Parties agree to extend the application of 5.1
KFN	Advise Yukon, in writing, of its intention to exercise its first right to acquire the outfitting concession.	Within 90 days of receipt of notice from Yukon
Yukon	Issue outfitting concession to KFN.	Following receipt of written notice from KFN

PROJECT: Permit for big game (Sheep) guiding

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Yukon

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

- 6.4 For the first five years commencing upon the expiration of two years from the Effective Date of this Agreement, Kluane First Nation may, on or before January 31st of each calendar year thereafter, request the Minister to issue a big game guiding permit to a Yukon outfitter identified by Kluane First Nation. The permit shall authorize that outfitter to provide a guide to hunt for one Sheep in the Permit Area by a non-Resident, during the hunting seasons, in that calendar year.
- 6.5 Upon the expiration of the five year period in 6.4, Kluane First Nation may, on or before January 31st of each calendar year, identify a person qualified to be issued a big game guiding permit, and may request the Minister to issue a big game guiding permit authorizing that qualified person to provide a guide to hunt for one Sheep in the Permit Area by a non-Resident, during the hunting seasons, in that calendar year.
- 6.6 Kluane First Nation shall provide written notice to the Yukon on or before January 31st of each year that it wishes to exercise a 6.4 or 6.5 opportunity identifying the name of the permittee to whom it wishes the big game guiding permit be issued.
- 6.7 Subject to 6.8 and any limitations provided in the Wildlife Act, RSY 2002, c. 229, the Minister shall, within 60 days of receipt of a 6.6 notice, issue a big game guiding permit to the permittee identified by Kluane First Nation authorizing that person to provide a guide to hunt for one Sheep in the Permit Area by a non-Resident, during the hunting seasons, in that calendar year.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part II 6.1, 6.2 (all), 6.3, 6.8, 6.9, 6.10, 6.12, 6.13

Responsibility	Activities	Timing
	<u>After the second anniversary of Effective Date:</u>	
KFN	At discretion, provide written notice of request to the Minister to issue a big game (Sheep) guiding permit to an Yukon outfitter identified by KFN, for that calendar year.	On or before January 31 of each year
Minister	Issue the permit, subject to any limitations provided in the <u>Wildlife Act</u> , RSY 2002, c. 229, for that calendar year to the Yukon outfitter identified by KFN.	Within 60 days of receiving the written notice of request

Responsibility**Activities****Timing**

After the seventh anniversary of effective Date, until 30 permits have been issued, or until the forty-second anniversary of Effective Date:

KFN	At discretion, provide written notice of request to the Minister to issue a big game (Sheep) guiding permit to a qualified person identified by KFN, for that calendar year.	On or before January 31 of each year
Minister	Issue the permit, subject to any limitations provided in the <u>Wildlife Act</u> , RSY 2002, c. 229, for that calendar year to the person identified by KFN.	Within 60 days of receiving the written notice of request

PROJECT: Contribution toward conservation of wildlife and wildlife habitat in the Traditional Territory of KFN

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Yukon, DKRRC

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

6.10 Kluane First Nation shall, subject to 6.11, in respect of the issuance of the first five permits in accordance with 6.0, cause 50% of the Price Paid for the Sheep hunting opportunity to be used for purposes of conservation of wildlife and wildlife habitat in the Kluane First Nation Traditional Territory.

6.11 Kluane First Nation shall meet with the Yukon and the Dän Keyi Renewable Resources Council to discuss the expenditures Kluane First Nation proposes to make pursuant to 6.10.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part II 6.4, 6.6, 6.9, 6.12, 6.13

Responsibility	Activities	Timing
KFN	Cause 50% of the Price Paid for the Sheep hunting opportunity to be used for purposes of conservation of wildlife and wildlife habitat in the Traditional Territory of KFN.	As payments for the first five sheep hunts are received
KFN	Meet with Yukon and DKRRC to discuss the expenditures KFN proposes to make pursuant to 6.10.	As required

Planning Assumption:

1. There may be one or more meetings of KFN, Yukon and DKRRC to discuss proposals relating to Chapter 22 Schedule A Part II 6.11.

PROJECT: Mutual assistance in the marketing the non-resident Sheep hunt

RESPONSIBLE PARTY: KFN, Yukon

PARTICIPANT / LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22 Schedule A Part II

6.13 Yukon and Kluane First Nation shall discuss methods to mutually assist in the marketing of the non-Resident Sheep hunt.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1; Chapter 2 Schedule D 4.1; Chapter 22 Schedule A Part II 6.0 (all)

Responsibility	Activities	Timing
KFN or Yukon	Request meeting to discuss marketing the non-Resident Sheep hunt.	As soon as practicable
KFN, Yukon	Meet to discuss methods of marketing the non-Resident Sheep hunt.	As soon as practicable after request

Planning Assumptions

1. There may be one or more meetings of the KFN and Yukon to discuss marketing the non-Resident Sheep hunt.

PROJECT: Calculation of Resource Royalty payments

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN, other YFNs

OBLIGATIONS ADDRESSED:

23.2.1 In the event that Canada transfers to the Yukon the authority to receive or to levy and collect royalties in respect of the production of a Resource, the following arrangements shall apply:

23.2.1.1 the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,

- (a) 50 percent of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation Royalty, in respect of that year, and
- (b) 10 percent of any additional amount by which the Crown Royalty exceeds the Yukon First Nation Royalty in respect of that year.

23.2.2 Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.

23.2.4 The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.

23.2.5 The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.

23.2.6 In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.

CROSS REFERENCED CLAUSES: 23.1.0, 23.2.8, 23.3.1

Responsibility	Activities	Timing
KFN	Provide information to Yukon with respect to the production amount on which a Royalty has been paid on Category A Settlement Land and the reasonable costs of collection of KFN Royalty.	Annually, after devolution of authority to Yukon to receive or to levy and collect Royalties in respect of the production of a Resource
Yukon, KFN, other YFNs	Review proposals for calculations of the amount payable as set out in 23.2.1.1, 23.2.2 and 23.2.4.	Annually
Yukon	Pay amount due to KFN and include information regarding basis for calculation.	Annually, following first activity
Yukon	If there has been an overpayment or under payment to KFN, adjust payment in following year.	Annually

Planning Assumptions

1. "All Yukon Indian People" for the purpose of the calculation required in clause 23.2.2 refers to the total number of Yukon Indian People whose names appear on the official enrollment list published prior to the date the payments are due.
2. Canadian average per capita income for any given year will be that published by Statistics Canada for the year preceding the year in which the Royalty payments are paid.
3. The Parties will work co-operatively to establish a mechanism for calculating the information required pursuant to 23.2.2.

PROJECT: Granting of fee simple interest within KFN Traditional Territory

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

23.2.3 The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.

CROSS REFERENCED CLAUSES: 23.1.0

Responsibility	Activities	Timing
Yukon	Notify KFN of application for fee simple interest in any Resource within the Traditional Territory of KFN. Provide details to KFN.	Upon receipt of application for a fee simple interest in any Resource
KFN	Prepare and present views.	Within reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented.	Before granting the interest
Yukon	Communicate outcome to KFN.	As soon as practicable

PROJECT: Changes to fiscal regime which would affect the Crown Royalty regime

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN, other YFNs

OBLIGATIONS ADDRESSED:

23.2.7 While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.

CROSS REFERENCED CLAUSES: 23.1.0, 23.2.1.1

Responsibility	Activities	Timing
Yukon	Notify YFNs of proposal to make changes to the fiscal regime which would change the Crown Royalty regime. Provide details.	Within a reasonable period of time in advance, when proposing a change
KFN	Prepare and present views.	Within reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented.	Prior to making amendments to fiscal regime
Yukon	Communicate decision to KFN.	Following decision

PROJECT: Change of location of route, road or highway

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: SLC

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

- 3.2.5 Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road or highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Seek consent of SLC if proposing to change route, road, highway or right-of-way for a route, road or highway that serves as a boundary of a Parcel. Provide SLC with details of proposed change.	Prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway or a right-of-way for a route, road or highway
SLC	In accordance with SLC arrangements and procedures, consider request for consent. Notify Government of decision.	Within reasonable period of time

