

SPECIFIC PROVISIONS

- CHAMPAGNE / AISATHIK
- LITTLE SALMON / CARMACKS
- NACHO NYAIC DUN
- SELKIRIK
- TA'AN KWACH'AN
- TESLIN TLINGIT
- TRONDEK HWĒCH'IN
- VUN TUT GWĪCHIN

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CHAPTER 1 - DEFINITIONS**Specific Provision**

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

- (a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by the Champagne and Aishihik First Nations or Champagne and Aishihik People;
- (b) a co-operative controlled by the Champagne and Aishihik First Nations or Champagne and Aishihik People;
- (c) a sole proprietorship operated by a Champagne and Aishihik Person;
- (d) a partnership in which at least 50 percent of the partners are the Champagne and Aishihik First Nations or Champagne and Aishihik People; or
- (e) any other legal entity more than 50 percent owned or controlled by the Champagne and Aishihik First Nations or Champagne and Aishihik People.

**Specific Provision Cont'd**

"Champagne and Aishihik First Nations Constitution" has the same meaning as "Constitution" in the self-government agreement for the Champagne and Aishihik First Nations.

"Champagne and Aishihik People" means more than one Champagne and Aishihik Person.

"Champagne and Aishihik Person" means a person enrolled under this Agreement in accordance with the criteria established in Chapter 3 - Eligibility and Enrollment.

"Chief and Council" has the same meaning as in the Champagne and Aishihik First Nations Constitution.

CHAPTER 1 - DEFINITIONS

**Specific Provision**

"Assembly" has the same meaning as in the Little Salmon/Carmacks First Nation Constitution.

**Specific Provision**

"Chief" has the same meaning as in the Little Salmon/Carmacks First Nation Constitution.

**Specific Provision**

"Council of the Little Salmon/Carmacks First Nation" has the same meaning as in the Little Salmon/Carmacks First Nation Constitution.



**Specific Provision**

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

- (a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Little Salmon/Carmacks People or the Little Salmon/Carmacks First Nation;
- (b) a co-operative controlled by Little Salmon/Carmacks People or the Little Salmon/Carmacks First Nation;
- (c) a sole proprietorship operated by a person enrolled under this Agreement in accordance with the criteria established in Chapter 3 - Eligibility and Enrollment;
- (d) a partnership in which at least 50 percent of the partners are Little Salmon/Carmacks People or the Little Salmon/Carmacks First Nation; or
- (e) any other legal entity more than 50 percent owned or controlled by the Little Salmon/Carmacks First Nation or Little Salmon/Carmacks People.

"Little Salmon/Carmacks First Nation Constitution" has the same meaning as "Constitution" in the Little Salmon/Carmacks First Nation self-government agreement.

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

CHAPTER 1 - DEFINITIONS

**Specific Provision**

"Assembly" has the same meaning as in the First Nation of Nacho Nyak Dun Constitution.

**Specific Provision**

"Chief" has the same meaning as in the First Nation of Nacho Nyak Dun Constitution.

**Specific Provision**

"First Nation Council of Nacho Nyak Dun" has the same meaning as "First Nation Council" in the First Nation of Nacho Nyak Dun Constitution.

"First Nation of Nacho Nyak Dun Constitution" has the same meaning as "Constitution" in the First Nation of Nacho Nyak Dun self-government agreement.

**Specific Provision**

"Gwich'in Transboundary Agreement" means Appendix C to the Gwich'in Final Agreement.

"Gwich'in Tribal Council" has the same meaning as in the Gwich'in Transboundary Agreement.

**Specific Provision**

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

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

- (a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Nacho Nyak Dun or the First Nation of Nacho Nyak Dun;
- (b) a co-operative controlled by Nacho Nyak Dun or the First Nation of Nacho Nyak Dun;
- (c) a sole proprietorship operated by Nacho Nyak Dun;
- (d) a partnership in which at least 50 percent of the partners are Nacho Nyak Dun or the First Nation of Nacho Nyak Dun; or
- (e) any other legal entity more than 50 percent owned or controlled by the First Nation of Nacho Nyak Dun or Nacho Nyak Dun.

**Specific Provision**

"Peel River Watershed" means the lands and waters of the drainage basin of the Peel River and its tributaries.

**Specific Provision**

"Primary Use Area" has the same meaning as in the Gwich'in Transboundary Agreement.

**Specific Provision**

"Secondary Use Area" has the same meaning as in the Gwich'in Transboundary Agreement.

**Specific Provision**

"Tetlit Gwich'in" means the collectivity of all Tetlit Gwich'in Persons and, where the context requires, designated Tetlit Gwich'in organizations.

"Tetlit Gwich'in Person" means a Gwich'in who:

- (a) resides in the Peel River Watershed, including in the community of Fort McPherson, Northwest Territories; or
- (b) is descended from an aboriginal person who used or occupied the Peel River Watershed on or before December 31, 1921.

"Tetlit Gwich'in Yukon Land" has the same meaning as in the Gwich'in Transboundary Agreement.

## CHAPTER 1 - DEFINITIONS

**Specific Provision**

"Assembly" has the same meaning as in the Selkirk First Nation Constitution.

**Specific Provision**

"Chief" has the same meaning as in the Selkirk First Nation Constitution.

**Specific Provision**

"Council of the Selkirk First Nation" has the same meaning as "Council" in the Selkirk First Nation Constitution.

**Specific Provision**

"Principal Elder" has the same meaning as in the Selkirk First Nation Constitution.

**Specific Provision**

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

- (a) a corporation of which more than 50 percent of the corporation's voting shares are beneficially owned by the Selkirk First Nation or Selkirk People;

**Specific Provision Cont'd**

- (b) a co-operative controlled by the Selkirk First Nation or Selkirk People;
- (c) a sole proprietorship operated by a person enrolled under this Agreement in accordance with the criteria established in Chapter 3 - Eligibility and Enrollment;
- (d) a partnership in which at least 50 percent of the partners are the Selkirk First Nation or Selkirk People;  
or
- (e) any other entity more than 50 percent owned or controlled by the Selkirk First Nation or Selkirk People.

"Selkirk First Nation Constitution" has the same meaning as "Constitution" in the Selkirk First Nation self-government agreement.

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

CHAPTER 1 - DEFINITIONS**Specific Provision**

"Ta'an Kwach'an" means a person or persons enrolled under this Agreement in accordance with criteria established in Chapter 3 - Eligibility and Enrollment.

"Ta'an Kwach'an Council Constitution" has the same meaning as "Constitution" in the self-government agreement for the Ta'an Kwach'an Council.

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

- (a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Ta'an Kwach'an or the Ta'an Kwach'an Council;
- (b) a co-operative controlled by Ta'an Kwach'an or the Ta'an Kwach'an Council;
- (c) the sole proprietorship of Ta'an Kwach'an;
- (d) a partnership in which at least 50 percent of the partners are Ta'an Kwach'an or the Ta'an Kwach'an Council; or
- (e) any other legal entity more than 50 percent owned or controlled by Ta'an Kwach'an or the Ta'an Kwach'an Council.

CHAPTER 1 - DEFINITIONS**Specific Provision**

"Teslin Tlingit" means a person or persons enrolled under this Agreement in accordance with criteria established in Chapter 3 - Eligibility and Enrollment.

"Teslin Tlingit Council Constitution" has the same meaning as "Constitution" in the self-government agreement for the Teslin Tlingit Council.

"Teslin Tlingit Council Executive" has the same meaning as "Executive" in the Teslin Tlingit Council Constitution.

"Teslin Tlingit Council General Council" has the same meaning as "Council" in the Teslin Tlingit Council Constitution.



**CHAPTER 1 - DEFINITIONS****Specific Provision**

"Chief" has the same meaning as in the Tr'ondëk Hwëch'in Constitution.

"City of Dawson" means the Town of the City of Dawson as continued under the Municipal Act, R.S.Y. 1986, c.119.

**Specific Provision**

"General Assembly" has the same meaning as in the Tr'ondëk Hwëch'in Constitution.

**Specific Provision**

Tr'ondëk Huch'in" means a person, or persons, enrolled under this Agreement in accordance with the criteria established in Chapter 3 - Eligibility and Enrollment.

"Tr'ondëk Hwëch'in Constitution" has the same meaning as "Constitution" in the Tr'ondëk Hwëch'in Self-Government Agreement.

"Tr'ondëk Hwëch'in Council" has the same meaning as in the Tr'ondëk Hwëch'in Constitution.

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

(a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tr'ondëk Huch'in or the Tr'ondëk Hwëch'in;

(b) a co-operative controlled by Tr'ondëk Huch'in or the Tr'ondëk Hwëch'in;

(c) a sole proprietorship operated by a Tr'ondëk Huch'in;

- (d) a partnership in which at least 50 percent of the partners are Tr'ondëk Huch'in or the Tr'ondëk Hwëch'in; or
- (e) any other legal entity more than 50 percent owned or controlled by the Tr'ondëk Hwëch'in or Tr'ondëk Huch'in.

"Tr'ondëk Hwëch'in Self-Government Agreement" means the agreement concluded by the Tr'ondëk Hwëch'in with Her Majesty the Queen in Right of Canada and the Government of the Yukon respecting government by and for the Tr'ondëk Hwëch'in and brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1994, c. 35.

**Specific Provision**

For greater certainty, Dawson First Nation is referred to herein as Tr'ondëk Hwëch'in;

## CHAPTER 1 - DEFINITIONS

### **Specific Provision**

"Chief and Council" has the same meaning as in the for the Vuntut Gwitchin First Nation Constitution.

### **Specific Provision**

"Gwitchin Transboundary Agreement" means Appendix C to the Gwitchin Final Agreement.

"Gwitchin Tribal Council has the same meaning as in the Gwitchin Transboundary Agreement.

### **Specific Provision**

"Primary Use Area" has the same meaning as in the Gwitchin Transboundary Agreement.

### **Specific Provision**

"Secondary Use Area" has the same meaning as in the Gwitchin Transboundary Agreement.

### **Specific Provision**

"Tetlit Gwitchin" means the collectivity of all Tetlit Gwitchin Persons and, where the context requires, designated Tetlit Gwitchin organizations.

"Tetlit Gwitchin Person" means a Gwitchin who:

- (a) resides in the Peel River watershed, including in the community of Fort McPherson, Northwest Territories, or
- (b) is descended from an aboriginal person who used or occupied the Peel River watershed on or before December 31, 1921.

**Specific Provision**

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

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

- (a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Vuntut Gwitchin or the Vuntut Gwitchin First Nation;
- (b) a co-operative controlled by Vuntut Gwitchin or the Vuntut Gwitchin First Nation;
- (c) a sole proprietorship operated by a Vuntut Gwitchin;
- (d) a partnership in which at least 50 percent of the partners are Vuntut Gwitchin or the Vuntut Gwitchin First Nation; or
- (e) any other legal entity more than 50 percent owned or controlled by the Vuntut Gwitchin First Nation or Vuntut Gwitchin.

"Vuntut Gwitchin Tribal Council" has the same meaning as in the self-government agreement for the Vuntut Gwitchin First Nation.

CHAPTER 2 - GENERAL PROVISIONS**Specific Provision**

- 2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the Champagne and Aishihik First Nations, concluded in accordance with 2.1.1.

**Specific Provision**

- 2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the Champagne and Aishihik First Nations Final Agreement, attached to this chapter.

## 2.3.5.1

**Specific Provision**

- (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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - Category 1 and 2 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (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 an amendment to other specific provisions of this Agreement.

## 2.3.5.2

**Specific Provision**

- (a) The Yukon Minister responsible for land claims agreements 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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - Category 1 and 2 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (b) The Commissioner in Executive Council may delegate to the Yukon Minister responsible for land claims agreements the authority to consent, on behalf of the Yukon, to an amendment to other specific provisions of this Agreement.

## 2.3.5.3

**Specific Provision**

- (a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of the Champagne and Aishihik First Nations by a resolution of the Chief and Council.
- (b) The Chief and Council shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3(a), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).

**Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 is set out as map Champagne and Aishihik First Nations Traditional Territory, (CATT), in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

- 2.9.3.1 Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Champagne and Aishihik First Nations Traditional Territory pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims, attached to this chapter.

**Specific Provision**

- 2.11.4.1 The Champagne and Aishihik First Nations described in the Legislation giving effect to the self-government agreement for the Champagne and Aishihik First Nations is the legal entity referred to in 2.11.4.

**Specific Provision**

- 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Champagne and Aishihik First Nations may cause any of its rights, obligations and liabilities set out in this Agreement to be held, on its behalf, by any legal entity wholly controlled by the Champagne and Aishihik First Nations, provided any transfer does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.
- 2.11.7.2 The Champagne and Aishihik First Nations, 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 Champagne and Aishihik People for any damage or loss suffered by Champagne and Aishihik People as a result of the failure of the Champagne and Aishihik First Nations or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.



SCHEDULE ARATIFICATION OF THE CHAMPAGNE AND AISHIHIK  
FIRST NATIONS FINAL AGREEMENT

- 1.0       **General**
- 1.1       Ratification of this Agreement by the Champagne and Aishihik First Nations in accordance with this schedule shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.
- 1.2       This Agreement shall be ratified by the Champagne and Aishihik First Nations before being considered for ratification by Canada and the Yukon.
- 1.3       Government shall consider this Agreement for ratification within three months of the publication of its ratification by the Champagne and Aishihik First Nations or as soon as practicable thereafter.
- 1.4       The Champagne and Aishihik First Nations shall prepare a budget for the ratification process, subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.
- 2.0       **Ratification Committee**
- 2.1       A Ratification Committee shall be established with responsibility for conducting the Champagne and Aishihik First Nations ratification process.
- 2.2       The Ratification Committee shall consist of one person named by the Champagne and Aishihik First Nations, one person named jointly by Canada and the Yukon, and a third person named by the other two.
- 3.0       **Official Voters List**
- 3.1       The Ratification Committee shall prepare an official voters list which shall be comprised of all persons who are on the Official Enrollment List as of the date 30 days prior to the date of the vote who will be, on the date of the vote, at least 16 years of age and who consent to be on the official voters list.



- 3.1.1 For the purposes of 3.0, the "Official Enrollment List" means the official enrollment list for the Champagne and Aishihik First Nations prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.
- 3.1.2 The Ratification Committee shall inform all persons eligible to be on the official voters list of the significance of consenting to be on that list.
- 3.1.3 Without limiting the measures the Ratification Committee may take to inform persons under 3.1.2, providing notice in writing to each person's last known address shall be sufficient.
- 3.2 At least two weeks prior to the vote, the Ratification Committee shall publish an official voters list in Haines Junction, Whitehorse and such other communities as it considers necessary.
- 3.3 The Ratification Committee shall add to the official voters list any person eligible to be on the list who, at any time up to and including the date of the vote, consents to be on the list.
- 3.4 All persons on the official voters list shall be entitled to vote.
- 4.0 Information Campaign
- 4.1 The Ratification Committee shall be responsible for providing eligible voters a reasonable opportunity to review the contents of this Agreement through the use of a communications strategy which may include videos, information booklets and accurate map reproductions.
- 5.0 Voting Process
- 5.1 The date or dates for the vote on the ratification of this Agreement shall be determined by the Chief and Council.

- 5.2 The Ratification Committee shall determine the locations at which, and the means by which, votes shall be cast. The Ratification Committee shall ensure that all eligible voters are provided a reasonable opportunity to vote. The Ratification Committee may conduct an advance vote.
- 5.3 The vote shall be held on the same date or dates in all polling locations.
- 5.4 The date or dates of the vote and the polling locations shall be posted in each community in which a ballot may be cast.
- 5.5 The vote shall be by secret ballot.
- 5.6 The appearance, format, and contents of the ballot shall be approved by the parties to this Agreement.
- 5.7 The Ratification Committee shall receive and tabulate all ballots.
- 6.0 **Ratification of this Agreement by the Champagne and Aishihik First Nations**
- 6.1 The Champagne and Aishihik First Nations will have ratified this Agreement if more than:
- 6.1.1 50 percent of the persons eligible to be on the official voters list consent to be on the list; and
  - 6.1.2 more than 50 percent of the eligible voters cast a ballot approving this Agreement.
- 6.2 The Ratification Committee shall tabulate and publish figures showing:
- 6.2.1 the total number of persons eligible to be on the official voters list and the total number of persons who consented to be on the list; and

- 6.2.2 the total number of ballots cast, the total number of ballots approving this Agreement, the total number not approving this Agreement, the total number of ballots spoiled, and the total number of ballots rejected, but none of these figures shall be tabulated on a community basis or any basis other than the aggregate vote.
- 6.3 The Ratification Committee shall publish the results referred to in 6.2 in each community in which the official voters list was published pursuant to 3.2 and may publish the results in such other locations as the Committee determines.
- 6.4 The Ratification Committee shall prepare and submit to the parties to this Agreement, within two weeks of publication of the results, a report on the carrying out of the Champagne and Aishihik First Nations ratification process.
- 6.5 After ratification of this Agreement by the Champagne and Aishihik First Nations but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the Champagne and Aishihik First Nations, may agree:
- 6.5.1 to minor amendments to the specific provisions of this Agreement;
- 6.5.2 to amend Appendix A - Settlement Land Descriptions, attached to this Agreement; and
- 6.5.3 to add to Appendix A - Settlement Land Descriptions, attached to this Agreement, the number of Parcels of Site Specific Settlement Land required to bring the total number of Parcels of Site Specific Settlement Land described in that appendix to no more than 190.
- 6.5.4 to amend Appendix B-Maps, which forms a separate volume to this Agreement.

**7.0 Ratification of this Agreement by Government**

7.1 After the Ratification Committee conducts the vote, publishes the results and reports to the parties under 6.4, and if the results of the vote constitute a ratification of this Agreement by the Champagne and Aishihik First Nations, this Agreement shall be presented by the Yukon Minister responsible for land claim agreements to the Executive Council for approval, and by the Minister of Indian Affairs and Northern Development to Cabinet for approval.

**8.0 Signing of this Agreement**

8.1 This Agreement shall be signed by representatives of the Champagne and Aishihik First Nations, Canada and the Yukon as soon as practicable after ratification by Government.

SCHEDULE BRESOLUTION OF OVERLAPPING CLAIMS**1.0 Definitions**

In this schedule the following definitions shall apply:

"Contiguous Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates an Overlapping Area.

"Overlapping Area" is that part of a Yukon First Nation's Traditional Territory which overlaps the Champagne and Aishihik First Nations Traditional Territory.

"Overlapping Yukon First Nation" means a Yukon First Nation which has an Overlapping Area.

"Overlapping Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement for an Overlapping Yukon First Nation.

**2.0 Agreements**

2.1 The Champagne and Aishihik First Nations 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.

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 Champagne and Aishihik First Nations 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 dispute 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 Champagne and Aishihik First Nations 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.

### 3.0 Dispute Resolution

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 Champagne and Aishihik First Nations 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 Champagne and Aishihik First Nations, in addition to the other powers provided in Chapter 26 - Dispute Resolution; and

3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.



- 3.3 The parties to this Agreement may amend a Contiguous Boundary with the consent of the adjacent Yukon First Nation.
- 3.4 A map or other description of the location of a Contiguous Boundary agreed to by the parties to this Agreement or awarded by a person appointed under 3.1 shall be included in Appendix B - Maps, which forms a separate volume to this Agreement, without any further action by the parties to this Agreement.
- 4.0 **Application of this Agreement in an Overlapping Area**
- 4.1 All of the provisions of this Agreement shall apply in that part of the Champagne and Aishihik First Nations Traditional Territory which, from time to time, is included in an Overlapping Area except the following which shall not apply:
- 4.1.1 Chapter 10 - Special Management Areas - 10.3.3 and 10.5.5;
  - 4.1.2 Chapter 13 - Heritage - 13.9.0 and 13.12.1.1 to 13.12.1.6 inclusive;
  - 4.1.3 Chapter 16 - Fish and Wildlife, except 16.1.0 to 16.4.0 inclusive, 16.5.1.1(a), 16.5.1.8 to 16.5.4 inclusive, 16.7.0, 16.8.0, 16.9.0, except 16.9.1.3 to 16.9.1.7 inclusive which shall not apply, 16.10.0, 16.11.11 to 16.11.13 inclusive, 16.12.0 to 16.15.0 inclusive and Schedule A - Determination of the Basic Needs Allocation for the Drainage Basin of the Yukon River, all of which shall apply;
  - 4.1.4 Chapter 17 - Forest Resources - 17.4.0, and 17.14.2.1 to 17.14.2.8 inclusive; and
  - 4.1.5 Chapter 22 - Economic Development Measures - 22.3.3.5, 22.3.3.6, 22.3.6.1, 22.3.6.2 and Schedule A - Economic Measures.

**5.0 Other Yukon First Nation Final Agreements**

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

5.2 Government shall make best efforts:

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 Champagne and Aishihik First Nations.

**6.0 Traplines**

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 Champagne and Aishihik First Nations Traditional Territory; or

6.1.2 the Champagne and Aishihik First Nations and the Overlapping Yukon First Nation agree.



7.0 Consultation in the Overlapping Area

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

CHAPTER 2 - GENERAL PROVISIONS

**Specific Provision**

2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the Little Salmon/Carmacks First Nation, concluded in accordance with 2.1.1.

**Specific Provision**

2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the Little Salmon/Carmacks First Nation Final Agreement, attached to this chapter.

**Specific Provision**

- (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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (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.

**Specific Provision**

- (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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (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.

**Specific Provision**

- (a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of the Little Salmon/Carmacks First Nation by a recommendation of the Council of the Little Salmon/Carmacks First Nation approved by the Assembly in two meetings held at least three months apart.
- (b) The Little Salmon/Carmacks First Nation shall provide Government with a certified copy of a recommendation approved pursuant to 2.3.5.3 (a), and Government shall be entitled to rely on that approved recommendation as conclusive evidence of compliance with 2.3.5.3 (a).

**Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 is set out as map "Little Salmon/Carmacks First Nation Traditional Territory, (LS/CFNTT)" in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

- 2.9.3.1 Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Traditional Territory of the Little Salmon/Carmacks First Nation pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims, attached to this chapter.

**Specific Provision**

- 2.11.4.1 The Little Salmon/Carmacks First Nation described in the Legislation giving effect to the Little Salmon/Carmacks First Nation self-government agreement is the legal entity referred to in 2.11.4.

**Specific Provision**

- 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Little Salmon/Carmacks First Nation may cause any of its rights, obligations and liabilities set out in this Agreement to be held, on its behalf, by any legal entity wholly controlled by the Little Salmon/Carmacks First Nation, provided any transfer does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.
- 2.11.7.2 The Little Salmon/Carmacks 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 Little Salmon/Carmacks People for any damage or loss suffered by Little Salmon/Carmacks People as a result of any failure of the Little Salmon/Carmacks First Nation or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

SCHEDULE ARATIFICATION OF THE LITTLE SALMON/CARMACKS FIRST NATION  
FINAL AGREEMENT

## 1.0 General

- 1.1 Ratification of this Agreement by the Little Salmon/Carmacks First Nation in accordance with this schedule shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.
- 1.2 This Agreement shall be ratified by the Little Salmon/Carmacks First Nation before being considered for ratification by Canada and the Yukon.
- 1.3 Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.

## 2.0 Ratification Committee

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

**3.0 Official Voters List**

- 3.1 The Ratification Committee shall prepare an official voters list which shall be comprised of all persons who are on the Official Enrollment List as of the day 45 days before the first day of the vote, and who will be, as of the last day of the vote, at least 16 years of age.
- 3.2 For the purposes of this schedule, "Official Enrollment List" means the official enrollment list for the Little Salmon/Carmacks First Nation prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.
- 3.3 At least 30 days before the first day of the vote, the Ratification Committee shall publish the official voters list in Carmacks, Whitehorse and such other communities as it considers necessary.
- 3.4 The Ratification Committee shall add to the official voters list any person, upon the request of that person, who at any time up to and including the last day of the vote is added to the Official Enrollment List and who will be, as of the last day of the vote at least 16 years of age.
- 3.5 Only persons whose names appear on the official voters list shall be eligible to vote.

**4.0 Information Campaign**

- 4.1 The Ratification Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of this Agreement through the use of a communications strategy which may include videos, information booklets, community visits, door to door visits and accurate map reproductions.
- 4.2 Only printed, audio and visual material submitted by the Ratification Committee to, and approved by, the parties shall be made available, or distributed, to eligible voters by the Ratification Committee pursuant to 4.1. Material submitted by the Ratification Committee to a party shall be considered approved by that party unless the Ratification Committee receives written notice otherwise within 15 calendar days of the material being received by that party.



**5.0 Voting Process**

- 5.1 The day or days for the vote on the ratification of this Agreement shall be determined by the Chief and Council of the Little Salmon/Carmacks First Nation and they shall advise the Ratification Committee in writing of the day or days determined at least 90 days before the first day of the vote.
- 5.2 The vote shall be held at the Little Salmon/Carmacks First Nation administration building near Carmacks, and at Whitehorse and such other places as the Ratification Committee considers necessary.
- 5.3 The Ratification Committee shall determine the means by which votes shall be cast, which may include mail-in ballots. The Ratification Committee shall make reasonable efforts to provide all eligible voters with a reasonable opportunity to vote. The Ratification Committee may conduct an advance vote on the day 14 days before the first day of the vote determined pursuant to 5.1.
- 5.4 The vote, and any advance vote, shall each be held on the same day or days in all polling locations.
- 5.5 The day or days of the vote, including the day of an advance vote, and the polling locations shall be posted in each community in which a ballot may be cast at least 14 days before the day of the advance vote, or if no advance vote, at least 21 days before the first day of the vote.
- 5.6 The vote shall be by secret ballot.
- 5.7 The appearance, format, and contents of the ballot shall be approved by the parties to this Agreement.
- 5.8 The Ratification Committee shall receive and tabulate all ballots.



6.0 Ratification of this Agreement by the Little Salmon/Carmacks First Nation

6.1 The Little Salmon/Carmacks First Nation shall be considered to have ratified this Agreement if no less than 50 percent plus one of the eligible voters cast a ballot approving this Agreement in accordance with 3.0 to 5.0.

6.2 The Ratification Committee shall, as soon as practical and in any event no later than seven days after the last day of the vote, tabulate and publish the results of the vote showing the total number of persons on the official voters list, the total number of ballots cast, the total number of ballots approving this Agreement, the total number of ballots not approving this Agreement, the total number of ballots spoiled, and the total number of ballots rejected. The Ratification Committee shall publish these results in the communities in which the official voters list was published pursuant to 3.3 and may publish the results in such other locations as the Ratification Committee determines.

6.3 The Ratification Committee shall prepare and submit to the parties to this Agreement, within 14 days after publishing the results pursuant to 6.2, a report setting out the results referred to in 6.2, and the details of the carrying out of the Little Salmon/Carmacks First Nation ratification process.

6.4 After ratification of this Agreement by the Little Salmon/Carmacks First Nation but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the Little Salmon/Carmacks First Nation, may agree:

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

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

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

**7.0 Ratification of this Agreement by Government**

7.1 After the Ratification Committee conducts the vote, publishes the results and submits its report pursuant to 6.3, and if the results of the vote constitute a ratification of this Agreement by the Little Salmon/Carmacks First Nation, this Agreement shall be presented by the Yukon Minister with responsibility for land claims to the Executive Council for ratification and by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, both within three months after receipt of the report of the Ratification Committee or as soon as practical thereafter.

**8.0 Signing of this Agreement**

8.1 This Agreement shall be signed by representatives of the Little Salmon/Carmacks First Nation, Canada and the Yukon as soon as practical after ratification by Government.

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

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

SCHEDULE BRESOLUTION OF OVERLAPPING CLAIMS**1.0 Definitions**

In this schedule, the following definitions shall apply.

"Contiguous Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates an Overlapping Area.

"Overlapping Area" is that part of a Yukon First Nation's Traditional Territory which overlaps the Traditional Territory of the Little Salmon/Carmacks First Nation.

"Overlapping Yukon First Nation" means a Yukon First Nation which has an Overlapping Area.

"Overlapping Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement for an Overlapping Yukon First Nation.

**2.0 Agreements**

2.1 The Little Salmon/Carmacks 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.

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 Little Salmon/Carmacks 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 dispute 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 Little Salmon/Carmacks 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.
- 3.0 Dispute Resolution**
- 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks 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.

3.3 The parties to this Agreement may amend a Contiguous Boundary with the consent of the adjacent Yukon First Nation.

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

#### 4.0 Application of this Agreement in an Overlapping Area

4.1 All of the provisions of this Agreement shall apply in that part of the Traditional Territory of the Little Salmon/Carmacks First Nation which, from time to time, is included in an Overlapping Area except the following which shall not apply:

4.1.1 Chapter 10 - Special Management Areas - 10.3.3 and 10.5.5;

4.1.2 Chapter 13 - Heritage - 13.12.1.1 to 13.12.1.8 inclusive;

4.1.3 Chapter 16 - Fish and Wildlife, except 16.1.0 to 16.4.0 inclusive, 16.5.1.1(a), 16.5.1.8 to 16.5.4 inclusive, 16.7.0, 16.8.0, 16.9.1.1, 16.9.1.2, 16.9.2 to 16.9.17 inclusive, 16.10.0, 16.11.11 to 16.11.13 inclusive, 16.12.0 to 16.15.0 inclusive and Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, all of which shall apply;

4.1.4 Chapter 17 - Forest Resources - 17.4.0, 17.5.4.2, 17.5.4.3 and 17.14.2.1 to 17.14.2.11 inclusive; and

4.1.5 Chapter 22 - Economic Development Measures - 22.3.3.5, 22.3.6.1, and Schedule A - Economic Measures.

## 5.0 Other Yukon First Nation Final Agreements

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

5.2 Government shall make best efforts:

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 Little Salmon/Carmacks First Nation.

## 6.0 Traplines

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 Little Salmon/Carmacks First Nation; or



6.1.2 the Little Salmon/Carmacks First Nation and the Overlapping Yukon First Nation agree.

7.0 Consultation in the Overlapping Area

7.1 Government shall Consult with the Little Salmon/Carmacks First Nation respecting any matter in an Overlapping Area which may affect the rights of Little Salmon/Carmacks People or the Little Salmon/Carmacks 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.



CHAPTER 2 - GENERAL PROVISIONS

**Specific Provision**

- 2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the First Nation of Nacho Nyak Dun, concluded in accordance with 2.1.1.

**Specific Provision**

- 2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the First Nation of Nacho Nyak Dun Final Agreement, attached to this chapter.

2.3.5.1

**Specific Provision**

- (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 and to any amendment to Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (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 amend other specific provisions of this Agreement.

2.3.5.2

**Specific Provision**

- (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, and to any amendment to Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (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 amend other specific provisions of this Agreement.

2.3.5.3

**Specific Provision**

- (a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of the First Nation of Nacho Nyak Dun by a recommendation of the First Nation Council of Nacho Nyak Dun approved by the Assembly in two meetings held at least three months apart.
- (b) The First Nation Council of Nacho Nyak Dun shall provide Government with a certified copy of a recommendation approved pursuant to 2.3.5.3 (a), and Government shall be entitled to rely on that approved recommendation as conclusive evidence of compliance with 2.3.5.3 (a).
- (c) The parties to this Agreement shall Consult the Gwich'in Tribal Council with respect to any amendment to this Agreement which may affect any rights, obligations or liabilities of the Tetlit Gwich'in set out in the Gwich'in Transboundary Agreement.

**Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 is set out as map "First Nation of Nacho Nyak Dun Traditional Territory, (NNDTT)" in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

- 2.9.3.1 Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Traditional Territory of the First Nation of Nacho Nyak Dun pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims, attached to this chapter.

**Specific Provision**

- 2.11.4.1 The First Nation of Nacho Nyak Dun described in the Legislation giving effect to the First Nation of Nacho Nyak Dun self-government agreement is the legal entity referred to in 2.11.4.

**Specific Provision**

- 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the First Nation of Nacho Nyak Dun may cause any of its rights, obligations and liabilities set out in this Agreement to be held, on its behalf, by any legal entity wholly controlled by the First Nation of Nacho Nyak Dun, provided any transfer does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.
- 2.11.7.2 The First Nation of Nacho Nyak Dun, 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.

**Specific Provision Cont'd**

- 2.11.7.3 Government shall not be liable to Nacho Nyak Dun for any damage or loss suffered by a Nacho Nyak Dun as a result of any failure of the First Nation of Nacho Nyak Dun or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

SCHEDULE ARATIFICATION OF THE FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT**1.0 General**

- 1.1 Ratification of this Agreement by the First Nation of Nacho Nyak Dun shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.
- 1.2 This Agreement shall be ratified by the First Nation of Nacho Nyak Dun before being considered for ratification by Canada and the Yukon.
- 1.3 Government shall consider this Agreement within three months of the publication of its ratification by the First Nation of Nacho Nyak Dun or as soon as practicable thereafter.
- 1.4 The First Nation of Nacho Nyak Dun shall prepare a budget for the ratification process subject to review and approval by Canada. The approved expenses shall be a charge on Canada.

**2.0 Special Meeting of the Assembly**

- 2.1 The Chief and the First Nation Council of Nacho Nyak Dun shall, when they determine the information campaign described in 5.0 has been successfully completed, call a meeting of the Assembly to consider this Agreement.
- 2.2 If the Assembly approves this Agreement, the Ratification Committee shall conduct the voting process described in 6.0.
- 2.3 The Chief and First Nation Council of Nacho Nyak Dun shall provide the Ratification Committee and Government with a resolution certifying that the provisions of 2.1 and 2.2 have been complied with and Government and the Ratification Committee shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.1 and 2.2.

**3.0 Ratification Committee**

- 3.1 A Ratification Committee shall be established with responsibility for conducting 3.0 to 7.0 of the First Nation of Nacho Nyak Dun ratification process.
- 3.2 The Ratification Committee shall consist of one person named by the First Nation of Nacho Nyak Dun, one person named jointly by Canada and the Yukon, and a third person named by the other two.

**4.0 Official Voters List**

- 4.1 The Ratification Committee shall prepare an official voters list which shall be comprised of all persons who are on the Official Enrollment List as of the date 30 days prior to the date of the vote, and who will be, as of the date of the vote, at least 18 years of age.

- 4.1.1 For the purposes of 4.1, "Official Enrollment List" means the official enrollment list for the First Nation of Nacho Nyak Dun prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.

- 4.2 At least one month prior to the vote, the Ratification Committee shall publish an official voters list in Mayo, Whitehorse and such other communities as it considers necessary.
- 4.3 The Ratification Committee shall add to the official voters list any person eligible to be on the list who, at any time up to and including the date of the vote, consents to be on the list.
- 4.4 All persons who are on the official voters list shall be entitled to vote.

**5.0 Information Campaign**

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



**6.0 Voting Process**

- 6.1 The date or dates for the vote on the ratification of this Agreement shall be determined by the Assembly held pursuant to 2.1.
- 6.2 The Ratification Committee shall determine the location within the Traditional Territory of the First Nation of Nacho Nyak Dun at which the votes shall be cast. The Ratification Committee may hold an advance vote, which may include a mail-in vote, in a manner it determines for eligible voters who anticipate being unable to be in the Traditional Territory of the First Nation of Nacho Nyak Dun on the date or dates set for voting.
- 6.3 The date or dates, the location and the methods of the vote and any advance vote shall be posted in Mayo, Whitehorse and such other communities as determined by the Ratification Committee.
- 6.4 The vote shall be by secret ballot.
- 6.5 The appearance, format, and contents of the ballot shall be approved by the parties to this Agreement.
- 6.6 The Ratification Committee shall receive and tabulate all ballots.

**7.0 Ratification of this Agreement by the First Nation of Nacho Nyak Dun**

- 7.1 The First Nation of Nacho Nyak Dun shall be considered to have ratified this Agreement if:
- 7.1.1 The Chief and First Nation Council of Nacho Nyak Dun call a meeting of the Assembly pursuant to 2.1;
  - 7.1.2 the Assembly approves this Agreement pursuant to 2.2; and
  - 7.1.3 no less than 50 percent plus one of the eligible voters cast a ballot approving this Agreement pursuant to 4.0 to 6.0.



- 7.2 The Ratification Committee shall tabulate and publish figures showing the total number of ballots cast, the total number of ballots approving this Agreement, the total number not approving this Agreement, the total number of ballots spoiled, and the total number of ballots rejected. The Ratification Committee shall publish these results in the communities in which the Official Voters List was published pursuant to 4.2 and may publish the results in such other locations as the Committee determines.
- 7.3 The Ratification Committee shall prepare and submit to the parties to this Agreement, within two weeks of publication of the results, a report on the carrying out of its responsibilities in this ratification process.
- 7.4 After ratification of this Agreement by the First Nation of Nacho Nyak Dun but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the First Nation of Nacho Nyak Dun, may agree:
- 7.4.1 to minor amendments to the Specific Provisions of this Agreement;
  - 7.4.2 to amend Appendix A - Settlement Land Descriptions, attached to this Agreement; and
  - 7.4.3 to amend Appendix B - Maps, which forms a separate volume to this Agreement.
- 8.0 **Ratification of this Agreement by Government**
- 8.1 After the Ratification Committee conducts the vote, publishes the results and reports to the parties under 7.3, and if the results of the vote constitute a ratification of this Agreement by the First Nation of Nacho Nyak Dun, this Agreement shall be presented by the Yukon Minister with responsibility for land claims to the Executive Council for approval, and by the Minister of Indian Affairs and Northern Development to Cabinet for approval.
- 9.0 **Signing of this Agreement**
- 9.1 This Agreement shall be signed by representatives of the First Nation of Nacho Nyak Dun, Canada and the Yukon as soon as practicable after ratification by Government.

SCHEDULE BRESOLUTION OF OVERLAPPING CLAIMS**1.0 Definitions**

In this schedule the following definitions shall apply.

"Contiguous Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates an Overlapping Area.

"Overlapping Area" is that part of a Yukon First Nation's Traditional Territory which overlaps the First Nation of Nacho Nyak Dun Traditional Territory.

"Overlapping Yukon First Nation" means a Yukon First Nation which has an Overlapping Area.

"Overlapping Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement for an Overlapping Yukon First Nation.

**2.0 Agreements**

2.1 The First Nation of Nacho Nyak Dun 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.

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 First Nation of Nacho Nyak Dun 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 dispute 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 First Nation of Nacho Nyak Dun 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.

### 3.0 Dispute Resolution

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 First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun, in addition to the other powers provided in Chapter 26 - Dispute Resolution; and

3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.

- 3.3 The parties to this Agreement may amend a Contiguous Boundary with the consent of the adjacent Yukon First Nation.
- 3.4 A map or other description of the location of a Contiguous Boundary agreed to by the parties to this Agreement or awarded by a person appointed under 3.1 shall be included in Appendix B - Maps which form a separate volume to this Agreement without any further action by the parties to this Agreement.
- 4.0 Application of this Agreement in an Overlapping Area**
- 4.1 All of the provisions of this Agreement shall apply in that part of the First Nation of Nacho Nyak Dun Traditional Territory which, from time to time, is included in an Overlapping Area except the following which shall not apply:
- 4.1.1 Chapter 10 - Special Management Areas - 10.3.3 and 10.5.5;
- 4.1.2 Chapter 13 - Heritage - 13.12.1.1 to 13.12.1.6 inclusive;
- 4.1.3 Chapter 16 - Fish and Wildlife, except 16.1.0 to 16.4.0 inclusive, 16.5.1.1(a), 16.5.1.8 to 16.5.4 inclusive, 16.7.0, 16.8.0, 16.9.1.1, 16.9.1.2, 16.9.2 to 16.9.17 inclusive, 16.10.0, 16.11.11 to 16.11.13 inclusive, 16.12.0 to 16.15.0 inclusive and Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, all of which shall apply;
- 4.1.4 Chapter 17 - Forest Resources - 17.4.0, 17.5.4.2, 17.5.4.3 and 17.14.2.1 to 17.14.2.8 inclusive; and
- 4.1.5 Chapter 22 - Economic Development Measures - 22.3.3.5, 22.3.6.1, and Schedule A - Economic Measures.

- 5.0 Other Yukon First Nation Final Agreements
- 5.1 Where there is an inconsistency or conflict between a provision of this Agreement which applies in an Overlapping Area and a provision of an Overlapping Yukon First Nation Final Agreement which applies in the Overlapping Area, the provision of this Agreement which is inconsistent or in conflict shall not apply, to the extent of the inconsistency or conflict.
- 5.2 Government shall make best efforts:
- 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 First Nation of Nacho Nyak Dun.
- 6.0 Traplines
- 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 First Nation of Nacho Nyak Dun; or
- 6.1.2 the First Nation of Nacho Nyak Dun and the Overlapping Yukon First Nation agree.

7.0 Consultation in the Overlapping Area

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



CHAPTER 2 - GENERAL PROVISIONS**Specific Provision**

- 2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the Selkirk First Nation, concluded in accordance with 2.1.1.

**Specific Provision**

- 2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the Selkirk First Nation Final Agreement, attached to this chapter.

## 2.3.5.1

**Specific Provision**

- (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

**Specific Provision**

- (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;

**Specific Provision Cont'd**

- (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

**Specific Provision**

- (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.

**Specific Provision**

- 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.

**Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 is set out as map "Selkirk First Nation Traditional Territory, (SFNTT)", in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

- 2.9.3.1 Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Traditional Territory of the Selkirk First Nation pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims, attached to this chapter.

**Specific Provision**

- 2.11.4.1 The Selkirk First Nation described in the Legislation giving effect to the self-government agreement for the Selkirk First Nation is the legal entity referred to in 2.11.4.

**Specific Provision**

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

SCHEDULE ARATIFICATION OF THE SELKIRK FIRST  
NATION FINAL AGREEMENT

## 1.0 General

- 1.1 Ratification of this Agreement by the Selkirk First Nation in accordance with this schedule shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.
- 1.2 This Agreement shall be ratified by the Selkirk First Nation before being considered for ratification by Canada and the Yukon.
- 1.3 Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.

## 2.0 Ratification Committee

- 2.1 Upon initialling of this Agreement by the negotiators, signifying their intent to recommend it for ratification to their principals, a ratification committee (the "Ratification Committee") shall be established with responsibility for conducting the Selkirk First Nation ratification process.
- 2.2 The Ratification Committee shall consist of one person named by the Selkirk First Nation, one person named jointly by Canada and the Yukon, and a third person named by the other two.
- 2.3 The Ratification Committee shall be an independent body and act at arm's-length from the parties to this Agreement and its members shall not be delegates of those who name them.

2.4 Following discussions with the Selkirk First Nation, the Ratification Committee shall prepare a budget for the ratification process, subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.

### 3.0 Official Voters List

3.1 The Ratification Committee shall prepare an official voters list which shall be comprised of all persons who are on the Official Enrollment List as of the day 45 days before the first day of the vote, and who will be, as of the last day of the vote, at least 16 years of age.

3.2 For the purposes of this schedule, "Official Enrollment List" means the official enrollment list for the Selkirk First Nation prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.

3.3 At least 30 days before the first day of the vote, the Ratification Committee shall publish the official voters list in the offices of the Selkirk First Nation in Pelly Crossing and such other places as it considers necessary.

3.4 The Ratification Committee shall add to the official voters list any person, upon the request of that person, who at any time up to and including the last day of the vote is added to the Official Enrollment List and who will be, as of the last day of the vote at least 16 years of age.

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

### 4.0 Information Campaign

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

4.2 Only printed, audio and visual material submitted by the Ratification Committee to, and approved by, the parties shall be made available or distributed to eligible voters by the Ratification Committee pursuant to 4.1. Material submitted by the Ratification Committee to a party shall be considered approved by that party unless the Ratification Committee receives written notice otherwise within 15 calendar days of the material being received by that party.

#### 5.0 Voting Process

5.1 The day or days for the vote on the ratification of this Agreement shall be determined by the Council of the Selkirk First Nation and it shall advise the Ratification Committee in writing of the day or days determined at least 60 days before the first day of the vote.

5.2 The vote shall be held at the offices of the Selkirk First Nation in Pelly Crossing, and such other places as the Ratification Committee considers necessary.

5.3 The Ratification Committee shall determine the means by which votes shall be cast, which may include mail-in ballots. The Ratification Committee shall make reasonable efforts to provide all eligible voters with a reasonable opportunity to vote. The Ratification Committee may conduct an advance vote on the day 14 days before the first day of the vote determined pursuant to 5.1.

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

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

5.6 The vote shall be by secret ballot.

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



- 5.8 The Ratification Committee shall receive and tabulate all ballots.
- 6.0 Ratification of this Agreement by the Selkirk First Nation
- 6.1 The Selkirk First Nation shall be considered to have ratified this Agreement if no less than 50 percent plus one of the eligible voters cast a ballot approving this Agreement in accordance with 3.0 to 5.0.
- 6.2 The Ratification Committee shall, as soon as practical and in any event no later than seven days after the last day of the vote, tabulate and publish the results of the vote showing the total number of persons on the official voters list, the total number of ballots cast, the total number of ballots approving this Agreement, the total number of ballots not approving this Agreement, the total number of ballots spoiled, and the total number of ballots rejected. The Ratification Committee shall publish these results in the communities in which the official voters list was published pursuant to 3.3 and may publish the results in such other locations as the Ratification Committee determines.
- 6.3 The Ratification Committee shall prepare and submit to the parties to this Agreement, within 14 days after publishing the results pursuant to 6.2, a report setting out the results referred to in 6.2 and the details of the carrying out of the Selkirk First Nation ratification process.
- 6.4 After ratification of this Agreement by the Selkirk First Nation but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the Selkirk First Nation, may agree:
- 6.4.1 to minor amendments to the specific provisions of this Agreement;
  - 6.4.2 to amend Appendix A - Settlement Land Descriptions, attached to this Agreement; and
  - 6.4.3 to amend Appendix B - Maps, which forms a separate volume to this Agreement.

**7.0 Ratification of this Agreement by Government**

7.1 After the Ratification Committee conducts the vote, publishes the results and submits its report pursuant to 6.3, and if the results of the vote constitute a ratification of this Agreement by the Selkirk First Nation, this Agreement shall be presented by the Yukon Minister with responsibility for land claims to the Executive Council for ratification and by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, both within three months after receipt of the report of the Ratification Committee or as soon as practical thereafter.

**8.0 Signing of this Agreement**

8.1 This Agreement shall be signed by representatives of the Selkirk First Nation, Canada and the Yukon as soon as practical after ratification by Government.

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

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

SCHEDULE BRESOLUTION OF OVERLAPPING CLAIMS**1.0 Definitions**

In this schedule, the following definitions shall apply.

"Contiguous Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates an Overlapping Area.

"Overlapping Area" is that part of a Yukon First Nation's Traditional Territory which overlaps the Traditional Territory of the Selkirk First Nation.

"Overlapping Yukon First Nation" means a Yukon First Nation which has an Overlapping Area.

"Overlapping Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement for an Overlapping Yukon First Nation.

**2.0 Agreements**

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.

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.

### 3.0 Dispute Resolution

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.

3.3 The parties to this Agreement may amend a Contiguous Boundary with the consent of the adjacent Yukon First Nation.

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

**4.0 Application of this Agreement in an Overlapping Area**

4.1 All of the provisions of this Agreement shall apply in that part of the Traditional Territory of the Selkirk First Nation which, from time to time, is included in an Overlapping Area except the following which shall not apply:

4.1.1 Chapter 10 - Special Management Areas - 10.3.3 and 10.5.5;

4.1.2 Chapter 13 - Heritage - 13.12.1.1 to 13.12.1.8 inclusive;

4.1.3 Chapter 16 - Fish and Wildlife, except 16.1.0 to 16.4.0 inclusive, 16.5.1.1(a), 16.5.1.8 to 16.5.1.15 inclusive, 16.5.2 to 16.5.4 inclusive, 16.7.0, 16.8.0, 16.9.0 except 16.9.1.3, 16.9.1.4 and 16.9.1.5 which shall not apply, 16.10.0, 16.11.11 to 16.11.13 inclusive, 16.12.0 to 16.15.0 inclusive and Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, all of which shall apply;

4.1.4 Chapter 17 - Forest Resources - 17.4.0, 17.5.4.2, 17.5.4.3, and 17.14.2.1 to 17.14.2.11 inclusive; and

4.1.5 Chapter 22 - Economic Development Measures - 22.3.3.5, 22.3.6.1, and Schedule A - Economic Measures.

## 5.0 Other Yukon First Nation Final Agreements

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

5.2 Government shall make best efforts:

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.

## 6.0 Traplines

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.

#### 7.0 Consultation in the Overlapping Area

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.

#### 8.0 Alternative Proposals and Interim Measures

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.

8.3 The Selkirk First Nation shall endeavour to engage the First Nation of Nacho Nyak Dun and the Little Salmon/Carmacks First Nation in developing the alternative agreements referred to in 8.1.

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.



CHAPTER 2 - GENERAL PROVISIONS**Specific Provision**

- 2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the Ta'an Kwach'an Council, concluded in accordance with 2.1.1.

**Specific Provision**

- 2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the Ta'an Kwach'an Council Final Agreement, attached to this chapter.

## 2.3.5.1

**Specific Provision**

- (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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - Category 1 and 2 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (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 amend other specific provisions of this Agreement.

## 2.3.5.2

**Specific Provision**

- (a) The Yukon Minister responsible for land claims agreements 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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - Category 1 and 2 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (b) The Commissioner in Executive Council may delegate to the Yukon Minister responsible for land claims agreements the authority to consent, on behalf of the Yukon, to amend other specific provisions of this Agreement.

## 2.3.5.3

**Specific Provision**

- (a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of the Ta'an Kwach'an Council by a resolution of the Hereditary Chief and Elders Council.
- (b) The Ta'an Kwach'an Council shall provide Government with a certified copy of any resolution consenting to an amendment pursuant to 2.3.5.3(a), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).

**Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 is set out as map "Ta'an Kwach'an Council Traditional Territory (TKCTT)", in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

- 2.11.4.1 The Ta'an Kwach'an Council described in the Legislation giving effect to the self-government agreement for the Ta'an Kwach'an Council is the legal entity referred to in 2.11.4.

**Specific Provision**

- 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Ta'an Kwach'an Council may cause any of its rights, obligations and liabilities set out in this Agreement to be held, on its behalf, by any legal entity wholly controlled by the Ta'an Kwach'an Council, provided any transfer does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.
- 2.11.7.2 The Ta'an Kwach'an Council, 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 Ta'an Kwach'an for any damage or loss suffered by Ta'an Kwach'an as a result of the failure of the Ta'an Kwach'an Council or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

SCHEDULE ARATIFICATION OF THE TA'AN KWACH'AN COUNCIL FINAL AGREEMENT

- 1.0       **General**
- 1.1       Ratification of this Agreement by the Ta'an Kwach'an Council in accordance with this schedule shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.
- 1.2       This Agreement shall be ratified by the Ta'an Kwach'an Council before being considered for ratification by Canada and the Yukon.
- 1.3       Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.
- 2.0       **Ratification Committee**
- 2.1       Upon initialling of this Agreement, a Ratification Committee shall be established with responsibility for conducting the Ta'an Kwach'an Council ratification process.
- 2.2       The Ratification Committee shall consist of three persons, one named by the Ta'an Kwach'an Council, one named jointly by Canada and the Yukon, and one named jointly by the other two.
- 2.3       The Ratification Committee shall be an independent body and act at arm's-length from the parties to this Agreement and its members shall not be delegates of the party naming them.
- 2.4       Following discussions with the Ta'an Kwach'an Council, the Ratification Committee shall prepare a budget for the ratification process, subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.

**3.0 Official Voters List**

3.1 The Ratification Committee shall prepare an official voters list which shall be comprised of all persons who are on the Official Enrollment List as of the day 45 days before the first day of the vote, and who will be, as of the last day of the vote, at least 16 years of age.

3.2 For the purposes of this schedule, "Official Enrollment List" means the official enrollment list for the Ta'an Kwach'an Council prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.

3.3 At least 30 days before the first day of the vote, the Ratification Committee shall publish the official voters list in the offices of the Ta'an Kwach'an Council at Lake Laberge, in the City of Whitehorse and in such other communities as it considers necessary.

3.4 The Ratification Committee shall add to the official voters list any person, upon the request of that person, who at any time up to and including the last day of the vote is added to the Official Enrollment List and who will be, as of the last day of the vote at least 16 years of age.

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

**4.0 Information Campaign**

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

4.2 Only printed and audio/visual material submitted by the Ratification Committee to, and approved by, the parties shall be made available or distributed to eligible voters by the Ratification Committee pursuant to 4.1.

**5.0 Voting Process**

- 5.1 The day or days for the vote on the ratification of this Agreement shall be determined by the Hereditary Chief who shall advise the Ratification Committee in writing of the day or days determined at least 90 days before the first day of the vote.
- 5.2 The vote shall be held at the offices of the Ta'an Kwach'an Council at Lake Laberge, at the City of Whitehorse, and at such other places as the Ratification Committee considers necessary.
- 5.3 The Ratification Committee shall determine the means by which votes shall be cast, which may include mail-in ballots. The Ratification Committee shall make reasonable efforts to provide all eligible voters with a reasonable opportunity to vote. The Ratification Committee may conduct an advance vote on the day 14 days before the first day of the vote determined pursuant to 5.1.
- 5.4 The vote, including an advance vote, shall be held on the same day or days in all polling locations.
- 5.5 The day or days of the vote, including the day of an advance vote, and the polling locations shall be posted in each community in which a ballot may be cast at least 14 days before the day of the advance vote, or if no advance vote, at least 21 days before the first day of the vote.
- 5.6 The vote shall be by secret ballot.
- 5.7 The appearance, format, and contents of the ballot shall be approved by the parties to this Agreement.
- 5.8 The Ratification Committee shall receive and tabulate all ballots.



- 6.0 Ratification of this Agreement by the Ta'an Kwach'an Council
- 6.1 The Ta'an Kwach'an Council shall be considered to have ratified this Agreement if no less than 50 percent plus one of the eligible voters cast a ballot approving this Agreement pursuant to 3.0 to 5.0.
- 6.2 The Ratification Committee shall, as soon as practical and in any event no later than seven days after the last day of the vote, tabulate and publish the results of the vote showing the total number of persons on the official voters list, the total number of ballots cast, the total number of ballots approving this Agreement, the total number not approving this Agreement, the total number of ballots spoiled, and the total number of ballots rejected. The Ratification Committee shall publish these results in the communities in which the official voters list was published pursuant to 3.3 and may publish the results in such other locations as the Ratification Committee determines.
- 6.3 The Ratification Committee shall prepare and submit to the parties to this Agreement, within 14 days after publishing the results pursuant to 6.2, a report setting out the results referred to in 6.2 and the details of the carrying out of the Ta'an Kwach'an Council ratification process.
- 6.4 After ratification of this Agreement by the Ta'an Kwach'an Council but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Hereditary Chief, on behalf of the Ta'an Kwach'an Council, may agree:
- 6.4.1 to minor amendments to the specific provisions of this Agreement;
  - 6.4.2 to amend Appendix A - Settlement Land Descriptions, attached to this Agreement; and
  - 6.4.3 to amend Appendix B - Maps, which forms a separate volume to this Agreement.



**7.0 Ratification of this Agreement by Government**

7.1 After the Ratification Committee conducts the vote, publishes the results and submits its report pursuant to 6.3, and if the results of the vote constitute a ratification of this Agreement by the Ta'an Kwach'an Council, this Agreement shall be presented by the Yukon Minister responsible for land claims agreements to the Executive Council for ratification and by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, both within three months after receipt of the report of the Ratification Committee or as soon as practical thereafter.

**8.0 Signing of this Agreement**

8.1 This Agreement shall be signed by representatives of the Ta'an Kwach'an Council, Canada and the Yukon as soon as practical after ratification by Government.

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

CHAPTER 2 - GENERAL PROVISIONS**Specific Provision**

- 2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the Teslin Tlingit Council, concluded in accordance with 2.1.1.

**Specific Provision**

- 2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the Teslin Tlingit Council Final Agreement, attached to this chapter.

**Specific Provision**

- (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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - Category 1 and 2 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (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 amend other specific provisions of this Agreement.

**Specific Provision**

- (a) The Yukon Minister responsible for land claims agreements 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, 6.1.8 or 16.11.4 of this Agreement, to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement, and to any amendment to Schedule B - Category 1 and 2 Traplines, attached to Chapter 16 - Fish and Wildlife.
- (b) The Commissioner in Executive Council may delegate to the Yukon Minister responsible for land claims agreements the authority to consent, on behalf of the Yukon, to amend other specific provisions of this Agreement.

**Specific Provision**

- (a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of the Teslin Tlingit Council by a resolution of the Teslin Tlingit Council General Council.
- (b) The Teslin Tlingit Council General Council shall provide Government with a certified copy of any resolution consenting to an amendment pursuant to 2.3.5.3(a), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).

**Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 is set out as map "Teslin Tlingit Council Traditional Territory, (TTCTT)", in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

- 2.9.3.1 Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Teslin Tlingit Council Traditional Territory pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims, attached to this chapter.

**Specific Provision**

- 2.11.4.1 The Teslin Tlingit Council described in the Legislation giving effect to the self-government agreement for the Teslin Tlingit Council is the legal entity referred to in 2.11.4.

**Specific Provision**

- 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Teslin Tlingit Council may cause any of its rights, obligations and liabilities set out in this Agreement to be held, on its behalf, by any legal entity wholly controlled by the Teslin Tlingit Council, provided any transfer does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.
- 2.11.7.2 The Teslin Tlingit Council, 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 Teslin Tlingit for any damage or loss suffered by Teslin Tlingit as a result of the failure of the Teslin Tlingit Council or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

SCHEDULE ARATIFICATION OF THE  
TESLIN TLINGIT COUNCIL FINAL AGREEMENT**1.0 Definitions**

In this schedule, the following definitions shall apply.

"Clan", "Clan Representative", "Executive" and "Council" have the same meaning as in the Constitution.

"Constitution" means the Teslin Tlingit Constitution dated August 10, 1991, as amended from time to time.

"Eligible Clan Members" means all persons who are on the Official Enrollment List on the date determined by the Executive pursuant to 5.1 and who will, as of the date so determined by the Executive, be at least 16 years of age.

"Official Enrollment List" means the official enrollment list for the Teslin Tlingit Council prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.

**2.0 General**

2.1 Ratification of this Agreement by the Teslin Tlingit Council, in accordance with this schedule, shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.

2.2 This Agreement shall be ratified by the Teslin Tlingit Council before being considered for ratification by Canada and the Yukon.

2.3 After the Teslin Tlingit Council and the Ratification Committee carry out their responsibilities under this schedule, and if the results constitute ratification of this Agreement by the Teslin Tlingit Council, this Agreement shall, within three months of its ratification by the Teslin Tlingit Council or as soon as practicable thereafter, be presented by the Yukon Minister responsible for land claims agreements to the Executive Council for approval, and by the Minister of Indian Affairs and Northern Development to Cabinet for approval.

2.4 The Executive, Council and Clan Representatives shall carry out their activities under this schedule in accordance with the Constitution.

### **3.0 Ratification Committee**

3.1 A Ratification Committee shall be established to carry out the responsibilities set out for it in this schedule.

3.2 The Ratification Committee shall consist of four persons, two named by the Executive and two named jointly by the Yukon and Canada.

3.3 The Ratification Committee shall be an independent body and act at arms-length from the parties to this Agreement and its members shall not be delegates of the party appointing them.

### **4.0 Ratification Budgets**

4.1 The Teslin Tlingit Council shall prepare a budget for carrying out its responsibilities, and the responsibilities of the Ratification Committee, in this process, subject to review and approval by Canada. The approved expenses of the Teslin Tlingit Council and the Ratification Committee shall be a charge on Canada.

### **5.0 Initiation of the Ratification Process**

5.1 The Executive shall determine the date on which the Ratification Committee is to commence carrying out its responsibilities under 7.2, which date shall be at least seven days after the Ratification Committee has been established.



5.2 The Executive shall advise the Ratification Committee forthwith of the date determined by it under 5.1.

#### **6.0 Eligible Clan Members List**

6.1 The Ratification Committee shall prepare the list of Eligible Clan Members, as soon as practicable after being advised by the Executive under 5.2 of the date determined by the Executive under 5.1.

#### **7.0 Information Campaign**

7.1 The Teslin Tlingit Council, shall prepare or have prepared, a summary of this Agreement and an explanation of this ratification process, which summary and explanation shall be subject to the review and approval of the Ratification Committee.

7.2 As soon as practicable after the date determined under 5.1, the Ratification Committee, with the assistance of the Clan Representatives, shall provide each Eligible Clan Member with the information referred to in 7.1, with notice that it has copies of this Agreement available upon request and with such other information as it considers necessary, and, if requested, a copy of this Agreement.

7.3 Without limiting the measures the Ratification Committee may take, mailing the information referred to in 7.2 to an Eligible Clan Member's last known address shall be sufficient to comply with the provisions of 7.2.

7.4 As soon as practicable after the date determined under 5.1, the Clan Representatives of each Clan, with the assistance of the Ratification Committee, shall conduct an information campaign which provides the Eligible Clan Members of their Clan with a reasonable opportunity to review the substance and details of this Agreement.

7.5 Without limiting the measures the Clan Representatives may take in conducting the information campaign under 7.4, the Clan Representatives shall:

7.5.1 make reasonable efforts to meet or speak directly with each Eligible Clan Member of their Clan; and

7.5.2 no earlier than 10 days after the date determined under 5.1, convene, on at least five days notice to each Eligible Clan Member of their Clan, a meeting of the Eligible Clan Members of their Clan to consider the substance and details of this Agreement.

7.6 To the extent practicable, Tlingit-English translation shall be provided at the meetings referred to in 7.5.2.

#### **8.0 Authorization of the Council**

8.1 The Clan Representatives of each Clan shall:

8.1.1 at the meeting of the Eligible Clan Members of their Clan referred to in 7.5.2, provide the Eligible Clan Members of their Clan in attendance with an opportunity to authorize, in a form substantially the same as annexed to this schedule, the Council to consider the ratification of this Agreement; and

8.1.2 for a period of 14 days subsequent to the meeting of the Eligible Clan Members of their Clan referred to in 7.5.2, provide the Eligible Clan Members of their Clan who did not attend that meeting with an opportunity to authorize, in a form substantially the same as annexed to this schedule, the Council to consider the ratification of this Agreement.

8.2 The Teslin Tlingit Council shall retain the original of each authorization and shall provide the Ratification Committee with a certified copy of each authorization.

8.3 If the Ratification Committee determines that a majority of the Eligible Clan Members of each Clan have within 14 days of the completion of the meeting of the Eligible Clan Members of their Clan referred to in 7.5.2, provided an authorization referred to in 8.1, it shall so notify the Executive.

**9.0 Ratification by the Council**

9.1 Upon receiving the notice referred to in 8.3, the Executive shall request the Council to hold a meeting to consider the substance and details of this Agreement, and to decide upon ratification of this Agreement.

9.2 At least seven days prior to the meeting of the Council referred to in 9.1, the Executive shall make reasonable efforts to advise every Eligible Clan Member:

9.2.1 of the date, time and place of the meeting referred to in 9.1;

9.2.2 of the Eligible Clan Member's right to attend and speak in the meeting; and

9.2.3 that the purpose of the meeting of the Council makes it an especially significant forum in which Eligible Clan Members may raise questions and concerns respecting this Agreement.

9.3 The Council shall be considered to have ratified this Agreement if, at the meeting referred to in 9.1, every member of the Council present agrees that it be ratified provided at least 20 Clan Representatives, made up of a least three Clan Representatives from each Clan, are present.

9.4 If the Council ratifies this Agreement, the Executive shall:

9.4.1 publish in Teslin and Whitehorse that this Agreement has been ratified by the Teslin Tlingit Council; and

9.4.2 provide Government with a certified copy of a resolution stating that this Agreement has been ratified in accordance with this schedule and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 9.3.

**10.0 Report by Ratification Committee**

- 10.1 The Ratification Committee shall keep detailed records of its activities which shall include a copy of all information provided by the Ratification Committee to Eligible Clan Members, including how and when that information was provided.
- 10.2 The Ratification Committee shall prepare and submit to the parties to this Agreement, within two weeks of publication by the Executive, pursuant to 9.4.1, of the ratification of this Agreement by the Teslin Tlingit Council, a detailed report on the carrying out of its responsibilities under this schedule, including a tabulation of the number of Eligible Clan Members, by Clan, and the number of authorizations provided under 8.1, by Clan, and copies of all its records.
- 10.3 The Ratification Committee shall, at the time it submits its report referred to in 10.2, provide Canada with the certified copies of all authorizations provided to the Ratification Committee under 8.2.
- 10.4 After ratification of this Agreement by the Teslin Tlingit Council but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the Teslin Tlingit Council, may agree:
- 10.4.1 to minor amendments to the specific provisions of this Agreement;
  - 10.4.2 to amend Appendix A - Settlement Land Descriptions, attached to this Agreement; and
  - 10.4.3 to amend Appendix B - Maps, which forms a separate volume to this Agreement.

**11.0 Signing of the Agreement**

- 11.1 This Agreement shall be signed by representatives of the Teslin Tlingit Council, Canada and the Yukon as soon as practicable after ratification by Government.

**ANNEX TO SCHEDULE A****TESLIN TLINGIT COUNCIL FINAL AGREEMENT  
AND SELF-GOVERNMENT AGREEMENT  
AUTHORIZATION FORM**

1. I, \_\_\_\_\_ (print or type name) of \_\_\_\_\_ (address) am a member of the \_\_\_\_\_ Clan of the Teslin Tlingit Council and I am on the Official Enrollment List for the Teslin Tlingit Council. I will be at least 16 years of age as of \_\_\_\_\_ (insert the date determined by the Executive under 5.1 for the Ratification Committee to commence carrying out its responsibilities under 7.2)

**LAND CLAIMS AGREEMENT**

2. I have received information material from the Ratification Committee and have spoken with my Clan Representatives about the Teslin Tlingit Council Final Agreement.
3. I understand that the Teslin Tlingit Council Final Agreement, if ratified (approved) by the Teslin Tlingit Council, by the Legislature of the Yukon and by the Parliament of Canada will be a land claims agreement and will affect my aboriginal rights.

**SELF-GOVERNMENT AGREEMENT**

4. I have received information and have spoken with my Clan Representatives about the Teslin Tlingit Council Self-Government Agreement.
5. I understand that the Teslin Tlingit Council Self-Government Agreement, if ratified (approved) will affect the manner in which I am governed.

**AUTHORIZATION**

6. By signing this form, I authorize the Council to decide whether:
- a) to ratify (approve) the Teslin Tlingit Council Final Agreement, on my behalf and on behalf of the Teslin Tlingit Council; and

- b) to ratify (approve) the Teslin Tlingit Council Self-Government Agreement on my behalf and on behalf of the Teslin Tlingit Council.

\_\_\_\_\_ (signature)

dated at \_\_\_\_\_ (place) this \_\_\_\_\_ day of  
\_\_\_\_\_, 1993.

I, \_\_\_\_\_ (print or type name) of  
\_\_\_\_\_ (address) was present and saw  
\_\_\_\_\_ (print or type name) sign this

Authorization, \_\_\_\_\_ (signature of witness)

**ONLY TO BE COMPLETED BY PERSONS WHO ARE REGISTERED AS  
INDIANS WITH THE TESLIN TLINGIT COUNCIL INDIAN BAND.**

7. I understand that the Teslin Tlingit Council Self-Government Agreement, if ratified (approved), will signify approval of:
- a) the vesting of all Reserves set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band in the Teslin Tlingit Council referred to in 9.0 of the Teslin Tlingit Council Self-Government Agreement; and
  - b) the transfer of all assets set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band to the Teslin Tlingit Council referred to in 9.0 of the Teslin Tlingit Council Self-Government Agreement,
- and authorizes Canada to take necessary measures to effect the change in the status of all Reserves.



8. By signing this form, I authorize the Council to decide whether to:

- a) assent to the vesting of all Reserves set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band in the Teslin Tlingit Council referred to in 9.0 of the Teslin Tlingit Council Self-Government Agreement;
- b) assent to the transfer of all assets set aside or held by Canada for the use and benefit of the Teslin Tlingit Council Indian Band to the Teslin Tlingit Council referred to in 9.0 of the Teslin Tlingit Council Self-Government Agreement; and
- c) authorize Canada to take necessary measures to effect the change in the status of all Reserves.

\_\_\_\_\_ (signature)

dated at \_\_\_\_\_ (place) this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

I, \_\_\_\_\_ (print or type name) of \_\_\_\_\_ (address) was present and saw \_\_\_\_\_ (print or type name) sign this

Authorization, \_\_\_\_\_ (signature of witness)



**SCHEDULE B****RESOLUTION OF OVERLAPPING CLAIMS****1.0 Definitions**

In this schedule, the following definitions shall apply.

"Contiguous Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates an Overlapping Area.

"Overlapping Area" is that part of a Yukon First Nation's Traditional Territory which overlaps with the Teslin Tlingit Council Traditional Territory.

"Overlapping Yukon First Nation" means a Yukon First Nation which has an Overlapping Area.

"Overlapping Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement for an Overlapping Yukon First Nation.

**2.0 Agreements**

2.1 The Teslin Tlingit Council 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.

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 Teslin Tlingit Council 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 time when a dispute may be referred to a 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 Teslin Tlingit Council 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.

### 3.0 **Dispute Resolution**

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 Teslin Tlingit Council 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 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 Teslin Tlingit Council, in addition to any other powers provided in Chapter 26 - Dispute Resolution; and

3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.

3.3 The parties to this Agreement may amend a Contiguous Boundary with the consent of the adjacent Yukon First Nation.

3.4 A map or other description of the location of a Contiguous Boundary agreed to by the parties to this Agreement or awarded by a person appointed under 3.1 shall be included in Appendix B - Maps, which forms a separate volume to this Agreement, without any further action by the parties to this Agreement.

#### **4.0 Application of this Agreement in an Overlapping Area**

4.1 All of the provisions of this Agreement shall apply in that part of the Teslin Tlingit Council Traditional Territory which, from time to time, is included in an Overlapping Area except the following which shall not apply:

4.1.1 Chapter 10 - Special Management Areas - 10.3.3 and 10.5.5;

4.1.2 Chapter 13, Heritage - 13.9.0 and 13.12.1.1 to 13.12.1.6 inclusive;

4.1.3 Chapter 16 - Fish and Wildlife, except 16.1.0 to 16.4.0 inclusive, 16.5.1.1(a), 16.5.1.8 to 16.5.4 inclusive, 16.7.0, 16.8.0, 16.9.0 except 16.9.1.3 which shall not apply, 16.10.0, 16.11.11 to 16.12.0 to 16.15.0 inclusive and Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, all of which shall apply;

4.1.4 Chapter 17 - Forest Resources - 17.4.0, and 17.14.2.1 to 17.14.2.8 inclusive; and

4.1.5 Chapter 22 - Economic Development Measures - 22.3.3.5, 22.3.6.1, and Schedule A - Economic Measures.

**5.0 Other Yukon First Nation Final Agreements**

- 5.1 Where there is an inconsistency or conflict between a provision of this Agreement which applies in an Overlapping Area and a provision of an Overlapping Yukon First Nation Final Agreement which applies in the Overlapping Area, the provision of this Agreement which is inconsistent or in conflict shall not apply, to the extent of the inconsistency or conflict.
- 5.2 Government shall make best efforts:
- 5.2.1 to ensure that provisions substantially the same as this schedule are included in an Overlapping Yukon First Nation Final Agreement; and
  - 5.2.2 to conclude of each Overlapping Yukon First Nation Final Agreement 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 Overlapping Yukon First Nation Final Agreement and this Agreement in any manner other than as set out in this schedule, without the consent of the Teslin Tlingit Council.

