

Ta'an Kwach'an Council Final Agreement Implementation Plan

Implementation Plan

AMONG:

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

AND:

The Ta'an Kwach'an Council, as represented by the Hereditary Chief of the Ta'an Kwach'an Council (hereinafter called the "TKC");

AND:

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

(hereinafter called the "Parties").

WHEREAS:

- The Parties signed the Ta'an Kwach'an Council Final Agreement (hereinafter called the "TKCFA") on the 13th day of January, 2002;
- chapter 28 of the TKCFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the TKCFA (hereinafter called the "TKCFA Plan"); and
- the representatives of the Parties have developed the TKCFA Plan, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the TKCFA;

NOW THEREFORE, the Parties agree as follows:

• **1.0 Interpretation of the TKCFA Plan**

- 1.1 No provision of the TKCFA Plan shall be considered an amendment to, modification of, or derogation from the provisions of the TKCFA.
- 1.2 The TKCFA Plan shall be interpreted so as to promote the implementation of the provisions of the TKCFA and to avoid inconsistency or conflict with the provisions of the TKCFA.
- 1.3 Where there is any inconsistency or conflict between the provisions of the TKCFA Plan and the provisions of the TKCFA, the provisions of the TKCFA shall prevail to the extent of the inconsistency or conflict.
- 1.4 Unless the context otherwise requires, capitalized words and phrases in the TKCFA Plan shall have the meanings assigned in the TKCFA.
- 1.5 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, and the TKCFA Plan shall be read together.

• **2.0 Legal status of the TKCFA Plan**

- 2.1 The TKCFA Plan shall be attached to but shall not form a part of the TKCFA.
- 2.2 The provisions of the TKCFA Plan contained in 2.2 and 4.1 to 4.6 and Annex F constitute a contract between the Parties. Pursuant to 28.4.8 of the TKCFA, the Parties expressly intend that the provisions of the remaining portions of the TKCFA Plan and the provisions of the TKCFA Plan contained in Annexes A, B, C, D and E do not constitute a contract between the Parties.
- 2.3 Subject to 2.2, the provisions of the TKCFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the TKCFA will be implemented, and are not intended to create legal obligations.

• **3.0 Contents of the TKCFA Plan**

- 3.1 The TKCFA Plan consists of the provisions contained herein, and the documents set out below:
- 3.1.1 Annex A: "Activity Sheets" describing specific activities, projects and measures for implementation of the TKCFA;
- 3.1.2 Annex B: Arrangements in respect of the:
 - Regional Land Use Planning Commission;
 - Laberge Renewable Resources Council;
 - Settlement Land Committee;
- 3.1.3 Annex C: An information strategy;
- 3.1.4 Annex D: Economic Planning;
- 3.1.5 Annex E: Co-ordination of TKCFA and Ta'an Kwach'an Council Self Government Agreement (hereinafter called the "TKCSGA") implementation;
- 3.1.6 Annex F: Reporting Requirements for the Economic Development Strategic Investment Fund.

• **4.0 Implementation Funding**

- 4.1 Subject to any amendment of the TKCFA Plan by the Parties, Canada shall make financial payments to the TKC for the implementation of the TKCFA as follows:
 - 4.1.1 \$273,259 (2000 constant dollars) per annum for on-going implementation activities;
 - 4.1.2 \$663,629 (2000 constant dollars) for one-time implementation projects and activities;
 - 4.1.3 \$39,379 (2000 constant dollars) for participation by the TKC on the Settlement Land Committee;
- 4.2 The payments referred to in 4.1.1, 4.1.2 and 4.1.3 above shall be escalated from 2000 constant dollars to their Initial Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the Ta'an Kwach'an Council Self Government Financial Transfer Agreement (hereinafter called the "TKCSGFTA") dated the 13th day of January, 2002.
- 4.3 The payment referred to in 4.1.1 above shall be made in accordance with the provisions of the TKCSGFTA and shall be escalated from its Initial Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the TKCSGFTA.
- 4.4 The payments referred to in 4.1.2 and 4.1.3 above shall be made as a lump sum payment, and as an unconditional grant as soon as practicable after the TKCFA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 4.5 The payment of the amounts set out in 4.1.1, 4.1.2 and 4.1.3 above, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the TKC for the period of time identified in the TKCSGFTA.
- 4.6 Subject to any amendment of the TKCFA Plan by the Parties, the Yukon shall pay \$82,694 (2000 constant dollars) per annum to the Laberge Renewable Resources Council established pursuant to 16.6.0 of the TKCFA. This payment will be subject to annual adjustments using the Annual Price Adjustor as defined in Annex A, 1.0 of the TKCSGFTA, and shall be pro rated in the first year in the manner described in Part 5 of Schedule 1 of the Umbrella Final Agreement Implementation Plan.
- 4.7 Subject to any amendment of the TKCFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in 4.6, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Laberge Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the TKCFA.

- 4.8 The Yukon, following consultation with the TKC, shall establish funding arrangements with the Laberge 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.
- 4.9 The Laberge 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.
- 4.10 The TKC shall provide an amount of up to \$39,379 (2000 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3.0 of the TKCFA.
- 4.11 Notwithstanding the provisions of 4.1.3 above, Government may enter into agreements with the TKC 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 TKCFA. Notwithstanding the provisions of 4.6 above, Government may enter into agreements with the Laberge Renewable Resources Council to provide funding for any projects, activities and responsibilities to be undertaken by the Laberge Renewable Resources Council in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to TKCFA 2.12.2.8.

- **5.0 Implementation Plan Monitoring**

- 5.1 Within 30 days after the Effective Date of the TKCFA, 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 TKCFA Plan.

- **6.0 Implementation Plan Review**

- 6.1 Unless the Parties otherwise agree, they shall complete a review of the TKCFA Plan to determine the adequacy of the provisions of the TKCFA Plan and of the implementation funding provided under the TKCFA Plan,
 - 6.1.1 in the ninth fiscal year following the Effective Date of the TKCFA; and
 - 6.1.2 thereafter, as the Parties may agree.
- 6.2 The Parties shall make best efforts to complete a review pursuant to 6.1 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

- **7.0 Amendment**

- 7.1 The Parties, by agreement, may amend the TKCFA Plan at any time, and any amendment to the TKCFA Plan shall be made in writing by the Parties.
- 7.2 The Parties shall consider whether to amend the TKCFA Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to 6.1. Financial resources provided pursuant to an amendment of the TKCFA Plan shall be provided in the manner described in the amended TKCFA Plan.

- **8.0 Effective Date of the TKCFA Plan**

- 8.1 The TKCFA Plan shall take effect as of the Effective Date of the TKCFA.

- **9.0 Signing of the TKCFA Plan**

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

SIGNED at Whitehorse, Yukon, the 13th day of January, 2002.

Original signed by:

Glenn Grady
Hereditary Chief

Original signed by:

Witness

Original signed by:

John Burdek
Chairperson

SIGNED at Whitehorse, Yukon, the 13th day of January, 2002.

Her Majesty the Queen in Right of Canada:

Original signed by:

The Honourable Robert D. Nault
Minister of Indian Affairs and Northern Development

Witnesses:

Original signed by:

Gary Hall

Original signed by:

Sean Maguire

SIGNED at Whitehorse, Yukon, the 13th day of January, 2002.

The Government of Yukon:

Original signed by:

The Honourable Pat Duncan
Government Leader of Yukon

Witness:

Original signed by:

Carl D. Rumscheidt

Acronyms

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

CYI

Council for Yukon Indians

DIAND

Department of Indian Affairs and Northern Development

DFO

Department of Fisheries and Oceans

DND

Department of National Defence

FWMB

Fish and Wildlife Management Board

LTO

Land Titles Office

NRCan

Natural Resources Canada

RLUPC

Regional Land Use Planning Commission

LRRC

Laberge Renewable Resources Council

SLC

Settlement Land Committee

SSC

Salmon Sub-Committee

TKC

Ta'an Kwach'an Council

TKCFA

Ta'an Kwach'an Council Final Agreement

TKCSGA

Ta'an Kwach'an Council Self-Government Agreement

UFA

Umbrella Final Agreement

YDAB

Yukon Development Assessment Board

YFN

Yukon First Nation

YFNFA

Yukon First Nation Final Agreement

YGPNB

Yukon Geographical Place Names Board

YHRB

Yukon Heritage Resources Board

Annex A -- Activity Sheets

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

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

The fact that an activity sheet does not cross-reference the TKCFA dispute resolution mechanism pursuant to TKCFA Chapter 26 should not be construed to mean that the dispute resolution mechanism is not applicable to that activity sheet.

Unless otherwise indicated on an activity sheet, workplan discussions and negotiations, in which TKC is a party and which take place pursuant to these activity sheets, shall be held in the City of Whitehorse (hereinafter referred to as "Whitehorse") unless reasons arise that make it more reasonable to meet elsewhere.

In the TKCFA Plan, Annexes A to F, the First Nation Final Agreement Implementation Plan referred to is the TKCFA Plan.

Project: UFA amendment

Responsible party: TKC

Participant / Liaison: Canada, Yukon, CYI

Obligations addressed:

- 2.3.1 Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.
- 2.3.2 Consent to any amendment pursuant to 2.3.1 may only be given on the part of:
 - 2.3.2.1 Canada, by the Governor in Council;
 - 2.3.2.2 the Yukon, by the Commissioner in Executive Council; and
 - 2.3.2.3 Yukon First Nations by the following process,
 1. 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,
 2. 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
 3. the Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b).
- 2.3.3 A Yukon First Nation shall approve an amendment to the provisions of the Umbrella Final Agreement in the same way that it approves amendments to the specific provisions of its Yukon First Nation Final Agreement.
- 2.3.5 Consent to any amendment pursuant to 2.3.4 may only be given on the part of:
 - 2.3.5.1 Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Agreement;
 1. the Minister of Indian Affairs and Northern Development may consent, on behalf of Canada to any amendment to:
 1. a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 2. Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 3. Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;

4. Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
 5. Schedule D - Allocation of Total Allowable Harvest For Moose, attached to Chapter 16 - Fish and Wildlife;
 6. Schedule A - Settlement Land Parcels Exempt From Property Taxes (15 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
 7. Schedule B - Settlement Land Parcels Exempt From Property Taxes (20 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
 8. Schedule C - Settlement Land Parcels Exempt From Property Taxes, attached to Chapter 21 - Taxation of Settlement Land; and
 9. Appendix A - Settlement Land Descriptions, attached to this Agreement;
2. the Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to any amendment to other specific provisions of this Agreement;
- 2.3.5.2 the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Agreement; and
 1. the Yukon Minister with responsibility for land claims may consent, on behalf of the Yukon to any amendment to:
 1. a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 2. Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 3. Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
 4. Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
 5. Schedule D - Allocation of Total Allowable Harvest For Moose, attached to Chapter 16 - Fish and Wildlife;
 6. Schedule A - Settlement Land Parcels Exempt From Property Taxes (15 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
 7. Schedule B - Settlement Land Parcels Exempt From Property Taxes (20 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
 8. Schedule C - Settlement Land Parcels Exempt From Property Taxes, attached to Chapter 21 - Taxation of Settlement Land; and
 9. Appendix A - Settlement Land Descriptions, attached to this Agreement;
 2. the Commissioner in Executive Council may delegate to the Yukon Minister with responsibility for land claims the authority to consent, on behalf of the Yukon, to any amendment to other specific provisions of this Agreement;
 - 2.3.5.3 a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.
 1. consent to any amendment pursuant to 2.3.4 may only be given on the part of the Ta'an Kwach'an Council by a resolution of the Board and the consent of either the Hereditary Chief or Chairperson;
 2. the Ta'an Kwach'an Council shall provide Government with a certified copy of a resolution consenting to an amendment pursuant to 2.3.5.3(a), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).
- 2.3.6 Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

CROSS REFERENCED CLAUSES: 2.4.3.1, 24.12.3

Responsibility	Activities	Timing
TKC	If TKC identifies need to amend the UFA, forward proposal for amendment to CYI.	As necessary
TKC	If proposal for UFA amendment originates with another party, receive proposal for amendment from CYI.	When available
TKC	Review and communicate views to CYI on response to proposal.	As soon as practicable after receipt of proposal
TKC, UFA parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
TKC	Consult with CYI during negotiation of terms of amendment.	As necessary
TKC	Review proposed amendment and provide opinion to CYI regarding amendment.	Within reasonable time after negotiations are complete, and according to procedure set out in TKCFA
TKC	Receive notice of and consider opinion of other YFNs.	Within reasonable time
TKC	Take steps required to give effect to amendment, including any consequential amendment of the TKCFA Plan.	As soon as practicable if all UFA parties consent to amendment
Canada, Yukon, TKC	Publish the amendment as required by UFA 2.3.6.	As soon as practicable after all UFA parties consent to amendment

Planning Assumptions

1. This Activity Plan describes procedures related to amending the UFA. The fourth activity indicates that TKC 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.
2. It is anticipated that TKC 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. Amendments to legislation may be required to reflect amendments of the UFA.

