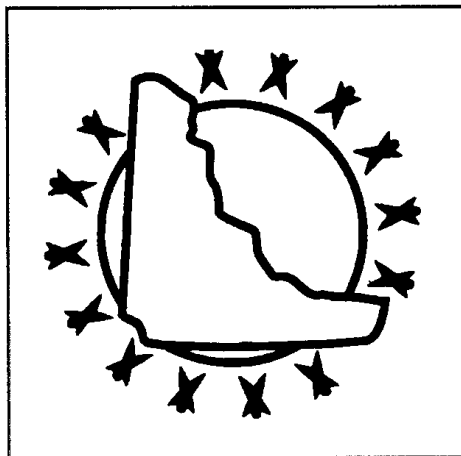


UMBRELLA FINAL
AGREEMENT
IMPLEMENTATION
PLAN



COUNCIL FOR YUKON
INDIANS



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

Canada

UMBRELLA

FINAL

AGREEMENT

IMPLEMENTATION

PLAN

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Hon. Pauline Browes,
Minister of Indian Affairs and
Northern Development,
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UMBRELLA FINAL AGREEMENT

IMPLEMENTATION PLAN

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UMBRELLA FINAL AGREEMENT

IMPLEMENTATION PLAN

AMONG:

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

AND:

The Council for Yukon Indians, acting on its own behalf and on behalf of the Yukon First Nations, as represented by its Chair (hereinafter referred to as "CYI");

AND:

The Government of the Yukon, as represented by the Government Leader (hereinafter referred to as "Yukon");
hereinafter referred to as the "Parties".

WHEREAS:

The Parties signed the document entitled the Umbrella Final Agreement on the 29th day of May, 1993 (such document being hereinafter referred to as the "UFA");

The UFA provides that each Yukon First Nation Final Agreement (hereinafter referred to as a "YFNFA"), as such term is defined in the UFA, is to incorporate the provisions of the UFA;

As at the date hereof, YFNFAs with the following Yukon First Nations have been signed by each of Canada, the Yukon and the following Yukon First Nations:

First Nation of Nacho Nyak Dun,
Champagne and Aishihik First Nations,
Vuntut Gwitchin First Nation, and
Teslin Tlingit Council;

Chapter 28 of the UFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the UFA;

The representatives of the Parties have developed this Implementation Plan (hereinafter referred to as the "Plan"), which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the UFA;

NOW THEREFORE, the Parties agree as follows:

Interpretation of the Plan

1. No provision of the Plan shall be considered an amendment to or modification of or derogation from the provisions of the UFA or any Settlement Agreement.
2. Where there is any inconsistency or conflict between the provisions of the Plan and the provisions of the UFA or a Settlement Agreement, the provisions of the UFA or the Settlement Agreement, as the case may be, shall prevail to the extent of the conflict or inconsistency.
3. Unless the context otherwise requires, capitalized words and phrases in the Plan shall have the meanings assigned in the UFA.

4. The Plan shall be interpreted so as to promote the implementation of the provisions of the UFA and to avoid conflict or inconsistency with the provisions of the UFA.

Legal Status of the Plan

5. The Plan shall be attached to but shall not form part of the UFA.
6. The provisions of the Plan contained in paragraphs 9, 10, 11, 14, 19 and 20, and Schedules 1 and 2, constitute a contract between the Parties. Pursuant to 28.4.8 of the UFA, the Parties expressly intend that the provisions of the remaining portions of the Plan and the provisions of the Plan contained in Annexes A, B, C, D, E, F, G and H do not constitute a contract between the Parties.
7. Subject to paragraph 6, the provisions of the Plan which are expressly non-contractual represent the agreement of the Parties regarding the manner in which the provisions of the UFA will be implemented, and are not intended to create legal obligations.

Contents of the Plan

8. The Plan consists of the provisions contained herein, and the documents set out below.
 - 8.1 Annex A: "Activity Plans" describing specific activities, projects and measures for implementation of the Umbrella Final Agreement;
 - 8.2 Annex B: Arrangements in respect of the:
 - Enrollment Commission;
 - Surface Rights Board;
 - Yukon Land Use Planning Council;

Yukon Heritage Resources Board;
Yukon Geographical Place Names Board;
Yukon Water Board;
Fish and Wildlife Management Board and its
Salmon Sub-Committee; and
Dispute Resolution Board;

- 8.3 Annex C: An information strategy;
- 8.4 Annex D: A process to identify Government programs which should be modified to assist in the implementation of the Settlement Agreements;
- 8.5 Annex E: Arrangements in respect of the Training Policy Committee and the work plan required pursuant to 28.7.4.3 of the UFA;
- 8.6 Annex F: Arrangements for the following studies:
 - Part 1 - Yukon River Drainage Basin Salmon Harvest Study;
 - Part 2 - Yukon First Nation Financial Institution Viability Study;
- 8.7 Annex G: Arrangements to identify the impact of Settlement Agreements on Government regulatory regimes;
- 8.8 Annex H : Resources and means for Salmon enhancement in Yukon;
- 8.9 Schedule 1: Schedule of the financial payments to be made:
 - Parts 1 and 3: Funding for institutions;
 - Part 2: Funding for projects;
 - Part 4: Funding to CYI;
 - Part 5: Fiscal year adjustment factor;
 - Part 6: Annual adjustment; and

- 8.10 Schedule 2: Schedule of the financial payments to be made:
- Part 1: Funding for specific purposes - Canada;
- Part 2: Funding for specific purposes - Yukon;
- Part 3: Funding to CYI.

