



SELKIRK FIRST NATION
FINAL AGREEMENT
IMPLEMENTATION PLAN



AND
UMBRELLA FINAL AGREEMENT
IMPLEMENTATION PLAN



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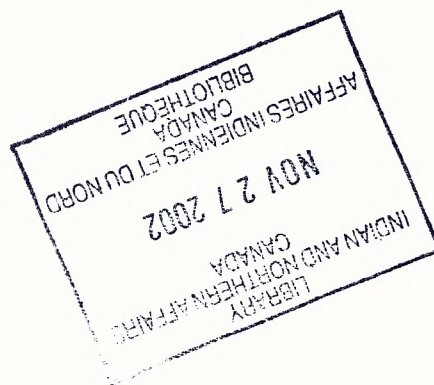
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IMPLEMENTATION PLAN

FINAL AGREEMENT

SELKIRK FIRST NATION



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**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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**IMPLEMENTATION PLAN
FOR THE
SELKIRK FIRST NATION
FINAL AGREEMENT**

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 Selkirk First Nation, as represented by the duly authorized representative(s) of the Selkirk First Nation (hereinafter referred to as "SFN");

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 Selkirk First Nation Final Agreement (hereinafter referred to as the "SFNFA") on the 21st day of July, 1997;

chapter 28 of the SFNFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the SFNFA (hereinafter referred to as the "SFNFA Plan");

the representatives of the Parties have developed the SFNFA Plan, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the SFNFA;

NOW THEREFORE, the Parties agree as follows:

Interpretation of the SFNFA Plan

1. No provision of the SFNFA Plan shall be considered an amendment to or modification of or derogation from the provisions of the SFNFA.
2. Where there is any inconsistency or conflict between the provisions of the SFNFA Plan and the provisions of the SFNFA, the provisions of the SFNFA shall prevail to the extent of the conflict or inconsistency.
3. Unless the context otherwise requires, capitalized words and phrases in the SFNFA Plan shall have the meanings assigned in the SFNFA.
4. The SFNFA Plan shall be interpreted so as to promote the implementation of the provisions of the SFNFA and to avoid conflict or inconsistency with the provisions of the SFNFA.

Legal Status of the SFNFA Plan

5. The SFNFA Plan shall be attached to but shall not form part of the SFNFA.
6. The Umbrella Final Agreement Implementation Plan, as signed on the 29th day of May, 1993 by the Parties to the Umbrella Final Agreement, identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the Umbrella Final Agreement.
7. The Umbrella Final Agreement Implementation Plan and the SFNFA Plan shall be read together.

8. The provisions of the SFNFA Plan contained in paragraphs 8, 11 and 12 constitute a contract between the Parties. Pursuant to 28.4.8 of the SFNFA, the Parties expressly intend that the provisions of the remaining portions of the SFNFA Plan and the provisions of the SFNFA Plan contained in Annexes A, B, C, D and E do not constitute a contract between the Parties.
9. Subject to paragraph 8, the provisions of the SFNFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the SFNFA will be implemented, and are not intended to create legal obligations.

Contents of the SFNFA Plan

10. The SFNFA Plan consists of the provisions contained herein, and the documents set out below.
 - 10.1 Annex A: "Activity Sheets" describing specific activities, projects and measures for implementation of the SFNFA;
 - 10.2 Annex B: Arrangements in respect of the:

Regional Land Use Planning Commission;
Selkirk Renewable Resources Council;
Settlement Land Committee;
 - 10.3 Annex C: An information strategy;
 - 10.4 Annex D: Economic Planning;

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FINAL AGREEMENT IMPLEMENTATION PLAN**

- 10.5 Annex E: Co-ordination of the SFNFA and the Selkirk First Nation Self-Government Agreement (hereinafter referred to as the "SFNSGA") Implementation.

Implementation Funding

11. Subject to any amendment of the SFNFA Plan by the Parties, Canada shall make financial payments to the SFN as follows:
- 11.1 \$357,050 (1996 constant dollars) per annum;
- 11.2 \$867,130 (1996 constant dollars) for one-time implementation projects and activities;
- 11.3 \$38,000 (1996 constant dollars) for its participation on the Settlement Land Committee;
- 11.4 The payments referred to in 11.1, 11.2 and 11.3 above shall be escalated from 1996 constant dollars to their Entry Year Value as defined in the Selkirk First Nation Financial Transfer Agreement (hereinafter referred to as the SFNFTA) dated Septembre 29, 1997, in accordance with the computation method for annual adjustment set out in Schedule 1, Part 6 of the Umbrella Final Agreement Implementation Plan.
- 11.5 The payments referred to in 11.1 and 11.3 above shall be made in accordance with the provisions of the SFNFTA and shall be escalated from their Entry Year Value in accordance with the computation method for the Annual Price Escalator set out in Annex 6 of the SFNFTA.

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- 11.6 The payment referred to in 11.2 above shall be made as a lump sum payment, by a transfer agreement other than the SFNFTA, as an unconditional grant as soon as practicable after the SFNSGA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 11.7 The payment of the amounts set out in 11.1, 11.2 and 11.3, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the SFN for the period of time identified in SFNFTA.
12. Subject to any amendment of the SFNFA Plan by the Parties, the Yukon shall pay \$79,870 (1996 constant dollars) per annum to the Selkirk Renewable Resources Council established pursuant to 16.6.0 of the SFNFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the Umbrella Final Agreement Implementation Plan.
13. Subject to any amendment of the SFNFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in paragraph 12, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Selkirk Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the SFNFA.
14. The Yukon, following consultation with the SFN, shall establish funding arrangements with the Selkirk Renewable Resources Council. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
15. The Selkirk Renewable Resources Council 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.

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16. The SFN shall provide an amount of up to \$38,000 (1996 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3.0 of the SFNFA.
17. Notwithstanding the provisions of paragraph 11.3, Government may enter into agreements with the SFN to provide funding for any projects, activities and responsibilities to be undertaken by the Settlement Land Committee, in addition to the projects, activities and responsibilities described in the SFNFA. Notwithstanding the provisions of paragraph 12, Government may enter into agreements with the Selkirk Renewable Resources Council to provide funding for any projects, activities and responsibilities to be undertaken by the Selkirk Renewable Resources Council in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to SFNFA 2.12.2.8.

Implementation Plan Monitoring

18. Within 30 days after the Effective Date of the SFNFA, each of the Parties shall appoint 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 SFNFA Plan.

Implementation Plan Review

19. Unless the Parties otherwise agree, they shall complete a review of the SFNFA Plan to determine the adequacy of the provisions of the SFNFA Plan and of the implementation funding provided under the SFNFA Plan,
- 19.1 in the fifth fiscal year following the Effective Date of the SFNFA;
- 19.2 in the ninth fiscal year following the Effective Date of the SFNFA; and
- 19.3 thereafter, as the Parties may agree.

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20. The Parties shall make best efforts to complete a review pursuant to paragraph 19 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

21. The Parties, by agreement, may amend the SFNFA Plan at any time, and any amendment to the SFNFA Plan shall be made in writing by the Parties.
22. The Parties shall consider whether to amend the SFNFA Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to paragraph 19 of the SFNFA Plan. Financial resources provided pursuant to the amendment of the SFNFA Plan shall be provided in the manner described in the amended SFNFA Plan.

Effective Date of the SFNFA Plan

23. The SFNFA Plan shall take effect as of the Effective Date of the SFNFA.

Signing of the SFNFA Plan

24. This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of this plan shall be deemed to be the date on which the last party signs.

SELKIRK FIRST NATION
FINAL AGREEMENT IMPLEMENTATION PLAN

SIGNED at QELU / CROSSING on behalf of the Selkirk First Nation:

[Signature]
Witness [Signature]

[Signature]
Witness [Signature]

[Signature]
Witness [Signature]

[Signature]
Witness [Signature]

Witness

Witness

Sept. 4 / 97
Date

SELKIRK FIRST NATION
FINAL AGREEMENT IMPLEMENTATION PLAN

SIGNED at _____ on behalf of the Government of Canada:

The Honourable Jane Stewart
Minister of Indian Affairs
and Northern Development
Witness _____

Date

SIGNED at Whitehorse on behalf of the Government of the Yukon:

[Signature]
The Honourable Piers McDonald
Government Leader
Witness [Signature]

Sept. 22, 1997
Date

SELKIRK FIRST NATION
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SELKIRK FIRST NATION FINAL AGREEMENT
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ACRONYMS

SIGNED at Ottawa on behalf of the Government of Canada:

Jane Stewart
The Honourable Jane Stewart
Minister of Indian Affairs
and Northern Development

Witness

September 29, 1997
Date

SIGNED at _____ on behalf of the Government of the Yukon:

The Honourable Piers McDonald
Government Leader

Witness

Date

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

CYI	-	Council for Yukon Indians
DIAND	-	Department of Indian Affairs and Northern Development
DFO	-	Department of Fisheries and Oceans
DND	-	Department of National Defence
FWMB	-	Fish and Wildlife Management Board
LTO	-	Land Titles Office
NRCan	-	Natural Resources Canada
RLUPC	-	Regional Land Use Planning Commission
RRC	-	Renewable Resources Council
SFN	-	Selkirk First Nation
SFNFA	-	Selkirk First Nation Final Agreement
SFNSGA	-	Selkirk First Nation Self-Government Agreement
SLC	-	Settlement Land Committee
SSC	-	Salmon Sub-Committee
UFA	-	Umbrella Final Agreement
YFN	-	Yukon First Nation
YFNFA	-	Yukon First Nation Final Agreement
YGPNB	-	Yukon Geographical Place Names Board
YHRB	-	Yukon Heritage Resources Board

ANNEX A

ACTIVITY SHEETS

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

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 SFNFA to be addressed prior to the Effective Date or in the negotiation or ratification of the SFNFA.

The fact that an activity sheet does not cross-reference the SFNFA dispute resolution mechanism pursuant to SFNFA 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: SFN

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;

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- (a) The Minister of Indian Affairs and Northern Development may consent, on behalf of Canada, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, to any amendment to Schedule C - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife and to any amendment to Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
- (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 a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, to any amendment to Schedule C - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife and to any amendment to Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
- (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) The Council of the Selkirk First Nation may, by resolution, consent, on behalf of the Selkirk First Nation, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, to any amendment to Schedule C - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife and to any amendment to Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;

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- (b) Consent to any other amendment pursuant to 2.3.4 may only be given on the part of the Selkirk First Nation by resolution of an Assembly upon a recommendation received from the Council of the Selkirk First Nation;
- (c) The Council of the Selkirk First Nation shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3(a) or 2.3.5.3(b), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a) or 2.3.5.3(b), as the case may be.

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: 24.12.3

Responsibility	Activities	Timing
SFN	If SFN identifies need to amend the UFA, forward proposal for amendment to CYI.	As necessary
SFN	If proposal for UFA amendment originates with another party, receive proposal for amendment from CYI.	When available
SFN	Review and communicate views to CYI on response to proposal.	As soon as practicable after receipt of proposal
SFN, UFA parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
SFN	Consult with CYI during negotiation of terms of amendment.	As necessary
SFN	Review proposed amendment and provide opinion to CYI regarding amendment.	Within reasonable time after negotiations are complete, and according to procedure set out in SFNFA

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Responsibility	Activities	Timing
SFN	Receive notice of and consider opinion of other YFNs.	Within reasonable time
SFN	Take steps required to give effect to amendment, including any consequential amendment of the SFNFA Plan.	As soon as practicable if all UFA parties consent to amendment
Canada, Yukon, SFN	Publish the amendment as required by UFA 2.3.6.	As soon as practicable after all UFA parties consent to amendment

Planning Assumptions

1. This Activity Plan describes procedure with respect to the activities of SFN in respect of UFA amendments. The fourth activity indicates that SFN 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. This opportunity should enable the consequences for SFN of an affirmative response to a proposal for amendment to be addressed.
2. It is expected that the SFN 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 UFA 16.4.4.1 and 24.12.3, with such modifications as those provisions require.
4. The Parties may wish to seek appropriate amendments to legislation to reflect amendments of the UFA.

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Amendment of the SFNFA

RESPONSIBLE PARTY: Canada, Yukon, SFN

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 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 Agreement;
 - (a) The Minister of Indian Affairs and Northern Development may consent, on behalf of Canada, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 16.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, to any amendment to Schedule C - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife and to any amendment to Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 - (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 Agreement; and
 - (a) The Yukon Minister with responsibility for land claims may consent, on behalf of the Yukon, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, to any amendment to Schedule C - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife and to any amendment to Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;

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- (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) The Council of the Selkirk First Nation may, by resolution, consent, on behalf of the Selkirk First Nation, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, or 6.1.8 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, to any amendment to Schedule C - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife and to any amendment to Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
- (b) Consent to any other amendment pursuant to 2.3.4 may only be given on the part of the Selkirk First Nation by resolution of an Assembly upon a recommendation received from the Council of the Selkirk First Nation;
- (c) The Council of the Selkirk First Nation shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3(a) or 2.3.5.3(b), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a) or 2.3.5.3(b), as the case may be.
- 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 SFNFA and forward proposal for amendment to the other parties.	As necessary

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Responsibility	Activities	Timing
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
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
	<u>If amendment is to any specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, or 6.1.8, to any amendment to SFNFA Appendix A - Settlement Land Descriptions, or to any amendment to SFNFA, Chapter 16, Schedule C - Category 1 Traplines:</u>	
SFN Council	Approve amendment by resolution.	As required
	<u>For all other amendments pursuant to 2.3.4:</u>	
SFN	Hold Assembly to seek approval of the recommendation of the SFN Council regarding the proposed amendment.	As required
	<u>Following the SFN approval process:</u>	

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Responsibility	Activities	Timing
SFN	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) or 2.3.5.3(b).	Once SFN approval process is complete
Canada and Yukon	Undertake the approval process.	Upon receipt of the SFN resolution approving the amendment
Governor in Council	If Parties approve 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
SFN	Publish amendment in SFN law register.	As soon as practicable after the amendment is given effect

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PROJECT:	Consultation during the drafting of any amendment to Settlement Legislation which effects the SFN
RESPONSIBLE PARTY:	Government
PARTICIPANT/ LIAISON:	SFN
OBLIGATIONS ADDRESSED:	
2.4.3.1	Government shall Consult with the Selkirk First Nation during the drafting of any amendment to Settlement Legislation which affects the Selkirk First Nation.

CROSS REFERENCED CLAUSES: None identified

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

Planning Assumption

1. This consultation may occur more than once during the drafting process.

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PROJECT: SFN legal entities

RESPONSIBLE PARTY: SFN

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 and 5.10.0, the Selkirk 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 the Selkirk First Nation, or wholly controlled by the Selkirk 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 The Selkirk 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 Selkirk People for any damage or loss suffered by Selkirk People as a result of any failure of the Selkirk 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, 4.4.0 (all), 5.9.0 (all), 5.10.0 (all)

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

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PROJECT: Resolution of overlapping claims

RESPONSIBLE PARTY: SFN, Overlapping YFN, Yukon and Canada

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

- Chapter 2, Schedule B
- 2.1 The Selkirk First Nation shall make best efforts to reach agreement with each Overlapping Yukon First Nation on a Contiguous Boundary.
- 2.2 The location of a Contiguous Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.
- 8.2 Pending resolution of Overlapping Areas in accordance with 2.0, or completion of an agreement pursuant to 8.1, the Selkirk First Nation, Government and an Overlapping Yukon First Nation may enter into interim administrative arrangements in an Overlapping Area regarding any of the matters identified in 4.1.1 to 4.1.5 inclusive.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 3.3, 3.4, 4.0 (all), 5.1, 8.1, 8.3, 8.4

Responsibility	Activities	Timing
SFN, Government and Overlapping YFN	Pending resolution of Overlapping Areas and with the agreement of all parties, enter into interim administrative arrangements in an Overlapping Area regarding any of the matters identified in 4.1.1 to 4.1.5 inclusive.	As necessary
SFN	Contact Overlapping YFN and enter discussions making best efforts to agree on a Contiguous Boundary.	As soon as practicable
SFN and Overlapping YFN	Submit agreed upon boundary to Canada and Yukon for approval.	If agreement is reached

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

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Resolution of overlapping claims - panel of Elders

RESPONSIBLE PARTY: SFN, panel of Elders, 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, the Selkirk First Nation may agree with an Overlapping Yukon First Nation to establish a panel of elders to consider and make recommendations to those Yukon First Nations on a Contiguous 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 matter may be referred to the dispute resolution process pursuant to 3.1. The costs of the panel shall be paid by the Yukon First Nations appointing the panel.

2.5 A recommendation of a panel on the location of a Contiguous Boundary which is accepted by the Selkirk First Nation and the Overlapping Yukon 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 3.1 (all), 3.2 (all), 3.3, 4.0 (all), 5.1

Responsibility	Activities	Timing
SFN	Seek agreement of Overlapping YFN to establish a panel of Elders to make recommendations on boundary.	At least six months before dispute resolution process is available pursuant to 3.1
SFN or Overlapping YFN or both	Appoint panel.	If agreement is reached to appoint a panel

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Responsibility	Activities	Timing
Panel of Elders	Consider issue and make written recommendation to SFN and Overlapping YFN on boundary.	No later than the date that a dispute can be referred to dispute resolution pursuant to 3.1
SFN 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 SFN and Overlapping YFN.	As soon as practicable
Canada and Yukon	Approve or reject recommendation. If rejecting, provide written reasons.	As soon as practicable
SFN, Canada and Yukon	If all parties approve, amend SFN Traditional Territory boundary.	As soon as practicable

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Resolution of overlapping claims - Dispute Resolution

RESPONSIBLE PARTY: SFN, Canada, Yukon, 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 Contiguous Boundary referred to in 2.2 or 2.5, any party to this Agreement or to an Overlapping Yukon First Nation Final Agreement may, at any time after one year from the Effective Date of this Agreement or the Overlapping Yukon First Nation Final Agreement, whichever occurs later, refer the matter of the location of a Contiguous Boundary to the dispute resolution process under 26.3.0 provided:
- 3.1.1 that Overlapping Yukon First Nation Final Agreement contains specific provisions substantially the same as this schedule; or
- 3.1.2 the Selkirk First Nation and the Overlapping Yukon 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 determine a Contiguous Boundary, in the Overlapping Area, between the Traditional Territories of the Overlapping Yukon First Nation and the Selkirk First Nation, 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.

CROSS REFERENCED CLAUSES: 2.9.1 (all); Chapter 2 Schedule B 3.3, 3.4, 4.0 (all), 5.1, 26.3.0

Responsibility	Activities	Timing
Any party to SFNFA or to an Overlapping YFNFA	Refer dispute to dispute resolution process under 26.3.0 if conditions are met.	After one year from the Effective Date of the later of the YFNFAs

**SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
Any party to SFNFA 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 Contiguous Boundary.	As required
Arbitrator	At discretion, award costs to one or more of the parties, if conditions are met.	When determining Contiguous Boundary
SFN, Canada and Yukon	Amend SFN Traditional Territory boundary.	As soon as practicable after dispute is resolved

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Final Agreements with Overlapping YFNs
RESPONSIBLE PARTY: Government and SFN
PARTICIPANT/ LIAISON: Overlapping YFNs

OBLIGATIONS ADDRESSED:

Chapter 2, Schedule B

5.2 Government shall make best efforts:

5.2.1 to ensure that provisions substantially the same as this schedule are included in the Yukon First Nation Final Agreement of an Overlapping Yukon First Nation; and

5.2.2 to conclude the Yukon First Nation Final Agreement of each Overlapping Yukon First Nation within 10 years of the Effective Date of this Agreement.

5.3 Government shall not agree in an Overlapping Yukon First Nation Final Agreement to provisions which resolve conflicts or inconsistencies between that Yukon First Nation Final Agreement and this Agreement in any manner other than as set out in this schedule, without the consent of the Selkirk First Nation.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Make best efforts to include provisions substantially the same in the YFNFA of Overlapping YFNs.	During YFNFA negotiations
Government	Make best efforts to complete noted YFNFA within 10 years.	
Government	Propose to include provisions in an Overlapping YFNFA which resolve conflicts or inconsistencies in a manner other than that set out in this schedule and seek consent of the SFN.	As required during YFNFA negotiations

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
SFN	Review proposal and notify Government of decision.	Upon receipt of proposal
Government	Incorporate alternate approach. OR	If consent granted
Government	Abandon proposal.	If consent is not granted

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PROJECT:	Traplines in Overlapping Area
RESPONSIBLE PARTY:	SFN, Overlapping YFN
PARTICIPANT/ LIAISON:	None identified
OBLIGATIONS ADDRESSED:	
	Chapter 2, Schedule B
	6.1 A trapline which is situated more than 50 percent in an 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 Traditional Territory of the Selkirk First Nation; or
	6.1.2 the Selkirk First Nation and the Overlapping Yukon First Nation agree.
CROSS REFERENCED CLAUSES:	16.11.0 (all)

Responsibility	Activities	Timing
SFN or Overlapping YFN	Seek agreement of other party to designate a trapline as Category 1.	As required
SFN or Overlapping YFN	Review proposal and respond.	As soon as practicable
SFN	If agreement reached or if more than 50 percent of trapline is in SFN Traditional Territory, designate the trapline.	As necessary

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PROJECT: Consultation on specified matters in Overlapping Area

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Chapter 2, Schedule B

7.1 Government shall Consult with the Selkirk First Nation respecting any matter in an Overlapping Area which may affect the rights of Selkirk People or the Selkirk First Nation set out in this Agreement but which, pursuant to 4.1.1 to 4.1.5, do not apply in an Overlapping Area.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5

Responsibility	Activities	Timing
Government	Notify SFN of matter which may affect rights of Selkirk People or SFN and provide relevant information.	As required
SFN	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 SFN.	As required

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Development of alternative agreements other than as set forth in Chapter 2 Schedule B 2.0 for resolving any overlapping claim, right, title and interest in an Overlapping Area

RESPONSIBLE PARTY: SFN, Government, Overlapping YFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 2, Schedule B

8.1 Nothing in this schedule shall limit the ability of the Selkirk First Nation, Government and an Overlapping Yukon First Nation from developing alternative agreements other than as set forth in 2.0 for resolving any overlapping claim, right, title and interest in an Overlapping Area, and upon such agreement the parties shall amend this schedule accordingly.

8.2 Pending resolution of Overlapping Areas in accordance with 2.0, or completion of an agreement pursuant to 8.1, the Selkirk First Nation, Government and an Overlapping Yukon First Nation may enter into interim administrative arrangements in an Overlapping Area regarding any of the matters identified in 4.1.1 to 4.1.5 inclusive.

8.4 Government and the Selkirk First Nation shall endeavour to develop the alternative agreements referred to in 8.1 within 1 year of the Effective Date of this Agreement.

CROSS REFERENCED CLAUSES: 2.3.5; Chapter 2 Schedule B 2.0 (all), 4.1, 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 8.3

Responsibility	Activities	Timing
SFN, Government and Overlapping YFN	Pending completion of an agreement pursuant to 8.1, enter into interim administrative arrangements in an Overlapping Area regarding any of the matters identified in 4.1.1 to 4.1.5 inclusive.	As necessary
SFN, Government or Overlapping YFN	At discretion, notify other parties of a proposal to develop an alternative agreement other than as set forth in 2.0 for resolving any overlapping claim, right, title and interest in an Overlapping Area.	In sufficient time for an agreement to be developed within 1 year

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Responsibility	Activities	Timing
SFN, Government and Overlapping YFN	Develop alternative agreement other than as set forth in 2.0.	Within 1 year
Parties	If an alternative agreement is concluded, amend Chapter 2 Schedule B accordingly.	As soon as practicable

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PROJECT:	SFN enrollment responsibilities -- After the dissolution of an Enrollment Committee
RESPONSIBLE PARTY:	SFN
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
SFN	Receive documentation from Enrollment Committee.	Upon dissolution of the Enrollment Committee

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

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PROJECT:	Continuation of enrollment
RESPONSIBLE PARTY:	SFN
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

Responsibility	Activities	Timing
SFN	Receive application for enrollment.	After dissolution of Enrollment Committee
SFN	Assess application and notify individual of determination.	Within 120 days of receipt of application

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Responsibility	Activities	Timing
	<u>If application is accepted by SFN within 120 days:</u>	
SFN	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 SFN within 120 days, and an appeal is initiated:</u>	
SFN	Prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator.	As required
SFN and Enrollment Commission or arbitrator	Notify Government of new beneficiary.	If Enrollment Commission or arbitrator confirms eligibility

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PROJECT:	Cancel reservation or notation to Lands Set Aside
RESPONSIBLE PARTY:	Canada (DIAND)
PARTICIPANT/ LIAISON:	SFN

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 SFN on identified parcels.	As soon as practicable after final land selection
Canada (DIAND)	Notify SFN that reservations or notations on Land Set Aside have been cancelled.	As soon as practicable after cancellation

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Identification of other Reserves

RESPONSIBLE PARTY: SFN, Minister of Indian Affairs and Northern Development, Governor in Council, Yukon

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

- 4.3.6.1 Where the Selkirk First Nation submits, prior to the Effective Date of this Agreement, one or more specific claims alleging that land shown as:
- Parcel S-130B/D on Territorial Resource Base Map 115 I/14, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement, including a portion of Lot 1 and a portion of Lot 2, Block AA, Plan 8392 CLSR, 8392 LTO; a portion of Lot 10, Block Z, Plan 8392 CLSR, 8392 LTO; and a portion of the road shown as Road on Plan 8392 CLSR, 8392 LTO, having an area of approximately 0.17 hectare;
- Parcel S-125FS on Territorial Resource Base Map 115 I/14, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement, comprising Lot 5, Group 4, Plan 8890 CLSR, 8890 LTO, having an area of 4.04 hectares, more or less, and that portion of R-18B on Territorial Resource Base Map 115 I/14, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement, comprising the land described in Reservation No. 115I14-0000-00011 being Lot 6, Group 4, Plans 1618, T2616 and 8886 CLSR, 8886 LTO having an area of 64.74 hectares, more or less;
- is a Reserve for the Selkirk First Nation and the Minister of Indian Affairs and Northern Development, as part of settlement of the claim, 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 the Selkirk First Nation, the Selkirk 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 the Selkirk First Nation, that land shall be retained as a Reserve pursuant to 4.1.1.1, and shall cease to be Settlement Land.

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- 4.3.6.2 If the Selkirk 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: 2.3.4, 2.11.8, 4.1.1.1, 5.4.2, SFNSGA 29.0 (all)

Responsibility	Activities	Timing
Minister	Notify SFN that, as part of the settlement of one or more of the identified specific claims, the Minister proposes to recommend to the Governor in Council that it recognize that land to be a Reserve or set it apart as a Reserve.	When attempting to settle a specific claim which has been accepted for negotiation prior to Effective Date
SFN	Review the notice and determine whether to retain the land as Settlement Land or to retain the land as a Reserve.	As soon as practicable after receipt of notice
SFN, Canada, Yukon	If the land is to be retained as a Reserve, enter into negotiations to determine whether, and to what extent, the exceptions and reservations referred to in 5.4.2 apply to that land.	As soon as practicable after receipt of notice
Minister	Once agreement on whether, and to what extent, the exceptions and reservations referred to in 5.4.2 apply to that land has been reached, recommend to Governor in Council that the land be recognized as a Reserve.	As soon as practicable after agreement reached
Governor in Council	Make a determination regarding recognition of land as a Reserve.	As necessary
Parties	Amend SFNFA in accordance with 2.3.4 process.	As soon as practicable after recognition of land as a Reserve by Governor in Council

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PROJECT: Registration of title to Fee Simple Settlement Land

RESPONSIBLE PARTY: Land Titles Office or any successor ("LTO")

PARTICIPANT/ LIAISON: SFN

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
SFN	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, as may be amended from time to time.	As soon as practicable
LTO	Provide SFN 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 SFN 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.

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IMPLEMENTATION PLAN

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

RESPONSIBLE PARTY: Land Titles Office or any successor ("LTO")

PARTICIPANT/ LIAISON: SFN, Mining Recorder

OBLIGATIONS ADDRESSED:

- 5.2.3 Each Yukon First Nation shall register in the LTO 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
SFN	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, as may be amended from time to time.	As soon as practicable
LTO	Provide the SFN 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.

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IMPLEMENTATION PLAN

PROJECT: Define boundaries of Settlement Land; deposit plans of survey in Land Titles Office or any successor ("LTO") and in SFN lands system(s)

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: SFN, 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 LTO 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 Plans, 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 SFN system established under 5.5.1.4.	Upon confirmation of survey plan

Planning Assumption

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.

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IMPLEMENTATION PLAN

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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

Responsibility	Activities	Timing
Government	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 SFN in writing.	As soon as practicable after the Effective Date
Government	Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Settlement Land including Site Specific Settlement Land and advise SFN in writing.	Following confirmation of survey plans for all SFN Site Specific Settlement Land parcels

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
	<u>If royalties and/or non-refunded rents are being collected:</u>	
Government	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
Government	Account for and pay to SFN: <ul style="list-style-type: none">- royalties for production received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right, and/or- non-refunded rents received by Government 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 Government and thereafter, annually on a date agreed upon by Government and the SFN

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.

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PROJECT:	Payment of non-refunded rents -- Category B and Fee Simple Settlement Lands
RESPONSIBLE PARTY:	Government
PARTICIPANT/ LIAISON:	SFN
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

Responsibility	Activities	Timing
Government	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 SFN in writing.	As soon as practicable after the Effective Date
Government	Determine whether any non-refunded rents are being collected in respect of Category B and Fee Simple Settlement Land including Site Specific Settlement Land and advise SFN in writing.	Following confirmation of survey plans for all SFN Site Specific Settlement Land parcels

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Responsibility	Activities	Timing
	<u>If non-refunded rents are being collected:</u>	
Government	Establish system to account for non-refunded rents received by Government 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
Government	Account for and pay to SFN non-refunded rents received by Government 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 Government and thereafter annually on a date agreed upon by Government and the SFN

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.

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PROJECT:	Consultation with SFN -- Encumbering Rights
RESPONSIBLE PARTY:	Government
PARTICIPANT/ LIAISON:	SFN
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: Definition of "Encumbering Right" in 5.6.1 and 5.4.2, 5.6.3, 5.6.4, 5.6.6	

Responsibility	Activities	Timing
SFN, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by SFN 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 SFN, of intention to: - renew or replace an Encumbering Right; - issue a new Encumbering Right; - set Royalty, rent or fee described.	As required
SFN	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

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Responsibility	Activities	Timing
SFN, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by SFN 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 SFN, of intention to: - renew or replace an Encumbering Right; - issue a new Encumbering Right; - set Royalty, rent or fee described.	As required
SFN	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures for Consultation
Government	Notify SFN of outcome.	Within reasonable time as set out in the arrangements and procedures for Consultation

Planning Assumption

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.

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PROJECT: Amendment of terms of Encumbering Rights

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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, 5.6.1, 5.6.2

Responsibility	Activities	Timing
Government	Notify SFN 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
SFN	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

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PROJECT: Cancellation and replacement of Encumbering Rights

RESPONSIBLE PARTY: SFN

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
SFN	Advise Minister that SFN 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 SFN. 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

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Responsibility	Activities	Timing
Minister	If consistent, cancel Encumbering Right.	As soon as practicable
SFN	Replace Encumbering Right with interest provided by SFN.	Upon cancellation of Encumbering Right

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PROJECT: Discovery of information subject to disclosure

RESPONSIBLE PARTY: Government, SFN

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: 5.7.5 (all), 7.5.0 (all)

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Responsibility	Activities	Timing
Government or SFN	Provide other party with information subject to disclosure under 5.7.1.	After ratification of SFNFA, upon becoming aware of information
Government	Declare status under 5.7.4.1. OR	As soon as practicable
Government	Declare status under 5.7.4.2.	As soon as practicable
Government and SFN	Negotiate compensation.	As required if land is declared pursuant to 5.7.4.2
	<u>If no agreement on compensation:</u>	
Government or SFN	Refer matter to Surface Rights Board for determination of compensation pursuant to 7.5.0.	Within a reasonable period of time
Government and SFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

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PROJECT: Reacquisition of Settlement Land
RESPONSIBLE PARTY: SFN
PARTICIPANT/ LIAISON: Land Titles Office or any successor ("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
SFN	Reacquire Settlement Land in fee simple title.	At discretion of SFN
SFN	Register fee simple title at LTO.	Upon reacquisition

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PROJECT: Deregistration of Category A and Category B Settlement Land
RESPONSIBLE PARTY: SFN
PARTICIPANT/ LIAISON: Land Titles Office or any successor ("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

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

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Consent for access to Waterfront Right-of-Way

RESPONSIBLE PARTY: SFN

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

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Consent for establishment of permanent camp or structure on Waterfront Right-of-Way

RESPONSIBLE PARTY: SFN, 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
SFN and/or Government	Receive request to establish permanent camp or structure.	As required
SFN and Government	Consider request, grant or deny consent and notify applicant of determination.	Within a reasonable time following the request

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement

RESPONSIBLE PARTY: SFN, 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; 2.3.6, 6.1.8

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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Right of access for outfitting concession holders

RESPONSIBLE PARTY: Canada, Yukon, SFN

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 the first full spring hunting season subsequent to the Effective Date of this Agreement and during the first full fall hunting season subsequent to the Effective Date of this Agreement and a further right of access to that Settlement Land, for the purpose of removing property, during the thirty days immediately following whichever full hunting season is the later.
- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Selkirk 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.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Canada, Yukon, SFN	Jointly inform outfitting concession holders of rights of access for removal of their property.	No later than 30 days after Effective Date or as soon thereafter as the Parties agree is reasonable
SFN	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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Determining liability of SFN on Undeveloped Settlement Land

RESPONSIBLE PARTY: SFN

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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

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

RESPONSIBLE PARTY: SFN

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 or to any improvement on Settlement Land as a result of the entry.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
SFN	Develop procedures regarding monitoring/reporting damage.	After Effective Date
SFN	Respond to report of damage. Assess extent of damage.	As soon as practicable after report is received
SFN	At discretion, request compensation for damage.	As soon as practicable after determining extent of damage
SFN	Attempt to negotiate settlement.	As necessary

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Conditions of access

RESPONSIBLE PARTY: SFN

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, 6.1.7, 6.3.1, 6.3.2, 6.3.7, 6.6.0 (all)

Responsibility	Activities	Timing
SFN	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>	
SFN	At discretion, refer to Surface Rights Board pursuant to 6.3.7 or to court.	Within a reasonable period of time
SFN	Prepare for and participate in Surface Rights Board or court process.	In accordance with Surface Rights Board or court rules

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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

RESPONSIBLE PARTY: SFN, 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, 2.3.6, 6.1.2, SFNFA Appendix A 3.2.2

Responsibility	Activities	Timing
SFN 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
SFN or Yukon or Canada (other 2 parties)	Review proposal and respond to initiating party.	Within a reasonable period of time
SFN, Yukon, Canada	Attempt to reach three party agreement through negotiation.	
SFN, Yukon, Canada	Amend SFNFA as set out in 2.3.5.	If amendment required
SFN	Register changed designation in SFN land registry system.	
Government	Record changed designation.	

Planning Assumption

1. Maps of Settlement Land may have to 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:** SFN
- 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, Chapter 7, 9.6.1

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
SFN	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 SFNFA pursuant to 2.3.5.	As required

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Right of access to cross Undeveloped Settlement Land

RESPONSIBLE PARTY: SFN

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, 6.3.2, 6.3.4

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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

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

RESPONSIBLE PARTY: SFN

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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Reference to Surface Rights Board

RESPONSIBLE PARTY: SFN

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
SFN, 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 SFN and Government under 6.6.0 to Surface Rights Board for resolution.	As required
SFN, affected Person	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules
SFN, affected Person	If an order is issued by the Surface Rights Board, comply with order.	As necessary

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

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

RESPONSIBLE PARTY: Government, its agents or contractors

PARTICIPANT/ LIAISON: SFN

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)

Responsibility	Activities	Timing
Government, its agents or contractors	Where reasonable, notify SFN before exercising any right of access to enter, cross and stay on SFN 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
SFN	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
SFN or Government	At discretion, initiate negotiations.	If no terms and conditions negotiated

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
Government, its agents or contractors	Where reasonable, notify SFN before exercising any right of access to enter, cross and stay on SFN 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

SFN Monitor access.

Planning Assumption

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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

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:	SFN

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)

Responsibility	Activities	Timing
Government, its agents or contractors	Notify SFN 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
SFN	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

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
SFN	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
SFN	Monitor access.	During and after access

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Exercise of right of access by Person authorized by Law for no more than 120 days
RESPONSIBLE PARTY:	Person authorized by Law
PARTICIPANT/ LIAISON:	SFN

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 SFN of intention to exercise right of access, including brief description of activity and project or program and anticipated length of access.	Prior to access
SFN	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 SFN.	Prior to access
Person authorized by Law	Exercise access (as may be adjusted by agreement with SFN).	After consideration of SFN views

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
SFN	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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

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:	SFN

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 SFN 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
SFN	Review notification and notify authority of decision	Within a reasonable period of time after notification
Person authorized by Law	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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
SFN	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
SFN	Monitor access.	During and after access

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Liability for damage to Settlement Land
RESPONSIBLE PARTY:	SFN
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
SFN	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 SFN any significant damage to Settlement Land.	As soon as practicable after damage is caused
SFN	Assess extent of damage to Settlement Land or improvements to its Settlement Land.	As soon as practicable after receipt of report
	<u>If SFN makes determination to seek compensation:</u>	
	Request compensation for damage after receiving report of damage.	As necessary

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
SFN 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

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT:	Department of National Defence ("DND") right of access
RESPONSIBLE PARTY:	Canada (DND), SFN
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 SFN for access to its Undeveloped Settlement Land for military manoeuvres.	As required, prior to exercise of right of access
SFN	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
SFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

**SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
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

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT:	Establishment of terms and conditions of access by SFN
RESPONSIBLE PARTY:	SFN
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
SFN	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
SFN, Government	Attempt to negotiate terms and conditions for the exercise of a right of access listed above.	Within reasonable time after notification by SFN

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
<u>If no negotiated agreement:</u>		
SFN	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
SFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Expropriation -- Location and extent
RESPONSIBLE PARTY:	Expropriating Authority
PARTICIPANT/ LIAISON:	SFN, 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.
7.7.1	Where Settlement Land is expropriated pursuant to the <u>National Energy Board Act</u> , R.S.C. 1985, c. N-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 <u>National Energy Board Act</u> , R.S.C. 1985, c. N-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 at include at least one nominee of the Affected Yukon First Nation.

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

Responsibility	Activities	Timing
Expropriating Authority	Notify SFN of proposal to acquire or expropriate Settlement Land.	As required

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
SFN and Expropriating Authority	Prepare for negotiations.	Upon receipt of notice
Expropriating Authority and SFN	Negotiate location and extent of land to be acquired or expropriated.	At a time agreeable to the parties
SFN	If there is an objection filed by SFN, prepare for and participate in public hearing process pursuant to 7.6.0 or the public hearing in accordance with Legislation.	Upon notice
Expropriating Authority	If, following the public hearing process, the Expropriating Authority intends to proceed, notify SFN of intention to seek authority to expropriate.	At its discretion after public hearing is complete
Expropriating Authority	Seek Governor in Council or Commissioner in Executive Council authority to expropriate.	Prior to expropriating
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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Expropriation -- Compensation
RESPONSIBLE PARTY:	Expropriating Authority
PARTICIPANT/ LIAISON:	SFN, 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 ... provisions [of 7.5.2] shall apply...[see SFNFA for the remainder of this clause]

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

Responsibility	Activities	Timing
Expropriating Authority	Notify SFN of desire to negotiate compensation.	As required in conjunction with an expropriation
SFN	Prepare for negotiations.	Upon receipt of notice
SFN and Expropriating Authority	Negotiate compensation.	At a time agreeable to the parties
<u>If no agreement on compensation:</u>		
SFN 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

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
SFN 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.

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT:	Inclusion of SFN nominee(s) on board, committee or other panel authorized by the <u>National Energy Board Act</u>
RESPONSIBLE PARTY:	National Energy Board
PARTICIPANT/ LIAISON:	SFN

OBLIGATIONS ADDRESSED:

- 7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. N-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. N-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: None identified

Responsibility	Activities	Timing
National Energy Board	Notify SFN that a board, committee or other body is being established and request nominee(s).	As required
SFN	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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Granite Canyon Hydro Project

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

- 7.8.1.1 Government has identified in the Traditional Territory of the Selkirk First Nation, on Territorial Resource Base Maps 105 L/13 and 115 I/16, dated July 21, 1997 in Appendix B - Maps, which forms a separate volume to this Agreement, the Granite Canyon Hydro Project as a hydro-electric or water storage project site pursuant to 7.8.1.
- 7.8.1.2 Government shall, at regular ten year intervals, commencing in the tenth year following the year of the Effective Date of this Agreement, Consult with the Selkirk First Nation on the status of the Granite Canyon Hydro Project.
- 7.8.1.3 For greater certainty, Government shall not be deemed to have relinquished the Granite Canyon Hydro Project as an identified hydro-electric or water storage project pursuant to 7.8.1 by reason only that it failed to Consult with the Selkirk First Nation pursuant to 7.8.1.2.
- 7.8.1.4 If Government decides to relinquish the Granite Canyon Hydro Project as an identified hydro-electric or water storage project pursuant to 7.8.1, Government shall notify the Selkirk First Nation of that decision and thereafter, 7.8.1.1 to 7.8.1.4 of this Chapter and 5.14 to 5.17 of Schedule A, Part I of Chapter 22 - Economic Development Measures, shall be of no further force or effect.

CROSS REFERENCED CLAUSES: 7.8.1.3; Chapter 22 Schedule A Part I 5.13.1, 5.14, 5.15, 5.16, 5.17

Responsibility	Activities	Timing
Yukon	In the event Yukon decides to relinquish the Granite Canyon Hydro Project as an identified hydro-electric project or water storage project pursuant to 7.8.1, notify SFN.	As soon as practicable following the decision

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
	<u>If Yukon has not relinquished the Granite Canyon Hydro Project as an identified hydro-electric project or water storage project pursuant to 7.8.1:</u>	
Government	Notify SFN regarding the status of the Granite Canyon Hydro Project and provide relevant details.	At regular ten year intervals commencing in the tenth year following the year of the Effective Date
SFN	Prepare and present views to Government.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of the views of SFN. Notify SFN of the outcome.	As soon as practicable

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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

RESPONSIBLE PARTY: Authority exercising Flooding Right

PARTICIPANT/ LIAISON: SFN

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), 7.5.2 (all), 7.8.1 (all), 7.8.2

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

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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

RESPONSIBLE PARTY: Authority exercising a Flooding Right

PARTICIPANT/ LIAISON: SFN, 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

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

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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.

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Land exchange

RESPONSIBLE PARTY: Canada, Yukon, SFN

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.

CROSS REFERENCED CLAUSES: 2.3.5 (all)

Responsibility	Activities	Timing
Canada, Yukon, or SFN	At the discretion of any party, propose a land exchange.	After the Effective Date
Canada, Yukon and SFN	Review proposal and negotiate exchange.	If the Parties agree
Canada, Yukon and SFN	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.

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: Selkirk Renewable Resources Council ("RRC"), Yukon Heritage Resources Board ("YHRB")

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.
- 10.3.3.1 Nothing in 10.3.3 shall be construed to prevent Government from informing the Selkirk First Nation of a proposal to establish a Special Management Area.
- 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.
- 10.3.4.1 Nothing in 10.3.4 shall be construed to prevent Government from informing the Selkirk First Nation of a proposal referred to in 10.3.4.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.1; 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.0 (all)

Responsibility	Activities	Timing
Government	Forward proposal for a Special Management Area to the RRC or YHRB.	If proposing the establishment of a Special Management Area that does not include Settlement Land
RRC or YHRB	Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposal.	As required within reasonable time period
Government	Review recommendations of RRC or YHRB.	

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

Responsibility	Activities	Timing
Government	Establish Special Management Area (after consideration of 10.4.1).	At discretion of Government

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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

RESPONSIBLE PARTY: Government

PARTICIPANT/LIAISON: Selkirk Renewable Resources Council ("RRC"), Yukon Heritage Resources Board ("YHRB")

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.
- 10.3.3.1 Nothing in 10.3.3 shall be construed to prevent Government from informing the Selkirk First Nation of a proposal to establish a Special Management Area.
- 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.
- 10.3.4.1 Nothing in 10.3.4 shall be construed to prevent Government from informing the Selkirk First Nation of a proposal referred to in 10.3.4.
- 10.3.5 A Special Management Area may not include Settlement Land without the consent of the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.1; 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.0 (all)

Responsibility	Activities	Timing
Government	Forward proposal for a Special Management Area to the SFN.	If proposing the establishment of a Special Management Area that includes Settlement Land
SFN	Grant or deny consent to include Settlement Land in Special Management Area.	Within a reasonable time following receipt of proposal

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

Responsibility	Activities	Timing
Government	If SFN consents to proposal, forward proposal to the RRC or YHRB.	Following receipt of SFN consent to the inclusion of Settlement Land in the proposed Special Management Area
RRC or YHRB	Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposal.	Within reasonable time following receipt of the proposal
Government	Review recommendations of RRC or YHRB.	Following receipt of recommendations
Government	Establish Special Management Area (after consideration of 10.4.1).	At discretion of Government

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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.