Project: Amendment of the TKCFA

Responsible party: Canada, Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

- 2.3.4 Except where expressly provided in a Yukon First Nation Final Agreement, a specific provision applicable to that Yukon First Nation may only be amended by the parties to that Yukon First Nation Final Agreement.
- 2.3.5 Consent to any amendment pursuant to 2.3.4 may only be given on the part of:
 - 2.3.5.1 Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Agreement;
 1. the Minister of Indian Affairs and Northern Development may consent on behalf of Canada to any amendment to:
 1. a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
 2. Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 3. Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
 4. Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
 5. Schedule D - Allocation of Total Allowable Harvest For Moose, attached to Chapter 16 - Fish and Wildlife;
 6. Schedule A - Settlement Land Parcels Exempt From Property Taxes (15 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
 7. Schedule B - Settlement Land Parcels Exempt From Property Taxes (20 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
 8. Schedule C - Settlement Land Parcels Exempt From Property Taxes, attached to Chapter 21 - Taxation of Settlement Land; and
 9. Appendix A - Settlement Land Descriptions, attached to this Agreement;
 2. the Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to any amendment to other specific provisions of this Agreement;
 - 2.3.5.2 the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Agreement; and
 1. the Yukon Minister with responsibility for land claims may consent on behalf of the Yukon to any amendment to:
 1. a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;

2. Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 of that Schedule;
 3. Schedule A - Heritage Routes and Sites, attached to Chapter 13 - Heritage;
 4. Schedule B - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
 5. Schedule D - Allocation of Total Allowable Harvest For Moose, attached to Chapter 16 - Fish and Wildlife;
 6. Schedule A - Settlement Land Parcels Exempt From Property Taxes (15 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
 7. Schedule B - Settlement Land Parcels Exempt From Property Taxes (20 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
 8. Schedule C - Settlement Land Parcels Exempt From Property Taxes, attached to Chapter 21 - Taxation of Settlement Land; and
 9. Appendix A - Settlement Land Descriptions, attached to this Agreement;
2. the Commissioner in Executive Council may delegate to the Yukon Minister with responsibility for land claims the authority to consent on behalf of the Yukon, to any amendment to other specific provisions of this Agreement;
 - o 2.3.5.3 a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.
 1. consent to any amendment pursuant to 2.3.4 may only be given on the part of the Ta'an Kwach'an Council by a resolution of the Board and the consent of either the Hereditary Chief or Chairperson;
 2. the Ta'an Kwach'an Council shall provide Government with a certified copy of a resolution consenting to an amendment pursuant to 2.3.5.3(a), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).
- 2.3.6 Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

Cross Referenced Clauses: 5.3.1 (all), 5.15.1, 5.15.2, 6.1.2 (all), 6.1.8 (all), 16.11.4 (all), Chapter 16 Schedule B (all), Appendix A - Settlement Land Descriptions (all)

Responsibility	Activities	Timing
Any Party	Identify need to amend the TKCFA and forward proposal for amendment to the other parties.	As necessary
Parties	Review and respond to the proposal.	As soon as practicable after receipt of the proposal
Parties	At the discretion of the Parties, address specific requirements for the amendment process.	As soon as practicable if the

Responsibility	Activities	Timing
		amendment is to be pursued
Parties	Negotiate the terms of the amendment to be submitted for consent and identify the requirements to give effect to the amendment if approved, including changes to the implementation plan if required.	Within a reasonable time, as the Parties may agree
Parties	Initiate the approval process.	As soon as practicable after the negotiations are complete
TKC Board and either the Hereditary Chief or Chairperson	Approve amendment by resolution.	As required
TKC	Notify Government of the result of approval process, and if approval granted, provide Government with a certified copy of the resolution pursuant to 2.3.5.3 (a).	Once TKC approval process is complete
Canada and Yukon	Undertake approval process in accordance with 2.3.5.1 and 2.3.5.2.	Upon receipt of certified copy of TKC resolution approving the amendment
Parties	Take agreed upon steps necessary to give effect to the amendment, including amendments to the implementation plan if required.	As soon as practicable once all approval processes are complete

Responsibility	Activities	Timing
Governor in Council, Commissioner in Executive Council	If all parties approve amendment, amend TKCFA by Order in Council.	As soon as practicable
Canada	Publish amendment in Canada Gazette.	As soon as practicable after the amendment is given effect
Yukon	Publish amendment in Yukon Gazette.	As soon as practicable after the amendment is given effect
TKC	Publish amendment in TKC law register.	As soon as practicable after the amendment is given effect

Project: Consultation during the drafting of any amendment to Settlement Legislation which affects the TKC

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 2.4.3.1 Government shall Consult with the Ta'an Kwach'an Council during the drafting of any amendment to Settlement Legislation which affects the Ta'an Kwach'an Council.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
Government	Notify TKC with respect to any proposed amendment to Settlement Legislation which affects the TKC. Provide details.	During the drafting of the amendment

Responsibility	Activities	Timing
TKC	Prepare and present views to Government.	Within reasonable time indicated by Government
Government	Give full and fair consideration to the views presented. Notify TKC of the outcome.	As soon as practicable upon receipt of TKC views

Planning Assumption

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

Project: TKC legal entities

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

- 2.11.7 Yukon First Nation Final Agreements may provide for that Yukon First Nation to alter from time to time which of its legal entities shall hold rights, liabilities or obligations pursuant to 2.11.4.
 - 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Ta'an Kwach'an Council may cause any of its rights, obligations and liabilities set out in this Agreement to be held or performed, on its behalf, by any legal entity wholly controlled by the Ta'an Kwach'an Council, or wholly controlled by the Ta'an Kwach'an Council and one or more other Yukon First Nations, provided any such arrangement does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.
 - 2.11.7.2 The Ta'an Kwach'an Council, prior to the Effective Date of this Agreement, shall establish and thereafter maintain a public register identifying all rights, obligations and liabilities held on its behalf pursuant to 2.11.7.1.
 - 2.11.7.3 Government shall not be liable to Ta'an Kwach'an for any damage or loss suffered by the Ta'an Kwach'an as a result of any failure of the Ta'an Kwach'an Council or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

Cross Referenced Clauses: 2.5.0 (all), 2.10.1, 2.11.4, 4.4.0 (all), 5.9.0 (all), 5.10.0 (all)

Responsibility	Activities	Timing
TKC	Maintain public register identifying all rights, obligations and liabilities held on behalf of TKC pursuant to 2.11.7.1.	Ongoing after the

Responsibility	Activities	Timing
		Effective Date
TKC	At discretion, alter entity holding rights, obligations or liabilities.	As necessary
TKC	Amend register to reflect alteration.	As required

Project: Resolution of overlapping claims

Responsible party: TKC, Overlapping YFN, Yukon and Canada

Participant / Liaison: None identified

Obligations addressed:

Chapter 2 Schedule B

- 2.1 The Ta'an Kwach'an Council shall make best efforts to reach agreement with each Overlapping Yukon First Nation on a Contiguous Boundary.
- 2.2 The location of a Contiguous Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.

Cross Referenced Clauses: Chapter 2 Schedule B 3.3, 3.4, 4.0 (all), 5.1

Responsibility	Activities	Timing
TKC	Contact Overlapping YFN and enter discussions making best efforts to agree on a Contiguous Boundary.	As soon as practicable
TKC and Overlapping YFN	If agreement is reached, submit agreed upon boundary to Canada and Yukon for approval.	As necessary
Canada and Yukon	Review agreement and notify affected YFNs of determination.	As soon as practicable

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

Project: Resolution of overlapping claims - panel of Elders

Responsible party: TKC, panel of Elders, Overlapping YFN

Participant / Liaison: Canada and Yukon

Obligations addressed:

Chapter 2 Schedule B

- 2.3 At any time at least six months prior to the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1, the Ta'an Kwach'an Council may agree with an Overlapping Yukon First Nation to establish a panel of elders to consider and make recommendations to those Yukon First Nations on a Contiguous Boundary.
- 2.4 A panel of elders referred to in 2.3 shall make its recommendations in writing no later than the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1. The costs of the panel shall be paid by the Yukon First Nations appointing the panel.
- 2.5 A recommendation of a panel on the location of a Contiguous Boundary which is accepted by the Ta'an Kwach'an Council and the Overlapping Yukon First Nation is subject to approval by the other parties to this Agreement.
 - 2.5.1 Where Canada or the Yukon does not approve the recommendation of a panel under 2.5, it shall give its reasons in writing.

Cross Referenced Clauses: 2.9.1; Chapter 2 Schedule B 3.1 (all), 3.2 (all), 3.3, 4.0 (all), 5.1

Responsibility	Activities	Timing
TKC	Seek agreement of Overlapping YFN to establish a panel of Elders to make recommendations on boundary.	At least six months before dispute resolution process is available pursuant to 3.1
TKC 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 TKC and Overlapping YFN on Contiguous Boundary.	No later than the date that a dispute can be referred to dispute resolution pursuant to 3.1
TKC and Overlapping YFN	Review recommendation of panel. If accepting the recommendation, forward it to Canada and Yukon.	Upon receipt of recommendation
Canada and Yukon	Consider recommendation approved by TKC and Overlapping YFN.	As soon as practicable
Canada and Yukon	Approve or reject recommendation. If rejecting, provide written reasons.	As soon as practicable
TKC, Canada and Yukon	If all parties approve, amend TKC Traditional Territory boundary.	As soon as practicable

Project: Resolution of overlapping claims - Dispute Resolution

Responsible party: TKC, Canada, Yukon, Overlapping YFN

Participant / Liaison: Person appointed to resolve dispute

Obligations addressed:

Chapter 2 Schedule B

- 3.1 In the absence of an approved agreement on the location of a Contiguous Boundary referred to in 2.2 or 2.5, any party to this Agreement or to an Overlapping Yukon First Nation Final Agreement may,

at any time after one year from the Effective Date of this Agreement or the Overlapping Yukon First Nation Final Agreement, whichever occurs later, refer the matter of the location of a Contiguous Boundary to the dispute resolution process under 26.3.0 provided:

- 3.1.1 that Overlapping Yukon First Nation Final Agreement contains specific provisions substantially the same as this schedule; or
- 3.1.2 the Ta'an Kwach'an Council and the Overlapping Yukon First Nation agree to refer the matter to the dispute resolution process under 26.3.0.
- 3.2 A person appointed under 26.7.0 to resolve a dispute under 3.1 shall have the power:
 - 3.2.1 to determine a Contiguous Boundary, in the Overlapping Area, between the Traditional Territories of the Overlapping Yukon First Nation and the Ta'an Kwäch'än Council, in addition to the other powers provided in Chapter 26 - Dispute Resolution; and
 - 3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.

Cross Referenced Clauses: 2.9.1 (all); Chapter 2 Schedule B 2.2, 2.4, 2.5, 3.1, 3.3, 3.4, 4.0 (all), 5.1, 26.3.0, 26.7.0

Responsibility	Activities	Timing
Any party to TKCFA or to an Overlapping YFNFA	Refer dispute to dispute resolution process under 26.3.0 if conditions listed in Chapter 2 Schedule B 3.1.1 or 3.1.2 are met.	After one year from the Effective Date of the later of the YFNFA's
Any party to TKCFA or to an Overlapping YFNFA	If no agreement at mediation, at discretion, refer dispute to arbitration.	As necessary
Arbitrator	If dispute referred to arbitration, determine Contiguous Boundary.	As required
Arbitrator	At discretion, direct that costs of panel under 2.4 be paid by one or more of the parties, if conditions are met.	When determining Contiguous Boundary
TKC, Canada and Yukon	Amend TKC Traditional Territory boundary.	As soon as practicable after dispute is resolved

Project: Final Agreements with Overlapping YFNs

Responsible party: Government and TKC

Participant / Liaison: Overlapping YFNs

Obligations addressed:

Chapter 2 Schedule B

- 5.2 Government shall make best efforts:
 - 5.2.1 to ensure that provisions substantially the same as this schedule are included in the Yukon First Nation Final Agreement of an Overlapping Yukon First Nation; and
 - 5.2.2 to conclude the Yukon First Nation Final Agreement of each Overlapping Yukon First Nation within 10 years of the Effective Date of this Agreement.
- 5.3 Government shall not agree in an Overlapping Yukon First Nation Final Agreement to provisions which resolve conflicts or inconsistencies between that Yukon First Nation Final Agreement and this Agreement in any manner other than as set out in this schedule, without the consent of the Ta'an Kwäch'än Council.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
Government	Make best efforts to include provisions substantially the same in the YFNFA of Overlapping YFNs.	During YFNFA negotiations
Government	Make best efforts to complete YFNFA of Overlapping YFNs.	Within 10 years of Effective Date
Government	If proposing to include provisions in an Overlapping YFNFA which resolve conflicts or inconsistencies in a manner other than that set out in this schedule, seek consent of the TKC.	As required during YFNFA negotiations
TKC	Review proposal and notify Government of decision.	Upon receipt of proposal
Government	Incorporate alternate approach.	If consent granted
	OR	

Responsibility	Activities	Timing
Government	Abandon proposal.	If consent not granted

Project: Traplines in Overlapping Area

Responsible party: TKC, Overlapping YFN

Participant / Liaison: None identified

Obligations addressed:

Chapter 2 Schedule B

- 6.1 A trapline which is situated more than 50 percent in an Overlapping Area and which might otherwise be designated as a Category 1 Trapline in accordance with 16.11.0 shall not be so designated until:
 - 6.1.1 more than 50 percent of that trapline is situated in the Traditional Territory of the Ta'an Kwach'an Council; or
 - 6.1.2 the Ta'an Kwach'an Council and the Overlapping Yukon First Nation agree.