PROJECT: Rehabilitation of Settlement Land used as a haul road

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

- 3.2.6 Government, upon ending its use of a haul road used as part of a Quarrying Right, shall, at the request of Kluane First Nation, rehabilitate Settlement Land used as part of that haul road;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Notify KFN of its intention to end use of a haul road used as part of a Quarrying Right.	After decision made to end use of haul road
KFN	Determine if rehabilitation of Settlement Land used as part of the haul road is appropriate.	Following receipt of notice
KFN	Notify Yukon of decision regarding need for rehabilitation of Settlement Land used as part of the haul road.	Within a reasonable time indicated by Yukon
Yukon	If requested by KFN, rehabilitate Settlement Land that was used as part of the haul road.	Within a reasonable time following the KFN request

PROJECT: Alteration to Settlement Land to which a Specified Access Right applies

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

3.2.7 Government has the right for the purposes of maintaining a road, route or right-of-way to which a Specified Access Right applies, to significantly alter Settlement Land to which that Specified Access Right applies with the consent of Kluane First Nation, or, failing consent, an order of the Surface Rights Board setting out terms and conditions of such significant alteration;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	If, during the maintenance of a road, route or right-of-way to which a Specified Access Right applies, it appears necessary to significantly alter KFN Settlement Land to which a Specified Access Right applies, notify KFN of necessary alterations and provide details.	As necessary
KFN	Review information provided by Yukon relating to the alteration of the KFN Settlement Land in question to which a Specified Access Right applies. Grant or deny consent to alter that KFN Settlement Land.	Within a reasonable period of time following the notification
<u>If consent denied:</u>		
Yukon	At discretion, refer the issue to the Surface Rights Board to set out terms and conditions applicable to such significant alteration.	Within reasonable period of time
Yukon, KFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

PROJECT: Government closure of all or any portion of a Realigned Roadway

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

3.2.9 Government may, following Consultation with Kluane First Nation, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be;

CROSS REFERENCED CLAUSES: Appendix A - Description of Settlement Land 3.2.8

Responsibility	Activities	Timing
Yukon	Develop arrangements and procedures identifying contacts, time lines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	When contemplating the closure of all or any portion of a Realigned Roadway
Yukon	Notify KFN and provide details of proposal to close all or any portion of a Realigned Roadway.	Prior to initiating the process to close all or any portion of a Realigned Roadway
KFN	Prepare and present views.	Within a reasonable time period as set out in the arrangements and procedures
Yukon	Provide full and fair consideration of views presented by KFN. Notify KFN of outcome.	After KFN views presented to Yukon

PROJECT: Application of Airport Zoning Controls

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Canada

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

Definitions

“**Airport Zoning Controls**” means land use regulations enacted pursuant to the Aeronautics Act, R.S.C. 1985, c. A-2 and in the absence of regulations, means such restrictions on the use and development of land as are required to meet the standards set out in a publication of the Air Navigation System Directorate, Department of Transport, Canada, titled "Land Use in the Vicinity of Airports" and bearing departmental reference TP1247, as amended from time to time.

R-1A, R-17B, R-46A, R-47A, C-1FS, C-2B, C-4B, C-6B, C-8B, C-12FS, C-13FS, C-14FS, C-15FS, C-16B, S-76B, S-81B

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
KFN	Adhere to provisions of Airport Zoning Controls as amended from time to time.	As required
Canada	Provide KFN with updates of Airport Zoning Controls.	As amended from time to time

PROJECT: Use of Settlement Land Parcels S-49B, S-73A and S-83A, and Consultation with Parks Canada Agency regarding proposed development on Settlement Land Parcels S-49B1 and S-83A1

RESPONSIBLE PARTY: KFN, Canada (Parks Canada Agency)

PARTICIPANT / LIAISON: Yukon

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

S-49B

subject to the following Special Conditions:

- until the plan of survey of Parcel S-49B1 is confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land, Kluane First Nation shall not make use of Parcel S-49B except for uses that are permitted in:
 - 1) the Kluane National Park Reserve of Canada, if the Tachal Region is part of the Kluane National Park Reserve of Canada at the time of the use; or
 - 2) Kluane National Park, if the Tachal Region is part of Kluane National Park at the time of the use;
- the following restrictions shall apply to any development within Parcel S-49B1:
 - 1) Kluane First Nation shall take into account the management plan applicable in the Tachal Region when considering authorizing any development;
 - 2) development shall be compatible with the uses which may be made of the Tachal Region;
 - 3) Kluane First Nation shall Consult with the Parks Canada Agency respecting any proposed development;
 - 4) any dispute respecting the application of this Special Condition may be referred by any party to this Agreement to the dispute resolution process under 26.3.0;

S-73A

subject to the following Special Condition:

- until the plans of survey of the Site Specific Parcels are confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land, Kluane First Nation shall not make use of Parcel S-73A except for uses that are permitted in:
 - 1) the Kluane National Park Reserve of Canada, if the Tachal Region is part of the Kluane National Park Reserve of Canada at the time of the use; or
 - 2) Kluane National Park, if the Tachal Region is part of Kluane National Park at the time of the use;

S-83A

subject to the following Special Conditions:

- until the plan of survey of Parcel S-83A1 is confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land, Kluane First Nation shall not make use of Parcel S-83A except for uses that are permitted in:
 - 1) the Kluane National Park Reserve of Canada, if the Tachal Region is part of the Kluane National Park Reserve of Canada at the time of the use; or
 - 2) Kluane National Park, if the Tachal Region is part of Kluane National Park at the time of the use;
- the following restrictions shall apply to any development within Parcel S-83A1:
 - 1) Kluane First Nation shall take into account the management plan applicable in the Tachal Region when considering authorizing any development;
 - 2) development shall be compatible with the uses which may be made of the Tachal Region;
 - 3) Kluane First Nation shall Consult with the Parks Canada Agency respecting any proposed development;
 - 4) any dispute respecting the application of this Special Condition may be referred by any party to this Agreement to the dispute resolution process under 26.3.0;

CROSS REFERENCED CLAUSES: 26.3.0

Responsibility	Activities	Timing
<u>Until the plan of survey of Parcels S-49B1, S-73A and S-83A1 are confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land:</u>		
KFN	Do not make use of Parcel S-49B,S-73A or S-83A except for uses that are permitted in the Kluane National Park or Park Reserve.	As required
<u>With respect to S-49B1 and S-83A1:</u>		
KFN	When considering authorizing any development within S-49B1 and S-83A1, take into account the management plan applicable in the Tachal Region.	As required
KFN	Notify Parks Canada Agency of any proposed development within Parcels S-49B1 or S-83A1.	Within reasonable period of time prior to development.
Canada (Parks Canada Agency)	Prepare and present views to KFN.	Within reasonable period of time indicated by KFN
KFN	Provide full and fair consideration of views presented by Parks Canada Agency. Notify Parks Canada Agency of outcome.	Within a reasonable period of time
Any party to the Agreement	Notify the other parties of its intent to refer the matter to dispute resolution under 26.3.0. Proceed to dispute resolution under 26.3.0.	At discretion

PROJECT: Application of Chapter 10 Schedule B to Settlement Land
Parcels R-7B and R-8B

RESPONSIBLE PARTY: KFN

PARTICIPANT / LIAISON: Yukon

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-7B, R-8B

subject to the following Special Condition:

- the Parcel shall be subject to 12.5 and 12.7 of Schedule B - Asi Keyi Natural Environmental Park attached to Chapter 10 of this Agreement,

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 1.1.2 to 1.1.5, 12.5, 12.7; 26.4.0

Responsibility	Activities	Timing
KFN	Manage KFN Settlement Land Parcels R-7B and R-8B in the Park in a manner consistent with the objectives set out in Chapter 10 Schedule B 1.1.2 to 1.1.5.	Prior to and after approval of the management plan
KFN	When authorizing land use activities on KFN Settlement Land Parcels R-7B and R-8B, ensure they are compatible with land use activities which are permitted on land within the Park.	After approval of the management plan

PROJECT: Closure of portions of the right-of-way for the Old Alaska Highway

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-17B

subject to the following Special Conditions:

- the Yukon shall close those portions of the Old Alaska Highway Right-of-Way shown on Plan 40910 CLSR, 19526 LTO, lying within Parcel R-17B,

R-20B

subject to the following Special Conditions:

- the Yukon shall close that portion of the right-of-way for the Old Alaska Highway lying within Parcel R-20B,

R-47A

subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Old Alaska Highway lying within Parcel R-47A,

