

FIRST NATION OF  
NACHO NYAK DUN  
FINAL AGREEMENT  
IMPLEMENTATION PLAN



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Canada

**Implementation Plan -- Nacho Nyak Dum Final Agreement**

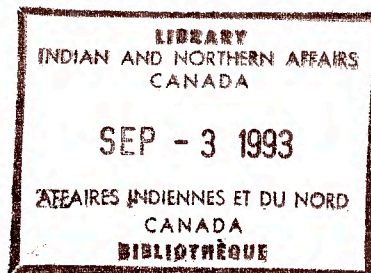
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# FIRST NATION OF NACHO NYAK DUN

## FINAL AGREEMENT

## IMPLEMENTATION PLAN



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Hon. Pauline Browes,  
Minister of Indian Affairs and  
Northern Development,  
Ottawa, 1993.

QS-8487-010-EE-A1  
Catalogue No. R34-5/2-1-1993E  
ISBN 0-662-20780-7

Minister of Supply and Services Canada

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AMONG:

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

AND:

The First Nation of Nacho Nyak Dun (hereinafter referred to as "NNDFN");

AND:

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

hereinafter referred to as the "Parties".

WHEREAS:

The Parties signed the document entitled the First Nation of Nacho Nyak Dun Final Agreement on the 29th day of May, 1993 (such document being hereinafter referred to as the "NNDFA");

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

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

NOW THEREFORE, the Parties agree as follows:

Interpretation of the NNDFA Plan

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

Legal Status of the NNDFA Plan

5. The NNDFA Plan shall be attached to but shall not form part of the NNDFA.

6. The Umbrella Final Agreement Implementation Plan, as signed on the 29th day of May, 1993 by the Parties to the Umbrella Final Agreement, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the Umbrella Final Agreement, is attached hereto as Appendix A.
7. The Umbrella Final Agreement Implementation Plan and the NNDFA Plan shall be read together.
8. The provisions of the NNDFA Plan contained in paragraphs 11 and 12 constitute a contract between the Parties. Pursuant to 28.4.8 of the NNDFA, the Parties expressly intend that the provisions of the remaining portions of the NNDFA Plan and the provisions of the NNDFA Plan contained in Annexes A, B, C, D, E and F do not constitute a contract between the Parties.
9. Subject to paragraph 8, the provisions of the NNDFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the NNDFA will be implemented, and are not intended to create legal obligations.

Contents of the NNDFA Plan

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

Regional Land Use Planning Commission;  
Mayo District Renewable Resources Council;  
Settlement Land Committee;

- 10.3 Annex C: An information strategy;
- 10.4 Annex D: Part 1 - Economic Planning;  
Part 2 - Contracting and Employment Opportunities;
- 10.5 Annex E: Co-ordination of the NNDFFA Plan and the NNDFN  
Self-Government Implementation Plan; and
- 10.6 Annex F: Training Priorities.

Implementation Funding

- 11. Subject to any amendment of the NNDFFA Plan by the Parties, Canada shall make financial payments to the NNDFN as follows:
  - 11.1 \$291,474 per annum (1992 constant dollars);
  - 11.2 \$380,000 in Year 1, \$380,000 in Year 2 and \$190,000 in Year 3 (all figures in 1992 constant dollars);
  - 11.3 \$ 35,715 (1992 constant dollars) for its participation on the Settlement Land Committee;

- 11.4 The payments referred to in paragraphs 11.1, 11.2 and 11.3 above shall be made in accordance with the provisions of the Financial Transfer Agreement between the NNDFN and Canada, dated the 29th day of May, 1993; and
- 11.5 The payment of the amounts described in paragraphs 11.1, 11.2 and 11.3 above, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to the NNDFN for the period of time identified in the Financial Transfer Agreement.

- 12. Subject to any amendment of the NNDFFA Plan by the Parties, the Yukon shall pay \$75,000 (1992 constant dollars) per annum to the Mayo District Renewable Resources Council established pursuant to 16.6.0 of the NNDFFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the UFA Implementation Plan (Appendix A).
- 13. Subject to any amendment of the NNDFFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in paragraph 12, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to the Mayo District Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the NNDFFA.
- 14. The Yukon, following consultation with the NNDFN, shall establish funding arrangements with the Mayo District Renewable Resources Council. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.

15. The Mayo District Renewable Resources Council shall be provided the degree of flexibility within its funding arrangements to allocate, re-allocate and manage funds within its approved budget in a manner similar to that generally accorded to comparable agencies of government.
16. The NNDFN shall provide an amount of up to \$35,715 (1992 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3.0 of the NNDFFA.
17. Notwithstanding the provisions of paragraph 11.3, Government may enter into agreements with the NNDFN to provide funding for any projects, activities and responsibilities to be undertaken by the Settlement Land Committee, in addition to the projects, activities and responsibilities described in the NNDFFA. Notwithstanding the provisions of paragraph 12, Government may enter into agreements with the Mayo District Renewable Resources Council to provide funding for any projects, activities and responsibilities to be undertaken by the Mayo District Renewable Resources Council, in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to NNDFFA 2.12.2.8.

#### Implementation Plan Monitoring

18. Within 30 days after the Effective Date of the NNDFFA, each of the Parties shall appoint a representative to act on its behalf, who shall use best efforts to resolve any issue which may arise in relation to the implementation of the NNDFFA Plan.

#### Implementation Plan Review

19. Unless the Parties otherwise agree, they shall complete a review of the NNDFFA Plan to determine the adequacy of the provisions of the NNDFFA Plan and of the implementation funding provided under the NNDFFA Plan,
  - 19.1 in the fifth fiscal year following the Effective Date of the NNDFFA;
  - 19.2 in the ninth fiscal year following the Effective Date of the NNDFFA; and
  - 19.3 thereafter, as the Parties may agree.
20. The Parties shall make best efforts to complete a review pursuant to paragraph 19 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

#### Amendment

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

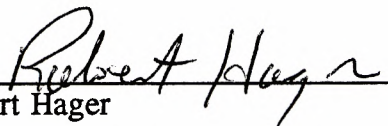


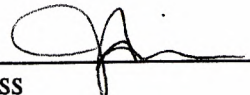
Effective Date of the Plan

23. This Plan shall take effect as of the Effective Date of the NNDA.

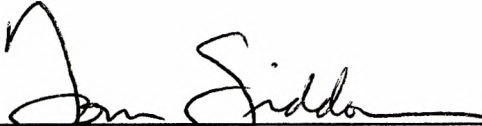
IN WITNESS WHEREOF we, the duly authorized representatives of the Parties, have affixed our signatures hereunder as of this 29<sup>th</sup> day of May, 1993.


On behalf of the First Nation of Nacho Nyak Dun:

  
\_\_\_\_\_  
Robert Hager  
Chief  
First Nation of Nacho Nyak Dun

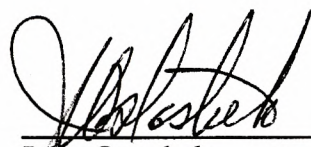
  
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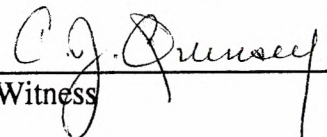
On behalf of Canada:

  
\_\_\_\_\_  
The Honourable Tom Siddon  
Minister of Indian Affairs  
and Northern Development

  
\_\_\_\_\_  
Witness

On behalf of the Yukon:

  
\_\_\_\_\_  
John Ostashek  
Government Leader

  
\_\_\_\_\_  
Witness

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**ACRONYMS**

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

<b>BNA</b>	-	<b>Basic Needs Allocation</b>
<b>CPS</b>	-	<b>Canadian Parks Service</b>
<b>CWS</b>	-	<b>Canadian Wildlife Service</b>
<b>CYI</b>	-	<b>Council for Yukon Indians</b>
<b>DIAND</b>	-	<b>Department of Indian Affairs and Northern Development</b>
<b>DND</b>	-	<b>Department of National Defence</b>
<b>EMR</b>	-	<b>Department of Energy, Mines &amp; Resources</b>
<b>LTO</b>	-	<b>Land Titles Office</b>
<b>NEB</b>	-	<b>National Energy Board</b>
<b>NNDFA</b>	-	<b>Nacho Nyak Dun Final Agreement</b>
<b>NNDFN</b>	-	<b>Nacho Nyak Dun First Nation</b>
<b>NTS</b>	-	<b>National Topographic Series</b>
<b>RLUPC</b>	-	<b>Regional Land Use Planning Commission</b>
<b>SGA</b>	-	<b>Self-Government Agreement</b>
<b>SLC</b>	-	<b>Settlement Land Committee</b>
<b>SMA</b>	-	<b>Special Management Area</b>
<b>SRB</b>	-	<b>Surface Rights Board</b>

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<b>SSC</b>	-	<b>Salmon Sub-Committee</b>
<b>TAC</b>	-	<b>Total Allowable Catch</b>
<b>UFA</b>	-	<b>Umbrella Final Agreement</b>
<b>YFN</b>	-	<b>Yukon First Nation</b>
<b>YFNFA</b>	-	<b>Yukon First Nation Final Agreement</b>
<b>YGPNB</b>	-	<b>Yukon Geographical Place Names Board</b>
<b>YHRB</b>	-	<b>Yukon Heritage Resources Board</b>

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**ANNEX A**

**SPECIFIC ACTIVITIES, PROJECTS AND MEASURES**

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This Annex refers to the implementation of selected generic and specific provisions of the First Nation of Nacho Nyak Dun Final Agreement.

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

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

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the First Nation of Nacho Nyak Dun Final Agreement to be addressed prior to the effective date of Settlement Legislation or in the negotiation or ratification of the First Nation of Nacho Nyak Dun Final Agreement.

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**PROJECT:** UFA amendment

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Canada, Yukon, CYI

**OBLIGATIONS ADDRESSED:** Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.

Consent to any amendment pursuant to 2.3.1 may only be given on the part of:

- Canada, by the Governor in Council;
- The Yukon, by the Commissioner in Executive Council; and
- Yukon First Nations by the following process,
  - (a) the council for Yukon Indians shall Consult on all proposed amendments with all Yukon First Nations and shall provide the result of those Consultations to all Yukon First Nations,
  - (b) an amendment shall only be considered approved by the Yukon First Nations if it is approved by two thirds of the Yukon First Nations which have Yukon First Nation Final Agreements in effect and which represent at least 50 percent of all Yukon Indian People, and
  - (c) the Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b)

A Yukon First Nation shall approve an amendment to the provisions of the Umbrella Final Agreement in the same way that it approves amendments to the specific provisions of its Yukon First Nation Final Agreement.

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**REFERENCED CLAUSES:** 2.3.1, 2.3.2, 2.3.3, 2.3.5, 2.3.6, 2.8.3;  
Cross reference 16.4.4.1, 24.12.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Identify need to amend the UFA and forward proposal for amendment to CYI.	As needed
NNDFN	Receive notice of proposal to UFA parties to amend.	When available
NNDFN	Review and communicate views to CYI on response to proposal.	As soon as practicable after receipt of proposal
NNDFN, UFA Parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
NNDFN	Consult with CYI during negotiation of terms of amendment.	As necessary
NNDFN	Review proposed amendment and determine and provide opinion to CYI as to approval of amendment.	Within reasonable time after negotiations are complete, and according to procedure set out in NNDFN
NNDFN	Receive notice of and consider opinion of other YFNs.	Within reasonable time

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NNDFN	Take steps required to give effect to amendment, including any consequential amendment of the NNDFN Plan.	As soon as practicable if all UFA Parties consent to amendment
Canada, Yukon, NNDFN	Publish the amendment as required by UFA 2.3.6	As soon as practicable after all Parties consent to amendment

**Planning Assumptions**

1. This Activity Plan describes procedure with respect to the activities of the NNDFN in respect of UFA amendments. The fourth activity indicates that NNDFN requirements should be addressed in any discussions regarding the approach to the amendment process and specific arrangements to be made to deal with a particular amendment proposal. This opportunity should enable the consequences for the NNDFN of an affirmative response to a proposal for amendment to be addressed.
2. It is expected that the NNDFN will participate in the consultation and determination processes undertaken by CYI in respect of UFA amendments, as described in the UFA Implementation Plan, Annex A.
3. The activities and assumptions described above are expected also to apply in respect of amendments pursuant to UFA 16.4.4.1 and 24.12.3, with such modifications as those provisions require.
4. The Parties may wish to seek appropriate amendments to legislation to reflect amendments of the UFA.

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<b>PROJECT:</b>	Amendment of the First Nation of Nacho Nyak Dun Final Agreement
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, NNDFN
<b>PARTICIPANT/LIAISON:</b>	Gwich'in Tribal Council
<b>OBLIGATIONS ADDRESSED:</b>	Except where expressly provided in a Yukon First Nation Final Agreement, a specific provision applicable to that Yukon First Nation may only be amended by the parties to that Yukon First Nation Final Agreement.

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

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

**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.

the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Final Agreement; and

**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.

a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.

**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.

Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

**REFERENCED CLAUSES:** 2.3.4, 2.3.5, 2.3.6

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Any Party	Identify need to amend the NNDA and forward proposal for amendment to the other parties.	As needed
Parties	Review and respond to the proposal and, if the parties determine that there is an impact on the Tetlit Gwich'in, Consult with the Gwich'in Tribal Council.	As soon as practicable after receipt of the proposal
Parties	At the discretion of the Parties, address specific requirements for the amendment process.	As soon as practicable if the amendment is to be pursued

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Parties	Negotiate the terms of the amendment to be submitted for consent and identify the requirements to give effect to the amendment if approved, including changes to the implementation plan if appropriate.	Within a reasonable time as the Parties may agree
Parties	Initiate the approval process.	As soon as practicable after the negotiations are complete
NNDFN	Hold two meetings at least three months apart to seek the recommendation of the First Nation Council.	As required
NNDFN	Notify Government of result of approval process, and if approval is granted, provide government with a certified copy of the recommendation.	Once NNDFN approval process is complete
Canada and Yukon	Undertake approval process.	Upon receipt of certified copy of recommendation approving the amendment
Governor in Council	If all parties approve amendment, amend NNDFN by Order-in-Council.	Once all approvals secured
Parties	Take agreed upon steps necessary to give effect to the amendment, including amendments to the implementation plan if required.	As soon as practicable

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Canada	Publish amendment in Canada Gazette.	As soon as practicable after the amendment is given effect
Yukon	Publish amendment in Yukon Gazette.	As soon as practicable after the amendment is given effect
NNDFN	Publish amendment in NNDFN law registry.	As soon as practicable after the amendment is given effect

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** First Nation of Nacho Nyak Dun legal entities

**RESPONSIBLE PARTY:** First Nation of Nacho Nyak Dun

**PARTICIPANT/LIAISON:**

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

**Specific Provision**

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.

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.

Government shall not be liable to Nacho Nyak Dun for any damage or loss suffered by Nacho Nyak Dun as a result of the 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.

**REFERENCED CLAUSES:** 2.11.7

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Maintain public register identifying all rights, obligations and liabilities held on behalf of the First Nation of Nacho Nyak Dun pursuant to 2.11.7.1.	Ongoing after the Effective Date
NNDFN	Alter entity holding rights, obligations or liabilities.	At its discretion
NNDFN	Amend register to reflect alteration.	As required



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**PROJECT:** Resolution of overlapping claims

**RESPONSIBLE PARTY:** First Nation of Nacho Nyak Dun

**PARTICIPANT/LIAISON:** Yukon First Nations with Overlapping Area, Yukon and Canada

**OBLIGATIONS ADDRESSED:** The First Nation of Nacho Nyak Dun shall make best efforts to reach agreement with each Overlapping Yukon First Nation on a Contiguous Boundary.

The location of a Contiguous Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.

**REFERENCED CLAUSES:** Chapter 2 Schedule B 2.1, 2.2;  
Cross reference 3.3, 3.4, 4.0, 5.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDNFN	Contact Yukon First Nation with overlapping claim and enter discussions making best efforts to agree on a contiguous boundary.	As soon as practicable
NNDNFN and Overlapping Yukon First Nation	Submit agreed upon boundary to Canada and Yukon for approval.	If agreement is reached
Canada and Yukon	Review agreement and notify affected YFNs of determination.	As soon as practicable
NNDNFN, Canada and Yukon	Amend NNDNFN Traditional Territory to conform with new boundary.	As soon as practicable if Government approval is secured

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NNDNFN, Canada or Yukon	Seek consent of adjacent Yukon First Nation to amend the boundary agreed upon.	As required in the future should amendment be desired
Adjacent Yukon First Nation	Consider request and notify NNDNFN, Canada or Yukon of determination.	Upon receipt of request
NNDNFN, Canada and Yukon	Amend boundary of NNDNFN Traditional Territory.	If consent secured

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**PROJECT:** Resolution of overlapping claims - Panel of Elders

**RESPONSIBLE PARTY:** First Nation of Nacho Nyak Dun, Panel of Elders

**PARTICIPANT/LIAISON:** Yukon First Nations with Overlapping Claims, Canada and Yukon

**OBLIGATIONS ADDRESSED:** 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.

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.

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.

Where Canada or the Yukon does not approve the recommendation of a panel under 2.5, it shall give its reasons in writing.

**REFERENCED CLAUSES:** Chapter 2 Schedule B 2.3, 2.4, 2.5;  
Cross reference 3.3, 4.0, 5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Seek agreement of Overlapping YFN to establish a panel of elders to make recommendations on boundary.	At any time
NNDFN or Overlapping YFN or both	Appoint panel.	If agreement is reached to appoint a panel
Panel of Elders	Consider issue and make written recommendation to YFNs on boundary.	No later than the date that a dispute can be referred to dispute resolution
NNDFN and Overlapping YFN	Review recommendation of panel and refer to Canada and Yukon if recommendation is approved or refer to dispute resolution.	Upon receipt of recommendation
Canada and Yukon	Consider recommendation approved by YFNs.	As soon as practicable
Canada and Yukon	Approve recommendation or reject, with written reasons.	As soon as practicable
Parties	Amend NNDFN Traditional Territory.	As soon as practicable if all parties approve

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Resolution of overlapping claims - Dispute Resolution

**RESPONSIBLE PARTY:** First Nation of Nacho Nyak Dun, Canada, Yukon, Overlapping YFN

**PARTICIPANT/LIAISON:** Person appointed to resolve dispute

**OBLIGATIONS ADDRESSED:** 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:

that Overlapping Yukon First Nation Final Agreement contains specific provisions substantially the same as this Schedule, or

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.

A person appointed under 26.7.0 to resolve a dispute under 3.1 shall have the power:

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

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.

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**REFERENCED CLAUSES:** Chapter 2 Schedule B 3.1, 3.2;  
Cross reference 3.3, 3.4, 4.0, 5.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Any Party or Overlapping YFN	Refer dispute to dispute resolution process under 26.3.0 if conditions are met.	After one year from the Effective Date of the later of the YFNFAs
Arbitrator	If no agreement at mediation, determine boundary.	As required
Arbitrator	Award costs to one or more of the parties, if conditions are met.	At discretion
Parties	Amend NNDFN Traditional Territory.	As soon as practicable after dispute is resolved

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**PROJECT:** Final Agreements with Overlapping Yukon First Nations

**RESPONSIBLE PARTY:** Government, First Nation of Nacho Nyak Dun

**PARTICIPANT/LIAISON:** Overlapping YFNs

**OBLIGATIONS ADDRESSED:** Government shall make best efforts:

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

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

Government shall not agree in an Overlapping Yukon First Nation's 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.

**REFERENCED CLAUSES:** Chapter 2 Schedule B 5.2, 5.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Make best efforts to include provisions substantially the same in the YFNFA's of Overlapping YFNs.	During YFNFA negotiations
Government	Make best efforts to complete noted YFNFA's within 10 years.	

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Government	Propose to include provisions in an Overlapping YFNFA which resolve conflicts or inconsistencies in a manner other than that set out in this schedule and seek consent of the First Nation of Nacho Nyak Dun.	As required during YFNFA negotiations
NNDFN	Review proposal and notify Government of decision.	Upon receipt of proposal
Government	Incorporate alternate approach.	If consent secured
	OR	
Government	Abandon proposal.	If consent is not secured

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**PROJECT:** Traplines in Overlapping Area

**RESPONSIBLE PARTY:** First Nation of Nacho Nyak Dun

**PARTICIPANT/LIAISON:** Overlapping Yukon First Nation

**OBLIGATIONS ADDRESSED:** 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 shall not be so designated until:

- more than 50 percent of that trapline is situated in the Traditional Territory of the First Nation of Nacho Nyak Dun, or
- the First Nation of Nacho Nyak Dun and the Overlapping Yukon First Nation agree.

**REFERENCED CLAUSES:** Chapter 2 Schedule B 6.1;  
Cross reference 16.11

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN or Overlapping YFN	Seek agreement of other party to designate a trapline as Category 1.	As required
NNDFN or Overlapping YFN	Review proposal and respond.	As soon as practicable
NNDFN	Designate trapline.	If consent secured or if 50 percent of trapline is in NNDFN Traditional Territory

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**PROJECT:** Consultation on specified matters in Overlapping Area

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** First Nation of Nacho Nyak Dun

**OBLIGATIONS ADDRESSED:** 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.

**REFERENCED CLAUSES:** Chapter 2 Schedule B 7.1;  
Cross reference 4.1.1 - 4.1.5

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify NNDFN of matter affecting rights of NND or the NNDFN, and provide relevant information.	As required
NNDFN	Review information and present views to Government.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented.	Prior to taking action
Government	Take appropriate action taking into account views presented by NNDFN.	As required

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**PROJECT:** NNDFN enrollment responsibilities -- after the dissolution of an Enrollment Committee

**RESPONSIBLE PARTY:** NNDFN

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

**OBLIGATIONS ADDRESSED:** Upon dissolution of an Enrollment Committee the Yukon First Nation shall have the powers and responsibilities to:

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

**REFERENCED CLAUSES:** 3.9.3;  
Cross reference 3.12.1

NNDFN	Establish and publish procedures.	On assumption of enrollment duties
NNDFN	Continue enrollment in accordance with this clause.	As required
NNDFN	Deliver to Yukon updated list.	Annually on anniversary of Enrollment Committee's dissolution

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Receive documentation from Enrollment Committee.	Upon dissolution of the Enrollment Committee, or two years after the Effective Date

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**PROJECT:** Continuation of enrollment

**RESPONSIBLE PARTY:** NNDFN

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

**OBLIGATIONS ADDRESSED:** After the dissolution of an Enrollment Committee, a Person seeking enrollment as a Yukon Indian Person, and a Person making application pursuant to 3.3.2 or 3.3.3 shall apply to the appropriate Yukon First Nation which shall determine, according to this chapter, whether such Person or the Person on whose behalf the application is being made, is entitled to be enrolled under its Yukon First Nation Final Agreement.

If the Yukon First Nation rejects the application or fails or refuses to make a decision within 120 days, then an appeal shall lie to either:

- the Enrollment Commission, if it has not been dissolved pursuant to 3.10.4; or
- a single arbitrator appointed by the chairperson of the Dispute Resolution Board.

Upon a decision to enroll a Person under 3.10.1, the Yukon First Nation shall provide written notice to Government. Such enrollment shall not come into effect until 30 days following Government's receipt of such notice or, in the event of a dispute, until a determination has been made pursuant to 3.11.0.

**REFERENCED CLAUSES:** 3.10.1, 3.10.2, 3.10.3;  
Cross reference 3.11.3

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Responsibility	Activities	Timing
NNDFN	Receive application for enrollment.	After dissolution of Enrollment Committee
NNDFN	Assess application and notify individual of determination.	Within 120 days of receipt of application
	<u>If application is accepted by NNDFN within 120 days:</u>	
NNDFN	- notify Canada and Yukon in writing of acceptance.	As soon as practicable
Canada and Yukon	- acknowledge receipt.	Upon receipt
	- if no dispute, enrollment is given effect.	30 days following date of receipt by Yukon
	<u>If application is rejected or no decision made by NNDFN within 120 days, and individual appeals:</u>	
NNDFN	- prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator.	As required
NNDFN	Notify Governments of new beneficiary.	If Enrollment Commission or Arbitrator confirms eligibility

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**PROJECT:** Cancel reservation or notation to Lands Set Aside

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** The reservation or notation with respect to all Land Set Aside selected pursuant to 4.2.2 shall be cancelled by the Department of Indian Affairs and Northern Development.

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

**REFERENCED CLAUSES:** 4.2.3, 4.2.4

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

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

**RESPONSIBLE PARTY:** Land Titles Office or any successor

**PARTICIPANT/LIAISON:** NNDFN, Mining Recorder

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

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

**REFERENCED CLAUSES:** 5.2.3, 5.2.4;  
Cross reference Chapter 15 (Surveys)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Apply to LTO to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after receipt of confirmed survey plans of Category A Settlement Parcels
LTO	Register title according to procedures, as may be amended from time to time.	As soon as practicable
LTO	Provide the NNDFN with confirmation of registration.	As soon as practicable after registration



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**Planning Assumption**

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

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**PROJECT:** Registration of title to Fee Simple Settlement Land

**RESPONSIBLE PARTY:** Land Titles Office or any successor

**PARTICIPANT/LIAISON:** NNDFN

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

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

**REFERENCED CLAUSES:** 5.2.3, 5.2.4;  
Cross reference Chapter 15 (Surveys)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Apply to Land Titles Office (LTO) to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after land becomes Settlement Land
LTO	Register title according to procedures, as may be amended from time to time.	As soon as practicable
LTO	Provide the NNDFN with confirmation of registration.	As soon as practicable after registration

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**Planning Assumptions**

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

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- PROJECT:** Define boundaries of Settlement Land; deposit plans of survey in Land Titles Office and in NNDFN lands system(s)
- RESPONSIBLE PARTY:** Canada
- PARTICIPANT/LIAISON:** NNDFN, Land Titles Office or any successor
- OBLIGATIONS ADDRESSED:** The boundaries of the Settlement Land of a Yukon First Nation shall be defined pursuant to Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.
- Plans of survey confirmed in accordance with Chapter 15 - Definition of Boundries and Measurement of Areas of Settlement Land shall be deposited in the Land Titles Office and any system established under 5.5.1.4 applicable to the Settlement Land dealt with in the survey.
- REFERENCED CLAUSES:** 5.3.2, 5.3.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (EMR)	Define boundaries of Settlement Land. (See Activity Plans, Chapter 15)	After the Effective Date
Canada (EMR)	Deposit plan of survey in the Land Titles Office.	Upon confirmation of survey plan
Canada (EMR)	Deposit plan of survey in NNDFN system established under 5.5.1.4.	Upon confirmation of survey plan

**Planning Assumption**

1. The LTO will develop a system for receiving plans of survey deposited pursuant to this clause.

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**PROJECT:** Management and administration of Settlement Land and Resources

**RESPONSIBLE PARTY:** First Nation of Nacho Nyak Dun

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Various

**REFERENCED CLAUSES:** 5.5.1, 13.3.1, 13.3.2, 13.9.1, 14.5.1, 14.8.1, 16.5, 17.2.1 18.1.1

Responsibility	Activities	Timing
NNDFN	Establish and operate, under the NND government, a Land and Resource Management Department which will undertake the administration management and regulation related to the ownership and use of land and resources on Settlement Land as specified by the referenced clauses, and will attempt to fulfill the objectives of 16.1.1.4, 16.1.1.6, 16.1.1.7 and 16.1.1.8.	As soon as practicable after the Effective Date

**Planning Assumptions**

- The primary functional responsibilities of the Land and Resources Management Department are anticipated to be: Planning Policy, Registries, Licences, Monitoring, Inspection, Enforcement, Data Gathering and Analysis and Information Distribution. Expected areas of activity related to these areas are illustrated in Table 1.
- In addition to the specified functional responsibilities, the following auxiliary activities are expected as illustrated in Table 2.

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- Further activities directly related to management of Heritage Resources and those related to Chapter 22 economic employment opportunities are illustrated in Table 3.

**TABLE 1 -- LAND AND RESOURCE ACTIVITIES**

ACTIVITY	RELATED CLAUSES			
<b>POLICY AND PLANNING</b>	2.9.3.1	11.6.4 & .5	13.8.5	16.9.10
	5.5.1.2	11.8.3	16.3.11	16.11.1.1
	5.7.4	11.8.4	16.3.17	16.11.12
	5.13	12.8.1.4	16.4.2	16.11.14
	5.15.8	12.8.1.5	16.5.1 -.14	17.4.1
	6.1.5	12.8.1.8	16.6.9	17.4.2
	6.1.8	12.8.1.9	16.6.10.7	17.4.4
	10.3.3.1	12.8.1.10	16.6.10.8	17.5.2
	10.3.4.1	13.4.6	16.6.10.12	17.5.5
	11.3.3	13.8.4	16.7.17.12	17.6.2
<b>REGISTRATION</b>	5.2.3 5.2.4	5.12.0	16.5.1.11	16.5.1.14
	5.5.1.4	16.5.1.3	16.5.1.13	16.11.10.5
<b>LICENSING</b>	5.15.7	14.7.8	16.5.1.4	16.5.1.14
	11.7.2	16.4.2	16.5.1.11	16.11.10.6
	13.8.3	16.4.7	16.5.1.13	16.11.10.9

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<b>MONITO- RING/</b>	5.15.3 - .5	13.9.1	16.5.1.13	17.12.0
<b>INSPECTION/</b>	5.15.7	13.9.4	16.5.1.14	18.1.1
<b>ENFORCE- MENT</b>	6.1.5	13.9.5	16.11.12	18.1.7
	6.1.6	14.7.0	16.11.14	18.2.6
	6.4.0	14.8.1	16.12.10	18.3.0
	6.5.0	14.8.6	16.12.11	18.4.0
	13.8.4	16.3.16	17.9.0	
	13.8.7.1	16.5.1.11	17.10.0	
	13.8.7.1	16.5.11		

<b>DATA</b>	14.8.1	16.6.17	16.9.6	16.9.16
	14.8.2	16.7.20	16.9.7	16.9.17
	16.5.1.3	16.9.1.3	16.9.8	16.10.3
	16.5.1.5	16.9.1.4	16.9.9	16.10.16.1
	16.5.1.8	16.9.3	16.9.11	17.4.2
	16.5.1.12	16.9.5.3	16.9.13	

<b>INFORMA- TION</b>	6.2.1	6.3.0	16.4.5	
	6.2.8	16.4.2	16.10.16.1	

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**TABLE 2 -- AUXILIARY LAND AND RESOURCE ACTIVITIES**

<b>CONSULTA- TION</b>	2.9.3.1.B-7	11.6.3.2	12.16.1	17.5.4.1
	5.6.9	11.6.4	12.18.1	17.7.1
	6.4.2	11.6.5.2	14.10.2	17.7.2
	8.5.2	11.9.1	15.2.9	17.8.2
	10.5.3	12.3.3	16.12.8	18.2.5.3
	11.6.2	12.13.3	17.5.3	

<b>CONSENT</b>	5.6.10	6.3.3	10.3.5	18.3.3
	5.6.11	6.3.6	14.7.5	18.3.4
	5.15.5	6.4.5	17.10.2	18.4.3
	5.15.7	6.5.1	17.10.4	18.4.4

<b>AGREEMENT</b>	6.1.2	13.3.8	13.9.2	16.10.8
	6.1.8	13.7.1	16.4.5	17.7.3
	6.1.9	13.7.2	16.6.12	18.2.7
	8.1.9	13.8.2	16.8.6.1	18.2.8
	11.4.1	13.8.7.5	16.10.5	18.2.10

<b>NEGOTIA- TION</b>	6.6.1	10.4.1	16.4.4.1	16 A 4.1
	7.4.1	10.4.6	16.9.5	
	7.5.1	16.4.1	16.12.8	

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**BOARD STANDING**

<b>WATER BOARD</b>	14.7.4	14.8.6	14.11	
	14.8.3	14.9.1		

<b>SURFACE RIGHTS BOARD</b>	5.15.6	6.3.7.	7.5.2	18.1.2
	5.15.9	6.4.6	13.8.7.3	18.2.6
	5.15.10	6.5.1	14.7.5	18.2.8
	6.3.4	6.6.2	17.10.5	18.3.5

<b>YUKON DEVELOPMENT ASSESSMENT BOARD</b>	12.8.1.4	12.8.1.10		
	12.8.1.8	12.13		
	12.8.1.9			

<b>HERITAGE RESOURCES BOARD</b>	13.3.2.1	<b>YUKON GEOGRAPHICAL PLACE NAMES BOARD</b>	13.11.2	
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**HEARINGS**

<b>EXPROPRIATION</b>	7.4.3.3	7.6		
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<b>DISPUTE RESOLUTION</b>	3.11.3	13.3.7	15.3.8	16.9.1.3
	10.4.3	13.4.6-B3.2	15.3.9	16.11.10.8
	11.4.2.4	13.9.3	15.6.7	

<b>COURT</b>	14.8.8	14.8.10	16.8.9	
	14.8.9	14.8.11		

<b>COMPENSATION</b>	6.1.5	7.5.1	7.8.3	16.11.13
	6.4.4	7.5.2	14.12.0	17.12.1.5

**HERTITAGE ACTIVITIES**

<b>GENERAL</b>	13.3.1	13.4.5	13.8.1.2	13.10.5
	13.3.2	13.4.6.1	13.8.7	13.10.7
	13.4.3	13.4.8	13.9.4	13.10.8
	13.4.4	13.8.1.1	13.10.3	13.11.2
<b>CONSULT/ AGREE</b>	13.3.8	13.7.2	13.8.7.5	
	13.7.1	13.8.2	13.9.2	

**TABLE 3 -- ECONOMIC DEVELOPMENT ACTIVITIES**

<b>GENERAL</b>	13.12.1	15.7.2.1	17.14.2	
	15.7.1.1	17.14.1	CHAPTER 22	

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

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** NNDFN

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

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

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

**REFERENCED CLAUSES:** 5.6.3, 5.6.3.1, 5.6.3.2;  
Cross reference 5.6.5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DIAND)	Establish system to account for: - royalties in respect of Existing Mineral Rights received by Government from holder of a Mineral Right on Category A Settlement Land; and - non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category A Settlement Land.	By the effective date of Settlement Legislation
Canada	Account for and pay to NNDFN: - royalties for production received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right; and - non-refunded rents received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right and any surface lease.	As soon as practicable after the first associated royalty payment is received by Government and thereafter, annually on a date to be agreed upon by Government and the NNDFN

**Planning Assumption**

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the effective date.

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<b>PROJECT:</b>	Payment of non-refunded rents -- Category B and Fee Simple Settlement Lands
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	Where Category B Settlement Land or Fee Simple Settlement Land is subject to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time, any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that existing surface lease held by the Mineral Right holder.
<b>REFERENCED CLAUSES:</b>	5.6.4; Cross reference 5.6.5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DIAND)	Establish system to account for non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category B or Fee Simple Settlement Land.	By the effective date of Settlement Legislation
Canada (DIAND)	Account for and pay to NNDFN non-refunded rents received by Government from the holder of a Mineral Right in respect of surface lease.	As soon as practicable after the Effective Date and thereafter annually on a date to be agreed upon by Government and the NNDFN

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**Planning Assumption**

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date.

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**PROJECT:** Consultation with NNDFN -- Encumbering Rights

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDFN

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

**REFERENCED CLAUSES:** 5.6.9;  
Cross reference Definition of "Encumbering Right" in 5.6.1 and 5.4.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify and provide relevant details to NNDFN, of intention to: -renew or replace an Encumbering Right; -issue a new Encumbering Right; and -set Royalty, rent or fee described.	As required
NNDFN	Prepare and present views.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented.	Prior to making determination
Government	Notify NNDFN of outcome.	As practicable



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**Planning Assumption**

1. The nature and extent of Consultation will vary according to the issue under consideration.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Amendment of terms of Encumbering Rights

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** NNDFN

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

**REFERENCED CLAUSES:** 5.6.10;  
Cross reference 5.4.2

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

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Cancellation and replacement of Encumbering Rights

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Minister

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

The Minister may only refuse to consent under 5.6.11 if:

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

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

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

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

**REFERENCED CLAUSES:** 5.6.11, 5.6.12

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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Responsibility	Activities	Timing
NNDFN	Advise Minister that a Government-issued Encumbering Right should be cancelled and replaced by an interest provided by a NNDFN.	After the Effective Date
Minister who issued original encumbering right	Verify that cancellation and replacement is consistent with requirements of 5.6.12.	Upon receipt of proposal
Minister	If consistent, cancel Encumbering Right.	As soon as practicable
NNDFN	Replace Encumbering Right with interest provided by NNDFN	

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Discovery of information subject to disclosure

**RESPONSIBLE PARTY:** Government and/or NNDFN

**PARTICIPANT/LIAISON:** Surface Rights Board

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

(a) the department or entity does not have the management, charge or direction of the land,

(b) the reservation is cancelled, or

(c) the Commissioner does not have administration and control of the land,

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

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

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**REFERENCED CLAUSES:** 5.7.4;  
Cross reference 7.5.0

Responsibility	Activities	Timing
Government or NNDFN	Provide other party with information subject to disclosure under 5.7.1.	After ratification of NNDFN, upon becoming aware of information
Government	Declare status under 5.7.4.1.	As soon as practicable
	OR	
Government	Declare status under 5.7.4.2.	As soon as practicable
Government and the NNDFN	Refer matter to Surface Rights Board for determination of compensation pursuant to 7.5.0.	As required if land is declared pursuant to 5.7.4.2

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Reacquisition of Settlement Land

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Land Titles Office or any successor

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

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

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

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

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

**REFERENCED CLAUSES:** 5.12.1

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FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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Responsibility	Activities	Timing
NNDFN	Reacquire Settlement Land in fee simple title.	At discretion of the NNDFN
NNDFN	Register fee simple title at Land Titles Office.	Upon reacquisition

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Deregistration of Category A and Category B Settlement Land

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Land Titles Office or any successor

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

the reservations and exceptions set out in 5.4.2; and

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

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

the reservations and exceptions set out in 5.4.2; and

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

**REFERENCED CLAUSES:** 5.13.1, 5.13.2

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**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Apply to Land Titles Office (LTO) to deregister parcel of Category A or B Settlement Land.	At discretion of NNDFN after the Effective Date
LTO	Verify that land is eligible for deregistration under this clause.	Upon application by a NNDFN
LTO	If eligible, deregister parcel and notify NNDFN of deregistration.	As soon as practicable

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Surface Rights Board

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

**REFERENCED CLAUSES:** 5.15.5;  
Cross reference 5.15.0

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Responsibility	Activities	Timing
NNDFN	Receive request for access.	As required
NNDFN	Review request, grant or deny request and notify applicant of decision.	Within a reasonable time of the request
NNDFN	Prepare for and respond to an application before the Surface Rights Board.	If a referral is made

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

**RESPONSIBLE PARTY:** NNDFN, Government

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 5.15.7;  
Cross reference 5.15.0

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

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement

**RESPONSIBLE PARTY:** NNDFN, Yukon, Canada

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 6.1.2;  
Cross reference 6.1.8, 2.3.4, 2.3.5, 2.3.6

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

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**PROJECT:** Right of access for outfitting concession holders

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

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.

**REFERENCED CLAUSES:** 6.1.2.1, 6.1.2.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Inform outfitting concession holders of rights of access pursuant to these clauses.	As soon as practicable after the Effective Date
NNDFN	Notify outfitting concession holder of a reasonable time limit to remove any property.	At expiry of the one year period described
NNDFN	At discretion, negotiate additional rights of access with outfitting concession holder.	At any time

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**PROJECT:** Determining Liability of NNDFN on Undeveloped Settlement Land

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 6.1.3

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

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 6.1.5;  
Cross reference 6.1.6

Responsibility	Activities	Timing
NNDFN	Develop procedures re: monitoring/reporting damage.	After Effective Date
NNDFN	Respond to report of damage. Assess extent of damage.	As soon as practicable after report is received
NNDFN	At discretion, request compensation for damage.	As soon as practicable after determining extent of damage
NNDFN	Attempt to negotiate settlement.	If required
NNDFN	At discretion, refer to Surface Rights Board or court.	If no agreement reached on compensation



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**PROJECT:** Conditions of access

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

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

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

mischief committed on Settlement Land;

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

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

compensation for damage other than for significant damage.

**REFERENCED CLAUSES:** 6.1.6;  
Cross reference 6.6.0, 6.1.7, 6.3.7

Responsibility	Activities	Timing
NNDFN	At discretion, monitor right of access under 5.15.3, 6.3.1 and 6.3.2 to ensure conditions of 6.1.6 are observed.	After Effective Date
NNDFN	At discretion, refer to Surface Rights Board or court.	If no compliance with 6.1.6 conditions

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Designation of Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Canada, Yukon

**OBLIGATIONS ADDRESSED:** Government and a Yukon First Nation may agree from time to time to designate Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land.

**REFERENCED CLAUSES:** 6.1.8;  
Cross reference 2.3.6, 6.1.2, 7.5.2.9; Appendix A 3.2.2

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

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Government                      Record changed designation.

**Planning Assumption**

1. Maps of Settlement Land may have to be changed to indicate redesignation.

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Government

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

for the benefit of any Person; or

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

**REFERENCED CLAUSES:** 6.1.9

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Request to designate any new or improved route of access on Settlement Land as a highway or public road.	As determined necessary by Government
NNDFN	Review request and notify Government of decision.	Within a reasonable period of time

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Government

If consent denied, leave route as Settlement Land.

OR

Parties

If consent is granted, amend NNDFN pursuant to 2.3.5.

As required

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**PROJECT:** Right of access to cross Undeveloped Settlement Land

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 6.3.3;  
Cross reference 6.3.1, 6.3.2, 6.3.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Review request for access, and grant or deny consent.	Within a reasonable period of time after request
NNDFN	Respond to application to Surface Rights Board.	As required
NNDFN	Implement Surface Rights Board decision.	
NNDFN	Monitor access.	During and after exercise of access

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Government

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

**REFERENCED CLAUSES:** 6.3.6;  
Cross reference 5.6.0, 6.3.5

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Review request for access and grant or deny consent.	Within reasonable time period
NNDFN	Respond to application to Surface Rights Board.	As required

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**PROJECT:** Reference to Surface Rights Board

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 6.3.7;  
Cross reference 6.3.1, 6.3.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Refer disputes arising from interpretation, application or alleged violation of access provided under 6.3.1 or 6.3.2 to Surface Rights Board for resolution.	As required
NNDFN	Refer any disputes concerning access conditions established pursuant to negotiations by NNDFN and Government under 6.6.0 to Surface Rights Board for resolution.	As required
NNDFN	Respond to an application to Surface Rights Board.	As required

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**PROJECT:** Exercise of right of access by Government for no more than 120 days

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** NNDFN

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

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

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

**REFERENCED CLAUSES:** 6.4.1, 6.4.5.1;  
Cross reference 6.4.3, 6.4.4, 6.6.0

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Where reasonable, notify NNDFN before exercising any right of access to enter, cross and stay on its Settlement Land for a period of no more than 120 consecutive days for a single program/project.	Within a reasonable period of time prior to access

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NNDFN	Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0.	Within a reasonable period of time after notification
NNDFN	Provide response to Government if not in conformity.	
NNDFN, Government	At discretion, initiate negotiations.	If no terms and conditions negotiated
NNDFN	Monitor access.	

**Planning Assumption**

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

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Exercise of right of access by Government or Person authorized by Law for more than 120 consecutive days

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** NNDFN

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

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

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

**REFERENCED CLAUSES:** 6.4.1, 6.4.5.2;  
Cross reference 6.4.6

Responsibility	Activities	Timing
Government	Notify NNDFN of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.	Within a reasonable period of time prior to access
NNDFN	Review notification and notify Government of decision.	Within a reasonable period of time after notification

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Government	Exercise access.	If consent granted
	OR	
	Cease access and at discretion, refer issue to Surface Rights Board.	If no consent granted
NNDFN	Respond to application to Surface Rights Board.	Within time frame specified by Surface Rights Board
Government	Exercise access pursuant to Surface Rights Board order.	If Surface Rights Board so orders
NNDFN	Monitor access.	During and after access

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Exercise of right of access by Person authorized by Law for no more than 120 days

**RESPONSIBLE PARTY:** Person authorized by Law

**PARTICIPANT/LIAISON:** NNDFN

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

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

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

**REFERENCED CLAUSES:** 6.4.2, 6.4.5.1;  
Cross reference 6.4.3, 6.4.4, 6.6.0

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Person authorized by Law	Notify NNDFN of intention to exercise right of access, including brief description of activity and project or program and anticipated length of access.	Prior to access

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NNDFN	Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0.	
	Prepare and present views to Person authorized by Law.	Within a reasonable time prior to access
Person authorized by Law	Provide full and fair consideration to views of NNDFN.	
Person authorized by Law	Exercise access (as may be adjusted by agreement with NNDFN).	After consideration of NNDFN views
NNDFN	Monitor access.	During and after access

**Planning Assumption**

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

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Exercise of right of access by Government or Person authorized by Law **for more than 120 consecutive days**

**RESPONSIBLE PARTY:** Person authorized by Law

**PARTICIPANT/LIAISON:** NNDFN

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

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

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

**REFERENCED CLAUSES:** 6.4.2, 6.4.5.2;  
Cross reference 6.4.6

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Person authorized by Law	Notify NNDFN of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.	Within a reasonable period of time prior to access
NNDFN	Review notification and notify authority of decision.	Within a reasonable period of time after notification

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Person authorized by Law	Exercise access.	If consent granted
	OR	
NNDFN	Cease access and at discretion, refer issue to Surface Rights Board.	If no consent granted
Person authorized by Law	Respond to application to Surface Rights Board.	Within time frame specified by Surface Rights Board
NNDFN	Exercise access pursuant to Surface Rights Board orders.	If Surface Rights Board so orders
NNDFN	Monitor access.	During and after access



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**PROJECT:** Liability for damage to Settlement Land

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 6.4.4;  
Cross reference 6.4.2, 6.4.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	At discretion monitor access to ensure conformity with provisions and any other terms and conditions.	As necessary
Government, its agents or contractors or Person authorized by Law	Report to NNDFN any significant damage to Settlement Land.	As soon as practicable after damage is caused

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NNDFN	Assess extent of damage to Settlement Land or improvements to its Settlement Land.	As soon as practicable after receipt of report
	Request compensation for damage after receiving report of damage.	
NNDFN and Government, its agents or contractors or Person authorized by Law	Attempt to negotiate settlement.	

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**PROJECT:** Department of National Defence right of access

**RESPONSIBLE PARTY:** Canada, NND

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** In addition to the right of access provided by 6.4.1, the Department of National Defence has a right of access to Undeveloped Settlement Land for military manoeuvres with the consent of the affected Yukon First Nation with respect to contact persons, areas, timing, environmental protection, protection of Wildlife and habitat, land use rent, and compensation for damage caused to Settlement Land and improvements and personal property thereon, or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.

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

**REFERENCED CLAUSES:** 6.5.1 and 6.5.3;  
Cross reference 6.5.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DND)	Request consent of NNDFN for access to its Undeveloped Settlement Land for military manoeuvres.	As required, prior to exercise of right of access
NNDFN	Review request and notify Canada (DND) of decision.	Within a reasonable period of time
Canada (DND)	At discretion, refer to Surface Rights Board for consideration of terms and conditions.	If no consent granted

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Canada (DND)

Provide advance notice of any military exercises/operations to inhabitants of any area to be affected, and exercise access in accordance with terms and conditions.

Prior to commencement of military exercises/operations

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**PROJECT:** Establishment of terms and conditions of access by NNDFN

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Yukon, Canada

**OBLIGATIONS ADDRESSED:** If a Yukon First Nation wishes to establish terms and conditions for the exercise of a right of access provided:  
  
by 5.15.3, 6.3.1, 6.3.2, 16.11.12, 18.3.1, 18.4.1 or 18.4.2; or  
  
by 6.4.1 or 6.4.2 where the right of access is for a period of no more than 120 consecutive days,  
  
the Yukon First Nation and Government shall attempt to negotiate the terms and conditions.  
  
Failing agreement pursuant to 6.6.1, the Yukon First Nation may refer the matter to the Surface Rights Board. The Surface Rights Board may establish terms and conditions only for the exercise of a right of access which specify seasons, times, locations, method or manner of access.

**REFERENCED CLAUSES:** 6.6.1, 6.6.2;  
Cross reference 5.5.1, 6.1.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Notify Government of wish to negotiate the establishment of terms and conditions for the exercise of a right of access identified above.	Any time after Effective Date

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NNDFN, Government

Attempt to negotiate terms and conditions for the exercise of a right of access listed above.

Within reasonable time after notification by NNDFN

NNDFN

At discretion refer matter to Surface Rights Board to establish terms and conditions for the exercise of a right of access specifying seasons, times, locations and method or manner of access in line with 6.6.3 and 6.6.4.

If no negotiated agreement

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**PROJECT:** Expropriation -- Location and extent

**RESPONSIBLE PARTY:** Expropriating Authority

**PARTICIPANT/LIAISON:** NNDFN, Government, SRB or NEB

**OBLIGATIONS ADDRESSED:** This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by NND First Nation.

An Authority shall negotiate with the Affected Yukon First Nation the location and extent of Settlement Land to be acquired or expropriated.

When agreement of the Affected Yukon First Nation pursuant to 7.4.1 is not obtained, the following procedures shall apply:

- any expropriation of Settlement Land shall require the approval of the Governor in Council or the Commissioner in Executive Council as the case may be;
- notice of the intention of any Authority to seek approval under 7.4.3.1 shall be given to the Affected Yukon First Nation by the Authority; and
- notice of the intention shall not be given until the public hearing process under 7.6.0 or the public hearing in accordance with Legislation has been completed.