Implementation Funding

9. Subject to any amendment of the Plan by the Parties, Canada shall pay the amounts identified in Parts 1 and 2 of Schedule 1 for the periods of time specified therein. The payment of the amounts described in Parts 1 and 2 of Schedule 1, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to each of the institutions described therein, for the applicable period of time, in fulfillment of the obligations contained in the following provisions of the UFA:

Schedule 1. Part 1:

- | | |
|---------------------------------|---------------|
| Surface Rights Board | 2.12.2.8; |
| Yukon Land Use Planning Council | 2.12.2.8; |
| Dispute Resolution Board | 2.12,2.8; |
| Salmon Sub-Committee | 2.12.2.8; and |

Schedule 1. Part 2:

- | | |
|---|---------------------------|
| Regional Land Use Planning Commissions | 2.12.2.8; |
| Yukon River Drainage Basin Salmon Harvest Study | Schedule A of Chapter 16. |

10. Subject to any amendment of the Plan by the Parties, the payment by Canada to the Yukon of the amounts described in Part 3 of Schedule 1, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to each of the institutions described therein, for the applicable period of time, in fulfillment of the obligations contained in the following provisions of the UFA:

Schedule 1. Part 3

Fish and Wildlife Management Board	2.12.2.8;
Yukon Heritage Resources Board	2.12.2.8.
Yukon Geographical Place Names Board	2.12.2.8; and

11. Subsequent to the approval of an annual budget as set out in 3.8.0 of the UFA, Canada shall pay the amount of \$79,500 per annum (1992 constant dollars) to the Enrollment Commission for its operations, for a period, except with respect to matters pending before the Enrollment Commission, of two years after the Effective Date of the last YFNFA to be ratified by a Yukon First Nation or ten years after the effective date of Settlement Legislation, whichever comes first. Subject to any amendment of the Plan by the Parties, the payment by Canada of the amount set out above, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to the Enrollment Commission, for the applicable period of time, in fulfillment of the obligation contained in UFA 3.8.1.

12. In addition to the funding to be provided pursuant to paragraphs 9 and 11, Canada shall, in accordance with budgets approved in the manner described in paragraph 13, provide funding for the costs of mediation and the adjudicative and regulatory hearings and processes that the following institutions are required, by the provisions of the UFA and, in the case of the Surface Rights Board and the Yukon Water Board, by the legislation establishing those institutions, to conduct:

Enrollment Commission;
Surface Rights Board;
Yukon Water Board; and
Dispute Resolution Board and Panels.

13. For the purpose of obtaining funding under paragraph 12, the institutions named therein shall be required to submit budgets for hearings and processes to the Minister, or the Minister's delegate, and the budgets are subject to the approval of the Minister or the Minister's delegate.
14. Subject to any amendment of the Plan by the Parties, Canada shall pay the amounts identified in Part 4 of Schedule 1 and Part 3 of Schedule 2 to CYI for the periods of time specified therein. The payment of the amounts described in Part 4 of Schedule 1, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to CYI, for the applicable period of time, for the implementation of the Plan. The payment of the amounts described in Part 3 of Schedule 2, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to CYI for the implementation of the Plan.
15. Subject to any amendment of the Plan by the Parties, the Yukon shall pay the amounts identified in Part 3 of Schedule 1 for the periods of time specified therein.
16. Notwithstanding the provisions of paragraphs 9, 10 and 15, Government may enter into agreements with the institutions referred to in Parts 1, 2 and 3 of Schedule 1 to provide funding for any projects, activities and responsibilities to be undertaken by those institutions, in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to UFA 2.12.2.8.

17. Government shall, following consultation with CYI, establish funding arrangements with each of the institutions set out in Parts 1 and 3 of Schedule 1. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
18. Each institution set out in Parts 1 and 3 of Schedule 1 shall be provided the degree of flexibility within its funding arrangements to allocate, re-allocate and manage funds within its approved budget in a manner similar to that generally accorded to comparable agencies of government.
19. Recognizing that the first year for which implementation funding is provided will be unlikely to coincide with the fiscal years of Government and that the recipients of the annual amounts identified in Parts 1, 3 and 4 of Schedule 1 will be required to budget on a fiscal year basis, the amounts identified in those Parts of Schedule 1 will be allocated at the time of Settlement Legislation to fiscal years in the manner described in Part 5 of Schedule 1. Upon verification of the calculations by the representatives of the Parties appointed pursuant to paragraph 23, the fiscal year allocations will be deemed to replace the amounts identified in Parts 1, 3 and 4 of Schedule 1.
20. The payments described in paragraph 11 and Schedule 1, including any amendments there to, will be subject to annual adjustments in the manner described in Part 6 of Schedule 1. The funding for the Implementation Fund, Implementation Planning Fund and Training Trust specified in Parts 1 and 2 of Schedule 2 and the funding specified in Part 3 of Schedule 2 will be subject to annual adjustments in the manner described in Part 6 of Schedule 1.
21. CYI shall provide an amount of up to the annual amount set out in Part 4 of Schedule 1 to the Training Policy Committee for the operations set out in 28.7.4 of the UFA.

