

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Support to Salmon Sub-Committee

**RESPONSIBLE PARTY:** Canada, Salmon Sub-Committee

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The Department of Fisheries and Oceans shall provide technical and administrative support to the Subcommittee as required to determine appropriate plans for Salmon management, and a senior official of the department in the Yukon shall serve the Sub-Committee as Executive Secretary.

**REFERENCED CLAUSES:** 16.7.17.10

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Salmon Sub-Committee	Notify Executive Secretary to arrange meeting to establish a schedule and work plan for providing advice and technical support.	As soon as practicable after establishment of Salmon Sub-Committee
Executive Secretary	Implement work plan.	In accordance with schedule
Executive Secretary	Respond to further requests for advice or technical support made from time to time, as practicable.	Upon request by Salmon Sub-Committee

### **Planning Assumption**

1. The official who will serve the Salmon Sub-Committee as Executive Secretary will be the senior official for the Department of Fisheries and Oceans in the Yukon.

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**PROJECT:** Salmon Sub-Committee representation on the Pacific Salmon Commission's Yukon Panel

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** SSC, Pacific Salmon Commission

**OBLIGATIONS ADDRESSED:** Representatives from the Sub-Committee shall form the majority of the Canadian representatives to any Yukon River Panel established pursuant to the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.

**REFERENCED CLAUSES:** 16.7.17.13

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
SSC	Nominate SSC members to serve on the Yukon River Panel and notify Canada (DFO).	As required
Canada	Appoint SSC members as the majority of Canadian Yukon River Panel representatives pursuant to the <u>Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.</u>	When Yukon River Panel is required to be established
Canada	Appoint balance of Yukon River Panel members.	When Yukon River Panel is required to be established

**Planning Assumption**

1. Support costs for the Yukon River Panel will be the responsibility of the Pacific Salmon Commission after ratification of the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.

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**PROJECT:** Ministerial response to Board or Salmon Sub-Committee non-compliance with responsibility

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** Fish and Wildlife Management Board, Salmon Subcommittee

**OBLIGATIONS ADDRESSED:** Where the Board or the Sub-Committee does not carry out a responsibility, the Minister, after giving notice to the Board or the Sub-Committee as appropriate, may carry out that responsibility.

**REFERENCED CLAUSES:** 16.7.18

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Identify to Salmon Sub-committee or Fish and Wildlife Management Board responsibility and activity that Salmon Sub-Committee or Fish and Wildlife Management Board has failed to carry out.	If Salmon Sub-Committee or Fish and Wildlife Management Board has not carried out a responsibility
Minister	Review responsibility with Fish and Wildlife Management Board and/or Salmon Sub-Committee and make best efforts to remedy situation.	If Salmon Sub-Committee or Fish and Wildlife Management Board has not carried out a responsibility
Minister	If matter cannot be resolved, notify fish and Wildlife Management Board or Salmon Sub-Committee of intention assume responsibility.	Upon decision of appropriate Minister

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The majority of the activities of the Fish and Wildlife Management Board and the Salmon Sub-Committee are discretionary and relate to making recommendations to the Minister. It is expected that the Minister would only take over a responsibility in rare instances where the Minister is faced with clear unwillingness or refusal on the part of the Fish and Wildlife Management Board or Salmon Sub-Committee to undertake an activity that is clearly a mandatory responsibility under the Umbrella Final Agreement.

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<b>PROJECT:</b>	Consultation with the Fish and Wildlife Management Board by Minister re: declaration of species
<b>RESPONSIBLE PARTY:</b>	Yukon or Canada
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board or Salmon Subcommittee
<b>OBLIGATIONS ADDRESSED:</b>	The Minister shall Consult with and obtain a recommendation of the Board before declaring a species or population to be of territorial, national or international interest under 16.7.12.2.
<b>REFERENCED CLAUSES:</b>	16.7.19; Cross reference 16.8.0

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Notify Fish and Wildlife Management Board or Salmon Sub-Committee if the Minister is considering making a declaration with respect to a species or population.	Within a reasonable time before making a declaration
Minister	Provide details of proposed declaration and reasons.	
Fish and Wildlife Management Board or Salmon Sub-Committee	Prepare views and make a recommendation to Minister.	Within a reasonable time provided by Government
Minister	In considering whether or not to make declaration, provide full and fair consideration to views presented, in accordance with 16.8.0.	