**6.0 Traplines**

- 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 Teslin Tlingit Council Traditional Territory; or
  - 6.1.2 the Teslin Tlingit Council and the Overlapping Yukon First Nation agree.

**7.0 Consultation in the Overlapping Area**

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

**CHAPTER 2 - GENERAL PROVISIONS****Specific Provision**

2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the Tr'ondëk Hwëch'in, concluded in accordance with 2.1.1.

**Specific Provision**

2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the Tr'ondëk Hwëch'in Final Agreement, attached to this chapter.

**Specific Provision**

- (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 and to any amendment to Schedule E - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
- (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;

**Specific Provision**

- (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 and to any amendment to Schedule E - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;



- (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;

**Specific Provision**

- (a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of the Tr'ondëk Hwëch'in by resolution at a regular or special meeting of the General Assembly;
- (b) the Tr'ondëk Hwëch'in Council shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3(a) and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).

**Specific Provision**

- 2.4.3.1 Government shall Consult with the Tr'ondëk Hwëch'in during the drafting of any amendment to Settlement Legislation which affects the Tr'ondëk Hwëch'in.

**Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 delineating the Traditional Territory of the Tr'ondëk Hwëch'in is set out as map "Dawson First Nation Traditional Territory, (DFNTT)" in Appendix B - Maps, which forms a separate volume to this Agreement.



**Specific Provision**

- 2.9.3.1 Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Traditional Territory of the Tr'ondëk Hwëch'in pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims, attached to this chapter.

**Specific Provision**

- 2.11.4.1 The Tr'ondëk Hwëch'in, described as the Dawson First Nation in the Legislation giving effect to the Tr'ondëk Hwëch'in Self-Government Agreement is the legal entity referred to in 2.11.4.

**Specific Provision**

- 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in, or wholly controlled by the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in, 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 Tr'ondëk Huch'in for any damage or loss suffered by Tr'ondëk Huch'in as a result of any failure of the Tr'ondëk Hwëch'in or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

**SCHEDULE A****RATIFICATION OF THE TR'ONDĚK HWĒCH'IN  
FINAL AGREEMENT****1.0 General**

- 1.1 Ratification of this Agreement by the Tr'onděk Hwĕch'in in accordance with this schedule shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.
- 1.2 This Agreement shall be ratified by the Tr'onděk Hwĕch'in before being considered for ratification by Canada and the Yukon.
- 1.3 Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.

**2.0 Ratification Committee**

- 2.1 Upon initialling of this Agreement by the negotiators, signifying their intent to recommend it for ratification to their principals, a ratification committee (the "Ratification Committee") shall be established with responsibility for conducting the Tr'onděk Hwĕch'in ratification process.
- 2.2 The Ratification Committee shall consist of four persons, two named by the Tr'onděk Hwĕch'in and two named jointly by Canada and the Yukon.
- 2.3 The Ratification Committee shall be an independent body and act at arm's-length from the parties to this Agreement and its members shall not be delegates of those who name them.

2.4 Following discussions with the Tr'ondëk Hwëch'in, the Ratification Committee shall prepare a budget for the ratification process, subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.

### **3.0 Official Voters List**

3.1 The Ratification Committee shall prepare an official voters list which shall be comprised of all persons who are on the Official Enrollment List as of the day 45 days before the first day of the vote, and who will be, as of the last day of the vote, at least 18 years of age.

3.2 For the purposes of this schedule, "Official Enrollment List" means the official enrollment list for the Tr'ondëk Hwëch'in prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.

3.3 At least 30 days before the first day of the vote, the Ratification Committee shall publish the official voters list in the City of Dawson, the City of Whitehorse and such other communities as it considers necessary.

3.4 The Ratification Committee shall add to the official voters list any person, upon the request of that person, who at any time up to and including the last day of the vote is added to the Official Enrollment List and who will be, as of the last day of the vote at least 18 years of age.

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

### **4.0 Information Campaign**

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

4.2 Only printed, audio and visual material submitted by the Ratification Committee to, and approved by, the parties shall be made available or distributed to eligible voters by the Ratification Committee pursuant to 4.1. Material submitted by the Ratification Committee to a party shall be considered approved by that party unless the Ratification Committee receives written notice otherwise within 15 calendar days of the material being received by that party.

## 5.0 Voting Process

5.1 The day or days for the vote on the ratification of this Agreement shall be determined by the Council of the Tr'onděk Hwēch'in and they shall advise the Ratification Committee in writing of the day or days determined at least 90 days before the first day of the vote.

5.2 The vote shall be held at the City of Dawson, the City of Whitehorse and such other places as the Ratification Committee considers necessary.

5.3 The Ratification Committee shall determine the means by which votes shall be cast, which may include mail-in ballots. The Ratification Committee shall make reasonable efforts to provide all eligible voters with a reasonable opportunity to vote. The Ratification Committee may conduct an advance vote on the day 14 days before the first day of the vote determined pursuant to 5.1.

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

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

5.6 The vote shall be by secret ballot.

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

5.8 The Ratification Committee shall receive and tabulate all ballots.

**6.0 Ratification of this Agreement by the Tr'ondëk Hwëch'in**

- 6.1 The Tr'ondëk Hwëch'in shall be considered to have ratified this Agreement if no less than 50 percent plus one of the eligible voters cast a ballot approving this Agreement pursuant to 3.0 to 5.0.
- 6.2 The Ratification Committee shall, as soon as practical and in any event no later than seven days after the last day of the vote, tabulate and publish the results of the vote showing the total number of persons on the official voters list, the total number of ballots cast, the total number of ballots approving this Agreement, the total number of ballots not approving this Agreement, the total number of ballots spoiled, and the total number of ballots rejected. The Ratification Committee shall publish these results in the communities in which the official voters list was published pursuant to 3.3 and may publish the results in such other locations as the Ratification Committee determines.
- 6.3 The Ratification Committee shall prepare and submit to the parties to this Agreement, within 14 days after publishing the results pursuant to 6.2, a report setting out the results referred to in 6.2, and the details of the carrying out of the Tr'ondëk Hwëch'in ratification process.
- 6.4 After ratification of this Agreement by the Tr'ondëk Hwëch'in but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the Tr'ondëk Hwëch'in, may agree:
- 6.4.1 to minor amendments to the specific provisions of this Agreement;
  - 6.4.2 to amend Appendix A - Settlement Land Descriptions, attached to this Agreement; and
  - 6.4.3 to amend Appendix B - Maps, which forms a separate volume to this Agreement.

**7.0 Ratification of this Agreement by Government**

7.1 After the Ratification Committee conducts the vote, publishes the results and submits its report pursuant to 6.3, and if the results of the vote constitute a ratification of this Agreement by the Tr'ondëk Hwëch'in, this Agreement shall be presented by the Yukon Minister with responsibility for land claims to the Executive Council for ratification and by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, both within three months after receipt of the report of the Ratification Committee or as soon as practical thereafter.

**8.0 Signing of this Agreement**

8.1 This Agreement shall be signed by representatives of the Tr'ondëk Hwëch'in, Canada and the Yukon as soon as practical after ratification by Government.

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

8.2.1 Government shall Consult with the Tr'ondëk Hwëch'in before recommending to the Governor in Council or the Commissioner in Executive Council, as the case may be, the orders-in-council approving, giving effect to and declaring valid this Agreement.



**SCHEDULE B****RESOLUTION OF OVERLAPPING CLAIMS****1.0 Definitions**

In this schedule, the following definitions shall apply.

"Contiguous Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates an Overlapping Area.

"Overlapping Area" is that part of a Yukon First Nation's Traditional Territory which overlaps the Traditional Territory of the Tr'ondëk Hwëch'in.

"Overlapping Yukon First Nation" means a Yukon First Nation which has an Overlapping Area.

"Overlapping Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement for an Overlapping Yukon First Nation.

**2.0 Agreements**

- 2.1 The Tr'ondëk Hwëch'in 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.
- 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 Tr'ondëk Hwëch'in 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 dispute 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 Tr'ondëk Hwëch'in 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.

### 3.0 Dispute Resolution

- 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 Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in, in addition to the other powers provided in Chapter 26 - Dispute Resolution; and

3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.

3.3 The parties to this Agreement may amend a Contiguous Boundary with the consent of the adjacent Yukon First Nation.

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

#### **4.0 Application of this Agreement in an Overlapping Area**

4.1 All of the provisions of this Agreement shall apply in that part of the Traditional Territory of the Tr'ondek Hwēch'in which, from time to time, is included in an Overlapping Area except the following which shall not apply:

4.1.1 Chapter 10 - Special Management Areas - 10.3.3 and 10.5.5;

4.1.2 Chapter 13 - Heritage - 13.12.1.1 to 13.12.1.8 inclusive;

4.1.3 Chapter 16 - Fish and Wildlife, except 16.1.0 to 16.4.0 inclusive, 16.5.1.1(a), 16.5.1.8 to 16.5.4 inclusive, 16.7.0, 16.8.0, 16.9.1.1, 16.9.1.2, 16.9.2 to 16.9.17 inclusive, 16.10.0, 16.11.11 to 16.11.13 inclusive, 16.12.0 to 16.15.0 inclusive and Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, all of which shall apply;

4.1.4 Chapter 17 - Forest Resources - 17.4.0, 17.5.4.2, 17.5.4.3 and 17.14.2.1 to 17.14.2.11 inclusive; and

- 4.1.5 Chapter 22 - Economic Development Measures - 22.3.3.5, 22.3.6.1, and Schedule A - Economic Measures.

## **5.0 Other Yukon First Nation Final Agreements**

- 5.1 Where there is an inconsistency or conflict between a provision of this Agreement which applies in an Overlapping Area and a provision of an Overlapping Yukon First Nation Final Agreement which applies in the Overlapping Area, the provision of this Agreement which is inconsistent or in conflict shall not apply, to the extent of the inconsistency or conflict.
- 5.2 Government shall make best efforts:
- 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 Tr'ondëk Hwëch'in.

## **6.0 Traplines**

- 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 Tr'ondëk Hwëch'in; or

6.1.2 the Tr'ondëk Hwëch'in and the Overlapping Yukon First Nation agree.

**7.0 Consultation in the Overlapping Area**

7.1 Government shall Consult with the Tr'ondëk Hwëch'in respecting any matter in an Overlapping Area which may affect the rights of Tr'ondëk Huch'in or the Tr'ondëk Hwëch'in set out in this Agreement but which, pursuant to 4.1.1 to 4.1.5, do not apply in an Overlapping Area.

CHAPTER 2 - GENERAL PROVISIONS**Specific Provision**

2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the Vuntut Gwitchin First Nation, concluded in accordance with 2.1.1.

**Specific Provision**

2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the Vuntut Gwitchin First Nation Final Agreement, attached to this chapter.

2.3.5.1

**Specific Provision**

- (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 and to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement.
- (b) The Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to amend other specific provisions of this Agreement.

## 2.3.5.2

**Specific Provision**

- (a) The Yukon Minister responsible for land claims agreements 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 and to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement.
- (b) The Commissioner in Executive Council may delegate to the Yukon Minister responsible for land claims agreements the authority to consent, on behalf of the Yukon, to amend other specific provisions of this Agreement.

## 2.3.5.3

**Specific Provision**

- (a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of the Vuntut Gwitchin First Nation by a resolution of the Chief and Council.
- (b) The Chief and Council shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3 (a), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3 (a).
- (c) The parties to this Agreement shall Consult the Gwitchin Tribal Council with respect to any amendment to this Agreement which may affect the Tetlit Gwitchin in the Secondary Use Area.

**Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 is set out as map, Vuntut Gwitchin First Nation Traditional Territory, (VGTT), in Appendix B - Maps, which forms a separate volume to this Agreement.



**Specific Provision**

- 2.9.3.1 Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Vuntut Gwitchin First Nation Traditional Territory pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims, attached to this chapter.

**Specific Provision**

- 2.11.4.1 The Vuntut Gwitchin First Nation described in the Legislation giving effect to the self-government agreement for the Vuntut Gwitchin First Nation is the legal entity referred to in 2.11.4.

**Specific Provision**

- 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Vuntut Gwitchin First Nation may cause any of its rights, obligations and liabilities set out in this Agreement to be held, on its behalf, by any legal entity wholly controlled by the Vuntut Gwitchin First Nation, provided any transfer does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.
- 2.11.7.2 The Vuntut Gwitchin 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 Vuntut Gwitchin for any damage or loss suffered by Vuntut Gwitchin as a result of the failure of the Vuntut Gwitchin First Nation or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

SCHEDULE ARATIFICATION OF THE VUNTUT GWITCHIN FIRST NATION  
FINAL AGREEMENT

- 1.0       **General**
- 1.1       Ratification of this Agreement by the Vuntut Gwitchin First Nation in accordance with this schedule shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.
- 1.2       This Agreement shall be ratified by the Vuntut Gwitchin First Nation before being considered for ratification by Canada and the Yukon.
- 1.3       Government shall consider the ratification of this Agreement within three months after the publication of its ratification by the Vuntut Gwitchin First Nation or as soon as practicable thereafter.
- 2.0       **Ratification Committee**
- 2.1       A Ratification Committee shall be established with responsibility for conducting the Vuntut Gwitchin First Nation ratification process.
- 2.2       The Ratification Committee shall consist of three persons, two named by the Vuntut Gwitchin First Nation and one named jointly by Canada and the Yukon.
- 2.3       The Vuntut Gwitchin First Nation shall prepare a budget for the ratification process, subject to review and approval by Canada. The approved expenses of the Committee shall be a charge on Canada.

**3.0 Official Voters List**

3.1 The Ratification Committee shall prepare an official voters list which shall be comprised of all persons who are on the Official Enrollment List as of the date 30 days prior to the date of the vote who will be, on the date of the vote, at least 16 years of age and who consent to be on the official voters list.

3.1.1 For the purposes of 3.0, the "Official Enrollment List" means the official enrollment list for the Vuntut Gwitchin First Nation prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.

3.1.2 The Ratification Committee shall inform all persons eligible to be on the official voters list of the significance of consenting to be on that list.

3.1.3 Without limiting the measures the Ratification Committee may take to inform persons under 3.1.2, providing notice in writing to each person's last known address shall be sufficient.

3.2 At least two weeks prior to the vote, the Ratification Committee shall publish an official voters list in Old Crow, Whitehorse and other such communities as the Ratification Committee considers necessary.

3.3 The Ratification Committee shall add to the official voters list any person eligible to be on the list who, at any time up to and including the date of the vote, consents to be on the list.

3.4 All persons on the official voters list shall be entitled to vote.

**4.0 Information Campaign**

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

- 5.0 Voting Process
- 5.1 The date or dates for the vote on the ratification of this Agreement shall be determined by the Chief and Council.
- 5.2 The vote shall be held at Old Crow, Whitehorse and other such places as the Ratification Committee determines necessary.
- 5.3 The Ratification Committee shall determine the means by which votes shall be cast, which may include mail-in ballots. The Ratification Committee shall make reasonable efforts to provide all eligible voters with a reasonable opportunity to vote. The Ratification Committee may conduct an advance vote.
- 5.4 The vote shall be held on the same date or dates in all polling locations.
- 5.5 The date of the vote and the polling locations shall be posted in each community in which a ballot may be cast.
- 5.6 The vote shall be by secret ballot.
- 5.7 The appearance, format, and contents of the ballot shall be approved by the parties to this Agreement.
- 5.8 The Ratification Committee shall receive and tabulate all ballots.

- 6.0 Ratification of the Agreement by the Vuntut Gwitchin First Nation
- 6.1 The Vuntut Gwitchin First Nation will have ratified this Agreement if more than:
- 6.1.1 50 percent of the persons eligible to be on the official voters list consent to be on the list; and
  - 6.1.2 more than 50 percent of the eligible voters cast a ballot approving this Agreement.
- 6.2 The Ratification Committee shall tabulate and publish figures showing:
- 6.2.1 the total number of persons eligible to be on the official voters list and the total number of persons who consented to be on the list; and
  - 6.2.2 the total number of ballots cast, the total number of ballots approving this Agreement, the total number not approving this Agreement, the total number of ballots spoiled, and the total number of ballots rejected, but none of these figures shall be tabulated on a community basis or any basis other than the aggregate vote.
- 6.3 The Ratification Committee shall publish the results referred to in 6.2 in Old Crow and Whitehorse and may publish the results in any other location the Committee determines.
- 6.4 The Ratification Committee shall prepare and submit to the parties to this Agreement, within two weeks of publication of the results, a report on the carrying out of the Vuntut Gwitchin ratification process.
- 6.5 After ratification of this Agreement by the Vuntut Gwitchin First Nation but prior to submission of this Agreement for ratification by Canada, the negotiators, on behalf of Government, and the Chief, on behalf of the Vuntut Gwitchin First Nation, may agree:
- 6.5.1 to minor amendments to the specific provisions of this Agreement; and
  - 6.5.2 to amend Appendix A - Settlement Land Descriptions, attached to this Agreement.

**7.0 Ratification of the Agreement by Government**

7.1 After the Ratification Committee conducts the vote, publishes the results, and reports to the parties under 6.4, and if the results of the vote constitute a ratification of this Agreement by the Vuntut Gwitchin First Nation, this Agreement shall be presented by the Yukon Minister responsible for land claim agreements to the Executive Council for approval, and by the Minister of Indian Affairs and Northern Development to Cabinet for approval.

**8.0 Signing of the Agreement**

8.1 This Agreement shall be signed by representatives of the Vuntut Gwitchin First Nation, Canada and the Yukon as soon as practicable after ratification by Government.



SCHEDULE BRESOLUTION OF OVERLAPPING CLAIMS**1.0 Definitions**

In this schedule the following definitions shall apply:

"Overlapping Area" is that part of a Yukon First Nation's Traditional Territory which overlaps the Vuntut Gwitchin First Nation Traditional Territory.

"Overlapping Yukon First Nation" means a Yukon First Nation which has an Overlapping Area.

"Overlapping Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement for an Overlapping Yukon First Nation.

**2.0 Agreements**

2.1 The Vuntut Gwitchin First Nation shall make best efforts to reach agreement with each Overlapping Yukon First Nation on a contiguous boundary which eliminates the Overlapping Area.

2.2 An agreement referred to in 2.1 is subject to approval by the other parties to this Agreement.

2.3 At any time at least six months prior to the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1, the Vuntut Gwitchin 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 which eliminates the Overlapping Area.

2.4 A panel of elders referred to in 2.3 shall make its recommendations in writing no later than the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1. The costs of the panel shall be paid by the Yukon First Nations appointing the panel.

- 2.5 A recommendation of a panel which is accepted by the Vuntut Gwitchin 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.
- 3.0 Dispute Resolution**
- 3.1 In the absence of an approved agreement 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 establishment 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 Vuntut Gwitchin 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 Vuntut Gwitchin 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.

3.3 The parties to this Agreement shall, as soon as practicable, amend the Vuntut Gwitchin First Nation Traditional Territory to conform to the boundary described in an approved agreement referred to in 2.2 or 2.5 or an award of a person appointed to resolve a dispute under 3.1.

3.4 The parties to this Agreement may amend the boundary referred to in 3.3, with the consent of the adjacent Yukon First Nation.

#### 4.0 Application of this Agreement in an Overlapping Area

4.1 Only the following provisions of this Agreement shall apply in that part of the Vuntut Gwitchin First Nation Traditional Territory which, from time to time, is included in an Overlapping Area:

- 4.1.1 Chapter 1 - Definitions,
- Chapter 2 - General Provisions,
- Chapter 3 - Eligibility and Enrollment,
- Chapter 4 - Reserves and Land Set Aside,
- Chapter 5 - Tenure and Management of Settlement Land,
- Chapter 6 - Access,
- Chapter 7 - Expropriation,
- Chapter 8 - Surface Rights Board,
- Chapter 9 - Settlement Land Amount,
- Chapter 11 - Land Use Planning,
- Chapter 12 - Development Assessment,
- Chapter 14 - Water Management,
- Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land
- Chapter 18 - Non-Renewable Resources,
- Chapter 19 - Financial Compensation,
- Chapter 20 - Taxation,
- Chapter 21 - Taxation of Settlement Land,
- Chapter 23 - Resource Royalty Sharing,
- Chapter 24 - Yukon Indian Self-Government,
- Chapter 25 - Transboundary Agreements,
- Chapter 26 - Dispute Resolution,
- Chapter 27 - Yukon Fish and Wildlife Enhancement Trust,
- Chapter 28 - Implementation and Training for Settlement Implementation;

- 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 Vuntut Gwitchin First Nation.
- 6.0 Consultation in the Overlapping Area respecting Renewable Resources
- 6.1 Government shall Consult with the Vuntut Gwitchin First Nation respecting any matter in an Overlapping Area which may affect the rights of Vuntut Gwitchin or the Vuntut Gwitchin First Nation set out in this Agreement and which apply in an Overlapping Area pursuant to 4.1.

CHAPTER 4 - RESERVES AND LAND SET ASIDE**Specific Provision**

- 4.3.6.1 Where the Minister of Indian Affairs and Northern Development accepts for negotiation, prior to March 31, 1994, any one or more of the specific claims made by the Champagne and Aishihik First Nations alleging that land at:

Klukshu, designated R-60A on Territorial Resource Base Map 115 A/6 and 115 A/7, dated July 10, 1992, in Appendix B - Maps which forms a separate volume to this Agreement comprising Reservation 115A06-0000-00019 being Lot 22, Group 803, Plan 42239 CLSR, 20939 LTO of 80.94 hectares more or less;

Champagne # 12, designated R-62FS and R-63FS on Territorial Resource Base Map 115 A/16, dated July 10, 1992, in Appendix B - Maps which forms a separate volume to this Agreement comprising Reservation 115A16-0000-00033 being Lot 4, Group 803, Plan 43115 CLSR, 22157 LTO, of 5.990 hectares more or less;

Champagne, designated R-65B, R-42B and R-67A on Territorial Resource Base Maps 115 A/15 and 115 A/16, dated July 10, 1992, in Appendix B - Maps which forms a separate volume to this Agreement comprising Reservation 115A15-0000-00001 being Lot 1004, Quad 115 A/16, Plan 71445 CLSR, 88-102 LTO, of 1620 hectares more or less and saving and excepting 4.0 metre trail and subject to powerline right of way;

Kloo Lake, designated, R-69B and R-47B on Territorial Resource Base Map 115 A/13, dated July 10, 1992, in Appendix B - Maps which forms a separate volume to this Agreement comprising Reservation 115A13-0000-00067 being the unsurveyed lot located in Quad 115 A/13 of the surveyed area of the Reserve being approximately 535.00 hectares;

**Specific Provisions Cont'd**

Haines Junction, designated C-27B and C-28B on the Reference Plan for Haines Junction, dated July 10, 1992, in Appendix B - Maps which forms a separate volume to this Agreement comprising Reservation 115A14-0000-00027 being the remainder of Lot 30, Group 803, Plan 43243 CLSR, 22673 LTO of 15.337 hectares more or less and Lot 1, Block 38, Plan 69548 CLSR, 67494 LTO of 0.847 hectares more or less;

Aishihik, designated R-71A and R-72A on Territorial Resource Base Maps 115 H/11 and 115 H/12, dated July 10, 1992, in Appendix B - Maps which forms a separate volume to this Agreement comprising Reservation 115H12-0000-00001 consisting of Lot 1000, Quad 115 H/12, Plan 71674 CLSR, 88-153 LTO of 197.00 hectares more or less; or

Canyon, designated R-73B on Territorial Resource Base Map 115 A/14, comprising Reservation 115A14-0000-00036 being Lot 1015, Quad 115 A/14, Plan 71241 CLSR, 88-24 LTO of 287.00 hectares more or less and S-20B on Territorial Resource Base Map 115 A/14, comprising Reservation 115A14-0000-00003 being Lot 1014, Quad 115 A/14, Plan 71233 CLSR, 88-21 LTO, of 4.07 hectares, more or less;

is a Reserve for the Champagne and Aishihik First Nations and the Minister, 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 Champagne and Aishihik First Nations, the Champagne and Aishihik First Nations shall:

- (a) notify the Minister that it elects to retain that land as Settlement Land, or



Specific Provisions Cont'd

(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 that land to be a Reserve for the Champagne and Aishihik First Nations, that land shall be retained as a Reserve pursuant to 4.1.1.1, and shall cease to be Settlement Land.

4.3.6.2 If the Champagne and Aishihik First Nations 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.



CHAPTER 4 - RESERVES AND LAND SET ASIDE

## Specific Provision

- 4.3.6.1 Where the Little Salmon/Carmacks First Nation submits, prior to the Effective Date of this Agreement, one or more specific claims alleging that land at:

Little Salmon River #10, comprising parts of R-44B, R-45B and the Major Highway known as the Campbell Highway as shown on Territorial Resource Base Map 105 L/4, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement, comprising Reservation 105L04-0000-0002 being Lot 3, Group 904, Plan 1454 CLSR of 236.23 hectares more or less;

Carmacks #11, shown as C-2B on the Reference Plan of Carmacks, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement, comprising Reservation 115I01-0000-0010 being Lot 48, Group 903, Plan 2121 CLSR, 66557 LTO of 133.87 hectares more or less;  
or

Carmacks Landing #12, shown as C-1B/D on the Reference Plan of Carmacks, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement, comprising Reservation 115I01-0000-0009 being Lot 125, Group 903, Plan 50011 CLSR, 23344 LTO of 96.32 hectares more or less;

is a Reserve for the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation, the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation, that land shall be retained as a Reserve pursuant to 4.1.1.1, and shall cease to be Settlement Land.

4.3.6.2 If the Little Salmon/Carmacks 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.

CHAPTER 4 - RESERVES AND LAND SET ASIDE

Specific Provision

- (a) The McQuesten Reserve #3 is retained as a Reserve in accordance with 4.1.1.1.

CHAPTER 4 - RESERVES AND LAND SET ASIDE**Specific Provision**

- 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;

**Specific Provision Cont'd**

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.

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.

CHAPTER 4 - RESERVES AND LAND SET ASIDE

Specific Provision

4.1.1.1            to be discussed



**CHAPTER 4 - RESERVES AND LAND SET ASIDE****Specific Provision**

- (a) The Teslin Post Indian Reserve #13 is retained as a Reserve in accordance with 4.1.1.1, being the area shown as Reserved Land #13 on the Reference Plan of Teslin, dated December 14, 1992, in Appendix B - Maps, which forms a separate volume to this Agreement, and as shown on the plan of survey recorded in the Canada Lands Surveys Records (CLSR) in Ottawa as number 72060, a copy of which is filed in the Land Titles Office (LTO) in Whitehorse, Yukon Territory, under number 89-61.
- (b) The Nisultin Indian Reserve #14 is retained as a Reserve in accordance with 4.1.1.1, being the area shown as Reserved Land #14 on Territorial Resource Base Map 105 C/2, dated December 14, 1992, in Appendix B - Maps, which forms a separate volume to this Agreement, and as shown on the plan of survey recorded in the Canada Lands Surveys Records (CLSR) in Ottawa as number 68929, a copy of which is filed in the Land Titles Office (LTO) in Whitehorse, Yukon Territory, under number 69892.

**Specific Provision Cont'd**

- (c) The Nisutlin Bay Indian Reserve #15 is retained as a Reserve in accordance with 4.1.1.1, being the area shown as Reserved Land #15 on the Reference Plan of Teslin, dated December 14, 1992, in Appendix B - Maps, which forms a separate volume to this Agreement, and as shown on the plan of survey recorded in the Canada Lands Surveys Records (CLSR) in Ottawa as number 72802, a copy of which is filed in the Land Titles Office (LTO) in Whitehorse, Yukon Territory, under number 90-45.

**Specific Provision**

4.3.6.1 Where the Minister of Indian Affairs and Northern Development accepts for negotiation, prior to march 31, 1994, the specific claim made by the Teslin Tlingit Council for a declaration that the land at:

Teslin, designated as C-6B/D and C-33B/D on the Reference Plan of Teslin, dated December 14, 1992, in Appendix B - Maps, which forms a separate volume to this Agreement, being the land described in Order-in-Council P.C. 1953-935 as amended by Order-in-Council P.C. 1960-987,

is a Reserve for the Teslin Tlingit Council and the Minister, 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 Teslin Tlingit Council, the Teslin Tlingit Council shall:

- (a) notify the Minister that it elects to retain that land as a 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 that land to be a Reserve for the Teslin Tlingit Council, that land shall be retained as a Reserve pursuant to 4.1.1.1, and shall cease to be Settlement Land.

4.3.6.2 If the Teslin Tlingit council 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.

CHAPTER 4 - RESERVES AND LAND SET ASIDE**Specific Provision**

- (a) Moosehide Creek Indian Reserve No. 2, comprising Lot 1005, Quad 116 B/3, Plan 70224 CLSR, 78698 LTO, and Lots 1042 and 1043, Quad 116 B/3, Plan 76844 CLSR, 95-13 LTO is retained as a Reserve in accordance with 4.1.1.1 and specific provisions in respect thereof are set out in the Tr'ondëk Hwëch'in Self-Government Agreement;
  
- (b) Moosehide Creek Indian Reserve No. 2B, comprising Lot 571, Group 1052, Plan 43505 CLSR, 23098 LTO is retained as a Reserve in accordance with 4.1.1.1 and specific provisions in respect thereof are set out in the Tr'ondëk Hwëch'in Self-Government Agreement;

CHAPTER 4 - RESERVES AND LAND SET ASIDE

4.4.2.1

**Specific Provision**

- (a) The release described in 4.4.2 does not apply to any Reserve there may be at Rampart House, as defined in Schedule B - Rampart House Historic Site and Lapierre House Historic Site, attached to Chapter 13 - Heritage, until May 31, 1996.

CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND**Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the Champagne and Aishihik First Nations required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps referred to in 5.3.1 are set out in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

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

**Specific Provision**

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

CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND

**Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the Little Salmon/Carmacks First Nation required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps of Settlement Land referred to in 5.3.1 are set out in Appendix B - Maps, which forms a separate volume to this Agreement.



CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND

**Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the First Nation of Nacho Nyak Dun required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps of Settlement Land referred to in 5.3.1 are set out in Appendix B - Maps, which forms a separate volume to this Agreement.

CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND

**Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the Selkirk First Nation required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps of Settlement Land referred to in 5.3.1 are set out in Appendix B - Maps, which forms a separate volume to this Agreement.

CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND**Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the Ta'an Kwach'an Council required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps of Settlement Land referred to in 5.3.1 are set out in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

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

**Specific Provision**

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

**CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND****Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the Teslin Tlingit Council required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps of Settlement Land referred to in 5.3.1 are set out in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

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

**Specific Provision**

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

**CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND****Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the Tr'ondëk Hwëch'in required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps of Settlement Land referred to in 5.3.1 are set out in Appendix B - Maps, which forms a separate volume to this Agreement.

**Specific Provision**

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

**Specific Provision**

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

CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND**Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the Vuntut Gwitchin First Nation required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps referred to in 5.3.1 are set out in Appendix B - Maps, which form a separate volume to this Agreement.

**Specific Provision**

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

**Specific Provision**

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

CHAPTER 6 - ACCESS**Specific Provision**

- 6.1.2.1 An outfitting concession holder shall have a right of access to use Settlement Land for outfitting until the 30th day of November following the Effective Date of this Agreement and the right, during the following 30 days, to remove any of the holder's property from Settlement Land.
- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Champagne and Aishihik First Nations and an outfitting concession holder from entering into an agreement providing the holder with a right of access different from that set out in 6.1.2.1.

**Specific Provision**

- 6.1.8.1 The designation of Champagne and Aishihik First Nations Settlement Land as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.



CHAPTER 6 - ACCESS**Specific Provision**

- 6.1.2.1 An outfitting concession holder shall have a right of access to use Settlement Land for outfitting as follows:
- (a) if this Agreement comes into effect between June 30th of a year and March 16th of the following year, the outfitting concession holder shall have a right of access to use Settlement Land for outfitting until the following June 21st and shall have a further right of access to Settlement Land for the purpose of removing personal property until the following July 31st.
  - (b) if this Agreement comes into effect between March 15th and July 1st, the outfitting concession holder shall have a right of access to use Settlement Land for outfitting until the following November 30th and shall have a further right of access to Settlement Land for the purpose of removing personal property until the following July 31st.

**Specific Provision**

- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Little Salmon/Carmacks First Nation and an outfitting concession holder from entering into an agreement providing the holder with a right of access different from that set out in 6.1.2.1.

**Specific Provision**

- 6.1.8.1 The designation of Settlement Land of the Little Salmon/Carmacks First Nation as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

CHAPTER 6 - ACCESS**Specific Provision**

- 6.1.2.1 If the Effective Date of this Agreement is within one year of the order-in-council withdrawing from disposition the lands selected by the First Nation of Nacho Nyak Dun, an outfitting concession holder shall have a right of access to use Settlement Land for outfitting purposes until the expiry of that one year period, and a right of access, for a reasonable time thereafter, to remove any property of the outfitting concession holder on Settlement Land.
- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the First Nation of Nacho Nyak Dun and an outfitting concession holder from entering into an agreement providing the holder with a right of access different from that set out in 6.1.2.1.

**Specific Provision**

- 6.1.8.1 The designation of Settlement Land of the First Nation of Nacho Nyak Dun as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

## CHAPTER 6 - ACCESS

**Specific Provision**

- 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.

**Specific Provision**

- 6.1.8.1 The designation of Selkirk First Nation Settlement Land as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

CHAPTER 6 - ACCESS**Specific Provision**

- 6.1.2.1 An outfitting concession holder shall have a right of access to use Settlement Land for outfitting until the 30th day of November following the Effective Date of this Agreement and the right, during the following 30 days, to remove any of the holder's property from Settlement Land.
- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Ta'an Kwach'an Council and an outfitting concession holder from entering into an agreement providing the holder with a right of access different from that set out in 6.1.2.1.

**Specific Provision**

- 6.1.8.1 The designation of Ta'an Kwach'an Council Settlement Land as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

## CHAPTER 6 - ACCESS

## Specific Provision

- 6.1.2.1 An outfitting concession holder shall have a right of access to use Settlement Land for outfitting until the 30th day of November following the Effective Date of this Agreement and the right, during the following 30 days, to remove any of the holder's property from Settlement Land.
- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Teslin Tlingit Council and an outfitting concession holder from entering into an agreement providing the holder with a right of access different from that set out in 6.1.2.1.

## Specific Provision

- 6.1.8.1 The designation of Teslin Tlingit Council Settlement Land as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

CHAPTER 6 - ACCESS**Specific Provision**

- 6.1.2.1 An outfitting concession holder shall have a right of access to Settlement Land for the purpose of removing personal property until the 31st day of July following the Effective Date of this Agreement.
- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Tr'ondëk Hwëch'in and an outfitting concession holder from entering into an agreement providing the holder with a right of access different from that set out in 6.1.2.1

**Specific Provision**

- 6.1.8.1 The designation of Tr'ondëk Hwëch'in Settlement Land as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.



CHAPTER 6 - ACCESS

Specific Provision

- 6.1.8.1 The designation of Vuntut Gwitchin First Nation Settlement Land as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

CHAPTER 7 - EXPROPRIATION**Specific Provision**

- 7.8.1.1 Government has identified in the Champagne and Aishihik First Nations Traditional Territory, on Territorial Resource base Maps 115 G/8, 115 H/2, 115 H/5 and 115 H/7, dated July 10, 1992, in Appendix B - Maps, which forms a separate volume to this Agreement, the Aishihik hydro-electric project which includes the Long Lake Diversion Project, Hutshi Creek Diversion Project and Gladstone Lakes Diversion Project as a hydro-electric or water storage project site pursuant to 7.8.1.

CHAPTER 7 - EXPROPRIATION**Specific Provision**

- 7.8.1.1 Government has identified in the Traditional Territory of the Little Salmon/Carmacks First Nation, on Territorial Resource Base Maps 105L/1, 105L/7, and 105L/8, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement, the Drury Lake/Creek Hydro-electric Project as a hydro-electric or water storage project site pursuant to 7.8.1.

CHAPTER 7 - EXPROPRIATION

**Specific Provision**

- 7.8.1.1 Government has identified in the Traditional Territory of the First Nation of Nacho Nyak Dun, on Territorial Resource Base Maps 105M/8, 105N/5, 105N/6, 105N/11 and 105N/12, dated April, 1992 in Appendix B - Maps, which forms a separate volume to this Agreement, the Hess River Hydro-electric Project as a hydro-electric or water storage project site pursuant to 7.8.1.

CHAPTER 7 - EXPROPRIATION**Specific Provision**

- 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.

CHAPTER 7 - EXPROPRIATION

No specific provisions for this chapter.

CHAPTER 7 - EXPROPRIATION**Specific Provision**

- 7.8.1.1 Government has identified the Morley River Hydro Project in the Teslin Tlingit Council Traditional Territory as a hydro-electric or water storage project site pursuant to 7.8.1, and the site is identified on Territorial Resource Base Map 105 C/1, dated December 14, 1992, in Appendix B - Maps, which forms a separate volume to this Agreement.



CHAPTER 7 - EXPROPRIATION**Specific Provision**

- 7.8.1.1 Government has identified in the Traditional Territory of the Tr'ondĕk Hwĕch'in on Territorial Resource Base Maps 115 0/15, 115 0/16, 116 B/1 and 116 B/2, **dated new date, 1998** in Appendix B - Maps which forms a separate volume to this Agreement, the North Fork Hydro Project as a hydro-electric or water storage project site pursuant to 7.8.1.
- 7.8.1.2 Government shall, within five years of the Effective Date of this Agreement and every five years thereafter, Consult with the Tr'ondĕk Hwĕch'in on the status of the North Fork Hydro Project. Following each Consultation Government shall review the viability of the North Fork Hydro Project and shall give written notice to the Tr'ondĕk Hwĕch'in of Government's intention to retain or relinquish the North Fork Hydro Project as an identified site pursuant to 7.8.1.
- 7.8.1.3 Any failure to Consult with the Tr'ondĕk Hwĕch'in or to provide written notice pursuant to 7.8.1.2 shall not affect the identification of the North Fork Hydro Project as an identified site for a hydro-electric or water storage project pursuant to 7.8.1.

CHAPTER 9 - SETTLEMENT LAND AMOUNT

**Specific Provision**

9.6.1.1 In this Specific Provision, the following definitions shall apply.

"Land" means the lands described in Reservation #19 in the land records of the Lands Branch - Department of Community and Transportation Services.

"Bridge" means a bridge over the Yukon River situated partially upon the Land.

9.6.1.2 If, within 30 years of the Effective Date of this Agreement, Government has not commenced construction of the Bridge, Government shall, as soon as practicable thereafter, review the viability of the Bridge and shall Consult with the Little Salmon/Carmacks First Nation as part of the review process.

- 9.6.1.3 If, after conducting the review referred to in 9.6.1.2, Government determines that it no longer requires the Land for the purpose of constructing the Bridge, it shall give written notice to the Little Salmon/Carmacks First Nation advising of that determination and offering to exchange the Land for Settlement Land of equivalent value.
- 9.6.1.4 If, within 50 years of the Effective Date of this Agreement, Government has not commenced construction of the Bridge, it shall give written notice to the Little Salmon/Carmacks First Nation advising of that fact and offering to exchange the Land for Settlement Land of equivalent value.
- 9.6.1.5 The Little Salmon/Carmacks First Nation may, within 90 days of receiving either the notice referred to in 9.6.1.3 or the notice referred to in 9.6.1.4, give written notice to Government that it wishes to obtain all or part of the Land as Fee Simple Settlement Land in exchange for Settlement Land of equivalent value and as soon thereafter as practicable, Government and the Little Salmon/Carmacks First Nation shall enter into negotiations with a view to concluding such an exchange.
- 9.6.1.6 If, within 120 days of commencing the negotiations referred to in 9.6.1.5, Government and the Little Salmon/Carmacks First Nation fail to reach agreement on the terms and conditions of the proposed exchange, either party may refer the matter to the dispute resolution process under 26.3.0.
- 9.6.1.7 An arbitrator appointed under 26.7.0 to resolve a matter referred pursuant to 9.6.1.6 shall have, in addition to the powers provided under Chapter 26 - Dispute Resolution, the power to determine the Settlement Land to be exchanged for that portion of the Land which the Little Salmon/Carmacks First Nation wishes to obtain.

9.6.1.8 The Little Salmon/Carmacks First Nation may, within 30 days of receipt of the arbitrator's decision or order, withdraw the written notice it gave to Government pursuant to 9.6.1.5 and upon so doing, the obligations of Government under 9.6.1.1 through 9.6.1.8 shall cease.

CHAPTER 9 - SETTLEMENT LAND AMOUNT**Specific Provision**

- 9.6.1.1 Provisions respecting an exchange of Crown Land for Settlement Land pursuant to 9.6.1, in connection with the North Fork Hydro Project identified pursuant to 7.8.1.1, are set out in Schedule B attached to this chapter.
- 9.6.1.2 Provisions respecting an exchange of Crown Land for Settlement Land pursuant to 9.6.1, in connection with the Tr'o-ju-wech'in Heritage Site established pursuant to Schedule B of Chapter 13 - Heritage, are set out in Schedule C attached to this chapter.

## SCHEDULE B

## LAND EXCHANGE IN CONNECTION WITH THE NORTH FORK HYDRO PROJECT

- 1.0 If construction of the North Fork Hydro Project is commenced within 75 years of the Effective Date of this Agreement, the Tr'ondĕk Hwĕch'in and Government shall, in the manner set out in this schedule, exchange Crown Land of equivalent value for:
- 1.1 a strip of Settlement Land 80 metres wide centred on the reconstructed ditch, which shall, to the greatest extent possible, be centered upon the existing ditch shown approximately by a double solid line designated as Ditch on Territorial Resource Base Maps 116 B/1, 116 B/2, 115 O/15 and 115 O/16, **dated new date, 1998**, in Appendix B - Maps, which forms a separate volume to this Agreement, provided that the width of the strip may occasionally exceed 80 metres in order to accommodate any side cuts, embankments, drop structures, spillways or other non-residential structures necessary for the construction, maintenance or operation of the North Fork Hydro Project, and
- 1.2 any other Settlement Land which is significantly adversely affected by the construction or commissioning of the North Fork Hydro Project;
- (the "Exchange")
- 2.0 Government shall give written notice to the Tr'ondĕk Hwĕch'in specifying the Settlement Land to be exchanged pursuant to 1.1 as soon as the final alignment of the reconstructed ditch is determined.
- 3.0 Within 90 days of receiving notice pursuant to 2.0, the Tr'ondĕk Hwĕch'in shall give written notice to Government specifying any Settlement Land to be exchanged pursuant to 1.2.
- 4.0 Following receipt of notice pursuant to 3.0, the Tr'ondĕk Hwĕch'in and Government shall enter into negotiations with a view to concluding the Exchange.

- 5.0 If Government and the Tr'ondĕk Hwĕch'in are unable to reach agreement as to the terms and conditions of the Exchange within 120 days of Government receiving notice pursuant to 3.0, either may refer the matter to the dispute resolution process under 26.3.0.
- 6.0 An arbitrator appointed under 26.7.0 to resolve a dispute referred pursuant to 5.0 of this schedule shall have, in addition to all other powers provided under Chapter 26 - Dispute Resolution, the power to determine the Crown Land to be exchanged for the Settlement Land specified pursuant to 2.0 and 3.0.
- 7.0 Upon completion of the Exchange, the Crown Land exchanged for Settlement Land shall be Fee Simple Settlement Land of the Tr'ondĕk Hwĕch'in.



**SCHEDULE C****LAND EXCHANGE IN CONNECTION WITH THE TR'O-JU-WECH'IN HERITAGE SITE**

1.1 If the owners of:

1.1.1 Lot 21, Block 2, Plan 8338A CLSR, Klondike Addition, or of

1.1.2 South half of Lot 7, Block 5, Plan 8338A CLSR, Klondike Addition,

(collectively, the "Lots"),

offer to transfer to Government fee simple title to either or both of the Lots for a nominal sum not to exceed \$10.00, Government shall accept the offer and thereafter shall transfer the Lots to the Tr'ondëk Hwëch'in as Category B Settlement Land in exchange for Settlement Land of equal size from Parcel R-64B by adjusting the northeasterly boundary of Parcel R-64B so that the total surveyed area of Parcel R-64B is reduced by an amount equal to the size of the Lots and so that the total surveyed area of Fee Simple Settlement Land and Category B Settlement Land of the Tr'ondëk Hwëch'in remains 403.29 square miles (the "Exchange").

1.2 Following the Exchange, the Lots shall be part of Parcel S-211B/D and of the Tr'o-ju-wech'in Heritage Site described in Schedule B to Chapter 13 - Heritage.

1.3 As soon as practicable after the Exchange, the Tr'ondëk Hwëch'in shall take all necessary steps to remove from the register in the Land Titles Office the titles to the Lots and Government shall take all necessary steps to assist the Tr'ondëk Hwëch'in to that end.

1.4 Following the Exchange, the Tr'ondëk Hwëch'in shall not seek to register any instruments against or otherwise deal with the titles to the Lots so long as they are still registered in the Land Titles Office.

1.5 The inclusion of the Lots in Parcel S-211B/D as Category B Settlement Land shall not be construed as an admission by Government that any aboriginal claims, rights, titles or interests in and to the Lots which were abrogated by the prior grant by the Crown of fee simple title are or could be revived or re-created.

CHAPTER 9 - SETTLEMENT LAND AMOUNT**Specific Provision**

- 9.6.1.1 If Government decides, after Consultation with the Vuntut Gwitchin First Nation, that it no longer needs for airport purposes all or part of the lands described in Reservation 116012-0000-00030, it shall give notice of that decision to the Vuntut Gwitchin First Nation which notice shall fully describe the lands which Government no longer requires (the "Land").
- 9.6.1.2 The Vuntut Gwitchin First Nation may, within 90 days of receiving the notice set out in 9.6.1.1, give notice to Government that it wishes to obtain all or part of the Land as Fee Simple Settlement Land in exchange for Settlement Land of equivalent value, and as soon as practicable thereafter Government and the Vuntut Gwitchin First Nation shall enter into negotiations with a view to concluding such an exchange.
- 9.6.1.3 If, within 120 days of commencing negotiations pursuant to 9.6.1.2, Government and the Vuntut Gwitchin First Nation fail to reach agreement on the terms and conditions of the proposed exchange, either party may refer any outstanding matter between the parties to the dispute resolution process under 26.3.0.
- 9.6.1.4 An arbitrator appointed under 26.7.0 to resolve a dispute referred pursuant to 9.6.1.3 shall have, in addition to the other powers provided under Chapter 26 - Dispute Resolution, the power to determine the Settlement Land to be exchanged for that portion of the Land which the Vuntut Gwitchin First Nation has given notice that it wishes to obtain.
- 9.6.1.5 Unless otherwise agreed by the parties to the negotiations under 9.6.1.2, any land determined by an arbitrator pursuant to 9.6.1.4 must be suitable for Government use for airport purposes.

CHAPTER 10 - SPECIAL MANAGEMENT AREAS

Specific Provision

- 10.3.2.1 Kluane National Park in the Champagne and Aishihik First Nations Traditional Territory shall be established as a Special Management Area and the specific provisions in respect of Kluane National Park are set out in Schedule A - Kluane National Park, attached to this chapter.
- 10.3.2.2 Sha'washe and the Surrounding Area shall be established as a Special Management Area and the specific provisions in respect of Sha'washe and Surrounding Area are set out in Schedule B - Sha'washe and Surrounding Area, attached to this chapter.

SCHEDULE AKLUANE NATIONAL PARK

## 1.0 Objectives

1.1 The objectives of this schedule are as follows:

- 1.1.1 to recognize Champagne and Aishihik First Nations history and culture, and the rights provided for in this schedule, in the establishment and operation of the Park;
- 1.1.2 to recognize and protect the traditional and current use of the Park by Champagne and Aishihik People in the development and management of the Park;
- 1.1.3 to protect for all time a representative natural area of Canadian significance in the North Coastal Mountains Natural Region;
- 1.1.4 to encourage public understanding, appreciation and enjoyment of the Park in a manner which leaves it unimpaired for future generations;
- 1.1.5 to provide economic opportunities to Champagne and Aishihik People in the development, operation and management of the Park;
- 1.1.6 to recognize that oral history is a valid and relevant form of research for establishing the historical significance of Heritage Sites and Moveable Heritage Resources in the Park directly related to the history of Champagne and Aishihik People; and
- 1.1.7 to recognize the interest of Champagne and Aishihik People in the interpretation of aboriginal place names and Heritage Resources in the Park directly related to the culture of Champagne and Aishihik People.

**2.0 Definitions**

In this schedule, the following definitions shall apply.

"Board" means the Kluane National Park Management Board established pursuant to this schedule.

"Champagne and Aishihik First Nations Burial Site" means a place outside a recognized cemetery where the remains of a cultural ancestor of the Champagne and Aishihik People have been interred, cremated or otherwise placed.

"Conservation" means the management of the cultural and natural resources of the Park to ensure the protection of the Fish and Wildlife and their habitat and the natural evolution of the ecosystem as a priority while recognizing the traditional and continuing use of the Park's resources by Champagne and Aishihik People.

"Edible Fish or Wildlife Product" has the same meaning as in Chapter 16 - Fish and Wildlife.

"Elder" means a Champagne and Aishihik Person defined as an elder in the Champagne and Aishihik First Nations Constitution.

"Furbearer" has the same meaning as in Chapter 16 - Fish and Wildlife.

"Harvest" and "Harvesting" means gathering, hunting, trapping or fishing in accordance with this schedule.

"No Harvesting Zone" means an area designated pursuant to this schedule, in which Harvesting of some or all species of Fish, Wildlife or Plants is prohibited during part or all of the year.

"Non-Edible By-Product" has the same meaning as in Chapter 16 - Fish and Wildlife.

"Park" means that portion of the reserve for Kluane National Park depicted on map Kluane National Park Boundary, (KNP), in Appendix B - Maps, which forms a separate volume to this Agreement.

"Park Management Plan" means the management plan described in the National Parks Act, R.S.C. 1985, c.N-14 and includes the Kluane National Park Reserve Management Plan in effect on the Effective Date of this Agreement.

"Plants" means all flora in a wild state but does not include Trees.

"Sport Fishing" means angling as defined under the National Parks Act, R.S.C. 1985, c.N-14, but does not include angling for Subsistence by Champagne and Aishihik People.

"Subsistence" means:

- (a) the use of Edible Fish or Wildlife Products, or edible Plant products, by a Champagne and Aishihik Person for sustenance and for food for traditional ceremonial purposes including potlaches; and
- (b) the use by a Champagne and Aishihik Person of Non-Edible By-Products of harvests of Fish or Wildlife under (a) for such domestic purposes as clothing, shelter or medicine, and for domestic, spiritual and cultural purposes; but
- (c) except for traditional production of handicrafts and implements by a Champagne and Aishihik Person, does not include commercial uses of:
  - (i) Edible Fish or Wildlife Products;
  - (ii) Non-Edible By-Products; or
  - (iii) edible Plant products.

"Tree" has the same meaning as in Chapter 17 - Forest Resources.



**3.0 Park Establishment**

- 3.1 Canada shall establish the Park as a National Park pursuant to the National Parks Act, R.S.C 1985, c.N-14 in accordance with this schedule, on the Effective Date of this Agreement.
- 3.2 No lands forming part of the Park shall be removed from National Park status without the consent of the Champagne and Aishihik First Nations.

**4.0 Harvesting Rights of Champagne and Aishihik People**

- 4.1 Champagne and Aishihik People shall have the exclusive right to Harvest for Subsistence within the Park, all species of Fish and Wildlife for themselves and their families in all seasons of the year and in any numbers, subject only to limitations prescribed pursuant to this schedule.

- 4.1.1 Champagne and Aishihik People shall have the right to harvest edible Plant products for Subsistence within the Park for themselves and their families in all seasons of the year and in any number, subject only to limitations prescribed pursuant to this schedule.

- 4.2 Except as otherwise provided in this schedule, Harvesting and management of Fish and Wildlife in the Park shall be in accordance with the National Parks Act, R.S.C. 1985, c.N-14.

- 4.3 Champagne and Aishihik People shall have the right to employ traditional and current methods of and equipment for Harvesting for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not, subject to limitations implemented following a recommendation from the Board pursuant to 6.3.2 or 6.3.3, in addition to any other limitations provided for in this schedule.

- 4.4 Nothing in this schedule shall be construed to grant Champagne and Aishihik People any right to buy, sell, or offer for sale any Migratory Game Bird, Migratory Game Bird's egg or parts thereof not authorized for sale by Legislation.

- 4.5 Champagne and Aishihik People shall have the right to give, trade, barter or sell among themselves and other Yukon Indian People all Edible Fish or Wildlife Products, and edible Plant products Harvested by them for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not, in order to maintain traditional sharing among Champagne and Aishihik People and other Yukon Indian People, for domestic purposes but not for commercial purposes.
- 4.6 Subject to Laws of General Application, unless otherwise agreed to by the parties to this Agreement, Champagne and Aishihik People shall have the right to give, trade, barter, or sell to any person any Non-Edible By-Product of Fish and Wildlife that is obtained from Harvesting Furbearers or incidental to Harvesting for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not.
- 4.7 The right to Harvest for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not, includes the right to possess and transport the parts and products of Fish, Wildlife and edible Plants in the Yukon.
- 4.8 The exercise of rights under this schedule is subject to limitations provided for elsewhere in this schedule and to limitations provided for in Legislation enacted for purposes of Conservation, public health or public safety.
- 4.8.1 Any limitation provided for in Legislation pursuant to 4.8 must be consistent with this schedule, and must be reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.
- 4.8.2 Government shall Consult with the Champagne and Aishihik First Nations before imposing a limitation pursuant to 4.8.
- 4.9 Nothing in this schedule shall be construed as an admission by Government that the Migratory Birds Convention Act, R.S.C. 1985, c.M-7 does not satisfy the terms of 4.8.

- 4.10 For the purposes of application of 4.8 to Harvesting rights of Champagne and Aishihik People for migratory birds in the Park, "Conservation" includes considerations related to conservation of Migratory Game Birds indigenous to the Yukon while those Migratory Game Birds are in other jurisdictions.
- 4.11 Where in accordance with this schedule, an allowable harvest in the Park is established for a species of Freshwater Fish or Wildlife, the following provisions shall apply:
- 4.11.1 the Champagne and Aishihik First Nations shall decide whether to allocate any part, or all, of that allowable harvest to Champagne and Aishihik People and shall notify the Park superintendent in writing of its decision;
- 4.11.2 where the Champagne and Aishihik First Nations decides to allocate part, or all, of that allowable harvest, the notice pursuant to 4.11.1 shall specify the allocation of Freshwater Fish or the number and species of Wildlife to be harvested; and
- 4.11.3 the right of a Champagne and Aishihik Person to Harvest Freshwater Fish or Wildlife for which an allowable harvest has been established is contingent upon that person being allocated part of the allowable harvest by the Champagne and Aishihik First Nations.
- 4.12 The Champagne and Aishihik First Nations may manage, administer, allocate or otherwise regulate the exercise of rights of Champagne and Aishihik People under 4.0 within the Park, where not inconsistent with the regulation of those rights by Government in accordance with 4.8 and the other provisions of this schedule.
- 4.13 The Champagne and Aishihik First Nations shall establish and maintain a register of harvest information relating to Harvesting in the Park which contains a record of the allocation of Harvesting rights among Champagne and Aishihik People and a record of what is harvested, and such other harvest information as is prescribed by the Board.

- 4.13.1 The register of harvest information shall be made available to the Park superintendent on a regular and timely basis in a manner prescribed by the Board.
- 4.14 Upon the request of a Park warden, or other persons with lawful authority, Champagne and Aishihik People exercising their Harvesting rights in the Park shall show proof of enrollment under this Agreement.
- 4.15 The Minister, after Consultation with the Board, may require Champagne and Aishihik People to obtain a permit or licence for Harvesting within the Park but no fee or charge shall be imposed by Government for such permit or licence.
- 4.15.1 Upon the request of the Champagne and Aishihik First Nations, the Minister, after Consultation with the Board, may allow the Champagne and Aishihik First Nations to issue the permits or licences referred to in 4.15.
- 4.16 The Canadian Parks Service shall offer to the Champagne and Aishihik First Nations any Fish or Wildlife harvested within the Park for Park management purposes, unless such Fish or Wildlife is required for scientific or Park management purposes or as evidence in a court of law.
- 4.17 Subject to 4.18, Champagne and Aishihik People shall have the right to establish, expand and maintain cabins, camps, caches and trails in the Park that are necessary for, and which are to be used solely in relation to, exercising the Harvesting rights provided for in this schedule, provided that the location of such cabins, camps, caches and trails conforms with the Park Management Plan.
- 4.18 A Champagne and Aishihik Person proposing to establish or expand a cabin in the Park shall make a request to the Board.
- 4.18.1 The Board shall consider the request and determine:
- 4.18.1.1 whether the location of the proposed cabin conforms with the Park Management Plan; and
- 4.18.1.2 whether the cabin is necessary for the exercise of Harvesting rights provided for in this schedule.



- 4.18.2 Following consideration of the request, the Board shall make a recommendation to the Minister.
- 4.18.3 The provisions of 6.5 to 6.9.2 apply to a recommendation of the Board pursuant to 4.18.2.
- 4.18.4 Subject to limitations prescribed pursuant to 4.8, the Board and the Minister shall approve the request referred to in 4.18, where the cabin conforms to the Park Management Plan and is necessary for the exercise of Harvesting rights provided for in this schedule.
- 4.19 Champagne and Aishihik People shall have the right, during all seasons of the year to harvest Trees in the Park for purposes incidental to the exercise of the Harvesting rights provided for in this schedule.
- 4.20 Each area depicted as a No Harvesting Zone on map, No Harvesting Zones, (NHZ), in Appendix B - Maps, which forms a separate volume to this Agreement, is hereby designated as a No Harvesting Zone. Modifications to a No Harvesting Zone may only be made by the Minister upon recommendation of the Board.
- 4.20.1 The Board shall review the boundaries and designation of each No Harvesting Zone three years after the Effective Date of this Agreement.
- 4.21 Upon a recommendation of the Board, the Minister may permit a pre-defined harvest in a No Harvesting Zone by an Elder or disabled Champagne and Aishihik Person.
- 4.22 Employees, contractors, and others employed in the Park who are Champagne and Aishihik People shall not exercise their Harvesting rights under 4.0 or 5.0 while on duty in the course of employment or while in the course of carrying on business in the Park.
- 4.23 The Canadian Parks Service and the Yukon shall share information on trapline use and Furbearer management, and on the harvest of other Wildlife, inside the Park and adjacent to the Park in order to coordinate the management of Furbearer populations and other Wildlife.

- 4.24 Nothing in this schedule is intended to confer rights of ownership in any Fish or Wildlife.
- 4.25 Except as otherwise provided in Laws of General Application, no Person shall waste Edible Fish or Wildlife Products.
- 5.0 **Trapping in the Park**
- 5.1 Champagne and Aishihik People shall have the exclusive right to Harvest Furbearers within the Park in accordance with this schedule for the purpose of selling the pelts.
- 5.2 The Board shall recommend to the Minister the area within the Park within which area, trapping by Champagne and Aishihik People shall be permitted in accordance with this schedule.
- 5.3 The Minister shall make his decision on the Board's recommendations under 5.2 in accordance with the provisions of 6.5 to 6.9.
- 5.4 The Champagne and Aishihik First Nations shall be responsible for allocating trapping opportunities in the area where trapping is permitted within the Park to Champagne and Aishihik People, and for the alignment, realignment and grouping of individual traplines within that area.
- 5.5 The Board may make recommendations to the Champagne and Aishihik First Nations on the allocation of trapping opportunities and on the alignment, realignment and grouping of individual traplines within the area where trapping is permitted within the Park.
- 5.6 The Champagne and Aishihik First Nations shall maintain a register of allocation of trapping opportunities, and shall provide a copy of that register to the Park superintendent.
- 5.7 The Board may make recommendations to the Minister on the management of Furbearers and on seasons, quotas and other matters related to trapping in the Park.

- 5.8 Subject to this schedule, Champagne and Aishihik People shall comply with Laws of General Application when participating in commercial Harvesting in the Park.
- 5.8.1 Champagne and Aishihik People shall have the right to use leg-hold drowning sets for Furbearer Harvesting unless the Minister, upon recommendation of the Board, determines that such sets are inhumane.
- 6.0 **The Kluane National Park Management Board**
- 6.1 The Kluane National Park Management Board shall be established no later than the Effective Date of this Agreement.
- 6.2 The Board shall be comprised of four members appointed by the Minister, two of which shall be nominees of the Champagne and Aishihik First Nations and two of which shall be nominees of Government. In addition the Park superintendent or his designate shall be a non-voting member of the Board.
- 6.3 The Board may make recommendations to the Minister on all matters pertaining to the development and management of the Park, including:
- 6.3.1 routes, methods and modes of access for Harvesting within the Park;
- 6.3.2 harvest limits and seasons for Harvesting in the Park;
- 6.3.3 locations and methods of Harvesting within the Park;
- 6.3.4 the management of Heritage Resources within the Park;
- 6.3.5 revisions to the Park Management Plan;
- 6.3.6 matters related to the development or management of the Park forwarded to the Board by the Minister;
- 6.3.7 proposed Park boundary adjustments;



- 6.3.8 co-ordinating the management of Fish and Wildlife populations which cross the boundary of the Park with the Fish and Wildlife Management Board, affected Renewable Resources Councils and other responsible agencies;
- 6.3.9 existing and proposed Legislation relating to the Park; and
- 6.3.10 designating or modifying a No Harvesting Zone.
- 6.4 The provisions of 6.5 to 6.9.2 apply to recommendations made by the Board pursuant to 6.3.5 to 6.3.10.
- 6.4.1 The provisions of 6.5 to 6.9.3 apply to recommendations made by the Board pursuant to 6.3.1 to 6.3.4.
- 6.5 Unless the Minister directs otherwise, all recommendations of the Board shall be kept confidential until the process in 6.6 to 6.9 has been completed or the time for the process has expired.
- 6.6 The Minister, within 60 days of the receipt of a recommendation of the Board, may accept, vary, set aside or replace the recommendation. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Board.
- 6.6.1 The Minister may extend the time provided in 6.6 by 30 days.
- 6.6.2 Nothing in 6.6 shall be construed as limiting the application of 4.8.
- 6.7 The Board within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 6.6, shall make a final recommendation and forward it to the Minister with written reasons.
- 6.7.1 The Minister may extend the time provided under 6.7.

- 6.8 The Minister, within 45 days of receipt of a final recommendation, may accept or vary it, or set it aside and replace it.
- 6.8.1 The Minister shall provide the Board with notice of the Minister's final decision under 6.8.
- 6.9 Government shall, as soon as practicable, implement:
- 6.9.1 all recommendations of the Board that are accepted by the Minister under 6.6;
- 6.9.2 all decisions of the Minister under 6.8; and
- 6.9.3 subject to 6.9.1 and 6.9.2, all recommendations of the Board pursuant to 6.3.1 to 6.3.4 after the expiry of the time provided in the process set out in 6.5 to 6.8.
- 6.10 Where the Board does not carry out one of its responsibilities, the Minister, after giving notice to the Board, may carry out that responsibility.
- 6.11 The Board shall make reasonable provisions for public involvement in the development of its recommendations.
- 6.12 If the boundary of the Park is enlarged to include land within the Traditional Territory of another Yukon First Nation, and if provided for in that Yukon First Nation Final Agreement, the following provisions shall apply:
- 6.12.1 the Board shall be reconstituted to be comprised of a maximum of 12 members to be appointed by the Minister, one half of the members to be nominated by the Yukon First Nations whose Traditional Territory includes lands within the Park and one half of the members to be nominated by Government;
- 6.12.2 the number of members to be nominated by Yukon First Nations in accordance with 6.12.1 shall be apportioned equally between the Yukon First Nations whose Traditional Territory includes lands within the Park;

6.12.3 unless otherwise agreed to by the parties to this Agreement, and by the parties to that other Yukon First Nation's Final Agreement, the powers and responsibilities of the Board provided for in this schedule shall apply to the Board reconstituted in accordance with this section; and

6.12.4 in 6.12.1 and 6.12.2, "Park" means the Park as enlarged to include land within the Traditional Territory of another Yukon First Nation.

## 7.0 Park Planning and Management

7.1 Subject to the terms of this schedule, the Park shall be planned and managed according to the National Parks Act, R.S.C. 1985, c.N-14.

7.2 Any management plan or policy for the Park shall:

7.2.1 recognize the rights under this schedule of Champagne and Aishihik People to Harvest for Subsistence;

7.2.2 provide for the protection of Fish and Wildlife habitat as a first priority;

7.2.3 minimize interference to natural processes so that ecosystems and their associated plant and animal species will continue to evolve naturally;

7.2.4 be applied in a manner that allows the continuation of natural Fish and Wildlife population levels;

7.2.5 place particular emphasis on control, timing and location of visitor activities and Harvesting by Champagne and Aishihik People in order to ensure visitor safety and avoid conflicts; and

7.2.6 recognize the long association of the Champagne and Aishihik First Nations with the area comprising the Park and the Champagne and Aishihik First Nations past and present use of it.

7.3 Government shall ensure that information it issues regarding the Park shall recognize the long association of the Champagne and Aishihik First Nations with the area comprising the Park and the Champagne and Aishihik First Nations past and present use of it.

7.4 Sport Fishing may be permitted according to the National Parks Act, R.S.C. 1985, c.N-14, while recognizing that the right of Champagne and Aishihik People to Harvest Fish in the Park for Subsistence is a higher priority than Sport Fishing.

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

#### 8.0 Heritage Resources

8.1 The Board may make recommendations to the Minister regarding the management of Heritage Resources in the Park.

8.2 The ownership of Moveable Heritage Resources and Documentary Heritage Resources found in the Park shall be determined in accordance with Chapter 13 - Heritage.

8.3 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government shall provide the Champagne and Aishihik First Nations with a listing of all Heritage Sites directly related to the culture and heritage of the Champagne and Aishihik People, including information on their location and character, that are located within the Park and which have been documented at the Effective Date of this Agreement.

- 8.4 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites within the Park which relate to the Champagne and Aishihik First Nations.
- 8.5 Government agrees that the Southern Tutchone language shall be included in any interpretive displays and signage that may be erected in the Park related to the history and culture of the Champagne and Aishihik First Nations.
- 8.6 When considering the naming or renaming of places or features located within the Park, the responsible agency shall Consult with the Champagne and Aishihik First Nations.
- 8.7 There shall be no access by Park visitors to Champagne and Aishihik First Nations Burial Sites in the Park without the express written consent of the Champagne and Aishihik First Nations.
- 9.0 **Economic Opportunities**
- 9.1 Canada, after Consultation with the Champagne and Aishihik First Nations, shall establish hiring procedures and policies with the objective that the ratio of Yukon Indian People employed in public service positions in the Park and the Kluane National Park Reserve is at least equal to the ratio of the Yukon Indian People to the total population within the Champagne and Aishihik First Nations Traditional Territory.
- 9.2 Subject to any commercial horse riding operation existing in the Park at the time of the Effective Date of this Agreement, the Champagne and Aishihik First Nations shall have the exclusive opportunity to provide commercial horse riding operations that may be permitted within the Park.
- 9.2.1 The opportunity referred to in 9.2 shall include the opportunity to establish and use staging areas within the Park provided such uses conform to the Park Management Plan.



- 9.3 The Canadian Parks Service shall provide the Champagne and Aishihik First Nations with a right of first refusal to accept any contract offered by the Canadian Parks Service for the use of horses in the Park, which right of first refusal shall be offered in the following manner:
- 9.3.1 the Canadian Parks Service shall provide notice to the Champagne and Aishihik First Nations specifying the terms and conditions of the contract;
  - 9.3.2 where the Champagne and Aishihik First Nations does not tender acceptance, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.3.1; and
  - 9.3.3 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out 9.3.
- 9.4 The Canadian Parks Service shall provide the Champagne and Aishihik First Nations with a right of first refusal to accept any contract offered by the Canadian Parks Service for the construction of trails or construction or maintenance of roads in the Park, which right of first refusal shall be offered in the following manner:
- 9.4.1 the Canadian Parks Service shall provide notice to the Champagne and Aishihik First Nations specifying the terms and conditions of the contract;
  - 9.4.2 where the Champagne and Aishihik First Nations does not tender acceptance within 30 days, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.4.1; and
  - 9.4.3 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.4.

- 9.5 Public information programs which primarily relate to Yukon First Nation history or culture and which are part of the Park's interpretive program, may include the sale by Champagne and Aishihik People of traditional handicrafts.
- 9.6 The Champagne and Aishihik First Nations shall have the right of first refusal to any new licences issued by the Canadian Parks Service for the commercial operation of private sector motor-assisted boat tours permitted in the Park under the Park Management Plan.
- 9.6.1 The motor-assisted boat tours referred to in 9.6 do not include commercial rafting operations which may be carried on in the Park.
- 9.7 The Champagne and Aishihik First Nations shall have the right of first refusal to any new licence or permit issued by the Canadian Parks Service for commercial operation of a regularly scheduled motor vehicle shuttle service to destinations within the Park permitted by the Park Management Plan.
- 9.7.1 In this section, motor vehicle means land based motor assisted vehicular transportation.
- 9.8 The Champagne and Aishihik First Nations shall have the right of first refusal to any new licence or permit issued by the Canadian Parks Service to develop and operate any retail outlets which may be permitted in Canadian Parks Service facilities located in the Champagne and Aishihik First Nations Traditional Territory.
- 9.9 If the Canadian Parks Service establishes a quota for commercial river rafting opportunities which originate and finish on the Alsek River, the Champagne and Aishihik First Nations shall have a right of first refusal to acquire new licences or permits as follows:
- 9.9.1 in the first year that the Canadian Parks Service establishes a quota, the Canadian Parks Service shall offer to the Champagne and Aishihik First Nations:



- 9.9.1.1 the number of licences or permits equal to 25 percent of the quota issued by the Canadian Parks Service, less the number of licences or permits which are required to allow existing operations which are held by a Champagne and Aishihik Firm to operate at their then existing level, or
- 9.9.1.2 the number of licences or permits which remains after the then existing operators which have commercial river rafting opportunities which start and finish on the Alsek River have received the permits or licences which are required to allow the existing operators to operate at their then existing level,
- whichever is less; and
- 9.9.2 in the second year, and each year thereafter, the Canadian Parks Service shall offer to the Champagne and Aishihik First Nations any new licences or permits issued by the Canadian Parks Service from time to time until the Champagne and Aishihik First Nations and Champagne and Aishihik Firms together have been allocated 25 percent of the quota in effect from time to time.
- 10.0 Conditions**
- 10.1 The Canadian Parks Service shall Consult with the Board in deciding whether there should be a limit, or a change to an existing limit, on the number of licences or permits for commercial wilderness rafting opportunities in the Park, and on any terms and conditions or changes to the terms and conditions that should apply to those licences or permits.
- 10.2 The Champagne and Aishihik First Nations may enter into joint ventures or other arrangements with other Persons to use a licence or permit allocated to the Champagne and Aishihik First Nations pursuant to 9.0.
- 10.3 Subject to 10.3.2, the Champagne and Aishihik First Nations shall apply to the Canadian Parks Service within one year of the offer of a licence or permit under 9.0, failing which the right of first refusal for that licence or permit shall lapse.