22. CYI shall prepare and implement an information strategy pursuant to 28.3.2.4 of the UFA.

Implementation Plan Monitoring

23. Within 30 days after the coming into force of Settlement Legislation, each of the Parties shall identify a representative to act on its behalf, who shall use best efforts to resolve any issue which may arise in relation to the implementation of the Plan.

Implementation Plan Review

24. Unless the Parties otherwise agree, the Parties shall complete a review of the Plan to determine the adequacy of the provisions of the Plan and of the implementation funding provided under the Plan,

24.1 in the fifth fiscal year following the effective date of Settlement Legislation ;

24.2 in the ninth fiscal year following the effective date of Settlement Legislation;

and

24.3 thereafter, as the Parties may agree.

25. The Parties shall make best efforts to complete a review pursuant to paragraph 24 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

Amendment

26. The Parties, by agreement, may amend the Plan at any time, and any amendment to the Plan shall be made in writing by the Parties.


27. The Parties shall consider whether to amend the Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to paragraph 24 of the Plan. Financial resources provided pursuant to the amendment of the Plan shall be provided in the manner described in the amended Plan.

Effective Date of the Plan

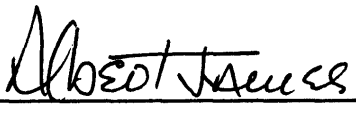
28. This Plan shall take effect as of the coming into force of Settlement Legislation.

IN WITNESS WHEREOF we, the duly authorized representatives of the Parties, have affixed our signatures hereunder as of this 29th day of May, 1993.

On behalf of the Council for Yukon Indians:




Judy Gingell
Chair
Council for Yukon Indians

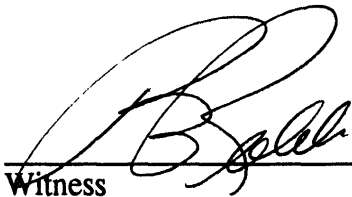


Witness

On behalf of Canada:

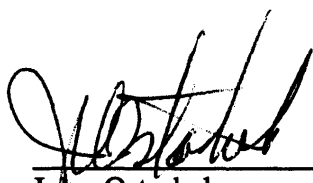


The Honourable Tom Siddon
Minister of Indian Affairs
and Northern Development

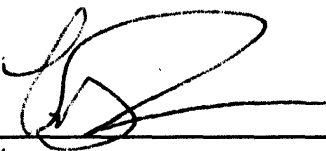


Witness

On behalf of the Yukon:



John Ostashek
Government Leader



Witness

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Acronyms

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

BNA	-	Basic Needs Allocation
CYI	-	Council for Yukon Indians
DAP	-	Development Assessment Process
DFO	-	Department of Fisheries and Oceans
FWMB	-	Fish and Wildlife Management Board
RRC	-	Renewable Resources Council
SSC	-	Salmon Sub-Committee
TAC	-	Total Allowable Catch
UFA	-	Umbrella Final Agreement
YFN	-	Yukon First Nation
YFNFA	-	Yukon First Nation Final Agreement

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ANNEX A

SPECIFIC ACTIVITIES, PROJECTS AND MEASURES

This Annex refers to the implementation of selected provisions of the Umbrella Final Agreement.

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 Umbrella Final Agreement to be addressed prior to the effective date of Settlement Legislation or in the negotiation or ratification of a Yukon First Nation Final Agreement.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT:	Amendment of the Umbrella Final Agreement
RESPONSIBLE PARTY:	Canada, Yukon, CYI
PARTICIPANT/LIAISON:	YFNs
OBLIGATIONS ADDRESSED:	<p>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.</p> <p>Consent to any amendment pursuant to 2.3.1 may only be given on the part of:</p> <p>Canada, by the Governor in Council;</p> <p>The Yukon, by the Commissioner in Executive Council; and</p> <p>Yukon First Nations by the following process,</p> <ul style="list-style-type: none">(a) The Council for the 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 which have Yukon First Nation Agreement 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). <p>Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon</p>

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

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

REFERENCED CLAUSES : 2.3.1, 2.3.2, 2.3.6, 2.8.3;
Cross reference 16.4.4.1 24.12.3

Responsibility	Activities	Timing
Any Party	Identify need to amend the UFA and forward proposal for amendment to the other Parties.	As needed
Other Parties	Review and respond to the proposal.	As soon as practicable after receipt of proposal
Parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
Parties	Negotiate the terms of the amendment, to be submitted for consent and identify the requirements to give effect to the amendment, if approved.	As the Parties may agree, within reasonable time
Parties	Initiate process to determine approval of amendment.	As soon as practicable after completion of negotiations