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Minister

Notify Fish and Wildlife  
Management Board or  
Salmon Sub-Committee of  
final decision re: declaration.

Following decision by Minister

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Minister's response to recommendations from Fish and Wildlife Management Board, Renewable Resources Councils, or Salmon Sub-Committee pursuant to 16.8.1
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Minister, within 60 days of the receipt of a recommendation or decision under 16.8.2, may accept, vary, set aside or replace the recommendation or decision. 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.</p> <p>The Minister may extend the time provided in 16.8.4 by 30 days.</p> <p>Nothing in 16.8.4 shall be construed as limiting the application of 16.3.3.</p> <p>The Board, within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 16.8.4, shall make a final recommendation or decision and forward it to the Minister with written reasons.</p> <p>The Minister may extend the time provided under 16.8.5.</p> <p>The Minister, within 45 days of receipt of a final recommendation or decision, may accept or vary it, or set it aside and replace it.</p>

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In the event that the Minister proposes to vary or to set aside and replace a recommendation of the Board with respect to the determination of a Total Allowable Harvest, the Minister shall make reasonable efforts to reach a consensus with the affected Yukon First Nation on the variation or setting aside and replacement of the recommendation.

In the event that the Minister and the affected Yukon First Nation are unable to reach a consensus under 16.8.6.1, the Minister may proceed to vary or set aside and replace the recommendation of the Board with respect to the determination of the Total Allowable Harvest, provided that the Minister is satisfied that the variation or replacement is consistent with the principle of Conservation.

The process for seeking consensus with the affected Yukon First Nation shall give due consideration to timing of any statutory or regulatory changes required and to the timing of Harvesting activities.

The Minister may extend the time provided in 16.8.6 in order to carry out the requirements of 16.8.6.1 and 16.8.6.2.

The Minister shall provide the Board with notice of the Minister's final decision under 16.8.6.

The Minister may refer any matter described in 16.8.1 to the dispute resolution process under 26.4.0 once the procedure set out in 16.8.1 to 16-8-4 has been completed.



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**REFERENCED CLAUSES:** 16.8.4, 16.8.5, 16.8.6, 16.8.8;  
Cross reference 16.8.2, 16.8.3, 16.8.7, 2.11.8

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-committee	Send recommendation pursuant to 16.8.1 to Minister with jurisdiction.	As determined by Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee
Minister	Inform Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-committee of decision to accept, vary, set aside or replace the recommendation. If recommendation not accepted, send written reasons to Fish and Wildlife Management Board or Renewable Resources Council or Salmon Subcommittee explaining why recommendation has been varied, set aside or replaced.	Within 60 days after receipt of recommendation
Minister	At discretion of Minister, and at any time after completion of 16.8.1 to 16.8.4 procedure, refer matter to dispute resolution under 26.4.0.	After decision to vary, set aside or replace a recommendation

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Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-committee	Review response from Minister and make final recommendation under 16.8.5. Send final recommendation to Minister, with written reasons.	Within 30 days after receipt of Minister's decision
Minister	Inform Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-committee of decision to accept, vary, set aside or replace the final recommendation.	Within 45 days after receipt of final recommendation
Minister	Inform affected Yukon First Nation if Minister proposes to vary or set aside and replace a final recommendation with respect to a Total Allowable Harvest determination.	Before Minister makes final decision
Minister, Yukon First Nation	Make reasonable efforts to reach consensus on need to vary or set aside and replace final recommendation of Fish and Wildlife Management Board or Renewable Resources Council or Salmon Subcommittee with respect to a Total Allowable Harvest determination.	Within a reasonable period of time, taking into consideration clause 16.8.6.3