Cross Referenced Clauses: 16.11.0 (all)

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

Project: Consultation on specified matters in Overlapping Area

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

Chapter 2 Schedule B

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

Cross Referenced Clauses: Chapter 2 Schedule B 4.1 (all)

Responsibility	Activities	Timing
Government	Notify TKC of matter which may affect rights of Ta'an Kwach'an or TKC and provide relevant information.	As required
TKC	Review information and present views to Government.	Within reasonable time indicated by Government
Government	Provide full and fair consideration to views presented.	Prior to taking action
Government	Take appropriate action taking into account views presented by TKC.	As necessary

Project: TKC enrollment responsibilities -- After the dissolution of an Enrollment Committee

Responsible party: TKC

Participant / Liaison: Yukon Enrollment Commission, Dispute Resolution Panel, Government

Obligations addressed:

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

Cross Referenced Clauses: 3.9.1, 3.9.2, 3.12.1

Responsibility	Activities	Timing
TKC	Receive documentation from Enrollment Committee.	Upon dissolution of the Enrollment Committee
TKC	Establish and publish procedures.	On assumption of enrollment duties
TKC	Publicize and provide information in respect of the enrollment process to Ta'an Kwach'an.	As required
TKC	Continue enrollment in accordance with this clause.	As required
TKC	Deliver to Yukon updated list.	Annually on anniversary of Enrollment Committee's dissolution

Project: Continuation of enrollment

Responsible party: TKC

Participant / Liaison: Enrollment Commission, Dispute Resolution Board, Government

Obligations addressed:

- 3.10.1 After the dissolution of an Enrollment Committee, a Person seeking enrollment as a Yukon Indian Person, and a Person making application pursuant to 3.3.2 or 3.3.3 shall apply to the appropriate Yukon First Nation which shall determine, according to this chapter, whether such Person or the Person on whose behalf the application is being made, is entitled to be enrolled under its Yukon First Nation Final Agreement.
- 3.10.2 If the Yukon First Nation rejects the application or fails or refuses to make a decision within 120 days, then an appeal shall lie to either:
 - 3.10.2.1 the Enrollment Commission, if it has not been dissolved pursuant to 3.10.4; or
 - 3.10.2.2 a single arbitrator appointed by the chairperson of the Dispute Resolution Board.
- 3.10.3 Upon a decision to enroll a Person under 3.10.1, the Yukon First Nation shall provide written notice to Government. Such enrollment shall not come into effect until 30 days following Government's receipt of such notice or, in the event of a dispute, until a determination has been made pursuant to 3.11.0.

Cross Referenced Clauses: 3.3.2, 3.3.3, 3.6.5.11, 3.10.4, 3.11.2.6, 3.11.3

Responsibility	Activities	Timing
TKC	Receive application for enrollment.	After dissolution of Enrollment Committee
TKC	Assess application and notify individual of determination.	Within 120 days of receipt of application
TKC	If application is accepted by TKC within 120 days: Notify Government in writing of acceptance.	As soon as practicable
Government	Acknowledge receipt. If no dispute, enrollment is given effect.	Upon receipt 30 days following date of receipt by Government
	If application is rejected or no decision made by TKC within 120 days, and an appeal is initiated:	
TKC	Prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator.	As required
TKC and Enrollment Commission or arbitrator	Notify Government of new beneficiary.	If Enrollment Commission or arbitrator confirms eligibility

Project: Cancel reservation or notation to Lands Set Aside

Responsible party: Canada (DIAND)

Participant / Liaison: TKC

Obligations addressed:

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

Cross Referenced Clauses: 4.2.1, 4.2.2

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

Project: Registration of title to Fee Simple Settlement Land**Responsible party:** LTO**Participant / Liaison:** TKC**Obligations addressed:**

- 5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.
- 5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
TKC	Apply to LTO to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after land becomes Settlement Land
LTO	Register title according to the procedures in effect.	As soon as practicable

Responsibility	Activities	Timing
LTO	Provide TKC with confirmation of registration.	As soon as practicable after registration

Planning Assumptions

1. In the majority of cases, the LTO already holds adequate surveys for Settlement Land parcels that exist in fee simple. It will be the responsibility of TKC 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.

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

Responsible party: LTO

Participant / Liaison: TKC, Mining Recorder

Obligations addressed:

- 5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.
- 5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
TKC	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 the procedures in effect.	As soon as practicable
LTO	Provide TKC with confirmation of registration.	As soon as practicable after registration

Planning Assumption

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

Project: Define boundaries of Settlement Land; deposit plans of survey in LTO and in TKC lands system(s)

Responsible party: Canada

Participant / Liaison: TKC, LTO

Obligations addressed:

- 5.3.2 The boundaries of the Settlement Land of a Yukon First Nation shall be defined pursuant to Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.
- 5.3.3 Plans of survey confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land shall be deposited in the Land Titles Office and any system established under 5.5.1.4 applicable to the Settlement Land dealt with in the survey.

Cross Referenced Clauses: 5.5.1.4, Chapter 15

Responsibility	Activities	Timing
Canada	Define boundaries of Settlement Land. (See activity sheets, Chapter 15).	After the Effective Date
Canada	Deposit plan of survey in the LTO.	Upon confirmation of survey plan
Canada	Deposit plan of survey in TKC system established under 5.5.1.4.	Upon confirmation of survey plan

Planning Assumption

1. The LTO will develop a system for receiving plans of survey deposited pursuant to this clause.
2. Natural Resources Canada will assume the lead role for Canada.

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

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 5.6.3 Where Category A Settlement Land is subject to an Existing Mineral Right or to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time:
 - 5.6.3.1 any Royalty received by Government for production after the date the land became Settlement Land in respect of that Existing Mineral Right; and
 - 5.6.3.2 any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that Existing Mineral Right and of any surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder.

Cross Referenced Clauses: 5.6.5, 15.6.6

Responsibility	Activities	Timing
Government	Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Settlement Land (except for Proposed Site Specific Settlement Land) and advise TKC in writing.	As soon as practicable after the Effective Date
Government	Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Site Specific Settlement Land and advise TKC in writing.	Following confirmation of survey plans for TKC Site Specific Settlement Land parcels
	If royalties and/or non-refunded rents are being collected:	
Government	Establish system to account for: <ul style="list-style-type: none"> • royalties in respect of Existing Mineral Rights received by Government from holder of a Mineral Right on Category A Settlement Land; and/or • non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category A Settlement Land. 	As soon as practicable after it is determined that royalties and/or non-refunded rents are being collected
Government	Account for and pay to TKC: <ul style="list-style-type: none"> • royalties for production received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right, and/or • non-refunded rents received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right and any surface lease. 	As soon as practicable after the first post-Effective Date payment is received by Government and thereafter, annually on a date agreed upon by Government and the TKC

Planning Assumption

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date except in the case of Proposed Site Specific Settlement Land, which becomes Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15.

Project: Payment of non-refunded rents -- Category B and Fee Simple Settlement Lands

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 5.6.4 Where Category B Settlement Land or Fee Simple Settlement Land is subject to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time, any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that existing surface lease held by the Mineral Right holder.

Cross Referenced Clauses: 5.6.5, 15.6.6

Responsibility	Activities	Timing
Government	Determine whether any non-refunded rents are being collected in respect of Category B and Fee Simple Settlement Land (except for Proposed Site Specific Settlement Land) and advise TKC in writing.	As soon as practicable after the Effective Date
Government	Determine whether any non-refunded rents are being collected in respect of Category B Site Specific and Fee Simple Site Specific Settlement Land and advise TKC in writing.	Following confirmation of survey plans for TKC Site Specific Settlement Land parcels
	If non-refunded rents are being collected:	
Government	Establish system to account for non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category B or Fee Simple Settlement Land.	As soon as practicable after it is determined that non-refunded rents are being collected

Responsibility	Activities	Timing
Government	Account for and pay to TKC non-refunded rents received by Government from the holder of a Mineral Right in respect of surface lease.	As soon as practicable after the first post-Effective Date payment is received by Government and thereafter annually on a date agreed upon by Government and the TKC

Planning Assumption

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date except in the case of Proposed Site Specific Settlement Land, which becomes Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15.

Project: Consultation with TKC – Encumbering Rights

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

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

Cross Referenced Clauses: 5.4.2 (all), 5.6.1, 5.6.3 (all), 5.6.4, 5.6.6

Responsibility	Activities	Timing
TKC, Government	Develop arrangements and procedures for Consultation identifying contacts, timelines, general information guidelines, and any other information required by TKC and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify and provide relevant details to TKC, of intention to: <ul style="list-style-type: none"> • renew or replace an Encumbering Right; • issue a new Encumbering Right; • set Royalty, rent or fee described. 	As required

Responsibility	Activities	Timing
TKC	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures for Consultation
Government	Provide full and fair consideration of views presented.	Prior to making determination
Government	Notify TKC of outcome.	Within reasonable time as set out in the arrangements and procedures for Consultation

Planning Assumptions

1. Government is responsible for ensuring that all of its relevant screening, reviewing, licensing and permitting departments and agencies are aware of their obligations pursuant to this clause.
2. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

Project: Amendment of terms of Encumbering Rights

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

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

Cross Referenced Clauses: 5.4.2 (all), 5.6.1, 5.6.2

Responsibility	Activities	Timing
Government	Notify TKC 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
TKC	Review the request, grant or deny consent, and notify Government of determination.	As soon as practicable

Responsibility	Activities	Timing
		upon receipt of notice
Government	Increase term.	If consent is granted
Government	OR	If consent is not granted
	Allow Encumbering Right to expire as originally scheduled.	

Project: Cancellation and replacement of Encumbering Rights

Responsible party: TKC

Participant / Liaison: Minister

Obligations addressed:

- 5.6.11 Subject to the consent of the Minister, a Yukon First Nation and the holder of an Encumbering Right may agree that the right be cancelled and replaced by an interest provided by the Yukon First Nation.
- 5.6.12 The Minister may only refuse to consent under 5.6.11 if:
 - 5.6.12.1 the holder of the Encumbering Right is in default of any obligation to Government or has outstanding unsatisfied liabilities to Government pursuant to the interest;
 - 5.6.12.2 the Encumbering Right was granted under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and there is no "Certificate of Improvements" issued thereunder or equivalent certificate issued under any successor Legislation;
 - 5.6.12.3 the Encumbering Right is a claim granted under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3 and there is no plan of survey of the claim approved in accordance with that Act or equivalent approval under successor Legislation; or
 - 5.6.12.4 there is a Person claiming an interest in the Encumbering Right.

Cross Referenced Clauses: 2.11.8

Responsibility	Activities	Timing
TKC	Advise Minister that TKC and the holder of an Encumbering Right have agreed that a Government-issued Encumbering Right should be cancelled and replaced by an interest provided by TKC. Provide details and request consent.	After the Effective Date

Responsibility	Activities	Timing
Minister	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
TKC	Replace Encumbering Right with interest provided by TKC.	Upon cancellation of Encumbering Right

Project: Discovery of information subject to disclosure

Responsible party: Government, TKC

Participant / Liaison: Surface Rights Board

Obligations addressed:

- 5.7.4 If Government or a Yukon First Nation becomes aware of any information described in 5.7.1 which has not been disclosed prior to that Yukon First Nation ratifying its Yukon First Nation Final Agreement and which is not publicly available in the Land Titles Office, that party shall provide the other with the information, whereupon Government shall declare
 - 5.7.4.1 that:
 1. the department or entity does not have the management, charge or direction of the land,
 2. the reservation is cancelled, or
 3. the Commissioner does not have administration and control of the land, as the case may be, and, as of the date of the declaration, the Settlement Land shall not be subject to such management, charge or direction, reservation or administration and control and no compensation shall be payable to the Yukon First Nation; or
 - 5.7.4.2 in the cases of 5.7.1.2 or 5.7.1.3(b), that, with the agreement of the affected Yukon First Nation, the land described in 5.7.1.2 or 5.7.1.3(b) remains Settlement Land subject to the reservation and, as of the date of the declaration, Government shall provide compensation as determined pursuant to 7.5.0 to the Yukon First Nation for any diminution in the value of the Settlement Land resulting from the continuation of the reservation after the date of the declaration, and the Settlement Land shall be subject to the reservation.

Cross Referenced Clauses: 5.7.1 (all), 5.7.5 (all), 7.5.0 (all)

Responsibility	Activities	Timing
Government or TKC	Provide other party with information subject to disclosure under 5.7.1.	After ratification of TKCFA, upon

Responsibility	Activities	Timing
		becoming aware of information
Government	Declare status under 5.7.4.1. OR	As soon as practicable
Government	Declare status under 5.7.4.2.	As soon as practicable
Government and TKC	Negotiate compensation.	As required if land is declared pursuant to 5.7.4.2
	If no agreement on compensation:	
Government or TKC	Refer matter to Surface Rights Board for determination of compensation pursuant to 7.5.0.	Within a reasonable period of time
Government and TKC	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

Project: Reacquisition of Settlement Land

Responsible party: TKC

Participant / Liaison: LTO

Obligations addressed:

- 5.12.1 Where land which is or was subject to the operation of 5.10.0 is reacquired by a Yukon First Nation in fee simple, whether including or excluding the Mines and Minerals, that Yukon First Nation may declare the land to be Settlement Land and thereafter the land shall be Settlement Land of the following category:
 - 5.12.1.1 Category A Settlement Land when Mines and Minerals are included and the land had previously been Category A Settlement Land;
 - 5.12.1.2 Category B Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Category B Settlement Land; or

- 5.12.1.3 Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Fee Simple or Category A Settlement Land, except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.

Cross Referenced Clauses: 5.10.0 (all)

Responsibility	Activities	Timing
TKC	Reacquire Settlement Land in fee simple title.	At discretion of TKC
TKC	Register fee simple title at LTO.	Upon reacquisition

Project: Deregistration of Category A and Category B Settlement Land

Responsible party: TKC

Participant / Liaison: LTO

Obligations addressed:

- 5.13.1 A Yukon First Nation may deregister a Parcel of Category A Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law, other than:
 - 5.13.1.1 the reservations and exceptions set out in 5.4.2; and
 - 5.13.1.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7 other than the reservations set out in paragraphs 13(a) and (b) or 15(a) of that Act.
- 5.13.2 A Yukon First Nation may deregister a Parcel of Category B Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law other than:
 - 5.13.2.1 the reservations and exceptions set out in 5.4.2; and
 - 5.13.2.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7.