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

CROSS REFERENCED CLAUSES: 10.3.3, 10.3.4, 10.4.5, 10.4.8, 10.4.9, 26.4.0

Responsibility	Activities	Timing
Government	Forward proposal for Special Management Area to SFN.	When Government proposes to establish a Special Management Area in the SFN Traditional Territory
SFN	Review Special Management Area proposal for impact on SFN rights under the SFNFA. Provide comments to Government regarding proposal for Special Management Area.	Within reasonable period of time
SFN, Government	Negotiate an agreement pursuant to 10.4.1.	At the request of any party
Government	At discretion, establish Special Management Area.	If agreement is reached
SFN, Government	At discretion, refer outstanding issues to mediation under 26.4.0.	If no agreement is reached

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 Resource Council or to the Yukon Heritage Resources Board at an appropriate time.

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Access to Special Management Area by Yukon Indian Person

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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 SFN that access by a Yukon Indian Person to a Special Management Area within SFN Traditional Territory is proposed to be limited or prohibited for reasons of Conservation, public health or safety. Provide details.	As required
SFN	Prepare and present views to Government regarding reasons for limiting or prohibiting access.	Within a reasonable period of time
Government	Provide full and fair consideration of SFN views and provide response to SFN.	As necessary
SFN	At discretion, publish information to its citizens.	

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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

RESPONSIBLE PARTY: SFN, 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, SFN	At discretion, propose negotiations pursuant to 10.4.1.	After the establishment of a Special Management Area pursuant to 10.4.4
Government, SFN	Enter negotiations.	If parties agree to negotiate

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Amendment to Special Management Area agreement negotiated pursuant to 10.4.1

RESPONSIBLE PARTY: SFN, 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

Responsibility	Activities	Timing
SFN 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
SFN or Government (other party)	Review and respond to proposed amendment.	Within reasonable period of time
SFN, Government	Amend Special Management Area agreement.	If parties agree

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Appending Special Management Area agreement negotiated pursuant to 10.4.1 to SFNFA

RESPONSIBLE PARTY: SFN, 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, 2.3.6, 10.4.1, 10.4.6

Responsibility	Activities	Timing
SFN or Canada or Yukon	Propose that Special Management Area agreement negotiated under 10.4.1 be appended to and form part of the SFNFA.	At discretion of any party
SFN, Canada, Yukon	Review implications of appending Special Management Area agreement to SFNFA.	
SFN, Canada, Yukon	Append Special Management Area agreement to SFNFA pursuant to amending process under 2.3.4, 2.3.5 and 2.3.6.	If Parties agree to append to SFNFA
SFN, Canada, Yukon	Amend implementation plan.	As required

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Preparation of management plan for each Special Management Area established pursuant to the SFNFA
RESPONSIBLE PARTY:	Government
PARTICIPANT/ LIAISON:	Renewable Resources Council ("RRC"), Yukon Heritage Resources Board ("YHRB")
OBLIGATIONS ADDRESSED:	
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: Chapter 2 Schedule B 4.1, 4.1.1; 10.4.1 (all), 10.6.1 (all), 10.7.1, 16.5.4, 16.8.0 (all)	

Responsibility	Activities	Timing
Government	Prepare a draft management plan if Special Management Area established.	Best efforts within five years of establishment of Special Management Area

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	Forward draft management plan for Special Management Area to RRC or YHRB.	Prior to approval
RRC or YHRB	Review draft management plan. Prepare and forward recommendations to Government.	Within a reasonable period of time
Government	Consider recommendations of RRC or YHRB and incorporate into draft management plan as determined by Government. Follow procedure under 16.8.0, if recommendation comes from RRC.	As necessary
Government	Adopt management plan.	At discretion of Minister
Government	Initiate review of management plan.	Within 10 years following adoption of management plan

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Transfer of rights, obligations and liabilities set out for the Ddhaw Ghro Habitat Protection Area ("Area") to other entities

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: First Nation of Nacho Nyak Dun ("NNDFN"), Little Salmon/Carmacks First Nation ("LSCFN"), other Yukon First Nations, Canada, Yukon

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule A

3.1 For greater certainty, the Selkirk First Nation may cause any of its rights, obligations and liabilities set out in this schedule to be held or performed on its behalf by an entity comprised of the Selkirk First Nation, the First Nation of Nacho Nyak Dun, the Little Salmon/Carmacks First Nation or other Yukon First Nations, in accordance with 2.11.7 of Chapter 2 - General Provisions.

CROSS REFERENCED CLAUSES: 2.11.7

Responsibility	Activities	Timing
SFN	At discretion, transfer any of its rights, obligations and liabilities set out in this schedule and related to this Area to an entity comprised of NNDFN, LSCFN, or other YFN(s).	At any time
SFN	Notify Canada, Yukon, NNDFN and/or LSCFN, as appropriate.	As soon as practicable after the transfer

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Designation of the Ddhaw Ghro Habitat Protection Area ("Area")

RESPONSIBLE PARTY: SFN, First Nation of Nacho Nyak Dun ("NNDFN"), Yukon, Canada

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule A

- 4.1 The boundaries of the Area shall be as set out on map "Ddhaw Ghro Habitat Protection Area, (DGHPA)" in Appendix B - Maps, which forms a separate volume to this Agreement and which for greater certainty includes Parcel S-60B/D and excludes Parcels R-27A and S-116A/D.
- 4.2 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, as soon as practicable after the Effective Date of this Agreement.
- 4.3 As soon as practicable after the transfer referred to in 4.2, the Yukon shall designate the Area as a protected habitat area pursuant to the Wildlife Act, R.S.Y. 1986, c.178.
- 4.4 The designation as a protected habitat area shall not be removed from any part of the Area except with the agreement of Government, the Selkirk First Nation and the First Nation of Nacho Nyak Dun.
- 4.6 Subject to 4.6.1, Canada shall withdraw the mines and minerals in the Area from locating, prospecting or mining under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, from exploration and development under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, and from staking out a location for the mining of coal and from issuance of a licence to explore for coal pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7, for 24 months from the Effective Date of this Agreement or until a management plan is approved under 7.0, whichever is earlier.
- 4.6.1 The withdrawal shall be subject to:
- 4.6.1.1 recorded mineral claims and leases under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and recorded placer mining claims and leases to prospect under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, existing on the Effective Date;
- 4.6.1.2 oil and gas rights, interests and privileges under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, existing on the Effective Date;

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

OBLIGATIONS ADDRESSED:

- 4.6.1.3 rights granted under section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-7, existing on the Effective Date; and
- 4.6.1.4 new licenses, permits or other rights which may be granted in respect of an interest described in 4.6.1.1, 4.6.1.2, or 4.6.1.3.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 7.0 (all)

Responsibility	Activities	Timing
Canada	Subject to 4.6.1, withdraw the mines and minerals in the Area from locating, prospecting or mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c. Y-3, from exploration and development under the <u>Canadian Petroleum Resources Act</u> , R.S.C. 1985 (2d Supp.), c. 36 and from staking out a location for the mining of coal or from the issuance of a license to explore for coal pursuant to the <u>Territorial Lands Act</u> , R.S.C. 1985, c. T-7, for 24 months from the Effective Date of this Agreement or until a management plan is approved pursuant to 7.0, whichever is earlier.	By the Effective Date
Canada	Notify SFN, NNDFN and Yukon of withdrawal.	As soon as practicable after withdrawal
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 the other parties of the transfer.	As soon as practicable after the transfer

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

Responsibility	Activities	Timing
Yukon	Designate the Area as a protected habitat area pursuant to the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178.	As soon as practicable after the transfer from Canada
Yukon	Notify SFN, NNDFN and Canada of designation of the Area.	As soon as practicable after designation
Government, SFN or NNDFN	If making a proposal to remove the designation as a protected habitat area pursuant to the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178, from any part of the Area, forward the proposal to the other parties.	As necessary
Government and/or SFN and/or NNDFN	Consider the proposal.	Within a reasonable period of time
Yukon	If Government, SFN, and NNDFN agree, remove the designation from the part of the Area.	As necessary

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Expansion of boundaries of the Ddhaw Ghro Habitat Protection Area ("Area")

RESPONSIBLE PARTY: SFN, First Nation of Nacho Nyak Dun ("NNDFN"), Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule A

4.5 Government, the Selkirk First Nation and the First Nation of Nacho Nyak Dun may agree to expand the boundaries of the Area.

4.5.1 The boundaries of the Area shall not be altered except with the agreement of Government, the Selkirk First Nation and the First Nation of Nacho Nyak Dun.

4.5.2 Government, the Selkirk First Nation or the First Nation of Nacho Nyak Dun may, at any time, request the others to consider an expansion to the boundaries of the Area, in which case the parties shall, within 90 days of receiving the request, advise each other of the manner in which each wishes to address the request.

4.5.3 The identification of any expanded boundaries shall be guided by the objectives of and considerations consistent with this schedule.

4.5.4 Except as provided for under 4.5.5, the provisions of this schedule shall apply to any area added as a result of the boundary expansion (the "Additional Area").

4.5.5 The public harvesting of Wildlife in the Additional Area shall be addressed in the agreement to expand the boundaries.

4.5.6 The Additional Area may, for the purposes of this schedule, be designated by a name other than Ddhaw Ghro Habitat Protection Area.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 4.1

Responsibility	Activities	Timing
Government, SFN or NNDFN	If making a proposal to expand the boundaries of the Area, forward the proposal to the other parties.	As necessary

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government and/or SFN and/or NNDFN	Consider the proposal and advise each other of the manner in which each wishes to address the request.	Within 90 days of receiving the proposal
Yukon	If Government, SFN, and NNDFN agree to expand the boundaries of the Area, amend the designation of the Area pursuant to the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178.	As necessary

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Little Salmon/Carmacks People right to harvest within the Ddhaw Ghro Habitat Protection Area ("Area")

RESPONSIBLE PARTY: SFN, First Nation of Nacho Nyak Dun ("NNDFN")

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule A

5.2 For greater certainty:

5.2.2 Little Salmon/Carmacks People have the right to harvest within the Area in accordance with 16.4.0 with the consent of the Selkirk First Nation or the First Nation of Nacho Nyak Dun pursuant to 16.5.0 of Chapter 16 - Fish and Wildlife, of this Agreement or of the First Nation of Nacho Nyak Dun Final Agreement, as the case may be.

CROSS REFERENCED CLAUSES: 16.4.0 (all), 16.5.0 (all), NNDFN Final Agreement

Responsibility	Activities	Timing
SFN or NNDFN	If consent is requested by Little Salmon/Carmacks People to harvest within the Area, grant or deny consent. If consent is granted, provide proof in accordance with 16.4.7.	As necessary
SFN or NNDFN	Notify other party (SFN or NNDFN as appropriate).	Within a reasonable period of time

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Management plan for Ddhaw Ghro Habitat Protection Area ("Area")

RESPONSIBLE PARTY: SFN, First Nation of Nacho Nyak Dun ("NNDFN"), Government

PARTICIPANT/ LIAISON:

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule A

6.1 A management plan shall be prepared for the Area.

6.2 A steering committee shall be established to prepare the management plan referred to in 6.1.

6.2.1 The steering committee shall be comprised of six members of whom two shall be nominated by Government, two shall be nominated by the Selkirk First Nation and two shall be nominated by the First Nation of Nacho Nyak Dun.

6.2.2 Upon request by the steering committee, Government, the Selkirk First Nation and the First Nation of Nacho Nyak Dun shall make available to the steering committee information in their possession reasonably required for the steering committee to carry out its functions under this schedule.

6.6 The steering committee shall make best efforts to recommend the management plan to the Minister, the Selkirk First Nation and the First Nation of Nacho Nyak Dun within two years of the Effective Date of this Agreement.

6.6.1 If the members of the steering committee are unable to reach agreement on the provisions to be included in the management plan, the Minister, the Selkirk First Nation or the First Nation of Nacho Nyak Dun may refer the matter to dispute resolution pursuant to 26.4.0.

7.1 Within 90 days of receipt of the management plan, the Minister, the Selkirk First Nation and the First Nation of Nacho Nyak Dun shall each decide whether to accept, vary or set aside the provisions set out therein.

7.2 Government, the Selkirk First Nation and the First Nation of Nacho Nyak Dun shall jointly review their decisions under 7.1.

7.3 Where the provisions set out in the management plan are accepted by the Minister, the Selkirk First Nation and the First Nation of Nacho Nyak Dun, such management plan shall be the "Approved Management Plan".

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

OBLIGATIONS ADDRESSED:

7.4 Where the Minister, the Selkirk First Nation and the First Nation of Nacho Nyak Dun do not agree on the provisions set out in the management plan, any of them may refer the matter to the dispute resolution process under 26.4.0.

7.5 In the event the dispute referred to the dispute resolution process under 7.4 is not resolved, the Minister may accept, vary or set aside the provisions set out in the management plan and the decision of the Minister shall be forwarded to the Selkirk First Nation and to the First Nation of Nacho Nyak Dun.

7.6 The management plan accepted pursuant to the process set out in 7.4 or decided upon under 7.5 shall be the "Approved Management Plan".

CROSS REFERENCED CLAUSES: 2.11.8, 10.7.1; Chapter 10 Schedule A 6.3, 6.4 (all), 6.5, 26.4.0(all)

Responsibility	Activities	Timing
SFN, NNDFN Government	Establish the steering committee comprised of two members nominated by the SFN, two members nominated by the NNDFN and two members nominated by Government.	As soon as practicable after Effective Date
Steering committee	Prepare a workplan for development of the management plan.	As soon as practicable after establishment of the steering committee
Steering committee	Develop the management plan.	In accordance with the timelines identified in the workplan
SFN, NNDFN or Minister	If the members of the steering committee are unable to reach agreement on the provisions to be included in the management plan, refer to dispute resolution pursuant to 26.4.0.	As necessary

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

Responsibility	Activities	Timing
Steering committee	Recommend the management plan to SFN, NNDFN and the Minister.	Best efforts within 2 years of the Effective Date, consistent with the workplan
SFN, NNDFN and Minister	Each determine whether to approve, vary or set aside the recommendations set out in the management plan.	Within 90 days of receipt of the management plan
SFN, NNDFN and Minister	Jointly review their decisions under 7.1.	As soon as practicable
SFN, NNDFN and Minister	Where the recommendations set out in the management plan are accepted by the parties, approve the management plan.	As soon as practicable
SFN, NNDFN and Minister	If parties are unable to agree on the provisions of the management plan, refer the dispute to the dispute resolution process under 26.4.0.	As necessary
	<u>In the event that the dispute referred to the dispute resolution process under 7.4 is not resolved:</u>	
Minister	At discretion, accept, vary or set aside the provisions set out in the management plan and forward decision regarding the recommendations to SFN and NNDFN.	As necessary

Planning Assumption

1. The workplan discussions during the initial meeting will identify timelines, budgetary and other resources required and each party's participation in the process of developing the management plan.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Management of the Ddhaw Ghro Habitat Protection Area ("Area") and implementation of the Approved Management Plan for the Area

RESPONSIBLE PARTY: SFN, First Nation of Nacho Nyak Dun ("NNDFN"), Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule A

8.1 The Area shall be managed in accordance with the Wildlife Act, R.S.Y. 1986, c.178 and the Approved Management Plan.

8.2 Government, the Selkirk First Nation and the First Nation of Nacho Nyak Dun shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

9.1 In the period prior to the implementation of the Approved Management Plan, the Area shall be managed in a manner consistent with the objectives of this schedule.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 7.3, 7.6, 11.1

Responsibility	Activities	Timing
SFN, NNDFN, Government	Consider mechanisms or agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.	As necessary
SFN, NNDFN, Government	At discretion, develop mechanisms or enter into agreements regarding co-operative implementation and monitoring.	As necessary
SFN, NNDFN, Government	Manage the Area in a manner consistent with the objectives of this schedule.	Prior to the implementation of the Approved Management Plan
SFN, NNDFN, Government	Manage the Area in accordance with the Approved Management Plan and the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178.	Upon implementation of the Approved Management Plan

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Review of the Approved Management Plan for Ddhaw Ghro Special Management Area

RESPONSIBLE PARTY: SFN, First Nation of Nacho Nyak Dun ("NNDFN"), Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule A

8.3 Government, the Selkirk First Nation and the First Nation of Nacho Nyak Dun shall jointly review the Approved Management Plan and its implementation no later than five years after its initial approval and shall consider the need for review at least every five years thereafter, provided that there shall be a joint review at least every 10 years.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
SFN, NNDFN, Government	Establish terms of reference for a joint review of the Approved Management Plan, and identify resources required to undertake the review.	In or before the fourth year following the completion of the Approved Management Plan as needed so that resource requirements can be addressed in the parties' budgets for the following year(s)
SFN, NNDFN, Government	Complete review as agreed.	No later than five years after the completion of the Approved Management Plan
SFN, NNDFN, Government	Consider the need for a subsequent review of the Approved Management Plan.	At least every five years

Planning Assumptions

1. The first and second activities will repeat for all subsequent reviews, adjusting timing as required, provided that a joint review is undertaken at least every ten years.
2. The terms of reference discussions will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.

PROJECT: Management plan for Ta'tla Mun Special Management Area ("Area")

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule B

5.1 A management plan shall be prepared for Ta'tla Mun.

5.2 A steering committee shall be established to prepare the management plan referred to in 5.1.

5.2.1 The steering committee shall be comprised of four members of whom two shall be nominated by Government and two shall be nominated by the Selkirk First Nation.

5.3 The steering committee shall make best efforts to recommend the management plan to Government and the Selkirk First Nation within one year of the Effective Date of this Agreement.

5.3.1 If the members of the steering committee are unable to reach agreement on the provisions to be included in the management plan, Government or the Selkirk First Nation may refer the matter to dispute resolution pursuant to 26.4.0.

7.1 Within 90 days of receipt of the management plan, the Minister and the Selkirk First Nation, shall each decide whether to accept, vary or set aside the provisions set out therein.

7.2 Government and the Selkirk First Nation shall jointly review their decisions under 7.1.

7.3 Where the provisions set out in the management plan are accepted by the Minister and the Selkirk First Nation, such management plan shall be the "Approved Management Plan".

7.4 Where the Minister and the Selkirk First Nation do not agree on the provisions set out in the management plan, Government and the Selkirk First Nation shall make reasonable efforts to reach a consensus on the matter, failing which either of them may refer the matter to the dispute resolution process under 26.4.0.

7.5 If the matter referred to the dispute resolution process under 7.4 is not resolved, the Minister may accept, vary or set aside the provisions set out in the management plan and the decision of the Minister shall be forwarded to the Selkirk First Nation.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

7.6 The management plan accepted pursuant to the processes set out in 7.4 or decided upon under 7.5 shall be the "Approved Management Plan".

CROSS REFERENCED CLAUSES: 2.11.8, 10.7.1; Chapter 10 Schedule B 5.4, 5.5, 5.6 (all), 26.4.0(all)

Responsibility	Activities	Timing
SFN, Government	Establish the steering committee comprised of two members nominated by the SFN and two members nominated by Government.	As soon as practicable after Effective Date
Steering committee	Prepare a workplan for development of the management plan.	As soon as practicable after establishment of the steering committee
Steering committee	Develop the management plan.	In accordance with the timelines identified in the workplan
SFN or Government	If the members of the steering committee are unable to reach agreement on the provisions to be included in the management plan, refer to dispute resolution pursuant to 26.4.0.	As necessary
Steering committee	Recommend the management plan to SFN and Government.	Best efforts within 1 year of the Effective Date, consistent with the workplan
SFN, Minister	Each determine whether to approve, vary or set aside the recommendations set out in the management plan.	Within 90 days of receipt of the management plan
SFN, Government	Jointly review their decisions under 7.1.	As soon as practicable

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
SFN, Minister	Where the recommendations set out in the management plan are accepted by the parties, approve the management plan.	As soon as practicable
SFN, Minister	If parties are unable to agree on the provisions of the management plan, make reasonable efforts to reach consensus on the dispute, failing which either may refer the dispute to the dispute resolution process under 26.4.0.	As necessary
	<u>In the event that the dispute referred to the dispute resolution process under 26.4.0 is not resolved:</u>	
Minister	At discretion, accept, vary or set aside the provisions set out in the management plan and forward decision regarding the recommendations to SFN.	As necessary

Planning Assumption

1. The workplan discussions will identify timelines, budgetary and other resources required and each party's participation in the process of developing the management plan.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Right of first refusal regarding commercial freshwater sports fishing licenses or permits applicable to Ta'tla Mun Special Management Area

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule B

6.1 In the event a licensing or permitting regime in respect of a sector of the commercial freshwater sports fishing industry applicable to Ta'tla Mun is established and Government places a limit upon the number of such licenses or permits to be issued in respect of Ta'tla Mun, the Selkirk First Nation shall have a right of first refusal to acquire a portion of those licenses or permits as follows:

6.1.1 in the first year that Government places the limit, Government shall offer to the Selkirk First Nation in respect of Ta'tla Mun:

- 6.1.1.1 25 percent of the licenses or permits to be issued, less the number of licenses or permits required to allow existing operations which are held by Selkirk Firms to operate at their then existing level at Ta'tla Mun; or
- 6.1.1.2 the number of licenses or permits that remain after the then existing operations at Ta'tla Mun have been issued the licenses or permits that are required to allow them to operate at their then existing level,

whichever is less; and

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

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 6.2, 6.3, 6.4, 6.5

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
	<u>If commercial freshwater sports fishing licensing or permitting regime is established and Government places a limit upon the number of such licenses or permits to be issued in respect of Ta'tla Mun:</u>	
Government	Offer SFN the number of licenses or permits pursuant to 6.1.1.1 or 6.1.1.2, whichever is less.	As necessary in the first year after Government places a limit on the number of such licenses or permits
Government	Offer to the SFN any new licenses or permits issued from time to time, until SFN and Selkirk Firms together have been issued 25 percent of the licenses or permits issued from time to time.	As necessary in the second year and in each year thereafter

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Management of Ta'tla Mun Special Management Area and implementation of the Approved Management Plan for the Area

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule B

8.1 Ta'tla Mun shall be managed in accordance with the Approved Management Plan.

8.2 Government and the Selkirk First Nation shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

8.4 In the period prior to the implementation of the Approved Management Plan, Ta'tla Mun shall be managed in a manner consistent with the objectives of this schedule.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule B 7.3, 7.6

Responsibility	Activities	Timing
SFN, Government	Consider mechanisms or agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.	As soon as practicable
SFN, Government	At discretion, develop mechanisms or enter into agreements regarding co-operative implementation and monitoring.	As necessary
SFN, Government	Manage the Area in a manner consistent with the objectives of this schedule.	Prior to the implementation of the Approved Management Plan
SFN, Government	Manage the Area in accordance with the Approved Management Plan.	Upon implementation of the Approved Management Plan

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Review of the Approved Management Plan for the Ta'tla Mun Special Management Area

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule B

8.3 Government and the Selkirk First Nation shall jointly review the Approved Management Plan and its implementation no later than three years after its initial approval and shall consider the need for review at least every five years thereafter, provided that there shall be a joint review at least every 10 years.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
SFN, Government	Establish terms of reference for a joint review of the Approved Management Plan, and identify resources required to undertake the review.	In the second year following the completion of the Approved Management Plan as needed so that resource requirements can be addressed in the parties' budgets for the third year
SFN, Government	Complete review as agreed.	No later than three years after the completion of the Approved Management Plan
SFN, Government	Consider the need for a subsequent review of the Approved Management Plan.	At least every five years

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Planning Assumptions

- 1. The first and second activities will repeat for all subsequent reviews, adjusting timing as required, provided that a joint review is undertaken at least every ten years.
- 2. The terms of reference discussions will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Designation of the Lhutsaw Wetland Habitat Protection Area ("Area")
RESPONSIBLE PARTY: SFN, Yukon, Canada
PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule C

- 1.1 The boundaries of the Lhutsaw Wetland Habitat Protection Area (the "Area") shall be as set out on map "Lhutsaw Wetland Habitat Protection Area, (LWHPA)" in Appendix B - Maps, which forms a separate volume to this Agreement.
 - 1.1.1 For greater certainty, the Area comprises that portion of Parcel R-3A and the whole of Parcel S-122B and that portion of Non-Settlement Land designated as Lhutsaw Wetland Habitat Protection Area on Territorial Resource Base Maps 115 I/10 and 115 I/15 dated July 21, 1997 in Appendix B - Maps, which forms a separate volume to this Agreement.
- 1.2 The Yukon shall designate the Area as a protected habitat area pursuant to the Wildlife Act, R.S.Y. 1986, c.178 as soon as practicable after the Effective Date of this Agreement.
- 1.3 The designation as a protected habitat area shall not be removed from any part of the Area except with the agreement of Government and the Selkirk First Nation.
- 1.4 Subject to 1.4.1, Canada shall withdraw the mines and minerals in the Non-Settlement Land portions of the Area from locating, prospecting or mining under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, from exploration and development under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, and from staking out a location for the mining of coal and from issuance of a licence to explore for coal pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7, for 24 months from the Effective Date of this Agreement or until a management plan is approved under 5.0, whichever is earlier.
 - 1.4.1 The withdrawal shall be subject to:
 - 1.4.1.1 recorded mineral claims and leases under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and recorded placer mining claims and leases to prospect under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, existing on the Effective Date;

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

OBLIGATIONS ADDRESSED:

- 1.4.1.2 oil and gas rights, interests and privileges under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, existing on the Effective Date;
- 1.4.1.3 rights granted under section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-7, existing on the Effective Date; and
- 1.4.1.4 new licenses, permits or other rights which may be granted in respect of an interest described in 1.4.1.1, 1.4.1.2 or 1.4.1.3.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 5.0 (all)

Responsibility	Activities	Timing
Canada	Subject to 1.4.1, withdraw the mines and minerals in the Non-Settlement Land and Category B Settlement Land portions of the Area from locating, prospecting or mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c. Y-3, from exploration and development under the <u>Canadian Petroleum Resources Act</u> , R.S.C.1985 (2d Supp.), c. 36 and from staking out a location for the mining of coal or from the issuance of a license to explore for coal pursuant to the <u>Territorial Lands Act</u> , R.S.C. 1985, c. T-7, for 24 months from the Effective Date of this Agreement or until a management plan is approved pursuant to 5.0, whichever is earlier.	By the Effective Date
Canada	Notify SFN and Yukon of withdrawal.	As soon as practicable after withdrawal
Yukon	Designate the Area as a protected habitat area pursuant to the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178.	As soon as practicable after Effective Date

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon	Notify SFN and Canada of designation of the Area.	As soon as practicable after designation
Government, SFN	If making a proposal to remove the designation as a protected habitat area pursuant to the <u>Wildlife Act</u> , R.S.Y. 1986, c. 178, from any part of the Area, forward the proposal to the other parties.	As necessary
Government and/or SFN	Consider the proposal.	Within a reasonable period of time
Yukon	If the Government and SFN agree, remove the designation from the part of the Area.	As necessary

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Management plan for Lhutsaw Wetland Habitat Protection Area ("Area")

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule C

4.1 A steering committee shall be established to prepare a management plan for the Area.

4.2 The steering committee shall be comprised of four members of whom two shall be nominated by the Selkirk First Nation and two shall be nominated by Government.

4.6 The steering committee shall make best efforts to recommend the management plan to the Selkirk First Nation and the Minister within two years of the Effective Date of this Agreement.

4.6.1 If the members of the steering committee are unable to reach agreement on the provisions to be included in the management plan, the Minister or the Selkirk First Nation may refer the matter to dispute resolution pursuant to 26.4.0.

5.1 The Minister and the Selkirk First Nation shall jointly approve the management plan.

5.2 If the Minister and the Selkirk First Nation are unable to agree on the provisions of the management plan, the Minister or the Selkirk First Nation may refer the matter to the dispute resolution process under 26.3.0.

CROSS REFERENCED CLAUSES: 2.11.8, 10.7.1; Chapter 10 Schedule C 4.3 (all), 4.4 (all), 4.5, 26.3.0 (all), 26.4.0 (all)

Responsibility	Activities	Timing
SFN, Government	Establish the steering committee comprised of two members nominated by the SFN and two members nominated by Government.	As soon as practicable after Effective Date
Steering committee	Prepare a workplan for development of the management plan.	As soon as practicable after establishment of the steering committee

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Steering committee	Develop the management plan.	In accordance with the timelines identified in the workplan
SFN or Minister	If the members of the steering committee are unable to reach agreement on the provisions to be included in the management plan, refer to dispute resolution pursuant to 26.4.0.	As necessary
Steering committee	Recommend the management plan to SFN and the Minister.	Best efforts within 2 years of the Effective Date, consistent with the workplan
SFN, Minister	Jointly approve the management plan.	As soon as practicable after receipt of draft plan
SFN or Minister	If the parties are unable to reach agreement on the provisions to be included in the management plan and at discretion, refer to dispute resolution process under 26.3.0.	As necessary

Planning Assumption

1. The workplan discussions will identify timelines, budgetary and other resources required and each party's participation in the process of developing the management plan.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Review of the Approved Management Plan for Lhutsaw Wetland Habitat Protection Area ("Area")

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule C

5.4 Government and the Selkirk First Nation shall review the Approved Management Plan no later than five years after its initial approval and no later than every 10 years thereafter.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
SFN, Government	Establish terms of reference for a joint review of the Approved Management Plan, and identify resources required to undertake the review.	In the fourth year following the completion of the Approved Management Plan as needed so that resource requirements can be addressed in the parties' budgets for the fifth year
SFN, Government	Complete review as agreed.	No later than five years after the completion of the Approved Management Plan

Planning Assumptions

1. This cycle of activities will repeat for all subsequent reviews, adjusting timing as required.
2. The terms of reference discussions will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Referral of proposed amendments to Approved Management Plan for the Lhutsaw Wetland Habitat Protection Area ("Area") to the Selkirk Renewable Resources Council

RESPONSIBLE PARTY: SFN, Government, Selkirk Renewable Resources Council ("RRC")

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule C

5.5 Government and the Selkirk First Nation shall refer any proposed amendments to the Approved Management Plan to the Selkirk Renewable Resources Council for its review and recommendations.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 5.1, 5.2 (all), 5.3

Responsibility	Activities	Timing
SFN or Government	Identify need for amendment to Approved Management Plan.	As necessary
SFN, Government	Draft any proposed amendment(s) to the Approved Management Plan and forward to the RRC for review and recommendations.	When amendments are being proposed
RRC	Consider proposed amendment(s) and forward recommendations to SFN and Government.	As soon as practicable after receiving proposed amendments
SFN, Government	Advise the RRC of the outcome concerning any proposed amendment(s) which the RRC has reviewed.	Following a decision about whether and how to amend the Approved Management Plan

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Management of Lhutsaw Wetland Habitat Protection Area ("Area") and implementation of the Approved Management Plan for the Area

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 10, Schedule C

6.1 The Area shall be managed in accordance with the Approved Management Plan.

6.2 Prior to the approval of a management plan pursuant to 5.0, the Area shall be managed in accordance with the objectives set out at 4.3.

CROSS REFERENCED CLAUSES: Chapter 10 Schedule C 4.3 (all), 5.3

Responsibility	Activities	Timing
SFN, Government	Manage the Area in a manner consistent with the objectives set out at 4.3.	Prior to the approval of the management plan
SFN, Government	Manage the Area in accordance with the Approved Management Plan.	After approval of the management plan

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Nominees to a Regional Land Use Planning Commission ("RLUPC") for region including any part of the SFN Traditional Territory

RESPONSIBLE PARTY: Government, SFN, 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 In the event a Regional Land Use Planning Commission is established for a planning region which includes any part of the Traditional Territory of the Selkirk First Nation, it shall be composed of one-third nominees of the Selkirk 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, the Selkirk 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 to the total population in the planning region.

11.4.2.3 The Selkirk 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, the Selkirk 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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

- 11.4.2.5 Prior to any appointments being made to a Regional Land Use Planning Commission, Government, and the Selkirk First Nation and the other Yukon First Nations whose Traditional Territories are included in the 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 the event that, after having made the reasonable attempts required by 11.4.2.5, Government, and the Selkirk 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: 26.3.0 (all)

Responsibility	Activities	Timing
Government, SFN and other affected YFNs	In order to determine the total number of nominees from each party, agree on who will nominate each of the remaining one third of the representatives.	Upon decision to establish a RLUPC
Government, SFN or other affected YFNs	If no agreement on who should nominate the remaining one third of the nominees, at discretion, refer disagreement to dispute resolution under 26.3.0.	As necessary
SFN, other affected YFNs	Determine the proposed YFN nominees to the RLUPC.	Prior to entering the process in 11.4.2.5 and 11.4.2.6
SFN 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

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Responsibility	Activities	Timing
SFN and other affected YFNs, Government	Make reasonable efforts to reach a consensus as to the individuals which each nominates to the RLUPC.	When making nominations to the RLUPC
	<u>If consensus is reached:</u>	
SFN and other affected YFNs, Government	Nominate those individuals.	As soon as practicable
	OR	
	<u>If no consensus reached:</u>	
SFN and other affected YFNs, Government	At discretion, give written notice to the other party identifying the individuals which it intends to nominate to the RLUPC.	As necessary
SFN and other affected YFNs, Government	At discretion, nominate named individuals.	At least 14 days after notice provided

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: Regional Land Use Planning Commission ("RLUPC"), SFN, 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 reason; 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: 11.6.1

Responsibility	Activities	Timing
Government	Notify SFN 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

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Responsibility	Activities	Timing
SFN, other affected YFNs, and 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
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 SFN, other affected YFNs and 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 Assumptions

1. To the extent practicable, Government and SFN 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 may consider the entire recommended regional land use plan.

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

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: Regional Land Use Planning Commission ("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 reason; and
- 11.6.5.2 the affected Yukon First Nation shall then approve, reject or modify that part of the plan recommended under 11.6.5.1 after Consultation with Government.

CROSS REFERENCED CLAUSES: 11.6.1

Responsibility	Activities	Timing
SFN	Notify Government that Settlement Land aspects of the recommended regional land use plan are being considered by the SFN.	Upon receipt of regional land use plan
SFN	Provide information about recommended plan as it applies to Settlement Land and indicate reasonable time for response.	At time of notification

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Responsibility	Activities	Timing
Government	Review information and prepare and present views.	Within reasonable timeframe indicated by SFN
SFN	Provide full and fair consideration of views.	Before responding to the RLUPC
SFN	Prepare and forward to the RLUPC, the SFN 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 SFN response and make final recommendation for plan to SFN, including written reasons.	Upon receipt of SFN response to plan
SFN 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 SFN
SFN	Prepare and forward to the RLUPC the final SFN acceptance, rejection or modification of aspects of the plan dealing with Settlement Land.	After Consultation with Government

Planning Assumptions

1. To the extent practicable, Government and SFN 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, SFN may consider the entire recommended regional land use plan.

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

RESPONSIBLE PARTY: Government and SFN

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
Government or SFN	Propose to the other party that a sub-regional or district land use plan be jointly prepared.	As appropriate
Government or SFN	Review the proposal and notify other party of whether it is willing to undertake joint planning.	Upon receipt of proposal
Government and SFN	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 Government for review.	As soon as practicable

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Responsibility	Activities	Timing
Government	Review budget.	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 Government and SFN policies which may be in place from time to time.

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

RESPONSIBLE PARTY: SFN

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
SFN	Develop and establish policies and procedures via mechanisms such as community-based research, regarding: 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 SFN; and	At discretion of SFN, after the Effective Date

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Responsibility	Activities	Timing
	Determination of ownership of those records which may be considered private property.	
	Establish a system to register ownership or custody of Heritage Resources, as required for transfer.	
SFN	Manage resources.	

Planning Assumptions

1. Canada and Yukon will assist SFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Yukon is taking steps to access funding to provide proper and adequate facilities necessary to clean and restore Moveable Heritage Resources.

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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 SFN Traditional Territory
RESPONSIBLE PARTY:	SFN, Canada, Yukon, other YFNs
PARTICIPANT/ LIAISON:	Yukon Heritage Resources Board ("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 and 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.

CROSS REFERENCED CLAUSES: 13.3.3, 13.3.7, 13.3.8, 13.4.1, 13.4.2, 13.4.8, 13.5.3, 13.5.3.6, 13.6.0 (all)

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Responsibility	Activities	Timing
SFN	Develop and establish policies and procedures via mechanisms such as community-based research regarding: 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.	At discretion of SFN, after the Effective Date
SFN	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
SFN, other YFNs	If more than one YFN asserts ownership of a Heritage Resource attempt to resolve dispute.	As disputes occur
SFN	If the YFNs are unable to resolve the dispute among themselves, at discretion, refer to the YHRB.	Within a reasonable period of time

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Responsibility	Activities	Timing
Canada or Yukon	If any Moveable Heritage Resource found on Non-Settlement Land in SFN Traditional Territory 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.	
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 resolved
SFN	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

Planning Assumptions

1. Yukon and Canada will assist SFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Yukon is taking steps to access funding to provide proper and adequate facilities necessary to clean and restore Moveable Heritage Resources.

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PROJECT:	Allocation of Government program resources for the development and management of Heritage Resources of Yukon Indian People
RESPONSIBLE PARTY:	Canada, Yukon, SFN
PARTICIPANT/ LIAISON:	Yukon Indian People, Yukon Heritage Resources Board ("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, 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, 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.1.5, 13.8.1.7, 13.8.2, 13.8.3, 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 (all); 28.3.3.5

Responsibility	Activities	Timing
Canada, Yukon, SFN	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 SFN Traditional Territory; 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

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Responsibility	Activities	Timing
Canada, Yukon, SFN	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 SFN 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, SFN	Implement the strategic plan.	Following completion of the strategic plan
Canada, Yukon, SFN	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 SFN Traditional Territory, 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:
 - identifying related long-term and short-term priorities of SFN, Canada and the Yukon;
 - 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;
 - identifying sources of funding and/or other resources from SFN, 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

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- 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.
- Terms of reference for the strategic plan shall include:
- consideration of the objectives set out in 13.1.0;
 - an approach that recognizes the historical underdevelopment of the Heritage Resources of Yukon Indian People;
 - 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
 - consideration of the activities required pursuant to 2.6.7, 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, 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.1.5, 13.8.1.7, 13.8.2, 13.8.3, 13.8.7 (all), 13.9.1, 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 (all); 28.3.3.5.
2. The terms of reference for the strategic plan may also include:
 - the roles and participation of the Parties in developing, monitoring, reviewing and amending the strategic plan; and
 - such other matters as the Parties may agree.
 3. 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, SFN and the other Yukon First Nation(s).

4. The development and management of the Heritage Resources of Yukon Indian People in that part of SFN Traditional Territory 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.
5. 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, SFN

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
SFN	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 SFN
SFN and Government	Discuss and determine assistance required to enable repatriation.	At the request of the SFN
Yukon and/or Canada	Provide technical and information assistance to the SFN to assist it to develop programs, staff and facilities.	As practicable

Planning Assumption

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

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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: None identified

Responsibility	Activities	Timing
SFN, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by SFN and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify SFN of subject matter of any proposed legislative or policy changes related to Heritage Resources in the Yukon.	As necessary, following Effective Date
SFN	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 the SFN.	
Government	Notify SFN 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.

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

RESPONSIBLE PARTY: Government, SFN

PARTICIPANT/ LIAISON: Yukon Heritage Resources Board ("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
SFN, 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

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

RESPONSIBLE PARTY: YFNs, Yukon, Canada

PARTICIPANT/ LIAISON: Yukon Heritage Resources Board ("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 desire 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

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Responsibility	Activities	Timing
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 comments in manual, as agreed by YFNs and Yukon. Complete manual.	As soon as practicable

Planning Assumptions

1. When making recommendations respecting issues affecting lands administered by the Canadian Parks Service, 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: SFN

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.	At request of SFN, as soon as practicable after Effective Date
SFN	Request the research or interpretive reports that are of interest to SFN.	Following receipt of the list
Government	Make available to SFN the requested research or interpretive reports.	At request of SFN
SFN	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 the SFN and/or access to information and privacy legislation whether to release to public. Provide details of decision to SFN.	Prior to the public release of reports or portions thereof

Planning Assumption

1. Government shall make best efforts to recognize and respect the sensitivity expressed by SFN pertaining to publication of such reports, consistent with 13.1.1.1.

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PROJECT: The provision of a written inventory of all Heritage Sites within the Traditional Territory of the SFN

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

13.8.1.2 Government shall provide the Selkirk First Nation with a written inventory of the sites within the Traditional Territory of the Selkirk First Nation which are identified by Government as Heritage Sites directly related to the culture and heritage of Selkirk People, including information on their location and character, which have been documented by Government at the Effective Date of this Agreement.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2

Responsibility	Activities	Timing
Government	Provide to the SFN, a written inventory of sites within the Traditional Territory of SFN which are identified by Government as Heritage Sites directly related to the culture and heritage of Selkirk People, including information on their location and character, which have been documented by Government at the Effective Date.	As soon as practicable

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

13.8.1.3 Government shall inform the Selkirk First Nation when land within the Traditional Territory of the Selkirk 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 Selkirk People.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.5.3, 13.5.3.9, 13.8.1.4

Responsibility	Activities	Timing
Government	Provide written notice to advise the SFN 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 Selkirk People.	As soon as practicable after identification

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: The interim protection of a Heritage Site on Non-Settlement Land directly related to the culture and heritage of SFN

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

- 13.8.1.4 When requested by the Selkirk 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 the Selkirk First Nation which is directly related to the culture and heritage of Selkirk People, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site.
- 13.8.1.5 Government shall Consult with the Selkirk First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.4.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2

Responsibility	Activities	Timing
SFN	Request, from Government, protection within existing Legislation for a period of time of a Heritage Site on Non-Settlement Land within the Traditional Territory of SFN 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 SFN views regarding terms and conditions of the temporary protection.	As soon as practicable after request of SFN
Government	Make determination whether to provide interim protection, and on terms and conditions of same.	

**SELKIRK FIRST NATION FINAL AGREEMENT
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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.

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Negotiation of arrangements for ownership, management and protection of a Heritage Site on Non-Settlement Land

RESPONSIBLE PARTY: Government, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.8.2, 13.8.3, 13.8.3.1, 13.8.6

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

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Consideration of other resource users in management of interpretive and research activities at Heritage Sites

RESPONSIBLE PARTY: Government, SFN

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, SFN	Consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.	Ongoing after Effective Date

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: The management of research activities at sites which may contain Moveable Heritage Resources

RESPONSIBLE PARTY: Government, SFN

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.

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

Responsibility	Activities	Timing
Government, SFN	Establish joint guidelines and conditions for a permit system within SFN Traditional Territory to control research activities at any site which may contain Moveable Heritage Resources.	After Effective Date
SFN	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 the SFN wishes to vary the joint guidelines set by the parties.	After joint guidelines and conditions are established by the parties
Government, SFN	Institute permit system.	
SFN	Monitor and enforce the guidelines and conditions applicable to Settlement Land pursuant to 5.5.1.	As required

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Consultation before issuance of permit for research at a Heritage Site which is directly related to the culture and heritage of Selkirk People in the Traditional Territory of the SFN

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

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

CROSS REFERENCED CLAUSES: 13.8.3

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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: The control of access to Designated Heritage Sites

RESPONSIBLE PARTY: Canada, Yukon, SFN

PARTICIPANT/ LIAISON: Yukon Heritage Resources Board

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;
 - 13.8.5.3 and the requirements of special events and traditional activities.

CROSS REFERENCED CLAUSES: 10.5.1, 10.5.2, 13.8.1, 13.8.2

Responsibility	Activities	Timing
Yukon and/or Canada and/or SFN	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 Effective Date and after completion of management plans
Yukon and/or Canada and/or SFN	Control access in accordance with the policies and procedures developed.	After plans developed

Planning Assumption

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

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: The protection of Heritage Resources accidentally discovered on SFN Settlement Land.

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: Surface Rights Board

OBLIGATIONS ADDRESSED:

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Selkirk First Nation Settlement Land shall take such steps as are reasonable in all circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Selkirk 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 Selkirk 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 the Selkirk 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 Selkirk 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 the Selkirk 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
SFN	Develop procedures with respect to the reporting of accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource.	Within one year of Effective Date

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Responsibility	Activities	Timing
SFN	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
SFN	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
SFN	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 SFN 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.

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT:	The protection of Documentary Heritage Resources that have been accidentally discovered on Settlement Land and reported to the SFN.
RESPONSIBLE PARTY:	Government, SFN
PARTICIPANT/ LIAISON:	None identified
OBLIGATIONS ADDRESSED:	
13.8.7.4	The Selkirk First Nation shall report to Government, as soon as practicable, the discovery on Selkirk First Nation Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.
13.8.7.5	Government and the Selkirk 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, the Selkirk 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, SFN	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
SFN	Report to Government the discovery of any Documentary Heritage Resource reported to SFN under 13.8.7.1.	As soon as practicable after report under 13.8.7.1
Government, SFN	Attempt to agree whether the Documentary Heritage Resources is a Public Record or a Non-Public Record.	

**SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
Government or SFN	If failure to reach an agreement, at discretion, refer the matter to the dispute resolution process under 26.3.0.	Within a reasonable period of time
SFN	Make reasonable efforts to determine if it is privately owned.	After a Documentary Heritage Resource is classified as a Non-Public Record

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT:	The establishment of procedures to manage SFN Burial Sites on Settlement Land
RESPONSIBLE PARTY:	SFN, 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; 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

Responsibility	Activities	Timing
SFN, Government	Develop and establish policies and procedures to: <ul style="list-style-type: none">- manage and protect SFN Burial Sites on SFN Settlement Land;- restrict access;- report discovery of SFN 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 SFN 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 SFN Burial Site.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a SFN Burial Site.

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

RESPONSIBLE PARTY: Government, SFN

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; Chapter 13 Schedule A 2.6

Responsibility	Activities	Timing
Government, SFN	Develop and establish policies and procedures to: <ul style="list-style-type: none">- manage and protect SFN Burial Sites on Non-Settlement Land;- restrict access;- inform SFN when a SFN 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, SFN	Jointly approve management plans, if developed.	After the development of a management plan

Planning Assumptions

1. During the development of procedures, the parties will exchange information on any known burial sites within the SFN Traditional Territory.
2. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of SFN 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 SFN Burial Site.
3. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a SFN Burial Site.

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: The determination of terms and conditions upon which a SFN Burial Site may be further disturbed following its discovery

RESPONSIBLE PARTY: SFN

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, 26.7.0 (all)

Responsibility	Activities	Timing
SFN	Develop the necessary policies and procedures in order to process and review applications.	Within one year
SFN	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 notice
SFN	If no agreement with respect to terms and conditions, respond to referral to arbitration under 26.7.0.	If referenced to arbitration

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

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

RESPONSIBLE PARTY: SFN

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

Responsibility	Activities	Timing
SFN	Develop and establish policies and procedures with respect to further disturbance of a SFN Burial Site and the exhumation, examination, and reburial of human remains.	At discretion of SFN after Effective Date
SFN	Supervise any exhumation, examination and reburial of human remains.	If ordered by an arbitrator

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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: None identified

Responsibility	Activities	Timing
SFN, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by SFN and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify SFN 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
SFN	Prepare and present views to Government.	Within reasonable time as set out in arrangements and procedures for Consultation
Government	Provide full and fair consideration to views presented by SFN.	
Government	Notify SFN 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.

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

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN, Yukon Indian Elders

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.
- 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.
- 13.10.7 Government and Yukon First Nations may work cooperatively with Yukon Indian Elders on the interpretation of Documentary Heritage Resources 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

Responsibility	Activities	Timing
Government	Notify SFN of existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Selkirk People. Provide details.	As practicable
	Notify SFN of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to Selkirk People. Provide details.	Prior to planning such displays and inventories

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
SFN	Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to Selkirk People.	Within a reasonable period of time indicated by Government
	Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Selkirk People.	
Government	Provide full and fair consideration of views presented by SFN regarding management of Documentary Heritage Resources related to Selkirk People.	Within a reasonable period of time after receiving SFN views
	Provide full and fair consideration of views presented by SFN regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Selkirk People.	
Government	Notify SFN of outcome.	After consideration of SFN views
Government, Yukon Indian Elders, SFN	Work co-operatively on the interpretation of Documentary Heritage Resources relating to Selkirk People.	As required
Government, SFN	Work co-operatively in the preparation of displays and inventories of Documentary Heritage Resources relating to Selkirk People.	As required
	Work co-operatively on the management of Documentary Heritage Resources in the Yukon relating to Selkirk People.	

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. Copies of inventories of Documentary Heritage Resources relating to Yukon Indian People will be made available to YFNs as agreed to by the parties.
3. Translations of Documentary Heritage Resources may be required if Elders are to be involved in their interpretation.
4. The Parties agree that Government's ability to notify SFN of Government's existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Selkirk People which are not held by Government may be subject to limitations imposed or indicated by the holders of the Documentary Heritage Resources.

PROJECT: Consultation with SFN by the Yukon Geographical Place Names Board ("YGPNB")

RESPONSIBLE PARTY: YGPNB

PARTICIPANT/ LIAISON: SFN, 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 SFN when considering the naming of a place or feature within SFN Traditional Territory.	As required
SFN	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 SFN views
YGPNB	Notify SFN of outcome.	After consideration of SFN views

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

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: SFN, Canada

PARTICIPANT/ LIAISON: Yukon Geographical Place Names Board ("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 SFN and YGPNB of any scheduled production or reproduction of National Topographic Series maps.	As appropriate
SFN	Develop and establish policies and conduct community-based research regarding the naming or renaming of geographic features on its Settlement Land.	As needed
SFN	Name or rename places and geographical features on Settlement Land and forward a copy to YGPNB.	As appropriate
SFN, Canada	Investigate and use best efforts to conclude arrangements to include names on revised National Topographic Series maps.	As appropriate

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

Planning Assumption

1. It is expected that a YFN-controlled mapping company will investigate contract arrangements for map production with Canada.

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Contracts associated with a Designated Heritage Site directly related to the history or culture of the Selkirk People within the SFN Traditional Territory.

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

- 13.12.1.1 Government shall provide written notice to the Selkirk First Nation of any public tender for contracts associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.
- 13.12.1.2 Government shall include the Selkirk First Nation in any invitational tender for contracts associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.
- 13.12.1.3 The Selkirk First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk 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 the Selkirk 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 a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.2; Chapter 13 Schedule A 5.1, 5.2; 22.5.10

**SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
SFN, Government	Develop contracting arrangements and procedures that will include contacts, timelines, 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
Government	Provide written notice to SFN of any public or invitational tenders for contracts being offered by Government associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation.	As contracts are tendered
Government	Consistent with the arrangements and procedures, provide the SFN with first opportunity to accept any contract offered by Government other than by public or invitational tenders associated with a Designated Heritage Site directly related to the history or culture of Selkirk People within the Traditional Territory of the Selkirk First Nation upon the same terms and conditions as would be offered to others.	As contracts are tendered
SFN	Provide response to Government whether to accept.	Within timelines specified in arrangements and procedures

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: The development of contract opportunities associated with a Designated Heritage Site within the Traditional Territory of the SFN.

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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 Selkirk People within the Traditional Territory of the Selkirk First Nation:
- (a) a criterion for the employment of Selkirk People or engagement of Selkirk Firms; and
- (b) a criterion for special knowledge or experience of Selkirk 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 Selkirk People or engagement of Selkirk Firms or special knowledge or experience of Selkirk People shall be the determining criterion in awarding any contract.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.2; 13.12.1.1, 13.12.1.2; Chapter 13 Schedule A 5.1, 5.2

Responsibility	Activities	Timing
SFN, Government	Jointly develop criteria for Selkirk People employment, engagement of Selkirk Firms and for special knowledge and experience of Selkirk 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

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
Government	Include a criterion for Selkirk People employment or engagement of Selkirk Firms, and a criterion for special knowledge and experience of Selkirk 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 Selkirk People within the SFN Traditional Territory.	From time to time after Effective Date

Planning Assumption

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

PROJECT: Establishment of Fort Selkirk as a Designated Heritage Site

RESPONSIBLE PARTY: SFN, Yukon, Canada

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13, Schedule A

2.1 As soon as practicable following the Effective Date of this Agreement, Canada shall cause fee simple title in respect of any lands forming part of Fort Selkirk which are under the administration of Canada, to be issued in the names of the Commissioner of the Yukon Territory and the Selkirk First Nation as tenants in common.

2.2 As soon as practicable following the Effective Date of this Agreement, the Yukon shall cause fee simple title in respect of any lands forming part of Fort Selkirk which are under the administration and control of the Commissioner of the Yukon Territory, to be issued in the names of the Commissioner of the Yukon Territory and the Selkirk First Nation as tenants in common.

2.3 Fort Selkirk shall be designated as an historic site under the Historic Resources Act, S.Y. 1991, c. 8, as soon as practicable following the issuance of the fee simple titles referred to in 2.1 and 2.2.

2.4 The historic site designation under the Historic Resources Act, S.Y. 1991, c. 8 shall not be removed from any lands forming part of Fort Selkirk, without the consent of the Selkirk First Nation and the Yukon.

2.5 If the Yukon acquires:

Block C - North half of the East one-half of Block C, (N½ of E½ of Block C) measuring 250 feet along First Avenue and 120 feet along Third Street, containing a measurement of 30,000 square feet, Townsite of Selkirk, Plan 8392 CLSR, 8392 LTO; and

Block C - Lots 6 and 8, Townsite of Selkirk, Plan 8392 CLSR, 8392 LTO,

or any part thereof (the "North West Company Lands"),

the Yukon shall cause fee simple title in respect of the North West Company Lands to be issued in the names of the Commissioner of the Yukon Territory and the Selkirk First Nation as tenants in common and the boundaries of Fort Selkirk shall be amended to include the North West Company Lands.

OBLIGATIONS ADDRESSED:

2.5.1 For greater certainty, if the boundaries of Fort Selkirk are amended to include the North West Company Lands pursuant to 2.5, the historic site designation under the Historic Resources Act, S.Y. 1991, c. 8 of Fort Selkirk shall also apply to the North West Company Lands.

11.1 Canada shall withdraw the mines and minerals within Fort Selkirk from locating, prospecting and mining under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, from exploration and development under the Canada Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c.36, and from staking out a location for the mining of coal and from issuance of a licence to explore for coal pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7.

CROSS REFERENCED CLAUSES: 13.4.6.1, 13.5.3, 13.5.3.9; Chapter 13 Schedule A 1.1, 7.1

Responsibility	Activities	Timing
Canada	Withdraw the mines and minerals within Fort Selkirk from locating, prospecting or mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c. Y-3, from exploration and development under the <u>Canadian Petroleum Resources Act</u> , R.S.C.1985 (2d Supp.), c. 36, and from staking out a location for the mining of coal or from the issuance of a license to explore for coal pursuant to the <u>Territorial Lands Act</u> , R.S.C. 1985, c. T-7.	By the Effective Date
Canada	Notify other Parties of withdrawal.	As soon as practicable after withdrawal
Canada	Cause fee simple title to be issued in respect of any lands forming part of Fort Selkirk which are under its administration, in the names of the Commissioner of the Yukon Territory and SFN as tenants in common.	As soon as practicable

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
Canada	Notify Yukon and SFN of issuance of fee simple title.	As soon as practicable after issuance
Yukon	Cause fee simple title to be issued in respect of any lands forming part of Fort Selkirk which are under its administration and control, in the names of the Commissioner of the Yukon Territory and SFN as tenants in common.	As soon as practical
Yukon	Notify Canada and SFN of issuance of fee simple title.	As soon as practicable after issuance
Yukon	Designate Fort Selkirk as an historic site pursuant to the <u>Historic Resources Act</u> , S.Y. 1991, c. 8.	As soon as practicable following the issuance of fee simple title
Yukon	Notify SFN and Canada of designation.	As soon as practicable after designation
	<u>If Yukon acquires the North West Company Lands:</u>	
Yukon	Cause fee simple title to be issued in respect of North West Company Lands to be issued in the names of the Commissioner of the Yukon Territory and SFN as tenants in common.	As soon as practicable after acquiring lands
Yukon	Change the boundaries of Fort Selkirk to include the North West Company Lands by amending the designation as an historic site pursuant to the <u>Historic Resources Act</u> .	After fee simple title is issued

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon or SFN	If making a proposal to remove the designation under the <u>Historic Resources Act</u> , from any part of Fort Selkirk, forward the proposal to the other party.	As necessary
Yukon or SFN	Consider the proposal.	Within a reasonable period of time after receiving the proposal
Yukon	If the Yukon and SFN agree, remove the historic site designation from the part of Fort Selkirk identified in the proposal.	As necessary

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IMPLEMENTATION PLAN

PROJECT: Management plan for Fort Selkirk Historic Site

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13, Schedule A

3.1 A management plan shall be prepared for Fort Selkirk.

3.2 A steering committee shall be established to prepare the management plan referred to in 3.1.

3.2.1 The steering committee shall be comprised of six members, of whom three shall be nominated by Government and three shall be nominated by the Selkirk First Nation.

3.3 The steering committee shall make best efforts to recommend the management plan to Government and the Selkirk First Nation within two years of the Effective Date of this Agreement.

3.3.1 If the members of the steering committee are unable to agree on the provisions to be included in the management plan, Government or the Selkirk First Nation may refer the matter to dispute resolution under 26.3.0.

4.1 The Minister and the Selkirk First Nation shall jointly approve the management plan for Fort Selkirk.

4.2 If the Minister and the Selkirk First Nation are unable to agree upon the provisions of the management plan, the Minister or the Selkirk First Nation may refer the matter to dispute resolution under 26.3.0.

CROSS REFERENCED CLAUSES: 13.8.1.6; Chapter 13 Schedule A 3.4, 3.5, 3.6, 3.7, 6.1, 6.2, 6.3, 7.1, 8.1; 26.3.0 (all)

Responsibility	Activities	Timing
SFN, Government	Establish the steering committee comprised of three members nominated by the SFN and three members nominated by Government.	Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Steering committee	Prepare a workplan for development of the management plan.	As soon as practicable after establishment of the steering committee
Steering committee	Develop and recommend the management plan to SFN and Government.	Best efforts within 2 years of the Effective Date, consistent with the workplan
Government or SFN	If the members of the steering committee are unable to agree on the provisions to be included in the management plan, refer to dispute resolution under 26.3.0.	As necessary
SFN, Minister	Jointly approve the management plan.	As soon as practicable after receipt of draft plan
SFN or Minister	If the parties are unable to agree upon the provisions of the management plan, refer the matter to dispute resolution under 26.3.0.	As necessary

Planning Assumptions

1. The workplan discussions will identify timelines, budgetary and other resources required and each party's participation in the process of developing the management plan.
2. When developing the management plan, the parties will address the role of the management committee in managing Fort Selkirk Historic Site.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Review of the Fort Selkirk Historic Site Approved Management Plan

RESPONSIBLE PARTY: SFN, Government

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13, Schedule A

4.3 Government and the Selkirk First Nation shall jointly review the management plan no later than five years after its initial approval and shall consider the need for review of the management plan at least every five years thereafter, provided that the management plan shall be jointly reviewed at least every 10 years.

CROSS REFERENCED CLAUSES: Chapter 13 Schedule A 4.4

Responsibility	Activities	Timing
SFN, Government	Establish terms of reference for a joint review of the Approved Management Plan, and identify resources required to undertake the review.	In or before the fourth year following the completion of the Approved Management Plan as needed so that resource requirements can be addressed in the parties' budgets for the following year(s)
SFN, Government	Complete review as agreed.	No later than five years after the completion of the Approved Management Plan

Planning Assumptions

1. This cycle of activities will repeat for all subsequent reviews, adjusting timing as required.
2. The terms of reference discussions will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Economic opportunities related to Fort Selkirk Historic Site

RESPONSIBLE PARTY: Government, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13, Schedule A

5.1 The Selkirk First Nation shall have the first right to accept any contracting opportunity associated with Fort Selkirk offered by Government, the Selkirk First Nation, or Government and the Selkirk First Nation on the same terms and conditions as would be offered to others.

5.2 The Selkirk First Nation shall have the first right to all economic opportunities at Fort Selkirk identified in the Approved Management Plan provided that activities arising from such opportunities shall be undertaken in a manner consistent with the Approved Management Plan.

CROSS REFERENCED CLAUSES: 13.12.1 (all); Chapter 13 Schedule A 4.4, 6.1

Responsibility	Activities	Timing
SFN, Government	Develop contracting arrangements and procedures that will include contacts, timelines, and information requirements.	Within three months of the Effective Date or as soon thereafter as the parties agree is reasonable
Government, and/or SFN	Consistent with the arrangements and procedures, provide written notice to SFN of any contracting opportunity offered by Government, SFN, or Government and the SFN, on the same terms and conditions as would be offered to others.	As contracting opportunities are available

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
Government and/or SFN	Consistent with the arrangements and procedures, provide the SFN with first right to all economic opportunities identified in the Approved Management Plan.	After Approved Management Plan is completed and as economic opportunities are available
SFN	Provide response to Government as to whether it accepts the contracting opportunity or economic opportunity.	Within timelines specified in arrangements and procedures

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Establishment of management committee and implementation of the Approved Management Plan for Fort Selkirk Historic Site
RESPONSIBLE PARTY:	Government, SFN
PARTICIPANT/ LIAISON:	None identified
OBLIGATIONS ADDRESSED:	
	Chapter 13, Schedule A
	6.1 Government and the Selkirk First Nation shall manage Fort Selkirk in accordance with the <u>Historic Resources Act</u> , S.Y. 1991, c. 8, and the Approved Management Plan.
	6.2 A management committee shall be established to implement the Approved Management Plan.
	6.2.1 The management committee shall be comprised of six members, of whom three shall be nominated by Government and three shall be nominated by the Selkirk First Nation.
	6.3 The management committee shall implement the Approved Management Plan in a manner consistent with the principles set out at 3.6.
	6.4 The management committee may consider implementing the Approved Management Plan in stages.
	6.5 If the management committee is unable to agree upon the manner in which to implement the Approved Management Plan, the Minister or the Selkirk First Nation may refer the matter to dispute resolution under 26.3.0.
	7.1 Unless otherwise agreed by Government and the Selkirk First Nation, Fort Selkirk shall be managed in accordance with the interim management plan entitled "Fort Selkirk Management Plan" dated March 1990, which was prepared for the Department of Tourism, Heritage Branch, and the Selkirk First Nation for a period of two years from the Effective Date of this Agreement or until the management plan prepared pursuant to this schedule is approved, whichever is earlier.

CROSS REFERENCED CLAUSES: Chapter 13 Schedule A 3.6, 4.4, 6.6, 8.1; 26.3.0 (all)

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

Responsibility	Activities	Timing
SFN, Government	Establish a management committee comprised of three nominees of Government and three nominees of SFN.	As soon as practicable after completion of the Approved Management Plan
Management committee	Implement the Approved Management Plan in a manner consistent with the principles set out in 3.6.	As required
Minister or SFN	In the event that the management committee is unable to agree upon the manner in which to implement the Approved Management Plan, at discretion, refer the matter to dispute resolution under 26.3.0.	As necessary
SFN, Government	Manage Fort Selkirk Historic Site in a manner consistent with the interim management plan entitled "Fort Selkirk Management Plan" dated March 1990.	For a period of two years from the Effective Date or until the management plan is approved, whichever is the earlier
SFN, Government	Manage Fort Selkirk Historic Site in accordance with the <u>Historic Resources Act</u> , S.Y. 1991, c. 8 and the Approved Management Plan.	After approval of the management plan

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Restrictions on the ability of the Commissioner of the Yukon or SFN to dispose of any of its one half undivided interest in Fort Selkirk

RESPONSIBLE PARTY: SFN, Commissioner of the Yukon Territory

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 13, Schedule A

10.1 Neither the Commissioner of the Yukon Territory nor the Selkirk First Nation shall transfer, assign, lease, encumber or otherwise dispose of any of its interest in Fort Selkirk without the consent of the other.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
SFN or Yukon	If proposing to transfer, assign, lease, encumber or otherwise dispose of any of its interest, seek consent from the other party. Provide details, in writing, to the other party including an identification of the interest.	As necessary
SFN or Yukon	Review the other party's request and grant or deny consent.	As soon as practicable after receiving request
SFN or Commissioner of the Yukon Territory	If the other party's consent is granted, at discretion, dispose of the interest as agreed.	As necessary

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Renewal or replacement of Water Licences

RESPONSIBLE PARTY: SFN

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 the SFN 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 SFN Settlement Land.	Upon receipt of application
SFN	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 the SFN interests.	Within timeframe provided by the Yukon Water Board or as stipulated in legislation

Planning Assumption

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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Access to Settlement Land -- With consent for exercise of a Water right

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: Person seeking access and 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, 14.12.0 (all)

Responsibility	Activities	Timing
SFN	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
SFN	Determine whether or not access will be granted and set terms and conditions of access if appropriate.	Upon request
SFN	Notify applicant of decision.	Within a reasonable time
SFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Compensation payable in relation to Licences existing on the date that land became Settlement Land

RESPONSIBLE PARTY: SFN

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
SFN	At discretion, negotiate agreement with Licence holder.	After three years from the Effective Date
SFN	At discretion, apply to Yukon Water Board for determination or compensation related to any Licence described in activity 14.7.3.	If no agreement is reached

Planning Assumption

1. This is a one-time activity in respect of each Licence described in activity 14.7.3. Any subsequent replacement or renewal of a Licence described will be consistent with the operation of this chapter.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Shared drainage basin agreements

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: SFN, Yukon, Government of the 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: 14.10.1, 14.10.2

Responsibility	Activities	Timing
Government	Identify jurisdictions which share drainage basins with Yukon; notify SFN.	As soon as practicable
Government	Contact identified jurisdictions and attempt to initiate discussions on Water management agreements. <u>If agreement to negotiate is reached with other jurisdictions:</u> notify SFN that Government is formulating positions on Water management in a specified shared drainage basin and provide relevant information.	As practicable
SFN	Review information and prepare and present views to Government.	Within reasonable time provided by Government

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
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 interjurisdictional 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.	

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Preparation for Yukon Water Board proceedings with respect to compensation matters
RESPONSIBLE PARTY:	SFN, 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
SFN, 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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Survey of Settlement Land boundaries

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: Settlement Land Committees ("SLC"), Yukon, SFN, CYI, Land Titles Office

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, 15.4.2.1, 15.4.3, 15.7.1, 22.3.4

Responsibility	Activities	Timing
Canada, SFN	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 SFN, and the general goal of increasing and improving SFN involvement in the entire survey process.	After receipt of information from SLC
Canada	Prepare and present a draft of the annual survey programs to SFN.	Following working group discussions

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
SFN	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.	
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.	
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 SFN, 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 Assumption

1. Natural Resources Canada will assume the lead role for Canada.

PROJECT: Use and enjoyment of Settlement Land by Yukon Indian People prior to completion of surveys

RESPONSIBLE PARTY: Settlement Land Committee ("SLC"), Government

PARTICIPANT/ LIAISON: Yukon Indian People, SFN

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

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
Government	Inform the SLC, Yukon Indian Person and SFN 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

SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT:	Resolving disputes regarding identification and selection of Site Specific Settlement Land and determination of priorities for survey of Settlement Land
RESPONSIBLE PARTY:	Canada, Settlement Land Committee ("SLC"), Yukon, SFN
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 SFN	Refer dispute regarding identification of site specific settlement parcel (15.3.4.1) to dispute resolution process.	As required when no agreement is reached
Arbitrator	Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or the final position proposed by the SFN.	As required
Canada, Yukon, SLC or SFN	Refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution process.	As required when no agreement is reached

Planning Assumption

1. In the case of a disagreement, best efforts will be made to resolve issues prior to a referral to dispute resolution.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Approval of survey plans

RESPONSIBLE PARTY: Canada, SFN, Settlement Land Committee ("SLC")

PARTICIPANT/ LIAISON: Yukon, Land Titles Office ("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 SFN
SLC	If the plan conforms in the view of the SLC, recommend plan to SFN and seek written approval of plan from SFN.	As soon as practicable after review by Canada

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Responsibility	Activities	Timing
SFN	Review plan to ensure that the parcels depicted conform to the area selected.	As soon as practicable
SFN	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 SFN.	Upon confirmation
	<u>If not accepted:</u>	
SFN	Refer the dispute to mediation under 26.3.0.	
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 SFN.	Upon confirmation
Planning Assumption		

1. Natural Resources Canada will assume the lead role for Canada.

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PROJECT: Employment and economic opportunities -- Surveying

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Selkirk First Nation Settlement Land, Government shall include among the factors for consideration, employment of Selkirk People and Selkirk First Nation and Selkirk 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 The Selkirk First Nation and Government shall ensure that qualifications and experience requirements for employment of Selkirk People in the surveying of Selkirk 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 Selkirk People.
- 15.7.1.3 Qualified Selkirk People shall have first priority for employment in the surveying of Selkirk First Nation Settlement Land on the same terms and conditions that such employment would be 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 criterion for employment of Selkirk People, or for Selkirk First Nation or Selkirk People ownership or equity investment shall be the determining criteria in awarding any contract.

CROSS REFERENCED CLAUSES: 15.2.5, 15.7.2, 22.3.1

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Responsibility	Activities	Timing
Canada and SFN	<p>Establish working group to discuss the development of criteria to be used in the evaluation of competitive proposals, bids or tenders for survey of SFN Settlement Land which may include:</p> <ul style="list-style-type: none"> - criteria regarding Selkirk People employment; - criteria regarding Selkirk People and SFN ownership or equity investment; - criteria regarding qualifications and experience requirements at levels appropriate to the nature of tasks being performed taking into account the local knowledge of Selkirk People; and - criteria to ensure that Selkirk People and Selkirk businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. 	Within six months of the Effective Date, or as otherwise agreed by the parties
Working group	Prepare and present a draft copy of the criteria to SFN and Canada.	In sufficient time for Canada and SFN to review and make recommendations
SFN, Canada	Review and make recommendations on the criteria to the working group.	In sufficient time for working group to consider recommendations and provide draft to Canada
Working group	Consider recommendations and provide final draft to Canada.	Within a reasonable time indicated by Canada
Canada	Finalize criteria and provide copy of criteria to SFN.	As soon as practicable

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Responsibility	Activities	Timing
Canada	Ensure proposals include a SFN involvement plan which may address the following issues: <ul style="list-style-type: none">- documentation indicating that Selkirk People and Selkirk businesses were given first consideration in providing technical and support services associated with the contract;- a list of names of personnel to be hired or the proposed method of hiring;- previous work experience with Yukon First Nations and other First Nation organizations; and- any proposals for training Selkirk People in surveying.	As practicable
Group preparing 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 SFN have agreed that the technical evaluation committee established to evaluate proposals will include a representative of the SFN.

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PROJECT: Administration of survey contracts
RESPONSIBLE PARTY: Canada, SFN
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: 22.5.4, 22.5.6, 22.5.8, 22.5.9

Responsibility	Activities	Timing
SFN, Canada	Develop arrangements and procedures including contacts, timelines, 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 SFN businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.	As required

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Responsibility	Activities	Timing
Canada	Include list of SFN businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of SFN Settlement Land with all requests for proposals, and require documentary proof that the SFN 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 the contractors's proposal. Provide copy of documentary proof to SFN.	As required

Planning Assumption

1. Natural Resources Canada will assume the lead role for Canada.

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PROJECT:	Consultation with SFN prior to imposition of a limitation pursuant to 16.3.3 in Legislation
RESPONSIBLE PARTY:	Government
PARTICIPANT/ LIAISON:	SFN, other affected YFNs
OBLIGATIONS ADDRESSED:	
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, 16.3.3, 16.3.3.1, 16.3.9, 16.3.10, 16.5.4, 16.7.16

Responsibility	Activities	Timing
Government, SFN	Provide notice to SFN of possible need to impose a limitation pursuant to 16.3.3.1. Develop arrangements and procedures for Consultation identifying contacts, timelines, 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 SFN and other affected YFNs.	Following establishment of arrangements and procedures for Consultation
SFN	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 SFN of decision.	After decision made

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PROJECT: Representation of the interests of SFN and other affected YFNs in international negotiations involving Fish and Wildlife management issues

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: SFN 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 SFN 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
SFN and other affected YFNs	Provide response for consideration by Canada.	Within timeframe established by Canada
Canada	Negotiate the issues, making reasonable efforts to represent the interests of SFN and other affected YFNs.	As required

Planning Assumption

1. Canada may also liaise with a number of public fish and wildlife management structures, depending on the subject matter, including: Renewable Resources Councils, Fish and Wildlife Management Board, Salmon-Sub Committee, Wildlife Management Advisory Council (North Slope), Porcupine Caribou Management Board and others.

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PROJECT: Amendments to Game Export Act

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: Yukon, SFN

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 <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, SFN	Review WAPPRIITA and regulations to determine if they comply with requirements of 16.3.7.	After receipt of WAPPRIITA and regulations
Canada	Consult with SFN 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, SFN, Fish and Wildlife Management Board ("FWMB"), Renewable Resources Council ("RRC")

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: 16.3.15

Responsibility	Activities	Timing
Canada, Yukon, SFN, FWMB, RRC, 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 SFN Traditional Territory

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PROJECT: Provision of proof in relation to Harvesting rights

RESPONSIBLE PARTY: SFN

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: 16.4.2, 16.4.8, 16.4.9, 16.5.1.1

Responsibility	Activities	Timing
SFN	Provide proof to each SFN citizen with respect to their enrollment in the SFNFA.	As soon as practicable
	Provide Canada and Yukon with a sample of the proof of enrollment.	As soon as practicable after the proof of enrollment document is developed
SFN	Provide proof to each Yukon Indian Person who has been given consent under 16.4.2 or has been allocated a Basic Needs Level allocation.	As soon as practicable
	Provide Canada and Yukon with a sample of the proof provided.	As soon as practicable after the proof of harvesting rights document/form is developed

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PROJECT: Consultation with SFN before taking action on Fish and Wildlife matters affecting SFN management responsibilities or exercise of harvesting rights

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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

Responsibility	Activities	Timing
Government	Notify and provide details to SFN of proposed action on a Fish and Wildlife matter which may affect SFN.	As required
SFN	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 SFN of action to be taken.	Prior to action being taken

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PROJECT: Nomination of alternate members to Renewable Resources Council ("RRC")

RESPONSIBLE PARTY: SFN, Minister

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.6.2.1 The Selkirk First Nation and the Minister 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, 4.1.3; 16.6.2.2, 16.6.2.3, 16.6.4. (all)

Responsibility	Activities	Timing
SFN	Nominate an additional member to RRC as an alternate, in accordance with the requirements of 16.6.4.	As necessary
Minister	Nominate an additional member to RRC as an alternate, in accordance with the requirements of 16.6.4.	As necessary
Minister	Appoint alternate members to RRC.	After nominations have been received

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PROJECT: Nominations to Renewable Resources Council ("RRC")

RESPONSIBLE PARTY: SFN, Yukon

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

16.6.4.3 Prior to any appointments being made to the Council, the Minister and the Selkirk 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 the Selkirk First Nation shall consider:

- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Selkirk First Nation;
- (b) any prospective nominee's familiarity with renewable resource issues and, in particular, with the harvesting of renewable resources;
- (c) the compatibility of proposed nominees; and
- (d) any other matters to which the Minister and the Selkirk First Nation agree.

16.6.4.5 If after having made the reasonable attempts required by 16.6.4.3, the Minister and the Selkirk First Nation are unable to reach a consensus, either party may give written notice to the other 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, 4.1.3; 16.6.4.1, 16.6.4.2, 16.6.2

Responsibility	Activities	Timing
SFN, Yukon	Make reasonable efforts to reach a consensus as to each party's nominees to the RRC.	When making nominations to the RRC

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Responsibility	Activities	Timing
SFN, Yukon	If consensus is reached, nominate those individuals.	As necessary
SFN or Yukon	If no consensus reached, at discretion, give written notice to the other party identifying the individuals, which it intends to nominate to the RRC.	As necessary
SFN or Yukon	At discretion, nominate named individuals.	At least 14 days after notice provided

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PROJECT:	Recommendations regarding approval of proposed game farming or game ranching activities
RESPONSIBLE PARTY:	Renewable Resources Council ("RRC")
PARTICIPANT/ LIAISON:	SFN
OBLIGATIONS ADDRESSED:	
16.6.10	Subject to Yukon First Nation Final Agreements, and without restricting 16.6.9, each Council:
16.6.10.14	shall seek the consent of the Selkirk First Nation before recommending the approval of proposed game farming or game ranching activities in the Traditional Territory of the Selkirk 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 Selkirk People under this Agreement;

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.3; 16.6.9

Responsibility	Activities	Timing
RRC	Seek consent of SFN if RRC is of the opinion that the proposed game farming or game ranching activities would have an adverse effect on the harvesting rights of SFN People. Provide details.	Before recommending the approval of proposed game farming or game ranching activities
SFN	Review proposal and grant or deny consent.	Within a reasonable period of time after RRC's request

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PROJECT: Amendment of Wildlife Act
RESPONSIBLE PARTY: Yukon
PARTICIPANT/ LIAISON: SFN, Renewable Resources Councils ("RRCs"), Fish and Wildlife Management Board ("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, 4.1.3; 16.5.4, 16.6.10.6, 16.7.16, 16.11.1

Responsibility	Activities	Timing
Yukon	Send details of proposed amendment to SFN and FWMB.	As soon as practicable
SFN, 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 SFN, FWMB and RRCs.	Following approval of legislation

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PROJECT: Provision of research results/information to Renewable Resources Council ("RRC")
RESPONSIBLE PARTY: Government, SFN
PARTICIPANT/ LIAISON: RRC

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, 4.1.3; 16.6.10.11

Responsibility	Activities	Timing
Government	Provide research results under 16.6.10.11 to RRC.	As soon as practicable after Government receives research information
Government, SFN	Provide RRC with information in their possession reasonably required for the RRC to carry out its functions under this chapter.	Upon request by RRC

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PROJECT: Recommendation to Minister on allocation, in amount and area, of Salmon to users

RESPONSIBLE PARTY: Salmon Sub-Committee ("SSC")

PARTICIPANT/ LIAISON: SFN and 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 SFN and other affected YFNs and Canada. Provide any relevant information.	As necessary
SFN 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 SFN and other affected YFNs of outcome of recommendations.	As soon as practicable

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Planning Assumption

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

PROJECT: Allocation of Total Allowable Harvest for moose or woodland caribou

RESPONSIBLE PARTY: Government, SFN

PARTICIPANT/ LIAISON: Selkirk Renewable Resources Council ("RRC")

OBLIGATIONS ADDRESSED:

- 16.9.1.3 In the event that a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Selkirk First Nation, Government shall allocate to the Selkirk First Nation either:
- (a) a portion of the Total Allowable Harvest determined in accordance with Schedule B - Allocation of Total Allowable Harvest for Moose, attached to this chapter; or
 - (b) the number of moose required to satisfy the Subsistence needs of Selkirk People,
- whichever is less.
- 16.9.1.4 In the event that a Total Allowable Harvest is established for woodland caribou for all or part of the Traditional Territory of the Selkirk First Nation, Government shall allocate to the Selkirk First Nation either:
- (a) 75% of the Total Allowable Harvest; or
 - (b) the number of woodland caribou required to satisfy the Subsistence needs of Selkirk People,
- whichever is less.
- 16.9.1.5 If Government proposes, after Consultation with the Selkirk First Nation and the Council, to allocate a portion of a Total Allowable Harvest for moose or woodland caribou in accordance with 16.9.1.3(b) or 16.9.1.4(b), the following shall apply:
- (a) the Selkirk First Nation shall provide to Government and the Council its assessment of the number of moose or woodland caribou required to satisfy the Subsistence needs of Selkirk People;

OBLIGATIONS ADDRESSED:

- (b) if Government disagrees with the Selkirk First Nation's assessment pursuant to (a), Government and the Selkirk First Nation shall attempt to agree upon the number of moose or woodland caribou required to satisfy the Subsistence needs of Selkirk People, failing which either Government or the Selkirk First Nation may refer the matter to the dispute resolution process under 26.3.0;
- (c) the following matters shall be included in determining the Subsistence needs of Selkirk People for the purposes of 16.9.1.5:
 - (i) the health and nutritional needs of Selkirk People;
 - (ii) recent and current harvests of the species by Selkirk People;
 - (iii) the harvest patterns of Selkirk People and changes to those patterns;
 - (iv) current personal consumption estimates of the species by Selkirk People; and
 - (v) such other factors as agreed upon by Government and the Selkirk First Nation.

SCHEDULE B

ALLOCATION OF TOTAL ALLOWABLE HARVEST FOR MOOSE

1.0 Definitions

In this schedule, the following definition shall apply.

"Available Harvest in the Traditional Territory" means the total number of moose in the entire Traditional Territory of the Selkirk First Nation which are not required for Conservation.

OBLIGATIONS ADDRESSED:

2.0 Allocation

- 2.1 When the Available Harvest in the Traditional Territory is as set out in column 1 of the following table, Government shall allocate to the Selkirk First Nation that portion of the Total Allowable Harvest established for moose for all or part of the Traditional Territory of the Selkirk First Nation set out in the corresponding row of column 2.
- 2.2 In determining the Available Harvest in the Traditional Territory for the purposes of 2.1, Government shall Consult with the Selkirk First Nation and the Council and shall consider scientific research and the special knowledge and experience of Selkirk People.

Column 1	Column 2
Available Harvest in the Traditional Territory	Portion of Total Allowable Harvest
76 or more	75%
75	76%
73 and 74	77%
71 and 72	78%
69 and 70	79%
67 and 68	80%
64 to and including 66	81%
62 and 63	82%
60 and 61	83%
58 and 59	84%
57	85%
55 and 56	86%
53 and 54	87%
51 and 52	88%
49 and 50	89%
47 and 48	90%
45 and 46	91%

Column 1 continued	Column 2 continued
43 and 44	92%
42	93%
40 and 41	94%
38 and 39	95%
36 and 37	96%
35	97%
33 and 34	98%
31 and 32	99%
1 to and including 30	100%

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.3; 16.5.4, 16.6.10, 16.6.10.1, 16.6.10.13, 16.7.12.2, 16.7.12.4, 16.8.0 (all), 16.9.1.1, 16.9.2 (all), 26.3.0 (all)

Responsibility	Activities	Timing
Government	In the event that a Total Allowable Harvest is established for moose and/or woodland caribou, allocate moose in accordance with 16.9.1.3(a) and/or woodland caribou in accordance with 16.9.1.4(a).	After Total Allowable Harvest is established
	OR	
	<u>In the event that a Total Allowable Harvest is established for moose and/or woodland caribou and if Government is considering the allocation of moose in accordance with 16.9.1.3(b) and/or woodland caribou in accordance with 16.9.1.4(b):</u>	

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Responsibility	Activities	Timing
SFN, Government	Develop arrangements and procedures for Consultation regarding the allocation of a Total Allowable Harvest for moose or woodland caribou identifying contacts timelines, general information guidelines and any other information required by SFN and Government.	Prior to any Consultations regarding the allocation of a Total Allowable Harvest for moose in accordance with 16.9.1.3(b) or woodland caribou in accordance with 16.9.1.4(b)
Government	Notify SFN and RRC regarding proposal to allocate a Total Allowable Harvest for moose in accordance with 16.9.1.3(b) or woodland caribou in accordance with 16.9.1.4(b). Provide details.	Consistent with the arrangements and procedures for Consultation
SFN, RRC	Prepare and present views to Government.	Within a reasonable time as identified in the arrangements and procedures for Consultation
Government	Provide full and fair consideration to the views presented and notify SFN and RRC of the outcome. <u>If the outcome is to allocate moose in accordance with 16.9.1.3(a) and/or woodland caribou in accordance with 16.9.1.4(a):</u>	Within a reasonable time as identified in the arrangements and procedures for Consultation
Government	Allocate moose in accordance with 16.9.1.3(a) and/or woodland caribou in accordance with 16.9.1.4(a). OR <u>If Government proposes to allocate moose in accordance with 16.9.1.3(b) and/or woodland caribou in accordance with 16.9.1.4(b):</u>	As necessary

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Responsibility	Activities	Timing
SFN	Provide to Government and RRC its assessment of the number of moose and/or woodland caribou required to satisfy the Subsistence needs of Selkirk People.	As soon as practicable
SFN, Government	If Government disagrees with the assessment, attempt to reach agreement upon the number of moose and/or woodland caribou required to satisfy the Subsistence needs of Selkirk People.	As necessary
SFN 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 to SFN a portion of the Total Allowable Harvest for moose in accordance with 16.9.1.3(a) or 16.9.1.3(b), whichever is less; and/or for woodland caribou in accordance with 16.9.1.4(a) or 16.9.1.4(b), whichever is less.	As necessary after either agreement is reached or dispute is resolved through the dispute resolution process

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PROJECT: Harvest reallocation upon request of SFN under 16.9.3
RESPONSIBLE PARTY: Yukon, SFN
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
SFN	At discretion, request that Yukon allocate some of SFN 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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Review whether the food Freshwater Fish needs of Selkirk People are being met
RESPONSIBLE PARTY: SFN, Government
PARTICIPANT/ LIAISON: None identified
OBLIGATIONS ADDRESSED:

- 16.9.10.1 Government and the Selkirk First Nation shall, within five years of the Effective Date of this Agreement and at least every five years thereafter, jointly review whether the food Freshwater Fish needs of Selkirk People are being met, taking into account the following matters:
 - (a) the Selkirk First Nation's assessment of the food Freshwater Fish needs of Selkirk People;
 - (b) the harvest patterns of Selkirk People and changes to those patterns in respect of Freshwater Fish;
 - (c) information regarding the matters set out in 16.9.6; and
 - (d) any other available relevant information.
- 16.9.10.2 In conducting the joint review referred to in 16.9.10.1, Government and the Selkirk First Nation shall each provide to the other any available relevant information each has in its possession which would assist in reviewing whether the food Freshwater Fish needs of Selkirk People are being met.
- 16.9.10.3 If, as a result of the review referred to in 16.9.10.1, Government and the Selkirk First Nation determine that the food Freshwater Fish needs of Selkirk People are not being met, Government and the Selkirk First Nation shall attempt to agree on how best to meet them.
- 16.9.10.4 If the Selkirk First Nation and Government are unable to reach agreement under 16.9.10.3, either Government or the Selkirk First Nation may refer the matter to the dispute resolution process under 26.4.0.

OBLIGATIONS ADDRESSED:

16.9.10.5 If the Selkirk First Nation and Government are unable to reach agreement following dispute resolution referred to in 16.9.10.4, the Minister shall forward his decision to the Selkirk First Nation.

CROSS REFERENCED CLAUSES: 2.11.8, 26.4.0 (all)

Responsibility	Activities	Timing
SFN, Government	Establish terms of reference for a joint review to assess whether the food Freshwater Fish needs of Selkirk People are being met.	In or before the fourth year following Effective Date so that resource requirements can be addressed in the parties' budgets for the following year(s)
SFN, Government	In accordance with the terms of reference for the review, provide to the other any available relevant information each has in its possession which would assist in completing the review.	Within the time period identified in the terms of reference
SFN, Government	Complete the review.	Within 5 years of the Effective Date and at least every five years thereafter
SFN, Government	If, as a result of the review, Government and SFN determine that the food Freshwater Fish needs of Selkirk People are not being met, attempt to agree on how best to meet them.	As necessary
SFN or Government	If SFN and Government are unable to reach an agreement under 16.9.10.3, refer to dispute resolution process under 26.4.0.	As necessary

Responsibility	Activities	Timing
Minister	If SFN and Government are unable to reach an agreement following dispute resolution, forward the Minister's decision to SFN.	As necessary

Planning Assumptions

1. This cycle of activities will repeat for all subsequent reviews adjusting timing as required.
2. The terms of reference discussions will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Negotiation of Basic Needs Level

RESPONSIBLE PARTY: SFN, 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

Responsibility	Activities	Timing
SFN, Government	Contact other parties with a request to negotiate a Basic Needs Level.	At request of any party
SFN, Government	Respond to request for negotiations.	Within a reasonable time of the request
SFN, Government	If parties agree, enter negotiations.	As agreed

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Endeavouring to rehabilitate wildlife populations

RESPONSIBLE PARTY: Government, SFN, Fish and Wildlife Management Board ("FWMB") and Renewable Resources Council ("RRC")

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: 16.1.1, 16.1.1.1, 27.4.1

Responsibility	Activities	Timing
Government, SFN, FWMB, RRC	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, SFN, FWMB, RRC	Endeavour to rehabilitate the affected population in accordance with the plan.	As required

Planning Assumption

1. The initial discussions will identify timelines, budgetary and other resources required and each party's participation in the process of rehabilitating the population.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Exploring ways to improve distribution of surplus meat to Yukon Indian People

RESPONSIBLE PARTY: Government, YFNs

PARTICIPANT/ LIAISON: Renewable Resources Council ("RRC")

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: 16.5.1.8, 16.8.0 (all)

Responsibility	Activities	Timing
SFN, Government	Develop and review options for improving distribution of surplus meat to Yukon Indian People.	At request of the SFN
SFN, Government	If the parties agree on methods, identify and implement the necessary procedures.	As necessary

Planning Assumptions

1. It is the Parties' understanding that SFN will take responsibility for initiating these activities.
2. Government and SFN may refer this issue to the RRC for its input.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Negotiation of basic needs allocations -- Salmon

RESPONSIBLE PARTY: Canada and SFN

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.