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

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

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**REFERENCED CLAUSES:** 7.3.1, 7.4.1, 7.4.3, 7.7.1, 7.7.2;  
Cross reference 7.6.0

Responsibility	Activities	Timing
Expropriating Authority	Notify NNDFN of proposal to acquire or expropriate Settlement Land.	As required
NNDFN and Expropriating Authority	Prepare for negotiations.	Upon receipt of notice
Expropriating Authority and NNDFN	Negotiate location and extent of land to be acquired or expropriated.	At a time agreeable to the parties
	<u>If there is an objection filed by a NNDFN:</u>	
NNDFN	Prepare for and participate in public hearing process.	Upon notice
	Follow public hearing procedures listed in 7.6.0, including:	
Body named in Expropriation statute or SRB or NEB	-appoint hearing panel, including at least one nominee of NNDFN if Expropriation is pursuant to NEB Act;	As required
Hearing Panel	-notify NNDFN and public;	As required
Hearing Panel	-provide NNDFN with time to prepare for participation;	As appropriate
Hearing Panel	-provide NNDFN and public opportunity to be heard;	As appropriate

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Hearing Panel	-award costs including interim costs to NNDFN; and	As appropriate after hearing
Hearing Panel	-prepare and submit report to Minister.	As appropriate after hearing
Expropriating Authority	Notify NNDFN of intention to seek authority to expropriate.	At its discretion after public hearing is complete
Expropriating Authority	Seek Governor in Council or Commissioner in Executive Council authority to expropriate.	Prior to expropriating
Governor in Council or Commissioner in Executive Council	Determine if approval will be granted.	Upon request

**Planning Assumptions**

1. For the purposes of this Activity Plan, the "holder of a hearing" will be the body named in the expropriating statute as having the responsibility to hold public hearings respecting expropriations pursuant to the Laws of General Application. If no such body is named, or if no hearing is deemed to be required pursuant to the expropriating statute, the Surface Rights Board shall appoint a hearing panel to conduct the public hearing.
2. The process for determining and awarding compensation in respect of an expropriation is outlined in 7.5.1 to 7.5.2.10. Discussions respecting compensation may occur concurrently with the negotiations on the extent and location.

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<b>PROJECT:</b>	Expropriation -- Compensation
<b>RESPONSIBLE PARTY:</b>	Expropriating Authority
<b>PARTICIPANT/LIAISON:</b>	NNDFN, Surface Rights Board or National Energy Board
<b>OBLIGATIONS ADDRESSED:</b>	An Authority shall negotiate with the Affected Yukon First Nation compensation for Settlement Land being expropriated or acquired, pursuant to this chapter.  When the agreement of the Affected Yukon First Nation pursuant to 7.5.1 is not obtained, the ... provisions [of 7.5.2 shall apply...
<b>REFERENCED CLAUSES:</b>	7.5.1, 7.5.2; Cross reference 7.7.1, 7.7.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Expropriating Authority	Notify NNDFN of desire to negotiate compensation.	As required in conjunction with an expropriation
NNDFN	Prepare for negotiations.	Upon receipt of notice
NNDFN and Expropriating Authority	Negotiate compensation.	At a time agreeable to the parties
	<u>If no agreement on compensation:</u>	
NNDFN or Expropriating Authority	At the discretion of either party, apply to the Surface Rights Board or to NEB as appropriate, to determine dispute over compensation.	Within a reasonable period of time
NNDFN	Prepare for and participate in SRB or NEB compensation process.	As required

**Planning Assumption**

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

- PROJECT:** Inclusion of NNDFN nominee(s) on board, committee or other panel authorized by the National Energy Board Act
- RESPONSIBLE PARTY:** National Energy Board
- PARTICIPANT/LIAISON:** NNDFN
- OBLIGATIONS ADDRESSED:** Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c.N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c.N-7 to settle disputes in respect of expropriation.
- The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.
- REFERENCED CLAUSES:** 7.7.1, 7.7.2

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

**Planning Assumption**

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

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

**RESPONSIBLE PARTY:** Authority exercising Flooding Right

**PARTICIPANT/LIAISON:** NNDFN

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

**REFERENCED CLAUSES:** 7.8.3;  
Cross reference 5.16.4, 7.5.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Authority exercising a Flooding Right and NNDFN	Follow expropriation procedures listed in Activity Plan for UFA 7.3.1.	Prior to the exercise of the Flooding Right
Authority and NNDFN	Negotiate compensation payable to NNDFN.	As required
Authority or NNDFN	At the discretion of any party, apply to SRB to determine dispute over compensation.	If no agreement reached
NNDFN	Prepare for and participate in SRB process.	As required

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

**RESPONSIBLE PARTY:** Authority exercising a Flooding Right

**PARTICIPANT/LIAISON:** NNDFN, Surface Rights Board

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

**REFERENCED CLAUSES:** 7.8.4

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Authority exercising a Flooding Right and NNDFN	Follow expropriation procedures listed in Activity Plan for UFA 7.3.1.	Prior to the exercise of Flooding Right
Authority and NNDFN	Negotiate compensation.	As required
Authority or NNDFN	At the discretion of any party, apply to SRB to determine dispute over compensation.	If no agreement reached
NNDFN	Prepare for and participate in SRB process.	As required

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**PROJECT:** Variation of land allocation

**RESPONSIBLE PARTY:** Government, affected Yukon First Nation

**PARTICIPANT/LIAISON:** All affected Yukon First Nations

**OBLIGATIONS ADDRESSED:** The land allocation determined under 9.3.2 for Yukon First Nations which do not have a Yukon First Nation Final Agreement may be varied by agreement in writing of all affected Yukon First Nations and Government.

**REFERENCED CLAUSES:** 9.3.4;  
Cross reference 9.3.2

Responsibility	Activities	Timing
Yukon First Nation (YFN) or Government	Propose to vary land allocation determined in Chapter 9, Schedule A.	During negotiations of outstanding YFNFA
Party seeking to vary allocation	Notify Government and all affected YFNs of proposal and seek written agreement.	Prior to varying allocation
Affected YFNs and Government	Review and provide written response to proposal.	As soon as practicable
Parties to a YFNFA	Vary allocation.	If written agreement of all affected YFNs and Government is secured
Parties	Amend relevant Settlement Land descriptions as necessary.	After variation agreed upon

**Planning Assumption**

1. If the first activity arises, it will be in the context of outstanding YFNFA negotiations; once all YFNFAs have been completed, this clause will have no further effect.

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**PROJECT:** Land exchange

**RESPONSIBLE PARTY:** Canada, Yukon, NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 9.6.1

Responsibility	Activities	Timing
Canada, Yukon, or NNDFN	At the discretion of any Party, propose a land exchange.	After the Effective Date
Canada, Yukon and NNDFN	Review proposal and negotiate exchange.	If the parties agree
Canada, Yukon and NNDFN	Effect the exchange, amending Settlement Land description and other records as required.	Once an agreement has been negotiated

**Planning Assumptions**

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



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**PROJECT:** Establishment of a Special Management Area other than those provided for in NNDFFA

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** Mayo District Renewable Resources Council, NNDFN, Yukon Heritage Resources Board

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

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

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

**REFERENCED CLAUSES:** 10.3.3, 10.3.4, 10.3.5;  
Cross reference 10.4.1, 10.5.1, 10.5.7, 10.5.8, 10.5.9;  
10.6.0; 10.7.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Appropriate Government	Forward proposal for a Special Management Area not provided for in the NNDFFA to the Mayo District Renewable Resources Council or to the Yukon Heritage Resources Board and the NNDFN if proposal includes Settlement Land.	If proposing the establishment of a Special Management Area not provided for in the NNDFFA
Mayo District Renewable Resources Council or Yukon Heritage Resources Board	Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposed Special Management Area.	As required within reasonable time period
NNDFN	Grant or deny consent to include Settlement Land in Special Management Area.	
Government	Review recommendations of Mayo District Renewable Resources Council or Yukon Heritage Resources Board.	
Government	If Special Management Area does not include Settlement Land, decide whether or not to establish Special Management Area. (after consideration of 10.4.1)	At discretion of Government

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Government

If Special Management Area includes Settlement Land and consent has been granted by the NNDFN, decide whether or not to establish Special Management Area. At discretion of Government

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**PROJECT:** Proposed Special Management Areas which will adversely affect rights of the NNDFN under a Settlement Agreement

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDFN

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

- establish any rights, interests and benefits of the affected Yukon First Nation in the establishment, use, planning, management and administration of the Special Management Area; and
- mitigate adverse effects of the establishment of the Special Management Area on the affected Yukon First Nation.

Agreements negotiated pursuant to 10.4.1:

- shall address the rights Yukon Indian People have for Harvesting Fish and Wildlife within the Special Management Area;
- may address the economic and employment opportunities and benefits for the affected Yukon First Nation;
- may address whether, and on what terms, including provisions on management, Settlement Land may be included in the Special Management Area; and
- may include such other provisions as Government and the affected Yukon First Nation may agree.

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

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

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

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

**REFERENCED CLAUSES:** 10.4.1, 10.4.2, 10.4.3, 10.4.4, 10.4.8, 10.4.9

Responsibility	Activities	Timing
Canada or Yukon	Forward proposal for Special Management Area to NNDFN.	When Government wishes to establish a Special Management Area in the NNDFN Traditional Territory
NNDFN	Review Special Management Area proposal for impact on NNDFN rights under a Settlement Agreement. Provide comments to Government re: proposed Special Management Area.	Within reasonable period of time

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NNDFN, Canada or Yukon

Negotiate an agreement to establish a Special Management Area, pursuant to 10.4.1 and 10.4.2.

At the request of either party

Canada or Yukon

At discretion, establish Special Management Area.

If agreement is reached

NNDFN, Canada, Yukon

At discretion, refer outstanding issues to mediation under 26.4.0.

If no agreement is reached

Canada or Yukon

At discretion, establish Special Management Area.

After mediation process

NNDFN or Canada or Yukon

Propose an amendment to Special Management area agreement negotiated under 10.4.1 according to terms set out in that agreement.

At discretion of any party to agreement

Other parties

Review and respond to proposed amendment.

Within reasonable period of time

NNDFN, Canada, Yukon

Amend agreement.

If Parties agree

NNDFN or Canada or Yukon

Propose Special Management Area agreement negotiated under 10.4.1 be appended to and form part of the NNDFNFA.

Review implications of appending the Special Management Area agreement to the NNDFNFA.

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NNDFN, Canada, Yukon	Append to NNDFN, following amending process under 2.3.4, 2.3.5 and 2.3.6.	If agreement reached to append to NNDFN
	Amend implementation plan as required.	

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<b>PROJECT:</b>	Access to Special Management Area by Yukon Indian Person
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	Notwithstanding 6.2.3.2, access by a Yukon Indian Person to a Special Management Area established pursuant to 10.4.4 for Harvesting Fish or Wildlife pursuant to a Settlement Agreement may be limited or prohibited only for reasons of Conservation, public health or public safety.
<b>REFERENCED CLAUSES:</b>	10.4.5; Cross reference 6.2.3.2, 16.3.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada or Yukon	Notify and provide information to NNDFN that access by a Yukon Indian Person to a Special Management Area within NNDFN Traditional Territory is proposed to be limited or prohibited for reasons of Conservation, public health or safety.	As required
NNDFN	Prepare and present views to Government re: reasons for limiting or prohibiting access.	Within a reasonable period of time

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Canada or Yukon	Provide full and fair consideration to NNDFN views and provide response to NNDFN.	As necessary
NNDFN	At discretion, publish information to its citizens.	

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

**RESPONSIBLE PARTY:** Canada, Yukon or NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 10.4.6;  
Cross reference 10.4.1, 10.4.4

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Responsibility	Activities	Timing
Canada, Yukon or NNDFN	Propose negotiations pursuant to 10.4.1, if there has been no negotiated agreement with respect to a proposed Special Management Area, and Government has established the Special Management Area pursuant to 10.4.4.	
Canada, Yukon and NNDFN	Enter negotiations, if parties agree to negotiate.	

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**PROJECT:** Preparation of management plan for each Special Management Area established pursuant to the NNDFFA

**RESPONSIBLE PARTY:** Canada or Yukon

**PARTICIPANT/LIAISON:** Mayo District Renewable Resources Council, Yukon Heritage Resources Board

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

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

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

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

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

**REFERENCED CLAUSES:** 10.5.2, 10.5.3, 10.5.4, 10.5.5, 10.5.6;  
Cross reference 10.4.1, 10.6.1, 16.5.4, 16.8.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada or Yukon	Prepare a management plan if Special Management Area established.	Best efforts within five years of establishment of Special Management Area
	Forward management plan for Special Management Area to Mayo District Renewable Resources Council and/or Yukon Heritage Resources Board.	Prior to approval
Mayo District Renewable Resources Council or Yukon Heritage Resources Board	Review Special Management Area management plans. Prepare and forward recommendations to Canada or Yukon.	Within a reasonable period of time
Canada or Yukon	Consider recommendations of Mayo District Renewable Resources Council or Yukon Heritage Resources Board and incorporate in plans as determined by Canada or Yukon.	
Canada or Yukon	Follow procedure under 16.8.0, if recommendation comes from Mayo District Renewable Resources Council.	
	Adopt plans.	At discretion of Minister
Canada or Yukon	Initiate review of Special Management Area management plan.	Within 10 years following adoption of Special Management Area management plan

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**PROJECT:** Negotiations to establish McArthur Game Sanctuary as a Special Management Area

**RESPONSIBLE PARTY:** Selkirk First Nation, Canada, NNDFN, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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 Game Sanctuary as a Special Management Area.

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

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

**REFERENCED CLAUSES:** Chapter 10 Schedule A 1.0

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Selkirk First Nation	Request negotiations to establish the McArthur Game Sanctuary as a Special Management Area.	At discretion of Selkirk First Nation
Government, NNDFN, Selkirk First Nation	Negotiate to establish McArthur Game Sanctuary as a Special Management Area.	Upon request of Selkirk First Nation

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Government	Establish the McArthur Game Sanctuary as a Special Management Area pursuant to negotiated agreement.	If agreement reached
Government, NNDFN	Include agreement to establish the McArthur Game Sanctuary as a Special Management Area in NNDFN, Chapter 10, Schedule A.	If agreement reached

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**PROJECT:** Establishment of the Horseshoe Slough Habitat Protection Area

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** NNDNFN

**OBLIGATIONS ADDRESSED:** 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.

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.

Subject to 1.2, the Yukon shall establish the Area pursuant to the Wildlife Act, R.S.Y. 1986, c.178.

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.

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, c.36 (2nd Supp.) for 18 months from the Effective Date of this Agreement or until the management plan is recommended pursuant to 4.8, whichever comes first.

The withdrawal shall be subject to:

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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;

oil and gas rights, interests and privileges under the Canada Petroleum Resources Act R.S.C. 1985, c.36 (2nd Supp.);

rights granted under Section 8 of the Territorial Lands Act, R.S.C. 1985, c. T-6; and

new licences, permits or other rights which may be granted in respect of an interest described in (a), (b), or (c) above.

**REFERENCED CLAUSES:** Chapter 10 Schedule B 1.1, 1.2, 1.3, 1.4, 1.5

Responsibility	Activities	Timing
Canada	Transfer to the Commissioner of the Yukon the administration and control of the land comprising the Horseshoe Slough Habitat Protection Area as identified in 1.1, excluding the mines and minerals and the right to work the mines and minerals.	As soon as practicable after the Effective Date
Yukon	Establish the Horseshoe Slough Habitat Protection Area pursuant to the <u>Wildlife Act</u> , R.S.Y., 1986, c.178.	As soon as practicable after the transfer of the Area from Canada



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Canada	Withdraw the mines and mineral in the Area from locating, prospecting or mining under the <u>Yukon Quartz Mining Act R.S.C. 1985, c. Y-4</u> and from the <u>Yukon Placer Mining Act R.S.C. 1985, c. Y-3</u> and from exploration and development under the <u>Canada Petroleum Resources Act R.S.C. 1985, c.36 (2nd Suppl.)</u> subject to Chapter 10, Schedule B 1.5.1.	For 18 months after the Effective Date or until the management plan is approved pursuant to Chapter 10, Schedule B 4.7, whichever comes first
Yukon	Seek consent of the NNDFN to remove lands forming part of the Area from habitat protection status under the <u>Wildlife Act, R.S.Y, 1986, c.178.</u>	If proposing to remove lands forming part of the Area.
NNDFN	Grant or deny consent.	Within a reasonable time period after request for consent

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<b>PROJECT:</b>	Preparation of the management plan for Horseshoe Slough Habitat Protection Area
<b>RESPONSIBLE PARTY:</b>	Yukon, Mayo District Renewable Resources Council,
<b>PARTICIPANT/LIAISON:</b>	Canada, NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>A steering committee shall be established to prepare a management plan for the Area.</p> <p>The steering committee shall be comprised of four members, two nominated by Government and two by the Mayo District Renewable Resources Council.</p> <p>The Minister, within 60 days of the receipt of the management plan, shall accept, vary or set aside the recommendations.</p> <p>The Minister may extend the time provided in 4.7 by 30 days.</p> <p>The Minister shall forward his decision under 4.7 to the Mayo District Renewable Resources Council and the First Nation of Nacho Nyak Dun.</p> <p>The Yukon shall manage the Area in accordance with the <u>Wildlife Act, R.S.Y. 1986, c. 178</u> and the approved management plan, and Canada shall manage the mines and minerals in the Area in the accordance with the approved management plan.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule B 4.1, 4.2, 4.7, 4.8, 5.1; Cross reference Chapter 10 Schedule B 4.3, 4.4, 4.5, 4.6, 4.9

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon and Mayo District Renewable Resources Council	Establish steering committee comprised of two members nominated by Government and two members nominated by the Mayo District Renewable Resources Council.	As soon as practicable after Effective Date
Steering committee	Hold initial meeting to prepare a workplan for development of the management plan pursuant to Chapter 10, Schedule B, 4.3, 4.4, 4.5 and 4.6, also considering 4.9.	As soon as practicable after establishment of the steering committee
Steering committee	In accordance with the workplan, develop and recommend management plan to the Minister.	Best efforts within 18 months of Effective Date, consistent with the workplan
Minister	Accept, vary or set aside the recommended management plan including resolution of outstanding matters.	Within 60 days of receipt of the management plan
Minister	At discretion, extend 60 day time period by 30 days.	By end of 60 day period
Minister	Forward decision regarding the recommended management plan to Mayo District Renewable Resources Council and NNDFN.	As soon as practicable after decision is made

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Yukon	Manage the Horseshoe Slough Habitat Protection Area in accordance with the <u>Wildlife Act</u> , R.S.Y. 1986, c.178 and the approved management plan.	Upon approval of the management plan
Canada	Manage the mines and minerals in the Area in accordance with the approved management plan.	Upon approval of management plan

**Planning Assumption**

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

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**PROJECT:** Review of management plan for the Horseshoe Slough Habitat Protection Area

**RESPONSIBLE PARTY:** Yukon, Mayo District Renewable Resources Council

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

**REFERENCED CLAUSE:** Chapter 10 Schedule B 4.9

Responsibility	Activities	Timing
Yukon and Mayo District Renewable Resources Council	Meet to establish the terms of reference for a joint review of the management plan, and identify resources required to undertake the review.	In the fourth year following the approval of the management plan as needed so that resource requirements can be addressed in the parties' budgets for the fifth year
Yukon, Mayo District Renewable Resources Council	Complete review as agreed.	No later than five years after initial approval of the management plan

**Planning Assumptions**

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

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**PROJECT:** Amendments to the Horseshoe Slough Habitat Protection Area

**RESPONSIBLE PARTY:** Mayo District Renewable Resources Council

**PARTICIPANT LIAISON:** Yukon

**OBLIGATIONS ADDRESSED:** The Mayo District Renewable Resources Council may propose amendments to the management plan to the Minister for his approval.

**REFERENCED CLAUSES:** Chapter 10 Schedule B 4.10

Responsibility	Activities	Timing
Mayo District Renewable Resources Council	Propose amendments to the Horseshoe Slough Habitat Protection Area to the Minister.	If Mayo District Renewable Resources Council determines amendments are required
Minister	Accept amendments, or refer back to the Mayo District Renewable Resources Council if varied or set aside.	
	Amend the management plan for the Horseshoe Slough Habitat Protection Area.	If amendments accepted by Minister

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**PROJECT:** Amendments to the Horseshoe Slough Habitat Protection Area

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** Mayo District Renewable Resource Council

**OBLIGATIONS ADDRESSED:** The Minister shall Consult with the Mayo District Renewable Resources Council prior to amending the management plan.

**REFERENCED CLAUSES:** Chapter 10 Schedule B 4.11

Responsibility	Activities	Timing
Minister	Notify Mayo District Renewable Resources Council of proposed amendments to the Horseshoe Slough Habitat Protection Area. Provide details.	If Minister determines amendments are required
Mayo District Renewable Resources Council	Prepare and present views on proposed amendments to Minister.	Within a reasonable time period after notification
Minister	Provide full and fair consideration to views of Mayo District Renewable Resources Council.  At discretion, amend the management plan for the Horseshoe Slough Habitat Protection Area, taking into account the views of the Mayo District Renewable Resources Council.	

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**PROJECT:** Establishment of the Peel River Watershed Advisory Committee

**RESPONSIBLE PARTY:** Peel River Watershed Advisory Committee

**PARTICIPANT/LIAISON:** NNDFN, Yukon, Government of the Northwest Territories, Canada, Tetlit Gwich'in

**OBLIGATIONS ADDRESSED:** 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.

The composition of the Committee shall be as follows:

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

fifty 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.

The Committee shall consider and make recommendations respecting:

the establishment of a water management agreement for the Peel River Watershed;

the establishment of a Regional Land Use Planning Commission or similar agency within Yukon for any area which includes the Peel River Watershed; and

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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.

Canada shall consider the recommendations of the Committee.

The Committee may establish its own rules of procedure.

The costs of the Committee shall be the responsibility of Canada. The Committee shall prepare an annual budget subject to review and approval of Canada.

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 Gwich'in First Nation.

**REFERENCED CLAUSES:**

Chapter 10 Schedule C 1.1, 1.2, 1.3, 1.5, 1.6, 1.9, 2.1; Cross reference Chapter 10 Schedule C 1.4, 1.7, 1.8, 1.10

Responsibility	Activities	Timing
NNDFN, Tetlit Gwich'in	Each nominate at least one member for Peel River Watershed Advisory Committee so that 50% of the members of the Committee shall be nominees of NNDFN or Tetlit Gwich'in.	On the Effective Date of the Tetlit Gwich'in Final Agreement or as soon as practicable thereafter

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Canada, Yukon, Government of the Northwest Territories

Each nominate at least one member for Peel River Watershed Advisory Committee so that 50% of the members of the Committee shall be nominees of Government.

On the Effective Date of the Gwich'in Final Agreement or as soon as practicable thereafter

Peel River Watershed Advisory Committee

Prepare an annual budget and submit to Canada for review and approval.

As soon as practicable after establishment at first meeting, and annually until Committee is disbanded

Canada

Review budget and make decision regarding approval.

Within reasonable time period after receipt of prepared budget

Peel River Watershed Advisory Committee

In accordance with 2.1, make recommendations to Canada pursuant to 1.3.

As determined by Committee

Canada

Review the recommendations of the Peel River Watershed Advisory Committee.

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**PROJECT:** Nominees to a Regional Land Use Planning Commission for region including any part of the Nacho Nyak Dun Traditional Territory

**RESPONSIBLE PARTY:** Government, First Nation of Nacho Nyak Dun, other affected Yukon First Nations

**PARTICIPANT/LIAISON:** Tetlit Gwich'in

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

**Specific Provision**

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.

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.

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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.

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.

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 place of one nominee of the First Nation of Nacho Nyak Dun.

**REFERENCED CLAUSES:** 11.4.2

Responsibility	Activities	Timing
Government	Nominate Government representatives (1/3 of total nominees).	Upon decision to establish a RLUPC
NNDFN, other YFNs and the Tetlit Gwich'in	Agree on individuals to represent Yukon First Nations (1/3 of total nominees), including one nominee of the Tetlit Gwich'in in place of a nominee of NNDFN if the planning region includes any part of the Primary Use Area.	Upon decision to establish a RLUPC

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NNDFN, other YFNs	Refer disagreement to dispute resolution under 26.3.0.	If no agreement on nominees
Government, NNDFN and other YFNs	Reach agreement on who will nominate the remaining representatives (1/3 of total nominees).	Upon decision to establish a RLUPC
Government, NNDFN or other YFNs	Refer disagreement to dispute resolution under 26.3.0.	If no agreement on who should nominate remaining 1/3 of nominees

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<b>PROJECT:</b>	Approval of regional land use plans by Government (Non-Settlement Land)
<b>RESPONSIBLE PARTY:</b>	Minister
<b>PARTICIPANT/LIAISON:</b>	Regional Land Use Planning Commission, NNDFN; other affected YFNs, Affected Yukon Communities, other federal departments.
<b>OBLIGATIONS ADDRESSED:</b>	<p>A Regional Land Use Planning Commission shall forward its recommended regional land use plan to Government and each affected Yukon First Nation.</p> <p>Government, after Consultation with any affected Yukon First Nation and any affected Yukon community, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying on Non-Settlement Land.</p> <p>If Government rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:</p> <ul style="list-style-type: none"> <li>- the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to Government, with written reason; and</li> <li>- Government shall then approve, reject or modify that part of the plan recommended under 11.6.3.1 applying on Non-Settlement Land, after Consultation with any affected Yukon First Nation and any affected Yukon community.</li> </ul>
<b>REFERENCED CLAUSES:</b>	11.6.1, 11.6.2, 11.6.3

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Responsibility	Activities	Timing
Minister	Notify NNDFN and other affected YFNs and Yukon communities that Non-Settlement Land aspects of recommended regional land use plan are being considered by Government.	Upon receipt of regional land use plan
Minister	Provide information about the recommended plan as it applies to Non-Settlement Land and seek agreement on time for response.	At time of notification
NNDFN, affected YFNs and communities	Review information and prepare and present views.	Within reasonable timeframe as agreed by the parties to meet the requirements of the approval process
Minister	Provide full and fair consideration of views.	Before responding to the RLUPC

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Minister	Prepare and forward to the Regional Land Use Planning Commission, the Government response to aspects of the plan dealing with Non-Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After consultation with affected YFNs and communities
Regional Land Use Planning Commission	If the plan is not supported in its entirety, reconsider plan in light of Government response and make final recommendation for plan to government, including written reasons.	Upon receipt of government response to plan
Minister	Repeat consultation with NNDFN, other affected Yukon First Nations and communities for those items that may have been modified by the RLUPC in its final recommendation and any outstanding issues remaining between the RLUPC and the Minister.	Prior to final decision by Government
Minister	Prepare and forward to the Regional Land Use Planning Commission the final government acceptance, rejection or modification of aspects of the plan dealing with Non-Settlement Land.	After Consultation with affected YFNs and communities



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**Planning Assumption**

1. To the extent practicable, Government and NNDFN will undertake the necessary consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.

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- PROJECT:** Approval of regional land use plans by NNDFN (Settlement Land)
- RESPONSIBLE PARTY:** NNDFN
- PARTICIPANT/LIAISON:** Regional Land Use Planning Commission, Canada, Yukon
- OBLIGATIONS ADDRESSED:** A Regional Land Use Planning Commission shall forward its recommended regional land use plan to Government and each affected Yukon First Nation.
- Each affected Yukon First Nation, after Consultation with Government, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying to the Settlement Land of that Yukon First Nation.
- If an affected Yukon First Nation rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:
- the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to that affected First Nation, with written reason; and
  - the affected Yukon First Nation shall then approve, reject or modify that part of the plan recommended under 11.6.5.1 after Consultation with Government.
- REFERENCED CLAUSES:** 11.6.1, 11.6.4, 11.6.5
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Responsibility	Activities	Timing
NNDFN	Notify Canada (DIAND) and Yukon that Settlement Land aspects of the recommended regional land use plan are being considered by the First Nation.	Upon receipt of regional land use plan
NNDFN	Provide information about recommended plan as it applies to Settlement Land and indicate timeframe in which Government is to prepare its views.	At time of notification
Government	Review information and prepare and present views.	Within reasonable timeframe indicated by NNDFN
NNDFN	Provide full and fair consideration of views.	Before responding to the RLUPC
NNDFN	Prepare and forward to the Regional Land Use Planning Commission, the NNDFN response to aspects of the plan dealing with Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with Government

Regional Land Use Planning Commission	If the plan is not supported in its entirety, reconsider plan in light of NNDFN response and make final recommendation for plan to NNDFN, including written reasons.	Upon receipt of NNDFN response to plan
NNDFN and Government	Repeat first four activities for those items that may have been modified by the RLUPC in its final recommendation.	Prior to final decision by NNDFN
NNDFN	Prepare and forward to the Regional Land Use Planning Commission the final NNDFN acceptance, rejection or modification of aspects of the plan dealing with Settlement Land.	After Consultation with Government

**Planning Assumption**

1. To the extent practicable, Government and NNDFN will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.

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

**RESPONSIBLE PARTY:** Government and NNDFN

**PARTICIPANT/LIAISON:**

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

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

**REFERENCED CLAUSES:** 11.8.4, 11.9.4;  
Cross reference 11.8.1, 11.8.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government or NNDFN	Propose to the other party that a sub-regional or district land use plan be jointly prepared.	As appropriate
Government or NNDFN	Review the proposal and notify other party of whether it is willing to undertake joint planning.	Upon receipt of proposal

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Government and NNDFN	If both parties agree to undertake planning, discuss arrangements for the preparation of the plan, including need to designate a planning body if appropriate.	As appropriate
Designated planning body	If a planning body is found to be necessary, prepare budget for the development of the plan and submit budget to Government for review.	As soon as practicable
Government	Review budget.	As soon as practicable upon receipt of budget submission
Designated planning body	Develop plan in accordance with Chapter 11 and in a manner consistent with any approved regional land use plan which exists for the area.	As required

**Planning Assumption**

1. The joint preparation of sub-regional and /or district land use plans will occur in a manner consistent with Government and NNDFN policies which may be in place from time to time.

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT LIAISON:**

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

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

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

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

**REFERENCED CLAUSES:** 13.3.1, 13.4.4, 13.4.7, 13.10.8 (see also Chapter 6); Cross reference 13.4.8

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Responsibility	Activity	Timing
NNDFN	Develop and establish policies and procedures via mechanisms such as community-based research, to:  - manage Moveable Heritage Resources, Non-Moveable Heritage Resources, Documentary Heritage Resources other than public records found on its Settlement Land and on those Beds of waterbodies owned by NNDFN, other than those that are the private property of any Person; and  - to determine ownership of those records which may be considered private property.  Establish a system to register ownership or custody of Heritage Resources, as required for transfer.	At discretion of NNDFN, after the Effective Date
NND	Manage resources.	

**Planning Assumptions**

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

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

**RESPONSIBLE PARTY:** NNDFN, Canada, Yukon

**PARTICIPANT/LIAISON:** Yukon Heritage Resources Board

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

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

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

**REFERENCED CLAUSES:** 13.3.2, 13.3.2.1, 13.3.5 (see also 13.3.6 and 13.3.7); Cross reference 13.4.8, 13.5.3.6, 13.6.0

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Responsibility	Activity	Timing
NNDFN	<p>Develop and establish policies and procedures via mechanisms such as community-based research to:</p> <ul style="list-style-type: none"> <li>- manage all ethnographic Moveable Heritage Resources and Documentary Heritage Resources (non-public records) that are found in NNDFN Traditional Territory;</li> <li>- determine ownership of those records which may be considered private property; and</li> <li>- resolve disputes when more than one Yukon First Nation asserts ownership of a Heritage Resource.</li> </ul> <p>Refer to the Yukon Heritage Resources Board to determine if the object is directly related to the culture and history of Yukon Indian People.</p> <p>Attempt to resolve disputes as they occur.</p>	At discretion of NNDFN, after the Effective Date
NNDFN	<p>At discretion, refer to the Yukon Heritage Resources Board.</p>	If the YFNs are unable to resolve the dispute among themselves

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Canada or Yukon            Hold in custody any Moveable Heritage Resources found on Non-Settlement Land in NNDFN Traditional Territory, that cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, until the nature of the object has been determined.

Canada or Yukon            Manage object, if object found not to be directly related to the culture and history of Yukon Indian People.

**Planning Assumptions**

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

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

**RESPONSIBLE PARTY:** Government, Yukon First Nations

**PARTICIPANT/LIAISON:** Yukon Indian People, Yukon Heritage Resources Board

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

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

**REFERENCED CLAUSES:** 13.4.1, 13.4.2;  
Cross reference 3.5.3.5, 13.5.3.10, 13.10

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, YFNs	Jointly develop terms of reference for a strategic plan to address the objectives in 13.1.0 and the matters in 13.4.1 and 13.4.2 and such other matters related to Heritage Resources as the parties may agree.	Within one year of Settlement Legislation

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Canada, Yukon, YFNs	Develop and approve the strategic plan.	Within two years of Settlement Legislation or as may be agreed
Canada, Yukon, YFNs	At discretion of the Yukon Heritage Resources Board (YHRB), meet with YHRB to provide briefing on content of plan as a basis for the YHRB to monitor implementation of the plan.	As agreed by Parties and the YHRB
Canada, Yukon, YFNs	Implement the plan.	Upon completion
Canada, Yukon, YFNs	Jointly monitor implementation of the plan, and review and amend the plan from time to time as may be agreed.	Ongoing

**Planning Assumptions**

1. At discretion of YHRB, parties may consult with YHRB at any time during development of the terms of reference and/or of the plan.
2. The terms of reference may include:
  - an approach that recognizes the historical under-development of the Heritage Resources of Yukon Indian People;
  - criteria for evaluation of progress in achieving an equitable distribution of program resources by Government towards the achieving of 13.4.1 and 13.4.2;
  - development of long and short term goals, and priorities with respect to Heritage Resources development, management and equitable distribution of opportunities amongst Yukon First Nations and Traditional Territories;

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- role and participation of the parties in developing, monitoring, reviewing and amending the plan; and
  - such other matters as the parties may agree.
3. Prior to completion of the plan, the parties agree to work cooperatively to initiate steps towards achieving the objectives in 13.4.1 and 13.4.2.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** The development of programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to Yukon Indian People

**RESPONSIBLE PARTY:** Canada, Yukon, NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 13.4.3;  
Cross reference 13.10.2, 13.4.8

<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
NNDFN	Develop and establish policies and procedures relating to repatriation, including policies to determine ownership of those Moveable and Documentary Heritage Resources which may be considered private property.	On initiative of NNDFN

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Yukon or Canada	Review and discuss the matter with the NNDFN.	At the request of the NNDFN
	Determine if facilities are appropriate for repatriation, in that they are consistent with the maintenance of the integrity of national or territorial collections, and provide its view to the NNDFN.	As soon as possible after receipt of the request
	Provide technical and information assistance to the NNDFN to assist it to develop programs, staff and facilities.	As practicable

**Planning Assumptions**

1. Yukon and Canada will assist NNDFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Training needs arising from this clause will be addressed by the Training Policy Committee.



**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with NNDFN on Legislation and policies on Heritage Resources in the Yukon

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** Government shall Consult Yukon First Nations in the formulation of Legislation and related Government policies on Heritage Resources in the Yukon.

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

**REFERENCED CLAUSES:** 13.4.5 and 13.10.3

<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Yukon or Canada	Notify NNDFN of subject matter of any proposed legislative or policy changes related to Heritage Resources in the Yukon.	As necessary, following Effective Date
NNDFN	Prepare and present views to Government.	Within reasonable period of time designated by Government
Yukon or Canada	Provide full and fair consideration to any views presented by the NNDFN.	

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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

**RESPONSIBLE PARTY:** Canada, Yukon, NNDFN

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 13.4.8;  
Cross reference 2.7.1

<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Yukon, Canada	Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites, within existing budgets.	As time and resources permit
NNDFN, Yukon, Canada	Indicate, in the case of Moveable Heritage Resources and Heritage Sites, the location and origin of the Resources and Sites, where possible.	

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Development of a manual to include the definition of "ethnographic" and other heritage resources

**RESPONSIBLE PARTY:** Yukon First Nations, Yukon

**PARTICIPANT/LIAISON:** Yukon Heritage Resources Board, Canada

**OBLIGATIONS ADDRESSED:** The Board may make recommendations to the Minister and to Yukon First Nations on:

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

**REFERENCED CLAUSES:** 13.5.3.6;  
Cross reference 13.3.2.1, 13.3.6, 13.3.7, 13.5.4

Responsibility	Activities	Timing
Yukon First Nations or Yukon	Notify parties of desire to begin development of manual.	At discretion
Yukon First Nations and Yukon	Convene meeting to discuss.	As arranged by parties
Yukon and Yukon First Nations	Notify Yukon Heritage Resources Board that manual is being prepared and seek input.	Upon readiness of parties to undertake development of manual
Yukon Heritage Resources Board	Make recommendation to Yukon, Yukon First Nation and Canada (CPS) regarding the contents of manual.	As soon as practicable after notice received

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Yukon and Yukon First Nations	Reach agreement on content of manual.	As soon as practicable
Yukon and Yukon First Nations	Provide Canada (CPS) with definitions to be used in manual, and ask for response.	After agreement reached between Yukon and Yukon First Nations
Canada (CPS)	Respond to Yukon and Yukon First Nations.	Within a reasonable period of time
Yukon and Yukon First Nation	Incorporate Canada (CPS) comments in manual, as agreed by Yukon First Nations and Yukon. Complete manual.	As soon as practicable

**Planning Assumptions**

1. When making recommendations respecting issues affecting lands administered by the Canadian Parks Service, the Yukon Heritage Resources Board will address recommendations to the Minister of the Environment.
2. In developing a definition of ethnographic, palaeontological objects etc., it is expected that the Yukon, Yukon First Nations, and the Canadian Parks Service will agree on a single definition.

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

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDFN

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

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

**REFERENCED CLAUSES:** 13.7.1 and 13.7.2;  
Cross reference 2.7.1

Responsibility	Activity	Timing
Yukon and Canada	Provide a list of existing reports and, as practicable, reports in preparation which affect the NNDFN.	At request of NNDFN
	Make available to NNDFN completed research or interpretive reports which it has produced or commissioned, which affect the NNDFN.	Upon request by NNDFN.
NNDFN	Notify Government if it has any concerns regarding the report containing information of a sensitive nature.	Before released to the public

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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Yukon or Canada

Make a determination, based on concerns expressed by the NNDFN and/or access to information and privacy legislation whether to release to public.

**Planning Assumption**

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

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** The provision of written inventories of sites within the Traditional Territory of NNDNFN identified as Heritage Sites.

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** NNDNFN

**OBLIGATIONS ADDRESSED:** 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 the Nacho Nyak Dun.

**REFERENCED CLAUSES:** 13.8.1.2 (a)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	If a written inventory of sites within the NNDNFN Traditional Territory identified by Government as Heritage Sites has been prepared as of the Effective Date, provide copy to NNDNFN.	As soon as practicable

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** The interim protection of a Heritage Site within the Traditional Territory of NNDNFN

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** NNDNFN

**OBLIGATIONS ADDRESSED:** 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 Lands or Settlement Lands 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 First Nation of Nacho Nyak Dun on Settlement Land whether to designate the Heritage Site as a Designated Heritage Site;

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;

**REFERENCED CLAUSES:** 13.8.1.2 (b) and 13.8.1.2 (c)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDNFN	Request, from Government, protection within existing Legislation for a period of time of a Heritage Site within the Traditional Territory of the NNDNFN, pending a decision whether to designate the Site as a Designated Heritage Site. Provide views regarding the terms and conditions of the temporary protection.	When interim protection desired

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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Canada, Yukon	Provide full and fair consideration to request for interim protection and NNDFN views regarding terms and conditions of the temporary protection.	As soon as practicable after request of NNDFN
Canada, Yukon	Make determination whether to provide interim protection, and on terms and conditions of same.	

**Planning Assumption**

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

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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<b>PROJECT:</b>	The identification of proposed Designated Heritage Sites within the Traditional Territory of NNDFN
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	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.
<b>REFERENCED CLAUSES:</b>	13.8.1.2 (d)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Provide written notice to NNDFN when land within the NNDFN Traditional Territory is identified by Canada or Yukon as a proposed Designated Heritage Site.	As soon as practicable after identification

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

**RESPONSIBLE PARTY:** Yukon, Canada, NNDFN

**PARTICIPANT/LIAISON:**

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

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

**REFERENCED CLAUSES:** 13.8.3 and 13.8.2;  
Cross reference 13.3.1, 5.5.1

Responsibility	Activity	Timing
Yukon, Canada, NNDFN	Establish joint guidelines and conditions for a permit system within NNDFN Traditional Territory to control research activities at any site which may contain Moveable Heritage Resources.	After Effective Date

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NNDFN

Establish guidelines and conditions for a permit system to control research activities at any site which may contain Moveable Heritage Resources on Settlement Land, to the extent that the NNDFN wishes to vary guidelines set by three Parties.

After Effective Date

NNDFN, Government

Institute permit system.

NNDFN

Monitor and enforce the guidelines and conditions applicable to Settlement Land via 5.5.1.

As required

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**PROJECT:** The control of access to Designated Heritage Sites

**RESPONSIBLE PARTY:** Canada, Yukon, NNDFN

**PARTICIPANT/LIAISON:** Yukon Heritage Resources Board

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

Government and the affected Yukon First Nation, when controlling access to Designated Heritage Sites, shall consider: the interests of permitted researchers; the interest of the general public; and the requirements of special events and traditional activities.

**REFERENCED CLAUSES:** 13.8.4, 13.8.5;  
Cross reference 10.5.1, 10.5.2, 13.8.1, 13.8.2

Responsibility	Activity	Timing
Yukon, Canada, NNDFN	Establish procedures to control access to these Sites in accordance with the terms of site management plans.	As soon as practicable after Effective Date and after completion of management plans
Designated management authority	Control access in accordance with plans.	After plans developed

**Planning Assumption**

1. Monitoring and enforcement of access provisions will be the responsibility of the management authority as designated in the management plans.

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** The protection of Heritage Resources accidentally discovered on NNDFN Settlement Land

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Yukon, Surface Rights Board

**OBLIGATIONS ADDRESSED:** 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.

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.

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 Moveable Heritage Resource unless permitted by the 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.

**REFERENCED CLAUSES:** 13.8.7.1, 13.8.7.2 and 13.8.7.3

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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Responsibility	Activities	Timing
NNDFN	Develop procedures with respect to the reporting of accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource.	After Effective Date
NNDFN	Receive report of accidental discovery of a Heritage Resource. Ensure disturbance of site has ceased.	As soon as practicable after discovery
NNDFN	Grant or deny consent to further disturb a Heritage Site or Moveable Heritage Resource.	If request made
NNDFN	Respond to Surface Rights Board application.	If Person with a right of access applies to Surface Rights Board

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

<b>PROJECT:</b>	The protection of Documentary Heritage Resources whose accidental discovery on Settlement Land is reported to NNDFN
<b>RESPONSIBLE PARTY:</b>	Yukon, NNDFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	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.  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.  If the 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.
<b>REFERENCED CLAUSES:</b>	13.8.7.4, 13.8.7.5 and 13.8.7.6; Cross reference 13.8.7.1 and 26.3.0

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Responsibility	Activities	Timing
NNDFN	Report to Yukon the discovery of any Documentary Heritage Resource reported to NNDFN under 13.8.7.1.	As soon as practicable after report under 13.8.7.1



FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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Yukon, NNDFN

Attempt to agree whether the Documentary Heritage Resource is a Public Record or a Non-Public Record.

Refer the matter to mediation under 26.3.0, if failure to reach an agreement.

At discretion of either party

NNDFN

Make reasonable efforts to determine if it is privately owned.

After a Documentary Heritage Resource is classified as a Non-Public Record

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:**

The establishment of procedures to manage NNDFN Burial Sites on Settlement Land

**RESPONSIBLE PARTY:**

NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:**

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

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

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

**REFERENCED CLAUSES:**

13.9.1, 13.9.1.1, and 13.9.1.3;  
Cross reference 13.9.2

**Responsibility**

**Activity**

**Timing**

NNDFN

Develop and establish policies and procedures to:

After Effective Date

- manage and protect NNDFN Burial Sites;
- restrict access; and
- report discovery of Burial Site; and prevent disturbance.

Manage Burial Sites in accordance with established procedures.

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** The establishment of procedures to manage NNDFN Burial Sites on Non-Settlement Land

**RESPONSIBLE PARTY:** Government, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall: restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Sites;

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

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

**REFERENCED CLAUSES:** 13.9.1, 13.9.1.1, 13.9.1.2 and 13.9.1.3

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IMPLEMENTATION PLAN

Responsibility	Activity	Timing
Government, NNDFN	Develop and establish procedures to: <ul style="list-style-type: none"> <li>- manage and protect NNDFN Burial Sites on Non-Settlement Land;</li> <li>- restrict access;</li> <li>- inform NNDFN when a Burial Site is discovered; and</li> <li>- to prevent further disturbance.</li> </ul>	After Effective Date
Government, NNDFN	Jointly approve management plans, if developed.	After the development of a management plan
<b>Planning Assumption</b>		
1.	During the development of procedures, the parties will exchange information on any known burial sites within the NNDFN Traditional Territory.	

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** The determination of terms and conditions upon which a NNDFN Burial Site may be further disturbed following its discovery

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

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

In the absence of agreement under 13.9.2 the Person may refer the dispute to arbitration under 26.7.0 for a determination of the terms and conditions upon which the site may be further disturbed.

**REFERENCED CLAUSES:** 13.9.2, 13.9.3;  
Cross reference 13.9.1

Responsibility	Activity	Timing
NNDFN	Review application for consent to pursue authorized activity and establish any necessary terms or conditions, or withhold consent.	Upon receipt of notice
NNDFN	If no agreement with respect to terms and conditions, respond to referral to arbitration under 26.7.0.	If referenced to arbitration

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

**PROJECT:** Development of policies and procedures re: the exhumation, examination and reburial of human remains

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Any exhumation, examination, and reburial of human remains from a burial site of a Yukon First Nation ordered by an arbitrator under 13.9.3 shall be done by, or under the supervision of, that Yukon First Nation.

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

**REFERENCED CLAUSES:** 13.9.4 and 13.9.5;  
Cross reference 13.9.1, 13.9.3

Responsibility	Activity	Timing
NNDFN	Develop and establish policies and procedures with respect to further disturbance of a burial site and the exhumation, examination, and reburial of human remains.	At discretion of NNDFN after Effective Date
NNDFN	Supervise any exhumation, examination and reburial of human remains.	If an order made by arbitrator

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** The provision of Documentary Heritage Resources in Government custody for copying by the NNDFN

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** NNDFN

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

**REFERENCED CLAUSES:** 13.10.2;  
Cross reference 13.4.8, 2.7.1

<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Government	Make available to the NNDFN any existing list of Documentary Heritage Resources in Government custody relating to the NNDFN.	At request of a NNDFN
	Make available for copying any of the Documentary Heritage Resources.	At request of NNDFN

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** Yukon First Nations, Yukon Indian Elders

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

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

Government and Yukon First Nations may work cooperatively with Yukon Indian Elders on the interpretation of Documentary Heritage Resources relating to Yukon Indian People.

**REFERENCED CLAUSES:** 13.10.4, 13.10.5 and 13.10.7;  
Cross reference 13.3.1, 13.3.2, 13.10.3, 13.4.3

<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Yukon, Canada	Notify YFNs of Documentary Heritage Resources relating to Yukon Indian People held by Government and anticipated management plans for those collections. Provide details.	As practicable

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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	Notify YFNs of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to its Yukon Indian People. Provide details.	Prior to planning such displays and inventories
YFNs	Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to its Yukon Indian People.	Within a reasonable period of time
	Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to its Yukon Indian People.	
Yukon, Canada	Provide full and fair consideration to views presented by the YFNs re: management of Documentary Heritage Resources related to its Yukon Indian People.	
	Provide full and fair consideration to views presented by YFNs re: proposed displays and inventories of Documentary Heritage Resources pertaining to its Yukon Indian People.	

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Yukon, Canada, Yukon Indian Elders, YFNs	Work co-operatively on the interpretation of Documentary Heritage Resources relating to its Yukon Indian People.	As required
Yukon, Canada, Yukon First Nations	Work co-operatively in the preparation of displays and inventories of Documentary Heritage Resources.	As required
	Work co-operatively on the management of Documentary Heritage Resources in the Yukon relating to its Yukon Indian People.	

**Planning Assumptions**

1. Original copies of Documentary Heritage Resources relating to Yukon Indian People will be preserved according to recognized archival standards consistent with the maintenance of the integrity of national or territorial collections and agreements with donors; duplicate copies may be produced in accordance with policies and procedures for copying documentary heritage collections (reference 13.10.2) for deposit in Yukon First Nation collections when originals remain in government custody.
2. Copies of inventories of Documentary Heritage Resources relating to Yukon Indian People will be made available to YFNs as requested.
3. Translations of Documentary Heritage Resources may be required if Elders are to be involved in their interpretation.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with NNDFN by the Yukon Geographical Place Names Board

**RESPONSIBLE PART:** Yukon Geographical Place Names Board

**PARTICIPANT/LIAISON:** NNDFN, Canada

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

**REFERENCED CLAUSES:** 13.11.2;  
Cross reference 13.11.1, 13.11.4

Responsibility	Activity	Timing
Yukon Geographical Place Names Board	Notify NNDFN when considering the naming of a place or feature within NNDFN Traditional Territory.	As required
Yukon First Nation	Prepare and present its views to Yukon Geographical Place Names Board.	Within a reasonable period of time
Yukon Geographical Place Names Board	Provide full and fair consideration to views presented.	