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Minister	If no consensus is reached with Yukon First Nation, vary or set aside and replace Fish and Wildlife Management Board or Renewable Resources Council or Salmon Subcommittee recommendation as long as Minister's decision is consistent with the principle of Conservation.	At discretion of Minister
Minister	Notify Fish and Wildlife Management Board or Renewable Resources Council or Salmon Subcommittee of final decision.	
Canada, Yukon	Implement decision pursuant to 16.8.7.	As soon as practicable

### Planning Assumptions

1. Timing is in accordance with the provisions and is not intended to affect the Minister's ability to extend the time frames for response in accordance with 16.8-4.1, 16.8.5.1 or 16.8.6.4.
2. When the Minister proposes to vary or set aside and replace a final recommendation of the Fish and Wildlife Management Board or Renewable Resources Councils with respect to a Total Allowable Harvest determination, the Minister shall provide full and balanced information on the issue to the Yukon First Nations, including any written reasons provided by the Fish and Wildlife Management Board, Renewable Resources Councils or the Minister.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Consultation with the Fish and Wildlife Management Board by Minister re: emergency action
<b>RESPONSIBLE PARTY:</b>	Yukon or Canada
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee
<b>OBLIGATIONS ADDRESSED:</b>	Where emergency action has been taken pursuant to 16.8.11, the Minister shall within seven days inform the Board, Sub-Committee or Council and solicit their continuing advice. The Board, Sub-Committee or Council may recommend to the Minister that the emergency action be terminated pending their consideration of the issue.
<b>REFERENCED CLAUSES:</b>	16.8.12; Cross reference 16.8.11, 2.11.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Inform the Fish and Wildlife Management Board, affected Renewable Resources Council or Salmon Sub-committee of emergency action taken pursuant to 16.8.11, provide details and supporting information, and solicit continuing advice.	Within seven days of taking action
Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-committee	Recommend that emergency action be terminated pending consideration of issue, pursuant to 16.8.0.	As determined necessary
Minister	Terminate action.	If recommendation accepted by Minister

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Minister

Inform Fish and Wildlife Management Board, Renewable Resources council, or Salmon Sub-committee of reasons for continuing emergency action and request advice pursuant to 16.6.9, 16.7.11 and 16.7.17.11.

If Minister makes decision to continue emergency action

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<b>PROJECT:</b>	Exceeding the Total Allowable Catch of Salmon in exceptional circumstances
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	YFN, RRC, SSC and FWMB
<b>OBLIGATIONS ADDRESSED:</b>	Notwithstanding 16.3.2, Government may allow a catch of Salmon greater than the Total Allowable Catch in exceptional circumstances.
<b>REFERENCED CLAUSES:</b>	16.8.13; Cross reference 16.3.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	Allow catch of salmon greater than Total Allowable Catch (TAC).	In exceptional circumstances
Canada (DFO)	Notify affected YFNs, RRCs, FWMB and SSC of the measure and provide relevant information.	As soon as possible
Canada (DFO), SSC	At Minister's discretion, follow the activities described for UFA 16.10.10.	As appropriate

### **Planning Assumptions**

1. Actions taken by the Minister pursuant to the referenced provision will not result in a variation of the TAC for the time period in question. It is expected that any measures taken will be related to a situation-specific exception to the TAC which is in place.
2. To the extent practicable, initiatives taken pursuant to the referenced provision will be determined in collaboration with the SSC.
3. Action pursuant to the referenced provision is expected to occur only in exceptional circumstances recognizing that the Minister's primary objective is to conserve fish stocks.

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**PROJECT:** Adjustment of Total Allowable Catch of Salmon

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Salmon Sub Committee

**OBLIGATIONS ADDRESSED:** Subject to 16.10.11, Government may adjust a Total Allowable Catch because of variations in the anticipated run size but only after Consultation with the Sub-committee, and any such adjustment may be made in-season.

Where Government proposes to adjust the Total Allowable Catch under 16.10,10 and time does not permit Consultation with the Sub-Committee, Government may make the adjustment but it shall, within seven days, inform the Sub-Committee of the adjustment and solicit its continuing advice.