CROSS REFERENCED CLAUSES: Chapter 16 Schedule A 3.9.2 and 4.1

Responsibility	Activities	Timing
SFN	Request entry into basic needs allocation negotiations.	As specified in Chapter 16, Schedule A
Canada	Review and respond to request.	As soon as practicable upon receipt of request
Canada and SFN	Discuss specific arrangements and prepare for negotiations.	As may be agreed

Responsibility	Activities	Timing
Canada and SFN	Negotiate basic needs allocation taking into account factors listed in 16.10.3.	As may be agreed

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 (as defined in Chapter 16, Schedule A), Canada
PARTICIPANT/ LIAISON:	Salmon Sub-Committee ("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 Minister 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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Priority of YFNs' basic needs allocation

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: Salmon Sub-Committee ("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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

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: Salmon Sub-Committee ("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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN
RESPONSIBLE PARTY:	Salmon Sub-Committee ("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 ("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 Salmon Sub-Committee 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 the day immediately preceding the date of ratification of the Umbrella Final Agreement, i.e., May 28, 1993.
- 3. The Department of Fisheries and Oceans will assume the lead role for Canada.

- PROJECT:** Allocation of traplines
- RESPONSIBLE PARTY:** Yukon, SFN, Renewable Resources Council ("RRC")
- 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, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.10.6, 16.6.10.7, 16.8.0 (all), 16.11.2 (all), 16.11.3 (all), 16.11.10.3, 16.11.10.5, 16.11.10.8

Responsibility	Activities	Timing
RRC	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 16.11.2. Inform SFN and Yukon of criteria.	As soon as practicable

SELKIRK FIRST NATION FINAL AGREEMENT
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Responsibility	Activities	Timing
SFN	At discretion, establish additional criteria for the allocation of Category 1 Traplines. Inform Yukon and RRC of criteria.	As practicable
RRC	Make recommendations to Minister and/or SFN 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
SFN	At discretion, assign or reassign Category 1 Traplines.	After receiving recommendations
SFN, Minister	Notify RRC of decisions regarding assignment of new, vacant or under-utilized traplines.	After decision made
SFN, Yukon, RRC	Update respective trapline registers in accordance with 16.11.10.5.	After decision made and notification given

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PROJECT: Process by which additional traplines may be designated as Category 1 Traplines

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: Registered holder, Selkirk Renewable Resources Council ("RRC"), 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) the Selkirk First Nation shall provide Government with proof of the consent required by 16.11.8 and shall provide Government and the Council with notice that it has designated the trapline to be a Category 1 Trapline.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.3, 6.0; 16.11.6, 16.11.10.5

Responsibility	Activities	Timing
SFN	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
SFN	Provide to Yukon proof of consent in accordance with 16.11.8 and provide to Yukon and the RRC notice that trapline has been designated as Category 1.	As soon as practicable after trapline designated

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PROJECT: Trade and redesignation of Category 1 and 2 Traplines

RESPONSIBLE PARTY: Minister, Renewable Resources Council ("RRC"), SFN

PARTICIPANT/ LIAISON: The trappers concerned in a trade of traplines ("Concerned 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, Chapter 2 Schedule B 4.1, 4.1.3, 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, 26.4.0 (all)

Responsibility	Activities	Timing
SFN, Minister or RRC	Upon mutual agreement reached between Concerned 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 Concerned Trappers
SFN, Minister, RRC	Review proposed trapline trade, and approve or deny proposal.	Within reasonable time after receiving proposal
SFN, Yukon, RRC	If approved, redesignate traplines in accordance with approved trade.	As soon as practicable
SFN, Yukon, RRC	Update respective trapline registers in accordance with 16.11.10.5.	As soon as practicable

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PROJECT: Maintenance of register of Category 1 and 2 Traplines

RESPONSIBLE PARTY: Yukon, Renewable Resources Council ("RRC"), SFN

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, Chapter 2 Schedule B 4.1, 4.1.3, 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
SFN	Establish register of Category 1 Traplines.	As soon as practicable
Yukon	Notify RRC and SFN of Yukon's register and provide copies.	As soon as practicable after establishment of register
SFN	Notify RRC and Yukon of SFN 's register and provide copies.	As soon as practicable after establishment of register
RRC	Establish register of Category 1 and Category 2 Traplines.	As soon as practicable after receipt of copies of Yukon's and SFN's registers
SFN	Notify Yukon and RRC if trapline concession holders have consented to their traplines being designated as Category 1 Traplines.	Ongoing

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Responsibility	Activities	Timing
SFN, Yukon, RRC	Maintain respective trapline registers.	Ongoing

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PROJECT:	Establish a compensation policy for Yukon Indian trappers
RESPONSIBLE PARTY:	Canada, Yukon
PARTICIPANT/ LIAISON:	SFN, Renewable Resources Council ("RRC")
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:	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 SFN and RRC for review and comments.	
SFN, RRC	Review proposed compensation process and provide comments to Government.	
Yukon, Canada	Review and consider comments received and finalize compensation process.	
Yukon, Canada	Notify SFN, RRC and trappers of compensation process.	

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PROJECT: Provision of trapper training programs
RESPONSIBLE PARTY: Yukon
PARTICIPANT/ LIAISON: YFNs, Renewable Resources Councils ("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: 28.8.3, 28.9.1, 28.9.2

Responsibility	Activities	Timing
Yukon, YFNs or RRC	Identify need for and suggest changes to the content or delivery of existing trapper training programs.	At discretion
Yukon, YFNs, RRCs	In collaboration, redesign the content or delivery of trapper training programs to address suggested changes.	Within reasonable time after need for change identified
Yukon	Provide trapper training for Yukon Indian People as required from time to time.	For 10 years from enactment of Settlement Legislation, unless otherwise decided

Planning Assumption

1. Yukon currently delivers a trapper training program based on national standards developed by the Fur Institute of Canada. CYI participated in the workshop held by the Fur Institute of Canada to develop those standards.

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PROJECT: Determination of the Available Harvest for moose in the SFN Traditional Territory
RESPONSIBLE PARTY: Government
PARTICIPANT/ LIAISON: SFN, Selkirk Renewable Resources Council ("RRC")

OBLIGATIONS ADDRESSED:

Chapter 16 Schedule B

2.2 In determining the Available Harvest in the Traditional Territory for the purposes of 2.1, Government shall Consult with the Selkirk First Nation and the Council and shall consider scientific research and the special knowledge and experience of Selkirk People.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.3; 16.9.1 (all); Chapter 16 Schedule B 1.0, 2.1

Responsibility	Activities	Timing
SFN, Government	Develop arrangements and procedures for Consultation regarding determination of the Available Harvest in the SFN Traditional Territory identifying contacts, timelines, general information guidelines, and any other information required by SFN and Government.	During the process of establishing a Total Allowable Harvest for moose
Government	Notify SFN and RRC regarding Government proposal with respect to determination of the Available Harvest in the SFN Traditional Territory.	As necessary
SFN, RRC	Prepare and present views to Government.	Within reasonable time as identified in the arrangements and procedures for Consultation

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Responsibility	Activities	Timing
Government	Provide full and fair consideration to the views presented and notify SFN and RRC of outcome.	Within reasonable time as identified in the arrangements and procedures for Consultation

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PROJECT:	Consultation on Forest Resources policies and Legislation
RESPONSIBLE PARTY:	Government
PARTICIPANT/ LIAISON:	Selkirk Renewable Resources Council, and other affected Renewable Resources Councils ("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, 17.4.3

Responsibility	Activities	Timing
Government	Notify RRC and other affected RRCs of new policy and/or legislative initiative and provide details.	Prior to establishment of a new policy or recommendation to Parliament or Legislative Assembly
RRC and other affected RRCs	Prepare and present views.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	Prior to establishment of a new policy or recommendation to Parliament or Legislative Assembly

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PROJECT: Non-commercial harvest of Trees on Crown Lands
RESPONSIBLE PARTY: SFN and Government
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>	
SFN	Apply to Government for necessary permit/licence.	As required by legislation
Government	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
SFN	Notify government of Trees harvested up to a limit of 500 cubic meters.	As required by permit or upon request by Government
	<u>If no permit is required:</u>	
SFN	Notify Government of Trees harvested up to a limit of 500 cubic meters.	Annually, or as requested by Government

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PROJECT: Preparation of Forest Resources Management plans in the SFN Traditional Territory
RESPONSIBLE PARTY: Minister
PARTICIPANT/ LIAISON: RRC, SFN

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.
- 17.5.4.1 The Minister, in Consultation with the Selkirk First Nation and the Selkirk Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of the Selkirk First Nation.
- 17.5.4.2 The Minister, in Consultation with the Selkirk 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 the Selkirk First Nation and the Minister and the Selkirk First Nation shall agree on the order in which areas shall be inventoried, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0.
- 17.5.4.3 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of the Selkirk First Nation, it shall Consult with the Selkirk First Nation to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information on land held by the Selkirk First Nation.
- 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; Chapter 2 Schedule B 4.1, 4.1.4; 17.4.1 (all), 17.4.2 (all), 17.5.3, 17.5.4.4, 17.5.5 (all), 17.5.6 (all), 17.6.1, 17.6.2, 26.3.0 (all)

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Responsibility	Activities	Timing
Minister, SFN	Work collaboratively to identify areas of priority for the development of Forest Resources Management plans.	As soon as practicable
Minister, SFN	At discretion, request recommendations from the RRC on the areas of priority for the development of Forest Resources Management plans.	As necessary
RRC	Provide recommendations.	Within reasonable time indicated by Minister
Minister, SFN	Review recommendations of RRC, and identify areas of priority for the development of Forest Resources Management plans and notify RRC of outcome.	After receipt of recommendations
Minister	In consultation with SFN, determine the need for any management inventory of Trees on Crown Land in the SFN Traditional Territory. Assess the order of any management inventory of Trees on Crown Land in the SFN Traditional Territory.	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with SFN's assessment
SFN	Determine the need for management inventory of Trees on SFN Settlement Land and assess the order of management inventory of Trees on Settlement Land and Crown Land in the SFN Traditional Territory.	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with the Minister's assessment
Minister, SFN	Agree on the order in which areas will be inventoried on Crown Land in the SFN Traditional Territory.	As necessary
Minister or SFN	Failing agreement on the order in which areas will be inventoried on Crown Land in the SFN Traditional Territory, at discretion, refer to dispute resolution process under 26.3.0.	As necessary

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Responsibility	Activities	Timing
SFN	Determine the order of any management inventory of Trees on SFN Settlement Land.	Concurrent with determination of order of management inventory on Crown Land in SFN Traditional Territory
Minister	In Consultation with SFN, determine the timing for the preparation of any management inventory of Trees on Crown Land in the SFN Traditional Territory, and determine SFN participation in such work on a cost sharing basis to obtain similar information on land held by the SFN.	As necessary
Minister	In Consultation with SFN, determine the timing of Forest Resources Management plans in the SFN Traditional Territory taking into consideration the need for integrated Forest Resources Management plans.	As necessary
Minister	In cooperation with SFN, develop Forest Resources Management plans on Non-Settlement Land.	As necessary
SFN	In cooperation with Government, develop Forest Resources Management plans on SFN Settlement Land.	As necessary

Planning Assumptions

1. Forest inventories and Forest Resources Management plans will be undertaken in a manner consistent with SFN and Government policies in place from time to time.
2. Government and SFN may request additional recommendations from the Selkirk Renewable Resources Council on other issues.
3. It is understood that on this activity sheet, the process associated with "Consultation" is to be performed as follows:
 - a) Government will notify and provide relevant details of the matter to SFN;

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- b) SFN will prepare and present of views within reasonable time indicated by Government;
- c) Government will provide full and fair consideration of views presented prior to determining outcome; and
- d) Government will inform SFN of the outcome prior to taking action.

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PROJECT: Establishment of the order in which Forest Resources Management plans are to be developed

RESPONSIBLE PARTY: Minister, YFNs

PARTICIPANT/ LIAISON: Renewable Resources Council ("RRC")

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, 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 to 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. Government 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 RRC where appropriate.

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PROJECT: Work related to an inventory of Trees on Crown Land

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

17.5.4.4 The Minister shall provide to the Selkirk First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of the Selkirk First Nation on the same cost recovery basis as such results would be provided to any other Person.

CROSS REFERENCED CLAUSES: 2.11.8, 17.5.1

Responsibility	Activities	Timing
Canada	Provide to SFN a list of results of any inventory of Trees completed on Crown Land.	As soon as practicable
SFN	At discretion, request results of any inventory of Trees completed on Crown Land.	
Canada	Provide to SFN results of any inventory of Trees completed on Crown Land.	As soon as practicable following request

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PROJECT: Use of pesticides or herbicides by SFN on Settlement Land

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: Government

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
SFN	Notify Government that use of herbicides or pesticides on Settlement Land is being considered. Provide details about nature of pest/disease and any other relevant information.	Prior to application of herbicides or pesticides
Government	Prepare and present views.	Within reasonable time indicated by SFN
SFN	Provide full and fair consideration of views presented.	Prior to taking any action
SFN	Notify Government of action taken.	As soon as practicable

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PROJECT: Use of pesticides or herbicides by Government on Crown Lands within SFN Traditional Territory

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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
Government	Notify SFN that use of herbicides or pesticides on Crown Lands within Traditional Territory is being considered. Provide details about nature of pest/disease and any other relevant information.	Prior to application of herbicides or pesticides
SFN	Prepare and present views.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	Prior to application
Government	Notify SFN of action taken.	As soon as practicable

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PROJECT: Actions taken to control pest or disease problems on Settlement Land

RESPONSIBLE PARTY: SFN, Government

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
SFN or Government	Notify other party that a pest or disease affects Forest Resources on Settlement Land and provide details.	As necessary
SFN, Government	Discuss possible actions to control the problem.	Prior to taking action
SFN, Government	Take such action as they may agree to control the problem.	As required

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PROJECT: Consultation on forest fire fighting priorities

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN, Renewable Resources Council ("RRC")

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: 17.4.1.5, 17.4.4

Responsibility	Activities	Timing
Government	Notify SFN of 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
SFN	Prepare and present views.	Within a reasonable time
Government	Provide full and fair consideration of views presented.	Prior to amending priorities
Government	Set general priorities for SFN Settlement Land and for adjacent Non-Settlement Land.	After Consultation
Government	Notify SFN of new priorities.	Once priorities are established
SFN, Government	At the request of SFN, revisit Government's general priorities for forest fire fighting.	As required

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Planning Assumptions

1. The general forest fire fighting priorities of SFN may change over time; upon request of SFN, Government will consider amending general priorities to reflect the wishes of SFN.
2. Government 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 RRC as appropriate.

PROJECT: Forest fire fighting on Settlement Land

RESPONSIBLE PARTY: Government, SFN

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.

CROSS REFERENCED CLAUSES: 17.8.1, 17.14.2.11

Responsibility	Activities	Timing
Government	Meet to identify the terms of reference for the development of transitional arrangements during the five year period following the Effective Date, which prepare SFN to assume responsibility for forest fire suppression on SFN Settlement Land.	Within one year of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government, SFN	Jointly develop the transitional arrangements.	As soon as practicable
Government, SFN	Implement transitional arrangements.	As soon as practicable
Government	Notify SFN prior to taking action to fight forest fires on Settlement Land.	Where practicable
Government	Fight forest fires on SFN Settlement Land in accordance with the transitional arrangements and policies in place from time to time and within available resources.	For a period of five years after Effective Date

Planning Assumption

1. The terms of reference for the transitional arrangements may include measures to address training and employment opportunities for Selkirk People in forest fire suppression activities.

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PROJECT: Access to Settlement Land -- Holders of commercial timber permits

RESPONSIBLE PARTY: SFN

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: 17.10.5, 17.13.1

Responsibility	Activities	Timing
SFN	Review application for access from a holder of a commercial timber permit. Determine whether access will be granted.	Upon application and prior to access
SFN	Notify applicant of decision in writing.	Within a reasonable time
SFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

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PROJECT: Access to Settlement Land -- Holders of timber harvesting agreements

RESPONSIBLE PARTY: SFN

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: 17.10.5, 17.13.1

Responsibility	Activities	Timing
SFN	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
SFN	Notify applicant of decision in writing.	Within a reasonable time
SFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

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PROJECT: Notice of public tender for Forest Resources Management or forest protection within SFN Traditional Territory

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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: 22.5.10, 22.6.6

Responsibility	Activities	Timing
Government, SFN	Develop contracting arrangements and procedures that will include contacts, timelines, and information requirements.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Consistent with the arrangements and procedures provide written notice to SFN of any public tenders for Forest Resources Management or forest protection within SFN Traditional Territory.	As contracts are tendered

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PROJECT: Contracts associated with Forest Resources Management and silviculture within the SFN Traditional Territory

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

17.14.2.2 Government shall provide written notice to the Selkirk First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Selkirk First Nation.

17.14.2.3 Government shall include the Selkirk First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Selkirk First Nation.

17.14.2.4 The Selkirk 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 the Selkirk First Nation upon the same terms and conditions as would be offered to others.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.1, 17.14.2.1, 17.14.2.5, 17.14.2.6, 17.14.2.7

Responsibility	Activities	Timing
SFN, Government	Develop contracting arrangements and procedures including contacts, timelines, and information requirements.	Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
Government	Consistent with the arrangements and procedures, notify the SFN of any public or invitational tender for contracts associated with Forest Resources Management within the SFN Traditional Territory being offered by Government.	As contracts are offered

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Responsibility	Activities	Timing
Government	Consistent with the arrangements and procedures, provide the SFN with the first opportunity to accept any contract associated with silviculture within SFN Traditional Territory offered by Government other than by public or invitational tender.	As contracts are offered
SFN	Consistent with the arrangements and procedures, provide response to Government whether to accept or reject offer or whether the SFN will submit a proposal.	Within timelines specified in arrangements and procedures

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PROJECT:	Criteria for silviculture contracts within SFN Traditional Territory
RESPONSIBLE PARTY:	Government
PARTICIPANT/ LIAISON:	SFN
OBLIGATIONS ADDRESSED:	
17.14.2.8	Government shall include a criterion for employment of Selkirk People or engagement of Selkirk Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Selkirk First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.2.9

Responsibility	Activities	Timing
Government, SFN	Jointly develop criteria for employment of Selkirk People and engagement of Selkirk 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
Government	Include a criterion for employment of Selkirk People or engagement of Selkirk Firms in any silviculture contract opportunities in the SFN Traditional Territory.	As contract opportunities are identified

Planning Assumption

1. Government retains ultimate responsibility for contracting associated with silviculture.

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PROJECT: Hiring of Selkirk People to fight forest fires

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

17.14.2.10 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the Selkirk First Nation it shall, where practicable, hire Selkirk People.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.2.11

Responsibility	Activities	Timing
Government, SFN	Develop arrangements for the SFN to provide Extra Fire Fighters to fight forest fires in the SFN Traditional Territory. These arrangements will include required contacts and timelines.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
SFN	Develop and maintain list of Selkirk People available to fight forest fires. This will also list qualifications.	Ongoing
Government	Notify SFN of requirement to hire Extra Fire Fighters in accordance with arrangements developed.	As necessary
SFN	Notify Government of Selkirk People available in accordance with the arrangements developed.	As necessary

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PROJECT: Identification of economic and employment opportunities associated with fighting forest fires in SFN Traditional Territory

RESPONSIBLE PARTY: Government, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Selkirk First Nation with a view to identifying economic and employment opportunities for Selkirk People associated with fighting forest fires in the Traditional Territory of the Selkirk First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.4; 17.8.3

Responsibility	Activities	Timing
Government, SFN	Develop arrangements and procedures for Consultation identifying contacts, timelines, and any other information required by SFN and Government.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Notify SFN and provide information in accordance with arrangements and procedures.	In accordance with the timelines set out in the arrangements and procedures
SFN	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures
Government	Provide full and fair consideration to the views presented by SFN. Identify economic and employment opportunities for Selkirk People associated with fighting forest fires. Provide outcome to SFN.	In accordance with timelines set out in arrangements and procedures

Planning Assumption

1. The Consultation process may be addressed in the transitional arrangements developed pursuant to 17.8.3.

PROJECT: Conflicts between exercise of Mineral Right and exercise of Specified Substances Rights

RESPONSIBLE PARTY: SFN

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
SFN 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>	
SFN or holder of a Mineral Right	At discretion, refer dispute to Surface Rights Board.	Within a reasonable period of time
SFN and holder of a Mineral Right	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

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PROJECT: Location of alternative Quarries by Government on Non-Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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

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 SFN.	As soon as practicable
SFN	If SFN has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to SFN'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 SFN.	Following elimination of the use of a Quarry

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Responsibility	Activities	Timing
	<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 SFN.	From time to time, upon the request of SFN
SFN	If SFN has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to SFN's inquiry, provide additional information.	As soon as practicable following the request
Government	Communicate results to SFN.	Following elimination of the use of a Quarry

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PROJECT: Further identification of Quarries on Settlement Land

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

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;

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 the Selkirk First Nation Settlement Land are subject to further identification of Quarries pursuant to 18.2.5.2:

(i) those portions of Parcel R-1B lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Pelly Ranch Road or within one kilometre of the centre line of a 60 metre right-of-way for the proposed Pelly Ranch Road Realignment, both shown approximately by dashed lines designated as Pelly Ranch Road and Pelly Ranch Road Realignment, respectively, on Territorial Resource Base Maps 115 I/14 and 115 I/15 in Appendix B - Maps, which forms a separate volume to this Agreement;

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(ii) those portions of Parcels R-3A, R-15A, R-34B and R-35B lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Detour Lakes Road or within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Old Wood Road, both shown approximately by a dashed line designated as Detour Lakes Road and Old Wood Road, respectively, on Territorial Resource Base Maps 105 L/12, 105 L/13, 115 I/15 and 115 I/16 in Appendix B - Maps, which forms a separate volume to this Agreement, provided that there shall be a distance of at least 20 kilometres between any two Quarries established under 18.2.5.2(a)(ii);

(iii) those portions of Parcels R-2B, R-5B, R-13B and R-38B lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Acorn Road and shown approximately by a dashed line designated as Acorn Road on Territorial Resource Base Maps 115 I/15 and 115 I/16 in Appendix B - Maps, which forms a separate volume to this Agreement, provided that there shall be a distance of at least 20 kilometres between any two Quarries established under 18.2.5.2(a)(iii); and

(iv) those portions of Parcel R-21B lying within one kilometre of the centre line of the 60 metre right-of-way for the road known as the Dromedary Resource Road or within one kilometre of the centre line of a 60 metre right-of-way for the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15 in Appendix B - Maps, which forms a separate volume to this Agreement, provided that there shall be a distance of at least 20 kilometres between any two Quarries established under 18.2.5.2(a)(iv),

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 the Selkirk First Nation in respect of any Quarries on Selkirk 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), the Selkirk 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 the Selkirk First Nation to discuss the proposed identification of the Quarry.
 - (d) Government shall consider fully and fairly the views presented by the Selkirk First Nation, and shall provide its response to those views, in writing, to the Selkirk First Nation.

CROSS REFERENCED CLAUSES: 18.2.3, 26.3.1.3

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	Notify and provide relevant details to SFN regarding proposed identification of Quarries pursuant to 18.2.5.2 (a).	No later than 2 years from the Effective Date
SFN	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 SFN requests, meet with SFN to discuss the proposed identification of the Quarries.	As soon as practicable after receiving request
Yukon	Provide full and fair consideration of views presented. Provide SFN with written response to SFN views.	After SFN presents its views

Yukon	Make final decision regarding identification of Quarries, taking into account the views of the SFN. Notify SFN of outcome.	Within a reasonable period of time
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PROJECT: Government use and restoration of specified Quarries on Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN, 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 the 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)

Responsibility	Activities	Timing
Government	Use Quarry and associated specified substances in accordance with land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land.	As required for public purposes
Government	Notify SFN of intention to abandon use of Quarry.	Prior to ending use

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Responsibility	Activities	Timing
SFN	Review notice and determine if site restoration is appropriate.	Upon receipt of notice
SFN	Notify Government of decision regarding need for site restoration.	As soon as practicable
Government	If required by SFN, restore Quarry in accordance with 18.2.6.3.	As appropriate
	<u>If agreement not reached:</u>	
Government or SFN	At discretion, refer any dispute to Surface Rights Board.	Within a reasonable period of time
Government or SFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

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PROJECT: Government use of other Quarries on Settlement Land

RESPONSIBLE PARTY: Government, SFN

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, 18.2.5 (all)

Responsibility	Activities	Timing
Government	Notify SFN that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land.	When no suitable Quarry is available
Government and SFN	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

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Responsibility	Activities	Timing
Government	Establish and work Quarry according to terms and conditions agreed upon.	If agreement is reached with SFN within 30 days
	OR	
Government	Abandon proposal to use Quarry on Settlement Land.	If no agreement reached with SFN within 30 days
	OR	
Government or SFN	Refer dispute to the Surface Rights Board.	If no agreement reached with SFN within 30 days
Government or SFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

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PROJECT: Government use of Construction Materials from a Quarry on Settlement Land

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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 SFN 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 SFN.	As required
SFN	Consider request and notify Government of decision, including proposed terms and conditions if applicable.	Upon request from Government
Government	Use Quarry as agreed. OR	With consent of SFN
Government	Abandon proposal for use.	If consent not obtained from SFN

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PROJECT: Access to Settlement Land with the consent of SFN for the exercise of Mineral Rights

RESPONSIBLE PARTY: SFN

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)

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Responsibility	Activities	Timing
SFN	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
SFN	Notify holder of a Mineral Right of decision.	Within a reasonable time
SFN	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

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PROJECT: Property Tax Assistance
RESPONSIBLE PARTY: Canada
PARTICIPANT/ LIAISON: Yukon, SFN, 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

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 SFNFA. 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:

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Responsibility	Activities	Timing
Yukon	Provide taxation authority and SFN with a list of SFN 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 SFN 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
SFN	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 SFN 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
SFN	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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Responsibility	Activities	Timing
	OR, 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
SFN	Pay taxes to taxation authority.	By July 2 of each year
Yukon	If the Yukon homeowner's grant was not deducted from SFN's tax bill at the time the taxes were paid by SFN, pay to SFN the amount of the Yukon homeowner's grant for which SFN is eligible.	Annually, within a reasonable time following receipt of SFN's homeowner's grant application form.

Further activities for implementing this obligation are set out immediately below, again in two groupings: the first, for what will occur if the Effective Date falls on January 1 and the second, for what will occur if the Effective Date falls on January 2 or a later date during the year.

If the Effective Date falls on January 1:

Responsibility	Activities	Timing
Canada	Prepare a multi-year funding arrangement with the SFN to reimburse property taxes less homeowners grant received, and forward the multi-year funding arrangement to the SFN.	As soon as practicable after Effective Date
SFN	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement

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Responsibility	Activities	Timing
SFN	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by SFN for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by SFN, in the year of the Effective Date and each subsequent year for nine years
Canada	Following receipt of information from SFN about the amount of property taxes paid and homeowner's grant received by SFN in a calendar year, calculate the amount of the assistance to be paid.	Annually, as soon as practicable after receipt of information from SFN
Canada	Pay to SFN the calculated amount of assistance pursuant to the multi-year funding arrangement.	As soon as practicable

OR

If the Effective Date falls on a day between January 2 and December 31, inclusive:

Responsibility	Activities	Timing
Canada	Prepare a multi-year funding arrangement with the SFN to reimburse property taxes less homeowners grant received, and forward the multi-year funding arrangement to the SFN.	As soon as practicable after Effective Date
SFN	Return signed multi-year funding arrangement to Canada.	As soon as practicable after signing multi-year funding arrangement

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Responsibility	Activities	Timing
SFN	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by SFN for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by SFN, in the year of the Effective Date and each subsequent year for ten years
Canada	Following receipt of information from SFN about the amount of property taxes paid and homeowner's grant received by SFN 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 plan.	Annually, as soon as practicable after receipt of information from SFN
Canada	Pay to SFN the amount of assistance stipulated in the multi-year funding arrangement.	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 SFN Settlement Land when the application form for the homeowner's grant is sent to the SFN. As part of the process of applying for the homeowner's grant, the SFN will sign a declaration concerning eligibility of properties for the homeowner's grant.
4. Formulas for Calculation of Property Taxation Assistance: If the Effective Date of the SFNFA 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:

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- 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 thereof;
- Y = the number of days remaining in the calendar year, from the Effective Date or anniversary thereof to December 31, inclusive; and,
- T = the amount of the property taxes paid by SFN for that taxation year minus the homeowner's grant received by SFN 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:	$(T \times X/365) \times 10\% =$	

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- PROJECT: Property assessment and taxation of Fee Simple Settlement Land
- RESPONSIBLE PARTY: Yukon
- PARTICIPANT/ LIAISON: SFN

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); SFNSGA 14.9

Responsibility	Activities	Timing
Yukon, SFN	For the first assessment roll prepared following the Effective Date, discuss and attempt to reach agreement on tax classifications and amounts for SFN Fee Simple Settlement Land.	Prior to finalization of assessment roll

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PROJECT: Action by taxing authority for non-payment of Property Taxes for Fee Simple Settlement Land

RESPONSIBLE PARTY: Yukon or other taxing authority ("Taxing Authority")

PARTICIPANT/ LIAISON: SFN

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; SFNSGA 14.9, 14.11

Responsibility	Activities	Timing
Taxing Authority	Provide SFN or any SFN 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 SFN or any SFN 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

Responsibility	Activities	Timing
Taxing Authority	Provide notice to SFN if Taxing Authority decides to attach the assets of the SFN or any SFN Corporation owing the taxes, and/or to initiate other remedies.	If taxes remain unpaid six months after the withdrawal of any Local Government Services

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PROJECT: Action by Yukon or Municipality for non-payment by SFN for Local Government Services

RESPONSIBLE PARTY: Yukon or Municipality

PARTICIPANT/ LIAISON: SFN

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: 26.3.0 (all)

Responsibility	Activities	Timing
Yukon or Municipality	Provide SFN 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 or Municipality	Notify SFN 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 or Municipality	At discretion, refer the matter to dispute resolution process under 26.3.0.	If arrears remain unpaid 6 months after withdrawal of services

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PROJECT: Forgiveness of outstanding Property Taxes on SFN Settlement Land

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

- 21.6.1.1 The Yukon shall forgive Property Taxes outstanding as at the Effective Date of this Agreement in respect of Selkirk First Nation Settlement Land.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Forgive outstanding Property Taxes on SFN Settlement Land.	As at the Effective Date

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PROJECT: Preparation of an economic development opportunities plan

RESPONSIBLE PARTY: Canada, Yukon, SFN

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

Responsibility	Activities	Timing
SFN	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 workplan including timelines and identify resources required to complete the economic development opportunities plan.	As soon as practicable upon receipt of notice

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Responsibility	Activities	Timing
Parties	Identify Government programs that may be accessed to assist SFN to participate in this planning process.	Concurrent with development of the workplan
Planning group	Develop the economic development opportunities plan taking into account all factors listed.	In accordance with timelines set out in the workplan
Planning group	Present draft of the economic development opportunities plan and associated recommendations to the Parties.	In accordance with timelines set out in the workplan
Parties	Review draft of the economic development opportunities plan and associated recommendations and submit comments to the planning group.	In accordance with timelines set out in the workplan
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 timelines set out in the workplan
Parties	Approve the economic development opportunities plan and associated recommendations.	In accordance with timelines set out in the workplan

Planning Assumptions

1. The economic development opportunities plan will take into account existing economic development priorities of the SFN.
2. The workplan may include provision for public participation.
3. Nothing in the economic development opportunities plan shall be construed to impose an obligation on Government or SFN 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: SFN, 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, 22.8.1, Chapter 22 Schedule A Part I 1.0; 28.3.3, 28.3.3.5, 28.9.1

Responsibility	Activities	Timing
Government, SFN	Exchange information regarding SFN 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 Government employment plan required pursuant to Chapter 22 Schedule A Part I 4.0 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 SFN.
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 or obliges Government to allocate additional funds to carry out this activity.

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People

RESPONSIBLE PARTY: SFN, 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, 22.8.1, Chapter 22 Schedule A Part I 1.0; 28.3.3.5

Responsibility	Activities	Timing
SFN, Yukon	Develop a workplan, including contacts, timelines and information requirements to enable the parties to explore ways to make apprenticeship programs more flexible.	At the request of SFN and within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
SFN, Yukon	Assess employment opportunities within the trades sector.	As established in the workplan
SFN, Yukon	Contact trade unions to encourage their participation in the review of apprenticeship programs.	As established in the workplan
SFN, Yukon	Review existing apprenticeship training programs to assess their effectiveness in promoting greater participation by Yukon Indian People.	As established in the workplan

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Responsibility	Activities	Timing
SFN, 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
SFN, 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 or obliges Government to allocate additional funds to carry out this activity.

**SELKIRK FIRST NATION FINAL AGREEMENT
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PROJECT: Notice of tenders to SFN by the Yukon

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

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
SFN	Advise Yukon that SFN 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
SFN	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 SFN 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 SFN if it is on such lists.	At the time Yukon invites tenders

**SELKIRK FIRST NATION FINAL AGREEMENT
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Planning Assumptions

1. Additions to the source lists made between release periods can be accessed by SFN through the Yukon's Contract Administration Branch.
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 or obliges Government to allocate additional funds to carry out this activity.

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PROJECT: Information on non-public contracts

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

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 SFN 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 or obliges Government to allocate additional funds to carry out this activity.

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PROJECT: Inclusion of SFN on federal contract lists

RESPONSIBLE PARTY: Canada

PARTICIPANT/ LIAISON: SFN

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
SFN	Advise Canada if SFN 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 SFN request
SFN	Notify Canada of qualifications, etc. when indicating on which contract list SFN wishes to be included.	At discretion
Canada	Notify SFN if SFN included on specific contract lists.	At request of SFN
Canada	Provide publicly available information with respect to contracts that have been awarded in Yukon.	As soon as practicable after SFN 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 or obliges Government to allocate additional funds to carry out this activity.

PROJECT: Access to Government contracting and registration

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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

Responsibility	Activities	Timing
Government	Provide information to Selkirk People and/or SFN corporations regarding access to contracts, standing offer agreements, how to register on lists or inventories.	At request of Selkirk People and/or SFN corporations
Government	Provide this information through seminars/ workshops.	Where practicable

Planning Assumptions

1. For the purposes of this clause, Selkirk People may be represented by SFN.
2. When seminars/workshops are arranged, there may be an initial consultation process between SFN 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 or obliges Government to allocate additional funds to carry out this activity.

PROJECT: Structuring contracts to a manageable size

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

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
SFN	Based on contracting information provided under 22.5.3, and if the SFN has concerns that a particular contract does not meet the objectives of 22.5.10, contact Yukon requesting further information.	At discretion
Yukon	In response to SFN's inquiry as to why contract in question was not structured of a size manageable by small businesses, provide additional information.	Upon request of SFN

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 or obliges Government to allocate additional funds to carry out this activity.

PROJECT: Assisting Yukon Indian People to invest in public corporations
RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN, 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, 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 SFN
SFN, 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, depending on the circumstances.	Within a reasonable period of time following the request
SFN, 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 3.0.

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 or obliges Government to allocate additional funds to carry out this activity.

PROJECT: Participation of SFN corporations with Yukon Development Corporation

RESPONSIBLE PARTY: Yukon Development Corporation, SFN 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

Responsibility	Activities	Timing
SFN corporations and Yukon Development Corporation	At discretion, discuss participation with SFN corporations or Yukon Development Corporation in economic opportunities such as joint ventures, partnerships and equity participation in subsidiary corporations.	After Effective Date
SFN corporations or Yukon Development Corporation	At discretion, propose participation in specific economic opportunities.	When the opportunity arises
SFN corporations or Yukon Development Corporation	Review/study proposal at discretion. Respond to initiating party; accept or decline proposal.	Within a reasonable time period
SFN 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 or obliges Government to allocate additional funds to carry out this activity.

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PROJECT: SFN participation in acquisition or disposal of Yukon Development Corporation business ventures

RESPONSIBLE PARTY: Yukon Development Corporation

PARTICIPANT/ LIAISON: SFN

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 Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture, notify SFN of opportunity to participate and provide relevant information.	In sufficient time to enable SFN to fully consider the opportunity
SFN	At discretion, research feasibility of participation in acquisition or disposal of business venture.	After notification of business opportunity
SFN	At discretion, participate in acquisition or disposal of business venture with 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 or obliges Government to allocate additional funds to carry out this activity.

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PROJECT: Establishment of procedures for joint capital planning

RESPONSIBLE PARTY: SFN, 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), 4.0 (all), 5.0 (all), 7.0 (all)

Responsibility	Activities	Timing
SFN, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and SFN.	At the request of one of the Parties
SFN, Government	Discuss common interests and mutual priorities.	
SFN, Government	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable
SFN, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments, agencies, crown corporations and SFN.	At the request of one of the Parties
SFN, Government	Discuss common interests and mutual priorities.	
SFN, Government	As agreed, establish procedures including negotiations, studies, sharing of information, 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. There are two objectives for establishing procedures through two bilateral discussions. The first deals with procedures for public works and infrastructure developments for Government and YFNs. The second 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: Annual review of Yukon Economic Strategy

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

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 annual review of Yukon Economic Strategy. Request names of delegates.	Annually
SFN	Provide Yukon with names of delegates.	Annually
Yukon	Invite delegates and ensure that at least one quarter of total delegates are Yukon Indian People or their representatives.	Annually

Planning Assumptions

- 1. The requirements of this clause shall be a criterion in the normal process of arranging the annual 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 or obliges Government to allocate additional funds to carry out this activity.

PROJECT: Development of plan regarding representative public service

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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 a representative public service located in the Traditional Territory of the Selkirk First Nation that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.
- 1.2 Government shall Consult with the Selkirk 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 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;

OBLIGATIONS ADDRESSED:

- 1.6.8 measures to manage the effect of the Government plan on the ability of the Selkirk First Nation to recruit and retain qualified employees; and
- 1.6.9 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, 4.1.5; 22.4.1, 22.4.2, Chapter 22, Schedule A Part I 1.7 (all)

Responsibility	Activities	Timing
Government	Initiate and develop a proposal for a plan designed to attain the above stated goals, including matters involving job descriptions and commencing with the issues within the SFN Traditional Territory. Notify SFN 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
SFN, Government	Discuss proposal for plan and develop outline of plan.	Within a reasonable time following notification to SFN
Government	Develop a draft plan and forward to SFN.	As soon as practicable
SFN	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 SFN's primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on the SFN Traditional Territory.
- 2. Both Governments will be undertaking their own plans, with appropriate coordination between the two Governments.

PROJECT: Consolidation of plan regarding representative public service

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part I

1.4 Government may consolidate the plan, after Consultation with the Selkirk 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 Selkirk People set out in the plan.

CROSS REFERENCED CLAUSES: Chapter 2, Schedule B 4.1, 4.1.5; Chapter 22
Schedule A Part I 1.1

Responsibility	Activities	Timing
Government	Notify SFN of desire to consolidate the plan with other plans. Provide details and request comments.	If Government intends to consolidate the plan
SFN	Prepare and present views, considering whether the consolidation will adversely affect benefits of SFN set out in the plan.	Within a reasonable time period
Government	Provide full and fair consideration of views presented.	
Government, SFN	Determine whether the consolidation would adversely affect the benefits to SFN set out in the plan.	Following Consultation
Government	At discretion, and if it is determined that there are no adverse effects to SFN, consolidate the plans.	Following Consultation

Planning Assumptions

1. This activity may be initiated at the request of SFN.
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: SFN

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 Selkirk People and other residents of the Traditional Territory of the Selkirk First Nation to obtain employment and to receive promotions.

CROSS REFERENCED CLAUSES: Chapter 2, Schedule B 4.1, 4.1.5, 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.	After Effective Date
Government	Make available to SFN 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 SFN

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: Negotiation of a Project agreement where Yukon has jurisdiction to issue a Decision Document

RESPONSIBLE PARTY: Yukon, SFN, Project developer, Canada

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part I

2.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Selkirk First Nation which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Selkirk First Nation and the Yukon negotiate a Project agreement.

2.3 Project agreements referred to in 2.2 may include:

2.3.1 employment opportunities for Selkirk People;

2.3.2 business opportunities for the Selkirk First Nation or for Selkirk People, including contracts and the provision of goods and services;

2.3.3 investment opportunities for the Selkirk First Nation including equity purchase; and

2.3.4 other measures to mitigate negative socio-economic effects of the Project on the Selkirk First Nation or Selkirk People.

2.4 The provisions in 2.2 shall expire on January 1, 2019, unless the parties to this Agreement agree to extend the period of the application of 2.2.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2, Schedule B, 4.1, 4.1.5, Chapter 22, Schedule A Part I 2.1

Responsibility	Activities	Timing
Yukon	At discretion of the Yukon Minister, where Yukon has jurisdiction to issue a Decision Document reviewed by a panel of YDAB, include a provision in Decision Document to require SFN, Yukon and the developer to negotiate a Project agreement.	Until Jan. 1, 2019, unless the parties agree to extend the period of the application of 2.2

Responsibility	Activities	Timing
Yukon, SFN, Project developer	Negotiate Project agreement.	If required by Decision Document
Canada, Yukon, SFN	Enter agreement to extend period of application of 2.2.	If agreed to by Parties

Planning Assumptions

1. In developing government information or forms to be provided to prospective developers, Government will consider including information that encourages developers to discuss their projects with affected YFNs during the initial planning stages and prior to any reviews by a panel of YDAB.
2. Yukon will consult with SFN before requiring in a Decision Document that the developer, SFN and Yukon negotiate a Project agreement.

PROJECT:	Preparation of a regional economic development plan for SFN Traditional Territory
RESPONSIBLE PARTY:	Canada, Yukon, SFN
PARTICIPANT/ LIAISON:	Municipal or district government, commercial and industrial interests, other residents of the SFN Traditional Territory

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part I

- 3.1 No later than one year after the Effective Date of this Agreement, Government and the Selkirk First Nation shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of the Selkirk First Nation.
- 3.2 Government and the Selkirk First Nation shall provide the opportunity to involve a municipal or district government, if any, existing commercial and industrial interests within the Traditional Territory of the Selkirk First Nation, and other residents of the Traditional Territory of the Selkirk First Nation in the preparation of the regional economic development plan.
- 3.3 The regional economic development plan shall:
 - 3.3.1 examine the state of the economy in the Traditional Territory of the Selkirk First Nation;
 - 3.3.2 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 the Selkirk First Nation;
 - 3.3.3 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
 - 3.3.4 recommend priorities for economic development in the Traditional Territory of the Selkirk First Nation;
 - 3.3.5 recommend measures to integrate the Selkirk First Nation economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan;
 - 3.3.6 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;
 - 3.3.7 recommend actions which Government and the Selkirk First Nation should take to implement the regional economic development plan;

OBLIGATIONS ADDRESSED:

- 3.3.8 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;
- 3.3.9 provide for periodic review and evaluation of the regional economic development plan; and
- 3.3.10 recommend a process of amendment for the regional economic development plan.
- 3.4 Nothing in 3.1, 3.2, and 3.3 shall be construed to impose on Government or the Selkirk First Nation an obligation to implement the recommendations of the regional economic development plan.
- 3.5 Nothing in the regional economic development plan shall be construed to:
- 3.5.1 prevent the Selkirk First Nation or Selkirk People from accessing or making use of economic development programs of general application available to Yukon residents or Canadian citizens; or
- 3.5.2 restrict access by Selkirk People to any other employment or training position available outside the Traditional Territory of the Selkirk First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; 22.3.1, Chapter 22 Schedule A Part I 4.1, 4.2; Chapter 22 Schedule A Part II

Responsibility	Activities	Timing
SFN	Notify Canada and Yukon of intention to establish tripartite planning group to prepare a regional economic development plan for the SFN Traditional Territory.	After the Effective Date and in sufficient time to commence preparation of the regional economic development plan within one year of the Effective Date

Responsibility	Activities	Timing
Parties	Establish planning group, develop workplan including timelines and identify resources required to complete the regional economic development plan.	As soon as practicable after receipt of notice
Parties	Identify Government programs that may be accessed to assist SFN to participate in this planning process.	Concurrent with development of the workplan
Planning group	Develop the regional economic development plan taking into account all factors listed.	In accordance with timelines set out in the workplan
Planning group	Present draft of the regional economic development plan and associated recommendations to the Parties.	In accordance with timelines set out in the workplan
Parties	Review draft of the regional economic development plan and associated recommendations and submit comments to the planning group.	In accordance with timelines set out in the workplan
Planning group	Incorporate the comments of the Parties and present final draft of the regional economic development plan and associated recommendations to the Parties for approval.	In accordance with timelines set out in the workplan
Parties	Approve the regional economic development plan and associated recommendations.	In accordance with timelines set out in the workplan

Planning Assumptions

1. The regional economic development plan will take into account existing economic development priorities of the SFN.
2. The workplan may include provision for public participation.

3. Nothing in the regional economic development plan shall be construed to impose an obligation on Government or SFN to implement the recommendations of the regional economic development plan.