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Naming of geographical features on Settlement Land and the inclusion of traditional aboriginal place names on revised maps of the NTS series

**RESPONSIBLE PARTY:** NNDFN, Canada

**PARTICIPANT/LIAISON:** Yukon Geographical Place Names Board

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

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

**REFERENCED CLAUSES:** 13.11.3, 13.11.4;  
Cross reference 13.11.1

Responsibility	Activities	Timing
NNDFN	Develop and establish policies and conduct community-based research re: the naming or renaming of geographic features on its Settlement Land.	As needed
NNDFN	Provide name to Yukon Geographical Place Names Board.	As appropriate
YGPNB	Communicate acceptance and approval of place name to Canada.	As soon as practicable

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

NNDNFN, Canada	Investigate and use best efforts to conclude arrangements to include names on revised NTS maps.	As appropriate
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**Planning Assumption**

1. It is expected that the mapping division of the Council for Yukon Indians and any Yukon First Nation-controlled mapping company will investigate contract arrangements for map production with EMR.

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

**PROJECT:** The invitation for public tenders for contracts and the offer of fixed term contracts associated with the management of a Designated Heritage Site within the Traditional Territory of the First Nation of the Nacho Nyak Dun.

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDNFN

**OBLIGATIONS ADDRESSED:** 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.

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.

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.

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.

**REFERENCED CLAUSES:** 13.12.1.1, 13.12.1.2, 13.12.1.3 and 13.12.1.4;  
Cross reference 13.12.1.7, 22.5.10

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Notify the NNDFN of any fixed term contract being offered by Government.  Provide the NNDFN with first opportunity to accept the fixed term contract.	From time to time
NNDFN	Provide response to Government whether to accept fixed term contract.	Within accepted limits under contract regulations
Canada, Yukon	Provide the NNDFN with written notice of an invitation for public tenders associated with the management of a Heritage Site which is directly related to the history or culture of Yukon Indian People within the NNDFN Traditional Territory.	From time to time when invitation for public tender is issued

**Planning Assumption**

1. The activities above will be carried out in a manner consistent with 22.5.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The development of contract opportunities associated with the management of Designated Heritage Sites within the Traditional Territory of the First Nation of Nacho Nyak Dun.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	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 Nacho Nyak Dun; <ul style="list-style-type: none"> <li>(a) a criterion for Nacho Nyak Dun employment; and</li> <li>(b) a criterion for special knowledge or experience of Nacho Nyak Dun which is related to the Heritage Site.</li> </ul> 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.
<b>REFERENCED CLAUSES:</b>	13.12.1.5 and 13.12.1.6; Cross reference 13.12.1.1, 13.12.1.2, 13.12.1.7



**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Include a criterion for Nacho Nyak Dun employment and a criterion for special Nacho Nyak Dun knowledge and experience related to the Heritage Site in any contract which it intends to develop that is associated with the management of a Heritage Site directly related to the history and culture of the Yukon Indian People within NNDFN Traditional Territory.	From time to time after Effective Date

**Planning Assumption**

1. Yukon will seek input from NNDFN in developing criteria for Nacho Nyak Dun employment or for special Nacho Nyak Dun experience or knowledge.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The development of a management plan for the Lansing Heritage Site.
<b>RESPONSIBLE PARTY:</b>	Yukon, NNDFN
<b>PARTICIPANT/LIAISON:</b>	Yukon Heritage Resources Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 13 Schedule A 1.2, 2.1, 2.2; Cross reference Chapter 13 Schedule A 1.3, 2.3, 2.4, 2.5, 2.6, 2.7, 3.3, 4.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon and NNDFN	Conduct a historic resources assessment at the Lansing Heritage Site.	As soon as practicable

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

	Establish the boundaries of the Site based on information provided by the historic resources assessment.	As soon as practicable after historic resources assessment is completed
Yukon, NNDFN	Hold initial meeting to prepare a workplan for development of the management plan pursuant to Chapter 13, Schedule A, 2.3, 2.4, 2.5, 2.6 and 2.7, also considering 3.3.	As soon as practicable after Effective Date
	In accordance with the workplan, develop the management plan.	As consistent with the workplan
	Refer proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.	Once proposed management plan is developed
Yukon Heritage Resources Board	Review the management plan and make any recommendations to Yukon and NNDFN.	Within a reasonable period of time after receipt of proposed management plan
Yukon and NNDFN	Finalize the plan.	Best efforts within 18 months of the Effective Date

**Planning Assumptions**

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

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

2. In developing the plan, the parties will consider the costs to NNDFN of managing the site and possibilities for obtaining funding through Government programs as may be in place from time to time.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The alteration of the boundaries of the historic site at Lansing

**RESPONSIBLE PARTY:** NNDFN, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The boundaries of the Site shall not be changed except with the agreement of Government and the First Nation of Nacho Nyak Dun.

**REFERENCED CLAUSES:** Chapter 13 Schedule A 1.3

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Responsibility	Activities	Timing
Yukon, NNDFN	Propose changes to the boundaries.	At discretion of the party desiring change
Yukon and NNDFN	Reach an agreement regarding changes.	
	Alter boundaries, if so agreed.	

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The completion and approval of the management plan for the historic site at Lansing.

**RESPONSIBLE PARTY:** Yukon, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

Government and the First Nation of Nacho Nyak Dun shall jointly approve the management plan.

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.

**REFERENCED CLAUSES:** Chapter 13, Schedule A 2.4, 3.1 and 3.2;  
Cross reference 26.3.0

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Responsibility	Activities	Timing
Yukon and NNDFN	Complete the management plan.	Best efforts within 18 months of Effective Date or as soon as practicable thereafter
Yukon and NNDFN	Approve the management plan.	
Yukon or NNDFN	At discretion, refer matter to the dispute resolution process under 26.3.0.	If failure to agree on terms of the management plan

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The review of the management plan for the historic site at Lansing

**RESPONSIBLE PARTY:** Yukon, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government and the 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 ten years thereafter.

**REFERENCED CLAUSES:** Chapter 13 Schedule A 3.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN, Yukon	Meet to establish the terms of reference for a joint review of each management plan and identify resources required to undertake the review.	No later than the fourth year following the approval of the management plan as needed so that resource requirements can be addressed in the parties' budgets for the fifth year
NNDFN, Yukon	Complete review as agreed.	No later than five years after its initial approval

**Planning Assumption**

1. The cycle of activities will repeat for all subsequent reviews, adjusting timing as necessary.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendment of the management plan for the historic site at Lansing

**RESPONSIBLE PARTY:** Yukon, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

**REFERENCED CLAUSES:** Chapter 13 Schedule A 3.4;  
Cross reference Chapter 13 Schedule A 3.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, NNDFN	Refer any proposed amendment to the Yukon Heritage Resources Board for its review and recommendations.	
Yukon Heritage Resources Board	Review proposed amendment(s) and make any recommendations to Yukon and NNDFN.	Within a reasonable period of time after receipt of proposed amendments to the management plans
NNDFN, Yukon	Consider recommendations of the Yukon Heritage Resources Board.	Within a reasonable period of time after receipt of recommendations
NNDFN, Yukon	Amend the management plan.	If agreed by parties

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The nomination of the Bonnet Plume River as a Canadian Heritage River.

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** Mayo District Renewable Resources Council, Canadian Heritage Rivers Board

**OBLIGATIONS ADDRESSED:** Government shall submit to the Board a nomination document for the Bonnet Plume River before January 31, 1993, or as soon as practicable thereafter.

Government, after Consultation with the Mayo District Renewable Resources Council, shall prepare the nomination document in accordance with the Canadian Heritage Rivers System Program.

The Board shall:

- consider the nomination: and
- make a recommendation to the Ministers,

in accordance with the provisions of the Canadian Heritage Rivers System Program.

**REFERENCED CLAUSES:** Chapter 13 Schedule B 2.1, 2.2, 2.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Notify the Mayo District Renewable Resources Council of the proposal to prepare a nomination document.	
	Provide details of the nomination to the Mayo District Renewable Resources Council. Before January 31, 1993 or as soon as practicable thereafter	
Mayo District Renewable Resources Council	Prepare and present views regarding the nomination.	Within a reasonable period of time
Canada, Yukon	Provide full and fair consideration of the views presented.	
	Prepare the nomination document and submit to the Canadian Heritage Rivers Board.	As soon as practicable
Canadian Heritage Rivers Board	Consider the nomination.	
	Make recommendation to the Ministers in accordance with the provisions of the Canadian Heritage Rivers System Program.	

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

**PROJECT:** The development and approval of a Management Plan for the Bonnet Plume River

**RESPONSIBLE PARTY:** Canada, Yukon, Mayo District Renewable Resources Council

**PARTICIPANT/LIAISON:** Canadian Heritage Rivers Board

**OBLIGATIONS ADDRESSED:** If the Board recommends that the Bonnet Plume River be designated as a Canadian Heritage River and the Ministers accept the nomination:

- the river shall be placed on the register of Candidate Heritage Rivers; and
- Government and the Mayo District Renewable Resources Council shall jointly prepare a Management Plan for the Bonnet Plume River.

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.

The Management Plan shall be submitted for approval to the Minister of the nominating agencies in accordance with the Canadian Heritage Rivers System Program.

The approved Management Plan shall be lodged with the Canadian Heritage Rivers Board in accordance with the Canadian Heritage Rivers System Program.

**REFERENCED CLAUSES:** Chapter 13 Schedule B 3.1, 3.2, 3.5, 3.6;  
Cross reference Chapter 13 Schedule B 3.3, 3.4 and 3.7

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Minister of the Environment	Place the Bonnet Plume River on the register of Candidate Canadian Heritage Rivers.	Upon recommendation of the Board and acceptance by the Minister of nomination.
Canada, Yukon, Mayo District Renewable Resources Council	At discretion, establish a steering committee to assist in preparing the Management Plan, with equal representation of each party.	As agreed
Steering committee	Hold initial meeting to prepare a workplan for development of the Management Plan pursuant to Chapter 13, Schedule B, 3.3 and 3.4, also considering 3.7.	As agreed
	Prepare a Management Plan for the Bonnet Plume River.	
Canada, Yukon, Mayo District Renewable Resources Council	Submit the completed Management Plan to Mayo District Renewable Resources Council for approval.	

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

Canada, Yukon, Mayo  
District Renewable  
Resources Council

Submit the Management  
Plan, as approved by Mayo  
District Renewable  
Resources Council, for  
approval to the Ministers of  
the nominating agencies in  
accordance with the  
Canadian Heritage Rivers  
System Program.

Forward the Management  
Plan to the Canadian  
Heritage Rivers Board.

Upon approval by the  
Ministers.

**Planning Assumption**

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

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review and amendments of the Management Plan for the  
Bonnet Plume River

**RESPONSIBLE PARTY:** Canada, Yukon, Mayo District Renewable Resources  
Council

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government and the Mayo Renewable Resources Council  
may agree from time to time to review and recommend  
amendments to the approved Management Plan.

**REFERENCED CLAUSES:** Chapter 13 Schedule B 3.7

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, Mayo District Renewable Resources Council	Meet to establish the terms of reference for a review of the Management Plan and identify resources required to undertake the review.  Complete review as agreed.	From time to time after initial approval of the plan, as agreed by the parties

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

**PROJECT:** The formal designation of the Bonnet Plume River as a Canadian Heritage River.

**RESPONSIBLE PARTY:** The Minister of the Environment (Canada)/Ministers of the nominating agencies of Government/Canadian Heritage Rivers Board

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Upon receipt by the Board of the approved Management Plan, the Ministers shall formally designate the Bonnet Plume River as a Canadian Heritage River.

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.

**REFERENCED CLAUSES:** Chapter 13 Schedule B 4.1 and 4.2

Responsibility	Activities	Timing
Ministers	Designate the Bonnet Plume River as a Canadian Heritage River.	Upon receipt by the Board of the Management Plan
Ministers	Notify NNDFN of formal designation.	
Canadian Heritage Rivers Board	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.	Periodically after formal designation
Canadian Heritage Rivers Board	Notify NNDFN of review.	

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

**PROJECT:** Exception to the exclusive right of the First Nation of Nacho Nyak Dun to use Water

**RESPONSIBLE PARTY:** Nacho Nyak Dun First Nation and Tetlit Gwich'in

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

**REFERENCED CLAUSES:** 14.5.4.1

Responsibility	Activities	Timing
NNDFN	Use Water as permitted by the NNDFN, recognizing that in the Primary and Secondary Use Areas, the Tetlit Gwich'in have the right to use Water for a traditional use.	As required
Tetlit Gwich'in	Use Water as permitted by the Gwich'in Transboundary Agreement for a traditional use in the Primary and Secondary Use Areas, recognizing that the NNDFN also has a right to use Water in the Primary and Secondary Use Areas.	As required

**Planning Assumptions**

- 10.3.1 of the Gwich'in Transboundary Agreement states that: "Subject to laws of general application, a Tetlit Gwich'in shall have the right to use water for a traditional use in the primary and secondary use areas".



**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

2. 10.3.3 states that:  
"Nothing in 10.3.1 shall be construed to grant a priority of use or a right to compensation".

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Renewal or replacement of Water Licences

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Yukon Water Board

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

**REFERENCED CLAUSES:** 14.7.4;  
Cross reference 14.7.3

Responsibility	Activities	Timing
NNDFN	Receive written notice that an application has been made to renew or replace a licence with a term of five years or more for Water on or flowing through Settlement Land.	As required
NNDFN	Review notice and prepare and present view to the Yukon Water Board on terms and conditions which should be attached to the replacement or renewal to protect the NNDFN interests.	Within timeframe provided by the Yukon Water Board or as stipulated in Legislation

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Person seeking access and Surface Rights Board

**OBLIGATIONS ADDRESSED:** Unless a Person has a right of access without the consent of the affected Yukon First Nation, a Person requiring the use of Settlement Land other than the Parcel covered by that Person's interest under 14.7.1 in order to exercise a right to use Water under 14.7.1 and 14.7.3 has a right of access to use that Settlement Land with the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.

**REFERENCED CLAUSES:** 14.7.5  
Cross reference 14.7.1, 14.7.3, 14.12.0

Responsibility	Activities	Timing
NNDFN	Receive request for access to Settlement Land to exercise a right to use Water granted under 14.7.1 or 14.7.3.	After the Effective Date
NNDFN	Determine whether or not access will be granted and set terms and conditions of access if appropriate	Upon request
NNDFN	Notify applicant of decision.	Within a reasonable time
NNDFN	Prepare for and respond to application before the Surface Rights Board.	Upon notice that a referral has been made subsequent to refusal of access

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Holder of Water Licence, Yukon Water Board

**OBLIGATIONS ADDRESSED:** After three years from the Effective Date of a Yukon First Nation Final Agreement and only in respect to the term following the expiry of that three year period, a Person holding a Licence described in 14.7.3 shall be liable to pay compensation under the provisions of this chapter to the Yukon First Nation in respect of the exercise of such Licence, and shall be subject to the provisions of 14.11.0 and 14.12.0.

**REFERENCED CLAUSES:** 14.7.8

Responsibility	Activities	Timing
NNDFN	Attempt to negotiate agreement with Licence holder.	At discretion after three years from the Effective Date
NNDFN	Apply to Yukon Water Board for determination or compensation related to any Licence described in activity 14.7.3.	At discretion if no agreement is reached

**Planning Assumption**

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

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Shared drainage basin agreements

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** NNDFN, Yukon, Government of the Northwest Territories, Government of British Columbia, Government of Alaska

**OBLIGATIONS ADDRESSED:** Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.

Government shall Consult with affected Yukon First Nations with respect to the formulation of Government positions on the management of Water in a shared drainage basin within those Yukon First Nations' Traditional Territories in negotiating an agreement pursuant to 14.10.1

**REFERENCED CLAUSES:** 14.10.1, 14.10.2

Responsibility	Activities	Timing
Government	Identify jurisdictions which share drainage basins with Yukon.	Within one year of the effective date of Settlement Legislation
Government	Contact identified jurisdictions and attempt to initiate discussions on Water management agreements.	As practicable

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

If agreement to negotiate is reached with other jurisdictions:

notify NNDFN that Government is formulating positions on Water management in a specified shared drainage basin and provide relevant information.

NNDFN	Review information and prepare and present views to Government.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented and integrate views into Government position as practicable.	Prior to finalizing Government position

**Planning Assumptions**

- Once negotiations have been established with another jurisdiction, affected Yukon First Nations will be kept apprised of progress towards interjurisdictional agreements and will be consulted periodically pursuant to this clause on the formulation of government positions.
- Affected Yukon First Nations will be consulted pursuant to this clause during discussions related to the amendment of any Water management agreement that is reached.
- It is acknowledged that current arrangements for the negotiation of Water management agreements between jurisdictions include the participation of affected Yukon First Nations in the briefing and preparation for negotiations and in the negotiation sessions.

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

**PROJECT:** Preparation for Yukon Water Board compensation proceedings

**RESPONSIBLE PARTY:** NNDFN, Yukon Indian Person

**PARTICIPANT/LIAISON:** Yukon Water Board

**OBLIGATIONS ADDRESSED:** When determining the amount and terms of compensation to be paid to a Yukon First Nation pursuant to this chapter, the Board shall consider:

- the effect of the Water Use on the Yukon First Nation's Use of Water on or adjacent to its Settlement Land;
- the effect of the Water Use on the Yukon First Nation's Settlement Land, taking into account any cultural or special value of the land to the Yukon First Nation;
- the nuisance, inconvenience and noise caused by the Water Use to the Yukon First Nation on Settlement Land;
- the increment of the Water alteration caused by the Water Use;
- the duration of any of the above; and
- any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c.N-25.

In a determination pursuant to 14.12.3, of compensation payable to a Yukon First Nation, the loss or damage suffered by the Yukon First Nation for activity contrary to 14.8.1 shall include the loss or damage suffered by a Yukon Indian Person enrolled under that Yukon First Nation Final Agreement, but shall not include loss or damage compensable pursuant to 14.9.2.

In determining loss or damage suffered by a Yukon Indian Person under 14.12.4, the Board shall consider:

- the effect of the Water Use on the Yukon Indian Person's Use of Water on or adjacent to the affected Yukon First Nation's Settlement Land;
- the effect of the Water Use on Fish and Wildlife Harvesting by the Yukon Indian Person enrolled under that Yukon First Nation Final Agreement;

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

- the increment of the Water alteration caused by the Water Use;
- the duration of any of the above; and
- any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c.N-25.

When determining the amount and terms of compensation to be paid to a Yukon Indian Person pursuant to 14.9.2, the Board shall consider:

- subject to 14.12.6.2, the effect of the unlawful Use of Water on the Yukon Indian Person's Traditional Use of Water in that Yukon Indian Person's Traditional Territory;
- the effect of the unlawful Use of Water on a Yukon Indian Person's Traditional Use in relation to traditional heritage, culture and spiritual purposes, but only on or adjacent to the Settlement Land of the Yukon First Nation under whose Yukon First Nation Final Agreement that Yukon Indian Person is enrolled;
- the incremental effect of the unlawful Use of Water on the Yukon Indian Person's Traditional Use;
- the cost to the Yukon Indian Person of mitigation of damage caused to Settlement Land and restoration of Settlement Land for the Traditional Use;
- the duration of any of the above; and
- any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c.N-25.

**REFERENCED CLAUSES:** 14.12.3, 14.12.4, 14.12.5, 14.12.6;  
Cross reference 14.2.1, 14.12.2, 14.12.7 - 14.12.10

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

Responsibility	Activities	Timing
NNDFN, Yukon Indian Person	Prepare for compensation hearings of the Yukon Water Board, including, as appropriate, the preparation of documentation and other information to be presented to the Yukon Water Board in support of the application for compensation and participate in those hearings.	As appropriate

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

<b>PROJECT:</b>	Survey of Settlement Land boundaries
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Settlement Land Committees, Yukon, Yukon First Nations, Land Titles Office
<b>OBLIGATIONS ADDRESSED:</b>	<p>The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the <u>Canada Lands Surveys Act</u>, R.S.C. 1985, c.L-6.</p> <p>Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the <u>Manual of Instructions for the Survey of Canada Lands</u> and other general or specific instructions issued by the Surveyor General from time to time.</p> <p>The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.</p> <p>The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.</p> <p>Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.</p>
<b>REFERENCED CLAUSES:</b>	15.2.1, 15.2.3, 15.2.4, 15.2.5; Cross reference 5.3.2, 5.3.3, 15.2.6, 15.2.7, 15.2.8, 15.2.10, 15.4.2.1, 15.4.3, 15.7.1 22.3.4

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Responsibility	Activities	Timing
Canada (EMR)	Establish survey program based on information provided by SLCs to be adjusted annually as required.	After receipt of information from SLCs, and from CYI and Yukon pursuant to 15.2.9 and as required thereafter until surveys are complete
Canada (EMR)	Notify SLCs of survey program established	Once program has been set
Canada (EMR)	Prepare survey instructions consistent with 15.4.2.1.	As practicable
Canada (EMR)	Tender survey contracts consistent with 15.7.1 and 22.3.4.	
Canada (EMR)	Oversee completion of surveys in accordance with <u>Manual of Instructions for the Survey of Canada Lands</u> .	
Canada (EMR)	Notify SLC that boundary requires adjustment to reduce survey cost.	As required
SLC	Review proposal to adjust	As soon as practicable upon receipt of notice
Canada (EMR)	Adjust boundary.	If consent of the SLC is granted
Canada (EMR)	Receive survey results from contractor, examine results, and forward results to SLC for review.	Upon completion of survey

Planning Assumption

1. The survey program initially established will be reviewed annually by Canada. If the review indicates a need to vary the program or to vary from the survey priorities determined by the Settlement Land Committees, Yukon and CYI will be consulted before a final decision to vary is taken. An Activity Plan for this consultation appears in the UFA Implementation Plan for 15.2.9.

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**PROJECT:** Priorities for the identification and selection of Site Specific Settlement Land

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Settlement Land Committee, Yukon, NNDFN, Land Titles Office

**OBLIGATIONS ADDRESSED:** Each Settlement Land Committee shall, in accordance with the principles described in 15.3.5, be responsible for:

- .the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land; and
- .determining the priorities for the survey of all Settlement Land; and
- .indication to the Surveyor General of portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of the Yukon First Nation and the public.

In determining the priorities for the identification and selection of Site Specific Settlement Land and for the survey of all Settlement Land, the Settlement Land Committee shall have regard to the following principles:

- .the priorities of the Yukon First Nation;
- .efficiency and economy; and
- .the necessity to clarify boundaries because of imminent public or private development on adjacent lands.

Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0

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Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the Yukon First Nation.

Each Settlement Land Committee shall indicate and identify any critical features intended to be enclosed in Settlement Land.

**REFERENCED CLAUSES:** 15.3.4, 15.3.5, 15.3.8, 15.3.9, 15.4.5; Cross reference 26.3.0

Responsibility	Activities	Timing
Government, SLC or NNDFN	Refer dispute regarding identification of Site Specific Settlement parcel (15.3.4.1) to dispute resolution.	As required when no agreement is reached
Arbitrator	Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or the final position proposed by the NNDFN.	As required
Government, SLC or NNDFN	Refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution.	As required when no agreement is reached

**Planning Assumption**

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

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- PROJECT:** Use and enjoyment of Settlement Land by Yukon Indian People prior to completion of surveys
- RESPONSIBLE PARTY:** Settlement Land Committee
- PARTICIPANT/LIAISON:** Yukon Indian People, Canada, Yukon
- OBLIGATIONS ADDRESSED:** During the period described in 15.3.6:  
 . each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;  
 . each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or to the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and  
 . Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.
- REFERENCED CLAUSES:** 15.3.7;  
 Cross reference 15.3.6

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Receive and take steps considered practicable to give effect to a recommendation from the SLC respecting a request for use and enjoyment of Settlement Land.	Upon receipt of recommendation
Government	Inform the SLC and Yukon Indian Person or NNDFN of any aspects of the recommendation that could not be given effect and indicate reasons.	As soon as practicable, if Government is unable to give effect to all or a part of the recommendation

**Planning Assumption**

1. It is expected that the SLC's primary considerations in assessing requests for use and enjoyment will be the provisions of paragraph 15.3.6 and any implications for survey requirements which may arise from the request.



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**PROJECT:** Approval of survey plans

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Settlement Land Committee, Yukon, NNDFN, Land Titles Office

**OBLIGATIONS ADDRESSED:** Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.

If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.

**REFERENCED CLAUSES:** 15.6.6; 15.6.7;  
Cross reference 5.2.3, 5.2.4, 15.6.8

Responsibility	Activities	Timing
Canada (EMR)	Review plans with SLC to verify conformity to selections.	As soon as practicable upon completion of surveys

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SLC	Review plan and surveyor's report for conformity with original land selection.	Prior to making recommendation to NNDFN
SLC	If the plan conforms in the view of the SLC, recommend plan to NNDFN and seek written approval of plan from NNDFN.	As soon as practicable after EMR review
NNDFN	Review plan to ensure that the parcels depicted conform to the area selected.	As soon as practicable
NNDFN	If the plan conforms, accept the recommendation of the SLC and provide written approval to the SLC.	After reviewing the plan
	OR	
	Reject the recommendation and refer the dispute to mediation under 26.3.0.	
Canada (EMR)	Resurvey if required, in accordance with the Chapter.	As soon as practicable
Canada (EMR)	Return the plan to the Surveyor General for confirmation and registration in Canada Lands Survey Records.	Upon acceptance of the plan or after any dispute is resolved
Canada (EMR)	Deposit official plan in the Land Titles Office and in NNDFN system.	Upon confirmation

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**PROJECT:** Employment and economic opportunities -- Surveying

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** First Nation of Nacho Nyak Dun

**OBLIGATIONS ADDRESSED:** 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 and in any subcontracting firm submitting the proposal, bid or tender, and in any subcontractor to that firm.

The determination of the qualifications and experience appropriate for the survey of the First Nation of Nacho Nyak Dun Settlement Land shall be set out in the economic development opportunities plan required by 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.

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.

**REFERENCED CLAUSES:** 15.7.1;  
Cross reference 22.3.1

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Responsibility	Activities	Timing
Canada (EMR)	In cooperation with NNDFN, develop selection factors which include the specified factors, to be used for evaluating competitive proposals, bids or tenders for survey of NNDFN Settlement Land.	As soon as practicable before beginning the survey of NNDFN Settlement Land
Canada (EMR)	Evaluate proposals, bids and tenders taking into consideration factors developed.	As required
Canada (EMR) and NNDFN	Agree on qualifications and experience appropriate for survey.	As practicable pending the completion of the economic development opportunities plan required by 22.3.1
Group preparing plan	Set out the agreed upon qualifications and experience appropriate for survey in the economic opportunities development plan prepared pursuant to 22.3.1.	Prior to completion of plan

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**PROJECT:** Administration of survey contracts

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** NNDFN, Yukon Indian People

**OBLIGATIONS ADDRESSED:** Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.

**REFERENCED CLAUSES:** 15.7.2;  
Cross reference 22.5.4, 22.5.6, 22.5.8, 22.5.9,  
Annex D

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Responsibility	Activities	Timing
Canada (EMR)	Prepare contracts for the survey of Settlement Land and include the condition that Yukon Indian People and NNDFN businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.	As required
Canada (EMR)	Include list of NNDFN businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of NNDFN Settlement Land with all requests for proposals, and require documentary proof that the NNDFN businesses and Yukon Indian People were given first consideration.	When issuing requests for proposals
Canada (EMR)	In assessing survey proposals, confirm that the documentary proof forms part of the contractor's proposal.	As required

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**PROJECT:** Sharing of economic benefits with the Tetlit Gwich'in

**RESPONSIBLE PARTY:** First Nation of Nacho Nyak Dun

**PARTICIPANT/LIAISON:** Tetlit Gwich'in

**OBLIGATIONS ADDRESSED:** 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.

**REFERENCED CLAUSES:** 15.7.2.1;  
Cross reference 15.7.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDNFN	Contact Tetlit Gwich'in and agree on how the economic benefits described in 15.7.2 shall be shared.	Prior to the survey of land which abuts NNDNFN Settlement Land

**Planning Assumption**

1. Activities associated with the implementation of 15.7.2 are detailed in the Activity Plan for 15.7.2.

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**PROJECT:** Consultation with NNDNFN prior to imposition of a limitation in Legislation

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDNFN

**OBLIGATIONS ADDRESSED:** Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.

**REFERENCED CLAUSES:** 16.3.3.2;  
Cross reference 16.3.9, 16.3.10, 16.5.4, 16.7.16

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Provide notice to NNDNFN of possible need to impose a limitation pursuant to 16.3.3.1, if the limitation will affect NNDNFN. Provide details.	If Minister is considering imposing a limitation
NNDNFN	Prepare and present views on proposed limitation.	Within reasonable period of time provided by Government
Canada, Yukon	Provide full and fair consideration to views of NNDNFN.	Before imposing a limitation

**Planning Assumption**

1. Any proposed amendments that result in a limitation of the rights of Yukon Indian People under Chapter 16 will involve a level of Consultation that is commensurate with the importance of this issue to Yukon First Nations.

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**PROJECT:** Representation of the interests of NNDFN and other affected Yukon First Nations in international negotiations

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** NNDFN and other affected Yukon First Nations

**OBLIGATIONS ADDRESSED:** Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.

**REFERENCED CLAUSES:** 16.3.5;  
Cross reference 16.5.4

Responsibility	Activities	Timing
Canada	Notify NNDFN and other affected Yukon First Nations of Fish and Wildlife issues which affect them. Provide background information on the subject and request input from Yukon First Nations with respect to their interests.	Prior to the negotiations or as issues arise
NNDFN and other affected Yukon First Nations	Provide response for consideration by Canada.	Within timeframe established by Canada
Canada	Negotiate the issues, making reasonable efforts to represent the interests of NNDFN and other affected Yukon First Nations.	As required

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**Planning Assumption**

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

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**PROJECT:** Amendments to Game Export Act

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Yukon, NNDFN

**OBLIGATIONS ADDRESSED:** Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.

No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.

**REFERENCED CLAUSES:** 16.3.7 and 16.3.8;  
Cross reference 16.7.16

Responsibility	Activities	Timing
Canada	Forward copy of <u>Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act</u> ("WAPPA") and regulations to Yukon First Nations and Yukon.	When WAPPA is proclaimed
Yukon, NNDFN	Review WAPPA and regulations to determine if they comply with requirements of 16.3.7.	After receipt of WAPPA
Canada	Consult with NNDFN and Yukon for the purpose of determining whether further amendments are required.	

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Canada

If WAPPA is not proclaimed, make best efforts to amend legislation pursuant to 16.3.7.

As soon as practicable

**Planning Assumption**

1. The Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act, S.C. 1992, c.52 was assented to by Parliament on December 17, 1992 and is expected to be proclaimed in early 1994. This Act repeals the Game Export Act, R.S.C. 1985, c.G-1, and allows the Governor in Council to make regulations under section 21 with respect to circumstances in which persons may be exempted from holding permits and on a number of other issues. It is anticipated that upon proclamation, there will be regulations to comply with the requirements of 16.3.7.

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**PROJECT:** Coordinated Fish and Wildlife population management in and outside of National Parks

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Fish and Wildlife Management Board, Renewable Resources Council, NNDFN, Yukon

**OBLIGATIONS ADDRESSED:** The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.

**REFERENCED CLAUSES:** 16.3.14.1

Responsibility	Activities	Timing
Canada (CPS), Yukon, NNDFN	Meet to discuss appropriate protocol for coordination of the management of Fish and Wildlife populations which cross the boundary of a National Park.	If there is a National Park established within NNDFN Traditional Territory
Canada (CPS), Yukon, NNDFN	Draft protocol and provide to all affected agencies for review.	
All agencies	As agreed, implement protocol.	

**Planning Assumption**

- Affected agencies will include the Fish and Wildlife Management Board, Renewable Resources Councils, National Park management boards, and other affected Yukon First Nations.

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**PROJECT:** Provision of proof

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Canada, Yukon

**OBLIGATIONS ADDRESSED:** A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nation's Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.

**REFERENCED CLAUSES:** 16.4.7;  
Cross reference 16.4.2, 16.4.8, 16.4.9, 16.5.1.1

Responsibility	Activities	Timing
NNDFN	Provide proof to each Citizen with respect to above after Settlement Legislation, or after consent given, or Basic Needs Level allocation provided.	As soon as practicable
NNDFN	Provide Canada and Yukon with a sample document form provided to NNDFN Citizens and other Yukon First Nation citizens granted consent, and any forms developed if a basic needs allocation has been granted.	As soon as practicable after development of document

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

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** Government shall Consult with a Yukon First Nation prior to taking action on Fish and Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

**REFERENCED CLAUSES:** 16.5.4;  
Cross reference 16.3.3.2, 16.5.1

Responsibility	Activities	Timing
Canada, Yukon	Notify and provide details to NNDFN of proposal of Fish and Wildlife matter requiring action which affects NNDFN.	As required
NNDFN	Prepare and present views to Government re: proposal.	Within reasonable time provided by Government
Canada, Yukon	Provide full and fair consideration of views presented. Inform NNDFN of action to be taken by Government.	Prior to taking action

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**PROJECT:** Nominate alternate members to Mayo District Renewable Resources Council.

**RESPONSIBLE PARTY:** NNDFN, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The Minister and First Nation of Nacho Nyak Dun may each nominate one additional member as an alternate member to the Council.

Subject to 16.6.2.3, an alternate member may participate in the work of the Council.

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.

**REFERENCED CLAUSES:** 16.6.2.1, 16.6.2.2, 16.6.2.3;

Responsibility	Activities	Timing
NNDFN, Yukon	At discretion, each nominate an additional member to Mayo District Renewable Resources Council as alternate.	At time of nominations for Mayo District Renewable Resources Council
Minister	Appoint alternate members to Mayo District Renewable Resources Council.	After nominations have been received



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**PROJECT:** Nomination of Tetlit Gwich'in Members to Mayo District Renewable Resources Council

**RESPONSIBLE PARTY:** Yukon, NNDFN

**PARTICIPANT/LIAISON:** Tetlit Gwich'in, Mayo District Renewable Resources Council

**OBLIGATIONS ADDRESSED:** 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.

The Tetlit Gwich'in shall Consult with the First Nation of Nacho Nyak Dun prior to making its nominations to the Renewable Resources Council.

**REFERENCED CLAUSES:** 16.6.2.4, 16.6.2.5

Responsibility	Activities	Timing
Gwich'in Tribal Council	Nominate 3 members to Mayo District Renewable Resources Council.	After Effective Date
Gwich'in Tribal Council	Notify NNDFN of the three names.	As soon as practicable after nomination decision made
NNDFN	Provide response to Tetlit Gwich'in re: proposed members.	Within a reasonable period of time after receipt of names
Gwich'in Tribal Council	Give full and fair consideration to NNDFN response. Provide names to Yukon Minister.	

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Yukon Minister	Appoint members to Mayo District Renewable Resources Council.	After receipt of nominations
3 Tetlit Gwich'in members of Renewable Resources Council	Replace 3 NNDFN members.	When Mayo District Renewable Resources Council is considering matters respecting the Primary Use Area

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**PROJECT:** Amendment of Wildlife Act

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** Yukon First Nations, Renewable Resources Councils, Fish and Wildlife Management Board

**OBLIGATIONS ADDRESSED:** The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c.178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c.178 pursuant to 16.6.10.6.

**REFERENCED CLAUSES:** 16.6.13;  
Cross reference 16.6.10.6, 16.5.4, 16.7.16, 16.11.1

Responsibility	Activities	Timing
Yukon	Send details of proposed amendment to Yukon First Nations and Fish and Wildlife Management Board.	As soon as practicable after the effective date of Settlement Legislation.
NNDFN	Review request, prepare and present views re: proposal.	Within a reasonable time period provided by Government.
Fish and Wildlife Management Board	Present views re: proposal.	
Yukon	Provide full and fair consideration to views presented and draft amendment.	

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Yukon

Introduce amendment to Yukon Legislative Assembly. Send approved Legislation to Yukon First Nations, Fish and Wildlife Management Board and Renewable Resources Councils.

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**PROJECT:** Provision of research results/information to Mayo District Renewable Resources Council

**RESPONSIBLE PARTY:** Canada, Yukon, NNDFN

**PARTICIPANT/LIAISON:** Mayo District Renewable Resources Council

**OBLIGATIONS ADDRESSED:** Government shall provide Councils with the results of research under 16.6.10.11.

Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

**REFERENCED CLAUSES:** 16.6.15, 16.6.17;  
Cross reference 16.6.10.11

Responsibility	Activities	Timing
Canada, Yukon	Provide research results under 16.6.10.11 to Mayo District Renewable Resources Council.	As soon as practicable after Government is in receipt of research information
Canada, Yukon, NNDFN	Provide Mayo District Renewable Resources Council with information in their possession reasonably required for the Council to carry out its functions under this chapter.	Upon request by Mayo District Renewable Resources Council

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

**RESPONSIBLE PARTY:** Yukon, NNDFN

**PARTICIPANT/LIAISON:** Mayo District Renewable Resources Council, Fish and Wildlife Management Board

**OBLIGATIONS ADDRESSED:** 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:

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;

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);

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;

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;

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whether or not the First Nation of Nacho Nyak Dun has made any representation under 16.9.1.3 (d), 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;

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

failing agreement, the Minister shall make a decision in accordance with 16.8.0.

**REFERENCED CLAUSES:** 16.9.1.3 (a), (c), (d), (e), (f), (g), (h);  
Cross reference 16.5.1, 16.5.4, 16.9.1.3 (b), 16.9.2,  
16.6.10.1, 16.6.10.13 (b), 16.7.12.2, 16.7.12.4

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Allocate number of moose or woodland caribou in accordance with 16.9.1.3 (a).	In the event that a Total Allowable Harvest is established
Minister, NNDFN	Make exceptions to the allocation set out in 16.9.1.3 (a) following recommendation of Mayo District Renewable Resources Council.	As agreed by the parties
Mayo District Renewable Resources Council, Fish and Wildlife Management Board	Send copies of any recommendations made on the allocation of remainder of Total Allowable Harvest to NNDFN.	Whenever such recommendations are made to Minister

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NNDFN	At discretion, make representations to Minister on Renewable Resources Council or Fish and Wildlife Management Board recommendations.	Within a reasonable period of time
NNDFN, Minister	Attempt to reach an agreement on allocation of remainder of Total Allowable Harvest, whether or not NNDFN has made representations.	Before Minister makes final decision
Minister	If no agreement, make decision in accordance with 16.8.0.	

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**PROJECT:** Establishment of estimated needs of NNDFN if Total Allowable Harvest is established.

**RESPONSIBLE PARTY:** Yukon, NNDFN

**PARTICIPANT/LIAISON:** Mayo District Renewable Resources Council

**OBLIGATIONS ADDRESSED:** The estimated needs of the Nacho Nyak Dun referred to in (a) shall be established in the following manner:

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,

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,

in establishing the estimated needs, an arbitrator appointed to resolve the dispute shall consider:

the matters set out in 16.9.6,

the health and nutritional needs as well as the cultural and social well being of the Nacho Nyak Dun, and

the changing harvest patterns of the Nacho Nyak Dun;

**REFERENCED CLAUSES:** 16.9.1.3 (b);  
Cross reference 26.3.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Provide assessment of its estimated needs to Minister and the Mayo District Renewable Resources Council.	At request of Yukon or Mayo District Renewable Resources Council if a Total Allowable Harvest is being considered
Minister, NNDFN	Attempt to agree on NNDFN estimated needs.	If Minister disagrees with NNDFN assessment
Minister or NNDFN	At discretion, refer matter to dispute resolution process under 26.3.0.	If no agreement

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**PROJECT:** Allocation of estimated needs of NNDFN to Tetlit Gwich'in

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Tetlit Gwich'in

**OBLIGATIONS ADDRESSED:** 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.

**REFERENCED CLAUSES:** 16.9.1.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Allocate to the Tetlit Gwich'in any part of estimated needs of NNDFN established pursuant to 16.9.1.3 (b).	At discretion of NNDFN

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**PROJECT:** Harvest reallocation upon request of Yukon First Nations under 16.9.3

**RESPONSIBLE PARTY:** Yukon, NNDFN

**PARTICIPANT/LIAISON:** Other Yukon First Nations

**OBLIGATIONS ADDRESSED:** Where, in any year:

the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and

the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife,

Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.

**REFERENCED CLAUSES:** 16.9.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Request that Yukon allocate some of NNDFN harvest allocation to another Yukon First Nation in accordance with 16.9.3.	At discretion of NNDFN

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Yukon	Alter allocation as requested.	As soon as practicable
Yukon	Inform affected Yukon First Nations.	As soon as practicable

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<b>PROJECT:</b>	Agreement on Basic Needs Level and harvest allocation for moose and woodland caribou.
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada, NNDFN
<b>PARTICIPANT/LIAISON:</b>	Tetlit Gwich'in
<b>OBLIGATIONS ADDRESSED:</b>	<p>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).</p> <p>Failing an agreement, the harvest allocation for the Nacho Nyak Dun shall be the same as in 16.9.1.3(a).</p> <p>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.</p> <p>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.</p>
<b>REFERENCED CLAUSES:</b>	16.9.5.1, 16.9.5.2, 16.9.5.4, 16.9.5.5; Cross reference 16.9.1.3 (a), 16.9.5.3 Gwich'in Transboundary Agreement 12.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Assess needs.	As required
NNDFN	Make request to Government to negotiate Basic Needs Level outside of Primary Use Area.	At discretion of NNDFN
NNDFN	Provide information on estimated needs of NNDFN.	Prior to negotiation of Basic Needs Level
Yukon, NNDFN, Canada	Attempt to negotiate Basic Needs Level and harvest allocation for moose and woodland caribou.	
Yukon	Provide a revised allocation.	If agreement reached
Yukon	Continue harvest allocation as in 16.9.1.3(a).	If no agreement reached
NNDFN	Allocate to the Tetlit Gwich'in any part of a Basic Needs Level established for a species pursuant to 16.9.5.1.	At discretion of NNDFN

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**PROJECT:** Review of 16.9.1.3 and 16.9.5.1

**RESPONSIBLE PARTY:** Yukon, Canada, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

**REFERENCED CLAUSES:** 16.9.5.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Canada, NNDFN	Review provisions of 16.9.1.3 and 16.9.5.1.	No later than 10 years after Effective Date, unless Parties otherwise agree



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**PROJECT:** Negotiation of Basic Needs Level

**RESPONSIBLE PARTY:** NNDFN, Canada, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.

**REFERENCED CLAUSES:** 16.9.13;  
Cross reference 16.9.15, 16.10.3, 16.5.1.5, 16.5.1.4

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN, Canada, Yukon	Contact other parties to set time and place to negotiate a Basic Needs Level.	After Effective Date at request of any party
NNDFN, Canada, Yukon	Respond to request for negotiations.	
NNDFN, Canada, Yukon	Enter negotiations.	If agreed by parties

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Endeavouring to rehabilitate wildlife populations

**RESPONSIBLE PARTY:** Canada, Yukon, NNDFN, Fish and Wildlife Management Board and Mayo District Renewable Resources Council

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.

**REFERENCED CLAUSES:** 16.9.16;  
Cross reference 16.1.1.1, 27.4.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, NNDFN, Fish and Wildlife Management Board, Mayo District Renewable Resources Council	Meet to exchange information and cooperatively identify options for rehabilitating the population. Develop a plan.	When a Total Allowable Harvest is less than a Basic Needs Level or adjusted Basic Needs Level
Canada, Yukon, NNDFN, Fish and Wildlife Management Board, Mayo District Renewable Resources Council	Endeavour to rehabilitate the affected population in accordance with the plan.	As required

**Planning Assumption**

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

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Exploring ways to improve distribution of surplus meat to Yukon Indian People

**RESPONSIBLE PARTY:** Yukon, Yukon First Nations

**PARTICIPANT/LIAISON:** Renewable Resources Councils, Fish and Wildlife Management Board

**OBLIGATIONS ADDRESSED:** Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.

**REFERENCED CLAUSES:** 16.9.17

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Yukon First Nations	Request meeting to develop options for improving distribution of surplus meat to Yukon Indian People.	At request of either party following Effective Date
Yukon, Yukon First Nations	Jointly or independently, draft proposal and send to affected Renewable Resources Council and Fish and Wildlife Management Board for review and recommendation.	Following meeting
Renewable Resources Council, Fish and Wildlife Management Board	Make recommendation to Minister and Yukon First Nations.	Within reasonable time period after receipt of proposals
Minister	Review recommendations and make decision and implement in accordance with 16.8.0 process.	

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Yukon First Nations                      Implement in accordance with 16.5.1.8.

**Planning Assumption**

1. Yukon and Yukon First Nations may agree to use Renewable Resources Councils or Fish and Wildlife Management Board to implement a joint proposal, and to involve them in the development of the proposal.

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**PROJECT:** Negotiation of basic needs allocations -- Salmon

**RESPONSIBLE PARTY:** Canada and NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:

- the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
- the Harvesting patterns of other residents of the Yukon;
- changing patterns of consumption;
- the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
- the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
- such other factors as the parties may agree.

**REFERENCED CLAUSES:** 16.10.3;  
Cross reference Chapter 16 Schedule A 3.9.2 and 4.1

Responsibility	Activity	Timing
NNDFN	Request entry into BNA negotiations.	As specified in Schedule A or as described in NNDFN
Canada (DFO)	Review and respond to request.	As soon as practicable upon receipt of request
Canada (DFO) and NNDFN	Discuss specific arrangements and prepare for negotiations.	As may be agreed

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Canada (DFO) and NNDFN Negotiate BNA taking into account factors listed in 16.10.3. As may be agreed

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**PROJECT:** Variation of basic needs allocation for Salmon

**RESPONSIBLE PARTY:** Yukon First Nations (as defined in Schedule A), Canada and Salmon Sub Committee

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of the Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.

**REFERENCED CLAUSES:** 16.10.5, 16.7.17.12 (f);  
Cross reference Chapter 16 Schedule A

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
YFNs, SSC or Canada (DFO)	Identify need to vary allocation among affected Yukon First Nations and notify SSC.	Any time after the total BNA is set for the Yukon River Drainage Basin
Salmon Sub Committee	Notify all affected parties of identified need to vary BNA and provide any relevant information.	As soon as practicable after need is identified
Salmon Sub Committee, YFNs and Canada (DFO)	Review proposal and prepare and present views.	Within a reasonable time
Salmon Sub Committee	Provide full and fair consideration to input received.	As required

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Salmon Sub Committee	Prepare and make a recommendation on an alternate allocation for the Minister and the affected Yukon First Nations.	As soon as practicable
Affected YFNs and Canada (DFO)	Consider recommendation of SSC and any other relevant information and attempt to reach agreement on a variation to the allocation.	After reviewing SSC recommendation
All affected Yukon First Nations and Canada (DFO)	Confirm agreement in writing.	If agreement is reached
SSC, Government (DFO) and affected Yukon First Nations	Implement new allocation.	If agreement is reached

**Planning Assumptions**

1. The Salmon Sub Committee will play a lead role in consulting with the affected parties to determine a new allocation of the total BNA for the Yukon River Drainage Basin.
2. The Salmon Sub Committee, as part of its responsibility for Salmon management, will incorporate agreed upon variations in the allocation into Salmon management plans as soon as practicable, given the stage of the Salmon season.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Priority of Yukon First Nations basic needs allocation

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Salmon Sub Committee, Yukon First Nations

**OBLIGATIONS ADDRESSED:** Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allocation Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.

**REFERENCED CLAUSES:** 16.10.8

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	Ensure the BNA for any drainage basin shall have priority over all other fisheries.	After the effective date of Settlement Legislation
Canada (DFO)	Seek agreement of affected Yukon First Nations to alter priority.	As required
Affected Yukon First Nations	Review proposal and notify Canada (DFO) of decision.	Upon receipt of proposal
Canada	Alter allocation.	If all affected Yukon First Nations agree

**Planning Assumption**

1. Canada (DFO) shall work with the SSC and Yukon First Nations to determine how the priority of the YFNs' total BNA for the drainage basin is to be given effect.

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Distribution of Total Allowable Catch when TAC falls below Yukon First Nations' BNA for the Yukon River Drainage Basin

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Salmon Sub Committee and Affected Yukon First Nations

**OBLIGATIONS ADDRESSED:** Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.

Where:

- a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season: or
- subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,

Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic allocation.

**REFERENCED CLAUSES:** 16.10.9, 16.10.13;  
Cross reference 16.10.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	Distribute the available TAC among the affected YFNs on a pro rata basis proportional to their share of the total BNA.	As required once the drainage basin BNA is established
Canada (DFO)	Make necessary increases to the each affected YFN's annual allocation in order that after a period of no more than six years each YFN's average annual BNA is met.	Over a period of the next 6 years if conditions identified in 16.10.13 occur

**Planning Assumptions**

1. Where inaccurate pre-season or in-season TAC determinations result in an inability to meet the BNA for the drainage basin and other commercial and sport fisheries have harvested Salmon, Government will subsequently adjust the affected YFNs' annual BNAs. The intention would be to provide for that adjustment within the TAC established for the following year if it is reasonable to do so.
2. Where the in-season TAC is less than what is required to satisfy the BNA of a YFN pursuant to 16.10.9 in any one year for any other reason than those described in 16.10.13, no adjustment of that YFN's BNA will be made.
3. Government will make best efforts to refer these issues to the SSC for their consideration and input prior to making a determination pursuant to this clause.
4. A temporary reduction or cancellation of commercial or other fisheries may be required in order to allow Government to allocate the necessary additional fish to the Yukon First Nation's BNA fishery.
5. Precise determinations of spawning escapement cannot be made with existing DFO management practices; therefore, determinations pursuant to 16.10.13.1 may be difficult to assess. In recognition of this difficulty, and consistent with clause 16.10.8 every effort will be made in the setting and allocation of the annual Total Allowable Catch to meet the requirements of the Yukon First Nations basic needs allocations for the drainage basin before allocating Salmon to other users.