The Sub-Committee may recommend to the Minister that any adjustment made under 16.10.11 be varied or terminated pending the Sub-Committee's consideration of the issue.

**REFERENCED CLAUSES:** 16.10.10, 16.10.11 and 16.10.12;  
Cross reference 16.8.1 - 16.8.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	Notify SSC of proposal to adjust TAC and provide relevant information.	As required
SSC	Review proposed TAC adjustment and present views to Canada (DFO).	Upon receipt of notice
Canada (DFO)	Provide full and fair consideration of views presented.	Prior to adjusting TAC

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Canada (DFO)	Modify proposed TAC adjustment as required and inform SSC.	After Consultation
Canada (DFO)	Where time does not permit Consultation with SSC, adjust TAC and notify SSC.	If circumstances require
Canada (DFO)	Solicit continuing advice from SSC.	Within seven days of adjustment
SSC	If TACs have been adjusted in accordance with 16.10.11, the SSC may recommend adjustment of TAC be varied or terminated pending SSC review.	Upon notification
Canada (DFO)	Review any recommendation received and respond as required by clauses 16.8.1 through 16.8.8.	As required

### Planning Assumptions

1. The Department of Fisheries and Oceans (DFO) will make all reasonable efforts to contact SSC members to review the requirement for in-season Salmon TAC adjustments. If the situation precludes Consultation, DFO will expedite the review process under UFA 16.8.0 to the extent possible.
2. DFO will provide the SSC with the information used to establish TAC or required to adjust TAC.
3. Any adjustment in TAC may have to be reflected in adjustments to BNA as identified in UFA 16.10.9.
4. To facilitate implementation of these provisions, the SSC and Yukon First Nations may wish to discuss approaches to improve the monitoring of Salmon runs and the recording and reporting of catches.



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<b>PROJECT:</b>	Interim protection of traplines held by Yukon Indian People
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	Council for Yukon Indians, Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	The parties to the Umbrella Final Agreement agree not to reduce the number of traplines currently held by Yukon Indian People in a Yukon First Nation's Traditional Territory until the Effective Date of the Yukon First Nation Final Agreement, provided the Yukon First Nation Final Agreement is ratified before May 29, 1994 or within 24 months of commencement of negotiation of that Yukon First Nation Final Agreement, whichever comes sooner.
<b>REFERENCED CLAUSES:</b>	16.11.11; Cross reference 16.11.3.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Provide Council for Yukon Indians and Yukon First Nations with map of trapline concessions and list of concession holders, noted as beneficiary or non-beneficiary, as of May 30, 1992 and provide information concerning changes to date.	As soon as practicable
Council for Yukon Indians	Confirm trapline information with Yukon First Nations.	As soon as practicable
Yukon, Council for Yukon Indians	Address any discrepancies identified.	As soon as practicable

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Yukon	Exercise discretion in administration of traplines so as not to reduce number held by Yukon Indian People in each First Nation Traditional Territory.	On an ongoing basis until the applicable date in UFA 16.11.11
Yukon	Notify Council for Yukon Indians and affected Yukon First Nation(s) of intention to terminate protective measures with respect to Yukon First Nation's traditional area. Carry on appropriate consultation prior to termination of protective measures.	Within reasonable time prior to the applicable date in UFA 16.11.11

### Planning Assumptions

1. The activities described above will be required to be performed only with respect to those Yukon First Nations for which a Yukon First Nation Final Agreement does not take effect on the effective date of Settlement Legislation.
2. It is acknowledged that Yukon already exercises its discretion in trapline administration in ways which provide a measure of protection for the trapline holdings of Yukon Indian People. In the implementation of UFA 16.11.11, Yukon will continue those measures.
3. Yukon will not give effect to proposed or purported trapline concession relinquishments, transfers or sales prior to consulting with the affected Yukon First Nation(s).
4. Yukon will not re-configure trapline concessions without consulting with affected Yukon First Nation(s).