Cross Referenced Clauses: 5.4.2 (all), 5.13.3

Responsibility	Activities	Timing
TKC	At discretion, apply to LTO to deregister parcel of Category A or B Settlement Land.	After Effective Date
LTO	Verify that land is eligible for deregistration under this clause.	Upon application by TKC

Responsibility	Activities	Timing
LTO	If eligible, deregister parcel and notify TKC of deregistration.	As soon as practicable

Project: Exceptions to Waterfront Right of Way

Responsible party: Government, TKC, user of Waterfront Right-of-Way

Participant / Liaison: None identified

Obligations addressed:

- 5.15.1 Unless otherwise agreed in a Yukon First Nation Final Agreement on a case by case basis, there shall be a Waterfront Right-of-Way 30 metres in width measured landward from the Natural Boundaries within Settlement Land of all Navigable Waters which abut or are within Settlement Land.
 - 5.15.1.1 Any exception to the Waterfront Right-of-Way referred to in 5.15.1 is set out as a special condition in Appendix A - Settlement Land Descriptions, attached to this Agreement.

Cross Referenced Clauses: Appendix A - Settlement Land Descriptions R-1A, R-12A, R-20A, R-22B

Responsibility	Activities	Timing
Government, TKC, user of Waterfront Right-of-Way	When considering use of Waterfront Right-of-Way, refer to the exceptions to Waterfront Right-of-Way located in TKCFA Appendix A - Settlement Land Descriptions.	As required

Project: Consent for access to Waterfront Right-of-Way

Responsible party: TKC

Participant / Liaison: Surface Rights Board

Obligations addressed:

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

Cross Referenced Clauses: 5.15.0 (all), Appendix A - Settlement Land Descriptions R-1A, R-12A, R-20A, R-22B

Responsibility	Activities	Timing
TKC	Receive request for access.	As required

Responsibility	Activities	Timing
TKC	Review request, grant or deny request and notify applicant of decision.	Within a reasonable time of the request
TKC	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

Project: Consent for establishment of permanent camp or structure on Waterfront Right-of-Way

Responsible party: TKC, Government

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 5.15.0 (all), Appendix A - Settlement Land Descriptions R-1A, R-12A, R-20A, R-22B

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

Project: Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement

Responsible party: TKC, Yukon, Canada

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 2.3.4, 2.3.5 (all), 2.3.6, 6.1.8

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

Project: Right of access for outfitting concession holders

Responsible party: Canada, Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: None identified

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

Responsibility	Activities	Timing
TKC	At discretion, negotiate additional rights of access with outfitting concession holder.	

Planning Assumption

1. A letter will be written on behalf of the Parties as the mechanism for informing the concession holders.

Project: Determining liability of TKC on Undeveloped Settlement Land

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: None identified

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

Project: Reporting damage to TKC Settlement Land as a result of entry in an emergency

Responsible party: TKC, Person causing damage to TKC Settlement Land

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
TKC	Develop procedures regarding monitoring/reporting damage.	After Effective Date
Person causing damage to TKC Settlement Land	If damage is caused to TKC Settlement Land as a result of entry in an emergency, report location of damage to TKC.	As soon as practicable
TKC	Respond to report of damage. Assess extent of damage.	As soon as practicable after report is received
TKC	At discretion, request compensation for damage.	As soon as practicable after determining extent of damage
TKC, Person causing damage to TKC Settlement Land	At discretion, attempt to negotiate settlement.	As necessary
TKC	If unable to reach settlement, pursue other options.	As necessary

Project: Conditions of access

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

- 6.1.6 A right of access provided by 5.15.3, 6.3.1 and 6.3.2 is subject to the conditions that there shall be no:
 - 6.1.6.1 significant damage to Settlement Land or to improvements on Settlement Land;
 - 6.1.6.2 mischief committed on Settlement Land;
 - 6.1.6.3 significant interference with the use and peaceful enjoyment of Settlement Land by the Yukon First Nation;
 - 6.1.6.4 fee or charge payable to the affected Yukon First Nation; or
 - 6.1.6.5 compensation for damage other than for significant damage.

Cross Referenced Clauses: 5.15.3, 6.1.5, 6.1.7, 6.3.1 (all), 6.3.2, 6.3.7, 6.6.0 (all), Appendix A - Settlement Land Descriptions R-1A, R-12A, R-20A, R-22B

Responsibility	Activities	Timing
TKC	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
If no compliance with 6.1.6 conditions:		
TKC	At discretion, refer to Surface Rights Board pursuant to 6.3.7, or to court.	Within a reasonable period of time
TKC	Prepare for and participate in Surface Rights Board or court process.	In accordance with Surface Rights Board or court rules

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

Responsible party: TKC, Canada, Yukon

Participant / Liaison: None identified

Obligations addressed:

- 6.1.8 Government and a Yukon First Nation may agree from time to time to designate Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land.

Cross Referenced Clauses: 2.3.5 (all), 2.3.6 (all), 6.1.2 (all), 6.1.8.1, Appendix A - Settlement Land Descriptions 3.2.2

Responsibility	Activities	Timing
TKC 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
TKC or Yukon or Canada (other 2 parties)	Review proposal and respond to initiating party.	Within a reasonable period of time

Responsibility	Activities	Timing
TKC, Yukon, Canada	Attempt to reach three party agreement through negotiation.	
TKC, Yukon, Canada	Amend TKCFA as set out in 2.3.5.	If amendment required
TKC	Register changed designation in TKC land registry system.	
Government	Record changed designation.	

Planning Assumption

1. If Settlement Land is redesignated, maps of Settlement Land will be changed to indicate redesignation.

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

Responsible party: TKC

Participant / Liaison: Government

Obligations addressed:

- 6.1.9 Subject to Chapter 7 - Expropriation, unless the affected Yukon First Nation otherwise agrees, any route of access on Settlement Land which may be established or improved after the Effective Date of the affected Yukon First Nation's Final Agreement shall remain Settlement Land and shall not be designated by operation of law or otherwise, as a highway or public road, notwithstanding that the route is established or improved:
 - 6.1.9.1 for the benefit of any Person; or
 - 6.1.9.2 using funds or other resources provided directly or indirectly by Government for the establishment or improvement of such route.

Cross Referenced Clauses: 2.3.5 (all), Chapter 7, 9.6.1 (all)

Responsibility	Activities	Timing
Government	Request to designate any new or improved route of access on Settlement Land as a highway or public road.	As determined necessary by Government

Responsibility	Activities	Timing
TKC	Review request and notify Government of decision.	Within a reasonable period of time
Government	If consent denied, leave route as Settlement Land. OR	
Parties	If consent is granted, amend TKCFA pursuant to 2.3.5.	As required

Project: Right of access to cross Undeveloped Settlement Land

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 6.3.1 (all), 6.3.2, 6.3.4 (all)

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

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

Responsible party: TKC

Participant / Liaison: Government

Obligations addressed:

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

Cross Referenced Clauses: 5.6.0 (all), 6.3.5 (all)

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

Project: Reference to Surface Rights Board

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 6.3.1 (all), 6.3.2, 6.6.0 (all)

Responsibility	Activities	Timing
TKC, affected Person	Refer disputes arising from interpretation, application or alleged violation of access provided under 6.3.1 or 6.3.2 or disputes concerning access conditions established pursuant to negotiations	As required

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

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

Responsible party: Government, its agents or contractors

Participant / Liaison: TKC

Obligations addressed:

- 6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.
- 6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:
 - 6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and

Cross Referenced Clauses: 6.4.3 (all), 6.4.4, 6.6.0 (all)

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

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

Planning Assumption

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

Project: Exercise of right of access by Government, its agents or contractors for more than 120 consecutive days

Responsible party: Government, its agents or contractors

Participant / Liaison: TKC

Obligations addressed:

- 6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.
- 6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:
 - 6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Cross Referenced Clauses: 6.4.3 (all), 6.4.4, 6.4.6 (all)

Responsibility	Activities	Timing
Government, its agents or contractors	Notify TKC 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

Responsibility	Activities	Timing
TKC	Review notification and notify Government of decision.	Within a reasonable period of time after notification
Government, its agents or contractors	<p>If consent granted, exercise access.</p> <p>OR</p> <p>If consent not granted, cease access and at discretion, refer issue to Surface Rights Board.</p>	<p>As necessary</p> <p>Within a reasonable period of time</p>
TKC	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
Government, its agents or contractors	If Surface Rights Board so orders, exercise access pursuant to order.	As necessary
TKC	Monitor access.	During and after access

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: TKC

Obligations addressed:

- 6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.
- 6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:
 - 6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and

Cross Referenced Clauses: 6.4.3 (all), 6.4.4, 6.6.0 (all)

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

Project: Exercise of right of access by Person authorized by Law for more than 120 consecutive days

Responsible party: Person authorized by Law

Participant / Liaison: TKC

Obligations addressed:

- 6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.
- 6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:
 - 6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Cross Referenced Clauses: 6.4.3 (all), 6.4.4, 6.4.6 (all)

Responsibility	Activities	Timing
Person authorized by Law	Notify TKC 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
TKC	Review notification and notify authority of decision	Within a reasonable period of time after notification
Person authorized by Law	If consent granted, exercise access. OR If consent not granted, cease access and at discretion, refer issue to Surface Rights Board.	As necessary Within a reasonable period of time
TKC	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
Person authorized by Law	If Surface Rights Board so orders, exercise access pursuant to order.	As necessary
TKC	Monitor access.	During and after access

Project: Liability for damage to Settlement Land

Responsible party: TKC

Participant / Liaison: Government, its agents or contractors, or Person authorized by Law

Obligations addressed:

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

Cross Referenced Clauses: 6.4.1, 6.4.2

Responsibility	Activities	Timing
TKC	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 TKC any significant damage to Settlement Land.	As soon as practicable after damage is caused
TKC	Assess extent of damage to Settlement Land or improvements on Settlement Land.	As soon as practicable after receipt of report
If TKC makes determination to seek compensation:		
TKC	Request compensation for damage after receiving report of damage.	As necessary
TKC and Government, its agents or contractors, or Person authorized by Law	Attempt to negotiate settlement.	As soon as practicable after request to negotiate is received
TKC	If settlement is not reached, at discretion, pursue other options.	As necessary

Project: Department of National Defence ("DND") right of access

Responsible party: Canada (DND), TKC

Participant / Liaison: None identified

Obligations addressed:

- 6.5.1 In addition to the right of access provided by 6.4.1, the Department of National Defence has a right of access to Undeveloped Settlement Land for military manoeuvres with the consent of the affected Yukon First Nation with respect to contact persons, areas, timing, environmental protection, protection of Wildlife and habitat, land use rent, and compensation for damage caused to Settlement Land and improvements and personal property thereon, or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.
- 6.5.3 Government shall give reasonable advance notice of military exercises or operations to inhabitants of any area to be affected.

Cross Referenced Clauses: 6.4.1, 6.5.2

Responsibility	Activities	Timing
Canada (DND)	Request consent of TKC for access to its Undeveloped Settlement Land for military manoeuvres.	As required, prior to exercise of right of access
TKC	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
TKC	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules
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

Project: Establishment of terms and conditions of access by TKC

Responsible party: TKC

Participant / Liaison: Government

Obligations addressed:

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

Cross Referenced Clauses: 5.5.1 (all), 5.15.3, 6.1.3, 6.3.1 (all), 6.3.2, 6.4.1, 6.4.2, 6.6.3 (all), 6.6.4 (all), 16.11.12, 18.3.1 (all), 18.4.1 (all), 18.4.2

Responsibility	Activities	Timing
TKC	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
TKC, Government	Attempt to negotiate terms and conditions for the exercise of a right of access listed above.	Within reasonable time after notification by TKC
If no negotiated agreement:		
TKC	At discretion, refer matter to Surface Rights Board to establish terms and conditions for the exercise of a right of access specifying seasons, times, locations and method or manner of access in accordance with 6.6.3 and 6.6.4.	Within a reasonable period of time
TKC	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

Project: Expropriation – Location and extent

Responsible party: Expropriating Authority

Participant / Liaison: TKC, Government

Obligations addressed:

- 7.3.1 This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by a Yukon First Nation.
- 7.4.1 An Authority shall negotiate with the Affected Yukon First Nation the location and extent of Settlement Land to be acquired or expropriated.
- 7.4.3 When agreement of the Affected Yukon First Nation pursuant to 7.4.1 is not obtained, the following procedures shall apply:
 - 7.4.3.1 any expropriation of Settlement Land shall require the approval of the Governor in Council or the Commissioner in Executive Council as the case may be;
 - 7.4.3.2 notice of the intention of any Authority to seek approval under 7.4.3.1 shall be given to the Affected Yukon First Nation by the Authority; and
 - 7.4.3.3 notice of the intention shall not be given until the public hearing process under 7.6.0 or the public hearing in accordance with Legislation has been completed.
- 7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. N-7 to settle disputes in respect of expropriation.

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

Cross Referenced Clauses: 7.4.2, 7.5.1, 7.5.2 (all), 7.6.0 (all)

Responsibility	Activities	Timing
Expropriating Authority	Notify TKC of proposal to acquire or expropriate Settlement Land.	As required
TKC and Expropriating Authority	Prepare for negotiations.	Upon receipt of notice
Expropriating Authority and TKC	Negotiate location and extent of land to be acquired or expropriated.	At a time agreeable to the parties
TKC	If there is an objection filed by TKC, prepare for and participate in public hearing process pursuant to 7.6.0 or the public hearing in accordance with Legislation.	As necessary
Expropriating Authority	If, following the public hearing process, the Expropriating Authority intends to proceed, notify TKC of intention to seek approval to expropriate.	After public hearing is complete
Expropriating Authority	Seek Governor in Council or Commissioner in Executive Council approval to expropriate.	Prior to expropriating
Governor in Council or Commissioner in Executive Council	Determine if approval will be granted.	Upon request

Planning Assumption

1. The process for determining and awarding compensation in respect of an expropriation is outlined in 7.5.1 to 7.5.2.10. Discussions respecting compensation may occur concurrently with the negotiations on the extent and location of Settlement Land proposed to be expropriated.