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<b>PROJECT:</b>	Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN
<b>RESPONSIBLE PARTY:</b>	Salmon Sub Committee
<b>PARTICIPANT/LIAISON:</b>	Affected Yukon First Nations, Canada
<b>OBLIGATIONS ADDRESSED:</b>	Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub-Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.
<b>REFERENCED CLAUSES:</b>	16.10.14; Cross reference 16.8.9; 16.7.17.11

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
SSC	In cooperation with YFNs, identify situation in which harvesting in excess of BNA by a downstream Yukon First Nation may have resulted in the failure of an upstream Yukon First Nation to meet its BNA.	As required after BNAs are established for the drainage basin in question
SSC	In cooperation with affected YFNs, review available information.	As soon as practicable

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SSC	Reallocate a portion of the downstream YFN's allocation to the upstream YFN if appropriate.	As required
SSC	Notify affected YFNs and implement decision, subject to 16.8.9.	As required

**Planning Assumptions**

1. Canada (DFO) will provide the technical information and support available to it in order to assist the SSC in making a determination pursuant to this clause.
2. Management information currently available to the Department of Fisheries and Oceans may not, in all cases, be adequate to determine conclusively that the overharvesting by a downstream Yukon First Nation resulted in the unavailability of sufficient Salmon for an upstream Yukon First Nation to meet its basic needs allocation.

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<b>PROJECT:</b>	Additional commercial Salmon fishing licences
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Affected Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	<p>In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.</p> <p>The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.</p> <p>Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.</p> <p>Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.</p> <p>The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.</p>
<b>REFERENCED CLAUSES:</b>	16.10.15, 16.10.16, 16.10.17; Cross reference 16.10.20

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	In accordance with 16.10.16, determine the number of new commercial licences to be issued to affected YFNs and inform affected YFNs.	As soon as practicable after the date of UFA ratification
Affected YFNs	Determine how licences will be allocated and notify Government.	As soon as practicable after the ratification of the UFA
Canada (DFO)	Issue licences without fee according to allocation determined by the YFNs.	Upon receipt of notification
Affected YFNs	Inform Government of any transfers agreed-upon amongst YFNs.	Upon transfer

**Planning Assumptions**

1. The new additional Yukon commercial Salmon fishing licences are only transferable between and amongst YFNs with rights on the Yukon River Drainage Basin.
2. Pursuant to 16.7.17.12 (e), the SSC may make recommendations to Government on related new opportunities and proposed management measures for the commercial uses of Salmon.
3. DFO will provide full information to the affected Yukon First Nations with respect to the manner in which the 26% determination was made. The number is expected to include those licences which have been surrendered and are being held by DFO to enable Government to fulfil this obligation.

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<b>PROJECT:</b>	Allocation of traplines
<b>RESPONSIBLE PARTY:</b>	Yukon, Mayo District Renewable Resources Council
<b>PARTICIPANT/LIAISON:</b>	NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	Subject to 16.11.3.2, 16.11.3.3 and 16.11.3.4, where the realization of the overall allocation in a Yukon First Nation's Traditional Territory pursuant to 16.11.3 would require that more traplines be allocated to Yukon Indian People, the acquisition of those additional traplines shall be completed within 25 years of the Effective Date of that Yukon First Nation's Final Agreement, unless the parties to the Yukon First Nation's Final Agreement otherwise agree.  The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.
<b>REFERENCED CLAUSES:</b>	16.11.3.1, 16.11.3.4; Cross reference 16.11.3, 16.11.3.2, 16.11.3.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Mayo District Renewable Resources Council	Establish additional criteria for process to reach goal of 16.11.3.	As soon as practicable after Effective Date
	Inform Yukon and NNDFN of additional criteria.	Prior to Yukon establishing its process



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Yukon	Establish procedures for trapline allocation to ensure goal of 16.11.3, unless otherwise set out in NNDFFA.	As soon as practicable after Effective Date
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**Planning Assumption**

1. Mayo District Renewable Resources Council may solicit NNDFN and Government views regarding the criteria for the process to reach goal of 16.11.3

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Process by which additional traplines may be designated as Category 1 Traplines

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Registered holder, Mayo District Renewable Resources Council, Yukon

**OBLIGATIONS ADDRESSED:** The following is the process required by 16.11.9:  
  
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 notify that it has designated the trapline to be a Category 1 Trapline.

**REFERENCED CLAUSES:** 16.11.9.1  
Cross reference 16.11.9

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Responsibility	Activities	Timing
NNDFN	Request written consent of registered holder of trapline to designate trapline as Category 1.	As required
Registered holder of trapline	Grant or deny consent.	At discretion
NNDFN	Provide proof of consent to Yukon and Mayo District Renewable Resources Council and notice if trapline has been designated as Category 1.	As required or as traplines designated

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**PROJECT:** Maintenance of register of Category 1 and 2 Traplines

**RESPONSIBLE PARTY:** Yukon, Mayo District Renewable Resources Council, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The Government of the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines.

**REFERENCED CLAUSES:** 16.11.10.5;  
Cross reference 16.11.7, 16.11.8, 16.11.9, 16.11.10.4, 2.9.3  
Nacho Nyak Dun Final Agreement (Sch. B. Ch. 2, 6.0)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Notify Yukon and Mayo District Renewable Resources Council if trapline concession holders have consented to their traplines being designated as Category 1 Traplines, or if mutual agreement reached re: trade pursuant to 16.11.10.4.	After written consent of trapline holder
Yukon	Revise trapline concession register to distinguish between Category 1 and Category 2 Traplines.	Before or as soon as practicable following the Effective Date

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Yukon	Notify Mayo District Renewable Resources Council of register and provide copies.	After establishment of register
NNDFN	Notify Mayo District Renewable Resources Council of register and provide copies.	After establishment of register

**Planning Assumption**

1. Designation of traplines in overlap areas as Category 1 is addressed in specific provisions of the Final Agreements.

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**PROJECT:** Establish a compensation policy for Yukon Indian trappers

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDFN, Mayo District Renewable Resources Council

**OBLIGATIONS ADDRESSED:** Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.

**REFERENCED CLAUSES:** 16.11.13;  
Cross reference 16.11.13.1

Responsibility	Activities	Timing
Canada, Yukon	Develop proposal for compensation process.	As soon as practicable
Canada, Yukon	Send draft process to NNDFN and Mayo District Renewable Resources Council for review and comments.	
NNDFN, Mayo District Renewable Resources Council	Review process and forward comments to Government.	
Canada, Yukon	Review comments received and finalize process.	
Canada, Yukon	Notify trappers of compensation process.	

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**PROJECT:** Provision of trapper training programs

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** Yukon First Nations, Renewable Resources Council

**OBLIGATIONS ADDRESSED:** The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.

**REFERENCED CLAUSES:** 16.13.2;  
Cross reference 28.8.3, 28.9.1, 28.9.2

Responsibility	Activities	Timing
Yukon, Yukon First Nations, Renewable Resources Council	Design trapper training programs.	After Settlement Legislation
Yukon	Provide trapper training for Yukon Indian People as required from time to time.	For 10 years from enactment of Settlement Legislation, unless otherwise decided

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**PROJECT:** Consultation on Forest Resources policies and Legislation

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** Renewable Resources Councils

**OBLIGATIONS ADDRESSED:** The Minister shall Consult with the affected Renewable Resources Councils:

prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and

prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.

**REFERENCED CLAUSES:** 17.2.2;  
Cross reference 17.4.3

Responsibility	Activities	Timing
Government	Notify Renewable Resources Councils of new policy and/or legislative initiative and provide details of the initiative.	Prior to establishment of policy or recommendation to Parliament or Legislative Assembly
RRCs	Prepare and present views.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented.	Prior to establishment of policy or recommendation to Parliament or Legislative Assembly

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**PROJECT:** Non-commercial harvest of Trees on Crown Lands

**RESPONSIBLE PARTY:** NNDFN and Government

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Subject to this chapter:  
each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes;

For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

The rights set out in 17.3.1 do not apply to Crown Land:

where the exercise of a right conflicts with the carrying out of any activity authorized by Government;

that is subject to a surface lease or an agreement for sale, unless the Person, other than Government, holding such interest consents; or

where access by the public is limited or prohibited.

**REFERENCED CLAUSES:** 17.3.1.2, 17.3.3, 17.3.4;  
Cross reference 17.2.2, 17.3.2, 17.3.6, 17.4.3

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Responsibility	Activities	Timing
	<u>If permit required by legislation:</u>	
NNDFN	Apply to Government for necessary permit/licence.	As required by legislation
Government	Issue permit/licence in accordance with applicable legislation and subject to restrictions listed in 17.3.4, waiving any fee that might otherwise apply.	Upon application
NNDFN	Notify government of Trees harvested up to a limit of 500 cubic meters.	As required by permit or upon request by government
	<u>If no permit is required:</u>	
NNDFN	Notify government of Trees harvested up to a limit of 500 cubic meters.	Annually, or as requested by Government

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<b>PROJECT:</b>	Preparation of Forest Resources Management plans
<b>RESPONSIBLE PARTY:</b>	Government, NNDFN, Mayo District Renewable Resources Council
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.</p> <p>A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.</p> <p>A Renewable Resources Council may make recommendations to the Minister and the affected Yukon First Nation with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within that Yukon First Nation's Traditional Territory, including:</p> <ul style="list-style-type: none"> <li>. the coordination of Forest Resources Management throughout the Yukon and in the relevant Traditional Territory;</li> <li>. the need for, and the content and timing of, Forest Resources inventories and management plans;</li> </ul> <p>The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.</p> <p>If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.</p>

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**REFERENCED CLAUSES:** 17.5.1, 17.5.2, 17.4.1, 17.4.1.1, 17.4.1.2, 17.5.7, 17.5.8;  
Cross reference 17.4.3, 17.4.4, 17.5.3, 17.6.1, 17.6.2

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDNFN	Identify areas of Settlement Land for Forest Resources Management plans.	At its discretion
Government	Identify areas of Non-Settlement Land requiring Management plans and identify need for inventories.	At its discretion
Mayo District Renewable Resources Council	Make recommendation to the Minister and to NNDNFN regarding need for and timing of Forest Resources inventories and plans.	At its discretion
Government	Undertake management inventory.	If necessary
Government, NNDNFN	Develop Forest Resources Management plans taking into account the issues listed in 17.5.5.	As resources permit and in accordance with order established
Government, NNDNFN	Approve and implement plans consistent with Chapter 17.	

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**Planning Assumptions**

1. To the extent practicable, RRCs, YFNs and Government will work collaboratively to identify areas requiring Forest Resources Management plans.
2. Forest inventories and management plans will be undertaken in a manner consistent with First Nation and Government policies in place from time to time.

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**PROJECT:** Establishment of order for Forest Resources Management plans

**RESPONSIBLE PARTY:** Government, Yukon First Nations and Renewable Resources Councils

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.

**REFERENCED CLAUSES:** 17.5.3  
Cross reference 17.5.7

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Notify YFNs of intention to establish order for the development of Forest Resources Management plans.	Within one year of the effective date of Settlement Legislation
Minister	Provide YFNs with any pertinent information.	Prior to establishing order
YFNs	Prepare and present views.	Within reasonable time established by Minister
Minister	Provide full and fair consideration to views presented.	Prior to establishing order
Minister	Establish order for development of plans, including inventories where identified.	After Consultation

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Government, YFNs                      To revise order, repeat listed activities.                      Prior to amending order

**Planning Assumptions**

1. All fourteen Yukon First Nations and Government will be invited to a one-time joint meeting, arranged by Government within one year of the effective date of Settlement Legislation in order to consult regarding the establishment of the order for Forest Resources Management plans. This meeting will facilitate the coordinated development of a territory-wide approach to forest management planning and will allow Yukon First Nations without Final Agreements to have input into the setting of priorities.
2. Relevant information and proposals will be forwarded to the Yukon First Nations within a reasonable time in advance of the meeting.

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**PROJECT:** Timing for the development of Forest Resources Management plans and inventories

**RESPONSIBLE PARTY:** Canada, NNDFN, and Mayo District Renewable Resources Council

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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 Nacho Nyak Dun.

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.

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.

**REFERENCED CLAUSES:** 17.5.4.1 - 17.5.4.3;  
Cross reference 17.4.2.1; 17.5.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Notify NNDFN and the Mayo District RRC of proposal to set timing for the development of a plan and provide details.	At discretion of Government
NNDFN and Mayo District RRC	Review notice and prepare and present views to Government.	Within a reasonable time after receipt of notice
Government	Provide full and fair consideration to the views presented.	Prior to establishing timing
Government	Inform the NNDFN and the Mayo District RRC of the timing set for the development of the plan.	As soon as practicable after Consultation
Government	Assess requirement for a management inventory of Trees on Crown land in the Traditional Territory.	As practicable
Government	If inventories deemed to be required, give first priority to the two sites noted on Map (FMU) - Appendix B.	As required
Government	Notify NNDFN of proposal to set timing for and to prepare inventory of Trees in the NNDFN Traditional Territory and provide details.	As practicable once decision made that inventory is required



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NNDNFN	Review proposal and prepare and present views.	Upon receipt of notice
Government	Provide full and fair consideration to the views presented.	Prior to undertaking inventory
Government	Notify NNDNFN of timing and plans for the preparation of the inventory.	After Consultation

**Planning Assumption**

1. The timing for the development of the Forest Resources Management plan will be set prior to assessing the need for the preparation of any inventory of Trees.

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<b>PROJECT:</b>	Use of pesticides or herbicides by NNDNFN on Settlement Land
<b>RESPONSIBLE PARTY:</b>	NNDNFN
<b>PARTICIPANT/LIAISON:</b>	Government
<b>OBLIGATIONS ADDRESSED:</b>	Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.  Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.
<b>REFERENCED CLAUSES:</b>	17.7.1, 17.7.3; Cross reference 17.7.5 and 17.7.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDNFN	Notify Government that use of herbicides or pesticides on Settlement Land is being considered.	Prior to application of herbicides or pesticides
NNDNFN	Provide details about nature of pest/disease and any other relevant information.	Prior to application of herbicides or pesticides
Government	Prepare and present views.	Within reasonable time provided by NNDNFN
NNDNFN	Provide full and fair consideration of views presented.	Prior to taking any action

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Government and NNDFN	Take any action agreed upon to control problem.	Upon agreement about course of action
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**PROJECT:** Use of pesticides or herbicides by Government on Crown Lands within NNDFN Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATION ADDRESSED:** Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.

**REFERENCED CLAUSES:** 17.7.2;  
Cross reference 17.7.4 and 17.7.5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify affected NNDFN that use of herbicides or pesticides on Crown Lands within Traditional Territory is being considered.	Prior to application of herbicides or pesticides
Government	Provide details about nature of pest/disease and any other relevant information.	Prior to application of herbicides or pesticides
NNDFN	Prepare and present views.	Within reasonable time provided by Government
Government	Provide full and fair consideration of views presented.	Prior to application

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**PROJECT:** Consultation on forest fire fighting priorities

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that First Nation's Settlement Land and on adjacent Non-Settlement Land.

**REFERENCED CLAUSES:** 17.8.2;  
Cross reference 17.4.4

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify NNDFN of general priorities for forest fire fighting on Settlement Land and adjacent Non Settlement Land and provide any relevant information.	As soon as practicable after the Effective Date
NNDFN	Prepare and present priorities.	Within a reasonable timeframe
Government	Provide full and fair consideration to views presented.	Prior to amending priorities
Government	Set general priorities for that NNDFN's Settlement Land and for adjacent Non-Settlement Land.	After Consultation
Government	Notify NNDFN of new priorities established.	Once priorities are established

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**Planning Assumptions**

1. The general forest fire fighting priorities of NNDFN may change over time; upon request of NNDFN, Government will consider amending general priorities to reflect the wishes of NNDFN.
2. Government will explore various options available for bringing the interested parties together to work collaboratively on the establishment of priorities for fighting forest fires.

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**PROJECT:** Fire fighting by Government on Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:

in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and

within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.

**REFERENCED CLAUSES:** 17.8.3;  
Cross reference 17.8.1 and 17.8.4

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify NNDFN prior to taking action to fight fires on a NNDFN's Settlement Land.	Where practicable
Government	Fight fires on a NNDFN's Settlement Land in accordance with policies in place from time to time and within available resources.	For a period of five years from the Effective Date

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Government, NNDFN

Develop arrangements with respect to the sharing of responsibility for forest fire suppression on Settlement Land.

On request of any party

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Permit holder, Surface Rights Board

**OBLIGATIONS ADDRESSED:** The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.

**REFERENCED CLAUSES:** 17.10.2;  
Cross reference 17.10.5 and 17.13.1

Responsibility	Activities	Timing
NNDFN	Review application for access from a holder of a commercial timber permit.	Upon application and prior to access
NNDFN	Determine whether access will be granted.	Upon request
NNDFN	Notify applicant of decision in writing.	Within a reasonable time
NND	Prepare for and respond to an application to the Surface Rights Board.	If a referral is made

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

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Surface Rights Board, agreement holders

**OBLIGATIONS ADDRESSED:** The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.

**REFERENCED CLAUSES:** 17.10.4;  
Cross reference 17.10.5 and 17.13.1

Responsibility	Activities	Timing
NNDFN	Review application for access from the holder of a timber harvesting agreement.	Upon receipt of application
NNDFN	Determine whether access will be granted.	Upon request
NNDFN	Notify applicant of decision in writing.	Within a reasonable time
NNDFN	Prepare for and respond to an application to the Surface Rights Board.	If a referral is made

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**PROJECT:** Notice of public tender for Forest Resource Management or protection

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.

**REFERENCED CLAUSES:** 17.14.1;  
Cross reference 22.5.10, 22.6.6, Annex D -- Economic Opportunities

**PROJECT:** Economic opportunities -- Silviculture

**RESPONSIBLE PARTY:** Government and NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

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.

**REFERENCED CLAUSES:** 17.14.2.2, 17.14.2.3;  
Cross reference 17.14.1, 17.14.2.1, 17.14.2.4, 17.14.2.5, Chapter 22

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide written notice to NNDFN of public tender within NNDFN Traditional Territory.	Upon invitation of public tender

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Offer first opportunity for fixed term contract to the NNDFN.	As required
NNDFN	Accept or reject contract offer and notify Government.	As required
Government	Notify the NNDFN in writing of an invitation for public tender of contracts associated with silviculture in the NNDFN Traditional Territory.	As required

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NNDNFN	Review invitation and determine if proposal is to be submitted.	Within period of time specified by Government
NNDNFN	Notify Government of determination and submit proposal if appropriate.	Within specified time period

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<b>PROJECT:</b>	Evaluation criteria -- Silviculture contracts
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	NNDNFN
<b>OBLIGATIONS ADDRESSED:</b>	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.
<b>REFERENCED CLAUSES:</b>	17.14.2.6; Cross reference 17.14.2.7, Chapter 22

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	In cooperation with NNDNFN, modify Government contract tendering documents as required to include a criterion for Nacho Nyak Dun employment in any contract opportunities associated with silviculture in the NNDNFN Traditional Territory and inform the NNDNFN of how the criterion has been included.	Prior to tendering contracts in the NNDNFN Traditional Territory

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**PROJECT:** Hiring of Nacho Nyak Dun to fight forest fires  
**RESPONSIBLE PARTY:** Government  
**PARTICIPANT/LIAISON:** NNDFN  
**OBLIGATIONS ADDRESSED:** Where Government requires Extra Fire Fighters to fight fires within the Traditional Territory of the First Nation of Nacho Nyak Dun it shall, where practicable, hire Nacho Nyak Dun.  
**REFERENCED CLAUSES:** 17.14.2.8  
 Cross reference 17.14.2.9

Responsibility	Activities	Timing
Government	Notify the NNDFN of requirement for Extra Fire Fighters to fight fires in the NNDFN Traditional Territory.	As appropriate
NNDFN	Provide Government with a list of potentially available Nacho Nyak Dun fire fighters.	Seasonally, or upon request by Government
Government	Hire Nacho Nyak Dun as Extra Fire Fighters.	As practicable

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**PROJECT:** Conflicts between exercise of Mineral Right and exercise of Specified Substances Right  
**RESPONSIBLE PARTY:** NND First Nation  
**PARTICIPANT/LIAISON:** Surface Rights Board  
**OBLIGATIONS ADDRESSED:** In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.

Subject to 18.1.4, on an application under 18.1.2, the Surface Rights Board shall make an order specifying the terms and conditions of exercising either the Specified Substances Right or the Mineral Right or both so as to reduce such interference as far as practicable and, to the extent that interference with the exercise of the Specified Substances Right cannot be avoided, the Board shall give priority to the Person having the Mineral Right subject only to the payment of compensation to the Yukon First Nation for:

- . interference with the exercise of the Specified Substances Right; and
- . loss of opportunity to exercise the Specified Substances Right, taking into account the associated production cost incurred by the Person holding the Mineral Right.

**REFERENCED CLAUSES:** 18.1.2, 18.1.3;  
 Cross reference 18.1.1; 18.1.4

Responsibility	Activities	Timing
NNDFN or holder of a Mineral Right	Contact other party and attempt to resolve dispute over conflicting exercise of rights.	When a conflict arises over exercise of identified rights



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NNDNFN

Initiate or respond to an application before the Surface Rights Board.

If referral is made when parties unable to resolve dispute

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**PROJECT:** Location of Quarries by Government

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDNFN

**OBLIGATIONS ADDRESSED:** Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.

**REFERENCED CLAUSES:** 18.2.4;  
Cross reference: 18.2.6

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Responsibility	Activities	Timing
Government	Locate alternate Quarry sites on Non-Settlement Land.	As practicable
Government	Endeavour to eliminate use of existing Quarries on Settlement Land.	Where reasonable and practicable
Government	Communicate results of endeavour to NNDNFN.	Annually, as applicable

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**PROJECT:** Further identification of Quarries on Settlement Land

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** The time period for further identification under 18.2.5.1 is one year from the Effective Date of this Agreement.

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.

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.

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.

Government shall, if requested, meet with the First Nation of Nacho Nyak Dun to discuss the proposed identification of the Quarry.

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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.

**REFERENCED CLAUSES:** 18.2.5.1a, 18.2.5.2a, 18.2.5.3a-d;  
Cross reference 18.2.3, 26.3.1.3

Responsibility	Activities	Timing
Canada, Yukon	Identify further Quarries on Settlement Land R-12, R-27 and R-23 as identified in Appendix A - Settlement Land Descriptions and Appendix B - Maps, taking into consideration 18.2.3.	No later than 1 year from the Effective Date
Canada, Yukon	Notify NNDFN, in writing, of the further identification of Quarries including the public purposes for which it is required. Provide details.	No later than 1 year from the Effective Date
NNDFN	Prepare and present views in writing. If desired, request meeting to present views.	Within 60 days of receipt of notification by Government
Canada, Yukon	Meet with NNDFN to discuss proposed identification of Quarries.	If so requested by NNDFN
Canada, Yukon	Provide full and fair consideration of NNDFN views. Provide written response to views of NNDFN.	Within a reasonable time period

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Canada, Yukon	Make final decision re: identification of Quarries taking into account views of NNDFN.	
Canada, Yukon	Notify NNDFN of identified Quarries.	Upon making decision

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**PROJECT:** Government use and restoration of specified Quarries on Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** NNDFN, Surface Rights Board

**OBLIGATIONS ADDRESSED:** Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:

- . Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;
- . Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;
- . on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and
- . where a dispute arises over the use or restoration of a Quarry by Government, either the Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

**REFERENCED CLAUSES:** 18.2.6;  
Cross reference 18.2.2, 18.2.5, Appendix A --  
Description of Settlement Land 3.2.6

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Responsibility	Activities	Timing
Government	Use Quarry and associated specified substances in accordance with land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land.	As required for public purposes
Government	Notify NNDFN of intention to abandon use of Quarry.	Prior to ending use
NNDFN	Review notice and determine if site restoration is appropriate.	Upon receipt of notice
NNDFN	Notify Government of decision regarding need for site restoration.	As soon as practicable
Government	Restore Quarry in accordance with standards.	If required by a NNDFN
Government and NNDFN	Prepare for and respond to application to the Surface Rights Board.	If dispute arises and a referral is made by either Government or the NNDFN

<b>PROJECT:</b>	Government use of other Quarries on Settlement Land
<b>RESPONSIBLE PARTY:</b>	Government, NNDFN
<b>PARTICIPANT/LIAISON:</b>	Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.  If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.  When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.
<b>REFERENCED CLAUSES:</b>	18.2.7, 18.2.8, 18.2.9

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify NNDFN that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land.	When no suitable Quarry is available
Government and NNDFN	Attempt to reach agreement on need to use Quarry and on appropriate terms and conditions for Government use.	Within 30 days of notification by Government
Government	Establish and work Quarry according to terms and conditions agreed upon.  OR	If agreement is reached with NNDFN within 30 days
Government	Abandon proposal to use Quarry on Settlement Land.  OR	If no agreement reached with NNDFN within 30 days
Government or NNDFN	Refer dispute to the Surface Rights Board.	If no agreement reached with NNDFN within 30 days

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<b>PROJECT:</b>	Other Government use of Quarries
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.
<b>REFERENCED CLAUSES:</b>	18.2.10;

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify NNDFN of desire to use materials from Quarries on Settlement Land for:  -non-public purposes or  -public purposes more than 30km beyond Yukon boundaries and seek consent of the NNDFN.	As required
NNDFN	Consider request and notify Government of decision, including proposed terms and conditions if applicable.	Upon request from Government
Government	Use Quarry as agreed. or	With consent of NNDFN
Government	Abandon proposal for use.	If consent not obtained from NNDFN

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**PROJECT:** Access to Settlement Land with the consent of a NNDFN for the exercise of Mineral Rights

**RESPONSIBLE PARTY:** NNDFN, Government

**PARTICIPANT/LIAISON:** Surface Rights Board, Mineral Right holder

**OBLIGATIONS ADDRESSED:** Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.

Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

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Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**REFERENCED CLAUSES:** 18.3.3, 18.3.4, 18.4.3, 18.4.4;  
Cross reference 5.4.2, 18.3.5, 18.3.6, 18.4.5, 18.5.0

Responsibility	Activities	Timing
NNDFN	Receive request for access to Settlement Land.	As required prior to access pursuant to listed clauses
NNDFN	Determine whether or not access will be granted.	Upon request
NNDFN	Notify applicant of decision.	Within a reasonable time
NNDFN	Prepare for and respond to an application at the Surface Rights Board.	If referral is made upon notice of refusal

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**PROJECT:** Property Tax assistance

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** NNDFN, Taxation authority

**OBLIGATIONS ADDRESSED:** During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.

Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation or Yukon First Nation Corporation.

**REFERENCED CLAUSES:** 20.7.1, 21.2.2;  
Cross reference 21.2.1, 21.2.3, 21.2.5, 21.5.1

NNDFN	If applying for homeowner's grant, return completed application form to Yukon.	By January 31 of the year following the Effective Date and each subsequent year for nine years
Yukon	During the 10-year transitional period, provide NNDFN and Canada with estimate of property tax bill for NNDFN, net of any homeowner's grant.	By February 28 of the year following the Effective Date and each subsequent year for nine years
Yukon	Provide NNDFN, Canada and taxation authority with a list of the NNDFN properties on which any homeowner's grant applies, and the amount of the grant for each one.	Annually, by May 15, beginning in the year following the Effective Date
Taxation authority	Issue tax notices to NNDFN in respect of Settlement Land. Send copy to Canada.	Annually, by May 15, beginning in year following the Effective Date
Canada	In the first year, pay to NNDFN 100% of tax bill, net of any homeowner's grant.	Annually, in sufficient time to enable NNDFN to pay taxes by due date of July 2

Responsibility	Activities	Timing
Yukon	Provide NNDFN with application form for any homeowner's grant, requesting information concerning occupancy of residential properties on Fee Simple Settlement Land.	By December 15 of the year of the Effective Date and each subsequent year for nine years.

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**Legislative/regulatory amendments:**

Homeowners Grant Act, R.S.Y. 1986

Assessment and Taxation Act, R.S.Y. 1986, c.10

**Planning Assumptions**

1. The May 15th and July 2nd dates referenced in the timing for activities above are the deadlines established in the current Assessment and Taxation Act for issuance of tax notices and payment of taxes respectively. These dates may be subject to change from time to time.
2. Yukon shall develop an application form to be used by Yukon First Nations in respect of any homeowner's grant programs.
3. Yukon will provide a list of all fee simple properties on NNDFN Settlement Land when the application form for the homeowner's grant is sent to the NNDFN. As part of the process of applying for the homeowner's grant, the NNDFN will sign a declaration concerning eligibility of properties for the homeowner's grant.

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- PROJECT:** Determination of Settlement Land which is exempt from property taxation
- RESPONSIBLE PARTY:** Yukon
- PARTICIPANT/LIAISON:** NNDFN
- OBLIGATIONS ADDRESSED:** Unimproved Rural Settlement Land is exempt from Property Taxes.
- Except as otherwise provided in a Yukon First Nation Final Agreement or in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government, all other Settlement Land shall be subject to Laws of General Application respecting Property Taxes as if such lands were equivalent private property.
- REFERENCED CLAUSES:** 21.2.3, 21.2.5;  
Cross reference 21.1.0

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Responsibility	Activities	Timing
Yukon, NNDFN	For the first assessment roll prepared following the Effective Date, discuss and attempt to reach agreement on which properties on NNDFN Settlement Land will be exempt from Property Taxes.	Prior to finalization of assessment roll



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**PROJECT:** Action by taxing authority for non-payment of Property Taxes

**RESPONSIBLE PARTY:** Yukon, Municipality

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.

Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.

**REFERENCED CLAUSES:** 21.3.1, 21.3.2

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Responsibility	Activities	Timing
Taxing authority	Provide NNDFN or any NNDFN Corporation with initial notice, using double registered mail, of the possible withdrawal of delivery of any or all services to such Settlement Land if taxes are not paid within six months of date of notice.	If Property Taxes are owing on Settlement Land for more than 18 months
Taxing authority	Notify NNDFN or any NNDFN Corporation by way of double registered letter that services may be withdrawn by a specified date (six months after issuance of initial notice) if taxes are not paid by that date.	If taxes remain unpaid
Taxing authority	Provide notice to NNDFN if taxing authority decides to attach the assets of the NNDFN or any NNDFN Corporation owing the taxes, and/or to initiate other remedies.	If taxes remain unpaid six months after the withdrawal of any Local Government Services

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**PROJECT:** Action by taxing authority for non-payment by NNDFN for Local Government Services

**RESPONSIBLE PARTY:** Yukon, Municipality

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.

Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

**REFERENCED CLAUSES:** 21.3.3 and 21.3.4

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Municipality	Provide NNDFN with initial notice using double registered mail, of the possible withdrawal of delivery of Local Government Services on Settlement Land if payment not made within two months of date of notice.	If payment for such services remains unpaid for a period of four months

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Yukon, Municipality	Notify NNDFN by way of double registered mail, that services may be withdrawn by a specified date if payment not received.	30 days after initial notice if arrears are still outstanding
Yukon, Municipality	At discretion, refer the matter to dispute resolution process under 26.3.0.	If arrears remain unpaid 6 months after withdrawal of services

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**PROJECT:** Rates for user-pay Local Government Services for the NNDFN and any corporation owned or controlled by the NNDFN

**RESPONSIBLE PARTY:** Yukon, Village of Mayo

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** 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.

**REFERENCED CLAUSES:** 21.4.1.1

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN, Yukon or Village of Mayo	Attempt to reach agreement on the rates to be paid for Local Government Services by NNDFN or any corporation owned or controlled by NNDFN.	At the request of either party
Yukon or Village of Mayo	If no agreement, ensure rates for user-pay Local Government Services which are billed to the NNDFN or any corporation owned or controlled by NNDFN are the same as would be paid by property owners in the Village of Mayo.	From the Effective Date

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**Planning Assumption**

1. Responsibility will vary between Yukon and the Village of Mayo depending upon responsibility for delivery of different Local Government Services.

Some examples of Local Government Services which Yukon administers and provides include:

- Fire Protection
- Public Safety
- Water Services
- Sewage Services
- Solid Waste Disposal
- Road Maintenance
- Animal Control
- Property Assessment
- Mosquito Control
- Street Lighting
- Recreation Services
- Emergency Response Agreements

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**PROJECT:** Collection of outstanding Property Taxes on NNDFN Settlement Land

**RESPONSIBLE PARTY:** Village of Mayo

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** 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 the Agreement

**REFERENCED CLAUSES:** 21.6.1.2

Responsibility	Activities	Timing
NNDFN	Pay outstanding Property Taxes on NNDFN Settlement Lands designated as C-23 in the NNDFN.	Within 30 days of the Effective Date

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**PROJECT:** Economic development opportunities plan

**RESPONSIBLE PARTY:** Canada, Yukon, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.

The plans shall include recommendations to:

- maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;
- maximize the use of available financial and technical resources; and
- identify the funding requirements and measures necessary to stimulate community level economic activity; and

**Specific Provision**

- 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.

**REFERENCED CLAUSES:** 22.3.1, 22.3.1.1, 22.3.2.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Notify Canada and the Yukon of intention to establish tripartite planning group to prepare plan.	After ratification
Parties	Establish planning group, set timelines, develop workplan and identify resources required to complete the plan.	As soon as practicable upon receipt of notice
Planning group	Develop plan taking into account all factors listed.	As required
Planning group	Present plan and associated recommendations to NNDFN.	When plan is complete

**Planning Assumptions**

1. Plans will take into account existing economic development priorities of the First Nation of Nacho Nyak Dun.
2. Funding for economic development planning is available from time to time through such programs as the Canadian Aboriginal Economic Development Strategy (CAEDS), the Economic Development Agreement (EDA) and the Arctic Environmental Strategy (AES).

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<b>PROJECT:</b>	Develop a plan to assist in facilitating training and professional development of Yukon Indian People, to increase employment opportunities in technical, managerial and professional positions within the public service
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	YFNs, Training Policy Committee
<b>OBLIGATIONS ADDRESSED:</b>	Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service
<b>REFERENCED CLAUSES:</b>	22.4.1, Chapter 22 Schedule A Part I; Cross reference 22.2.2, 22.9.1, 28.3.3.5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify YFNs of intent to consolidate information from training and professional development program reviews, already underway.	Within a reasonable time after settlement legislation
NNDFN	Identify NNDFN liaison to participate in the consolidation exercise.	Upon receiving notice

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Government, YFNs	Review the consolidated information to identify obstacles and opportunities with respect to improving access for Yukon Indian People to employment opportunities within the public service.	Within a reasonable time and completed within three months
Government, YFNs	Develop a plan to improve access for Yukon Indian People to employment opportunities with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.	Within six months of review being completed
Government, YFNs	Implement the plan.	Within a reasonable time
Government, YFNs	Provide for a periodic review of the plan.	Ongoing

**Planning Assumptions**

1. This Activity Plan is intended to provide a general framework that will complement the specific planning processes outlined in NNDA specific provisions.
2. The Training Policy Committee is mandated to review existing training programs and may recommend changes to those programs. The work of the Training Policy Committee will complement the activities anticipated through the review and planning exercises.
3. Training and professional development opportunities exist throughout government and departments will provide information on their processes for the purpose of the review.

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4. Existing information related to any review of these processes will be made available for the review.
5. Professional associations, such as the Yukon Teachers Association, offer ongoing annual professional development programs and should be encouraged to participate and provide information for the purposes of the review and plan.

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**PROJECT:** Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People

**RESPONSIBLE PARTY:** YFNs, Yukon

**PARTICIPANT/LIAISON:** Training Policy Committee

**OBLIGATIONS ADDRESSED:** The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment

**REFERENCED CLAUSES:** 22.4.2, Chapter 22 Schedule A Part I  
Cross reference 22.2.2, 22.9.1, 28.3.3.5

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN, Yukon	Assess employment opportunities within the trades sector, in each NNDFN community.	Immediately following Effective Date
YFNs, Yukon	Contact trade unions to encourage their participation in the development and review of apprenticeship training programs.	Within a reasonable time
YFNs, Yukon	Review existing apprenticeship training programs to assess their effectiveness in promoting greater participation by Yukon Indian People.	Within a reasonable time

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YFNs, Yukon	As may be required, and to the extent practicable, modify existing programs or develop new programs to assist in achieving the goal of greater participation.	Following review and within two years of Effective Date
YFNs, Yukon	Provide for a regular review of effectiveness of apprenticeship training programs.	Ongoing

**Planning Assumptions**

1. This Activity Plan is intended to provide a general framework that will complement the specific planning processes outlined in NNDFN specific provisions.
2. The Training Policy Committee is mandated to review existing training programs and may recommend changes to those programs.
3. Trade Unions establish training programs and apprenticeship opportunities and they should be encouraged to participate in the review and planning processes.

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**PROJECT:** Notice of tenders

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.

**REFERENCED CLAUSES:** 22.5.1  
Cross reference: 22.2.2, 22.5.2, 22.5.6, 22.5.7, 22.5.8

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Advise Yukon that NNDFN wishes to be notified of public tenders and of their interest in receiving contract information.	Any time after effective date at discretion
Yukon	Provide available public information with respect to public tenders and contracting.	As soon as practicable after notification
NNDFN	Provide information re: ability to supply goods and services, for inclusion on bidders' or source lists.	At discretion

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Yukon	Provide written notice of public tenders to NNDFN if NNDFN has indicated a wish to be advised of public tenders.	At the time Yukon publicly invites tenders
Yukon	Where bidders' lists or similar methods are used, notify NNDFN who are on such lists	At the time Yukon invites tenders

**Planning Assumptions**

1. Additions to the source lists made between release periods can be accessed by a NNDFN through the Yukon Contract Administration office.
2. NNDFN may request that general information on public tendering and contracting be provided through a workshop or meeting. Such workshops/meetings may be coordinated with other YFNs.



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**PROJECT:** Information on non-public contracts

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.

**REFERENCED CLAUSES:** 22.5.3  
Cross reference 22.2.2

Responsibility	Activities	Timing
Yukon	Supply NNDFN with a copy of the list of contracts as tabled annually in the Legislature.	As soon as practicable after annual tabling

**Planning Assumption**

- If lists of contracts are generated on a more frequent basis, Yukon will provide as available.

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**PROJECT:** Inclusion of NNDFN on federal contract lists

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** For contracts to be awarded in the Yukon, the Government of Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.

A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

**REFERENCED CLAUSES:** 22.5.4, 22.5.5  
Cross reference 22.2.2

Responsibility	Activities	Timing
NNDFN	Advise Canada if NNDFN is interested in being included on contract lists in Yukon.	At discretion
Canada	Provide information with respect to contracting and qualifications that may be required, including Standing Offer Agreements process.	As soon as practicable after NNDFN request
NNDFN	Notify Canada of qualifications, etc. when indicating on which contract list NNDFN wishes to be included.	At discretion

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Canada	Notify NNDFN if NNDFN is included on specific contract lists.	At request of NNDFN
Canada	Provide publicly available information with respect to contracts that have been awarded in Yukon.	As soon as practicable after NNDFN request

**Planning Assumptions**

1. NNDFN may request that information re: contracts be provided through a workshop or meeting. Such workshops/meetings may be coordinated with other YFNs.
2. When seminars/workshops are arranged, there may be an initial consultation process between NNDFN and Canada with respect to the content and delivery of the information.

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<b>PROJECT:</b>	Access to Government contracting and registration
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.  Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.  Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.
<b>REFERENCED CLAUSES:</b>	22.5.6, 22.5.7, 22.5.8 Cross reference 22.2.2, 22.5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Canada	Provide information to Yukon Indian People and NNDFN corporations re: access to contracts, standing offer agreements, how to register on lists or inventories.  Provide this information through seminars/workshops.	At request of Yukon Indian People  Where practicable

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**Planning Assumption**

1. When seminars/workshops are arranged, there may be an initial consultation process between NNDFN and Government with respect to the content and delivery of the information.

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**PROJECT:** Structuring contracts to a manageable size

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** The Government of Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.

**REFERENCED CLAUSES:** 22.5.10  
Cross reference 22.2.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Where reasonable, make best efforts to structure contracts so that they are of a size manageable by small business.	Ongoing
Yukon	Provide information to indicate Yukon efforts to structure contracts to meet the objective of this clause.	Annually, upon request of NNDFN

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**PROJECT:** Assisting Yukon Indian People to invest in public corporations

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** Yukon Indian People

**OBLIGATIONS ADDRESSED:** Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.

**REFERENCED CLAUSES:** 22.6.1;  
Cross reference 22.2.0, 22.6.5, 22.6.6

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide list of public corporations and information as may be available respecting existing investment opportunities.	At request of NNDFN
Yukon Indian People	Request assistance from Government.	When interested in making investments in public corporations
Government	Consider request and identify options for practicable form(s) of assistance, depending on the circumstances.	Within a reasonable period of time following the request
Yukon Indian People, Government	Review the options and attempt to reach agreement on the assistance to be provided.	
Government	Provide assistance as agreed upon.	

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**Planning Assumptions**

1. For the purposes of this clause, Yukon Indian People may be represented by a Yukon First Nation or by a corporate entity established either by an individual Yukon First Nation or by Yukon First Nations collectively.
2. Activities under this clause may be cross-referenced with input from regional economic plans.

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**PROJECT:** NNDNFN participation with Yukon Development Corporation

**RESPONSIBLE PARTY:** Yukon Development Corporation, NNDNFN

**PARTICIPANT/LIAISON:** NNDNFN Corporation, Yukon Development Corporation

**OBLIGATIONS ADDRESSED:** Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.

**REFERENCED CLAUSES:** 22.6.4;  
Cross reference 22.2.2, 22.6.6  
Chapter 22 Schedule A Part I, 5.0

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDNFN corporations or Yukon Development Corporation	At discretion, meet to discuss participation with NNDNFN corporations or Yukon Development Corporation in economic opportunities [such as joint ventures, partnerships and equity participation in subsidiary corporations].	After Effective Date
NNDNFN corporations or Yukon Development Corporation	At discretion, propose participation in specific economic opportunities.	When the opportunity arises
NNDNFN corporations or Yukon Development Corporation	Review/study proposal at discretion. Respond to initiating Party - accept or decline proposal.	Within a reasonable time period

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NNDNFN corporations or Yukon Development Corporation	Proceed with joint participation in economic opportunity.	If proposal accepted by both Parties
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**PROJECT:** NNDNFN participation in acquisition or disposal of business venture

**RESPONSIBLE PARTY:** Yukon Development Corporation

**PARTICIPANT/LIAISON:** NNDNFN

**OBLIGATIONS ADDRESSED:** Yukon First Nations shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture.

**REFERENCED CLAUSES:** 22.6.5  
Cross reference 22.2.2, 22.6.1, 22.6.6

Responsibility	Activities	Timing
Yukon Development corporation	Notify NNDNFN of opportunity to participate in acquisition or disposal of a business venture in a timely manner.	Where Yukon Development corporation seeks public participation
NNDNFN	Research feasibility of participation in acquisition or disposal of business venture.	At discretion, after notification of business opportunity
	Participate in acquisition or disposal of business venture with Yukon Development Corporation.	At discretion

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**PROJECT:** Implementing procedures for joint capital planning

**RESPONSIBLE PARTY:** Yukon First Nation, Yukon  
Yukon First Nation, Canada

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government and Yukon shall establish, to the extent practicable, procedures for joint capital planning

**REFERENCED CLAUSES:** 22.6.6;  
Cross reference 22.6.1, 22.6.4, 22.6.5, 22.5.0, Chapter 22 Schedule A Part 1 sections 2 - 5

Responsibility	Activities	Timing
YFN, Yukon YFN, Canada	Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and YFNs.	At the request of one of the Parties
YFN, Yukon YFN, Canada	Discuss common interests and mutual priorities.	
YFN, Yukon YFN, Canada	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable
YFN, Yukon YFN, Canada	Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments,	At the request of one of the Parties

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agencies, crown  
corporations and YFNs.

YFN, Yukon  
YFN, Canada

Discuss common interests  
and mutual priorities.

YFN, Yukon  
YFN, Canada

As agreed, establish  
procedures including  
negotiations, studies,  
sharing of information,  
review of procedures.

As practicable

**Planning Assumptions**

1. 22.6.6 is to be used as a single window process for facilitating cooperation between the Parties in meeting the intentions of various provisions of the Agreement. This should be a high priority for the Parties. There are two objectives for establishing procedures through two bilateral discussions. The first deals with procedures for public works and infrastructure developments for Government and YFNs. The second relates to planning for public finance for Governments and YFNs. While related, they should be addressed separately.
2. There shall be two separate processes -- one for Yukon and one for Canada.

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**PROJECT:** Annual review of Yukon Economic Strategy

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.

**REFERENCED CLAUSES:** 22.7.2;  
Cross reference 22.2.2

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

**Planning Assumption**

1. The requirements of this clause shall be a criterion in the normal process of arranging the annual review of the Yukon Economic Strategy.

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**PROJECT:** Development of plan re: representative public service

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** Government shall develop and implement a plan which will include measures designed to attain the goals of:

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

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.

Government shall Consult with the First Nation of Nacho Nyak Dun in developing the plan.

The plan shall be prepared within two years of the Effective Date of this Agreement.

The plan shall provide for periodic review.

The plan may provide for:

training;

public information;

counselling;

work place support;

targeted recruiting;

the designation of positions to be held by aboriginal people;

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preferences in hiring;

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

such other measures as may reasonably contribute to achieving the goal of a representative public service.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 1.1, 1.2, 1.3, 1.5, 1.6;  
Cross reference 22.4.1, 22.42

Responsibility	Activities	Timing
Canada, Yukon	Initiate and develop a proposal for a plan designed to attain the above stated goals, including matters involving job descriptions and commencing with the issues within NNDFN Traditional Territory.	After effective date
	Notify NNDFN of intention to develop plan, provide details of proposal and arrange for meeting of Parties.	
NNDFN, Canada, Yukon	Discuss proposal for plan and develop outline of plan.	At scheduled meeting
Canada, Yukon	Develop the plan incorporating views of NNDFN wherever practicable.	After meeting with NNDFN



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Canada, Yukon	Send proposed plan to NNDFN and ask for response.	After completion of plan
NNDFN	Prepare and present its views.	Within a reasonable period of time
Canada, Yukon	Complete the plan, making changes, wherever practicable, based on NNDFN response.	Within two years of Effective Date

**Planning Assumptions**

1. In developing the plan, the Parties shall consider Chapter 22, Schedule A, Part I, 1.7.1 and 1.7.2.
2. It is understood that NNDFN primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on the NNDFN Traditional Territory.
3. Both Governments will be undertaking their own plans, with appropriate coordination between the two Governments.

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<b>PROJECT:</b>	Consolidation of plan re: representative public service.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	NNDFN
<b>OBLIGATIONS ADDRESSED:</b>	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.
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part I, 1.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Notify NNDFN of desire to consolidate the plan with other plans. Provide details and request comments.	If Government proposes to consolidate
NNDFN	Prepare and present views, including comments on potential adverse effects.	Within a reasonable time period
Canada, Yukon	Provide full and fair consideration to views presented by NNDFN.  At discretion and if there is agreement that there are no adverse effects to NNDFN, consolidate the plans.	

**Planning Assumption**

1. This activity may be initiated at the request of NNDFN.

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**PROJECT:** Review of public service job descriptions

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government shall review job descriptions and other requirements for public service positions to ensure that:

implicit or explicit cultural bias is eliminated in the hiring and promotional process; and

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.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 1.7;  
Cross reference Chapter 22 Schedule A Part I 1.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Review job descriptions in the public service for employees in the Yukon.	After Effective Date
Canada, Yukon	Make available to NNDFN the conclusions of the review, including information with respect to the approach followed in making any changes to job descriptions or other requirements for public service positions.	At request of NNDFN

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**Planning Assumptions**

1. It is anticipated that when reviewing job descriptions Government will consider relevant information gathered during the development of the plan under Chapter 22, Schedule A, Part I, 1.1.

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**PROJECT:** Negotiation of a Project agreement

**RESPONSIBLE PARTY:** Yukon, NNDFN, Project developer

**PARTICIPANT/LIAISON:** Canada

**OBLIGATIONS ADDRESSED:** 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 Yukon Development Assessment Board, 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.

Project agreements referred to in 2.2 may include:

employment opportunities for Nacho Nyak Dun;

business opportunities for the First Nation of Nacho Nyak Dun or for Nacho Nyak Dun, including contracts and the provision of goods and services;

investment opportunities for the First Nation of Nacho Nyak Dun including equity purchase; and

other measures to mitigate negative socio-economic effects of the Project on the First Nation Nacho Nyak Dun or Nacho Nyak Dun.

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.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 2.2, 2.3, 2.4;  
Cross reference Chapter 12, 12.3.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	At discretion of Yukon Minister, where Yukon has jurisdiction to issue a Decision Document reviewed by a panel of Yukon Development Assessment Board, include a provision in Decision Document to require NNDFN, Yukon and developer to negotiate a Project agreement.	Until Jan. 1, 2016
Yukon, NNDFN, Project developer	Negotiate Project agreement.	If required by Decision Document
Canada, Yukon, NNDFN	Enter agreement to extend period of application of 2.2.	If agreed by Parties to NNDFN

**Planning Assumptions**

1. The Yukon, Canada and CYI shall make best efforts to consider the inclusion of this provision in interim measures developed under Development Assessment Process.
2. In developing government information or forms to be provided to prospective developers, Government will consider including information that encourages developers to discuss their projects with NNDFN during the initial planning stages and prior to any reviews by a panel of the Yukon Development Assessment Board.