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

CYI	Consult with all Yukon First Nations, provide results of consultation to all Yukon First Nations, make determination for purposes of UFA 2.3.2.3 (b).	Within reasonable time, as Yukon First Nations may required
CYI	Consider resolution for purposes of UFA 2.3.2.3 (c).	As soon as practicable after completion of previous activity
CYI	Determine whether to consent to the amendment pursuant to UFA 2.3.1.	After consultation with Yukon First Nations, within reasonable time
CYI	Communicate determination of consent and provide approved resolutions to Canada and Yukon pursuant to UFA 2.3.2.3 (c).	As soon as practicable after determination and approval
Canada, Yukon	Determine approval of amendment.	As soon as practicable upon completion of previous activity
Parties	Take steps required and as agreed to give effect to amendment, including consultation with respect to any required change to Legislation and consequential amendment of the Plan.	As soon as practicable, if all Parties consent to amendment pursuant to UFA 2.3.1
Canada, Yukon and YFN's	Publish the amendment as required by UFA 2.3.6.	As soon as practicable after all Parties consent to amendment

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Planning Assumptions

1. This Activity Plan describes procedures for the Parties with respect to the negotiation of, and consent to, UFA amendments. The third activity indicates that the Parties may wish to organize their approach further and establish specific arrangements to deal with a particular amendment proposal. This opportunity should enable the Parties to address the consequences of an affirmative response to a proposal for amendment.
2. The consultation process in which CYI will engage under UFA 2.3.2.3. should enable each Yukon First Nation to make an informed decision about whether an amendment should be approved. Procedures are expected to include:
 - S receipt, notice and provision of details of proposed amendments as part of the second activity;
 - S information exchange and consultation during amendment negotiations;
 - S one or more opportunities for Yukon First Nations to meet together to review and discuss the amendment, after amendment negotiations are concluded;
 - S provision by CYI to each Yukon First Nation of the results of its consultations pursuant to UFA 2.3.2.3 (a);
 - S solicitation of the opinion of each Yukon First Nation for the purposes of UFA 2.3.2.3 (b) and provision by CYI to each Yukon First Nation of the results of its determination for the purposes of UFA 2.3.2.3 (ñ); and
 - S determination in accordance with CYI constitutional requirements as to whether CYI should consent to an amendment.

In appropriate cases, a CYI General Assembly or Special General Assembly may be required to enable effective consultation and determinations to occur under UFA 2.3.1 and 2.3.2.
3. The activities and assumptions described above are expected also to apply in respect of amendments pursuant to UFA 16.4.4.1 and 24.12.3, with such modifications as those provisions require.

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4. During the period in which the Yukon First Nations which have final agreements in effect make up less than 50% of all Yukon Indian People, it is expected, for implementation purposes, that all Yukon First Nations will be consulted and have the opportunity to express their opinion.
5. The Parties may wish to seek appropriate amendments to Legislation to reflect amendments of the UFA.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT:	Monitor enrollment and participate in appeals and judicial reviews
RESPONSIBLE PARTY:	Canada, Yukon, CYI YFNs
PARTICIPANT/LIAISON:	
OBLIGATIONS ADDRESSED:	<p>The Enrollment Commission: Shall hear and determine any appeal initiated on its own motion or by an applicant, a Yukon First Nation, the Council for Yukon Indians or Government, arising from any decision of an Enrollment Committee with respect to enrollment and to provide such remedy or remedies as the Enrollment Commission in its absolute discretion deems appropriate;</p> <p>Shall notify the applicant, Government, Council for Yukon Indians, any affected Yukon First Nation and affected Enrollment Committees of additions to or deletions from official enrollment lists as a result of decisions made by the Enrollment Commission pursuant to 3.6.5.8 and 3.6.5.9.</p> <p>Where the Enrollment Commission fails or neglects to make a decision in respect of an appeal pursuant to 3.6.5.9, then that appeal shall be deemed to have been rejected and a right of appeal shall lie to the Supreme Court of the Yukon. The Supreme Court may give direction to the Enrollment Commission and refer the matter back to the Enrollment Commission.</p> <p>All decisions and orders of the Enrollment Commission shall be final and binding and not subject to appeal or judicial review in any court provided, however, that an application for judicial review by an applicant, a Yukon First Nation, the Council for Yukon Indians or Government, shall lie to the Supreme Court of the Yukon upon the grounds that the Enrollment Commission:</p>

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

failed to observe a principle of natural Justice or otherwise acted beyond or refused to exercise its jurisdiction;

erred in law in making its decision or order, whether or not the error appears on the face of the record; or

based its decision or order on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.

Upon the dissolution of the Enrollment Commission, the Dispute Resolution Board, in addition to its powers and duties under Chapter 26 -Dispute Resolution, shall have the following powers and duties:

To notify the applicant, Government, the Council for Yukon Indians and the affected Yukon First Nations of additions to or deletions from official enrollment lists as a result of decisions made by the arbitrator; and

REFERENCED PROVISIONS:

3.6.5.9, 3.6.5.11, 3.6.7, 3.7.1, 3.11.2.6;
Cross reference 3.10.3

Responsibility	Activities	Timing
Canada, Yukon, CYI, YFNs	Receive notice of additions and deletions and modify records accordingly.	When notice provided by Enrollment Commission
Canada, Yukon, CYI, YFNs	At discretion, initiate appeal of Enrollment Committee decision to Enrollment Commission.	As appropriate
Canada, Yukon, CYI, YFNs	At discretion, initiate appeal to Yukon Supreme Court.	As appropriate, where Enrollment Commission makes no appeal decision

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Canada, Yukon,
CYI, YFNs

At discretion, initiate proceedings
for judicial review by Yukon
Supreme Court.