R-49B

subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Old Alaska Highway lying within Parcel R-49B,

S-39B

subject to the following Special Conditions:

- the Yukon shall close that portion of the right-of-way for the Old Alaska Highway lying within Parcel S-39B1,

S-43B

subject to the following Special Conditions:

- the Yukon shall close that portion of the right-of-way for the Old Alaska Highway shown approximately by a double solid line designated as Old Alaska Highway on Map Sheet 115 G/12 lying within Parcel S-43B1,

S-44B

subject to the following Special Conditions:

- the Yukon shall close that portion of the right-of-way for the Old Alaska Highway lying within Parcel S-44B1,

S-63B

subject to the following Special Conditions:

- the Yukon shall close that portion of the right-of-way for the Old Alaska Highway lying within Parcel S-63B1,

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Close those portions of the right-of-way for the Old Alaska Highway lying within Parcels R-17B, R-20B, R-47A, R-49B, S-39B, S-43B, S-44B, S-63B.	As soon as practicable
Yukon	Notify KFN of closure of the portions of the right-of-way for the Old Alaska Highway.	After the portions of the right-of-way for the Old Alaska Highway have been closed

PROJECT: Reduction in width of portions of right-of-way for the Old Alaska Highway

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

S-43B

subject to the following Special Conditions:

- the Yukon shall reduce to 30 metres in width that portion of the right-of-way for the Old Alaska Highway shown approximately by a double solid line designated as Old Alaska Highway on Map Sheet 115 G/12 which forms the boundary of Parcel S-43B with the land shown cross-hatched as Sketch 1 on Map Sheet 115 G/12,

S-64B

subject to the following Special Conditions:

- the Yukon shall reduce the right-of-way for the Old Alaska Highway bounding Parcel S-64B1 to 30 metres and shall have no responsibility to maintain the road,

S-65B

subject to the following Special Conditions:

- the Yukon shall reduce the right-of-way for the Old Alaska Highway bounding Parcel S-65B1 to 30 metres and shall have no responsibility to maintain the road,

S-66B

subject to the following Special Conditions:

- the Yukon shall reduce the right-of-way for the Old Alaska Highway bounding Parcel S-66B1 to 30 metres and shall have no responsibility to maintain the road;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Reduce those portions of the right-of-way for the Old Alaska Highway lying within Parcel S-43B, S-64B1, S-65B1 and S-66B1.	As soon as practicable
Yukon	Notify KFN of reduction of the portions of the right-of-way for the Old Alaska Highway.	After the portions of the right-of-way for the Old Alaska Highway have been reduced

PROJECT: Construction, maintenance, repair or upgrade of the Burwash Creek Road, the Cultus Bay Road, the Tatamagouche Creek Road and other Access Roads

RESPONSIBLE PARTY: Yukon, registered owners of Lot titles, holders of Agreements for Sale, Lease holders

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

Burwash Creek Road –

R-1A

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 30 metre right-of-way for the road known as Burwash Creek Road and shown approximately by a solid line designated as Burwash Creek Road on Map Sheet 115 G/6;
- Government shall have the right to construct and upgrade, on the 30 metre right-of-way, the road known as Burwash Creek Road and shown approximately by a solid line designated as Burwash Creek Road on Map Sheet 115 G/6;

R-49B

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 30 metre right-of-way for the road known as Burwash Creek Road and shown approximately by a dashed line designated as Burwash Creek Road on Map Sheet 115 G/6;
- Government shall have the right to construct and upgrade, on the 30 metre right-of-way, the road known as Burwash Creek Road and shown approximately by a dashed line designated as Burwash Creek Road on Map Sheet 115 G/6;

Cultus Bay Road –

R-3A

subject to the following Special Conditions:

- subject to 11.10.1 and 11.10.2 of this Agreement, Government shall have the right to construct and upgrade, on the 60 metre right-of-way, the road known as Cultus Bay Road and shown approximately by a solid line designated as Cultus Bay Road on Map Sheets 115 G/1 and 115 G/2;
- subject to 11.10.1 and 11.10.2 of this Agreement, a Specified Access Right shall apply on the 60 metre right-of-way for the road known as Cultus Bay Road and shown approximately by a solid line designated as Cultus Bay Road on Map Sheets 115 G/1 and 115 G/2;

R-18B

subject to the following Special Conditions:

- subject to 11.10.1 and 11.10.2 of this Agreement, Government shall have the right to construct and upgrade, on the 60 metre right-of-way, the road known as Cultus Bay Road and shown approximately by a solid line designated as Cultus Bay Road on Map Sheet 115 G/7;
- subject to 11.10.1 and 11.10.2 of this Agreement, a Specified Access Right shall apply on the 60 metre right-of-way for the road known as Cultus Bay Road and shown approximately by a solid line designated as Cultus Bay Road on Map Sheet 115 G/7,

Tatamagouche Creek Road –

R-1A

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 30 metre right-of-way for the road known as Tatamagouche Creek Road and shown approximately by a dashed line designated as Tatamagouche Creek Road on Map Sheet 115 G/6;
- Government shall have the right to construct and upgrade, on the 30 metre right-of-way, the road known as Tatamagouche Creek Road and shown approximately by a dashed line designated as Tatamagouche Creek Road on Map Sheet 115 G/6;

R-28A

subject to the following Special Conditions:

- Government shall have the right to construct and upgrade, on the 30 metre right-of-way, the road known as Tatamagouche Creek Road and shown approximately by a dashed line designated as Tatamagouche Creek Road on Map Sheet 115 G/6;
- a Specified Access Right shall apply on the 30 metre right-of-way for the road known as Tatamagouche Creek Road and shown approximately by a dashed line designated as Tatamagouche Creek Road on Map Sheet 115 G/6,

R-49B

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 30 metre right-of-way for the road known as Tatamagouche Creek Road and shown approximately by a dashed line designated as Tatamagouche Creek Road on Map Sheet 115 G/6;
- Government shall have the right to construct and upgrade, on the 30 metre right-of-way, the road known as Tatamagouche Creek Road and shown approximately by a dashed line designated as Tatamagouche Creek Road on Map Sheet 115 G/6;

other Access Roads –

R-45A

subject to the following Special Conditions:

- the holder of Agreement for Sale No. 115G07-0000-00014 shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a dashed line designated as Access Road 2 on Map Sheet 115 G/7;

R-46A

subject to the following Special Conditions:

- the registered owner of Lot 1000, Quad 115 G/6, Plan 71655 CLSR, 88-136 LTO, and the holders of Agreement for Sale No. 115G06-0000-00024 and Lease No. 115G06-

0000-00025 shall each have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a dashed line designated as Access Road 1 on Map Sheet 115 G/6;

- the registered owner of Lot 1000, Quad 115 G/6, Plan 71655, 88-136 LTO, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a dashed line designated as Access Road 2 on Map Sheet 115 G/6;
- the holders of Agreement for Sale No. 115G06-0000-00024 and Lease No. 115G06-0000-00025 shall each have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a dashed line designated as Access Road 3 on Map Sheet 115 G/6;

R-47A

subject to the following Special Conditions:

- the registered owner of Lot 1000, Quad 115 G/6, Plan 71655 CLSR, 88-136 LTO, and the holders of Agreement for Sale No. 115G06-0000-00024 and Lease No. 115G06-0000-00025 shall each have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a dashed line designated as Access Road 1 on Map Sheet 115 G/6;

S-77A

subject to the following Special Conditions:

- the holder of Agreement for Sale No. 115G07-0000-00014 shall have a right, on the 15 metre right-of-way, to construct, maintain, repair and upgrade the existing access road shown approximately by a dashed line designated as Access Road 2 on Map Sheet 115 G/7;

C-1FS

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 20 metre right-of-way for the existing access road shown approximately by a double dashed line designated as Access Road on Map Sheet 115 G/6,7 - Detail of Burwash Landing Area;
- Government shall have the right to construct and upgrade, on the 20 metre right-of-way, the existing access road shown approximately by a double dashed line designated as Access Road on Map Sheet 115 G/6,7 - Detail of Burwash Landing Area,

C-2B

subject to the following Special Conditions:

- a Specified Access Right shall apply to the 15 metre right-of-way for the existing access road shown approximately by a dashed line designated as Access Road 2 on Map Sheet 115 G/6, 7 - Detail of Burwash Landing Area;
- Government shall have the right to construct and upgrade, on the 15 metre right-of-way, the existing access road shown approximately by a dashed line designated as Access Road 2 on Map Sheet 115 G/6, 7 - Detail of Burwash Landing Area;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Any of Yukon, registered owners of Lot titles, holders of Agreements for Sale, Lease holders, as appropriate	In the construction, maintenance, repair or upgrade of the roads within Parcels R-1A, R-3A, R-18B, R-28A, R-45A, R-46A, R-47A, R-49B, S-77A, C-1FS and C-2B, respect the prescribed width of the right-of-way for the road.	As required

PROJECT: Outfitting provisions applying under Special Conditions on R-3A, R-5B, R-25B, R-42A and R-48B

RESPONSIBLE PARTY: Yukon

PARTICIPANT / LIAISON: KFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-3A, R-5B

subject to the following Special Condition:

- the following outfitting provisions shall apply:
 - 1) the holder on the Effective Date (the "Existing Holder") of the outfitting concession for any outfitting area in this Parcel (the "Concession") has a right of access to use that portion of the Parcel located within the outfitting area (the "Portion"), for all purposes relating to the outfitting of non-residents for the spring hunting of bear, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner;
 - 2) the right set out in 1) shall expire upon the Existing Holder ceasing, for any reason, to hold the Concession;
 - 3) all subsequent holders of the Concession may, on an annual basis, request a meeting with Kluane First Nation and, upon receipt of such a request, Kluane First Nation shall meet with the holder to discuss whether it will consent to the holder's use of the Portion, for purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner;
 - 4) nothing in this Special Condition shall be construed as imposing upon Kluane First Nation any obligation to ensure that the Existing Holder or subsequent holder of the Concession complies with the Laws of General Application.

R-25B

subject to the following Special Condition:

- the following outfitting provisions shall apply:
 - 1) the holder on the Effective Date (the "Existing Holder") of the outfitting concession for any outfitting area in this Parcel (the "Concession") has a right of access to use that portion of the Parcel located within the outfitting area and lying within a corridor 500 metres wide measured landward from the southerly bank of the Nisling River, for all purposes relating to the outfitting of non-residents for the fall hunting of bear and moose, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner;
 - 2) the right set out in 1) shall expire upon the Existing Holder ceasing, for any reason, to hold the Concession;
 - 3) all subsequent holders of the Concession may, on an annual basis, request a meeting with Kluane First Nation and, upon receipt of such a request, Kluane First Nation shall meet with the holder to discuss whether it will consent to the holder's use of that portion of the Parcel located within the outfitting area, for purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner;

- 4) nothing in this Special Condition shall be construed as imposing upon Kluane First Nation any obligation to ensure that the Existing Holder or subsequent holder of the Concession complies with the Laws of General Application.

R42A, R-48B

subject to the following Special Condition:

- the following outfitting provisions shall apply:
 - 1) the holder on the Effective Date (the "Existing Holder") of the outfitting concession for any outfitting area in this Parcel (the "Concession") has a right of access to use that portion of the Parcel located within the outfitting area and lying within a corridor 500 metres wide measured landward from the easterly bank of the Kluane River (the "Portion"), for all purposes relating to the outfitting of non-residents for the spring and fall hunting of bear, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner;
 - 2) the right set out in 1) is subject to the condition that the holder must conduct the fall hunts so as to avoid use of that part of the Portion used by Kluane First Nation for traditional fall activities and shall expire upon the Existing Holder ceasing, for any reason, to hold the Concession;
 - 3) to reduce conflicts between the right set out in 1) and the traditional fall activities of the Kluane First Nation, the Existing Holder shall, on an annual basis no later than 45 days before the beginning of the fall hunting season, provide the Kluane First Nation with the times and locations of the fall hunting activities which the Existing Holder proposes to conduct on the Portion, and the Kluane First Nation shall, within 15 days thereafter, provide the Existing Holder with the times and locations of the traditional fall activities it proposes to conduct on the Portion;
 - 4) subject to 5), if the Existing Holder fails to comply with the condition set out at 2), the holder shall forfeit the right set out in 1) with respect to that incident of access;
 - 5) if, in conducting fall hunting activities, the Existing Holder uses a part of the Portion used by Kluane First Nation for traditional fall activities but was not informed about those activities in accordance with 3), forfeiture pursuant to 4) shall not occur;
 - 6) all subsequent holders of the Concession may, on an annual basis, request a meeting with Kluane First Nation and, upon receipt of such a request, Kluane First Nation shall meet with the holder to discuss whether it will consent to the holder's use of that portion of the Parcel located within the outfitting area, for purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner;
 - 7) nothing in this Special Condition shall be construed as imposing upon Kluane First Nation any obligation to ensure that the Existing Holder or subsequent holder of the Concession complies with the Laws of General Application.

CROSS REFERENCED CLAUSES: None identified

Responsibility**Activities****Timing**With respect to R-3A, R-5B and R-25B:

Any right of the Existing Holder to access to use that portion of the Parcel located within the Portion, for all purposes relating to the outfitting of non-residents for the spring hunting of bear (or fall hunting of bear and moose on R-25B), if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner, expires upon the Existing Holder ceasing, for any reason, to hold the Concession.

all subsequent holders of the Concession	At discretion, provide written request for a meeting with KFN to discuss whether KFN will consent to the holder's use of the Portion for purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner.	Annually
KFN	Meet with the holder to discuss whether KFN will consent to the holder's use of the Portion.	Upon receipt of such a request from the holder

If consent granted:

subsequent holder	Use the Portion located within the outfitting area for purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner.
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With respect to R-42A and R-48B:

Any right of the Existing Holder to access to use that portion of the Parcel located within the Portion, for all purposes relating to the outfitting of non-residents for the spring and fall hunting of bear, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner, is subject to the condition that the holder must conduct the fall hunts so as to avoid use of that part of the Portion used by KFN for traditional fall activities and expires upon the Existing Holder ceasing, for any reason, to hold the Concession.

Existing Holder	Provide KFN with the times and locations of the fall hunting activities which the Existing Holder proposed to conduct on the Portion.	No later than 45 days from the beginning of the fall hunting season
KFN	Provide the Existing Holder with the times and locations of the traditional fall activities it proposes to conduct on the Portion.	Within 15 days of receipt of the Existing Holder's notice

If the Existing Holder fails to avoid use of that part of the Portion used by KFN for traditional fall activities, and unless the holder was not informed by KFN about those traditional fall activities:

Existing Holder	Forfeit the right of access to use that portion with respect to that incident of access.
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Responsibility	Activities	Timing
all subsequent holders of the Concession	At discretion, provide written request for a meeting with KFN to discuss whether KFN will consent to the holder's use of the Portion for purposes relating to the outfitting of non-residents for the hunting of big game, if permitted by and in accordance with laws which apply to lands under the administration and control of the Commissioner.	Annually
KFN	Meet with the holder to discuss whether KFN will consent to the holder's use of the Portion.	Upon receipt of such a request from the holder

Planning Assumptions:

1. In this activity sheet, “big game”, “fall hunting season” and “non-residents” are interpreted to have the same meaning as found in the Wildlife Act, RSY 2002, c. 229.

ANNEX B -- COMMISSIONS, COUNCILS AND COMMITTEES

Application

This Annex applies as provided herein to the:

Regional Land Use Planning Commission

Settlement Land Committee

Dän Keyi Renewable Resources Council

hereinafter called the "Boards".

This Annex will also apply to the Kluane National Park Management Board, also a "Board".

At such time as amendments to the Champagne and Aisihik First Nations (CAFN) Final Agreement, Chapter 10, Schedule A are made (pursuant to KFNA Chapter 10 Schedule C 6.17), this Annex B and Annex B to the CAFN Final Agreement Implementation Plan will be amended to reflect the description of the Board contemplated in Chapter 10 Schedule C 6.0 of the KFNA.

Contents

This Annex has five parts:

Part 1 - General Provisions

Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 3 - Arrangements for the Provision of Aboriginal Language Services to the Boards

Part 4 - Board Mandates and Activities

Part 5 - Board Budgets and Related Arrangements.

These parts, as they apply, are to be read together. Their provisions reflect the agreement of the Parties with respect to the establishment and operation of the Boards, and the related arrangements and activities which the Parties expect to perform in those connections.