Project: Expropriation – Compensation

Responsible party: Expropriating Authority

Participant / Liaison: TKC, Surface Rights Board or National Energy Board

Obligations addressed:

- 7.5.1 An Authority shall negotiate with the Affected Yukon First Nation compensation for Settlement Land being expropriated or acquired, pursuant to this chapter.
- 7.5.2 When the agreement of the Affected Yukon First Nation pursuant to 7.5.1 is not obtained, the following provisions shall apply:
 - 7.5.2.1 the Surface Rights Board shall determine any dispute over compensation upon an application by either the Authority or Affected Yukon First Nation, except where the expropriation is pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7;
 - 7.5.2.2 compensation ordered by the Surface Rights Board may be,
 1. upon request by the Affected Yukon First Nation, and, if available and identified by the Affected Yukon First Nation, Land of the Authority within the Traditional Territory of the Affected Yukon First Nation,
 2. money,
 3. other forms of compensation, or
 4. any combination of above;
 - 7.5.2.3 when the Affected Yukon First Nation requests Land to be all or part of the compensation, the Surface Rights Board shall,
 1. determine whether the Authority holds Land identified by the Affected Yukon First Nation which is within its Traditional Territory and whether that Land is available,
 2. determine the value, in accordance with 7.5.2.7, of the Authority's Land which is available,
 3. order the Authority to transfer to the Affected Yukon First Nation the amount of available Land necessary to provide compensation, and
 4. subject to 7.5.2.4, where Land transferred to the Affected Yukon First Nation pursuant to 7.5.2.3(c) and 7.5.2.4(c) is not sufficient to provide compensation in Land as requested, order the balance of compensation to be in the form of 7.5.2.2(b), or (c), or both;
 - 7.5.2.4 if the expropriating Authority is not Government and the Surface Rights Board has determined there is not sufficient available Land for the purposes of 7.5.2.3,
 1. the Board shall so notify Government and thereafter Government shall be a party to the proceedings,
 2. the Board shall determine whether Government holds available Land which is contiguous to the Settlement Land and within the Affected Yukon First Nation's Traditional Territory, whether that Land is available and if so the value of that available Land in accordance with 7.5.2.7,
 3. the Board shall order Government to transfer to the Affected Yukon First Nation available Land up to the value, which in addition to the value of Land provided under 7.5.2.3, is necessary to provide compensation in Land as requested by the Affected Yukon First Nation under 7.5.2.3, and
 4. the Authority shall pay to Government the value of the Land provided under 7.5.2.4 (c) and all costs of Government associated with the transfer;
 - 7.5.2.5 the Surface Rights Board shall consider the matters set out in 8.4.1 when assessing the value of expropriated Settlement Land;
 - 7.5.2.6 Land is not available for the purposes of 7.5.2.3 or 7.5.2.4, if it is,

1. Land subject to an agreement for sale or a lease containing an option to purchase, unless both Government and the Person holding such an interest in the Land consent,
 2. Land subject to a lease, unless both Government and the lessee consent,
 3. a highway or highway right-of-way,
 4. Land within 30 metres of the boundary line between the Yukon and Alaska, the Yukon and Northwest Territories, and the Yukon and British Columbia,
 5. Land determined by the Surface Rights Board to be occupied or used by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
 6. Land determined by the Surface Rights Board to be required for future use by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
 7. Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit the expansion of Yukon communities,
 8. Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit access for any Person to Navigable Water or highways, or
 9. such other Land as the Surface Rights Board in its discretion determines is not available;
- 7.5.2.7 in determining the value of the Land to be provided by an Authority, the Surface Rights Board shall consider, in addition to the market value of the Land,
 1. the value of Fish and Wildlife Harvesting and of gathering to the Affected Yukon First Nation,
 2. any potential effect of the Land to be provided by an Authority upon other Settlement Land of the Affected Yukon First Nation,
 3. any cultural or other special value of the Land to the Affected Yukon First Nation, and
 4. such other factors as may be permitted by the Legislation establishing the Board;
 - 7.5.2.8 Land provided or ordered as compensation under this chapter, which is within the Traditional Territory of the Affected Yukon First Nation, shall be transferred to the Affected Yukon First Nation in fee simple and shall, in accordance with 7.5.2.9, be designated as,
 1. Category A Settlement Land when Mines and Minerals are included, or
 2. Category B Settlement Land or Fee Simple Settlement Land when Mines and Minerals are not included;
 - 7.5.2.9 prior to making an order under 7.5.2.3(c) or 7.5.2.4(c), the designation of Land under 7.5.2.8(b), and the designation of the acquired Land as Developed Settlement Land or Undeveloped Settlement Land shall be determined,
 1. by agreement between the Affected Yukon First Nation and Government, or
 2. failing agreement, by the Surface Rights Board; and
 - 7.5.2.10 the designation of Land provided as compensation shall not affect any surrender in respect of such Land.

Cross Referenced Clauses: 7.7.1, 7.7.2, 8.4.1 (all)

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

Planning Assumption

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

Project: Inclusion of TKC nominee(s) on board, committee or other panel authorized by the National Energy Board Act where TKC Settlement Land is expropriated

Responsible party: National Energy Board

Participant / Liaison: TKC

Obligations addressed:

- 7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. N-7 to settle disputes in respect of expropriation.
- 7.7.2 The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.

Cross Referenced Clauses: None identified

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

Planning Assumption

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

Project: Compensation payable in relation to the exercise of a Flooding Right not identified in the TKCFA

Responsible party: Authority exercising a Flooding Right

Participant / Liaison: TKC, Surface Rights Board

Obligations addressed:

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

Cross Referenced Clauses: 7.8.1 (all), 7.8.2, TKCFA Plan Activity Sheet 7.3.1

Responsibility	Activities	Timing
Authority exercising a Flooding Right and TKC	Follow expropriation procedures listed in activity sheet for 7.3.1.	Prior to the exercise of the Flooding Right

Responsibility	Activities	Timing
Authority and TKC	Negotiate compensation.	As required
If no agreement on compensation:		
Authority or TKC	At the discretion of any party, apply to Surface Rights Board to resolve dispute over compensation.	Within a reasonable period of time
Authority and TKC	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

Project: Variation of land allocation

Responsible party: Government, affected YFN(s)

Participant / Liaison: None identified

Obligations addressed:

- 9.3.4 The land allocation determined under 9.3.3 for Yukon First Nations which do not have a Yukon First Nation Final Agreement may be varied by agreement in writing of all affected Yukon First Nations and Government.

Cross Referenced Clauses: 2.3.1, 9.3.3; Chapter 9 Schedule A

Responsibility	Activities	Timing
YFN(s) or Government	Propose to vary land allocation determined in Chapter 9 Schedule A.	During negotiations of outstanding YFNFA
Party seeking to vary allocation	Notify Government and all affected YFN(s) of proposal and seek written agreement.	Prior to varying allocation
Affected YFN(s) and Government	Review and provide written response to proposal.	As soon as practicable

Responsibility	Activities	Timing
Affected YFN(s) and Government	Vary allocation.	If written agreement of affected YFN(s) and Government is secured

Planning Assumptions

1. If the first activity arises, it will be in the context of outstanding YFNFA negotiations; once all YFNFA's have been completed, this clause will have no further effect.
2. If the land allocation pursuant to Chapter 9 Schedule A is varied, an amendment to the UFA will be required.

Project: Land exchange (not including land exchange relating to Livingstone Trail)

Responsible party: Canada, Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 2.3.5 (all), 9.6.1.1; Chapter 9 Schedule B (all)

Responsibility	Activities	Timing
Canada, Yukon, or TKC	At discretion of any party, propose a land exchange.	After Effective Date
Canada, Yukon and TKC	Review proposal and negotiate exchange.	If the Parties agree
Canada, Yukon and TKC	Effect the exchange, amending Settlement Land description pursuant to 2.3.5, and amending other records as required.	Once an agreement has been negotiated

Planning Assumptions

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

Project: Livingstone Trail Realignment - TKC transfer of right, title and interest of portions of Parcels R 14B and R-20A

Responsible party: TKC, Yukon

Participant / Liaison: None identified

Obligations addressed:

Chapter 9 Schedule B

- 2.0 The Ta'an Kwach'an Council, upon receipt of the 60 days written notice referred to in the Livingstone Trail Realignment Special Conditions, shall forthwith transfer to the Yukon all its right, title, and interest in those portions of Parcels R-14B and R-20A upon which the 60 metre right-of-way and bridgehead reserves required for the Livingstone Trail Realignment have, in accordance with the Livingstone Trail Realignment Special Conditions, been surveyed.
- Appendix A - Settlement Land Descriptions R-14B, R-20A
 - subject to the following Special Conditions:
 - - Livingstone Trail Realignment:
 - (3) at any time within 5 years of having completed the Survey, the Yukon may, by providing 60 days written notice to the Ta'an Kwach'an Council and Canada, indicate its intention to commence the land exchange provided for in Schedule B of Chapter 9 and upon receipt of the notice by the Ta'an Kwach'an Council and Canada, the parties to this Agreement shall forthwith proceed with the land exchange;
 - (5) unless the parties to this Agreement otherwise agree, the Ta'an Kwach'an Council shall not allow any development on the Approximate Right-of-Way Location and Approximate Bridgehead Reserve Locations, following their identification, until such time as the survey has been completed or until the expiry of 55 years from the Effective Date of this Agreement, whichever is earlier;

Cross Referenced Clauses: 9.6.1.1; Chapter 9 Schedule B (all); Appendix A - Settlement Land Descriptions R-14B (all), R-20A (all)

Responsibility	Activities	Timing
TKC	Disallow any development on the Approximate Right-of-Way Location and Approximate Bridgehead Reserve Locations, following their identification.	Before the survey is completed, or until the expiry of 55 years from the Effective Date, whichever is earlier
Yukon	At discretion, provide written notice of at least 60 days to TKC and Canada that it wishes to commence the land exchange provided for in Chapter 9 Schedule B.	Within 5 years of having completed the Survey
TKC	Transfer to Yukon all rights, titles and interests in the portions of Parcels R-14B and R-20A upon which the	As soon as practicable following receipt of the 60 days written notice

Responsibility	Activities	Timing
	60 metre right of way and bridgehead reserves are required for the Livingstone Trail Realignment.	

Planning Assumptions

1. The provisions of Schedule B shall be of no force and effect two years from the Effective Date of the Final Agreement should no approximate location of the right-of-way and any bridgehead reserves referred to in the Livingstone Trail Realignment Special Regulations be identified by Yukon (Livingstone Trail Realignment Special Conditions - R-14B, R-20A).
2. The provisions of Schedule B shall be of no force and effect if the survey referred to in the Livingstone Trail Realignment Special Conditions is not completed within 50 years of the Effective Date of this Agreement (Livingstone Trail Realignment Special Conditions - R-14B, R-20A).
3. The provisions of Schedule B shall be of no force and effect after five years from the date of completion of the survey referred to in the Livingstone Trail Realignment Special Conditions should Yukon not commence construction of the Livingstone Trail Realignment (Livingstone Trail Realignment Special Conditions - R-14B, R-20A).

Project: Livingstone Trail Realignment - Negotiation of Crown Land to be transferred by Government to TKC in exchange for lands transferred to Government

Responsible party: Canada, Yukon, TKC

Participant / Liaison: YFN in whose Traditional Territory selected Crown Lands may be located ("the Other Yukon First Nation")

Obligations addressed:

Chapter 9 Schedule B

- 3.0 Government shall transfer Crown Land to the Ta'an Kwach'an Council as compensation for the Settlement Land transferred under 2.0 and the parties to this Agreement shall make reasonable efforts to reach agreement as to the Crown Land to be transferred.
- 4.0 If the parties to this Agreement are unable to reach agreement as to the Crown Land to be transferred pursuant to 3.0, the Surface Rights Board, upon the application of any one of the parties, shall identify Crown Land within the Traditional Territory of the Ta'an Kwach'an Council to be transferred to the Ta'an Kwach'an Council.
- 5.0 In making its determination under 4.0, the Surface Rights Board shall consider:
 - 5.1 any cultural or other special value to the Ta'an Kwach'an Council of the Settlement Land transferred to Yukon pursuant to 2.0; and
 - 5.2 the considerations set out in 7.5.2.6 of Chapter 7 and 9.5.6 of Chapter 9;
- 6.0 Any Crown land transferred to the Ta'an Kwach'an Council pursuant to an agreement reached under 3.0 or by an order of the Surface Rights Board under 4.0:
 - 6.1 shall be the full and only compensation for the Settlement Land transferred to Yukon pursuant to 2.0;
 - 6.2 shall be transferred by Government to the Ta'an Kwach'an Council in fee simple; and
 - 6.3 unless the parties to this Agreement otherwise agree, shall be designated as Category B Settlement Land.

- 7.0 Crown Land outside of the Traditional Territory of the Ta'an Kwach'an Council may be transferred to the Ta'an Kwach'an Council pursuant to an agreement reached under 3.0 but the land shall not be designated as Settlement Land unless agreed to by the parties to this Agreement and the Yukon First Nation in whose Traditional Territory the Crown Land is located.