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5. In the interim protection period, where the affected Yukon First Nation is not one of those named in UFA 16.11.4, Yukon will administer the trapline concession in that Yukon First Nation's traditional area so as to facilitate the achievement of UFA 16.11.3. Yukon will notify the affected Yukon First Nation of any trapline concession in its traditional area which may be or is expected to become available for purchase, transfer or re-allocation, and will consult with the Yukon First Nation prior to approving same.
6. None of the foregoing is intended to preclude a more suitable arrangement as to which Yukon and an affected Yukon First Nation may agree.

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**PROJECT:** Investigation and development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and related economic opportunities

**RESPONSIBLE PARTY:** Council for Yukon Indians, Canada and Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The parties to the Umbrella Final Agreement shall immediately investigate the needs, opportunities and structures required to ensure the adequate development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and related economic development opportunities. The parties to the Umbrella Final Agreement agree to design the structures necessary to develop these human resources.

**REFERENCED CLAUSES:** 16.13.1;  
Cross reference 28.9.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Council for Yukon Indians, Yukon	Establish a project group to investigate development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and to develop the structures necessary to develop these human resources.	As soon as practicable after Settlement Legislation
Project group	Jointly develop terms of reference for investigation and design of structures.	As soon as practicable after Settlement Legislation

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Project group	Submit terms of reference for the investigation and design to the Parties for approval.	As soon as practicable
Council for Yukon Indians, Canada, Yukon	Respond to project group concerning terms of reference.	Within a reasonable period of time
Project group	Complete investigation, and design necessary structures, consulting with Canada on matters within federal jurisdiction. Provide recommendations to the Parties.	Within 6 months after terms of reference are approved, unless Parties otherwise agree
Council for Yukon Indians, Canada, Yukon	As agreed, give effect to recommendations.	As resources permit

### Planning Assumptions

1. Yukon and Council for Yukon Indians will each name two representatives for the purpose of carrying out the second and third activities.
2. Council for Yukon Indians will consult with Yukon First Nations in the course of investigating human resource needs of Yukon First Nations and other Yukon residents.
3. In developing the terms of reference, the project group will consider:
  - a) the personnel, training, financial and implementation provisions of the 1991 report of the Parties' working group on interim measures with respect to land alienation;
  - b) the services which may be provided by Yukon College, particularly through its community campuses;
  - c) the suitability of any current renewable resources management program of Yukon College, and of college programs elsewhere;

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- d) any relevant comments or recommendations of the Training Policy Committee;
- e) the suitability and accessibility of existing Government programs for on-the-job training and professional development in renewable resources management;
- f) means to efficiently ensure the availability of financial resources for the development of human resources for renewable resources management in the Yukon and possible sources and mechanisms for financial support;
- g) the need to modify relevant Government programs and the urgency of any modifications required;
- h) the need to co-ordinate human resource development with the development of First Nation governments, as well as economic planning and development at the community or regional level;
- i) facets of renewable resources management, including but not limited to planning, regulation, administration and enforcement;
- j) the needs of Yukon First Nations; and
- k) objectives of UFA Chapter 16.

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<b>PROJECT:</b>	Consultation on amendment to statutes or regulations
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	CYI
<b>OBLIGATIONS ADDRESSED:</b>	Settlement Legislation shall provide that Government, after Consultation with the Council for Yukon Indians, may make such amendments to statutes or regulations as are necessary for the purpose of giving effect to and enforcing provisions of 20.6.1 and 20.6.2.
<b>REFERENCED CLAUSES:</b>	20.6.3; Cross reference 20.6.1, 20.6.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Notify CYI of intention to amend statutes or regulations to give effect to UFA 20.6.1 and/or 20.6.2.	Within reasonable time prior to proceeding with amendment
Canada	Provide CYI with details of the initiative.	Within reasonable time prior to proceeding with amendment
CYI	Prepare and present views.	Within reasonable time to meet technical requirements of amendment process
Canada	Provide full and fair consideration to views presented and draft Legislation.	Within reasonable time prior to proceeding with amendment

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Canada	Subject to confidentiality requirements, notify CYI of final form of Legislation.	Within reasonable time prior to proceeding with amendment
Canada	Seek amendment to statutes or amend regulations.	As required after previous activities are completed