Part 1 - General Provisions

Initial Nominations and Appointments: Dän Keyi Renewable Resources Council

Each party has a right to nominate Dän Keyi Renewable Resources Council (the “DKRRC”) members as provided by the KFNFA in paragraph 2.12.2 (all), 16.6.2 (all), 16.6.4 (all) and 16.6.5 (all).

The process of nomination and appointment will require each party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating party.

To establish the initial complement of DKRRC members, each party should commence its procedures to identify prospective nominees upon ratification of the KFNFA by all Parties. The Minister will request nominations pursuant to KFNFA 2.12.2.2 as soon as practicable after the date of signing by the Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (KFNFA 16.6.5.1, 16.6.5.2), shall be forwarded to the Minister within the time provided by KFNFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the DKRRC to be in place as indicated in Part 4 of this Annex.

To facilitate these procedures, each party should confirm that its proposed nominees are ready to serve on the DKRRC prior to submitting its nominations to the Minister. If a nominee declines an appointment, the Minister and the nominating party should take steps as soon as practicable to ensure that a new nominee is identified and appointed.

Initial Nominations and Appointments: Regional Land Use Planning Commission and Settlement Land Committee

The initial nominations and appointments for the Regional Land Use Planning Commission (the “RLUPC”) and Settlement Land Committee (the “SLC”) will be made as provided in Part 4 of this Annex.

On-Going Process for Nominations and Appointments: Dän Keyi Renewable Resources Council and Regional Land Use Planning Commission

1. Replacement of Board Members

Upon termination of the initial appointments, the Parties should follow the procedures outlined in KFNFA 2.12.2.2 to 2.12.2.4 and above, in respect of the initial appointments, to ensure that repeat or replacement nominations are submitted and appointments take effect in a timely manner. The Parties should use best efforts to avoid vacancies arising on the Boards due to failures in the nominating or appointing process.

If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of KFNFA 2.12.2.11.

2. Removal for Cause

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that authority on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for the removal of a member pursuant to KFNFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating parties and the Minister as soon as those grounds have been adopted by the Board.

3. Resignation of a Member

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board, and that the Board immediately advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable.

Organization of the Board

The DKRRC and RLUPC, within the first 60 days after being established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete the necessary arrangements.

At its initial meeting or as soon as practicable thereafter, each Board should address:

- (a) the selection or nomination of a Chair and/or Vice-Chair, as the KFNFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to KFNFA 2.12.2.7 and 2.12.2.10;
- (c) the Board budget and the completion of related financial arrangements;
- (d) any organizational and policy matters, and arrangements with respect to support services and facilities required for the discharge of its mandate under the KFNFA; and
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

Board Services and Facilities

It is expected that the DKRRC and RLUPC will arrange for the support services and facilities they require. The Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations, and the specific provisions of the KFNFA.

Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 2 applies to the Dän Keyi Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee (the “SLC”).

For the purposes of KFNFA 2.12.2.9, 28.3.5, 28.3.7 and the SLC, Board training should include:

1. training in Board procedures and functions;
2. training directed to improve Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the KFNFA; and
4. cross-cultural orientation and education.

1. Board procedures and functions

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The timing of the different aspects of this training may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefit of the replacement nominees. The Board's previous training activities should be considered by subsequent members when assessing their training needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as it deems necessary.

2. Training related to Board Mandate

Each Board should assess and take the steps necessary, including budget provisions, to address the training needs of its members which will enable them to improve their ability to carry out their responsibilities in the field or fields within the Board's mandate. It is recommended that this occur as soon as practicable in the first year of each Board's term and at least annually thereafter. The specific program or initiatives to be taken in this area should be left to each Board to decide and arrange as it may require.

3. Familiarization with the KFNFA

The Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the KFNFA. The Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in KFNFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the KFNFA and KFNFA Plan. This information program should be carried out in a co-operative, co-ordinated way. It should be completed as soon as is practicable after the Board is established, at a time convenient to the Board and the Parties.

Each party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

4. Cross-Cultural Orientation and Education

On-going cross-cultural awareness and sensitivity is important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will relate to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together to fulfil their mandate.

Part 3 -Aboriginal Language Services

This Part applies to the Dän Keyi Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

Part 4 - Board Mandates and Activities

The following provisions address the mandate, the expected activities, and the relevant specific arrangements, in respect of each of the Boards.

REGIONAL LAND USE PLANNING COMMISSION

Mandate

The Regional Land Use Planning Commission (the "RLUPC") shall develop a regional land use plan and shall recommend it to Government and KFN for approval.

Organizational Structure

Yukon, KFN and any other affected Yukon First Nations may agree to establish the RLUPC at any time after the Effective Date of the KFNFA.

The RLUPC shall have no less than six (6) members. Yukon and KFN shall nominate its members as soon as practicable after agreement to establish the RLUPC. The nominations shall be selected in accordance with KFNFA 11.4.2 (all) and 11.4.3.

Appointments will be made by the Yukon Minister ("the Minister").

The members of the RLUPC may choose a Chair from amongst themselves.

The provisions of 2.12.2 shall apply to the RLUPC.

Operations

The RLUPC shall convene a meeting as soon as practicable after it is established.

The RLUPC shall prepare an annual budget, after Consultation with KFN and any other affected Yukon First Nation, and shall submit that budget to the Yukon Land Use Planning Council (the "Council") (KFNFA 11.9.1). The Council shall review the budget, and, after Consultation with the RLUPC, shall propose the budget to the Minister for the preparation of regional land use plans. The budget approval process will respect the discretion for the allocation of funds available to the RLUPCs pursuant to Part 2 Schedule 1 of the UFA Implementation Plan. Yukon shall pay the approved expenses of the RLUPC to the Council from the amounts described in Part 2 of Schedule 1. The Council shall pay the approved expenses to the RLUPC.

The RLUPC may establish a local office. Within the approved budget, the RLUPC may engage and contract technical or special experts for assistance and may establish a secretariat to assist it in carrying out its functions (KFNFA 11.4.5.1).

Activities

The RLUPC shall prepare and recommend a regional land use plan to Yukon and the affected Yukon First Nations within a time frame established by Yukon and the affected Yukon First Nations (KFNFA 11.4.4). In carrying out its obligations under KFNFA 11.4.4, the RLUPC shall undertake the activities described in KFNFA 11.2.0, 11.4.5.3 to 11.4.5.9, 11.5.1, 11.6.1, 11.6.3, 11.6.5 and Chapter 10 Schedule A 12.2.

The RLUPC may undertake the activities described in KFNFA 11.4.5.1 and 11.4.5.10. The RLUPC may carry out activities associated with KFNFA 11.4.5.10 with a reduced number of members.

SETTLEMENT LAND COMMITTEE

Mandate and Activities

Each Settlement Land Committee (the "SLC") shall be responsible for:

- the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
- determining priorities for the survey of all Settlement Land;
- indicating to the Surveyor General portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of KFN and the public;
- receiving requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People; and
- determining whether it is practicable to give effect to such requests and recommending to Canada or the Yukon, as the case may be, that it take such steps as the SLC considers appropriate.

Guidelines

- Interim use of Site Specific Settlement Land;
- a report of "...requests relating to the use and enjoyment of Proposed Site Specific Settlement Land..." will be kept by the SLC;
- "...the identification and selection of Site Specific Settlement Land out of Proposed Site

Specific Settlement..." will primarily be the responsibility of KFN as the entire Proposed Site Specific Parcel will have been agreed to by all Parties. The other members of the SLC will have only to ensure that the selected area is within the Proposed Site Specific Parcel and that it is adequately defined for survey purposes;

- it is not intended that the SLC act as a substitute for "land use planners". The SLC will only be responsible for making recommendations concerning requests to "occupy" the land but will not be required to approve specific uses in the event that the land is developed; and
- any other activities contained in the KFNFA.

Organizational Structure

The SLC shall be established no later than one month after the signing of the KFNFA. The representatives to the SLC shall be appointed as follows:

Canada Representative

The Department of Indian Affairs and Northern Development will appoint one person to represent the Department when the Settlement Land being dealt with was formerly under federal administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Department.

The position will be filled by the same person for the life of the SLC where possible.

Yukon Representative

Yukon will appoint one person to represent Yukon when the Settlement Land being dealt with was formerly under Yukon administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Yukon.