Cross Referenced Clauses: 2.3.1, 7.5.2.6 (all), 8.2.1.1, 9.3.3, 9.5.6, 9.6.1.1; Chapter 9 Schedule B 1.0, 2.0; Appendix A - Settlement Land Descriptions R-14B (all), R-20A (all)

Responsibility	Activities	Timing
Canada, Yukon, TKC	Attempt to negotiate an agreement as to the Crown Land that is to be transferred in fee simple to TKC in exchange for the land transferred to Yukon under Chapter 9 Schedule B 2.0.	As soon as practicable after TKC receipt of written notice referred to in the Livingstone Trail Realignment Special Conditions
If agreement is reached on the Crown Land to be transferred AND the agreed-to Crown land is located WITHIN the Traditional Territory of TKC:		
Government	Transfer the agreed-to Crown land to TKC in fee simple. Unless the parties otherwise agree, designate the lands in question as Category B Settlement Land.	As soon as practicable after agreement is reached
If agreement is reached on the Crown Land to be transferred AND the agreed-to Crown land is located OUTSIDE the Traditional Territory of TKC:		
Government	Transfer the agreed-to Crown land to TKC in fee simple.	As soon as practicable after agreement is reached
Government, TKC	At discretion, make request to the Other Yukon First Nation that the identified land to be transferred to TKC shall be designated as TKC Category B Settlement Land.	As soon as practicable after land is identified
Other Yukon First Nation	Accept or deny request.	
Government	If request accepted, designate the agreed-to lands as TKC Category B Settlement Land.	As soon as practicable after requested accepted by the Other Yukon First Nation
If no agreement is reached on the Crown Land to be transferred:		
Canada, Yukon or TKC	Refer matter to the Surface Rights Board for a determination of the Crown Land within the Traditional Territory of TKC to be transferred	As necessary

Responsibility	Activities	Timing
	to TKC in exchange for the Settlement Land transferred to Yukon under Chapter 9 Schedule B 2.0.	
Canada, Yukon, TKC	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules
Surface Rights Board	Determine which Crown Land within the Traditional Territory of TKC is to be transferred in fee simple to TKC in exchange for the land transferred to Yukon under Chapter 9 Schedule B 2.0.	
Government	Transfer Crown Land to TKC in fee simple. Unless the parties otherwise agree, designate the lands in question as Category B Settlement Land.	As soon as practicable after decision of Surface Rights Board

Planning Assumptions

1. The provisions of Schedule B shall be of no force and effect should no approximate location of the right-of-way and any bridgehead reserves referred to in the Livingstone Trail Realignment Special Regulations be identified by Yukon within two years from the Effective Date of the Final Agreement (Livingstone Trail Realignment Special Conditions - R-14B, R-20A).
2. The provisions of Schedule B shall be of no force and effect should the survey referred to in the Livingstone Trail Realignment Special Conditions is not completed within 50 years of the Effective Date of this Agreement (Livingstone Trail Realignment Special Conditions - R-14B, R-20A).
3. The provisions of Schedule B shall be of no force and effect should Yukon not commence construction of the Livingstone Trail Realignment after five years from the date of completion of the survey referred to in the Livingstone Trail Realignment Special Conditions (Livingstone Trail Realignment Special Conditions - R-14B, R-20A).

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

Responsible party: Government

Participant / Liaison: LRRC, YHRB

Obligations addressed:

- 10.3.3 Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.
- 10.3.4 Government may refer proposals to establish historic territorial parks, national historic sites administered by the Canadian Parks Service or to designate Heritage Sites as Designated Heritage Sites to the Heritage Resources Board established pursuant to 13.5.0 instead of the affected Renewable Resources Council for its review and recommendations.
- 10.3.5 A Special Management Area may not include Settlement Land without the consent of the affected Yukon First Nation.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.1; 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.1

Responsibility	Activities	Timing
Government	Forward proposal for a Special Management Area to the LRRC or YHRB. Notify affected YFNs.	If proposing the establishment of a Special Management Area that does not include Settlement Land
LRRC or YHRB	Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposal.	As required within reasonable time period
Government	Review recommendations of LRRC or YHRB.	
Government	At discretion, establish Special Management Area (after consideration of 10.4.1).	

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

Responsible party: Government

Participant / Liaison: LRRC, YHRB

Obligations addressed:

- 10.3.3 Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.
- 10.3.4 Government may refer proposals to establish historic territorial parks, national historic sites administered by the Canadian Parks Service or to designate Heritage Sites as Designated Heritage Sites to the Heritage Resources Board established pursuant to 13.5.0 instead of the affected Renewable Resources Council for its review and recommendations.
- 10.3.5 A Special Management Area may not include Settlement Land without the consent of the affected Yukon First Nation.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.1; 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.1

Responsibility	Activities	Timing
Government	Forward proposal for a Special Management Area to the TKC.	If proposing the establishment of a Special Management Area that includes Settlement Land
TKC	Grant or deny consent to include Settlement Land in Special Management Area.	Within a reasonable time following receipt of proposal
Government	If TKC consents to proposal, forward proposal to the LRRC or YHRB.	Following receipt of TKC consent to the inclusion of Settlement Land in the proposed Special Management Area
LRRC or YHRB	Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposal.	Within reasonable time following receipt of the proposal
Government	Review recommendations of LRRC or YHRB.	Following receipt of recommendations
Government	At discretion, establish Special Management Area (after consideration of 10.4.1).	

Project: Negotiation of agreement regarding proposed Special Management Area which will adversely affect rights of TKC under a Settlement Agreement

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 10.4.1 Where a Special Management Area is proposed to be established which will adversely affect rights of a Yukon First Nation under a Settlement Agreement, Government and the affected Yukon First Nation shall, at the request of either party, negotiate an agreement to:
 - 10.4.1.1 establish any rights, interests and benefits of the affected Yukon First Nation in the establishment, use, planning, management and administration of the Special Management Area; and
 - 10.4.1.2 mitigate adverse effects of the establishment of the Special Management Area on the affected Yukon First Nation.

- 10.4.2 Agreements negotiated pursuant to 10.4.1:
 - 10.4.2.1 shall address the rights Yukon Indian People have for Harvesting Fish and Wildlife within the Special Management Area;
 - 10.4.2.2 may address the economic and employment opportunities and benefits for the affected Yukon First Nation;
 - 10.4.2.3 may address whether, and on what terms, including provisions on management, Settlement Land may be included in the Special Management Area; and
 - 10.4.2.4 may include such other provisions as Government and the affected Yukon First Nation may agree.
- 10.4.3 Where Government and the affected Yukon First Nation do not agree on the terms of an agreement pursuant to 10.4.1, the parties may refer the outstanding issues to the dispute resolution process under 26.4.0.
- 10.4.4 Where mediation under 10.4.3 does not result in agreement, the Government may establish the Special Management Area.

Cross Referenced Clauses: 10.3.3, 10.3.4, 10.4.5, 10.4.8, 10.4.9, 26.4.0

Responsibility	Activities	Timing
Government	Forward proposal for Special Management Area to TKC.	When Government proposes to establish a Special Management Area in TKC Traditional Territory
TKC	Review Special Management Area proposal for impact on TKC rights under the TKCFA. Provide comments to Government regarding proposal for Special Management Area.	Within reasonable period of time
TKC, Government	Negotiate an agreement pursuant to 10.4.1.	At the request of any party
Government	At discretion, establish Special Management Area.	
TKC, Government	At discretion, refer outstanding issues to mediation under 26.4.0.	As necessary

Planning Assumption

1. Pursuant to 10.3.3 and 10.3.4, Government shall refer the proposal for a Special Management Area to the affected Renewable Resource Council or to the Yukon Heritage Resources Board at an appropriate time.

Project: Access by Yukon Indian Person to Special Management Area established pursuant to 10.4.4

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 10.4.5 Notwithstanding 6.2.3.2, access by a Yukon Indian Person to a Special Management Area established pursuant to 10.4.4 for Harvesting Fish or Wildlife pursuant to a Settlement Agreement may be limited or prohibited only for reasons of Conservation, public health or public safety.

Cross Referenced Clauses: 6.2.3, 6.2.3.2, 10.4.4, 16.3.3 (all)

Responsibility	Activities	Timing
Government	Notify TKC that access by a Yukon Indian Person to a Special Management Area within TKC Traditional Territory is proposed to be limited or prohibited for reasons of Conservation, public health or safety. Provide details.	As required
TKC	Prepare and present views to Government regarding proposed limitation or prohibition of access.	Within a reasonable period of time
Government	Provide full and fair consideration of TKC views and provide response to TKC.	As necessary
TKC, Government	If limitation or prohibition is imposed, notify TKC citizens.	

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

Responsible party: TKC, Government

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 10.4.1 (all), 10.4.4, 10.4.5

Responsibility	Activities	Timing
Government, TKC	At discretion, propose negotiations pursuant to 10.4.1.	After the establishment of a Special Management Area pursuant to 10.4.4
Government, TKC	Enter negotiations.	If parties agree to negotiate

Project: Amendment to Special Management Area agreement negotiated pursuant to 10.4.1

Responsible party: TKC, Government

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 10.4.1 (all)

Responsibility	Activities	Timing
TKC or Government	Propose an amendment to Special Management Area agreement negotiated pursuant to 10.4.1 according to terms established by that agreement.	At discretion of any party to the Special Management Area agreement
TKC or Government (other party)	Review and respond to proposed amendment.	Within reasonable period of time
TKC, Government	Amend Special Management Area agreement.	If parties agree

Project: Appending Special Management Area agreement negotiated pursuant to 10.4.1 to TKCFA

Responsible party: TKC, Canada, Yukon

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 2.3.4, 2.3.5 (all), 2.3.6, 10.4.1 (all), 10.4.6

Responsibility	Activities	Timing
TKC or Canada or Yukon	Propose that Special Management Area agreement negotiated under 10.4.1 be appended to and form part of the TKCFA.	At discretion of any party
TKC, Canada, Yukon	Consider proposal to append Special Management Area agreement to TKCFA.	
TKC, Canada, Yukon	Append Special Management Area agreement to TKCFA pursuant to amending process under 2.3.4, 2.3.5 and 2.3.6.	If Parties agree to append to TKCFA

Project: Preparation of management plan for each Special Management Area established pursuant to the TKCFA

Responsible party: Government

Participant / Liaison: LRRC, YHRB

Obligations addressed:

- 10.5.2 Government shall prepare, or have prepared, a management plan for each Special Management Area established pursuant to a Yukon First Nation Final Agreement after the Effective Date of that Yukon First Nation Final Agreement.
- 10.5.3 Government shall make best efforts to complete the management plan within five years of the establishment of the Special Management Area.
- 10.5.4 Government shall review each management plan at least once every 10 years.
- 10.5.5 The management plan and any proposed amendments thereto shall be referred before approval to the relevant Renewable Resources Council or to the Yukon Heritage Resources Board, as the case may be, for its review and recommendations.
- 10.5.6 The provisions of 16.8.0 shall apply in respect of the implementation of any recommendations made pursuant to 10.5.5.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.1; 10.4.1 (all), 10.5.1, 10.6.1 (all), 10.7.1, 16.5.4, 16.8.0 (all)

Responsibility	Activities	Timing
Government	Prepare and forward draft management plan for Special Management Area to LRRC or YHRB.	After establishing a Special Management Area
LRRC or YHRB	Review draft management plan. Prepare and forward recommendations to Government.	Within a reasonable period of time
Government	Consider recommendations of LRRC or YHRB and incorporate into draft management plan as determined by Government. Follow procedure under 16.8.0, if recommendation comes from LRRC.	As necessary
Government	Complete and adopt management plan for Special Management Area.	Best efforts within five years of establishment of Special Management Area
Government	Initiate review of management plan.	In sufficient time for the review to be completed within 10 years following adoption of management plan

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

Responsible party: Government, TKC, other affected YFNs

Participant / Liaison: None identified

Obligations addressed:

- 11.4.2 Settlement Agreements shall provide for regionally based Regional Land Use Planning Commissions with one third representation by nominees of Yukon First Nations, one third representation by nominees of Government, and one third representation based on the demographic ratio of Yukon Indian People to the total population in a planning region.
 - 11.4.2.1 Any Regional Land Use Planning Commission established for a planning region which includes any part of the Traditional Territory of the Ta'an Kwach'an Council shall be composed of one-third nominees of the Ta'an Kwach'an Council and the other Yukon First Nations whose Traditional Territories are included in the planning region, one-third nominees of Government, and one-third nominees appointed in accordance with 11.4.2.2.
 - 11.4.2.2 Government, the Ta'an Kwach'an Council and the other Yukon First Nations whose Traditional Territories are included in the planning region shall agree on who may nominate each of the last one-third of the nominees to the Regional Land Use Planning Commission referred to

in 11.4.2.1 based upon the demographic ratio of Yukon Indian People in the planning region to the total population in the planning region.

- 11.4.2.3 The Ta'an Kwach'an Council and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the proposed Yukon First Nation nominees to the Regional Land Use Planning Commission, prior to entering the process in 11.4.2.5 and 11.4.2.6.
- 11.4.2.4 Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Ta'an Kwach'an Council or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.
- 11.4.2.5 Prior to any appointments being made to a Regional Land Use Planning Commission, Government, and the Ta'an Kwach'an Council and the other Yukon First Nations whose Traditional Territories are included in a planning region, shall make reasonable attempts to reach a consensus as to the individuals which each nominates to the Regional Land Use Planning Commission.
- 11.4.2.6 In attempting to reach consensus under 11.4.2.5, Government, and the Ta'an Kwach'an Council and the other Yukon First Nations whose Traditional Territories are included in a planning region, shall consider:
 1. any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Ta'an Kwach'an Council and the other Yukon First Nations whose Traditional Territories are included in a planning region;
 2. any prospective nominee's familiarity with land use planning issues;
 3. the compatibility of proposed nominees; and
 4. any other matters to which Government, and the Ta'an Kwach'an Council and the other Yukon First Nations whose Traditional Territories are included in the planning region, agree.
- 11.4.2.7 If, after having made the reasonable attempts required by 11.4.2.5, Government, and the Ta'an Kwach'an Council and the other Yukon First Nations whose Traditional Territories are included in the planning region, are unable to reach a consensus, either may give written notice to the others setting out the names of the individuals which it intends to nominate to the Regional Land Use Planning Commission and 14 days thereafter may so nominate those individuals.