- 10.3.1 A licence or permit in respect of which a right of first refusal has lapsed under 10.3 shall not be considered a licence or permit offered to the Champagne and Aishihik First Nations under 9.0.
- 10.3.2 The provisions of 10.3 do not apply to 9.2.
- 10.4 The Canadian Parks Service shall issue to the Champagne and Aishihik First Nations a licence or permit offered to it under 9.0 upon application of the Champagne and Aishihik First Nations provided that the Champagne and Aishihik First Nations satisfies the requirements in effect from time to time applicable to other applicants for the issuance of such a licence or permit.
- 10.5 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculating the number of licences or permits required to be offered under 9.0.
- 10.6 Nothing in 9.0 shall be construed to obligate the Canadian Parks Service to replace any licence or permit obtained by the Champagne and Aishihik First Nations under the provisions of 9.0 which the Champagne and Aishihik First Nations has sold or assigned.
- 10.7 Nothing in 9.0 shall be construed to prevent the Champagne and Aishihik First Nations or a Champagne and Aishihik Person from acquiring additional licences or permits through the normal regulatory process in the Park.
- 10.8 Any Party to this Agreement may refer any dispute respecting the application of 9.0 to the dispute resolution process under 26.4.0.
- 10.9 Where mediation under 26.4.0 does not result in agreement, the Minister may decide the issue.
- 10.10 The right of first refusal pursuant to 9.9 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of that provision.

SCHEDULE BSHA'WASHE AND SURROUNDING AREA**1.0 Objective**

- 1.1 The objective of this schedule is to recognize that Sha'washe and the Surrounding Area should be managed by the Champagne and Aishihik First Nations and Government in an integrated manner to protect the interests of Champagne and Aishihik People while providing for fishing, rafting, and other activities.

**2.0 Definitions**

In this schedule, the following definitions shall apply.

"Sha'washe" means the area identified as Sha'washe (Dalton Post) on map, Sha'washe (Dalton Post) and Surrounding Area, (SSA), in Appendix B - Maps, which forms a separate volume to this Agreement.

"Surrounding Area" means the area identified as the surrounding area on map, Sha'washe (Dalton Post) and Surrounding Area, (SSA) in Appendix B - Maps, which forms a separate volume to this Agreement.

**3.0 Sha'washe Heritage Resources Management Plan**

- 3.1 A Heritage Resources management plan (the "Plan") for Sha'washe shall be prepared jointly by the Champagne and Aishihik First Nations and Government and recommended to the Champagne and Aishihik First Nations and the Minister within one year of the Effective Date of this Agreement.

- 3.2 The Plan shall be consistent with the following management principles:

- 3.2.1 protecting and conserving the Heritage Resources of Sha'washe;
- 3.2.2 ensuring that the natural and aesthetic quality of Sha'washe is maintained;

- 3.2.3 increasing public knowledge regarding the historical use and cultural importance of Sha'washe and the Surrounding Area from early time to the present;
  - 3.2.4 ensuring the preservation and maintenance of the heritage structures, artifacts and special sites according to generally accepted standards of Heritage Resources management;
  - 3.2.5 allowing for the investigation and interpretation of archaeological, ethnographic and historical resources; and
  - 3.2.6 providing reasonable opportunities for the public to visit and appreciate the heritage values of Sha'washe.
- 3.3 The Plan shall address the following issues respecting the Heritage Resources at Sha'washe:
- 3.3.1 policies, guidelines and standards for site activities;
  - 3.3.2 traditional use and occupancy;
  - 3.3.3 visitor potential and capacity;
  - 3.3.4 treatment of historic resources;
  - 3.3.5 visitor information and services;
  - 3.3.6 access to, and information respecting, the Heritage Resources;
  - 3.3.7 integration of recreational activities by other users of the site with activities by Champagne and Aishihik People;
  - 3.3.8 level of development at Sha'washe;
  - 3.3.9 permits and regulations;
  - 3.3.10 security and site protection;
  - 3.3.11 recommendations for land use activities in the Surrounding Area which may have an effect on Sha'washe;

- 3.3.12 implementation, including schedules and priorities; and
- 3.3.13 such other matters as agreed to by the Champagne and Aishihik First Nations and Government.

- 3.4 The Plan may provide for a structure or mechanism, and activities required to manage Sha'washe, including any limitations or restrictions necessary to achieve the management principles in 3.2.
- 3.5 The Plan shall also recommend whether and the terms under which Sha'washe should be designated as a Designated Heritage Site under the Historic Resources Act, S.Y. 1991, c.8.
- 3.6 The preparation of the Plan shall include a process for public consultation.

#### Approval of the Plan

- 3.7 The Plan shall be submitted to the Champagne and Aishihik First Nations and the Minister for their joint approval.
- 3.8 Where the Champagne and Aishihik First Nations and the Minister fail to agree on the Plan, the matter shall be referred to dispute resolution under 26.3.0.

#### Amendment and Review

- 3.9 The parties to this Agreement may agree from time to time to review and amend the Plan.
- 3.10 The preparation of amendments to the Plan shall include a process for public consultation.
- 3.11 Subject to 3.12, amendments to the Plan shall require the joint approval of the Champagne and Aishihik First Nations and the Minister.

- 3.12 Where the Champagne and Aishihik First Nations and the Minister fail to agree on an amendment to the Plan, the matter shall be referred to dispute resolution under 26.3.0.

#### Implementation of the Plan

- 3.13 The approved Plan, the approved amendments to the Plan and matters resolved pursuant to 3.8 and 3.12 shall be implemented by the Champagne and Aishihik First Nations and the Minister.

#### Transitional

- 3.14 Subject to the rights of access set out in this Agreement, until the Plan is approved there shall be no development or activities causing physical or visual changes to Sha'washe unless the Champagne and Aishihik First Nations and Government agree.

#### General

- 3.15 The Champagne and Aishihik First Nations shall not develop or use Sha'washe in a manner that is inconsistent with the principles in 3.2 or the approved Plan, as amended.
- 3.16 Neither the Plan or the management of Sha'washe shall derogate from the rights of access set out in this Agreement.

#### 4.0 Management of the Surrounding Area

- 4.1 Government shall provide adequate parking on the east side of the Klukshu River for users of Sha'washe and the Surrounding Area, and shall provide adequate access to the Tatshenshini River for rafters at a point on the Tatshenshini River upstream from the Klukshu River.
- 4.2 The Champagne and Aishihik First Nations may provide a wilderness-oriented campsite for river rafters on Champagne and Aishihik First Nations Settlement Land downstream from Sha'washe.



- 4.3 Government shall provide adequate signage in the area east of the Klukshu River to inform users of Sha'washe and the Surrounding Area of the rules and restrictions regarding use of the area.
- 4.4 Government and the Champagne and Aishihik First Nations shall make best efforts to coordinate the management of the use of land and resources within Sha'washe and the Surrounding Area to minimize any adverse effects on Sha'washe and the Surrounding Area.



CHAPTER 10 - SPECIAL MANAGEMENT AREAS

**Specific Provision**

10.3.2.1 The Nordenskiold Wetland Habitat Protection Area shall be established as a Special Management Area and the specific provisions in respect of the Nordenskiold Wetland Habitat Protection Area are set out in Schedule A - Nordenskiold Wetland Habitat Protection Area, attached to this chapter.

**Specific Provision**

10.3.3.1 Nothing in 10.3.3 shall be construed to prevent Government from informing the Little Salmon/Carmacks First Nation of a proposal to establish a Special Management Area.

**Specific Provision**

10.3.4.1 Nothing in 10.3.4 shall be construed to prevent Government from informing the Little Salmon/Carmacks First Nation of a proposal referred to in 10.3.4.

SCHEDULE ANORDENSKIOLD WETLAND HABITAT PROTECTION AREA

## 1.0 Establishment

1.1 The boundaries of the Nordenskiold Wetland Habitat Protection Area (the "Area") shall be as set out on map "Nordenskiold Wetland Habitat Protection Area, (NWHPA)" 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-2B identified as Nordenskiold Wetland Habitat Protection Area on Territorial Resource Base Maps 115H/16 and 115I/1, 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 Designation as a protected habitat area shall not be removed from any part of the Area except with the agreement of Government and the Little Salmon/Carmacks First Nation.

1.4 Subject to 1.4.1, 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 pursuant to 5.1, 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;
- 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 subject to 1.4.2, 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.
- 1.4.2 In respect of land included in the Area, Government shall not issue a renewal or replacement of Coal Licences Y472, Y473, or Y474 or issue a lease or permit for the mining of coal, prior to a management plan being approved pursuant to 5.1 or if to do so would be inconsistent with the approved management plan.

## 2.0 Fish and Wildlife

- 2.1 For greater certainty, the Little Salmon/Carmacks First Nation and Little Salmon/Carmacks People have the right to Harvest Fish and Wildlife in the Area in accordance with Chapter 16 - Fish and Wildlife.
- 2.2 For greater certainty, the powers and responsibilities of Government and of the Little Salmon/Carmacks First Nation for the management of Fish and Wildlife in the Area and their habitats shall be in accordance with Chapter 16 - Fish and Wildlife.

**3.0 Forest Resources**

3.1 The right of the Little Salmon/Carmacks First Nation and Little Salmon/Carmacks People to harvest Forest Resources and Trees in the Area pursuant to Chapter 17 - Forest Resources shall be subject to the provisions of the management plan approved pursuant to 5.1.

**4.0 Management Plan**

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 Little Salmon/Carmacks First Nation and two by Government.

4.3 The management plan shall be consistent with the following objectives:

4.3.1 conservation of Wildlife and Wildlife habitat for the benefit of Yukon residents;

4.3.2 respect for traditional and current use of the Area by Little Salmon/Carmacks People;

4.3.3 protection of the full diversity of Wildlife populations and their habitats from activities which could reduce the Area's capability to support Wildlife, and

4.3.4 encouragement of public awareness of and appreciation for the natural resources of the Area.

4.4 The management plan shall include recommendations to implement the objectives set out in 4.3 and may include recommendations in respect of any withdrawal of the mines and minerals 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 or from issuance of a licence to explore for coal pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7.

- 4.5 The preparation of the management plan shall include a process for public consultation.
- 4.6 The steering committee shall make best efforts to complete the management plan within 24 months of the Effective Date of this Agreement.
- 5.0 Approval and Review**
- 5.1 Government and the Little Salmon/Carmacks First Nation shall jointly approve the management plan.
- 5.2 If Government and the Little Salmon/Carmacks First Nation are unable to agree on the terms of the management plan, Government or the Little Salmon/Carmacks First Nation may refer the matter to the dispute resolution process under 26.3.0.
- 5.2.1 Nothing in this schedule shall be construed to confer upon an arbitrator appointed pursuant to 5.2, any power to determine financial or other resources to be provided in connection with the Area by either the Little Salmon/Carmacks First Nation or Government.
- 5.3 Government and the Little Salmon/Carmacks First Nation shall review the management plan no later than five years after its initial approval and no later than every 10 years thereafter.
- 5.4 Government and the Little Salmon/Carmacks First Nation shall refer any proposed amendments to the management plan to the Carmacks Renewable Resources Council for its review and recommendations.
- 6.0 Implementation**
- 6.1 The Area shall be managed in accordance with the approved management plan.
- 6.2 In the period prior to approval of the management plan pursuant to 5.1, the Area shall be managed in accordance with the objectives set out at 4.3.

CHAPTER 10 - SPECIAL MANAGEMENT AREAS**Specific Provision**

- 10.3.1.1 A Special Management Area shall be established for the McArthur Wildlife Sanctuary and the specific provisions in respect of the Special Management Area are set out in Schedule A - The McArthur Wildlife Sanctuary, attached to this chapter.

**Specific Provision**

- 10.3.2.1 The Horseshoe Slough Habitat Protection Area shall be established as a Special Management Area and the specific provisions in respect of the Horseshoe Slough Habitat Protection Area are set out in Schedule B - The Horseshoe Slough Habitat Protection Area, attached to this chapter.
- 10.3.2.2 Provisions in respect of the possible establishment of Special Management Areas in the Peel River Watershed are set out in Schedule C - The Peel River Watershed, attached to this chapter.

**Specific Provision**

- 10.3.3.1 Nothing in 10.3.3 shall be construed to prevent Government from informing the First Nation of Nacho Nyak Dun of a proposal to establish a Special Management Area.

Specific Provision

10.3.4.1 Nothing in 10.3.4 shall be construed to prevent Government from informing the First Nation of Nacho Nyak Dun of a proposal referred to in 10.3.4.



SCHEDULE ATHE MCARTHUR WILDLIFE SANCTUARY

## 1.0 Agreement

1.1 Government and the First Nation of Nacho Nyak Dun shall enter into negotiations with the Selkirk First Nation, at its request, with a view to concluding an agreement establishing the McArthur Wildlife Sanctuary as a Special Management Area.

1.1.1 The agreement to establish the Special Management Area may vary the boundaries of the Special Management Area from those existing for the McArthur Wildlife Sanctuary.

1.2 The agreement to establish the Special Management Area shall be included in this schedule without any further action by the parties to this Agreement.

SCHEDULE BTHE HORSESHOE SLOUGH HABITAT PROTECTION AREA

## 1.0 Establishment

- 1.1 The boundaries of the Horseshoe Slough Habitat Protection Area (the "Area") shall be as set out on map "Horseshoe Slough Habitat Protection Area, (HSHPA)" in Appendix B - Maps, which forms a separate volume to this Agreement.
- 1.2 Canada shall transfer to the Commissioner of the Yukon the administration and control of the land comprising 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.
- 1.3 Subject to 1.2, the Yukon shall establish the Area pursuant to the Wildlife Act, R.S.Y. 1986, c. 178.
- 1.4 No lands forming part of the Area shall be removed from habitat protection status under the Wildlife Act, R.S.Y. 1986, c. 178, without the consent of the First Nation of Nacho Nyak Dun.
- 1.5 Subject to 1.5.1, 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 and from exploration and development under the Canada Petroleum Resources Act, R.S.C. 1985 (2nd Supp.), c. 36 for 18 months from the Effective Date of this Agreement or until the management plan is approved pursuant to 4.7, whichever comes first.
- 1.5.1 The withdrawal shall be subject to:
- 1.5.1.1 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;
- 1.5.1.2 oil and gas rights, interests and privileges under the Canada Petroleum Resources Act, R.S.C. 1985 (2nd Supp.), c. 36;

1.5.1.3 rights granted under Section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-7; and

1.5.1.4 new licences, permits or other rights which may be granted in respect of an interest described in 1.5.1.1, 1.5.1.2 or 1.5.1.3.

## 2.0 Fish and Wildlife

2.1 The Nacho Nyak Dun shall have the right to harvest Fish and Wildlife in the Area in accordance with their Harvesting rights pursuant to Chapter 16 - Fish and Wildlife.

## 3.0 Forest Resources

3.1 The Nacho Nyak Dun shall have the right, during all seasons of the year, to harvest Forest Resources in the Area only for traditional purposes incidental to:

3.1.1 the exercise of their traditional pursuits of hunting, fishing, trapping and gathering; and

3.1.2 to the practice of their traditional customs, culture and religion or for the traditional production of handicrafts and implements.

3.2 The right provided by 3.1 is subject to the provisions of 17.3.2, 17.3.3, 17.3.4 and 17.3.6 of Chapter 17 - Forest Resources.

## 4.0 Management Plan

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, two nominated by Government and two by the Mayo District Renewable Resources Council.

4.3 The preparation of the management plan shall be guided by the following management principles:

4.3.1 the conservation of important Wildlife and Wildlife habitat for the benefit of Yukon residents;

- 4.3.2 the recognition and protection of the traditional and current use of the Area by the First Nation of Nacho Nyak Dun;
- 4.3.3 the protection of the full diversity of Wildlife populations and their habitats from activities which could reduce the land's capability to support Wildlife; and
- 4.3.4 the encouragement of public awareness of and appreciation for the natural resources of the Area.
- 4.4 The management plan shall include recommendations to implement the management principles in 4.3 and may include recommendations respecting any withdrawal of portions of the mines and minerals 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 and from exploration and development under the Canada Petroleum Resources Act, R.S.C. 1985 (2nd Supp.), c. 36.
- 4.5 The preparation of the management plan shall include a process for public consultation.
- 4.6 The steering committee shall make best efforts to recommend the management plan to the Minister within 18 months of the Effective Date of this Agreement.
- 4.7 The Minister, within 60 days of the receipt of the management plan, shall accept, vary or set aside the recommendations.
- 4.7.1 The Minister may extend the time provided in 4.7 by 30 days.
- 4.8 The Minister shall forward his decision under 4.7 to the Mayo District Renewable Resources Council and the First Nation of Nacho Nyak Dun.
- 4.9 The management plan shall be reviewed jointly by Government and the Mayo District Renewable Resources Council no later than five years after its initial approval and at least every 10 years thereafter.
- 4.10 The Mayo District Renewable Resources Council may propose amendments to the management plan to the Minister for his approval.

- 4.11 The Minister shall Consult with the Mayo District Renewable Resources Council prior to amending the management plan.
- 5.0 **Implementation**
- 5.1 The Yukon shall manage the Area in accordance with the Wildlife Act, R.S.Y. 1986, c. 178 and the approved management plan, and Canada shall manage the mines and minerals in the Area in the accordance with the approved management plan.

SCHEDULE CTHE PEEL RIVER WATERSHED

- 1.0 Peel River Watershed Advisory Committee
- 1.1 A Peel River Watershed Advisory Committee ("the Committee") shall be established at the date of the Legislation giving effect to the Gwich'in Final Agreement and shall continue for a period of not more than two years from that date, unless the parties to this Agreement and the Tetlit Gwich'in otherwise agree.
- 1.2 The composition of the Committee shall be as follows:
- 1.2.1 the Committee shall include at least one nominee of each of the First Nation of Nacho Nyak Dun, the Tetlit Gwich'in, Canada, the Yukon and the Government of the Northwest Territories; and
- 1.2.2 50 percent of the members of the Committee shall be nominees of the Tetlit Gwich'in or the First Nation of Nacho Nyak Dun, and 50 percent shall be nominees of Canada, the Yukon or the Government of the Northwest Territories.
- 1.3 The Committee shall consider and make recommendations respecting:
- 1.3.1 the establishment of a water management agreement for the Peel River Watershed;
- 1.3.2 the establishment of a Regional Land Use Planning Commission or similar agency within Yukon for any area which includes the Peel River Watershed; and
- 1.3.3 the need for, and establishment of, Special Management Areas, or protected areas, as defined in the Gwich'in Final Agreement, in the Peel River Watershed and Arctic Red River Watershed.

- 1.4 The Committee shall not consider or make recommendations concerning any matter where:
- 1.4.1 another body is empowered to consider and make recommendations to government on that matter; and
  - 1.4.2 that other body has representation by all the parties described in 1.2.1, which representation is subject to the same limitations set out in 1.7 and 1.8.
- 1.5 Canada shall consider the recommendations of the Committee.
- 1.6 The Committee may establish its own rules of procedure.
- 1.7 The Committee member nominated by the Yukon shall not participate when the Committee is considering or making recommendations on any matter solely within the jurisdiction of the Government of the Northwest Territories.
- 1.8 The Committee member nominated by the Government of Northwest Territories shall not participate when the Committee is considering or making recommendations on any matter solely within the jurisdiction of the Yukon.
- 1.9 The costs of the Committee shall be the responsibility of Canada. The Committee shall prepare an annual budget subject to review and approval by Canada.
- 1.10 The Committee may carry out its functions notwithstanding the failure of a party to nominate a Committee member.
- 2.0 Peel River Watershed**
- 2.1 For the purposes of this schedule, the Peel River Watershed excludes areas of overlap with the Traditional Territories of the Dawson First Nation and the Vuntut Gwitchin First Nation.



CHAPTER 10 - SPECIAL MANAGEMENT AREAS**Specific Provision**

- 10.3.2.1 The McArthur Wildlife Sanctuary is established as a Special Management Area, to be known as "Ddhaw Ghro Habitat Protection Area", and the specific provisions in respect of such Special Management Area are set out in Schedule A - "Ddhaw Ghro Habitat Protection Area", attached to this chapter.
- 10.3.2.2 The lake known as Ta'tla Mun is established as a Special Management Area and the specific provisions in respect of such Special Management Area are set out in Schedule B - "Ta'tla Mun Special Management Area", attached to this chapter.
- 10.3.2.3 The wetland area known as Lhutsaw is established as a Special Management Area and the specific provisions in respect of such Special Management Area are set out in Schedule C - "Lhutsaw Wetland Habitat Protection Area", attached to this chapter.

**Specific Provision**

- 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.

**Specific Provision**

- 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.

SCHEDULE "A"DDHAW GHRO HABITAT PROTECTION AREA**1.0 Objectives****1.1 The objectives of this schedule are:**

- 1.1.1 to establish the Ddhaw Ghro Habitat Protection Area (the "Area") to conserve and protect important Fish and Wildlife and Fish and Wildlife habitat for the benefit of all Yukon people;
- 1.1.2 to recognize and protect the use of the Area by the Selkirk People and Nacho Nyak Dun and to facilitate their interest in sharing the Area with Little Salmon/Carmacks People and other Yukon Indian People;
- 1.1.3 to provide for the management and protection of the Area;
- 1.1.4 to protect the full diversity of Wildlife populations and their habitats in the Area from activities which could reduce the Area's capability to support Wildlife; and
- 1.1.5 to encourage public awareness of and appreciation for the natural resources of the Area.

**2.0 Definitions**

In this schedule, the following definitions shall apply.

"Forest Resources" has the same meaning as in Chapter 17 - Forest Resources.

"Little Salmon/Carmacks People" has the same meaning as in the Little Salmon/Carmacks First Nation Final Agreement.

"Nacho Nyak Dun" has the same meaning as in the First Nation of Nacho Nyak Dun Final Agreement.

"Nacho Nyak Dun Firm" has the same meaning as in the First Nation of Nacho Nyak Dun Final Agreement.

**3.0 Sharing Process**

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.

**4.0 Establishment**

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.

4.5 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.
- 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;
- 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.

## 5.0 Fish and Wildlife

5.1 The public harvesting of Wildlife shall be prohibited within the Area.

5.2 For greater certainty:

5.2.1 the Selkirk First Nation, Selkirk People, the First Nation of Nacho Nyak Dun and Nacho Nyak Dun have, within the Area, all rights set out in Chapter 16 - Fish and Wildlife, of the Selkirk First Nation Final Agreement and of the First Nation of Nacho Nyak Dun Final Agreement, respectively; and

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.

## 6.0 Management Plan

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.
- 6.3 The management plan shall be consistent with the objectives of this schedule.
- 6.4 The steering committee shall consider and the management plan may address matters pertaining to the management of the Area including:
- 6.4.1 Fish and Wildlife management and protection;
  - 6.4.2 the necessity for inventories of Wildlife and habitat;
  - 6.4.3 habitat management and protection;
  - 6.4.4 land use;
  - 6.4.5 recreational use;
  - 6.4.6 access to and use of the Area for commercial wilderness purposes;
  - 6.4.7 harvesting of Forest Resources;
  - 6.4.8 scientific research;
  - 6.4.9 traditional knowledge, customs and culture of Yukon Indian People in connection with the Area;
  - 6.4.10 the role and views of Yukon First Nation elders in the development of the management plan;
  - 6.4.11 measures to enhance public awareness and appreciation of the Area;



- 6.4.12 recommendations respecting any withdrawal of portions of the mines and minerals 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 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;
- 6.4.13 division of the Area into zones for management purposes;
- 6.4.14 specific economic opportunities for the Selkirk First Nation, Selkirk People, Selkirk Firms, the First Nation of Nacho Nyak Dun, Nacho Nyak Dun and Nacho Nyak Dun Firms; and
- 6.4.15 permitting or other methods of regulating uses of the Area in accordance with the management plan.
- 6.5 The preparation of the management plan shall include a process for public consultation, which, for greater certainty, includes consultation with Selkirk People, Nacho Nyak Dun and Little Salmon/Carmacks People.
- 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.



- 7.0      **Approval of the Management Plan**
- 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".
- 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".
- 8.0      **Implementation and Review**
- 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.

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.

**9.0 Interim Measures**

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.

**10.0 Development Assessment and Land Use Planning**

10.1 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and a Designated Office shall consider the Approved Management Plan.

10.2 In developing a land use plan which includes all or part of the Area, a Regional Land Use Planning Commission shall consider the Approved Management Plan.

**11.0 Management of Settlement Land**

11.1 The Selkirk First Nation shall manage Parcel R-27A in a manner consistent with the objectives set out in 1.1.1 through 1.1.4 of this schedule.

SCHEDULE "B"TA' TLA MUN SPECIAL MANAGEMENT AREA

## 1.0 Objectives

## 1.1 The objectives of this schedule are:

- 1.1.1 to ensure Conservation in the management and use of the Freshwater Fish resources and their habitat in the lake known as Ta'tla Mun, which lake is shown approximately on map "Ta'tla Mun Special Management Area, (TMSMA)" in Appendix B - Maps, which forms a separate volume to this agreement ("Ta'tla Mun");
- 1.1.2 to enhance and promote the full participation of the Selkirk First Nation and Selkirk People in the management of the Freshwater Fish resources in Ta'tla Mun;
- 1.1.3 to integrate the relevant knowledge and experience of both Selkirk People and the scientific communities in respect of Ta'tla Mun in order to achieve Conservation;
- 1.1.4 to recognize the importance of Ta'tla Mun to Selkirk People and to protect the use of Ta'tla Mun by Selkirk People;
- 1.1.5 to facilitate the priority of the Freshwater Fish food needs of Selkirk People over other uses of Ta'tla Mun;
- 1.1.6 to provide quality Sport Fishing opportunities in Ta'tla Mun; and
- 1.1.7 to deal fairly with all users of Ta'tla Mun.

**2.0 Definitions**

In this schedule the following definitions shall apply.

"Commercial Fishing License" has the meaning assigned in the Yukon Territory Fishery Regulations.

"Domestic Fishing License" has the meaning assigned in the Yukon Territory Fishery Regulations.

"Sport Fishing" has the meaning assigned in the Yukon Territory Fishery Regulations.

"Ta'tla Mun Sport Fishing License" means the license referred to in section 7(1)(b) and Schedule III of the Yukon Territory Fishery Regulations required to engage in Sport Fishing at Ta'tla Mun.

**3.0 Commercial and Domestic Fishing Licenses**

3.1 Unless otherwise agreed by Government and the Selkirk First Nation, Government shall not issue any Commercial Fishing Licenses or Domestic Fishing Licenses for Ta'tla Mun.

**4.0 Fish and Wildlife**

4.1 For greater certainty, the Selkirk First Nation and Selkirk People have, in respect of Ta'tla Mun, all the rights set out in Chapter 16 - Fish and Wildlife.

**5.0 Management Plan**

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.
- 5.4 The preparation of the management plan shall include a process for public consultation, which for greater certainty includes consultation with Selkirk People.
- 5.5 The management plan shall be consistent with the objectives of this schedule.
- 5.6 The steering committee shall consider and the management plan may address any matter pertaining to the management of the Freshwater Fish resources in Ta'tla Mun including:
- 5.6.1 the maintenance of the priority of the Freshwater Fish food needs of Selkirk People over other uses;
- 5.6.2 the maintenance of quality Sport Fishing opportunities;
- 5.6.3 the harvest which might arise from Sport Fishing opportunities;
- 5.6.4 the necessity, if any, of limiting harvest of Freshwater Fish for the purposes of Conservation, including the steps to be taken to achieve such a limit which steps may include:
- a) the establishment of a maximum number of Ta'tla Mun Sport Fishing Licenses that may be issued annually; or



b) the placement of conditions on Ta'tla Mun Sport Fishing Licenses;

- 5.6.5 the availability of Ta'tla Mun Sport Fishing Licenses from the offices of the Selkirk First Nation as well as from Government;
- 5.6.6 mechanisms by which the Selkirk First Nation and Government shall advise each other of the issuance of any Ta'tla Mun Sport Fishing Licenses;
- 5.6.7 mechanisms by which the Selkirk First Nation may develop and provide to the holders of Ta'tla Mun Sport Fishing Licenses, information containing the recommendations of the Selkirk First Nation for conduct of those using Ta'tla Mun for Sport Fishing; and
- 5.6.8 the necessity, if any, for the establishment of a licensing or permitting regime in respect of a sector of the commercial freshwater sport fishing industry applicable at Ta'tla Mun and the necessity, if any, for the placement of limits upon the number of such licenses or permits to be issued in respect of Ta'tla Mun.

## 6.0 Economic Opportunities

- 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.
- 6.2 In calculating the number of licenses or permits required to be offered to the Selkirk First Nation pursuant to 3.1 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures, 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.
- 6.3 The number of licenses or permits offered to Selkirk First Nation pursuant to this schedule 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 3.1 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures.



- 6.4 The conditions set out at 4.0 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures shall apply, with the exception of 4.13 which shall not apply, to the licenses or permits referred to in 6.0 and the issuance of such licenses or permits.
- 6.5 Nothing in 6.0 shall be construed to prevent the Selkirk First Nation from acquiring additional licenses or permits in respect of a sector of the commercial freshwater sports fishing industry applicable to Ta'tla Mun in accordance with Laws of General Application.
- 7.0 Approval of the Management Plan**
- 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.
- 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".

- 8.0 Implementation and Review
- 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.
- 8.3 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.
- 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.

SCHEDULE "C"LHUTSAW WETLAND HABITAT PROTECTION AREA

- 1.0 Establishment
- 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;
- 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.

## 2.0 Fish and Wildlife

- 2.1 For greater certainty, the Selkirk First Nation and Selkirk People have, within the Area, all rights set out in Chapter 16 - Fish and Wildlife.
- 2.2 For greater certainty, the powers and responsibilities of Government and of the Selkirk First Nation for the management of Fish and Wildlife in the Area and their habitats shall be in accordance with Chapter 16 - Fish and Wildlife and with the Selkirk First Nation self-government agreement.

## 3.0 Forest Resources

- 3.1 In this schedule, "Forest Resources" has the same meaning as in Chapter 17 - Forest Resources.
- 3.2 The harvesting of Forest Resources in the Area shall be subject to the provisions of the management plan approved pursuant to 5.0.

**4.0 Management Plan**

- 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.
- 4.3 The management plan shall be consistent with the following objectives:
- 4.3.1 the Conservation of Fish and Wildlife and Fish and Wildlife habitat for the benefit of Yukon residents;
  - 4.3.2 recognition of the importance of the Area to Selkirk People and protection of the use of the Area by Selkirk People;
  - 4.3.3 the protection of the full diversity of Wildlife populations and their habitats from activities that could reduce the Area's capability to support Wildlife; and
  - 4.3.4 the encouragement of public awareness of and appreciation for the natural resources of the Area.
- 4.4 The steering committee shall consider and the management plan may address matters pertaining to the management of the Area including:
- 4.4.1 Fish and Wildlife management and protection;
  - 4.4.2 habitat management and protection;
  - 4.4.3 land use;
  - 4.4.4 recreational use;
  - 4.4.5 access to and use of the Area for commercial purposes;
  - 4.4.6 harvesting of Forest Resources;
  - 4.4.7 scientific research;

- 4.4.8 traditional knowledge, customs and culture of Yukon Indian People in connection with the Area;
- 4.4.9 the role and views of Yukon First Nation elders in the development of the management plan;
- 4.4.10 measures to enhance public awareness and appreciation of the Area;
- 4.4.11 recommendations respecting any withdrawal of portions of the mines and minerals 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 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.
- 4.5 The preparation of the management plan shall include a process for public consultation, which for greater certainty includes consultation with Selkirk People.
- 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.
- 5.0 **Approval and Review of the Management Plan**
- 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.
- 5.2.1 Nothing in this schedule shall be construed to confer upon an arbitrator appointed pursuant to 5.2, any power to determine resources to be provided in connection with the Area by either the Selkirk First Nation or Government.
- 5.3 The management plan which is jointly approved pursuant to 5.1 or decided upon pursuant to 5.2 shall be the "Approved Management Plan".
- 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.
- 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.
- 6.0 **Implementation**
- 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.



CHAPTER 10 - SPECIAL MANAGEMENT AREAS

No specific provisions for this chapter.

CHAPTER 10 - SPECIAL MANAGEMENT AREAS**Specific Provision**

- 10.3.2.1 The Nisutlin River Delta National Wildlife Area shall be established as a Special Management Area and the specific provisions in respect of the Nisutlin River Delta National Wildlife Area are set out in Schedule A - Nisutlin River Delta National Wildlife Area, attached to this chapter.

**SCHEDULE A****NISUTLIN RIVER DELTA NATIONAL WILDLIFE AREA****1.0 Objectives**

1.1 The objectives of this schedule are as follows:

- 1.1.1 to establish a national wildlife area in the Nisutlin River delta to conserve nationally and locally important Wildlife and Wildlife habitat for the benefit of all Canadians;
- 1.1.2 to recognize and protect the traditional and current use of the Area by Teslin Tlingit;
- 1.1.3 to protect the full diversity of Wildlife populations and their habitats from activities which could reduce the land's capability to support Wildlife; and
- 1.1.4 to encourage public awareness of and appreciation for the natural resources of the Area.

**2.0 Definitions**

In this schedule, the following definition shall apply.

"Forest Resources" has the same meaning as in Chapter 17 - Forest Resources.

**3.0 Establishment**

- 3.1 Canada shall establish a national wildlife area in the Nisutlin River delta (the "Area") pursuant to the Canada Wildlife Act, R.S.C. 1985, c. W-9 on the Effective Date of this Agreement.
- 3.2 The boundaries of the Area shall be as set out on map "Nisutlin River Delta National Wildlife Area, (NRDNWA)", in Appendix B - Maps, which forms a separate volume to this Agreement.

3.3 No land forming part of the Area shall be removed from national wildlife area status under the Canada Wildlife Act, R.S.C. 1985, c. W-9, without the consent of the Teslin Tlingit Council.

4.0 **Fish and Wildlife**

4.1 Teslin Tlingit shall have the right to harvest Fish and Wildlife in the Area in accordance with their Harvesting rights pursuant to Chapter 16 - Fish and Wildlife.

5.0 **Forest Resources**

5.1 Teslin Tlingit shall have the right, during all seasons of the year, to harvest Forest Resources in the Area for purposes incidental to:

5.1.2 the exercise of their traditional pursuits of hunting, fishing, trapping and gathering; and

5.1.3 the practice of their traditional customs, culture and religion or for the traditional production of handicrafts and implements.

5.2 The right provided by 5.1 is subject to the provisions of 17.3.2, 17.3.3, 17.3.4.1, 17.3.4.2 and 17.3.6 of Chapter 17 - Forest Resources.

6.0 **Management of the Area**

6.1 Except as otherwise provided in this schedule, the Area shall be managed in accordance with the Canada Wildlife Act, R.S.C. 1985, c. W-9, and the management plan established for the Area pursuant to 7.0, as approved by the Minister.

6.2 The responsible agencies, and the Board and Councils, shall make best efforts to coordinate the management of Fish and Wildlife populations which cross the boundary of the Area.

6.3 Mining, prospecting and locating of mines and minerals 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 shall not be permitted in the Area except under the terms and conditions which are consistent with the Canada Wildlife Act, R.S.C. 1985, c. W-9 and the approved management plan.

#### 7.0 Management Plan Implementation

7.1 The management plan for the Area shall be prepared jointly by the Teslin Renewable Resources Council and the Canadian Wildlife Service and recommended to the Minister within 22 months of the Effective Date of this Agreement.

7.1.1 If the Teslin Renewable Resources Council and the Canadian Wildlife Service are unable to agree within 22 months on part or all of the contents of the management plan, they shall, within a further period not exceeding 60 days, jointly identify the outstanding matters and refer them to the Minister together with that part, if any, of the management plan which has been prepared and is being recommended.

7.2 The Minister shall consider and decide the matters recommended or referred to the Minister pursuant to 7.1 within 60 days of the recommendation or referral.

7.3 The Minister may extend the time provided in 7.2 by 30 days.

7.4 The Minister shall forward his decision under 7.2 to the Teslin Renewable Resources Council and to the Canadian Wildlife Service in writing and the plan shall be implemented in accordance with 6.1.

7.5 Government shall implement as soon as practicable the management plan established pursuant to 7.0.

#### 8.0 Management Plan

8.1 The management plan shall include recommendations respecting the regulation of recreational land use in the Area for the purpose of minimizing land use conflicts and negative environmental impacts.

8.2 In preparing the management plan, the Teslin Renewable Resources Council and the Canadian Wildlife Service shall take into account the traditional and current use of the Area by Teslin Tlingit.

8.3 The development of the management plan shall include a process for public consultation.

#### 9.0 Review and Amendments

9.1 The management plan shall be reviewed jointly by Government and the Teslin Renewable Resources Council no later than five years after its initial approval and at least every 10 years thereafter.

9.2 Any proposed amendments to the management plan shall be referred before approval to the Teslin Renewable Resources Council for its review and recommendations.

9.3 The provisions of 16.8.0 shall apply in respect of any recommendations made pursuant to 9.2.

#### 10.0 Site Specifics

10.1 Subject to 4.1 and 5.0, the use of Site Specific Settlement Land within the Area may be limited in accordance with the Canada Wildlife Act, R.S.C. 1985, c. W-9, and the approved management plan for the Area.

**CHAPTER 10 - SPECIAL MANAGEMENT AREAS****Specific Provision**

10.3.2.1 Tombstone Territorial Park is established as a Special Management Area and the specific provisions in respect of Tombstone Territorial Park are set out in Schedule A - Tombstone Territorial Park, attached to this chapter.

**Specific Provision**

10.3.4.1 Nothing in 10.3.4 shall be construed to prevent Government from informing the Tr'ondëk Hwëch'in of a proposal referred to in 10.3.4.



SCHEDULE ATOMBSTONE TERRITORIAL PARK**1.0 Objectives**

1.1 The objectives of this schedule are:

- 1.1.1 to protect for all time a natural area of territorial significance which includes representative portions of the Mackenzie Mountains ecoregion, including the Ogilvie Mountains and Blackstone Uplands areas, and contains important physical and biological features as well as sites of archaeological, historical and cultural value, by the establishment of a territorial park under the Parks Act, R.S.Y. 1986, c. 126, to be known as the Tombstone Territorial Park (the "Park");
- 1.1.2 to recognize and protect the traditional and current use of the area by Tr'ondëk Huch'in in the development and management of the Park;
- 1.1.3 to recognize and honour Tr'ondëk Hwëch'in history and culture in the area through the establishment and operation of the Park;
- 1.1.4 to encourage public awareness, appreciation and enjoyment of the natural, historical and cultural resources of the Park in a manner that will ensure it is protected for the benefit of future generations;
- 1.1.5 to provide a process to develop a management plan for the Park;
- 1.1.6 to provide economic opportunities to the Tr'ondëk Hwëch'in in the development, operation and management of the Park in the manner set out in this schedule;

## 2.0 Definitions

2.1 In this schedule, the following definitions shall apply.

"Core Area" means that area identified as such on map "Tombstone Territorial Park, (TTP)", in Appendix B - Maps, which forms a separate volume to this Agreement, but not including:

(a) the lands described as Parcel S-26B/D, Parcel S-207B/D and Parcel S-208B/D in Appendix A - Settlement Land Descriptions to this Agreement, nor any land lying between those Parcels and the Major Highway known as the Dempster Highway; or

(b) Lot 1000, Quad 116 B/8, Plan 70864 CLSR, 95-124 LTO.

"Study Area 1" means that area identified as such on map "Tombstone Territorial Park, (TTP)", in Appendix B - Maps, which forms a separate volume to this Agreement.

"Study Area 2" means that area identified as such on map "Tombstone Territorial Park, (TTP)", in Appendix B - Maps, which forms a separate volume to this Agreement.

"Study Area" means both Study Area 1 and Study Area 2.

## 3.0 Establishment

3.1 Yukon shall establish the Core Area, and such portions of the Study Area as are decided pursuant to 5.0 to be included in the Park, as a natural environment park under the Parks Act, R.S.Y. 1986, c.126, in accordance with this schedule, as soon as practical following the determination of the boundaries of the Park pursuant to 5.0.

3.2 Canada shall transfer to the Commissioner of the Yukon the administration and control of Crown Land within the Park, excluding the mines and minerals and the right to work the mines and minerals, as soon as practical following the determination of the boundaries of the Park pursuant to 5.0.

3.3 Subject to 3.6, Canada shall prohibit entry on the Core Area and Study Area 1 for the purpose of 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, withdraw the Core Area and Study Area 1 from the disposal of any interest pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7, and prohibit the issuance of interests under the Canadian Petroleum Resources Act, R.S.C. 1985 (2nd Supp.), c. 36 in the Core Area and Study Area 1 for 24 months from the Effective Date of this Agreement or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.

3.3.1 Subject to 3.6, no one may carry out any activities related to the exploration or production of Oil and Gas in the Core Area and Study Area 1 for 24 months from the Effective Date of this Agreement or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.

3.3.2 Subject to 3.6, no one may explore for coal or stake for coal in the Core Area or Study Area 1 for 24 months from the Effective Date of this Agreement or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.

3.4 Canada shall notate on its Territorial Resource Base Maps and staking sheets Study Area 2 as "Tombstone Park Study Area" for 24 months from the Effective Date of this Agreement or until the boundaries of the Park are determined pursuant to 5.0, whichever is earlier.

3.5 Following determination of the boundaries of the Park pursuant to 5.0, and subject to 3.6, Canada shall prohibit entry on the Park for the purpose of 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, withdraw the Park from the disposal of any interest pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7 and prohibit the issuance of interests under the Canadian Petroleum Resources Act, R.S.C. 1985 (2nd Supp.), c. 36 in the Park.

- 3.5.1 Following determination of the boundaries of the Park pursuant to 5.0, and subject to 3.6, no one may carry out any activities related to the exploration or production of Oil and Gas in the Park.
- 3.5.2 Following determination of the boundaries of the Park pursuant to 5.0, and subject to 3.6, no one may explore for coal in the Park.
- 3.6 For greater certainty, the provisions of 3.3 and 3.5 shall not apply in respect of:
- 3.6.1 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;
- 3.6.2 oil and gas interests under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, existing on the Effective Date;
- 3.6.3 rights granted under section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-7, existing on the Effective Date; and
- 3.6.4 any successor or replacement rights and any new leases, licenses, permits or other rights which may be granted in respect of an interest described in 3.6.1, 3.6.2 or 3.6.3.
- 3.7 Designation as a natural environment park shall not be removed from any part of the Park except by the agreement of Government and the Tr'ondëk Hwèch'in.
- 4.0 Steering Committee**
- 4.1 Government shall, as soon as practical and in any case no later than 90 days after the Effective Date of this Agreement, establish a steering committee (the "Steering Committee") to:

- 4.1.1 review the Study Area and make recommendations on whether to include within the boundaries of the Park any portion of the Study Area; and thereafter to
- 4.1.2 prepare a management plan (the "Management Plan") for the Park.
- 4.2 The Steering Committee shall be comprised of four members of whom two shall be nominated by Government and two shall be nominated by the Tr'ondĕk Hwĕch'in.
- 4.3 Prior to any appointments being made to the Steering Committee, the Minister and the Tr'ondĕk Hwĕch'in shall make reasonable efforts to reach consensus as to the individuals which each nominates to the Steering Committee.
- 4.4 In attempting to reach consensus under 4.3, the Minister and the Tr'ondĕk Hwĕch'in shall consider:
  - 4.4.1 any prospective nominee's familiarity with and sensitivity to Tr'ondĕk Hwĕch'in culture and to the aspirations of the Tr'ondĕk Hwĕch'in relating to the Park;
  - 4.4.2 any prospective nominee's familiarity with renewable resources issues in the Park, park planning and park management, however, a prospective nominee will not be disqualified only because that nominee is not familiar with park planning and park management issues;
  - 4.4.3 the compatibility of proposed nominees; and
  - 4.4.4 any other matters to which the Minister and the Tr'ondĕk Hwĕch'in agree.
- 4.5 If, after having made the reasonable efforts required by 4.3, the Minister and the Tr'ondĕk Hwĕch'in are unable to reach consensus, either may give written notice to the other setting out the names of the individuals whom it intends to nominate to the Steering Committee and 14 days thereafter may so nominate those individuals.



4.6 In conducting the review and preparing the Management Plan, the Steering Committee shall recognize that oral history is a valid and relevant form of research for establishing the historical significance of Heritage Sites and Moveable Heritage Resources in the Park directly related to the history of the Tr'ondëk Hwëch'in.

#### 5.0 Boundary Review

5.1 In its review of the Study Area, the Steering Committee shall provide for a public consultation process which recognizes the territorial significance of the Park.

5.2 Identification of any portions of the Study Area to be recommended for inclusion in the Park shall be consistent with and guided by the objectives of this schedule.

5.3 The Steering Committee shall make best efforts to complete its review of the Study Area, and to provide its recommendations to Government and the Tr'ondëk Hwëch'in as to the boundaries of the Park, within 18 months of the Effective Date of this Agreement.

5.4 The Tr'ondëk Hwëch'in or Government may refer the recommendations of the Steering Committee to the Yukon Heritage Resources Board, the Yukon Fish and Wildlife Management Board and the Dawson District Renewable Resources Council for their review and recommendations.

5.5 Within 90 days of receipt of the Steering Committee's recommendations, Government and the Tr'ondëk Hwëch'in shall jointly review those recommendations and shall make reasonable attempts to reach consensus as to the boundaries of the Park.

5.6 If Government and the Tr'ondëk Hwëch'in are unable to reach consensus as to the boundaries of the Park, either may refer the matter to the dispute resolution process under 26.4.0.

5.7 If the matter referred to the dispute resolution process under 5.6 is not resolved, the Minister may accept, vary or set aside the recommendations of the Steering Committee under 5.3 and the decision of the Minister as to the boundaries of the Park shall be forwarded to the Tr'ondëk Hwëch'in and to Canada.

## 6.0 Management Plan

6.1 The Steering Committee shall make best efforts to recommend a Management Plan to Government and to the Tr'ondëk Hwëch'in within 18 months of the determination of the boundaries of the Park pursuant to 5.0.

6.2 The Management Plan shall be consistent with the objectives of this schedule.

6.3 In preparing the Management Plan, the Steering Committee shall provide for a public consultation process which recognizes the territorial significance of the Park.

6.4 The Management Plan shall address all matters pertaining to the management of the Park, including:

6.4.1 management and protection of Fish and Wildlife and their habitat in the Park;

6.4.2 management and protection of other renewable resources in the Park;

6.4.3 management and protection of Heritage Resources in the Park;

6.4.4 access to and use of the Park for recreational activities;

6.4.5 access to and use of the Park for public harvesting of Fish and Wildlife;

6.4.6 access to and use of the Park for commercial purposes;

6.4.7 traditional knowledge, customs and culture of Tr'ondëk Huch'in in connection with the Park and its natural and cultural resources;



- 6.4.8 the role and views of Tr'ondëk Hwëch'in elders in relation to the Park;
  - 6.4.9 the interest of the Tr'ondëk Hwëch'in in the interpretation of place names and Heritage Resources in the Park directly related to the culture of the Tr'ondëk Hwëch'in;
  - 6.4.10 measures to enhance public awareness and appreciation of the Park;
  - 6.4.11 identification of specific economic opportunities for the Tr'ondëk Hwëch'in and Tr'ondëk Huch'in in the Park;
  - 6.4.12 permitting or other methods of regulating use of the Park; and
  - 6.4.13 such other matters as the Tr'ondëk Hwëch'in and Government may jointly request the Steering Committee to consider.
- 6.5 The Steering Committee may refer the Management Plan to the Yukon Heritage Resources Board, the Yukon Fish and Wildlife Management Board and the Dawson District Renewable Resources Council for their review and recommendations.

## **7.0 Approval and Review of the Management Plan**

- 7.1 Within 90 days of receipt of the Management Plan, Government and the Tr'ondëk Hwëch'in shall jointly review the provisions set out therein and shall make reasonable efforts to reach a consensus as to the provisions to be included in the Management Plan.
- 7.2 If Government and the Tr'ondëk Hwëch'in are unable to reach a consensus under 7.1, either may refer the matter to the dispute resolution process under 26.4.0.
- 7.3 If the matter referred to the dispute resolution process under 7.2 is not resolved, Government may accept, vary or set aside the provisions set out in the Management Plan, and the decision of Government as to the provisions to be included in the Management Plan shall be forwarded to the Tr'ondëk Hwëch'in.

**8.0 Fish and Wildlife**

8.1 For greater certainty, the Tr'ondëk Hwëch'in and Tr'ondëk Huch'in have the right to harvest Fish and Wildlife in the Park in accordance with Chapter 16 - Fish and Wildlife of this Agreement.

**9.0 Forest Resources**

9.1 The right of the Tr'ondëk Hwëch'in and Tr'ondëk Huch'in to harvest Forest Resources in the Park pursuant to Chapter 17 - Forest Resources shall be subject to the provisions of the Management Plan.

**10.0 Economic Opportunities**

10.1 In evaluating any competitive proposal, bid or tender for work associated with the establishment of the Park, construction of Park facilities and the operation and maintenance of the Park, Government shall include among the factors for consideration, employment of Tr'ondëk Huch'in, and Tr'ondëk Hwëch'in and Tr'ondëk Huch'in ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

10.2 Nothing in 10.1 shall be construed to mean that the criteria for employment of Tr'ondek Huch'in, or for Tr'ondëk Hwëch'in and Tr'ondek Huch'in ownership or equity investment shall be the determining criteria in the award of any contract.

10.3 If a licensing or permitting regime in respect of a sector of the commercial wilderness adventure travel industry applicable to the Park is established and Government places a limit upon the number of such licenses or permits to be issued in respect of the Park, the Tr'ondëk Hwëch'in shall have a right of first refusal to acquire a portion of those licenses or permits as follows:

10.3.1 in the first year that Government places the limit, Government shall offer to the Tr'ondëk Hwëch'in in respect of the Park:

10.3.1.1 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 Tr'ondëk Hwëch'in Firms to operate at their then existing level in the Park; or

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

whichever is less; and

10.3.2 in the second year, and each year thereafter, Government shall offer to the Tr'ondëk Hwëch'in any new licenses or permits issued from time to time in the Park until the Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in Firms together have been issued 25 percent of the licenses or permits issued from time to time.

10.4 In calculating the number of licenses or permits required to be offered to the Tr'ondëk Hwëch'in pursuant to 2.1 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures, the total number of licenses or permits to be issued in the Park in respect of a sector of the commercial wilderness adventure travel industry shall be included in the total number of licenses or permits to be issued in the Traditional Territory of the Tr'ondëk Hwëch'in in respect of that sector.

10.5 The number of licenses or permits offered to the Tr'ondëk Hwëch'in pursuant to this schedule shall not be included in the calculation of the number of licenses or permits required to be offered to the Tr'ondëk Hwëch'in pursuant to 2.1 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures.

10.6 The conditions set out at 4.0 of Schedule A, Part II - Allocation of Licenses, Permits and Concessions of Chapter 22 - Economic Development Measures shall apply, with the exception of 4.13 which shall not apply, to the licenses or permits referred to in 10.3 and the issuance of such licenses or permits.

10.7 Nothing in 10.3 shall be construed to prevent the Tr'ondëk Hwëch'in from acquiring additional licenses or permits in respect of a sector of the commercial wilderness adventure travel industry applicable to the Park in accordance with Laws of General Application.

#### **11.0 Heritage**

11.1 The Han language shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of the Tr'ondëk Hwëch'in that may be erected in, or related to, the Park.

11.2 When considering the naming or renaming of places or features in the Park, the responsible agency shall Consult with the Tr'ondëk Hwëch'in.

11.3 Procedures to manage and protect Tr'ondëk Hwëch'in Burial Sites shall be established in accordance with Chapter 13 - Heritage of this Agreement.

11.4 In developing the Management Plan, the Steering Committee shall take into account the cultural and heritage significance of the heritage routes and sites within the Park identified in Schedule C - Heritage Routes and Sites to Chapter 13 of this Agreement and on map Tr'ondëk Hwëch'in Heritage Routes and Sites ("THHRAS"), in Appendix B - Maps, which forms a separate volume to this Agreement.

#### **12.0 Implementation and Review**

12.1 The Park shall be managed in accordance with the Parks Act, R.S.Y. 1986, c. 126, the Wildlife Act, R.S.Y. 1986, c. 178 and the Historic Resources Act, S.Y. 1991, c. 8 and the Management Plan, or prior to the approval of the Management Plan, in accordance with the objectives set out in 1.0.

- 12.2 Prior to establishment of the Park under 3.1, the Core Area and Study Area 1 shall be managed in accordance with the objectives set out in 1.0.
- 12.3 The Management Plan shall be jointly reviewed by Government and the Tr'ondëk Hwëch'in no later than 10 years after its initial approval and at least every 10 years thereafter.
- 12.4 Review of the Management Plan under 12.3 shall include a process for public consultation.
- 12.5 Government and the Tr'ondëk Hwëch'in shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Management Plan.
- 12.6 If Government and the Tr'ondëk Hwëch'in are unable to reach consensus pursuant to 12.5, Government shall determine what action, if any, shall result from the review of the Management Plan and shall advise the Tr'ondëk Hwëch'in of its decision.
- 12.7 Government and the Tr'ondëk Hwëch'in shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Management Plan.

### **13.0 Development Assessment and Land Use Planning**

- 13.1 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and a Designated Office shall consider the Management Plan.
- 13.2 In developing a land use plan which includes all or part of the Park, a Regional Land Use Planning Commission shall consider the Management Plan.

CHAPTER 10 - SPECIAL MANAGEMENT AREAS**Specific Provision**

- 10.3.2.1 Vuntut National Park shall be established as a Special Management Area and the specific provisions in respect of Vuntut National Park are set out in Schedule A - Vuntut National Park, attached to this chapter.
- 10.3.2.2 Fishing Branch Ecological Reserve shall be established as a Special Management Area and the specific provisions in respect of Fishing Branch Ecological Reserve are set out in Schedule B - Fishing Branch Ecological Reserve, attached to this chapter.
- 10.3.2.3 Old Crow Flats Area shall be established as a Special Management Area and the specific provisions in respect of Old Crow Flats Area are set out in Schedule C - Old Crow Flats Area, attached to this chapter.



SCHEDULE AVUNTUT NATIONAL PARK

## 1.0 Objectives

1.1 The objectives of this schedule are as follows:

- 1.1.1 to recognize Vuntut Gwitchin history and culture, and the rights provided for in this schedule, in the establishment and operation of the Park;
- 1.1.2 to recognize and protect the traditional and current use of the Park by Vuntut Gwitchin in the development and management of the Park;
- 1.1.3 to protect for all time a representative natural area of national significance in the Northern Yukon Natural Region, including representative portions of the Old Crow Flats wetlands and the surrounding foothills which contain important waterfowl habitat, critical parts of the Porcupine Caribou range, and archaeological and paleontological resources of international significance;
- 1.1.4 to encourage public understanding, appreciation and enjoyment of the Park in a manner which leaves it unimpaired for future generations;
- 1.1.5 to provide economic and employment opportunities and participation for Vuntut Gwitchin in the development, operation and management of the Park;
- 1.1.6 to recognize that oral history is a valid and relevant form of research for establishing the historical significance of the Heritage Sites and Moveable Heritage Resources in the Park directly related to the history of the Vuntut Gwitchin; and
- 1.1.7 to recognize the interest of Vuntut Gwitchin in the interpretation of aboriginal place names and Heritage Resources in the Park directly related to the culture of the Vuntut Gwitchin.



**2.0 Definitions**

In this schedule, the following definitions shall apply.

"Conservation" means the management of the cultural and natural resources of the Park to ensure the protection of the Fish and Wildlife and their habitat and the natural evolution of the ecosystem as a priority while recognizing the traditional and continuing use of the Park's resources by Vuntut Gwitchin.

"Council" means the Renewable Resources Council established for the Vuntut Gwitchin First Nation Traditional Territory pursuant to Chapter 16 - Fish and Wildlife.

"Edible Fish or Wildlife Product" has the same meaning as in Chapter 16 - Fish and Wildlife.

"Furbearers" has the same meaning as in Chapter 16 - Fish and Wildlife.

"Harvest" and "Harvesting" means gathering, hunting, trapping or fishing in accordance with this schedule.

"Minister" means the Minister of the Government of Canada responsible for the administration of the National Parks Act, R.S.C. 1985, c.N-14.

"Non-edible By-Product" has the same meaning as in Chapter 16 - Fish and Wildlife.

"Northern Yukon National Park" means the existing National Park comprising the western portion of the Yukon North Slope established pursuant to the Inuvialuit Final Agreement.

"Park" means the National Park in the vicinity of Old Crow, Yukon to be named "Vuntut National Park" established in accordance with this agreement and more particularly described as follows:

bounded on the north by the southerly boundary of the Northern Yukon National Park Reserve following the height of land and by the eastward continuation of the height of land; bounded on the west by the Canada-United States of America (Yukon-Alaska) boundary; bounded on the south and east by the left bank of the Old Crow River and the right bank of Black Fox Creek, all as depicted on map, Vuntut National Park, (VNP), in Appendix B - Maps, which forms a separate volume to this Agreement.

"Park Management Plan" means the management plan described in the National Parks Act, R.S.C. 1985, c.N-14.

"Plants" means all flora in a wild state but does not include Trees.

"Sport Fishing" means angling as defined under the National Parks Act, R.S.C. 1985, c. N-14, but does not include angling for Subsistence by Vuntut Gwitchin.

"Subsistence" means:

- (a) the use of Edible Fish or Wildlife Products, or edible Plant products, by Vuntut Gwitchin for sustenance and for food for traditional ceremonial purposes including potlatches; and
- (b) the use by Vuntut Gwitchin of Non-Edible By-Products of harvests of Fish or Wildlife under (a) for such domestic purposes as clothing, shelter or medicine, and for domestic, spiritual and cultural purposes; but
- (c) except for traditional production of handicrafts and implements by Vuntut Gwitchin, does not include commercial uses of:
  - (i) Edible Fish or Wildlife Products;
  - (ii) Non-Edible By-Products; or
  - (iii) edible Plant products.

"Tree" has the same meaning as in Chapter 17 - Forest Resources.

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

**3.0 Park Establishment**

- 3.1 Canada shall establish the Park as "Vuntut National Park" pursuant to the National Parks Act, R.S.C. 1985, c. N-14, in accordance with this schedule, on the Effective Date of this Agreement.
- 3.2 No lands forming part of the Park shall be removed from National Park status without the consent of the Vuntut Gwitchin First Nation.

**4.0 Harvesting Rights**

- 4.1 Subject to 4.22, Vuntut Gwitchin shall have the exclusive right to Harvest for Subsistence within the Park, all species of Fish and Wildlife for themselves and their families in all seasons of the year and in any numbers, subject only to limitations prescribed pursuant to this schedule.
- 4.1.1 Vuntut Gwitchin shall have the right to Harvest edible Plant products for Subsistence within the Park for themselves and their families in all seasons of the year and in any number, subject only to limitations prescribed pursuant to this schedule.
- 4.2 Except as otherwise provided in this schedule, Harvesting and management of Fish and Wildlife in the Park shall be in accordance with the National Parks Act, R.S.C. 1985, c. N-14.
- 4.3 Vuntut Gwitchin shall have the right to employ traditional and current methods of, and equipment for, Harvesting pursuant to 4.1, whether limited to an allowable harvest or not, subject to limitations implemented following a recommendation from the Council pursuant to 6.1.2 or 6.1.4, in addition to any other limitations provided in Legislation enacted for purposes of Conservation, public health or public safety.
- 4.4 Nothing in this schedule shall be construed to grant Vuntut Gwitchin any right to buy, sell, or offer for sale any Migratory Game Bird, Migratory Game Bird's egg or parts thereof not authorized for sale by Legislation.

- 4.5 Vuntut Gwitchin shall have the right to give, trade, barter or sell among themselves, other Yukon Indian People and beneficiaries of adjacent Transboundary Agreements all Edible Fish or Wildlife Products, and edible Plant products Harvested by them for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not, in order to maintain traditional sharing among Vuntut Gwitchin and other Yukon Indian People, and with beneficiaries of adjacent Transboundary Agreements, for domestic purposes but not for commercial purposes.
- 4.6 Subject to Laws of General Application, unless otherwise agreed to by the Parties to this Agreement, the Vuntut Gwitchin 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 for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not.
- 4.7 The right to Harvest for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not, includes the right to possess and transport the parts and products of Fish, Wildlife and edible Plants in the Yukon.
- 4.8 The exercise of rights under this schedule is subject to limitations provided for elsewhere in this schedule and to limitations provided for in Legislation enacted for purposes of Conservation, public health or public safety.
- 4.8.1 Any limitation provided for in Legislation pursuant to 4.8 must be consistent with this schedule, and must be reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.
- 4.8.2 Government shall Consult with the Vuntut Gwitchin First Nation before imposing a limitation pursuant to 4.8.
- 4.9 Nothing in this schedule shall be construed as an admission by Government that the Migratory Birds Convention Act, R.S.C. 1985, c. M-7 does not satisfy the terms of 4.8.

- 4.10 For the purposes of application of 4.8 to Harvesting rights of Vuntut Gwitchin for migratory birds in the Park, "Conservation" includes considerations related to conservation of Migratory Game Birds indigenous to the Yukon while those Migratory Game Birds are in other jurisdictions.
- 4.11 Where in accordance with this schedule, an allowable harvest in the Park is established for a species of Freshwater Fish or Wildlife, the following provisions shall apply:
- 4.11.1 the Vuntut Gwitchin First Nation shall decide whether to allocate any part, or all, of that allowable harvest to Vuntut Gwitchin and shall notify the Park superintendent in writing of its decision;
- 4.11.2 where the Vuntut Gwitchin First Nation decides to allocate part, or all, of that allowable harvest, the notice pursuant to 4.11.1 shall specify the allocation of Freshwater Fish or the number and species of Wildlife to be harvested; and
- 4.11.3 the right of Vuntut Gwitchin to Harvest Freshwater Fish or Wildlife for which an allowable harvest has been established is contingent upon that person being allocated part of the allowable harvest by the Vuntut Gwitchin First Nation.
- 4.12 The Vuntut Gwitchin First Nation may manage, administer, allocate or otherwise regulate:
- 4.12.1 the exercise of rights of Vuntut Gwitchin under 4.0; and
- 4.12.2 the Harvesting by persons who are beneficiaries of adjacent land claims settlements in Canada who have been granted authorization to Harvest within the Park pursuant to 4.22, where not inconsistent with the regulation of those rights by Government in accordance with 4.8 and other provisions of this schedule.



- 4.13 The Vuntut Gwitchin First Nation shall establish and maintain a register of harvest information relating to Harvesting in the Park which contains a record of the allocation of Harvesting rights among Vuntut Gwitchin and a record of what is Harvested, and such other harvest information as is prescribed by the Council.
- 4.13.1 The register of harvest information shall be made available to the Park superintendent on a regular and timely basis in a manner prescribed by the Council.
- 4.14 Upon the request of a Park warden, or other persons with lawful authority, Vuntut Gwitchin, other than the Elders listed in Appendix "I" of this schedule, who are exercising their Harvesting rights in the Park shall show proof of enrollment under this Agreement.
- 4.15 The Minister, after Consultation with the Council, may require Vuntut Gwitchin to obtain a permit or licence for Harvesting within the Park but no fee or charge shall be imposed by Government for such permit or licence.
- 4.15.1 Upon the request of the Vuntut Gwitchin First Nation, the Minister, after Consultation with the Council, may allow the Vuntut Gwitchin First Nation to issue the permits or licences referred to in 4.15.
- 4.16 The Canadian Parks Service shall offer to the Vuntut Gwitchin First Nation any Fish or Wildlife harvested within the Park for Park management purposes, unless such Fish or Wildlife is required for scientific or Park management purposes or as evidence in a court of law.
- 4.17 Vuntut Gwitchin shall have the right to retain and maintain existing cabins, and to retain the use of and maintain camps, caches and trails in the Park that are necessary for, and are to be used incidental to, exercising the Harvesting rights provided for in 4.0.



- 4.18 Subject to 4.19, Vuntut Gwitchin shall have the right to establish or expand cabins, camps, caches and trails in the Park that are necessary for, and are to be used incidental to, the exercise of Harvesting rights provided for in 4.0, provided that the location of such cabins, camps, caches and trails conforms with the Park Management Plan.
- 4.19 Vuntut Gwitchin proposing to establish a cabin in the Park shall make a request to the Council.
- 4.19.1 The Council shall consider the request and determine:
- 4.19.1.1 whether the location of the proposed cabin conforms with the Park Management Plan; and
- 4.19.1.2 whether the cabin is necessary for the exercise of Harvesting rights provided for in this schedule.
- 4.19.2 Following consideration of the request, the Council shall make a recommendation to the Park superintendent.
- 4.19.3 The provisions of 6.3 to 6.7.2 apply to a recommendation of the Council pursuant to 4.19.2.
- 4.19.4 Subject to limitations prescribed pursuant to 4.8, the Council and the Park superintendent shall approve the request referred to in 4.19, where the cabin conforms to the Park Management Plan and is necessary for the exercise of Harvesting rights provided for in this schedule.
- 4.20 Vuntut Gwitchin shall have the right, during all seasons of the year, to harvest Trees in the Park for purposes incidental to the exercise of the Harvesting rights provided for in this schedule.
- 4.21 Vuntut Gwitchin shall not be charged a user fee or similar charge for entry into or use of the Park for non-commercial purposes or to exercise Harvesting rights under 4.0.

- 4.22 In accordance with 4.23 and 4.24, on the request of the Vuntut Gwitchin First Nation, the Minister may authorize persons who are not Vuntut Gwitchin to Harvest Fish and Wildlife in the Park.
- 4.23 Where a request pursuant to 4.22 is on behalf of a person who is not a beneficiary of an adjacent land claims settlement in Canada:
- 4.23.1 the Vuntut Gwitchin First Nation may recommend to the Minister the terms and conditions under which the authorization should be granted; and
  - 4.23.2 the Minister may grant the authorization on such terms and conditions as the Minister stipulates.
- 4.23 Where a request pursuant to 4.22 is on behalf of a person who is not a beneficiary of an adjacent land claims settlement in Canada:
- 4.23.1 the Vuntut Gwitchin First Nation may recommend to the Minister the terms and conditions under which the authorization should be granted; and
  - 4.23.2 the Minister may grant the authorization on such terms and conditions as the Minister stipulates.
- 4.24 Where a request pursuant to 4.22 is on behalf of a person who is a beneficiary of an adjacent land claims settlement in Canada and the Minister grants the authorization, that person may Harvest in the Park on the same basis as Vuntut Gwitchin under 4.0.

- 4.25 The Harvesting of Fish and Wildlife under an authorization granted pursuant to 4.23 or 4.24, shall be subject to the following:
- 4.25.1 for species for which a Total Allowable Harvest has been established outside the Park, the harvest within the Park by non-Vuntut Gwitchin shall be included in the harvest allocation to the Vuntut Gwitchin First Nation in respect of that species;
  - 4.25.2 caribou harvested shall be counted as part of the allocation, if any, to the Vuntut Gwitchin or the Vuntut Gwitchin First Nation under the 1985 Porcupine Caribou Management Agreement; and
  - 4.25.3 no permit, fee or other charge of any kind may be required or collected by the Canadian Parks Service, the Vuntut Gwitchin First Nation or any Vuntut Gwitchin associated with,
    - 4.25.3.1 requesting authorization from the Minister pursuant to 4.22, or
    - 4.25.3.2 the exercise of Harvesting privileges pursuant to an authorization granted by the Minister under 4.22.
- 4.26 Notwithstanding anything in this schedule, where there is a conflict between this schedule and the 1987 Canada-USA Agreement on the Conservation of the Porcupine Caribou Herd, or the 1985 Porcupine Caribou Management Agreement, those agreements shall prevail to the extent of the conflict. Any amendments to those agreements shall not be construed to diminish or adversely affect the rights of the Vuntut Gwitchin First Nation or the Vuntut Gwitchin under this schedule.
- 4.27 Employees, contractors and others employed in the development, operation or maintenance of the Park shall not exercise the Harvesting rights provided for in 4.0 or 5.0 while on duty in the course of employment or while in the course of carrying on business in the Park.

- 4.28 The Canadian Parks Service and the Yukon shall share information on trapline use and Furbearer management, and on the harvest of other Wildlife, inside the Park and adjacent to the Park in order to coordinate the management of Furbearer populations and other Wildlife.
- 4.29 Nothing in this schedule is intended to confer rights of ownership in any Fish or Wildlife.
- 4.30 Except as otherwise provided in Laws of General Application, no Person shall waste Edible Fish and Wildlife Products.
- 5.0 Trapping in the Park
- 5.1 Subject to 4.22, Vuntut Gwitchin shall have the exclusive right to Harvest Furbearers within the Park in accordance with this schedule for the purpose of selling the pelts.
- 5.2 The Vuntut Gwitchin First Nation shall be responsible for allocating trapping opportunities in the Park to Vuntut Gwitchin, and for the alignment, realignment and grouping of individual traplines.
- 5.3 The Vuntut Gwitchin First Nation shall maintain a register of the allocation of trapping opportunities in the Park, and shall provide a copy of that register to the Park superintendent.
- 5.4 The Council may make recommendations to the Minister on the management of Furbearers and on seasons, quotas and other matters related to trapping in the Park.
- 5.5 Subject to this schedule, Vuntut Gwitchin shall comply with Laws of General Application when participating in commercial Harvesting in the Park.
- 5.5.1 Vuntut Gwitchin shall have the right to use leg-hold drowning sets for Furbearer Harvesting unless the Minister, upon recommendation of the Council, determines that such sets are inhumane.

**6.0 Role of the Renewable Resources Council**

6.1 The Council may make recommendations to the Minister on all matters pertaining to the development and management of the Park, including:

- 6.1.1 the management of Heritage Resources within the Park;
- 6.1.2 routes, methods and modes of access for Harvesting within the Park;
- 6.1.3 harvest limits and seasons for Harvesting in the Park;
- 6.1.4 locations and methods of Harvesting within the Park;
- 6.1.5 matters related to the development or management of the Park forwarded to the Council by the Minister;
- 6.1.6 proposed Park boundary adjustments;
- 6.1.7 development of and revisions to the Park Management Plan;
- 6.1.8 co-ordinating the management of Fish and Wildlife populations which cross the boundary of the Park with the Fish and Wildlife Management Board, affected Renewable Resource Councils and other responsible agencies; and
- 6.1.9 existing and proposed Legislation relating to the Park.