The position will be filled by the same person for the life of the SLC where possible.

KFN Representatives

KFN will appoint two persons to represent KFN for all land selections negotiated by KFN.

The representatives will be experienced in land issues, including survey requirements.

The positions will be filled by the same persons for the life of the SLC, where possible.

Chair

The Chair for the SLC will be appointed by the Surveyor General for Canada. The Surveyor General may decide not to appoint the same person for all SLCs.

The position of Chair will be filled by the same person for the life of the SLC where possible.

The Chair will be an experienced Canada Lands Surveyor with authority to speak on behalf of the Legal Surveys Division of Natural Resources Canada (“NRCan”).

NRCan will employ, to the extent possible, local personnel to record and document all decisions made at SLC meetings.

Operations

The SLC will operate as follows:

Decision Making

All decisions will be made by consensus, and, in the event that a decision cannot be reached, the problem will be referred to the Dispute Resolution process as described in section 26.3.0 of the KFNFA. The Chair will decide at what point there is an impasse on any particular decision.

Meetings

Meetings will be called by the Chair, and will normally occur two to three times each year. Normally, there will be one meeting in the winter, to establish and review priorities, and one in the spring to review and approve survey reports and plans. Other meetings may occur as needed. Meetings will be held in Burwash Landing unless reasons arise that make it more reasonable to meet elsewhere. Regardless, all members of the SLC will be consulted regarding the proposed location of the meeting. Funding has been provided by Canada to KFN to enable its nominees to participate in the SLC proceedings. Meeting facilities will be provided by KFN when the meetings are held in Burwash Landing.

Chair Responsibilities

- To ensure that the SLC is in place as soon as is practicable following the signing of the KFNFA;
- To hold the first meeting as soon as practicable, as the parties agree;
- To ensure that detailed information regarding land selections which has been prepared by the negotiators is made available for all meetings;
- To ensure that necessary support information is made available by Government and KFN land administrators for all meetings;

- To ensure that records of decisions for all meetings are recorded and distributed to participants;
- To present (at the plan approval stage) the surveyor's report to the SLC. KFN shall indicate the process by which KFN consent will be secured;
- To make every effort to reduce the number of decisions which are forwarded to the Dispute Resolution Board; and
- In collaboration with the SLC members, to alter guidelines and procedures to reflect the needs of the KFN.

Subject to any amendment of the Plan by the Parties, Canada shall pay to KFN **\$40,276 (2002 constant dollars)** as its share of the amount identified for SLCs.

DÄN KEYI RENEWABLE RESOURCES COUNCIL

Mandate

In the Traditional Territory of KFN, the Dän Keyi Renewable Resources Council (the “DKRRC”) shall be established as of the Effective Date, as a primary instrument for local renewable resources management in the Traditional Territory as set out in the KFNFA 16.6.1, 16.6.1.1.

The DKRRC acting in the public interest may make recommendations to the Minister, the KFN, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (KFNFA 16.6.9).

The DKRRC may make recommendations pursuant to KFNFA 16.6.10.

The DKRRC may make recommendations to the Minister and KFN with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within the Traditional Territory, including:

- the coordination of Forest Resources Management throughout the Yukon and in the Traditional Territory of KFN;
- the need for, and the content and timing of, Forest Resources inventories and management plans;
- the policies, programs and Legislation which affect Forest Resources;
- proposals for Forest Resources research;
- forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;

- the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;
- employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;
- measures for the control of forest pests and diseases; and
- other matters relating to the protection and management of Forest Resources - KFNFA 17.4.0 (all).

Organizational Structure

The DKRRC shall be comprised of six members and shall be established as of the Effective Date of the KFNFA (KFNFA 16.6.2).

The Minister of Renewable Resources shall nominate three persons to the DKRRC (KFNFA 16.6.2).

KFN shall nominate three persons to the DKRRC (KFNFA 16.6.2).

The Minister and KFN may each nominate one additional member as an alternate member to the DKRRC (KFNFA 16.6.2.1, 16.6.2.2).

An alternate member of the DKRRC may only receive remuneration and travel expenses in the absence of a member nominated by the party which nominated the alternate (KFNFA 16.6.2.3).

An alternate member of the DKRRC may only vote in the absence of a member nominated by the party which nominated the alternate (KFNFA 16.6.2.3).

DKRRC members shall be resident within the Traditional Territory of KFN and shall have lived in the Traditional Territory for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory (KFNFA 16.6.4, 16.6.4.1, 16.6.4.2).

When nominating individuals for appointment to the DKRRC, the Minister of Renewable Resources and KFN shall make reasonable attempts to reach a consensus as to the respective individuals to be nominated (KFNFA 16.6.4.3, 16.6.4.4 (all), 16.6.4.5).

The Minister of Renewable Resources shall appoint the nominees to the DKRRC (KFNFA 2.12.2.3, 2.12.2.4).

With the consent of the Minister of Renewable Resources and the KFN, the DKRRC may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (KFNFA 16.6.12).

Appointments to the DKRRC shall be for three years, except for the initial appointments. For the initial appointments one KFN nominee and one Minister's nominee shall be appointed for one

year, one KFN nominee and one Minister's nominee shall be appointed for two years, and one KFN nominee and one Minister's nominee shall be appointed for three years (KFNFA 16.6.5.1). All appointments of the alternate members shall be for a three year term (KFNFA 16.6.5.2).

All appointments to the DKRRC shall be during good behaviour (KFNFA 16.6.5).

Operations

The DKRRC shall determine its own procedures for selecting its chairperson from its membership (KFNFA 16.6.3).

The Minister of Renewable Resources shall appoint the chairperson selected by the DKRRC (KFNFA 16.6.3).

In the event that the DKRRC fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the DKRRC after Consultation with the DKRRC (KFNFA 16.6.3.1).

The DKRRC shall make provisions for public involvement in the development of its decisions and its recommendations (KFNFA 16.6.6).

The DKRRC shall prepare an annual budget, subject to review and approval by Government, pursuant to KFNFA 16.6.7. The budget shall be in accordance with Government guidelines (KFNFA 16.6.7 (all)).

Activities

The DKRRC shall undertake activities as may be found in:

- Chapter 10, in particular, 10.3.3, 10.5.5, Chapter 10 Schedule A 9.2, 11.1, 11.2, Schedule C 6.5.10, 7.5;
- Chapter 16, in particular, 16.3.14.1, 16.5.1.4, 16.5.1.10, 16.5.1.12, 16.5.1.15, 16.6.0 (all), 16.7.7.1, 16.7.12.7, 16.7.12.8, 16.7.12.9, 16.7.12.10, 16.7.14, 16.7.15, 16.7.17.12(d), 16.8.0 (all), 16.9.1.11, 16.9.2 (all), 16.9.4, 16.9.8, 16.9.16, 16.11.2 (all), 16.11.3.4, 16.11.9.1, 16.11.10 (all), 16.13.2, 16.13.3;
- Chapter 17, in particular, clauses 17.2.2 and 17.4.0 (all), 17.5.4.1; and
- Chapter 22 Schedule A Part I 1.1.2, Chapter 22 Schedule A Part II 6.11.

Further information concerning activities associated with the DKRRC can be found in KFNFA Plan Annex A for the referenced clauses including but not limited to:

- 10.3.3, 10.3.4, 10.5.5, Chapter 10 Schedule A 9.2, 11.1, 11.2, Schedule C 6.5.10, 7.5;
- 16.6.2.1, 16.6.4.3, 16.6.13, 16.6.15, 16.9.1.3 (a), 16.9.1.5, 16.9.16, 16.11.3.4, 16.11.9.1,

- 16.11.10.5, 16.13.2;
- 17.2.2, 17.5.4.1; and
- Chapter 22 Schedule A Part I 1.1.2, Chapter 22 Schedule A Part II 6.11.