Cross Referenced Clauses: 11.4.3, 26.3.0 (all)

Responsibility	Activities	Timing
Government, TKC and other affected YFNs	In order to determine the total number of nominees from each party, attempt to agree on who will nominate the one third of the representatives based upon the demographic ratio of Yukon Indian People to the total population in the planning region.	Upon decision to establish RLUPC
Government, TKC or other affected YFNs	If no agreement on who will nominate the one third of the nominees based upon the demographic ratio of Yukon Indian People to the total population in the planning region, at discretion,	As necessary

Responsibility	Activities	Timing
	refer disagreement to dispute resolution under 26.3.0.	
TKC, other affected YFNs	Attempt to determine the proposed YFN nominees to the RLUPC.	Prior to entering the process in 11.4.2.5 and 11.4.2.6
TKC or other affected YFNs	If no agreement on YFN nominees, at discretion, refer disagreement resulting from 11.4.2.3 to dispute resolution under 26.3.0.	As necessary
TKC and other affected YFNs, Government	Make reasonable efforts to reach a consensus as to the individuals which each party nominates to the RLUPC.	When making nominations to the RLUPC
If consensus is reached:		
TKC and other affected YFNs, Government	Nominate those individuals.	As soon as practicable
	OR	
If no consensus reached:		
TKC and other affected YFNs, Government	At discretion, give written notice to the other party identifying the individuals which it intends to nominate to the RLUPC.	As necessary
TKC and other affected YFNs, Government	At discretion, nominate named individuals.	At least 14 days after notice provided

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

Responsible party: Government

Participant / Liaison: RLUPC, TKC, other affected YFNs, affected Yukon communities

Obligations addressed:

- 11.6.2 Government, after Consultation with any affected Yukon First Nation and any affected Yukon community, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying on Non-Settlement Land.
- 11.6.3 If Government rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:
 - 11.6.3.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to Government, with written reasons; and
 - 11.6.3.2 Government shall then approve, reject or modify that part of the plan recommended under 11.6.3.1 applying on Non-Settlement Land, after Consultation with any affected Yukon First Nation and any affected Yukon community.

Cross Referenced Clauses: 11.4.4, 11.6.1

Responsibility	Activities	Timing
Government	Notify TKC and other affected YFNs and Yukon communities that Non-Settlement Land aspects of recommended regional land use plan are being considered by Government.	Upon receipt of regional land use plan
Government	Provide information about the recommended plan as it applies to Non-Settlement land and indicate reasonable time for response.	At time of notification
TKC, other affected YFNs, and affected Yukon communities	Review information and prepare and present views.	Within reasonable period of time indicated by Government
Government	Provide full and fair consideration of views.	Before responding to the RLUPC
Government	Prepare and forward to the RLUPC, the Government response to aspects of the plan dealing with Non-Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with YFNs and communities

Responsibility	Activities	Timing
RLUPC	If the plan is not supported in its entirety, reconsider plan in light of Government response and make final recommendation for plan to Government, including written reasons.	Upon receipt of Government response to plan
Government	Repeat Consultation with TKC, other affected YFNs and affected Yukon communities for those items that may have been modified by the RLUPC in its final recommendation and any outstanding issues remaining between the RLUPC and Government.	Prior to final decision by Government
Government	Prepare and forward to the RLUPC the final Government acceptance, rejection or modification of aspects of the plan dealing with Non-Settlement Land.	After Consultation with YFNs and communities

Planning Assumptions

1. To the extent practicable, Government and TKC will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.
2. When reviewing the part of the plan which applies to Non-Settlement Land, Government will consider the entire recommended regional land use plan.

Project: Approval of regional land use plans by TKC (Settlement Land)

Responsible party: TKC

Participant / Liaison: RLUPC, Government

Obligations addressed:

- 11.6.4 Each affected Yukon First Nation, after Consultation with Government, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying to the Settlement Land of that Yukon First Nation.
- 11.6.5 If an affected Yukon First Nation rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:
 - 11.6.5.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to that affected Yukon First Nation, with written reasons; and
 - 11.6.5.2 the affected Yukon First Nation shall then approve, reject or modify the plan recommended under 11.6.5.1 after Consultation with Government.

Cross Referenced Clauses: 11.4.4, 11.6.1

Responsibility	Activities	Timing
TKC	Notify Government that Settlement Land aspects of the recommended regional land use plan are being considered by the TKC.	Upon receipt of regional land use plan
TKC	Provide information about recommended plan as it applies to Settlement Land and indicate reasonable time for response.	At time of notification
Government	Review information and prepare and present views.	Within reasonable time frame indicated by TKC
TKC	Provide full and fair consideration of views.	Before responding to the RLUPC

Responsibility	Activities	Timing
TKC	Prepare and forward to the RLUPC, the TKC response to aspects of the plan dealing with Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with Government
RLUPC	If the plan is not supported in its entirety, reconsider plan in light of TKC response and make final recommendation for plan to TKC, including written reasons.	Upon receipt of TKC response to plan
TKC 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 TKC
TKC	Prepare and forward to the RLUPC the final TKC acceptance, rejection or modification of aspects of the plan dealing with Settlement Land.	After Consultation with Government

Planning Assumptions

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

2. The Department of Indian Affairs and Northern Development will assume the lead role for Canada.
3. When reviewing the part of the plan which applies to Settlement Land, TKC will consider the entire recommended regional land use plan.

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

Responsible party: Government and TKC

Participant / Liaison: None identified

Obligations addressed:

- 11.8.4 If Government and a Yukon First Nation agree to develop a sub-regional or district land use plan jointly, the plan shall be developed in accordance with the provisions of this chapter.
- 11.9.4 If Government initiates the development of a sub-regional or district land use plan by a planning body, the planning body established to prepare that plan shall prepare a budget for the preparation of the plan which shall be subject to review by Government, and Government shall pay those expenses which it approves.

Cross Referenced Clauses: 11.8.1, 11.8.2, 11.8.3

Responsibility	Activities	Timing
Government or TKC	Propose to the other party that a sub-regional or district land use plan be jointly prepared.	As appropriate
Government or TKC	Review the proposal and notify other party of whether it is willing to undertake joint planning.	Upon receipt of proposal
Government and TKC	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. Pay expenses which it approves.	As soon as practicable upon receipt of budget submission

Responsibility	Activities	Timing
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 TKC policies.

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

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

- 13.3.1 Each Yukon First Nation shall own and manage Moveable Heritage Resources and non-Moveable Heritage Resources and Non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by that Yukon First Nation.
- 13.4.4 A Yukon First Nation or a Yukon Indian Person who is an owner of a Heritage Resource may transfer the ownership or custody of the Heritage Resource to another Yukon First Nation or to another aboriginal person.
- 13.4.7 Any granting of access to the public, third parties or Government to Settlement Land shall not divest the Yukon First Nation of the ownership or management of Heritage Resources on Settlement Land.
- 13.10.8 Yukon First Nations shall own all Documentary Heritage Resources found on Settlement Land other than Public Records or records which are the private property of any Person.

Cross Referenced Clauses: 13.3.8, 13.4.1, 13.4.2, 13.4.8

Responsibility	Activities	Timing
TKC	<p>Develop and establish policies and procedures via mechanisms such as community-based research, regarding:</p> <p>ix) management of Moveable Heritage Resources, non-Moveable Heritage Resources and non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by TKC; and</p> <ul style="list-style-type: none"> • determination of ownership of those records which may be considered private property. 	At discretion of TKC, after the Effective Date

Responsibility	Activities	Timing
TKC	Establish a system to register ownership or custody of Heritage Resources, as required for transfer.	At discretion, after Effective Date
TKC	Manage resources.	As necessary

Planning Assumptions

1. Canada and Yukon will assist TKC 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.

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 TKC Traditional Territory

Responsible party: TKC, Canada, Yukon, other YFNs

Participant / Liaison: YHRB

Obligations addressed:

- 13.3.2 Subject to 13.3.5 to 13.3.7, each Yukon First Nation shall own and manage ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person, that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.
 - 13.3.2.1 If more than one Yukon First Nation asserts ownership of a Heritage Resource pursuant to 13.3.2, they shall attempt to resolve the matter among themselves, and, failing resolution, any one of them may refer the matter to the Yukon Heritage Resources Board which shall determine ownership of the Heritage Resource in dispute.
- 13.3.5 In the event that a Moveable Heritage Resource found on Non-Settlement Land in a Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, that object shall be held in custody by Government until the nature of the object has been determined.
- 13.3.6 If the object in 13.3.5 is determined by the Yukon Heritage Resources Board to be:
 - 13.3.6.1 an ethnographic object directly related to the culture and history of Yukon Indian People, it shall be owned and managed by the Yukon First Nation in whose Traditional Territory it was found; or
 - 13.3.6.2 an ethnographic object not directly related to the culture and history of Yukon Indian People, or to be a palaeontological or an archaeological object, it shall be owned and managed by Government.

Cross Referenced Clauses: 13.3.3, 13.3.7, 13.3.8, 13.4.1, 13.4.2, 13.4.8, 13.5.3, 13.5.3.6, 13.6.1

Responsibility	Activities	Timing
TKC	<p>Develop and establish policies and procedures via mechanisms such as community-based research regarding:</p> <ul style="list-style-type: none"> management of all ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People; determination of ownership of those records which may be considered private property; and resolution of disputes when more than one YFN asserts ownership of a Heritage Resource. 	At discretion of TKC
TKC	In accordance with its policies and procedures, manage all ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.	Ongoing
TKC, other YFNs	If more than one YFN asserts ownership of a Heritage Resource attempt to resolve dispute.	As disputes occur
TKC	If the YFNs are unable to resolve the dispute among themselves, at discretion, refer to the YHRB.	Within a reasonable period of time
Canada or Yukon	If any Moveable Heritage Resource found on Non-Settlement Land in TKC Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, hold object in custody until the nature of the object has been determined.	
Canada or Yukon	Manage object, if YHRB determines the object is an ethnographic object not directly related to the culture and history of Yukon Indian People.	After dispute resolved
TKC	Manage object, if YHRB determines the object is an ethnographic object directly related to the culture and history of Yukon Indian People.	After dispute resolved

Planning Assumptions

1. Yukon and Canada will assist TKC 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.

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

Responsible party: Canada, Yukon, TKC

Participant / Liaison: Yukon Indian People, YHRB, other Yukon First Nation(s)

Obligations addressed:

- 13.4.1 As the Heritage Resources of Yukon Indian People are underdeveloped relative to non-Indian Heritage Resources, priority in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management shall, where practicable, be given to the development and management of Heritage Resources of Yukon Indian People, until an equitable distribution of program resources is achieved.
- 13.4.2 Once an equitable distribution of program resources is achieved, Heritage Resources of Yukon Indian People shall continue to be allocated an equitable portion of Government program resources allocated from time to time for Yukon Heritage Resources development and management.

Cross Referenced Clauses: 2.6.7, 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8 (all), 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.2, 13.8.3 (all), 13.8.7 (all), 13.9.1 (all), 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A (all); 28.3.3.5

Responsibility	Activities	Timing
Canada, Yukon, TKC	Meet to: <ul style="list-style-type: none">complete terms of reference and a work plan, including time frames, for the preparation of a strategic plan with respect to the development and management of Heritage Resources in TKC Traditional Territory; anddiscuss steps that can be initiated towards achieving the objectives of 13.4.1 and 13.4.2 in the interim prior to completion of the strategic plan.	Within 6 months after the Effective Date or as soon thereafter as the Parties agree is reasonable
Canada, Yukon, TKC	Develop and approve the strategic plan.	As agreed by Parties and the YHRB, following completion of terms of reference and/or the strategic plan
YHRB	At discretion, review and make recommendations to Canada, Yukon and TKC regarding the strategic plan and ways in which YHRB could monitor implementation of the strategic plan.	Within a reasonable time following receipt of the strategic plan
Canada, Yukon, TKC	Implement the strategic plan.	Following completion of the strategic plan

Responsibility	Activities	Timing
Canada, Yukon, TKC	Jointly monitor implementation of the strategic plan, and review and amend the plan from time to time as may be agreed.	Ongoing

Planning Assumptions

1. The strategic plan will set out a collaborative, complementary approach to the development and management of heritage resources in TKC Traditional Territory, and will provide a framework to guide the priority-setting in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management which shall, where practicable, be given to the development and management of the Heritage Resources of Yukon Indian People until an equitable distribution of program resources is achieved, by:
 - a. identifying related long-term and short-term priorities of TKC, Canada and the Yukon;
 - b. coordinating the activities, projects and/or short-term or long-term plans by which each party will address its identified priorities and common priorities of the Parties;
 - c. identifying sources of funding and/or other resources from TKC, Canada and the Yukon, as appropriate and as may be available from time to time, to support the activities, projects and/or plans, including opportunities to partner such activities, projects and/or plans with other related initiatives of those governments; and
 - d. identifying opportunities and developing strategies to access any additional sources of funding and/or other resources for which the activities, projects and/or plans may be eligible.
2. Terms of reference for the strategic plan shall include:
 - a. consideration of the objectives set out in 13.1.0;
 - b. an approach that recognizes the historical underdevelopment of the Heritage Resources of Yukon Indian People;
 - c. establishment of criteria and a process for evaluation of progress in achieving and maintaining an equitable distribution of Government program resources available from time to time for the development and management of Heritage Resources of Yukon Indian People as required pursuant to 13.4.1 and 13.4.2, including consideration of:
 - how the activities, projects and/or plans set out in the strategic plan, and related allocations of Government program resources, contribute to achieving the objective of 13.4.1 and 13.4.2 with respect to equitable distribution of program resources; and
 - allocations of Government program resources for the development and management of Heritage Resources of Yukon Indian People of all Yukon First Nations; and
 - d. consideration of the activities required pursuant to 2.6.7, 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8 (all), 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.2, 13.8.3 (all), 13.8.7 (all), 13.9.1, 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A (all), 28.3.3.5.
3. The terms of reference for the strategic plan may also include:
 - a. the roles and participation of the Parties in developing, monitoring, reviewing and amending the strategic plan; and
 - b. such other matters as the Parties may agree.
4. The development and implementation of the strategic plan, as described in the activities set out above, may be coordinated with the development and implementation of similar strategic plans for (an) other Yukon First Nation(s), at the discretion of Government, TKC and the other Yukon First Nation(s).
5. The development and management of the Heritage Resources of Yukon Indian People in that part of TKC Traditional Territory which, from time to time, overlaps the Traditional Territory of another YFN, will not be addressed in the strategic plan except to the extent that ownership of the Heritage Resource has been established pursuant to 13.3.2.1.
6. At discretion of the YHRB, the Parties may consult with the YHRB at any time during development of the terms of reference and/or of the strategic plan.