- 6.2 The provisions of 6.3 to 6.7.2 apply to recommendations by the Council pursuant to 6.1.1 to 6.1.4.
- 6.2.1 The provisions of 6.3 to 6.7.3 apply to recommendations made by the Council pursuant to 6.1.5 to 6.1.9.
- 6.3 Unless the Minister directs otherwise, all recommendations and decisions of the Council shall be kept confidential until the process in 6.4 to 6.7 has been completed or the time for the process has expired.
- 6.4 The Minister, within 60 days of the receipt of a recommendation of the Council, may accept, vary, set aside or replace the recommendation. Any proposed variation, replacement or setting aside shall be sent back to the Council by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Council.
- 6.4.1 The Minister may extend the time provided in 6.4 by 30 days.
- 6.4.2 Nothing in 6.4 shall be construed as limiting the application of 4.8.
- 6.5 The Council within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 6.4, shall make a final recommendation and forward it to the Minister with written reasons.
- 6.5.1 The Minister may extend the time provided under 6.5.
- 6.6 The Minister, within 45 days of receipt of a final recommendation, may accept or vary it, or set it aside and replace it.
- 6.6.1 The Minister shall provide the Council with notice of the Minister's final decision under 6.6.



- 6.7 The Government shall, as soon as practicable, implement:
- 6.7.1 all recommendations of the Council that are accepted by the Minister under 6.4;
  - 6.7.2 all decisions of the Minister under 6.6; and
  - 6.7.3 subject to 6.7.1 and 6.7.2, the recommendations of the Council pursuant to 6.1.1 to 6.1.4, after the expiry of the time provided in the process set out in 6.4 to 6.6.
- 6.8 Where the Council does not carry out one of its responsibilities, the Minister, after giving notice to the Council, may carry out that responsibility.
- 6.9 The Council shall make reasonable provisions for public involvement in the development of its recommendations.
- 6.10 The Park superintendent or his delegate shall meet annually with the Council to Consult on matters relating to the development and management of the Park.
- 6.10.1 The meeting referred to in 6.10 shall be held in the community of Old Crow, Yukon.
- 7.0 **Park Planning and Management**
- 7.1 Subject to the terms of this schedule, the Park shall be planned and managed according to the National Parks Act, R.S.C. 1985, c.N-14.
- 7.2 Any management plan or policy for the Park:
- 7.2.1 shall recognize the rights under this schedule of Vuntut Gwitchin to Harvest for Subsistence;
  - 7.2.2 shall provide for the protection of Fish and Wildlife and their habitat;



- 7.2.3 shall place particular emphasis on control, timing and location of visitor activities and means of visitor access to the park in order to provide for visitor safety and avoid conflicts with Harvesting activities of the Vuntut Gwitchin;
- 7.2.4 shall recognize the traditional and current use of the Park by Vuntut Gwitchin;
- 7.2.5 shall be consistent with the management principles described in 3.1.1, 3.1.3 and 3.1.4 of Schedule C - Old Crow Flats Area, attached to Chapter 10 - Special Management Areas; and
- 7.2.6 may address other matters pertaining to the management of the Park.
- 7.3 Government shall ensure that information it issues regarding the Park shall recognize the long association of Vuntut Gwitchin with the area comprising the Park and their past and present use of it.
- 7.4 Sport Fishing may be permitted in accordance with the National Parks Act, R.S.C. 1985, c. N-14, while recognizing that the right of Vuntut Gwitchin to Harvest Fish in the Park for Subsistence is a higher priority than Sport Fishing.
- 7.5 Subject to land or facilities being made available in accordance with 7.6, the Canadian Parks Service shall establish the primary visitor reception and information centre and the Park operations centre within the community of Old Crow, Yukon.
- 7.5.1 The Canadian Parks Service shall Consult with the Council and the Vuntut Gwitchin First Nation before it establishes the primary reception and information centre and the Park operations centre within the community of Old Crow, Yukon.
- 7.6 The Vuntut Gwitchin First Nation shall make suitable land or facilities available to Government at a fair market price for the establishment of the visitor reception and information centre, the Park operations centre and for housing for Park staff within the community of Old Crow.

- 7.7 In the event that manipulation of Wildlife populations by way of a controlled hunt is required in the Park, Government shall provide Vuntut Gwitchin with the first opportunity to conduct the hunt in coordination with Park officials, and to use the Wildlife parts and products resulting therefrom in accordance with this schedule.
- 7.8 Government shall make best efforts to coordinate the management of Fish and Wildlife in the Park with the management of Fish and Wildlife outside the Park by Government and by the Vuntut Gwitchin First Nation on Settlement Land.
- 8.0 **Heritage**
- 8.1 The ownership of Moveable Heritage Resources and Documentary Heritage Resources found in the Park shall be determined in accordance with Chapter 13 - Heritage.
- 8.2 The Council may make recommendations to the Minister regarding the management of Heritage Resources in the Park.
- 8.3 In accordance with Government procedures on access to and duplication of records and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government shall provide the Vuntut Gwitchin First Nation with a listing of all Heritage Sites directly related to the culture and heritage of the Vuntut Gwitchin, including information on their location and character, that are located within the Park and which have been documented at the Effective Date of this Agreement.
- 8.4 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites within the Park which relate to the Vuntut Gwitchin First Nation.

- 8.5 Government agrees that the Gwitchin language shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of the Vuntut Gwitchin that may be erected in, or related to, the Park.
- 8.6 When considering the naming or renaming of places or features located within the Park, the responsible agency shall Consult with the Vuntut Gwitchin First Nation.
- 8.7 There shall be no access by Park visitors to Vuntut Gwitchin First Nation Burial Sites in the Park without the express written consent of the Vuntut Gwitchin First Nation.
- 8.8 In the development of the Park Management Plan the Canadian Parks Service shall take into account the cultural and heritage significance of the heritage routes and sites within the Park identified in Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage, and on map VGHRAS in Appendix B - Maps, which forms a separate volume to this Agreement.
- 9.0 **Economic and Employment Opportunities**
- 9.1 Within one year of the establishment of the Park, the Canadian Parks Service, after Consultation with the Vuntut Gwitchin First Nation, shall prepare an impacts and benefits plan which shall:
- 9.1.1 identify potential businesses and employment opportunities that Vuntut Gwitchin may access associated with the establishment, development and operation of the Park;
  - 9.1.2 identify strategies for Vuntut Gwitchin to take advantage of the economic opportunities identified in 9.1.1; and
  - 9.1.3 identify potential negative impacts of the establishment and long term operation of the Park on the Vuntut Gwitchin and strategies for mitigating these potential negative impacts.

- 9.2 The Canadian Parks Service shall not issue any licences to operate a business in the Park until the impacts and benefits plan referred to in 9.1 has been completed.

#### Employment

- 9.3 The Canadian Parks Service, after Consultation with the Vuntut Gwitchin First Nation, shall establish hiring procedures and policies with the objective that, over a reasonable period of time, at least 50 percent of the public service employment positions in the Park be filled by qualified Vuntut Gwitchin.
- 9.4 The Canadian Parks Service shall include, where appropriate, criteria for knowledge of Vuntut Gwitchin language, culture, and society and traditional knowledge of the Vuntut Gwitchin First Nation Traditional Territory when establishing specifications for any public service employment position for the Park in the Vuntut Gwitchin First Nation Traditional Territory.
- 9.5 Nothing in 9.4 shall be construed to mean that criteria included in 9.4 shall be the determining criteria in hiring a person.

#### Contracts

- 9.6 The Canadian Parks Service shall provide timely written notice to the Vuntut Gwitchin First Nation of any invitation by the Canadian Parks Service respecting contracts for the provision of goods and services in the Vuntut Gwitchin First Nation Traditional Territory for the development, operation and management of the Park.
- 9.7 The Canadian Parks Service shall provide the Vuntut Gwitchin with a right of first refusal to accept any contract offered by the Canadian Parks Service for the construction or maintenance of trails or facilities in or related to the Park within the Vuntut Gwitchin First Nation Traditional Territory in the following manner:

- 9.7.1 the Canadian Parks Service shall provide notice to the Vuntut Gwitchin First Nation specifying the terms and conditions of the contract;
- 9.7.2 the Vuntut Gwitchin First Nation shall have 30 days from the date the notice in 9.7.1 is received to advise the Park superintendent in writing whether it is exercising its right of first refusal under 9.7;
- 9.7.3 if the Vuntut Gwitchin First Nation does not exercise its right of first refusal under 9.7, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.7.1; and
- 9.7.4 if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.7.
- 9.8 For any contracts tendered publicly by the Canadian Parks Service, other than the contracts referred to in 9.7, the Canadian Parks Service shall include, where appropriate, criteria for:
- 9.8.1 knowledge of Vuntut Gwitchin language, culture, society or traditional knowledge of the Vuntut Gwitchin First Nation Traditional Territory; and
- 9.8.2 the employment of Vuntut Gwitchin professional services, the use of Vuntut Gwitchin suppliers, on-the-job training or skills development for Vuntut Gwitchin,
- in the specifications for the tendering of contracts related to the procurement of goods and services for the Park.
- 9.9 Nothing in 9.8 shall be construed to mean that a criterion included in 9.8 shall be the determining criterion in awarding any contract.



- 9.10 Failure to provide timely written notice pursuant to 9.6 and 9.7 shall not affect the public tender process or the contracts resulting therefrom.

#### Dog Sled Trips

- 9.11 The Vuntut Gwitchin First Nation shall have the exclusive opportunity to provide commercial dog sled trips that may be permitted in the Park.

#### 10.0 Other Economic Opportunities

- 10.1 Where a non-Vuntut Gwitchin makes an application to the Canadian Parks Service for a licence to operate a business in the Park which is permitted under the Park Management Plan and which is not subject to the provisions of 11.0, the Vuntut Gwitchin First Nation shall have, in accordance with the procedures set out in 10.2 to 10.10 the preemptive option to apply for and acquire a licence to operate a business substantially similar to that described in the non-Vuntut Gwitchin application.

- 10.2 Upon receipt of an application by a non-Vuntut Gwitchin for a licence to operate a business in the Park, the Park superintendent shall:

- 10.2.1 promptly provide the Vuntut Gwitchin First Nation with written notice of the application, together with a short description of,

10.2.1.1 the nature of business proposed, and

10.2.1.2 in general terms, the geographic location in the Park where the business is proposed to operate; and

- 10.2.2 advise the applicant in writing that the application will be processed subject to and in accordance with the preemptive option procedures set out in 10.0.

- 10.3 The Vuntut Gwitchin First Nation shall have 30 days from the date notice is received pursuant to 10.2.1 to advise the Park superintendent in writing whether it is exercising its preemptive option under 10.0.

- 10.4 If the Vuntut Gwitchin First Nation advises the Park superintendent in writing that it is not exercising its preemptive option, the Park superintendent shall notify the original applicant and the Canadian Parks Service may proceed to process the original application.
- 10.5 If the Vuntut Gwitchin First Nation fails to advise the Park superintendent in writing within 30 days of receiving notice whether it is exercising its preemptive option, it shall be deemed to have given notice under 10.4 that it is not exercising its preemptive option.
- 10.6 If the notice given by the Vuntut Gwitchin First Nation pursuant to 10.3 states the Vuntut Gwitchin First Nation is exercising its preemptive option, the following provisions shall apply:
- 10.6.1 the Vuntut Gwitchin First Nation may, within six months of receiving the notice described in 10.2.1, submit an application to the Park superintendent for a licence to operate a business substantially similar in nature and location to that proposed by the applicant referred to in 10.1; and
- 10.6.2 the Park superintendent shall notify the original applicant that the Vuntut Gwitchin First Nation intends to exercise its preemptive option under 10.0.
- 10.7 If the application of the Vuntut Gwitchin First Nation is approved, the Canadian Parks Service shall issue the approved licence to the Vuntut Gwitchin First Nation and shall notify in writing the applicant referred to in 10.2.2 that its application has been declined.
- 10.8 If the application of the Vuntut Gwitchin First Nation is not approved, the Park superintendent shall notify the applicant referred to in 10.2.2 in writing, and the Canadian Parks Service may proceed to process its application.



10.9 If the Vuntut Gwitchin First Nation fails to submit an application in accordance with 10.6.1, it shall be deemed to have given notice that it is not exercising its preemptive option and the Canadian Parks Service may proceed to process the application of the applicant referred to in 10.2.2.

10.10 Where, after giving notice of its intention to do so, the Vuntut Gwitchin First Nation decides not to exercise its preemptive option, it shall notify the Park superintendent in writing and the Canadian Parks Service may proceed to process the application of the applicant referred to in 10.2.2.

#### Renewals

10.11 Subject to 10.12, where a non-Vuntut Gwitchin has been granted a licence to operate a business in the Park, the provisions of 10.1 to 10.10 shall not apply to any renewal or replacement of, or annual re-application for, the licence previously granted.

10.12 Where a non-Vuntut Gwitchin applies for a renewal or replacement of, or makes an annual re-application for, a licence to operate a business in the Park and the nature of the business is significantly different from that carried on under the previous licence, the provisions of 10.1 to 10.10 shall apply.

#### 11.0 Limited Entry

11.1 The Canadian Parks Service shall Consult with the Council in deciding whether a quota, and if so, what quota, should be established for licences to operate a business within the Park, and on any terms and conditions that should apply to those licences.

11.2 If the Canadian Parks Service establishes a quota for a business within the Park, the Vuntut Gwitchin First Nation shall have a right of first refusal to acquire new licences to operate such a business as follows:

11.2.1 in the first year that the Canadian Parks Service establishes a quota within the Park, the Canadian Parks Service shall offer to the Vuntut Gwitchin First Nation:

- 11.2.1.1 the number of licences equal to 50 percent of the quota established by the Canadian Parks Service, less the number of permits or licences which are required to allow existing operations which are held by a Vuntut Gwitchin Firm to operate at their then existing level, or
- 11.2.1.2 the number of licences which remains after the then existing operators in the Park have received the licences which are required to allow them to operate at their then existing level, whichever is less; and
- 11.2.2 in the second year and each year thereafter, Government shall offer to the Vuntut Gwitchin First Nation any new licences issued by the Canadian Parks Service from time to time for opportunities within the Park until the Vuntut Gwitchin First Nation and Vuntut Gwitchin Firms together have been allocated 50 percent of the quota in effect in the Park from time to time for that business.
- 12.0 Conditions**
- 12.1 Except as otherwise provided by the procedure set out in 10.0 and 11.0, the granting, renewal, replacement, annual re-application for and revocation of licences to operate a business within the Park shall be done in accordance with the National Parks Act, R.S.C. 1985, c.N-14 and with any generally applicable criteria established from time to time for such licences.
- 12.2 The Vuntut Gwitchin First Nation may enter into joint ventures or other arrangements with other Persons to use a licence allocated to the Vuntut Gwitchin First Nation pursuant to 10.0 or 11.0.
- 12.3 The Vuntut Gwitchin First Nation shall apply to the Canadian Parks Service for a licence within one year of the offer of the licence under 11.0.

- 12.3.1 A licence in respect of which a right of first refusal has lapsed under 12.3 shall not be considered a licence offered to the Vuntut Gwitchin First Nation under 11.0.
- 12.4 The Canadian Parks Service shall issue to the Vuntut Gwitchin First Nation a licence offered to it under 11.0 upon application of the Vuntut Gwitchin First Nation provided that the Vuntut Gwitchin First Nation satisfies the requirements in effect from time to time applicable to other applicants for the issuance of the licence.
- 12.5 A renewal or assignment of a licence shall not be considered a new licence for the purpose of the calculation of the licences required to be offered under 11.0.
- 12.6 Nothing in 11.0 shall be construed to obligate the Canadian Parks Service to replace any licence obtained by the Vuntut Gwitchin First Nation under the provisions of 11.0 which the Vuntut Gwitchin First Nation has sold or assigned.
- 12.7 Nothing in 11.0 shall be construed to prevent the Vuntut Gwitchin First Nation or a Vuntut Gwitchin from acquiring additional licences through the normal regulatory process in the Park.
- 12.8 Any party to this Agreement may refer any dispute respecting the application of 9.0, 10.0 or 11.0 to the dispute resolution process under 26.4.0.
- 12.9 Where mediation under 26.4.0 does not result in agreement, the Minister may decide the issue.

APPENDIX "I"LIST OF ELDERSVUNTUT GWITCHIN FIRST NATION

BLAKE	Elizabeth	
BRUCE	Ellen	
BRUCE	Robert	Thomas
CADZOW	Horace	
CARNEY	Eunice	
CARROLL	Nellie	
CHARLIE	Alfred	R
CHARLIE SR	Charlie	Peter
CHARLIE	Fanny	
ABEL (CHITZI)	Sarah	
CUMMINGS	Frances	Ellen
FROST	Clara	
FROST	Donald	Arthur
GREENLAND	Garnet	Douglas
HEAPS	Myra	Jane
HENRY	Katherine	
JOSIE	Tally	(Dolly) Myra
JOSIE	Edith	Iradrute
KASSI	Mary	
KYIKAVICHIK	John	Joe
KYIKAVICHIK	Sarah	

KENDI	Martha	
KUNNIZZI	Mary	
LENNOX	Margaret	Victoria Jean
LINKLATER	Effie	Mary
LINKLATER	Emily	
MACDONALD	Neil	Kenneth
MARTIN	Eliza	
MOSES	Caroline	
NETRO	Hannah	
NETRO	Mary	
NUKON	Kenneth	
NUKON	Richard	(Dick)
PETERSON	Victor	
REYNOLDS	Helen	
SMITH	Tabitha	
TIZYA	Andrew	
TIZYA	Clara	
TIZYA	John	
TIZYA	Martha	
TIZYA	Mary	
TIZYA	Moses	
TIZYA	Peter	
THOMAS	Charlie	
THOMAS	Lydia	
VANELTSI	Lucy	
WARD	Doris	Nellie

KOE	Julia	
KUNNIZZI	Eliza	
KUNNIZZI	Isaac	Joseph
LORD	Rowena	
THOMAS	Abraham	
THOMAS	Effie	Emma
TIZYA	Peter	(John)
VITTEKWA	Mary	

**SCHEDULE B****FISHING BRANCH ECOLOGICAL RESERVE****1.0 Establishment**

- 1.1 The boundaries of the Fishing Branch Ecological Reserve (the "Ecological Reserve") shall be as set out on map, Fishing Branch Ecological Reserve, (FBER), in Appendix B - Maps, which forms a separate volume to this Agreement.
- 1.2 Canada shall transfer to the Commissioner of the Yukon the administration and control of the land comprising the Ecological Reserve, excluding the mines and minerals and the right to work the mines and minerals, as soon as practicable following the Effective Date of this Agreement.
- 1.3 As soon as practicable following the transfer of land under 1.2, the Yukon shall establish the Ecological Reserve pursuant to the Parks Act, R.S.Y. 1986, c. 126.
- 1.4 No land forming part of the Ecological Reserve shall be removed from ecological reserve status under the Parks Act, R.S.Y. 1986, c. 126, without the consent of the Vuntut Gwitchin First Nation.

**2.0 Fish and Wildlife**

- 2.1 Vuntut Gwitchin shall have the right to harvest Fish and Wildlife in the Ecological Reserve in accordance with their Harvesting rights pursuant to Chapter 16 - Fish and Wildlife.

**3.0 Mines and Minerals**

- 3.1 Government shall withdraw the mines and minerals within the Ecological Reserve 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, and from exploration and development under the Canada Petroleum Resources Act, R.S.C. 1985, c. C-36 (2nd Supp.).



- 4.0 Management Plan
- 4.1 Government and the Vuntut Gwitchin First Nation shall jointly prepare a management plan for the Ecological Reserve and recommend it to the Minister within two years of the Effective Date of this Agreement.
- 4.2 The management plan shall be consistent with the following management principles:
- 4.2.1 to manage the Ecological Reserve and Parcels R-5A and S-3A1 as an ecological unit;
  - 4.2.2 to recognize and protect the traditional and current use of the Ecological Reserve by Vuntut Gwitchin;
  - 4.2.3 to protect the full diversity of Wildlife populations, particularly Salmon and grizzly bear;
  - 4.2.4 to protect the habitat from activities which may reduce the capacity of the Ecological Reserve to support Wildlife; and
  - 4.2.5 to preserve the integrity of the natural landforms, geology, hydrology and special features of the Ecological Reserve.
- 4.3 The management plan shall include recommendations respecting the regulation of land use in the Ecological Reserve for the purpose of minimizing land use conflicts and negative environmental impacts of activities in the Ecological Reserve.
- 4.4 The development of the management plan shall include a process for public consultation.
- 4.5 If Government and the Vuntut Gwitchin First Nation are unable to agree on part or all of the management plan, they shall recommend to the Minister that part of the management plan which has been prepared, if any, and, at the same time, jointly refer the outstanding matters to the Minister in writing.

- 4.6 The Minister shall:
- 4.6.1 accept, vary or set aside the recommendations made pursuant to 4.1 or 4.5; and
  - 4.6.2 consider and decide the outstanding matters referred pursuant to 4.5, within 60 days of the receipt of the recommendation or referral.
- 4.7 The Minister may extend the time provided in 4.6 by 30 days.
- 4.8 The Minister shall forward his decision under 4.6 to the Vuntut Gwitchin First Nation in writing.
- 5.0 Implementation
- 5.1 The Yukon shall manage the Ecological Reserve in accordance with the Parks Act, R.S.Y. 1986, c. 126, and the management plan for the Ecological Reserve approved by the Minister under 4.6.
- 6.0 Review of the Management Plan
- 6.1 The management plan shall be reviewed jointly by Government and the Vuntut Gwitchin First Nation not later than five years after its initial approval and at least every 10 years thereafter.
- 7.0 Management of Adjacent Parcels
- 7.1 The Vuntut Gwitchin First Nation shall manage Parcels R-5A and S-3A1 in a manner consistent with the principles in 4.2.

**8.0 Habitat Protection Area**

8.1 If Government proposes the establishment of a habitat protection area pursuant to the Wildlife Act, R.S.Y. 1986, c. 178, in the area surrounding the Ecological Reserve, the Vuntut Gwitchin First Nation shall consent to the establishment of the habitat protection area, provided that the habitat protection area is established in accordance with Chapter 10 - Special Management Areas.

8.2 Nothing in 8.1 is intended to allow Government to include Vuntut Gwitchin First Nation Settlement Land in a proposed habitat protection area or to allow Government to affect the rights under this Agreement of Vuntut Gwitchin or the Vuntut Gwitchin First Nation within the area proposed to be included in the habitat protection area except in accordance with 10.4.0.

8.3 If Government establishes a habitat protection area pursuant to 8.1, Government shall manage the habitat protection area in accordance with the following objectives:

8.3.1 to protect the Fishing Branch River;

8.3.2 to maintain the long term viability at natural population levels of grizzly bear (Ursus arctos) which concentrate seasonally at Bear Cave Mountain; and

8.3.3 to manage the Ecological Reserve and the habitat protection area as an ecological unit.

SCHEDULE COLD CROW FLATS AREA**1.0 Establishment**

- 1.1 The provisions of this schedule shall apply to the Old Crow Flats Area (the "Area") as of the Effective Date of this Agreement.
- 1.2 The boundaries of the Area are set out on map, Old Crow Flats Area, (OCFA), in Appendix B - Maps, which forms a separate volume to this Agreement.
- 1.3 No Non-Settlement Land within the Area shall be removed from the application of this schedule without the consent of the Vuntut Gwitchin First Nation.
- 1.4 No Settlement Land within the Area shall be removed from the application of this schedule without the consent of Government.

**2.0 Fish and Wildlife**

- 2.1 In that part of the Area which is outside of Vuntut National Park, Vuntut Gwitchin shall have the right to harvest Fish and Wildlife in accordance with their Harvesting rights pursuant to Chapter 16 - Fish and Wildlife.
- 2.2 In that part of the Area which is within Vuntut National Park, Vuntut Gwitchin shall have the right to harvest Fish and Wildlife in accordance with their Harvesting rights pursuant to Schedule A - Vuntut National Park, attached to Chapter 10 - Special Management Areas.

**3.0 Management Principles**

- 3.1 Government and the Vuntut Gwitchin First Nation shall manage the Area so as:
- 3.1.1 to strive to maintain the integrity of the Area as one ecological unit;

- 3.1.2 to recognize and protect the traditional and current use of the Area by Vuntut Gwitchin, while recognizing the changing values and priorities of Vuntut Gwitchin in contemporary Canadian society;
- 3.1.3 to protect and conserve Fish and Wildlife, and Fish and Wildlife habitat, of national, international and local significance, in particular migratory birds and the Porcupine Caribou Herd and their habitats;
- 3.1.4 to protect the full diversity of Fish and Wildlife populations and their habitats from activities which could reduce the land's capability to support Fish and Wildlife; and
- 3.1.5 to recognize the ownership by the Vuntut Gwitchin First Nation of Parcels R-1A and R-10A.

#### 4.0 Existing Oil and Gas Rights and Interests

4.1 Canada shall terminate any oil and gas rights or interests existing in the Area at the Effective Date of this Agreement or as soon as practicable thereafter.

- 4.1.1 If Canada has not, as of the Effective Date of this Agreement, terminated all oil and gas rights and interests existing in the Area, the moratorium on the exercise of the oil and gas rights and interests not terminated shall continue until Canada has terminated those rights or interests.

#### 5.0 Management Plan

5.1 Government and the Vuntut Gwitchin First Nation shall jointly prepare a management plan for that part of the Area which is outside Vuntut National Park, which is consistent with the management principles in 3.0, and which shall be recommended to Government and the Vuntut Gwitchin First Nation for approval.

- 5.1.1 The park management plan for Vuntut National Park prepared pursuant to Schedule A - Vuntut National Park, attached to Chapter 10 - Special Management Areas, shall be the management plan for that portion of the Area within Vuntut National Park.
- 5.2 The development of the management plan shall include a process for public consultation.
- 5.3 Government and the Vuntut Gwitchin First Nation shall make best efforts to approve a management plan within five years of the Effective Date of this Agreement.
- 5.4 The management plan approved by both Government and the Vuntut Gwitchin First Nation shall be the "Approved Management Plan" for the purposes of this schedule.
- 5.5 The Approved Management Plan shall include recommendations to implement the management principles set out in 3.0.
- 6.0 Mines and Minerals**
- 6.1 Neither Government nor the Vuntut Gwitchin First Nation shall issue any right or interest in the Mines or Minerals in that part of the Area outside of Vuntut National Park until there is an Approved Management Plan, or until January 2, 2012, whichever occurs first.
- 6.2 Where there is an Approved Management Plan, Government and the Vuntut Gwitchin First Nation may issue rights and interests in the Mines and Minerals in that part of the Area outside of Vuntut National Park, provided that such issuance is consistent with the Approved Management Plan.
- 6.3 Where there is no Approved Management Plan and the time period described in 6.1 has not expired, the Vuntut Gwitchin First Nation may issue rights and interests in the Mines and Minerals in Settlement Land in the Area provided:



- 6.3.1 the Vuntut Gwitchin First Nation and Government agree to the issuance of the right or interest; and
- 6.3.2 the issuance is consistent with the management principles in 3.0.
- 6.4 Where there is no Approved Management Plan and the time period described in 6.1 has not expired, Government may issue rights and interests in the Mines and Minerals in Non-Settlement Land in that part of the Area outside of Vuntut National Park, provided:
- 6.4.1 Government and the Vuntut Gwitchin First Nation agree to the issuance of the right or interest; and
- 6.4.2 the issuance is consistent with the management principles in 3.0.
- 7.0 Implementation and Review
- 7.1 Until there is an Approved Management Plan, Government and the Vuntut Gwitchin First Nation shall manage their lands in the Area in a manner consistent with the management principles in 3.0.
- 7.2 Once there is an Approved Management Plan, Government and the Vuntut Gwitchin First Nation shall each manage their land in that part of the Area outside Vuntut National Park according to the Approved Management Plan.
- 7.3 Unless Government and the Vuntut Gwitchin First Nation otherwise agree, Government and the Vuntut Gwitchin First Nation shall review the Approved Management Plan five years after its initial approval and every 10 years thereafter.



CHAPTER 11 - LAND USE PLANNING**Specific Provision**

- 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 Champagne and Aishihik First Nations Traditional Territory, it shall be composed of one-third nominees of the Champagne and Aishihik First Nations 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 Champagne and Aishihik First Nations 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 Champagne and Aishihik First Nations and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the Yukon First Nation nominees to the Regional Land Use Planning Commission.
- 11.4.2.4 Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Champagne and Aishihik First Nations 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.

CHAPTER 11 - LAND USE PLANNING**Specific Provision**

- 11.4.2.1 Any Regional Land Use Planning Commission established for a planning region which includes any part of the Traditional Territory of the Little Salmon/Carmacks First Nation shall be composed of one-third nominees of the Little Salmon/Carmacks 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 Little Salmon/Carmacks 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.

**Specific Provision**

- 11.4.2.3 The Little Salmon/Carmacks First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the Yukon First Nation nominees to the Regional Land Use Planning Commission.
- 11.4.2.4 Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Little Salmon/Carmacks 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.

CHAPTER 11 - LAND USE PLANNING**Specific Provision**

- 11.4.2.1 Subject to 11.4.2.5, any Regional Land Use Planning Commission established for a planning region which includes any part of the Traditional Territory of the First Nation of Nacho Nyak Dun shall be composed of one-third nominees of the First Nation of Nacho Nyak Dun 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 Subject to 11.4.2.5, Government, the First Nation of Nacho Nyak Dun 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 Subject to 11.4.2.5, the First Nation of Nacho Nyak Dun and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the Yukon First Nation nominees to the Regional Land Use Planning Commission.
- 11.4.2.4 Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the First Nation of Nacho Nyak Dun 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.

Specific Provision Cont'd

- 11.4.2.5 Any Regional Land Use Planning Commission established for a planning region which includes any part of the Primary Use Area shall include one nominee of the Tetlit Gwich'in in the place of one nominee of the First Nation of Nacho Nyak Dun.

CHAPTER 11 - LAND USE PLANNING**Specific Provision**

- 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.

## Specific Provision Cont'd

- 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.
- 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.



CHAPTER 11 - LAND USE PLANNING**Specific Provision**

- 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 Ta'an Kwach'an Council Traditional Territory, it shall be composed of one-third nominees of the Ta'an Kwach'an Council and 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 Ta'an Kwach'an Council and 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 Ta'an Kwach'an Council and other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the Yukon First Nation nominees to the Regional Land Use Planning Commission referred to in 11.4.2.1.
- 11.4.2.4 Failing agreement pursuant to 11.4.2.2 or determination under 11.4.2.3, Government, the Ta'an Kwach'an Council 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.

CHAPTER 11 - LAND USE PLANNING**Specific Provision**

- 11.4.2.1 Subject to 11.4.2.5, in the event a Regional Land Use Planning Commission is established for a planning region which includes any part of the Teslin Tlingit Council Traditional Territory, it shall be composed of one-third nominees of the Teslin Tlingit Council and 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 Subject to 11.4.2.5, Government, the Teslin Tlingit Council and 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 Subject to 11.4.2.5, the Teslin Tlingit Council and other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the Yukon First Nation nominees to the Regional Land Use Planning Commission referred to in 11.4.2.1.
- 11.4.2.4 Failing agreement pursuant to 11.4.2.2 or determination under 11.4.2.3, Government, the Teslin Tlingit Council or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.
- 11.4.2.5 The form or level of representation from a transboundary claimant group on the Regional Land Use Planning Commission referred to in 11.4.2.1 shall be set out in its Transboundary Agreement.

## CHAPTER 11 - LAND USE PLANNING

**Specific Provision**

- 11.4.2.1 Any Regional Land Use Planning Commission established for a planning region which includes any part of the Traditional Territory of the Tr'ondëk Hwëch'in shall be composed of one-third nominees of the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in and the other Yukon First Nations whose Traditional Territories are included in the planning region shall agree on who may nominate each of the last one-third of the nominees to the Regional Land Use Planning Commission referred to in 11.4.2.1 based upon the demographic ratio of Yukon Indian People in the planning region to the total population in the planning region.
- 11.4.2.3 The Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.
- 11.4.2.5 Prior to any appointments being made to a Regional Land Use Planning Commission, Government, and the Tr'ondëk Hwëch'in and other Yukon First Nations whose Traditional Territories are included in a planning region, shall make reasonable attempts to reach a consensus as to the individuals which each nominates to the Regional Land Use Planning Commission.

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

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

11.4.2.7 If, after having made the reasonable attempts required by 11.4.2.5, Government, and the Tr'ondëk Hwëch'in 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.

CHAPTER 11 - LAND USE PLANNING**Specific Provision**

- 11.4.2.1 Subject to 11.4.2.5, any Regional Land Use Planning Commission established for a planning region which includes any part of the Vuntut Gwitchin First Nation Traditional Territory shall be composed of one-third nominees of the Vuntut Gwitchin 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 Subject to 11.4.2.5, Government, the Vuntut Gwitchin 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 Subject to 11.4.2.5, the Vuntut Gwitchin First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the Yukon First Nation nominees to the Regional Land Use Planning Commission.
- 11.4.2.4 Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Vuntut Gwitchin First Nation or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.
- 11.4.2.5 The representation from a transboundary claimant group on a Regional Land Use Planning Commission shall be set out in the transboundary claimant group's Transboundary Agreement.



**Specific Provision**

- 11.10.0 All-weather Road Connecting with the Community of Old Crow
- 11.10.1 Government shall not construct on Crown Land an all-weather road which connects with the community of Old Crow, as defined in 21.2.5.2, before there is an approved regional, sub-regional or district land use plan which includes recommendations on the need for, the planning of and the siting of that road.
- 11.10.2 Government shall request the participation of the Vuntut Gwitchin First Nation in the preparation of any land use plan referred to in 11.10.1.
- 11.10.3 If Government and the Vuntut Gwitchin First Nation do not agree on the composition of a planning body to prepare the plan referred to in 11.10.1, or on the terms of reference for the planning body, either Government or the Vuntut Gwitchin First Nation may refer the matter to the dispute resolution process under 26.3.0.
- 11.10.4 If, following one year after the request to participate referred to in 11.10.2, Government and the Vuntut Gwitchin First Nation have not agreed on the composition of a planning body to prepare the plan referred to in 11.10.1, or on the terms of reference for the planning body, and if the matter has not been referred to the dispute resolution process under 26.3.0, Government may proceed with the preparation of the plan referred to in 11.10.1.

CHAPTER 13 - HERITAGE

## Specific Provision

- 13.4.6.1 The heritage routes identified in Schedule A - Heritage Routes, attached to this chapter, and on map, Champagne and Aishihik Heritage Routes, (CAHR), in Appendix B - Maps, which forms a separate volume to this Agreement, are recognized as having cultural and heritage significance to Champagne and Aishihik People and the Champagne and Aishihik First Nations.
- 13.4.6.2 In developing a land use plan which includes all or part of the Champagne and Aishihik First Nations Traditional Territory, a Regional Land Use Planning Commission shall take into account the cultural and heritage significance of the heritage routes identified in Schedule A - Heritage Routes, attached to this chapter, and on map, Champagne and Aishihik Heritage Routes, (CAHR), in Appendix B - Maps, which forms a separate volume to this Agreement.
- 13.4.6.3 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and a Designated Office shall consider any significant adverse effect on the heritage routes identified in Schedule A - Heritage Routes, attached to this chapter, and on map, Champagne and Aishihik Heritage Routes, (CAHR), in Appendix B - Maps, which forms a separate volume to this Agreement.
- 13.4.6.4 Nothing in 13.4.6.1 to 13.4.6.3 shall be construed as an obligation or commitment by Government or the Champagne and Aishihik First Nations to maintain the identified heritage routes or to guarantee that the heritage routes will continue to exist in their current state.
- 13.4.6.5 The specific provisions in respect of the nomination of the Tatshenshini River as a Canadian Heritage River are set out in Schedule B - The Tatshenshini River, attached to this chapter.



**Specific Provision**

- 13.8.1.1 The ownership of land in the Champagne and Aishihik First Nations Traditional Territory is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 13.8.1.2 Government shall provide the Champagne and Aishihik First Nations with a listing of all Heritage Sites directly related to the culture and heritage of Champagne and Aishihik People, including information on their location and character, that are located within the Champagne and Aishihik First Nations Traditional Territory and which have been documented by Government at the Effective Date of this Agreement.
- 13.8.1.3 Government shall inform the Champagne and Aishihik First Nations when land within the Champagne and Aishihik First Nations Traditional Territory is identified by Government as a Heritage Site directly related to the culture and heritage of Champagne and Aishihik People.
- 13.8.1.4 When requested by the Champagne and Aishihik First Nations, Government shall consider protection within existing Legislation, for a period of time, of a Heritage Site directly related to the culture and heritage of Champagne and Aishihik People which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Champagne and Aishihik First Nations Traditional Territory, 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 Champagne and Aishihik First Nations regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.4.

**Specific Provision Cont'd**

- 13.8.1.6 Management plans for Designated Heritage Sites directly related to the culture and heritage of Champagne and Aishihik People may provide for the use of Southern Tutchone or other aboriginal languages of Champagne and Aishihik People in interpretive displays and signage.

**Specific Provision**

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

**Specific Provision**

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Champagne and Aishihik First Nations 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 Champagne and Aishihik First Nations.
- 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 Champagne and Aishihik First Nations Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Champagne and Aishihik First Nations.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Champagne and Aishihik First Nations 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 Champagne and Aishihik First Nations; 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.

## Specific Provision Cont'd

- 13.8.7.4 The Champagne and Aishihik First Nations shall report to Government, as soon as practicable, the discovery on Champagne and Aishihik First Nations Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 Government and the Champagne and Aishihik First Nations 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 Champagne and Aishihik First Nations shall make reasonable efforts to determine if it is privately owned.

**Specific Provision**

- 13.12.1.1 Government shall provide written notice to the Champagne and Aishihik First Nations of any invitation for public tenders in respect of contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory.
- 13.12.1.2 The Champagne and Aishihik First Nations shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory.
- 13.12.1.3 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.
- 13.12.1.4 Any failure to provide a first opportunity pursuant to 13.12.1.2 shall not affect any fixed term contract entered into associated with the management of a Designated Heritage Site directly related to Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory.

**Specific Provision Cont'd**

- 13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Champagne and Aishihik People within the Champagne and Aishihik First Nations Traditional Territory:
- a) a criterion for the employment of Champagne and Aishihik People; and
  - b) a criterion for special knowledge or experience of Champagne and Aishihik People which is related to the Designated Heritage Site.
- 13.12.1.6 Nothing in 13.12.1.5 shall be construed to mean that a criterion for employment or special knowledge or experience be the determining criterion in awarding any contract.

SCHEDULE AHERITAGE ROUTES

The following routes, which are identified by number on map, Champagne and Aishihik Heritage Routes, (CAHR), in Appendix B - Maps, which forms a separate volume to this Agreement, are recognized as having cultural and heritage significance to Champagne and Aishihik People and the Champagne and Aishihik First Nations:

1. The Shakat Trail that goes from:

Aishihik Village to Nisling River to Onion Creek to Tincup Lake to Talbot Creek to Albert Creek to Aishihik Village;

2. Isaac Creek Trail that goes from:

Aishihik Village to Thetchal Mun (Sekulmun Lake) to Isaac Creek to Gladstone Creek to Kluane Lake to Talbot Arm (Kluane Lake) to Talbot Creek where it meets with route #1 above;

3. Hutshi Trail that goes from:

Hutshi to Giltana Lake to Thetchal Mun (Sekulmun Lake) to Aishihik Village to Nisling River to Carmacks;

4. Kloo Lake to Aishihik Village Trail that goes from:

Kloo Lake to Dry Pass to Bear Lakes to Thetchal Mun (Sekulmun Lake) to Aishihik Village;

5. The Selkirk Trail that goes from:

Kusuwa Lake (west side) to Takhini River to Klusha Creek to Nordenskiold River to Yukon River to Fort Selkirk (with a branch west from Kusawa Lake to Klukshu).



SCHEDULE BTHE TATSHENSHINI RIVER

## 1.0 Definitions

In this schedule, the following definitions shall apply.

"Board" means the Canadian Heritage Rivers Board established in accordance with the Canadian Heritage Rivers System Program.

"Canadian Heritage Rivers System Program" means the intergovernmental program of that name, as revised from time to time.

"Management Plan" has the same meaning as in the Canadian Heritage Rivers System Program.

"Ministers" mean

- (a) the federal Minister of the Environment; and
- (b) the Ministers of the nominating agencies of Government, determined in accordance with the Canadian Heritage Rivers Program.

"Tatshenshini River" means that portion of the Tatshenshini River in the Yukon, and its immediate environment.

## 2.0 Nomination

2.1 Government shall submit to the Board a nomination document for the Tatshenshini River before January 31, 1993, or as soon as practicable thereafter.

2.2 Government, after Consultation with the Champagne and Aishihik First Nations, shall prepare the nomination document in accordance with the Canadian Heritage Rivers System Program.

2.3 The Board shall:

- 2.3.1 consider the nomination; and

2.3.2 make a recommendation to the Ministers,  
in accordance with the provisions of the Canadian  
Heritage Rivers System Program.

### 3.0 Management Plan

3.1 If the Board recommends that the Tatshenshini River  
be designated as a Canadian Heritage River and the  
Ministers accept the nomination:

3.1.1 the river shall be placed on the register of  
candidate Canadian Heritage Rivers; and

3.1.2 Government and the Champagne and Aishihik First  
Nations shall jointly prepare a Management Plan  
for the Tatshenshini River.

3.2 Government and the Champagne and Aishihik First  
Nations may establish a steering committee to assist  
in preparing the Management Plan and the membership  
on the committee shall be comprised of equal  
representation from Government and the Champagne and  
Aishihik First Nations.

3.3 The Management Plan shall establish the boundaries of  
the river management area and may address all matters  
relating to the development, management and use of  
the Tatshenshini River, including:

3.3.1 conservation and management of natural and human  
heritage resources;

3.3.2 recreational use;

3.3.4 water quality and waste management; and

3.3.5 public information and interpretation.

3.4 The preparation of the Management Plan shall include  
a process for public consultation.

3.5 The Management Plan shall be submitted for approval  
to the Ministers of the nominating agencies in  
accordance with the Canadian Heritage Rivers System  
Program.

- 3.6 The approved Management Plan shall be lodged with the Canadian Heritage Rivers Board in accordance with the Canadian Heritage Rivers System Program.
- 3.7 Government and the Champagne and Aishihik First Nations may agree from time to time to review and recommend amendments to the approved Management Plan.
- 4.0 **Designation and Review**
- 4.1 Upon receipt by the Board of the approved Management Plan, the Ministers shall formally designate the Tatshenshini River as a Canadian Heritage River.
- 4.2 The Board shall periodically review the status of the Tatshenshini River as a Canadian Heritage River in accordance with the provisions of the Canadian Heritage Rivers System Program.

CHAPTER 13 - HERITAGE

**Specific Provision**

- 13.8.1.1 The ownership of land in the Traditional Territory of the Little Salmon/Carmacks First Nation is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 13.8.1.2 The following provisions shall apply to the management of Heritage Sites:

## Specific Provision Cont'd

- (a) if, as of the Effective Date of this Agreement, Government has prepared a written inventory of sites within the Traditional Territory of the Little Salmon/Carmacks First Nation identified by Government as Heritage Sites, Government shall make a copy of the written inventory available to the Little Salmon/Carmacks First Nation;
- (b) when requested by the Little Salmon/Carmacks First Nation, Government shall consider protection within existing Legislation for a period of time of a Heritage Site on Non-Settlement Land or Settlement Land within the Traditional Territory of the Little Salmon/Carmacks First Nation which is directly related to the culture and history of Yukon Indian People pending a decision by the Minister on Non-Settlement Land or the Minister and the Little Salmon/Carmacks First Nation on Settlement Land whether to designate the Heritage Site as a Designated Heritage Site;
- (c) Government shall Consult with the Little Salmon/Carmacks First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site; and
- (d) Government shall advise the Little Salmon/Carmacks First Nation when land within the Traditional Territory of the Little Salmon/Carmacks First Nation is identified by Government as a proposed Designated Heritage Site.

**Specific Provision**

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Little Salmon/Carmacks First Nation Settlement Land shall take such steps as are reasonable in all the circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Little Salmon/Carmacks 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation.

## Specific Provision Cont'd

- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Settlement Land of the Little Salmon/Carmacks First Nation 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 Little Salmon/Carmacks 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.
- 13.8.7.4 The Little Salmon/Carmacks First Nation shall report to Government, as soon as practicable, the discovery on Settlement Land of the Little Salmon/Carmacks First Nation of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 The Government and the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation shall make reasonable efforts to determine if it is privately owned.



**Specific Provision**

13.12.1.1 Government shall provide written notice to the Little Salmon/Carmacks First Nation of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation.

**Specific Provision Cont'd**

- 13.12.1.2 Government shall include the Little Salmon/Carmacks First Nation in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 13.12.1.3 The Little Salmon/Carmacks First Nation shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process, or the contract awards resulting therefrom.
- 13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People within the Traditional Territory of the Little Salmon/Carmacks First Nation.

Specific Provision Cont'd

13.12.1.7 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Little Salmon/Carmacks People in the Traditional Territory of the Little Salmon/Carmacks First Nation:

- a) a criterion for employment of Little Salmon/Carmacks People; and
- b) a criterion for special knowledge or experience of Little Salmon/Carmacks 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 Little Salmon/Carmacks People or for special knowledge or experience of Little Salmon/Carmacks People shall be the determining criterion in awarding any contract.

CHAPTER 13 - HERITAGE

**Specific Provision**

- 13.3.2.2 In 13.3.2, "Traditional Territory" does not include the Tetlit Gwich'in Yukon Lands, to the extent necessary to give effect to 9.2.1 and 9.2.5 of the Gwich'in Transboundary Agreement.

**Specific Provision**

- 13.4.6.1 The Lansing Heritage Site shall be established as a Designated Heritage Site and the specific provisions in respect of the Lansing Heritage Site are set out in Schedule A - The Lansing Heritage Site, attached to this chapter.
- 13.4.6.2 The specific provisions in respect of the nomination of the Bonnet Plume River as a Canadian Heritage River are set out in Schedule B - The Bonnet Plume River, attached to this chapter.

**Specific Provision**

- 13.8.1.1 The ownership of land in the Traditional Territory of the First Nation of Nacho Nyak Dun is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.

## Specific Provision Cont'd

- 13.8.1.2 The following provisions shall apply to the management of Heritage Sites:
- (a) if, as of the Effective Date of this Agreement, Government has a prepared written inventory of sites within the Traditional Territory of the First Nation of Nacho Nyak Dun identified by Government as Heritage Sites, Government shall make a copy of the written inventory available to the First Nation of Nacho Nyak Dun;
  - (b) when requested by the First Nation of Nacho Nyak Dun, Government shall consider protection within existing Legislation for a period of time of a Heritage Site on Non-Settlement Land or Settlement Land within the Traditional Territory of the First Nation of Nacho Nyak Dun which is directly related to the culture and history of Yukon Indian People pending a decision by the Minister on Non-Settlement Land or the Minister and the First Nation of Nacho Nyak Dun on Settlement Land whether to designate the Heritage Site as a Designated Heritage Site;
  - (c) Government shall Consult with the First Nation of Nacho Nyak Dun regarding the terms and conditions of the temporary protection which might apply to the Heritage Site; and
  - (d) Government shall advise the First Nation of Nacho Nyak Dun when land within the Traditional Territory of the First Nation of Nacho Nyak Dun is identified by Government as a proposed Designated Heritage Site.

Specific Provision

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Settlement Land of the First Nation of Nacho Nyak Dun shall take such steps as are reasonable in all the circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the First Nation of Nacho Nyak Dun.
- 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 Settlement Land of the First Nation of Nacho Nyak Dun provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the First Nation of Nacho Nyak Dun.

## Specific Provision Cont'd

- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Settlement Land of the First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun; 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.
- 13.8.7.4 The First Nation of Nacho Nyak Dun shall report to Government, as soon as practicable, the discovery on Settlement Land of the First Nation of Nacho Nyak Dun of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 The Government and the First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun shall make reasonable efforts to determine if it is privately owned.



**Specific Provision**

- 13.12.1.1 Government shall provide written notice to the First Nation of Nacho Nyak Dun of any invitation for public tenders in respect of contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 13.12.1.2 The First Nation of Nacho Nyak Dun shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 13.12.1.3 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.

## Specific Provision Cont'd

- 13.12.1.4 Any failure to provide a first opportunity pursuant to 13.12.1.2 shall not affect any fixed term contract entered into associated with the management of a Designated Heritage Site directly related to Nacho Nyak Dun within the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Nacho Nyak Dun within the Traditional Territory of the First Nation of the Nacho Nyak Dun:
- a) a criterion for Nacho Nyak Dun employment; and
  - b) a criterion for special knowledge or experience of Nacho Nyak Dun which is related to the Heritage Site.
- 13.12.1.6 Nothing in 13.12.1.5 shall be construed to mean that a criterion for employment or special knowledge or experience be the determining criterion in awarding any contract.
- 13.12.1.7 In 13.12.1.1 to 13.12.1.6, "Traditional Territory" does not include the Primary Use Area to the extent necessary to give effect to 9.7.2 and 9.7.5 of the Gwich'in Transboundary Agreement.

SCHEDULE ATHE LANSING HERITAGE SITE

- 1.0           **Establishment**
- 1.1           Subject to 1.2, the Yukon shall establish a portion of the Parcel R-13 of Settlement Land known as the Lansing townsite as a historic site ("the Site") pursuant to the Historic Resources Act, S.Y. 1991, c. 8, as soon as practicable after the Effective Date of this Agreement.
- 1.2           Government and the First Nation of Nacho Nyak Dun shall establish the boundaries of the Site based on information provided by the historic resources assessment carried out pursuant to 2.1.
- 1.3           The boundaries of the Site shall not be changed except with the agreement of Government and the First Nation of Nacho Nyak Dun.
- 2.0           **Management Plan**
- 2.1           Government and the First Nation of Nacho Nyak Dun shall carry out a historic resources assessment of the Site as the initial stage of preparing a management plan for the Site.
- 2.2           Government and the First Nation of Nacho Nyak Dun shall prepare jointly a management plan for the Site which shall be reviewed by the Yukon Heritage Resources Board. The Yukon Heritage Resources Board may make recommendations respecting the management plan to Government and the First Nation of Nacho Nyak Dun.
- 2.3           The preparation of the management plan shall be guided by the following principles:
- 2.3.1           the protection, conservation and interpretation of the Heritage Resources at the Site in accordance with national and international standards;

- 2.3.2 the recognition and protection of the traditional and current use of the Site by the Nacho Nyak Dun; and
- 2.3.3 the encouragement of public awareness of and appreciation for the natural and cultural resources of the Site.
- 2.4 Government and the First Nation of Nacho Nyak Dun shall make best efforts to complete the management plan within 18 months of the Effective Date of this Agreement.
- 2.5 The development of the management plan shall include a process for public consultation.
- 2.6 The management plan shall address:
- 2.6.1 the traditional and current use by the First Nation of Nacho Nyak Dun;
  - 2.6.2 the nature and status of resources at the Site;
  - 2.6.3 historic buildings;
  - 2.6.4 archaeological resources;
  - 2.6.5 burial sites;
  - 2.6.6 standards of maintenance;
  - 2.6.7 public access;
  - 2.6.8 land use impacts;
  - 2.6.9 the conditions of third-party use of the Site; and
  - 2.6.10 such other matters as Government and the First Nation of Nacho Nyak Dun may agree.
- 2.7 In developing the management plan, Government and the First Nation of Nacho Nyak Dun will give equal consideration to the oral history and historic research available on the Site.

**3.0 Approval and Review**

3.1 Government and the First Nation of Nacho Nyak Dun shall jointly approve the management plan.

3.2 If Government and the First Nation of Nacho Nyak Dun are unable to agree on the terms of the management plan, Government or the First Nation of Nacho Nyak Dun may refer the dispute to the dispute resolution process under 26.3.0.

3.3 Government and First Nation of Nacho Nyak Dun shall review the management plan no later than five years after its initial approval and no later than every 10 years thereafter.

3.4 Government and the First Nation of Nacho Nyak Dun shall refer any proposed amendments to the management plan to the Yukon Heritage Resources Board for its review and recommendations.

**4.0 Implementation**

4.1 The First Nation of Nacho Nyak Dun shall manage the Site in accordance with the Historic Resources Act, S.Y. 1991, c. 8 and the management plan for the Site approved by the Minister and the First Nation of Nacho Nyak Dun.

SCHEDULE BTHE BONNET PLUME RIVER**1.0 Definitions**

In this schedule, the following definitions shall apply.

"Board" means the Canadian Heritage Rivers Board established in accordance with the Canadian Heritage Rivers System Program.

"Canadian Heritage Rivers System Program" means the intergovernmental program of that name, as revised from time to time.

"Management Plan" has the same meaning as in the Canadian Heritage Rivers System Program.

"Ministers" means

- (a) the federal Minister of the Environment; and
- (b) the Ministers of the nominating agencies of Government, determined in accordance with the Canadian Heritage Rivers Program.

**2.0 Nomination**

2.1 Government shall submit to the Board a nomination document for the Bonnet Plume River before January 31, 1993, or as soon as practicable thereafter.

2.2 Government, after Consultation with the Mayo District Renewable Resources Council, shall prepare the nomination document in accordance with the Canadian Heritage Rivers System Program.

- 2.3 The Board shall:
- 2.3.1 consider the nomination; and
  - 2.3.2 make a recommendation to the Ministers,  
in accordance with the provisions of the Canadian Heritage Rivers System Program.
- 3.0 Management Plan
- 3.1 If the Board recommends that the Bonnet Plume River be designated as a Canadian Heritage River and the Ministers accept the nomination:
- 3.1.1 the river shall be placed on the register of candidate Heritage Rivers; and
  - 3.1.2 Government and the Mayo District Renewable Resources Council shall jointly prepare a Management Plan for the Bonnet Plume River.
- 3.2 Government and the Mayo District Renewable Resources Council may establish a steering committee to assist in preparing the Management Plan and the membership on the committee shall be comprised of equal representation from Government and the Mayo District Renewable Resources Council.
- 3.3 The Management Plan shall establish the boundaries of the river management area and may address all matters relating to the development, management and use of the Bonnet Plume River, including:
- 3.3.1 conservation and management of natural and human heritage resources;
  - 3.3.2 recreational use;
  - 3.3.3 water quality and waste management; and
  - 3.3.4 public information and interpretation.
- 3.4 The preparation of the Management Plan shall include a process for public consultation.



- 3.5 The Management Plan shall be submitted for approval to the Ministers of the nominating agencies in accordance with the Canadian Heritage Rivers System Program.
- 3.6 The approved Management Plan shall be lodged with the Canadian Heritage Rivers Board in accordance with the Canadian Heritage Rivers System Program.
- 3.7 Government and the Mayo District Renewable Resources Council may agree from time to time to review and recommend amendments to the approved Management Plan.
- 4.0 Designation and Review
- 4.1 Upon receipt by the Board of the approved Management Plan, the Ministers shall formally designate the Bonnet Plume River as a Canadian Heritage River.
- 4.2 The Board shall periodically review the status of the Bonnet Plume River as a Canadian Heritage River in accordance with the provisions of the Canadian Heritage Rivers System Program.

CHAPTER 13 - HERITAGE**Specific Provision**

- 13.4.6.1 Fort Selkirk shall be established as a Designated Heritage Site and the specific provisions in respect of the Fort Selkirk Heritage Site are set out in Schedule A - "Fort Selkirk Heritage Site", attached to this chapter.

**Specific Provision**

- 13.8.1.1 The ownership of land in the Traditional Territory of the Selkirk First Nation is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 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.
- 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.
- 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.
- 13.8.1.6 Management plans for Designated Heritage Sites directly related to the culture and heritage of Selkirk People may provide for the use of Northern Tutchone or other aboriginal languages of Selkirk People in interpretive displays and signage.

**Specific Provision Cont'd**

- 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.

**Specific Provision**

- 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.

**Specific Provision**

- 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.

**Specific Provision Cont'd**

- 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.

**Specific Provision**

- 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.



**Specific Provision Cont'd**

- 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.
- 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.

SCHEDULE AFORT SELKIRK HISTORIC SITE

## 1.0 Definitions

- 1.1 In this schedule, the following definition shall apply.

"Fort Selkirk" means the lands described as Fort Selkirk Historic Site on map "Fort Selkirk Historic Site, (FSHS)", in Appendix B - Maps, which forms a separate volume to this Agreement which, for greater certainty, excludes Parcel S-130B/D.

## 2.0 Establishment

- 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.

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.

2.6 Yukon acknowledges that the Selkirk First Nation shall have the entire beneficial interest in and the exclusive right to determine the use, management and access to those lands identified as gravesites on map "Fort Selkirk Historic Site (FSHS)" in Appendix B - Maps which forms a separate volume to this Agreement.

**3.0 Management Plan**

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.
- 3.4 The preparation of the management plan shall include a process for public consultation, which for greater certainty, includes consultation with Yukon Indian People.
- 3.5 In preparing the management plan, the steering committee shall consider 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.
- 3.6 Preparation of the management plan shall be guided by the following principles:
- 3.6.1 protection, conservation and interpretation of the Heritage Resources at Fort Selkirk in accordance with national and international standards as accepted or modified by the Selkirk First Nation and the Yukon;
- 3.6.2 recognition of the importance of Fort Selkirk to Selkirk People and protection of the use of Fort Selkirk by Selkirk People;
- 3.6.3 encouragement of public awareness of and appreciation for the natural and cultural resources of Fort Selkirk and surrounding area; and
- 3.6.4 provision of reasonable opportunities for the public to visit and appreciate Fort Selkirk.

- 3.7 The management plan may address all matters pertaining to the management of Fort Selkirk including:
- 3.7.1 its use by Selkirk People;
  - 3.7.2 the nature and status of resources;
  - 3.7.3 historic buildings;
  - 3.7.4 archaeological resources;
  - 3.7.5 burial sites;
  - 3.7.6 public access;
  - 3.7.7 land use impacts;
  - 3.7.8 the conditions of third-party use;
  - 3.7.9 research in respect of the Heritage Resources;
  - 3.7.10 economic opportunities for the Selkirk First Nation associated with Fort Selkirk; and
  - 3.7.11 other matters as agreed upon by Government and the Selkirk First Nation.
- 4.0 **Approval and Review of the Management Plan**
- 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.
  - 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.
  - 4.4 The management plan approved under 4.0 shall be the "Approved Management Plan".

**5.0 Economic Opportunities**

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.

**6.0 Implementation**

6.1 Government and the Selkirk First Nation shall manage Fort Selkirk in accordance with the Historic Resources Act, 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.



- 6.6 Nothing in this schedule shall be construed to confer upon an arbitrator appointed under 26.7.0 to resolve a matter referred to dispute resolution pursuant to 3.3.1, 4.2 or 6.5, any power to determine resources to be provided in connection with Fort Selkirk by either the Selkirk First Nation or Government.
- 7.0 **Interim Measures**
- 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.
- 8.0 **Management of Adjacent Parcels**
- 8.1 The Selkirk First Nation shall manage Settlement Land, and Government shall manage Crown Land, within the area outlined by a dash-dot line designated as "Management Area" on map "Fort Selkirk Historic Site, (FSHS)", in Appendix B - Maps, which forms a separate volume to this Agreement, in a manner consistent with the principles set out in 3.6.
- 8.1.1 For greater certainty, Settlement Land within the Management Area includes Parcel S-130B/D and portions of Parcels R-18B, R-32B and R-42B.
- 9.0 **Property Taxation**
- 9.1 Fort Selkirk and the improvements thereon shall not be taxable provided that:
- 9.1.1 the Commissioner in Executive Council is the taxing authority in respect of Fort Selkirk;
- 9.1.2 Fort Selkirk is designated as an historic site pursuant to the Historic Resources Act, S.Y. 1991, c.8; and



9.1.3 the Commissioner of the Yukon Territory and the Selkirk First Nation own Fort Selkirk as tenants in common.

10.0 Restrictions on Transfer

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.

11.0 Mines and Minerals

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.

CHAPTER 13 - HERITAGE**Specific Provision**

- 13.4.6.1 The heritage routes and sites identified in Schedule A - Heritage Routes and Sites, attached to this chapter, are recognized as having cultural and heritage significance to Ta'an Kwach'an and the Ta'an Kwach'an Council.
- 13.4.6.2 In developing a land use plan which includes all or part of the Ta'an Kwach'an Council Traditional Territory, a Regional Land Use Planning Commission shall take into account the cultural and heritage significance of the heritage routes and sites identified in Schedule A - Heritage Routes and Sites, attached to this chapter.
- 13.4.6.3 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and Designated Offices shall consider any significant adverse effect on the heritage routes and sites identified in Schedule A - Heritage Routes and Sites, attached to this chapter.
- 13.4.6.4 Nothing in 13.4.6.1, 13.4.6.2 or 13.4.6.3 shall be construed as an obligation or commitment by Government or the Ta'an Kwach'an Council to maintain the identified heritage routes or sites or to guarantee that the heritage routes or sites will continue to exist in their current state.
- 13.4.6.5 The parties to this Agreement acknowledge the designation of and the management plan for the Yukon River: Thirty Mile Section as a Canadian Heritage River pursuant to the Canadian Heritage Rivers System Program.

**Specific Provision**

- 13.8.1.1 The ownership of land in the Ta'an Kwach'an Council Traditional Territory is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 13.8.1.2 Government shall provide the Ta'an Kwach'an Council with a listing of all Heritage Sites directly related to the culture and heritage of Ta'an Kwach'an, including information on their location and character, that are located within the Ta'an Kwach'an Council Traditional Territory and which have been documented by Government at the Effective Date of this Agreement.
- 13.8.1.3 Government shall inform the Ta'an Kwach'an Council when land within the Ta'an Kwach'an Council Traditional Territory is identified by Government as a Heritage Site directly related to the culture and heritage of Ta'an Kwach'an.
- 13.8.1.4 When requested by the Ta'an Kwach'an Council, Government shall consider protection within existing Legislation, for a period of time, of a Heritage Site directly related to the culture and heritage of Ta'an Kwach'an which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Ta'an Kwach'an Council Traditional Territory, 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 Ta'an Kwach'an Council regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.4.
- 13.8.1.6 Management plans for Designated Heritage Sites directly related to the culture and heritage of Ta'an Kwach'an may provide for the use of Southern Tutchone or other aboriginal languages in interpretive displays and signage.

**Specific Provision**

- 13.8.3.1 Government shall Consult the Ta'an Kwach'an Council before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Ta'an Kwach'an in the Ta'an Kwach'an Council Traditional Territory.

**Specific Provision**

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Ta'an Kwach'an Council 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 Ta'an Kwach'an Council.
- 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 Ta'an Kwach'an Council Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Ta'an Kwach'an Council.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Ta'an Kwach'an Council 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 Ta'an Kwach'an Council;  
or
  - (b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing of the Heritage Site or the Moveable Heritage Resource.
- 13.8.7.4 The Ta'an Kwach'an Council shall report, as soon as practicable, to Government the discovery of any Documentary Heritage Resource reported to the Ta'an Kwach'an Council under 13.8.7.1.

## Specific Provsion Cont'd

- 13.8.7.5 Government and the Ta'an Kwach'an Council 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 Ta'an Kwach'an Council shall make reasonable efforts to determine if it is privately owned.

## Specific Provision (under discussion)

- 13.12.1.1 Government shall provide written notice to the Ta'an Kwach'an Council of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within the Ta'an Kwach'an Council Traditional Territory.
- 13.12.1.2 Government shall include the Ta'an Kwach'an Council in any invitational tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within the Ta'an Kwach'an Council Traditional Territory.
- 13.12.1.3 The Ta'an Kwach'an Council shall have the first opportunity to accept any contract offered by Government other than by public or invitational tenders associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within the Ta'an Kwach'an Council Traditional Territory upon the same terms and conditions as would be offered to others.

**Specific Provisions Cont'd**

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 Ta'an Kwach'an Council in any invitational tenders for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process, or the contract awards resulting therefrom.

13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3. shall not affect any contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within the Ta'an Kwach'an Council Traditional Territory.

13.12.1.7 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an in the Ta'an Kwach'an Council Traditional Territory:

- (a) a criterion for Ta'an Kwach'an employment; and
- (b) a criterion for special Ta'an Kwach'an knowledge or experience related to the Designated Heritage Site.

**Specific Provision Cont'd**

13.12.1.8 Nothing in 13.12.1.7 shall be construed to mean that a criterion for Ta'an Kwach'an employment or for special Ta'an Kwach'an knowledge or experience shall be the determining criterion in awarding any contract.



SCHEDULE AHERITAGE ROUTES AND SITES**Heritage Routes**

The following routes, which are also identified by number on map "Ta'an Kwach'an Council Heritage Routes, (TKCHR)", in Appendix B - Maps, which forms a separate volume to this Agreement, are the routes referred to in 13.4.6.1 to 13.4.6.4 inclusive that are recognized as having cultural and heritage significance to Ta'an Kwach'an and the Ta'an Kwach'an Council:

1. Livingstone Creek Route that goes from:

the east side of Lake Laberge to Thomas Lake, to Long Lake, to Winter Crossing (also known as Teslin Crossing), to Livingstone Creek, to Mendocina Creek;

2. Indian River Route that goes from:

Livingstone, along Fish Creek to Loon Lakes, along the Indian River to the Teslin River;

3. Ogilvie Valley Route that goes from:

the north west end of Lake Laberge, to the south end of Coglan Lake, to Cannibal Lake, to Twin Lakes; and

4. Fat Fish Creek Route that goes from:

the south east end of Frank Lake along Frank Creek to the Yukon River: Thirty Mile Section.

**Heritage Sites**

The following sites, which are identified by letter on the Territorial Resource Base Maps in Appendix B - Maps, which forms a separate volume to this Agreement, are the sites referred to in 13.4.6.1 to 13.4.6.4 inclusive that are recognized as having cultural and heritage significance to Ta'an Kwach'an and the Ta'an Kwach'an Council:



- A. "White Banks Village" being the area shown as Heritage Site "A", on the east side of Little River at the Takhini River on Territorial Resource Base Map 105/D13 dated \_\_\_\_\_; and
- B. "Winter Crossing Spiritual Site" being the area shown as Heritage Site "B", south of Winter Crossing (also known as Teslin Crossing) on the west side of the Teslin River on Territorial Resource Base Map 105E/2 dated \_\_\_\_\_.

CHAPTER 13 - HERITAGE**Specific Provision**

- 13.4.6.1 The Forty Mile, Fort Constantine and Fort Cudahy historic site shall be established as a Designated Heritage Site, and the specific provisions in respect of the Forty Mile, Fort Constantine and Fort Cudahy historic site are set out in Schedule A - Forty Mile, Fort Constantine and Fort Cudahy Historic Site, attached to this chapter.
- 13.4.6.2 Specific Provisions establishing the Tr'o-ju-wech'in Heritage Site are set out in Schedule B - Tr'o-ju-wech'in Heritage Site, attached to this chapter.
- 13.4.6.3 The heritage routes and sites in the Traditional Territory of the Tr'ondëk Hwëch'in identified in Schedule C - Heritage Routes and Sites, attached to this chapter are recognized as having cultural and heritage significance to the Tr'ondëk Hwëch'in.
- 13.4.6.4 In developing a land use plan which includes all or part of the Tr'ondëk Hwëch'in Traditional Territory, a Regional Land Use Planning Commission shall take into account the cultural and heritage significance of the heritage routes and sites identified in Schedule C - Heritage Routes and Sites, attached to this chapter.
- 13.4.6.5 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and Designated Offices shall consider any significant adverse effect on the heritage routes and sites identified in Schedule C - Heritage Routes and Sites, attached to this chapter.

13.4.6.6 Nothing in 13.4.6.3 to 13.4.6.5 shall be construed as an obligation or commitment by Government or the Tr'ondëk Hwëch'in to maintain the identified heritage routes or sites or to guarantee that the heritage routes or sites will continue to exist in their current state.

**Specific Provision**

13.8.1.1 The ownership of land in the Traditional Territory of the Tr'ondëk Hwëch'in is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.

13.8.1.2 The following provisions shall apply to the management of Heritage Sites:

- (a) Government shall provide the Tr'ondëk Hwëch'in with a listing of all Heritage Sites directly related to the culture and heritage of Tr'ondëk Huch'in, including information on their location and character, that are located within the Traditional Territory of the Tr'ondëk Hwëch'in and which have been documented by Government at the Effective Date of this Agreement;
- (b) when requested by the Tr'ondëk Hwëch'in, Government shall consider protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Tr'ondëk Huch'in which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Traditional Territory of the Tr'ondëk Hwëch'in, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site;

- (c) Government shall Consult with the Tr'ondĕk Hwĕch'in regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.2(b);
- (d) Government shall inform the Tr'ondĕk Hwĕch'in when land within the Traditional Territory of the Tr'ondĕk Hwĕch'in is identified by Government as a proposed Designated Heritage Site or as a Heritage Site directly related to the history or culture of Tr'ondĕk Huch'in.

13.8.1.3 The Tr'ondĕk Hwĕch'in and Government may enter into agreements with respect to the ownership and management of Designated Heritage Sites.

13.8.1.4 Management plans for Designated Heritage Sites directly related to the culture and heritage of Tr'ondĕk Huch'in may provide for the use of the Han language in interpretive displays and signage.

#### **Specific Provision**

13.8.3.1 Government shall Consult with the Tr'ondĕk Hwĕch'in before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Tr'ondĕk Huch'in in the Traditional Territory of the Tr'ondĕk Hwĕch'in.

#### **Specific Provision**

13.8.7.1 A Person who accidentally discovers a Heritage Resource on Tr'ondĕk Hwĕch'in 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 Tr'ondĕk Hwĕch'in.

- 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 Tr'ondëk Hwëch'in Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Tr'ondëk Hwëch'in.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in; 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.
- 13.8.7.4 The Tr'ondëk Hwëch'in shall report to Government, as soon as practicable, the discovery on Tr'ondëk Hwëch'in Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 Government and the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in shall make reasonable efforts to determine if it is privately owned.

**Specific Provision**

- 13.12.1.1 Government shall provide written notice to the Tr'ondëk Hwëch'in of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Huch'in within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 13.12.1.2 Government shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Tr'ondëk Huch'in within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 13.12.1.3 The Tr'ondëk Hwëch'in shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with the management of a Designated Heritage Site directly related to the history or culture of Tr'ondëk Huch'in within the Traditional Territory of the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process, or the contract awards resulting therefrom.
- 13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with the management of a Designated Heritage Site within the Traditional Territory of the Tr'ondëk Hwëch'in directly related to the history or culture of Tr'ondëk Huch'in.

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 Tr'ondëk Huch'in within the Traditional Territory of the Tr'ondëk Hwëch'in:

- a) a criterion for the employment of Tr'ondëk Huch'in or engagement of Tr'ondëk Hwëch'in Firms; and
- b) a criterion for special knowledge or experience of Tr'ondëk Huch'in 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 Tr'ondëk Huch'in or engagement of Tr'ondëk Hwëch'in Firms or for special knowledge or experience of Tr'ondëk Huch'in shall be the determining criterion in awarding any contract.