As appropriate, where
Enrollment Commission
makes an appeal decision

Planning Assumptions

1. The first activity is ongoing. The second, third and fourth activities will occur in the circumstances which arise, and assume CYI will evaluate changes to the lists and consider whether a right to appeal or to apply for judicial review, or to participate in such proceedings, ought to be exercised.
2. The third and fourth activities reflect the provisions of UFA 3.6.7 and 3.7.1, respectively.
3. A party which has a right of appeal or a right to initiate proceedings for judicial review and which does not initiate an appeal or proceedings may choose to seek standing in that matter. Such activity would fall within the second, third or fourth activity as appropriate.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT:	Development Assessment Process design and Legislation
RESPONSIBLE PARTY:	Canada, Yukon, Council for Yukon Indians
PARTICIPANT/LIAISON:	Yukon First Nations
OBLIGATIONS ADDRESSED:	<p>Government shall implement a development assessment process consistent with this chapter by Legislation.</p> <p>The Parties to the Umbrella Final Agreement shall negotiate guidelines for drafting Development Assessment Legislation and these drafting guidelines shall be consistent with the provisions of this chapter.</p> <p>Failing agreement on guidelines, Government shall Consult with the Council for Yukon Indians and with Yukon First Nations during the drafting of the Development Assessment Legislation.</p> <p>Government shall recommend to Parliament or the Legislative Assembly, as the case may be, the Development Assessment Legislation consistent with this chapter as soon as practicable and in any event no later than two years after the effective date of Settlement Legislation.</p>
REFERENCED CLAUSES:	<p>12.3.1, 12.3.2, 12.3.3, 12.3.4; Cross reference 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.17, 12.18</p>

Responsibility	Activities	Timing
Canada, Yukon, Council for Yukon Indians	Prepare a work plan for negotiation of Development Assessment Process legislation drafting guidelines.	As soon as practicable after the effective date of Settlement Legislation
Canada, Yukon, Council for Yukon Indians	Negotiate detailed design of Development Assessment Process.	

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Canada, Yukon, Council for Yukon Indians	Negotiate guidelines for Development Assessment Process Legislation. If agreement not reached, notify and provide Council for Yukon Indians / Yukon First Nations with information regarding proposed legislation.	Within 2 years of the effective date of Settlement Legislation
Canada, Yukon, Council for Yukon Indians	Prepare and present views to Government.	
Canada, Yukon	Give full and fair consideration to views presented.	
Canada, Yukon	Revise or amend draft legislation taking into account Council for Yukon Indians/Yukon First Nations concerns.	
Canada, Yukon	Recommend legislation to Parliament or Legislative Assembly.	Within 2 years of the effective date of Settlement Legislation

Planning Assumptions

1. Development Assessment Process implementation funding cannot be negotiated until the detailed Development Assessment Process negotiations are complete.
2. CYI and Canada officials have agreed to the attached Letter of Understanding dated March 27, 1993 and CYI, Canada and Yukon have agreed to the attached workplan for the purposes of UFA 12.3.1, 12.3.6, and 12.19.1.


LETTER OF UNDERSTANDING

regarding the Development Assessment provisions of the Umbrella Final Agreement


The signatories agree as follows:

1. The Activity Sheets attached form part of the UFA implementation plan and require various amendments to reflect the understandings set out herein.
2. Part 4 of Schedule 1 of the UFA implementation plan will be amended to increase the payment to CYI from \$150,000 to \$350,000.
3. Shortly after April 1, 1993, Canada will enter into a contribution agreement for \$100,000 to assist CYI with its participation in the DAP working group. Canada will discuss with CYI on a timely basis a continuation of the funding beyond fiscal year 1993-1994.
4. Canada will seek Cabinet approval to advance \$150,000 of the total identified in Part 4 of Schedule 1 at the time the UFA is signed. The remainder of the funding in Part 4 of Schedule 1 will be paid after the effective date of Settlement Legislation.
5. CYI will be responsible for and will pay the costs of its participation and any costs of First Nation participation in the DAP working group processes.
6. The amendments to these sheets will be completed as part of the legal and technical review of the UFA implementation plan.