PROJECT: Negotiation of economic development agreements

RESPONSIBLE PARTY: Government, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part I

4.1 Government may enter into economic development agreements with the Selkirk First Nation which provide:

4.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of the Selkirk First Nation and to organizations, businesses and corporations owned by those residents, Selkirk People or the Selkirk First Nation;

4.1.2 for the participation of the Selkirk 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 Government and the Selkirk First Nation shall take into consideration the regional economic development plan developed pursuant to 3.0, if completed, when negotiating an economic development agreement referred in 4.1.

4.3 Economic development agreements referred to in 4.1:

4.3.1 shall describe the purposes for which technical and financial assistance may be used;

4.3.2 may provide for a financial contribution by the Selkirk First Nation, consistent with the ability of the Selkirk First Nation to contribute; and

4.3.3 may provide for a financial contribution by Government for the purposes of the agreements.

4.4 The Selkirk 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, 4.1.5; 22.6.6, Chapter 22 Schedule A Part I 3.0

Responsibility	Activities	Timing
Government, SFN	At discretion of any Party, initiate request to negotiate economic development agreements with SFN.	After the Effective Date
Government, SFN	Assess need to negotiate economic development agreement.	
Government, SFN	Respond to request to enter negotiations.	Within a reasonable period of time
Government, SFN	If agreed, negotiate economic development agreements taking into consideration regional economic development plan developed pursuant to 3.0, if plan completed.	As required
SFN, Government	Nominate members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement referred to in 4.1.	As required pursuant to the economic development agreement

PROJECT:	Negotiation of terms and conditions for acquiring interest in a Project
RESPONSIBLE PARTY:	SFN, Proponent
PARTICIPANT/ LIAISON:	None identified
OBLIGATIONS ADDRESSED:	
	Chapter 22, Schedule A Part I
	5.2 The Selkirk 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 the Selkirk First Nation, at the request of the Selkirk First Nation, shall negotiate the terms and conditions of the Selkirk 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 the Selkirk First Nation an offer setting out all the proposed terms and conditions of the Selkirk 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 the Selkirk 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 the Selkirk First Nation under 5.0 for that Project.
	5.7 The Proponent shall, as soon as practicable:
	5.7.1 give notice to the Selkirk First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Selkirk First Nation; and
	5.7.2 give notice to the Selkirk First Nation of receipt of all regulatory approvals required to start construction of a Project.
CROSS REFERENCED CLAUSES:	Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6; Chapter 22 Schedule A Part I 5.1, 5.3 (all), 5.8, 5.11 (all)

Responsibility	Activities	Timing
Proponent	Communicate to SFN about any proposed Projects within SFN Traditional Territory.	Annually and preferably at least six months prior to offering an option to SFN
Proponent	Provide general information with respect to proposed Projects.	At request of SFN and within a reasonable period of time after request
Proponent	Provide notice to SFN of completion of all studies and investigations into the feasibility of a Project.	As soon as practicable
Proponent	Make studies available to SFN.	At request of SFN
Proponent	Provide notice to SFN of receipt of all regulatory approvals.	As soon as practicable after receipt of regulatory approvals
SFN, Proponent	Enter into negotiations regarding terms and conditions of acquiring an interest in the Project.	After Proponent provides above notice, and after request by SFN
Proponent	Provide to SFN a written offer setting out terms and conditions for acquiring an interest in the Project pursuant to 2.2.	At least 270 days after notice given under 2.7.2
SFN	At discretion, accept offer.	Within 30 days of written offer

Planning Assumption

1. If both parties agree to do so, the Proponent and SFN may enter into discussions prior to the receipt of all regulatory approvals concerning acquisition of an interest in a Project by the SFN.

PROJECT: Offer to purchase Selkirk First Nation interest in a Project

RESPONSIBLE PARTY: SFN

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, the Selkirk 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 offer referred to in 5.9, by advising the Selkirk First Nation in writing of its intention to exercise the right and to complete the purchase within the following 100 days.

CROSS REFERENCED CLAUSES: Chapter 2, Schedule B 4.1, 4.1.5; 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>	
SFN	Upon receipt of a bona fide offer to purchase SFN interest, if willing to accept an offer to purchase SFN interest, communicate terms of the offer to the Proponent.	As necessary
Proponent	Advise SFN 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 SFN interest

PROJECT: Economic opportunities agreement for Granite Canyon project

RESPONSIBLE PARTY: Yukon or an agency or corporation of the Yukon, SFN, Developer (as defined in Chapter 22 Schedule A Part I 5.14)

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A, Part I

- 5.13.1 If the Yukon, or an agency or corporation of the Yukon, decides to proceed with a hydro-electric or water storage project at Granite Canyon, the Selkirk First Nation shall be invited to make a proposal to build or develop that hydro-electric or water storage project, and all such proposals received shall be assessed according to criteria included in the request for proposals.
- 5.14 Where the Yukon, or an agency or corporation of the Yukon, or any assignee or grantee thereof (collectively the "Developer"), decides to proceed with a hydro-electric or water storage project at Granite Canyon and the Developer is not the Selkirk First Nation or a Selkirk Firm, the Yukon shall require that the Developer and the Selkirk First Nation make best efforts to negotiate an economic opportunities agreement related to the construction and operation of such project.
- 5.15 If the Developer and the Selkirk First Nation do not agree upon the provisions referred to in 5.14.1 to be included in the economic opportunities agreement, then the following provisions shall apply.
- 5.15.1 the Yukon shall, after Consultation with the Selkirk First Nation and the Developer, decide upon the provisions to be included in the economic opportunities agreement.
- 5.15.2 the Yukon shall forward the decision referred to in 5.15.1 with written reasons to the Selkirk First Nation and the Developer and thereupon:
- 5.15.2.1 the Selkirk First Nation and the Developer may each make final recommendations to the Yukon with written reasons regarding the provisions to be included in the economic opportunities agreement; and
- 5.15.2.2 the Yukon shall then make a final decision as to the provisions to be included in the economic opportunities agreement.

OBLIGATIONS ADDRESSED:

5.16 The Yukon, the Selkirk First Nation, and the Developer shall, within two years of the development of the economic opportunities agreement and every five years thereafter, review the implementation of the economic opportunities agreement unless the Yukon, the Selkirk First Nation and the Developer otherwise agree.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; 7.8.1 (all); Chapter 22 Schedule A Part I 5.14.1 (all), 5.14.2, 5.17

Responsibility	Activities	Timing
Yukon or an agency or corporation of the Yukon	If a decision is made to proceed with a hydro-electric project or water storage project at Granite Canyon, invite SFN to make a proposal to build or develop that project, indicating any criteria by which such proposals will be assessed.	As necessary
SFN	At discretion, submit to the Yukon a proposal to build or develop the hydro-electric or water-storage project.	Within a reasonable period of time following the request for proposals
Yukon or an agency or corporation of the Yukon	If SFN submits a proposal, assess proposal according to criteria included in the request for proposals.	Within a reasonable period of time following receipt of proposal
Yukon	If a decision is made to proceed with a hydro-electric project or water storage project at Granite Canyon and SFN or a Selkirk Firm is not the Developer, require that the Developer and SFN make best efforts to negotiate an economic opportunities agreement related to the construction and operation of such project.	As necessary
Developer, SFN	Make best efforts to negotiate an economic opportunities agreement related to the construction and operation of such project.	Within a reasonable period of time

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
	<u>If the Developer and SFN do not agree upon the provisions referred to in 5.14.1 to be included in the agreement:</u>	
Yukon	Notify SFN and Developer to initiate Consultation with respect to provisions to be included in the economic opportunities agreement. Provide details.	As necessary
SFN, Developer	Prepare and present views to Yukon.	Within a reasonable period of time indicated by Yukon
Yukon	Consider fully and fairly the views presented by SFN and the Developer and determine the provisions to be included in the economic opportunities agreement. Forward decision with written reasons to SFN and Developer.	As soon as practicable
SFN, Developer	Each make final recommendation to the Yukon with written reasons.	After receipt of decision from Yukon
Yukon	Make final decision as to the provisions to be included in the economic opportunities agreement.	As soon as practicable
Yukon, SFN, and Developer	Unless the parties otherwise agree, review the implementation of the economic opportunities agreement.	Within two years of the development of the economic opportunities agreement and every 5 years thereafter

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT:	Inclusion of criteria for special aboriginal or local knowledge
RESPONSIBLE PARTY:	Boards in 2.12.1, Designated Office (12.2.0)
PARTICIPANT/ LIAISON:	None identified
OBLIGATIONS ADDRESSED:	
	Chapter 22, Schedule A Part I
	6.1 The Boards referred to in 2.12.1 of this Agreement and the Designated Office defined in 12.2.0 of this Agreement 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.
	6.2 Nothing in 6.1 shall be construed to mean that a criterion for employment of Selkirk People shall be the determining criterion in awarding any contract.
CROSS REFERENCED CLAUSES:	2.12.1; Chapter 2 Schedule B, 4.1, 4.1.5; 12.2.0 (all); UFA Implementation Plan, Annex B, Part I, Board Services and Facilities

Responsibility	Activities	Timing
Boards listed in 2.12.1, Designated Office under 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

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Agreements to give effect to Chapter 22

RESPONSIBLE PARTY: Canada, Yukon, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part I

7.1 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 this chapter.

7.2 An agreement referred to in 7.1 shall state whether, and if so, to what extent, the agreement is binding on the parties to the Agreement.

7.3 Nothing in this Agreement shall be construed to limit the ability of the Selkirk 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 the Selkirk First Nation, in a manner which is consistent with the culture, values and identity of the Selkirk First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; 22.1.0 (all)

Responsibility	Activities	Timing
Canada, SFN, 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, SFN, Yukon	Proceed with discussions toward the development of agreements.	If the Parties agree to proceed

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Consultation regarding design of Lots at the Pelly Airstrip Reserve and Minto Airstrip Reserve

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part 1

8.1 In 8.0, the following definitions shall apply.

“Lots” means parcels of land within the Pelly Airstrip Reserve on the Minto Airstrip Reserve.

“Pelly Airstrip Reserve” means the area shown on Sketch 2 or Territorial Resource Base Map 115 I/15 dated July 21, 1997 in Appendix B - Maps, which forms a separate volume to this Agreement.

“Minto Airstrip Reserve” means the area shown on Sketch 1 on Inset Sketch on Territorial Resource Base Map 115 I/10 dated July 21, 1997 in Appendix B - Maps, which forms a separate volume to this Agreement.

8.4 The Yukon shall Consult with the Selkirk First Nation in the planning and design of Lots.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5

Responsibility	Activities	Timing
Yukon	Notify SFN to initiate Consultation with respect to the planning and design of Lots. Provide details.	As necessary
SFN	Prepare and present views to Yukon.	Within a reasonable period of time indicated by Yukon
Yukon	Provide full and fair consideration to the views provided. Notify SFN of outcome.	As soon as practicable

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Right of first refusal to obtain a leasehold interest in Lots at Pelly Airstrip Reserve and Minto Airstrip Reserve

RESPONSIBLE PARTY: Yukon, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part 1

8.2 If Lots are made available for lease from the Yukon in connection with aviation activities, the Selkirk First Nation shall have a right of first refusal to obtain a leasehold interest in one of the Lots at the Pelly Airstrip Reserve and in one of the Lots at the Minto Airstrip Reserve.

8.2.1 Upon Lots being made available for lease from the Yukon in connection with aviation activities, the Yukon shall give notice in writing to the Selkirk First Nation of the fact, and the terms and conditions upon which the Lots may be leased.

8.2.2 The Selkirk First Nation may exercise its right of first refusal referred to in 8.2 at any time during the 30 days following the date upon which it received the notice referred to in 8.2.1, by advising the Yukon in writing of the Lots in respect of which it intends to exercise the right.

8.2.3 If the Selkirk First Nation fails, within the 30 days following its receipt of the notice referred to in 8.2.1, to advise the Yukon that it wishes to exercise its right of first refusal, it shall be deemed to have given notice that it will not be exercising that right.

8.2.4 If the Selkirk First Nation notifies the Yukon that it is not exercising its right of first refusal referred to in 8.2 or if it is deemed to have given notice that it is not exercising that right pursuant to 8.2.3, the Yukon may offer the Lots to others upon the same terms and conditions as were offered to the Selkirk First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part 1 8.1, 8.3

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

Responsibility	Activities	Timing
Yukon	If Lots are made available for lease from Yukon in connection with aviation activities at the Pelly Airstrip Reserve, notify SFN and provide terms and conditions upon which the Lots may be leased.	As necessary
Yukon	If Lots are made available for lease from Yukon in connection with aviation activities at the Minto Airstrip Reserve, notify SFN and provide terms and conditions upon which the Lots may be leased.	As necessary
SFN	Determine whether to exercise its right of first refusal to obtain a leasehold interest in one of the Lots at the Pelly Airstrip Reserve. If exercising its right of first refusal, notify Yukon of the decision in writing.	Within 30 days after receipt of notice
SFN	Determine whether to exercise its right of first refusal to obtain a leasehold interest in one of the Lots at the Minto Airstrip Reserve. If exercising its right of first refusal, notify Yukon of the decision in writing.	Within 30 days after receipt of notice
Yukon	If SFN has notified the Yukon that it is not exercising its right of first refusal or if SFN is deemed to have given such notice pursuant to 8.2.3, at discretion, offer the Lot(s) to others upon the same terms and conditions as were offered to the SFN.	As necessary

Planning Assumption

1. This cycle of activities will repeat until such time as SFN has obtained, by exercising its right of first refusal, a leasehold interest in one Lot at the Pelly Airstrip Reserve and one lot at the Minto Airstrip Reserve.

PROJECT: Right to acquire new licences or permits in the commercial freshwater fishing industry

RESPONSIBLE PARTY: Yukon, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part II

- 1.1 The Selkirk 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 the Selkirk First Nation as follows:
- 1.1.1 Government shall offer to the Selkirk First Nation any new licences or permits in respect of commercial freshwater fishing until the Selkirk First Nation and Selkirk Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Selkirk First Nation.
- 4.7 The Selkirk 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 the Selkirk First Nation under 1.0, 2.0 or 3.0.
- 4.9 When the Selkirk 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 the Selkirk 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 the Selkirk 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 the Selkirk First Nation pursuant to these provisions where the Selkirk First Nation has sold or assigned that licence or permit.

OBLIGATIONS ADDRESSED:

- 4.12 Nothing in 1.0, 2.0 and 3.0 shall be construed to prevent the Selkirk First Nation or a Selkirk 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 January 1, 2019, unless the parties to this Agreement agree to extend the application of those provisions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 4.2

Responsibility	Activities	Timing
Yukon, SFN	Determine whether the SFN and SFN Firms together have been allocated 25% of the commercial freshwater fishing quota in the SFN Traditional Territory. <u>Prior to January 1, 2019, if the 25% allocation has not been met:</u>	After the Effective Date, prior to any new licences or permits being issued
Yukon	Notify SFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to SFN 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
SFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If SFN 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 wilderness adventure travel industry

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

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 the Selkirk First Nation, the Selkirk 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 the Selkirk 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 Selkirk 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 the Selkirk 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 the Selkirk First Nation any new licences or permits issued from time to time until the Selkirk First Nation and Selkirk Firms together have been issued 25 percent of the licences or permits issued from time to time.

4.7 The Selkirk 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 the Selkirk First Nation under 1.0, 2.0 or 3.0.

4.9 When the Selkirk 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 the Selkirk First Nation.

OBLIGATIONS ADDRESSED:

- 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 the Selkirk 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 the Selkirk First Nation pursuant to these provisions where the Selkirk 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 the Selkirk First Nation or a Selkirk 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 January 1, 2019, unless the parties to this Agreement agree to extend the application of those provisions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 4.2

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 SFN Traditional Territory:</u>	
Government, SFN	Determine whether the SFN and SFN Firms together have been allocated 25% of the commercial wilderness adventure travel industry licences or permits in the SFN Traditional Territory.	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 Jan. 1, 2019, if the 25% allocation has not been met:</u>	

Responsibility	Activities	Timing
Government	Notify SFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to SFN 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
SFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If SFN 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 January 1, 2019, if the 25% allocation has not been met:</u>	
Government	Notify SFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to SFN any new licence or permit, issued from time to time, until the SFN and Selkirk 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
SFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If SFN 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:	SFN

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 the Selkirk First Nation, the Selkirk 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 the Selkirk 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 Selkirk 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 the Selkirk 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 the Selkirk First Nation any new licences or permits issued from time to time until the Selkirk First Nation and Selkirk Firms together have been issued 25 percent of the licences or permits issued from time to time.

3.2 In calculating the number of licenses or permits required to be offered to the Selkirk First Nation pursuant to 3.1, the total number of licenses or permits to be issued at Ta'tla Mun in respect of a sector of the commercial freshwater sports fishing industry shall be included in the total number of licenses or permits to be issued in the Traditional Territory of the Selkirk First Nation in respect of that sector.

3.3 The number of licenses or permits offered to Selkirk First Nation pursuant to 6.1 of Schedule B - Ta'tla Mun Special Management Area of Chapter 10 - Special Management Areas, shall not be included in the calculation of the number of licenses or permits required to be offered to the Selkirk First Nation pursuant to this schedule.

OBLIGATIONS ADDRESSED:

- 4.7 The Selkirk 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 the Selkirk First Nation under 1.0, 2.0 or 3.0.
- 4.9 When the Selkirk 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 the Selkirk 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 the Selkirk 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 the Selkirk First Nation pursuant to these provisions where the Selkirk 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 the Selkirk First Nation or a Selkirk 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 January 1, 2019, unless the parties to this Agreement agree to extend the application of those provisions.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; 16.5.4, Chapter 22 Schedule A Part II 4.2

Responsibility

Activities

Timing

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 SFN Traditional Territory:

Yukon, SFN	Determine whether the SFN and SFN Firms together have been allocated 25% of the commercial freshwater sports fishing quota in the SFN Traditional Territory.	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 Jan. 1, 2019, if the 25% allocation has not been met:</u>	
Yukon	Notify SFN of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to SFN 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
SFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If SFN 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 January 1, 2019, if the 25% allocation has not been met:</u>	
Yukon	Notify SFN of decision to offer new licences or permits.	If new licences or permits are to be offered

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Yukon	Offer to SFN any new licence or permit, issued from time to time, until the SFN and Selkirk 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
SFN	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If SFN applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

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:	SFN
OBLIGATIONS ADDRESSED:	Chapter 22, Schedule A Part II 4.1 Government shall Consult with the Selkirk 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 the Selkirk First Nation.
CROSS REFERENCED CLAUSES:	Chapter 2 Schedule B 4.1, 4.1.5; 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)

Responsibility	Activities	Timing
Government	Notify SFN when Government is considering whether to establish or amend a licensing or permitting regime. Provide details to SFN.	Prior to making a decision to establish or amend a licensing or permitting regime
SFN	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 SFN
Government	Communicate decision to SFN.	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: SFN

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part II

4.2 Government shall Consult with the Selkirk 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 the Selkirk First Nation.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; 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)

Responsibility	Activities	Timing
Government	Notify SFN when Government is considering establishing or varying a limit on the number of permits and licences. Provide details to SFN.	Prior to making a decision to impose a limit or to vary existing limits on licences or permits
SFN	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. Communicate decision to SFN.	After Consultation with SFN

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: SFN recommendations regarding establishment or amendments to a licensing or permitting regime and placement or variation of a limit regarding industries described in Chapter 22, Schedule A Part II, 1.0, 2.0 and 3.0

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: Government

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part II

4.4 The Selkirk 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 the Selkirk First Nation pursuant to 4.4, respond in writing to the Selkirk 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, 4.1.5; 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

Responsibility	Activities	Timing
SFN	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 SFN, 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: SFN

PARTICIPANT/ LIAISON: Government

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part II

4.6 The Selkirk First Nation may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to the Selkirk First Nation pursuant to 1.0, 2.0 or 3.0.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 4.9, 4.11

Responsibility	Activities	Timing
SFN	Enter into joint ventures or other arrangements.	At discretion

Planning Assumption

1. Any requirement for notification to Government by SFN will be addressed in the licence or permit requirements.

PROJECT: Right to acquire outfitting concessions

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Chapter 22, Schedule A Part II

5.1 The Selkirk First Nation shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of the Selkirk 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 the Selkirk First Nation of that fact and of the terms and conditions upon which that concession might be acquired.

5.1.2 The Selkirk 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 the Selkirk 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 January 1, 2019, unless the parties to this Agreement agree to extend the application of this provision.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; 16.5.4

Responsibility	Activities	Timing
Yukon	Provide notice in writing to SFN 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 prior to January 1, 2019, unless the Parties agree to extend the application of 5.1
SFN	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 SFN.	Following receipt of written notice from SFN

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Calculation of Resource Royalty payments

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN, 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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
SFN	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 SFN 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, SFN, 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 SFN and include information regarding basis for calculation.	Annually, following first activity
Yukon	If there has been an overpayment or under payment to SFN, 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.

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Granting of fee simple interest within SFN Traditional Territory

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

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 SFN of application for fee simple interest in any Resource within SFN Traditional Territory. Provide details to SFN.	Upon receipt of application for a fee simple interest in any Resource
SFN	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 SFN.	As soon as practicable

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Changes to fiscal regime which would affect the Crown royalty regime

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN, 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
SFN	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 SFN.	Following decision

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Change to location of route, road or highway

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: Settlement Land Committee ("SLC")

OBLIGATIONS ADDRESSED:

Appendix A - Description of Settlement Land 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

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Rehabilitation of Settlement Land used as a haul road

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Appendix A - Description of Settlement Land 3.2.6

Government, upon ending its use of a haul road used as part of a Quarrying Right, shall, at the request of the Selkirk First Nation, rehabilitate Settlement Land used as part of that haul road;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Notify SFN 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
SFN	Determine if rehabilitation of Settlement Land used as part of the haul road is appropriate.	Following receipt of notice
SFN	Notify Yukon of decision regarding need for rehabilitation of Settlement Land used as part of the haul road that is Settlement Land.	Within a reasonable time indicated by Yukon
Yukon	If requested by SFN, rehabilitate Settlement Land that was used as part of the haul road.	Within a reasonable time following the SFN request

PROJECT: Alteration to Settlement Land to which a Specified Access Right applies

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Appendix A - Description of Settlement Land, 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 the Selkirk 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 will be necessary to significantly alter SFN Settlement Land to which to Specified Access Right applies, notify SFN of necessary alterations and provide details.	As necessary
SFN	Review information provided by Yukon relating to the alteration of the SFN Settlement Land in question to which a Specified Access Right applies. Grant or deny consent to alter that SFN 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

Responsibility	Activities	Timing
Yukon, SFN	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Government closure of all or any portion of a Realigned Roadway
RESPONSIBLE PARTY: Yukon
PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Appendix A - Description of Settlement Land, 3.2.9

Government may, following Consultation with the Selkirk 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 3.2.10

Responsibility	Activities	Timing
Yukon	Develop arrangements and procedures identifying contacts, timelines, 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 SFN 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
SFN	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 SFN. Notify SFN of outcome.	After SFN views presented to Yukon

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Closure of portions of the right-of-ways for the Klondike Highway and Old Klondike Highway
RESPONSIBLE PARTY: Yukon, SFN
PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

- R-1B subject to the following Special Conditions:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41950 CLSR, 25233 LTO lying within Parcel R-1B,
- R-3A subject to the following Special Conditions:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41948 CLSR 25232 LTO lying within Parcel R-3A;
- R-10B subject to the following Special Conditions:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41947 CLSR 25231 LTO lying within Parcel R-10B;
- R-11B subject to the following Special Conditions:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41947 CLSR 25231 LTO lying within Parcel R-11B;
- R-14B subject to the following Special Conditions:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41950 CLSR 25233 LTO lying within Parcel R-14B;
- R-45B subject to the following Special Condition:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41947 CLSR, 25231 LTO lying within Parcel R-45B,

OBLIGATIONS ADDRESSED:

- C-1B subject to the following Special Conditions:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41949 CLSR lying within Parcel C-1B;
- C-9B subject to the following Special Conditions:
- the Yukon shall close those portions of the right-of-way for the Klondike Highway shown on Plan 41949 CLSR lying within Parcel C-9B;
- C-17B subject to the following Special Condition:
- the Yukon shall close those portions of the right-of-way for the Old Klondike Highway shown on Plan 41949 CLSR lying within Parcel C-17B,

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Close portions of the right-of-ways for the Klondike Highway and Old Klondike Highway.	As soon as practicable
Yukon	Notify SFN of closure of the portions of the right-of-ways for the Klondike Highway and for the Old Klondike Highway.	After the portions of the right-of-ways have been closed

PROJECT: Lease of surface rights of land within Parcel R-6A subject to the Existing Mineral Right for the working of the Mines and Minerals

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN, holder of Existing Mineral Right

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

- R-6A subject to the following Special Conditions:
- Government, with the consent of the Selkirk First Nation, which consent shall not be unreasonably withheld, shall have a right to grant to the holder of any Existing Mineral Right a lease of the whole or any portion of the surface rights of the land situate within Parcel R-6A subject to the Existing Mineral Right for the working of the Mines and Minerals, in accordance with the Legislation which would apply if Settlement Land were Crown Land, and this Special Condition is without prejudice to any position the parties may wish to take respecting the scope of 5.6.2 of this Agreement in relation to any other Encumbering Right;
 - where, pursuant to the preceding Special Condition, the Selkirk First Nation withholds consent, Government or the Selkirk First Nation may refer the matter to the Surface Rights Board for a determination of whether the consent was unreasonably withheld, and if the Board determines the consent was unreasonably withheld, Government may grant the lease without the consent of the Selkirk First Nation,

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	If proposing to grant to the holder of any Existing Mineral Right a lease of the whole or any portion of the surface rights of the land situate within Parcel R-6A subject to the Existing Mineral Right for the working of the Mines and Minerals, seek consent of SFN.	Prior to granting lease

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Government	If SFN consents, grant the lease to the holder of the Existing Mineral Right in accordance with the Legislation which would apply if Settlement Land were Crown Land.	As necessary
Government or SFN	If SFN withholds consent, at discretion refer the matter to the Surface Rights Board for a determination of whether the consent was unreasonably withheld.	Within a reasonable period of time
Government, SFN	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	If the Surface Rights Board determines that the consent was unreasonably withheld, at discretion grant lease.	As necessary

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Reduction of right-of-way for the Casino Trail

RESPONSIBLE PARTY: Government

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-9A subject to:

- a 30 metre right-of-way for the road known as the Casino Trail and shown approximately by a dashed line designated as Casino Trail on Territorial Resource Base Maps 115 I/5 and 115 I/6, provided that, upon Government notifying the Selkirk First Nation that upgrading and constructing of the route known as the Casino Road, including any extension of the Casino Road, are completed to the satisfaction of Government, the right-of-way for the road known as the Casino Trail shall be reduced to 15 metres,

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	If upgrading and constructing of the route known as the Casino Road, including any extension of the Casino Road, are completed to the satisfaction of Government, notify SFN.	As necessary
Government	Reduce the right-of-way for the road known as the Casino Trail to 15 metres.	As soon as practicable after notifying SFN

PROJECT: Management of Parcels S-130 B/D and portions of Parcels R-18B, R-32B, R-42B

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-18B subject to the following Special Conditions:

- the management of that portion of this Parcel identified as Management Area on map "Fort Selkirk Historic Site, (FSHS)" and on Territorial Resource Base Map 115 I/14 shall be consistent with the principles set out in 3.6 of Schedule A - Fort Selkirk Historic Site, to Chapter 13 of this Agreement;

R-32B subject to the following Special Condition:

- the management of that portion of this Parcel identified as Management Area on map "Fort Selkirk Historic Site, (FSHS)" and on Territorial Resource Base Map 115 I/14 shall be consistent with the principles set out in 3.6 of Schedule A - Fort Selkirk Historic Site, to Chapter 13 of this Agreement,

R-42B subject to the following Special Condition:

- the management of that portion of this Parcel identified as Management Area on map "Fort Selkirk Historic Site, (FSHS)" and on Territorial Resource Base Map 115 I/14 shall be consistent with the principles set out in 3.6 of Schedule A - Fort Selkirk Historic Site, to Chapter 13 of this Agreement,

S-130B/D subject to the following Special Conditions:

- the management of this Parcel shall be consistent with the principles set out in 3.6 of Schedule A - Fort Selkirk Historic Site, to Chapter 13 of this Agreement;

CROSS REFERENCED CLAUSES: Chapter 13 Schedule A 3.6

Responsibility	Activities	Timing
SFN	Manage Parcel S-130B/D and the specified portions of Parcels R-18B, R-32B and R-42B in a manner consistent with the principles set out in Chapter 13 Schedule A 3.6.	Ongoing

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Construction or upgrading of Dromedary Resource Road or proposed Dromedary Resource Road Extension

RESPONSIBLE PARTY: Yukon

PARTICIPANT/ LIAISON: SFN

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-21B, R-36A

subject to the following Special Conditions:

- the Yukon shall have the right to construct and upgrade, on the 60 metre right-of-way, the road known as the Dromedary Resource Road and the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15;
- the Yukon shall Consult with the Selkirk First Nation prior to constructing or upgrading the road known as the Dromedary Resource Road and the proposed Dromedary Resource Road Extension, both shown approximately by a dashed line designated as Dromedary Resource Road and Proposed Dromedary Resource Road Extension, respectively, on Territorial Resource Base Maps 105 L/14 and 105 L/15;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Notify SFN of proposed construction or upgrading, on the 60 metre right-of-way, of Dromedary Resource Road or proposed Dromedary Resource Road Extension.	As necessary
SFN	Prepare and present views to Yukon.	Within reasonable period of time indicated by Yukon
Yukon	Provide full and fair consideration of views presented by SFN. Notify SFN of outcome.	Within a reasonable period of time

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Management of Parcel R-27A

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-27A subject to the following Special Condition:

- the management of this Parcel shall be consistent with the objectives set out in 1.1.1 through 1.1.4 of Schedule A - Ddhaw Ghro Habitat Protection Area, to Chapter 10 of this Agreement,

CROSS REFERENCED CLAUSES: Chapter 10 Schedule A 1.1.1, 1.1.2, 1.1.3, 1.1.4

Responsibility	Activities	Timing
SFN	Manage Parcel R-27A in a manner consistent with the objectives set out in Chapter 10 Schedule A 1.1.1 through 1.1.4.	Ongoing

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Closure of portions of the right-of-way for the Dawson Road

RESPONSIBLE PARTY: Yukon, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-43B subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Dawson Road shown on Plan 10669 CLSR lying within Parcel R-43B;

S-119FS subject to the following Special Condition:

- if Parcel S-119FS becomes Selkirk First Nation Settlement Land, the Yukon shall close those portions of the right-of-way for the Dawson Road shown on Plan 10669 CLSR lying within Parcel S-119FS,

S-127B subject to the following Special Conditions:

- the Yukon shall close those portions of the right-of-way for the Dawson Road shown on Plan 10669 CLSR lying within Parcel S-127B;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Close those portions of the right-of-way for the Dawson Road shown on Plan 10669 CLSR lying within Parcels R-43B and S-127B.	As soon as practicable
Yukon	If Parcel S-119FS becomes SFN Settlement Land, close those portions of the right-of-way for the Dawson Road shown on Plan 10669 CLSR lying within Parcel S-119FS.	As required
Yukon	Notify SFN of closure of the portions of the right-of-way for the Dawson Road.	After the portions of the right-of-way for the Dawson Road have been closed

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

PROJECT: Construction of Alternate Site and Alternate Road within Parcel R-43B

RESPONSIBLE PARTY: Government, SFN

PARTICIPANT/ LIAISON: None identified

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

R-43B, S-127B, S-133FS, S-134FS

subject to the following Special Conditions:

- if the Selkirk First Nation constructs within Parcel R-43B:

(a) an alternate barge landing site for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, including landing, marshalling and staging areas comparable to the Existing Site (the "Alternate Site"); and

(b) an access road from the Major Highway known as the Klondike Highway to the Alternate Site comparable to the Minto Landing Access Road (the "Alternate Road"),

each in accordance with designs, locations and specifications agreed upon in advance by Government and the Selkirk First Nation, then Government shall, upon being satisfied that the Alternate Site and the Alternate Road have adequately provided for Government, public, commercial and non-commercial barging access to, from and across the Yukon River, cancel the reservation in respect of the Existing Site;

- there shall be no fee or charge payable to the Selkirk First Nation, in excess of fees charged by Government for comparable uses of comparable facilities, for Government, public, commercial, or non-commercial access to or use of the Alternate Site or the Alternate Road, except in accordance with any fee schedule agreed upon by Government and the Selkirk First Nation from time to time;

CROSS REFERENCED CLAUSES: None identified

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
SFN	Notify Government of proposed construction of Alternate Site and Alternate Road within Parcel R-43B.	As necessary
Government, SFN	Agree upon designs, locations and specifications of proposed construction.	Prior to commencement of construction
SFN	Construct Alternate Site and Alternate Road within Parcel R-43B.	
Government	If satisfied that Alternate Site and the Alternate Road have adequately provided for Government, public, commercial and non-commercial barging access to, from and across Yukon River, cancel the reservation in respect of the Existing Site.	After completion of construction

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

PROJECT: Removal of temporary structures erected on portion of Parcel C-5B designated as C-5B/ND-1

RESPONSIBLE PARTY: SFN

PARTICIPANT/ LIAISON: Government

OBLIGATIONS ADDRESSED:

Appendix A - Settlement Land Descriptions

C-5B

subject to the following Special Condition

- the Selkirk First Nation may erect temporary structures on that portion of this Parcel designated as C-5B/ND-1 on the Reference Plan of Pelly Crossing, provided that, upon request by Government, the Selkirk First Nation shall remove any such structures and there shall be no compensation payable by Government in respect thereof,

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
SFN	If Government requests, remove any temporary structures that may have been erected on portion of Parcel C-5B designated as C-5B/ND-1.	As necessary

ANNEX B

COMMISSIONS, COUNCILS

AND COMMITTEES

Application

This Annex applies as provided herein to the:

Regional Land Use Planning Commission

Settlement Land Committee

Selkirk Renewable Resources Council

hereinafter called the "Boards".

Contents

This Annex has five parts:

Part I - 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
Renewable Resources Council**

Each party has a right to nominate Selkirk Renewable Resources Council ("RRC") members as provided by the SFNFA in paragraph 2.12.2, 16.6.2 (all), 16.6.4 (all) and 16.6.5.

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 RRC members, each party should commence its procedures to identify prospective nominees upon ratification of the SFNFA by all Parties. The Minister will request nominations pursuant to SFNFA 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 (SFNFA 16.6.5.1, 16.6.5.2), shall be forwarded to the Minister within the time provided by SFNFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the RRC 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 RRC 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 ("RLUPC") and Settlement Land Committee ("SLC") will be made as provided in Part 4 of this Annex.

**On-Going Process for Nominations and Appointments -- Selkirk 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 SFNFA 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 SFNFA 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 SFNFA 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

For their effective working, the RRC 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 SFNFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to SFNFA 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 SFNFA; 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 RRC 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 SFNFA.

Part 2

Board Training and

Cross-Cultural Orientation and Education

Part 2 applies to the Selkirk Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee ("SLC").

For the purposes of SFNFA 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 SFNFA; 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 appropriate time for the different aspects of this training to occur 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 needs of its members for training 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 SFNFA

All Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the SFNFA. All Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in SFNFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the SFNFA and SFNFA 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 will be 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 Selkirk 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 and expected activities, and relevant specific arrangements, in respect of each of the Boards.

REGIONAL LAND USE PLANNING COMMISSION

Mandate

The Regional Land Use Planning Commission ("RLUPC") shall develop a regional land use plan and shall recommend it to Government and SFN for approval.

Organizational Structure

Canada, SFN and any other affected Yukon First Nations may agree to establish the RLUPC at any time after the Effective Date of the SFNFA.

The RLUPC shall have no less than six (6) members. Canada shall consult with Yukon prior to nominating its members, and SFN shall nominate its members as soon as practicable after agreement to establish the RLUPC. The nominations shall be selected in accordance with SFNFA 11.4.2 (all) and 11.4.3.

Appointments will be made by the Minister of Indian Affairs and Northern Development ("the Minister").

The members of the RLUPC may choose a Chair from amongst its members.

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 SFN and any other affected Yukon First Nation, and shall submit that budget to the Yukon Land Use Planning Council ("Council") (SFNFA 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. Canada shall pay the approved expenses of the RLUPC to the Council from the amounts described in Part 2 of Schedule 1, preferably by way of a multi-year contribution agreement. The Council shall pay the approved expenses to the RLUPC, preferably by way of a multi-year contribution agreement.

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 (SFNFA 11.4.5.1).

Activities

The RLUPC shall prepare and recommend a regional land use plan to Government and the affected Yukon First Nations within a time frame established by Government and the affected Yukon First Nations (SFNFA 11.4.4). In carrying out SFNFA 11.4.4, the RLUPC shall undertake the activities described in SFNFA 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 SFNFA chapter 10 schedule A 9.2.

The RLUPC may undertake the activities described in SFNFA 11.4.5.1 and 11.4.5.10. The RLUPC may carry out activities associated with SFNFA 11.4.5.10 with a reduced number of members.

SETTLEMENT LAND COMMITTEE

Mandate and Activities

Each Settlement Land Committee ("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 of 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 SFN 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 shall recommend 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 the SFN 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 SFNFA.

Organizational Structure

The SLC shall be established no later than one month after the signing of the SFNFA. 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.

SFN Representatives

SFN will appoint two persons to represent SFN for all land selections negotiated by SFN.

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 SFNFA. 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 Pelly Crossing unless reasons arise that make it more practical 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 SFN to enable its nominees to participate in the SLC proceedings. Meeting facilities will be provided by SFN when the meetings are held in Pelly Crossing.

Chair Responsibilities

- To ensure that the SLC is in place as soon as is practicable following the signing of the SFNFA;
- 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 SFN land administrators for all meetings;
- To ensure that records of decisions for all meetings are recorded and distributed to participants;

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

- To present (at the plan approval stage) the surveyor's report to the SLC. SFN shall indicate the process by which SFN 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 SFN.

Subject to any amendment of the Plan by the Parties, Canada shall pay to SFN \$38,000 (1996 constant dollars) as its share of the amount identified for SLCs.

**SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN**

SELKIRK RENEWABLE RESOURCE COUNCIL

Mandate

In the SFN Traditional Territory, the Selkirk Renewable Resources Council ("RRC") shall be established as of the effective date of Settlement Legislation, as a primary instrument for local renewable resources management in the Traditional Territory as set out in the SFNFA 16.6.1, 16.6.1.1.

The RRC acting in the public interest may make recommendations to the Minister, the SFN, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (SFNFA 16.6.9).

The RRC may make recommendations pursuant to SFNFA 16.6.10.

The RRC may make recommendations to the Minister and the First Nation 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 SFN Traditional Territory;
- 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 (SFNFA 17.4.0).

Organizational Structure

- The RRC shall be comprised of six members and shall be established as of the Effective Date of the SFNFA (SFNFA 16.6.2).
- The Minister of Renewable Resources shall nominate three persons to the RRC (SFNFA 16.6.2).
- The SFN shall nominate three persons to the RRC (SFNFA 16.6.2).
- The Minister and the SFN may each nominate one additional member as an alternate member to the RRC (SFNFA 16.6.2.1, 16.6.2.2, 16.6.2.3).
- The Minister of Renewable Resources shall appoint the nominees to the RRC (SFNFA 2.12.2.3, 2.12.2.4).
- RRC members shall be resident within the SFN Traditional Territory (SFNFA 16.6.4 (all)).
- With the consent of the Minister of Renewable Resources and the SFN, the RRC may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (SFNFA 16.6.12).
- Appointments to the RRC shall be for three years, except for the initial appointments. For the initial appointments one SFN nominee and one Minister's nominee shall be appointed for one year, one SFN nominee and one Minister's nominee shall be appointed for two years, and one SFN nominee and one Minister's nominee shall be appointed for three years (SFNFA 16.6.5.1). All appointments of the alternate members shall be for a three year term (SFNFA 16.6.5.2).
- All appointments to the RRC shall be during good behaviour (SFNFA 16.6.5).

Operations

- The RRC shall determine its own procedures for selecting its chairperson from its membership (SFNFA 16.6.3).
- The Minister of Renewable Resources shall appoint the chairperson selected by the RRC (SFNFA 16.6.3).
- In the event that the RRC fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the RRC after Consultation with the RRC (SFNFA 16.6.3.1).

- The RRC shall make provisions for public involvement in the development of its decisions and its recommendations (SFNFA 16.6.6).
- The RRC shall prepare an annual budget, subject to review and approval by Government, pursuant to SFNFA 16.6.7. The budget shall be in accordance with Government guidelines (SFNFA 16.6.7 (all)).

Activities

The RRC shall undertake activities as may be found in:

Chapter 10, in particular, clauses 10.3.3, and 10.5.5, and Schedule C 5.5;

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 (16.6.1 to 16.6.17 inclusive), 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 (16.8.1 to 16.8.14 inclusive), 16.9.1.5, 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.2, 16.11.3.4, 16.11.9.1, 16.11.10 (all), 16.13.2, 16.13.3, Schedule B 2.2; and,

Chapter 17, in particular, clauses 17.2.2 and 17.4.0 (17.4.1 to 17.4.5 inclusive), 17.5.4.1.

Further information concerning activities associated with the RRC can be found in SFNFA Plan Annex A for the referenced clauses including but not limited to:

10.3.3, 10.5.5;
16.6.2.1, 16.6.2.4, 16.6.7, 16.6.15, 16.8.4, 16.8.12, 16.8.14, 16.9.1.3 (a), 16.9.1.3 (b), 16.9.16, 16.11.3.1, 16.11.3.1, 16.11.9.1, 16.11.10.5, 16.13.2; and,
17.2.2, 17.5.1, 17.5.4.1.

SELKIRK FIRST NATION FINAL AGREEMENT
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SELKIRK RENEWABLE RESOURCES COUNCIL

YEAR 1 BUDGET

All amounts expressed in 1996 constant dollars:

ADMINISTRATION	\$26,623
MEETINGS	\$42,598
SUPPORT	<u>\$10,649</u>
	\$79,870

MULTI-YEAR FORECAST

All amounts expressed in 1996 constant dollars:

Year 1	Year 2	Year 3
\$79,870	\$79,870	\$79,870

SELKIRK FIRST NATION FINAL AGREEMENT
IMPLEMENTATION PLAN

Part 5

Budget Procedures and Financial Arrangements

1. The recommended first annual budget and a multi-year financial forecast for the Selkirk Renewable Resources Council ("RRC") is attached to the description of the Board in Part 4 of Annex B.
2. It is understood that the allocation for the RRC set out in Schedule I of this Plan is stated as 1996 constant dollars.
3. If the Minister requests the RRC 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. 28.3.2.4 specifies that an information strategy be included in the SFNFA Plan to enhance community and general public awareness of the Settlement Agreement and implementation plan.
2. The following guidelines apply to this information strategy:
 - (a) To the extent possible, the SFN 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 SFN 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 SFNFA, and, to the extent practicable, taking advantage of opportunities to coordinate their efforts and avoid duplication.

INTEGRATION WITH UFA STRATEGY

3. The SFN strategy shall concentrate on those areas of the SFNFA 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 SFNFA provisions.

5. Where appropriate, SFN 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 SFN information in local publications.

UTILIZATION OF RATIFICATION INFORMATION

6. Whenever possible, information developed as part of the SFN 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 SFNFA, SFNSGA and specific areas set out in paragraph 13.
8. SFN and Government will share responsibility for informing the local community of the provisions of the SFNFA, SFNSGA and specific areas set out in paragraph 13.
9. SFN will have primary responsibility for informing SFN citizens of the provisions of the SFNFA, SFNSGA and specific areas set out in paragraph 13.
10. SFN and Government will coordinate information and activities that relate specifically to issues within SFN Traditional Territory arising from the SFNFA 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 SFNFA.
11. Upon request, and to the extent possible, Government will provide to SFN, publications and other written materials prepared by Government, for distribution by SFN.
12. Government will make best efforts to provide interpreter services to Northern Tutchone or other SFN people and language services programs as may be in place from time to time.
13. The following table summarizes areas of the SFNFA and SFNSGA 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

Chapter/Clause	Area of Concern	Note/Comment
2.2.0 (all) and SFNSGA 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 RRC
Chapter 13	Heritage sites (location, terms, accidental discovery)	Co-ord. with RRC Note 1
Chapter 14	Traditional use	-
Chapter 15	Identification of Site Specifics	Note 1
Chapter 16	General management	Co-ord. with RRC
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	SFN as legal entity [SFNSGA 9.0 (all)], delegation of power [SFNSGA 12.0 (all)], law and justice applications [SFNSGA 13.0 (all)], tax laws and status [SFNSGA 14.0 (all), 15.0(all)]	-
28.0	Training plan	-

Note 1: Canada will provide to SFN, 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 Selkirk People and SFN, information pursuant to 22.5.5 and 22.5.6.

Note 3: Programs devolved under SFNSGA 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 SFNFA Plan, SFN and Government agree that successful economic activity by the SFN as a result of economic and employment opportunities arising from the SFNFA will benefit from a cooperative approach towards implementation of the SFNFA.