**SCHEDULE A****FORTY MILE, FORT CUDAHY AND FORT CONSTANTINE HISTORIC SITE****1.0 Definitions**

1.1 In this schedule, the following definitions shall apply.

"Forty Mile, Fort Cudahy and Fort Constantine" means the land described as Forty Mile, Fort Cudahy and Fort Constantine Historic Site on map "Forty Mile, Fort Cudahy and Fort Constantine Historic Site, (FMFCFCHS)" in Appendix B - Maps, which forms a separate volume to this Agreement.

**2.0 Establishment**

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 Forty Mile, Fort Cudahy and Fort Constantine, which are under the administration of Canada, to be issued in the names of the Commissioner of the Yukon Territory and the Tr'ondëk Hwëch'in as tenants in common as to an undivided one-half interest each.

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 Forty Mile, Fort Cudahy and Fort Constantine, which are under the administration of the Commissioner of the Yukon Territory, to be issued in the names of the Commissioner of the Yukon Territory and the Tr'ondëk Hwëch'in as tenants in common as to an undivided one-half interest each.

2.3 Forty Mile, Fort Cudahy and Fort Constantine shall be designated as a 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 Historic Site designation under the Historic Resources Act, S.Y. 1991, c.8 shall not be removed from any lands forming part of Forty Mile, Fort Cudahy and Fort Constantine, without the consent of the Tr'ondëk Hwëch'in and the Yukon.

2.5 If the Yukon or the Tr'ondëk Hwëch'in acquires Lot 2, Block 28, Group 1101, Plan 4286 CLSR or any part thereof, (the "Private Lands"), the Yukon or the Tr'ondëk Hwëch'in shall cause fee simple title in respect of the Private Lands to be issued in the names of the Commissioner of the Yukon Territory and the Tr'ondëk Hwëch'in as tenants in common and the boundaries of Forty Mile, Fort Cudahy and Fort Constantine shall be amended to include the Private Lands.

2.5.1 For greater certainty, if the boundaries of Forty Mile, Fort Cudahy and Fort Constantine are amended to include the Private Lands pursuant to 2.5, the designation of Forty Mile, Fort Cudahy and Fort Constantine as a historic site under the Historic Resources Act, S.Y. 1991, c.8, shall also apply to the Private Lands.

2.6 Yukon acknowledges that the Tr'ondëk Hwëch'in shall have the exclusive right to determine the use, management and access to Yukon First Nation Burial Sites at Forty Mile, Fort Cudahy and Fort Constantine.

### **3.0 Management Plan for Forty Mile, Fort Cudahy and Fort Constantine**

3.1 A management plan shall be prepared for Forty Mile, Fort Cudahy and Fort Constantine.

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 the Tr'ondëk Hwëch'in and three by the Yukon.

3.3 The steering committee shall make best efforts to recommend the management plan to the Tr'ondëk Hwëch'in and the Yukon within five 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, the Tr'ondëk Hwëch'in or the Yukon may refer the matter to dispute resolution under 26.3.0.

- 3.4 The preparation of the management plan shall include a process for public consultation.
- 3.5 Preparation of the management plan shall be guided by the following principles:
- 3.5.1 protection, conservation and interpretation of the Heritage Resources at Forty Mile, Fort Cudahy and Fort Constantine in accordance with national and international standards, as accepted or modified by the Tr'ondëk Hwëch'in and the Yukon.
  - 3.5.2 recognition and protection of the traditional and current use of Forty Mile, Fort Cudahy and Fort Constantine by the Tr'ondëk Hwëch'in;
  - 3.5.3 encouragement of and public awareness of and appreciation for the natural and cultural resources of Forty Mile, Fort Cudahy and Fort Constantine; and
  - 3.5.4 provision of reasonable opportunity to the public to visit and appreciate Forty Mile, Fort Cudahy and Fort Constantine.
- 3.6 The management plan shall address all matters pertaining to the management of Forty Mile, Fort Cudahy and Fort Constantine, including:
- 3.6.1 its traditional and current use by the Tr'ondëk Hwëch'in;
  - 3.6.2 the nature and status of its resources;
  - 3.6.3 historic buildings;
  - 3.6.4 archaeological resources;
  - 3.6.5 burial sites;
  - 3.6.6 land use impact;
  - 3.6.7 the conditions of third-party use;

- 3.6.8 research in respect of the Heritage Resources;
- 3.6.9 economic opportunities associated with Forty Mile, Fort Cudahy and Fort Constantine;
- 3.6.10 the manner in which the management plan would be implemented; and
- 3.6.11 other matters as to which the Tr'ondëk Hwëch'in and Yukon agree.

#### **4.0 Approval and Review of the Management Plan for Forty Mile, Fort Cudahy and Fort Constantine**

- 4.1 The Tr'ondëk Hwëch'in and the Yukon may refer any proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.
- 4.2 The Tr'ondëk Hwëch'in and the Yukon shall jointly review any proposed management plan and shall make reasonable attempts to reach consensus on whether to accept, vary or set aside the provisions set out in the management plan and shall consider any recommendations of the Yukon Heritage Resources Board.
- 4.3 If the Tr'ondëk Hwëch'in and the Yukon are unable to reach a consensus under 4.2, either may refer the matter to dispute resolution under 26.3.0.
  - 4.3.1 Nothing in this schedule shall be construed to confer upon an arbitrator appointed pursuant to 4.3 any power to determine financial or other resources to be provided in connection with Forty Mile, Fort Cudahy and Fort Constantine by either the Tr'ondëk Hwëch'in or the Yukon.
- 4.4 The Tr'ondëk Hwëch'in and the Yukon shall jointly review the management plan no later than ten years after its initial approval and no later than every ten years thereafter.
- 4.5 The Tr'ondëk Hwëch'in and the Yukon may refer any proposed amendment to the management plan to the Yukon Heritage Resources Board for its review and recommendations.

**5.0 Implementation**

- 5.1 The Tr'ondëk Hwèch'in and the Yukon shall manage Forty Mile, Fort Cudahy and Fort Constantine in accordance with the Historic Resources Act, S.Y. 1991, c.8, and the approved management plan.
- 5.2 Prior to approval of the management plan pursuant to 4.0, the Tr'ondëk Hwèch'in and the Yukon shall manage Forty Mile, Fort Cudahy and Fort Constantine in a manner consistent with the principles set out in 3.5.

**6.0 Restrictions on Transfer**

- 6.1 Neither the Commissioner of the Yukon Territory nor the Tr'ondëk Hwèch'in shall transfer, assign, lease, encumber or otherwise dispose of its interest in Forty Mile, Fort Cudahy and Fort Constantine without the consent of the other.

**7.0 Mines and Minerals**

- 7.1 Subject to 7.2, Canada shall prohibit entry on Forty Mile, Fort Cudahy and Fort Constantine for the purpose of 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, withdraw Forty Mile, Fort Cudahy and Fort Constantine from the disposal of any interest pursuant to the Territorial Lands Act, R.S.C. 1985, c.T-7 and prohibit the issuance of interests under the Canada Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c.36.
- 7.1.1 Subject to 7.2, no one may carry out any activities related to the exploration or production of oil and gas in Forty Mile, Fort Cudahy and Fort Constantine.
- 7.1.2 Subject to 7.2, no one may explore for coal or stake for coal in Forty Mile, Fort Cudahy and Fort Constantine.

7.2 For greater certainty, the provisions of 7.1 shall not apply in respect of:

7.2.1 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;

7.2.2 oil and gas interests under the Canadian Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36, existing on the Effective Date;

7.2.3 rights granted under section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-7, existing on the Effective Date; and any successor or replacement rights and any new leases,

7.2.4 licenses, permits or other rights which may be granted in respect of an interest described in 7.2.1, 7.2.2 or 7.2.3.

## 8.0 Property Taxation

8.1 Forty Mile, Fort Cudahy and Fort Constantine and the improvements thereon shall not be taxable provided that:

8.1.1 the Commissioner in Executive Council is the taxing authority in respect of Forty Mile, Fort Cudahy and Fort Constantine;

8.1.2 Forty Mile, Fort Cudahy and Fort Constantine is designated as a historic site pursuant to the Historic Resources Act, S.Y. 1991, c.8; and

8.1.3 the Commissioner of the Yukon Territory and the Tr'ondëk Hwëch'in own Forty Mile, Fort Cudahy and Fort Constantine as tenants in common.



**SCHEDULE B****TR'O-JU-WECH'IN HERITAGE SITE****1.0 Establishment**

- 1.1 Parcel S-211B/D described as "Tr'o-ju-wech'in Heritage Site" on the Reference Plan of Dawson, in Appendix B - Maps, which forms a separate volume to this Agreement, is hereby recognized and established as a Heritage Site to be known as the Tr'o-ju-wech'in Heritage Site (the "Site").
- 1.2 The Tr'ondëk Hwëch'in may apply for consideration of the Site pursuant to the Historic Sites and Monuments Act, R.S.C. 1985, c. H-6, the Historic Resources Act, S.Y. 1991, c. 8, or any other appropriate Legislation.

**2.0 Objectives**

- 2.1 The primary objective for establishment of the Site is to recognize, protect, enhance and celebrate Han culture and history.
- 2.2 A secondary objective for establishment of the Site is to recognize and respect the non-aboriginal heritage aspects of the Site related to the Klondike gold rush.
- 2.3 Additional objectives for establishment of the Site include providing economic opportunities for the Tr'ondëk Hwëch'in through the creation of a first class tourist attraction.

**3.0 Steering Committee**

- 3.1 A steering committee (the "Steering Committee") shall be established to direct and oversee:
- 3.1.1 a review of the cultural values associated with the Site, including preparation of a history and an assessment of the archaeological and historic resources of the Site (the "Review"); and



- 3.1.2 preparation of a management plan (the "Management Plan") for the Site based upon the Review.
- 3.2 The Steering Committee shall initially be comprised of five members, of whom three shall be nominated by the Tr'ondëk Hwëch'in, one shall be nominated by Yukon and one shall be nominated by Canada.
- 3.3 Upon completion of the Review, the Steering Committee may, by consensus among its members, nominate additional members to facilitate cooperation and coordination among other organizations with an interest in the historic and cultural values of the Site.
- 3.4 The Steering Committee shall make best efforts to complete the Review within two years of the Effective Date of this Agreement and to recommend a draft Management Plan to the Tr'ondëk Hwëch'in and Canada within three years of completion of the Review.
- 3.5 The preparation of the Management Plan shall include a process for public consultation.
- 3.6 Yukon shall contribute towards preparation of the Review, under the direction of the Steering Committee and within the time frame set out in 3.4, by taking a lead role in conducting those portions of the Review relating to the archaeological and historic resources assessment of the Site, and in the course of such work shall ensure that training opportunities are provided to the Tr'ondëk Hwëch'in.
- 3.7 Canada shall contribute towards preparation of the Review, under the direction of the Steering Committee and within the time frames set out in 3.4, by taking a lead role in conducting those portions of the Review relating to preparation of a history and the identification of cultural values associated with the Site, and in the course of such work shall ensure that training opportunities are provided to the Tr'ondëk Hwëch'in.

3.8 Canada shall, under the direction of the Steering Committee and within the time frames set out in 3.4, take a lead role in the preparation of the Management Plan, and in the course of such work shall ensure that training opportunities are provided to the Tr'ondëk Hwëch'in. If the Site or any part of it is recognized as a National Historic Site pursuant to the Historic Sites and Monuments Act, R.S.C. 1985, c. H-6, the Department of Canadian Heritage, Parks Canada shall continue to work cooperatively with the Tr'ondëk Hwëch'in on the protection and presentation of the Site.

3.9 The Steering Committee may refer the draft Management Plan to the Yukon Heritage Resources Board for its review and recommendations.

#### 4.0 Management Plan

4.1 The Management Plan shall be guided by the objectives set out in 2.0 and the following principles:

- 4.1.1 the protection and presentation of the heritage and cultural values associated with the Site in accordance with the Tr'ondëk Hwëch'in, national and international standards;
- 4.1.2 the encouragement of public awareness of, appreciation for, and access to the natural, cultural, and historic values of the Site; and
- 4.1.3 the need to provide for the ongoing economic viability of the Site through commercial and other activities compatible with its status as a Heritage Site.

4.2 The Management Plan shall address all matters pertaining to the use, development and management of the Site including:

- 4.2.1 the nature and status of resources, including the associative and symbolic values of the Site;
- 4.2.2 historic buildings;

- 4.2.3 archaeological resources;
- 4.2.4 burial sites;
- 4.2.5 public access;
- 4.2.6 land use impacts;
- 4.2.7 use of the Site by the Tr'ondëk Hwëch'in, including identifying commercial and other activities compatible with its status as a Heritage Site;
- 4.2.8 the conditions of third-party use;
- 4.2.9 research on Heritage Resources;
- 4.2.10 economic opportunities for the Tr'ondëk Hwëch'in associated with the assessment, preservation and presentation of the Heritage Resources of the Site;
- 4.2.11 training;
- 4.2.12 opportunities for attracting funding for implementation of the Management Plan;
- 4.2.13 collection, interpretation and presentation of documentary Heritage resources related to the Site;
- 4.2.14 economic opportunities for the Tr'ondëk Hwëch'in associated with management and use of the Site;
- 4.2.15 future use of any portions of the Site identified by the Review as having no archaeological or heritage significance; and
- 4.2.16 such other matters as the Tr'ondëk Hwëch'in and Government may request the Steering Committee to consider.

**5.0 Approval and Review of the Management Plan**

- 5.1 The Tr'ondëk Hwëch'in and Canada shall jointly approve the Management Plan.
- 5.2 Within 90 days of receipt of a draft Management Plan, the Tr'ondëk Hwëch'in and Canada shall each decide whether to accept, vary or set aside the provisions set out therein.
- 5.3 The Tr'ondëk Hwëch'in and Canada shall jointly review their decisions under 5.2 and shall make reasonable efforts to reach a consensus as to the provisions to be included in the Management Plan.
- 5.4 If the Tr'ondëk Hwëch'in and Canada are unable to reach a consensus under 5.3, either may refer the matter to dispute resolution under 26.3.0.
- 5.4.1 Nothing in this schedule shall be construed to confer upon an arbitrator appointed pursuant to 5.4, any power to determine financial or other resources to be provided in connection with the Site by the Tr'ondëk Hwëch'in, Canada or the Yukon.
- 5.5 The Tr'ondëk Hwëch'in and Canada shall jointly review the Management Plan no later than five years after its approval and no later than every 10 years thereafter.

**6.0 Implementation**

- 6.1 The Tr'ondëk Hwëch'in shall manage the Site in accordance with the approved Management Plan.
- 6.2 Prior to the approval of the Management Plan pursuant to 5.0, the Tr'ondëk Hwëch'in shall manage the Site in a manner consistent with the objectives set out in 2.0 and the principles set out in 4.1.

6.3 No activities, including commercial activities, shall be conducted within the Site that would be inconsistent with the Management Plan or, in the absence of a Management Plan, with the objectives set out in 2.0 or the principles set out in 4.1.

6.4 Canada shall not be responsible for any reclamation costs for the Site.

#### 7.0 Restriction on Transfer

7.1 The Tr'ondëk Hwëch'in shall not transfer, assign, encumber or otherwise dispose of the Site without the prior consent of Canada.

7.2 The Tr'ondëk Hwëch'in may grant leases and licences of occupation of the Site consistent with the Management Plan or, in the absence of a Management Plan, with the objectives set out in 2.0 and the principles set out in 4.1.

7.3 Canada shall prohibit entry on the Site for the purpose of 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, withdraw the Site from the disposal of any interest pursuant to the Territorial Lands Act, R.S.C. 1985, c. T-7 and prohibit the issuance of interests under the Canada Petroleum Resources Act, R.S.C. 1985 (2d Supp.), c. 36 in the Site.

7.3.1 No one may carry out any activities related to the exploration or production of Oil and Gas in the Site.

7.3.2 No one may explore for coal or stake for coal in the Site.

7.3.3 For the purposes of 7.3, the Site shall include

(a) Lot 21, Block 2, Plan 8338A CLSR, Klondike Addition; and

(b) South half of Lot 7, Block 5, Plan 8338A CLSR, Klondike Addition.

**8.0 Temporary Tax Exemption**

- 8.1 The Site, including all improvements made to the Site for the purpose of achieving the objectives set out in 2.1 and 2.2 of this schedule, shall be exempt from Property Taxes for a period of 5 years from the Effective Date of this Agreement or until the Management Plan is approved pursuant to 5.0 of this schedule, whichever occurs earlier.
- 8.2 The purpose of the exemption from Property Taxes set out in 8.1 is to provide the Tr'ondëk Hwëch'in and the Yukon with an opportunity to negotiate and conclude a taxation agreement in respect of the Site as provided for in 14.0 of the Tr'ondëk Hwëch'in Self-Government Agreement.
- 8.3 The exemption from Property Taxes provided for in 8.1 shall not apply to any part of the Site used for:
- 8.3.1 commercial purposes;
  - 8.3.2 residential purposes; or
  - 8.3.3 any other purpose not directly related to the objectives set out in 2.1 and 2.2 of this schedule.



## SCHEDULE C

## HERITAGE ROUTES AND SITES

**Heritage Routes:**

The following routes, which are also identified by number on map "Tr'ondëk Hwëch'in Heritage Routes (THHR)", in Appendix B - Maps, which forms a separate volume to this Agreement, are the routes referred to in 13.4.6.3 to 13.4.6.6 inclusive:

1. Eagle to Old Crow;
2. Dawson to Fort McPherson;
3. Han migration;
4. Dawson to Tetlin; and
5. Dawson to Moosehide.

**Heritage Sites:**

The following sites, which are also identified by letter on the specified Territorial Resource Base Maps in Appendix B - Maps, which forms a separate volume to this Agreement, are the sites referred to in 13.4.6.3 to 13.4.6.6 inclusive:

- A. The caribou fence areas in the Blackstone Uplands/ Chapman Lake area shown as Heritage Sites "A-1" and "A-2" on Territorial Resource Base Map 116 B/16, **dated new date, 1998;**
- B. The old village site area at the White River shown as Heritage Site "B" on Territorial Resource Base Map 115 O/4, **dated new date, 1998** and also described as Parcel R-45B in Appendix A - Settlement Land Descriptions;



- C. The traditional gathering site at the Yukon River shown as Heritage Site "C" on Territorial Resource Base Map 115 O/4, **dated new date, 1998** and also described as Parcel R-44A in Appendix A - Settlement Land Descriptions;
- D. The archaeological/grave site at the confluence of the Stewart River and the Yukon River shown as Heritage Site "D" on Territorial Resource Base Map 115 O/6, **dated new date, 1998** and also described as Parcel S-15B in Appendix A - Settlement Land Descriptions;
- E. The Han/Peel gravesites along the Dempster Highway shown as Heritage Sites "E-1", "E-2", "E-3", "E-4" and "E-5" on Territorial Resource Base Map 116 B/16, **dated new date, 1998**;
- F. The traditional gathering site at the Dempster Highway/Blackstone River shown as Heritage Site "F" on Territorial Resource Base Map 116 G/1, **dated new date, 1998**;
- G. The traditional food gathering/village sites at the headwaters of the Ogilvie River shown as Heritage Sites "G-1", "G-2" and "G-3" on Territorial Resource Base Map 116 G/5, **dated new date, 1998**;
- H. The traditional hunting/fishing village at Mission Island in the Yukon River shown as Heritage Site "H" on Territorial Resource Base Map 116 C/7, **dated new date, 1998**; and
- I. The Billy Silas spiritual site at Rosebud Creek shown as Heritage Site "I" on Territorial Resource Base Map 115 P/4, **dated new date, 1998**, and also described as Parcel S-56B in Appendix A - Settlement Land Descriptions.

CHAPTER 13 - HERITAGE**Specific Provision**

- 13.4.6.1 The Nisutlin River valley and the heritage routes identified in Schedule A - Heritage Routes and sites, attached to this chapter, are recognized as having cultural and heritage significance to Teslin Tlingit and the Teslin Tlingit Council.
- 13.4.6.2 In developing a land use plan which includes all or part of the Teslin Tlingit Council Traditional Territory, a Regional Land Use Planning Commission shall take into account the cultural and heritage significance of the heritage routes identified in Schedule A - Heritage Routes and Sites, attached to this chapter, and of the Nisutlin River valley.
- 13.4.6.3 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and Designated Offices shall consider any significant adverse effect on the heritage routes identified in Schedule A - Heritage Routes and Sites, attached to this chapter, or on the Nisutlin River valley.
- 13.4.6.4 In recognition of its cultural and heritage significance to the Teslin Tlingit Council, Government shall give first priority to including the Nisutlin River valley in any sub-regional or district land use planning area proposed by Government for the Teslin Tlingit Council Traditional Territory.
- 13.4.6.5 Nothing in 13.4.6.1, 13.4.6.2 or 13.4.6.3 shall be construed as an obligation or commitment by Government or the Teslin Tlingit Council to maintain the identified heritage routes or to guarantee that the heritage routes will continue to exist in their current state.

**Specific Provision**

- 13.8.1.1 The ownership of land in the Teslin Tlingit Council Traditional Territory is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 13.8.1.2 Government shall provide the Teslin Tlingit Council with a listing of all Heritage Sites directly related to the culture and heritage of Teslin Tlingit, including information on their location and character, that are located within the Teslin Tlingit Council Traditional Territory and which have been documented by Government at the Effective Date of this Agreement.
- 13.8.1.3 Government shall inform the Teslin Tlingit Council when land within the Teslin Tlingit Council Traditional Territory is identified by Government as a Heritage Site directly related to the culture and heritage of Teslin Tlingit.
- 13.8.1.4 When requested by the Teslin Tlingit Council, Government shall consider protection within existing Legislation, for a period of time, of a Heritage Site directly related to the culture and heritage of Teslin Tlingit which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Teslin Tlingit Council Traditional Territory, 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 Teslin Tlingit Council regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.4.
- 13.8.1.6 Management plans for Designated Heritage Sites directly related to the culture and heritage of Teslin Tlingit may provide for the use of Tlingit or other aboriginal languages in interpretive displays and signage.

**Specific Provision**

- 13.8.3.1 Government shall Consult the Teslin Tlingit Council before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Teslin Tlingit in the Teslin Tlingit Council Traditional Territory.

**Specific Provision**

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Teslin Tlingit Council 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 Teslin Tlingit Council.
- 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 Teslin Tlingit Council Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Teslin Tlingit Council.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Teslin Tlingit Council 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 Teslin Tlingit Council; or
  - (b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing of the Heritage Site or the Moveable Heritage Resource.
- 13.8.7.4 The Teslin Tlingit Council shall report, as soon as practicable, to Government the discovery of any Documentary Heritage Resource reported to the Teslin Tlingit Council under 13.8.7.1.
- 13.8.7.5 Government and the Teslin Tlingit Council 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 Teslin Tlingit Council shall make reasonable efforts to determine if it is privately owned.

**Specific Provision**

- 13.12.1.1 Government shall provide written notice to the Teslin Tlingit Council of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit within the Teslin Tlingit Council Traditional Territory.
- 13.12.1.2 The Teslin Tlingit Council shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit within the Teslin Tlingit Council Traditional Territory.

**Specific Provision Cont'd**

- 13.12.1.3 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.
- 13.12.1.4 Any failure to provide a first opportunity pursuant to 13.12.1.2 shall not affect any fixed term contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit within the Teslin Tlingit Council Traditional Territory.
- 13.12.1.5 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Teslin Tlingit in the Teslin Tlingit Council Traditional Territory:
- (a) a criterion for Teslin Tlingit employment; and
  - (b) a criterion for special Teslin Tlingit knowledge or experience related to the Heritage Site.
- 13.12.1.6 Nothing in 13.12.1.5 shall be construed to mean that a criterion for Teslin Tlingit employment or for special Teslin Tlingit knowledge or experience shall be the determining criterion in awarding any contract.



SCHEDULE AHERITAGE ROUTES AND SITES**Heritage Routes**

The following routes, which are also identified by number on map "Teslin Tlingit Council Heritage Routes, (TTCHR)", in Appendix B - Maps, which forms a separate volume to this Agreement, are the routes referred to in 13.4.6:

1. Atlin Trail between Atlin and Teslin;
2. Teslin to Johnson's Crossing to Little Atlin Lake to Tagish;
3. Teslin to Brooks Brook to Quiet Lake to Rose River to Lapie River to Ross River;
4. Teslin to Colwell Bay to Wolf River to Fish Lake to Wolf Lake;
5. Teslin to Fat Lake to Sterlin Lake to Snafu Lake to Tagish;
6. Teslin to Colwell Bay to Wolf River to Wolf Lake to Liard River to Liard to Rancheria to Morley Lake to Teslin; and
7. Johnson's Crossing to Brooks Brook to Thirtymile Creek to Fish Lake to Red River to Hundred Mile Creek to Quiet Lake.

**Heritage Sites**

The following sites, which are also identified by letter on the Territorial Resource Base Maps in Appendix B - Maps, which forms a separate volume to this Agreement, are the sites referred to in 13.4.6:

- B. being the spiritual site area shown as Heritage Site "B", at the Nisutlin River, on Territorial Resource Base Map 105 F/2 dated December 14, 1992;
- D. being the area shown as Heritage Site "D", at an island in Eagle Bay, on Territorial Resource Base Map 105 C/2 dated December 14, 1992;

CHAPTER 13 - HERITAGE**Specific Provision**

- 13.4.6.1 The heritage routes and sites in the Vuntut Gwitchin First Nation Traditional Territory identified in Schedule A - Heritage Routes and Sites, attached to this chapter, and on map, Vuntut Gwitchin Heritage Routes and Sites, (VGHRAS), in Appendix B - Maps, which forms a separate volume to this Agreement, are recognized as having cultural and heritage significance to the Vuntut Gwitchin and the Vuntut Gwitchin First Nation.
- 13.4.6.2 In developing a land use plan which includes all or part of the Vuntut Gwitchin First Nation Traditional Territory, a Regional Land Use Planning Commission shall take into account the cultural and heritage significance of the heritage routes and sites identified in Schedule A - Heritage Routes and Sites, attached to this chapter, and on map, Vuntut Gwitchin Heritage Routes and Sites, (VGHRAS), in Appendix B - Maps, which forms a separate volume to this Agreement.
- 13.4.6.3 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and Designated Offices shall consider any significant adverse effect on the heritage routes and sites identified in Schedule A - Heritage Routes and Sites, attached to this chapter, and on map, Vuntut Gwitchin Heritage Routes and Sites, (VGHRAS), in Appendix B - Maps, which forms a separate volume to this Agreement.
- 13.4.6.4 Nothing in 13.4.6.1 to 13.4.6.3 shall be construed as an obligation or commitment by Government or the Vuntut Gwitchin First Nation to maintain the identified heritage routes or sites or to guarantee that the heritage routes or sites will continue to exist in their current state.

**Specific Provision Cont'd**

- 13.4.6.5 The Rampart House historic site and the Lapierre House historic site shall be established as Designated Heritage Sites, and the specific provisions in respect of the Rampart House historic site and the Lapierre House historic site are set out in Schedule B - Rampart House Historic Site and Lapierre House Historic Site, attached to this chapter.

**Specific Provision**

- 13.8.1.1 The ownership of land in the Vuntut Gwitchin First Nation Traditional Territory is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 13.8.1.2 The following provisions shall apply to the management of Heritage Sites:
- (a) if, as of the Effective Date of this Agreement, Government has a prepared written inventory of sites within the Vuntut Gwitchin First Nation Traditional Territory identified by Government as Heritage Sites, Government shall make a copy of the written inventory available to the Vuntut Gwitchin First Nation;

**Specific Provision cont'd**

- (b) when requested by the Vuntut Gwitchin First Nation, Government shall consider protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Vuntut Gwitchin which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Vuntut Gwitchin First Nation Traditional Territory, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site;
  - (c) Government shall Consult with the Vuntut Gwitchin First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site; and
  - (d) Government shall advise the Vuntut Gwitchin First Nation when land within the Vuntut Gwitchin First Nation Traditional Territory is identified by Government as a proposed Designated Heritage Site.
- 13.8.1.3 The Vuntut Gwitchin First Nation and Government may enter into agreements with respect to the ownership and management of Designated Heritage Sites.
- 13.8.1.4 Management plans for Designated Heritage Sites directly related to the culture and heritage of Vuntut Gwitchin may provide for the use of the Gwitchin language in interpretive displays and signage.

**Specific Provision**

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

**Specific Provision**

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Settlement Land of the Vuntut Gwitchin First Nation 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 Vuntut Gwitchin 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 Settlement Land of the Vuntut Gwitchin First Nation provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Vuntut Gwitchin 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 Settlement Land of the Vuntut Gwitchin First Nation 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 Vuntut Gwitchin First Nation; or
  - (b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing of the Heritage Site or the Moveable Heritage Resource.

**Specific Provision Cont'd**

- 13.8.7.4 The Vuntut Gwitchin First Nation shall report, as soon as practicable, to Government the discovery of any Documentary Heritage Resource reported to the Vuntut Gwitchin First Nation under 13.8.7.1.
- 13.8.7.5 Government and the Vuntut Gwitchin 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 Vuntut Gwitchin First Nation shall make reasonable efforts to determine if it is privately owned.

**Specific Provision**

- 13.12.1.1 Government shall provide written notice to the Vuntut Gwitchin First Nation of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.
- 13.12.1.2 Where the Yukon requires extra personnel to carry out work on the LaPierre House Designated Heritage Site or the Ramparts House Designated Heritage Site, the Yukon shall hire Vuntut Gwitchin who are qualified and available.
- 13.12.1.3 The Vuntut Gwitchin First Nation shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history and culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.
- 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 provide a first opportunity pursuant to 13.12.1.3 shall not affect any fixed term contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.



**Specific Provision Cont'd**

13.12.1.6 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history and culture of Yukon Indian People in the Vuntut Gwitchin First Nation Traditional Territory:

- (a) a criterion for Vuntut Gwitchin employment; and
- (b) a criterion for special Vuntut Gwitchin knowledge or experience related to the Heritage Site.

13.12.1.7 Nothing in 13.12.1.6 shall be construed to mean that a criterion for Vuntut Gwitchin employment or special knowledge or experience shall be the determining criterion in awarding any contract.

SCHEDULE AHERITAGE ROUTES AND SITES

The following routes and sites, which are also identified by number on map, Vuntut Gwitchin Heritage Routes and Sites, (VGHRAS), in Appendix B - Maps, which forms a separate volume to this Agreement, are the routes and sites referred to in 13.4.6.1 to 13.4.6.4 inclusive.

## Routes:

1. Old Crow to Whitestone Village.
2. Old Crow to Fort McPherson via Salmon Cache and Lapierre House.
3. Whitestone Village to Johnson Village.
4. Johnson Village to La Chute via Whitefish Lake.
5. Whitestone Village route connecting with the Old Crow - Fort McPherson route (route 2) at the western approach to the Northwest Territories border.
6. Whitestone Village route connecting with the Old Crow - Fort McPherson route (route 2) via Upper Stony Creek.
7. Old Crow to Rampart House.
8. Old Crow to Herschel Island.
9. Old Crow to Fish Hole Creek (Canoe River) fishing hole.
10. Old Crow to Johnson Village via White Snow Mountain

## Sites:

- A. Caribou fence on Thomas Creek at its headwaters.
- B. Caribou fence on Thomas Creek at part way down to Crow Flats.
- C. Caribou fence on Timber Creek.
- D. Caribou fence on Black Fox Creek.
- E. Fishing Hole on Fish Hole Creek (Canoe River).

F. Fishing Hole on the Babbage River.

G. Fishing Hole on the Firth River.

SCHEDULE BRAMPART HOUSE HISTORIC SITE AND LAPIERRE HOUSE HISTORIC SITE

## 1.0 Definitions

1.1 In this schedule, the following definitions shall apply.

"Lapierre House" means the land described as Lapierre House Historic Site on Map LL in Appendix B - Maps, which forms a separate volume to this Agreement, excluding the mines and minerals and the right to work the mines and minerals.

"Rampart House" means the land described as Rampart House Historic Site on Map RR in Appendix B - Maps, which forms a separate volume to this Agreement, excluding the mines and minerals and the right to work the mines and minerals.

## 2.0 Establishment

2.1 Canada shall transfer to the Yukon the administration and control of Lapierre House and Rampart House excepting that part of Rampart House situated within 60 feet of the Canada - United States of America (Alaska-Yukon) boundary and excepting any part of Lot One, Group 1301, Plan 3S102 CLSR 1221, LTO to which fee simple title has been raised.

2.2 The Yukon shall cause fee simple title to Lapierre House and to that part of Rampart House transferred pursuant to 2.1 to be raised in the names of the Commissioner of the Yukon Territory and the Vuntut Gwitchin First Nation as tenants in common as soon as practicable following the transfer set out in 2.1.

2.2.1 Nothing in this schedule shall be construed to affect the ability of the Vuntut Gwitchin First Nation to make a claim to the Minister of Indian Affairs and Northern Development that there is a Reserve set aside for the Vuntut Gwitchin First Nation at Rampart House.

2.3 The Yukon shall establish Rampart House and Lapierre House as historic sites under the Historic Resources Act, S.Y. 1991, c.8, as soon as practicable following the raising of the fee simple title pursuant to 2.2.

2.4 No land forming part of Rampart House or Lapierre House shall be removed from historic site status under the Historic Resources Act, S.Y. 1991, c.8, without the consent of the Vuntut Gwitchin First Nation.

### 3.0 Management

3.1 A management committee shall be established for Rampart House and Lapierre House, with three appointees of the Vuntut Gwitchin First Nation and three appointees of Government.

3.2 Government and the Vuntut Gwitchin First Nation shall prepare jointly a management plan for Rampart House and a management plan for Lapierre House.

3.3 The preparation of the management plans shall be guided by the following principles:

3.3.1 the protection, conservation and interpretation of the Heritage Resources at Rampart House and Lapierre House in accordance with national and international standards;

3.3.2 the recognition and protection of the traditional and current use of Rampart House and Lapierre House by the Vuntut Gwitchin; and

3.3.3 the encouragement of public awareness of and appreciation for the natural and cultural resources of Rampart House and Lapierre House.

3.4 The management plans shall address:

3.4.1 the traditional and current use by the Vuntut Gwitchin;

3.4.2 the nature and status of resources at Rampart House and Lapierre House;

3.4.3 historic buildings;

- 3.4.4 archaeological resources;
  - 3.4.5 burial sites;
  - 3.4.6 public access;
  - 3.4.7 land use impacts;
  - 3.4.8 the conditions of third-party use of Rampart House and Lapierre House;
  - 3.4.9 research on the Heritage Resources of Rampart House and Lapierre House; and
  - 3.4.10 such other matters as Government and the Vuntut Gwitchin First Nation may agree upon.
- 3.5 The development of the management plans shall include a process for public consultation.
- 3.6 Government and the Vuntut Gwitchin First Nation shall make best efforts to complete the management plans within five years of the Effective Date of this Agreement.
- 3.7 Government and the Vuntut Gwitchin First Nation shall refer each proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.
- 4.0 Approval and Review of the Management Plans**
- 4.1 The Minister and the Vuntut Gwitchin First Nation shall jointly approve the management plan for Rampart House and the management plan for Lapierre House.
- 4.2 If the Minister and the Vuntut Gwitchin First Nation are unable to agree on the terms of a management plan, the Minister or the Vuntut Gwitchin First Nation may refer the dispute to the dispute resolution process under 26.3.0.
- 4.3 Government and the Vuntut Gwitchin First Nation shall review each management plan no later than 10 years after its initial approval and not less than every 10 years thereafter.

4.4 Government and the Vuntut Gwitchin First Nation shall refer any proposed amendment to the management plan for Rampart House or the management plan for Lapierre House to the Yukon Heritage Resources Board for its review and recommendations.

5.0 Implementation

5.1 Except as otherwise provided in this schedule, Government and the Vuntut Gwitchin First Nation shall manage Rampart House in accordance with the Historic Resources Act, S.Y. 1991, c.8, and the management plan for Rampart House approved by the Minister and the Vuntut Gwitchin First Nation.

5.2 Except as otherwise provided in this schedule, Government and the Vuntut Gwitchin First Nation shall manage Lapierre House in accordance with the Historic Resources Act, S.Y. 1991, c.8, and the management plan for Lapierre House approved by the Minister and the Vuntut Gwitchin First Nation.

6.0 Mines and Minerals

6.1 Government shall withdraw the mines and minerals within Rampart House and Lapierre House 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, and from exploration and development under the Canada Petroleum Resources Act, R.S.C. 1985, c. C-36 (2nd Supp.).



CHAPTER 14 - WATER MANAGEMENT

**Specific Provision**

14.5.4.1 The exclusive right of the First Nation of Nacho Nyak Dun to use Water referred to in 14.5.4 is subject to 10.3.1 of the Gwich'in Transboundary Agreement.

CHAPTER 14 - WATER MANAGEMENT

**Specific Provision**

14.5.4.1 The exclusive right of the Vuntut Gwitchin First Nation to use Water referred to in 14.5.4 is subject to 10.3.1 of the Gwitchin Transboundary Agreement.

CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT  
OF AREAS OF SETTLEMENT LAND

15.4.2.1

**Specific Provision**

- (a) Any exception to 15.4.2.1 for Champagne and Aishihik First Nations Settlement Land is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for Champagne and Aishihik First Nations Settlement Land are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Champagne and Aishihik First Nations Settlement Land, Government shall include among the factors for consideration, Champagne and Aishihik Person employment, Champagne and Aishihik Person ownership or equity investment in the firm submitting the proposal, bid or tendser, and in any subcontractor to that firm.
- 15.7.1.2 The determination of the qualifications and experience appropriate for the survey of Champagne and Aishihik First Nations Settlement Land shall be set out in the economic development opportunities plan required by 22.3.1.
- (a) Government and the Champagne and Aishihik First Nations may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required by 22.3.1.
- 15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the criterion for Champagne and Aishihik Person employment or ownership or equity investment shall be the determining criteria in awarding any contract.

CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT  
OF AREAS OF SETTLEMENT LAND

**Specific Provision**

- (a) Any exception to 15.4.2.1 for Settlement Land of the Little Salmon/Carmacks First Nation is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for Little Salmon/Carmacks First Nation Settlement Land are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Little Salmon/Carmacks First Nation Settlement Land, Government shall include among the factors for consideration, employment of Little Salmon/Carmacks People, and Little Salmon/Carmacks First Nation and Little Salmon/Carmacks People ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

## Specific Provision Cont'd

- 15.7.1.2           The Little Salmon/Carmacks First Nation and Government shall ensure that qualifications and experience requirements for employment of Little Salmon/Carmacks People in the surveying of Little Salmon/Carmacks 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 Little Salmon/Carmacks People.
- 15.7.1.3           Qualified Little Salmon/Carmacks People shall have first priority for employment in the surveying of Little Salmon/Carmacks 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 Little Salmon/Carmacks People or for Little Salmon/Carmacks First Nation and Little Salmon/Carmacks People ownership or equity investment shall be the determining criterion in the award of any contract.

SCHEDULE A - MAJOR HIGHWAYS

Yukon Highway # 1	Alaska Highway
Yukon Highway # 2	Klondike Highway
Yukon Highway # 3	Haines Road
Yukon Highway # 4	Campbell Highway
Yukon Highway # 5	Dempster Highway
Yukon Highway # 6	Canol Road
Yukon Highway # 7	Atlin Road
Yukon Highway # 8	Tagish Road
Yukon Highway # 9	Top of the World Highway (Dawson - Boundary Road)
Yukon Highway # 10	Nahanni Range Road
Yukon Highway # 11	Silver Trail
Yukon Highway # 37	Cassiar Road



CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT  
OF AREAS OF SETTLEMENT LAND

15.4.2.1

**Specific Provision**

- (a) Any exception to 15.4.2.1 for Settlement Land of the First Nation of Nacho Nyak Dun is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for the Settlement Land of the First Nation of Nacho Nyak Dun are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of First Nation of Nacho Nyak Dun Settlement Land, Government shall include among the factors for consideration, Nacho Nyak Dun employment, Nacho Nyak Dun 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 determination of the qualifications and experience appropriate for the survey of First Nation of Nacho Nyak Dun Settlement Land shall be set out in the economic development opportunities plan required pursuant to 22.3.1.
- (a) Government and the First Nation of Nacho Nyak Dun may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required pursuant to 22.3.1.
- 15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the criterion for Nacho Nyak Dun employment or Nacho Nyak Dun ownership or equity investment shall be the determining criteria in awarding any contract.

**Specific Provision**

- 15.7.2.1 Where Tetlit Gwich'in Yukon Land abuts Settlement Land of the First Nation of Nacho Nyak Dun, the Tetlit Gwich'in and the First Nation of Nacho Nyak Dun shall agree on how to share the economic benefits in 15.7.2.

SCHEDULE A - MAJOR HIGHWAYS

Yukon Highway # 1	Alaska Highway
Yukon Highway # 2	Klondike Highway
Yukon Highway # 3	Haines Road
Yukon Highway # 4	Campbell Highway
Yukon Highway # 5	Dempster Highway
Yukon Highway # 6	Canol Road
Yukon Highway # 7	Atlin Road
Yukon Highway # 8	Tagish Road
Yukon Highway # 9	Top of the World Highway (Dawson - Boundary Road)
Yukon Highway # 10	Nahanni Range Road
Yukon Highway # 11	Silver Trail
Yukon Highway # 37	Cassiar Road

CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT  
OF AREAS OF SETTLEMENT LAND

## 15.4.2.1

**Specific Provision**

- (a) Any exception to 15.4.2.1 for Selkirk First Nation Settlement Land is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for Selkirk First Nation Settlement Land are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 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.

SCHEDULE A - MAJOR HIGHWAYS

Yukon Highway # 1	Alaska Highway
Yukon Highway # 2	Klondike Highway
Yukon Highway # 3	Haines Road
Yukon Highway # 4	Campbell Highway
Yukon Highway # 5	Dempster Highway
Yukon Highway # 6	Canol Road
Yukon Highway # 7	Atlin Road
Yukon Highway # 8	Tagish Road
Yukon Highway # 9	Top of the World Highway (Dawson - Boundary Road)
Yukon Highway # 10	Nahanni Range Road
Yukon Highway # 11	Silver Trail
Yukon Highway # 37	Cassiar Road

CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT  
OF AREAS OF SETTLEMENT LAND

## 15.4.2.1

## Specific Provision

- (a) Any exception to 15.4.2.1 for Ta'an Kwach'an Council Settlement Land is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

## Specific Provision

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for Ta'an Kwach'an Council Settlement Land are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

## Specific Provision

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Ta'an Kwach'an Council Settlement Land, Government shall include among the factors for consideration Ta'an Kwach'an employment and Ta'an Kwach'an 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 determination of the qualifications and experience appropriate for the survey of Ta'an Kwach'an Council Settlement Land shall be set out in the economic development opportunities plan required pursuant to 22.3.1.
- (a) Government and the Ta'an Kwach'an Council may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required by 22.3.1.



Specific Provision Cont'd

15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the inclusion of Ta'an Kwach'an employment or Ta'an Kwach'an ownership or equity investment shall be the determining criteria in the award of any contract.

CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT  
OF AREAS OF SETTLEMENT LAND

**Specific Provision**

- (a) Any exception to 15.4.2.1 for Teslin Tlingit Council Settlement Land is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for Teslin Tlingit Council Settlement Land are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Teslin Tlingit Council Settlement Land, Government shall include among the factors for consideration Teslin Tlingit employment and Teslin Tlingit 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 determination of the qualifications and experience appropriate for the survey of Teslin Tlingit Council Settlement Land shall be set out in the economic development opportunities plan required pursuant to 22.3.1.
- (a) Government and the Teslin Tlingit Council may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required by 22.3.1.
- 15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the inclusion of Teslin Tlingit employment or Teslin Tlingit ownership or equity investment shall be the determining criteria in the award of any contract.

SCHEDULE A - MAJOR HIGHWAYS

Yukon Highway # 1	Alaska Highway
Yukon Highway # 2	Klondike Highway
Yukon Highway # 3	Haines Road
Yukon Highway # 4	Campbell Highway
Yukon Highway # 5	Dempster Highway
Yukon Highway # 6	Canol Road
Yukon Highway # 7	Atlin Road
Yukon Highway # 8	Tagish Road
Yukon Highway # 9	Top of the World Highway (Dawson - Boundary Road)
Yukon Highway # 10	Nahanni Range Road
Yukon Highway # 11	Silver Trail
Yukon Highway # 37	Cassiar Road

CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT  
OF AREAS OF SETTLEMENT LAND

**Specific Provision**

- (a) Any exception to 15.4.2.1 for Tr'ondëk Hwëch'in Settlement Land is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for Tr'ondëk Hwëch'in Settlement Land are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Tr'ondëk Hwëch'in Settlement Land, Government shall include among the factors for consideration, employment of Tr'ondëk Huch'in, Tr'ondëk Hwëch'in and Tr'ondëk Huch'in 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 Tr'ondëk Hwëch'in and Government shall ensure that qualifications and experience requirements for employment of Tr'ondëk Huch'in in the surveying of Tr'ondëk Hwëch'in 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 Tr'ondëk Huch'in.

15.7.1.3 Qualified Tr'ondëk Huch'in shall have first priority for employment in the surveying of Tr'ondëk Hwëch'in 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 criteria for employment of Tr'ondëk Huch'in, or for Tr'ondëk Hwëch'in and Tr'ondëk Huch'in ownership or equity investment shall be the determining criteria in the award of any contract.

CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT  
OF AREAS OF SETTLEMENT LAND

15.4.2.1

**Specific Provision**

- (a) Any exception to 15.4.2.1 for Vuntut Gwitchin First Nation Settlement Land is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**Specific Provision**

- 15.6.2.1 The adjustment boundaries for Vuntut Gwitchin First Nation Settlement Land are identified in Appendix A - Settlement Land Descriptions, attached to this Agreement.



**Specific Provision**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Vuntut Gwich' First Nation Settlement Land, the Government shall include among the factors for consideration Vuntut Gwitchin employment and Vuntut Gwitchin 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 determination of the qualifications and experience appropriate for the survey of Vuntut Gwitchin First Nation Settlement Land shall be set out in the economic development opportunities plan required by 22.3.1.
- (a) Government and the Vuntut Gwitchin First Nation may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required by 22.3.1.
- 15.7.1.3 Nothing in 15.7.1.1 shall be construed to mean that the criterion for Vuntut Gwitchin employment or ownership or equity investment shall be the determining criteria in the award of any contract.

CHAPTER 16 - FISH & WILDLIFE**Specific Provision**

- 16.6.2.1 The Champagne and Aishihik First Nations and the Minister may each nominate one additional member as an alternate member to the Council.
- 16.6.2.2 Subject to 16.6.2.3, an alternate member may participate in the work of the Council.
- 16.6.2.3 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

**Specific Provision**

- 16.6.4.1 For the purposes of 16.6.4, a resident is a person who has long term familiarity with the Champagne and Aishihik First Nations Traditional Territory and its renewable resources and who lives in the Champagne and Aishihik First Nations Traditional Territory.

**Specific Provision**

- 16.6.5.1 Subject to 16.6.5.2, appointments to the Council shall be for a three year term, except for the initial appointments. For the initial appointments, one Champagne and Aishihik First Nations nominee and one Minister's nominee shall be appointed for one year, one Champagne and Aishihik First Nations nominee and one Minister's nominee shall be appointed for two years, and one Champagne and Aishihik First Nations nominee and one Minister's nominee shall be appointed for three years.
- 16.6.5.2 All appointments of the alternate members shall be for a three year term.

**Specific Provision**

16.6.10.13 shall seek the consent of the Champagne and Aishihik First Nations before recommending the approval of proposed game farming or game ranching activities in the Champagne and Aishihik First Nations Traditional Territory, where in the Council's opinion the proposed game farming or game ranching would have an adverse effect on the Harvesting rights of Champagne and Aishihik People under this Agreement.

**Specific Provision**

16.9.1.3 In the event that Government establishes, in accordance with this Agreement, a Total Allowable Harvest for moose in the Champagne and Aishihik First Nations Traditional Territory, Government shall allocate to the Champagne and Aishihik First Nations either:

- (a) the first 15 moose in the Total Allowable Harvest and, thereafter, 75 percent of the remaining Total Allowable Harvest; or
- (b) the number of moose required to satisfy the Subsistence needs of Champagne and Aishihik People,

whichever is less.

16.9.1.4 Unless the Champagne and Aishihik First Nations and Government otherwise agree, in the event that the Minister establishes, in accordance with this Agreement, a Total Allowable Harvest for moose of 150 or greater, Government and the Champagne and Aishihik First Nations shall make best efforts to negotiate a Basic Needs Level for moose for the Champagne and Aishihik First Nations in accordance with 16.9.6, and failing agreement on a Basic Needs Level, the provisions of 16.9.1.3 shall continue to apply.

16.9.1.5 Where an allowable harvest for moose is established in the Park, the number of moose specified in the notice given by the Champagne and Aishihik First Nations pursuant to 4.11.2 of Schedule A - Kluane National Park, attached to Chapter 10 - Special Management Areas, shall, for the purposes of 16.9.1.3, be included in the Total Allowable Harvest for moose in the Champagne and Aishihik First Nations Traditional Territory.

**Specific Provision Cont'd**

- 16.9.1.6 Where, in accordance with this chapter, a Basic Needs Level or harvest allocation is established for a species of Wildlife other than moose, and where an allowable harvest for that species is established in the Park, the number of animals of that species specified in the notice given by the Champagne and Aishihik First Nations pursuant to 4.11.2 of Schedule A - Kluane National Park, attached to Chapter 10 - Special Management Areas, shall be included in the Total Allowable Harvest for that species in the Champagne and Aishihik First Nations Traditional Territory, and that Total Allowable Harvest shall be allocated in accordance with the provisions of that Basic Needs Level or harvest allocation.
- 16.9.1.7 For the purposes of 16.9.1.5 and 16.9.1.6, "Park" has the same meaning as in Schedule A - Kluane National Park, attached to Chapter 10 - Special Management Areas.

**Specific Provision**

- 16.9.5.1 Special Harvesting opportunities for the Champagne and Aishihik First Nations are set out in 16.9.1.3 to 16.9.1.6 and 16.9.10.1 of this Agreement.

**Specific Provision**

16.9.10.1 The special Harvesting rights for Freshwater Fish for food of Champagne and Aishihik People are as follows:

(a) Government shall take into account the special importance to the Champagne and Aishihik First Nations of,

- (i) Klukshu Lake,
- (ii) Dezadeash Lake,
- (iii) Aishihik Lake,
- (iv) Kloo Lake,
- (v) Six-Mile Lake,
- (vi) Hutshi Lake, and
- (vii) Neskatahin Lake

in the allocation of Freshwater Fish between Champagne and Aishihik People and other users; and

(b) Government shall ensure that the food Freshwater Fish needs of Champagne and Aishihik People receive primary consideration in the allocation of Freshwater Fish resources.

**Specific Provision**

- 16.10.6.1 Subject to 16.10.6.3, for the drainage basin of the Alsek River, Government shall allocate the first 3,000 sockeye Salmon and the first 200 chinook Salmon to the Champagne and Aishihik First Nations.
- 16.10.6.2 If a total allowable catch is established for either sockeye Salmon or chinook Salmon for the drainage basin of the Alsek River, Government and the Champagne and Aishihik First Nations shall make best efforts to negotiate a percentage allocation of the total allowable catch for either sockeye Salmon or chinook Salmon in accordance with 16.10.3, which percentage will apply to any total allowable catch established thereafter.

**Specific Provision Cont'd**

- 16.10.6.3 Government shall allocate sockeye Salmon and chinook Salmon to the Champagne and Aishihik First Nations pursuant to 16.10.6.1 or 16.10.6.2, whichever is the greater.
- 16.10.6.4 For other species of Salmon in the drainage basin of the Alsek River, Government shall ensure that the needs of Champagne and Aishihik People for Salmon for food receive primary consideration in the allocation of those species of Salmon.
- 16.10.6.5 If a basic needs allocation for a species referred to in 16.10.6.4 is agreed to by the parties to this Agreement, the provisions of 16.10.6.4 shall no longer apply to that species.



Specific Provision

16.10.18.1 Government shall allocate to the Champagne and Aishihik First Nations, either:

- (a) the first two commercial Salmon fishing licences which may be issued by Government for the drainage basin of the Alsek River; or
- (b) 26 percent of the total number of any commercial Salmon fishing licences which may be issued by Government from time to time for the drainage basin of the Alsek River,

whichever is greater.

16.10.18.2 Government shall allocate to the Champagne and Aishihik First Nations, either:

- (a) the first two commercial Salmon sport fishing licences which Government may issue for the drainage basin of the Alsek River; or
- (b) 26 percent of the total number of any commercial Salmon sport fishing licences which may be issued by Government from time to time for the drainage basin of the Alsek River,

whichever is greater.

16.10.18.3 Government shall issue to the Champagne and Aishihik First Nations a licence allocated to it under 16.10.18.1 or 16.10.18.2 upon application by the Champagne and Aishihik First Nations provided that the Champagne and Aishihik First Nations satisfies the requirements in effect from time to time applicable to other applicants for the issuance of such a licence for the drainage basin of the Alsek River.

**Specific Provision Cont'd**

- (a) Upon the request of the Champagne and Aishihik First Nations or Government, the Sub-Committee shall review and make recommendations to the Minister on the requirements otherwise in effect from time to time for the issuance of a licence under 16.10.18.3.
- 16.10.18.4 A licence issued to the Champagne and Aishihik First Nations under 16.10.18.3 shall not be transferable.
- 16.10.18.5 A reissued licence shall not be considered a new licence for the purpose of calculating the number of licences required to be allocated to the Champagne and Aishihik First Nations pursuant to 16.10.18.1 or 16.10.18.2.
- 16.10.18.6 Government shall issue without fee, the licences referred to in 16.10.18.1 and 16.10.18.2.

**Specific Provision**

- 16.11.1.1 The participation of Government, Councils, the Board and the Champagne and Aishihik First Nations in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

**Specific Provision**

- 16.11.4.1 The overall allocation of traplines which have more than 50 percent of their area in that portion of the Champagne and Aishihik First Nations Traditional Territory which is not overlapped by another Yukon First Nation's Traditional Territory is 27 traplines held by Yukon Indian People and two traplines held by other Yukon residents.

**Specific Provision**

- 16.11.7.1 Category 1 Traplines and Category 2 Traplines in the Champagne and Aishihik First Nations Traditional Territory are identified in Schedule B - Category 1 and 2 Traplines, attached to this chapter.

**SCHEDULE B****CATEGORY 1 AND 2 TRAPLINES**

This schedule will be amended as trappers give consent to have their traplines designated as Category 1 Traplines.

CHAPTER 16 - FISH AND WILDLIFE

**Specific Provision**

- 16.6.1.1            The Renewable Resources Council for the Traditional Territory of the Little Salmon/Carmacks First Nation shall be named the Carmacks Renewable Resources Council.

**Specific Provision**

- 16.6.2.1            The Minister and the Little Salmon/Carmacks First Nation may each nominate one additional member as an alternate member to the Council.

**Specific Provision Cont'd**

- 16.6.2.2            Subject to 16.6.2.3, an alternate member may participate in the work of the Council.
- 16.6.2.3            An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

Specific Provision

- 16.6.4.1 All nominees to the Council shall have lived in the Traditional Territory of the Little Salmon/Carmacks First Nation for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 16.6.4.2 For the purpose of 16.6.4.1, a temporary absence from the Traditional Territory of the Little Salmon/Carmacks First Nation, including an absence for the purpose of study or training, does not constitute an interruption of residency.

## Specific Provision Cont'd

- 16.6.4.3 Prior to any appointments being made to the Council, the Minister and the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation shall consider:
- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Little Salmon/Carmacks First Nation;
  - (b) any prospective nominee's familiarity with renewable resource issues and, in particular, with the harvesting of renewable resources;
  - (c) any information available as to a prospective nominee's intention to remain resident in the Traditional Territory of the Little Salmon/Carmacks First Nation; and
  - (d) any other matters to which the Minister and the Little Salmon/Carmacks First Nation agree.
- 16.6.4.5 In the event that, after having made the reasonable attempts required by 16.6.4.3, the Minister and the Little Salmon/Carmacks 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.

**Specific Provision**

- 16.6.10.13 (a) may make recommendations to the Minister on the forecast of anticipated harvests of moose and woodland caribou by Little Salmon/Carmacks People and other persons, and
- (b) may make recommendations to the Minister and the Little Salmon/Carmacks First Nation on exceptions to the allocation set out in 16.9.1.3(a);
- 16.6.10.14 shall seek the consent of the Little Salmon/Carmacks First Nation before recommending the approval of proposed game farming or game ranching activities in the Traditional Territory of the Little Salmon/Carmacks 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 Little Salmon/Carmacks People under this Agreement.



**Specific Provision**

16.9.1.3 In the event that a Total Allowable Harvest is established for moose or woodland caribou, for all or part of the Traditional Territory of the Little Salmon/Carmacks First Nation, the Total Allowable Harvest shall be allocated as follows:

- (a) Government shall allocate to the Little Salmon/Carmacks First Nation 75 percent of the Total Allowable Harvest or the estimated needs of the Little Salmon/Carmacks People established pursuant to 16.9.1.3(b) for the exercise of their rights under 16.4.0, whichever is less;

## Specific Provision Cont'd

- (b) the estimated needs of the Little Salmon/Carmacks People referred to in (a) shall be established in the following manner:
- (i) the Little Salmon/Carmacks First Nation shall provide its assessment of the estimated needs of the Little Salmon/Carmacks People to the Minister and the Council,
  - (ii) if the Minister disagrees with the Little Salmon/Carmacks First Nation's assessment of the estimated needs of the Little Salmon/Carmacks People, then the Minister and the Little Salmon/Carmacks First Nation shall attempt to agree on the estimated needs and, failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0,
  - (iii) in establishing the estimated needs, an arbitrator appointed to resolve the dispute shall consider:
    - (A) the matters set out in 16.9.6,
    - (B) the health and nutritional needs as well as the cultural and social well being of the Little Salmon/Carmacks People, and
    - (C) the changing harvest patterns of the Little Salmon/Carmacks People;
- (c) the Minister and the Little Salmon/Carmacks First Nation may agree to make exceptions to the allocation set out in 16.9.1.3(a) in particular circumstances, but only after obtaining a recommendation of the Council under 16.6.10.13(b);

- (d) the Council and the Board shall each send to the Little Salmon/Carmacks First Nation any recommendations which each makes pursuant to 16.6.10.1, 16.7.12.4 or 16.9.4 on the allocation of the remainder of a Total Allowable Harvest;
- (e) the Little Salmon/Carmacks First Nation may make representations to the Minister on the recommendations of the Board or the Council on the allocation of the Total Allowable Harvest not allocated to the Little Salmon/Carmacks First Nation;
- (f) whether or not the Little Salmon/Carmacks First Nation has made any representation under 16.9.1.3(e), the Minister and the Little Salmon/Carmacks First Nation shall attempt to reach an agreement on the allocation of the Total Allowable Harvest not allocated to the Little Salmon/Carmacks First Nation before the Minister makes a final decision;
- (g) nothing in 16.9.1.3(f) shall be construed to require the Minister to exceed the time periods set out in 16.8.4 to 16.8.6; and
- (h) failing agreement, the Minister shall make a decision in accordance with 16.8.0.

**Specific Provision**

- 16.9.5.1            Upon the request of the Little Salmon/Carmacks First Nation, the parties to this Agreement shall attempt to negotiate a Basic Needs Level for moose and woodland caribou, no less favourable to the Little Salmon/Carmacks First Nation than the allocation in 16.9.1.3 (a).
- 16.9.5.2            Failing an agreement on a Basic Needs Level, the harvest allocation for the Little Salmon/Carmacks People shall be the same as in 16.9.1.3 (a).
- 16.9.5.3            Unless the parties to this Agreement otherwise agree, they shall review the provisions of 16.9.1.3 and 16.9.5.1 no later than 10 years from the Effective Date of this Agreement to assess whether they continue to be consistent with the objectives of this chapter.

**Specific Provision**

- 16.9.11.1 Government shall Consult with the Little Salmon/Carmacks First Nation annually with a view to assessing whether the freshwater food fishing needs of Little Salmon/Carmacks People are being met and determining how best to meet them.
- 16.9.11.2 A management plan shall be prepared for Mandanna Lake, which lake is shown approximately on Territorial Resource Base Map 105E/13, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement, and the specific provisions in respect of that management plan are set out in Schedule C - Special Measures for Mandanna Lake, attached to this chapter.

**Specific Provision**

- 16.11.1.1 The participation of Government, Councils, the Board and the Little Salmon/Carmacks First Nation in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

**Specific Provision**

- 16.11.4.1 The overall allocation of traplines which have more than 50 percent of their area in that portion of the Traditional Territory of the Little Salmon/Carmacks First Nation which is not overlapped by another Yukon First Nation's Traditional Territory is 11 traplines held by Yukon Indian People and three traplines held by other Yukon residents.

**Specific Provision**

16.11.7.1      Category 1 Traplines in the Traditional Territory of the Little Salmon/Carmacks First Nation are identified in Schedule B - Category 1 Traplines, attached to this chapter.

**Specific Provision**

16.11.9.1      The following is the process required by 16.11.9:

- (a)      the Little Salmon/Carmacks First Nation shall provide Government and the Council with proof of the consent required by 16.11.8 and notice that it has designated the trapline to be a Category 1 Trapline.

SCHEDULE A

DETERMINATION OF BASIC NEEDS ALLOCATION FOR  
THE DRAINAGE BASIN OF THE YUKON RIVER

**1.0 Definitions**

In this schedule, the following definitions shall apply.

"Contractor" means the contractor appointed pursuant to 3.7.

"Minister" means the Minister of Fisheries and Oceans.

"Study" means the Yukon River Drainage Basin Salmon Harvest Study.

"Yukon First Nation" and "Yukon First Nations" have the same meaning as in Chapter 1 - Definitions, but do not include the Liard First Nation.

**2.0 General**

2.1 A basic needs allocation required by 16.10.4 shall be determined for each Yukon First Nation in accordance with 3.0 or 4.0.

2.2 Harvesting of Salmon pursuant to 16.4.2 by Yukon Indian People enrolled under the Yukon First Nation Final Agreement of a Yukon First Nation for which a basic needs allocation for Salmon has been established shall thereafter be limited to the basic needs allocation.

2.3 The provisions of 16.4.4.1 shall not apply to a Yukon First Nation until every Yukon First Nation's basic needs allocation has been established

**3.0 Yukon River Drainage Basin Salmon Harvest Study**

3.1 The Council for Yukon Indians and the Minister shall jointly cause the Study to be carried out.



- 3.2 The purpose of the Study is to determine for each Yukon First Nation, the arithmetic average of the actual annual harvest of all species of Salmon in the drainage basin of the Yukon River by persons eligible to be enrolled as Yukon Indian People under the Final Agreement of a Yukon First Nation.
- 3.3 Subject to 3.4, the actual annual harvest for the study shall be determined during a five year period.
- 3.4 If, during the Study, the exercise of the right under 16.4.2 to harvest Salmon for Subsistence is actually limited pursuant to 16.3.3, the Contractor will, at the request of the Salmon Subcommittee, eliminate from the Study the year in which the limitation occurs and the Study will be extended by one year, provided that the Study shall be completed in no more than eight years regardless of the number of years which are eliminated under this provision.
- 3.5 The Council for Yukon Indians and the Minister shall negotiate terms of reference for the Study within six months after the effective date of Settlement Legislation, failing which, either party may refer any outstanding matter to the dispute resolution process under 26.3.0.
- 3.6 The terms of reference for the Study shall include:
- 3.6.1 an initial one year period during which the Contractor is to assist the Yukon First Nations, Government and other interested parties to prepare for the Study so as to best ensure the accuracy of the Study;
  - 3.6.2 a requirement that the Contractor consider how to balance the change over time in the population of a Yukon First Nation with the factors listed in 16.10.3 in a better way than is reflected in 3.9.1;
  - 3.6.3 the other requirements of this schedule; and
  - 3.6.4 such other provisions as the parties may agree.
- 3.7 The Council for Yukon Indians and the Minister shall, within four months after completing the terms of reference, jointly appoint an independent contractor to carry out the Study, and, failing agreement, either party may refer the matter of the appointment to arbitration under 26.7.0.

- 3.8 An arbitrator acting pursuant to 3.7 shall appoint an independent contractor in accordance with the terms of reference and any bidding criteria the parties have agreed to.
- 3.9 The basic needs allocation for Salmon for a Yukon First Nation shall be determined in accordance with 3.9.1 or 3.9.2.
- 3.9.1 The basic needs allocation for Salmon for a Yukon First Nation shall be the greater of:
- 3.9.1.1 the arithmetic average of the actual annual harvest of Salmon for the years of the Study which are not eliminated pursuant to 3.4, plus 10 percent of that number; and
  - 3.9.1.2 the percentage of the Total Allowable Catch which is equal to the basic needs allocation determined under 3.9.1.1 divided by the Total Allowable Catch arithmetically averaged over the years of the Study which are not eliminated pursuant to 3.4.
- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.
- 3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

4.0 Negotiation of a Basic Needs Allocation

4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

SCHEDULE B

CATEGORY 1 TRAPLINES

This schedule will be amended as trappers give consent to have their traplines designated as Category 1 Traplines.

SCHEDULE C  
SPECIAL MEASURES FOR MANDANNA LAKE

1.0 Management Plan

1.1 A management plan shall be prepared for Mandanna Lake, which lake is shown approximately on Territorial Resource Base Map 105E/13, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement.

1.2 A steering committee shall be established to prepare the management plan referred to in 1.1.

1.2.1 The steering committee shall be comprised of four members, of whom two shall be nominated by the Little Salmon/Carmacks First Nation and two by Government.

1.3 The management plan shall be consistent with the following objectives:

1.3.1 the objectives of this chapter;

1.3.2 Conservation of the Freshwater Fish in Mandanna Lake;

1.3.3 respect for the traditional and current use of Mandanna Lake by Little Salmon/Carmacks People and the importance of that lake to the Little Salmon/Carmacks First Nation; and

1.3.4 the need to treat all users of Mandanna Lake fairly.

1.4 The management plan shall make provision for:

1.4.1 the Freshwater Fish needs of Little Salmon/Carmacks People receiving priority over any other uses of Mandanna Lake;

1.4.2 the maintenance of quality sport fishing opportunities at Mandanna Lake; and

1.4.3 the minimizing of any harvest which might arise from those sport fishing opportunities.

1.5 The preparation of the management plan shall include a process for public consultation.

## 2.0 Approval of the Management Plan

2.1 The steering committee shall make best efforts to recommend the management plan to the Minister within 18 months of the Effective Date of this Agreement.

2.1.1 If the members of the steering committee are unable to reach agreement on the provisions to be included in the management plan, they may refer the matter to dispute resolution pursuant to 26.3.0.

2.2 Within 60 days of receipt of the management plan, the Minister shall accept, vary or set aside the recommendations set out therein.

2.2.1 The Minister may extend the time provided for in 2.2 by 30 days.

2.3 The decision of the Minister under 2.2 shall be forwarded to the Council and to the Little Salmon/Carmacks First Nation.

2.4 The management plan shall be reviewed jointly by Government and the Council no later than five years after any initial approval and no later than every 10 years thereafter.

2.5 The Council may recommend amendments to the management plan to the Minister for approval.

2.6 The Minister shall Consult with the Council prior to making any amendments to the management plan.

## 3.0 Implementation

3.1 Mandanna Lake shall be managed in accordance with the approved management plan.

CHAPTER 16 - FISH AND WILDLIFE**Specific Provision**

- 16.4.2.1 In 16.4.2, "Traditional Territory" does not include the Primary Use Area to the extent necessary to give effect to 12.3.11 of the Gwich'in Transboundary Agreement.
- 16.4.2.2 The First Nation of Nacho Nyak Dun assigns to the Tetlit Gwich'in the right of the First Nation of Nacho Nyak Dun to consent to the harvest for Subsistence, in the Primary Use Area, by a Yukon Indian Person other than a Nacho Nyak Dun.

**Specific Provision**

- 16.6.1.1 The Renewable Resources Council for the Traditional Territory of the First Nation of Nacho Nyak Dun shall be named the Mayo District Renewable Resources Council.
- 16.6.1.2 The Mayo District Renewable Resources Council may meet in Fort McPherson when considering matters respecting the Primary Use Area.



**Specific Provision**

- 16.6.2.1 The Minister and First Nation of Nacho Nyak Dun may each nominate one additional member as an alternate member to the Council.
- 16.6.2.2 Subject to 16.6.2.3, an alternate member may participate in the work of the Council.
- 16.6.2.3 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.
- 16.6.2.4 When considering matters respecting the Primary Use Area, the three members who are nominees of the First Nation of Nacho Nyak Dun shall be replaced by three members who are nominees of the Tetlit Gwich'in.
- 16.6.2.5 The Tetlit Gwich'in shall consult with the First Nation of Nacho Nyak Dun prior to making its nominations to the Renewable Resources Council.

**Specific Provision**

- 16.6.4.1 All nominees to the Council shall have lived in the Traditional Territory of the First Nation of Nacho Nyak Dun for at least one year immediately prior to their appointment, and shall have long term familiarity with renewable resources in the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 16.6.4.2 Notwithstanding 16.6.4, a Council member may reside temporarily outside of the Traditional Territory of the First Nation of Nacho Nyak Dun if doing work or studies related to the functions of the Council.
- 16.6.4.3 16.6.4.1 does not apply to the nominees of the Tetlit Gwich'in.

**Specific Provision**

- 16.6.9.1 Without limiting 16.6.9, the Mayo District Renewable Resources Council may make recommendations to the Gwich'in Tribal Council in respect of any matters it considers dealing with the Primary Use Area.
- 16.6.9.2 Nothing in 16.6.0 shall be construed to prevent the Mayo District Renewable Resources Council from making recommendations to both the First Nation of Nacho Nyak Dun and the Gwich'in Tribal Council.

**Specific Provision**

- 16.6.10.13 (a) may make recommendations to the Minister on the forecast of anticipated harvests of moose and woodland caribou by Nacho Nyak Dun and other persons, and
- (b) may make recommendations to the Minister and the First Nation of Nacho Nyak Dun on exceptions to the allocation set out in 16.9.1.3 (a).