Dated March 27, 1993



M. Whittington
Negotiator
for Canada



V. Mitander
Negotiator
for CYI

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**DEVELOPMENT ASSESSMENT PROCESS
WORKPLAN FRAMEWORK DOCUMENT***

* This document is subject to revisions by the DAP Working Group

NOTE:	“DA”	-	DEVELOPMENT ASSESSMENT
	“DAP”	-	DEVELOPMENT ASSESSMENT PROCESS
	“DAPWG”	-	DAP WORKING GROUP
	“EA”	-	ENVIRONMENTAL ASSESSMENT
	“IFA”	-	INUVALUIT FINAL AGREEMENT
	“PARTIES”	-	CYI/YFNS, YUKON, CANADA
	“SL”	-	SETTLEMENT LEGISLATION
	“YDAB”	-	YUKON DEVELOPMENT ASSESSMENT BOARD

TIME	ACTIVITY	LEAD ROLE
Aug/Sept/Oct 1992	a) Appoint members to DAPWG - DONE	Parties
	b) Prepare activity sheets and workplan for inclusion in SL Implementation Plan - DONE (updated March 1, 1993)	Parties
Nov. 92 - Jan. 93	a) Identify costs for CYI/YFN participation in design of DAP to end; endeavour to secure funds - DONE	CYI, Canada
	b) Undertake scoping of EA Workshops Parties and secure funding - DONE	Parties
March 93	a) Hold first EA Workshop	Parties
	b) Schedule DAPWG Meetings and discuss workplan	DAPWG
April 93/June 93	a) Identify costs for CYI/YFN participation in design of DAP April 93 to March 94; endeavour to secure funds	CYI, Canada

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	b)	Prepare and finalize DAPWG Terms of Reference	Parties
	c)	Table key DAP issues paper	DAPWG
	d)	Commence scoping of principles/ options for Interim Measures and prepare draft Interim Measures report	DAPWG, Parties
	e)	Hold second EA Workshop	Parties
	f)	Commence preparation of detailed plan for DAP	DAPWG
	g)	Address conflict and duplication with IFA	DAPWG, Parties
	h)	Develop consultation strategy including stakeholder involvement	DAPWG, Parties
	i)	Commence consultation with key stakeholders	DAPWG
July/August 1993	a)	Continue work on design of DAP, Implementation Plan and public consultation	DAPWG
	b)	Acquire approvals of Interim Measures agreed to by Parties and implement including necessary funding	Parties
	c)	Further consultation with stakeholders	DAPWG, Parties
Summer/Fall 1993	a)	Finalize design of DAP and commence preparation of costing	DAPWG
	b)	Develop guidelines for drafting DA Legislation	DAPWG, Parties

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Fall/Winter 1993/94	a)	Commence discussions on required amendments to existing Legislation	Parties
	b)	Finalize implementation plan and costing for DAP	DAPWG
	c)	Finalize guidelines for drafting DAP legislation and prepare drafting instructions	Parties
	d)	Develop guidelines for drafting consequential amendments to legislation	DAP WG, Parties
	e)	Implement further requirements re: interim measures including necessary funding	Parties
	f)	Continue consultation with stakeholders and public	DAPWG, Parties
	g)	Develop strategy for preparing DAP regulations	DAPWG, Parties
1994	a)	Acquire Cabinet approval for drafting DA legislation including regulations	Canada, Yukon
	b)	Draft DA legislation/regulations and consequential amendments to legislation	Canada, Yukon
	c)	Introduce DA legislation and consequential amendments to Parliament and Legislative Assembly	Canada, Yukon
1995	a)	Promulgate DA legislation; establish YDAB and implement	Parliament, Yukon Legislature, Parties
	b)	Acquire authority for regulations and implement	Canada, Yukon

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NOTE:

- Assumes SL in 1993
- Workplan to be updated periodically on as required basis.

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PROJECT: Amend other legislation to confirm with Development Assessment Process

RESPONSIBLE PARTY: Canada

PARTICIPANT/LIAISON:

OBLIGATIONS ADDRESSED: Government of Canada shall recommend to Parliament necessary amendments to existing Legislation including, but not limited to, the Yukon Quartz Mining Act. R.S.C. 1985, c. Y-4, Yukon Placer ~~Mining Act. R.S.C. 1985, c. Y-3~~, Territorial Lands Act. R.S.C. 1985 c. T-7 and Northern Inland Waters Act. R.S.C. 1985, c. N-25, to ensure its ~~conformity with the Development Assessment Legislation.~~

REFERENCED CLAUSES: 12.3.5

Responsibility	Activities	Timing
Canada	Identify necessary consequential amendments to existing legislation.	Concurrent with development of Development Assessment Legislation
Canada	Recommend consequential amendments legislation to Parliament.	At the time of introduction of Development Assessment Process Legislation

Planning Assumptions

1. Development Assessment Process implementation funding cannot be negotiated until the detailed Development Assessment Process negotiations are complete.
2. Interim Development Assessment measures will be within existing framework of law and regulatory agencies.
3. It is anticipated that Development Assessment Legislation will be referenced in Canada Environmental Assessment Act regulations.
4. It is anticipated that Yukon will also identify necessary consequential legislative amendments to ensure conformity with DAP legislation.

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PROJECT:	Develop interim Development Assessment measures
RESPONSIBLE PARTY:	Canada, Yukon, Council for Yukon Indians
PARTICIPANT/LIAISON:	
OBLIGATIONS ADDRESSED:	Prior to the enactment of Development Assessment Legislation, the parties to the Umbrella Final Agreement shall make best efforts to develop and incorporate in the implementation plan provided for in 12.19.1, interim measures for accepting a project which shall be consistent with the spirit of this chapter and within the existing framework of law and regulatory agencies.
REFERENCED CLAUSES:	12.3.6; Cross reference 12.19.1

Responsibility	Activities	Timing
Canada, Yukon, Council for Yukon Indians	Make best efforts to develop and incorporate interim Development Assessment measures into implementation plan provided for in UFA 12.19.1.	As soon as practicable, prior to enactment of Development Assessment Legislation

Planning Assumption

1. Development Assessment Process implementation funding cannot be negotiated until the detailed Development Assessment Process negotiations are complete.