1.2 SFN and Government agree that economic and employment planning are best achieved when the following principles are considered:

1.2.1 Where practicable, effective communication regarding current programs, policies, initiatives and other matters to assist in the accessing of economic opportunities is vital;

1.2.2 Effective intergovernmental relationships are developed between the Parties;

1.2.3 Existing Government programs and other resources are utilized effectively to assist in economic planning; and

1.2.4 SFN and Government work cooperatively in 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 SFNFA 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 SFNFA;

1.3.2 Coordination of activities necessary to putting economic and employment planning provisions into effect; and

1.3.3 Reviews 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 SFNFA Chapter 22.

ANNEX E

COORDINATION OF SFNFA AND SFNSGA IMPLEMENTATION

GENERAL REQUIREMENTS

1. SFNFA 28.3.2.6 requires the SFNFA Plan to specify means for coordination of the implementation of the SFNFA and SFNSGA.
2. SFNSGA 23.5 specifies coordination of the SFNFA and SFNSGA implementation plans to the extent practicable.

RESPONSIBILITIES

3. The SFN government and its administrative structure, as established through the SFN Constitution adopted under the SFNSGA, shall be recognized as the agency responsible for the implementation, on behalf of the SFN, 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 SFNFA and SFNSGA, when dealing with SFN. Further, should any conflict arise within either Government in this regard, it shall be resolved internally and SFN shall not be required to deal with such conflicts.

SPECIFIC AREAS OF IMPLEMENTATION COORDINATION

5. All funds flowing to the SFN for implementation shall be transferred to SFN through the financial transfer agreement process described in SFNSGA 16.0(all).
6. The Dispute Resolution process of SFNFA Chapter 26 shall be used to resolve all SFNSGA disputes as described in SFNSGA 24.0 (all).
7. The SFNFA Plan general review process described in paragraph 19 of the SFNFA Plan and in SFNSGA 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 of the new SFNFTA as specified by SFNSGA 16.3.6 and 16.12.
8. The information strategy carried out pursuant to the SFNFA Plan (Annex C) shall consider the SFNFA, the SFNFA Plan, the SFNSGA and the SFNSGA Plan.

9. The training needs for SFN shall be integrated into a single plan which will take into account the training requirements of both the SFNFA, the SFNFA Plan, the SFNSGA and the SFNSGA 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		Area of Concern
SFNFA	SFNSGA	
Definitions		Consistent application
2.0	3.0	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	SFNFA amendments published in SFN law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
4.3.6.1	28.1	Identification of other Reserves
5.0	25.0	Compatible land use regarding C Settlement Lands
19.0	16.8	SFNFTA calculation regarding compensation
20.0	15.2, 15.3.5	Tax status of settlement corporations
20.6	14.0	Income tax
20.7.1	14.10	Property taxation assistance
21.2.1	14.9	Property tax
21.2.3	14.9	Property tax
21.2.4	14.6	Property tax
21.2.5.1	14.9, 14.10, 14.11, 14.12	Property tax
21.3	14.11, 14.12	Property tax
21.2.4	26.0	Service agreements
21.3	26.0	Service agreements
21.4	26.0	Service agreements
24.10.1	5.3	Amendment of Self-Government Legislation
SFNFA	8.2.1, 8.3	Inconsistency and conflict

UMBRELLA FINAL AGREEMENT

IMPLEMENTATION PLAN

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, YFNFA's 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:

<u>Schedule 1, Part 1:</u>	
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

<u>Schedule 1, Part 2:</u>	
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; and
Yukon Geographical Place Names Board 2.12.2.8.

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 thereto, 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

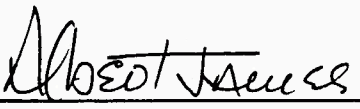
28. This Plan shall take effect as of the coming into force of Settlement Legislation.

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:

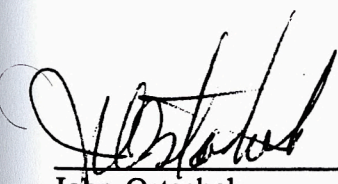


The Honourable Tom Siddon
Minister of Indian Affairs
and Northern Development

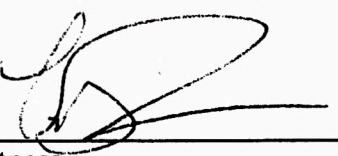


Witness

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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: 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.

Consent to any amendment pursuant to 2.3.1 may only be given on the part of:

Canada, by the Governor in Council;

The Yukon, by the Commissioner in Executive Council; and

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).

Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon

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 require
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 YFNs	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:
 - receipt, notice and provision of details of proposed amendments as part of the second activity;
 - information exchange and consultation during amendment negotiations;
 - one or more opportunities for Yukon First Nations to meet together to review and discuss the amendment, after amendment negotiations are concluded;
 - provision by CYI to each Yukon First Nation of the results of its consultations pursuant to UFA 2.3.2.3 (a);
 - 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 (c); and
 - 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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- 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:** 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;
- 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.
- 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.
- 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:

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada, Yukon, CYI, YFNs	At discretion, initiate proceedings for judicial review by Yukon Supreme Court.	As appropriate, where Enrollment Commission makes an appeal decision
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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:	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

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.	

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada, Yukon, Council for Yukon Indians	Negotiate guidelines for Development Assessment Process Legislation.	Within 2 years of the effective date of Settlement Legislation
	If agreement not reached, notify and provide Council for Yukon Indians / Yukon First Nations with information regarding proposed legislation.	
Council for Yukon Indians, Yukon First Nations	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.

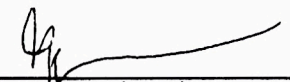
LETTER OF UNDERSTANDING


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 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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

	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, Parties
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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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	DAPWG, 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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- PROJECT: Amend other legislation to conform 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 <u>Canada Environmental Assessment Act</u> regulations.	
4.	It is anticipated that Yukon will also identify necessary consequential legislative amendments to ensure conformity with DAP legislation.	

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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: 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.

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.

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:	Government, in Consultation with the Yukon First Nations, shall prepare a detailed plan; providing for the planning and implementation of the Development Assessment Legislation which addresses the involvement of Yukon First Nations; and providing for the application of the Development Assessment Legislation until Yukon First Nation Final Agreements have been negotiated.
REFERENCED CLAUSES:	12.19.1; Cross reference 12.19.2, 12.19.3, 12.19.4, 12.19.5

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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 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 to 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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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:
 - receipt, notice and provision of details of a proposal for agreement as part of the second activity;
 - information exchange and consultation during agreement negotiations;
 - one or more opportunities for Yukon First Nations to meet together to review and discuss the agreement, after agreement negotiations are concluded; and

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- 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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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 After Legislation passed
Management Board of final
form of Legislation.

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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 Sub-Committee 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

Responsibility	Activities	Timing
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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

Responsibility	Activities	Timing
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 the 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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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 Sub-Committee

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

Responsibility	Activities	Timing
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 to assume responsibility.	Upon decision of appropriate Minister

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.

PROJECT:	Consultation with the Fish and Wildlife Management Board by Minister re: declaration of species
RESPONSIBLE PARTY:	Yukon or Canada
PARTICIPANT/LIAISON:	Fish and Wildlife Management Board or Salmon Sub-Committee
OBLIGATIONS ADDRESSED:	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.
REFERENCED CLAUSES:	16.7.19; Cross reference 16.8.0

Responsibility	Activities	Timing
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.	

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Minister	Notify Fish and Wildlife Management Board or Salmon Sub-Committee of final decision re: declaration.	Following decision by Minister
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UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT:	Minister's response to recommendations from Fish and Wildlife Management Board, Renewable Resources Councils, or Salmon Sub-Committee pursuant to 16.8.1
RESPONSIBLE PARTY:	Yukon, Canada
PARTICIPANT/LIAISON:	Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee
OBLIGATIONS ADDRESSED:	<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>

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

Responsibility	Activities	Timing
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 Sub-Committee 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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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 Sub-Committee with respect to a Total Allowable Harvest determination.	Within a reasonable period of time, taking into consideration clause 16.8.6.3

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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 Sub-Committee 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 Sub-Committee 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

PROJECT: Consultation with the Fish and Wildlife Management Board by Minister re: emergency action

RESPONSIBLE PARTY: Yukon or Canada

PARTICIPANT/LIAISON: Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee

OBLIGATIONS ADDRESSED: 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.

REFERENCED CLAUSES: 16.8.12;
Cross reference 16.8.11, 2.11.8

Responsibility	Activities	Timing
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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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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UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT: Exceeding the Total Allowable Catch of Salmon in exceptional circumstances

RESPONSIBLE PARTY: Canada

PARTICIPANT/LIAISON: YFN, RRC, SSC and FWMB

OBLIGATIONS ADDRESSED: Notwithstanding 16.3.2, Government may allow a catch of Salmon greater than the Total Allowable Catch in exceptional circumstances.

REFERENCED CLAUSES: 16.8.13;
Cross reference 16.3.2

Responsibility	Activities	Timing
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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

Responsibility	Activities	Timing
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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT:	Interim protection of traplines held by Yukon Indian People
RESPONSIBLE PARTY:	Yukon
PARTICIPANT/LIAISON:	Council for Yukon Indians, Yukon First Nations
OBLIGATIONS ADDRESSED:	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.
REFERENCED CLAUSES:	16.11.11; Cross reference 16.11.3.3

Responsibility	Activities	Timing
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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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).

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

Responsibility	Activities	Timing
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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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;

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- 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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

PROJECT: Consultation on amendment to statutes or regulations

RESPONSIBLE PARTY: Canada

PARTICIPANT/LIAISON: CYI

OBLIGATIONS ADDRESSED: 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.

REFERENCED CLAUSES: 20.6.3;
Cross reference 20.6.1, 20.6.2

Responsibility	Activities	Timing
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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

PROJECT:	Participation of Yukon Indian People on boards
RESPONSIBLE PARTY:	Yukon
PARTICIPANT/LIAISON:	Council for Yukon Indians
OBLIGATIONS ADDRESSED:	<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>
REFERENCED CLAUSES:	22.6.2, 22.6.3, 22.7.1

Responsibility	Activities	Timing
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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

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

Responsibility	Activities	Timing
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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- PROJECT:** Negotiated transfer from Canada to the Yukon administration and management of Resources
- RESPONSIBLE PARTY:** Yukon
- PARTICIPANT/LIAISON:** Council for Yukon Indians
- OBLIGATIONS ADDRESSED:** 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.
- REFERENCED CLAUSES:** 23.3.2;
Cross reference 23.3.3

Responsibility	Activities	Timing
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

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.

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

Responsibility	Activities	Timing
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

PROJECT:	Negotiation of Transboundary Agreements
RESPONSIBLE PARTY:	Canada, Yukon, CYI, affected YFNs
PARTICIPANT/LIAISON:	
OBLIGATIONS ADDRESSED:	<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>
REFERENCED CLAUSES:	25.1.1, 25.1.2, 25.2.1, 25.2.2; Cross reference 25.2.3, 25.2.4, 25.3.2

Responsibility	Activities	Timing
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 BC 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

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

Responsibility	Activities	Timing
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

Responsibility	Activities	Timing
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

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.

ANNEX B

BOARDS, COMMISSIONS AND COUNCILS

Application

This Annex applies to the:

Enrollment Commission

Surface Rights Board

Yukon Land Use Planning Council

Yukon Geographical Place Names Board

Yukon Heritage Resources Board

Yukon Water Board

Fish and Wildlife Management Board and its
Salmon Sub-Committee

Dispute Resolution Board

herein called the "Boards".

The Surface Rights Board will be the subject of separate Legislation. This Annex therefore applies to the Surface Rights Board subject to such modifications as may be required to ensure consistency with that Legislation.

The Development Assessment Board and Designated Offices to be established pursuant to UFA Chapter 12 also will be the subject of separate Legislation. Those matters are excluded

from this Annex on the understanding that they will be addressed through Development Assessment Legislation, the implementation plan contemplated by UFA 12.19.1 and the workplan and activities described in Annex A of this Plan.

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 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.

PART 1

General Provisions

Initial Nominations and Appointments

Each Party has a right to nominate Board members as provided by UFA 2.12.2 and in respect of each Board.

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 Board members, each Party should commence its procedures to identify prospective nominees upon ratification of the UFA by all Parties. The Minister will request nominations pursuant to UFA 2.12.2.2 as soon as practicable after the date of signing by all the Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (UFA 2.12.2.11), shall be forwarded to the Minister within the time provided by UFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the Boards to be in place as indicated in Part 4 of this Annex.

In order to facilitate these procedures, each Party should confirm with its proposed nominees their readiness to serve, prior to submitting its nomination 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 another nominee is identified and appointed.

Ongoing Process for Nominations and Appointments

1. Replacement of Board Members

Upon termination of the initial appointments, the Parties should follow the procedures outlined in UFA 2.12.2.2 to 2.12.2.4 and above in respect of the initial appointments to ensure that repeat or replacement nominations and appointments take effect in a timely manner. The Parties should use all best efforts to avoid vacancies arising on the Boards due to failures in the process of nomination and appointment.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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 UFA 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 discretion 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 removal of a member pursuant to UFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating Parties and the Minister forthwith.

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 forthwith advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable in accordance with UFA 2.12.2.2 and UFA 2.12.2.3.

Organization of the Board

For the effective working of the Board, each Board, within the first 60 days after it is 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 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 UFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to UFA 2.12.2.7 and 2.12.2.10;

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- (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; 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 each Board will arrange for the support services and facilities it requires. Two or more 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 Yukon First Nation Final Agreements.

PART 2

Board Training and

Cross-Cultural Orientation and Education

For the purposes of UFA 2.12.2.9, 28.3.5 and 28.3.7, Board training should include:

1. training in Board procedures and functions;
2. training directed to improving 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 UFA; and
4. cross-cultural orientation and education.

Each aspect will involve different considerations.

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 appropriate time for the different aspects of this training to occur 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 benefits of the replacement nominees. The initial Board's need for and success with training should be considered by subsequent members when assessing their 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 and when it so requires.

To ensure that appropriate training is available to the Boards, the Training Policy Committee, in consultation with the Boards, should develop the design and delivery of such training as the Boards may require or request. It is recommended that consideration be given to training in internal procedures and rules by way of a two or three day workshop to be held in Whitehorse. This workshop should be attended by the Chair and at least one other member of each policy Board. Attendance by members of adjudicative Boards should be optional.

Training in other topics may best occur in a small-group setting with each Board individually. Generally, the training program ought to be completed within the first three to six months after the effective date.

The Training Policy Committee should choose the facilitator or facilitators for the training program and develop the detailed curriculum in consultation with both the facilitator(s) and the Board Chairs. The suitability of training programs available through existing agencies, educational institutions or private contractors should be considered by the Committee in the discharge of its task.

2. Training related to Board Mandate

Each Board should assess and take the steps necessary, including budget provisions, to address the needs of its members for training 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 taken in this area should be left to each Board to decide and arrange as it may require.

3. Familiarization with the UFA

All Parties have an interest in ensuring that members of each Board understand the purposes of the Board under the UFA. All Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in UFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the UFA, Yukon First Nation Final Agreements and implementation plans. This information program should be carried out in a co-operative, co-ordinated way. It

should be completed within the first 90 days after the effective date, and repeated as necessary during the term of a Board or upon the expiry of the initial Board appointments.

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

Ongoing cross-cultural awareness and sensitivity will be 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 have reference 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 for the purposes of their mandate.

The Training Policy Committee should ensure that a suitable program of cross-cultural orientation and education is available to the Boards as the Boards may require or request. In consultation with the Boards, the Training Policy Committee should establish the design and delivery of the program and determine the appropriate facilitators, format and timing. In doing so, the Committee also should consider the suitability of existing services available in Yukon. It is expected, however, that no generic or presently existing program will prove entirely suitable; the needs of the Boards are unique.

PART 3

Aboriginal Language Services

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 and expected activities, and relevant specific arrangements, in respect of each of the Boards to which this Annex applies.

THE ENROLLMENT COMMISSION

Mandate

The Enrollment Commission shall determine eligibility for enrollment under a Yukon First Nation Final Agreement, and hear and determine any appeal respecting enrollment and provide for the enforcement of any order or decision.

Organizational Structure

The Enrollment Commission was established by the parties to the UFA on July 1, 1989.

The members of the Enrollment Commission shall be nominated and appointed pursuant to UFA 3.6.3 and 3.6.4.

The first members to the Enrollment Commission were appointed by the Minister of Indian Affairs and Northern Development in the fall of 1989. The Minister appointed a new member, nominated by Government and re-appointed the current member, nominated by CYI in the winter of 1992/93.

The Parties should nominate alternates as soon as practicable after Settlement Legislation. The Chair should be in place by Settlement Legislation.

The Enrollment Commission shall continue to operate until dissolution pursuant to UFA 3.10.4.

The Enrollment Commission shall be an independent body operating at arm's length from the Parties to the Settlement Agreements.

The provisions of UFA 2.12.2 shall apply to the Enrollment Commission.

Operations

The Enrollment Commission budget shall provide for facilities and the administrative support required to carry out its activities. The Enrollment Commission may wish to investigate the sharing of common services with other Boards.

The Enrollment Commission shall prepare an annual budget and submit the proposed annual budget to the Minister of Indian Affairs and Northern Development for approval (UFA 3.8.1). The budget approval process will respect the Enrollment Commission's discretion over the allocation of funds to be available to the Enrollment Commission under the Plan. The Enrollment Commission shall only spend funds allocated to it for the carrying out of its functions and responsibilities in accordance with its approved budget (UFA 3.6.5.2).

Canada shall provide funding through fiscal 1993-94 and, if necessary, thereafter to the effective date of Settlement Legislation to the Enrollment Commission to enable it to carry out its responsibilities.

Activities

The Enrollment Commission shall carry out the activities prescribed in the following UFA provisions:

3.6.5.1; 3.6.5.3; 3.6.5.4; 3.6.5.5; 3.6.5.6; 3.6.5.7; 3.6.5.8; 3.6.5.9; 3.6.5.10; 3.9.1.

As soon as practicable after Settlement Legislation, the Enrollment Commission shall establish and publish its procedures in respect of appeals from decisions of the Enrollment Committees.

The Enrollment Commission may, on its own motion, institute an appeal pursuant to UFA 3.6.5.9.

For the first four Yukon First Nations, the Enrollment Commission has prepared, certified, published and advertised the initial enrollment list.

SURFACE RIGHTS BOARD

Mandate

The Surface Rights Board ("the Board") mandate is prescribed in UFA 8.2.0, 8.3.0 and 8.4.0.

Organizational Structure

The Board shall be established pursuant to the Surface Rights Board Legislation enacted no later than the effective date of Settlement Legislation.

The nominees of the parties to the UFA shall be appointed to the Board as of the effective date of Surface Rights Board Legislation.

The Board shall have ten members. Five persons shall be nominated by the Council for Yukon Indians (CYI), and five persons shall be nominated by Canada. Canada shall consult with Yukon prior to the selection of the five nominees not allocated to CYI. The Minister of Indian Affairs and Northern Development shall appoint the nominees pursuant to UFA 8.1.2.

The chairperson shall be appointed after the Board has convened in accordance with UFA 8.1.3.

The provisions of UFA 2.12.2 shall apply to the Board.

The Surface Rights Board Legislation shall set out the other matters respecting the organizational structure of the Board.

Operations

The Board's budget will provide for facilities and the administrative support required to carry out its activities. The Board may wish to investigate the sharing of common services with other Boards.

The Board shall prepare an annual budget for review and approval by the Minister of Indian Affairs and Northern Development. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan. Canada shall pay the approved expenses of the Board.

Activities

The Board shall operate pursuant to the provisions of the Surface Rights Board Legislation (UFA 8.1.4) and the UFA. The Board shall hear and determine any matter referred to it pursuant to Surface Rights Board Legislation and any matter arising under the UFA or under a YFNFA, including:

UFA 5.15.5; 5.15.6; 5.15.9; 5.15.10; 6.3.3; 6.3.4; 6.3.6; 6.3.7; 6.4.5.2; 6.4.6; 6.5.1; 6.6.2; 7.5.2; 7.7.1; 7.8.4; 8.2.0; 8.3.0; 8.4.0; 14.7.5; 14.7.6; 17.10.2; 17.10.4; 17.10.5; 18.1.2; 18.1.3; 18.1.5; 18.2.6.4; 18.2.8; 18.2.9; 18.3.3; 18.3.4; 18.3.5; 18.3.6; 18.4.3; 18.4.4;

First Nation of Nacho Nyak Dun Final Agreement 13.8.7.3(b);

Champagne and Aishihik First Nations Final Agreement 13.8.7.3(b);

Teslin Tlingit Council Final Agreement 13.8.7.3(b);

Vuntut Gwitchin First Nation Final Agreement 13.8.7.3(b)

The Board may prescribe rules and procedures to govern any negotiations and may establish a mediation process which may be integrated with UFA 26.6.0.

YUKON LAND USE PLANNING COUNCIL

Mandate

The Yukon Land Use Planning Council("the Council") shall make recommendations to Government and affected Yukon First Nations pursuant to UFA 11.3.3 and 11.9.2.

Organizational Structure

The Council shall be established at the effective date of Settlement Legislation.

The Council shall be made up of one nominee of the Council for Yukon Indians, one nominee of Yukon and one nominee of Canada. The Minister of Indian Affairs and Northern Development shall appoint the nominees (UFA 11.3.2).

The provisions of UFA 2.12.2 shall apply to the Council.

Operations

The Council shall maintain in Yukon, the facilities and administrative and planning support required to carry out its activities. The Council will establish a secretariat as soon as practicable after the establishment of the Council to assist the Council and the Regional Land Use Planning Commissions ("the Commissions") to carry out their functions under this chapter (UFA 11.3.4).

The role and activities of the Secretariat will be determined by the Council.

The Council shall propose a budget to the Minister of Indian Affairs and Northern Development for the development of regional land use plans and for its own administrative expenses. The budget approval process will respect the Council's discretion over the allocation of funds to be available to the Council under the Plan. Canada will pay the approved expenses of the Council. Canada will provide funding for Regional Land Use Planning Commissions as specified in Schedule 1 of the Plan and as described in Yukon First Nations Final Agreement Implementation Plans.

Activities

The Council shall make recommendations to Government and to each affected Yukon First Nation on matters pursuant to UFA 11.3.3. The activities in UFA 11.3.3 shall be carried out in consultation with Yukon First Nations and Government.

These discussions should address the number of and the length of time to complete regional land use plans, and other matters identified in UFA Chapter 11.

The Council shall convene a meeting no later than 60 days after the establishment of the Council.

The Council shall convene an annual meeting with the chairpersons of all Commissions to discuss land use planning in the Yukon.

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YUKON HERITAGE RESOURCES BOARD

Mandate

A Yukon Heritage Resources Board ("the Board") shall be established as of the effective date of Settlement Legislation to make recommendations respecting the management of Moveable Heritage Resources and Heritage Sites to the Minister of Tourism (Yukon), the Minister of Environment (Canada) and Yukon First Nations (UFA 13.5.1). The Yukon Heritage Resources Board may also be asked to make determinations pursuant to Umbrella Final Agreement 13.3.2.1 and 13.3.6.

Organizational Structure

The Yukon Heritage Resources Board shall be comprised of ten members (UFA 13.5.1).

Yukon shall nominate five appointees, one of whom shall be selected in consultation and concurrence with Canada.

Council for Yukon Indians shall nominate five appointees.

The Yukon Minister of Tourism shall appoint the nominees to the Yukon Heritage Resources Board (Umbrella Final Agreement 2.12.2.3, 2.12.2.4).

The provisions of 2.12.2 of the Umbrella Final Agreement shall apply to the Yukon Heritage Resources Board.

Operations

Pursuant to UFA 2.12.2.8, the Yukon Heritage Resources Board shall prepare an annual budget for approval by the Yukon Minister of Tourism. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan.

The Yukon Heritage Resources Board and the Yukon Geographical Place Names Board will operate with shared secretarial/administrative support, for which each will contribute resources from its operating budget. The amounts contributed annually by

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each Board will be commensurate with the amount of support each expects to require during that budget year.

Activities

The Yukon Heritage Resources Board shall undertake activities pursuant to its responsibilities as set out in chapter 13 of the Umbrella Final Agreement, in particular UFA 13.3.2.1, 13.3.6, 13.3.7, 13.5.3, 13.5.4, 13.7.1, 13.8.4, and the obligations in chapter 10, in particular UFA 10.3.4 and 10.5.5 and the obligations as set out in the specific provisions of individual Yukon First Nation Final Agreements.

Note

Further information concerning activities associated with the Yukon Heritage Resources Board can be found in Activity Plans located in Annex A of the Yukon First Nation Final Agreement Implementation Plans, for the following referenced provisions:

UFA 10.3.3, 10.5.2, 13.3.2, 13.5.3.6, 13.7.1, 13.8.4;

First Nation of Nacho Nyak Dun Final Agreement Chapter 13, Schedule A, 1.2; Chapter 13, Schedule A, 3.3; and

Vuntut Gwitchin First Nation Final Agreement Chapter 13, Schedule B, 3.1.

YUKON GEOGRAPHICAL PLACE NAMES BOARD

Mandate

A Yukon Geographical Place Names Board shall be established as of the effective date of Settlement Legislation to consider and recommend the naming or renaming of places or features located within the Yukon (UFA 13.11.1 and 13.11.2).

Organizational Structure

The Yukon Geographical Place Names Board shall be comprised of six people.

Yukon shall nominate three appointees.

Council for Yukon Indians shall nominate three appointees.

The Yukon Minister of Tourism shall appoint the nominees to the Yukon Geographical Place Names Board.

The provisions of UFA 2.12.2 shall apply to the Yukon Geographical Place Names Board.

Operations

Pursuant to UFA 2.12.2.8, the Yukon Geographical Place Names Board shall prepare an annual budget for approval by the Minister of Tourism. The budget approval process will respect the Yukon Geographical Place Names Board's discretion over the allocation of funds to be available to the Yukon Geographical Place Names Board under the Plan.

The Yukon Geographical Place Names Board and the Yukon Heritage Resources Board will operate with shared secretarial/administrative support, for which each will contribute resources from its operating budget. The amounts contributed annually by each Board will be commensurate with the amount of support each expects to require during that budget year.

Activities

The Yukon Geographical Place Names Board shall undertake activities pursuant to its responsibilities as set out in chapter 13 of the Umbrella Final Agreement, in particular UFA 13.11.1 to 13.11.4.

Note

Further information concerning activities associated with the Yukon Geographical Place Names Board can be found in Activity Plans located in Annex A of the Yukon First Nation Final Agreement Implementation Plans, for the following referenced provisions:

UFA 13.11.2 and 13.11.3.

YUKON WATER BOARD

Mandate

The Yukon Water Board ("the Board") shall fulfil the mandate set out in the Laws of General Application and the Settlement Agreements.

Organizational Structure

The Board is currently the Yukon Territory Water Board established under the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

The Council for Yukon Indians ("CYI") shall nominate one third of the members (three persons) to the Board. Canada and the Yukon shall each nominate one third of the members (three persons) to the Board. The Minister of Indian Affairs and Northern Development (the "Minister") shall appoint the nominees.

After the date of federal cabinet approval of the Umbrella Final Agreement and before the effective date of Settlement Legislation, the Minister will, pursuant to UFA 14.4.1, endeavour to appoint the nominees of CYI to Board positions which are vacant and are the responsibility of Indian and Northern Affairs Canada to fill.

On or after the effective date of Settlement Legislation, the Minister may terminate the appointment of an Indian and Northern Affairs Canada nominee if the termination is required to allow nominees of CYI to occupy the full complement of three positions.

The Chairperson and the Vice Chairperson shall be appointed pursuant to UFA 14.4.2.

The provisions of UFA 2.12.2. shall apply to the Board.

Operations

The Board shall operate pursuant to the Laws of General Application and pursuant to the Settlement Agreements.

The Board budget shall be the responsibility of Canada. The Board shall submit a budget to the Minister or the Minister's delegate for approval. The budget approval process will respect the Board's discretion over the funds made available to it to meet its incremental costs. Canada shall, in accordance with the approved budget, provide funding for the incremental costs of the Board.

Activities

In addition to the activities required under the Laws of General Application, the Board shall undertake activities described by UFA 14.7.4, 14.8.3, 14.9.1, 14.11 and 14.12.

The Board may convene a policy hearing at any time with respect to the activities described by the Umbrella Final Agreement.

FISH AND WILDLIFE MANAGEMENT BOARD

Mandate

A Fish and Wildlife Management Board shall be established, as of the effective date of Settlement Legislation, as the primary instrument of Fish and Wildlife management in the Yukon (Umbrella Final Agreement 16.7.1).

The Fish and Wildlife Management Board, acting in the public interest and consistent with this chapter and taking into consideration all relevant factors including recommendations of the Councils, may make recommendations to the Minister, to Yukon First Nations and to the Councils, on all matters related to Fish and Wildlife management, Legislation, research, policies, and programs (Umbrella Final Agreement 16.7.11).

The Fish and Wildlife Management Board may make recommendations pursuant to Umbrella Final Agreement 16.7.12.

Organizational Structure

The Fish and Wildlife Management Board shall be comprised of twelve members.

Yukon shall nominate six members, one of whom shall be selected in consultation and concurrence with Canada (Umbrella Final Agreement 16.7.2).

Yukon First Nations shall nominate six members, by causing the Council for Yukon Indians to make the nominations on behalf of Yukon First Nations after consultation with Yukon First Nations (Umbrella Final Agreement 16.7.2).

The Yukon Minister of Renewable Resources shall appoint the nominees to the Fish and Wildlife Management Board (Umbrella Final Agreement 2.12.2.3, 2.12.2.4).

The majority of representatives of Government and the majority of representatives of Yukon First Nations shall be Yukon residents (Umbrella Final Agreement 16.7.4).

One third of the initial appointments to the Fish and Wildlife Management Board shall be made for three years, one third for four years, and one third for five years.

Thereafter, appointments to the Fish and Wildlife Management Board shall be for five years (Umbrella Final Agreement 16.7.5).

All appointments to the Fish and Wildlife Management Board shall be during good behaviour (Umbrella Final Agreement 16.7.5).

The provisions of Umbrella Final Agreement UFA 2.12.2 shall apply to the Fish and Wildlife Management Board.

Operations

The Fish and Wildlife Management Board shall determine its own procedures for selecting its chairperson from its membership (Umbrella Final Agreement 16.7.3).

The Yukon Minister of Renewable Resources shall appoint the chairperson selected by the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.3).

In the event that the Fish and Wildlife Management Board fails to select a chairperson within 60 days of the position being vacant, the Yukon Minister of Renewable Resources shall appoint a chairperson from the membership of the Fish and Wildlife Management Board after consultation with the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.3.1).

The Fish and Wildlife Management Board may establish an executive secretariat to provide administrative support to the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.7).

The Fish and Wildlife Management Board shall be accountable to the Yukon Minister of Renewable Resources for its expenditures (Umbrella Final Agreement 16.7.8).

The Fish and Wildlife Management Board shall prepare an annual budget, subject to approval by the Yukon Minister of Renewable Resources. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan (Umbrella Final Agreement 16.7.9).

A first year budget and a multi-year financial forecast for the Fish and Wildlife Management Board, excluding the Salmon Sub-Committee, is attached.

Activities

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

The Fish and Wildlife Management Board shall establish the Salmon Sub-Committee pursuant to Umbrella Final Agreement 16.7.17 at its initial meeting or as soon as practicable thereafter.

The Fish and Wildlife Management Board shall undertake activities pursuant to its obligations as set out in chapter 16, in particular UFA 16.7.0 (16.7.1 to 16.7.20 inclusive), 16.3.13, 16.3.14.1, 16.5.1.4, 16.5.1.5, 16.5.1.8, 16.5.1.12, 16.5.1.15, 16.6.10.2, 16.6.10.4, 16.6.16, 16.8.0, 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.1 and its obligations in chapter 27, in particular UFA 27.3.1.

Note

Further information concerning activities associated with the Fish and Wildlife Management Board can be found in Activity Plans located in Annex A , for the following referenced provisions:

Umbrella Final Agreement Implementation Plan, Annex A:

- 16.7.7.2
- 16.7.16
- 16.7.18
- 16.7.19
- 16.8.4
- 16.8.12

First Nation of Nacho Nyak Dun Final Agreement Implementation Plan, Annex A - 16.3.14.1, 16.6.13, 16.7.8, 16.9.1.3(a), 16.9.16, 16.9.17

Vuntut Gwitchin First Nation Final Agreement Implementation Plan, Annex A - Chapter 10, Schedule A, 4.28, 16.3.14.1, 16.6.13, 16.7.8, 16.9.16, 16.9.17

Champagne and Aishihik First Nations Final Agreement Implementation Plan, Annex A - Chapter 10, Schedule A, 4.23, 16.3.14.1, 16.6.13, 16.7.8, 16.9.16, 16.9.17

Teslin Tlingit Council Final Agreement Implementation Plan - 16.3.14.1, 16.6.13, 16.7.8, 16.9.16, 16.9.17

FISH AND WILDLIFE MANAGEMENT BOARD
First Year Budget and Multi-Year Financial Forecast (excluding Salmon Sub-Committee) (UFA 16.7.10)

Year After Settlement Legislation

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
HONORARIA: Members	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Chair	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000	22,000
BOARD: Travel	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400
Meals	9,540	9,540	9,540	9,540	9,540	9,540	9,540	9,540	9,540	9,540
Accommodation	15,300	15,300	15,300	15,300	15,300	15,300	15,300	15,300	15,300	15,300
Meeting Rooms	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680
Child Care	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120
TRAINING	10,200	10,200	10,200	10,200	10,200	10,200	10,200	10,200	10,200	10,200
PUBLIC HEARINGS	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
INFORMATION	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
PROFESSIONAL SERVICES	165,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000
OFFICE: Rent	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Furniture	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Computer	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Materials	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Telephone/fax	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Photocopying	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
TOTAL:	395,140	395,140	395,140	395,140	395,140	395,140	395,140	395,140	395,140	395,140

SALMON SUB-COMMITTEE

Mandate

A Salmon Sub-Committee (the "Sub-Committee") shall be established as the main instrument of Salmon management in the Yukon (UFA 16.7.17).

Organizational Structure

The Sub-Committee shall be established by the Fish and Wildlife Management Board as soon as practicable.

The Fish and Wildlife Management Board shall assign from its membership one nominee of Yukon First Nations and one nominee of Government to the Sub-Committee.

The Minister of Fisheries and Oceans (the "Minister") shall nominate two additional members to the Sub-Committee.

For the Yukon River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Yukon River drainage basin.

For the Alsek River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Alsek River drainage basin.

For the Porcupine River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Porcupine River drainage basin.

When the Sub-Committee is dealing with matters affecting more than one of the drainage basins identified in UFA 16.7.17.3 to 16.7.17.5, the members appointed to represent those basins may sit on the Sub-Committee, provided that the total number of votes to be exercised by those members shall not exceed two.

Appointments to the Sub-Committee by the Board shall be for the term held by that appointee on the Board.

The additional appointments to the Sub-Committee by the Minister and by Yukon First Nations shall be for five years. All appointments to the Sub-Committee shall be during good behaviour.

The Board shall appoint a chairperson, after Consultation with the Sub-Committee, from the membership of the Sub-Committee. In the event the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Sub-Committee after Consultation with the Sub-Committee.

The provisions of UFA 2.12.2 shall apply to the Sub-Committee.

Operations

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

The Sub-Committee shall prepare an annual budget and submit it to the Fish and Wildlife Management Board for approval by the Minister. The budget approval process will respect the Sub-Committee's discretion over the allocation of its funds to be available to the Sub-Committee under the Plan. Canada shall pay the approved expenses of the Sub-Committee. A first year budget and a multi-year financial forecast is attached.

Activities

The Sub-Committee shall undertake activities pursuant to its obligations as set out in UFA chapter 16, in particular UFA 16.7.17, 16.8.0, and 16.10.0.

Regular semi-annual meetings, in-season and basin meetings pertinent to the Yukon, Porcupine and Alsek Rivers will be held by the Sub-Committee.

SALMON SUB-COMMITTEE
First year budget and multi-year Financial forecast

Year After Settlement Legislation

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
HONORARIA: Members	45,400	45,400	45,400	45,400	45,400	45,400	45,400	45,400	45,400	45,400
Chair	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900
BOARD: Travel	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600
Meals	8,639	8,639	8,639	8,639	8,639	8,639	8,639	8,639	8,639	8,639
Accommodation	13,855	13,855	13,855	13,855	13,855	13,855	13,855	13,855	13,855	13,855
Meeting Rooms	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960
INFORMATION	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
PROFESSIONAL SERVICES	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
TRAINING	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
TOTAL:	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

DISPUTE RESOLUTION BOARD

Mandate

The Dispute Resolution Board (the "Board") shall provide a comprehensive dispute resolution process to resolve disputes which arise out of the interpretation, administration or implementation of Settlement Agreements or Settlement Legislation and to facilitate the out-of-court resolution of disputes in a non-adversarial and informal atmosphere.

Organizational Structure

The Board shall be comprised of three persons appointed jointly by the Council for Yukon Indians (CYI) and Government (UFA 26.5.1).

Upon 30 days notice by a party to the UFA of its readiness to establish the Board, the parties to the Umbrella Final Agreement are to agree on the membership of the Board.

If the Parties do not jointly agree on the membership of the Board, the Parties shall follow the procedures set out in UFA 26.5.2.1 - 26.5.2.4.

The chairperson to the Board shall be selected in accordance with UFA 26.5.2.1 and/or 26.5.2.2.

The Board may create the Dispute Resolution Panel. The total number of persons on the Panel, including members of the Board, is not to exceed 15 (UFA 26.5.3).

The provisions of UFA 2.12.2 shall apply to the Board.

Operations

The Board shall maintain facilities and provide administrative support to fulfil its mandate. The Board may wish to investigate the sharing of common services with other Boards.

The Board shall prepare an annual budget for the administrative costs of the Board and Panel and it shall submit the budget for review and approval by the Minister of Indian Affairs and Northern Development. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan.

Activities

The Board shall, as soon as practicable after the Board is established, notify the parties to the UFA of its intention to develop rules and procedures governing mediation and arbitration. The Board shall invite the Parties to participate in the process. The Board may send proposed rules and procedures to the Parties who will have a reasonable opportunity to present views.

The Board shall plan and develop a training program so that Panel members receive the necessary training in mediation and arbitration principles and techniques. The Board may consult with the Training Policy Committee on the training program. The Board shall develop the training program as soon as practicable.

The Board shall appoint persons, including its own members, to the Dispute Resolution Panel and shall maintain a roster of mediators and arbitrators from those persons who are appointed members of the Panel. The Parties should consider appointing persons to the Board with experience in the field of dispute resolution. The Board shall set from time to time the fees to be charged for Panel members' services. (UFA 26.5.3, 26.5.4, 26.6.2 and 26.7.2)

Upon the dissolution of the Enrollment Commission, the Board, in addition to its powers and duties under chapter 26, shall undertake the activities associated with UFA 3.10.4; 3.6.5.1; 3.6.5.9; 3.6.5.10; 3.6.5.11.

PART 5

Budget Procedures and Financial Arrangements

1. Costing Guidelines for Board Budgets

Honouraria - Chair @ \$300 per day
Members @ 200 per day

except for Yukon Geographical Place Names Board Chair @ \$187.50 per day
and Members @ \$125 per day

Travel - \$400 per trip (average)
Per Diem - \$53 per day (food)
Accommodation - \$85 per day
Meeting Room - \$75 per day

2. If the Minister requests a Board 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.
3. Board budget submissions for the costs of mediation and regulatory and adjudicative hearings may reflect Board policy with respect to financial assistance through the Board for participation in its proceedings.

ANNEX C

INFORMATION STRATEGY

CYI will implement a general information strategy to enhance community and public awareness of the provisions of the Umbrella Final Agreement and UFA Implementation Plan.

The information to be provided will be limited to a "general" approach focusing initially on the UFA and the UFA Implementation Plan. This strategy excludes information that may be required in relation to amendments of the UFA.

The Council for Yukon Indians Leadership will have the final authority in relation to the disbursement of funds for communications activities.

The communications activities of CYI will be coordinated with the communications activities of the other Parties and of the Boards and Commissions. Coordination of activities will ensure that costly duplication of communications activities is avoided.

Process

To facilitate coordination of activities and messages, the Parties shall undertake to share advance drafts of communications materials directed towards general public awareness produced under this strategy prior to release.

In addition, the Parties shall meet at least annually to discuss issues including communications activities of all Parties directed towards general public awareness, budgets and production schedules for the coming year.

Activities

The communications activities of CYI will focus on the following areas:

Communication Facilitators Workshop: Each Yukon First Nation will identify a person to act as a local communications facilitator. The workshop will address

providing facilitators with the necessary information to undertake local communication activities.

Land Claims Briefing Book: A briefing book will be developed and distributed to the Parties. Media will be provided the information through a media workshop.

Video Aids: At least two videos will be produced. These videos will be of broadcast quality and will be available for the use of the media.

Advertising/Promotion: A series of radio and television spots will be developed. These will be available for the use of all media. Additionally, press releases and story ideas for local media will be developed.

Central Newsletter: A newsletter will be developed on a regular basis and inserted in each issue of Dan Sha. Articles from this newsletter would also be available for publication by the other print media.

Information products which are represented to be the product of all Parties shall be approved by the Parties prior to release.

ANNEX D

**PROCESS TO IDENTIFY GOVERNMENT PROGRAMS WHICH
SHOULD BE MODIFIED TO ASSIST IN THE
IMPLEMENTATION OF SETTLEMENT AGREEMENTS (UFA 28.3.3.5)**

As soon as practicable following the effective date of Settlement Legislation, representatives of Canada and Yukon will meet with representatives of Yukon First Nations. Canada, Yukon and Yukon First Nations will identify the existing Government programs, other than those training programs referenced in UFA 28.8.3, which may need to be modified to assist in the implementation of the Settlement Agreements. The parties will establish priorities for discussions of specific program sectors and programs which may require modification. Government program reviews will be adjusted to the greatest extent possible to accommodate the priorities established by the parties.

Within a reasonable period of time after the initial meeting, representatives of the parties will hold follow up meetings in order to consider in more detail Government and Yukon First Nation input with respect to specific program sectors and/or specific programs which may require modification. To the extent possible, Government and Yukon First Nations will propose, for discussion, specific modifications to existing programs. In the case of Government, the representatives participating in these meetings will be senior officials with program authority in relation to the sector(s) under discussion. These meetings may include Government policy and program delivery staff to assist the process with respect to any proposed modifications.

Within a reasonable period of time thereafter, which may vary depending on the nature and extent of the modification required, each Government will develop draft proposals for the substance and timing of program modifications. Prior to finalizing any proposals, the Governments will consult with the Yukon First Nation representatives.

Once Government has approved the program modifications, Government shall notify the parties providing:

- a description of the modifications that will be made to each program; and
- a schedule within which Government will implement the modifications.

Until the modifications to the identified programs have been completed, each Government shall provide annual progress assessments to the parties.

Federal programs may be modified in respect of their application in Yukon to assist in the implementation of Settlement Agreements in the Yukon.

The need to assist in the implementation of Settlement Agreements will be a policy consideration in the development of new Government programs.

ANNEX E

ARRANGEMENTS FOR TRAINING
AND THE TRAINING POLICY COMMITTEE

Training Policy Committee

1. Composition

The Training Policy Committee ("the Committee") is to be composed as described in UFA 28.7.1 to 28.7.3. For implementation purposes, it is important to note that Committee members are representative of the nominating Parties and that Government nominees are to be senior officials with authority to represent Government in education and training matters. All required nominations to the Committee were made and approved prior to Government ratification of the Umbrella Final Agreement.

2. Mandate

The mandate of the Committee is set out in UFA 28.7.4 and is expected to be addressed as follows:

(a) Training Plans

The Committee shall assist and support CYI and Yukon First Nations to develop the training plans required for implementation of the UFA and Yukon First Nation Final Agreements.

The training plans are expected to identify the minimum skills and competencies which must be held by those who will work in implementing the agreements. Each Yukon First Nation training plan should match available skills and competencies held by Yukon First Nation members with the skills and competencies required for implementation of the agreements. Any resulting training gaps and the number of individuals desiring the required training should be identified.

The Committee should identify the urgent generic training needs of the largest possible number of Yukon First Nations and address those needs on a priority basis. Those needs not immediately addressed should be listed and prioritized for action.

It is expected that the CYI representatives on the Committee will consult with CYI and the Yukon First Nations prior to finalizing decisions in the Committee.

(b) Training Programs

The Committee should review all existing programs which can address the training requirements identified by the training plans and recommend changes to those programs in accordance with the needs and priorities for action. It is expected that program delivery may require change in order to facilitate enrollment and participation by individuals identified through the training plans.

Where program modification is not a feasible alternative to meet identified training needs, due to cost, timeliness or other factors, the Committee is expected to develop and negotiate the delivery of new training programs or activities that are appropriate.