### Planning Assumptions

1. The described activities may require adjustment to ensure they are consistent with relevant provisions of Settlement Legislation and the outcome of discussions concerning the future tax regime in Yukon.
2. The described activities may be carried out through a "legislative drafting group" or such other arrangement as to which Canada and CYI may agree.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Participation of Yukon Indian People on boards
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	Council for Yukon Indians
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Yukon shall ensure that the Board of Directors of the Yukon Development Corporation is generally representative of the Yukon population.</p> <p>The Yukon shall make best efforts to structure the Board of Directors of the Yukon Energy Corporation so that at least one-quarter of the directors are Yukon Indian People.</p> <p>The Yukon shall make best efforts to structure the Yukon Council on the Economy and the Environment so that at least one-quarter of its members are Yukon Indian People.</p>
<b>REFERENCED CLAUSES:</b>	22.6.2, 22.6.3, 22.7.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Review consistency of board composition with relevant Umbrella Final Agreement provision.	As soon as practicable after effective date of Settlement Legislation
Yukon	Invite Council for Yukon Indians' recommendation of persons for appointment to Yukon Development Corporation, Yukon Energy Corporation and Yukon Council on the Economy and Environment.	In reasonable time prior to date at which appointment is to take effect
Council for Yukon Indians	Provide recommendations.	Within reasonable time, as Yukon may indicate

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Yukon	Consider recommendations in process of making appointments.	As appointments are made
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### Planning Assumptions

1. It is expected that Council for Yukon Indians will carry out appropriate consultation with Yukon First Nations prior to making its recommendation.
2. For the purposes of UFA 22.6.2, the proportion of Yukon Indian People in the Yukon population will be a consideration in ensuring that the Board of Directors of the Yukon Development Corporation is generally representative of the Yukon population.
3. It is expected that, to give effect to the referenced provisions, Yukon will use best efforts to ensure that the composition of each board is consistent with the relevant provision as of the effective date of Settlement Legislation, or as soon as practicable thereafter, and subsequently whenever an appointment to a board is required to be made.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Review of effectiveness of Chapter 22

**RESPONSIBLE PARTY:** Canada, Yukon First Nations, Yukon, Council for Yukon Indians

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** A full and complete review of the effectiveness of the provisions of this chapter shall be carried out in the year 2010 by Government and the Yukon First Nations. If, after the review, the parties to the Umbrella Final Agreement agree that the objectives of this chapter have been met, the obligations of Government under this chapter shall cease commencing January 1, 2011. So long as these obligations remain in effect, a like review shall be carried out every five years thereafter.

**REFERENCED CLAUSES:** 22.9.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Parties	Establish process and address specific requirements to assess achievement of objectives.	As soon as practicable upon completion of review, or earlier as the Parties may agree
Parties	Assess achievement of objectives.	In the 2010 fiscal year
Parties	Determine whether there is agreement that the objectives have been met.	In the 2010 fiscal year
Parties	Repeat process.	Every five years, if there is no agreement that objectives have been met

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### Planning Assumptions

1. The Parties may wish to organize their approach further and establish specific arrangements required to deal with the assessment required.
2. The assessment by the Parties to the Umbrella Final Agreement will be based upon the results of the review conducted by Canada, Yukon and the Yukon First Nations pursuant to this provision, as well as any other consideration which arises from the objectives or is deemed relevant.
3. At the year 2010, Yukon First Nation Final Agreements will not all have been in effect for the same period of time. Also, the assessment may indicate that not all objectives have been satisfied. Both of these factors suggest there is a range of possible outcomes under the third activity. If the Parties are unable to say there is satisfaction of all the objectives, a further review and assessment is expected to occur in the Year 2015 and every five years thereafter, as necessary. The Parties may wish to address the scope of subsequent activities under this provision in light of the extent of agreement reached at the five year intervals contemplated.
4. The Parties may wish to consider further the process and resources required to implement the referenced provision in the course of the last review of the Plan to occur prior to 2010.
5. Council for Yukon Indians will conduct appropriate consultations with Yukon First Nations in the course of these activities.