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PROJECT:	Negotiate and implement arrangements for transboundary environmental assessments
RESPONSIBLE PARTY:	Canada, Yukon
PARTICIPANT/LIAISON:	Council for Yukon Indians, Tetlit Gwich'in, Government of the Northwest Territories, Inuvialuit, Government of British Columbia, United States (Alaska)
OBLIGATIONS ADDRESSED:	<p>Government shall make best efforts to negotiate with other relevant jurisdictions, in Consultation with affected Yukon First Nations, agreements or cooperative arrangements that provide for development assessments equivalent to the screening and review requirements in the Yukon for enterprises or activities located outside the Yukon that may have significant adverse environmental or socio-economic effects on the Yukon.</p> <p>Prior to the enactment of Settlement Legislation, the parties to the Umbrella Final Agreement shall make best efforts to resolve any conflicts and avoid any duplication in North Yukon between the development assessment process provided pursuant to this chapter and the environmental impact screening and review process provided pursuant to the Inuvialuit Final Agreement.</p>
REFERENCED CLAUSES:	12.16.1, 12.16.3

Responsibility	Activities	Timing
Canada, Yukon, Council for Yukon Indians for affected Yukon First Nations	Make best efforts to resolve any conflict and avoid any duplication between Development Assessment Process and Inuvialuit Final Agreement processes for the North slope Yukon.	Prior to enactment of Settlement Legislation

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada, Yukon, Council for Yukon Indians for affected Yukon First Nations	Make best efforts to negotiate agreements on transboundary environmental assessment with relevant jurisdictions.	After detailed Development Assessment Process design, prior to Development Assessment Process Legislation
Canada, Yukon	Consult with affected Yukon First Nations.	If negotiations occur

Planning Assumption

1. Development Assessment Process implementation funding cannot be negotiated until the detailed Development Assessment Process negotiations are complete.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT:	Negotiate Development Assessment Process implementation plan and funding arrangements
RESPONSIBLE PARTY:	Canada, Yukon, CYI
PARTICIPANT/LIAISON:	Yukon First Nations
OBLIGATIONS ADDRESSED:	<p>Government, in Consultation with the Yukon First Nations, shall prepare a detailed plan;</p> <p>providing for the planning and implementation of the Development Assessment Legislation which addresses the involvement of Yukon First Nations; and</p> <p>providing for the application of the Development Assessment Legislation until Yukon First Nation Final Agreements have been negotiated.</p>
REFERENCED CLAUSES:	<p>12.19.1;</p> <p>Cross reference 12.19.2, 12.19.3, 12.19.4, 12.19.5</p>

Responsibility	Activities	Timing
CYI	May request funding for Yukon First Nations' involvement in preparing implementation plans which is in addition to the funding provided in the Letter of Understanding and the Plan, Schedule 1.	At any time prior to the effective date of Development Assessment Legislation
Canada, Yukon, Yukon First Nations	Prepare implementation plan and negotiate funding for Development Assessment Process implementation.	Prior to Development Assessment Legislation
Parties and Yukon First Nations	Implement the DAP implementation plan.	After DAP legislation

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Planning Assumptions

1. During preparation of the implementation plan, discussion will occur with each Yukon First Nation concerning any necessary arrangements that must be in place between the implementation of Development Assessment Legislation and any remaining Yukon First Nation Final Agreements.
2. For the third activity, the detailed plan of implementation specified in 12.19.1 shall provide for the planning and implementation of Development Assessment Legislation and shall include a negotiated level of resources/funding to be provided by Canada, necessary to enable the Parties and Yukon First Nations to implement the plan.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT:	Consultation prior to final decisions concerning surveys of Settlement Land
RESPONSIBLE PARTY:	Canada
PARTICIPANT/LIAISON:	Yukon, CYI
OBLIGATIONS ADDRESSED:	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.
REFERENCED CLAUSES:	15.2.9; Cross reference 15.2.1

Responsibility	Activities	Timing
Canada	Prepare and deliver to Yukon and CYI in writing a proposed survey program based on survey priorities to determined by Settlement Land Committees or a proposal to vary priorities, and provide any relevant information.	After determinations of priorities by Settlement Land Committees and within reasonable time prior making final decision
Yukon, CYI	Review information and proposal and prepare and communicate views to other Parties.	Within reasonable time established by the Parties to meet technical requirements of the survey process
Canada	Provide full and fair consideration to views expressed.	Prior to making final decision as to survey program or variance of priorities

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Parties	Repeat described activities annually as required to adjust survey program.	Within reasonable time prior to confirming survey program or adjustment
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Planning Assumptions