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- PROJECT:** Preparation of a regional economic development plan
- RESPONSIBLE PARTY:** Canada, Yukon, NNDFN
- PARTICIPANT/LIAISON:** Village of Mayo, commercial and industrial interests, other residents
- OBLIGATIONS ADDRESSED:** 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.
- 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.
- The regional economic development plan shall:
- examine the state of the economy in the Traditional Territory of the First Nation of the Nacho Nyak Dun;
  - 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;
  - recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - recommend priorities for economic development in the Traditional Territory of the First Nation of Nacho Nyak Dun;

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- 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;
  - recommend measures to integrate the regional economic development plan with the overall Yukon economy strategy;
  - recommend actions which Government and the First Nation of Nacho Nyak Dun should take to implement the regional economic development plan;
  - 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;
  - provide for periodic review and evaluation of the regional economic development plan; and
  - recommend a process of amendment for the regional economic development plan.
- 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.
- Nothing in the regional economic development plan shall be construed to:
- 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

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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.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 3.1, 3.2, 3.3, 3.4, 3.5;  
Cross references 22.3.1, Chapter 22 Schedule A Part I 4.1 and 4.2

Responsibility	Activities	Timing
Canada, Yukon, NNDFN	<p>Undertake preparation of a regional economic development plan for the Traditional Territory of NNDFN:</p> <ul style="list-style-type: none"> <li>- review the plan developed pursuant to 22.3.1 to determine how it may be integrated with the regional economic development plan;</li> <li>- identify priority sectors of the economy to be the subject of the plan, including ongoing re-prioritizing for sectors yet to be planned;</li> <li>- develop planning methodology and a process for involving Village of Mayo, existing commercial and industrial interests, and other residents of the NNDFN Traditional</li> </ul>	<p>No later than one year after Effective Date and following completion of plan under 22.3.1</p>

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Territory in the development of the plan; and

- prepare the plan, including recommended actions for implementation, and provisions for review and amendment pursuant to 3.9 and 3.10.

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**PROJECT:** Negotiation of economic development agreements

**RESPONSIBLE PARTY:** Canada, Yukon, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government may enter into economic development agreements with the First Nation of Nacho Nyak Dun which provide:

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;

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

for measures to implement recommendations of the regional economic development plan.

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.

Economic development agreements referred to in 4.1 :

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

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

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may provide for a financial contribution by Government for the purpose of the agreement.

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.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 4.1, 4.2, 4.3, 4.4; Cross reference 22.6.6, Chapter 22 Schedule A Part I 3.0.

Responsibility	Activities	Timing
Canada, Yukon, NNDFN	At discretion of any Party, initiate request to negotiate economic development agreement(s) with NNDFN.	After Effective Date
Canada, Yukon, NNDFN	Assess need to negotiate economic development agreement(s).	
Parties	Respond to request to enter negotiations.	Within a reasonable period of time
Canada, Yukon, NNDFN	Negotiate economic development agreement(s).	If Parties agree
Canada, Yukon, NNDFN	Consider the regional economic development plan, if completed, and any other relevant information.	When negotiating an economic development agreement(s)

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NNDFN

Nominate no less than one third of the members of any joint planning, management, advisory or decision making body.

If established pursuant to an economic development agreement(s)

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**PROJECT:** Negotiation of terms and conditions for acquiring interest in a Project

**RESPONSIBLE PARTY:** NNDFN, Proponent

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

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.

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.

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.

The Proponent shall, as soon as practicable:

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

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give notice to the First Nation of Nacho Nyak Dun of receipt of all regulatory approvals required to start construction of a Project.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 5.2, 5.4, 5.5, 5.6, 5.7; Cross reference Chapter 22 Schedule A Part I 5.1, 5.3, 5.8, 5.11, 22.6.6

Responsibility	Activities	Timing
Proponent	Communicate to NNDFN about any proposed projects within NNDFN Traditional Territory.	Annually and preferably at least six months prior to offering an option to NNDFN
Proponent	Provide general information with respect to proposed projects.	At request of NNDFN and within a reasonable period of time after request
Proponent	Provide notice to NNDFN of completion of all studies and investigations into the feasibility of a Project.	As soon as practicable
Proponent	Make studies available to NNDFN.	At request of NNDFN
Proponent	Provide notice to NNDFN of receipt of all regulatory approvals.	As soon as practicable after receipt of regulatory approvals
NNDFN, Proponent	Enter into negotiations re: terms and conditions of acquiring an interest in the Project.	After Proponent provides above notice, and after request by NNDFN

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Proponent

Provide to NNDFN a written offer setting out terms and conditions for acquiring an interest in the Project pursuant to 5.2.

If Parties have not agreed on terms and conditions and at least 270 days after notice given under 5.7.2

**Planning Assumption**

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



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**PROJECT:** Offer to purchase NNDFN interest in a Project

**RESPONSIBLE PARTY:** NNDFN

**PARTICIPANT/LIAISON:** Proponent

**OBLIGATIONS ADDRESSED:** 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.

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.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 5.9, 5.10;  
Cross reference 22.6.6

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Unless otherwise agreed by all the parties owning an interest: If ready and willing to accept an offer to purchase NNDFN interest, communicate terms of offer to the Proponent.	Upon receipt of a bona fide offer to purchase its interest

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Proponent	Advise NNDFN in writing of Proponent's intention to exercise its first right to purchase, if Proponent decides to exercise right.	Within 30 days after receipt of notice re: offer
Proponent	Complete purchase of said interest or portion.	If Proponent decides to purchase, within 100 days after giving notice of intention to buy the NNDFN interest

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**PROJECT:** Inclusion of criteria for special aboriginal or local knowledge

**PROJECT MANAGER:** Boards in 2.12.1, Designated Office (12.2.0)

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

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.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 6.1, 6.2;  
Cross reference Implementation Plan, Annex B, Part I, Board Services and Facilities

Responsibility	Activities	Timing
Boards listed in 2.12.2, Designated Office under 12.2.0	Consider the inclusion of criteria for special aboriginal or local knowledge.	When establishing specifications for contract opportunities and job descriptions

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**PROJECT:** Negotiations to give effect to Chapter 22

**PROJECT MANAGER:** Canada, Yukon, NNDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

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.

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.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 7.1, 7.2, 7.3

Responsibility	Activities	Timing
Canada, NNDFN, Yukon	At discretion of parties, agree to meet to discuss negotiation of agreements pursuant to this clause.	As agreed

**Planning Assumption**

1. Any agreements negotiated under this clause shall consider any existing sharing relationships between Yukon First Nations.

- PROJECT:** Right to acquire new commercial freshwater fishing permits or licences
- RESPONSIBLE PARTY:** Yukon
- PARTICIPANT/LIAISON:** NNDFN
- OBLIGATIONS ADDRESSED:** 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 commercial freshwater fish quota in the Traditional Territory of the First Nation of Nacho Nyak Dun .

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.

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.

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.

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.

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

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provisions which licence or permit the First Nation of Nacho Nyak Dun has sold or assigned.

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.

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.

**REFERENCED CLAUSES:**

Chapter 22 Schedule A Part II 1.1, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11;  
Cross reference 16.5.4, Chapter 22 Schedule A Part II 4.1

Responsibility	Activities	Timing
Yukon	Communicate with NNDFN if Yukon is considering issuing new commercial freshwater fishing permits or licences in the NNDFN Traditional Territory.	Prior to making decision about issuing new licences
NNDFN	At discretion, consider issue and provide comments to Yukon.	Within a reasonable period of time

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Yukon	Notify NNDFN of decision and offer licence or permit to NNDFN.	Upon decision to issue new commercial freshwater fishing permits or licences until NNDFN or NNDFN firms have been allocated 25% of quota or until Jan. 1, 2016, unless otherwise agreed
NNDFN	At discretion, respond to offer.	Within one year of offer of licence or permit
Yukon	Issue licence or permit.	If NNDFN applies and satisfies requirements
Yukon	Provide information re: allocations of commercial freshwater fish licences or permits, and on the associated commercial freshwater fish quotas, in the NNDFN Traditional Territory.	Upon request of NNDFN

**Planning Assumption**

1. A commercial freshwater fish quota is established whenever commercial freshwater fishing permits or licences are issued in an area or for a particular lake.

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**PROJECT:** Right to acquire new licences or permits in the commercial wilderness adventure travel industry.

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** 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:

in the first year that Government establishes a quota, Government shall offer to the First Nation of Nacho Nyak Dun in its Traditional Territory:

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

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

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.

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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.

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.

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.

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.

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.

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.

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.

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**REFERENCED CLAUSES:** Chapter 22 Schedule A Part II 2.1, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11;  
Cross reference Chapter 22 Schedule A Part II 4.1, 4.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Following Consultation required in Chapter 22, Schedule A, Part II, 4.1, notify NNDFN of decision to establish quota and offer licence or permit pursuant to 2.1.1.	In the first year that Government establishes a quota
Government	Offer any new licence or permit issued by Government.	In second year of establishing quota and each year thereafter, until NNDFN or NNDFN firms have been allocated 25% of the quota or until Jan. 1, 2016, unless otherwise agreed
NNDFN	Respond to offer.	Within one year of offer of licence or permit and at discretion of NNDFN
Government	Issue licence or permit.	If NNDFN applies and satisfies requirements

**Planning Assumption**

1. A definition of existing wilderness adventure travel operators will be established in consultation with Yukon First Nations and the wilderness adventure travel industry, prior to establishing a quota for a sector of the commercial wilderness travel industry.

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

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** 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:

in the first year that Government establishes a quota, Government shall offer to the First Nation of Nacho Nyak Dun:

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

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

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.

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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.

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.

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.

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.

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.

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.

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.

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**REFERENCED CLAUSES:** Chapter 22 Schedule A Part II 3.1, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11;  
Cross reference 16.5.4, Chapter 22 Schedule A Part II 4.1, 4.3

Responsibility	Activities	Timing
Yukon	Following Consultation required in Chapter 22, Schedule A Part II, 4.1, notify NNDFN of decision to establish quota and offer licence or permit pursuant to 3.1.1.	In the first year that Yukon establishes a quota
Yukon	Offer any new licence or permit issued by Yukon.	In the second year of establishing quota and each year thereafter until NNDFN or Nacho Nyak Dun firms have been allocated 25% of the quota or until Jan. 1, 2016 unless otherwise agreed
NNDFN	At discretion, respond to offer.	Within one year of offer of licence or permit
Yukon	Issue licence or permit.	If NNDFN applies and satisfies requirements

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**PROJECT:** Establishment of limits and/or terms and conditions applicable to the commercial wilderness adventure travel industry and for commercial freshwater sports fishing.

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** 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 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 Traditional Territory of the First Nation of Nacho Nyak Dun.

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:

the number of existing operators in the sector for which a quota or other limit is being considered;

the capacity of that sector to accommodate additional operators, including the First Nation of Nacho Nyak Dun and Nacho Nyak Dun Firms;

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;

the objectives of this chapter; and

such other matters as the parties may agree.

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**REFERENCED CLAUSES:** Chapter 22 Schedule A Part II 4.1;  
Cross reference 16.6.9, 16.6.10.10, Chapter 22 Schedule A Part I 3.0, 4.0, Chapter 22 Schedule A Part II 4.3, 4.4

Responsibility	Activities	Timing
Yukon	Notify NNDFN when Yukon is considering imposing a limit on number of permits and licences, and of any terms and conditions applicable to such licences or permits. Provide details to NNDFN.	Prior to making a decision to impose a limit, or to apply terms and conditions to licences or permits
NNDFN	Prepare and present views on proposed limit, proposed terms and conditions and factors listed in 4.1.	Within a reasonable period of time after notification by Government
Yukon	Provide full and fair consideration of views presented.	
Yukon	Make decision whether to impose limits and/or terms and conditions, and consider factors in 4.1.	After consultation with NNDFN
Yukon	Communicate decision to NNDFN.	



**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**Planning Assumptions**

1. In addition to recommendations pursuant to Chapter 22, Schedule A, Part II, 4.3, Yukon may consider imposing a limit pursuant to this clause as a result of any recommendations in the regional economic development plan, economic development agreements, and from the Mayo District Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.
2. When Consulting with NNDFN, Yukon shall consider sharing arrangements between NNDFN and other Yukon First Nations.

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- PROJECT:** Joint ventures or other arrangements re: use of a permit or licence for commercial freshwater fishing, commercial wilderness adventure travel or commercial freshwater sports fishing.
- RESPONSIBLE PARTY:** NNDFN
- PARTICIPANT/LIAISON:** Yukon
- OBLIGATIONS ADDRESSED:** 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.
- REFERENCED CLAUSES:** Chapter 22 Schedule A Part II 4.2;  
Cross reference Chapter 22 Schedule A Part II 4.7, 4.9

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Enter into joint ventures or other arrangements.	At discretion of NNDFN

**Planning Assumption**

1. Any requirement for notification of Government by NNDFN be addressed in the licence or permit requirements.

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**PROJECT:** Recommendations re: establishment of requirements for licences or permits or offer of new licences or permits for the commercial wilderness adventure travel industry and for commercial freshwater sports fishing.

**RESPONSIBLE PARTY:** NNDFN, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** 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.

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.

**REFERENCED CLAUSES:** Chapter 22, Schedule A Part II, 4.3, 4.4;  
Cross reference Chapter 22 Schedule A Part I 3.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Provide written recommendations to the Minister on the establishment of requirements for licences or permits or offer of new licences or permits.	At discretion of NNDFN

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Yukon

Respond in writing to NNDFN, giving reasons re: any decision made pursuant to Consultations in Chapter 22, Schedule A Part II, 4.1 and 4.1.1.

Within 90 days after receipt of written recommendations

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**PROJECT:** Right to acquire outfitting concessions.

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** 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 First Nation of Nacho Nyak Dun after the Effective Date of this Agreement.

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.

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.

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.

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.

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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 period of the application of that provision.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part II 5.1, 5.2, 5.3;  
Cross reference 16.5.4

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Communicate with NNDFN if Yukon is considering the establishment of a new outfitting concession.	Prior to making decision about issuing new concession
NNDFN	At discretion, consider issue and provide comments to Yukon.	Within a reasonable period of time
Yukon	Give notice in writing to NNDFN of the establishment of a concession and of the terms and conditions.	Upon establishing a new outfitting concession in the NNDFN Traditional Territory, or until Jan. 1, 2016 unless otherwise agreed
NNDFN	Respond to offer in writing.	Within 90 days of receipt of notice from Yukon and at discretion of NNDFN
Yukon	Issue outfitting concession.	If NNDFN applies and meets the terms and conditions

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Calculation of Resource Royalty payments

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** In the event that Canada transfers to the Yukon the authority to receive or to levy and collect royalties in respect of the production of a Resource, the following arrangements shall apply:

the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,

- (a) 50 percent of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation royalty, in respect of that year, and
- (b) 10 percent of any additional amount by which the Crown royalty exceeds the Yukon First Nation Royalty in respect of that year.

Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.

The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.

The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.

In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.

**REFERENCED CLAUSES:** 23.2.1, 23.2.2, 23.2.4, 23.2.5, 23.2.6;  
Cross reference 23.1.0, 23.2.8

Responsibility	Activities	Timing
NNDFN	Provide information to Yukon with respect to the production amount on which a Royalty has been paid on Category A Settlement Land and the reasonable costs of collection of NNDFN Royalty.	Annually, after devolution of authority to Yukon to receive or to levy and collect royalties in respect of the production of a Resource
Yukon, NNDFN	Review proposals for calculations of the amount payable as set out in 23.2.1.1, 23.2.2 and 23.2.4.	Annually
Yukon	Pay amount due to NNDFN and include information re: basis for calculation.	Annually, following first activity
Yukon	If there has been an overpayment or under payment to a NNDFN, adjust payment in following year.	Annually

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**Planning Assumption**

1. "All Yukon Indian People" for the purpose of the calculation required in clause 23.2.2 refers to the total number of Yukon Indian People whose names appear on the official enrollment list published prior to the date the payments are due.
2. Canadian average per capita income for any given year will be that published by Statistics Canada for the year preceding the year in which the royalty payments are paid.

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**PROJECT:** Granting of fee simple interest within a NNDFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.

**REFERENCED CLAUSES:** 23.2.3;  
Cross reference 23.1.0

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Responsibility	Activities	Timing
Yukon	Notify NNDFN of application for fee simple interest in any Resource within the NNDFN Traditional Territory. Provide details.	Upon receipt of application for a fee simple interest in any Resource
NNDFN	Prepare and present views.	Within reasonable time period
Yukon	Provide full and fair consideration to views presented.	

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**PROJECT:** Changes to fiscal regime

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN, other YFNs

**OBLIGATIONS ADDRESSED:** While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.

**REFERENCED CLAUSES:** 23.2.7

Responsibility	Activities	Timing
Yukon	Notify Yukon First Nations of proposal to make changes to the fiscal regime which would change the Crown Royalty regime. Provide details.	Within a reasonable period of time in advance, when proposing a change
NNDFN	Prepare and present views.	Within reasonable time period
Yukon	Provide full and fair consideration to views presented.	Prior to making amendments to fiscal regime
Yukon	Amend fiscal regime and notify Yukon First Nations of change. Amend payments under 23.2.1.1.	As required by change

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**PROJECT:** Implementation of the Gwich'in Transboundary Agreement by Government

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government shall each, within its jurisdiction, implement the provisions of the Gwich'in Transboundary Agreement which are applicable to it.

**REFERENCED CLAUSES:** 25.6.4

Responsibility	Activities	Timing
Canada	Implement the provisions of the Gwich'in Transboundary Agreement for which it is responsible pursuant to the Agreement and the associated implementation plan.	After the Effective Date
Yukon	Implement the provisions of the Gwich'in Transboundary Agreement for which it is responsible pursuant to the Agreement and the associated implementation plan.	After the Effective Date

**FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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**PROJECT:** Survey of right-of-way on parcel C-14FS

**RESPONSIBLE PARTY:** NNDFN, Canada

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** not including:

- a thirty metre right-of-way for a road from the easterly boundary of the Parcel to Lot 31, Group 1004, Plan 53871 CLSR, 19409 LTO and shown approximately on the Reference Plan of Mayo;

(1) The First Nation of Nacho Nyak Dun agrees to complete a survey of this right-of-way within two years from the Effective Date of this Agreement.

(2) If the plan of the survey is not confirmed after two years, Government shall survey the road and the First Nation of Nacho Nyak Dun shall reimburse Government for the cost of the survey.

**REFERENCED CLAUSES:** Appendix A - Description of Settlement Land, C-14FS, (1) and (2)

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
NNDFN	Survey right-of-way as identified above.	Within two years of the Effective Date
Government	Survey road and forward notice of cost of survey to NNDFN.	If plan of survey not confirmed within two years of Effective Date
NNDFN	Pay survey costs as billed.	If Government carries out survey after expiration of two year period identified in (1)

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**PROJECT:** Closure of all or any portion of a Realigned Roadway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** NNDFN

**OBLIGATIONS ADDRESSED:** Government may, following Consultation with the First Nation of Nacho Nyak Dun, close all or any portion of a Realigned Roadway, in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be.

**REFERENCED CLAUSES:** Appendix A - Description of Settlement Land, 3.2.9

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify and provide details to NNDFN of proposal to close all or any portion of a Realigned Roadway.	As required
NNDFN	Prepare and present views.	Within a reasonable period of time
Yukon	Provide full and fair consideration to views presented.	Notify NNDFN of decision.

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ANNEX B  
COMMISSIONS, COUNCILS  
AND COMMITTEES

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**Application**

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This Annex applies as provided herein to the:

Mayo District Renewable Resources Council

Regional Land Use Planning Commission

Settlement Land Committee

hereinafter called the "Boards".

**Contents**

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This Annex has five parts:

- Part I - General Provisions
- Part 2 - Board Training and Cross-Cultural Orientation and Education
- Part 3 - Arrangements for the Provision of Aboriginal Language Services to the Boards
- Part 4 - Board Mandates and Activities

Part 5 - Board Budgets and Related Arrangements.

These parts, as they apply, are to be read together. Their provisions reflect the agreement of the Parties with respect to the establishment and operation of the Boards, and the related arrangements and activities which the Parties expect to perform in those connections.



**Part 1**

**General Provisions**

**Initial Nominations and Appointments  
Renewable Resources Council**

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Each Party has a right to nominate Board members as provided by the UFA in paragraph 2.12.2 and in respect of each Board.

The process of nomination and appointment will require each Party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating Party.

To establish the initial complement of Board members, each Party should commence its procedures to identify prospective nominees upon ratification of the UFA by all Parties. The Minister will request nominations pursuant to UFA 2.12.2.2 as soon as practicable after the date of signing by all Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (UFA 2.12.2.11), shall be forwarded to the Minister within the time provided by 2.12.2.2. The Minister will appoint the nominees in sufficient time for the Boards to be in place as indicated in Part 4 of this Annex.

In order to facilitate these procedures, each Party should confirm with its proposed nominees their readiness to serve, prior to submitting its nominations to the Minister. If a nominee declines an appointment, the Minister and the nominating Party should take steps as soon as practicable to ensure that another nominee is identified and appointed.

**Initial Nominations and Appointments  
Regional Land Use Planning Commission and  
Settlement Land Committee**

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The initial nominations and appointments for the Regional Land Use Planning Commission and Settlement Land Committee will be made as provided in Part 4 of this Annex B.

**On-Going Process for Nominations and Appointments -- Mayo District Renewable  
Resources Council and Regional Land Use Planning Commission**

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**1. Replacement of Board Members**

Upon termination of the initial appointments, the Parties should follow the procedures outlined in UFA 2.12.2.2 to 2.12.2.4 and above, in respect of the initial appointments, to ensure that repeat or replacement nominations and appointments take effect in a timely manner. The Parties should use all best efforts to avoid vacancies arising on the Boards due to failures in the process of nomination and appointment.

If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of UFA 2.12.2.11

**2. Removal for Cause**

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that discretion on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating Party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for removal of a member pursuant to UFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating Parties and the Minister forthwith upon the adoption thereof by the Board.

### 3. Resignation of a Member

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board, and that the Board forthwith advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable.

### Organization of the Board

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For its effective working, the Renewable Resources Council and Regional Land Use Planning Commission, within the first 60 days after it is established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete necessary arrangements.

At its initial meeting or as soon as practicable thereafter, each Board should address:

- (a) the selection or nomination of a Chair and/or Vice-Chair, as the UFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to UFA 2.12.2.7 and 2.12.2.10;
- (c) the Board budget and the completion of related financial arrangements;
- (d) any organizational and policy matters, and arrangements with respect to support services and facilities required, for the discharge of its mandate under the UFA; and
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

### Board Services and Facilities

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It is expected that the Renewable Resources Council and Regional Land Use Planning Commission will arrange for the support services and facilities they require. The Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations and the specific provisions of the First Nation of Nacho Nyak Dun Final Agreement.

**Part 2**

**Board Training and  
Cross-Cultural Orientation and Education**

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This Part applies to the Mayo District Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

For the purposes of UFA 2.12.2.9, 28.3.5, 28.3.7 and the Settlement Land Committee, Board training should include:

1. training in Board procedures and functions;
2. training directed to improve Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the UFA; and
4. cross-cultural orientation and education.

Each aspect will involve different considerations.

**1. Board procedures and functions**

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The appropriate time for the different aspects of this training to occur may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefit of the replacement nominees. The initial Board's need for and success with training should be considered by subsequent members when assessing their needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as and when it so requires.

To ensure that appropriate training is available to the Boards, the Training Policy Committee, in consultations with the Boards, should develop the design and delivery of such training as the Boards may require of request. It is recommended that consideration be given to training in internal procedures and rules by way of a two or three day workshop to be held in Whitehorse. This workshop should be attended by the Chair and at least one other member of each policy Board.

Training in other topics may best occur in a small-group setting with each Board individually. Generally, the training program ought to be completed within the first 3 to 6 months after the effective date.

The Training Policy Committee should choose the facilitator or facilitators for the training program and develop the detailed curriculum in consultation with both the facilitator(s) and the Board Chairs. The suitability of training programs available through existing agencies, educational institutions or private contractors should be considered by the committee in the discharge of its task.

**2. Training related to Board Mandate**

Each Board should assess and take the steps necessary, including budget provisions, to address the needs of its members for training which will enable them to improve their ability to carry out their responsibilities in the field or fields within the Board's mandate. It is recommended that this occur as soon as practicable in the first year of each Board's term and at least annually thereafter. The specific program or initiatives to be taken in this area should be left to each Board to decide and arrange as it may require.

**3. Familiarization with the UFA**

All Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the UFA. All Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in UFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the UFA, Yukon First Nation Final Agreements and implementation plans. This information program should be carried out in a co-operative, co-ordinated way. It should be completed within the first 90 days after the establishment of the Board, and repeated as necessary during the term of the Board or upon the expiry of the initial Board appointments.

Each Party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

**4. Cross-Cultural Orientation and Education**

On-going cross-cultural awareness and sensitivity will be important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will have reference to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together for the purposes of their mandate.

The Training Policy Committee should ensure that a suitable program of cross-cultural orientation and education is available to the Boards as the Boards may require or request. In consultation with the Boards, the Training Policy Committee should establish the design and delivery of the program and determine the appropriate facilitators, format and timing. In doing so, the Committee also should consider the suitability of existing services available in Yukon. It is expected, however, that no generic or presently existing program will prove entirely suitable - that is, that the needs of the Boards are unique.

**Part 3**

**Aboriginal Language Services**

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This Part applies to the Mayo District Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

**Part 4**

**Board Mandates and Activities**

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The following provisions address the mandate and expected activities, and relevant specific arrangements, in respect of each of the Boards.

**MAYO DISTRICT RENEWABLE RESOURCE COUNCIL**

**Mandate**

In the First Nation of Nacho Nyak Dun Traditional Territory, the Mayo District Renewable Resources Council shall be established as of the effective date of Settlement Legislation, as a primary instrument for local renewable resources management in the Traditional Territory as set out in the NNDFFA 16.6.1, 16.6.1.1.

The Mayo District Renewable Resources Council acting in the public interest may make recommendations to the Minister, the First Nation of Nacho Nyak Dun, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (NNDFFA 16.6.9).

The Mayo District Renewable Resources Council may make recommendations pursuant to First Nation of Nacho Nyak Dun Final Agreement 16.6.10.

The Mayo District Renewable Resources Council may meet in Fort McPherson when considering matters respecting the Primary Use Area (NNDFFA 16.6.1.2).

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 (NNDFFA 16.6.9.1).

The Mayo District Renewable Resources Council may make recommendations to both the First Nation of Nacho Nyak Dun and the Gwich'in Tribal Council (First Nation of Nacho Nyak Dun Final Agreement 16.6.9.2).

The Mayo District Renewable Resources Council may make recommendations to the Minister and the First Nation with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within the Traditional Territory, including:

the coordination of Forest Resources Management throughout the Yukon and in the Traditional Territory;

the need for, and the content and timing of, Forest Resources inventories and management plans;

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the policies, programs and Legislation which affect Forest Resources;

proposals for Forest Resources research;

forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;

the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;

employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;

measures for the control of forest pests and diseases; and

other matters relating to the protection and management of Forest Resources (17.4.0).

**Organizational Structure**

The Mayo District Renewable Resources Council shall be comprised of six members and shall be established as of the Effective Date of Final Agreement (NN DFA 16.6.2).

The Minister of Renewable Resources shall nominate three persons to the Mayo District Renewable Resources Council (NN DFA 16.6.2).

The First Nation of Nacho Nyak Dun shall nominate three persons to the Mayo District Renewable Resources Council (Yukon First Nation Final Agreement 16.6.2).

The Minister and the First Nation of Nacho Nyak Dun may each nominate one additional member as an alternate member to the Council (NN DFA 16.6.2.1).

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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 (NN DFA 16.6.2.4).

The Tetlit Gwich'in shall Consult with the First Nation of Nacho Nyak Dun prior to making its nominations to the Mayo District Renewable Resources Council (NN DFA 16.6.2.5).

The Minister of Renewable Resources shall appoint the nominees to the Mayo District Renewable Resources Council (NN DFA 2.12.2.3, 2.12.2.4).

Mayo District Renewable Resources Council members shall be resident within the First Nation of Nacho Nyak Dun Traditional Territory (NN DFA 16.6.4).

With the consent of the Minister of Renewable Resources and the First Nation of Nacho Nyak Dun, the Mayo District Renewable Resources Council may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (NN DFA 16.6.12).

One third of the initial appointments to the Mayo District Renewable Resources Council shall be for three years, one third for four years, and one third for five years (NN DFA 16.6.5).

After the initial appointments, all appointments shall be for a five year term (NN DFA 16.6.5).

All appointments to the Mayo District Renewable Resources Council shall be during good behaviour (NN DFA 16.6.5).

**Operations**

The Mayo District Renewable Resources Council shall determine its own procedures for selecting its chairperson from its membership (NN DFA 16.6.3).

The Minister of Renewable Resources shall appoint the chairperson selected by the Mayo District Renewable Resources Council (NN DFA 16.6.3).

In the event that the Mayo District Renewable Resources Council fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Mayo District Renewable Resources Council

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after Consultation with the Mayo District Renewable Resources Council (First Nation of Nacho Nyak Dun Final Agreement 16.6.3.1).

The Mayo District Renewable Resources Council shall make provisions for public involvement in the development of its decision and its recommendations (First Nation of Nacho Nyak Dun Final Agreement 16.6.6).

The Mayo District Renewable Resources Council shall prepare an annual budget, subject to review and approval by Government, pursuant to First Nation of Nacho Nyak Dun Final Agreement 16.6.7. The budget shall be in accordance with Government guidelines (First Nation of Nacho Nyak Dun Final Agreement 16.6.7).

**Activities**

The Mayo District Renewable Resources Council shall undertake activities as may be found in:

Chapter 10, in particular clauses 10.5.5 and 10.3.3, Schedule B including 4.0,

Chapter 13, Schedule B including 2.2, 3.1, 3.2, 3.7

Chapter 16, in particular 16.3.14.1, 16.5.1.4, 16.5.1.10, 16.5.1.12, 16.5.1.15, 16.6.0 (16.6.1 to 16.6.17 inclusive), 16.7.12.7, 16.7.12.8, 16.7.12.9, 16.7.12.10, 16.7.14, 16.7.15, 16.7.17.12(d), 16.8.0 (16.8.1 to 16.8.14 inclusive), 16.9.1.3 (b) (i) (c), 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.1, 16.11.2, 16.11.3.4, 16.11.10.0, 16.13.2 and

Chapter 17, in particular clauses 17.2.2 and 17.4.0 (17.4.1 to 17.4.5 inclusive), 17.5.4.1.

Further information concerning activities associated with the Mayo District Renewable Resources Council can be found in First Nation of Nacho Nyak Dun Final Agreement Annex A for the referenced clauses including but not limited to:

10.3.3, 10.5.5, 10 Sched. B 4.1, 10 Sched B 4.9, 10 Sched. B 4.10, 10 Sched. B 4.11  
13 Sched. B 2.1,3.1,3.7

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16.6.2.1, 16.6.2.4, 16.6.7, 16.6.15, 16.8.4, 16.8.12, 16.8.14, 16.9.1.3 (a), 16.9.1.3 (b), 16.9.16, 16.11.3.1, 16.11.3.1, 16.11.9.1, 16.11.10.5, 16.13.2, 17.2.2, 17.5.1, 17.5.4.1.

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BUDGET AND FINANCIAL PROJECTION  
MAYO DISTRICT RENEWABLE RESOURCES COUNCIL

YEAR 1 BUDGET

Honoraria:

Members	\$15,000.00
Chair	\$ 5,250.00

Board:

Travel and accommodation	\$ 7,000.00
Training	\$ 5,000.00
Public hearings	\$ 3,150.00
Information	\$ 1,800.00
FWMB meeting	\$ 3,000.00
Professional services	\$10,000.00
Clerical	\$14,000.00
Office:	
- phone/fax	\$ 2,000.00
- photocopy	\$ 2,000.00
- equipment/materials	\$ 6,800.00
<b>TOTAL</b>	<u>\$75,000.00</u>

MULTI-YEAR FORECAST

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$75,000.00	\$75,000.00	\$75,000.00

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SETTLEMENT LAND COMMITTEE

**Mandate and Activities**

Each Settlement Land Committee ("The Committee") shall be responsible for:

- the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
- determining priorities for the survey of all Settlement Land;
- indication to the Surveyor General of portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of the Nacho Nyak Dun and the public;
- receiving requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;
- determining whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate.

**Guidelines**

- Interim use of Site Specific Settlement Land;
- a report of "...requests relating to the use and enjoyment of Proposed Site Specific Settlement Land..." will be kept by the Committee;
- "...the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement..." will primarily be the responsibility of the NNDFN as the entire Proposed Site Specific Parcel will have been agreed to by all parties. The other members of the Committee will have only to ensure that the selected area is within the Proposed Site Specific Parcel and that it is adequately defined for survey purposes;



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- it is not intended that The Committee act as a substitute for "land use planners". The Committee will only be responsible for approving requests to "occupy" the land but will not be required to approve specific uses in the event that the land is developed;
- any other activities contained in the Nacho Nyak Dun First Nation Final Agreement.

**Organizational Structure**

A Committee shall be established no later than one month after the signing of the NNDFN. The NNDFN representatives to the Committee shall be appointed as follows:

Canada Representative

The Department of Indian Affairs and Northern Development will appoint one person to represent the Department when the Settlement Land being dealt with was formerly under Federal administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Department.

The position will be filled by the same person for the life of the individual Committee where possible.

Yukon Representative

Yukon will appoint one person to represent Yukon when the Settlement Land being dealt with was formerly under Yukon administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Yukon.

The position will be filled by the same person for the life of the individual Committee where possible.

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NNDFN Representatives

The NNDFN will appoint two persons to represent NNDFN, and its people, for all land selections negotiated by NNDFN.

The representatives will be experienced in land issues, including survey requirements.

The positions will be filled by the same persons for the life of the individual Committee, where possible.

Chair

The Chair for each Committee will be appointed by the Surveyor General for Canada. The Surveyor General may decide not to appoint the same person for all Committees.

The position of Chair will be filled by the same person for the life of the individual Committee where possible.

The Chair will be an experienced Canada Lands Surveyor with authority to speak on behalf of the Legal Surveys Division of Energy, Mines & Resources Canada (EMR).

EMR will employ to the extent possible local personnel to record and document all decisions made at meetings of the Committees.

**Operations**

The Settlement Land Committee will operate as follows:

Decision Making

All decisions will be made by consensus and in the event that a decision cannot be reached the problem will be referred to the Dispute Resolution process as described in section 26.3.0 of the UFA. The Chair will decide at what point there is an impasse on any particular decision.

Meetings

Meetings will be called by the Chair. Meetings will normally occur two to three times each year. Normally, there will be one meeting in the winter, to establish and review priorities, and one in the spring to review and approve survey reports and plans. Other meetings may occur as a result of requests arising from NNDFFA and NNDFN needs which have been related to the Chair. Meetings will be in the community of the NNDFN unless reasons arise that make it more practical to meet elsewhere. Regardless, all members of the Committee will be consulted regarding the proposed location. Funding has been provided by Canada to the NNDFN to enable its nominees to participate in the proceedings of the Committee. Meeting facilities will be provided by the NNDFN when the meetings are held in Mayo .

Chair Responsibilities

To ensure that each Committee is in place within the prescribed period of one month following the signing of a final agreement;

To hold the first meeting as soon as practicable, as the parties agree;

To ensure that detailed information regarding land selections which has been prepared by the negotiators is made available for all meetings;

To ensure that necessary support information is made available by the Government and NNDFN land administrators for all meetings;

To ensure that records of decisions for all meetings are recorded and distributed to participants;

To present (at the plan approval stage) the surveyor's report to the committee. NNDFN shall indicate the process by which NNDFN consent will be secured;

To make every effort to reduce the number of decisions which are forwarded to the Dispute Resolution Board; and

In collaboration with the Committee members, to alter guidelines and procedures to reflect the needs of the NNDFN.

Subject to any amendment of the Plan by the Parties, Canada shall pay to Nacho Nyak Dun \$35,715 as its share of the amount identified for Settlement Land Committees.

REGIONAL LAND USE PLANNING COMMISSION

**Mandate**

A Regional Land Use Planning Commission ("Commission") shall develop a regional land use plan ("Plan") and shall recommend the Plan to Government and the NNDFN for approval.

**Organizational Structure**

Canada, NNDFN and any other affected Yukon First Nations may agree to establish a Commission at any time after the Effective Date of the NNDFFA.

A Commission shall have no less than six (6) members. A Commission shall have the number of members as agreed by Government and the affected Yukon First Nation or as prescribed by the specific provisions of the affected Yukon First Nation Final Agreement.

Canada shall consult with Yukon prior to nominating its members, and Yukon First Nations shall nominate their members as soon as practicable after agreement to establish a Commission. The remaining nominations shall be selected in accordance with the specific provisions of the affected Yukon First Nation Final Agreement. Canada, Yukon and affected Yukon First Nations shall adhere to 11.4.3 when selecting nominees.

Appointments will be made by the Minister of Indian Affairs and Northern Development ("the Minister").

The members of the Commission may choose a Chairperson from amongst its members.

The provisions of 2.12.2. shall apply to a Commission.

**Operations**

A Commission shall prepare an annual budget, after Consultation with each affected Yukon First Nation and shall submit that budget to the Yukon Land Use Planning Council ("Council") (11.9.1). The Council shall review the budget and after Consultation with the Commission shall propose the budget to the Minister for the preparation of regional land use

plans. The budget approval process will respect the discretion for the allocation of funds available to the Commissions pursuant to Part 2 Schedule 1 of the UFA Implementation Plan. Canada shall pay the approved expenses of the Commission to the Council from the amounts described in Part 2 of Schedule 1, preferably by way of a multi year contribution agreement. The Council shall pay the approved expenses to the Commission preferably by way of a multi-year contribution agreement.

A Commission may establish a local office. Within the approved budget, a Commission may engage and contract technical or special experts for assistance and may establish a secretariat to assist it in carrying out its functions (11.4.5.1).

#### **Activities**

A Commission shall prepare and recommend a Plan to Government and the affected Yukon First Nation within a timeframe established by Government and the affected Yukon First Nation (11.4.4). In carrying out 11.4.4, a Commission shall undertake the activities described in 11.2.0, 11.4.5.3 to 11.4.5.9, 11.5.1, 11.6.1, 11.6.3, and 11.6.5.

A Commission may undertake the activities described in 11.4.5.1 and 11.4.5.10. A Commission may carry out activities associated with 11.4.5.10 with a reduced number of members.

The Commission shall convene a meeting as soon as practicable after the Commission is established.

#### **Part 5**

#### **Budget Procedures and Financial Arrangements**

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1. The recommended first annual budget and a multi-year financial forecast for the Mayo District Renewable Resources Council is attached to the relevant Board description in Part 4 of this Annex B.
2. It is understood that the allocation for the Mayo District Renewable Resources Council set out in Schedule I of this Plan is stated as 1992 constant dollars.
3. If the Minister requests the Mayo District Renewable Resources Council or Regional Land Use Planning Commission to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.

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ANNEX C  
INFORMATION STRATEGY

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GENERAL REQUIREMENTS

1. 28.3.2.4 specifies that an information strategy be included in the NNDFN Plan to enhance community and general public awareness of the Settlement Agreement and Implementation Plan.
2. In the development of this strategy for NNDFN, the following general guidelines were followed:
  - (a) To the extent possible, the NNDFN strategy will be consistent and will utilize information developed as part of the UFA strategy.
  - (b) Information distribution will be coordinated by the Parties. The Parties may agree to focus on specific information areas.
  - (c) Those areas of the agreements which require NNDFN to maintain public registers, publish reports, etc. are deemed to be covered in the Activity Plans of Annex A, and are not considered as part of this strategy.
  - (d) It was assumed that the various local boards and committees, described in Annex B, will carry on their own information program.

INTEGRATION WITH UFA STRATEGY

3. The NNDFN strategy shall concentrate on those areas of the NNDFN not anticipated to be covered by the UFA Information Strategy, and will rely on the UFA Information Strategy to convey all areas of the UFA and those generic clauses of the NNDFN which have broad public application.

4. NNDFN shall provide a representative to attend the community facilitator workshop contemplated by the UFA Information Strategy.
5. NNDFN shall utilize, as much as is practicable, the UFA Land Claim Briefing Book, and where possible develop inserts or additions to expand on NNDFN provisions. Government may be requested to assist with information in this process.
6. Where appropriate, NNDFN may develop material in conjunction with or in addition to the CYI inserts in the central newsletter, and/or may utilize CYI information and NNDFN information in local publications such as "The Stewart Valley Voice" or the JV Clark newsletter.

UTILIZATION OF RATIFICATION INFORMATION

7. Whenever possible, information developed as part of the NNDFN ratification process shall be utilized. This includes publications, audio tapes and videos.

GENERAL DIVISION OF RESPONSIBILITIES

8. The Government shall inform the general public with regard to the provisions of the NNDFN, SGA and specific areas set out in paragraph 13 through existing programs.
9. NNDFN shall assume primary responsibility for informing the local community in general, and NNDFN citizens in particular, in regard to the provisions of the NNDFN, the SGA and to specific areas as designated in paragraph 13.
10. NNDFN and Government shall coordinate information and activities that relate specifically to issues within NNDFN Traditional Territory arising from the NNDFN by sharing advance drafts of communications materials. Government is not expected to share advance drafts of materials that relate to territory-wide issues in the NNDFN.
11. Upon request, and to the extent possible, Government will provide to NNDFN publications and other written materials prepared by Government, for distribution by NNDFN.
12. Government will make best efforts to provide interpreter services to Northern Tutchone or other First Nation people as may be required from time to time, through Aboriginal Language Services programs as may be in place from time to time.

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POTENTIAL AREAS REQUIRING INFORMATION DISTRIBUTION

13. The following Table summarizes areas of the NNDFN and SGA in which it is anticipated that information distribution may be required from time to time. This list is not meant to be inclusive but to serve as an initial guide in scoping the effort.

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Table

POTENTIAL AREAS FOR INFORMATION DISTRIBUTION

<u>Chapter/Clause</u>	<u>Area of Concern</u>	<u>Note/Comment</u>
2.2 (SGA 3)	Continuation of rights	-
2.9.3.1	Administration of overlap	Note 1
3.10	Continued enrollment	-
5.3	Maps and land descriptions	Note 1
6.0	Access information (terms, trespass)	Note 1
10.0	SMA use and management	Co-ord. with RRC
13.0	Heritage sites (location, terms, accidental discovery)	Co-ord. with RRC; Note 1
14.0	Traditional use	-
15.0	Identification of Site Specifics	Note 1
16.0	General management	Co-ord. with RRC
17.0	Access, use	-
18.0	Specified substances vs mineral use	-
20.0	Settlement corporation information	-
21.0	Land taxation	-
22.0	Economic development and employment opportunities	-
24.0	NNDFN as legal entity (SGA 9), delegation of power (SGA 12), law and justice applications (SGA 13), tax laws and status (SGA 14, 15), McQuesten reserve (SGA 29)	-
25.6	Tetlit Gwich'in rights	-
28.0	Training plan	-
Note 1	Canada will provide to NNDFN, upon request and to the extent practicable, maps and legal descriptions of Settlement Land described in 5.3.1.	
Note 2	Upon request, Canada will provide to Nacho Nyak Dun and the NNDFN information pursuant to 22.5.5 and 22.5.6.	

Note 3

Programs devolved under SGA 17 are assumed to carry their own information strategy and are not covered here. Exceptions are current Indian and Inuit Affairs Canada programs which may require consideration under this plan.

---

ANNEX D

Part 1

---

1.0 **Economic Planning**

- 1.1 For the purpose of the NNDFN Plan, the NNDFN and Government agree that successful economic activity by the NNDFN as a result of economic and employment opportunities arising from the Agreements will rely upon careful planning, NNDFN and Government cooperative relationships, and an implementation environment of good faith.
- 1.2 The NNDFN and Government agree that economic and employment planning are best achieved when the following principles are considered:
- 1.2.1 Where practicable, effective communication regarding critical events, policies, initiatives and other matters of consequence to the timely taking up of economic and employment opportunities is vital.
  - 1.2.2 Effective interrelationships between NNDFN and Government policies, processes, programs, and priorities.
  - 1.2.3 The timely, effective, efficient, topical use of existing Government programs and other resources.
  - 1.2.4 The NNDFN's and Government's own ongoing processes of monitoring, review, evaluation and modification.
- 1.3 In principle, the following will be helpful in accomplishing the planning provisions and objectives of the NNDFN and is consistent with the principles in 1.1 and 1.2:
- 1.3.1 The early establishment of working relationships that are based upon an effective, thorough and common understanding and application of the mechanisms and provisions of the NNDFN.

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

- 1.3.2 Timely coordination and synchronization of activities necessary to putting economic and employment planning provisions into effect.
- 1.3.3 Reviews and identification of existing Government programs, services, finances and other resources which can be accessed or modified consistent with Government policy from time to time, to enable planning and implementation of Chapter 22, NNDFFA.
- 1.4 The NNDFN and Government agree to make best efforts to commence economic development planning activities pursuant to 22.3.1 of the NNDFFA within thirty (30) days of the ratification of that Agreement.

ANNEX D

Part 2

- 2.0 **Contracting and Employment Opportunities**
- 2.1 For the purposes of the NNDFFA Plan, the NNDFN and Government agree to develop a protocol document which will guide them, their Departments, Agencies, and public corporations by identifying cooperative measures, consistent with the NNDFFA, that will help achieve contracting and employment opportunities for NNDFN and their Citizens.
- 2.2 The protocol document shall reflect the provisions of the Agreements and Implementation Plan.
- 2.3 The document will establish reference points, consistent with the NNDFFA, for enabling the NNDFN and Government to identify:
  - 2.3.1 Contracting and employment criteria;
  - 2.3.2 Structuring of opportunities to maximize First Nation participation;
  - 2.3.3 Coordination of opportunities;
  - 2.3.4 Practical procedures which enable early communication with respect to employment and contracting opportunities;
  - 2.3.5 Procedures for Government to share available information; and
  - 2.3.6 Other measures the NNDFN and Government agree are useful in meeting the objectives and provisions of the NNDFFA.

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

- 2.4 The NNDFN and Government agree to designate senior officials to develop the protocol document and to inform their respective Departments, Agencies, public corporations and personnel about the protocol document and give instructions as to its effective use.
- 2.5 The protocol document shall be completed at the same time as the plan pursuant to 22.3.1.
- 2.6 The NNDFN and Government agree to review and amend the document as required.

ANNEX E

COORDINATION OF NNDFFA AND SGA IMPLEMENTATION

GENERAL REQUIREMENTS

- 1 28.3.2.6 requires the Plan to specify means for coordination of the implementation of the NNDFFA and SGA.
- 2 SGA 23.5 specifies coordination of the NNDFFA and SGA Implementation Plans to the extent practicable.

RESPONSIBILITIES

- 3 The NNDFN government and its administrative structure, as established through the NNDFN constitution adopted under the SGA, shall be recognized as the agency responsible for the implementation, on behalf of the NNDFN, of both agreements.
- 4 The Governments of Canada and of the Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the NNDFFA and SGA, when dealing with NNDFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and NNDFN shall not be required to deal with such conflicts.

SPECIFIC AREAS OF IMPLEMENTATION COORDINATION

- 5 All funds flowing to the NNDFN for implementation shall be transferred to NNDFN through the (FTA) process described in SGA 16.0.
- 6 The Dispute Resolution process of NNDFFA 26 shall be used to resolve all SGA disputes as described in SGA 24.0.

- 7 The NNDFFA Plan general review process described in paragraph 18 of the NNDFFA Plan and in SGA 6.6.3 and 6.6.4 shall be carried out simultaneously and in a coordinated fashion. Further, these reviews shall be timed in such a way as to provide input to the negotiations of the new FTA as specified by SGA 16.3.6 and 16.12.
- 8 The information strategy carried out by NNDFFA Annex C shall include both the NNDFFA and SGA agreements and implementation plans.
- 9 The training needs for NNDFN shall be integrated into a single plan which will take into account the training requirements of both the NNDFFA and the SGA and the associated implementation plans.

OTHER POTENTIAL AREAS REQUIRING COORDINATION

- 10 While cross references between agreements have been provided on appropriate Activity Plans, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

Table

POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION

(may include but are not limited to:)

<u>Reference/Clause</u>		<u>Area of Concern</u>
<u>NNDFFA</u>	<u>SGA</u>	
Definitions		Consistent application
2.0	3.0	Rights of citizens/beneficiaries as Yulon Indian People
2.3.6	21.1	NNDFFA amendments published in NNDFN law registry
2.7	16.4.2	Disclosure of information
2.11.4.1	Legis.	Legal entity
4.1.1.1	29.0	McQuesten reserve status



FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
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5.0	25.0	Compatible land use re: Community Settlement Land
5.0	28.0	Laws on certain Community Settlement Land
19.0	16.8	FTA calculation re: compensation
20.0	15.2, 15.3.5	Tax status settlement corporations
20.6	14.0	Income tax
21.2.1	14.0	Property tax
21.2.3	14.0	Property tax
21.2.4	14.0	Property tax
21.2.5.1	14.0	Property tax
21.3	14.0	Property tax
21.2.4	26.0	Service agreements
21.3	26.0	Service agreements
21.4	26.0	Service agreements
24.10.1	5.3	Amendment legislation
NNDFA	8.2.1, 8.3	Inconsistency/conflict

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

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**ANNEX F**

**TRAINING PRIORITIES**

---

**GENERAL REQUIREMENTS**

- 1 28.7.0 of the UFA calls for the development of a training plan by the Training Policy Committee. This plan will guide the utilization of the Training Trust Fund in the provision of training for Yukon Indian People necessary to support the successful implementation of the Settlement agreements.
- 2 28.8.4 states that this plan shall reflect training priorities established for implementation by the Implementation Planning Working Group. The purpose of this annex is to identify these priorities specific to implementation of the NNDFN agreements.
- 3 It should be noted that there are two areas for consideration in the preparation of such a plan; these are: the training needs for the NNDFN government and administration to carry out their responsibilities under the agreement, and those related to the needs of NNDFN citizens in general, in order that they may be prepared to take full advantage of the economic/employment opportunities arising from the agreements. This annex addresses only the former area, since completion of the latter must await further definition provided by the economic development plans to be prepared under 22.3.