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<b>PROJECT:</b>	Negotiated transfer from Canada to the Yukon administration and management of Resources
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	Council for Yukon Indians
<b>OBLIGATIONS ADDRESSED:</b>	The Council for Yukon Indians may participate with the Yukon in the development of the Yukon's negotiating positions for negotiations pursuant to 23.3.1.
<b>REFERENCED CLAUSES:</b>	23.3.2; Cross reference 23.3.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify Council for Yukon Indians of matters or proposals under negotiation or to be negotiated.	As soon as practicable after the effective date of Settlement Legislation, and on-going basis thereafter, as negotiations proceed
	Notify Council for Yukon Indians of intention to proceed with negotiations.	
Council for Yukon Indians	Appoint appropriate representatives for purposes of provision and inform Yukon of same.	Within reasonable time prior to proceeding
Yukon and Council for Yukon Indians	Meet regularly regarding preparation for negotiations, the analysis of negotiation issues, positions, options and strategies and other issues, as appropriate.	As appropriate for effective negotiation

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The last activity is expected to include the opportunity for Council for Yukon Indians to add items to meeting agendas, request meeting on matters of concern related to negotiations and to prepare and provide input to negotiation strategies and positions. This is expected to occur in the context of an ongoing negotiation process and therefore is expected to be repeated as the Council for Yukon Indians and the Yukon may require for effective negotiation of the transfer.

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of guaranteed representation

**RESPONSIBLE PARTY:** Canada, Yukon, CYI

**PATICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The parties to the Umbrella Final Agreement may negotiate guaranteed representation for Yukon First Nations on government commissions, councils, boards and committees in the Yukon established to deal with the following matters:

- education
- health and social services
- justice and law enforcement; and
- other matters as may be agreed.

**REFERENCED CLAUSES:** 24.4.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Any Party	Identify entity on which guaranteed representation is desired.	At discretion
Any Party	Provide notice of desire to negotiate guaranteed representation.	At discretion
Other Parties	Respond to notice received.	As soon as practicable after receipt of notice
Parties	If Parties agree to negotiate, conduct and complete negotiations.	As soon as practicable or as the Parties may agree
Parties	Give effect to negotiated result.	As soon as practicable or as the Parties may agree

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Negotiation of Transboundary Agreements
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, CYI, affected YFNs
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government, the Council for Yukon Indians and the affected Yukon First Nations shall cooperate in negotiating Transboundary Agreements.</p> <p>Government, the Council for Yukon Indians and the affected Yukon First Nations shall endeavour to secure the cooperation of the Government of British Columbia, the Government of the Northwest Territories and transboundary aboriginal groups in negotiating Transboundary Agreements.</p> <p>Government, the Council for Yukon Indians and Yukon First Nations whose Traditional Territories are affected by a transboundary aboriginal claim shall work together in respect of each transboundary aboriginal claim to negotiate a Transboundary Agreement.</p> <p>Government, the Council for Yukon Indians and the affected Yukon First Nations shall make best efforts to settle the transboundary aboriginal claims of Yukon Indian People in the Northwest Territories and British Columbia based upon reciprocity for traditional use and occupancy.</p>
<b>REFERENCED CLAUSES:</b>	25.1.1, 25.1.2, 25.2.1, 25.2.2; Cross reference 25.2.3, 25.2.4, 25.3.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, CYI, affected YFN	Establish process and address specific requirements for Transboundary Agreement negotiations.	As appropriate



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada, Yukon, CYI, affected YFN	Attempt to secure co-operation of BC, NWT and transboundary aboriginal groups for negotiation of Transboundary Agreement.	As appropriate and may be agreed
Canada, Yukon, CYI, affected YFN	Enter into negotiation of Transboundary Agreement.	As required and may be agreed
Canada, Yukon, CYI, affected YFN	Use best efforts to co-operatively negotiate Agreement.	As required