1. The survey program initially established will be reviewed annually by Canada. If the review indicates a need to vary the program or to vary from the survey priorities determined by Settlement Land Committees, Yukon and CYI will be consulted before a final decision to vary is taken. (See also the provisions of YFNFA Implementation Plans re: UFA 15.2.1.)
2. It is expected that CYI will consult with Yukon First Nations with respect to the proposed survey program or variations to the program or Settlement Land Committee survey priorities prior to communicating its views to Canada and Yukon.
3. It is expected that consultations between Canada, Yukon and CYI will most effectively occur by way of joint meetings and discussions convened to review the proposed program or variations to the program or Committee priorities, and any relevant information. It is expected that affected Yukon First Nations will attend those meetings and discussions as they find appropriate.
4. The survey program to be adopted is expected to reflect a fair balance in meeting the survey priorities of Settlement Land Committees over the period of time to which the program will apply.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT: Agreement re: sale of Non-Edible By-Products

RESPONSIBLE PARTY: Canada, CYI, Yukon

PARTICIPANT/LIAISON:

OBLIGATIONS ADDRESSED: Subject to Laws of General Application, unless otherwise specified in a Yukon First Nation Final Agreement, or as may be agreed to by the parties to the Umbrella Final Agreement, Yukon Indian 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 the Harvesting of Furbearers or incidental to Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon.

REFERENCED CLAUSES: 16.4.5

Responsibility	Activities	Timing
Any Party	Identify need for agreement and forward proposal for agreement to the other Parties.	As required
Other Parties	Review and respond to proposal.	As soon as practicable after receipt of proposal
Parties	At discretion, and as appropriate establish specific requirements for process to conclude agreement.	As soon as practicable if agreement is to be pursued
Parties	If agreement to be pursued, negotiate the terms of the agreement for approval and identify the requirements to give effect to the agreement, if approved.	As the Parties may agree, within reasonable time

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Parties	Initiate process to determine approval.	As soon as practicable after completion of negotiations
CYI	Determine whether to approve the agreement.	After consultation with Yukon First Nations, within reasonable time
Canada, Yukon	Determine whether to approve the agreement.	As soon as practicable after completion of previous activity
Parties	Take steps required and as agreed to give effect to agreement, including consultation with respect to any required change to Legislation and consequential amendment of the Plan.	As soon as practicable after all Parties approve the agreement

Planning Assumptions

1. This Activity Plan describes procedure for the Parties with respect to the negotiation and approval of an agreement pursuant to the referenced provision. The third activity indicates that the Parties may wish to organize their approach further and establish specific arrangements to deal with a particular proposal. This opportunity should enable the Parties to address the consequences of an affirmative response to a proposal for an agreement.
2. CYI will undertake consultations with YFNs to obtain informed opinion as to the content of an agreement and whether an agreement should be approved. Consultation procedures are expected to include:
 - S receipt, notice and provision of details of a proposal for agreement as part of the second activity;
 - S information exchange and consultation during agreement negotiations;
 - S one or more opportunities for Yukon First Nations to meet together to review and discuss the agreement, after agreement negotiations are concluded; and

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S determination as to whether CYI should approve an agreement.

In appropriate cases, a CYI General Assembly or Special General Assembly may be required to enable effective consultation and determinations to occur.

3. The Parties may wish to seek appropriate amendments to Legislation to reflect amendments of the UFA.

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PROJECT: Support to Fish and Wildlife Management Board

RESPONSIBLE PARTY: Yukon, Fish and Wildlife Management Board

PARTICIPANT/LIAISON:

OBLIGATIONS ADDRESSED: The Director of Fish and Wildlife for the Yukon shall serve as an advisor to the Board and shall ensure that technical support is provided to the Board.

REFERENCED CLAUSES: 16.7.7.2

Responsibility	Activities	Timing
Fish and Wildlife Management Board	Notify Director of Fish and Wildlife to arrange meeting to establish a schedule and work plan for providing advice and technical support.	As soon as practicable after establishment of Fish and Wildlife Management Board
Director of Fish and Wildlife	Implement work plan.	In accordance with schedule
Director of Fish and Wildlife	Respond to further requests for advice or technical support made from time to time, as practicable.	Upon request by Fish and Wildlife Management Board

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PROJECT:	Consultation with the Fish and Wildlife Management Board by Minister re: Legislation
RESPONSIBLE PARTY:	Canada or Yukon
PARTICIPANT/LIAISON:	Fish and Wildlife Management Board
OBLIGATIONS ADDRESSED:	Before the amendment or introduction of Legislation for Fish and Wildlife in the Yukon, the Minister shall Consult with the Board on the matters to be addressed in that Legislation
REFERENCED CLAUSES:	16.7.16

Responsibility	Activities	Timing
Minister	Notify Fish and Wildlife Management Board of proposed matters that are under consideration to be addressed in Legislation.	Within a reasonable time before introduction of Legislation
Minister	Provide details to Fish and Wildlife Management Board of proposed changes.	Within a reasonable time before introduction of Legislation
Fish and Wildlife Management Board	Prepare and present views re: proposed changes.	Within reasonable time provided by Government
Minister	Provide full and fair consideration to views presented by Fish and Wildlife Management Board.	Prior to introducing legislation
Canada or Yukon	Draft Legislation taking into consideration views of Fish and Wildlife Management Board.	

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada or Yukon

Notify Fish and Wildlife Management
Board of final form of Legislation.

After Legislation
passed