The Committee is expected to investigate and, where appropriate, recommend the integration of existing training programs or support systems for those programs. The purpose is to minimize the need to establish new programs that require a net financial contribution from the Training Trust "(the Trust)".

In the review, modification, design or integration of training programs and activities, the Committee is expected to consider the values and culture of Yukon First Nation trainees, as well as the non-academic needs of trainees for transportation, day-care, housing, counselling, financial support and other support. These factors should be incorporated in the design of all training plans and programs.

(c) Consultation and Co-ordination

The Committee is expected to ensure there is an ongoing process in which Yukon First Nations are consulted and their input is solicited as Yukon First Nation Final Agreements are negotiated and concluded and implementation plans are developed. The purpose is to ensure that the needs of all Yukon First Nations are identified and met.

The Committee is expected to determine the training plans, training programs and related expenditures on the bases of fairness to all Yukon First Nations and of equity among them, regardless of the timing of the completion of each Yukon First Nation Final Agreement or Implementation Plan.

The Committee, by December 31, 1993, shall investigate and report to the Parties upon:

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- (a) the possibility and desirability of establishing a one-window approach to meeting Yukon First Nation training needs, including the possibility of transferring to the Trust or some other appropriate financial vehicle the federal, territorial and Yukon College funds dedicated to the training of Yukon Indian People;
- (b) ways of increasing the co-ordination and cooperation among all the Boards and Committees charged with the provision of advice with respect to Yukon First Nation training, including the possibility of amalgamating all Yukon First Nation representation into one structure; and
- (c) ways of increasing the level of consultation with Yukon First Nations and response to Yukon First Nation needs through the implementation of existing or future labour force and training agreements between Canada and Yukon.

3. Workplan

The workplan of the Training Policy Committee dated June 29, 1992 is attached to and forms a part of this Annex E.

4. Funding and Administration

Canada will provide \$100,000 (1992\$) one-time as soon as practicable after the effective date of Settlement Legislation and \$75,000 (1992\$) per year for the activities of the Training Policy Committee in the discharge of its mandate outside the Trust. This sum will be delivered to and administered by CYI by way of unconditional grant.

It is expected that this funding will not be sufficient to enable the Committee and Yukon First Nations to properly develop training plans and to fully meet the training needs and program requirements which arise from the UFA and Yukon First Nation Final Agreements. The Parties should therefore work co-operatively to assist the Committee and Yukon First Nations to access available programs to those ends.

The Training Trust

The Training Policy Committee is required to develop guidelines for the expenditure of money from the Trust and to expend Trust funds in accordance with the approved work plan.

It is understood that, on or before the effective date of Settlement Legislation, a suitable indenture to establish the Trust will be executed by the appropriate parties and that the contributions contemplated by the UFA will be made to the Trust.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

It is expected that, as a matter of policy, the Training Policy Committee will have recourse to the Trust fund only as a last resort for financing any training program, training activity or support service or program for Yukon Indian People who are trainees. The Committee should endeavour to secure funding from Government or private sources to meet training costs to the greatest possible extent.

Otherwise, it is expected that the only expenditures to be charged against the Trust fund by the Committee will be those expenditures which are authorized by the UFA and the trust indenture to be charged.

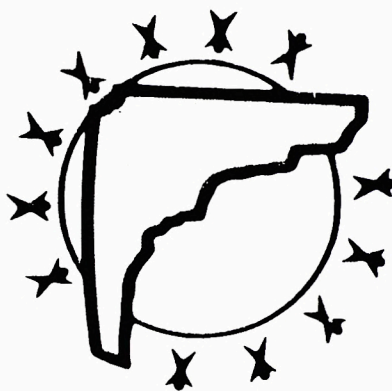
TRAINING POLICY COMMITTEE

WORK PLAN

92/06/29

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COUNCIL FOR YUKON INDIANS

11 NISUTLIN DRIVE WHITEHORSE, YUKON Y1A 3S4
TEL: (403) 667-7631
FAX: (403) 668-6577

MEMORANDUM

Date: 8 March 1993
To: Cheryl McLean
Implementation Coordinator
From: Nancy Sinnott, Chair
Training Policy Committee
RE: WORKPLAN - TPC

This will confirm that the workplan of the Training Policy Committee remains unchanged in spite of our review of the workplan in August and again in November of last year.

Revisions to the workplan would be necessary if the Yukon Land Claims Implementation Training Strategy was approved by the CYI's Leadership in October, 1992.

It is expected that the workplan will need minor revisions from time to time, however, the six objectives identified and their activities will continue to serve the TPC in its role as defined by Chapter 28 of the UFA.

If you should have any questions or concerns, please do not hesitate to call me at 996-2265.

NS/amp

cc: TPC Members
TPC Coordinator

Page 1

TRAINING POLICY COMMITTEE WORK PLAN

INTRODUCTION

Under the Umbrella Final Agreement of the Land Claims Settlement, the Training Policy Committee is mandated to undertake several important responsibilities. One of these responsibilities is the development of a work plan to be submitted to the parties to the Agreement. This work plan is to guide the Training Policy Committee in the accomplishment of their mandate.

This document represents a work plan as approved in principle by the Training Policy Committee on June 29, 1992. The document is composed of several sections in order to assist the reader and the personnel who will be responsible for implementing the activities included in the work plan itself.

The introduction is intended to give an overview to the document itself and briefly explain the contents and purpose of each section. Included in the introduction is a diagrammatic representation of the work plan and how the different sections were developed and organized. Working from the Umbrella Final Agreement, Chapter 28 and the mandate provided to the Training Policy Committee, six primary objectives were developed, from which discrete tasks then individual activities were identified. Following this exercise, an action plan was prepared for each objective, task and activity which included costs, timeframes, recommended processes for accomplishing and the assignment to the appropriate personnel.

The second section includes two "Work Plan Guidelines". One details the process the Training Policy Committee will undertake in approving, reviewing and revising the work plan. The second guideline outlines the requirements for a policy and procedures manual.

The third section provides for the complete work plan arranged by objective, tasks and activity. The objectives are arranged chronologically. In later sections the tasks and activities are arranged chronologically.

The fourth section provides for a diagrammatic and tabular representation of the tasks required to complete each objective. These tasks are arranged chronologically.

The fifth section provides the complete action plan, including responsibility assignment, recommended process for undertaking the activity, timelines and estimated costs.

The sixth section outlines the anticipated budget requirements for the accomplishment of the entire work plan. Modifications may be required depending on the management structures which may be approved by the Training Policy Committee.

It is important to note that other documents have been prepared by the Training Policy Committee to guide its work. Of particular note, is the Training Policy Committee mandate statement which details the guiding principles under which it is to operate.



TRAINING POLICY COMMITTEE

WORK PLAN GUIDELINES

1. Study all the tasks and activities of the workplan for each objective to determine if they adequately meet the requirements of each objective.
2. Analyze the tasks and activities individually to determine which can be completed by:
 - the TPC immediately without assistance;
 - the TPC with training;
 - the TPC with assistance of professionals;
 - assigning the work to a consulting firm;
 - an employee of the TPC; or
 - by other working groups or individuals as deemed appropriate.
3. Obtain assistance, as necessary, to achieve the approved objectives by:
 - determining training and/or professional needs;
 - outlining appropriate training or position descriptions;
 - preparing proposals as required;
 - securing funding;
 - advertizing;
 - interviewing, selecting and orienting (cultural and organizationally) persons/firms;
 - monitoring and evaluating training or assistance
4. Assign and monitor tasks and activities of the workplan for each objective which will include:
 - the assignment of initial tasks and activities as appropriate with deadlines for completion
 - the evaluation of initial tasks and activities prior to deadlines and provide for revisions as required
 - the assignment of remaining and/or revised tasks and activities
 - the evaluation of any remaining tasks and activities and provide for revisions as required

TRAINING POLICY COMMITTEE

WORK PLAN GUIDELINES - II

1. Research and document the guiding principles of the organization
2. Research other foundations/trust funds/developmental organizations/societies within and outside of the Yukon for models which have similar capabilities to the TPC.
3. Research the legal requirements of a policy and procedure manual as set in various labour and corporate legislation applicable in the Yukon.
4. Develop an appropriate personnel policy manual.
 - develop an appropriate procedural approach to each policy.
 - have the Trustees approve each personnel policy.
5. Develop an appropriate operational policy manual.
 - develop an appropriate procedural approach to each policy.
 - have the Trustees approve each operational policy.
6. Develop an appropriate programming policy manual.
 - develop an appropriate procedural approach to each policy.
 - have the Trustees approve each programming policy.
7. Implement the approved policy manual with the corresponding procedures.
8. Test the policies over a specific period of time. (NOTE: Resist changing policy, but instead adjust procedures as necessary -- management responsibility).
9. Change policy only as a result of philosophic adjustment within the organization.

(revised 92/06/16)

WORK PLAN

OBJECTIVES, TASKS AND ACTIVITIES

OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN

WORK PLAN (92/06/12)

TASK 1:

To determine the objectives to be undertaken by the TPC

Activities:

1. review the mandate of the TPC as provided for in the UFA, Chapter 28
2. prioritize individual mandate items chronologically
3. identify for each mandated item, an objective for implementation
4. identify and review any additional objectives which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to achieve the objective

TASK 2:

To determine the tasks involved in each of the objectives set for the TPC

Activities:

1. analyze each objective and identify separate tasks which need to be undertaken to accomplish the objective
2. prioritize and list the tasks chronologically
3. identify and review any additional tasks which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the task

TASK 3:

To determine the activities needed to implement each task identified for the objective

Activities:

1. analyze each task and identify required activities which need to be undertaken to accomplish the task
2. prioritize and list the activities chronologically
3. identify and review any additional activities which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the activity

WORK PLAN (92/06/12)

TASK 4:

To develop actions plans from the objectives, tasks and activities

Activities:

1. review and chart activities which have already been completed and new activities yet to be completed
2. determine timeframes, process, assignments, resources and expected outcomes of each task yet to be completed
3. review all activities to determine the inter-relationships between them
4. determine immediate activity priorities

TASK 5:

To submit the workplan

Activities:

1. review, revise and approve draft workplan
2. submit draft workplan to IPWG for review and recommended revisions
3. revise workplan
4. submit finalized workplan to IPWG

TASK 6:

To maintain a current workplan

Activities:

1. monitor the approved final workplan through those persons or bodies responsible for each activity
2. evaluate the approved workplan at each regular TPC meeting
3. revise and/or update workplan as necessary

OBJECTIVE 2:
TO BE TRUSTEES OF THE TRUST

WORK PLAN (92/06/12)

TASK 1:

To research and obtain initial and ongoing orientation and training for the TPC

Activities:

1. research and obtain initial training or assistance for all TPC members to become knowledgeable about the legal responsibilities and requirements of Trustees
2. research, obtain and provide ongoing training for all TPC members in the skills of:
 - board roles, responsibilities and authorities
 - board decision-making;
 - oral and written communications;
 - financial matters;
 - adult education techniques and programs;
 - and other relevant areas as required
3. research and obtain initial training or assistance for all TPC members to have an understanding of inter-cultural attitudes and issues
4. research, obtain and provide ongoing orientation and training for all new TPC members on the operational requirements of the TPC with respect to:
 - legal issues and
 - inter-cultural needs
5. evaluate the skills of TPC members to determine future needs and to revise ongoing training

TASK 2:

To establish the role of the TPC

Activities:

1. approve and sign the Trust document establishing the Trust Fund
2. apply the workplan guidelines to revise, approve and assign tasks
3. with professional advice, determine the appropriate role of the TPC (foundation or other structure)
4. determine a one year interim role for the TPC, based on the UFA and the Trust document
5. evaluate and revise the interim role of the TPC in consultation with FNs during the first year
6. through an analysis of information gathered through practice and evaluations and through consultation with FNs during the first year, determine the long-term role of the TPC

WORK PLAN (92/06/12)

TASK 3:

To develop and establish policy and processes for the effective operation of the TPC

Activities:

1. research and develop appropriate policies (in draft) in accordance with the Work Plan Guidelines
2. request and obtain FNs advice on the proposed policies
3. revise as necessary and adopt policies as working documentation
4. design and approve appropriate procedures for the policies
5. develop an appropriate policy and procedures manual for ongoing usage

TASK 4:

To secure funding and resource commitments for trustees' participation on the TPC

Activities:

1. based on the workplan, determine the time and other commitments of each of the trustees for the initial year of operation
2. based on proposed activities, determine the first-year expenditures of actual and in-kind costs for the operation of the TPC
3. develop the first annual budget of the TPC in consultation with the governments represented on the TPC
4. determine assured resources for actual and in-kind costs for the first year of operation
5. determine the need for more resources for first year operations and seek approval for these resources from governments or others
6. using a consultative process, develop a tentative 3-year budget (for years 2-4) for the operation of the TPC, based on the workplan and activities planned and completed in the first year
7. by the middle of the first year of operation, seek and obtain approval for funds from relevant agencies or governments for the budget of the TPC for the following three years

WORK PLAN (92/06/12)

TASK 5:

To provide for TPC members and others to carry out their responsibilities to the TPC in their traditional languages

Activities:

1. design a written policy for TPC responsibilities in carrying out this task which considers the following activities:
2. upon the request of an aboriginal member of the TPC for traditional language services, determine the necessity for, and feasibility of, providing the services to carry out responsibilities in a traditional language for that member or other person making representation to the TPC
3. determine the resources available to provide oral and written translation services to the TPC, and the costs to the TPC if any

TASK 6:

To effectively communicate the activities and decisions of the TPC (including the annual report)

Activities:

1. in consultation with FNs and other agencies and governments determine:
 - the legal and other requirements for communications;
 - which activities and decisions require communicating;
 - how these activities and decisions should be communicated;
 - to whom these should be communicated; and
 - when and how often they should be communicated
2. write communications policies and strategies which outline the procedure for regular and unusual communications processes
3. prepare and distribute the annual report as part of the communications requirement
4. provide a budget for the communications strategy
5. review and revise the communications policy as required

OBJECTIVE 3:
TO ESTABLISH CONSULTATIVE
ARRANGEMENTS BETWEEN GOVERNMENT
AND FIRST NATIONS

WORK PLAN (92/06/12)

TASK 1:

To determine what is meant by "consultative arrangements" and "one window approach"

Activities:

1. clearly define through brainstorming and consensus of the committee what is meant by "consultative arrangements" and "one window approach" (decision-making vs. information/resource provision)
2. consult, within a limited timeframe, with FNs, governments and agencies to determine if the definitions of the TPC are supported by those involved in, or affected by, consultative arrangements and a one window approach
3. revise definitions according to input if necessary
4. record definitions into the policy manual for reference
5. revise definitions as needed

TASK 2:

To determine why consultative arrangements and a one-window approach are necessary and with whom

Activities:

1. with reference to the role of the TPC and the workplan, list the governments, agencies and other bodies and individuals that are, or will be, involved in the work of the TPC
2. determine the level of involvement of the TPC with the various bodies and individuals
3. prioritize the various bodies and individuals by importance to the workplan by determining those bodies and individuals which will provide maximum benefit for accomplishing the workplan of the TPC

WORK PLAN (92/06/12)

TASK 3:

To determine how consultative arrangements and a one-window approach will be established

Activities:

1. research and determine the most efficient means of consulting with the prioritized bodies and individuals within the definitions of consultative arrangements and one-window approach agreed upon
2. consider the establishment of interim one-window structures, with appropriate membership, to assist the TPC in accomplishing its immediate tasks (technical and consultative)
3. determine policy for the interim structures including:
 - length of operation;
 - reporting requirements;
 - authorities;
 - membership; and
 - operations
4. evaluate the interim consultative arrangements and one window approach
5. based on the evaluation of the interim structures and the previous research, determine the most appropriate methods for long-term consultation and provision of one-window services

TRAINING POLICY COMMITTEE

WORK PLAN (92/06/12)

OBJECTIVE 4:

TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN

TASK 1:

To establish policy and procedure for expenditure of the Trust Fund

Activities:

1. research legal trust restrictions applicable to the Trust Fund
2. research and record previously set guidelines on Trust Fund usage as established by:
 - leadership
 - Elder's Council
 - parties to the Agreement
 - IPWG
 - TPC, etc.
3. consult FNs with respect to previous experiences with access to funding for the purposes of recommending an appropriate funding process for the Trust Fund
4. design access/request format and process
5. field test format and process
6. revise initial format and process
7. in consultation with FNs develop, with respect to fund usage;
 - values statements
 - policy
 - trust fund distribution criteria and
 - procedures for access
8. communicate statements on fund usage to all FNs, governments and public (interpretive guide to explain policy and procedures)

TASK 2:

To determine the amount of funds in the Trust that are available for expenditure

Activities:

1. analyze the funds available
2. Catalogue existing funding sources currently being accessed, and potential for access, by FNs and CYI by:
 - researching all federal, territorial, local and private sources
 - documenting access methodology
 - current funding levels
 - and historical funding responses.

WORK PLAN (92/06/12)

TASK 3:

To develop procedures for the investment of the Trust Fund

Activities:

1. determine the legal and other limitations to the investment of the Trust Fund
2. research appropriate investment strategies (FNs values and standards to be maintained)
3. select preferred strategies - list benefits and limitations of each
4. consult with FNs to select the most preferred strategy
5. determine and establish procedures for the investment strategy
6. develop procedures for monitoring and reporting on TTF investments

TASK 4:

To establish an appropriate accounting and reporting mechanism for the expenditure of the Trust Fund

Activities:

1. determine the legal and other requirements for reporting on, and accounting of trust expenditures
2. establish policy with respect to accounting procedures
3. establish accounting practices
4. establish policy with respect to reporting expectations
5. establish reporting format
6. determine expected reporting timeframes
7. establish approval/rejection criteria and process for FNs and the parties to the Agreement to respond to the TPC's reporting of expenditures

WORK PLAN (92/06/12)

TASK 5:

To evaluate and respond to requests for fund expenditures according to approved workplan

Activities:

1. establish criteria for selection of requests
2. establish critical dates for the receipt by TPC of applications and proposals
3. establish receipt and confirmation of receipt procedures
4. develop policy and procedures
5. communicate and consult with FNs on the policy and procedures
6. receive proposals and review for completeness with the proposer
7. evaluate and approve or reject requests based on approved policies, procedures and criteria
8. based on the evaluation, develop any recommendations to other training or funding programs
9. determine the appropriate payment (and payment schedule) to be made from the Trust Fund for approved projects
10. communicate with proposer regarding the results of the proposal review
11. if successful, communicate with the proposer regarding the reporting and monitoring requirements
12. evaluate all approved projects on a regular basis
13. evaluate and revise selection and response procedures on a regular basis in consultation with FNs

WORK PLAN (92/06/12)

TASK 1:

To determine the skills required to implement the UFA

- ACTIVITIES:
1. review the UFA document and identify all possible skill requirements for implementation
 2. review UFA implementation plans and identify all possible skill requirements
 3. review any FN Agreements and implementation plans and note the skill requirements as identified by the FN
 4. identify any gaps or overlaps between 1, 2, and 3 above
 5. review findings of analysis with FNs and parties to the Agreement
 6. analyze the skill requirements to determine generic and specific skill areas

TASK 2:

To determine the current skills existing among FNs

- ACTIVITIES:
1. review the identified skill areas required for the implementation of the UFA
 2. review and analyze current skill assessment data related to FNs that is available:
 - Statistics Canada
 - YTG Statistics Bureau
 - Individual FN assessments
 - various government departments, etc.
 3. review existing data collection devices for cultural and Yukon relevancy
 4. choose, or design, if necessary, an appropriate skill identification device which includes:
 - skill, interest and aptitude assessment
 - opportunity for employment
 - willingness of individual to commit to available positions or to training
 - assessment of the requirement for wellness and other social preparedness
 5. based on the selected device and methodology, determine the most appropriate resource to conduct the assessment (employee, FN researchers, consulting agencies, etc.)
 6. conduct the assessment and analyze the data
 7. provide an analysis of existing skill levels, interests, aptitudes currently available among FNs and review this analysis with FNs and the parties to the Agreement

WORK PLAN (92/06/12)

TASK 3:

To determine the gap between required skills and available skills to identify training needs

- ACTIVITIES:
1. conduct an analysis of the differences between what skills exist and what skills are required for UFA implementation
 2. review with FNs the skills analysis and then review individual FN skill development needs
 3. categorize the skill shortages and identify skill requirement areas with reference to the UFA
 4. individualize the training needs in FN communities and develop a FN HRD plan
 5. prioritize training needs with the FN

TASK 4:

To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs

- ACTIVITIES:
1. based on the TPC guiding principles, determine the nature and extent of information required to evaluate existing programs
 2. develop a training program evaluation tool
 3. solicit and obtain information on existing programs
 4. evaluate the ability of the existing training programs to meet the training needs identified for implementation
 5. recommend modifications or alternative programs
 6. facilitate, as required, the negotiation of modifications to programs for FNs, including:
 - costs
 - timelines
 - delivery mechanism and location
 - curriculum revision
 - instructor qualifications, etc.

WORK PLAN (92/06/12)

TASK 5:

To develop a resource inventory of suitable programs

ACTIVITIES:

1. research and inventory existing suitable programs as to:
 - cost and availability
 - program parameters,
 - teaching or presentation methodology (reflect FN values) etc.
2. cross reference the inventory with the training needs identified to determine the limitations of existing programs
3. determine and prioritize programs required to meet training needs
4. develop a strategy to provide required and suitable programs to meet the training needs
5. communicate with FNs, the parties to the Agreement and the agencies responsible for providing appropriate training programs
6. make further recommendations on programs and modifications required based on FN feedback

TASK 6:

To prepare the Training Plan

ACTIVITIES:

1. obtain FNs training plans as source documents
2. analyze FNs training plans to determine generic and specific training plan components
3. assist FNs in the development and revision of their individual training plans for UFA and FNFA implementation
4. consult with FNs to achieve consensus on the UFA implementation training plan requirements
5. prepare UFA training plan and distribute to parties to the Agreement, FNs, IPWG, etc.

WORK PLAN (92/06/12)

TASK 7:

To determine the requirements for funding of training plan requirements

ACTIVITIES:

1. prepare a costing analysis of the training plan by individual program and by delivery mechanism
2. review for cost effectiveness/efficiency measures which may be possible

TASK 8:

To analyze existing funding programs as to their ability to meet required training costs and recommend modifications or seek other funding

ACTIVITIES:

1. based on the guiding principles of the TPC, determine information required to evaluate existing funding programs
2. design the data collection and evaluation instruments
3. request and obtain information on existing funding programs
4. evaluate ability of existing funding programs to meet training plan funding requirements
5. recommend modifications to existing funding programs or seek alternate funding
6. facilitate, when necessary, the negotiation of modifications to funding programs which may be required

TASK 9:

To develop an inventory of suitable funding programs

ACTIVITIES:

1. research and inventory suitable funding programs including information on:
 - availability of funds
 - access methodology
 - proposal evaluation criteria, etc.
2. analyze and develop a listing of training programs requiring funding for which existing or modified funding programs will not be able to address
3. research alternate funding sources and methodologies (private foundations, experimental projects, etc.)
4. communicate this information to individual FNs and agencies which have the mandate or responsibility to provide funding for the training plan

WORK PLAN (92/06/12)

TASK 10:

To compare the inventories of suitable programs to suitable funding sources

ACTIVITIES:

1. compare the prepared inventory of suitable training programs with the inventory of suitable funding programs
2. provide recommendations as to the "best fit" between the training programs and funding sources in order to maximize the effectiveness and efficiency of the funding available
3. provide this information to FNs

TASK 11:

To monitor the UFA implementation process to identify any modifications to the training plan that may be required

ACTIVITIES:

1. monitor all FN UFA implementation training which may or may not have been reviewed by the TPC
2. review, with FNs, the training plans and identify any implementation activities that may not have been identified previous to implementation
3. provide for regular review and, if necessary, any modification to the training plan
4. monitor funding sources for new funding programs or changes to funding programs which may affect implementation training
5. communicate the information on any changes to training needs and funding programs to FN's, funding agencies, deliverers of programs, parties to the Agreement, etc.

OBJECTIVE 6:
TO ESTABLISH TRAINING PROGRAMS IN
ACCORDANCE WITH THE WORKPLAN AND
TRAINING PLAN

TASK 1:

To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA

TRAINING POLICY COMMITTEE

WORK PLAN(92/06/12)

Activities:

1. based on a comparison of the training plan and the consultative arrangements, analyze the proposed programs and funding to determine which programs or funding can be negotiated as a responsibility or partial responsibility of agencies other than the TPC
2. carry out the necessary negotiations for programs to be established as a responsibility or partial responsibility of agencies other than the TPC
3. in selected programs provided through other agencies ascertain the feasibility of increasing the input and control by FNs
4. research alternative methods of program delivery (institutional structure, distance education, etc.)
5. through ongoing research and comparing the training plan and consultative arrangements, analyze programs through other agencies to determine which need modification to implement the training plan within FN objectives and principles
6. propose and establish modifications to programs prior to establishing new programs through other agencies
7. monitor and evaluate regularly all training programs established through agencies other than the TPC

TASK 2:

To determine the responsibility of the TPC for establishing training programs

Activities:

1. considering the interim and future roles of the TPC, and the prioritized training plan requirements, determine and prioritize the programs which are required, but are not available through agencies other than the TPC
2. determine the amount of funding available for establishing training programs through the TPC, taking into account:
 - the guidelines for expenditure of funds,
 - the annual budget, and
 - tasks in the workplan
3. determine the feasibility of the TPC to establish training programs
4. establish training programs initially as pilot projects
5. monitor and evaluate regularly all training programs established through the TPC

WORK PLAN (92/06/12)

TASK 3:

To seek and provide funding for training programs through the TPC and other agencies

Activities:

1. catalogue and assess the availability of funding on an ongoing basis and the availability of funding on an irregular short-term basis from the TPC and other agencies for all training programs, based on:
 - the guidelines for expenditures,
 - the data concerning available funding, and
 - the training requirements
2. as part of the annual budget deliberations in the year previous to the budget year, negotiate funding with other agencies through the established consultative arrangements, and determine funding available for programs through the TPC
3. determine and write policy and guidelines for providing funding to programs through other agencies or through the TPC
4. review and revise funding guidelines as needed

ACCORDANCE WITH THE WORK PLAN
TO ESTABLISH TRAINING PROGRAMS IN
OBJECTIVE 8:

TRAINING POLICY COMMITTEE

Page 20

WORK PLAN

SUMMARY AND TIMELINES

TRAINING POLICY COMMITTEE

WORK PLAN TIMELINES OVERVIEW

REVISED -(92/06/12)

OBJ.		TIMELINES - FIRST YEAR AND ACTIVITIES												
	TASKS	1ST 4 MONTHS				2ND 4 MONTHS				3RD 4 MONTHS				ONGOING ACTIVITIES
1.	1	<div></div>												
	2	<div></div>												
	3	<div></div>												
	4	<div></div>												
	5	<div></div>												
	6	<div></div>												
2.	1	<div></div>												
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TRAINING POLICY COMMITTEE

WORK PLAN TIMELINES OVERVIEW

REVISED -(92/06/12)

OBJ.		TIMELINES - FIRST YEAR AND ACTIVITIES												
	TASKS	1ST 4 MONTHS				2ND 4 MONTHS				3RD 4 MONTHS				ONGOING ACTIVITIES
5.	1			_____										
	2			_____										
	3							_____						
	4					_____								
	5						_____							
	6								_____					
	7									_____				
	8										_____			
	9											_____		
	10												_____	
	11													_____→
6.	1									_____				
	2									_____				
	3											_____→		

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN	TASK 1: To determine the objectives to be undertaken by the TPC TASK 2: To determine the tasks involved in each of the objectives set for the TPC TASK 3: To determine the activities needed to implement each task identified for the objective	TASK 4: To develop actions plans from the objectives, tasks and activities TASK 5: To submit the workplan		
OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST	TASK 2: To establish the role of the TPC TASK 6: To effectively communicate the activities and decisions of the TPC (including the annual report)	TASK 1: To research and obtain initial and ongoing orientation and training for the TPC TASK 3: To develop and establish policy and processes for the effective operation of the TPC TASK 4: To secure funding and resource commitments for trustees' participation on the TPC		

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
OBJECTIVE 3: TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS	TASK 1: To determine what is meant by "consultative arrangements" and "one window approach" TASK 2: To determine why consultative arrangements and a one-window approach are necessary and with whom	TASK 3: To determine how consultative arrangements and a one-window approach will be established		
OBJECTIVE 4: TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN		TASK 1: To establish policy and procedure for expenditure of the Trust Fund	TASK 3: To develop procedures for the investment of the Trust Fund TASK 4: To establish an appropriate accounting and reporting mechanism for the expenditure of the Trust Fund	

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
OBJECTIVE 5: DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA		TASK 1: To determine the skills required to implement the UFA	TASK 2: To determine the current skills existing among FNs	
OBJECTIVE 6: TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN				
OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
OBJECTIVE 3: TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS				
OBJECTIVE 4: TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
OBJECTIVE 5: DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA	TASK 4: To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs TASK 5: To develop a resource inventory of suitable programs			TASK 3: To determine the gap between required skills and available skills to identify training needs
OBJECTIVE 6: TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN				
OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
OBJECTIVE 3: TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS			TASK 5: To evaluate and respond to requests for fund expenditures according to the approved work plan	
OBJECTIVE 4: TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
OBJECTIVE 5: DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA	TASK 6: To prepare the Training Plan TASK 7: To determine the requirements for funding of training plan requirements TASK 8: To analyze existing funding programs as to their ability to meet required training costs and recommend modifications or seek other funding	TASK 9: To develop an inventory of suitable funding programs TASK 10: To compare the inventories of suitable programs to suitable funding sources		
OBJECTIVE 6: TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN	TASK 1: To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA TASK 2: To determine the responsibility of the TPC for establishing training programs		TASK 3: To seek and provide funding for training programs through the TPC and other agencies	

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN	TASK 6: To maintain a current workplan
OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST	TASK 1: To research and obtain initial and ongoing orientation and training for the TPC TASK 4: To secure funding and resource commitments for the trustees' participation on the TPC TASK 5: To provide for TPC members to carry out their responsibilities to the TPC in their traditional languages TASK 6: To effectively communicate the activities and decisions of the TPC (including the annual report

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
OBJECTIVE 3: TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS	
OBJECTIVE 4: TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN	TASK 2: To determine the amount of funds in the Trust that are available for expenditure TASK 5: To evaluate and respond to requests for fund expenditures according to the approved workplan

WORK PLAN TIMELINES

REVISED - (92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
OBJECTIVE 5: DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA	TASK 11: To monitor the UFA implementation process to identify any modifications to the training plan that may be required
OBJECTIVE 6: TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN	TASK 3: To seek and provide funding for training programs through the TPC and other agencies

WORK PLAN

ACTION PLAN

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TRAINING LOGICAL COMMITTEE

OBJECTIVE 1: TO DEVELOP A
WORKPLAN TO BE INCLUDED IN THE UFA
IMPLEMENTATION PLAN

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 1:
To determine the objectives to be
undertaken by the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the mandate of the TPC as provided for in the UFA, Chapter 28	Working Group	Group review of UFA Ch. 28	1st month	Currently budgeted for through IPWG mandate
2. prioritize individual mandate items chronologically	Working Group	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate
3. identify for each mandated item, an objective for implementation	Working Group	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate
4. identify and review any additional objectives which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to achieve the objective	Working Group initially - in future will be done by TPC / Co-ordinator	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

ACTION PLANS (92/06/19)

TASK 2:
To determine the tasks involved in each
of the objectives set for the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze each objective and identify separate tasks which need to be undertaken to accomplish the objective	Working Group	Group review and brainstorming - consensus	1st month	Currently budgeted for through IPWG mandate
2. prioritize and list the tasks chronologically	Working Group	Group input and assignment to individuals with group review and consensus	1st month	Currently budgeted for through IPWG mandate
3. identify and review any additional tasks which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the task	Working Group - initially but will be done in future by TPC /Coordinator as part of ongoing review of tasks	Group consensus	1st month and ongoing	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

ACTION PLANS (92/06/19)

TASK 3:
To determine the activities needed to implement
each task identified for the objective

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze each task and identify required activities which need to be undertaken to accomplish the task	Working Group	Group review, brainstorming and consensus	1st to 2nd month	Currently budgeted for through IPWG mandate
2. prioritize and list the activities chronologically	Working Group	Analyze time requirements and limitations of TPC -research other similar activities -establish timeframes as necessary	2nd month	Currently budgeted for through IPWG mandate
3. identify and review any additional activities which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the activity	Working Group - initially but will be done in future by TPC /Coordinator as part of ongoing review of tasks	Review with Group initially -present to TPC and adjust as required in future	2nd month and ongoing	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

ACTION PLANS (92/06/19)

TASK 4:

To develop actions plans from the
objectives, tasks and activities

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review and chart activities which have already been completed and new activities yet to be completed	Working Group	Working Group brainstorm, assignment to individuals of group - discussion and consensus	2nd month	Currently budgeted for through IPWG mandate
2. determine timeframes, process, assignments, resources and expected outcomes of each task yet to be completed	Working Group	Working Group brainstorm, assignment to individuals of group - discussion and consensus	2nd month	Currently budgeted for through IPWG mandate
3. review all activities to determine the inter-relationships between them	Working Group	Working Group review and assessment	2nd month	Currently budgeted for through IPWG mandate
4. determine immediate activity priorities	Working Group	Working Group review and assessment -consensus	2nd month	Currently budgeted for through IPWG mandate

ACTION PLANS (92/06/19)

TASK 5:

To submit the workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review, revise and approve draft workplan	Working Group and TPC/Coordinator	Item by item analysis for flow of items and knowledge of community needs	2nd month	Currently budgeted for through IPWG mandate
2. submit draft workplan to IPWG for review and recommended revisions	TPC/Coordinator	Submit, meet and explain	2nd month	Currently budgeted for through IPWG mandate
3. revise workplan	Working Group and/or TPC Coordinator	Review and revise as required based on recommendations from IPWG and TPC	2nd month	Currently budgeted for through IPWG mandate
4. submit finalized workplan to IPWG	TPC/Coordinator	Submit, meet and explain	2nd month	Currently budgeted for through IPWG mandate

TASK 6:
To maintain a current workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. monitor the approved final workplan through those persons or bodies responsible for each activity	TPC	Design and evaluation and monitoring tool -design monitoring policy -design and field test procedures -execute as required	2nd to 3rd month and ongoing	consultant to design instruments and process for evaluation and monitoring (Estimate:\$2,000)
2. evaluate the approved workplan at each regular TPC meeting	TPC and staff (Coordinator)	Use the developed tool and policies	2nd to 3rd month and ongoing	staff unless TPC wishes to use independent evaluations - cost will depend on the scope of the evaluation
3. revise and/or update workplan as necessary	TPC and staff (Coordinator)	Respond as required but within established policy . Change workplan only after several "tests" of the process and content	2nd to 3rd month and ongoing	Staff and TPC

TASK 1:
To research and obtain initial and ongoing orientation and training for the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and obtain initial training or assistance for all TPC members to become knowledgeable about the legal responsibilities and requirements of Trustees	TPC to contract with trainer/legal opinion	1 to 2 day workshop	After appointment of members - 1st month	Estimate - \$2,000
2. research, obtain and provide ongoing training for all TPC members in the skills required of a trustees/board member	TPC to utilize staff and contract for training as required	1 to 2 day workshops initially then training may become a part of each TPC agenda	1st month, then ongoing over the 1st year	Estimate - \$3,000 initially, then ongoing \$5,000 per year
3. research and obtain initial training or assistance for all TPC members to have an understanding of inter-cultural attitudes and issues	TPC to contract with trainers in cross-cultural awareness	1 to 2 day workshops initially then training may become a part of each TPC agenda	In the 1st two months, then ongoing over the life of the TPC	Estimate - \$3,000 initially, then ongoing \$5,000 per year
4. research, obtain and provide ongoing orientation and training for all new TPC members on the operational requirements of the TPC with respect to: - legal issues and - inter-cultural needs	TPC to contract trainers and utilize staff as required	2 to 3 day workshop initially then training may become a part of each TPC agenda	On appointment of new members	Estimate \$2,000 per year
5. evaluate the skills of TPC members to determine future needs and to revise ongoing training	TPC and staff using a predetermined instrument	At the end of each training session and periodically at regular TPC meetings	After each training session	No extra costs expected other than initial design of training evaluation tool (Estimate \$1,000)

OBJECTIVE 2:
TO BE TRUSTEES OF THE TRUST

ACTION PLANS (92/06/19)

TASK 2:
To establish the role of the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. approve and sign the Trust document establishing the Trust Fund	TPC and legal assistance	Contact all required signatories and establish meeting for signing	Immediately after approval of the parties to the Agreement	No extra expenditures anticipated - IPWG cost
2. apply the workplan guidelines to revise, approve and assign tasks	TPC and staff	Use guiding principles as approved by TPC	1st month	No cost anticipated beyond costs of TPC members to meet and staff costs
3. with professional advice, determine the appropriate role of the TPC (foundation or other structure)	TPC and staff	Seek advice from parties to the Agreement, other agencies with similar mandate, private foundations, legal advice	1st month	Minimal costs other than TPC staff search for advice
4. determine a one year interim role for the TPC, based on the UFA and the Trust document	TPC and staff	Use advice and mandate under the UFA and Trust document	1st to 2nd month	No costs anticipated beyond costs of TPC members to meet
5. evaluate and revise the interim role of the TPC in consultation with FNs during the first year	TPC, FNs, and staff	Consult with FNs, TPC to consider and establish interim role	Over 1st six to twelve months	Costs of consultation
6. through an analysis of information gathered through practice and evaluations and through consultation with FNs during the first year, determine the long-term role of the TPC	TPC and staff	Options for long-term role with benefits and problems of each. TPC to decide on best option at regular meeting	At the end of the 1st year	No costs anticipated beyond costs of TPC members to meet

OBJECTIVE 2:
TO BE TRUSTEES OF THE TRUST

ACTION PLANS (92/06/19)

TASK 3:
To develop and establish policy and processes for the effective operation of the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and develop appropriate policies (in draft) in accordance with the Work Plan Guidelines	TPC, staff and professional advice	TPC sub-committee(?) in consultation with staff and professional advice	In 1st 3 months	No costs anticipated beyond staff costs unless activity is contracted to consultant
2. request and obtain FNs advice on the proposed policies	TPC, staff and FNs	Consultation with FNs (document draft?)	During 1st three months and ongoing	No costs anticipated except for costs of consultation - staff costs, mailing, telephone, etc.
3. revise as necessary and adopt policies as working documentation	TPC and staff - TPC	TPC meeting with material prepared by staff based on input	First 3 months and thereafter once per year	No costs anticipated beyond staff costs unless activity is contracted to consultant
4. design and approve appropriate procedures for the policies	TPC staff with professional advice	TPC staff to develop and submit for approval to TPC	In first 3 months then once per year	No costs anticipated beyond staff costs unless activity is contracted to consultant
5. develop an appropriate policy and procedures manual for ongoing usage	TPC staff with professional advice	Potential for a separate contract to be let with monitoring and support by TPC staff	In first three months with revision as required	Initial costs of consultant to prepare manual (Estimated - 3 to \$5,000)

OBJECTIVE 2:
TO BE TRUSTEES OF THE TRUST

ACTION PLANS (92/06/19)

TASK 4:
To secure funding and resource commitments
for trustees' participation on the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the workplan, determine the time and other commitments of each of the trustees for the initial year of operation	TPC	Analysis of Work Plan by individual TPC members and consensus on required commitments	1st month	No extra costs anticipated other than staff costs and TPC time
2. based on proposed activities, determine the first-year expenditures of actual and in-kind costs for the operation of the TPC	TPC staff and TPC Budget subcommittee? TPC members	Costing of activities to be prepared and presented by TPC staff and discussed and approved at TPC meeting	1st month	No extra costs anticipated other than staff costs and TPC time
3. develop the first annual budget of the TPC in consultation with the governments represented on the TPC	TPC staff, TPC subcommittee? -approval by TPC	TPC staff in consultation with parties to the Agreement	1st month	No extra costs anticipated other than staff costs and TPC time
4. determine assured resources for actual and in-kind costs for the first year of operation	TPC members and TPC staff	Based on budget, confirm with parties to the Agreement their contributions to TPC operation	1st three months	No extra costs anticipated other than staff costs and TPC time
5. determine the need for more resources for first year operations and seek approval for these resources. Revise budget.	TPC and staff	Based on budget, confirm with parties to the Agreement their contributions to TPC operation	1st three months	No extra costs anticipated other than staff costs and TPC time
6. using a consultative process, develop a tentative 3-year budget (for years 2-4) for the operation of the TPC, based on the workplan and activities planned and completed in the first year	TPC, FNs, parties to the Agreement (IPWG)	Based on budget, confirm with parties to the Agreement and FNs, their contributions to TPC operations	2nd half of 1st year	No extra costs anticipated other than staff costs and TPC time
7. by the middle of the first year of operation, seek and obtain approval for funds from relevant agencies or governments for the budget of the TPC for the following three years	TPC, parties to the Agreement	Based on budget, confirm with parties to the Agreement and FNs, their contributions to TPC operations	2nd half of 1st year	No extra costs anticipated other than staff costs and TPC time

OBJECTIVE 2:
TO BE TRUSTEES OF THE TRUST

ACTION PLANS (92/06/19)

TASK 5:
To provide for TPC members and others to
carry out their responsibilities to the
TPC in their traditional languages

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. design a written policy for TPC responsibilities in carrying out this task which considers the following activities:	TPC and staff in consultation with professionals (Aboriginal Languages - YTG, Native Language Center, Etc.)	After consultation, staff to prepare policy for TPC approval (TPC policy sub-committee?)	1st 6 months	No costs anticipated other than staff costs for consultation
2. upon the request of an aboriginal member of the TPC for traditional language services, determine the necessity for, and feasibility of, providing the services to carry out responsibilities in a traditional language for that member or other person making representation to the TPC	TPC staff, TPC	Utilize policy developed and refer to TPC for decision	on request for service	Not applicable
3. determine the resources available to provide oral and written translation services to the TPC, and the costs to the TPC if any	TPC and staff in consultation with professionals (Aboriginal Languages - YTG, Native Language Center, Etc.)	TPC staff to prepare options for TPC decision	on request for service	Unable to determine at this time, but will require commitment from the parties to the Agreement for funding

ACTION PLANS (92/06/19)

TASK 6:
To effectively communicate the activities and decisions of the TPC (including the annual report)

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. in consultation with FNs and other agencies and governments determine: <ul style="list-style-type: none">- the legal and other requirements for communications;- which activities and decisions require communicating;- how these activities and decisions should be communicated;- to whom these should be communicated; and- when and how often they should be communicated	TPC, staff and FNs and parties to the Agreement	Consultative process monitored by TPC staff	1st month	Staff costs and operational costs for consultation
2. write communications policies and strategies which outline the procedure for regular and unusual communications processes	TPC and staff (TPC sub-committee?) professional assistance on FN communications	Staff and sub-committee? prepare document with assistance for TPC approval	1st 2 months	Staff costs and costs for professional advice on communications strategy (Estimate- \$3 to \$4,000)
3. prepare and distribute the annual report as part of the communications requirement	TPC staff and professionals	TPC staff with contracts for preparation of the annual report (writing, printing etc.)	Annual distribution, however there will be a schedule of activities throughout the year for preparation of the report	Staff costs, production, printing and distribution Estimate 8 to \$10,000
4. provide a budget for the communications strategy	TPC staff (TPC sub-committee?)	TPC staff and TPC sub-committee -finance?	1st 2 to 3 months	Staff costs and TPC time
5. review and revise the communications policy as required	TPC staff for TPC	Staff to revise according to TPC direction and recommendations	As required - annual review?	Staff costs and TPC time

ACTION PLANS (92/06/19)

TASK 1:
To determine what is meant by "consultative arrangements" and "one window approach"

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. clearly define through brainstorming and consensus of the committee what is meant by "consultative arrangements" and "one window approach" (decision-making vs. information/ resource provision)	TPC	Brainstorm ideas and reach consensus as to the definitions	1st month	TPC time
2. consult, within a limited timeframe, with FNs, governments and agencies to determine if the definitions of the TPC are supported by those involved in, or affected by, consultative arrangements and a one window approach	TPC, FNs, parties to the Agreement, agencies with whom the TPC may have contact	Consultative process through document review and meetings to review definitions	1st two months	Staff and consultative costs (document preparation, mailing, telephone, etc.)
3. revise definitions according to input if necessary	TPC and staff	TPC staff and TPC sub-committee? based on consultation information	1st two months	Staff and TPC time
4. record definitions into the policy manual for reference	TPC staff	TPC staff to write definitions. After TPC approval record in policy manual	1st two months	Staff costs
5. revise definitions as needed	TPC and staff	On periodic review and consultation, staff to prepare revisions for TPC approval	As required	Staff costs and TPC time