### Planning Assumptions

1. The first activity is intended to enable the Parties to organize their approach further and to establish specific arrangements with respect to the requirements of the negotiation process.
2. Financial requirements for Transboundary Agreement negotiations will be addressed as provided in UFA 25.2.3. It is expected that the financial arrangements will be required to address costs of long-distance travel and increased communication and other requirements arising from the multiplicity of parties, jurisdictions and interests involved, along with other costs.
3. There are outstanding Yukon First Nation transboundary claims in both British Columbia and the NWT. The negotiation of those claims probably will proceed alongside the negotiation of the related YFNFA. It is expected that claims in British Columbia will be more complicated and take longer to resolve by agreement than claims in the NWT.
4. There also are outstanding transboundary claims by aboriginal claimant groups in both ?? and the NWT. The sequence, format and complexity of negotiation of these claims cannot be predicted usefully at this juncture.
5. For the purposes of UFA Chapter 25, it is expected that CYI will play an active role in assisting in the organization of the negotiations and a supportive role with affected YFNs in the actual negotiations.

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

6. The described activities refer only to the process leading to a negotiated agreement. Matters concerning ratification, implementation and amendment of a Transboundary Agreement are left for the parties to address separately as provided in the UFA or the relevant Transboundary Agreement.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Participate in consultation regarding rules and procedures of the Dispute Resolution Board
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, CYI
<b>PARTICIPANT/LIAISON:</b>	Dispute Resolution Board (the "Board")
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Board appointed under 26.5.1 shall have the following responsibilities:</p> <p>After Consultation with the parties to the Umbrella Final Agreement, to establish rules and procedures governing mediation and arbitration.</p>
<b>REFERENCED CLAUSES:</b>	26.5.4.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, CYI	Review notice from Dispute Resolution Board of intention to establish rules and procedures.	As soon as practicable on receipt of notice
Canada, Yukon, CYI	If requested by Board, participate in Board proceedings to establish rule making process.	As Board may provide
Canada, Yukon, CYI	Review any rules or procedures which the Board may provide for discussion.	Within time provided by Board
Canada, Yukon, CYI	Prepare and present views.	Within time and process provided by Board

### Planning Assumptions

1. It is expected that the Board will seek to establish rules and procedures for mediation and arbitration no later than the second year after the effective date of Settlement Legislation.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

2. It is expected that all Parties will assist the Board by participating in proceedings and making representations as the Board may request. The nature of the rule-making process is for the Board to decide and, at the Board's discretion, may itself be the subject of consultations with the Parties. The Parties' activities for the purposes of consultation with the Board will be consistent with the process which the Board chooses to adopt.
3. The rules and procedures adopted by the Board after the initial consultations may require modification and amendment in light of the Board's operating experience. In that event, it is expected that the described activities will be repeated, as the Board may require in the circumstances.

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

**PROJECT:** Establish Yukon First Nation Implementation Fund

**RESPONSIBLE PARTY:** Council for Yukon Indians

**PARTICIPANT/LIAISON:** YFNs

**OBLIGATIONS ADDRESSED:** The Council for Yukon Indians shall establish a Yukon First Nation Implementation Fund as soon as practicable after the effective date of Settlement Legislation.

The Yukon First Nation Implementation Fund shall be administered either as a charitable trust, a Settlement Corporation or other legal entity.

**REFERENCED CLAUSES:** 28.5.1,28.5.2;  
Cross reference 28.5.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
CYI	Research and evaluate options for form and operation of the Fund.	Within 6 months after effective date of Settlement Legislation
CYI	Present research and evaluation results to and consult with Yukon First Nations on preferred form and operation.	Within 3 months after completion of previous activity
CYI	Design and draft terms of preferred form of Fund and obtain Yukon First Nations' approval of same.	Within 3 months after completion of previous activity
CYI	Establish Fund and arrange for administration of same as terms of Fund may provide.	Within 3 months after completion of previous activity

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. Arrangements for indexation, calculation and delivery of the Fund principal are addressed elsewhere in this Plan.
2. There are no steps which CYI or the Fund administrators will be required to take to ensure that UFA 28.5.5 and 28.5.6 are given effect.