**TRAINING PRIORITIES**

- 4 As a result of internal discussion and consultation with the Yukon College, it was agreed that the training needs could be separated into three main types:

Life Skills and Technical Skill Upgrading - This type of training is designed to consider both initial personal needs (as mentioned in 1 and 2 above) and to

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

improve basic background technical skills (e.g. math, computer, communication). This type of training is suitable for short course workshop type delivery, and serves as a base for other more formal programs.

Specific Job Related Training - This type of training considers the "how-to" aspects of particular positions. In some areas, particularly land and resource management, a large part of the training must be "invented" as the job develops, based on a good general technical background and experience. It is expected that the NNDFN will be under pressure to perform early in implementation in several areas (e.g. land use and access, laws, policy development); therefore, it appears that the only practical way to meet these demands and to train NNDFN staff is through OJT (On-the-job Training) by experienced term contractors who assure accomplishment of implementation needs while training NNDFN staff on a day-to-day basis.

College/University Programs - The NNDFN will eventually require some positions to be filled with formally trained graduates (with extensive local orientation).

On the basis of the NNDFN/SGA Activity Plans, NNDFN has identified key staff positions which are priority training areas, as illustrated in Table 1. In addition, the four general skills areas shown in the Table were identified.

The relation skill of the training areas and the four main skills areas are illustrated in Table 2, with appropriate comments.

Annex F - Training Priorities - will no longer have effect once the training plan for NNDFN has been approved.

FIRST NATION OF NACHO NYAK DUN FINAL AGREEMENT  
IMPLEMENTATION PLAN

Table 1

NNDFA SPECIFIC POSITIONS AND GENERAL SKILLS AREAS

NND Initial Staffing New Position	Upgrade	Devolution
Deputy Chief Council Advisor Financial Management Officer Resource Management Coordinator RMO 1  RMO 2 Economic Development Off(1/2) Comp System Operator	Band Manager             Clerk Daycare(2) Bookkeeper Social Development Administration CELC NNADAP CHR Cap Program Manager	Para Legal Enforcement   H&SS Coordinator   Financial Clerk Economic Development(1/2) Lang/cult   Data input

GENERAL SKILL AREAS

- \* Government and Administration
- \* Renewable Resources and Land Planning
- \* Economic Development and Employment
- \* Human Resource Development

Table 2

TRAINING MATRIX

	Government & Administration	Renewable Resource	Economic Development	HRD
Life Skills & Technology Upgrade	* existing courses with modifications for local needs * delivery in the community for max benefit * potential coordination Yukon College			
Specific Job Rel.	* some exist courses in Financial Management & Administration  * new course required for council & administration  * deliver by OJT comm. session  * potential coord. Northern Tutchone T1	* new training area to FN needs  * del OJT workshop	* some general courses exist  * del OTJ courses	* special course required match comm recovery  * del OTJ workshop
College/University Programs	* some existing courses available required * mod.  * local orientation required  * delivered by institution of student pref.  * potential coordination Northern Tutchone T1			

APPENDIX A

UMBRELLA FINAL AGREEMENT

IMPLEMENTATION PLAN

**UMBRELLA FINAL AGREEMENT**

**IMPLEMENTATION PLAN**

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## UMBRELLA FINAL AGREEMENT

### IMPLEMENTATION PLAN

AMONG:

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

AND:

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

AND:

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

hereinafter referred to as the "Parties".

WHEREAS:

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

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

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

#### Interpretation of the Plan

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

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

#### Legal Status of the Plan

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

#### Contents of the Plan

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

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

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

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

Implementation Funding

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

Schedule 1, Part 1:

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

Schedule 1, Part 2:

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

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

Schedule 1, Part 3

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

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

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

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

13. For the purpose of obtaining funding under paragraph 12, the institutions named therein shall be required to submit budgets for hearings and processes to the Minister, or the Minister's delegate, and the budgets are subject to the approval of the Minister or the Minister's delegate.

14. Subject to any amendment of the Plan by the Parties, Canada shall pay the amounts identified in Part 4 of Schedule 1 and Part 3 of Schedule 2 to CYI for the periods of time specified therein. The payment of the amounts described in Part 4 of Schedule 1, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to CYI, for the applicable period of time, for the implementation of the Plan. The payment of the amounts described in Part 3 of Schedule 2, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to CYI for the implementation of the Plan.

15. Subject to any amendment of the Plan by the Parties, the Yukon shall pay the amounts identified in Part 3 of Schedule 1 for the periods of time specified therein.

16. Notwithstanding the provisions of paragraphs 9, 10 and 15, Government may enter into agreements with the institutions referred to in Parts 1, 2 and 3 of Schedule 1 to provide funding for any projects, activities and responsibilities to be undertaken by those institutions, in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to UFA 2.12.2.8.



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

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

#### Implementation Plan Monitoring

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

#### Implementation Plan Review

24. Unless the Parties otherwise agree, the Parties shall complete a review of the Plan to determine the adequacy of the provisions of the Plan and of the implementation funding provided under the Plan.
  - 24.1 in the fifth fiscal year following the effective date of Settlement Legislation;
  - 24.2 in the ninth fiscal year following the effective date of Settlement Legislation;
  - and
  - 24.3 thereafter, as the Parties may agree.
25. The Parties shall make best efforts to complete a review pursuant to paragraph 24 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

#### Amendment

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

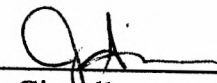
27. The Parties shall consider whether to amend the Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to paragraph 24 of the Plan. Financial resources provided pursuant to the amendment of the Plan shall be provided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

Effective Date of the Plan

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

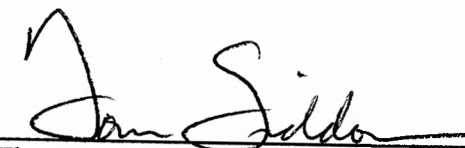
IN WITNESS WHEREOF we, the duly authorized representatives of the Parties, have affixed our signatures hereunder as of this 29<sup>th</sup> day of May, 1993.

On behalf of the Council for Yukon Indians:

  
\_\_\_\_\_  
Judy Gingell  
Chair  
Council for Yukon Indians


  
\_\_\_\_\_  
Witness


On behalf of Canada:

  
\_\_\_\_\_  
The Honourable Tom Siddon  
Minister of Indian Affairs  
and Northern Development

  
\_\_\_\_\_  
Witness

On behalf of the Yukon:

  
\_\_\_\_\_  
John Ostashek  
Government Leader

  
\_\_\_\_\_  
Witness

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Acronyms

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

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

**ANNEX A**

**SPECIFIC ACTIVITIES, PROJECTS AND MEASURES**

---

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

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

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

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the Umbrella Final Agreement to be addressed prior to the effective date of Settlement Legislation or in the negotiation or ratification of a Yukon First Nation Final Agreement.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Amendment of the Umbrella Final Agreement

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

**PARTICIPANT/LIAISON:** YFNs

**OBLIGATIONS ADDRESSED:** Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.

Consent to any amendment pursuant to 2.3.1 may only be given on the part of:

Canada, by the Governor in Council;

The Yukon, by the Commissioner in Executive Council; and

Yukon First Nations by the following process,

(a) The Council for Yukon Indians shall Consult on all proposed amendments with all Yukon First Nations and shall provide the result of those Consultations to all Yukon First Nations,

(b) An amendment shall only be considered approved by the Yukon First Nations if it is approved by two thirds of the Yukon First Nations which have Yukon First Nation Final Agreements in effect and which represent at least 50 percent of all Yukon Indian People, and

(c) The Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b).

Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

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

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

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**Planning Assumptions**

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

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

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

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

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

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

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

**REFERENCED PROVISIONS:** 3.6.5.9, 3.6.5.11, 3.6.7, 3.7.1, 3.11.2.6;  
Cross reference 3.10.3

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

Canada, Yukon, CYI, YFNs	At discretion, initiate proceedings for judicial review by Yukon Supreme Court.	As appropriate, where Enrollment Commission makes an appeal decision
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**Planning Assumptions**

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



UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Development Assessment Process design and Legislation

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

**PARTICIPANT/LIAISON:** Yukon First Nations

**OBLIGATIONS ADDRESSED:** Government shall implement a development assessment process consistent with this chapter by Legislation.

The Parties to the Umbrella Final Agreement shall negotiate guidelines for drafting Development Assessment Legislation and these drafting guidelines shall be consistent with the provisions of this chapter.

Failing agreement on guidelines, Government shall Consult with the Council for Yukon Indians and with Yukon First Nations during the drafting of the Development Assessment Legislation.

Government shall recommend to Parliament or the Legislative Assembly, as the case may be, the Development Assessment Legislation consistent with this chapter as soon as practicable and in any event no later than two years after the effective date of Settlement Legislation.

**REFERENCED CLAUSES:** 12.3.1, 12.3.2, 12.3.3, 12.3.4;  
Cross reference 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.17, 12.18

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Development Assessment Process.

Canada, Yukon, Council for Yukon Indians Negotiate guidelines for Development Assessment Process Legislation. Within 2 years of the effective date of Settlement Legislation

If agreement not reached, notify and provide Council for Yukon Indians / Yukon First Nations with information regarding proposed legislation.

Council for Yukon Indians, Yukon First Nations Prepare and present views to Government.

Canada, Yukon Give full and fair consideration to views presented.

Canada, Yukon Revise or amend draft legislation taking into account Council for Yukon Indians/Yukon First Nations concerns.

Canada, Yukon Recommend legislation to Parliament or Legislative Assembly. Within 2 years of the effective date of Settlement Legislation

**Planning Assumptions**

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

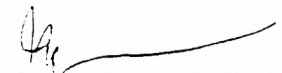
LETTER OF UNDERSTANDING

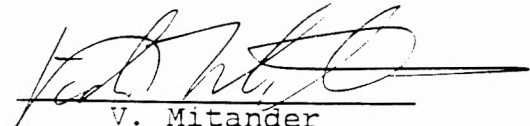
regarding the Development Assessment provisions  
of the Umbrella Final Agreement

The signatories agree as follows:

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

Dated March 27, 1993

  
M. Whittington  
Negotiator  
for Canada

  
V. Mitander  
Negotiator  
for CYI

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

DEVELOPMENT ASSESSMENT PROCESS  
WORKPLAN FRAMEWORK DOCUMENT\*

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

NOTE:	"DA"	-	DEVELOPMENT ASSESSMENT
	"DAP"	-	DEVELOPMENT ASSESSMENT PROCESS
	"DAPWG"	-	DAP WORKING GROUP
	"EA"	-	ENVIRONMENTAL ASSESSMENT
	"IFA"	-	INUVIALUIT FINAL AGREEMENT
	"PARTIES"	-	CYI/YFNs, YUKON, CANADA
	"SL"	-	SETTLEMENT LEGISLATION
	"YDAB"	-	YUKON DEVELOPMENT ASSESSMENT BOARD

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Amend other legislation to conform with Development Assessment Process

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 12.3.5

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

**Planning Assumptions**

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

**PROJECT:** Develop interim Development Assessment measures

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

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Prior to the enactment of Development Assessment Legislation, the parties to the Umbrella Final Agreement shall make best efforts to develop and incorporate in the implementation plan provided for in 12.19.1, interim measures for accepting a project which shall be consistent with the spirit of this chapter and within the existing framework of law and regulatory agencies.

**REFERENCED CLAUSES:** 12.3.6;  
Cross reference 12.19.1

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

**Planning Assumption**

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

**PROJECT:** Negotiate and implement arrangements for transboundary environmental assessments

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** Council for Yukon Indians, Tetlit Gwich'in, Government of the Northwest Territories, Inuvialuit, Government of British Columbia, United States (Alaska)

**OBLIGATIONS ADDRESSED:** Government shall make best efforts to negotiate with other relevant jurisdictions, in Consultation with affected Yukon First Nations, agreements or cooperative arrangements that provide for development assessments equivalent to the screening and review requirements in the Yukon for enterprises or activities located outside the Yukon that may have significant adverse environmental or socio-economic effects on the Yukon.

Prior to the enactment of Settlement Legislation, the parties to the Umbrella Final Agreement shall make best efforts to resolve any conflicts and avoid any duplication in North Yukon between the development assessment process provided pursuant to this chapter and the environmental impact screening and review process provided pursuant to the Inuvialuit Final Agreement.

**REFERENCED CLAUSES:** 12.16.1, 12.16.3

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

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

**Planning Assumption**

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

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

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**Planning Assumptions**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation prior to final decisions concerning surveys of Settlement Land

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Yukon, CYI

**OBLIGATIONS ADDRESSED:** Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.

**REFERENCED CLAUSES:** 15.2.9;  
Cross reference 15.2.1

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

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

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

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

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

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Subject to Laws of General Application, unless otherwise specified in a Yukon First Nation Final Agreement, or as may be agreed to by the parties to the Umbrella Final Agreement, Yukon Indian People shall have the right to give, trade, barter or sell to any person any Non-Edible By-Product of Fish and Wildlife that is obtained from the Harvesting of Furbearers or incidental to Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon.

**REFERENCED CLAUSES:** 16.4.5

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



UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

Planning Assumptions

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- determination as to whether CYI should approve an agreement.

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

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

**PROJECT:** Support to Fish and Wildlife Management Board

**RESPONSIBLE PARTY:** Yukon, Fish and Wildlife Management Board

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 16.7.7.2

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

**PROJECT:** Consultation with the Fish and Wildlife Management Board by Minister re: Legislation

**RESPONSIBLE PARTY:** Canada or Yukon

**PARTICIPANT/LIAISON:** Fish and Wildlife Management Board

**OBLIGATIONS ADDRESSED:** Before the amendment or introduction of Legislation for Fish and Wildlife in the Yukon, the Minister shall Consult with the Board on the matters to be addressed in that Legislation.

**REFERENCED CLAUSES:** 16.7.16

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada or Yukon                      Notify Fish and Wildlife                      After Legislation passed  
 Management Board of final  
 form of Legislation.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

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

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:** 16.7.17.10

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

**Planning Assumption**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

**RESPONSIBLE PARTY:** Canada

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

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

**REFERENCED CLAUSES:** 16.7.17.13

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

**Planning Assumption**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** Fish and Wildlife Management Board, Salmon Sub-Committee

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

**REFERENCED CLAUSES:** 16.7.18

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**Planning Assumption**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with the Fish and Wildlife Management Board by Minister re: declaration of species

**RESPONSIBLE PARTY:** Yukon or Canada

**PARTICIPANT/LIAISON:** Fish and Wildlife Management Board or Salmon Sub-Committee

**OBLIGATIONS ADDRESSED:** The Minister shall Consult with and obtain a recommendation of the Board before declaring a species or population to be of territorial, national or international interest under 16.7.12.2.

**REFERENCED CLAUSES:** 16.7.19;  
Cross reference 16.8.0

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Minister

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

Following decision by Minister

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Minister's response to recommendations from Fish and Wildlife Management Board, Renewable Resources Councils, or Salmon Sub-Committee pursuant to 16.8.1

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee

**OBLIGATIONS ADDRESSED:** The Minister, within 60 days of the receipt of a recommendation or decision under 16.8.2, may accept, vary, set aside or replace the recommendation or decision. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Board.

The Minister may extend the time provided in 16.8.4 by 30 days.

Nothing in 16.8.4 shall be construed as limiting the application of 16.3.3.

The Board, within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 16.8.4, shall make a final recommendation or decision and forward it to the Minister with written reasons.

The Minister may extend the time provided under 16.8.5.

The Minister, within 45 days of receipt of a final recommendation or decision, may accept or vary it, or set it aside and replace it.

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

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

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

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

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

The Minister may refer any matter described in 16.8.1 to the dispute resolution process under 26.4.0 once the procedure set out in 16.8.1 to 16.8.4 has been completed.

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

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

**Planning Assumptions**

1. Timing is in accordance with the provisions and is not intended to affect the Minister's ability to extend the time frames for response in accordance with 16.8.4.1, 16.8.5.1 or 16.8.6.4.
2. When the Minister proposes to vary or set aside and replace a final recommendation of the Fish and Wildlife Management Board or Renewable Resources Councils with respect to a Total Allowable Harvest determination, the Minister shall provide full and balanced information on the issue to the Yukon First Nations, including any written reasons provided by the Fish and Wildlife Management Board. Renewable Resources Councils or the Minister.



UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation with the Fish and Wildlife Management Board by Minister re: emergency action

**RESPONSIBLE PARTY:** Yukon or Canada

**PARTICIPANT/LIAISON:** Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee

**OBLIGATIONS ADDRESSED:** Where emergency action has been taken pursuant to 16.8.11, the Minister shall within seven days inform the Board, Sub-Committee or Council and solicit their continuing advice. The Board, Sub-Committee or Council may recommend to the Minister that the emergency action be terminated pending their consideration of the issue.

**REFERENCED CLAUSES:** 16.8.12;  
Cross reference 16.8.11, 2.11.8

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Minister

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

If Minister makes decision to continue emergency action

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

**PROJECT:** Exceeding the Total Allowable Catch of Salmon in exceptional circumstances

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** YFN, RRC, SSC and FWMB

**OBLIGATIONS ADDRESSED:** Notwithstanding 16.3.2, Government may allow a catch of Salmon greater than the Total Allowable Catch in exceptional circumstances.

**REFERENCED CLAUSES:** 16.8.13;  
Cross reference 16.3.2

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

**Planning Assumptions**

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

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

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Salmon Sub Committee

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

Where Government proposes to adjust the Total Allowable Catch under 16.10.10 and time does not permit Consultation with the Sub-Committee, Government may make the adjustment but it shall, within seven days, inform the Sub-Committee of the adjustment and solicit its continuing advice.

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

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

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

**Planning Assumptions**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

**Planning Assumptions**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

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

**PARTICIPANT/LIAISON:**

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

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

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

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

**Planning Assumptions**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Consultation on amendment to statutes or regulations

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** CYI

**OBLIGATIONS ADDRESSED:** Settlement Legislation shall provide that Government, after Consultation with the Council for Yukon Indians, may make such amendments to statutes or regulations as are necessary for the purpose of giving effect to and enforcing provisions of 20.6.1 and 20.6.2.

**REFERENCED CLAUSES:** 20.6.3;  
Cross reference 20.6.1, 20.6.2

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

**Planning Assumptions**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

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

**Planning Assumptions**

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

**UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

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

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

**PARTICIPANT/LIAISON:**

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

**REFERENCED CLAUSES:**      22.9.1

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



**Planning Assumptions**

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

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

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**Planning Assumption**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of guaranteed representation

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

**PATICIPANT/LIAISON:**

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

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

**REFERENCED CLAUSES:** 24.4.1

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**PROJECT:** Negotiation of Transboundary Agreements

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

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government, the Council for Yukon Indians and the affected Yukon First Nations shall cooperate in negotiating Transboundary Agreements.

Government, the Council for Yukon Indians and the affected Yukon First Nations shall endeavour to secure the cooperation of the Government of British Columbia, the Government of the Northwest Territories and transboundary aboriginal groups in negotiating Transboundary Agreements.

Government, the Council for Yukon Indians and Yukon First Nations whose Traditional Territories are affected by a transboundary aboriginal claim shall work together in respect of each transboundary aboriginal claim to negotiate a Transboundary Agreement.

Government, the Council for Yukon Indians and the affected Yukon First Nations shall make best efforts to settle the transboundary aboriginal claims of Yukon Indian People in the Northwest Territories and British Columbia based upon reciprocity for traditional use and occupancy.

**REFERENCED CLAUSES:** 25.1.1, 25.1.2, 25.2.1, 25.2.2;  
Cross reference 25.2.3, 25.2.4, 25.3.2

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

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

**Planning Assumptions**

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

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

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

**Planning Assumptions**

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

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

**RESPONSIBLE PARTY:** Council for Yukon Indians

**PARTICIPANT/LIAISON:** YFNs

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

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

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

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

**Planning Assumptions**

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

**ANNEX B**

**BOARDS, COMMISSIONS AND COUNCILS**

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**Application**

This Annex applies to the:

Enrollment Commission

Surface Rights Board

Yukon Land Use Planning Council

Yukon Geographical Place Names Board

Yukon Heritage Resources Board

Yukon Water Board

Fish and Wildlife Management Board and its  
Salmon Sub-Committee

Dispute Resolution Board

herein called the "Boards".

The Surface Rights Board will be the subject of separate Legislation. This Annex therefore applies to the Surface Rights Board subject to such modifications as may be required to ensure consistency with that Legislation.

The Development Assessment Board and Designated Offices to be established pursuant to UFA Chapter 12 also will be the subject of separate Legislation. Those matters are excluded

from this Annex on the understanding that they will be addressed through Development Assessment Legislation, the implementation plan contemplated by UFA 12.19.1 and the workplan and activities described in Annex A of this Plan.

### Contents

This Annex has five parts:

- Part 1 - General Provisions
- Part 2 - Board Training and Cross-Cultural Orientation and Education
- Part 3 - Arrangements for the Provision of Aboriginal Language Services to the Boards
- Part 4 - Board Mandates and Activities
- Part 5 - Board Budgets and Related Arrangements.

These parts are to be read together. Their provisions reflect the agreement of the Parties with respect to the establishment and operation of the Boards and the related arrangements and activities which the Parties expect to perform.

## **PART 1**

### **General Provisions**

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#### **Initial Nominations and Appointments**

Each Party has a right to nominate Board members as provided by UFA 2.12.2 and in respect of each Board.

The process of nomination and appointment will require each Party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating Party.

To establish the initial complement of Board members, each Party should commence its procedures to identify prospective nominees upon ratification of the UFA by all Parties. The Minister will request nominations pursuant to UFA 2.12.2.2 as soon as practicable after the date of signing by all the Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (UFA 2.12.2.11), shall be forwarded to the Minister within the time provided by UFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the Boards to be in place as indicated in Part 4 of this Annex.

In order to facilitate these procedures, each Party should confirm with its proposed nominees their readiness to serve, prior to submitting its nomination to the Minister. If a nominee declines an appointment, the Minister and the nominating Party should take steps as soon as practicable to ensure that another nominee is identified and appointed.

#### **Ongoing Process for Nominations and Appointments**

##### **1. Replacement of Board Members**

Upon termination of the initial appointments, the Parties should follow the procedures outlined in UFA 2.12.2.2 to 2.12.2.4 and above in respect of the initial appointments to ensure that repeat or replacement nominations and appointments take effect in a timely manner. The Parties should use all best efforts to avoid vacancies arising on the Boards due to failures in the process of nomination and appointment.

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If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of UFA 2.12.2.11.

### 2. Removal for Cause

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that discretion on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating Party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for removal of a member pursuant to UFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating Parties and the Minister forthwith.

### 3. Resignation of a Member

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board and that the Board forthwith advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable in accordance with UFA 2.12.2.2 and UFA 2.12.2.3.

### Organization of the Board

For the effective working of the Board, each Board, within the first 60 days after it is established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete necessary arrangements.

At its initial meeting or as soon as practicable thereafter, each Board should address:

- (a) the selection or nomination of a Chair and/or Vice-Chair, as the UFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to UFA 2.12.2.7 and 2.12.2.10;

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- (c) the Board budget and the completion of related financial arrangements;
- (d) any organizational and policy matters, and arrangements with respect to support services and facilities required, for the discharge of its mandate; and
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

### Board Services and Facilities

It is expected that each Board will arrange for the support services and facilities it requires. Two or more Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations and the specific provisions of Yukon First Nation Final Agreements.



**PART 2**

**Board Training and  
Cross-Cultural Orientation and Education**

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For the purposes of UFA 2.12.2.9, 28.3.5 and 28.3.7, Board training should include:

1. training in Board procedures and functions;
2. training directed to improving Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the UFA; and
4. cross-cultural orientation and education.

Each aspect will involve different considerations.

**1. Board procedures and functions**

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The appropriate time for the different aspects of this training to occur may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefits of the replacement nominees. The initial Board's need for and success with training should be considered by subsequent members when assessing their needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as and when it so requires.

To ensure that appropriate training is available to the Boards, the Training Policy Committee, in consultation with the Boards, should develop the design and delivery of such training as the Boards may require or request. It is recommended that consideration be given to training in internal procedures and rules by way of a two or three day workshop to be held in Whitehorse. This workshop should be attended by the Chair and at least one other member of each policy Board. Attendance by members of adjudicative Boards should be optional.

Training in other topics may best occur in a small-group setting with each Board individually. Generally, the training program ought to be completed within the first three to six months after the effective date.

The Training Policy Committee should choose the facilitator or facilitators for the training program and develop the detailed curriculum in consultation with both the facilitator(s) and the Board Chairs. The suitability of training programs available through existing agencies, educational institutions or private contractors should be considered by the Committee in the discharge of its task.

**2. Training related to Board Mandate**

Each Board should assess and take the steps necessary, including budget provisions, to address the needs of its members for training which will enable them to improve their ability to carry out their responsibilities in the field or fields within the Board's mandate. It is recommended that this occur as soon as practicable in the first year of each Board's term and at least annually thereafter. The specific program or initiatives taken in this area should be left to each Board to decide and arrange as it may require.

**3. Familiarization with the UFA**

All Parties have an interest in ensuring that members of each Board understand the purposes of the Board under the UFA. All Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in UFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the UFA, Yukon First Nation Final Agreements and implementation plans. This information program should be carried out in a co-operative, co-ordinated way. It

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should be completed within the first 90 days after the effective date, and repeated as necessary during the term of a Board or upon the expiry of the initial Board appointments.

Each Party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

### 4. Cross-Cultural Orientation and Education

Ongoing cross-cultural awareness and sensitivity will be important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will have reference to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together for the purposes of their mandate.

The Training Policy Committee should ensure that a suitable program of cross-cultural orientation and education is available to the Boards as the Boards may require or request. In consultation with the Boards, the Training Policy Committee should establish the design and delivery of the program and determine the appropriate facilitators, format and timing. In doing so, the Committee also should consider the suitability of existing services available in Yukon. It is expected, however, that no generic or presently existing program will prove entirely suitable; the needs of the Boards are unique.

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### PART 3

#### Aboriginal Language Services

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The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

### PART 4

#### Board Mandates and Activities

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The following provisions address the mandate and expected activities, and relevant specific arrangements, in respect of each of the Boards to which this Annex applies.

## THE ENROLLMENT COMMISSION

### Mandate

The Enrollment Commission shall determine eligibility for enrollment under a Yukon First Nation Final Agreement, and hear and determine any appeal respecting enrollment and provide for the enforcement of any order or decision.

### Organizational Structure

The Enrollment Commission was established by the parties to the UFA on July 1, 1989.

The members of the Enrollment Commission shall be nominated and appointed pursuant to UFA 3.6.3 and 3.6.4.

The first members to the Enrollment Commission were appointed by the Minister of Indian Affairs and Northern Development in the fall of 1989. The Minister appointed a new member, nominated by Government and re-appointed the current member, nominated by CYI in the winter of 1992/93.

The Parties should nominate alternates as soon as practicable after Settlement Legislation. The Chair should be in place by Settlement Legislation.

The Enrollment Commission shall continue to operate until dissolution pursuant to UFA 3.10.4.

The Enrollment Commission shall be an independent body operating at arm's length from the Parties to the Settlement Agreements.

The provisions of UFA 2.12.2 shall apply to the Enrollment Commission.

### Operations

The Enrollment Commission budget shall provide for facilities and the administrative support required to carry out its activities. The Enrollment Commission may wish to investigate the sharing of common services with other Boards.

The Enrollment Commission shall prepare an annual budget and submit the proposed annual budget to the Minister of Indian Affairs and Northern Development for approval (UFA 3.8.1). The budget approval process will respect the Enrollment Commission's discretion over the allocation of funds to be available to the Enrollment Commission under the Plan. The Enrollment Commission shall only spend funds allocated to it for the carrying out of its functions and responsibilities in accordance with its approved budget (UFA 3.6.5.2).

Canada shall provide funding through fiscal 1993-94 and, if necessary, thereafter to the effective date of Settlement Legislation to the Enrollment Commission to enable it to carry out its responsibilities.

### Activities

The Enrollment Commission shall carry out the activities prescribed in the following UFA provisions:

3.6.5.1; 3.6.5.3; 3.6.5.4; 3.6.5.5; 3.6.5.6; 3.6.5.7; 3.6.5.8; 3.6.5.9; 3.6.5.10; 3.9.1.

As soon as practicable after Settlement Legislation, the Enrollment Commission shall establish and publish its procedures in respect of appeals from decisions of the Enrollment Committees.

The Enrollment Commission may, on its own motion, institute an appeal pursuant to UFA 3.6.5.9.

For the first four Yukon First Nations, the Enrollment Commission has prepared, certified, published and advertised the initial enrollment list.

## SURFACE RIGHTS BOARD

### Mandate

The Surface Rights Board ("the Board") mandate is prescribed in UFA 8.2.0, 8.3.0 and 8.4.0.

### Organizational Structure

The Board shall be established pursuant to the Surface Rights Board Legislation enacted no later than the effective date of Settlement Legislation.

The nominees of the parties to the UFA shall be appointed to the Board as of the effective date of Surface Rights Board Legislation.

The Board shall have ten members. Five persons shall be nominated by the Council for Yukon Indians (CYI), and five persons shall be nominated by Canada. Canada shall consult with Yukon prior to the selection of the five nominees not allocated to CYI. The Minister of Indian Affairs and Northern Development shall appoint the nominees pursuant to UFA 8.1.2.

The chairperson shall be appointed after the Board has convened in accordance with UFA 8.1.3.

The provisions of UFA 2.12.2 shall apply to the Board.

The Surface Rights Board Legislation shall set out the other matters respecting the organizational structure of the Board.

### Operations

The Board's budget will provide for facilities and the administrative support required to carry out its activities. The Board may wish to investigate the sharing of common services with other Boards.

The Board shall prepare an annual budget for review and approval by the Minister of Indian Affairs and Northern Development. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan. Canada shall pay the approved expenses of the Board.

### Activities

The Board shall operate pursuant to the provisions of the Surface Rights Board Legislation (UFA 8.1.4) and the UFA. The Board shall hear and determine any matter referred to it pursuant to Surface Rights Board Legislation and any matter arising under the UFA or under a YFNFA, including:

UFA 5.15.5; 5.15.6; 5.15.9; 5.15.10; 6.3.3; 6.3.4; 6.3.6; 6.3.7; 6.4.5.2; 6.4.6; 6.5.1; 6.6.2; 7.5.2; 7.7.1; 7.8.4; 8.2.0; 8.3.0; 8.4.0; 14.7.5; 14.7.6; 17.10.2; 17.10.4; 17.10.5; 18.1.2; 18.1.3; 18.1.5; 18.2.6.4; 18.2.8; 18.2.9; 18.3.3; 18.3.4; 18.3.5; 18.3.6; 18.4.3; 18.4.4;

First Nation of Nacho Nyak Dun Final Agreement 13.8.7.3(b);

Champagne and Aishihik First Nations Final Agreement 13.8.7.3(b);

Teslin Tlingit Council Final Agreement 13.8.7.3(b);

Vuntut Gwitchin First Nation Final Agreement 13.8.7.3(b)

The Board may prescribe rules and procedures to govern any negotiations and may establish a mediation process which may be integrated with UFA 26.6.0.

**YUKON LAND USE PLANNING COUNCIL**

**Mandate**

The Yukon Land Use Planning Council("the Council") shall make recommendations to Government and affected Yukon First Nations pursuant to UFA 11.3.3 and 11.9.2.

**Organizational Structure**

The Council shall be established at the effective date of Settlement Legislation.

The Council shall be made up of one nominee of the Council for Yukon Indians, one nominee of Yukon and one nominee of Canada. The Minister of Indian Affairs and Northern Development shall appoint the nominees (UFA 11.3.2).

The provisions of UFA 2.12.2 shall apply to the Council.

**Operations**

The Council shall maintain in Yukon, the facilities and administrative and planning support required to carry out its activities. The Council will establish a secretariat as soon as practicable after the establishment of the Council to assist the Council and the Regional Land Use Planning Commissions ("the Commissions") to carry out their functions under this chapter (UFA 11.3.4).

The role and activities of the Secretariat will be determined by the Council.

The Council shall propose a budget to the Minister of Indian Affairs and Northern Development for the development of regional land use plans and for its own administrative expenses. The budget approval process will respect the Council's discretion over the allocation of funds to be available to the Council under the Plan. Canada will pay the approved expenses of the Council. Canada will provide funding for Regional Land Use Planning Commissions as specified in Schedule 1 of the Plan and as described in Yukon First Nations Final Agreement Implementation Plans.

**Activities**

The Council shall make recommendations to Government and to each affected Yukon First Nation on matters pursuant to UFA 11.3.3. The activities in UFA 11.3.3 shall be carried out in consultation with Yukon First Nations and Government.

These discussions should address the number of and the length of time to complete regional land use plans, and other matters identified in UFA Chapter 11.

The Council shall convene a meeting no later than 60 days after the establishment of the Council.

The Council shall convene an annual meeting with the chairpersons of all Commissions to discuss land use planning in the Yukon.

**YUKON HERITAGE RESOURCES BOARD**

**Mandate**

A Yukon Heritage Resources Board ("the Board") shall be established as of the effective date of Settlement Legislation to make recommendations respecting the management of Moveable Heritage Resources and Heritage Sites to the Minister of Tourism (Yukon), the Minister of Environment (Canada) and Yukon First Nations (UFA 13.5.1). The Yukon Heritage Resources Board may also be asked to make determinations pursuant to Umbrella Final Agreement 13.3.2.1 and 13.3.6.

**Organizational Structure**

The Yukon Heritage Resources Board shall be comprised of ten members (UFA 13.5.1).

Yukon shall nominate five appointees, one of whom shall be selected in consultation and concurrence with Canada.

Council for Yukon Indians shall nominate five appointees.

The Yukon Minister of Tourism shall appoint the nominees to the Yukon Heritage Resources Board (Umbrella Final Agreement 2.12.2.3, 2.12.2.4).

The provisions of 2.12.2 of the Umbrella Final Agreement shall apply to the Yukon Heritage Resources Board.

**Operations**

Pursuant to UFA 2.12.2.8, the Yukon Heritage Resources Board shall prepare an annual budget for approval by the Yukon Minister of Tourism. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan.

The Yukon Heritage Resources Board and the Yukon Geographical Place Names Board will operate with shared secretarial/administrative support, for which each will contribute resources from its operating budget. The amounts contributed annually by

each Board will be commensurate with the amount of support each expects to require during that budget year.

**Activities**

The Yukon Heritage Resources Board shall undertake activities pursuant to its responsibilities as set out in chapter 13 of the Umbrella Final Agreement, in particular UFA 13.3.2.1, 13.3.6, 13.3.7, 13.5.3, 13.5.4, 13.7.1, 13.8.4, and the obligations in chapter 10, in particular UFA 10.3.4 and 10.5.5 and the obligations as set out in the specific provisions of individual Yukon First Nation Final Agreements.

**Note**

Further information concerning activities associated with the Yukon Heritage Resources Board can be found in Activity Plans located in Annex A of the Yukon First Nation Final Agreement Implementation Plans, for the following referenced provisions:

UFA 10.3.3, 10.5.2, 13.3.2, 13.5.3.6, 13.7.1, 13.8.4;

First Nation of Nacho Nyak Dun Final Agreement Chapter 13, Schedule A, 1.2; Chapter 13, Schedule A, 3.3; and

Vuntut Gwitchin First Nation Final Agreement Chapter 13, Schedule B, 3.1.

**YUKON GEOGRAPHICAL PLACE NAMES BOARD**

**Mandate**

A Yukon Geographical Place Names Board shall be established as of the effective date of Settlement Legislation to consider and recommend the naming or renaming of places or features located within the Yukon (UFA 13.11.1 and 13.11.2).

**Organizational Structure**

The Yukon Geographical Place Names Board shall be comprised of six people.

Yukon shall nominate three appointees.

Council for Yukon Indians shall nominate three appointees.

The Yukon Minister of Tourism shall appoint the nominees to the Yukon Geographical Place Names Board.

The provisions of UFA 2.12.2 shall apply to the Yukon Geographical Place Names Board.

**Operations**

Pursuant to UFA 2.12.2.8, the Yukon Geographical Place Names Board shall prepare an annual budget for approval by the Minister of Tourism. The budget approval process will respect the Yukon Geographical Place Names Board's discretion over the allocation of funds to be available to the Yukon Geographical Place Names Board under the Plan.

The Yukon Geographical Place Names Board and the Yukon Heritage Resources Board will operate with shared secretarial/administrative support, for which each will contribute resources from its operating budget. The amounts contributed annually by each Board will be commensurate with the amount of support each expects to require during that budget year.

**Activities**

The Yukon Geographical Place Names Board shall undertake activities pursuant to its responsibilities as set out in chapter 13 of the Umbrella Final Agreement, in particular UFA 13.11.1 to 13.11.4.

**Note**

Further information concerning activities associated with the Yukon Geographical Place Names Board can be found in Activity Plans located in Annex A of the Yukon First Nation Final Agreement Implementation Plans, for the following referenced provisions:

UFA 13.11.2 and 13.11.3.

**YUKON WATER BOARD**

**Mandate**

The Yukon Water Board ("the Board") shall fulfil the mandate set out in the Laws of General Application and the Settlement Agreements.

**Organizational Structure**

The Board is currently the Yukon Territory Water Board established under the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

The Council for Yukon Indians ("CYI") shall nominate one third of the members (three persons) to the Board. Canada and the Yukon shall each nominate one third of the members (three persons) to the Board. The Minister of Indian Affairs and Northern Development (the "Minister") shall appoint the nominees.

After the date of federal cabinet approval of the Umbrella Final Agreement and before the effective date of Settlement Legislation, the Minister will, pursuant to UFA 14.4.1, endeavour to appoint the nominees of CYI to Board positions which are vacant and are the responsibility of Indian and Northern Affairs Canada to fill.

On or after the effective date of Settlement Legislation, the Minister may terminate the appointment of an Indian and Northern Affairs Canada nominee if the termination is required to allow nominees of CYI to occupy the full complement of three positions.

The Chairperson and the Vice Chairperson shall be appointed pursuant to UFA 14.4.2.

The provisions of UFA 2.12.2. shall apply to the Board.

**Operations**

The Board shall operate pursuant to the Laws of General Application and pursuant to the Settlement Agreements.

The Board budget shall be the responsibility of Canada. The Board shall submit a budget to the Minister or the Minister's delegate for approval. The budget approval process will respect the Board's discretion over the funds made available to it to meet its incremental costs. Canada shall, in accordance with the approved budget, provide funding for the incremental costs of the Board.

**Activities**

In addition to the activities required under the Laws of General Application, the Board shall undertake activities described by UFA 14.7.4, 14.8.3, 14.9.1, 14.11 and 14.12.

The Board may convene a policy hearing at any time with respect to the activities described by the Umbrella Final Agreement.



**FISH AND WILDLIFE MANAGEMENT BOARD**

**Mandate**

A Fish and Wildlife Management Board shall be established, as of the effective date of Settlement Legislation, as the primary instrument of Fish and Wildlife management in the Yukon (Umbrella Final Agreement 16.7.1).

The Fish and Wildlife Management Board, acting in the public interest and consistent with this chapter and taking into consideration all relevant factors including recommendations of the Councils, may make recommendations to the Minister, to Yukon First Nations and to the Councils, on all matters related to Fish and Wildlife management, Legislation, research, policies, and programs (Umbrella Final Agreement 16.7.11).

The Fish and Wildlife Management Board may make recommendations pursuant to Umbrella Final Agreement 16.7.12.

**Organizational Structure**

The Fish and Wildlife Management Board shall be comprised of twelve members.

Yukon shall nominate six members, one of whom shall be selected in consultation and concurrence with Canada (Umbrella Final Agreement 16.7.2).

Yukon First Nations shall nominate six members, by causing the Council for Yukon Indians to make the nominations on behalf of Yukon First Nations after consultation with Yukon First Nations (Umbrella Final Agreement 16.7.2).

The Yukon Minister of Renewable Resources shall appoint the nominees to the Fish and Wildlife Management Board (Umbrella Final Agreement 2.12.2.3, 2.12.2.4).

The majority of representatives of Government and the majority of representatives of Yukon First Nations shall be Yukon residents (Umbrella Final Agreement 16.7.4).

One third of the initial appointments to the Fish and Wildlife Management Board shall be made for three years, one third for four years, and one third for five years.

Thereafter, appointments to the Fish and Wildlife Management Board shall be for five years (Umbrella Final Agreement 16.7.5).

All appointments to the Fish and Wildlife Management Board shall be during good behaviour (Umbrella Final Agreement 16.7.5).

The provisions of Umbrella Final Agreement UFA 2.12.2 shall apply to the Fish and Wildlife Management Board.

**Operations**

The Fish and Wildlife Management Board shall determine its own procedures for selecting its chairperson from its membership (Umbrella Final Agreement 16.7.3).

The Yukon Minister of Renewable Resources shall appoint the chairperson selected by the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.3).

In the event that the Fish and Wildlife Management Board fails to select a chairperson within 60 days of the position being vacant, the Yukon Minister of Renewable Resources shall appoint a chairperson from the membership of the Fish and Wildlife Management Board after consultation with the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.3.1).

The Fish and Wildlife Management Board may establish an executive secretariat to provide administrative support to the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.7).

The Fish and Wildlife Management Board shall be accountable to the Yukon Minister of Renewable Resources for its expenditures (Umbrella Final Agreement 16.7.8).

The Fish and Wildlife Management Board shall prepare an annual budget, subject to approval by the Yukon Minister of Renewable Resources. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan (Umbrella Final Agreement 16.7.9).

A first year budget and a multi-year financial forecast for the Fish and Wildlife Management Board, excluding the Salmon Sub-Committee, is attached.

**Activities**



**SALMON SUB-COMMITTEE**

**Mandate**

A Salmon Sub-Committee (the "Sub-Committee") shall be established as the main instrument of Salmon management in the Yukon (UFA 16.7.17).

**Organizational Structure**

The Sub-Committee shall be established by the Fish and Wildlife Management Board as soon as practicable.

The Fish and Wildlife Management Board shall assign from its membership one nominee of Yukon First Nations and one nominee of Government to the Sub-Committee.

The Minister of Fisheries and Oceans (the "Minister") shall nominate two additional members to the Sub-Committee.

For the Yukon River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Yukon River drainage basin.

For the Alsek River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Alsek River drainage basin.

For the Porcupine River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Porcupine River drainage basin.

When the Sub-Committee is dealing with matters affecting more than one of the drainage basins identified in UFA 16.7.17.3 to 16.7.17.5, the members appointed to represent those basins may sit on the Sub-Committee, provided that the total number of votes to be exercised by those members shall not exceed two.

Appointments to the Sub-Committee by the Board shall be for the term held by that appointee on the Board.

The additional appointments to the Sub-Committee by the Minister and by Yukon First Nations shall be for five years. All appointments to the Sub-Committee shall be during good behaviour.

The Board shall appoint a chairperson, after Consultation with the Sub-Committee, from the membership of the Sub-Committee. In the event the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Sub-Committee after Consultation with the Sub-Committee.

The provisions of UFA 2.12.2 shall apply to the Sub-Committee.

**Operations**

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

The Sub-Committee shall prepare an annual budget and submit it to the Fish and Wildlife Management Board for approval by the Minister. The budget approval process will respect the Sub-Committee's discretion over the allocation of its funds to be available to the Sub-Committee under the Plan. Canada shall pay the approved expenses of the Sub-Committee. A first year budget and a multi-year financial forecast is attached.

**Activities**

The Sub-Committee shall undertake activities pursuant to its obligations as set out in UFA chapter 16, in particular UFA 16.7.17, 16.8.0, and 16.10.0.

Regular semi-annual meetings, in-season and basin meetings pertinent to the Yukon, Porcupine and Alsek Rivers will be held by the Sub-Committee.

SALMON SUB-COMMITTEE

First year budget and multi-year Financial forecast

Year After Settlement Legislation

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
HONORARIA: Members	45,400	45,400	45,400	45,400	45,400	45,400	45,400	45,400	45,400	45,400
Chair	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900	15,900
BOARD:										
Travel	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600
Meals	8,639	8,639	8,639	8,639	8,639	8,639	8,639	8,639	8,639	8,639
Accommodation	13,855	13,855	13,855	13,855	13,855	13,855	13,855	13,855	13,855	13,855
Meeting Rooms	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960
INFORMATION	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
PROFESSIONAL SERVICES	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
TRAINING	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
TOTAL:	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

DISPUTE RESOLUTION BOARD

Mandate

The Dispute Resolution Board (the "Board") shall provide a comprehensive dispute resolution process to resolve disputes which arise out of the interpretation, administration or implementation of Settlement Agreements or Settlement Legislation and to facilitate the out-of-court resolution of disputes in a non-adversarial and informal atmosphere.

Organizational Structure

The Board shall be comprised of three persons appointed jointly by the Council for Yukon Indians (CYI) and Government (UFA 26.5.1).

Upon 30 days notice by a party to the UFA of its readiness to establish the Board, the parties to the Umbrella Final Agreement are to agree on the membership of the Board.

If the Parties do not jointly agree on the membership of the Board, the Parties shall follow the procedures set out in UFA 26.5.2.1 - 26.5.2.4.

The chairperson to the Board shall be selected in accordance with UFA 26.5.2.1 and/or 26.5.2.2.

The Board may create the Dispute Resolution Panel. The total number of persons on the Panel, including members of the Board, is not to exceed 15 (UFA 26.5.3).

The provisions of UFA 2.12.2 shall apply to the Board.

Operations

The Board shall maintain facilities and provide administrative support to fulfil its mandate. The Board may wish to investigate the sharing of common services with other Boards.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

The Board shall prepare an annual budget for the administrative costs of the Board and Panel and it shall submit the budget for review and approval by the Minister of Indian Affairs and Northern Development. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan.

### Activities

The Board shall, as soon as practicable after the Board is established, notify the parties to the UFA of its intention to develop rules and procedures governing mediation and arbitration. The Board shall invite the Parties to participate in the process. The Board may send proposed rules and procedures to the Parties who will have a reasonable opportunity to present views.

The Board shall plan and develop a training program so that Panel members receive the necessary training in mediation and arbitration principles and techniques. The Board may consult with the Training Policy Committee on the training program. The Board shall develop the training program as soon as practicable.

The Board shall appoint persons, including its own members, to the Dispute Resolution Panel and shall maintain a roster of mediators and arbitrators from those persons who are appointed members of the Panel. The Parties should consider appointing persons to the Board with experience in the field of dispute resolution. The Board shall set from time to time the fees to be charged for Panel members' services. (UFA 26.5.3, 26.5.4, 26.6.2 and 26.7.2)

Upon the dissolution of the Enrollment Commission, the Board, in addition to its powers and duties under chapter 26, shall undertake the activities associated with UFA 3.10.4; 3.6.5.1; 3.6.5.9; 3.6.5.10; 3.6.5.11.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### PART 5

#### Budget Procedures and Financial Arrangements

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#### 1. Costing Guidelines for Board Budgets

Honouraria - Chair @ \$300 per day  
Members @ 200 per day

except for Yukon Geographical Place Names Board Chair @ \$187.50 per day  
and Members @ \$125 per day

Travel - \$400 per trip (average)  
Per Diem - \$53 per day (food)  
Accommodation - \$85 per day  
Meeting Room - \$75 per day

2. If the Minister requests a Board to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.
3. Board budget submissions for the costs of mediation and regulatory and adjudicative hearings may reflect Board policy with respect to financial assistance through the Board for participation in its proceedings.

ANNEX C

INFORMATION STRATEGY

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CYI will implement a general information strategy to enhance community and public awareness of the provisions of the Umbrella Final Agreement and UFA Implementation Plan.

The information to be provided will be limited to a "general" approach focusing initially on the UFA and the UFA Implementation Plan. This strategy excludes information that may be required in relation to amendments of the UFA.

The Council for Yukon Indians Leadership will have the final authority in relation to the disbursement of funds for communications activities.

The communications activities of CYI will be coordinated with the communications activities of the other Parties and of the Boards and Commissions. Coordination of activities will ensure that costly duplication of communications activities is avoided.

**Process**

To facilitate coordination of activities and messages, the Parties shall undertake to share advance drafts of communications materials directed towards general public awareness produced under this strategy prior to release.

In addition, the Parties shall meet at least annually to discuss issues including communications activities of all Parties directed towards general public awareness, budgets and production schedules for the coming year.

**Activities**

The communications activities of CYI will focus on the following areas:

**Communication Facilitators Workshop:** Each Yukon First Nation will identify a person to act as a local communications facilitator. The workshop will address

providing facilitators with the necessary information to undertake local communication activities.