Funding

Pursuant to KFNFA 16.6.8, the first year budget and multi-year financial forecast for the Dän Keyi Renewable Resources Council are as follows:

Year 1 Budget

All amounts expressed in **2002** constant dollars:

Administration	\$28,049
Meetings	\$44,879
Support	<u>\$11,649</u>
	\$84,577

Multi-Year Forecast

All amounts expressed in **2002** constant dollars:

Year 1	Year 2	Year 3
\$84,577	\$84,577	\$84,577

Part 5 - Budget Procedures and Financial Arrangements

1. The recommended first annual budget and a multi-year financial forecast for the Dän Keyi Renewable Resources Council (the “DKRRC”) is attached to the description of the Board in Part 4 of Annex B. Annual budgets prepared by the DKRRC in subsequent years will provide greater detail than that provided in the Year 1 Budget to better reflect the operational requirements of the DKRRC.
2. It is understood that the allocation for the DKRRC set out in this Plan is stated as **2002** constant dollars.
3. If the Minister requests the DKRRC or Regional Land Use Planning Commission to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.

ANNEX C -- INFORMATION STRATEGY

GENERAL REQUIREMENTS

1. KFNFA 28.3.2.4 specifies that an information strategy be included in the KFNFA Plan to enhance community and general public awareness of the KFNFA and implementation plans.
2. The following guidelines apply to this information strategy:
 - (a) To the extent possible, the KFN strategy will be consistent and will utilize information developed as part of the UFA Information Strategy.
 - (b) Information distribution will be coordinated by the Parties. The Parties may agree to focus on specific information areas.
 - (c) Those areas of the agreements which require KFN to maintain public registers, publish reports, etc. are deemed to be covered in the activity sheets in Annex A and are not considered as part of this strategy.
 - (d) It is assumed that the various local boards and committees, described in Annex B, will carry on their own information programs.
 - (e) The Parties will carry out their responsibilities in this information strategy within their existing resources and programs, exploring cost-effective options to communicate information about the KFNFA, and, to the extent practicable, taking advantage of opportunities to coordinate their efforts and avoid duplication.

INTEGRATION WITH UFA STRATEGY

3. The KFN strategy shall concentrate on those areas of the KFNFA not covered in the materials produced under the UFA Information Strategy.
4. To the extent practicable, the Parties intend to utilize the UFA Land Claim Briefing Book and to develop inserts or additions to expand on KFNFA provisions.
5. Where appropriate, KFN may develop material in conjunction with or in addition to the CYI inserts in the central newsletter referenced in the UFA Information Strategy, and/or may use CYI information and KFN information in local publications.

UTILIZATION OF RATIFICATION INFORMATION

6. Whenever possible, information developed as part of the KFN ratification process shall be utilized. This includes publications, audio tapes and videos.

GENERAL DIVISION OF RESPONSIBILITIES UNDER THIS INFORMATION STRATEGY

7. Government will have primary responsibility for informing the general public with regard to the provisions of the KFNFA, KFNSGA and specific areas set out in paragraph 13.
8. KFN and Government will share responsibility for informing the local community of the provisions of the KFNFA, KFNSGA and specific areas set out in paragraph 13.
9. KFN will have primary responsibility for informing KFN citizens of the provisions of the KFNFA, KFNSGA and specific areas set out in paragraph 13.
10. KFN and Government will coordinate information and activities that relate specifically to issues within the Traditional Territory of KFN arising from the KFNFA by sharing advance drafts of communications materials. Government is not expected to share advance drafts of materials that relate to territory-wide issues in the KFNFA.
11. Upon request, and to the extent possible, Government will provide to KFN, publications and other written materials prepared by Government, for distribution by KFN.
12. Government will make best efforts to provide interpreter services to KFN people and language services programs as may be in place from time to time.
13. The following table summarizes areas of the KFNFA and KFNSGA in which it is anticipated that information may be required from time to time. This list is not meant to be exhaustive but to serve as an initial guide in scoping the effort.

POTENTIAL AREAS FOR INFORMATION DISTRIBUTION

<u>Chapter/Clause</u>	<u>Area of Concern</u>	<u>Note/Comment</u>
2.2.0 (all) and KFNSGA 3.0 (all)	Continuation of rights	-
2.9.3.1	Administration of overlap	Note 1
3.10.0 (all)	Continued enrollment	-
5.3.0 (all)	Maps and land descriptions	Note 1
Chapter 6	Access information (terms, trespass)	Note 1
Chapter 10	Special Management Area use and management	Co-ord. with DKRRC
Chapter 13	Heritage sites (location, terms, accidental discovery)	Co-ord. with DKRRC Note 1
Chapter 14	Traditional Use	-
Chapter 15	Identification of Site Specifics	Note 1
Chapter 16	General management	Co-ord. with DKRRC
Chapter 17	Access, use	-
Chapter 18	Specified Substances vs. mineral use	-
Chapter 20	Settlement Corporation information	-
Chapter 21	Land taxation	-
Chapter 22	Economic development and employment opportunities	-
Chapter 24	KFN as legal entity [KFNSGA 9.0 (all)], delegation of power [KFNSGA 12.0 (all)], law and justice applications [KFNSGA 13.0 (all)], tax laws and status [KFNSGA 14.0 (all), 15.0(all)]	-
28.0	Training plan	-

Note 1: Canada will provide to KFN, upon request and to the extent practicable, maps and legal descriptions of Settlement Land described in 5.3.1.

Note 2: Upon request, Canada will provide to Kluane People and KFN, information pursuant to 22.5.5 and 22.5.6.

Note 3: Programs transferred under KFNSGA 17.0 (all) are assumed to carry their own information strategy and are not covered here. Exceptions are current Department of Indian Affairs and Northern Development programs which may require consideration under this plan.

ANNEX D -- ECONOMIC PLANNING

1.0 **Economic Planning**

- 1.1 For the purpose of the KFNFA Plan, KFN and Government agree that economic activity by KFN as a result of economic and employment opportunities arising from the KFNFA will benefit from a cooperative approach towards implementation of the KFNFA.
- 1.2 KFN and Government agree that economic and employment planning are best achieved when the following principles are considered:
 - 1.2.1 effective communication regarding current programs, policies, initiatives and other matters to assist in the accessing of economic opportunities;
 - 1.2.2 development of effective intergovernmental relationships between the Parties;
 - 1.2.3 effective utilization of existing Government programs and other resources to assist in economic planning; and
 - 1.2.4 cooperation between KFN and Government in the monitoring, review, evaluation and modification of their own economic development programs, policies and initiatives.
- 1.3 The following will be helpful to accomplish the planning provisions and objectives of the KFNFA and are consistent with the principles in 1.1 and 1.2:
 - 1.3.1 Early establishment of the relationship between the Parties to ensure understanding and application of the economic and employment provisions of the KFNFA;
 - 1.3.2 Coordination of activities necessary to putting economic and employment planning provisions into effect; and
 - 1.3.3 Review and identification of existing Government programs, services, finances and other resources which can be accessed or modified consistent with Government policy from time to time, to enable planning and implementation of KFNFA Chapter 22.

ANNEX E -- COORDINATION OF KFNFA AND KFNSGA IMPLEMENTATION

GENERAL REQUIREMENTS

1. KFNFA 28.3.2.6 requires the Implementation Plan to specify means for coordination of the implementation of the KFNFA and KFNSGA.
2. KFNSGA 23.1 specifies coordination of the KFNFA and KFNSGA Implementation Plans to the extent practicable.

RESPONSIBILITIES

3. The KFN government and its administrative structure, as established through the KFN constitution adopted under the KFNSGA, shall be recognized as the agency responsible for the implementation, on behalf of the KFN, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the KFNFA and KFNSGA, when dealing with the KFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and KFN shall not be required to deal with such conflicts.

SPECIFIC AREAS OF IMPLEMENTATION COORDINATION

5. All on-going and specified period funding flowing to KFN for implementation shall be transferred to KFN through the self-government financial transfer agreement process described in KFNSGA 16.0 (all).
6. The Dispute Resolution process of KFNFA Chapter 26 shall be used to resolve all KFNSGA disputes as described in KFNSGA 24.0 (all).
7. The KFNFA Plan general review process described in paragraph 6.1 of the KFNFA Plan and in KFNSGA 6.6.3 and 6.6.4 may be carried out simultaneously and in a coordinated fashion. Further, these reviews may be timed in such a way as to provide input to the negotiations to a new KFNSGFTA as specified by KFNSGA 16.3.6 and 16.13.
8. The information strategy carried out pursuant to the KFNFA Plan (Annex C) shall consider the KFNFA, the KFNFA Plan, KFNSGA and the KFNSGA Plan.
9. The training needs for KFN shall be integrated into a single plan which will take into account the training requirements of the KFNFA, the KFNFA Plan, KFNSGA and the KFNSGA Plan.