**Specific Provision**

16.9.1.3 In the event that a Total Allowable Harvest is established for moose or woodland caribou, for all or part of the Traditional Territory of the First Nation of Nacho Nyak Dun, which is outside of the Primary Use Area, the Total Allowable Harvest shall be allocated as follows:

- (a) Government shall allocate to the First Nation of Nacho Nyak Dun 75 percent of the Total Allowable Harvest or the estimated needs of the Nacho Nyak Dun established pursuant to 16.9.1.3 (b) for the exercise of their rights under 16.4.0, whichever is less;
- (b) the estimated needs of the Nacho Nyak Dun referred to in (a) shall be established in the following manner:
  - (i) The First Nation of Nacho Nyak Dun shall provide its assessment of the estimated needs of the Nacho Nyak Dun to the Minister and the Mayo District Renewable Resources Council,
  - (ii) if the Minister disagrees with the First Nation of Nacho Nyak Dun's assessment of its estimated needs, the Minister and the First Nation of Nacho Nyak Dun shall attempt to agree on the estimated needs and, failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0,

## Specific Provision Cont'd

- (iii) in establishing the estimated needs, an arbitrator appointed to resolve the dispute shall consider:
  - (A) the matters set out in 16.9.6,
  - (B) the health and nutritional needs as well as the cultural and social well being of the Nacho Nyak Dun, and
  - (C) the changing harvest patterns of the Nacho Nyak Dun;
- (c) the Minister and the First Nation of Nacho Nyak Dun may agree to make exceptions to the allocation set out in 16.9.1.3 (a) in particular circumstances, but only after obtaining a recommendation of the Renewable Resources Council under 16.6.10.13(b);
- (d) the Council and the Board shall each send to the First Nation of Nacho Nyak Dun any recommendations which each makes pursuant to 16.6.10.1, 16.6.10.13(b), 16.7.12.4 or 16.9.4 on the allocation of the remainder of a Total Allowable Harvest;
- (e) the First Nation of the Nacho Nyak Dun may make representations to the Minister on the recommendations of the Board or the Council on the allocation of the Total Allowable Harvest not allocated to Nacho Nyak Dun;
- (f) whether or not the First Nation of Nacho Nyak Dun has made any representation under 16.9.1.3 (e), the Minister and the First Nation of Nacho Nyak Dun shall attempt to reach an agreement on the allocation of the Total Allowable Harvest not allocated to the Nacho Nyak Dun before the Minister makes a final decision;
- (g) nothing in 16.9.1.3 (f) shall be construed to require the Minister to exceed the time periods set out in 16.8.4 to 16.8.6; and

**Specific Provision Cont'd**

- (h) failing agreement, the Minister shall make a decision in accordance with 16.8.0.
- 16.9.1.4 The First Nation of Nacho Nyak Dun may allocate to the Tetlit Gwich'in any part of the estimated needs of the Nacho Nyak Dun established pursuant to 16.9.1.3 (b) in that part of the Traditional Territory of the First Nation of Nacho Nyak Dun which is outside of the Primary Use Area and which is not subject to any overlap with the Traditional Territory of another Yukon First Nation.

**Specific Provision**

- 16.9.5.1 Upon the request of the First Nation of Nacho Nyak Dun, the parties to this Agreement shall attempt to negotiate, for that part of the Traditional Territory of the First Nation of Nacho Nyak Dun which is outside of the Primary Use Area, a Basic Needs Level and harvest allocation, for moose and woodland caribou, no less favourable to the First Nation of Nacho Nyak Dun than the allocation in 16.9.1.3 (a).
- 16.9.5.2 Failing an agreement, the harvest allocation for the Nacho Nyak Dun shall be the same as in 16.9.1.3 (a).

**Specific Provision Cont'd**

- 16.9.5.3 Unless the parties to this Agreement otherwise agree, they shall review the provisions of 16.9.1.3 and 16.9.5.1 no later than 10 years from the Effective Date of this Agreement to assess whether they continue to be consistent with the objectives of this chapter.
- 16.9.5.4 If there is a special harvesting opportunity established pursuant to 12.4 of the Gwich'in Transboundary Agreement in the Primary Use Area for the Tetlit Gwich'in, the Nacho Nyak Dun may harvest that species only within any part of the special harvesting opportunity allocated to them by the Tetlit Gwich'in.
- 16.9.5.5 The First Nation of Nacho Nyak Dun may allocate to the Tetlit Gwich'in any part of a Basic Needs Level established for a species pursuant to 16.9.5.1 in that part of the Traditional Territory of the First Nation of Nacho Nyak Dun which is outside of the Primary Use Area and which is not subject to any overlap with the Traditional Territory of another Yukon First Nation.

**Specific Provision**

- 16.11.1.1 The participation of Government, Councils, the Board and the First Nation of Nacho Nyak Dun in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

**Specific Provision**

- 16.11.3.5 For the purpose of 16.11.3, the Traditional Territory of the First Nation of Nacho Nyak Dun does not include the Primary Use Area.

**Specific Provision**

16.11.5.1 The process required by 16.11.5 is the process set out in 16.11.3.1 to 16.11.3.4.

**Specific Provision**

16.11.7.1 Category 1 Traplines in the First Nation of Nacho Nyak Dun Traditional Territory are identified in Schedule B - Category 1 Traplines, attached to this chapter.

**Specific Provision**

16.11.9.1 The following is the process required by 16.11.9:

- (a) the First Nation of Nacho Nyak Dun shall provide Government and the Renewable Resources Council with proof of the consent required by 16.11.8 and notice that it has designated the trapline to be a Category 1 Trapline.



SCHEDULE A

DETERMINATION OF BASIC NEEDS ALLOCATION FOR  
THE DRAINAGE BASIN OF THE YUKON RIVER

1.0 **Definitions**

In this schedule, the following definitions shall apply.

"Contractor" means the contractor appointed pursuant to 3.7.

"Minister" means the Minister of Fisheries and Oceans.

"Study" means the Yukon River Drainage Basin Salmon Harvest Study.

"Yukon First Nation" and "Yukon First Nations" have the same meaning as in Chapter 1 - Definitions, but do not include the Liard First Nation.

2.0 **General**

2.1 A basic needs allocation required by 16.10.4 shall be determined for each Yukon First Nation in accordance with 3.0 or 4.0.

2.2 Harvesting of Salmon pursuant to 16.4.2 by Yukon Indian People enrolled under the Yukon First Nation Final Agreement of a Yukon First Nation for which a basic needs allocation for Salmon has been established shall thereafter be limited to the basic needs allocation.

2.3 The provisions of 16.4.4.1 shall not apply to a Yukon First Nation until every Yukon First Nation's basic needs allocation has been established.

3.0 **Yukon River Drainage Basin Salmon Harvest Study**

3.1 The Council for Yukon Indians and the Minister shall jointly cause the Study to be carried out.

- 3.2 The purpose of the Study is to determine for each Yukon First Nation, the arithmetic average of the actual annual harvest of all species of Salmon in the drainage basin of the Yukon River by persons eligible to be enrolled as Yukon Indian People under the Final Agreement of a Yukon First Nation.
- 3.3 Subject to 3.4, the actual annual harvest for the study shall be determined during a five year period.
- 3.4 If, during the Study, the exercise of the right under 16.4.2 to harvest Salmon for Subsistence is actually limited pursuant to 16.3.3, the Contractor will, at the request of the Salmon Sub-Committee, eliminate from the Study the year in which the limitation occurs and the Study will be extended by one year, provided that the Study shall be completed in no more than eight years regardless of the number of years which are eliminated under this provision.
- 3.5 The Council for Yukon Indians and the Minister shall negotiate terms of reference for the Study within six months after the effective date of Settlement Legislation, failing which, either party may refer any outstanding matter to the dispute resolution process under 26.3.0.
- 3.6 The terms of reference for the Study shall include:
- 3.6.1 an initial one year period during which the Contractor is to assist the Yukon First Nations, Government and other interested parties to prepare for the Study so as to best ensure the accuracy of the Study;
  - 3.6.2 a requirement that the Contractor consider how to balance the change over time in the population of a Yukon First Nation with the factors listed in 16.10.3 in a better way than is reflected in 3.9.1;
  - 3.6.3 the other requirements of this schedule; and
  - 3.6.4 such other provisions as the parties may agree.

- 3.7 The Council for Yukon Indians and the Minister shall, within four months after completing the terms of reference, jointly appoint an independent contractor to carry out the Study, and, failing agreement, either party may refer the matter of the appointment to arbitration under 26.7.0.
- 3.8 An arbitrator acting pursuant to 3.7 shall appoint an independent contractor in accordance with the terms of reference and any bidding criteria the parties have agreed to.
- 3.9 The basic needs allocation for Salmon for a Yukon First Nation shall be determined in accordance with 3.9.1 or 3.9.2.
- 3.9.1 The basic needs allocation for Salmon for a Yukon First Nation shall be the greater of:
- 3.9.1.1 the arithmetic average of the actual annual harvest of Salmon for the years of the Study which are not eliminated pursuant to 3.4, plus 10 percent of that number; and
- 3.9.1.2 the percentage of the Total Allowable Catch which is equal to the basic needs allocation determined under 3.9.1.1 divided by the Total Allowable Catch arithmetically averaged over the years of the Study which are not eliminated pursuant to 3.4.
- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.

3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

4.0 **Negotiation of a Basic Needs Allocation**

4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

SCHEDULE BCATEGORY 1 TRAPLINES

- 1.0 List of Category 1 Traplines in the Traditional Territory of the First Nation of Nacho Nyak Dun
- 1.1 The following are Category 1 Traplines held by the First Nation of Nacho Nyak Dun:
- 1.1.1 9, 10, 1, 12, 40, 46, 47, 48, and 50.
- 1.2 The following are Category 1 Traplines held by individuals:
- |    |                    |
|----|--------------------|
| 45 | Bill Germaine      |
| 66 | Stewart Moses      |
| 39 | Tommy Moses        |
| 70 | Johnson Peter      |
| 71 | Simon Mervyn       |
| 72 | Jimmy Lucas        |
| 73 | Richard Moses      |
| 83 | Christine Hager    |
| 89 | Jimmy Hager        |
| 92 | David Moses        |
| 90 | Lawrence Patterson |
| 91 | Betty Lucas        |
| 96 | Walter Peter       |
| 98 | Michael Lucas      |
| 97 | Daniel Lucas       |

CHAPTER 16 - FISH AND WILDLIFE**Specific Provision**

- 16.6.1.1 The Renewable Resources Council for the Traditional Territory of the Selkirk First Nation shall be named the Selkirk Renewable Resources Council.

**Specific Provision**

- 16.6.2.1 The Selkirk First Nation and the Minister may each nominate one additional member as an alternate member to the Council.
- 16.6.2.2 Subject to 16.6.2.3, an alternate member may participate in the work of the Council.
- 16.6.2.3 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

**Specific Provision**

- 16.6.4.1 All nominees to the Council shall have resided in the Traditional Territory of the Selkirk First Nation for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory of the Selkirk First Nation.
- 16.6.4.2 For the purpose of 16.6.4.1, a temporary absence from the Traditional Territory of the Selkirk First Nation, including an absence for the purpose of study or training, does not constitute an interruption of residency.
- 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;



**Specific Provision Cont'd**

- (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.

**Specific Provision**

16.6.5.1 Subject to 16.6.5.2, appointments to the Council shall be for a three year term, except for the initial appointments. For the initial appointments, one nominee of the Selkirk First Nation and one nominee of the Minister shall be appointed for one year, one nominee of the Selkirk First Nation and one nominee of the Minister shall be appointed for two years, and one nominee of the Selkirk First Nation and one nominee of the Minister shall be appointed for three years.

16.6.5.2 All appointments of the alternate members shall be for a three year term.

**Specific Provision**

- 16.6.10.13 may make recommendations to the Minister on the forecast of anticipated harvest of moose and woodland caribou by Selkirk People and other persons;
- 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; and
- 16.6.10.15 may make recommendations to the Minister and the Selkirk First Nation on exceptions to the allocations set out in 16.9.1.3 or 16.9.1.4.

**Specific Provision**

- 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;

**Specific Provision Cont'd**

- (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.

**Specific Provision**

16.9.5.1 Special Harvesting opportunities for the Selkirk First Nation are set out in 16.9.1.3 of this Agreement.

**Specific Provision**

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:

## Specific Provision Cont'd

- (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.
- 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.

**Specific Provision**

16.11.1.1 The participation of Government, Councils, the Board and the Selkirk First Nation in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

**Specific Provision**

16.11.5.1 The process required by 16.11.5 is the process set out in 16.11.3.1 to 16.11.3.4.

**Specific Provision**

16.11.7.1 Category 1 Traplines in the Traditional Territory of the Selkirk First Nation are identified in Schedule C - Category 1 Traplines, attached to this chapter.

**Specific Provision**

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.



SCHEDULE A

DETERMINATION OF BASIC NEEDS ALLOCATION FOR  
THE DRAINAGE BASIN OF THE YUKON RIVER

**1.0 Definitions**

In this schedule, the following definitions shall apply.

"Contractor" means the contractor appointed pursuant to 3.7.

"Minister" means the Minister of Fisheries and Oceans.

"Study" means the Yukon River Drainage Basin Salmon Harvest Study.

"Yukon First Nation" and "Yukon First Nations" have the same meaning as in Chapter 1 - Definitions, but do not include the Liard First Nation.

**2.0 General**

2.1 A basic needs allocation required by 16.10.4 shall be determined for each Yukon First Nation in accordance with 3.0 or 4.0.

2.2 Harvesting of Salmon pursuant to 16.4.2 by Yukon Indian People enrolled under the Yukon First Nation Final Agreement of a Yukon First Nation for which a basic needs allocation for Salmon has been established shall thereafter be limited to the basic needs allocation.

2.3 The provisions of 16.4.4.1 shall not apply to a Yukon First Nation until every Yukon First Nation's basic needs allocation has been established.

**3.0 Yukon River Drainage Basin Salmon Harvest Study**

3.1 The Council for Yukon Indians and the Minister shall jointly cause the Study to be carried out.

- 3.2 The purpose of the Study is to determine for each Yukon First Nation, the arithmetic average of the actual annual harvest of all species of Salmon in the drainage basin of the Yukon River by persons eligible to be enrolled as Yukon Indian People under the Final Agreement of a Yukon First Nation.
- 3.3 Subject to 3.4, the actual annual harvest for the study shall be determined during a five year period.
- 3.4 If, during the Study, the exercise of the right under 16.4.2 to harvest Salmon for Subsistence is actually limited pursuant to 16.3.3, the Contractor will, at the request of the Salmon Sub-Committee, eliminate from the Study the year in which the limitation occurs and the Study will be extended by one year, provided that the Study shall be completed in no more than eight years regardless of the number of years which are eliminated under this provision.
- 3.5 The Council for Yukon Indians and the Minister shall negotiate terms of reference for the Study within six months after the effective date of Settlement Legislation, failing which, either party may refer any outstanding matter to the dispute resolution process under 26.3.0.
- 3.6 The terms of reference for the Study shall include:
- 3.6.1 an initial one year period during which the Contractor is to assist the Yukon First Nations, Government and other interested parties to prepare for the Study so as to best ensure the accuracy of the Study;
  - 3.6.2 a requirement that the Contractor consider how to balance the change over time in the population of a Yukon First Nation with the factors listed in 16.10.3 in a better way than is reflected in 3.9.1;
  - 3.6.3 the other requirements of this schedule; and
  - 3.6.4 such other provisions as the parties may agree.

- 3.7 The Council for Yukon Indians and the Minister shall, within four months after completing the terms of reference, jointly appoint an independent contractor to carry out the Study, and, failing agreement, either party may refer the matter of the appointment to arbitration under 26.7.0.
- 3.8 An arbitrator acting pursuant to 3.7 shall appoint an independent contractor in accordance with the terms of reference and any bidding criteria the parties have agreed to.
- 3.9 The basic needs allocation for Salmon for a Yukon First Nation shall be determined in accordance with 3.9.1 or 3.9.2.
- 3.9.1 The basic needs allocation for Salmon for a Yukon First Nation shall be the greater of:
- 3.9.1.1 the arithmetic average of the actual annual harvest of Salmon for the years of the Study which are not eliminated pursuant to 3.4, plus 10 percent of that number; and
  - 3.9.1.2 the percentage of the Total Allowable Catch which is equal to the basic needs allocation determined under 3.9.1.1 divided by the Total Allowable Catch arithmetically averaged over the years of the Study which are not eliminated pursuant to 3.4.
- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.

3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

**4.0 Negotiation of a Basic Needs Allocation**

4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

SCHEDULE BALLOCATION 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.

## 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%

Column 1 continued	Column 2 continued
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%
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%

SCHEDULE CCATEGORY 1 TRAPLINES

1.0 List of Category 1 Traplines in the Traditional Territory of the Selkirk First Nation

1.1 The following are Category 1 Traplines:

101	David Johnnie
122	Danny Roberts
131	Teddy Charlie
135	Eddie Tom Tom
140	Stanley Jonathan
141	Johnny Simon
146	George McGinty
159	Alex Joe
160	Steven Silverfox
161	Sam Silverfox
162	David Tom Tom

1.2 This schedule will be amended as trappers give consent to have their traplines designated as Category 1 Traplines.



CHAPTER 16 - FISH AND WILDLIFE**Specific Provision**

- 16.6.2.1 The Ta'an Kwach'an Council and the Minister may each nominate one additional member as an alternate member to the Council.
- 16.6.2.2 Subject to 16.6.2.3 an alternate member may participate in the work of the Council.
- 16.6.2.3 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

(Name and composition of Council to be discussed further by the Parties)

**Specific Provision**

- 16.6.4.1 For the purposes of 16.6.4, a resident is a person who has long term familiarity with the Ta'an Kwach'an Council Traditional Territory and its renewable resources and who lives in the Ta'an Kwach'an Council Traditional Territory.

16.6.5

**Specific Provision**

to be discussed in connection with 16.6.2

**Specific Provision**

16.9.1.3 In the event that a Total Allowable Harvest is established for moose or woodland caribou in accordance with this Agreement, for all or part of the Traditional Territory of the Ta'an Kwach'an Council, Government shall allocate to the Ta'an Kwach'an Council either:

- (a) 75% of the Total Allowable Harvest for that species; or
- (b) the number of moose or woodland caribou required to satisfy the Subsistence needs of the Ta'an Kwach'an,

whichever is less.

**Specific Provision Cont'd**

16.9.1.4 The Subsistence needs of the Ta'an Kwach'an referred to in 16.9.1.3(b) shall be established in the following manner:

- (a) The Ta'an Kwach'an Council shall provide its assessment of the Subsistence needs of the Ta'an Kwach'an to the Minister and the [Ta'an Kwach'an] Renewable Resources Council; and
- (b) if the Minister disagrees with the Ta'an Kwach'an Council's assessment of the Subsistence needs of the Ta'an Kwach'an, the Minister and the Ta'an Kwach'an Council shall attempt to agree on the Subsistence needs of the Ta'an Kwach'an, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0.

16.9.1.5 still under discussion.

**Specific Provision**

16.9.5.1 Special Harvesting opportunities for the Ta'an Kwach'an Council are set out in 16.9.1.3 of this Agreement.

**Specific Provision**

16.11.1.1 The participation of Government, Councils, the Board and the Ta'an Kwach'an Council in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

**Specific Provision**

16.11.7.1 Category 1 Traplines in the Ta'an Kwach'an Council Traditional Territory are identified in Schedule B - Category 1 Traplines, attached to this chapter.

**Specific Provision**

16.11.9.1 The following is the process required by 16.11.9:

- (a) subject to 16.11.6, the Ta'an Kwach'an Council shall provide Government and the [Ta'an Kwach'an] Renewable Resources Council with proof that the registered holder of a trapline has consented in writing to that trapline being designated a Category 1 Trapline in accordance with 16.11.8 and upon receipt by Government and the [Ta'an Kwach'an] Renewable Resources Council of such proof, that trapline shall be designated a Category 1 Trapline.

(Name of Council to be discussed further by Parties.)

CHAPTER 16 - FISH AND WILDLIFE**Specific Provision**

- 16.6.2.1 The Teslin Renewable Resources Council shall be comprised of 10 members consisting of one nominee from each of the five clans of the Teslin Tlingit Council and five nominees of the Minister.

**Specific Provision**

- 16.6.4.1 For the purposes of 16.6.4, a resident is a person who has long term familiarity with the Teslin Tlingit Council Traditional Territory and its renewable resources and who lives in the Teslin Tlingit Council Traditional Territory.

**Specific Provision**

- 16.6.10.13 shall seek the consent of the Teslin Tlingit Council before recommending the approval of proposed game farming or game ranching activities in the Teslin Tlingit Council Traditional Territory, where, in the Council's opinion, the proposed game farming or game ranching would have an adverse effect on the Harvesting rights of Teslin Tlingit under this Agreement.

**Specific Provision**

- 16.9.1.3 In the event that a Total Allowable Harvest for moose in the Teslin Tlingit Council Traditional Territory is established in accordance with this Agreement, the allocation to the Teslin Tlingit Council shall be the first 10 moose in the Total Allowable Harvest, 90 percent of the next 10 moose in the Total Allowable Harvest, 80 percent of the next 40 moose in the Total Allowable Harvest, and, thereafter, 75 percent of the Total Allowable Harvest until the Teslin Tlingit Council has been allocated the number of moose required to satisfy the Subsistence needs of Teslin Tlingit.

**Specific Provision**

- 16.9.5.1 Special Harvesting opportunities for the Teslin Tlingit Council are set out in 16.9.1.3 and 16.9.10.1 of this Agreement.

**Specific Provision**

16.9.10.1 The special Harvesting rights for Teslin Tlingit for Freshwater Fish for food are as follows:

(a) Government shall take into account the special importance to the Teslin Tlingit Council of,

- (i) Teslin Lake,
- (ii) Squanga Lake,
- (iii) Morley Lake,
- (iv) Pine Lake,
- (v) Wolf Lake,
- (vi) Hermit Lake, and
- (vii) Daughney Lake

in the allocation of Freshwater Fish between Teslin Tlingit and other users; and

(b) Government shall ensure that the food Freshwater Fish needs of Teslin Tlingit receive primary consideration in the allocation of Freshwater Fish resources.

**Specific Provision**

16.11.1.1 The participation of Government, Councils, the Board and the Teslin Tlingit Council in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

**Specific Provision**

16.11.4.1 The overall allocation of traplines which have more than 50 percent of their area in that portion of the Teslin Tlingit Council Traditional Territory which is not overlapped by another Yukon First Nation's Traditional Territory is 28 traplines held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements and four traplines held by other Yukon residents.

**Specific Provision**

- 16.11.7.1 Category 1 Traplines in the Teslin Tlingit Council Traditional Territory are identified in Schedule B - Category 1 Traplines, attached to this chapter.

**Specific Provision**

- 16.11.9.1 The following is the process required by 16.11.9:
- (a) subject to 16.11.6, the Teslin Tlingit Council shall provide Government and the Teslin Renewable Resources Council with proof that the registered holder of a trapline has consented in writing to that trapline being designated a Category 1 Trapline in accordance with 16.11.8 and upon receipt by Government and the Teslin Renewable Resources Council of such proof, that trapline shall be designated a Category 1 Trapline.



SCHEDULE ADETERMINATION OF BASIC NEEDS ALLOCATION FOR  
THE DRAINAGE BASIN OF THE YUKON RIVER1.0 **Definitions**

In this schedule, the following definitions shall apply.

"Contractor" means the contractor appointed pursuant to 3.7.

"Minister" means the Minister of Fisheries and Oceans.

"Study" means the Yukon River Drainage Basin Salmon Harvest Study.

"Yukon First Nation" and "Yukon First Nations" have the same meaning as in Chapter 1 - Definitions, but do not include the Liard First Nation.

2.0 **General**

2.1 A basic needs allocation required by 16.10.4 shall be determined for each Yukon First Nation in accordance with 3.0 or 4.0.

2.2 Harvesting of Salmon pursuant to 16.4.2 by Yukon Indian People enrolled under the Yukon First Nation Final Agreement of a Yukon First Nation for which a basic needs allocation for Salmon has been established shall thereafter be limited to the basic needs allocation.

2.3 The provisions of 16.4.4.1 shall not apply to a Yukon First Nation until every Yukon First Nation's basic needs allocation has been established.

3.0 **Yukon River Drainage Basin Salmon Harvest Study**

3.1 The Council for Yukon Indians and the Minister shall jointly cause the Study to be carried out.

3.2 The purpose of the Study is to determine for each Yukon First Nation, the arithmetic average of the actual annual harvest of all species of Salmon in the drainage basin of the Yukon River by persons eligible to be enrolled as Yukon Indian People under the Final Agreement of a Yukon First Nation.

- 3.3 Subject to 3.4, the actual annual harvest for the study shall be determined during a five year period.
- 3.4 If, during the Study, the exercise of the right under 16.4.2 to harvest Salmon for Subsistence is actually limited pursuant to 16.3.3, the Contractor will, at the request of the Salmon Sub-Committee, eliminate from the Study the year in which the limitation occurs and the Study will be extended by one year, provided that the Study shall be completed in no more than eight years regardless of the number of years which are eliminated under this provision.
- 3.5 The Council for Yukon Indians and the Minister shall negotiate terms of reference for the Study within six months after the effective date of Settlement Legislation, failing which, either party may refer any outstanding matter to the dispute resolution process under 26.3.0.
- 3.6 The terms of reference for the Study shall include:
- 3.6.1 an initial one year period during which the Contractor is to assist the Yukon First Nations, Government and other interested parties to prepare for the Study so as to best ensure the accuracy of the Study;
  - 3.6.2 a requirement that the Contractor consider how to balance the change over time in the population of a Yukon First Nation with the factors listed in 16.10.3 in a better way than is reflected in 3.9.1;
  - 3.6.3 the other requirements of this schedule; and
  - 3.6.4 such other provisions as the parties may agree.
- 3.7 The Council for Yukon Indians and the Minister shall, within four months after completing the terms of reference, jointly appoint an independent contractor to carry out the Study, and, failing agreement, either party may refer the matter of the appointment to arbitration under 26.7.0.
- 3.8 An arbitrator acting pursuant to 3.7 shall appoint an independent contractor in accordance with the terms of reference and any bidding criteria the parties have agreed to.

3.9 The basic needs allocation for Salmon for a Yukon First Nation shall be determined in accordance with 3.9.1 or 3.9.2.

3.9.1 The basic needs allocation for Salmon for a Yukon First Nation shall be the greater of:

3.9.1.1 the arithmetic average of the actual annual harvest of Salmon for the years of the Study which are not eliminated pursuant to 3.4, plus 10 percent of that number; and

3.9.1.2 the percentage of the Total Allowable Catch which is equal to the basic needs allocation determined under 3.9.1.1 divided by the Total Allowable Catch arithmetically averaged over the years of the Study which are not eliminated pursuant to 3.4.

3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.

3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.

3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

#### 4.0 **Negotiation of a Basic Needs Allocation**

4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

SCHEDULE BCATEGORY 1 TRAPLINES

- 1.0 Category 1 Traplines in the Teslin Tlingit Council Traditional Territory
- 1.1 Trapline concession # 333 (the Elders Trapline), held by the Teslin Tlingit Council in the Teslin Tlingit Council Traditional Territory, is a Category 1 Trapline.
- 1.2 The following trapline concessions, held by individuals in the Teslin Tlingit Council Traditional Territory, are Category 1 Traplines:

Trapline Concession Holder	Concession #
Pete Sidney	244
D. Bahm/M. Van Heel	314
Andrew Smarch	315
Jane Goodvin	316
Graffie Jules	322
Darcy Dewhurst	328
Doug Smarch	329
Ken Geddes	331
Wilbur Smarch	332
Florence Smarch	334
Harry Morris	335
Cheryl Jackson	342

16 - FISH AND WILDLIFE**Specific Provision**

16.3.2.1 A working group in respect of the Forty Mile Caribou Herd shall be established and the specific provisions in respect thereof are set out in Schedule B - Forty Mile Caribou Herd Working Group, attached to this chapter.

**Specific Provision**

16.6.1.1 The Renewable Resources Council for the Traditional Territory of the Tr'ondëk Hwëch'in shall be named the Dawson District Renewable Resources Council.

**Specific Provision**

16.6.2.1 The Minister and the Tr'ondëk Hwëch'in may each nominate one additional member as an alternate member to the Council.

16.6.2.2 Subject to 16.6.2.3, an alternate member may participate in the work of the Council.

16.6.2.3 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

**Specific Provision**

16.6.4.1 All nominees to the Council shall have resided in the Traditional Territory of the Tr'ondëk Hwëch'in for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory of the Tr'ondëk Hwëch'in.

16.6.4.2 For the purpose of 16.6.4.1, a temporary absence

from the Traditional Territory of the Tr'ondëk Hwëch'in, including an absence for the purpose of study or training, does not constitute an interruption of residency.

- 16.6.4.3 Prior to any appointments being made to the Council, the Minister and the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in shall consider:
- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Tr'ondëk Hwëch'in;
  - (b) any prospective nominee's familiarity with renewable resource issues and, in particular, with the harvesting of renewable resources;
  - (c) any information available as to a prospective nominee's intention to remain resident in the Traditional Territory of the Tr'ondëk Hwëch'in;
  - (d) the compatibility of proposed nominees; and
  - (e) any other matters to which the Minister and the Tr'ondëk Hwëch'in agree.
- 16.6.4.5 If, after having made the reasonable attempts required by 16.6.4.3, the Minister and the Tr'ondëk Hwëch'in 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.



**Specific Provision**

16.6.5.1 Subject to 16.6.5.2, the appointments to the Council shall be for a three year term, except for the initial appointments. For the initial appointments, one Tr'ondëk Hwëch'in nominee and one Minister's nominee shall be appointed for one year, one Tr'ondëk Hwëch'in nominee and one Minister's nominee shall be appointed for two years, and one Tr'ondëk Hwëch'in nominee and one Minister's nominee shall be appointed for three years.

16.6.5.2 All appointments of alternate members shall be for a three year term.

**Specific Provision**

16.6.10.13 shall seek the consent of the Tr'ondëk Hwëch'in before recommending the approval of any proposed:

- (a) game farming;
- (b) game ranching;
- (c) fur farming;
- (d) fur ranching; or
- (e) fish farming

activities in the Traditional Territory of the Tr'ondëk Hwëch'in;

16.6.10.14 may provide the Minister and the Tr'ondëk Hwëch'in with a forecast of anticipated harvests of moose, caribou, and dall sheep;

16.6.10.15 may make recommendations to the Minister and the Tr'ondëk Hwëch'in on exceptions to the allocations set out in 16.9.1.3.



**Specific Provision**

16.9.1.3 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Tr'ondëk Hwëch'in, Government shall allocate to the Tr'ondëk Hwëch'in either:

- (a) a portion of the Total Allowable Harvest determined in accordance with Schedule C - Allocation of Total Allowable Harvest for moose, attached to this chapter; or
- (b) the number of moose required to satisfy the Subsistence needs of Tr'ondëk Huch'in,

whichever is less.

16.9.1.4 If a Total Allowable Harvest is established for woodland caribou or barren ground caribou from the Forty Mile Caribou Herd for all or part of the Traditional Territory of the Tr'ondëk Hwëch'in, Government shall allocate to the Tr'ondëk Hwëch'in either:

- (a) 75% of the Total Allowable Harvest; or
- (b) the number of woodland caribou or barren ground caribou from the Forty Mile Caribou Herd required to satisfy the Subsistence needs of Tr'ondëk Huch'in,

whichever is less.

16.9.1.5 If Government proposes, after Consultation with the Tr'ondëk Hwëch'in and the Council, to allocate a portion of a Total Allowable Harvest for moose or woodland caribou, or for barren ground caribou from the Forty Mile Caribou Herd, in accordance with 16.9.1.3(b) or 16.9.1.4(b), the following shall apply:

- (a) the Tr'ondëk Hwëch'in shall provide to Government and the Council its assessment of the number of moose or woodland caribou, or barren ground caribou from the Forty Mile Caribou Herd, required to satisfy the Subsistence needs of Tr'ondëk Huch'in;
- (b) if Government disagrees with the Tr'ondëk Hwëch'in's assessment pursuant to (a), Government and the Tr'ondëk Hwëch'in shall attempt to agree upon the number of moose or woodland caribou, or barren ground caribou from the Forty Mile Caribou Herd, required to satisfy the Subsistence needs of Tr'ondëk Huch'in, failing which either Government or the Tr'ondëk Hwëch'in 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 Tr'ondëk Huch'in for the purposes of 16.9.1.5:
  - (i) the health and nutritional needs of Tr'ondëk Huch'in;
  - (ii) recent and current harvests of the species by Tr'ondëk Huch'in;
  - (iii) the Harvest patterns of Tr'ondëk Huch'in and changes to those patterns;
  - (iv) current personal consumption estimates of the species by Tr'ondëk Huch'in; and
  - (v) such other factors as agreed upon by Government and the Tr'ondëk Hwëch'in.

16.9.1.6 For greater certainty, if a Total Allowable Harvest is established in all or part of the Traditional Territory of the Tr'ondëk Hwëch'in for any species of Fish and Wildlife other than moose or woodland caribou, or barren ground caribou from the Forty Mile Caribou Herd, it shall be allocated in accordance with 16.9.1.1.

**Specific Provision**

16.9.5.1 Trondëk Huch'in shall have priority in Harvesting of Fish and Wildlife in accordance with this Agreement.

**Specific Provision**

16.11.1.1 The participation of Government, Councils, the Board and the Tr'ondëk Hwëch'in in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

**Specific Provision**

16.11.5.1 The process required by 16.11.5 is set out in Schedule D - Process to Acquire Additional Traplines, attached to this chapter.

**Specific Provision**

16.11.7.1 Category 1 Traplines in the Traditional Territory of the Tr'ondëk Hwëch'in are identified in Schedule E - Category 1 Traplines, attached to this chapter.

**Specific Provision**

16.11.9.1 The process required by 16.11.9 is as follows:

- (a) all traplines acquired by the Tr'ondëk Hwëch'in pursuant to 16.11.5.1 may be designated Category 1 traplines;
- (b) the Tr'ondëk Hwëch'in shall provide Government and the Council with proof of the consent required by 16.11.8 and notice that it has designated the trapline to be a Category 1 trapline.

SCHEDULE BFORTY MILE CARIBOU HERD WORKING GROUP**1.0 Establishment**

1.1 A Working Group shall be established as soon as practicable after the Effective Date of this Agreement to make recommendations to the Minister and to the Tr'ondëk Hwëch'in in relation to the utilization and implementation of habitat protection measures that may contribute to efforts to promote the growth of the Forty Mile Caribou Herd.

**2.0 Composition of and Nomination to the Working Group**

2.1 There shall be six members of the Working Group of whom three shall be nominated by Government and three by the Tr'ondëk Hwëch'in.

2.1.1 Prior to any appointments being made to the Working Group, the Minister and the Tr'ondëk Hwëch'in shall make reasonable attempts to reach consensus as to the individuals which each nominates to the Working Group.

2.1.2 In attempting to reach consensus under 2.1.1, the Minister and the Tr'ondëk Hwëch'in shall consider:

- (a) any prospective nominee's familiarity with renewable resources issues and, in particular, with the Forty Mile Caribou Herd;
- (b) any prospective nominee's familiarity with and sensitivity to Tr'ondëk Hwëch'in culture and to the aspirations of the Tr'ondëk Hwëch'in relating to the Forty Mile Caribou Herd;
- (c) the compatibility of proposed nominees; and
- (d) any other matter to which the Minister and the Tr'ondëk Hwëch'in agree.

- 2.1.3 If, after having made the reasonable attempts required by 2.1.1, the Minister and the Tr'ondëk Hwëch'in are unable to reach consensus, either may give written notice to the other setting out the names of the individuals whom it intends to nominate to the Working Group and 14 days thereafter may so nominate those individuals.

### 3.0 Recommendations

- 3.1 Prior to making the recommendations referred to in 1.1, the Working Group shall review:

- 3.1.1 the present state of caribou habitat, based on existing information, in respect of that area of the Traditional Territory of the Tr'ondëk Hwëch'in over which the Forty Mile Caribou Herd ranges (the "Area");
- 3.1.2 how relevant legislation could be used to address habitat protection in the Area including 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;
- 3.1.3 how the Development Assessment Process, land use planning process, existing wildlife management plans, existing programs in respect of habitat protection, and such other programs and plans that may be relevant, could be used to address habitat protection in the Area;
- 3.1.4 any previous work done or studies made regarding maintenance of habitat protection in the Area;
- 3.1.5 the traditional knowledge of the Tr'ondëk Hwëch'in in relation to the Forty Mile Caribou Herd and its habitat; and
- 3.1.6 such other matters as the Working Group considers relevant to its mandate under 1.1.

- 3.2 Prior to making recommendations referred to in 1.1, the Working Group shall provide the Dawson District Renewable Resources Council and the Yukon Fish and Wildlife Management Board with an opportunity to review its recommendations.
- 3.3 The Working Group shall make best efforts to make its recommendations to the Minister and the Tr'ondëk Hwëch'in within one year of the date upon which it was established.



SCHEDULE CALLOCATION 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 Tr'ondëk Hwëch'in which are not required for Conservation.

**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 Tr'ondëk Hwëch'in that portion of the Total Allowable Harvest established for moose for all or part of the Traditional Territory of the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in and the Council and shall consider scientific research and the special knowledge and experience of Tr'ondëk Huch'in.

Column 1	Column 2
Available Harvest in the Traditional Territory	Portion of Total Allowable Harvest
50 or more	75%
30 to and including 49	85%
15 to and including 29	90%
1 to and including 14	100%

SCHEDULE DPROCESS TO ACQUIRE ADDITIONAL TRAPLINES**1.0 First Right to Purchase Trapline Improvements**

- 1.1 The holder of a Category 2 Trapline, upon receipt of a bona fide offer to purchase the improvements upon that trapline, which offer the holder of the trapline is ready and willing to accept, shall communicate, in writing, the terms of that offer to the Tr'ondëk Hwëch'in which shall have the first right to purchase those improvements at the price and upon the terms set out in that offer.
- 1.2 At the request of the Tr'ondëk Hwëch'in, the holder of the Category 2 Trapline shall provide the Tr'ondëk Hwëch'in with documentary evidence of the bona fide nature of the offer to purchase referred to in 1.1.
- 1.3 At the request of the Tr'ondëk Hwëch'in, Government shall provide to the Tr'ondëk Hwëch'in all available information relating to a Category 2 Trapline for which there is an offer to purchase as described in 1.1.
- 1.4 The Tr'ondëk Hwëch'in may exercise the first right to purchase set out in 1.1 at any time during the 30 days following the day on which it receives notice of the offer or the day upon which it is provided with the documentary evidence referred to in 1.2 or the information referred to in 1.3, whichever is later.
- 1.5 The Tr'ondëk Hwëch'in exercises the first right to purchase set out in 1.1 by notifying the holder of the Category 2 Trapline, in writing, of its intention to exercise that right and to complete the purchase of the improvements upon the trapline within the 60 days following the date upon which it gives notification.
- 1.6 For greater certainty, the issuance of concessions and licenses for Category 2 Traplines shall continue to be in accordance with the Laws of General Application.

**2.0 First Right to Acquire a Trapline from Government**

- 2.1 The Tr'ondëk Hwëch'in shall, in accordance with 2.2 to 2.6 of this schedule, have the first right to acquire trapping concessions which become available in the Traditional Territory of the Tr'ondëk Hwëch'in after the Effective Date of this Agreement.
- 2.2 Upon a trapping concession becoming available, Government shall give notice in writing to the Tr'ondëk Hwëch'in of that fact and of the terms and conditions upon which that concession might be acquired.
- 2.3 The Tr'ondëk Hwëch'in may exercise the first right to acquire referred to in 2.1, at any time during the 60 days following the date upon which it received the notice referred to in 2.2, by advising Government in writing of its intention to exercise that right and the name of the qualified and consenting Tr'ondëk Huch'in to whom the trapping concession is to be granted.
- 2.4 Within 30 days of receipt of the notice from the Tr'ondëk Hwëch'in referred to in 2.3, Government shall grant the trapping concession to the Tr'ondëk Huch'in identified by the Tr'ondëk Hwëch'in.
- 2.5 If the Tr'ondëk Hwëch'in, within the 60 days following its receipt of the notice referred to in 2.2, fails to advise Government that it wishes to exercise the first right to acquire referred to in 2.1, it shall be deemed to have given notice that it will not be exercising that right and after that Government may grant the trapping concession to others.
- 2.6 For the purposes of 2.0, a trapping concession becomes available only in the following circumstances:
- 2.6.1 Government decides to grant a concession in respect of an area, the greatest part of which has never been the subject of any trapping concession;
- 2.6.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;

- 2.6.2.1 for greater certainty, the realignment of the existing boundaries of two or more adjacent trapping areas does not result in a new concession becoming available for the purposes of 2.0;
- 2.6.3 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
- 2.6.4 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 and protection of the public interest.
- 2.7 Any trapping concession granted by Government pursuant to 2.0 shall be designated as a Category 2 Trapline unless the Tr'ondëk Huch'in to whom that concession is granted consents to its designation as a Category 1 Trapline in accordance with 16.11.8 and the provisions of 16.11.9 are complied with.
- 3.0 General**
- 3.1 The processes described in 1.0 and 2.0 shall cease to be of any force or effect when the overall percentage of traplines in the Traditional Territory of the Tr'ondëk Hwëch'in held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements reaches 70 percent.

SCHEDULE E

CATEGORY 1 TRAPLINES

1.0 List of Category 1 Traplines in the Traditional Territory of the Tr'ondëk Hwëch'in

1.1 The following are Category 1 Traplines:

[Tr'ondëk Hwëch'in to provide list]

CHAPTER 16 - FISH AND WILDLIFE**Specific Provision**

- 16.6.2.1 The Vuntut Gwitchin First Nation and the Minister may each nominate an additional member as an alternate member to the Council.
- 16.6.2.2 Subject to 16.6.2.3, an alternate member may participate in the work of the Council.
- 16.6.2.3 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

**Specific Provision**

- 16.6.4.1 For the purposes of 16.6.4, a resident is a person who has long term familiarity with the Vuntut Gwitchin First Nation Traditional Territory and its renewable resources and who lives in the Vuntut Gwitchin First Nation Traditional Territory.

**Specific Provision**

- 16.6.10.13 shall seek the consent of the Vuntut Gwitchin First Nation before recommending the approval of proposed game farming or game ranching activities in the Vuntut Gwitchin First Nation Traditional Territory, where in the Council's opinion the proposed game farming or game ranching would have an adverse effect on the Harvesting rights of the Vuntut Gwitchin under this Agreement.

**Specific Provision**

16.9.1.3 If Government establishes in accordance with this Agreement a Total Allowable Harvest for moose in the Vuntut Gwitchin First Nation Traditional Territory, Government shall allocate to the Vuntut Gwitchin either:

- (a) the first 40 moose in the Total Allowable Harvest and thereafter 80 percent of the remaining Total Allowable Harvest; or
- (b) the number of moose required to satisfy the Subsistence needs of the Vuntut Gwitchin,

whichever is less.



**Specific Provision (Cont'd)**

- 16.9.1.4 Where an allowable harvest for moose is established in the Park, the number of moose specified in the notice given by the Vuntut Gwitchin First Nation pursuant to 4.11.2 of Schedule A - Vuntut National Park, attached to Chapter 10 - Special Management Areas, shall, for the purposes of 16.9.1.3, be included in the Total Allowable Harvest for moose in the Vuntut Gwitchin First Nation Traditional Territory.
- 16.9.1.5 Where, in accordance with this chapter, a Basic Needs Level or harvest allocation is established for a species of Wildlife other than moose, and where an allowable harvest for that species is established in the Park, the number of animals of that species specified in the notice given by the Vuntut Gwitchin pursuant to 4.11.2 of Schedule A - Vuntut National Park, attached to Chapter 10 - Special Management Areas, shall be included in the Total Allowable Harvest for that species in the Vuntut Gwitchin First Nation Traditional Territory, and that Total Allowable Harvest shall be allocated in accordance with the provisions of that Basic Needs Level or harvest allocation.
- 16.9.1.6 For the purposes of 16.9.1.4 and 16.9.1.5, "Park" has the same meaning as in Schedule A - Vuntut National Park, attached to Chapter 10 - Special Management Areas.
- 16.9.1.7 The Vuntut Gwitchin First Nation may allocate to the Tetlit Gwitchin any part of the Total Allowable Harvest allocated to the Vuntut Gwitchin First Nation pursuant to 16.9.1.3 in the Secondary Use Area.
- 16.9.1.8 If there is a special harvesting opportunity established pursuant to 12.4 of the Gwitchin Transboundary Agreement in the Primary Use Area for the Tetlit Gwitchin, the Vuntut Gwitchin may only harvest that species within any part of the special harvesting opportunity allocated to them by the Tetlit Gwitchin.

**Specific Provision**

16.9.5.1 Special Harvesting opportunities for the Vuntut Gwitchin First Nation are set out in 16.9.1.3 to 16.9.1.8 inclusive.

**Specific Provision**

16.10.7.1 The Vuntut Gwitchin First Nation shall have the exclusive basic needs allocation of Salmon in the drainage basin of the Porcupine River.

16.10.7.2 Subject to 16.10.7.4, for the drainage basin of the Porcupine River, Government shall allocate the first 750 chinook Salmon, the first 900 coho Salmon and the first 6,000 chum Salmon to the Vuntut Gwitchin First Nation.

16.10.7.3 If a total allowable catch is established for either chinook Salmon, coho Salmon or chum Salmon for the drainage basin of the Porcupine River, Government and the Vuntut Gwitchin First Nation shall make best efforts to negotiate a percentage allocation of the total allowable catch for either chinook Salmon, coho Salmon or chum Salmon in accordance with 16.10.3, which percentage will apply to any total allowable catch established thereafter.

16.10.7.4 Government shall allocate chinook Salmon, coho Salmon and chum Salmon to the Vuntut Gwitchin First Nation pursuant to 16.10.7.2 or 16.10.7.3, whichever is the greater.

## Specific Provision

- 16.10.19.1 Any commercial Salmon fishing licences and any commercial Salmon sport fishing licences issued by Government for the Porcupine River drainage basin during a period of 15 years following the Effective Date of this Agreement will be issued to the Vuntut Gwitchin First Nation.
- 16.10.19.2 At the expiry of the period described in 16.10.19.1, if no commercial Salmon fishing licences have been allocated to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated the first two commercial Salmon fishing licences for the Porcupine River drainage basin, and the right to be allocated 50 percent of the number of any new commercial Salmon fishing licences allocated by Government thereafter.
- 16.10.19.3 If at the expiry of the period described in 16.10.19.1, Government has allocated one commercial Salmon fishing licence to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated the next new commercial Salmon fishing licence allocated by Government and the right to be allocated 50 percent of the number of any new commercial Salmon fishing licences allocated by Government thereafter.
- 16.10.19.4 If at the expiry of the period described in 16.10.19.1, Government has allocated two or more commercial Salmon fishing licences to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated 50 percent of any new commercial Salmon fishing licences allocated by Government thereafter.

## Specific Provisions Cont'd

- 16.10.19.5      At the expiry of the period described in 16.10.19.1, if no commercial Salmon sport fishing licences have been allocated to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin shall have the right to be allocated the first two commercial Salmon sport fishing licences, and to be allocated 50 percent of the number of any new commercial Salmon sport fishing licences allocated by Government thereafter.
- 16.10.19.6      If at the expiry of the period described in 16.10.19.1, Government has allocated one commercial Salmon sport fishing licence to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated the next new commercial Salmon sport fishing licence allocated by Government and the right to be allocated 50 percent of the number of any new commercial Salmon sport fishing licences allocated by Government thereafter.
- 16.10.19.7      If at the expiry of the period described in 16.10.19.1, Government has allocated two or more commercial Salmon sport fishing licences to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated 50 percent of the number of any new commercial Salmon sport fishing licences allocated by Government thereafter.

**Specific Provision Cont'd**

- 16.10.19.8 Government shall issue to the Vuntut Gwitchin First Nation a licence allocated to it under 16.10.19.1 to 16.10.19.7 upon application by the Vuntut Gwitchin First Nation, provided that the Vuntut Gwitchin First Nation otherwise satisfies the requirements in effect from time to time applicable to other applicants for the issuance of such a licence for the Porcupine River drainage basin.
- (a) Upon the request of the Vuntut Gwitchin First Nation or Government, the Sub-Committee shall review and make recommendations to the Minister on the requirements in effect from time to time for the issuance of a licence under 16.10.19.8.
- 16.10.19.9 A licence issued to the Vuntut Gwitchin First Nation under 16.10.19.8 shall not be transferable.
- 16.10.19.10 A reissued licence shall not be considered a new licence for the purposes of calculating the number of licences required to be allocated to the Vuntut Gwitchin First Nation pursuant to 16.10.19.2 to 16.10.19.7.
- 16.10.19.11 Government shall issue, without fee, the licences referred to in 16.10.19.1 to 16.10.19.7

**Specific Provision**

- 16.11.4.1 The Vuntut Gwitchin First Nation shall retain the Vuntut Gwitchin group trapline.

**Specific Provision**

16.11.7.1 The Category 1 Trapline in the Vuntut Gwitchin First Nation Traditional Territory is identified in Schedule B - Category 1 Traplines attached to this chapter.

16.11.10.3

**Specific Provision**

- (a) The Vuntut Gwitchin First Nation may temporarily allocate its trapping opportunities within the Secondary Use Area to the Tetlit Gwitchin, but such allocation shall not alter the Category 1 status of the trapline.

SCHEDULE BCATEGORY 1 TRAPLINES

- 1.0 List of Category 1 Traplines in the Vuntut Gwitchin First Nation Traditional Territory
- 1.1 The following is the list of Category 1 Traplines in the Vuntut Gwitchin First Nation Traditional Territory:
- 1.1.1 Vuntut Gwitchin group trapline.



CHAPTER 17 - FOREST RESOURCES

Specific Provision

- 17.5.4.1 The Minister, in Consultation with the Champagne and Aishihik First Nations, shall determine the timing for the development of Forest Resources Management plans within the Champagne and Aishihik First Nations Traditional Territory.

**Specific Provision**

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Champagne and Aishihik First Nations to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the Champagne and Aishihik First Nations of any invitation for public tenders for contracts associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.
- 17.14.2.3 The Champagne and Aishihik First Nations shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.
- 17.14.2.4 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.
- 17.14.2.5 Failure to provide a first opportunity pursuant to 17.14.2.3 shall not affect any fixed term contract entered into associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.
- 17.14.2.6 Government shall include a criterion for Champagne and Aishihik Person employment in any contract opportunities associated with silviculture within the Champagne and Aishihik First Nations Traditional Territory.
- 17.14.2.7 Nothing in 17.14.2.6 shall be construed to mean that a criterion for Champagne and Aishihik Person employment shall be the determining criterion in awarding any contract.

Specific Provision (Cont'd)

17.14.2.8 Where Government requires Extra Fire Fighters to fight forest fires within the Champagne and Aishihik First Nations Traditional Territory it shall, where practicable, hire Champagne and Aishihik People.

- (a) For the purposes of 17.14.2.8, "Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for fire fighting activities.

CHAPTER 17 - FOREST RESOURCES**Specific Provision**

"Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis in anticipation of forest fire fighting activities.

**Specific Provision**

- 17.5.4.1           The Minister, in Consultation with the Little Salmon/Carmacks First Nation and the Carmacks Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.5.4.2           The Minister, in Consultation with the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation and the Minister and the Little Salmon/Carmacks 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.

**Specific Provision Cont'd**

- 17.5.4.3 If Government proposes to undertake any work related to an inventory of Trees within the Traditional Territory of the Little Salmon/Carmacks First Nation, it will Consult with the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation.
- 17.5.4.4 The Minister shall provide to the Little Salmon/Carmacks First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of the Little Salmon/Carmacks First Nation on the same cost recovery basis as such results would be provided to any other Person.

**Specific Provision**

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Little Salmon/Carmacks First Nation to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the Little Salmon/Carmacks First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.14.2.3 Government shall include the Little Salmon/Carmacks First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.14.2.4 The Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation upon the same terms and conditions as would be offered to others.
- 17.14.2.5 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.
- 17.14.2.6 Any failure to include the Little Salmon/Carmacks First Nation in any invitational tender for contracts pursuant to 17.14.2.3 shall not affect the invitational tender process or the contract awards resulting therefrom.

## Specific Provision Cont'd

- 17.14.2.7 Any failure to provide a first opportunity pursuant to 17.14.2.4 shall not affect any contract entered into associated with silviculture within the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.14.2.8 Government shall include a criterion for employment of Little Salmon/Carmacks People in any contract opportunities associated with silviculture in the Traditional Territory of the Little Salmon/Carmacks First Nation.
- 17.14.2.9 Nothing in 17.14.2.8 shall be construed to mean that a criterion for employment of Little Salmon/Carmacks People shall be the determining criterion in awarding any contract.
- 17.14.2.10 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the Little Salmon/Carmacks First Nation it shall, where practicable, hire Little Salmon/Carmacks People.
- 17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Little Salmon/Carmacks First Nation, with a view to identifying economic and employment opportunities for Little Salmon/Carmacks People associated with fighting forest fires in the Traditional Territory of the Little Salmon/Carmacks First Nation.



CHAPTER 17 - FOREST RESOURCES**Specific Provision**

"Extra Fire Fighters" means personnel other than regular employees or seasonally employed crews, hired on a casual basis in anticipation of fire fighting activities.

**Specific Provision**

- 17.5.4.1 The Minister, in Consultation with the First Nation of Nacho Nyak Dun and the Mayo District Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans within the Traditional Territory of the First Nation of the Nacho Nyak Dun.
- 17.5.4.2 If the Minister considers it necessary to prepare a management inventory of Trees on Crown Land in the Traditional Territory of the First Nation of Nacho Nyak Dun, the Minister shall first prepare an inventory for:
- (a) the Stewart River north slope between Stewart and Elsa, and
  - (b) the McQuesten River,
- as described in map "Forestry Management Unit, (FMU)" in Appendix B - Maps, which forms a separate volume to this Agreement.
- 17.5.4.3 The Minister shall determine the timing for the preparation of any inventory of Trees in the Traditional Territory of the First Nation of Nacho Nyak Dun in Consultation with the First Nation of Nacho Nyak Dun.

**Specific Provision**

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the First Nation of Nacho Nyak Dun to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the First Nation of Nacho Nyak Dun of any invitation for public tenders in respect of contracts associated with silviculture within the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 17.14.2.3 The First Nation of Nacho Nyak Dun shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Traditional Territory of the First Nation of Nacho Nyak Dun.

## Specific Provision Cont'd

- 17.14.2.4 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.
- 17.14.2.5 Failure to provide a first opportunity pursuant to 17.14.2.3 shall not affect any fixed term contract entered into associated with silviculture within the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 17.14.2.6 Government shall include a criterion for Nacho Nyak Dun employment in any contract opportunities associated with silviculture within the Traditional Territory of the First Nation of Nacho Nyak Dun.
- 17.14.2.7 Nothing in 17.14.2.6 shall be construed to mean that a criterion for Nacho Nyak Dun employment shall be the determining criterion in awarding any contract.
- 17.14.2.8 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the First Nation of Nacho Nyak Dun it shall, where practicable, hire Nacho Nyak Dun.
- 17.14.2.9 In 17.14.2.3 to 17.14.2.8, "Traditional Territory" does not include the Primary Use Area to the extent necessary to give effect to 13.6.3 to 13.6.8 of the Gwich'in Transboundary Agreement.

## CHAPTER 17 - FOREST RESOURCES

**Specific Provision**

"Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for forest fire fighting activities.

**Specific Provision**

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.

**Specific Provision Cont'd**

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.

**Specific Provision**

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Selkirk First Nation to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 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.

**Specific Provision Cont'd**

- 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.
- 17.14.2.5 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.
- 17.14.2.6 Any failure to include the Selkirk First Nation in any invitational tender for contracts pursuant to 17.14.2.3 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 17.14.2.7 Any failure to provide a first opportunity pursuant to 17.14.2.4 shall not affect any contract entered into associated with silviculture within the Traditional Territory of the Selkirk First Nation.
- 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.
- 17.14.2.9 Nothing in 17.14.2.8 shall be construed to mean that a criterion for employment of Selkirk People or engagement of Selkirk Firms shall be the determining criterion in awarding any contract.

**Specific Provision Cont'd**

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.

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.



CHAPTER 17 - FOREST RESOURCES

## Specific Provision

- 17.5.4.1 Government, in Consultation with the Ta'an Kwach'an Council, shall determine the timing for the development of Forest Resources Management plans within the Ta'an Kwach'an Council Traditional Territory.

## Specific Provision (under discussion)

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Ta'an Kwach'an Council to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the Ta'an Kwach'an Council of any invitation for public tenders for contracts associated with silviculture within the Ta'an Kwach'an Council Traditional Territory.
- 17.14.2.3 Government shall include the Ta'an Kwach'an Council in any invitational tenders for contracts associated with silviculture within the Ta'an Kwach'an Council Traditional Territory.
- 17.14.2.4 The Ta'an Kwach'an Council shall have the first opportunity to accept any contract offered by Government other than by public or invitational tenders associated with silviculture within the Ta'an Kwach'an Council Traditional Territory upon the same terms and conditions as would be offered to others.

## Specific Provisions Cont'd

- 17.14.2.5 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.
- 17.14.2.6 Any failure to include the Ta'an Kwach'an Council in any invitational tenders for contracts pursuant to 17.14.2.3 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 17.14.2.7 Any failure to provide a first opportunity pursuant to 17.14.2.4 shall not affect any contract entered into associated with silviculture within the Ta'an Kwach'an Council Traditional Territory.
- 17.14.2.8 Government shall include a criterion for Ta'an Kwach'an employment in any contract opportunities associated with silviculture in the Ta'an Kwach'an Council Traditional Territory.
- 17.14.2.9 Nothing in 17.14.2.8 shall be construed to mean that a criterion for Ta'an Kwach'an employment shall be the determining criterion in awarding any contract.
- 17.14.2.10 Where Government requires Extra Fire Fighters to fight fires within the Ta'an Kwach'an Council Traditional Territory, it shall, where practicable, hire Ta'an Kwach'an.
- (a) For the purposes of 17.14.2.10, "Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for fire fighting activities.

SCHEDULE B

CATEGORY 1 TRAPLINES

1.0 Category 1 Traplines in the Ta'an Kwach'an Council  
Traditional Territory

List of Category 1 traplines and proof of consent to be  
provided by T.K.C.

CHAPTER 17 - FOREST RESOURCES**Specific Provision**

- 17.5.4.1 Government, in Consultation with the Teslin Tlingit Council, shall determine the timing for the development of Forest Resources Management plans within the Teslin Tlingit Council Traditional Territory.

**Specific Provision**

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Teslin Tlingit Council to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the Teslin Tlingit Council of any invitation for public tenders for contracts associated with silviculture within the Teslin Tlingit Council Traditional Territory.
- 17.14.2.3 The Teslin Tlingit Council shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Teslin Tlingit Council Traditional Territory.
- 17.14.2.4 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.

**Specific Provision**

- 17.14.2.5 Any failure to provide a first opportunity pursuant to 17.14.2.3 shall not affect any fixed term contract entered into associated with silviculture within the Teslin Tlingit Council Traditional Territory.
- 17.14.2.6 Government shall include a criterion for Teslin Tlingit employment in any contract opportunities associated with silviculture in the Teslin Tlingit Council Traditional Territory.
- 17.14.2.7 Nothing in 17.14.2.6 shall be construed to mean that a criterion for Teslin Tlingit employment shall be the determining criterion in awarding any contract.
- 17.14.2.8 Where Government requires Extra Fire Fighters to fight fires within the Teslin Tlingit Council Traditional Territory, it shall, where practicable, hire Teslin Tlingit.
- (a) For the purposes of 17.14.2.8, "Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for fire fighting activities.

CHAPTER 17 - FOREST RESOURCES**Specific Provision**

"Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for forest fire fighting activities.

**Specific Provision**

17.5.4.1 The Minister, in Consultation with the Tr'ondëk Hwëch'in and the Dawson District Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of the Tr'ondëk Hwëch'in .

17.5.4.2 If the Minister considers it necessary to prepare an inventory of Trees on Crown Land in the Traditional Territory of the Tr'ondëk Hwëch'in, the Minister shall first prepare an inventory for:

- (a) the North Klondike and Klondike River Watershed on Canada Land Inventory class 4 and 5 forest capability, not including the areas of Sunnydale, West Dawson and the south side of the Klondike Valley from Dawson to Henderson's Corner;
- (b) the Yukon River corridor comprising all lands below a height of 500 metres above the bank or eight kilometres distance from the bank, whichever is less;

(c) the Chandindu River and Thane Creek watersheds; and

(d) the McQuesten River watershed,

as described in map "Forestry Management Unit, (FMU)" in Appendix B - Maps, which forms a separate volume to this Agreement.

17.5.4.3 The Minister shall determine the timing for the preparation of any inventory of Trees on Crown Land in the Traditional Territory of the Tr'ondëk Hwëch'in in Consultation with the Tr'ondëk Hwëch'in.

17.5.4.4 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of the Tr'ondëk Hwëch'in, it shall Consult with the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in.

17.5.4.5 The Minister shall provide to the Tr'ondëk Hwëch'in the results of any inventory of Trees on Crown Land in the Traditional Territory of the Tr'ondëk Hwëch'in on the same cost recovery basis as such results would be provided to any other Person.

#### Specific Provision

17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Tr'ondëk Hwëch'in to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.

17.14.2.2 Government shall provide written notice to the Tr'ondëk Hwëch'in of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Tr'ondëk Hwëch'in .



- 17.14.2.3 Government shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Tr'ondëk Hwëch'in.
- 17.14.2.4 The Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in upon the same terms and conditions as would be offered to others.
- 17.14.2.5 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.
- 17.14.2.6 Any failure to include the Tr'ondëk Hwëch'in in any invitational tender for contracts pursuant to 17.14.2.3 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 17.14.2.7 Any failure to provide a first opportunity pursuant to 17.14.2.4 shall not affect any contract entered into associated with silviculture within the Traditional Territory of the Tr'ondëk Hwëch'in .
- 17.14.2.8 Government shall include a criterion for employment of Tr'ondëk Huch'in or engagement of Tr'ondëk Hwëch'in Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Tr'ondëk Hwëch'in.
- 17.14.2.9 Nothing in 17.14.2.8 shall be construed to mean that a criterion for employment of Tr'ondëk Huch'in or engagement of Tr'ondëk Hwëch'in Firms shall be the determining criterion in awarding any contract.

17.14.2.10 Where Government requires Extra Fire Fighters to fight forest fires within the Traditional Territory of the Tr'ondëk Hwëch'in it shall, where practicable, hire Tr'ondëk Huch'in.

17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Tr'ondëk Hwëch'in with a view to identifying economic and employment opportunities for Tr'ondëk Huch'in associated with fighting forest fires in the Traditional Territory of the Tr'ondëk Hwëch'in.

CHAPTER 17 - FOREST RESOURCES**Specific Provision**

- 17.5.4.1 Government, in consultation with the Vuntut Gwitchin First Nation and the Renewable Resources Council for the Vuntut Gwitchin First Nation Traditional Territory, shall determine the timing for the development of Forest Resource Management plans within the Vuntut Gwitchin First Nation Traditional Territory.

**Specific Provision**

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Vuntut Gwitchin First Nation to apply for or obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the Vuntut Gwitchin First Nation of any invitation for public tenders for contracts associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.
- 17.14.2.3 The Vuntut Gwitchin First Nation shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.
- 17.14.2.4 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.

**Specific Provision Cont'd**

17.14.2.5 Any failure to provide a first opportunity pursuant to 17.14.2.3 shall not affect any fixed term contract entered into associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.

17.14.2.6 Government shall include a criterion for Vuntut Gwitchin employment in any contract opportunities associated with silviculture in the Vuntut Gwitchin First Nation Traditional Territory.

17.14.2.7 In evaluating any competitive proposal, bid or tender for the management of forest resources in the Vuntut Gwitchin First Nation Traditional Territory, the Government shall include among the factors for consideration, Vuntut Gwitchin employment and Vuntut Gwitchin ownership or equity investment in the firm or its subcontractors submitting the proposal, bid or tender.

17.14.2.8 Nothing in 17.14.2.6 or 17.2.7 shall be construed to mean that the inclusion of Vuntut Gwitchin employment or Vuntut Gwitchin ownership or equity investment shall be the determining criteria in the award of any contract.

17.14.2.9 Where Government requires Extra Fire Fighters to fight fires within the Vuntut Gwitchin First Nation Traditional Territory, it shall, where practicable, hire Vuntut Gwitchin.

- (a) For the purposes of 17.14.2.9, "Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for fire fighting activities.

**Specific Provisions (Cont'd)**

17.14.2.10 The areas identified on map, Commercial Forestry Reserves for the Use of the Community of Old Crow, (VGCFR), in Appendix B - Maps, which forms a separate volume to this Agreement, shall be notated for commercial forestry reserves for the use of the community of Old Crow.

- (a) The areas referred to in 17.14.2.10 may be deleted or adjusted and new areas may be added from time to time with the agreement of Government and the Vuntut Gwitchin First Nation.

CHAPTER 18 - NON-RENEWABLE RESOURCES

## 18.2.5.1

## Specific Provision

- (a) The time period for further identification under 18.2.5.1 is as follows:
- (i) in respect of the areas listed in 18.2.5.2  
(a)(i), at any time after Yukon provides 60 days written notice to Ta'an Kwach'an Council of its intention to construct a road to be known as the Livingstone Trail Realignment pursuant to clause (5) of the Special Conditions applicable to R-14 and R-20 in respect of the Livingstone Trail Realignment set out in Appendix A - Settlement Land Descriptions, attached to this Agreement;  
and
  - (ii) in respect of the areas listed in 18.2.5.2  
(a)(ii), two years from the Effective Date of this Agreement.

## 18.2.5.2

**Specific Provision**

(a) The areas of Ta'an Kwach'an Council Settlement Land that are subject to further identification of Quarries pursuant to 18.2.5.2 are as follows:

- (i) R-1;  
R-14;  
R-19  
R-20, except that portion of R-20 which lies within a circle of one kilometre radius with its centre at the cemetery located on the bluff above the north bank of Joe Creek on the east side of Lake Laberge;  
R-22;  
R-26;  
R-29;  
R-30; and
- (ii) R-5;  
R-11

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.

(\*\* Note that the above noted parcel descriptions may change with revisions to the Land Chapter)

## 18.2.5.3

**Specific Provision**

- (a) Government shall Consult with the Ta'an Kwach'an Council in the further identification of Quarries on Ta'an Kwach'an Council Settlement Land pursuant to 18.2.5.



CHAPTER 18 - NON-RENEWABLE RESOURCES**Specific Provision**

- (a) The time period for further identification under 18.2.5.1 is two years from the Effective Date of this Agreement for those areas which are adjacent to the Canol Road and one year from the Effective Date of this Agreement for those areas which are adjacent to the Alaska Highway.

**Specific Provision**

- (a) The areas of Teslin Tlingit Council Settlement Land which are subject to further identification of Quarries pursuant to 18.2.5.2 are the following:

R-11 and R-17, which are adjacent to the Alaska Highway and R-12, which is adjacent to the Canol Road,

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.

**Specific Provision**

- (a) Government shall Consult with the Teslin Tlingit Council in the further identification of Quarries on Teslin Tlingit Council Settlement Land pursuant to 18.2.5.

CHAPTER 18 - NON-RENEWABLE RESOURCES**Specific Provision**

- (a) The following Parcels of Tr'ondëk Hwëch'in Settlement Land are subject to further identification of Quarries pursuant to 18.2.5.2:
- (i) Parcel R-14A;
  - (ii) those portions of Parcel R-18A lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Dawson Road and shown approximately by a dashed line designated as Dawson Road on Territorial Resource Base Maps 115 O/2 and 115 O/7, in Appendix B - Maps which forms a separate volume to this Agreement;
  - (iii) those portions of Parcel R-20A lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Bonanza Road;
  - (iv) those portions of Parcel R-22B lying within one kilometre of the centre line of a 30 metre right-of-way for the road known as the North Fork Road East and shown approximately by a dashed line designated as North Fork Road East on Territorial Resource Base Maps 115 O/15, 115 O/16, 116 B/1, and 116 B/2 in Appendix B - Maps, which forms a separate volume to this Agreement;
  - (v) those portions of Parcel R-79B lying within one kilometre of the centre line of the right-of-way for the Major Highway known as the Klondike Highway;

- (vi) those portions of Parcel R-80B lying within one kilometre of the centre line of a 30 metre right-of-way for the road known as the North Fork Road East and shown approximately by a dashed line designated as North Fork Road East on Territorial Resource Base Maps 115 O/15, 115 O/16, 116 B/1 and 116 B/2, in Appendix B - Maps, which forms a separate volume to this Agreement;

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.

#### Specific Provision

- (a) Government shall provide the Tr'ondëk Hwëch'in with a written notice setting out the location of the Quarry on Settlement Land that Government proposes to identify, the information which was used by Government in deciding to propose to identify that Quarry and the public purposes for which the Quarry is required.
- (b) Within 60 days of receipt of the notice described in (a), the Tr'ondëk Hwëch'in shall provide Government with its views on Government's proposal to identify that Quarry and may request a meeting with Government to present those views.
- (c) Government shall, if requested, meet with the Tr'ondëk Hwëch'in to discuss its proposed identification of that Quarry and review the establishment of Quarries on Non-Settlement Land.
- (d) Government shall consider fully and fairly the views presented by the Tr'ondëk Hwëch'in and shall provide, to the Tr'ondëk Hwëch'in, its response in writing to those views and its decision on identification of that Quarry.

CHAPTER 18 - NON-RENEWABLE RESOURCES

## 18.2.5.1

**Specific Provision**

- (a) The time period for further identification under 18.2.5.1 is two years from the Effective Date of this Agreement.

## 18.2.5.2

**Specific Provision**

- (a) The areas of Vuntut Gwitchin First Nation Settlement Land which are subject to further identification of Quarries pursuant to 18.2.5.2 are the following;
- i) R-6A; and
  - ii) R-8A.
- 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

**Specific Provision**

- (a) Government shall Consult with the Vuntut Gwitchin First Nation in the further identification of Quarries on Vuntut Gwitchin First Nation Settlement Land pursuant to 18.2.5.

CHAPTER 18 - NON-RENEWABLE RESOURCES

## 18.2.5.1

**Specific Provision**

- (a) The time period for further identification under 18.2.5.1 is two years from the Effective Date of this Agreement.

## 18.2.5.2

**Specific Provision**

- (a) The areas of Champagne and Aishihik First Nations Settlement Land which are subject to further identification of Quarries pursuant to 18.2.5.2 are the following:

R-2A, R-3A, R-9B, R-12B, R-34A, R-36A,  
R-46B and R-75A,

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

**Specific Provision**

- (a) Government shall Consult with the Champagne and Aishihik First Nations in the further identification of Quarries on Champagne and Aishihik First Nations Settlement Land pursuant to 18.2.5.

## CHAPTER 18 - NON-RENEWABLE RESOURCES

## Specific Provision

- (a) The time period for further identification under 18.2.5.1, of any Quarry on Settlement Land, is two years from the Effective Date of this Agreement.

## Specific Provision

- (a) the following Parcels of Little Salmon/Carmacks First Nation Settlement Land are subject to further identification of Quarries, pursuant to 18.2.5.2:

- i) R-6B
- ii) R-14B
- iii) R-16B
- iv) R-38B
- v) R-51B
- vi) R-52B
- vii) R-57B
- viii) R-64B

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.

## Specific Provision

- (a) Government shall Consult with the Little Salmon/Carmacks First Nation in respect of any Quarries on Little Salmon/Carmacks First Nation Settlement Land which Government proposes to identify pursuant to 18.2.5.

CHAPTER 18 - NON-RENEWABLE RESOURCES

18.2.5.1

**Specific Provision**

- (a) The time period for further identification under 18.2.5.1 is one year from the Effective Date of this Agreement.