**Land Claims Briefing Book:** A briefing book will be developed and distributed to the Parties. Media will be provided the information through a media workshop.

**Video Aids:** At least two videos will be produced. These videos will be of broadcast quality and will be available for the use of the media.

**Advertising/Promotion:** A series of radio and television spots will be developed. These will be available for the use of all media. Additionally, press releases and story ideas for local media will be developed.

**Central Newsletter:** A newsletter will be developed on a regular basis and inserted in each issue of Dan Sha. Articles from this newsletter would also be available for publication by the other print media.

Information products which are represented to be the product of all Parties shall be approved by the Parties prior to release.

ANNEX D

**PROCESS TO IDENTIFY GOVERNMENT PROGRAMS WHICH  
SHOULD BE MODIFIED TO ASSIST IN THE  
IMPLEMENTATION OF SETTLEMENT AGREEMENTS (UFA 28.3.3.5)**

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As soon as practicable following the effective date of Settlement Legislation, representatives of Canada and Yukon will meet with representatives of Yukon First Nations. Canada, Yukon and Yukon First Nations will identify the existing Government programs, other than those training programs referenced in UFA 28.8.3, which may need to be modified to assist in the implementation of the Settlement Agreements. The parties will establish priorities for discussions of specific program sectors and programs which may require modification. Government program reviews will be adjusted to the greatest extent possible to accommodate the priorities established by the parties.

Within a reasonable period of time after the initial meeting, representatives of the parties will hold follow up meetings in order to consider in more detail Government and Yukon First Nation input with respect to specific program sectors and/or specific programs which may require modification. To the extent possible, Government and Yukon First Nations will propose, for discussion, specific modifications to existing programs. In the case of Government, the representatives participating in these meetings will be senior officials with program authority in relation to the sector(s) under discussion. These meetings may include Government policy and program delivery staff to assist the process with respect to any proposed modifications.

Within a reasonable period of time thereafter, which may vary depending on the nature and extent of the modification required, each Government will develop draft proposals for the substance and timing of program modifications. Prior to finalizing any proposals, the Governments will consult with the Yukon First Nation representatives.

Once Government has approved the program modifications, Government shall notify the parties providing:

- a description of the modifications that will be made to each program; and
- a schedule within which Government will implement the modifications.

Until the modifications to the identified programs have been completed, each Government shall provide annual progress assessments to the parties.

Federal programs may be modified in respect of their application in Yukon to assist in the implementation of Settlement Agreements in the Yukon.

The need to assist in the implementation of Settlement Agreements will be a policy consideration in the development of new Government programs.

ANNEX E

ARRANGEMENTS FOR TRAINING  
AND THE TRAINING POLICY COMMITTEE

---

Training Policy Committee

**1. Composition**

The Training Policy Committee ("the Committee") is to be composed as described in UFA 28.7.1 to 28.7.3. For implementation purposes, it is important to note that Committee members are representative of the nominating Parties and that Government nominees are to be senior officials with authority to represent Government in education and training matters. All required nominations to the Committee were made and approved prior to Government ratification of the Umbrella Final Agreement.

**2. Mandate**

The mandate of the Committee is set out in UFA 28.7.4 and is expected to be addressed as follows:

**(a) Training Plans**

The Committee shall assist and support CYI and Yukon First Nations to develop the training plans required for implementation of the UFA and Yukon First Nation Final Agreements.

The training plans are expected to identify the minimum skills and competencies which must be held by those who will work in implementing the agreements. Each Yukon First Nation training plan should match available skills and competencies held by Yukon First Nation members with the skills and competencies required for implementation of the agreements. Any resulting training gaps and the number of individuals desiring the required training should be identified.

The Committee should identify the urgent generic training needs of the largest possible number of Yukon First Nations and address those needs on a priority basis. Those needs not immediately addressed should be listed and prioritized for action.

It is expected that the CYI representatives on the Committee will consult with CYI and the Yukon First Nations prior to finalizing decisions in the Committee.

**(b) Training Programs**

The Committee should review all existing programs which can address the training requirements identified by the training plans and recommend changes to those programs in accordance with the needs and priorities for action. It is expected that program delivery may require change in order to facilitate enrollment and participation by individuals identified through the training plans.

Where program modification is not a feasible alternative to meet identified training needs, due to cost, timeliness or other factors, the Committee is expected to develop and negotiate the delivery of new training programs or activities that are appropriate.

The Committee is expected to investigate and, where appropriate, recommend the integration of existing training programs or support systems for those programs. The purpose is to minimize the need to establish new programs that require a net financial contribution from the Training Trust "(the Trust)".

In the review, modification, design or integration of training programs and activities, the Committee is expected to consider the values and culture of Yukon First Nation trainees, as well as the non-academic needs of trainees for transportation, day-care, housing, counselling, financial support and other support. These factors should be incorporated in the design of all training plans and programs.

**(c) Consultation and Co-ordination**

The Committee is expected to ensure there is an ongoing process in which Yukon First Nations are consulted and their input is solicited as Yukon First Nation Final Agreements are negotiated and concluded and implementation plans are developed. The purpose is to ensure that the needs of all Yukon First Nations are identified and met.

The Committee is expected to determine the training plans, training programs and related expenditures on the bases of fairness to all Yukon First Nations and of equity among them, regardless of the timing of the completion of each Yukon First Nation Final Agreement or Implementation Plan.

The Committee, by December 31, 1993, shall investigate and report to the Parties upon:



#### UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- (a) the possibility and desirability of establishing a one-window approach to meeting Yukon First Nation training needs, including the possibility of transferring to the Trust or some other appropriate financial vehicle the federal, territorial and Yukon College funds dedicated to the training of Yukon Indian People;
- (b) ways of increasing the co-ordination and cooperation among all the Boards and Committees charged with the provision of advice with respect to Yukon First Nation training, including the possibility of amalgamating all Yukon First Nation representation into one structure; and
- (c) ways of increasing the level of consultation with Yukon First Nations and response to Yukon First Nation needs through the implementation of existing or future labour force and training agreements between Canada and Yukon.

#### 3. Workplan

The workplan of the Training Policy Committee dated June 29, 1992 is attached to and forms a part of this Annex E.

#### 4. Funding and Administration

Canada will provide \$100,000 (1992\$) one-time as soon as practicable after the effective date of Settlement Legislation and \$75,000 (1992\$) per year for the activities of the Training Policy Committee in the discharge of its mandate outside the Trust. This sum will be delivered to and administered by CYI by way of unconditional grant.

It is expected that this funding will not be sufficient to enable the Committee and Yukon First Nations to properly develop training plans and to fully meet the training needs and program requirements which arise from the UFA and Yukon First Nation Final Agreements. The Parties should therefore work co-operatively to assist the Committee and Yukon First Nations to access available programs to those ends.

#### The Training Trust

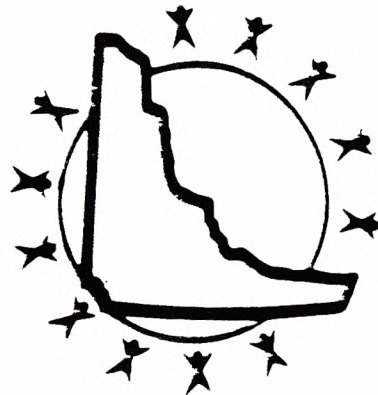
The Training Policy Committee is required to develop guidelines for the expenditure of money from the Trust and to expend Trust funds in accordance with the approved work plan.

It is understood that, on or before the effective date of Settlement Legislation, a suitable indenture to establish the Trust will be executed by the appropriate parties and that the contributions contemplated by the UFA will be made to the Trust.

#### UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

It is expected that, as a matter of policy, the Training Policy Committee will have recourse to the Trust fund only as a last resort for financing any training program, training activity or support service or program for Yukon Indian People who are trainees. The Committee should endeavour to secure funding from Government or private sources to meet training costs to the greatest possible extent.

Otherwise, it is expected that the only expenditures to be charged against the Trust fund by the Committee will be those expenditures which are authorized by the UFA and the trust indenture to be charged.



TOGETHER TODAY... FOR OUR CHILDREN TOMORROW

## COUNCIL FOR YUKON INDIANS

11 NISUTLIN DRIVE

WHITEHORSE, YUKON  
Y1A 3S4

TEL: (403) 667-7631

FAX: (403) 668-6577

### MEMORANDUM

Date: 8 March 1993  
To: Cheryl McLean  
Implementation Coordinator  
From: Nancy Sinnott, Chair  
Training Policy Committee  
RE: WORKPLAN - TPC

---

This will confirm that the workplan of the Training Policy Committee remains unchanged in spite of our review of the workplan in August and again in November of last year.

Revisions to the workplan would be necessary if the Yukon Land Claims Implementation Training Strategy was approved by the CYI's Leadership in October, 1992.

It is expected that the workplan will need minor revisions from time to time, however, the six objectives identified and their activities will continue to serve the TPC in its role as defined by Chapter 28 of the UFA.

If you should have any questions or concerns, please do not hesitate to call me at 996-2265.

NS/amp

cc: TPC Members  
TPC Coordinator

TRAINING POLICY COMMITTEE

WORK PLAN

92/06/29

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### WORK PLAN OBJECTIVES, TASKS AND ACTIVITIES

# TRAINING POLICY COMMITTEE WORK PLAN

## INTRODUCTION

Under the Umbrella Final Agreement of the Land Claims Settlement, the Training Policy Committee is mandated to undertake several important responsibilities. One of these responsibilities is the development of a work plan to be submitted to the parties to the Agreement. This work plan is to guide the Training Policy Committee in the accomplishment of their mandate.

This document represents a work plan as approved in principle by the Training Policy Committee on June 29, 1992. The document is composed of several sections in order to assist the reader and the personnel who will be responsible for implementing the activities included in the work plan itself.

The introduction is intended to give an overview to the document itself and briefly explain the contents and purpose of each section. Included in the introduction is a diagrammatic representation of the work plan and how the different sections were developed and organized. Working from the Umbrella Final Agreement, Chapter 28 and the mandate provided to the Training Policy Committee, six primary objectives were developed, from which discrete tasks then individual activities were identified. Following this exercise, an action plan was prepared for each objective, task and activity which included costs, timeframes, recommended processes for accomplishing and the assignment to the appropriate personnel.

The second section includes two "Work Plan Guidelines". One details the process the Training Policy Committee will undertake in approving, reviewing and revising the work plan. The second guideline outlines the requirements for a policy and procedures manual.

The third section provides for the complete work plan arranged by objective, tasks and activity. The objectives are arranged chronologically. In later sections the tasks and activities are arranged chronologically.

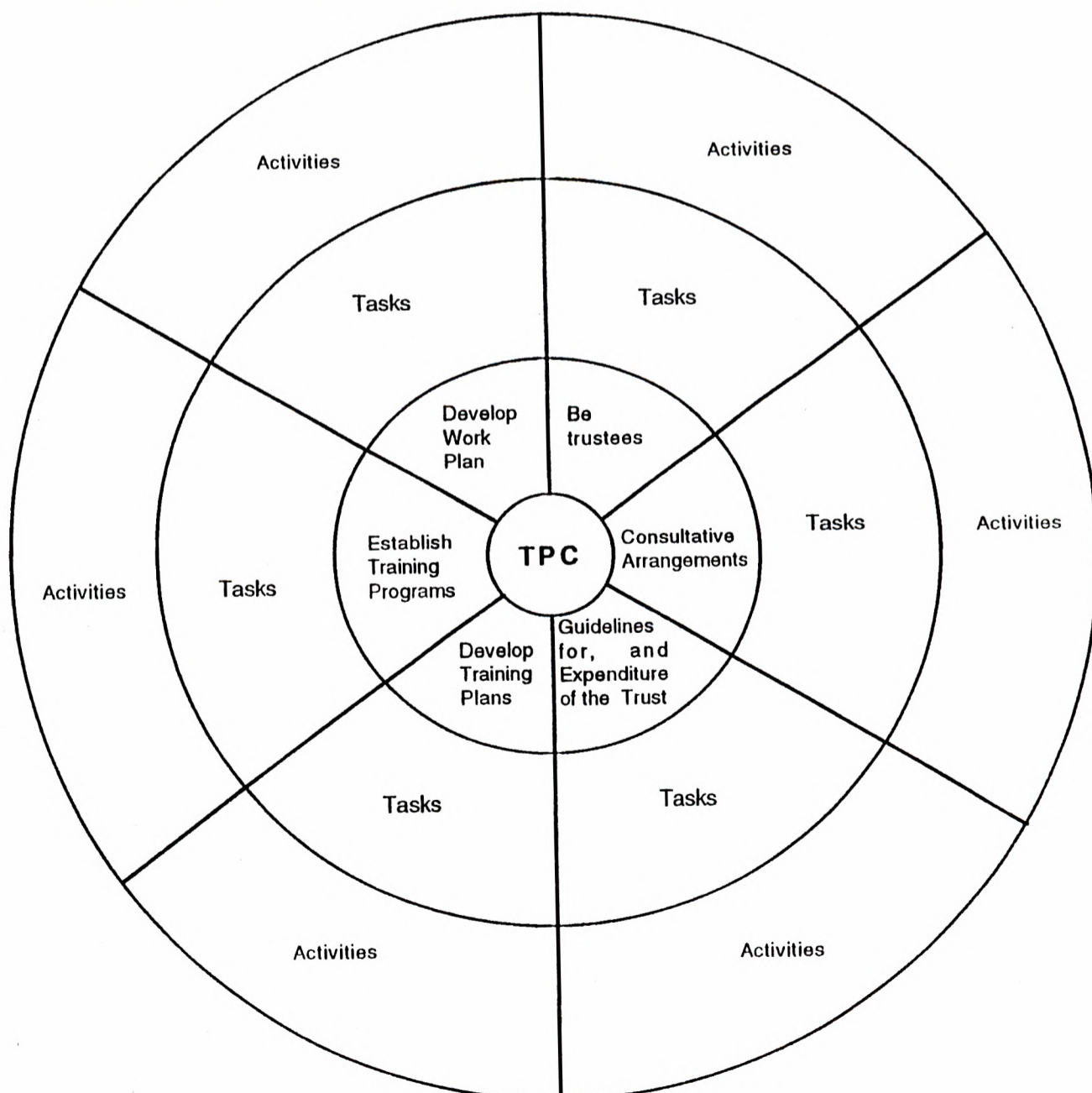
The fourth section provides for a diagrammatic and tabular representation of the tasks required to complete each objective. These tasks are arranged chronologically.

The fifth section provides the complete action plan, including responsibility assignment, recommended process for undertaking the activity, timelines and estimated costs.

The sixth section outlines the anticipated budget requirements for the accomplishment of the entire work plan. Modifications may be required depending on the management structures which may be approved by the Training Policy Committee.

It is important to note that other documents have been prepared by the Training Policy Committee to guide its work. Of particular note, is the Training Policy Committee mandate statement which details the guiding principles under which it is to operate.

## TRAINING POLICY COMMITTEE OBJECTIVES



## WORK PLAN GUIDELINES

Page 3

### TRAINING POLICY COMMITTEE

#### WORK PLAN GUIDELINES

1. Study all the tasks and activities of the workplan for each objective to determine if they adequately meet the requirements of each objective.
2. Analyze the tasks and activities individually to determine which can be completed by:
  - the TPC immediately without assistance;
  - the TPC with training;
  - the TPC with assistance of professionals;
  - assigning the work to a consulting firm;
  - an employee of the TPC; or
  - by other working groups or individuals as deemed appropriate.
3. Obtain assistance, as necessary, to achieve the approved objectives by:
  - determining training and/or professional needs;
  - outlining appropriate training or position descriptions;
  - preparing proposals as required;
  - securing funding;
  - advertizing;
  - interviewing, selecting and orienting (cultural and organizationally) persons/firms;
  - monitoring and evaluating training or assistance
4. Assign and monitor tasks and activities of the workplan for each objective which will include:
  - the assignment of initial tasks and activities as appropriate with deadlines for completion
  - the evaluation of initial tasks and activities prior to deadlines and provide for revisions as required
  - the assignment of remaining and/or revised tasks and activities
  - the evaluation of any remaining tasks and activities and provide for revisions as required

(revised -92/06/11)

## TRAINING POLICY COMMITTEE

### WORK PLAN GUIDELINES - II

1. Research and document the guiding principles of the organization
2. Research other foundations/trust funds/developmental organizations/societies within and outside of the Yukon for models which have similar capabilities to the TPC.
3. Research the legal requirements of a policy and procedure manual as set in various labour and corporate legislation applicable in the Yukon.
4. Develop an appropriate personnel policy manual.
  - develop an appropriate procedural approach to each policy.
  - have the Trustees approve each personnel policy.
5. Develop an appropriate operational policy manual.
  - develop an appropriate procedural approach to each policy.
  - have the Trustees approve each operational policy.
6. Develop an appropriate programming policy manual.
  - develop an appropriate procedural approach to each policy.
  - have the Trustees approve each programming policy.
7. Implement the approved policy manual with the corresponding procedures.
8. Test the policies over a specific period of time. ( NOTE: Resist changing policy, but instead adjust procedures as necessary -- management responsibility).
9. Change policy only as a result of philosophic adjustment within the organization.

(revised 92/06/16)

## TRAINING POLICY COMMITTEE

Page 5

### OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN

### WORK PLAN (92/06/12)

#### TASK 1:

To determine the objectives to be undertaken by the TPC

#### Activities:

1. review the mandate of the TPC as provided for in the UFA, Chapter 28
2. prioritize individual mandate items chronologically
3. identify for each mandated item, an objective for implementation
4. identify and review any additional objectives which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to achieve the objective

#### TASK 2:

To determine the tasks involved in each of the objectives set for the TPC

#### Activities:

1. analyze each objective and identify separate tasks which need to be undertaken to accomplish the objective
2. prioritize and list the tasks chronologically
3. identify and review any additional tasks which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the task

#### TASK 3:

To determine the activities needed to implement each task identified for the objective

#### Activities:

1. analyze each task and identify required activities which need to be undertaken to accomplish the task
2. prioritize and list the activities chronologically
3. identify and review any additional activities which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the activity

WORK PLAN (92/06/12)

**TASK 4:**  
To develop actions plans from the objectives, tasks and activities

- Activities:**
1. review and chart activities which have already been completed and new activities yet to be completed
  2. determine timeframes, process, assignments, resources and expected outcomes of each task yet to be completed
  3. review all activities to determine the inter-relationships between them
  4. determine immediate activity priorities

**TASK 5:**  
To submit the workplan

- Activities:**
1. review, revise and approve draft workplan
  2. submit draft workplan to IPWG for review and recommended revisions
  3. revise workplan
  4. submit finalized workplan to IPWG

**TASK 6:**  
To maintain a current workplan

- Activities:**
1. monitor the approved final workplan through those persons or bodies responsible for each activity
  2. evaluate the approved workplan at each regular TPC meeting
  3. revise and/or update workplan as necessary

**OBJECTIVE 2:  
TO BE TRUSTEES OF THE TRUST**

WORK PLAN (92/06/12)

**TASK 1:**  
To research and obtain initial and ongoing orientation and training for the TPC

- Activities:**
1. research and obtain initial training or assistance for all TPC members to become knowledgeable about the legal responsibilities and requirements of Trustees
  2. research, obtain and provide ongoing training for all TPC members in the skills of:
    - board roles, responsibilities and authorities
    - board decision-making;
    - oral and written communications;
    - financial matters;
    - adult education techniques and programs;
    - and other relevant areas as required
  3. research and obtain initial training or assistance for all TPC members to have an understanding of inter-cultural attitudes and issues
  4. research, obtain and provide ongoing orientation and training for all new TPC members on the operational requirements of the TPC with respect to:
    - legal issues and
    - inter-cultural needs
  5. evaluate the skills of TPC members to determine future needs and to revise ongoing training

**TASK 2:**  
To establish the role of the TPC

- Activities:**
1. approve and sign the Trust document establishing the Trust Fund
  2. apply the workplan guidelines to revise, approve and assign tasks
  3. with professional advice, determine the appropriate role of the TPC (foundation or other structure)
  4. determine a one year interim role for the TPC, based on the UFA and the Trust document
  5. evaluate and revise the interim role of the TPC in consultation with FNs during the first year
  6. through an analysis of information gathered through practice and evaluations and through consultation with FNs during the first year, determine the long-term role of the TPC

WORK PLAN (92/06/12)

TASK 3:

To develop and establish policy and processes for the effective operation of the TPC

Activities:

1. research and develop appropriate policies (in draft) in accordance with the Work Plan Guidelines
2. request and obtain FNs advice on the proposed policies
3. revise as necessary and adopt policies as working documentation
4. design and approve appropriate procedures for the policies
5. develop an appropriate policy and procedures manual for ongoing usage

TASK 4:

To secure funding and resource commitments for trustees' participation on the TPC

Activities:

1. based on the workplan, determine the time and other commitments of each of the trustees for the initial year of operation
2. based on proposed activities, determine the first-year expenditures of actual and in-kind costs for the operation of the TPC
3. develop the first annual budget of the TPC in consultation with the governments represented on the TPC
4. determine assured resources for actual and in-kind costs for the first year of operation
5. determine the need for more resources for first year operations and seek approval for these resources from governments or others
6. using a consultative process, develop a tentative 3-year budget (for years 2-4) for the operation of the TPC, based on the workplan and activities planned and completed in the first year
7. by the middle of the first year of operation, seek and obtain approval for funds from relevant agencies or governments for the budget of the TPC for the following three years

WORK PLAN (92/06/12)

TASK 5:

To provide for TPC members and others to carry out their responsibilities to the TPC in their traditional languages

Activities:

1. design a written policy for TPC responsibilities in carrying out this task which considers the following activities:
2. upon the request of an aboriginal member of the TPC for traditional language services, determine the necessity for, and feasibility of, providing the services to carry out responsibilities in a traditional language for that member or other person making representation to the TPC
3. determine the resources available to provide oral and written translation services to the TPC, and the costs to the TPC if any

TASK 6:

To effectively communicate the activities and decisions of the TPC (including the annual report)

Activities:

1. in consultation with FNs and other agencies and governments determine:
  - the legal and other requirements for communications;
  - which activities and decisions require communicating;
  - how these activities and decisions should be communicated;
  - to whom these should be communicated; and
  - when and how often they should be communicated
2. write communications policies and strategies which outline the procedure for regular and unusual communications processes
3. prepare and distribute the annual report as part of the communications requirement
4. provide a budget for the communications strategy
5. review and revise the communications policy as required



**OBJECTIVE 3:  
TO ESTABLISH CONSULTATIVE  
ARRANGEMENTS BETWEEN GOVERNMENT  
AND FIRST NATIONS**

**WORK PLAN (92/06/12)**

**TASK 1:**  
  
To determine what is meant by "consultative arrangements" and "one window approach"

- Activities:**
1. clearly define through brainstorming and consensus of the committee what is meant by "consultative arrangements" and "one window approach" (decision-making vs. information/resource provision)
  2. consult, within a limited timeframe, with FNs, governments and agencies to determine if the definitions of the TPC are supported by those involved in, or affected by, consultative arrangements and a one window approach
  3. revise definitions according to input if necessary
  4. record definitions into the policy manual for reference
  5. revise definitions as needed

**TASK 2:**  
  
To determine why consultative arrangements and a one-window approach are necessary and with whom

- Activities:**
1. with reference to the role of the TPC and the workplan, list the governments, agencies and other bodies and individuals that are, or will be, involved in the work of the TPC
  2. determine the level of involvement of the TPC with the various bodies and individuals
  3. prioritize the various bodies and individuals by importance to the workplan by determining those bodies and individuals which will provide maximum benefit for accomplishing the workplan of the TPC

**WORK PLAN (92/06/12)**

**TASK 3:**  
  
To determine how consultative arrangements and a one-window approach will be established

- Activities:**
1. research and determine the most efficient means of consulting with the prioritized bodies and individuals within the definitions of consultative arrangements and one-window approach agreed upon
  2. consider the establishment of interim one-window structures, with appropriate membership, to assist the TPC in accomplishing its immediate tasks (technical and consultative)
  3. determine policy for the interim structures including:
    - length of operation;
    - reporting requirements;
    - authorities;
    - membership; and
    - operations
  4. evaluate the interim consultative arrangements and one window approach
  5. based on the evaluation of the interim structures and the previous research, determine the most appropriate methods for long-term consultation and provision of one-window services

**OBJECTIVE 4:  
TO DEVELOP GUIDELINES FOR EXPENDITURE  
FROM THE TRUST AND EXPEND FUNDS IN  
ACCORDANCE WITH THE WORKPLAN**

**WORK PLAN (92/06/12)**

**TASK 1:**

To establish policy and procedure for expenditure of the Trust Fund

**Activities:**

1. research legal trust restrictions applicable to the Trust Fund
2. research and record previously set guidelines on Trust Fund usage as established by:
  - leadership
  - Elder's Council
  - parties to the Agreement
  - IPWG
  - TPC, etc.
3. consult FNs with respect to previous experiences with access to funding for the purposes of recommending an appropriate funding process for the Trust Fund
4. design access/request format and process
5. field test format and process
6. revise initial format and process
7. in consultation with FNs develop, with respect to fund usage;
  - values statements
  - policy
  - trust fund distribution criteria and
  - procedures for access
8. communicate statements on fund usage to all FNs, governments and public (interpretive guide to explain policy and procedures)

**TASK 2:**

To determine the amount of funds in the Trust that are available for expenditure

**Activities:**

1. analyze the funds available
2. Catalogue existing funding sources currently being accessed, and potential for access, by FNs and CYI by:
  - researching all federal, territorial, local and private sources
  - documenting access methodology
  - current funding levels
  - and historical funding responses.

**WORK PLAN (92/06/12)**

**TASK 3:**

To develop procedures for the investment of the Trust Fund

**Activities:**

1. determine the legal and other limitations to the investment of the Trust Fund
2. research appropriate investment strategies (FNs values and standards to be maintained)
3. select preferred strategies - list benefits and limitations of each
4. consult with FNs to select the most preferred strategy
5. determine and establish procedures for the investment strategy
6. develop procedures for monitoring and reporting on TTF investments

**TASK 4:**

To establish an appropriate accounting and reporting mechanism for the expenditure of the Trust Fund

**Activities:**

1. determine the legal and other requirements for reporting on, and accounting of trust expenditures
2. establish policy with respect to accounting procedures
3. establish accounting practices
4. establish policy with respect to reporting expectations
5. establish reporting format
6. determine expected reporting timeframes
7. establish approval/rejection criteria and process for FNs and the parties to the Agreement to respond to the TPC's reporting of expenditures

WORK PLAN (92/06/12)

TASK 5:

To evaluate and respond to requests for fund expenditures according to approved workplan

Activities:

1. establish criteria for selection of requests
2. establish critical dates for the receipt by TPC of applications and proposals
3. establish receipt and confirmation of receipt procedures
4. develop policy and procedures
5. communicate and consult with FNs on the policy and procedures
6. receive proposals and review for completeness with the proposer
7. evaluate and approve or reject requests based on approved policies, procedures and criteria
8. based on the evaluation, develop any recommendations to other training or funding programs
9. determine the appropriate payment (and payment schedule) to be made from the Trust Fund for approved projects
10. communicate with proposer regarding the results of the proposal review
11. if successful, communicate with the proposer regarding the reporting and monitoring requirements
12. evaluate all approved projects on a regular basis
13. evaluate and revise selection and response procedures on a regular basis in consultation with FNs

OBJECTIVE 5:  
DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA

WORK PLAN (92/06/12)

TASK 1:

To determine the skills required to implement the UFA

ACTIVITIES:

1. review the UFA document and identify all possible skill requirements for implementation
2. review UFA implementation plans and identify all possible skill requirements
3. review any FN Agreements and implementation plans and note the skill requirements as identified by the FN
4. identify any gaps or overlaps between 1, 2, and 3 above
5. review findings of analysis with FNs and parties to the Agreement
6. analyze the skill requirements to determine generic and specific skill areas

TASK 2:

To determine the current skills existing among FNs

ACTIVITIES:

1. review the identified skill areas required for the implementation of the UFA
2. review and analyze current skill assessment data related to FNs that is available:
  - Statistics Canada
  - YTG Statistics Bureau
  - Individual FN assessments
  - various government departments, etc.
3. review existing data collection devices for cultural and Yukon relevancy
4. choose, or design, if necessary, an appropriate skill identification device which includes:
  - skill, interest and aptitude assessment
  - opportunity for employment
  - willingness of individual to commit to available positions or to training
  - assessment of the requirement for wellness and other social preparedness
5. based on the selected device and methodology, determine the most appropriate resource to conduct the assessment (employee, FN researchers, consulting agencies, etc.)
6. conduct the assessment and analyze the data
7. provide an analysis of existing skill levels, interests, aptitudes currently available among FNs and review this analysis with FNs and the parties to the Agreement.

WORK PLAN (92/06/12)

**TASK 3:**  
To determine the gap between required skills and available skills to identify training needs

- ACTIVITIES:**
1. conduct an analysis of the differences between what skills exist and what skills are required for UFA implementation
  2. review with FNs the skills analysis and then review individual FN skill development needs
  3. categorize the skill shortages and identify skill requirement areas with reference to the UFA
  4. individualize the training needs in FN communities and develop a FN HRD plan
  5. prioritize training needs with the FN

**TASK 4:**  
To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs

- ACTIVITIES:**
1. based on the TPC guiding principles, determine the nature and extent of information required to evaluate existing programs
  2. develop a training program evaluation tool
  3. solicit and obtain information on existing programs
  4. evaluate the ability of the existing training programs to meet the training needs identified for implementation
  5. recommend modifications or alternative programs
  6. facilitate, as required, the negotiation of modifications to programs for FNs, including:
    - costs
    - timelines
    - delivery mechanism and location
    - curriculum revision
    - instructor qualifications, etc.

WORK PLAN (92/06/12)

**TASK 5:**  
To develop a resource inventory of suitable programs

- ACTIVITIES:**
1. research and inventory existing suitable programs as to:
    - cost and availability
    - program parameters,
    - teaching or presentation methodology (reflect FN values) etc.
  2. cross reference the inventory with the training needs identified to determine the limitations of existing programs
  3. determine and prioritize programs required to meet training needs
  4. develop a strategy to provide required and suitable programs to meet the training needs
  5. communicate with FNs, the parties to the Agreement and the agencies responsible for providing appropriate training programs
  6. make further recommendations on programs and modifications required based on FN feedback

**TASK 6:**  
To prepare the Training Plan

- ACTIVITIES:**
1. obtain FNs training plans as source documents
  2. analyze FNs training plans to determine generic and specific training plan components
  3. assist FNs in the development and revision of their individual training plans for UFA and FNFA implementation
  4. consult with FNs to achieve consensus on the UFA implementation training plan requirements
  5. prepare UFA training plan and distribute to parties to the Agreement, FNs, IPWG, etc.

WORK PLAN (92/06/12)

**TASK 7:**  
To determine the requirements for funding of training plan requirements

- ACTIVITIES:**
1. prepare a costing analysis of the training plan by individual program and by delivery mechanism
  2. review for cost effectiveness/efficiency measures which may be possible

**TASK 8:**  
To analyze existing funding programs as to their ability to meet required training costs and recommend modifications or seek other funding

- ACTIVITIES:**
1. based on the guiding principles of the TPC, determine information required to evaluate existing funding programs
  2. design the data collection and evaluation instruments
  3. request and obtain information on existing funding programs
  4. evaluate ability of existing funding programs to meet training plan funding requirements
  5. recommend modifications to existing funding programs or seek alternate funding
  6. facilitate, when necessary, the negotiation of modifications to funding programs which may be required

**TASK 9:**  
To develop an inventory of suitable funding programs

- ACTIVITIES:**
1. research and inventory suitable funding programs including information on:
    - availability of funds
    - access methodology
    - proposal evaluation criteria, etc.
  2. analyze and develop a listing of training programs requiring funding for which existing or modified funding programs will not be able to address
  3. research alternate funding sources and methodologies (private foundations, experimental projects, etc.)
  4. communicate this information to individual FNs and agencies which have the mandate or responsibility to provide funding for the training plan

WORK PLAN (92/06/12)

**TASK 10:**  
To compare the inventories of suitable programs to suitable funding sources

- ACTIVITIES:**
1. compare the prepared inventory of suitable training programs with the inventory of suitable funding programs
  2. provide recommendations as to the "best fit" between the training programs and funding sources in order to maximize the effectiveness and efficiency of the funding available
  3. provide this information to FNs

**TASK 11:**  
To monitor the UFA implementation process to identify any modifications to the training plan that may be required

- ACTIVITIES:**
1. monitor all FN UFA implementation training which may or may not have been reviewed by the TPC
  2. review, with FNs, the training plans and identify any implementation activities that may not have been identified previous to implementation
  3. provide for regular review and, if necessary, any modification to the training plan
  4. monitor funding sources for new funding programs or changes to funding programs which may affect implementation training
  5. communicate the information on any changes to training needs and funding programs to FN's, funding agencies, deliverers of programs, parties to the Agreement, etc.

**WORK PLAN(92/06/12)**

**TASK 1:**

To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA

**Activities:**

1. based on a comparison of the training plan and the consultative arrangements, analyze the proposed programs and funding to determine which programs or funding can be negotiated as a responsibility or partial responsibility of agencies other than the TPC
2. carry out the necessary negotiations for programs to be established as a responsibility or partial responsibility of agencies other than the TPC
3. in selected programs provided through other agencies ascertain the feasibility of increasing the input and control by FNs
4. research alternative methods of program delivery (institutional structure, distance education, etc.)
5. through ongoing research and comparing the training plan and consultative arrangements, analyze programs through other agencies to determine which need modification to implement the training plan within FN objectives and principles
6. propose and establish modifications to programs prior to establishing new programs through other agencies
7. monitor and evaluate regularly all training programs established through agencies other than the TPC

**TASK 2:**

To determine the responsibility of the TPC for establishing training programs

**Activities:**

1. considering the interim and future roles of the TPC, and the prioritized training plan requirements, determine and prioritize the programs which are required, but are not available through agencies other than the TPC
2. determine the amount of funding available for establishing training programs through the TPC, taking into account:
  - the guidelines for expenditure of funds,
  - the annual budget, and
  - tasks in the workplan
3. determine the feasibility of the TPC to establish training programs
4. establish training programs initially as pilot projects
5. monitor and evaluate regularly all training programs established through the TPC

**WORK PLAN (92/06/12)**

**TASK 3:**

To seek and provide funding for training programs through the TPC and other agencies

**Activities:**

1. catalogue and assess the availability of funding on an ongoing basis and the availability of funding on an irregular short-term basis from the TPC and other agencies for all training programs, based on:
  - the guidelines for expenditures,
  - the data concerning available funding, and
  - the training requirements
2. as part of the annual budget deliberations in the year previous to the budget year, negotiate funding with other agencies through the established consultative arrangements, and determine funding available for programs through the TPC
3. determine and write policy and guidelines for providing funding to programs through other agencies or through the TPC
4. review and revise funding guidelines as needed

**WORK PLAN**

**SUMMARY AND TIMELINES**

TRAINING POLICY COMMITTEE

**WORK PLAN TIMELINES OVERVIEW**

REVISED -(92/06/12)

OBJ.		TIMELINES - FIRST YEAR AND ACTIVITIES											
	TASKS	1ST 4 MONTHS			2ND 4 MONTHS				3RD 4 MONTHS				ONGOING ACTIVITIES
1.	1	[Timeline bar]											
	2	[Timeline bar]											
	3	[Timeline bar]											
	4	[Timeline bar]											
	5	[Timeline bar]											
	6	[Timeline bar]											
2.	1	[Timeline bar]											
	2	[Timeline bar]											
	3	[Timeline bar]											
	4	[Timeline bar]											
	5	[Timeline bar]											
	6	[Timeline bar]											
3.	1	[Timeline bar]											
	2	[Timeline bar]											
	3	[Timeline bar]											
4.	1	[Timeline bar]											
	2	[Timeline bar]											
	3	[Timeline bar]											
	4	[Timeline bar]											
	5	[Timeline bar]											

WORK PLAN TIMELINES OVERVIEW

REVISED -(92/06/12)

OBJ.		TIMELINES - FIRST YEAR AND ACTIVITIES												
TASKS		1ST 4 MONTHS				2ND 4 MONTHS				3RD 4 MONTHS				ONGOING ACTIVITIES
5.	1													
	2													
	3													
	4													
	5													
	6													
	7													
	8													
	9													
	10													
	11													
6.	1													
	2													
	3													

TRAINING POLICY COMMITTEE

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
<b>OBJECTIVE 1:</b> TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN	<b>TASK 1:</b> To determine the objectives to be undertaken by the TPC  <b>TASK 2:</b> To determine the tasks involved in each of the objectives set for the TPC  <b>TASK 3:</b> To determine the activities needed to implement each task identified for the objective	<b>TASK 4:</b> To develop actions plans from the objectives, tasks and activities  <b>TASK 5:</b> To submit the workplan		
<b>OBJECTIVE 2:</b> TO BE TRUSTEES OF THE TRUST	<b>TASK 2:</b> To establish the role of the TPC  <b>TASK 6:</b> To effectively communicate the activities and decisions of the TPC (including the annual report)	<b>TASK 1:</b> To research and obtain initial and ongoing orientation and training for the TPC  <b>TASK 3:</b> To develop and establish policy and processes for the effective operation of the TPC  <b>TASK 4:</b> To secure funding and resource commitments for trustees' participation on the TPC		



WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
<b>OBJECTIVE 3:</b> TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
	<b>TASK 1:</b> To determine what is meant by "consultative arrangements" and "one window approach"  <b>TASK 2:</b> To determine why consultative arrangements and a one-window approach are necessary and with whom	<b>TASK 3:</b> To determine how consultative arrangements and a one-window approach will be established		
<b>OBJECTIVE 4:</b> TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN		<b>TASK 1:</b> To establish policy and procedure for expenditure of the Trust Fund	<b>TASK 3:</b> To develop procedures for the investment of the Trust Fund  <b>TASK 4:</b> To establish an appropriate accounting and reporting mechanism for the expenditure of the Trust Fund	

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
<b>OBJECTIVE 5:</b> DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
		<b>TASK 1:</b> To determine the skills required to implement the UFA	<b>TASK 2:</b> To determine the current skills existing among FNs	
<b>OBJECTIVE 6:</b> TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
<b>OBJECTIVE 1:</b> TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
<b>OBJECTIVE 2:</b> TO BE TRUSTEES OF THE TRUST				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
<b>OBJECTIVE 3:</b> TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
<b>OBJECTIVE 4:</b> TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
<b>OBJECTIVE 5:</b> DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
	<b>TASK 4:</b> To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs  <b>TASK 5:</b> To develop a resource inventory of suitable programs			<b>TASK 3:</b> To determine the gap between required skills and available skills to identify training needs
<b>OBJECTIVE 6:</b> TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
<b>OBJECTIVE 1:</b> TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
	<b>OBJECTIVE 2:</b> TO BE TRUSTEES OF THE TRUST			

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
<b>OBJECTIVE 3:</b> TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS			<b>TASK 5:</b> To evaluate and respond to requests for fund expenditures according to the approved work plan	
<b>OBJECTIVE 4:</b> TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN				

TRAINING POLICY COMMITTEE

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
<b>OBJECTIVE 5:</b> DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA	<b>TASK 6:</b> To prepare the Training Plan  <b>TASK 7:</b> To determine the requirements for funding of training plan requirements  <b>TASK 8:</b> To analyze existing funding programs as to their ability to meet required training costs and recommend modifications or seek other funding	<b>TASK 9:</b> To develop an inventory of suitable funding programs  <b>TASK 10:</b> To compare the inventories of suitable programs to suitable funding sources		
<b>OBJECTIVE 6:</b> TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN	<b>TASK 1:</b> To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA  <b>TASK 2:</b> To determine the responsibility of the TPC for establishing training programs		<b>TASK 3:</b> To seek and provide funding for training programs through the TPC and other agencies	

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
<p><b>OBJECTIVE 1:</b> TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN</p>	<p><b>TASK 6:</b> To maintain a current workplan</p>
<p><b>OBJECTIVE 2:</b> TO BE TRUSTEES OF THE TRUST</p>	<p><b>TASK 1:</b> To research and obtain initial and ongoing orientation and training for the TPC</p> <p><b>TASK 4:</b> To secure funding and resource commitments for the trustees' participation on the TPC</p> <p><b>TASK 5:</b> To provide for TPC members to carry out their responsibilities to the TPC in their traditional languages</p> <p><b>TASK 6:</b> To effectively communicate the activities and decisions of the TPC (including the annual report)</p>

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
<p><b>OBJECTIVE 3:</b> TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS</p>	
<p><b>OBJECTIVE 4:</b> TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN</p>	<p><b>TASK 2:</b> To determine the amount of funds in the Trust that are available for expenditure</p> <p><b>TASK 5:</b> To evaluate and respond to requests for fund expenditures according to the approved workplan</p>

WORK PLAN TIMELINES

REVISED - (92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
<p><b>OBJECTIVE 5:</b> DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA</p>	<p><b>TASK 11:</b> To monitor the UFA implementation process to identify any modifications to the training plan that may be required</p>
<p><b>OBJECTIVE 6:</b> TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN</p>	<p><b>TASK 3:</b> To seek and provide funding for training programs through the TPC and other agencies</p>

WORK PLAN

ACTION PLAN

ACTION PLANS (92/06/19)

**TASK 1:**

To determine the objectives to be undertaken by the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the mandate of the TPC as provided for in the UFA, Chapter 28	Working Group	Group review of UFA Ch. 28	1st month	Currently budgeted for through IPWG mandate
2. prioritize individual mandate items chronologically	Working Group	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate
3. identify for each mandated item, an objective for implementation	Working Group	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate
4. identify and review any additional objectives which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to achieve the objective	Working Group initially - in future will be done by TPC / Co-ordinator	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

ACTION PLANS (92/06/19)

**TASK 2:**

To determine the tasks involved in each of the objectives set for the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze each objective and identify separate tasks which need to be undertaken to accomplish the objective	Working Group	Group review and brainstorming - consensus	1st month	Currently budgeted for through IPWG mandate
2. prioritize and list the tasks chronologically	Working Group	Group input and assignment to individuals with group review and consensus	1st month	Currently budgeted for through IPWG mandate
3. identify and review any additional tasks which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the task	Working Group - initially but will be done in future by TPC /Coordinator as part of ongoing review of tasks	Group consensus	1st month and ongoing	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

**ACTION PLANS (92/06/19)**

**TASK 3:**

To determine the activities needed to implement each task identified for the objective

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze each task and identify required activities which need to be undertaken to accomplish the task	Working Group	Group review, brainstorming and consensus	1st to 2nd month	Currently budgeted for through IPWG mandate
2. prioritize and list the activities chronologically	Working Group	Analyze time requirements and limitations of TPC -research other similar activities -establish timeframes as necessary	2nd month	Currently budgeted for through IPWG mandate
3. identify and review any additional activities which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the activity	Working Group - initially but will be done in future by TPC /Coordinator as part of ongoing review of tasks	Review with Group initially -present to TPC and adjust as required in future	2nd month and ongoing	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

**ACTION PLANS (92/06/19)**

**TASK 4:**

To develop actions plans from the objectives, tasks and activities

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review and chart activities which have already been completed and new activities yet to be completed	Working Group	Working Group brainstorm, assignment to individuals of group - discussion and consensus	2nd month	Currently budgeted for through IPWG mandate
2. determine timeframes, process, assignments, resources and expected outcomes of each task yet to be completed	Working Group	Working Group brainstorm, assignment to individuals of group - discussion and consensus	2nd month	Currently budgeted for through IPWG mandate
3. review all activities to determine the inter-relationships between them	Working Group	Working Group review and assessment	2nd month	Currently budgeted for through IPWG mandate
4. determine immediate activity priorities	Working Group	Working Group review and assessment -consensus	2nd month	Currently budgeted for through IPWG mandate



ACTION PLANS (92/06/19)

TASK 5:  
To submit the workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review, revise and approve draft workplan	Working Group and TPC/Coordinator	Item by item analysis for flow of items and knowledge of community needs	2nd month	Currently budgeted for through IPWG mandate
2. submit draft workplan to IPWG for review and recommended revisions	TPC/Coordinator	Submit, meet and explain	2nd month	Currently budgeted for through IPWG mandate
3. revise workplan	Working Group and/or TPC Coordinator	Review and revise as required based on recommendations from IPWG and TPC	2nd month	Currently budgeted for through IPWG mandate
4. submit finalized workplan to IPWG	TPC/Coordinator	Submit, meet and explain	2nd month	Currently budgeted for through IPWG mandate

ACTION PLANS (92/06/19)

TASK 6:  
To maintain a current workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. monitor the approved final workplan through those persons or bodies responsible for each activity	TPC	Design and evaluation and monitoring tool -design monitoring policy -design and field test procedures -execute as required	2nd to 3rd month and ongoing	consultant to design instruments and process for evaluation and monitoring (Estimate:\$2,000)
2. evaluate the approved workplan at each regular TPC meeting	TPC and staff (Coordinator)	Use the developed tool and policies	2nd to 3rd month and ongoing	staff unless TPC wishes to use independent evaluations - cost will depend on the scope of the evaluation
3. revise and/or update workplan as necessary	TPC and staff (Coordinator)	Respond as required but within established policy . Change workplan only after several "tests" of the process and content	2nd to 3rd month and ongoing	Staff and TPC

**ACTION PLANS (92/06/19)**

**TASK 1:**

To research and obtain initial and ongoing orientation and training for the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and obtain initial training or assistance for all TPC members to become knowledgeable about the legal responsibilities and requirements of Trustees	TPC to contract with trainer/legal opinion	1 to 2 day workshop	After appointment of members - 1st month	Estimate - \$2,000
2. research, obtain and provide ongoing training for all TPC members in the skills required of a trustees/board member	TPC to utilize staff and contract for training as required	1 to 2 day workshops initially then training may become a part of each TPC agenda	1st month, then ongoing over the 1st year	Estimate - \$3,000 initially, then ongoing \$5,000 per year
3. research and obtain initial training or assistance for all TPC members to have an understanding of inter-cultural attitudes and issues	TPC to contract with trainers in cross-cultural awareness	1 to 2 day workshops initially then training may become a part of each TPC agenda	In the 1st two months, then ongoing over the life of the TPC	Estimate - \$3,000 initially, then ongoing \$5,000 per year
4. research, obtain and provide ongoing orientation and training for all new TPC members on the operational requirements of the TPC with respect to:  - legal issues and - inter-cultural needs	TPC to contract trainers and utilize staff as required	2 to 3 day workshop initially then training may become a part of each TPC agenda	On appointment of new members	Estimate \$2,000 per year
5. evaluate the skills of TPC members to determine future needs and to revise ongoing training	TPC and staff using a predetermined instrument	At the end of each training session and periodically at regular TPC meetings	After each training session	No extra costs expected other than initial design of training evaluation tool (Estimate \$1,000)

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 2:**

To establish the role of the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. approve and sign the Trust document establishing the Trust Fund	TPC and legal assistance	Contact all required signatories and establish meeting for signing	Immediately after approval of the parties to the Agreement	No extra expenditures anticipated - IPWG cost
2. apply the workplan guidelines to revise, approve and assign tasks	TPC and staff	Use guiding principles as approved by TPC	1st month	No cost anticipated beyond costs of TPC members to meet and staff costs
3. with professional advice, determine the appropriate role of the TPC (foundation or other structure)	TPC and staff	Seek advice from parties to the Agreement, other agencies with similar mandate, private foundations, legal advice	1st month	Minimal costs other than TPC staff search for advice
4. determine a one year interim role for the TPC, based on the UFA and the Trust document	TPC and staff	Use advice and mandate under the UFA and Trust document	1st to 2nd month	No costs anticipated beyond costs of TPC members to meet
5. evaluate and revise the interim role of the TPC in consultation with FNs during the first year	TPC, FNs, and staff	Consult with FNs, TPC to consider and establish interim role	Over 1st six to twelve months	Costs of consultation
6. through an analysis of information gathered through practice and evaluations and through consultation with FNs during the first year, determine the long-term role of the TPC	TPC and staff	Options for long-term role with benefits and problems of each. TPC to decide on best option at regular meeting	At the end of the 1st year	No costs anticipated beyond costs of TPC members to meet

**OBJECTIVE 2:**  
TO BE TRUSTEES OF THE TRUST

**ACTION PLANS (92/06/19)**

**TASK 3:**

To develop and establish policy and processes for the effective operation of the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and develop appropriate policies (in draft) in accordance with the Work Plan Guidelines	TPC, staff and professional advice	TPC sub-committee(?) in consultation with staff and professional advice	In 1st 3 months	No costs anticipated beyond staff costs unless activity is contracted to consultant
2. request and obtain FNs advice on the proposed policies	TPC, staff and FNs	Consultation with FNs (document draft?)	During 1st three months and ongoing	No costs anticipated except for costs of consultation - staff costs, mailing, telephone, etc.
3. revise as necessary and adopt policies as working documentation	TPC and staff - TPC	TPC meeting with material prepared by staff based on input	First 3 months and thereafter once per year	No costs anticipated beyond staff costs unless activity is contracted to consultant
4. design and approve appropriate procedures for the policies	TPC staff with professional advice	TPC staff to develop and submit for approval to TPC	In first 3 months then once per year	No costs anticipated beyond staff costs unless activity is contracted to consultant
5. develop an appropriate policy and procedures manual for ongoing usage	TPC staff with professional advice	Potential for a separate contract to be let with monitoring and support by TPC staff	In first three months with revision as required	Initial costs of consultant to prepare manual (Estimated - 3 to \$5,000)