OTHER POTENTIAL AREAS REQUIRING COORDINATION

10. While cross references between agreements have been provided on appropriate activity sheets, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION

(may include but are not limited to:)

REFERENCED CLAUSE (KFNFA)	(KFNSGA)	AREA OF CONCERN
Definitions	Definitions	Consistent application
2.0	3.0	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	KFNFA amendments published in KFN law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
5.0	25.0	Compatible land use regarding Appendix A Settlement Land and adjacent Non-Settlement Land
5.0	28.0	KFN laws on Part 2, Appendix B Settlement Lands
19.0	16.8	KFNSGFTA calculation regarding compensation
20.0	15.2, 15.3.5	Tax status of settlement corporations
20.6	14.0	Income tax
20.7.1	14.9	Property taxation assistance
21.2.1, 21.2.3	14.1	Property Taxes
21.2.4	14.4	Property Taxes
21.2.5.1	14.8, 14.9, 14.10, 14.11	Property Taxes
21.3	14.10, 14.11	Property Taxes
21.2.4, 21.3, 21.4	26.0	Local Government Services agreements
24.10.1	5.2	Amendment of Self-Government Legislation
KFNFA	8.2.1, 8.3	Inconsistency and conflict

ANNEX F -- ECONOMIC DEVELOPMENT STRATEGIC INVESTMENT FUND

REPORTING REQUIREMENTS

1.0 Audit Requirements

- 1.1 KFN shall cause the Economic Development Strategic Investment Fund (“the Fund”) to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants (Chapter 22 Schedule A Part 1 13.7).
- 1.2 KFN shall present this audit each year to a general assembly held in accordance with the KFN Constitution (Chapter 22 Schedule A Part 1 13.7).
- 1.3 KFN shall provide to Canada’s designated representative appointed pursuant to FAIP 5.1 (“Canada’s designated representative”) a copy of this audit within 180 days of the end of the previous fiscal year (Chapter 22 Schedule A Part 1 13.9).

2.0 Annual Report Requirements

- 2.1 KFN shall prepare an annual report on economic development activities of the Fund in a manner and form as provided in section 4.0 (Chapter 22 Schedule A Part 1 13.8).
- 2.2 KFN shall present this report each year to a general assembly held in accordance with the KFN Constitution (Chapter 22 Schedule A Part 1 13.8).
- 2.3 KFN shall provide to Canada’s designated representative a copy of this report within 180 days of the end of the previous fiscal year (Chapter 22 Schedule A Part 1 13.9).
- 2.4 Canada’s designated representative shall provide KFN with background information, including a copy of the “First Nations National Reporting Guide”, to aid in the completion of this annual report.
- 2.5 The Parties agree to consider amendments to the content of the annual report from time to time in the event that Canada changes the content as it applies to other Economic Development projects.

3.0 Duration of Reporting Requirements

- 3.1 These reporting requirements shall apply to the Fund on an annual basis until the initial amount which was paid into the Fund by Canada is used for the purposes provided for in Chapter 22 Schedule A Part 1 13.4.
- 3.2 A final audit and report shall be prepared by KFN upon termination of the Fund, in the form of the audit and annual report described above. This audit and report shall be presented to the next general assembly held in accordance with the KFN Constitution, and shall also be provided to Canada’s designated representative (Chapter 22 Schedule A Part 1 13.11 and 13.12).
- 3.3 After the receipt of the final audit and reports referred to in 3.2 by Canada’s designated representative, the reporting requirements provided for in this Annex shall cease to apply.

4.0 Content of Annual Report

4.1 The minimum content of the report are as follows:

2003 - 2004 ECONOMIC DEVELOPMENT STRATEGIC INVESTMENT FUND REPORT

A: IDENTIFICATION

Recipient :	Kluane First Nation	(101)
Contact :	_____	(103)
Phone :	(867) ____ - _____	(104)
Position :	_____	(105)
FAX :	(867) ____ - _____	(106)

B: FINANCIAL SUMMARY

REVENUES

Canada	\$ _____	(201)
Investments	\$ _____	(209)
TOTAL Revenues	\$ _____	(210)

EXPENDITURES / INVESTMENTS

Administration/Operations	\$ _____	(211)
Training / Education	\$ _____	(212)
Business Support	\$ _____	(213)
Economic Development related	\$ _____	(215)
Other (specify)	\$ _____	(216)
TOTAL Expenditures	\$ _____	(217)

C: STATISTICAL INFORMATION

2003 - 2004 Actual

TRAINING and EMPLOYMENT RESULTS:

Total Number of people placed in training programs:

Number employed at time of training:	_____	(302)
Number unemployed (not receiving of social assistance) at time of training:	_____	(303)
Number receiving social assistance at time of training:	_____	(304)
Number of people continuing in employment after training:	_____	(305)
Number of unemployed people placed in employment after training:	_____	(306)
Number of social assistance recipients placed in employment after training:	_____	(307)
Total number of training days:	_____	(308)
Number of students funded for secondary school equivalency programs	_____	

Number of students funded for post secondary education _____
Other Education _____

BUSINESS SUPPORT RESULTS:

Total Number of businesses assisted during the year (expansions):

Number of existing businesses that received technical support: _____ (310)
Number of existing businesses expanded: _____ (311)
Number of jobs created by business expansions: _____ (312)

Total Number of businesses assisted during the year (new starts):

Number of new businesses that received technical support: _____ (314)
Number of new businesses started: _____ (315)
Number of jobs created by new businesses: _____ (316)

OTHER ECONOMIC DEVELOPMENT RELATED ACTIVITIES:

Number of other related activities that received technical support: _____ (321)
Number of new jobs created by these other related activities: _____ (322)

D: NARRATIVE INFORMATION (related to the 2003-2004 fiscal year)

TRAINING, EDUCATION AND EMPLOYMENT:

Objectives of the "Fund" -

(describe objectives contained in the "Terms of Reference")

Resulting Activities -

(report on activities resulting from strategic investments of the "Fund")

BUSINESS SUPPORT:

Objectives of the "Fund" -

(describe objectives contained in the "Terms of Reference")

Resulting Activities -

(report on activities resulting from strategic investments of the "Fund")

OTHER ECONOMIC DEVELOPMENT RELATED:

Objectives of the "Fund" -

(describe objectives contained in the "Terms of Reference")

Resulting Activities -

(report on activities resulting from strategic investments of the "Fund")

CERTIFICATION:

The information provided here is confirmed by:

Name: _____

Position: _____

Signature: _____

Date: _____

ANNEX G – COMMUNICATION AMONG PARTIES

1. Except as expressly provided otherwise, where any party to this Agreement is required by this Agreement to make a communication to another party to this Agreement, the communication shall be delivered personally or by courier; transmitted by fax; mailed by prepaid registered or certified post in Canada; or delivered by any other means agreed to by the parties to the communication.
2. The communication will be considered to have been made and received:
 - a) if delivered personally or by courier, on the next business day after the day on which it was received by the addressee or a responsible representative of the addressee;
 - b) if transmitted by fax and the sender receives confirmation of the transmission, on the business day next following the day on which it was transmitted;
 - c) if mailed by prepaid registered or certified post in Canada, on the business day next following the day on which the post office certifies that the mail was delivered; or
 - d) if delivered by any other means agreed to by the parties to the communication, on the business day next following the day on which the agreed to means of delivery verifies the receipt.
3. A personally delivered, faxed or mailed communication shall be made to the address or fax number that may be communicated from time to time by a party to this Agreement. If no other person, address or fax number has been communicated for delivery of a particular communication, such communication will be made to the address or to the fax number of the intended recipient as provided below:
 - a) For Canada:

Attention: **Deputy Minister**
 Indian Affairs and Northern Development
 10 Wellington Street
 Gatineau, Quebec K1A 0H4

Fax number: **(819) 953-2251**

b) For Yukon:

Attention: **Deputy Minister**
Executive Council Office
Box 2703
Whitehorse, Yukon Y1A 2C6

Fax number: **(867) 393-6214**

c) For Kluane First Nation:

Attention: **Chief, Kluane First Nation**
Box 20
Burwash Landing, Yukon Y0B 1V0

Fax number: **(867) 841-5900**

4. In this Annex, “communication” includes a notice, document, request, approval, authorization, or consent.

Canada