OBJECTIVE 3:
TO ESTABLISH CONSULTATIVE
ARRANGEMENTS BETWEEN
GOVERNMENT AND FIRST NATIONS

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 2:

To determine why consultative arrangements and a one-window approach are necessary and with whom

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. with reference to the role of the TPC and the workplan, list the governments, agencies and other bodies and individuals that are, or will be, involved in the work of the TPC	TPC and staff	Staff to prepare initial listing of those involved with TPC and submit to TPC for revision	1st month	Staff costs and TPC time
2. determine the level of involvement of the TPC with the various bodies and individuals	TPC and staff	Staff to recommend level of involvement for submission to TPC for revision	1st month	Staff costs and TPC time
3. prioritize the various bodies and individuals by importance to the workplan by determining those bodies and individuals which will provide maximum benefit for accomplishing the workplan of the TPC	TPC and staff	Staff to recommend priority ranking for TPC review and revision	1st month	Staff costs and TPC time

OBJECTIVE 3:
TO ESTABLISH CONSULTATIVE
ARRANGEMENTS BETWEEN
GOVERNMENT AND FIRST NATIONS

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 3:

To determine how consultative arrangements and a one-window approach will be established

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and determine the most efficient means of consulting with the prioritized bodies and individuals within the definitions of consultative arrangements and one-window approach agreed upon	TPC and staff	Consultation with prioritized bodies to determine and agree upon processes for future consultative arrangements Staff will undertake much of the requisite work	1st to 2nd month	Staff costs and TPC time
2. consider the establishment of interim one-window structures, with appropriate membership, to assist the TPC in accomplishing its immediate tasks (technical and consultative)	TPC and staff and professional advice	Staff, with professional advice, will recommend to the TPC, appropriate interim structures	2nd month	Staff costs and professional services (Estimated 2 to \$3,000)
3. determine policy for the interim structures including: <ul style="list-style-type: none">- length of operation;- reporting requirements;- authorities;- membership; and- operations	TPC and staff and professional advice	Using policy making guidelines, staff will prepare, with assistance, policy recommendations for TPC approval	2nd month	Staff costs and TPC time
4. evaluate the interim consultative arrangements and one window approach	TPC and staff with evaluation assistance	Recommend an independent evaluation be undertaken with monitoring by the staff	last 2 months of the first year	Staff costs for monitoring. Estimate for evaluation 5 to \$7,000
5. based on the evaluation of the interim structures and the previous research, determine the most appropriate methods for long-term consultation and provision of one-window services	TPC, staff and professional advice	Staff and TPC to review evaluation and, with assistance, design appropriate long-term structures and processes for ongoing consultation/service	by the end of the first year	Staff and TPC time. Estimate for professional services -3 to \$5,000

OBJECTIVE 4:
TO DEVELOP GUIDELINES FOR EXPENDITURE
FROM THE TRUST AND EXPEND FUNDS IN
ACCORDANCE WITH THE WORKPLAN

TRAINING POLICY COMMITTEE
ACTION PLANS (92/06/19)

TASK 1:
To establish policy and procedure
for expenditure of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research legal trust restrictions applicable to the Trust Fund	TPC staff , legal assistance	Consultation by staff with legal opinion	2nd month	Staff costs and legal advice (Estimate 500 to \$1,000)
2. research and record previously set guidelines on Trust Fund usage as established by leadership, Elder's Council, parties to the Agreement, IPWG, TPC, etc.	TPC staff	Research past documentation and files, consultation with various bodies to confirm intent	2nd month	Staff costs and consultation costs (mail, telephone, etc.)
3. consult FNs with respect to previous experiences with access to funding for the purposes of recommending an appropriate funding process for the Trust Fund	TPC staff	Survey FNs to gather information then analyze in order to provide direction to Trust Fund access process	2nd to 3rd month	Staff costs and consultation costs(mail, telephone, etc.)
4. design access/request format and process	TPC staff or professional services	Based on information gathered, design and field test the format and process. These activities may be contracted out to professional services with monitoring by staff and TPC	2nd to 3rd month	Staff costs or professional services (Estimated 3 to \$5,000)
5. field test format and process	TPC staff or professional services		" "	
6. revise initial format and process	TPC staff or professional services		" "	
7. in consultation with FNs develop, with respect to fund usage; values statements, policy, trust fund distribution criteria and procedures for access	TPC staff or professional services	Based on the information gathered and the field test, staff will prepare a discussion document for TPC discussion and approval	3rd month	Staff costs and TPC time
8. communicate statements on fund usage to all FNs, governments and public (interpretive guide to explain policy and procedures	TPC staff with professional assistance	TPC staff to obtain professional assistance to prepare communications (see communications strategy)	3rd to 4th month	Staff costs, Communications costs (brochure?) and professional assistance (Estimate 2 to \$3,000)

OBJECTIVE 4:
TO DEVELOP GUIDELINES FOR EXPENDITURE
FROM THE TRUST AND EXPEND FUNDS IN
ACCORDANCE WITH THE WORKPLAN

TRAINING POLICY COMMITTEE
ACTION PLANS (92/06/19)

TASK 2:
To determine the amount of funds in the
Trust that are available for expenditure

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze the funds available	TPC staff, accountant/book keeping service	TPC staff to arrange for, in accordance with TPC fiscal policy, for accounting/ financial record management	Arrangements to be made prior to signing of the Trust document,then ongoing	Dependent on the abilities of TPC staff and accounting services costs (Estimate 4 to \$5,000 per year)
2. Catalogue existing funding sources currently being accessed, and potential for access, by FNs and CYI by: - researching all federal, territorial, local and private sources - documenting access methodology - current funding levels - and historical funding responses.	TPC staff or professional services contract	TPC staff to prepare and monitor separate contract for the research and cataloguing of information	1st 3 to 6 months	Staff monitoring time and contract (Estimated cost of 10 to \$15,000)

OBJECTIVE 4:
TO DEVELOP GUIDELINES FOR EXPENDITURE
FROM THE TRUST AND EXPEND FUNDS IN
ACCORDANCE WITH THE WORKPLAN

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 3:
To develop procedures for the
investment of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. determine the legal and other limitations to the investment of the Trust Fund	TPC staff with legal and accounting advice	TPC staff to obtain legal and accounting advice on service contract	3rd month	Staff time and 1 to \$2,000 for advice
2. research appropriate investment strategies (FNs values and standards to be maintained)	contract with investment advisor	TPC and staff to develop criteria for selection of investment advisor	3rd month	Staff time to monitor -Estimated costs for investment advisor -3 to \$5,000
3. select preferred strategies - list benefits and limitations of each	contract with investment advisor	Investment advisor to research and prepare documentation for TPC	3rd to 5th month	see above
4. consult with FNs to select the most preferred strategy	TPC staff	TPC staff to consult with FNs based on information from investment advisor	4th to 5th month	Staff time and consultative costs
5. determine and establish procedures for the investment strategy	TPC staff with advice of legal and accounting services	Based on preferred strategy - staff to work with legal and accounting advisors	5th to 6th month	Staff time and 1 to \$2,000 for advisors time
6. develop procedures for monitoring and reporting on TTF investments	TPC staff with advice of legal and accounting services	Based on preferred strategy - staff to work with legal and accounting advisors	5th to 6th month	See above

OBJECTIVE 4:
TO DEVELOP GUIDELINES FOR EXPENDITURE
FROM THE TRUST AND EXPEND FUNDS IN
ACCORDANCE WITH THE WORKPLAN

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 4:
To establish an appropriate accounting and reporting
mechanism for the expenditure of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. determine the legal and other requirements for reporting on, and accounting of trust expenditures	TPC staff with advice from legal and accounting services	TPC staff, in accordance with policy, to obtain legal and accounting advice	2nd to 3rd month	TPC staff and costs of advisors (Estimate 1 to \$2,000)
2. establish policy with respect to accounting procedures	TPC staff, TPC	TPC staff to prepare policy for TPC approval	3rd month	Staff and TPC time
3. establish accounting practices	TPC staff with advice from legal and accounting services	TPC staff to arrange for advice -then develop practices	3rd month	Staff and TPC time
4. establish policy with respect to reporting expectations	TPC staff and TPC	TPC staff to prepare for TPC approval	3rd month	Staff and TPC time
5. establish reporting format	TPC staff and TPC	TPC staff to prepare for TPC approval	3rd month	Staff and TPC time
6. determine expected reporting timeframes	TPC staff and TPC	TPC staff to recommend to TPC based on information above	3rd month	Staff and TPC time
7. establish approval/rejection criteria and process for FNs and the parties to the Agreement to respond to the TPC's reporting of expenditures	TPC, staff, FNs, parties to the Agreement	TPC and staff to consult with FNs and parties to the Agreement as to the approval and rejection criteria	4th to 5th month	Staff and consultative costs (mail, telephone, documents, etc.)

OBJECTIVE 4:
TO DEVELOP GUIDELINES FOR EXPENDITURE
FROM THE TRUST AND EXPEND FUNDS IN
ACCORDANCE WITH THE WORKPLAN

TRAINING POLICY COMMITTEE
ACTION PLANS (92/06/19)

TASK 5: (page 1 of 2)
To evaluate and respond to requests for fund
expenditures according to approved workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. establish criteria for selection of requests	TPC staff, TPC	Based on guiding principles and policies, TPC staff to recommend criteria to TPC	Est. 10th month (to be done after the training plan is developed)	This task should be able to be completed in large part by the TPC staff, in consultation with FNs.
2. establish critical dates for the receipt by TPC of applications and proposals	TPC staff, TPC	TPC staff to recommend to TPC for approval	10th month	TPC staff will have considerable administrative and evaluative work to do to provide recommendations to the TPC.
3. establish receipt and confirmation of receipt procedures	TPC staff	TPC staff to evaluate other requirements and recommend to TPC for approval	10th month	It is suggested that the TPC staff undergo some training in the evaluation of proposals prior to the end of the 9th month
4. develop policy and procedures	TPC staff, TPC	TPC staff to develop draft policies and procedures for TPC approval	10th month	Some time will be required of TPC in the initial development and approval of criteria, policy and procedures. Once established, TPC will time will be required to make decisions on proposals based on staff recommendations
5. communicate and consult with FNs on the policy and procedures	TPC staff	TPC staff to consult with FNs and obtain critical feedback on appropriateness (revise if required)	10th to 11th month	
6. receive proposals and review for completeness with the proposer	TPC staff	TPC staff to receive and review proposals in accordance with established criteria and policy/procedures	At any time after the policies and procedures are established	
7. evaluate and approve or reject requests based on approved policies, procedures and criteria	TPC staff, TPC	TPC staff to review initially and recommend to TPC for approval or rejection	Upon receipt of proposals	
8. based on the evaluation, develop any recommendations to other training or funding programs	TPC staff,	TPC staff, based on information gathered from training plan development, to provide recommendations to TPC	Upon receipt of proposals	

OBJECTIVE 4:
TO DEVELOP GUIDELINES FOR EXPENDITURE
FROM THE TRUST AND EXPEND FUNDS IN
ACCORDANCE WITH THE WORKPLAN

TRAINING POLICY COMMITTEE
ACTION PLANS (92/06/19)

TASK 5: (page 2 of 2)
To evaluate and respond to requests for fund
expenditures according to approved workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
9. determine the appropriate payment (and payment schedule) to be made from the Trust Fund for approved projects	TPC staff, TPC	Based on guiding principles and policies, TPC staff to recommend to TPC	Upon receipt and approval of proposals	This task should be able to be completed in large part by the TPC staff, in consultation with FNs.
10. communicate with proposer regarding the results of the proposal review	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon approval of proposal	TPC staff will have considerable administrative and evaluative work to do to provide recommendations to the TPC.
11. if successful, communicate with the proposer regarding the reporting and monitoring requirements	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon approval of proposal	Staff will be required to communicate with proposers and in the monitoring of successful projects
12. evaluate all approved projects on a regular basis	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon start of projects and at regularly scheduled times thereafter	It is suggested that the TPC staff undergo some training in the evaluation of projects prior to the end of the 9th month
13. evaluate and revise selection and response procedures on a regular basis in consultation with FNs	TPC staff, TPC	TPC staff to consult with FNs and obtain critical feedback on appropriateness (recommend revisions to TPC for approval)	Annually	Some time will be required of TPC in the initial development and approval of criteria, policy and procedures. Once established, TPC will time will be required to make decisions on proposals and projects based on staff recommendations

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 1:
To determine the skills required
to implement the UFA

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the UFA document and identify all possible skill requirements for implementation	TPC staff, professional services or Working Group	TPC staff to work with contracting team or working group to review, analyze and cross-reference skill requirements	2nd to 3rd month	Staff time, Professional services (Estimated 2 to \$2,500)
2. review UFA implementation plans and identify all possible skill requirements	TPC staff, professional services or Working Group	TPC staff to work with contracting team or working group to review, analyze and cross-reference skill requirements	3rd month	Included in above
3. review any FN Agreements and implementation plans and note the skill requirements as identified by the FN	TPC staff, professional services or Working Group	Establish linkage with FN planning, consult with FNs, review for consistencies and indicated priorities	3rd month	Staff, FN personnel, consultants reports (1-3 weeks)
4. identify any gaps or overlaps between 1, 2, and 3 above	TPC staff, professional services or Working Group	Review for differences/similarities. Establish generic linkages	3rd month	Staff time, professional services (Estimated at 3 to \$5,000) dependent on information
5. review findings of analysis with FNs and parties to the Agreement	TPC staff, TPC	TPC staff to conduct reviews through brainstorming and consensus building	3rd month	Staff time (2-3 days)
6. analyze the skill requirements to determine generic and specific skill areas	TPC staff, professional services or Working Group	review and list specific skill areas. Look for linkages and patterns. Establish generic areas	3rd month	Staff time, Professional services (Estimate 2 to \$3,000)

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 2:
To determine the current skills
existing among FNs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the identified skill areas required for the implementation of the UFA	TPC staff, professional services or Working Group	Review UFA and collate implications	2nd to 3rd month	Staff time and professional services (Estimated \$1500)
2. review and analyze current skill assessment data related to FNs that is available	TPC staff, professional services or Working Group	review material available, focus on Yukon and FN specific	2nd to 3rd month	Staff time and professional services (Estimated \$2,000)
3. review existing data collection devices for cultural and Yukon relevancy	TPC staff, professional services or Working Group	contact data collection services/agencies- request and review models and data collection devices	2nd to 3rd month	Staff time and professional services (Estimated \$1000)
4. choose, or design, if necessary, an appropriate skill identification device	TPC staff, professional services or Working Group	analyze tool for appropriateness- develop new tool - field test	3rd month	Staff time and professional services (Estimated 4 to \$6000)
5. based on the selected device and methodology, determine the most appropriate resource to conduct the assessment (employee, FNs, etc.)	TPC staff	research various methodologies - Choose FN preferred method through consultation -Train and test surveyors	3rd to 4th month	Staff time and professional services (Estimated 2 to \$3000)
6. conduct the assessment and analyze the data	TPC staff, professional services or ??	conduct survey in collaboration with FNs	4th to 8th month	Will depend on number of FNs surveys (4 to \$5,000 per FN and will be dependent on information needed)
7. provide an analysis of existing skill levels, interests, aptitudes currently available among FNs and review this analysis with FNs and the parties to the Agreement	TPC staff, professional services or Working Group, FNs, parties to the Agreement	collect and verify data, analyze, provide data grouping and recommendations. Review with FNs	at 7th or 8th month	Staff time and professional services (Estimated \$2500)

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 3:
To determine the gap between required skills and available skills to identify training needs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. conduct an analysis of the differences between what skills exist and what skills are required for UFA implementation	TPC staff, professional services	Review available information based on skills assessment and UFA review. Analyze on program basis -by skill level. Identify gaps (analysis)	8th month	Staff time and professional services (Estimated \$2,000)
2. review with FNs the skills analysis and then review individual FN skill development needs	TPC staff (professional services?)	Review gap analysis. Review known info. for changes. Review TPC and FN expectations in light of this process. FN to provide categorization of needs for skills versus accreditation	8th month	Staff time, FN time, Professional services (Estimated \$2,000)
3. categorize the skill shortages and identify skill requirement areas with reference to the UFA	TPC staff, professional services, FNs	Use review documentation and priorities set by FNs. Select standard skills categorization tool. Categorize based on FN guidelines	8th month	Staff time and professional services (Estimated \$2,000)
4. individualize the training needs in FN communities and develop a FN HRD plan	TPC staff, professional services, FNs and FNs staff	Using FN categorization, review and assist in the adjustment of FN training plans to become individualized but consistent with respect to terminology and tools for ease of further analysis	8th month (one month per FN)	Staff time and professional services if not available on staff (Estimate 3 to \$4,000 per FN)
5. prioritize training needs with the FN	TPC staff, professional services, FNs	Consult with FN to explain process/results. Cross reference FN plans. Have FN state priorities	8th month (one week per FN)	Staff time, FN time, Professional services (Estimated \$1,500 per FN)

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 4:
To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the TPC guiding principles, determine the nature and extent of information required to evaluate existing programs	TPC staff, Professional services or Working Group	Review principles, design information requirement guidelines	5th month	TPC staff and professional assistance (Estimated \$1,500)
2. develop a training program evaluation tool	TPC staff, Professional services or Working Group	Review existing evaluation tools re: principles and info requirements. Design northern and FN specific tool	5th month	TPC staff and professional assistance (Estimated \$1,500)
3. solicit and obtain information on existing programs	TPC staff, Professional services or Working Group	Determine where information will be obtained from. Design and distribute questionnaire, Consolidate information. Design analysis format.	5th month	Dependent on response (2 weeks to 2 months)
4. evaluate the ability of the existing training programs to meet the training needs identified for implementation	TPC staff, Professional services or Working Group	Design evaluation tool. Evaluate and record findings	5th to 6th month	TPC staff and professional assistance (Estimated \$1,500)
5. recommend modifications or alternative programs	TPC staff, Professional services or Working Group	Indicate programs shortfalls to agencies. Design method of approach. Record and recommend to TPC and FNs	5th to 6th month	Staff time - Estimate one month
6. facilitate, as required, the negotiation of modifications to programs for FNs, including costs, timelines, delivery mechanism, curriculum revision, instructor qualifications, etc.	TPC staff, Professional services or Working Group	Present program requirements, review of existing programs and needs of FNs. Negotiate change, timing, facilitation and costing	6th month	Dependent on number of programs requiring changes, the extent of the required changes and the willingness and ability of the program or service provider to make modifications

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 5:
To develop a resource inventory
of suitable programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and inventory existing suitable programs as to: - cost - availability - program parameters, etc.	TPC staff, professional services	Cross reference between what is available and what is and /or could be suitable. Pay particular attention to personnel instructing or managing programs	5th month	Staff and professional services (Estimated 2 to \$3,000)
2. cross reference the inventory with the training needs identified to determine the limitations of existing programs	TPC staff, professional services	Cross reference suitable programs with identified skill areas - noting any gaps in availability (and why)	5th month	2 to 3 days per FN (Estimate \$1,000 per FN)
3. determine and prioritize programs required to meet training needs	TPC staff, professional services , TPC	Based on FN priorities record programs for access by need and availability	5th month	Staff and professional services (Estimated \$500)
4. develop a strategy to provide required and suitable programs to meet the training needs	TPC staff, professional services	Record and analyze programs which cannot be addressed by current institutions. Research alternatives. Develop plan to acquire suitable programs	5th to 6th month	Staff time and professional service for design and analysis (2 to 6 month dependent on the extent of the model requirements)
5. communicate with FNs, the parties to the Agreement and the agencies responsible for providing appropriate training programs	TPC staff, TPC, FNs	Communicate findings. Present alternatives. Receive direction on preferred approach. Reach consensus	6th month	Staff time (Time will depend on the amount of feedback required)
6. make further recommendations on programs and modifications required based on FN feedback	TPC staff, professional services	Define additional changes required to meet FN needs. Design change and negotiation approach. Design alternative system for provision of service if required	6th to 7th month and ongoing review	Dependent on the extent of modifications required

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 6:
To prepare the Training Plan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. obtain FNs training plans as source documents	TPC staff, TPC, FNs, FN staff	Receive permission from FN to review FN training plans. Review for similarities and differences in training needs	9th to 10th month	Staff time
2. analyze FNs training plans to determine generic and specific training plan components	TPC staff, TPC, FNs, FN staff, professional services	Analyze information and formulate specific lists. Consult with FNs to determine generic components	9th to 10th month	Staff time and professional assistance (Estimated - 3 to \$4,000)
3. assist FNs in the development and revision of their individual training plans for UFA and FNFA implementation	TPC staff, TPC, FNs, FN staff, professional services	Review with FNs the skills inventory, course/program research and compare to the prepared plans. Revise, if permitted, with FN. Priorize training needs based on FN timetable and consensus	2 to 4 months per FN. Dependent on existing training plans	Staff time and/or professional assistance (costs will vary depending on existing training plans)
4. consult with FNs to achieve consensus on the UFA implementation training plan requirements	TPC staff, TPC, FNs	Group FN plans and priorities. Present similarities and differences to FNs. Achieve consensus on training priorities	9th to 10th month	1 to 2 day meeting of FN, Staff and TPC (Costs as per CYI guidelines for travel)
5. prepare UFA training plan and distribute to parties to the Agreement, FNs, IPWG, etc.	TPC staff, TPC, FNs, FN staff, professional services	document results of consultative process. Determine budget requirements. Document preferred presentation, facilitation methodology	9th to 10th month	Staff and professional services (Estimated - 3 to \$4,000)

TASK 7:
To determine the requirements for
funding of training plan requirements

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. prepare a costing analysis of the training plan by individual program and by delivery mechanism	TPC staff, TPC (possibly professional services)	Review and analyze training programs and estimate costing in consultation with agencies and service providers. Cross reference for existing programs. Note costs for various delivery methods	9th to 10th month	Staff time and professional services (Estimated - 3 to \$4,000)
2. review for cost effectiveness/efficiency measures which may be possible	TPC staff, TPC, FNs	Create cost analysis and evaluation format. Apply the format to develop an effectiveness guidelines. Analyze data and brainstorm any delivery alternatives to increase efficiencies and effectiveness	9th to 10th month	Staff time and professional services (Estimated - 3 to \$4,000)

TASK 8:
To analyze existing funding programs as to their
ability to meet required training costs and
recommend modifications or seek other funding

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the guiding principles of the TPC, determine information required to evaluate existing funding programs	TPC staff, TPC, FNs	Review guiding principles, training plans with respect to funding required/access requirements/ timing / accreditation etc.	9th month	Staff, FNs time
2. design the data collection and evaluation instruments	TPC staff and professional services	Review data collection models. Select or modify model(and field test) as required by unique needs of the training plan	9th month	Staff time and professional service (Estimate 2 to \$3,000)
3. request and obtain information on existing funding programs	TPC staff, funding agencies	Request information from funders on specific programs. Follow-up as required	9th to 10th month	Dependent on response (1 to 2 months)
4. evaluate ability of existing funding programs to meet training plan funding requirements	TPC staff and professional services	Review data as collected. Summarize findings. Review with FNs as to their past experiences. Note access needs	9th to 10th month	Staff time and professional service (Estimate 2 to \$3,000)
5. recommend modifications to existing funding programs or seek alternate funding	TPC staff, TPC	Recommend modifications based on findings and FN advice (personal and functional)	10th month	Staff time (will be dependent on response 3 to 4 weeks) FNs time for consultations
6. facilitate, when necessary, the negotiation of modifications to funding programs which may be required	TPC, Staff and FNs, funding agencies	Meet as required to present findings, recommend modifications and negotiate change	10th month	Staff and TPC, FN time (will depend on agencies and program under discussion)

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE
ACTION PLANS (92/06/19)

TASK 9:
To develop an inventory of
suitable funding programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and inventory suitable funding programs including information on: - availability of funds - access methodology - proposal evaluation criteria, etc.	TPC staff, FN input and professional service	Research available funding sources. Review training needs against established proposal criteria. Develop an inventory for use by FNs	10th to 11th month	Staff, FNs time and professional services (Estimated - \$2,000)
2. analyze and develop a listing of training programs requiring funding for which existing or modified funding programs will not be able to address	TPC staff and FNs	FNs and TPC staff to review existing training plans and link wherever possible to those criteria from funding sources	10th to 11th month	Staff, FNs time and professional services (Estimated - \$4,000)
3. research alternate funding sources and methodologies (private foundations, experimental projects, etc.)	TPC staff, FN input and professional service	obtain various funding source listings and contact for suitability. Develop an alternate funding source list	10th to 11th month	Staff, FNs time and professional services (Estimated - \$4,000)
4. communicate this information to individual FNs and agencies which have the mandate or responsibility to provide funding for the training plan	TPC staff, FNs, TPC and agencies responsible	Document and release as required	as required	As required to provide document and update

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE
ACTION PLANS (92/06/19)

TASK 10:
To compare the inventories of suitable
programs to suitable funding sources

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. compare the prepared inventory of suitable training programs with the inventory of suitable funding programs	TPC staff and FNs	Review the prepared inventories. Compare the inventories for obvious and less obvious "fits"	11th month	Staff time and FNs (dependent on FN participation)
2. provide recommendations as to the "best fit" between the training programs and funding sources in order to maximize the effectiveness and efficiency of the funding available	TPC staff and FNs	Obtain best information for possible connections between funds and programs in training plans. Develop report and recommendations	11th month	Staff time for report and recommendations development
3. provide this information to FNs	TPC staff, FNs	Provide report to FNs	11th month and as requested	Staff time (minimal)

OBJECTIVE 5:
DEVELOP A TRAINING PLAN FOR THE
IMPLEMENTATION OF THE UFA

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 11:
To monitor the UFA implementation process to identify any modifications to the training plan that may be required

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. monitor all FN UFA implementation training which may or may not have been reviewed by the TPC	TPC staff, FNs and occasional review by professional services	Communicate regularly with FNs as to training that is being undertaken or planned. Develop format and process for information gathering. Receive FNs approval for data gathering	Ongoing from day one	Staff time and professional services (evaluator, or skills on staff?)
2. review, with FNs, the training plans and identify any implementation activities that may not have been identified previous to implementation	TPC staff, FNs	Periodic reviews and joint TPC FN meeting to share information. Rely on FNs to identify emerging needs	Ongoing from day one	Staff and FN time for information sharing (Dependent on format for exchange of information)
3. provide for regular review and, if necessary, any modification to the training plan	TPC, TPC staff and FNs	Develop and implement a review policy and process with FNs	Ongoing from day one	Staff and TPC time, FNs
4. monitor funding sources for new funding programs or changes to funding programs which may affect implementation training	TPC staff and FNs	Provide monitoring service on funding and programs for FNs (eg. Subsidies manual, Treasury Board reports, mailing lists, contacts, memberships, Etc.	Ongoing from day one	Staff time - ongoing activity (minimal)
5. communicate the information on any changes to training needs and funding programs to FN's, funding agencies, deliverers of programs, parties to the Agreement, etc.	TPC staff, FNs, etc.	Use communications process as required for information provision to and from FNs	Ongoing from day one as required	Staff, TPC and FN time

OBJECTIVE 6:
TO ESTABLISH TRAINING PROGRAMS IN
ACCORDANCE WITH THE WORKPLAN
AND TRAINING PLAN

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

TASK 1:
To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze the proposed programs and funding to determine which programs or funding can be negotiated as a responsibility or partial responsibility of agencies other than the TPC	TPC staff, TPC	TPC staff to provide analysis to TPC based on training plan, available funding and delivery agency mandates	Approximately the 9th month (to be done after training plan developed and approved)	Staff time
2. carry out the necessary negotiations for programs to be established as a responsibility or partial responsibility of agencies other than the TPC	TPC, parties to the Agreement	TPC to establish meeting with parties to the Agreement based on analysis	9th to 10th month	Staff and TPC time
3. in selected programs provided through other agencies ascertain the feasibility of increasing the input and control by FNs	TPC, parties to the Agreement	TPC to determine in negotiations with parties to the Agreement	10th to 11th month	Staff and TPC time
4. research alternative methods of program delivery	TPC staff, professional services	TPC staff to obtain services to undertake research study	9th to 10th month	Staff time and professional service (Estimate - 3 to \$4,000)
5. analyze programs through other agencies to determine which need modification to implement the training plan within FN objectives and principles	TPC staff, professional services	TPC staff to obtain services to analyze and recommend modifications	end of 1st 12 months	Staff time and professional service (Estimate - 3 to \$4,000)
6. propose and establish modifications to programs prior to establishing new programs through other agencies	TPC staff, TPC, Agencies	TPC staff to provide recommendations to TPC. Negotiate with agencies for modifications	end of 1st 12 months	Staff and TPC time
7. monitor and evaluate regularly all training programs established through agencies other than the TPC	TPC staff, TPC	TPC staff to monitor and evaluate programs and provide recommendations to TPC for decisions	ongoing after 1st year	Staff and TPC time (Recommend training for TPC staff on evaluation and monitoring take place prior to completion of the Training Plan)

OBJECTIVE 6:
TO ESTABLISH TRAINING PROGRAMS IN
ACCORDANCE WITH THE WORKPLAN
AND TRAINING PLAN

TRAINING POLICY COMMITTEE
ACTION PLANS (92/06/19)

TASK 2:
To determine the responsibility of the TPC
for establishing training programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. considering the interim and future roles of the TPC, and the prioritized training plan requirements, determine and prioritize the programs which are required, but are not available through agencies other than the TPC	TPC staff	TPC staff, based on an analysis of the training plan to provide recommendations and information to TPC for decisions	Approximately the 9th month (to be done after the preparation of the approved Training Plan)	Staff time
2. determine the amount of funding available for establishing training programs through the TPC, taking into account: - the guidelines for expenditure of funds, - the annual budget, and - tasks in the workplan	TPC staff, TPC	TPC staff to provide analysis and recommendations to TPC	9th to 10th month	Staff and TPC time
3. determine the feasibility of the TPC to establish training programs	TPC staff, TPC	TPC staff to provide recommendations to TPC for decisions	near the end of the 1st 12 months	Staff and TPC time
4. establish training programs initially as pilot projects	TPC staff, TPC, FNs	TPC staff to work with FNs in the development and establishment of pilot projects	After 1st year	Dependent on project and funds available - Trust funds to be used if required
5. monitor and evaluate regularly all training programs established through the TPC	TPC staff, TPC	TPC staff with FNs to provide monitoring and evaluation information to TPC	Ongoing after the 1st year	Staff time - Training for monitoring and evaluation for staff and FNs to be provided

OBJECTIVE 6:
TO ESTABLISH TRAINING PROGRAMS IN
ACCORDANCE WITH THE WORKPLAN
AND TRAINING PLAN

TRAINING POLICY COMMITTEE
ACTION PLANS (92/06/19)

TASK 3:
To seek and provide funding for training
programs through the TPC and other agencies

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. catalogue and assess the availability of funding on an ongoing basis and the availability of funding on an irregular short-term basis from the TPC and other agencies for all training programs, based on: - the guidelines for expenditures, - the data concerning available funding, and - the training requirements	TPC staff, professional services	TPC staff to arrange for contract for professional services to catalogue and assess based on principles and policies of TPC and the requirements of the Training Plan	Approximately the 11th or 12th month (must be done after the approval of the Training Plan)	Staff time and professional services (Estimate 3 to \$5,000)
2. as part of the annual budget deliberations in the year previous to the budget year, negotiate funding with other agencies through the established consultative arrangements, and determine funding available for programs through the TPC	TPC staff, TPC, agencies, parties to the Agreement	TPC to prepare for TPC to negotiate with other agencies and parties to the Agreement	After the 1st year	Staff and TPC time for negotiations
3. determine and write policy and guidelines for providing funding to programs through other agencies or through the TPC	TPC staff, TPC	TPC staff to prepare draft policies for TPC revision and adoption	After the 1st year	Staff and TPC time
4. review and revise funding guidelines as needed	TPC staff, TPC, FNs	TPC staff, in consultation with FNs and based on information gathered from negotiations , to provide recommendations to TPC	Ongoing after the 1st year	Staff time and training required in monitoring and evaluation (include FNs)

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ANNEX F

Part 1

YUKON RIVER DRAINAGE BASIN SALMON HARVEST STUDY

Purpose

The purpose of the Yukon River Drainage Basin Salmon Harvest Study is set out in UFA chapter 16, Schedule A, 3.2.

Terms of Reference

As soon as practicable after the effective date of Settlement Legislation, the Council for Yukon Indians and the Minister of Fisheries and Oceans each shall designate a representative(s) to negotiate the terms of reference for the Harvest Study. The terms of reference shall include the matters set out in UFA chapter 16, Schedule A, 3.2.

The Council for Yukon Indians and the Minister shall negotiate the terms of reference within the time identified in UFA chapter 16, Schedule A, 3.5.

Appointment of a Contractor

The Council for Yukon Indians and the Minister will jointly appoint a contractor pursuant to UFA chapter 16, Schedule A, 3.7. Failing agreement, either party may refer the matter of the appointment to arbitration under UFA 26.7.

Conduct of Harvest Study

The contractor appointed pursuant to UFA chapter 16, Schedule A, 3.7 and 3.8 shall carry out the study in accordance with the terms of reference.

Budget

Canada will make available a sum of up to \$1,500,000 dollars (1992 \$) to complete the Harvest Study. The budget for the study will be based on the terms of reference and with consideration to UFA chapter 16, Schedule A, 3.4. The budget may include expenses for technical and professional personnel, equipment and supplies, and administration.

**Determination of Basic Needs Allocations
After Completion of Study**

After the completion of the Harvest Study, Basic Needs Allocations shall be set for each affected Yukon First Nation at the level calculated pursuant to UFA chapter 16, Schedule A, 3.9.1 or by negotiation pursuant to UFA chapter 16, Schedule A, 3.9.2. through 3.9.4.

**Determination of Basic Needs Allocations
Prior to Completion of Study**

Prior to the completion of the second year of the Harvest Study and upon request by a Yukon First Nation, the Minister and the Yukon First Nation may negotiate a Basic Needs Allocation in accordance with UFA 16.10.3. Thereafter the Harvest Study shall no longer include that Yukon First Nation.

ANNEX F

Part 2

YUKON FIRST NATION FINANCIAL INSTITUTION VIABILITY STUDY

**Terms of Reference
for
Examination of Viability
and
Determination of Supportive Measures**

Requirement

UFA 22.8.1 requires the Parties to examine the viability of a Yukon First Nation controlled trust company within two years of the enactment of Settlement Legislation.

UFA 22.8.2 requires Canada and Yukon to take such measures as may be necessary and are reasonable to enable Yukon First Nations to establish such an institution, if the concept appears viable.

Scope

The concept to be examined should be "a Yukon First Nation controlled financial institution", as reflected in the title given by the Parties to UFA 22.8.0. The examination thus would refer to a trust company, as well as any other form of financial institution which may be appropriate.

As soon as practicable after the effective date of Settlement Legislation, CYI, Yukon and Canada shall each designate a representative to determine procedures and methodology. The representatives of Canada and Yukon shall be senior representatives with relevant experience.

The matters described in UFA 22.8.0 should be approached in the spirit of enabling Yukon First Nations to proceed with a financial institution in a manner which provides a reasonable prospect of success. Responsibility for assessing the viability of the enterprise should reflect the balance of risk that would be taken in the initiative.

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Design

The Parties' representatives shall consider a study design as follows:

Phase 1:

- (a) consideration of the results of existing studies, including:
 - "Yukon Trust Company", a study submitted to the Yukon Development Corporation by Peat Marwick in September 1990; and
 - "National Native Economic Institutions", a study prepared for the DIA Native Economic Development Advisory Board by Wm. Barrett & Associates in 1984;
- (b) consideration of existing models for First Nation financial institutions, including the Peace Hills Trust Company and current initiatives in the Northwest Territories, Ontario and British Columbia;
- (c) consideration of the experience and market conditions of the financial services industry, with particular reference to the experience of regional institutions in Yukon and western Canada;
- (d) identification of Yukon First Nation objectives and requirement for a YFN-controlled financial institution and selection of the preferred form of institution; and
- (e) presentation to Government and Yukon First Nations of the results of Phase 1.

Phase 2:

- (a) the detailed design of the preferred form of financial institution, including:
 - the corporate organization required;
 - the scope of business, including the financial services to be provided;
 - marketing requirements;
 - joint venture alternatives;
 - identification of the financial, regulatory and policy conditions and supportive measures required for successful operation;

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- (b) recommendation and discussion with First Nations with respect to adoption of the detailed design; and
- (c) presentation to Government of the results of Phase 2.

Phase 3:

- (a) identification and negotiation among the Parties, as appropriate, of such measures as may be necessary and as are reasonable and which Government shall take pursuant to UFA 22.8.2; and
- (b) pre-incorporation activities to establish the institution, including corporate organization and training, the conclusion of any joint venture arrangements which may be appropriate, and the development of marketing activities.

Conduct

The representatives of Canada and Yukon shall work co-operatively with CYI by providing relevant information and technical support as may be required, and by providing input with respect to the viability of the institution and the supportive measures which Government may take.

The work should proceed so as to enable Phase 3 to be undertaken in the second year after the effective date of Settlement Legislation.

Funding

The financial requirements of this Annex shall be addressed by the Parties from existing resources and financial assistance programs and such other sources as to which the Parties may agree.

It is expected that support for pre-incorporation activities may be provided through such Government programs as may be available, with such modification or supplement as may be required to give effect to UFA 22.8.2.

ANNEX G

ARRANGEMENTS TO IDENTIFY THE IMPACT OF SETTLEMENT

AGREEMENTS ON GOVERNMENT REGULATORY REGIMES (UFA 28.3.3.4)

"Government Regulatory Regime" means any system or structure which is established by Government to control, direct, regulate, restrict or prohibit activity and includes any rules regulations, orders or bylaws made by Government under the authority of any Act of the Yukon Legislative Assembly or Parliament, and any Government regulatory tribunals.

As soon as practicable, the Governments of Canada and the Yukon ("Governments") shall review Government Regulatory Regimes ("Regimes") that may be inconsistent with the provisions of Settlement Agreements. The Governments shall identify the Regimes and propose changes to make them consistent with the Umbrella Final Agreement.

The Governments shall provide Yukon First Nations with an outline of the Regimes that are affected by Settlement Agreements and shall provide details with respect to the proposed changes. Yukon First Nations may provide comments to the Governments with respect to the proposed changes and with any additional comments with respect to Regimes that may not have been identified by the Governments. The nature of the consultation with the Yukon First Nations will vary depending on the extent and complexity of the amendments required. The Parties may agree to establish specific arrangements to ensure an effective process of consultation.

The Governments shall consider the comments received from the Yukon First Nations, and shall complete the process of making changes to the identified Regimes within a reasonable period of time, which may vary depending on the nature and extent of the modifications required. The Governments shall notify Yukon First Nations of changes to the Regimes once they have been made.

With respect to ensuring that the paramountcy of the Umbrella Final Agreement is respected, the Governments shall endeavour to ensure that their personnel are aware of any inconsistencies between the Umbrella Final Agreement provisions and existing Regimes.

ANNEX H

RESOURCES AND MEANS FOR SALMON ENHANCEMENT

IN YUKON

Pursuant to UFA 28.3.3.6, the Salmon Sub-Committee may make recommendations to the Minister of Fisheries and Oceans and to Yukon First Nations on resources and means for Salmon enhancement in the Yukon.

In determining its recommendations, it is recommended that the Sub-Committee:

- (a) invite and give full consideration to the recommendations of Renewable Resources Councils;
- (b) identify needs, opportunities and priorities for enhancement measures, including measures for habitat restoration, to be undertaken;
- (c) consider existing enhancement measures and programs in Yukon, as well as measures and programs proposed or being undertaken elsewhere in the Pacific Region;
- (d) consider the social, economic and environmental costs and benefits of particular enhancement measures;
- (e) address the need to monitor and assess the viability of the measures it may wish to recommend;
- (f) consider and address the acceptability to affected Renewable Resources Councils and Yukon First Nations of the measures it may wish to recommend;
- (g) consider and address the need to ensure that the benefits of Salmon enhancement are protected, including appropriate enforcement activities;

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- (h) consider the technical support which may be provided by the Department of Fisheries and Oceans at the community level for the identification, planning and implementation of enhancement measures;
- (i) consider both traditional and scientific knowledge and techniques of enhancement;
- (j) consider the training and economic opportunities which may arise from the undertaking of enhancement measures;
- (k) consider and address sources and means of financial support for the measures it may wish to recommend;
- (l) review and consider such information as may be available concerning stock assessments and habitat conditions, and the need for co-ordination of enhancement undertakings with Salmon management plans and initiatives; and
- (m) recommend to Renewable Resources Councils and Yukon First Nations measures suitable for implementation at the community or regional level.

It is acknowledged that the Department of Fisheries and Oceans' resources and means for Salmon enhancement in the Yukon will be constrained within the budgets which exist from time to time. It is expected that the Sub-Committee, Renewable Resources Councils, Yukon First Nations and the Department of Fisheries and Oceans will work co-operatively to identify and secure increased levels of financial support for Salmon enhancement. It also is recognized that the need, interest and financial support for Salmon enhancement measures in Yukon may increase with the favourable conclusion of a Yukon River agreement in the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.

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SCHEDULE I

FINANCIAL PAYMENTS

(PARTS 1-6)

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SCHEDULE 1

PART I (1992\$) GOVERNMENT OF CANADA FUNDING TO INSTITUTIONS

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Surface Rights Board	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944
Yukon Land Use Planning Council	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519
Dispute Resolution Board	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604
Salmon Sub Committee	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354

PART 2 (1992\$) GOVERNMENT OF CANADA FUNDING FOR PROJECTS

<p>The Government of Canada agrees to provide up to \$7,428,000 for Regional Land Use Planning.</p> <p>The Government of Canada agrees to provide up to \$1,500,000 for the Yukon River Drainage Basin Salmon Harvest Study.</p>
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UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

SCHEDULE 1

PART 3 (1992\$) GOVERNMENT OF YUKON FUNDING TO INSTITUTIONS

[illegible][illegible]

PART 4 (1992\$) GOVERNMENT OF CANADA FUNDING TO CYI

[illegible]

SCHEDULE 1

Part 5 - Fiscal Year Adjustment Factor

A. Adjustment to Fiscal Year

Annual amounts shall be normalized to the appropriate fiscal year as follows:

The first fiscal year amount is determined by multiplying the annual amount for Year 1 by "P". In subsequent years the fiscal payment is determined by multiplying the annual amount for the appropriate year by "P" and adding to this the product obtained by multiplying the previous year's annual amount by (1-P).

where

P = The number of days remaining in the fiscal year on the date Settlement Legislation comes into force divided by 365 days.

<u>Year</u>	<u>Fiscal year amount</u>
1	Year 1 amount x P = _____
2	Year 2 amount x P + Year 1 amount x (1-P) = _____
3	Year 3 amount x P + Year 2 amount x (1-P) = _____
4	Year 4 amount x P + Year 3 amount x (1-P) = _____
5	Year 5 amount x P + Year 4 amount x (1-P) = _____
6	Year 6 amount x P + Year 5 amount x (1-P) = _____
7	Year 7 amount x P + Year 6 amount x (1-P) = _____
8	Year 8 amount x P + Year 7 amount x (1-P) = _____
9	Year 9 amount x P + Year 8 amount x (1-P) = _____
10	Year 10 amount x P + Year 9 amount x (1-P) = _____

SCHEDULE 1

PART 6 - Annual Adjustment

- 1.0 The Annual Adjustment (Annual Price Escalator) for a fiscal year is equal to the sum of 1.0 plus the Three-Year Moving Average Rate of Change of Price as measured by the Federal Domestic Demand Implicit Price Index (FDDIPI) for that fiscal year.
- 2.0 **Three Year Moving-Average Rate of Change of Price**
- The Three Year Moving-Average Rate of Change of Price for a fiscal year is equal to
- (i) the sum of the annual rates of change of price for each of the three immediately preceding calendar year divided by
 - (ii) 3.0
- where the most recent of the three immediately preceding calendar year is the calendar year ending December 31 in the immediately preceding fiscal year.
- 3.0 **Annual Rate of Change of Price**
- The Annual Rate of Change of price for a calendar year is equal to
- (i) Latest Official Estimate of the Price Index in that calendar year less the Latest Official Estimate of the Price Index in the immediately preceding calendar year, divided by
 - (ii) Latest Official Estimate of the Price Index in the immediately preceding fiscal year.
- 4.0 Latest Official Estimates of the Price Indexes shall be measured on December 31 in the year preceding the effective date of the Plan.

SCHEDULE 2

FINANCIAL PAYMENTS

(PARTS 1-3)

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

SCHEDULE 2

PART 1 (1992\$) GOVERNMENT OF CANADA FUNDING FOR SPECIFIC PURPOSES

[illegible]

* Illustrative only - Actual calculations to be made once settlement legislation has been proclaimed.

PART 2 (1992\$) GOVERNMENT OF YUKON FUNDING FOR SPECIFIC PURPOSES

[illegible]

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

SCHEDULE 2

PART 3 (1992\$) GOVERNMENT OF CANADA FUNDING TO CYI

[illegible]