**OBJECTIVE 2:**  
TO BE TRUSTEES OF THE TRUST

**ACTION PLANS (92/06/19)**

**TASK 4:**

To secure funding and resource commitments for trustees' participation on the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the workplan, determine the time and other commitments of each of the trustees for the initial year of operation	TPC	Analysis of Work Plan by individual TPC members and consensus on required commitments	1st month	No extra costs anticipated other than staff costs and TPC time
2. based on proposed activities, determine the first-year expenditures of actual and in-kind costs for the operation of the TPC	TPC staff and TPC Budget subcommittee? TPC members	Costing of activities to be prepared and presented by TPC staff and discussed and approved at TPC meeting	1st month	No extra costs anticipated other than staff costs and TPC time
3. develop the first annual budget of the TPC in consultation with the governments represented on the TPC	TPC staff, TPC subcommittee? -approval by TPC	TPC staff in consultation with parties to the Agreement	1st month	No extra costs anticipated other than staff costs and TPC time
4. determine assured resources for actual and in-kind costs for the first year of operation	TPC members and TPC staff	Based on budget, confirm with parties to the Agreement their contributions to TPC operation	1st three months	No extra costs anticipated other than staff costs and TPC time
5. determine the need for more resources for first year operations and seek approval for these resources. Revise budget.	TPC and staff	Based on budget, confirm with parties to the Agreement their contributions to TPC operation	1st three months	No extra costs anticipated other than staff costs and TPC time
6. using a consultative process, develop a tentative 3-year budget (for years 2-4) for the operation of the TPC, based on the workplan and activities planned and completed in the first year	TPC, FNs, parties to the Agreement (IPWG)	Based on budget, confirm with parties to the Agreement and FNs, their contributions to TPC operations	2nd half of 1st year	No extra costs anticipated other than staff costs and TPC time
7. by the middle of the first year of operation, seek and obtain approval for funds from relevant agencies or governments for the budget of the TPC for the following three years	TPC, parties to the Agreement	Based on budget, confirm with parties to the Agreement and FNs, their contributions to TPC operations	2nd half of 1st year	No extra costs anticipated other than staff costs and TPC time

TRAINING POLICY COMMITTEE

OBJECTIVE 2:  
TO BE TRUSTEES OF THE TRUST

ACTION PLANS (92/06/19)

**TASK 5:**  
To provide for TPC members and others to carry out their responsibilities to the TPC in their traditional languages

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. design a written policy for TPC responsibilities in carrying out this task which considers the following activities:	TPC and staff in consultation with professionals (Aboriginal Languages - YTG, Native Language Center, Etc.)	After consultation, staff to prepare policy for TPC approval (TPC policy sub-committee?)	1st 6 months	No costs anticipated other than staff costs for consultation
2. upon the request of an aboriginal member of the TPC for traditional language services, determine the necessity for, and feasibility of, providing the services to carry out responsibilities in a traditional language for that member or other person making representation to the TPC	TPC staff, TPC	Utilize policy developed and refer to TPC for decision	on request for service	Not applicable
3. determine the resources available to provide oral and written translation services to the TPC, and the costs to the TPC if any	TPC and staff in consultation with professionals (Aboriginal Languages - YTG, Native Language Center, Etc.)	TPC staff to prepare options for TPC decision	on request for service	Unable to determine at this time, but will require commitment from the parties to the Agreement for funding

OBJECTIVE 2:  
TO BE TRUSTEES OF THE TRUST

TRAINING POLICY COMMITTEE

ACTION PLANS (92/06/19)

**TASK 6:**  
To effectively communicate the activities and decisions of the TPC (including the annual report)

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. in consultation with FNs and other agencies and governments determine:  - the legal and other requirements for communications; - which activities and decisions require communicating; - how these activities and decisions should be communicated; - to whom these should be communicated; and - when and how often they should be communicated	TPC, staff and FNs and parties to the Agreement	Consultative process monitored by TPC staff	1st month	Staff costs and operational costs for consultation
2. write communications policies and strategies which outline the procedure for regular and unusual communications processes	TPC and staff (TPC sub-committee?) professional assistance on FN communications	Staff and sub-committee? prepare document with assistance for TPC approval	1st 2 months	Staff costs and costs for professional advice on communications strategy (Estimate- \$3 to \$4,000)
3. prepare and distribute the annual report as part of the communications requirement	TPC staff and professionals	TPC staff with contracts for preparation of the annual report (writing, printing etc.)	Annual distribution, however there will be a schedule of activities throughout the year for preparation of the report	Staff costs, production, printing and distribution Estimate 8 to \$10,000
4. provide a budget for the communications strategy	TPC staff (TPC sub-committee?)	TPC staff and TPC sub-committee -finance?	1st 2 to 3 months	Staff costs and TPC time
5. review and revise the communications policy as required	TPC staff for TPC	Staff to revise according to TPC direction and recommendations	As required - annual review?	Staff costs and TPC time

**ACTION PLANS (92/06/19)**

**TASK 1:**

To determine what is meant by "consultative arrangements" and "one window approach"

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. clearly define through brainstorming and consensus of the committee what is meant by "consultative arrangements" and "one window approach" (decision-making vs. information/ resource provision)	TPC	Brainstorm ideas and reach consensus as to the definitions	1st month	TPC time
2. consult, within a limited timeframe, with FNs, governments and agencies to determine if the definitions of the TPC are supported by those involved in, or affected by, consultative arrangements and a one window approach	TPC, FNs, parties to the Agreement, agencies with whom the TPC may have contact	Consultative process through document review and meetings to review definitions	1st two months	Staff and consultative costs (document preparation, mailing, telephone, etc.)
3. revise definitions according to input if necessary	TPC and staff	TPC staff and TPC sub-committee? based on consultation information	1st two months	Staff and TPC time
4. record definitions into the policy manual for reference	TPC staff	TPC staff to write definitions. After TPC approval record in policy manual	1st two months	Staff costs
5. revise definitions as needed	TPC and staff	On periodic review and consultation, staff to prepare revisions for TPC approval	As required	Staff costs and TPC time

**ACTION PLANS (92/06/19)**

**TASK 2:**

To determine why consultative arrangements and a one-window approach are necessary and with whom

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. with reference to the role of the TPC and the workplan, list the governments, agencies and other bodies and individuals that are, or will be, involved in the work of the TPC	TPC and staff	Staff to prepare initial listing of those involved with TPC and submit to TPC for revision	1st month	Staff costs and TPC time
2. determine the level of involvement of the TPC with the various bodies and individuals	TPC and staff	Staff to recommend level of involvement for submission to TPC for revision	1st month	Staff costs and TPC time
3. prioritize the various bodies and individuals by importance to the workplan by determining those bodies and individuals which will provide maximum benefit for accomplishing the workplan of the TPC	TPC and staff	Staff to recommend priority ranking for TPC review and revision	1st month	Staff costs and TPC time

**OBJECTIVE 3:**  
**TO ESTABLISH CONSULTATIVE**  
**ARRANGEMENTS BETWEEN**  
**GOVERNMENT AND FIRST NATIONS**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 3:**

To determine how consultative arrangements and a one-window approach will be established

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and determine the most efficient means of consulting with the prioritized bodies and individuals within the definitions of consultative arrangements and one-window approach agreed upon	TPC and staff	Consultation with prioritized bodies to determine and agree upon processes for future consultative arrangements Staff will undertake much of the requisite work	1st to 2nd month	Staff costs and TPC time
2. consider the establishment of interim one-window structures, with appropriate membership, to assist the TPC in accomplishing its immediate tasks (technical and consultative)	TPC and staff and professional advice	Staff, with professional advice, will recommend to the TPC, appropriate interim structures	2nd month	Staff costs and professional services (Estimated 2 to \$3,000)
3. determine policy for the interim structures including:  - length of operation; - reporting requirements; - authorities; - membership; and - operations	TPC and staff and professional advice	Using policy making guidelines, staff will prepare, with assistance, policy recommendations for TPC approval	2nd month	Staff costs and TPC time
4. evaluate the interim consultative arrangements and one window approach	TPC and staff with evaluation assistance	Recommend an independent evaluation be undertaken with monitoring by the staff	last 2 months of the first year	Staff costs for monitoring. Estimate for evaluation 5 to \$7,000
5. based on the evaluation of the interim structures and the previous research, determine the most appropriate methods for long-term consultation and provision of one-window services	TPC, staff and professional advice	Staff and TPC to review evaluation and, with assistance, design appropriate long-term structures and processes for ongoing consultation/service	by the end of the first year	Staff and TPC time. Estimate for professional services -3 to \$5,000

**OBJECTIVE 4:**  
**TO DEVELOP GUIDELINES FOR EXPENDITURE**  
**FROM THE TRUST AND EXPEND FUNDS IN**  
**ACCORDANCE WITH THE WORKPLAN**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 1:**

To establish policy and procedure for expenditure of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research legal trust restrictions applicable to the Trust Fund	TPC staff, legal assistance	Consultation by staff with legal opinion	2nd month	Staff costs and legal advice (Estimate 500 to \$1,000)
2. research and record previously set guidelines on Trust Fund usage as established by leadership, Elder's Council, parties to the Agreement, IPWG, TPC, etc.	TPC staff	Research past documentation and files, consultation with various bodies to confirm intent	2nd month	Staff costs and consultation costs (mail, telephone, etc.)
3. consult FNs with respect to previous experiences with access to funding for the purposes of recommending an appropriate funding process for the Trust Fund	TPC staff	Survey FNs to gather information then analyze in order to provide direction to Trust Fund access process	2nd to 3rd month	Staff costs and consultation costs (mail, telephone, etc.)
4. design access/request format and process	TPC staff or professional services	Based on information gathered, design and field test the format and process. These activities may be contracted out to professional services with monitoring by staff and TPC	2nd to 3rd month	Staff costs or professional services (Estimated 3 to \$5,000)
5. field test format and process	TPC staff or professional services		" "	
6. revise initial format and process	TPC staff or professional services		" "	
7. in consultation with FNs develop, with respect to fund usage; values statements, policy, trust fund distribution criteria and procedures for access	TPC staff or professional services	Based on the information gathered and the field test, staff will prepare a discussion document for TPC discussion and approval	3rd month	Staff costs and TPC time
8. communicate statements on fund usage to all FNs, governments and public (interpretive guide to explain policy and procedures	TPC staff with professional assistance	TPC staff to obtain professional assistance to prepare communications (see communications strategy)	3rd to 4th month	Staff costs, Communications costs (brochure?) and professional assistance (Estimate 2 to \$3,000)

**ACTION PLANS (92/06/19)**

**TASK 2:**

To determine the amount of funds in the Trust that are available for expenditure

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze the funds available	TPC staff, accountant/book keeping service	TPC staff to arrange for, in accordance with TPC fiscal policy, for accounting/ financial record management	Arrangements to be made prior to signing of the Trust document, then ongoing	Dependent on the abilities of TPC staff and accounting services costs (Estimate 4 to \$5,000 per year)
2. Catalogue existing funding sources currently being accessed, and potential for access, by FNs and CYI by:  <ul style="list-style-type: none"> <li>- researching all federal, territorial, local and private sources</li> <li>- documenting access methodology</li> <li>- current funding levels</li> <li>- and historical funding responses.</li> </ul>	TPC staff or professional services contract	TPC staff to prepare and monitor separate contract for the research and cataloguing of information	1st 3 to 6 months	Staff monitoring time and contract (Estimated cost of 10 to \$15,000)

**ACTION PLANS (92/06/19)**

**TASK 3:**

To develop procedures for the investment of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. determine the legal and other limitations to the investment of the Trust Fund	TPC staff with legal and accounting advice	TPC staff to obtain legal and accounting advice on service contract	3rd month	Staff time and 1 to \$2,000 for advice
2. research appropriate investment strategies (FNs values and standards to be maintained)	contract with investment advisor	TPC and staff to develop criteria for selection of investment advisor	3rd month	Staff time to monitor -Estimated costs for investment advisor -3 to \$5,000
3. select preferred strategies - list benefits and limitations of each	contract with investment advisor	Investment advisor to research and prepare documentation for TPC	3rd to 5th month	see above
4. consult with FNs to select the most preferred strategy	TPC staff	TPC staff to consult with FNs based on information from investment advisor	4th to 5th month	Staff time and consultative costs
5. determine and establish procedures for the investment strategy	TPC staff with advice of legal and accounting services	Based on preferred strategy - staff to work with legal and accounting advisors	5th to 6th month	Staff time and 1 to \$2,000 for advisors time
6. develop procedures for monitoring and reporting on TTF investments	TPC staff with advice of legal and accounting services	Based on preferred strategy - staff to work with legal and accounting advisors	5th to 6th month	See above

**OBJECTIVE 4:**  
TO DEVELOP GUIDELINES FOR EXPENDITURE  
FROM THE TRUST AND EXPEND FUNDS IN  
ACCORDANCE WITH THE WORKPLAN

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 4:**

To establish an appropriate accounting and reporting mechanism for the expenditure of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. determine the legal and other requirements for reporting on, and accounting of trust expenditures	TPC staff with advice from legal and accounting services	TPC staff, in accordance with policy, to obtain legal and accounting advice	2nd to 3rd month	TPC staff and costs of advisors (Estimate 1 to \$2,000)
2. establish policy with respect to accounting procedures	TPC staff, TPC	TPC staff to prepare policy for TPC approval	3rd month	Staff and TPC time
3. establish accounting practices	TPC staff with advice from legal and accounting services	TPC staff to arrange for advice -then develop practices	3rd month	Staff and TPC time
4. establish policy with respect to reporting expectations	TPC staff and TPC	TPC staff to prepare for TPC approval	3rd month	Staff and TPC time
5. establish reporting format	TPC staff and TPC	TPC staff to prepare for TPC approval	3rd month	Staff and TPC time
6. determine expected reporting timeframes	TPC staff and TPC	TPC staff to recommend to TPC based on information above	3rd month	Staff and TPC time
7. establish approval/rejection criteria and process for FNs and the parties to the Agreement to respond to the TPC's reporting of expenditures	TPC, staff, FNs, parties to the Agreement	TPC and staff to consult with FNs and parties to the Agreement as to the approval and rejection criteria	4th to 5th month	Staff and consultative costs (mail, telephone, documents, etc.)

**OBJECTIVE 4:**  
TO DEVELOP GUIDELINES FOR EXPENDITURE  
FROM THE TRUST AND EXPEND FUNDS IN  
ACCORDANCE WITH THE WORKPLAN

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 5:** (page 1 of 2)

To evaluate and respond to requests for fund expenditures according to approved workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. establish criteria for selection of requests	TPC staff, TPC	Based on guiding principles and policies, TPC staff to recommend criteria to TPC	Est. 10th month (to be done after the training plan is developed)	This task should be able to be completed in large part by the TPC staff, in consultation with FNs.
2. establish critical dates for the receipt by TPC of applications and proposals	TPC staff, TPC	TPC staff to recommend to TPC for approval	10th month	TPC staff will have considerable administrative and evaluative work to do to provide recommendations to the TPC.
3. establish receipt and confirmation of receipt procedures	TPC staff	TPC staff to evaluate other requirements and recommend to TPC for approval	10th month	It is suggested that the TPC staff undergo some training in the evaluation of proposals prior to the end of the 9th month
4. develop policy and procedures	TPC staff, TPC	TPC staff to develop draft policies and procedures for TPC approval	10th month	Some time will be required of TPC in the initial development and approval of criteria, policy and procedures. Once established, TPC will time will be required to make decisions on proposals based on staff recommendations
5. communicate and consult with FNs on the policy and procedures	TPC staff	TPC staff to consult with FNs and obtain critical feedback on appropriateness (revise if required)	10th to 11th month	
6. receive proposals and review for completeness with the proposer	TPC staff	TPC staff to receive and review proposals in accordance with established criteria and policy/procedures	At any time after the policies and procedures are established	
7. evaluate and approve or reject requests based on approved policies, procedures and criteria	TPC staff, TPC	TPC staff to review initially and recommend to TPC for approval or rejection	Upon receipt of proposals	
8. based on the evaluation, develop any recommendations to other training or funding programs	TPC staff,	TPC staff, based on information gathered from training plan development, to provide recommendations to TPC	Upon receipt of proposals	



**OBJECTIVE 4:**  
TO DEVELOP GUIDELINES FOR EXPENDITURE  
FROM THE TRUST AND EXPEND FUNDS IN  
ACCORDANCE WITH THE WORKPLAN

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 5:** (page 2 of 2)

To evaluate and respond to requests for fund expenditures according to approved workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
9. determine the appropriate payment (and payment schedule) to be made from the Trust Fund for approved projects	TPC staff, TPC	Based on guiding principles and policies, TPC staff to recommend to TPC	Upon receipt and approval of proposals	This task should be able to be completed in large part by the TPC staff, in consultation with FNs.
10. communicate with proposer regarding the results of the proposal review	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon approval of proposal	TPC staff will have considerable administrative and evaluative work to do to provide recommendations to the TPC.
11. if successful, communicate with the proposer regarding the reporting and monitoring requirements	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon approval of proposal	Staff will be required to communicate with proposers and in the monitoring of successful projects
12. evaluate all approved projects on a regular basis	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon start of projects and at regularly scheduled times thereafter	It is suggested that the TPC staff undergo some training in the evaluation of projects prior to the end of the 9th month
13. evaluate and revise selection and response procedures on a regular basis in consultation with FNs	TPC staff, TPC	TPC staff to consult with FNs and obtain critical feedback on appropriateness (recommend revisions to TPC for approval)	Annually	Some time will be required of TPC in the initial development and approval of criteria, policy and procedures. Once established, TPC will time will be required to make decisions on proposals and projects based on staff recommendations

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 1:**

To determine the skills required to implement the UFA

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the UFA document and identify all possible skill requirements for implementation	TPC staff, professional services or Working Group	TPC staff to work with contracting team or working group to review, analyze and cross-reference skill requirements	2nd to 3rd month	Staff time, Professional services (Estimated 2 to \$2,500)
2. review UFA implementation plans and identify all possible skill requirements	TPC staff, professional services or Working Group	TPC staff to work with contracting team or working group to review, analyze and cross-reference skill requirements	3rd month	Included in above
3. review any FN Agreements and implementation plans and note the skill requirements as identified by the FN	TPC staff, professional services or Working Group	Establish linkage with FN planning, consult with FNs, review for consistencies and indicated priorities	3rd month	Staff, FN personnel, consultants reports (1-3 weeks)
4. identify any gaps or overlaps between 1, 2, and 3 above	TPC staff, professional services or Working Group	Review for differences/similarities. Establish generic linkages	3rd month	Staff time, professional services (Estimated at 3 to \$5,000) dependent on information
5. review findings of analysis with FNs and parties to the Agreement	TPC staff, TPC	TPC staff to conduct reviews through brainstorming and consensus building	3rd month	Staff time (2-3 days)
6. analyze the skill requirements to determine generic and specific skill areas	TPC staff, professional services or Working Group	review and list specific skill areas. Look for linkages and patterns. Establish generic areas	3rd month	Staff time, Professional services (Estimate 2 to \$3,000)

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 2:**

To determine the current skills existing among FNs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the identified skill areas required for the implementation of the UFA	TPC staff, professional services or Working Group	Review UFA and collate implications	2nd to 3rd month	Staff time and professional services (Estimated \$1500)
2. review and analyze current skill assessment data related to FNs that is available	TPC staff, professional services or Working Group	review material available, focus on Yukon and FN specific	2nd to 3rd month	Staff time and professional services (Estimated \$2,000)
3. review existing data collection devices for cultural and Yukon relevancy	TPC staff, professional services or Working Group	contact data collection services/agencies- request and review models and data collection devices	2nd to 3rd month	Staff time and professional services (Estimated \$1000)
4. choose, or design, if necessary, an appropriate skill identification device	TPC staff, professional services or Working Group	analyze tool for appropriateness- develop new tool - field test	3rd month	Staff time and professional services (Estimated 4 to \$6000)
5. based on the selected device and methodology, determine the most appropriate resource to conduct the assessment (employee, FNs, etc.)	TPC staff	research various methodologies - Choose FN preferred method through consultation -Train and test surveyors	3rd to 4th month	Staff time and professional services (Estimated 2 to \$3000)
6. conduct the assessment and analyze the data	TPC staff, professional services or ??	conduct survey in collaboration with FNs	4th to 8th month	Will depend on number of FNs surveys (4 to \$5,000 per FN and will be dependent on information needed)
7. provide an analysis of existing skill levels, interests, aptitudes currently available among FNs and review this analysis with FNs and the parties to the Agreement	TPC staff, professional services or Working Group, FNs, parties to the Agreement	collect and verify data, analyze, provide data grouping and recommendations. Review with FNs	at 7th or 8th month	Staff time and professional services (Estimated \$2500)

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 3:**

To determine the gap between required skills and available skills to identify training needs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. conduct an analysis of the differences between what skills exist and what skills are required for UFA implementation	TPC staff, professional services	Review available information based on skills assessment and UFA review. Analyze on program basis -by skill level. Identify gaps (analysis)	8th month	Staff time and professional services (Estimated \$2,000)
2. review with FNs the skills analysis and then review individual FN skill development needs	TPC staff (professional services?)	Review gap analysis. Review known info. for changes. Review TPC and FN expectations in light of this process. FN to provide categorization of needs for skills versus accreditation	8th month	Staff time, FN time, Professional services (Estimated \$2,000)
3. categorize the skill shortages and identify skill requirement areas with reference to the UFA	TPC staff, professional services, FNs	Use review documentation and priorities set by FNs. Select standard skills categorization tool. Categorize based on FN guidelines	8th month	Staff time and professional services (Estimated \$2,000)
4. individualize the training needs in FN communities and develop a FN HRD plan	TPC staff, professional services, FNs and FNs staff	Using FN categorization, review and assist in the adjustment of FN training plans to become individualized but consistent with respect to terminology and tools for ease of further analysis	8th month (one month per FN)	Staff time and professional services if not available on staff (Estimate 3 to \$4,000 per FN)
5. prioritize training needs with the FN	TPC staff, professional services, FNs	Consult with FN to explain process/results. Cross reference FN plans. Have FN state priorities	8th month (one week per FN)	Staff time, FN time, Professional services (Estimated \$1,500 per FN)

**OBJECTIVE 5:  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 4:**

To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the TPC guiding principles, determine the nature and extent of information required to evaluate existing programs	TPC staff, Professional services or Working Group	Review principles, design information requirement guidelines	5th month	TPC staff and professional assistance (Estimated \$1,500)
2. develop a training program evaluation tool	TPC staff, Professional services or Working Group	Review existing evaluation tools re: principles and info requirements. Design northern and FN specific tool	5th month	TPC staff and professional assistance (Estimated \$1,500)
3. solicit and obtain information on existing programs	TPC staff, Professional services or Working Group	Determine where information will be obtained from. Design and distribute questionnaire, Consolidate information. Design analysis format.	5th month	Dependent on response (2 weeks to 2 months)
4. evaluate the ability of the existing training programs to meet the training needs identified for implementation	TPC staff, Professional services or Working Group	Design evaluation tool. Evaluate and record findings	5th to 6th month	TPC staff and professional assistance (Estimated \$1,500)
5. recommend modifications or alternative programs	TPC staff, Professional services or Working Group in consultation with program and service providers	Indicate programs shortfalls to agencies. Design method of approach. Record and recommend to TPC and FNs	5th to 6th month	Staff time - Estimate one month
6. facilitate, as required, the negotiation of modifications to programs for FNs, including costs, timelines, delivery mechanism, curriculum revision, instructor qualifications, etc.	TPC staff, Professional services or Working Group	Present program requirements, review of existing programs and needs of FNs. Negotiate change, timing, facilitation and costing	6th month	Dependent on number of programs requiring changes, the extent of the required changes and the willingness and ability of the program or service provider to make modifications

**OBJECTIVE 5:  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 5:**

To develop a resource inventory of suitable programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and inventory existing suitable programs as to: - cost - availability - program parameters, etc.	TPC staff, professional services	Cross reference between what is available and what is and/or could be suitable. Pay particular attention to personnel instructing or managing programs	5th month	Staff and professional services (Estimated 2 to \$3,000)
2. cross reference the inventory with the training needs identified to determine the limitations of existing programs	TPC staff, professional services	Cross reference suitable programs with identified skill areas - noting any gaps in availability (and why)	5th month	2 to 3 days per FN (Estimate \$1,000 per FN)
3. determine and prioritize programs required to meet training needs	TPC staff, professional services, TPC	Based on FN priorities record programs for access by need and availability	5th month	Staff and professional services (Estimated \$500)
4. develop a strategy to provide required and suitable programs to meet the training needs	TPC staff, professional services	Record and analyze programs which cannot be addressed by current institutions. Research alternatives. Develop plan to acquire suitable programs	5th to 6th month	Staff time and professional service for design and analysis (2 to 6 month dependent on the extent of the model requirements)
5. communicate with FNs, the parties to the Agreement and the agencies responsible for providing appropriate training programs	TPC staff, TPC, FNs	Communicate findings. Present alternatives. Receive direction on preferred approach. Reach consensus	6th month	Staff time (Time will depend on the amount of feedback required)
6. make further recommendations on programs and modifications required based on FN feedback	TPC staff, professional services	Define additional changes required to meet FN needs. Design change and negotiation approach. Design alternative system for provision of service if required	6th to 7th month and ongoing review	Dependent on the extent of modifications required

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 6:**

To prepare the Training Plan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. obtain FNs training plans as source documents	TPC staff, TPC, FNs, FN staff	Receive permission from FN to review FN training plans. Review for similarities and differences in training needs	9th to 10th month	Staff time
2. analyze FNs training plans to determine generic and specific training plan components	TPC staff, TPC, FNs, FN staff, professional services	Analyze information and formulate specific lists. Consult with FNs to determine generic components	9th to 10th month	Staff time and professional assistance (Estimated - 3 to \$4,000)
3. assist FNs in the development and revision of their individual training plans for UFA and FNFA implementation	TPC staff, TPC, FNs, FN staff, professional services	Review with FNs the skills inventory, course/program research and compare to the prepared plans. Revise, if permitted, with FN. Priorize training needs based on FN timetable and consensus	2 to 4 months per FN. Dependent on existing training plans	Staff time and/or professional assistance (costs will vary depending on existing training plans)
4. consult with FNs to achieve consensus on the UFA implementation training plan requirements	TPC staff, TPC, FNs	Group FN plans and priorities. Present similarities and differences to FNs. Achieve consensus on training priorities	9th to 10th month	1 to 2 day meeting of FN, Staff and TPC (Costs as per CYI guidelines for travel)
5. prepare UFA training plan and distribute to parties to the Agreement, FNs, IPWG, etc.	TPC staff, TPC, FNs, FN staff, professional services	document results of consultative process. Determine budget requirements. Document preferred presentation, facilitation methodology	9th to 10th month	Staff and professional services (Estimated - 3 to \$4,000)

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 7:**

To determine the requirements for funding of training plan requirements

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. prepare a costing analysis of the training plan by individual program and by delivery mechanism	TPC staff, TPC (possibly professional services)	Review and analyze training programs and estimate costing in consultation with agencies and service providers. Cross reference for existing programs. Note costs for various delivery methods	9th to 10th month	Staff time and professional services (Estimated - 3 to \$4,000)
2. review for cost effectiveness/efficiency measures which may be possible	TPC staff, TPC, FNs	Create cost analysis and evaluation format. Apply the format to develop an effectiveness guidelines. Analyze data and brainstorm any delivery alternatives to increase efficiencies and effectiveness	9th to 10th month	Staff time and professional services (Estimated - 3 to \$4,000)

**OBJECTIVE 5:  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 8:**

To analyze existing funding programs as to their ability to meet required training costs and recommend modifications or seek other funding

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the guiding principles of the TPC, determine information required to evaluate existing funding programs	TPC staff, TPC, FNs	Review guiding principles, training plans with respect to funding required/access requirements/ timing / accreditation etc.	9th month	Staff, FNs time
2. design the data collection and evaluation instruments	TPC staff and professional services	Review data collection models. Select or modify model (and field test) as required by unique needs of the training plan	9th month	Staff time and professional service (Estimate 2 to \$3,000)
3. request and obtain information on existing funding programs	TPC staff, funding agencies	Request information from funders on specific programs. Follow-up as required	9th to 10th month	Dependent on response (1 to 2 months)
4. evaluate ability of existing funding programs to meet training plan funding requirements	TPC staff and professional services	Review data as collected. Summarize findings. Review with FNs as to their past experiences. Note access needs	9th to 10th month	Staff time and professional service (Estimate 2 to \$3,000)
5. recommend modifications to existing funding programs or seek alternate funding	TPC staff, TPC	Recommend modifications based on findings and FN advice (personal and functional)	10th month	Staff time (will be dependent on response 3 to 4 weeks) FNs time for consultations
6. facilitate, when necessary, the negotiation of modifications to funding programs which may be required	TPC, Staff and FNs, funding agencies	Meet as required to present findings, recommend modifications and negotiate change	10th month	Staff and TPC, FN time (will depend on agencies and program under discussion)

**OBJECTIVE 5:  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 9:**

To develop an inventory of suitable funding programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and inventory suitable funding programs including information on:  - availability of funds - access methodology - proposal evaluation criteria, etc.	TPC staff, FN input and professional service	Research available funding sources. Review training needs against established proposal criteria. Develop an inventory for use by FNs	10th to 11th month	Staff, FNs time and professional services (Estimated - \$2,000)
2. analyze and develop a listing of training programs requiring funding for which existing or modified funding programs will not be able to address	TPC staff and FNs	FNs and TPC staff to review existing training plans and link wherever possible to those criteria from funding sources	10th to 11th month	Staff, FNs time and professional services (Estimated - \$4,000)
3. research alternate funding sources and methodologies (private foundations, experimental projects, etc.)	TPC staff, FN input and professional service	obtain various funding source listings and contact for suitability. Develop an alternate funding source list	10th to 11th month	Staff, FNs time and professional services (Estimated - \$4,000)
4. communicate this information to individual FNs and agencies which have the mandate or responsibility to provide funding for the training plan	TPC staff, FNs, TPC and agencies responsible	Document and release as required	as required	As required to provide document and update

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 10:**

To compare the inventories of suitable programs to suitable funding sources

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. compare the prepared inventory of suitable training programs with the inventory of suitable funding programs	TPC staff and FNs	Review the prepared inventories. Compare the inventories for obvious and less obvious "fits"	11th month	Staff time and FNs (dependent on FN participation)
2. provide recommendations as to the "best fit" between the training programs and funding sources in order to maximize the effectiveness and efficiency of the funding available	TPC staff and FNs	Obtain best information for possible connections between funds and programs in training plans. Develop report and recommendations	11th month	Staff time for report and recommendations development
3. provide this information to FNs	TPC staff, FNs	Provide report to FNs	11th month and as requested	Staff time (minimal)

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 11:**

To monitor the UFA implementation process to identify any modifications to the training plan that may be required

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. monitor all FN UFA implementation training which may or may not have been reviewed by the TPC	TPC staff, FNs and occasional review by professional services	Communicate regularly with FNs as to training that is being undertaken or planned. Develop format and process for information gathering. Receive FNs approval for data gathering	Ongoing from day one	Staff time and professional services (evaluator, or skills on staff?)
2. review, with FNs, the training plans and identify any implementation activities that may not have been identified previous to implementation	TPC staff, FNs	Periodic reviews and joint TPC FN meeting to share information. Rely on FNs to identify emerging needs	Ongoing from day one	Staff and FN time for information sharing (Dependent on format for exchange of information)
3. provide for regular review and, if necessary, any modification to the training plan	TPC, TPC staff and FNs	Develop and implement a review policy and process with FNs	Ongoing from day one	Staff and TPC time, FNs
4. monitor funding sources for new funding programs or changes to funding programs which may affect implementation training	TPC staff and FNs	Provide monitoring service on funding and programs for FNs (eg. Subsidies manual, Treasury Board reports, mailing lists, contacts, memberships, Etc.	Ongoing from day one	Staff time - ongoing activity (minimal)
5. communicate the information on any changes to training needs and funding programs to FN's, funding agencies, deliverers of programs, parties to the Agreement, etc.	TPC staff, FNs, etc.	Use communications process as required for information provision to and from FNs	Ongoing from day one as required	Staff, TPC and FN time

**OBJECTIVE 6:**  
**TO ESTABLISH TRAINING PROGRAMS IN**  
**ACCORDANCE WITH THE WORKPLAN**  
**AND TRAINING PLAN**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 1:**

To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze the proposed programs and funding to determine which programs or funding can be negotiated as a responsibility or partial responsibility of agencies other than the TPC	TPC staff, TPC	TPC staff to provide analysis to TPC based on training plan, available funding and delivery agency mandates	Approximately the 9th month (to be done after training plan developed and approved)	Staff time
2. carry out the necessary negotiations for programs to be established as a responsibility or partial responsibility of agencies other than the TPC	TPC, parties to the Agreement	TPC to establish meeting with parties to the Agreement based on analysis	9th to 10th month	Staff and TPC time
3. in selected programs provided through other agencies ascertain the feasibility of increasing the input and control by FNs	TPC, parties to the Agreement	TPC to determine in negotiations with parties to the Agreement	10th to 11th month	Staff and TPC time
4. research alternative methods of program delivery	TPC staff, professional services	TPC staff to obtain services to undertake research study	9th to 10th month	Staff time and professional service (Estimate - 3 to \$4,000)
5. analyze programs through other agencies to determine which need modification to implement the training plan within FN objectives and principles	TPC staff, professional services	TPC staff to obtain services to analyze and recommend modifications	end of 1st 12 months	Staff time and professional service (Estimate - 3 to \$4,000)
6. propose and establish modifications to programs prior to establishing new programs through other agencies	TPC staff, TPC, Agencies	TPC staff to provide recommendations to TPC. Negotiate with agencies for modifications	end of 1st 12 months	Staff and TPC time
7. monitor and evaluate regularly all training programs established through agencies other than the TPC	TPC staff, TPC	TPC staff to monitor and evaluate programs and provide recommendations to TPC for decisions	ongoing after 1st year	Staff and TPC time (Recommend training for TPC staff on evaluation and monitoring take place prior to completion of the Training Plan)

**OBJECTIVE 6:**  
**TO ESTABLISH TRAINING PROGRAMS IN**  
**ACCORDANCE WITH THE WORKPLAN**  
**AND TRAINING PLAN**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 2:**

To determine the responsibility of the TPC for establishing training programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. considering the interim and future roles of the TPC, and the prioritized training plan requirements, determine and prioritize the programs which are required, but are not available through agencies other than the TPC	TPC staff	TPC staff, based on an analysis of the training plan to provide recommendations and information to TPC for decisions	Approximately the 9th month (to be done after the preparation of the approved Training Plan)	Staff time
2. determine the amount of funding available for establishing training programs through the TPC, taking into account:  <ul style="list-style-type: none"> <li>- the guidelines for expenditure of funds,</li> <li>- the annual budget, and</li> <li>- tasks in the workplan</li> </ul>	TPC staff, TPC	TPC staff to provide analysis and recommendations to TPC	9th to 10th month	Staff and TPC time
3. determine the feasibility of the TPC to establish training programs	TPC staff, TPC	TPC staff to provide recommendations to TPC for decisions	near the end of the 1st 12 months	Staff and TPC time
4. establish training programs initially as pilot projects	TPC staff, TPC, FNs	TPC staff to work with FNs in the development and establishment of pilot projects	After 1st year	Dependent on project and funds available - Trust funds to be used if required
5. monitor and evaluate regularly all training programs established through the TPC	TPC staff, TPC	TPC staff with FNs to provide monitoring and evaluation information to TPC	Ongoing after the 1st year	Staff time - Training for monitoring and evaluation for staff and FNs to be provided

**OBJECTIVE 6:  
TO ESTABLISH TRAINING PROGRAMS IN  
ACCORDANCE WITH THE WORKPLAN  
AND TRAINING PLAN**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 3:**

To seek and provide funding for training programs through the TPC and other agencies

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. catalogue and assess the availability of funding on an ongoing basis and the availability of funding on an irregular short-term basis from the TPC and other agencies for all training programs, based on:  <ul style="list-style-type: none"> <li>- the guidelines for expenditures,</li> <li>- the data concerning available funding, and</li> <li>- the training requirements</li> </ul>	TPC staff, professional services	TPC staff to arrange for contract for professional services to catalogue and assess based on principles and policies of TPC and the requirements of the Training Plan	Approximately the 11th or 12th month (must be done after the approval of the Training Plan)	Staff time and professional services (Estimate 3 to \$5,000)
2. as part of the annual budget deliberations in the year previous to the budget year, negotiate funding with other agencies through the established consultative arrangements, and determine funding available for programs through the TPC	TPC staff, TPC, agencies, parties to the Agreement	TPC to prepare for TPC to negotiate with other agencies and parties to the Agreement	After the 1st year	Staff and TPC time for negotiations
3. determine and write policy and guidelines for providing funding to programs through other agencies or through the TPC	TPC staff, TPC	TPC staff to prepare draft policies for TPC revision and adoption	After the 1st year	Staff and TPC time
4. review and revise funding guidelines as needed	TPC staff, TPC, FNs	TPC staff, in consultation with FNs and based on information gathered from negotiations, to provide recommendations to TPC	Ongoing after the 1st year	Staff time and training required in monitoring and evaluation (include FNs)

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

ANNEX F

Part 1

YUKON RIVER DRAINAGE BASIN SALMON HARVEST STUDY

**Purpose**

The purpose of the Yukon River Drainage Basin Salmon Harvest Study is set out in UFA chapter 16, Schedule A, 3.2.

**Terms of Reference**

As soon as practicable after the effective date of Settlement Legislation, the Council for Yukon Indians and the Minister of Fisheries and Oceans each shall designate a representative(s) to negotiate the terms of reference for the Harvest Study. The terms of reference shall include the matters set out in UFA chapter 16, Schedule A, 3.2.

The Council for Yukon Indians and the Minister shall negotiate the terms of reference within the time identified in UFA chapter 16, Schedule A, 3.5.

**Appointment of a Contractor**

The Council for Yukon Indians and the Minister will jointly appoint a contractor pursuant to UFA chapter 16, Schedule A, 3.7. Failing agreement, either party may refer the matter of the appointment to arbitration under UFA 26.7.

**Conduct of Harvest Study**

The contractor appointed pursuant to UFA chapter 16, Schedule A, 3.7 and 3.8 shall carry out the study in accordance with the terms of reference.

**Budget**

Canada will make available a sum of up to \$1,500,000 dollars (1992 \$) to complete the Harvest Study. The budget for the study will be based on the terms of reference and with consideration to UFA chapter 16, Schedule A, 3.4. The budget may include expenses for technical and professional personnel, equipment and supplies, and administration.



**Determination of Basic Needs Allocations  
After Completion of Study**

After the completion of the Harvest Study, Basic Needs Allocations shall be set for each affected Yukon First Nation at the level calculated pursuant to UFA chapter 16, Schedule A, 3.9.1 or by negotiation pursuant to UFA chapter 16, Schedule A, 3.9.2. through 3.9.4.

**Determination of Basic Needs Allocations  
Prior to Completion of Study**

Prior to the completion of the second year of the Harvest Study and upon request by a Yukon First Nation, the Minister and the Yukon First Nation may negotiate a Basic Needs Allocation in accordance with UFA 16.10.3. Thereafter the Harvest Study shall no longer include that Yukon First Nation.

**ANNEX F**

**Part 2**

**YUKON FIRST NATION FINANCIAL INSTITUTION VIABILITY STUDY**

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**Terms of Reference  
for  
Examination of Viability  
and  
Determination of Supportive Measures**

**Requirement**

UFA 22.8.1 requires the Parties to examine the viability of a Yukon First Nation controlled trust company within two years of the enactment of Settlement Legislation.

UFA 22.8.2 requires Canada and Yukon to take such measures as may be necessary and are reasonable to enable Yukon First Nations to establish such an institution, if the concept appears viable.

**Scope**

The concept to be examined should be "a Yukon First Nation controlled financial institution", as reflected in the title given by the Parties to UFA 22.8.0. The examination thus would refer to a trust company, as well as any other form of financial institution which may be appropriate.

As soon as practicable after the effective date of Settlement Legislation, CYI, Yukon and Canada shall each designate a representative to determine procedures and methodology. The representatives of Canada and Yukon shall be senior representatives with relevant experience.

The matters described in UFA 22.8.0 should be approached in the spirit of enabling Yukon First Nations to proceed with a financial institution in a manner which provides a reasonable prospect of success. Responsibility for assessing the viability of the enterprise should reflect the balance of risk that would be taken in the initiative.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Design

The Parties' representatives shall consider a study design as follows:

#### Phase 1:

- (a) consideration of the results of existing studies, including:
  - "Yukon Trust Company", a study submitted to the Yukon Development Corporation by Peat Marwick in September 1990; and
  - "National Native Economic Institutions", a study prepared for the DIA Native Economic Development Advisory Board by Wm. Barrett & Associates in 1984;
- (b) consideration of existing models for First Nation financial institutions, including the Peace Hills Trust Company and current initiatives in the Northwest Territories, Ontario and British Columbia;
- (c) consideration of the experience and market conditions of the financial services industry, with particular reference to the experience of regional institutions in Yukon and western Canada;
- (d) identification of Yukon First Nation objectives and requirement for a YFN-controlled financial institution and selection of the preferred form of institution; and
- (e) presentation to Government and Yukon First Nations of the results of Phase 1.

#### Phase 2:

- (a) the detailed design of the preferred form of financial institution, including:
  - the corporate organization required;
  - the scope of business, including the financial services to be provided;
  - marketing requirements;
  - joint venture alternatives;
  - identification of the financial, regulatory and policy conditions and supportive measures required for successful operation;

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- (b) recommendation and discussion with First Nations with respect to adoption of the detailed design; and
- (c) presentation to Government of the results of Phase 2.

#### Phase 3:

- (a) identification and negotiation among the Parties, as appropriate, of such measures as may be necessary and as are reasonable and which Government shall take pursuant to UFA 22.8.2; and
- (b) pre-incorporation activities to establish the institution, including corporate organization and training, the conclusion of any joint venture arrangements which may be appropriate, and the development of marketing activities.

### Conduct

The representatives of Canada and Yukon shall work co-operatively with CYI by providing relevant information and technical support as may be required, and by providing input with respect to the viability of the institution and the supportive measures which Government may take.

The work should proceed so as to enable Phase 3 to be undertaken in the second year after the effective date of Settlement Legislation.

### Funding

The financial requirements of this Annex shall be addressed by the Parties from existing resources and financial assistance programs and such other sources as to which the Parties may agree.

It is expected that support for pre-incorporation activities may be provided through such Government programs as may be available, with such modification or supplement as may be required to give effect to UFA 22.8.2.

ANNEX G

ARRANGEMENTS TO IDENTIFY THE IMPACT OF SETTLEMENT

AGREEMENTS ON GOVERNMENT REGULATORY REGIMES (UFA 28.3.3.4)

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"Government Regulatory Regime" means any system or structure which is established by Government to control, direct, regulate, restrict or prohibit activity and includes any rules, regulations, orders or bylaws made by Government under the authority of any Act of the Yukon Legislative Assembly or Parliament, and any Government regulatory tribunals.

As soon as practicable, the Governments of Canada and the Yukon ("Governments") shall review Government Regulatory Regimes ("Regimes") that may be inconsistent with the provisions of Settlement Agreements. The Governments shall identify the Regimes and propose changes to make them consistent with the Umbrella Final Agreement.

The Governments shall provide Yukon First Nations with an outline of the Regimes that are affected by Settlement Agreements and shall provide details with respect to the proposed changes. Yukon First Nations may provide comments to the Governments with respect to the proposed changes and with any additional comments with respect to Regimes that may not have been identified by the Governments. The nature of the consultation with the Yukon First Nations will vary depending on the extent and complexity of the amendments required. The Parties may agree to establish specific arrangements to ensure an effective process of consultation.

The Governments shall consider the comments received from the Yukon First Nations, and shall complete the process of making changes to the identified Regimes within a reasonable period of time, which may vary depending on the nature and extent of the modifications required. The Governments shall notify Yukon First Nations of changes to the Regimes once they have been made.

With respect to ensuring that the paramountcy of the Umbrella Final Agreement is respected, the Governments shall endeavour to ensure that their personnel are aware of any inconsistencies between the Umbrella Final Agreement provisions and existing Regimes.

ANNEX H

RESOURCES AND MEANS FOR SALMON ENHANCEMENT

IN YUKON

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Pursuant to UFA 28.3.3.6, the Salmon Sub-Committee may make recommendations to the Minister of Fisheries and Oceans and to Yukon First Nations on resources and means for Salmon enhancement in the Yukon.

In determining its recommendations, it is recommended that the Sub-Committee:

- (a) invite and give full consideration to the recommendations of Renewable Resources Councils;
- (b) identify needs, opportunities and priorities for enhancement measures, including measures for habitat restoration, to be undertaken;
- (c) consider existing enhancement measures and programs in Yukon, as well as measures and programs proposed or being undertaken elsewhere in the Pacific Region;
- (d) consider the social, economic and environmental costs and benefits of particular enhancement measures;
- (e) address the need to monitor and assess the viability of the measures it may wish to recommend;
- (f) consider and address the acceptability to affected Renewable Resources Councils and Yukon First Nations of the measures it may wish to recommend;
- (g) consider and address the need to ensure that the benefits of Salmon enhancement are protected, including appropriate enforcement activities;

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- (h) consider the technical support which may be provided by the Department of Fisheries and Oceans at the community level for the identification, planning and implementation of enhancement measures;
- (i) consider both traditional and scientific knowledge and techniques of enhancement;
- (j) consider the training and economic opportunities which may arise from the undertaking of enhancement measures;
- (k) consider and address sources and means of financial support for the measures it may wish to recommend;
- (l) review and consider such information as may be available concerning stock assessments and habitat conditions, and the need for co-ordination of enhancement undertakings with Salmon management plans and initiatives; and
- (m) recommend to Renewable Resources Councils and Yukon First Nations measures suitable for implementation at the community or regional level.

It is acknowledged that the Department of Fisheries and Oceans' resources and means for Salmon enhancement in the Yukon will be constrained within the budgets which exist from time to time. It is expected that the Sub-Committee, Renewable Resources Councils, Yukon First Nations and the Department of Fisheries and Oceans will work co-operatively to identify and secure increased levels of financial support for Salmon enhancement. It also is recognized that the need, interest and financial support for Salmon enhancement measures in Yukon may increase with the favourable conclusion of a Yukon River agreement in the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.

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SCHEDULE I

FINANCIAL PAYMENTS

(PARTS 1-6)

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SCHEDULE 1

PART I (1992\$) GOVERNMENT OF CANADA FUNDING TO INSTITUTIONS

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Surface Rights Board	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944
Yukon Land Use Planning Council	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519
Dispute Resolution Board	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604
Salmon Sub Committee	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354

PART 2 (1992\$) GOVERNMENT OF CANADA FUNDING FOR PROJECTS

The Government of Canada agrees to provide up to \$7,428,000 for Regional Land Use Planning.

The Government of Canada agrees to provide up to \$1,500,000 for the Yukon River Drainage Basin Salmon Harvest Study.



SCHEDULE 1

Part 5 - Fiscal Year Adjustment Factor

A. Adjustment to Fiscal Year

Annual amounts shall be normalized to the appropriate fiscal year as follows:

The first fiscal year amount is determined by multiplying the annual amount for Year 1 by "P". In subsequent years the fiscal payment is determined by multiplying the annual amount for the appropriate year by "P" and adding to this the product obtained by multiplying the previous year's annual amount by (1-P).

where

P = The number of days remaining in the fiscal year on the date Settlement Legislation comes into force divided by 365 days.

<u>Year</u>	<u>Fiscal year amount</u>
1	Year 1 amount x P = _____
2	Year 2 amount x P + Year 1 amount x (1-P) = _____
3	Year 3 amount x P + Year 2 amount x (1-P) = _____
4	Year 4 amount x P + Year 3 amount x (1-P) = _____
5	Year 5 amount x P + Year 4 amount x (1-P) = _____
6	Year 6 amount x P + Year 5 amount x (1-P) = _____
7	Year 7 amount x P + Year 6 amount x (1-P) = _____
8	Year 8 amount x P + Year 7 amount x (1-P) = _____
9	Year 9 amount x P + Year 8 amount x (1-P) = _____
10	Year 10 amount x P + Year 9 amount x (1-P) = _____

SCHEDULE 1

PART 6 - Annual Adjustment

1.0 The Annual Adjustment (Annual Price Escalator) for a fiscal year is equal to the sum of 1.0 plus the Three-Year Moving Average Rate of Change of Price as measured by the Federal Domestic Demand Implicit Price Index (FDDIPI) for that fiscal year.

2.0 Three Year Moving-Average Rate of Change of Price

The Three Year Moving-Average Rate of Change of Price for a fiscal year is equal to

(i) the sum of the annual rates of change of price for each of the three immediately preceding calendar year divided by

(ii) 3.0

where the most recent of the three immediately preceding calendar year is the calendar year ending December 31 in the immediately preceding fiscal year.

3.0 Annual Rate of Change of Price

The Annual Rate of Change of price for a calendar year is equal to

(i) Latest Official Estimate of the Price Index in that calendar year less the Latest Official Estimate of the Price Index in the immediately preceding calendar year, divided by

(ii) Latest Official Estimate of the Price Index in the immediately preceding fiscal year.

4.0 Latest Official Estimates of the Price Indexes shall be measured on December 31 in the year preceding the effective date of the Plan.

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SCHEDULE 2

FINANCIAL PAYMENTS

(PARTS 1-3)