18.2.5.2

**Specific Provision**

- (a) The areas of Settlement Land of the First Nation of Nacho Nyak Dun which are subject to further identification of Quarries pursuant to 18.2.5.2 are the following:

- i) R-12;
- ii) R-27; and
- iii) R-23,

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

**Specific Provision**

- (a) Government shall provide the First Nation of Nacho Nyak Dun with a written notice setting out the Quarry on Settlement Land that Government proposes to identify, and the public purposes for which it is required.
- (b) Within 60 days of receipt of the notice described in (a), the First Nation of Nacho Nyak Dun shall provide Government with its views on the matters in writing and may request a meeting to present its views to Government.

**Specific Provision Cont'd**

- (c) Government shall, if requested, meet with the First Nation of Nacho Nyak Dun to discuss the proposed identification of the Quarry.
- (d) Government shall consider fully and fairly the views presented by the First Nation of Nacho Nyak Dun, and shall provide its response, in writing, to those views to the First Nation of Nacho Nyak Dun.

CHAPTER 18 - NON-RENEWABLE RESOURCES

## 18.2.5.2

**Specific Provision**

- (a) The following Parcels of 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;
  - (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);

## Specific Provision

(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.

**Specific Provision**

- (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.

CHAPTER 19 - FINANCIAL COMPENSATION**Specific Provision**

- 19.3.1.6 The preliminary schedule of payments is set out in Schedule B - Preliminary Schedule of Payments, attached to this chapter.

**Specific Provision**

- 19.3.2.5 On the date of the signature of this Agreement, Canada shall pay to the Champagne and Aishihik First Nations an advance on the first payment to be made to the Champagne and Aishihik First Nations, which advance shall be for the sum of \$1,000,000.50.

**Specific Provision**

- 19.5.5.1 The outstanding amount for the Champagne and Aishihik First Nations will be set out in this specific provision when the date of signing of this Agreement is known, and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

SCHEDULE BPRELIMINARY SCHEDULE OF PAYMENTS

This schedule will be completed when the date of signing of this Agreement is known.

SCHEDULE C

REPAYMENT OF LOAN AMOUNTS

This schedule will be completed when the date of signing of this Agreement is known.

CHAPTER 19 - FINANCIAL COMPENSATION

**Specific Provision**

19.4.1.5 The final schedule of payments is set out in Schedule B - Final Schedule of Payments, attached to this chapter.

**Specific Provision**

(a) On the date of the signature of this Agreement, Canada shall pay to the Little Salmon/Carmacks First Nation an advance on the first payment to be made to the Little Salmon/Carmacks First Nation, which advance shall be for the sum of \$1,000,000.

**Specific Provision**

19.5.5.1 The outstanding amount for which the Little Salmon/Carmacks First Nation is liable, as calculated in accordance with 19.5.4.1 to 19.5.4.3 inclusive, is \$7,919,649, and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.



SCHEDULE AAPPORTIONMENT OF THE 1989 AGGREGATE VALUE

The apportionment of the 1989 Aggregate Value among the Yukon First Nations is:

Carcross/Tagish First Nation	\$ 17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon/Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	<u>8,473,143</u>
1989 Aggregate Value	<u>\$242,673,000</u>

SCHEDULE BFINAL SCHEDULE OF PAYMENTS

<u>Date</u>	<u>Payments</u>
On the date of signing the Agreement	\$2,278,614
On the first anniversary of the date of signing the Agreement	\$2,278,614
On the second anniversary of the date of signing the Agreement	\$2,278,614
On the third anniversary of the date of signing the Agreement	\$2,278,614
On the fourth anniversary of the date of signing the Agreement	\$2,278,614
On the fifth anniversary of the date of signing the Agreement	\$2,278,614
On the sixth anniversary of the date of signing the Agreement	\$2,278,614
On the seventh anniversary of the date of signing the Agreement	\$2,278,614
On the eighth anniversary of the date of signing the Agreement	\$2,278,614
On the ninth anniversary of the date of signing the Agreement	\$2,278,614
On the tenth anniversary of the date of signing the Agreement	\$2,278,614
On the eleventh anniversary of the date of signing the Agreement	\$2,278,614
On the twelfth anniversary of the date of signing the Agreement	\$2,278,614
On the thirteenth anniversary of the date of signing the Agreement	\$2,278,614
On the fourteenth anniversary of the date of signing the Agreement	\$2,278,614

SCHEDULE CREPAYMENT OF LOAN AMOUNTS

<u>Payments</u>		<u>Date</u>
First Payment*	\$ 212,159.95	on the date of signing of the Agreement
Second Payment*	\$ 424,319.90	on the first anniversary of the date of signing the Agreement
Third Payment*	\$ 636,479.85	on the second anniversary of the date of signing the Agreement
Fourth Payment*	\$ 848,639.80	on the third anniversary of the date of signing the Agreement
Fifth Payment*	\$1,060,799.76	on the fourth anniversary of the date of signing the Agreement
Sixth Payment*	\$1,060,799.76	on the fifth anniversary of the date of signing the Agreement
Seventh Payment*	\$1,060,799.76	on the sixth anniversary of the date of signing the Agreement
Eighth Payment*	\$1,060,799.76	on the seventh anniversary of the date of signing the Agreement
Ninth Payment*	\$1,060,799.76	on the eighth anniversary of the date of signing the Agreement
Tenth Payment*	\$1,060,799.76	on the ninth anniversary of the date of signing the Agreement
Eleventh Payment*	\$1,060,799.76	on the tenth anniversary of the date of signing the Agreement
Twelfth Payment*	\$ 848,639.80	on the eleventh anniversary of the date of signing the Agreement
Thirteenth Payment*	\$ 636,479.85	on the twelfth anniversary of the date of signing the Agreement
Fourteenth Payment*	\$ 424,319.90	on the thirteenth anniversary of the date of signing the Agreement
Fifteenth Payment*	\$ 212,159.95	on the fourteenth anniversary of the date of signing the Agreement

\* The first payment of this loan repayment schedule shall be made on the Effective Date and the amount of the payment shall be adjusted from the date of signing of the Agreement to the Effective Date using an interest rate of 6% per annum, compounded annually. If the Effective Date occurs after the date appearing in the schedule for any given subsequent payment, the amount of such payment shall be adjusted from the specified payment date to the Effective Date using an interest rate of 6% per annum, compounded annually.

CHAPTER 19 - FINANCIAL COMPENSATION**Specific Provision**

19.3.1.6 The preliminary schedule of payments is set out in Schedule B - Preliminary Schedule of Payments, attached to this chapter.

**Specific Provision**

19.3.2.5 On the date of the signature of this Agreement, Canada shall pay to the First Nation of Nacho Nyak Dun an advance on the first payment to be made to the First Nation of Nacho Nyak Dun, which advance shall be for the sum of \$1,000,000.

**Specific Provision**

19.5.5.1 The outstanding amount for which the First Nation of Nacho Nyak Dun is liable is \$ 4,580,870, and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

SCHEDULE AAPPORTIONMENT OF THE 1989 AGGREGATE VALUE

The apportionment of the 1989 Aggregate Value among the Yukon First Nations is:

Carcross/Tagish First Nation	\$ 17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon/Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	<u>8,473,143</u>
1989 Aggregate Value	<u>\$242,673,000</u>

SCHEDULE BPRELIMINARY SCHEDULE OF PAYMENTS

<u>Date</u>	<u>Payments</u>
On the date of signing the Agreement	\$1,824,627
On the first anniversary of the date of signing the Agreement	\$1,824,627
On the second anniversary of the date of signing the Agreement	\$1,824,627
On the third anniversary of the date of signing the Agreement	\$1,824,627
On the fourth anniversary of the date of signing the Agreement	\$1,824,627
On the fifth anniversary of the date of signing the Agreement	\$1,824,627
On the sixth anniversary of the date of signing the Agreement	\$1,824,627
On the seventh anniversary of the date of signing the Agreement	\$1,824,627
On the eighth anniversary of the date of signing the Agreement	\$1,824,627
On the ninth anniversary of the date of signing the Agreement	\$1,824,627
On the tenth anniversary of the date of signing the Agreement	\$1,824,627
On the eleventh anniversary of the date of signing the Agreement	\$1,824,627
On the twelfth anniversary of the date of signing the Agreement	\$1,824,627
On the thirteenth anniversary of the date of signing the Agreement	\$1,824,627
On the fourteenth anniversary of the date of signing the Agreement	\$1,824,627

SCHEDULE C  
REPAYMENT OF LOAN AMOUNTS

<u>Payments</u>		<u>Date</u>
First Payment*	\$122,717	on the date of signing of the Agreement
Second Payment	\$245,434	on the first anniversary of the date of signing the Agreement
Third Payment	\$368,152	on the second anniversary of the date of signing the Agreement
Fourth Payment	\$490,869	on the third anniversary of the date of signing the Agreement
Fifth Payment	\$613,586	on the fourth anniversary of the date of signing the Agreement
Sixth Payment	\$613,586	on the fifth anniversary of the date of signing the Agreement
Seventh Payment	\$613,586	on the sixth anniversary of the date of signing the Agreement
Eighth Payment	\$613,586	on the seventh anniversary of the date of signing the Agreement
Ninth Payment	\$613,586	on the eighth anniversary of the date of signing the Agreement
Tenth Payment	\$613,586	on the ninth anniversary of the date of signing the Agreement
Eleventh Payment	\$613,586	on the tenth anniversary of the date of signing the Agreement
Twelfth Payment	\$490,869	on the eleventh anniversary of the date of signing the Agreement
Thirteenth Payment	\$368,152	on the twelfth anniversary of the date of signing the Agreement
Fourteenth Payment	\$245,434	on the thirteenth anniversary of the date of signing the Agreement
Fifteenth Payment	\$122,717	on the fourteenth anniversary of the date of signing the Agreement

\* The first payment of this loan repayment schedule shall be made on the Effective Date and the amount of the payment shall be adjusted from the date of signing of the Agreement to the Effective Date using an interest rate of 6% per annum, compounded annually.



CHAPTER 19 - FINANCIAL COMPENSATION**Specific Provision**

19.4.1.5 The final schedule of payments is set out in Schedule B - Final Schedule of Payments, attached to this chapter.

19.4.2.3

**Specific Provision**

- (a) On the date of the signature of this Agreement, Canada shall pay to the Selkirk First Nation an advance on the first payment to be made to the Selkirk First Nation, which advance shall be for the sum of \$1,000,000.00.

**Specific Provision**

19.5.5.1 The outstanding amount for which the Selkirk First Nation is liable, as calculated in accordance with 19.5.4.1 to 19.5.4.3 inclusive, is \$8,393,706, and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

SCHEDULE AAPPORTIONMENT OF THE 1989 AGGREGATE VALUE

The apportionment of the 1989 Aggregate Value among the Yukon First Nations is:

Carcross/Tagish First Nation	\$17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon/Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	<u>8,473,143</u>
1989 Aggregate Value	<u>\$242,673,000</u>

SCHEDULE BFINAL SCHEDULE OF PAYMENTS

<u>Date</u>	<u>Payments</u>
On the date of signing the Agreement	\$2,430,336
On the first anniversary of the date of signing the Agreement	\$2,430,336
On the second anniversary of the date of signing the Agreement	\$2,430,336
On the third anniversary of the date of signing the Agreement	\$2,430,336
On the fourth anniversary of the date of signing the Agreement	\$2,430,336
On the fifth anniversary of the date of signing the Agreement	\$2,430,336
On the sixth anniversary of the date of signing the Agreement	\$2,430,336
On the seventh anniversary of the date of signing the Agreement	\$2,430,336
On the eighth anniversary of the date of signing the Agreement	\$2,430,336
On the ninth anniversary of the date of signing the Agreement	\$2,430,336
On the tenth anniversary of the date of signing the Agreement	\$2,430,336
On the eleventh anniversary of the date of signing the Agreement	\$2,430,336
On the twelfth anniversary of the date of signing the Agreement	\$2,430,336
On the thirteenth anniversary of the date of signing the Agreement	\$2,430,336
On the fourteenth anniversary of the date of signing the Agreement	\$2,430,336

SCHEDULE C  
REPAYMENT OF LOAN AMOUNTS

<u>Payments</u>		<u>Date</u>
First Payment*	\$ 224,859.50	on the date of signing of the Agreement
Second Payment*	\$ 449,719.00	on the first anniversary of the date of signing the Agreement
Third Payment*	\$ 674,578.50	on the second anniversary of the date of signing the Agreement
Fourth Payment*	\$ 899,437.99	on the third anniversary of the date of signing the Agreement
Fifth Payment*	\$1,124,297.49	on the fourth anniversary of the date of signing the Agreement
Sixth Payment*	\$1,124,297.49	on the fifth anniversary of the date of signing the Agreement
Seventh Payment*	\$1,124,297.49	on the sixth anniversary of the date of signing the Agreement
Eighth Payment*	\$1,124,297.49	on the seventh anniversary of the date of signing the Agreement
Ninth Payment*	\$1,124,297.49	on the eighth anniversary of the date of signing the Agreement
Tenth Payment*	\$1,124,297.49	on the ninth anniversary of the date of signing the Agreement
Eleventh Payment*	\$1,124,297.49	on the tenth anniversary of the date of signing the Agreement
Twelfth Payment*	\$ 899,437.99	on the eleventh anniversary of the date of signing the Agreement
Thirteenth Payment*	\$ 674,578.50	on the twelfth anniversary of the date of signing the Agreement
Fourteenth Payment*	\$ 449,719.00	on the thirteenth anniversary of the date of signing the Agreement
Fifteenth Payment*	\$ 224,859.50	on the fourteenth anniversary of the date of signing the Agreement

\* The first payment of this loan repayment schedule shall be made on the Effective Date and the amount of the payment shall be adjusted from the date of signing of the Agreement to the Effective Date using an interest rate of 6% per annum, compounded annually. If the Effective Date occurs after the date appearing in the schedule for any given subsequent payment, the amount of such payment shall be adjusted from the specified payment date to the Effective Date using an interest rate of 6% per annum, compounded annually.

CHAPTER 19 - FINANCIAL COMPENSATION**Specific Provision**

19.3.1.6 The preliminary schedule of payments is set out in Schedule B - Preliminary Schedule of Payments, attached to this chapter.

**Specific Provision**

19.3.2.5 On the date of the signature of this Agreement, Canada shall pay to the Ta'an Kwach'an Council an advance on the first payment to be made to the Ta'an Kwach'an Council, which advance shall be for the sum of \$1,000,000.00.

**Specific Provision**

19.5.5.1 The outstanding amount for the Ta'an Kwach'an Council will be set out in this specific provision when the date of signing of this Agreement is known, and the schedule of repayments will be set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

**CHAPTER 19 - FINANCIAL COMPENSATION****Specific Provision**

19.3.1.6 The preliminary schedule of payments is set out in Schedule B - Preliminary Schedule of Payments, attached to this chapter.

**Specific Provision**

19.3.2.5 On the date of the signature of this Agreement, Canada shall pay to the Teslin Tlingit Council an advance on the first payment to be made to the Teslin Tlingit Council, which advance shall be for the sum of \$1,000,000.

**Specific Provision**

19.5.5.1 The outstanding amount for which the Teslin Tlingit Council is liable is \$ 5,498,434, and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

SCHEDULE AAPPORTIONMENT OF THE 1989 AGGREGATE VALUE

The apportionment of the 1989 Aggregate Value among the Yukon First Nations is:

Carcross/Tagish First Nation	\$17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon/Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	<u>8,473,143</u>
1989 Aggregate Value	<u>\$242,673,000</u>



SCHEDULE BPRELIMINARY SCHEDULE OF PAYMENTS

<u>Date</u>	<u>Payments</u>
On the date of signing the Agreement	\$2,338,670
On the first anniversary of the date of signing the Agreement	\$2,338,670
On the second anniversary of the date of signing the Agreement	\$2,338,670
On the third anniversary of the date of signing the Agreement	\$2,338,670
On the fourth anniversary of the date of signing the Agreement	\$2,338,670
On the fifth anniversary of the date of signing the Agreement	\$2,338,670
On the sixth anniversary of the date of signing the Agreement	\$2,338,670
On the seventh anniversary of the date of signing the Agreement	\$2,338,670
On the eighth anniversary of the date of signing the Agreement	\$2,338,670
On the ninth anniversary of the date of signing the Agreement	\$2,338,670
On the tenth anniversary of the date of signing the Agreement	\$2,338,670
On the eleventh anniversary of the date of signing the Agreement	\$2,338,670
On the twelfth anniversary of the date of signing the Agreement	\$2,338,670
On the thirteenth anniversary of the date of signing the Agreement	\$2,338,670
On the fourteenth anniversary of the date of signing the Agreement	\$2,338,670

SCHEDULE C  
REPAYMENT OF LOAN AMOUNTS

<u>Payments</u>		<u>Date</u>
First Payment*	\$147,298	on the date of signing of the Agreement
Second Payment	\$294,596	on the first anniversary of the date of signing the Agreement
Third Payment	\$441,894	on the second anniversary of the date of signing the Agreement
Fourth Payment	\$589,192	on the third anniversary of the date of signing the Agreement
Fifth Payment	\$736,489	on the fourth anniversary of the date of signing the Agreement
Sixth Payment	\$736,489	on the fifth anniversary of the date of signing the Agreement
Seventh Payment	\$736,489	on the sixth anniversary of the date of signing the Agreement
Eighth Payment	\$736,489	on the seventh anniversary of the date of signing the Agreement
Ninth Payment	\$736,489	on the eighth anniversary of the date of signing the Agreement
Tenth Payment	\$736,489	on the ninth anniversary of the date of signing the Agreement
Eleventh Payment	\$736,489	on the tenth anniversary of the date of signing the Agreement
Twelfth Payment	\$589,192	on the eleventh anniversary of the date of signing the Agreement
Thirteenth Payment	\$441,894	on the twelfth anniversary of the date of signing the Agreement
Fourteenth Payment	\$294,596	on the thirteenth anniversary of the date of signing the Agreement
Fifteenth Payment	\$147,298	on the fourteenth anniversary of the date of signing the Agreement

\* The first payment of this loan repayment schedule shall be made on the Effective Date and the amount of the payment shall be adjusted from the date of signing of the Agreement to the Effective Date using an interest rate of 6% per annum, compounded annually.

CHAPTER 19 - FINANCIAL COMPENSATION**Specific Provision**

19.4.1.5 The final schedule of payments is set out in Schedule B - Final Schedule of Payments, attached to this chapter.

**Specific Provision**

(a) On the date of the signature of this Agreement, Canada shall pay to the Tr'ondĕk Hwĕch'in an advance on the first payment to be made to the Tr'ondĕk Hwĕch'in, which advance shall be for the sum of \$1,000,000.00

**Specific Provision**

19.5.5.1 The outstanding amount for which the Tr'ondĕk Hwĕch'in is liable, as calculated in accordance with 19.5.4.1 to 19.5.4.3 inclusive, is \_\_\_\_\_ and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

SCHEDULE AAPPORTIONMENT OF THE 1989 AGGREGATE VALUE

The apportionment of the 1989 Aggregate Value among the Yukon First Nations is:

Carcross/Tagish First Nation	\$ 17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon/Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	<u>8,473,143</u>
1989 Aggregate Value	<u>\$242,673,000</u>

SCHEDULE BFINAL SCHEDULE OF PAYMENTS

<u>Date</u>	<u>Payments</u>
On the date of signing the Agreement	\$3,192,323.00
On the first anniversary of the date of signing the Agreement	\$3,192,323.00
On the second anniversary of the date of signing the Agreement	\$3,192,323.00
On the third anniversary of the date of signing the Agreement	\$3,192,323.00
On the fourth anniversary of the date of signing the Agreement	\$3,192,323.00
On the fifth anniversary of the date of signing the Agreement	\$3,192,323.00
On the sixth anniversary of the date of signing the Agreement	\$3,192,323.00
On the seventh anniversary of the date of signing the Agreement	\$3,192,323.00
On the eighth anniversary of the date of signing the Agreement	\$3,192,323.00
On the ninth anniversary of the date of signing the Agreement	\$3,192,323.00
On the tenth anniversary of the date of signing the Agreement	\$3,192,323.00
On the eleventh anniversary of the date of signing the Agreement	\$3,192,323.00
On the twelfth anniversary of the date of signing the Agreement	\$3,192,323.00
On the thirteenth anniversary of the date of signing the Agreement	\$3,192,323.00
On the fourteenth anniversary of the date of signing the Agreement	\$3,192,323.00

SCHEDULE C

REPAYMENT OF LOAN AMOUNTS

Payments

Date

[This schedule will be completed when the date of signing  
of this Agreement is known]

CHAPTER 19 - FINANCIAL COMPENSATION**Specific Provision**

19.3.1.6 The preliminary schedule of payments is set out in Schedule B - Preliminary Schedule of Payments, attached to this chapter.

**Specific Provision**

19.3.2.5 On the date of the signature of the this Agreement, Canada shall pay to the Vuntut Gwitchin First Nation an advance on the first payment to be made to the Vuntut Gwitchin First Nation, which advance shall be for the sum of \$1,000,000.00.

**Specific Provision**

19.5.5.1 The outstanding amount for the Vuntut Gwitchin First Nation will be set out in this specific provision when the date of signing of this Agreement is known, and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

SCHEDULE BPRELIMINARY SCHEDULE OF PAYMENTS

This schedule will be completed when the date of signing of this Agreement is known.



SCHEDULE C

REPAYMENT OF LOAN AMOUNTS

This schedule will be completed when the date of signing of this Agreement is known.

CHAPTER 20 - TAXATION  
SCHEDULE A

PERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75 percent of the average of all households in the Yukon as published in the last available Statistics Canada Census publication.

**Program Funding and Administration**

2. Supplementing existing federally or territorially funded programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care, justice and similar programs and initiating, funding and administering new programs in those areas.

**Housing and Municipal and Local Taxes Assistance**

3. Funding or providing:
  - a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
  - b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
  - c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;
  - d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
  - e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved Settlement Land.

**Municipal Services Upgrading**

4. Funding and administering municipal services and utilities upgrading programs for the benefit of Yukon Indian People.

**Yukon First Nation Assistance**

5. Funding to Yukon First Nations for reasonable management and personnel costs.

**Education and Training**

6. Funding and providing:
  - a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
  - b) training for Yukon Indian elders to enable them to participate in the delivery of native culture and language instructional programs;
  - c) native studies, culture and language programs for "school age" and adult people;
  - d) scholarships and reimbursement of other expenses for juvenile and adult Yukon Indian People to enable them to attend conventional educational institutions within and outside the Yukon;
  - e) vocational training and similar programs and facilities for youth and adults within and outside the Yukon;
  - f) native language and cultural education teaching and research programs; and
  - g) training for justices of the peace and other persons employed in connection with the implementation of an Indian justice program.

**Economic Development**

7. Providing loans at a rate of interest not to exceed the prescribed rate in effect at the time of the making of the loan for the purpose of computing employee benefits from low interest loans, under the federal Income Tax Act, S.C. 1970-71-72, c. 63, loan guarantees or minority equity investment to Persons or entities, other than a corporation which is controlled, directly or indirectly, by one or more Settlement Corporations, engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:
- a) the Persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and
  - b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

**Commercial Fishing**

8. Providing loans or equity to Persons or entities for the creation and operation of fish enhancement programs and a fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this Schedule.

**Traditional Harvesting and Cultural Activities**

9. Providing loans or equity to Persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
- a) the Person or entities are unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation;

- b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within one year of its acquisition; and
- c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

#### **Recreational Lands and Facilities**

- 10. Funding and administering parks and other recreational facilities such as skating rinks, arenas, libraries, assembly halls and similar municipal facilities that are not for commercial use.

#### **Elders Assistance Program**

- 11. Providing funding to confer benefits on Yukon Indian People who are at least 65 years of age at the Effective Date of the Yukon First Nation Final Agreement or who turn 65 within the five years following the Effective Date of the Yukon First Nation Final Agreement, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed in the same manner as Canada old age security.

#### **Other Permitted Costs and Disbursements by a Settlement Corporation**

- 12.
  - a) settlement costs;
  - b) costs to implement the Settlement Agreements;
  - c) payment of reasonable administrative costs not to exceed five percent of the assets of the Settlement Corporation annually for the first five years after the effective date of Settlement Legislation and three percent per year thereafter;
  - d) transfers to other Settlement Corporations or to registered charities;
  - e) transfers to a low income Yukon Indian Person; and

- f) within the first 15 years of a Yukon First Nation Final Agreement, capital distributions to Yukon Indian People not exceeding a total of \$3,000 per person in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this Schedule and may repay the borrowed money and interest thereon.

SCHEDULE B

QUALIFIED INVESTMENTS

1. Qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 (1) (g) of the federal Income Tax Act, S.C. 1970-71-72, c. 63.



CHAPTER 20 - TAXATION  
SCHEDULE A

PERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75 percent of the average of all households in the Yukon as published in the last available Statistics Canada Census publication.

**Program Funding and Administration**

2. Supplementing existing federally or territorially funded programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care, justice and similar programs and initiating, funding and administering new programs in those areas.

**Housing and Municipal and Local Taxes Assistance**

3. Funding or providing:
  - a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
  - b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
  - c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;
  - d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
  - e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved Settlement Land.

**Municipal Services Upgrading**

4. Funding and administering municipal services and utilities upgrading programs for the benefit of Yukon Indian People.

**Yukon First Nation Assistance**

5. Funding to Yukon First Nations for reasonable management and personnel costs.

**Education and Training**

6. Funding and providing:
- a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
  - b) training for Yukon Indian elders to enable them to participate in the delivery of native culture and language instructional programs;
  - c) native studies, culture and language programs for "school age" and adult people;
  - d) scholarships and reimbursement of other expenses for juvenile and adult Yukon Indian People to enable them to attend conventional educational institutions within and outside the Yukon;
  - e) vocational training and similar programs and facilities for youth and adults within and outside the Yukon;
  - f) native language and cultural education teaching and research programs; and
  - g) training for justices of the peace and other persons employed in connection with the implementation of an Indian justice program.

**Economic Development**

7. Providing loans at a rate of interest not to exceed the prescribed rate in effect at the time of the making of the loan for the purpose of computing employee benefits from low interest loans, under the federal Income Tax Act, S.C. 1970-71-72, c. 63, loan guarantees or minority equity investment to Persons or entities, other than a corporation which is controlled, directly or indirectly, by one or more Settlement Corporations, engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:

- a) the Persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and
- b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

#### Commercial Fishing

8. Providing loans or equity to Persons or entities for the creation and operation of fish enhancement programs and a fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this Schedule.

#### Traditional Harvesting and Cultural Activities

9. Providing loans or equity to Persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
  - a) the Person or entities are unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation;
  - b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within one year of its acquisition; and
  - c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

#### Recreational Lands and Facilities

10. Funding and administering parks and other recreational facilities such as skating rinks, arenas, libraries, assembly halls and similar municipal facilities that are not for commercial use.

**Elders Assistance Program**

11. Providing funding to confer benefits on Yukon Indian People who are at least 65 years of age at the Effective Date of the Yukon First Nation Final Agreement or who turn 65 within the five years following the Effective Date of the Yukon First Nation Final Agreement, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed in the same manner as Canada old age security.

**Other Permitted Costs and Disbursements by a Settlement Corporation**

12. a) settlement costs;
  - b) costs to implement the Settlement Agreements;
  - c) payment of reasonable administrative costs not to exceed five percent of the assets of the Settlement Corporation annually for the first five years after the effective date of Settlement Legislation and three percent per year thereafter;
  - d) transfers to other Settlement Corporations or to registered charities;
  - e) transfers to a low income Yukon Indian Person; and
  - f) within the first 15 years of a Yukon First Nation Final Agreement, capital distributions to Yukon Indian People not exceeding a total of \$3,000 per person in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this Schedule and may repay the borrowed money and interest thereon.

SCHEDULE B

QUALIFIED INVESTMENTS

1. Qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 (1)(g) of the federal Income Tax Act, S.C. 1970-71-72, c. 63.

CHAPTER 20 - TAXATIONSCHEDULE APERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75 percent of the average of all households in the Yukon as published in the last available Statistics Canada Census publication.

**Program Funding and Administration**

2. Supplementing existing federally or territorially funded programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care, justice and similar programs and initiating, funding and administering new programs in those areas.

**Housing and Municipal and Local Taxes Assistance**

3. Funding or providing:
  - (a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
  - (b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
  - (c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;
  - (d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
  - (e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved Settlement Land.

**Municipal Services Upgrading**

4. Funding and administering municipal services and utilities upgrading programs for the benefit of Yukon Indian People.

**Yukon First Nation Assistance**

5. Funding to Yukon First Nations for reasonable management and personnel costs.

**Education and Training**

6. Funding and providing:
  - (a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
  - (b) training for Yukon Indian elders to enable them to participate in the delivery of native culture and language instructional programs;
  - (c) native studies, culture and language programs for "school age" and adult people;
  - (d) scholarships and reimbursement of other expenses for juvenile and adult Yukon Indian People to enable them to attend conventional educational institutions within and outside the Yukon;
  - (e) vocational training and similar programs and facilities for youth and adults within and outside the Yukon;
  - (f) native language and cultural education teaching and research programs; and
  - (g) training for justices of the peace and other persons employed in connection with the implementation of an Indian justice program.



**Economic Development**

7. Providing loans at a rate of interest not to exceed the prescribed rate in effect at the time of the making of the loan for the purpose of computing employee benefits from low interest loans, under the federal Income Tax Act, S.C. 1970-71-72, c. 63, loan guarantees or minority equity investment to Persons or entities, other than a corporation which is controlled, directly or indirectly, by one or more Settlement Corporations, engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:
- (a) the Persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and
  - (b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

**Commercial Fishing**

8. Providing loans or equity to Persons or entities for the creation and operation of fish enhancement programs and a fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this Schedule.

**Traditional Harvesting and Cultural Activities**

9. Providing loans or equity to Persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
- (a) the Person or entities are unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation;

- (b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within one year of its acquisition; and
- (c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

**Recreational Lands and Facilities**

- 10. Funding and administering parks and other recreational facilities such as skating rinks, arenas, libraries, assembly halls and similar municipal facilities that are not for commercial use.

**Elders Assistance Program**

- 11. Providing funding to confer benefits on Yukon Indian People who are at least 65 years of age at the Effective Date of the Yukon First Nation Final Agreement or who turn 65 within the five years following the Effective Date of the Yukon First Nation Final Agreement, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed in the same manner as Canada old age security.

**Other Permitted Costs and Disbursements by a Settlement Corporation**

- 12. (a) settlement costs;
- (b) costs to implement the Settlement Agreements;
- (c) payment of reasonable administrative costs not to exceed five percent of the assets of the Settlement Corporation annually for the first five years after the effective date of Settlement Legislation and three percent per year thereafter;
- (d) transfers to other Settlement Corporations or to registered charities;

- (e) transfers to a low income Yukon Indian Person; and
  - (f) within the first 15 years of a Yukon First Nation Final Agreement, capital distributions to Yukon Indian People not exceeding a total of \$3,000 per person in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this Schedule and may repay the borrowed money and interest thereon.

SCHEDULE B

QUALIFIED INVESTMENTS

1. Qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 (1) (g) of the federal Income Tax Act, S.C. 1970-71-72, c. 63.

**CHAPTER 20 - TAXATION**  
**SCHEDULE A**

**PERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS**

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75 percent of the average of all households in the Yukon as published in the last available Statistics Canada Census publication.

**Program Funding and Administration**

2. Supplementing existing federally or territorially funded programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care, justice and similar programs and initiating, funding and administering new programs in those areas.

**Housing and Municipal and Local Taxes Assistance**

3. Funding or providing:
  - a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
  - b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
  - c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;
  - d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
  - e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved Settlement Land.

**Municipal Services Upgrading**

4. Funding and administering municipal services and utilities upgrading programs for the benefit of Yukon Indian People.

**Yukon First Nation Assistance**

5. Funding to Yukon First Nations for reasonable management and personnel costs.

**Education and Training**

6. Funding and providing:
  - a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
  - b) training for Yukon Indian elders to enable them to participate in the delivery of native culture and language instructional programs;
  - c) native studies, culture and language programs for "school age" and adult people;
  - d) scholarships and reimbursement of other expenses for juvenile and adult Yukon Indian People to enable them to attend conventional educational institutions within and outside the Yukon;
  - e) vocational training and similar programs and facilities for youth and adults within and outside the Yukon;
  - f) native language and cultural education teaching and research programs; and
  - g) training for justices of the peace and other persons employed in connection with the implementation of an Indian justice program.

**Economic Development**

7. Providing loans at a rate of interest not to exceed the prescribed rate in effect at the time of the making of the loan for the purpose of computing employee benefits from low interest loans, under the federal Income Tax Act, S.C. 1970-71-72, c. 63, loan guarantees or minority equity investment to Persons or entities, other than a corporation which is controlled, directly or indirectly, by one or more Settlement Corporations, engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:

- a) the Persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and
- b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

#### **Commercial Fishing**

8. Providing loans or equity to Persons or entities for the creation and operation of fish enhancement programs and a fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this Schedule.

#### **Traditional Harvesting and Cultural Activities**

9. Providing loans or equity to Persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
  - a) the Person or entities are unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation;
  - b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within one year of its acquisition; and
  - c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

#### **Recreational Lands and Facilities**

10. Funding and administering parks and other recreational facilities such as skating rinks, arenas, libraries, assembly halls and similar municipal facilities that are not for commercial use.



**Elders Assistance Program**

11. Providing funding to confer benefits on Yukon Indian People who are at least 65 years of age at the Effective Date of the Yukon First Nation Final Agreement or who turn 65 within the five years following the Effective Date of the Yukon First Nation Final Agreement, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed in the same manner as Canada old age security.

**Other Permitted Costs and Disbursements by a Settlement Corporation**

12. a) settlement costs;
  - b) costs to implement the Settlement Agreements;
  - c) payment of reasonable administrative costs not to exceed five percent of the assets of the Settlement Corporation annually for the first five years after the effective date of Settlement Legislation and three percent per year thereafter;
  - d) transfers to other Settlement Corporations or to registered charities;
  - e) transfers to a low income Yukon Indian Person; and
  - f) within the first 15 years of a Yukon First Nation Final Agreement, capital distributions to Yukon Indian People not exceeding a total of \$3,000 per person in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this Schedule and may repay the borrowed money and interest thereon.

SCHEDULE B

QUALIFIED INVESTMENTS

1. Qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 (1)(g) of the federal Income Tax Act, S.C. 1970-71-72, c. 63.

CHAPTER 20 - TAXATIONSCHEDULE APERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75 percent of the average of all households in the Yukon as published in the last available Statistics Canada Census publication.

**Program Funding and Administration**

2. Supplementing existing federally or territorially funded programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care, justice and similar programs and initiating, funding and administering new programs in those areas.

**Housing and Municipal and Local Taxes Assistance**

3. Funding or providing:
  - a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
  - b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
  - c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;
  - d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
  - e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved Settlement Land.

**Municipal Services Upgrading**

4. Funding and administering municipal services and utilities upgrading programs for the benefit of Yukon Indian People.

**Yukon First Nation Assistance**

5. Funding to Yukon First Nations for reasonable management and personnel costs.

**Education and Training**

6. Funding and providing:
  - a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
  - b) training for Yukon Indian elders to enable them to participate in the delivery of native culture and language instructional programs;
  - c) native studies, culture and language programs for "school age" and adult people;
  - d) scholarships and reimbursement of other expenses for juvenile and adult Yukon Indian People to enable them to attend conventional educational institutions within and outside the Yukon;
  - e) vocational training and similar programs and facilities for youth and adults within and outside the Yukon;
  - f) native language and cultural education teaching and research programs; and
  - g) training for justices of the peace and other persons employed in connection with the implementation of an Indian justice program.

**Economic Development**

7. Providing loans at a rate of interest not to exceed the prescribed rate in effect at the time of the making of the loan for the purpose of computing employee benefits from low interest loans, under the federal Income Tax Act, S.C. 1970-71-72, c. 63, loan guarantees or minority equity investment to Persons or entities, other than a corporation which is controlled, directly or indirectly, by one or more Settlement Corporations, engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:
- a) the Persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and
  - b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

**Commercial Fishing**

8. Providing loans or equity to Persons or entities for the creation and operation of fish enhancement programs and a fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this schedule.

**Traditional Harvesting and Cultural Activities**

9. Providing loans or equity to Persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
- a) the Person or entities are unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation;

- b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within one year of its acquisition; and
- c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

#### Recreational Lands and Facilities

- 10. Funding and administering parks and other recreational facilities such as skating rinks, arenas, libraries, assembly halls and similar municipal facilities that are not for commercial use.

#### Elders Assistance Program

- 11. Providing funding to confer benefits on Yukon Indian People who are at least 65 years of age at the Effective Date of the Yukon First Nation Final Agreement or who turn 65 within the five years following the Effective Date of the Yukon First Nation Final Agreement, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed in the same manner as Canada old age security.

#### Other Permitted Costs and Disbursements by a Settlement Corporation

- 12.
  - a) settlement costs;
  - b) costs to implement the Settlement Agreements;
  - c) payment of reasonable administrative costs not to exceed five percent of the assets of the Settlement Corporation annually for the first five years after the effective date of Settlement Legislation and three percent per year thereafter;
  - d) transfers to other Settlement Corporations or to registered charities;
  - e) transfers to a low income Yukon Indian Person; and

- f) within the first 15 years of a Yukon First Nation Final Agreement, capital distributions to Yukon Indian People not exceeding a total of \$3,000 per person in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this schedule and may repay the borrowed money and interest thereon.



SCHEDULE BQUALIFIED INVESTMENTS

1. Qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 (1) (g) of the federal Income Tax Act, S.C. 1970-71-72, c. 63.

CHAPTER 20 - TAXATION

No specific provisions for this chapter.

CHAPTER 21 - TAXATION**Specific Provision**

- 21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the Champagne and Aishihik First Nations self-government agreement.

**Specific Provision**

- 21.4.1.1 Unless otherwise agreed between the Champagne and Aishihik First Nations and the Village of Haines Junction, the Champagne and Aishihik First Nations and any corporation owned and controlled by the Champagne and Aishihik First Nations shall pay the same rates for user-pay Local Government Services as are paid by property owners of the Village of Haines Junction.

**Specific Provision**

- 21.6.1.1 The Yukon shall forgive Property Taxes outstanding as at the Effective Date of this Agreement on Champagne and Aishihik First Nations Settlement Land outside of the Community Boundary of Haines Junction.

CHAPTER 21 - TAXATION OF SETTLEMENT LAND**Specific Provision**

- 21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the Little Salmon/Carmacks First Nation self-government agreement.

**Specific Provision**

- 21.4.1.1 Unless otherwise agreed between the Little Salmon/Carmacks First Nation and the Village of Carmacks, the Little Salmon/Carmacks First Nation and any corporation owned or controlled by the Little Salmon/Carmacks First Nation shall pay the same rates for user-pay Local Government Services supplied by the Village of Carmacks as are paid by property owners of the Village of Carmacks.

**Specific Provision**

- 21.6.1.1 The Yukon shall forgive Property Taxes outstanding as of the Effective Date of this Agreement on Little Salmon/Carmacks Settlement Land situated outside the Community Boundary of the Village of Carmacks.
- 21.6.1.2 The Little Salmon/Carmacks First Nation shall pay Property Taxes outstanding as of the Effective Date of this Agreement on Little Salmon/Carmacks Settlement Land situated inside the Community Boundary of the Village of Carmacks.

CHAPTER 21 - TAXATION OF SETTLEMENT LAND**Specific Provision**

- 21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the First Nation of Nacho Nyak Dun self-government agreement.

**Specific Provision**

- 21.4.1.1 Unless otherwise agreed between the First Nation of Nacho Nyak Dun and the Village of Mayo, the First Nation of Nacho Nyak Dun and any corporation owned or controlled by the First Nation of Nacho Nyak Dun shall pay the same rates for user-pay Local Government Services as are paid by property owners of the Village of Mayo.

**Specific Provision**

- 21.6.1.1 The Yukon shall forgive Property Taxes outstanding as at the Effective Date of this Agreement on Settlement Land of the First Nation of Nacho Nyak Dun outside of the Community Boundary of Mayo.
- 21.6.1.2 The First Nation of Nacho Nyak Dun shall pay the Property Taxes on the Parcel designated as C-23 outstanding as at the Effective Date of this Agreement.

CHAPTER 21 - TAXATION OF SETTLEMENT LAND**Specific Provision**

- 21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the Selkirk First Nation self-government agreement.
- 21.2.5.2 For the purposes of this Agreement, the Community Boundary of Pelly Crossing is as shown on Inset Sketch on Territorial Resource Base Map 115 I/15, dated July 21, 1997, in Appendix B - Maps, which forms a separate volume to this Agreement.
- 21.2.5.3 Unimproved Settlement Land within the Community Boundary of Pelly Crossing shall be exempt from Property Taxes.

**Specific Provision**

- 21.4.1.1 Specific provisions in respect of user-pay Local Government Services shall be set out in the Selkirk First Nation self-government agreement.

**Specific Provision**

- 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.

CHAPTER 21 - TAXATION OF SETTLEMENT LAND**Specific Provision**

- 21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the Ta'an Kwach'an Council self-government agreement.

**Specific Provision**

- 21.4.1.1 Unless otherwise agreed between the Ta'an Kwach'an Council and the City of Whitehorse, the Ta'an Kwach'an Council and any corporation owned and controlled by the Ta'an Kwach'an Council shall pay the same rates for user-pay Local Government Services as are paid by property owners of the City of Whitehorse.

**Specific Provision**

- 21.6.1.1 The Yukon shall forgive Property Taxes outstanding as of the Effective Date of this Agreement on Ta'an Kwach'an Council Settlement Land outside of the Community Boundary of the City of Whitehorse.
- 21.6.1.2 to be discussed



CHAPTER 21 - TAXATION OF SETTLEMENT LAND**Specific Provision**

- 21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the Teslin Tlingit Council self-government agreement.

**Specific Provision**

- 21.4.1.2 Unless otherwise agreed between the Teslin Tlingit Council and the Village of Teslin, the Teslin Tlingit Council and any corporation owned and controlled by the Teslin Tlingit Council shall pay the same rates for user-pay Local Government Services as are paid by property owners of the Village of Teslin.

**Specific Provision**

- 21.6.1.1 The Yukon shall forgive Property Taxes outstanding as of the Effective Date of this Agreement on Teslin Tlingit Council Settlement Land outside of the Community Boundary of Teslin.

CHAPTER 21 - TAXATION OF SETTLEMENT LAND**Specific Provision**

- 21.2.5.1 In addition to the specific provisions set out in this Agreement, specific provisions in respect of Property Taxes are set out in the Tr'ondëk Hwëch'in Self-Government Agreement.

**Specific Provision**

- 21.4.1.1 Unless otherwise agreed between the Tr'ondëk Hwëch'in and the City of Dawson, the Tr'ondëk Hwëch'in and any corporation owned or controlled by the Tr'ondëk Hwëch'in shall pay the same rates for user-pay Local Government Services in respect of Settlement Land within the Community Boundary as are paid by property owners of the City of Dawson.
- 21.4.1.2 For greater certainty, any residence of a Yukon Indian Person which is occupied as a personal residence on Tr'ondëk Hwëch'in Settlement Land within the Community Boundary and which otherwise meets the appropriate criteria shall be deemed to be owner-occupied for the purpose of determining the appropriate rates to be paid for user-pay Local Government Services notwithstanding that the land on which the residence is situated is owned by the Tr'ondëk Hwëch'in or a corporation owned or controlled by the Tr'ondëk Hwëch'in.

21.4.1.3 Any residence of a Yukon Indian Person which is occupied as a personal residence on Tr'ondĕk Hwĕch'in Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner occupied for the purposes of any programs providing rebates of charges for user-pay Local Government Services for which property owners of the City of Dawson are eligible, notwithstanding that title to the lands on which the residence is situated is held by the Tr'ondĕk Hwĕch'in or a corporation owned or controlled by the Tr'ondĕk Hwĕch'in.

**Specific Provision**

21.6.1.1 The Tr'ondĕk Hwĕch'in shall not be liable for any Property Taxes that are outstanding as at the Effective Date of this Agreement in respect of Tr'ondĕk Hwĕch'in Settlement Land situated outside the Community Boundary of the City of Dawson.

(a) For greater certainty, a person who is not a Tr'ondĕk Huch'in and who occupied land prior to the Effective Date of this Agreement that

(i) is situated outside the Community Boundary of the City of Dawson; and

(ii) on Effective Date of this Agreement became Tr'ondĕk Hwĕch'in Settlement Land,

continues to be liable in accordance with the Laws of General Application for Property Taxes outstanding as at the Effective Date of this Agreement.

21.6.1.2 The Tr'ondĕk Hwĕch'in shall pay Property Taxes outstanding as of the Effective Date of this Agreement on Tr'ondĕk Hwĕch'in Settlement Land situated inside the Community Boundary of the City of Dawson.

CHAPTER 21 - TAXATION OF SETTLEMENT LAND**Specific Provision**

- 21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the Vuntut Gwitchin First Nation self-government agreement.
- 21.2.5.2 For the purposes of this Agreement the boundary of the community of Old Crow is as shown on the Territorial Resource Base Map 116 0/12 dated February 11, 1992 and the Old Crow Reference Plan, set out in Appendix B - Maps, which forms a separate volume to this Agreement.
- 21.2.5.3 Unimproved Settlement Land within the community of Old Crow shall be exempt from Property Taxes.

**Specific Provision**

- 21.4.1.1 Unless otherwise agreed by the Yukon and the Vuntut Gwitchin First Nation, the Vuntut Gwitchin First Nation and any corporation owned or controlled by the Vuntut Gwitchin First Nation shall pay the same rates for user-pay Local Government Services as would be paid by property owners in the community of Old Crow.

**Specific Provision**

- 21.6.1.1 The Yukon shall not collect Property Taxes outstanding as at the Effective Date of this Agreement on:
- (a) leases 002, 003, 006, 026 and 027 in Parcel C3A;
  - (b) fee simple lots 1004, 1005, 1006, 1007, 1008 and 1009 in Parcel C-4FS; and
  - (c) lease 007 in Parcel C-5A.

SCHEDULE AECONOMIC MEASURESPART I - SPECIFIC ECONOMIC MEASURES

## 1.0 Government Employment

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 within the Traditional Territory of the Little Salmon/Carmacks First Nation that reflects the aboriginal/non-aboriginal make-up of the population of the Traditional Territory of the Little Salmon/Carmacks First Nation.

1.2 Government shall Consult with the Little Salmon/Carmacks First Nation in developing the plan.

1.3 The plan shall be prepared within two years of the Effective Date of this Agreement.

1.4 Government may consolidate the plan, after Consultation with the Little Salmon/Carmacks 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 the Little Salmon/Carmacks People set out in the plan.

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;
  - 1.6.8 measures to manage the effect of the Government plan on the ability of the Little Salmon/Carmacks 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.
- 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 Little Salmon/Carmacks People and other residents of the Traditional Territory of the Little Salmon/Carmacks First Nation to obtain employment and to receive promotions.
- 2.0 Project Agreements**
- 2.1 For the purposes of 2.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
  - 2.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Little Salmon/Carmacks First Nation which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Little Salmon/Carmacks 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 Little Salmon/Carmacks People;
- 2.3.2 business opportunities for the Little Salmon/Carmacks First Nation or for Little Salmon/Carmacks People, including contracts and the provision of goods and services;
- 2.3.3 investment opportunities for the Little Salmon/Carmacks First Nation including equity purchase; and
- 2.3.4 other measures to mitigate negative socio-economic effects of the Project on the Little Salmon/Carmacks First Nation or Little Salmon/Carmacks 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.
- 2.5 Subject to 12.13.4, where the Little Salmon/Carmacks First Nation has jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Little Salmon/Carmacks First Nation which is reviewed by a panel of YDAB, the Little Salmon/Carmacks First Nation may require in the Decision Document that the Project proponent and the Little Salmon/Carmacks First Nation negotiate a Project agreement.
- 2.6 Project agreements referred to in 2.5 may include:
- 2.6.1 employment opportunities for Little Salmon/Carmacks People;
- 2.6.2 business opportunities for the Little Salmon/Carmacks First Nation or for Little Salmon/Carmacks People, including contracts and the provision of goods and services;
- 2.6.3 investment opportunities for the Little Salmon/Carmacks First Nation including equity purchase; and
- 2.6.4 other measures to mitigate negative socio-economic effects of the Project on the Little Salmon/Carmacks First Nation or Little Salmon/Carmacks People.



2.7 At the request of the Little Salmon/Carmacks First Nation and the Project proponent, the Yukon may agree to be a party to the negotiation of a Project agreement.

### 3.0 Regional Economic Development Plan

3.1 No later than one year after the Effective Date of this Agreement, Government and the Little Salmon/Carmacks First Nation shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of the Little Salmon/Carmacks First Nation.

3.2 Government and the Little Salmon/Carmacks First Nation shall provide the opportunity to involve the Village of Carmacks, existing commercial and industrial interests within the Traditional Territory of the Little Salmon/Carmacks First Nation, and other residents of the Traditional Territory of the Little Salmon/Carmacks 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation;

- 3.3.5 recommend measures to integrate the Little Salmon/Carmacks First Nation economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan for the Traditional Territory of the Little Salmon/Carmacks First Nation;
- 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 Little Salmon/Carmacks First Nation should take to implement the regional economic development plan;
- 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation or Little Salmon/Carmacks People from accessing or making use of economic development programs of general application available to a Yukon resident or a Canadian citizen; or

3.5.2 restrict access by Little Salmon/Carmacks People to any other employment or training position available outside the Traditional Territory of the Little Salmon/Carmacks First Nation.

#### 4.0 Economic Development Agreements

4.1 Government may enter into economic development agreements with the Little Salmon/Carmacks First Nation which provide:

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

4.1.2 for the participation of the Little Salmon/Carmacks 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation, consistent with the ability of the Little Salmon/Carmacks 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 Little Salmon/Carmacks 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.

#### 5.0 Strategic Investments

5.1 In 5.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"Little Salmon/Carmacks First Nation's Share" means the share, expressed as a percentage, which the Little Salmon/Carmacks First Nation proposes to acquire in the Proponent's Share in a Project, pursuant to the exercise of the option described in 5.2.

"Project" means a non-renewable resource or hydro-electric project in the Traditional Territory of the Little Salmon/Carmacks First Nation, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

5.2 The Little Salmon/Carmacks First Nation shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

5.3 Unless the Proponent and the Little Salmon/Carmacks First Nation otherwise agree:

5.3.1 the Little Salmon/Carmacks First Nation shall pay for the acquisition of its interest in a Project by:

- 5.3.1.1 paying an amount equal to the Little Salmon/Carmacks First Nation's Share of the Proponent's Share of the Equity Cost of the Project;
- 5.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Little Salmon/Carmacks First Nation's share of the Proponent's Share of the liability under such financing; and
- 5.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Little Salmon/Carmacks First Nation shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 5.4 Subject to 5.5 and 5.6, and after notice has been given under 5.7.2, the Proponent and the Little Salmon/Carmacks First Nation, at the request of the Little Salmon/Carmacks First Nation, shall negotiate the terms and conditions of the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation an offer setting out all the proposed terms and conditions of the Little Salmon/Carmacks 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation under 5.0 for that Project.
- 5.7 The Proponent shall, as soon as practicable:
- 5.7.1 give notice to the Little Salmon/Carmacks First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Little Salmon/Carmacks First Nation; and



- 5.7.2 give notice to the Little Salmon/Carmacks First Nation of receipt of all regulatory approvals required to start construction of a Project.
- 5.8 Nothing in 5.2 shall be construed to prevent the Little Salmon/Carmacks First Nation from entering into an agreement to acquire an additional interest in a Project.
- 5.9 Unless otherwise agreed by all the parties owning an interest in a Project, the Little Salmon/Carmacks First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 5.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 5.10 The Proponent may exercise the first right to purchase set out in 5.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Little Salmon/Carmacks First Nation in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 5.11 For greater certainty, nothing in 5.0 shall be construed to prevent the Little Salmon/Carmacks First Nation from exercising the option described in 5.2 through the agency of a corporation which it owns or controls.
- 5.11.1 If the Little Salmon/Carmacks First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, the provision of 5.0 shall apply to that corporation as if it was the Little Salmon/Carmacks First Nation.
- 5.11.2 If the Little Salmon/Carmacks First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.

5.12 Nothing in 5.0 shall be construed to prevent the Little Salmon/Carmacks First Nation and the Yukon, its agencies and corporations from entering into an agreement whereby the Little Salmon/Carmacks First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.

5.12.1 Unless the Little Salmon/Carmacks First Nation and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Little Salmon/Carmacks First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

5.13 Nothing in 5.0 shall be construed to prevent the Little Salmon/Carmacks First Nation from entering into an agreement with Government its agencies or corporations to build or develop a non-renewable resource development or hydro-electric project.

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 Drury Lake/Creek, the Little Salmon/Carmacks 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.



## 6.0 Campgrounds

- 6.1 In 6.0, "Campground" means an area within the Traditional Territory of the Little Salmon/Carmacks First Nation operated by the Yukon as a place for camping by the public.
- 6.2 If the Yukon decides to offer to another Person the opportunity to operate one or more Campgrounds, it shall first offer the opportunity to operate one such Campground to the Little Salmon/Carmacks First Nation in the following manner:
- 6.2.1 the Yukon shall provide written notice to the Little Salmon/Carmacks First Nation setting out the terms and conditions upon which the identified Campground is to be operated and shall invite the Little Salmon/Carmacks First Nation to operate the Campground on those terms and conditions;
- 6.2.2 if the Little Salmon/Carmacks First Nation does not accept, in writing, the invitation referred to in 6.2.1 within 60 days of its receipt, it shall be deemed to have declined the offer and the Yukon may offer the opportunity to operate the Campground to the public upon the same terms and conditions as offered to the Little Salmon/Carmacks First Nation; and
- 6.2.3 if no other Person accepts the public offer referred to in 6.2.2, the Yukon may invite the Little Salmon/Carmacks First Nation to operate the Campground on new terms and conditions but in accordance with the procedure set out in 6.2.1 and 6.2.2.
- 6.3 Upon acceptance by the Little Salmon/Carmacks First Nation of Government's invitation to operate a Campground, the provisions of 6.2 shall cease to be of any force or effect.
- 6.4 For greater certainty, nothing in 6.0 shall be construed to prevent the Little Salmon/Carmacks First Nation from operating additional Campgrounds accepted through an offer to the public.

**7.0 Boards**

- 7.1 The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 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.
- 7.2 Nothing in 7.1 shall be construed to mean that a criterion for employment of Little Salmon/Carmacks People shall be the determining criterion in awarding any contract.

**8.0 Agreements**

- 8.1 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.
- 8.2 An agreement referred to in 8.1 shall state whether, and if so, to what extent, the agreement is binding on the parties to the Agreement.
- 8.3 Nothing in this Agreement shall be construed to limit the ability of the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation, in a manner which is consistent with the culture, values and identity of the Little Salmon/Carmacks First Nation.

SCHEDULE AECONOMIC MEASURESPART II - ALLOCATION OF LICENCES, PERMITS, AND CONCESSIONS

## 1.0 Commercial Freshwater Fish

1.1 The Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation as follows:

1.1.1 Government shall offer to the Little Salmon/Carmacks First Nation any new licences or permits in respect of commercial freshwater fishing until the Little Salmon/Carmacks First Nation and Little Salmon/Carmacks Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Little Salmon/Carmacks First Nation.

## 2.0 Commercial Wilderness Adventure Travel

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

### 3.0 Commercial Freshwater Sports Fishing

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

#### 4.0 Conditions

- 4.1 Government shall Consult with the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation.
- 4.2 Government shall Consult with the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation.
- 4.3 In making a decision referred to in 4.2 and in responding to a recommendation pursuant to 4.4, Government shall consider the following:
- 4.3.1 the number of existing operations in the sector of the industry referred to in 1.0, 2.0 and 3.0 in respect of which the placing of a limit or the varying of an existing limit upon the number of licences or permits to be issued in the Traditional Territory of the Little Salmon/Carmacks First Nation is being considered;



- 4.3.2 the capacity of that sector to accommodate additional operations, including the Little Salmon/Carmacks First Nation and Little Salmon/Carmacks Firms;
- 4.3.3 whether a delay in placing a limit or varying an existing limit upon the number of licences or permits to be issued in respect of that sector would affect the ability of the Little Salmon/Carmacks First Nation and Little Salmon/Carmacks Firms together to acquire 25 percent of the licences or permits to be issued;
- 4.3.4 the objectives of this chapter; and
- 4.3.5 such other matters as to which the parties may agree.
- 4.4 The Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation pursuant to 4.4, respond in writing to the Little Salmon/Carmacks First Nation, giving reasons for any decision made in respect of that recommendation.
- 4.6 The Little Salmon/Carmacks First Nation may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to the Little Salmon/Carmacks First Nation pursuant to 1.0, 2.0 or 3.0.

- 4.7 The Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation under 1.0, 2.0 or 3.0.
- 4.9 When the Little Salmon/Carmacks 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation pursuant to these provisions where the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation or a Little Salmon/Carmacks 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.
- 5.0 Outfitting Concession**
- 5.1 The Little Salmon/Carmacks First Nation shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of the Little Salmon/Carmacks 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 Little Salmon/Carmacks First Nation of that fact and of the terms and conditions upon which that concession might be acquired.

5.1.2 The Little Salmon/Carmacks 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 Little Salmon/Carmacks 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.

CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES**Specific Provision**

- 22.3.2.4 identify opportunities for the First Nation of Nacho Nyak Dun in harvesting activities and opportunities for the First Nation of Nacho Nyak Dun to make investments in the areas described in 22.3.3.4.

**Specific Provision**

- 22.3.3.5 The specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

**Specific Provision**

- 22.3.6.1 The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

SCHEDULE AECONOMIC MEASURESPART I - SPECIFIC ECONOMIC MEASURES

- 1.0 Government Employment
- 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 within the Traditional Territory of the First Nation of Nacho Nyak Dun that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.
- 1.2 Government shall Consult with the First Nation of Nacho Nyak Dun in developing the plan.
- 1.3 The plan shall be prepared within two years of the Effective Date of this Agreement.
- 1.4 Government may consolidate the plan, after Consultation with the First Nation of Nacho Nyak Dun, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Nacho Nyak Dun set out in the plan.
- 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;
  - 1.6.8 measures to manage the effect of the Government plan on the ability of the First Nation of Nacho Nyak Dun 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.
- 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 residents of the First Nation of Nacho Nyak Dun Traditional Territory to obtain employment and to receive promotions.
- 2.0 Project Agreements**
- 2.1 For the purposes of 2.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
- 2.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the First Nation of Nacho Nyak Dun which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the developer, the First Nation of Nacho Nyak Dun and the Yukon negotiate a Project agreement.
- 2.3 Project agreements referred to in 2.2 may include:
- 2.3.1 employment opportunities for Nacho Nyak Dun;
  - 2.3.2 business opportunities for the First Nation of Nacho Nyak Dun or for Nacho Nyak Dun, including contracts and the provision of goods and services;

2.3.3 investment opportunities for the First Nation of Nacho Nyak Dun including equity purchase; and

2.3.4 other measures to mitigate negative socio-economic effects of the Project on the First Nation Nacho Nyak Dun or Nacho Nyak Dun.

2.4 The provisions in 2.2 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of 2.2.

### 3.0 Regional Economic Development Plan

3.1 No later than one year after the Effective Date of this Agreement, Government and the First Nation of Nacho Nyak Dun shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of the First Nation of Nacho Nyak Dun.

3.2 Government and the First Nation of Nacho Nyak Dun shall provide the opportunity to involve the Village of Mayo, existing commercial and industrial interests within the Traditional Territory of the First Nation of Nacho Nyak Dun, and other residents of the Traditional Territory of the First Nation of Nacho Nyak Dun 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 First Nation of the Nacho Nyak Dun;

3.3.2 assess the potential for development in the areas of communication, culture, transportation, agriculture, renewable and non-renewable resources and tourism in the Traditional Territory of the First Nation of Nacho Nyak Dun;

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 First Nation of Nacho Nyak Dun;

- 3.3.5 recommend measures to integrate the First Nation of Nacho Nyak Dun economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan for the Traditional Territory of the First Nation of Nacho Nyak Dun;
- 3.3.6 recommend measures to integrate the regional economic development plan with the overall Yukon economy strategy;
- 3.3.7 recommend actions which Government and the First Nation of Nacho Nyak Dun should take to implement the regional economic development plan;
- 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 First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun from accessing or making use of economic development programs of general application available to a Yukon resident or a Canadian citizen; or
- 3.5.2 restrict access by Nacho Nyak Dun to any other employment or training position available outside the Traditional Territory of the First Nation of Nacho Nyak Dun.



- 4.0      **Economic Development Agreements**
- 4.1      Government may enter into economic development agreements with the First Nation of Nacho Nyak Dun which provide:
- 4.1.1      technical and financial assistance for economic development purposes to residents of the Traditional Territory of the First Nation of Nacho Nyak Dun and to organizations, businesses and corporations owned by those residents, Nacho Nyak Dun or the First Nation of Nacho Nyak Dun;
- 4.1.2      for the participation of the First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun, consistent with the ability of the First Nation of Nacho Nyak Dun to contribute; and
- 4.3.3      may provide for a financial contribution by Government for the purposes of the agreements.
- 4.4      The First Nation of Nacho Nyak Dun 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.

**5.0 Strategic Investments**

5.1 In 5.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"First Nation of Nacho Nyak Dun's Share" means the share, expressed as a percentage, which the First Nation of Nacho Nyak Dun proposes to acquire in the Proponent's Share in a Project, pursuant to the exercise of the option described in 5.2.

"Project" means a non-renewable resource or hydro-electric project in the Traditional Territory of the First Nation of Nacho Nyak Dun, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage of the Proponent in a Project.

5.2 The First Nation of Nacho Nyak Dun shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

5.3 Unless the Proponent and the First Nation of Nacho Nyak Dun otherwise agree:

5.3.1 the First Nation of Nacho Nyak Dun shall pay for the acquisition of its interest in a Project by:

5.3.1.1 paying an amount equal to the First Nation of Nacho Nyak Dun's Share of the Proponent's Share of the Equity Cost of the Project;

5.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the First Nation of Nacho Nyak Dun's share of the Proponent's Share of the liability under such financing; and

- 5.3.2 the other terms and conditions of the acquisition of its interest in the Project by the First Nation of Nacho Nyak Dun shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 5.4 Subject to 5.5 and 5.6, and after notice has been given under 5.7.2, the Proponent and the First Nation of Nacho Nyak Dun, at the request of the First Nation of Nacho Nyak Dun, shall negotiate the terms and conditions of the First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun an offer setting out all the proposed terms and conditions of the First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun under 5.0 for that Project.
- 5.7 The Proponent shall, as soon as practicable:
- 5.7.1 give notice to the First Nation of Nacho Nyak Dun of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the First Nation of Nacho Nyak Dun; and
- 5.7.2 give notice to the First Nation of Nacho Nyak Dun of receipt of all regulatory approvals required to start construction of a Project.
- 5.8 Nothing in 5.2 shall be construed to prevent the First Nation of Nacho Nyak Dun from entering into an agreement to acquire an additional interest in a Project.

- 5.9 Unless otherwise agreed by all the parties owning an interest in a Project, the First Nation of Nacho Nyak Dun, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 5.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 5.10 The Proponent may exercise the first right to purchase set out in 5.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the First Nation of Nacho Nyak Dun in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 5.11 Nothing in 5.0 shall be construed to prevent the First Nation of Nacho Nyak Dun and the Yukon, its agencies and corporations from entering into an agreement whereby the First Nation of Nacho Nyak Dun acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.
- 5.11.1 Unless the First Nation of Nacho Nyak Dun and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the First Nation of Nacho Nyak Dun acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

**6.0 Boards**

6.1 The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 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 Nacho Nyak Dun employment shall be the determining criterion in awarding any contract.

**7.0 Agreements**

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.

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 First Nation of Nacho Nyak Dun 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 First Nation of Nacho Nyak Dun, in a manner which is consistent with the culture, values and identity of the First Nation of Nacho Nyak Dun.



SCHEDULE AECONOMIC MEASURESPART II - ALLOCATION OF LICENCES, PERMITS, OR GRANTS**1.0 Commercial Freshwater Fish**

- 1.1 The First Nation of Nacho Nyak Dun shall have the right of first refusal to acquire new commercial freshwater fishing permits or licences in the Traditional Territory of the First Nation of Nacho Nyak Dun until the First Nation of Nacho Nyak Dun and Nacho Nyak Dun Firms together have been allocated 25 percent of the commercial freshwater fish quota in the First Nation of Nacho Nyak Dun Traditional Territory.

**2.0 Commercial Wilderness Adventure Travel**

- 2.1 If Government establishes a quota for a sector of the commercial wilderness adventure travel industry in the Traditional Territory of the First Nation of Nacho Nyak Dun, the First Nation of Nacho Nyak Dun shall have a right of first refusal to acquire new licences or permits as follows:

2.1.1 in the first year that Government establishes a quota, Government shall offer to the First Nation of Nacho Nyak Dun in its Traditional Territory:

2.1.1.1 the number of permits or licences equal to 25 percent of the quota established by Government less the number of permits or licences which are required to allow existing operations which are held by a Nacho Nyak Dun Firm to operate at their then existing level, or

2.1.1.2 the number of permits or licences which remains after the then existing operators in the Traditional Territory of the First Nation of Nacho Nyak Dun have received the permits or licences which 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 First Nation of Nacho Nyak Dun any new licences or permits issued by Government from time to time until the First Nation of Nacho Nyak Dun and Nacho Nyak Dun Firms together have been allocated 25 percent of the quota in effect from time to time.

### 3.0 Commercial Freshwater Sports Fishing

3.1 If Government establishes a quota for the commercial freshwater sports fishing industry in the Traditional Territory of the First Nation of Nacho Nyak Dun, the First Nation of Nacho Nyak Dun shall have a right of first refusal to acquire new licences or permits as follows:

3.1.1 in the first year that Government establishes a quota, Government shall offer to the First Nation of Nacho Nyak Dun:

3.1.1.1 the number of permits or licences equal to 25 percent of the quota established by Government, less the number of licences or permits which are required to allow existing operations which are held by Nacho Nyak Dun Firms to operate at their then existing level, or

3.1.1.2 the number of licences or permits which remains after the then existing operators in the Traditional Territory of the First Nation of Nacho Nyak Dun have received the licences or permits which 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 First Nation of Nacho Nyak Dun any new licences or permits issued by Government from time to time until the First Nation of Nacho Nyak Dun and Nacho Nyak Dun Firms together have been allocated 25 percent of the quota in effect from time to time.



**4.0 Conditions**

4.1 Government shall Consult with the First Nation of Nacho Nyak Dun in deciding whether a limit, and if so, what limit, should be placed on the number of permits or licences, and on terms and conditions, if any, that should apply to those permits or licences for a sector of the commercial wilderness adventure travel industry or for commercial freshwater sports fishing in the Traditional Territory of the First Nation of Nacho Nyak Dun.

4.1.1 In making a decision referred to in 4.1 and in responding to a recommendation pursuant to 4.4, Government shall consider, and shall Consult with the First Nation of Nacho Nyak Dun regarding:

4.1.1.1 the number of existing operators in the sector for which a quota or other limit is being considered;

4.1.1.2 the capacity of that sector to accommodate additional operators, including the First Nation of Nacho Nyak Dun and Nacho Nyak Dun Firms;

4.1.1.3 whether a delay in introducing a quota or other limit would affect the ability of the First Nation of Nacho Nyak Dun and Nacho Nyak Dun Firms together to hold 25 percent of the quota;

4.1.1.4 the objectives of this chapter; and

4.1.1.5 such other matters as the parties may agree.

4.2 The First Nation of Nacho Nyak Dun may enter into joint ventures or other arrangements with other Persons to use a permit or licence allocated to the First Nation of Nacho Nyak Dun pursuant to 1.0, 2.0 or 3.0.

4.3 The First Nation of Nacho Nyak Dun may, in writing, giving reasons, recommend to the Minister the establishment of a requirement for licences or permits pursuant to 2.1 or 3.1, or the offer of new licences or permits pursuant to 2.1.2 or 3.1.2.

- 4.4 The Minister shall, within 90 days of receiving a recommendation from the First Nation of Nacho Nyak Dun pursuant to 4.3, respond in writing to the First Nation of Nacho Nyak Dun, giving reasons for any decision made pursuant to that recommendation.
- 4.5 The First Nation of Nacho Nyak Dun shall apply to Government within one year of the offer of a licence or permit under 1.0, 2.0, or 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.6 A licence or permit in respect of which a right of first refusal has lapsed under 4.5 shall not be considered a licence or permit offered to the First Nation of Nacho Nyak Dun under 1.0, 2.0, or 3.0.
- 4.7 When the First Nation of Nacho Nyak Dun applies for a licence or permit pursuant to 4.5 and satisfies the requirements which otherwise apply to obtaining that licence or permit, Government shall issue the licence or permit to the First Nation of Nacho Nyak Dun.
- 4.8 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 licences or permits required to be offered under 1.0, 2.0, and 3.0.
- 4.9 Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace any licence or permit obtained by the First Nation of Nacho Nyak Dun under these provisions which licence or permit the First Nation of Nacho Nyak Dun has sold or assigned.
- 4.10 Nothing in this schedule shall be construed to limit the First Nation of Nacho Nyak Dun participation in commercial freshwater fishing, commercial freshwater sports fishing or any sector of the commercial wilderness adventure travel industry to 25 percent of any quota.
- 4.11 The right of first refusal pursuant to 1.0, 2.0, 3.0 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of those provisions.

- 5.0            **Outfitting Concession**
- 5.1            The First Nation of Nacho Nyak Dun shall have the right of first refusal to acquire the first outfitting concession which may be established in the Traditional Territory of the First Nation of Nacho Nyak Dun after the Effective Date of this Agreement.
- 5.1.1          Upon establishing a new outfitting concession in the Traditional Territory of the First Nation of Nacho Nyak Dun, Government shall give notice in writing to the First Nation of Nacho Nyak Dun of the establishment of that concession and of the terms and conditions upon which that concession may be acquired.
- 5.1.2          The First Nation of Nacho Nyak Dun shall exercise the right of first refusal set out in 5.1 at any time during 90 days from the date it receives the notice referred to in 5.1.1 by advising Government, in writing, of its intention to exercise the right.
- 5.1.3          If the First Nation of Nacho Nyak Dun fails to advise Government in writing within 90 days of receiving the notice referred to in 5.1.1 whether it is exercising that right, it shall be deemed to have given notice that it is not exercising that right.
- 5.2            The sale, transfer or assignment of any existing outfitting concession within the Traditional Territory of the First Nation of Nacho Nyak Dun or the realignment of the borders of any existing outfitting concession within the Traditional Territory of the First Nation of Nacho Nyak Dun shall not be considered a new outfitting concession for the purposes of 5.0.
- 5.3            The right of first refusal set out in 5.1 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the application of that provision.

CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES

**Specific Provision**

22.3.3.5 The specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

**Specific Provision**

22.3.6.1 The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

SCHEDULE AECONOMIC MEASURESPART I - SPECIFIC ECONOMIC MEASURES**1.0 Government Employment**

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.

1.4 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.

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;
  - 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.
- 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.
- 2.0 Project Agreements**
- 2.1 For the purposes of 2.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
- 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.
- 3.0 Regional Economic Development Plan**
- 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;
- 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.

**4.0 Economic Development Agreements**

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.

## 5.0 Strategic Investments

5.1 In 5.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"Selkirk First Nation's Share" means the share, expressed as a percentage, which the Selkirk First Nation proposes to acquire in the Proponent's Share in a Project, pursuant to the exercise of the option described in 5.2.

"Project" means a non-renewable resource or hydro-electric project in the Traditional Territory of the Selkirk First Nation, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

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.

5.3 Unless the Proponent and the Selkirk First Nation otherwise agree:

5.3.1 the Selkirk First Nation shall pay for the acquisition of its interest in a Project by:

5.3.1.1 paying an amount equal to the Selkirk First Nation's Share of the Proponent's Share of the Equity Cost of the Project;

5.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Selkirk First Nation's share of the Proponent's Share of the liability under such financing; and

- 5.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Selkirk First Nation shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 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.
- 5.8 Nothing in 5.2 shall be construed to prevent the Selkirk First Nation from entering into an agreement to acquire an additional interest in a Project.

- 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.
- 5.11 For greater certainty, nothing in 5.0 shall be construed to prevent the Selkirk First Nation from exercising the option described in 5.2 through the agency of a corporation which it owns or controls.
- 5.11.1 If the Selkirk First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, the provisions of 5.0 shall apply to that corporation as if it was the Selkirk First Nation.
- 5.11.2 If the Selkirk First Nation chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.
- 5.12 Nothing in 5.0 shall be construed to prevent the Selkirk First Nation and the Yukon, its agencies and corporations from entering into an agreement whereby the Selkirk First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure which addition or improvement did not exist at the Effective Date of this Agreement.

- 5.12.1 Unless the Selkirk First Nation and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Selkirk First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure which addition or improvement did not exist at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.
- 5.13 Nothing in 5.0 shall be construed to prevent the Selkirk First Nation from entering into an agreement with Government its agencies or corporations to build or develop a non-renewable resource development or hydro-electric project.
- 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.



- 5.14.1 The economic opportunities agreement shall include specific economic opportunities for the Selkirk First Nation, Selkirk People and Selkirk Firms including:
- 5.14.1.1 access to employment and contracting opportunities;
  - 5.14.1.2 opportunities for the provision of goods and services; and
  - 5.14.1.3 other measures designed to mitigate negative socio-economic effects of the hydro-electric or water storage project at Granite Canyon on the Selkirk First Nation and Selkirk People.
- 5.14.2 The economic opportunities agreement may include provisions for the equity participation of the Selkirk First Nation or Selkirk Firms in the 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.

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.

5.17 Nothing contained in 5.14, 5.15 and 5.16 shall prejudice the rights of the Selkirk First Nation to compensation for expropriation under Chapter 7 - Expropriation of this Agreement.

#### **6.0 Boards**

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.

#### **7.0 Agreements**

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.

#### 8.0 Airstrips

8.1 In 8.0, the following definitions shall apply.

"Lots" means parcels of land within the Pelly Airstrip Reserve or the Minto Airstrip Reserve.

"Pelly Airstrip Reserve" means the area shown on Sketch 2 on 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.

8.2 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.
- 8.3 Nothing in 8.0 shall be construed to prevent the Selkirk First Nation from acquiring Lots through any public process.
- 8.4 The Yukon shall Consult with the Selkirk First Nation in the planning and design of Lots.

SCHEDULE AECONOMIC MEASURESPART II - ALLOCATION OF LICENSES, PERMITS, AND CONCESSIONS

## 1.0 Commercial Freshwater Fish

1.1 The Selkirk First Nation shall have the right of first refusal to acquire licenses 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 licenses 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.

## 2.0 Commercial Wilderness Adventure Travel

2.1 If Government places a limit upon the number of licenses 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 licenses 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 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, or

2.1.1.2 the number of licenses or permits that remain after the then existing operations in the Traditional Territory of the Selkirk First Nation have been issued the licenses 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 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.

### 3.0 Commercial Freshwater Sports Fishing

3.1 If Government places a limit upon the number of licenses 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 licenses 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 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, or

3.1.1.2 the number of licenses or permits that remain after the then existing operations in the Traditional Territory of the Selkirk First Nation have been issued the licenses 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 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.
- 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.
- 4.0 Conditions**
- 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.
- 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 licenses 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.
- 4.3 In making a decision referred to in 4.2 and in responding to a recommendation pursuant to 4.4, Government shall consider the following:



- 4.3.1 the number of existing operations in the sector of the industry referred to in 1.0, 2.0 and 3.0 in respect of which the placing of a limit or the varying of an existing limit upon the number of licenses or permits to be issued in the Traditional Territory of the Selkirk First Nation is being considered;
  - 4.3.2 the capacity of that sector to accommodate additional operators, including the Selkirk First Nation and Selkirk Firms;
  - 4.3.3 whether a delay in placing a limit or varying an existing limit upon the number of licenses or permits to be issued in respect of that sector would affect the ability of the Selkirk First Nation and Selkirk Firms together to acquire 25 percent of the licenses or permits to be issued;
  - 4.3.4 the objectives of this chapter; and
  - 4.3.5 such other matters as to which the parties may agree.
- 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 licenses 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.
- 4.6 The Selkirk First Nation may enter into joint ventures or other arrangements with other persons to use the licenses or permits issued to the Selkirk First Nation pursuant to 1.0, 2.0 or 3.0.



- 4.7 The Selkirk First Nation shall apply to Government within one year of the offer of a license or permit referred to in 1.0, 2.0 and 3.0, failing which the right of first refusal for that license or permit shall lapse.
- 4.8 A license or permit in respect of which a right of first refusal has lapsed under 4.7 shall not be considered a license 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 license or permit in accordance with 4.7 and satisfies the requirements that otherwise apply to obtaining such a license or permit, Government shall issue that license or permit to the Selkirk First Nation.
- 4.10 A renewal or assignment of a license or permit shall not be considered a new license or permit for the purpose of the calculation of the number of licenses 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 license or permit obtained by the Selkirk First Nation pursuant to these provisions where the Selkirk First Nation has sold or assigned that license 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 licenses 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.

#### 5.0 Outfitting Concession

- 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.

CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES**Specific Provision**

22.3.1.1 The plan referred to in 22.3.1 for the Ta'an Kwach'an Council shall:

- (a) be completed within three years of the Effective Date of this Agreement;
- (b) be prepared, to the extent practicable, in the City of Whitehorse; and
- (c) involve the participation of Ta'an Kwach'an.

**Specific Provision**

22.3.3.5 The specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

**Specific Provision**

22.3.6.1 The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

SCHEDULE AECONOMIC MEASURESPART I - SPECIFIC ECONOMIC MEASURES**1.0 Project Agreements**

- 1.1 For the purposes of 1.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
- 1.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Ta'an Kwach'an Council Traditional Territory which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the developer, the Ta'an Kwach'an Council and the Yukon negotiate a Project agreement.
- 1.3 Project agreements referred to in 1.2 may include:
- 1.3.1 employment opportunities for Ta'an Kwach'an;
  - 1.3.2 business opportunities for the Ta'an Kwach'an Council or for Ta'an Kwach'an, including contracts and the provision of goods and services;
  - 1.3.3 investment opportunities for the Ta'an Kwach'an Council, including equity purchase; and
  - 1.3.4 other measures to mitigate negative socio-economic effects of the Project on the Ta'an Kwach'an Council or on Ta'an Kwach'an.
- 1.4 The provisions in 1.2 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of 1.2.

**2.0 Strategic Investments**

- 2.1 In 2.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"Project" means a non-renewable resource or hydro-electric project in the Ta'an Kwach'an Council Traditional Territory, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

"Ta'an Kwach'an Council's Share" means the share, expressed as a percentage, which the Ta'an Kwach'an Council proposes to acquire in the Proponent's Share of a Project, pursuant to the exercise of the option described in 2.2.

2.2 The Ta'an Kwach'an Council shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

2.3 Unless the Proponent and the Ta'an Kwach'an Council otherwise agree:

2.3.1 the Ta'an Kwach'an Council shall pay for the acquisition of its interest in a Project by:

2.3.1.1 paying an amount equal to the Ta'an Kwach'an Council's Share of the Proponent's Share of the Equity Cost of the Project, and

2.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Ta'an Kwach'an Council's Share of the Proponent's Share of the liability under such financing and,

2.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Ta'an Kwach'an Council shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.



- 2.4 Subject to 2.5 and 2.6, and after notice has been given under 2.7.2, the Proponent and the Ta'an Kwach'an Council, at the request of the Ta'an Kwach'an Council, shall negotiate the terms and conditions of the Ta'an Kwach'an Council acquiring its interest in a Project.
- 2.5 At any time at least 270 days after notice has been given under 2.7.2, the Proponent may provide in writing to the Ta'an Kwach'an Council an offer setting out all the proposed terms and conditions of the Ta'an Kwach'an Council acquiring its interest pursuant to 2.2 in the Project.
- 2.6 The offer referred to in 2.5 shall be open for acceptance by the Ta'an Kwach'an Council for 30 days, and, failing acceptance of the offer, the option described in 2.2 shall lapse, and the Proponent shall have no further obligation to the Ta'an Kwach'an Council under 2.0 for that Project.
- 2.7 The Proponent shall, as soon as practicable:
- 2.7.1 give notice to the Ta'an Kwach'an Council of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Ta'an Kwach'an Council; and
  - 2.7.2 give notice to the Ta'an Kwach'an Council of receipt of all regulatory approvals required in order to start construction of a Project.
- 2.8 Nothing in 2.2 shall be construed to prevent the Ta'an Kwach'an Council from entering into an agreement to acquire an additional interest in a Project.



- 2.9 Unless otherwise agreed to by all the parties owning an interest in a Project, the Ta'an Kwach'an Council, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 2.2, 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 at the price and on the terms set out in the offer.
- 2.10 The Proponent may exercise the first right to purchase set out in 2.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Ta'an Kwach'an Council in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 2.11 Nothing in 2.0 shall be construed to prevent the Ta'an Kwach'an Council and the Yukon, its agencies and corporations from entering into an agreement whereby the Ta'an Kwach'an Council acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.
- 2.11.1 Unless the Ta'an Kwach'an Council and the Yukon, its agent or corporation, otherwise agree, the terms and conditions upon which the Ta'an Kwach'an Council acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

**3.0 Boards**

3.1 The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 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.

3.2 Nothing in 3.1 shall be construed to mean that a criterion for Ta'an Kwach'an employment shall be the determining criterion in awarding any contract.

**4.0 Government Employment**

4.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:

4.1.1 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

4.1.2 a representative public service located within the Ta'an Kwach'an Council Traditional Territory that reflects the aboriginal/non-aboriginal make-up of the population of the Ta'an Kwach'an Council Traditional Territory.

4.2 Government shall Consult with the Ta'an Kwach'an Council in developing the plan.

4.3 The plan shall be prepared within two years of the Effective Date of this Agreement.

4.4 Government may consolidate the plan, after Consultation with the Ta'an Kwach'an Council, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Ta'an Kwach'an Council set out in the plan.

- 4.5 The plan shall provide for periodic review.
- 4.6 The plan shall address:
- 4.6.1 training;
  - 4.6.2 public information;
  - 4.6.3 counselling;
  - 4.6.4 work place support;
  - 4.6.5 targeted recruiting;
  - 4.6.6 the designation of positions to be held by aboriginal people;
  - 4.6.7 preferences in hiring;
  - 4.6.8 measures to manage the effect of the Government plan on the ability of the Ta'an Kwach'an Council to recruit and retain qualified employees; and
  - 4.6.9 such other measures as may reasonably contribute to achieving the goal of a representative public service.
- 4.7 Government shall review job descriptions and other requirements for public service positions to ensure that:
- 4.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
  - 4.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for residents of the Ta'an Kwach'an Council Traditional Territory to obtain employment and to receive promotions.
- 5.0 **Economic Development Agreements**
- 5.1 Government may enter into economic development agreements with the Ta'an Kwach'an Council which provide:

- 5.1.1 technical and financial assistance for economic development purposes to residents of the Ta'an Kwach'an Council Traditional Territory and to organizations, businesses and corporations owned by those residents;
- 5.1.2 for the participation of the Ta'an Kwach'an Council in the planning, management, administration and decision making of those programs and services; and
- 5.1.3 for measures to implement recommendations of the Traditional Territory economic development plan.
- 5.2 Economic development agreements referred to in 5.1:
- 5.2.1 shall describe the purposes for which technical and financial assistance may be used;
- 5.2.2 may provide for a financial contribution by the Ta'an Kwach'an Council consistent with the ability of the Ta'an Kwach'an Council to contribute; and
- 5.2.3 may provide for a financial contribution by Government, for the purpose of the agreement.
- 5.3 The Ta'an Kwach'an Council shall have the right to 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 5.1.
- 6.0 Traditional Territory Economic Development Plan**
- 6.1 At any time within five years of the Effective Date of this Agreement, the Ta'an Kwach'an Council may request Government to jointly undertake with the Ta'an Kwach'an Council, the preparation of an economic development plan for the Ta'an Kwach'an Council Traditional Territory.

- 6.2 Government and the Ta'an Kwach'an Council shall provide the opportunity to involve the City of Whitehorse and other residents of the Ta'an Kwach'an Council Traditional Territory in the preparation of any such economic development plan.
- 6.3 In the event an economic development plan is prepared in accordance with this section, it shall:
- 6.3.1 examine the state of the economy in the Ta'an Kwach'an Council Traditional Territory;
  - 6.3.2 recommend measures to integrate the Ta'an Kwach'an Council economic development opportunities plan required pursuant to 22.3.1 with an overall economic development strategy for the Ta'an Kwach'an Council Traditional Territory;
  - 6.3.3 recommend priorities for economic development in the Ta'an Kwach'an Council Traditional Territory;
  - 6.3.4 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - 6.3.5 recommend measures to integrate the economic development plan with other relevant economic plans and strategies including any economic plans and strategies prepared by or on behalf of Government;
  - 6.3.6 recommend actions which Government and the Ta'an Kwach'an Council should take in order to implement the economic development plan;
  - 6.3.7 provide for periodic review and evaluation of the economic development plan;
  - 6.3.8 recommend a process of amendment for the economic development plan; and

6.3.9 recommend whether limits or other restrictions are required for commercial activities within the scope of 2.0, 3.0 or 4.0 of Part II of this schedule, and, if limits or other restrictions are required, recommend what those limits or restrictions should be.

6.4 Nothing in 6.1, 6.2 and 6.3 shall be construed to impose on Government or the Ta'an Kwach'an Council an obligation to implement the recommendations of any Traditional Territory economic development plan which may be prepared.

6.5 Nothing in this Agreement or in any economic development plan prepared shall be construed to:

6.5.1 prevent the Ta'an Kwach'an Council from accessing or making use of an economic development program of general application available to a Yukon resident or a Canadian citizen; or

6.5.2 restrict opportunities for or access by Ta'an Kwach'an to any other employment or training position available outside the Ta'an Kwach'an Council Traditional Territory.



SCHEDULE AECONOMIC MEASURESPART II - ALLOCATION OF LICENCES, PERMITS OR CONCESSIONS

## 1.0 Commercial Freshwater Fish

1.1 The Ta'an Kwach'an Council shall have a right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Ta'an Kwach'an Council Traditional Territory as follows:

1.1.1 Government shall offer to the Ta'an Kwach'an Council any new licences or permits in respect of commercial freshwater fishing until the Ta'an Kwach'an Council and Ta'an Kwach'an Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Ta'an Kwach'an Council Traditional Territory.

## 2.0 Commercial Wilderness Adventure Travel

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 Ta'an Kwach'an Council Traditional Territory, the Ta'an Kwach'an Council 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 Ta'an Kwach'an Council in 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 Ta'an Kwach'an 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 operators in the Ta'an Kwach'an Council Traditional Territory 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 Ta'an Kwach'an Council any new licences or permits issued from time to time until the Ta'an Kwach'an Council and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits issued from time to time.

### 3.0 Commercial Freshwater Sports Fishing

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 Ta'an Kwach'an Council Traditional Territory, the Ta'an Kwach'an Council 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 Ta'an Kwach'an Council in 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 Ta'an Kwach'an 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 operators in the Ta'an Kwach'an Council Traditional Territory 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 each year thereafter, Government shall offer to the Ta'an Kwach'an Council any new licences or permits issued from time to time until the Ta'an Kwach'an Council and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits issued from time to time.

#### 4.0 Game Farming and Fur Farming

4.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the game farming or the fur farming industries in the Ta'an Kwach'an Council Traditional Territory, the Ta'an Kwach'an Council shall have a right of first refusal to acquire a portion of those licences or permits as follows:

4.1.1 in the first year that Government places the limit, Government shall offer to the Ta'an Kwach'an Council in its Traditional Territory:

4.1.1.1 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 Ta'an Kwach'an Firms to operate at their then existing level, or

4.1.1.2 the number of licences or permits that remain after the then existing operators in the Ta'an Kwach'an Council Traditional Territory have been issued the licences or permits that are required to allow them to operate at their then existing level,

whichever is less; and

4.1.2 in the second year, and each year thereafter, Government shall offer to the Ta'an Kwach'an Council any new licences or permits issued from time to time until the Ta'an Kwach'an Council and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits issued from time to time.

#### 5.0 Conditions

5.1 Government shall Consult with the Ta'an Kwach'an Council 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, 3.0 and 4.0 in the Ta'an Kwach'an Council Traditional Territory.

5.2 Government shall Consult with the Ta'an Kwach'an Council 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, 3.0, and 4.0 in the Ta'an Kwach'an Council Traditional Territory.

- 5.3 The Ta'an Kwach'an Council may, in writing, giving reasons, recommend to the Minister:
- 5.3.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0; and
- 5.3.2 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, 3.0 and 4.0.
- 5.4 The Minister shall, within 90 days of receipt of a recommendation from the Ta'an Kwach'an Council pursuant to 5.3, respond in writing to the Ta'an Kwach'an Council, giving reasons for any decision made in respect of that recommendation.
- 5.5 The Ta'an Kwach'an Council may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to the Ta'an Kwach'an Council pursuant to 1.0, 2.0, 3.0 or 4.0.
- 5.6 The Ta'an Kwach'an Council shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0 or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.7 A licence or permit in respect of which a right of first refusal has lapsed under 5.6 shall not be considered a licence or permit offered to the Ta'an Kwach'an Council under 1.0, 2.0, 3.0 or 4.0.

- 5.8 When the Ta'an Kwach'an Council applies for a licence or permit in accordance with 5.6 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Ta'an Kwach'an Council.
- 5.9 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 Ta'an Kwach'an Council pursuant to 1.0, 2.0, 3.0 and 4.0.
- 5.10 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Ta'an Kwach'an Council pursuant to these provisions where the Ta'an Kwach'an Council has sold or assigned that licence or permit.
- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Ta'an Kwach'an Council or a Ta'an Kwach'an Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.12 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the application of this provision.
- 6.0 Outfitting Concession**
- 6.1 The Ta'an Kwach'an Council shall have the first right to acquire the next outfitting concession which becomes available in the Ta'an Kwach'an Council Traditional Territory after the Effective Date of this Agreement.
- 6.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to the Ta'an Kwach'an Council of that fact and of the terms and conditions upon which that concession might be acquired.

- 6.1.2 The Ta'an Kwach'an Council may exercise the first right to acquire referred to in 6.1, at any time during the 90 days following the date upon which it received the notice referred to in 6.1.1, by advising Government in writing of its intention to exercise that right.
- 6.1.3 If the Ta'an Kwach'an Council fails, within the 90 days following its receipt of the notice referred to in 6.1.1, to advise Government that it wishes to exercise the first right to acquire referred to in 6.1, it shall be deemed to have given notice that it will not be exercising that right.
- 6.2 For the purposes of 6.0, an outfitting concession becomes available only in the following circumstances:
- 6.2.1 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;
- 6.2.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;
- 6.2.2.1 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 6.0.



- 6.2.3 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
- 6.2.4 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 so do was necessary for the conservation of wildlife in the area or protection of the public interest.
- 6.3 The first right to acquire referred to in 6.1 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the application of this provision.



**CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES****Specific Provision**

- 22.3.1.1 The plan referred to in 22.3.1 for the Teslin Tlingit Council shall:
- (a) be completed within two years of the Effective Date of this Agreement;
  - (b) be prepared, to the extent practicable, in the village of Teslin; and
  - (c) involve the participation of Teslin Tlingit.

**Specific Provision**

- 22.3.2.4 identify opportunities for the Teslin Tlingit Council and Teslin Tlingit in Harvesting activities and opportunities for the Teslin Tlingit Council to make strategic investments pursuant to 22.3.3.4.

**Specific Provision**

- 22.3.3.5 The specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

**Specific Provision**

- 22.3.6.1 The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

SCHEDULE AECONOMIC MEASURESPART I - SPECIFIC ECONOMIC MEASURES

- 1.0 Project Agreements
- 1.1 For the purposes of 1.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
- 1.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Teslin Tlingit Council Traditional Territory which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the developer, the Teslin Tlingit Council and the Yukon negotiate a Project agreement.
- 1.3 Project agreements referred to in 1.2 may include:
- 1.3.1 employment opportunities for Teslin Tlingit;
  - 1.3.2 business opportunities for the Teslin Tlingit Council or for Teslin Tlingit, including contracts and the provision of goods and services;
  - 1.3.3 investment opportunities for the Teslin Tlingit Council, including equity purchase; and
  - 1.3.4 other measures to mitigate negative socio-economic effects of the Project on the Teslin Tlingit Council or on Teslin Tlingit.
- 1.4 The provisions in 1.2 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of 1.2.

**2.0 Strategic Investments**

2.1 In 2.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"Project" means a non-renewable resource or hydro-electric project in the Teslin Tlingit Council Traditional Territory, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

"Teslin Tlingit Council's Share" means the share, expressed as a percentage, which the Teslin Tlingit Council proposes to acquire in the Proponent's Share of a Project, pursuant to the exercise of the option described in 2.2.

2.2 The Teslin Tlingit Council shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

2.3 Unless the Proponent and the Teslin Tlingit Council otherwise agree:

2.3.1 the Teslin Tlingit Council shall pay for the acquisition of its interest in a Project by:

2.3.1.1 paying an amount equal to the Teslin Tlingit Council's Share of the Proponent's Share of the Equity Cost of the Project, and

- 2.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Teslin Tlingit Council's Share of the Proponent's Share of the liability under such financing and,
- 2.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Teslin Tlingit Council shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 2.4 Subject to 2.5 and 2.6, and after notice has been given under 2.7.2, the Proponent and the Teslin Tlingit Council, at the request of the Teslin Tlingit Council, shall negotiate the terms and conditions of the Teslin Tlingit Council acquiring its interest in a Project.
- 2.5 At any time at least 270 days after notice has been given under 2.7.2, the Proponent may provide in writing to the Teslin Tlingit Council an offer setting out all the proposed terms and conditions of the Teslin Tlingit Council acquiring its interest pursuant to 2.2 in the Project.
- 2.6 The offer referred to in 2.5 shall be open for acceptance by the Teslin Tlingit Council for 30 days, and, failing acceptance of the offer, the option described in 2.2 shall lapse, and the Proponent shall have no further obligation to the Teslin Tlingit Council under 2.0 for that Project.
- 2.7 The Proponent shall, as soon as practicable:
- 2.7.1 give notice to the Teslin Tlingit Council of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Teslin Tlingit Council; and
- 2.7.2 give notice to the Teslin Tlingit Council of receipt of all regulatory approvals required in order to start construction of a Project.

- 2.8 Nothing in 2.2 shall be construed to prevent the Teslin Tlingit Council from entering into an agreement to acquire an additional interest in a Project.
- 2.9 Unless otherwise agreed to by all the parties owning an interest in a Project, the Teslin Tlingit Council, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 2.2, 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 at the price and on the terms set out in the offer.
- 2.10 The Proponent may exercise the first right to purchase set out in 2.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Teslin Tlingit Council in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 2.11 Nothing in 2.0 shall be construed to prevent the Teslin Tlingit Council and the Yukon, its agencies and corporations from entering into an agreement whereby the Teslin Tlingit Council acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.
- 2.11.1 Unless the Teslin Tlingit Council and the Yukon, its agent or corporation, otherwise agree, the terms and conditions upon which the Teslin Tlingit Council acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

**3.0 Boards**

3.1 The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 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.

3.2 Nothing in 3.1 shall be construed to mean that a criterion for Teslin Tlingit employment shall be the determining criterion in awarding any contract.

**4.0 Government Employment**

4.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:

4.1.1 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

4.1.2 a representative public service located within the Teslin Tlingit Council Traditional Territory that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.

4.2 Government shall Consult with the Teslin Tlingit Council in developing the plan.

4.3 The plan shall be prepared within two years of the Effective Date of this Agreement.

4.4 Government may consolidate the plan, after Consultation with the Teslin Tlingit Council, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Teslin Tlingit Council set out in the plan.

4.5 The plan shall provide for periodic review.



- 4.6 The plan shall address:
- 4.6.1 training;
  - 4.6.2 public information;
  - 4.6.3 counselling;
  - 4.6.4 work place support;
  - 4.6.5 targeted recruiting;
  - 4.6.6 the designation of positions to be held by aboriginal people;
  - 4.6.7 preferences in hiring;
  - 4.6.8 measures to manage the effect of the Government plan on the ability of the Teslin Tlingit Council to recruit and retain qualified employees; and
  - 4.6.9 such other measures as may reasonably contribute to achieving the goal of a representative public service.
- 4.7 Government shall review job descriptions and other requirements for public service positions to ensure that:
- 4.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
  - 4.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for residents of the Teslin Tlingit Council Traditional Territory to obtain employment and to receive promotions.
- 5.0 **Economic Development Agreements**
- 5.1 Government may enter into economic development agreements with the Teslin Tlingit Council which provide:



- 5.1.1 technical and financial assistance for economic development purposes to residents of the Teslin Tlingit Council Traditional Territory and to organizations, businesses and corporations owned by those residents;
- 5.1.2 for the participation of the Teslin Tlingit Council in the planning, management, administration and decision making of those programs and services; and
- 5.1.3 for measures to implement recommendations of the Traditional Territory economic development plan.
- 5.2 Economic development agreements referred to in 5.1:
- 5.2.1 shall describe the purposes for which technical and financial assistance may be used;
- 5.2.2 may provide for a financial contribution by the Teslin Tlingit Council consistent with the ability of the Teslin Tlingit Council to contribute; and
- 5.2.3 may provide for a financial contribution by Government, for the purpose of the agreement.
- 5.3 The Teslin Tlingit Council shall have the right to 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 5.1.
- 6.0 Traditional Territory Economic Development Plan**
- 6.1 No later than one year after the Effective Date of this Agreement, Government and the Teslin Tlingit Council shall jointly undertake the preparation of an economic development plan for the Teslin Tlingit Council Traditional Territory.

- 6.2 Government and the Teslin Tlingit Council shall provide the opportunity to involve the Village of Teslin and other residents of the Teslin Tlingit Council Traditional Territory in the preparation of the economic development plan.
- 6.3 The economic development plan shall:
- 6.3.1 examine the state of the economy in the Teslin Tlingit Council Traditional Territory;
  - 6.3.2 recommend measures to integrate the Teslin Tlingit Council economic development opportunities plan required pursuant to 22.3.1 with an overall economic development strategy for the Teslin Tlingit Council Traditional Territory;
  - 6.3.3 recommend priorities for economic development in the Teslin Tlingit Council Traditional Territory;
  - 6.3.4 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - 6.3.5 recommend measures to integrate the economic development plan with the overall Yukon economic strategy;
  - 6.3.6 recommend actions which Government and the Teslin Tlingit Council should take in order to implement the economic development plan;
  - 6.3.7 provide for periodic review and evaluation of the economic development plan;
  - 6.3.8 recommend a process of amendment for the economic development plan; and
  - 6.3.9 recommend whether limits or other restrictions are required for commercial activities within the scope of 2.0 or 3.0 of Part II of this schedule, and, if limits or other restrictions are required, recommend what those limits or restrictions should be.

- 6.4 Nothing in 6.1, 6.2 and 6.3 shall be construed to impose on Government or the Teslin Tlingit Council an obligation to implement the recommendations of the Traditional Territory economic development plan.
- 6.5 Nothing in this Agreement or in the economic development plan shall be construed to:
- 6.5.1 prevent the Teslin Tlingit Council from accessing or making use of an economic development program of general application available to a Yukon resident or a Canadian citizen; or
  - 6.5.2 restrict opportunities for or access by Teslin Tlingit to any other employment or training position available outside the Teslin Tlingit Council Traditional Territory.

SCHEDULE AECONOMIC MEASURESPART II - ALLOCATION OF LICENCES, PERMITS OR GRANTS

## 1.0 Commercial Freshwater Fish

1.1 The Teslin Tlingit Council shall have the right of first refusal to acquire new commercial freshwater fishing permits or licences in the Teslin Tlingit Council Traditional Territory until the Teslin Tlingit Council and Teslin Tlingit Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Teslin Tlingit Council Traditional Territory.

## 2.0 Commercial Wilderness Adventure Travel

2.1 If Government establishes a quota for a sector of the commercial wilderness adventure travel industry in the Teslin Tlingit Council Traditional Territory, the Teslin Tlingit Council shall have a right of first refusal to acquire new licences or permits as follows:

2.1.1 in the first year that Government establishes a quota, Government shall offer to the Teslin Tlingit Council in its Traditional Territory:

2.1.1.1 the number of permits or licences equal to 25 percent of the quota established by Government, less the number of permits or licences required to allow existing operations which are held by Teslin Tlingit Firms to operate at their then existing level, or

2.1.1.2 the number of permits or licences which remains after the then existing operators in the Teslin Tlingit Council Traditional Territory have received the permits or licences which 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 Teslin Tlingit Council any new licences or permits issued by Government from time to time until the Teslin Tlingit Council and Teslin Tlingit Firms together have been allocated 25 percent of the quota in effect from time to time.

### 3.0 Commercial Freshwater Sports Fishing

3.1 If Government establishes a quota for the commercial freshwater sports fishing industry in the Teslin Tlingit Council Traditional Territory, the Teslin Tlingit Council shall have a right of first refusal to acquire new licences or permits as follows:

3.1.1 in the first year that Government establishes a quota, Government shall offer to the Teslin Tlingit Council:

3.1.1.1 the number of permits or licences equal to 25 percent of the quota established by Government, less the number of permits or licences required to allow existing operations which are held by Teslin Tlingit Firms to operate at their then existing level, or

3.1.1.2 the number of permits or licences which remains after the then existing operators in the Teslin Tlingit Council Traditional Territory have received the licences or permits which 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 Teslin Tlingit Council any new licences or permits issued by Government from time to time until the Teslin Tlingit Council and Teslin Tlingit Firms together have been allocated 25 percent of the quota in effect from time to time.

**4.0 Conditions**

- 4.1 Government shall Consult with the Teslin Tlingit Council in deciding whether a limit, and if so, what limit, should be placed on the number of permits or licences, and on the terms and conditions, if any, that should apply to those permits or licences for a sector of the commercial wilderness adventure travel industry or for commercial freshwater sports fishing in the Teslin Tlingit Council Traditional Territory.
- 4.2 The Teslin Tlingit Council may, in writing, giving reasons, recommend to the Minister the establishment of a requirement for licences or permits pursuant to 2.1 or 3.1, or the offer of new licences or permits pursuant to 2.1.2 or 3.1.2.
- 4.3 The Minister shall, within 90 days of receipt of a recommendation from the Teslin Tlingit Council pursuant to 4.2, respond in writing to the Teslin Tlingit Council, giving reasons for any decision made pursuant to that recommendation.
- 4.4 The Teslin Tlingit Council may enter into joint ventures or other arrangements with other Persons to use a permit or licence allocated to the Teslin Tlingit Council pursuant to 1.0, 2.0 or 3.0.
- 4.5 The Teslin Tlingit Council shall apply to Government within one year of the offer of a licence or permit under 1.0, 2.0, or 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.6 A licence or permit in respect of which a right of first refusal has lapsed under 4.5 shall not be considered a licence or permit offered to the Teslin Tlingit Council under 1.0, 2.0 or 3.0.

- 4.7 When the Teslin Tlingit Council applies for a licence or permit under 4.5 and satisfies the requirements which otherwise apply to obtaining that licence or permit, Government shall issue the licence or permit to the Teslin Tlingit Council.
- 4.8 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 licences or permits required to be offered under 1.0, 2.0 and 3.0.
- 4.9 Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace any licence or permit obtained by the Teslin Tlingit Council under these provisions which licence or permit the Teslin Tlingit Council has sold or assigned.
- 4.10 Nothing in 1.0, 2.0, or 3.0 shall be construed to prevent the Teslin Tlingit Council or a Teslin Tlingit from acquiring additional permits or licences through the normal regulatory process.
- 4.11 The right of first refusal pursuant to 1.0, 2.0, 3.0 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of those provisions.
- 4.12 For the purposes of 1.1, 2.1.2, and 3.1.2, a "Teslin Tlingit Firm" means an entity which complies with the legal requirements to carry on a business in the Yukon and which is either:
- 4.12.1 a corporation with more than 50 percent of the corporation's voting shares beneficially owned by a Teslin Tlingit or the Teslin Tlingit Council;
  - 4.12.2 a co-operative controlled by a Teslin Tlingit or the Teslin Tlingit Council;
  - 4.12.3 the sole proprietorship of a Teslin Tlingit;
  - 4.12.4 a partnership in which at least 50 percent of the partners are Teslin Tlingit or the Teslin Tlingit Council; or



4.12.5 any other legal entity more than 50 percent owned or controlled by a Teslin Tlingit or the Teslin Tlingit Council.

**5.0 Outfitting Concession**

5.1 The Teslin Tlingit Council shall have the right of first refusal to acquire the first outfitting concession which may be established in the Teslin Tlingit Council Traditional Territory after the Effective Date of this Agreement.

5.1.1 Upon establishing a new outfitting concession in the Teslin Tlingit Council Traditional Territory, Government shall give notice in writing to the Teslin Tlingit Council of the establishment of that concession and of the terms and conditions upon which that concession may be acquired.

5.1.2 The Teslin Tlingit Council shall exercise the right of first refusal set out in 5.1 at any time during 90 days from the date it receives the notice referred to in 5.1.1 by advising Government, in writing, of its intention to exercise the right.

5.1.3 If the Teslin Tlingit Council fails to advise Government in writing within 90 days of receiving the notice referred to in 5.1.1 whether it is exercising that right, it shall be deemed to have given notice that it is not exercising that right.

5.2 The sale, transfer or assignment of any existing outfitting concession within the Teslin Tlingit Council Traditional Territory or the realignment of the borders of any existing outfitting concession within the Teslin Tlingit Council Traditional Territory shall not be considered a new outfitting concession for the purposes of 5.0.

5.3 The right of first refusal set out in 5.1 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the application of that provision.

CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES

**Specific Provision**

22.3.2.4 identify opportunities for Tr'ondëk Huch'in in harvesting activities and opportunities for the Tr'ondëk Hwëch'in to make investments in the areas described in 22.3.3.4.

**Specific Provision**

22.3.3.5 The specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

**Specific Provision**

22.3.6.1 The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

SCHEDULE AECONOMIC MEASURESPART I - SPECIFIC ECONOMIC MEASURES

## 1.0 Government Employment

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 within the Traditional Territory of the Tr'ondëk Hwëch'in that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.

1.2 Government shall Consult with the Tr'ondëk Hwëch'in in developing the plan.

1.3 The plan shall be prepared within two years of the Effective Date of this Agreement.

1.4 Government may consolidate the plan, after Consultation with the Tr'ondëk Hwëch'in, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of Tr'ondëk Huch'in set out in the plan.

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;
  - 1.6.8 measures to manage the effect of the Government plan on the ability of the Tr'ondëk Hwëch'in 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.
- 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 Tr'ondëk Huch'in and other residents of the Traditional Territory of the Tr'ondëk Hwëch'in to obtain employment and to receive promotions.
- 2.0 Project Agreements
- 2.1 For the purposes of 2.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
  - 2.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Tr'ondëk Hwëch'in which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Tr'ondëk Hwëch'in and the Yukon negotiate a Project agreement.

- 2.3 Project agreements referred to in 2.2 may include:
- 2.3.1 employment opportunities for Tr'ondëk Huch'in;
  - 2.3.2 business opportunities for the Tr'ondëk Hwëch'in or for Tr'ondëk Huch'in, including contracts and the provision of goods and services;
  - 2.3.3 investment opportunities for Tr'ondëk Hwëch'in including equity purchase; and
  - 2.3.4 other measures to mitigate negative socio-economic effects of the Project on the Tr'ondëk Hwëch'in or Tr'ondëk Huch'in.
- 2.4 The provisions in 2.2 shall expire on January 1, 2020, unless the parties to this Agreement agree to extend the period of the application of 2.2.
- 2.5 Subject to 12.13.4, where the Tr'ondëk Hwëch'in has jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Tr'ondëk Hwëch'in which is reviewed by a panel of YDAB, the Tr'ondëk Hwëch'in may require in the Decision Document that the Project proponent and the Tr'ondëk Hwëch'in negotiate a Project agreement.
- 2.6 Project agreements referred to in 2.5 may include:
- 2.6.1 employment opportunities for Tr'ondëk Huch'in;
  - 2.6.2 business opportunities for the Tr'ondëk Hwëch'in or Tr'ondëk Huch'in including contracts and the provision of goods and services;
  - 2.6.3 investment opportunities for the Tr'ondëk Hwëch'in including equity purchase; and
  - 2.6.4 other measures to mitigate negative socio-economic effects of the project on the Tr'ondëk Hwëch'in or Tr'ondëk Huch'in.

2.7 At the request of the Tr'ondëk Hwëch'in and the Project proponent, the Yukon may agree to be a party to the negotiation of a Project agreement.

### 3.0 Regional Economic Development Plan

3.1 No later than two years after the Effective Date of this Agreement, Government and the Tr'ondëk Hwëch'in shall jointly undertake the preparation of a regional economic development plan for the Traditional Territory of the Tr'ondëk Hwëch'in.

3.2 Government and the Tr'ondëk Hwëch'in shall provide the opportunity to involve the City of Dawson, existing commercial and industrial interests within the Traditional Territory of the Tr'ondëk Hwëch'in, and other residents of the Traditional Territory of the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in;

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 Tr'ondëk Hwëch'in;

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 Tr'ondëk Hwëch'in;

3.3.5 recommend measures to integrate the Tr'ondëk Hwëch'in economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan for the Traditional Territory of the Tr'ondëk Hwëch'in;



- 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 Tr'ondëk Hwëch'in should take to implement the regional economic development plan;
- 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 Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in or Tr'ondëk Huch'in from accessing or making use of economic development programs of general application available to a Yukon resident or a Canadian citizen; or
- 3.5.2 restrict access by Tr'ondëk Huch'in to any other employment or training position available outside the Traditional Territory of the Tr'ondëk Hwëch'in.



**4.0 Economic Development Agreements**

4.1 Government may enter into economic development agreements with the Tr'ondëk Hwëch'in which provide:

4.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of the Tr'ondëk Hwëch'in and to organizations, businesses and corporations owned by those residents, the Tr'ondëk Huch'in or the Tr'ondëk Hwëch'in;

4.1.2 for the participation of the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in shall take into consideration the regional economic development plan developed pursuant to 3.0, if completed, when negotiating an economic development agreement referred to 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 Tr'ondëk Hwëch'in, consistent with the ability of the Tr'ondëk Hwëch'in to contribute; and

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

4.4 The Tr'ondëk Hwëch'in 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.

## 5.0 Strategic Investments

5.1 In 5.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"The Tr'ondëk Hwëch'in's Share" means the share, expressed as a percentage, which the Tr'ondëk Hwëch'in proposes to acquire in the Proponent's Share in a Project, pursuant to the exercise of the option described in 5.2.

"Project" means a non-renewable resource or hydro-electric project in the Traditional Territory of the Tr'ondëk Hwëch'in, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

5.2 The Tr'ondëk Hwëch'in shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

5.3 Unless the Proponent and the Tr'ondëk Hwëch'in otherwise agree:

5.3.1 The Tr'ondëk Hwëch'in shall pay for the acquisition of its interest in a Project by:

5.3.1.1 paying an amount equal to the Tr'ondëk Hwëch'in's Share of the Proponent's Share of the Equity Cost of the Project; and

5.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Tr'ondëk Hwëch'in's share of the Proponent's Share of the liability under such financing;

- 5.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Tr'ondĕk Hwĕch'in shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 5.4 Subject to 5.5 and 5.6, and after notice has been given under 5.7.2, the Proponent and the Tr'ondĕk Hwĕch'in, at the request of the Tr'ondĕk Hwĕch'in, shall negotiate the terms and conditions of the Tr'ondĕk Hwĕch'in 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 Tr'ondĕk Hwĕch'in an offer setting out all the proposed terms and conditions of the Tr'ondĕk Hwĕch'in 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 Tr'ondĕk Hwĕch'in 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 Tr'ondĕk Hwĕch'in under 5.0 for that Project.
- 5.7 The Proponent shall, as soon as practicable:
- 5.7.1 give notice to the Tr'ondĕk Hwĕch'in of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Tr'ondĕk Hwĕch'in; and
- 5.7.2 give notice to the Tr'ondĕk Hwĕch'in of receipt of all regulatory approvals required to start construction of a Project.
- 5.8 Nothing in 5.2 shall be construed to prevent the Tr'ondĕk Hwĕch'in from entering into an agreement to acquire an additional interest in a Project.

- 5.9 Unless otherwise agreed by all the parties owning an interest in a Project, the Tr'ondëk Hwëch'in, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 5.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 5.10 The Proponent may exercise the first right to purchase set out in 5.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Tr'ondëk Hwëch'in in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 5.11 For greater certainty, nothing in 5.0 shall be construed to prevent the Tr'ondëk Hwëch'in from exercising the option described in 5.2 through the agency of a corporation which it owns or controls.
- 5.11.1 If the Tr'ondëk Hwëch'in chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, the provisions of 5.0 shall apply to that corporation as if it was the Tr'ondëk Hwëch'in.
- 5.11.2 If the Tr'ondëk Hwëch'in chooses to exercise the option described in 5.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.
- 5.12 Nothing in 5.0 shall be construed to prevent the Tr'ondëk Hwëch'in and the Yukon, its agencies and corporations from entering into an agreement whereby the Tr'ondëk Hwëch'in acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.

- 5.12.1 Unless the Tr'ondëk Hwëch'in and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Tr'ondëk Hwëch'in acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.
- 5.13 Nothing in 5.0 shall be construed to prevent the Tr'ondëk Hwëch'in from entering into an agreement with Government, its agencies or corporations to build or develop a non-renewable resource development or hydro-electric project.
- 5.13.1 If the Yukon, or an agency or corporation of the Yukon, decides to proceed with the North Fork Hydro Project, it shall invite the Tr'ondëk Hwëch'in to make a proposal to build or develop the North Fork Hydro Project, and all such proposals received shall be assessed according to criteria included in the request for proposals.
- 5.13.2 For greater certainty, the Yukon, or an agency or corporation of the Yukon, may develop or build the North Fork Hydro Project by proposal, bid or tender.
- 5.14 If the Yukon, or an agency or corporation of the Yukon, decides to proceed with the North Fork Hydro Project, it shall provide the Tr'ondëk Hwëch'in with written notice of any public tenders for contracts associated with the construction of the North Fork Hydro Project.
- 5.14.1 Any failure to provide written notice pursuant to 5.14 shall not affect the public tender process or the contract awards resulting therefrom.



5.15 If the Yukon or an agency or corporation of the Yukon decides to proceed with the North Fork Hydro Project, it shall include the Tr'ondëk Hwëch'in in any invitational tender for contracts associated with the construction of the North Fork Hydro Site.

5.15.1 Any failure to include the Tr'ondëk Hwëch'in in any invitational tender for contracts pursuant to 5.15 shall not affect the invitational tender process or the contract awards resulting therefrom.

5.16 In evaluating any competitive proposal, bid or tender made by the Tr'ondëk Hwëch'in pursuant to the written notice referred to in 5.14 or the invitational tender referred to in 5.15, the Yukon or its agency or corporation shall include among the factors for consideration, Tr'ondëk Huch'in employment, and the Tr'ondëk Hwëch'in and Tr'ondëk Huch'in ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

5.17 Nothing in 5.16 shall be construed to mean that the criterion for employment of Tr'ondëk Huch'in or Tr'ondëk Huch'in ownership or equity investment shall be the determining criterion in the award of any contract.

## 6.0 Boards

6.1 The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 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 Tr'ondëk Huch'in shall be the determining criterion in awarding any contract.

**7.0 Agreements**

- 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.
- 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 Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in, in a manner which is consistent with the culture, values and identity of the Tr'ondëk Hwëch'in.

**8.0 Campgrounds**

- 8.1 In 8.0, "Campground" means the area known as the Yukon River Campground as shown approximately on Placer Sheet 116 B/3c, dated new date, 1998, in Appendix B - Maps, which forms a separate volume to this Agreement, and which is operated by the Yukon as a place for camping by the public.
- 8.2 If the Yukon decides to offer to another Person the opportunity to operate the Campground, it shall first offer the opportunity to operate the Campground to the Tr'ondëk Hwëch'in in the following manner:
- 8.2.1 the Yukon shall provide written notice to the Tr'ondëk Hwëch'in setting out the criteria which must be met in the operation of the Campground and shall invite the Tr'ondëk Hwëch'in to meet those criteria in its operation of the Campground;



8.2.2 if the Tr'ondëk Hwëch'in does not accept, in writing, the invitation referred to in 8.2.1 within 60 days of its receipt, it shall be deemed to have declined the offer and the Yukon may offer the opportunity to operate the Campground to other Persons upon the same terms and conditions as offered to the Tr'ondëk Hwëch'in;

8.2.3 if no other Person accepts the public offer referred to in 8.2.2, the Yukon may invite the Tr'ondëk Hwëch'in to meet new criteria in its operation of the Campground but in accordance with the procedure set out in 8.2.1 and 8.2.2.

8.3 For greater certainty, nothing in 8.0 shall be construed to prevent the Tr'ondëk Hwëch'in from operating additional campgrounds accepted through an offer to the public.

#### 9.0 Dome Expansion Area

9.1 In 9.0, the following definitions shall apply.

"Area" means the lands identified as the Dome Expansion Area on Placer Sheet 116 B/3c in Appendix B - Maps, which forms a separate volume to this Agreement.

"Developer" means the Yukon or any party to whom the Yukon has granted the right to subdivide the Area into lots for sale to the public.

"Total" means the total number of lots into which the Area is subdivided.

9.2 If the Developer subdivides the Area into lots for sale to the public, it shall provide written notice to the Tr'ondëk Hwëch'in identifying each lot in the Area, setting out the price and the other terms and conditions upon which each lot is being offered to the public and the number of lots which would constitute 30 percent of the Total and inviting the Tr'ondëk Hwëch'in to purchase up to and including that number of lots at the prices and upon the terms and conditions set out therein.

9.3 If the Tr'ondĕk Hwĕch'in wishes to purchase up to and including 30 percent of the Total, it shall within 30 days of receiving the notice referred to in 9.2, accept, in writing, the Developer's invitation, failing which acceptance it shall be deemed to have declined the offer set out in 9.2 and the Developer shall have no further obligation to the Tr'ondĕk Hwĕch'in under 9.0.

9.4 The Tr'ondĕk Hwĕch'in shall select the lots which it may purchase under 9.2 as follows:

(a) the Tr'ondĕk Hwĕch'in shall first select one lot, and

(b) the Developer shall then select one lot,

and this process shall be repeated until the Tr'ondĕk Hwĕch'in has selected the number of lots it intends to purchase, which number of lots shall not exceed 30 percent of the Total.

9.4.1 For greater certainty, the Developer may offer for sale to the public all lots in the Area which the Tr'ondĕk Hwĕch'in does not identify under 9.4.

9.5 If the Tr'ondĕk Hwĕch'in declines the offer set out in 9.2 or purchases fewer than the number of lots in the Area which it has a first right to purchase under 9.2 and the total remaining lots in the Area are not purchased by the public, the Developer may invite the Tr'ondĕk Hwĕch'in to purchase the lesser of:

(a) the number of lots which would bring the Tr'ondĕk Hwĕch'in's ownership of the lots in the Area to 30 percent of the Total, or

(b) the number of lots remaining

at new prices and upon new terms and conditions but in accordance with the procedure set out in 9.2, 9.3 and 9.4.

- 9.6 If the Developer chooses to initially offer for sale to the public fewer lots than the number into which he intends to subdivide the Area and then to periodically offer for sale to the public additional lots in the Area, the provisions of 9.2, 9.3, 9.4 and 9.5 shall apply each time the Developer offers those lots for sale.
- 9.7 Nothing in 9.0 shall be construed to prevent the Tr'ondëk Hwëch'in from acquiring additional lots in the Area through any offer to the public.

SCHEDULE AECONOMIC MEASURESPART II - ALLOCATION OF LICENCES, PERMITS, AND CONCESSIONS

## 1.0 Commercial Freshwater Fish

1.1 The Tr'ondëk Hwëch'in shall have the right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Traditional Territory of the Tr'ondëk Hwëch'in as follows:

1.1.1 Government shall offer to the Tr'ondëk Hwëch'in any new licences or permits in respect of commercial freshwater fishing until the Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Tr'ondëk Hwëch'in.

## 2.0 Commercial Wilderness Adventure Travel

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 Tr'ondëk Hwëch'in, the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in 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 in each year thereafter, Government shall offer to the Tr'ondëk Hwëch'in any new licences or permits issued from time to time until the Tr'ondëk Hwëch'in and Tr'ondëk Hwëch'in Firms together have been issued 25 percent of the licences or permits issued from time to time.

### 3.0 Commercial Freshwater Sports Fishing

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 Tr'ondëk Hwëch'in, the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in 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 the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in 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 Tr'ondëk Hwèch'in any new licences or permits issued from time to time until the Tr'ondëk Hwèch'in and the Tr'ondëk Hwèch'in Firms together have been issued 25 percent of the licences or permits issued from time to time.

#### 4.0 Conditions

- 4.1 Government shall Consult with the Tr'ondëk Hwèch'in 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 Tr'ondëk Hwèch'in.
- 4.2 Government shall Consult with the Tr'ondëk Hwèch'in 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 Tr'ondëk Hwèch'in.
- 4.3 In making a decision referred to in 4.2 and in responding to a recommendation pursuant to 4.4, Government shall consider the following:
- 4.3.1 the number of existing operations in the sector of the industry referred to in 1.0, 2.0 and 3.0 in respect of which the placing of a limit or the varying of an existing limit upon the number of licences or permits to be issued in the Traditional Territory of the Tr'ondëk Hwèch'in is being considered;
- 4.3.2 the capacity of that sector to accommodate additional operations, including the Tr'ondëk Hwèch'in and the Tr'ondëk Hwèch'in Firms;



- 4.3.3 whether a delay in placing a limit or varying an existing limit upon the number of licences or permits to be issued in respect of that sector would affect the ability of the Tr'ondĕk Hwĕch'in and the Tr'ondĕk Hwĕch'in Firms together to acquire 25 percent of the licences or permits to be issued;
- 4.3.4 the objectives of this chapter; and
- 4.3.5 such other matters as to which the parties may agree.
- 4.4 The Tr'ondĕk Hwĕch'in 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 Tr'ondĕk Hwĕch'in pursuant to 4.4, respond in writing to the Tr'ondĕk Hwĕch'in, giving reasons for any decision made in respect of that recommendation.
- 4.6 The Tr'ondĕk Hwĕch'in may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to the Tr'ondĕk Hwĕch'in pursuant to 1.0, 2.0 or 3.0.
- 4.7 The Tr'ondĕk Hwĕch'in 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 Tr'ondĕk Hwĕch'in under 1.0, 2.0 or 3.0.



- 4.9 When the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in.
- 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 Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in pursuant to these provisions where the Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in or a Tr'ondëk Hwëch'in 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, 2020, unless the parties to this Agreement agree to extend the application of those provisions.
- 5.0 Outfitting Concession**
- 5.1 The Tr'ondëk Hwëch'in shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of the Tr'ondëk Hwëch'in after the Effective Date of this Agreement.
- 5.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to the Tr'ondëk Hwëch'in of that fact and of the terms and conditions upon which that concession might be acquired.

- 5.1.2 The Tr'ondëk Hwëch'in 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 Tr'ondëk Hwëch'in 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, 2020, unless the parties to this Agreement agree to extend the application of this provision.

CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES**Specific Provision**

22.3.1.1 The economic development opportunities plan for the Vuntut Gwitchin First Nation required under 22.3.1 shall be prepared, to the extent practicable, in the community of Old Crow and shall involve the participation of the Vuntut Gwitchin.

**Specific Provision**

22.3.2.4 identify opportunities for the Vuntut Gwitchin First Nation in harvesting activities and opportunities for the Vuntut Gwitchin First Nation to make strategic investments pursuant to 22.3.3.4.

**Specific Provision**

22.3.3.5 The specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

22.3.3.6 Specific provisions in Part I of Schedule A - Economic Measures, attached to this chapter, do not apply to Vuntut National Park.

**Specific provision**

22.3.6.1 The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

22.3.6.2 Specific provisions in Part II of Schedule A - Economic Measures, attached to this chapter, do not apply to Vuntut National Park.

SCHEDULE AECONOMIC MEASURESPART I - SPECIFIC ECONOMIC MEASURES

- 1.0 Government Employment
- 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 within the Vuntut Gwitchin First Nation Traditional Territory that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.
- 1.2 Government shall Consult with the Vuntut Gwitchin First Nation in developing the plan.
- 1.3 The plan shall be prepared within two years of the Effective Date of this Agreement.
- 1.4 Government may consolidate the plan, after Consultation with the Vuntut Gwitchin First Nation, with any other similar plan required by another Yukon First Nation Final Agreement, provided that the consolidation does not adversely affect the benefits of the Vuntut Gwitchin First Nation set out in the plan.
- 1.5 The plan shall provide for periodic review.
- 1.6 The plan shall address:
- 1.6.1 training;
  - 1.6.2 public information;
  - 1.6.3 counselling;
  - 1.6.4 work place support;
  - 1.6.5 targeted recruiting;

- 1.6.6 the designation of positions to be held by aboriginal people;
  - 1.6.7 preferences in hiring;
  - 1.6.8 measures to manage the effect of the Government plan on the ability of the Vuntut Gwitchin 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.
- 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 residents of the Vuntut Gwitchin First Nation Traditional Territory to obtain employment and to receive promotions.
- 2.0 Project Agreements
- 2.1 For the purposes of 2.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
- 2.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Vuntut Gwitchin First Nation Traditional Territory which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the developer, the Vuntut Gwitchin 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 Vuntut Gwitchin;



- 2.3.2 business opportunities for the Vuntut Gwitchin First Nation or for Vuntut Gwitchin, including contracts and the provision of goods and services;
  - 2.3.3 investment opportunities for the Vuntut Gwitchin First Nation including equity purchase; and
  - 2.3.4 other measures to mitigate negative socio-economic effects of the Project on Vuntut Gwitchin or the Vuntut Gwitchin First Nation.
- 2.4 The provisions in 2.2 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of 2.2.
- 3.0 **Economic Development Agreements**
- 3.1 Government may enter into economic development agreements with the Vuntut Gwitchin First Nation which provide:
- 3.1.1 technical and financial assistance for economic development purposes to residents of the Vuntut Gwitchin First Nation Traditional Territory and to organizations, businesses and corporations owned by those residents, Vuntut Gwitchin or the Vuntut Gwitchin First Nation;
  - 3.1.2 for the participation of the Vuntut Gwitchin First Nation in the planning, management, administration and decision making of those programs and services; and
  - 3.1.3 for measures to implement recommendations of the regional economic development plan.
- 3.2 Economic development agreements referred to in 3.1:
- 3.2.1 shall describe the purposes for which technical and financial assistance may be used;
  - 3.2.2 may provide for a financial contribution by the Vuntut Gwitchin First Nation consistent with the ability of the Vuntut Gwitchin First Nation to contribute; and
  - 3.2.3 may provide for a financial contribution by Government, for the purpose of the agreement.



3.2.3 may provide for a financial contribution by Government, for the purpose of the agreement.

3.3 The Vuntut Gwitchin First Nation shall have the right to 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 3.1.

#### 4.0 Strategic Investments

4.1 In 4.0, the following definitions shall apply:

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"Project" means a non-renewable resource or hydro-electric project in the Vuntut Gwitchin First Nation Traditional Territory, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

"Vuntut Gwitchin First Nation's Share" means the share, expressed as a percentage, which the Vuntut Gwitchin First Nation proposes to acquire in the Proponent's Share of a Project, pursuant to the exercise of the option described in 4.2.

4.2 The Vuntut Gwitchin First Nation shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

4.3 Unless the Proponent and the Vuntut Gwitchin First Nation otherwise agree:

4.3.1 the Vuntut Gwitchin First Nation shall pay for the acquisition of its interest in a Project by:

- 4.3.1.1 paying an amount equal to the Vuntut Gwitchin First Nation's Share of the Proponent's Share of the Equity Cost of the Project, and
- 4.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Vuntut Gwitchin First Nation's Share of the Proponent's Share of the liability under such financing and,
- 4.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Vuntut Gwitchin First Nation shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 4.4 Subject to 4.5 and 4.6, and after notice has been given under 4.7.2, the Proponent and the Vuntut Gwitchin First Nation, at the request of the Vuntut Gwitchin First Nation, shall negotiate the terms and conditions of the Vuntut Gwitchin First Nation acquiring its interest in a Project.
- 4.5 At any time at least 270 days after notice has been given under 4.7.2, the Proponent may provide in writing to the Vuntut Gwitchin First Nation an offer setting out all the proposed terms and conditions of the Vuntut Gwitchin First Nation acquiring its interest pursuant to 4.2 in the Project.
- 4.6 The offer referred to in 4.5 shall be open for acceptance by the Vuntut Gwitchin First Nation for 30 days, and, failing acceptance of the offer, the option described in 4.2 shall lapse, and the Proponent shall have no further obligation to the Vuntut Gwitchin First Nation under 4.0 for that Project.

- 4.7 The Proponent shall, as soon as practicable:
- 4.7.1 give notice to the Vuntut Gwitchin First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Vuntut Gwitchin First Nation; and
  - 4.7.2 give notice to the Vuntut Gwitchin First Nation of receipt of all regulatory approvals required in order to start construction of a Project.
- 4.8 Nothing in 4.2 shall be construed to prevent the Vuntut Gwitchin First Nation from entering into an agreement to acquire an additional interest in a Project.
- 4.9 Unless otherwise agreed to by all the parties owning an interest in a Project, the Vuntut Gwitchin 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 4.2, 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 at the price and on the terms set out in the offer.
- 4.10 The Proponent may exercise the first right to purchase set out in 4.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Vuntut Gwitchin First Nation in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 4.11 Nothing in 4.0 shall be construed to prevent the Vuntut Gwitchin First Nation and the Yukon, its agencies and corporations from entering into an agreement whereby the Vuntut Gwitchin First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.

4.11.1 Unless the Vuntut Gwitchin First Nation and the Yukon, its agent or corporation, otherwise agree, the terms and conditions upon which the Vuntut Gwitchin First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

## 5.0 Meetings

5.1 Meetings required between Government and the Vuntut Gwitchin First Nation on management plans for Special Management Areas established in the Vuntut Gwitchin First Nation Traditional Territory pursuant to this Agreement, or following the Effective Date of this Agreement, shall be held, to the extent practicable, in the community of Old Crow.

5.2 Meetings required between Government and the Vuntut Gwitchin First Nation with regard to land use planning for a planning region which includes any part of the Vuntut Gwitchin First Nation Traditional Territory shall be held, to the extent practicable, equitably in the communities of the planning region.

5.3 The regional planning commission shall be the body responsible for deciding in which communities the meetings referred to in 5.2 shall be held.

## 6.0 Regional Economic Development Plan

6.1 No later than one year after the Effective Date of this Agreement, Government and the Vuntut Gwitchin First Nation shall jointly undertake the preparation of a regional economic development plan for the Vuntut Gwitchin First Nation Traditional Territory.

- 6.2 The regional economic development plan shall:
- 6.2.1 examine the state of the economy in the Traditional Territory;
  - 6.2.2 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - 6.2.3 recommend priorities for economic development in the Traditional Territory;
  - 6.2.4 recommend measures to integrate the Vuntut Gwitchin First Nation economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan for the Traditional Territory;
  - 6.2.5 recommend measures to integrate the regional economic development plan with the overall Yukon economy strategy;
  - 6.2.6 recommend actions which Government and the Vuntut Gwitchin First Nation should take to implement the regional economic development plan;
  - 6.2.7 provide for periodic review and evaluation of the regional economic development plan; and
  - 6.2.8 recommend a process of amendment for the plan.
- 6.3 Nothing in 6.1 and 6.2 shall be construed to impose on Government or the Vuntut Gwitchin First Nation an obligation to implement the recommendations of the regional economic development plan.
- 6.4 Nothing in the regional economic development plan shall be construed to:
- 6.4.1 prevent the Vuntut Gwitchin First Nation from accessing or making use of economic development programs of general application available to a Yukon resident or a Canadian citizen; or

6.4.2 restrict access by Vuntut Gwitchin to any other employment or training position available outside the Vuntut Gwitchin First Nation's Traditional Territory.

7.0 **Boards**

7.1 The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 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.

7.2 Nothing in 7.1 shall be construed to mean that a criterion for Vuntut Gwitchin employment shall be the determining criterion in awarding any contract.

8.0 **General**

8.1 Measures identified in this schedule shall take into consideration Vuntut Gwitchin First Nation fiscal responsibility and economic objectives.

SCHEDULE AECONOMIC MEASURESPART II - ALLOCATION OF LICENCES, PERMITS, OR GRANTS

## 1.0 Commercial Freshwater Fish

- 1.1 The Vuntut Gwitchin First Nation shall have the right of first refusal to acquire new commercial freshwater fishing permits or licences in the Vuntut Gwitchin First Nation Traditional Territory until Vuntut Gwitchin Firms have been allocated 25 percent of commercial freshwater fish quota in the Vuntut Gwitchin First Nation Traditional Territory.

## 2.0 Commercial Wilderness Adventure Travel

- 2.1 If Government establishes a quota for a sector of the commercial wilderness adventure travel industry in the Vuntut Gwitchin First Nation Traditional Territory, the Vuntut Gwitchin First Nation shall have a right of first refusal to acquire new licences or permits as follows:

- 2.1.1 in the first year that Government establishes a quota, Government shall offer to the Vuntut Gwitchin First Nation in its Traditional Territory:

2.1.1.1 the number of permits or licences equal to 25 percent of the quota established by Government, less the number of permits or licences which are required to allow existing operations which are held by a Vuntut Gwitchin Firm to operate at their then existing level, or

2.1.1.2 the number of permits or licences which remains after the then existing operators in the Vuntut Gwitchin First Nation Traditional Territory have received the permits or licences which 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 Vuntut Gwitchin First Nation any new licences or permits issued by Government from time to time until the Vuntut Gwitchin First Nation and Vuntut Gwitchin Firms together have been allocated 25 percent of the quota in effect from time to time.

### 3.0 Commercial Freshwater Sports Fishing

3.1 If Government establishes a quota for the commercial freshwater sports fishing industry in the Vuntut Gwitchin First Nation Traditional Territory, the Vuntut Gwitchin First Nation shall have a right of first refusal to acquire new licences or permits as follows:

3.1.1 in the first year that Government establishes a quota, Government shall offer to the Vuntut Gwitchin First Nation,

3.1.1.1 the number of permits or licences equal to 25 percent of the number of the quota established by Government, less the number of permits or licences which are required to allow existing operations which are held by Vuntut Gwitchin Firms to operate at their then existing level, or

3.1.1.2 the number of permits or licences which remains after the then existing operators in the Vuntut Gwitchin First Nation Traditional Territory have received the licences or permits which 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 Vuntut Gwitchin First Nation any new licences or permits issued by Government from time to time until the Vuntut Gwitchin First Nation and Vuntut Gwitchin Firms together have been allocated 25 percent of the quota in effect from time to time.

- 4.0        **Outfitting Concessions**
- 4.1        The Vuntut Gwitchin First Nation shall have the exclusive opportunity to any new big game outfitting concession within its Traditional Territory.
- 5.0        **Conditions**
- 5.1        Government shall Consult with the Vuntut Gwitchin First Nation in deciding whether a limit, and if so, what limit, should be placed on the number of permits or licences, and on terms and conditions, if any, that should apply to those permits or licences for a sector of the commercial wilderness adventure travel industry or for commercial freshwater sports fishing in the Vuntut Gwitchin First Nation's Traditional Territory.
- 5.2        The Vuntut Gwitchin First Nation may enter into joint ventures or other arrangements with other Persons to use a permit or licence allocated to the Vuntut Gwitchin First Nation pursuant to 1.0, 2.0 or 3.0.
- 5.3        The Vuntut Gwitchin First Nation shall apply to Government for such licences or permits offered under 1.0, 2.0 or 3.0 within one year of the offer of a licence or permit under 1.0, 2.0, or 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.3.1      A licence or permit in respect of which a right of first refusal has lapsed under 5.3 shall not be considered a licence or permit offered to the Vuntut Gwitchin First Nation under 1.0, 2.0 or 3.0.
- 5.4        When the Vuntut Gwitchin First Nation applies for a licence or permit pursuant to 5.3 and satisfies the requirements which otherwise apply to obtaining that licence or permit, Government shall allocate the licence or permit to the Vuntut Gwitchin First Nation.

- 5.5 In allocating the permits and licences referred to in 1.0, 2.0 and 3.0 which are remaining after those specifically allocated to the Vuntut Gwitchin First Nation, Government shall take into account the special circumstances of the Vuntut Gwitchin First Nation in its Traditional Territory.
- 5.6 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 licences or permits required to be offered under 1.0, 2.0 and 3.0.
- 5.7 Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace any licence or permit obtained by the Vuntut Gwitchin First Nation under these provisions which licence or permit the Vuntut Gwitchin First Nation has sold or assigned.
- 5.8 Nothing in 1.0, 2.0, or 3.0 shall be construed to prevent the Vuntut Gwitchin First Nation or a Vuntut Gwitchin from acquiring additional permits or licences through the normal regulatory process.
- 5.9 The right of first refusal pursuant to 1.0, 2.0, 3.0 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of that provision.

CHAPTER 24 - YUKON INDIAN SELF-GOVERNMENT

**Specific Provision**

24.8.2.1 Exceptions to the restrictions set out in 24.8.2 are set out in the Tr'ondëk Hwëch'in Self-Government Agreement.

CHAPTER 25 - TRANSBOUNDARY AGREEMENTS

## Specific Provision

- 25.6.0 Gwich'in Transboundary Agreement
- 25.6.1 In 25.6.0, "this Agreement" means this Agreement at the Effective Date of this Agreement.
- 25.6.2 Where there is any inconsistency or conflict between a provision of this Agreement and the Gwich'in Transboundary Agreement, with respect to the application of those provisions in any area other than the Primary Use Area, the provisions of this Agreement shall prevail to the extent of the inconsistency or conflict.
- 25.6.3 Where there is any inconsistency or conflict between a provision of this Agreement and the Gwich'in Transboundary Agreement, with respect to the application of those provisions in the Primary Use Area, the provisions of the Gwich'in Transboundary Agreement shall prevail to the extent of the inconsistency or conflict.
- 25.6.4 Government shall each, within its jurisdiction, implement the provisions of the Gwich'in Transboundary Agreement which are applicable to it.

CHAPTER 25 - TRANSBOUNDARY AGREEMENTS**Specific Provision****25.6.0 Transboundary Agreements**

25.6.1 The parties to this Agreement shall Consult with each other, and with any transboundary claimant group which so requests, respecting the relationship of this Agreement to any proposed Transboundary Agreement which will apply in the Teslin Tlingit Council Traditional Territory.

26.6.2 Each party to this Agreement shall consider proposals by any of them, or by any party to a proposed Transboundary Agreement, to amend this Agreement to resolve potential conflicts or inconsistencies between this Agreement and any proposed Transboundary Agreement.

25.6.3 The Teslin Tlingit Council may agree that rights and benefits of the Teslin Tlingit Council and Teslin Tlingit set out in this Agreement be provided instead to a transboundary claimant group in that group's Transboundary Agreement.

25.6.4 Government may provide in a Transboundary Agreement rights and benefits to a transboundary claimant group which are applicable in the Teslin Tlingit Council Traditional Territory.

CHAPTER 25 - TRANSBOUNDARY AGREEMENTS

## Specific Provision

## 25.6.0 Gwitchin Transboundary Agreement

25.6.1 In 25.6.0, "this Agreement" means this Agreement at the Effective Date of this Agreement.

25.6.2 Where there is any inconsistency or conflict between a provision of this Agreement and the Gwitchin Transboundary Agreement, with respect to the application of those provisions in any area other than the Primary Use Area, the provisions of this Agreement shall prevail to the extent of the inconsistency or conflict.

25.6.3 Where there is any inconsistency or conflict between a provision of this Agreement and the Gwitchin Transboundary Agreement, with respect to the application of those provisions in the Primary Use Area, the provisions of the Gwitchin Transboundary Agreement shall prevail to the extent of the inconsistency or conflict.

## 25.7.0 Old Crow/Inuvialuit reciprocal Harvesting Agreement

25.7.1 The provisions of an agreement between the Vuntut Gwitchin and the Inuvialuit are set out in Schedule A - Old Crow/Inuvialuit Reciprocal Harvesting Agreement, attached to this chapter. For greater certainty, the agreement set out in Schedule A - Old Crow/Inuvialuit Reciprocal Harvesting Agreement, attached to this chapter is included for information only and does not form part of this Agreement.



CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR SETTLEMENT  
IMPLEMENTATION

**Specific Provision**

28.3.13.3      The Chief and Council is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.

CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR  
SETTLEMENT IMPLEMENTATION

**Specific Provision**

28.3.13.3      The Council of the Little Salmon/Carmacks  
First Nation is the Yukon First Nation  
entity referred to in 28.3.13.1 and  
28.3.13.2.

CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR  
SETTLEMENT IMPLEMENTATION

Specific Provision

28.3.13.3 The First Nation Council of Nacho Nyak Dun is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.

CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR  
SETTLEMENT IMPLEMENTATION

**Specific Provision**

28.3.13.3 The Council of the Selkirk First Nation is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.

CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR  
SETTLEMENT IMPLEMENTATION

Specific Provision

28.3.13.3 The Ta'an Kwach'an Council is the Yukon First  
Nation entity referred to in 28.3.13.1 and  
28.3.13.2.

CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR  
SETTLEMENT IMPLEMENTATION

**Specific Provision**

28.3.13.3 The Teslin Tlingit Council Executive is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.

CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR  
SETTLEMENT IMPLEMENTATION

**Specific Provision**

28.3.13.3 The Tr'ondëk Hwëch'in Council is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.



CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR  
SETTLEMENT IMPLEMENTATION

**Specific Provision**

28.3.13.3 The Chief and Council is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.