Project: The development of programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to Yukon Indian People

Responsible party: Canada, Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

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

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.4.8, 13.10.2

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

Planning Assumption

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

Project: Consultation with TKC on Legislation and related policies on Heritage Resources in the Yukon

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.4.5 Government shall Consult Yukon First Nations in the formulation of Legislation and related Government policies on Heritage Resources in the Yukon.

CROSS REFERENCED CLAUSES: 13.10.3

Responsibility	Activities	Timing
TKC, Government	Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines, and any other information required by TKC and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify TKC of subject matter of any proposed legislative or policy changes related to Heritage Resources in the Yukon.	As necessary, following Effective Date
TKC	Prepare and present views to Government.	Within reasonable time as set out in the arrangements and procedures for Consultation
Government	Provide full and fair consideration to views presented by TKC.	
Government	Notify TKC of outcome.	As practicable

Planning Assumption

1. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

Project: Consultation when establishing or designating territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of Ta'an Kwach'an.

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.4.6.6 Government shall Consult with the Ta'an Kwach'an Council when establishing or designating, as the case may be, territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources, directly related to the culture and heritage of Ta'an Kwach'an.

Cross Referenced Clauses: 13.8.1.3, Chapter 13 Schedule A (all)

Responsibility	Activities	Timing
Government	Notify TKC when establishing or designating, as the case may be, territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings and special management areas for Heritage Resources directly related to the culture and heritage of Ta'an Kwach'an. Provide details.	As required.
TKC	Review request and prepare and present views.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration to the views of TKC. Notify TKC of outcome.	As soon as practicable.

Project: The preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to the TKC

Responsible party: Government, TKC

Participant / Liaison: YHRB

Obligations addressed:

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

CROSS REFERENCED CLAUSES: 2.7.1, 13.4.1, 13.4.2, 13.5.3, 13.5.3.7

Responsibility	Activities	Timing
Government	Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites, within existing budgets.	After the Effective Date
TKC, Government	Indicate, in the case of Moveable Heritage Resources and Heritage Sites, the location and origin of the Resources and Sites, where possible.	During development of inventory

Responsibility	Activities	Timing
Government	Notify YHRB that inventory is being prepared and seek input regarding inventory of Moveable Heritage Resources and Heritage Sites.	During development of inventory
YHRB	At discretion, review and make recommendations to Government regarding inventory of Moveable Heritage Resources and Heritage Sites.	As soon as practicable after notice received

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

Responsible party: YFNs, Yukon, Canada

Participant / Liaison: YHRB

Obligations addressed:

- 13.5.3 The Board may make recommendations to the Minister and to Yukon First Nations on:
 - 13.5.3.6 the development, revision and updating of a manual including definitions of ethnographic, archaeological, palaeontological and historic resources, to facilitate the management and interpretation of these resources by Government and Yukon First Nations, such manual to be developed by Yukon First Nations and Government;

CROSS REFERENCED CLAUSES: 13.3.2.1, 13.3.6, 13.3.7, 13.4.1, 13.4.2, 13.5.4

Responsibility	Activities	Timing
YFNs or Yukon	Notify parties of intent to begin development of manual.	At discretion
YFNs and Yukon	Convene meeting to discuss.	As arranged by parties
Yukon and YFNs	Notify YHRB that manual is being prepared and seek input.	Upon readiness of parties to undertake development of manual

Responsibility	Activities	Timing
YHRB	Make recommendations to Yukon, YFNs and Canada regarding the contents of manual.	As soon as practicable after notice received
Yukon and YFNs	Reach agreement on content of manual.	As soon as practicable
Yukon and YFNs	Provide Canada with definitions to be used in manual, and ask for response.	After agreement reached between Yukon and YFNs
Canada	Respond to Yukon and YFNs.	Within a reasonable period of time
Yukon and YFN	Incorporate Canada's comments in manual, as agreed by YFNs and Yukon. Complete manual.	As soon as practicable

Planning Assumptions

1. When making recommendations respecting issues affecting lands administered by Parks Canada Agency, the YHRB will address recommendations to the appropriate federal Minister.
2. In developing definitions of ethnographic, palaeontological objects etc., it is expected that the Yukon, YFNs, and Canada will agree on a single definition for each term.

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

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.7.1 Research or interpretive reports produced by Government or its agents regarding Yukon Heritage Resources shall be made available to the affected Yukon First Nation.
- 13.7.2 Where feasible, research reports in 13.7.1 or portions thereof, shall be made available to the public, recognizing that some reports may be restricted due to the sensitive nature of the information contained therein.

Cross Referenced Clauses: 2.7.1, 13.4.1, 13.4.2

Responsibility	Activities	Timing
Government	Provide a list of existing research or interpretive reports and, as practicable, reports in preparation.	At request of TKC, as soon as practicable after Effective Date
TKC	Request the research or interpretive reports that are of interest to TKC.	Following receipt of the list
Government	Make available to TKC the requested research or interpretive reports.	At request of TKC
TKC	Notify Government if it has any concerns that the report contains information of a sensitive nature.	As soon as practicable after receipt of requested reports
Government	Make a determination, based on concerns expressed by TKC and/or access to information and privacy legislation whether to release to public. Provide details of decision to TKC.	Prior to the public release of reports or portions thereof

Planning Assumption

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

Project: The provision of a written inventory of all Heritage Sites directly related to the culture and heritage of Ta'an Kwach'an within the Traditional Territory of the TKC

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.8.1.1 The ownership of the land in the Traditional Territory of the Ta'an Kwach'an Council is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 13.8.1.2 Government shall provide the Ta'an Kwach'an Council with a written inventory of the sites within the Traditional Territory of the Ta'an Kwach'an Council which are identified by Government as Heritage Sites directly related to the culture and heritage of Ta'an Kwach'an, including information on their location and character, which have been documented by Government at the Effective Date of this Agreement.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2

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

Project: The identification of proposed Designated Heritage Sites or Heritage Sites directly related to the culture and heritage of Ta'an Kwach'an

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.8.1.3 Government shall inform the Ta'an Kwach'an Council when land within the Traditional Territory of the Ta'an Kwach'an Council is identified by Government as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Ta'an Kwach'an.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.5.3, 13.5.3.9, 13.8.1.4, 13.8.1.6

Responsibility	Activities	Timing
Government	Provide written notice to TKC when land within its Traditional Territory is identified as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Ta'an Kwach'an.	As soon as practicable after identification

Project: The interim protection of a Heritage Site on Non-Settlement Land, Category B Settlement Land, or Fee Simple Settlement Land directly related to the culture and heritage of the Ta'an Kwach'an

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.8.1.4 When requested by the Ta'an Kwach'an Council, Government shall consider protection within existing Legislation, for a period of time, of a Heritage Site directly related to the culture and heritage of the Ta'an Kwach'an which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Traditional Territory of the Ta'an Kwach'an Council, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site.

- 13.8.1.5 Government shall Consult with the Ta'an Kwach'an Council regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.4.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2

Responsibility	Activities	Timing
TKC	Request, from Government, protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Ta'an Kwach'an on Non-Settlement Land, Category B Settlement Land, or Fee Simple Settlement Land within the Traditional Territory of TKC pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site. Provide views regarding the terms and conditions of the temporary protection.	When interim protection desired
Government	Provide fair and full consideration to request for interim protection and TKC views regarding terms and conditions of the temporary protection.	As soon as practicable after request of TKC
Government	Make determination whether to provide interim protection, and on terms and conditions of same.	

Planning Assumption

- 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.

Project: Negotiation of arrangements for ownership, management and protection of a Heritage Site on Non-Settlement Land

Responsible party: Government, TKC

Participant / Liaison: None identified

Obligations addressed:

- 13.8.1.7 Government and the Ta'an Kwach'an Council may negotiate arrangements for the ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of the Ta'an Kwach'an Council which is directly related to the culture and heritage of Ta'an Kwach'an.

Cross Referenced Clauses: 13.4.1, 13.4.2, 13.8.1.6, 13.8.2, 13.8.3, 13.8.3.1, 13.8.6

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

Project: Consideration of other resource users in management of interpretive and research activities at Heritage Sites

Responsible party: Government, TKC

Participant / Liaison: None identified

Obligations addressed:

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

CROSS REFERENCED CLAUSES: 5.5.1 (all), 13.4.1, 13.4.2, 13.8.1.6

Responsibility	Activities	Timing
Government, TKC	Consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.	Ongoing after Effective Date

Project: The development and drafting of a permit system for use in the management of research activities at sites which may contain Moveable Heritage Resources

Responsible party: Government, TKC

Participant / Liaison: None identified

Obligations addressed:

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

- 13.8.3.1 Government and the Ta'an Kwach'an Council shall Consult each other during the development and drafting of the permit system referred to in 13.8.3.
- 13.8.3.2 Without limiting any authority which Government or the Ta'an Kwach'an Council may otherwise have to establish a permit system, the system may include provisions in respect of:
 1. notification of an application for a permit and any permit issued;
 2. requirements that research be conducted in a manner which maximizes the preservation of Moveable Heritage Resources;
 3. involvement of Ta'an Kwach'an in research at sites which contain Moveable Heritage Resources directly related to the culture and heritage of Yukon Indian People;
 4. the sharing of information between Government and the Ta'an Kwach'an Council relating to the nature and scope of research for which a permit application has been made; and
 5. requirements for the provision to Government and the Ta'an Kwach'an Council by a permittee of non-technical summaries of the results of research conducted pursuant to a permit.

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

Responsibility	Activities	Timing
Government and TKC	Notify each other of interest to proceed with the development of a permit system to control and monitor research activities at any site which may contain Moveable Heritage Resources.	After Effective Date
Government and TKC	Review each other's notice to develop a permit system. Prepare and present views to each other.	Within a reasonable time indicated by the other party
Government, TKC	In developing a joint permit system, provide full and fair consideration to the views of the other party.	Within a reasonable time
Government, TKC	Develop and institute permit system.	As soon as practicable

Project: Consultation before issuance of permit for research at a Heritage Site which is directly related to the culture and heritage of Ta'an Kwach'an in the Traditional Territory of the TKC

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.8.3.3 Government shall Consult the Ta'an Kwach'an Council before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Ta'an Kwach'an in the Traditional Territory of the Ta'an Kwach'an Council.

CROSS REFERENCED CLAUSES: 13.8.3, 13.8.3.2(all), 13.8.4, 13.8.5(all)

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

Project: The control of access to Designated Heritage Sites

Responsible party: Canada, Yukon, TKC

Participant / Liaison: YHRB

Obligations addressed:

- 13.8.4 Access to Designated Heritage Sites shall be controlled in accordance with the terms of site management plans which have been reviewed by the Board, and approved and implemented by Government or the affected Yukon First Nation.
- 13.8.5 Government and the affected Yukon First Nation, when controlling access to Designated Heritage Sites, shall consider:
 - 13.8.5.1 the interests of permitted researchers;
 - 13.8.5.2 the interest of the general public; and
 - 13.8.5.3 the requirements of special events and traditional activities.

Cross Referenced Clauses: 10.5.1, 10.5.2, 13.8.1 (all), 13.8.2, 13.8.3.2, 13.8.3.3

Responsibility	Activities	Timing
Yukon and/or Canada and/or TKC	Establish policies and procedures to control access to Designated Heritage Sites in accordance with the terms of approved site management plans considering the requirements and interests of 13.8.5.	As soon as practicable after completion of management plans
Yukon and/or Canada and/or TKC	Control access in accordance with the policies and procedures developed.	Ongoing

Planning Assumption

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

Project: The protection of Heritage Resources accidentally discovered on TKC Settlement Land

Responsible party: TKC

Participant / Liaison: Surface Rights Board

Obligations addressed:

- 13.8.7.1 A Person who accidentally discovers a Heritage Resource on Ta'an Kwach'an Council Settlement Land shall take such steps as are reasonable in all circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Ta'an Kwach'an Council.
- 13.8.7.2 A Person described in 13.8.7.1 who is not exercising a right of access or a right to use Ta'an Kwach'an Council Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Ta'an Kwach'an Council.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Ta'an Kwach'an Council Settlement Land provided for in this Agreement shall not further disturb a Heritage Site or a Moveable Heritage Resource unless permitted by Laws of General Application, and that Person obtains:
 1. the consent of the Ta'an Kwach'an Council; or
 2. failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing the Heritage Site or Moveable Heritage Resource.

Cross Referenced Clauses: 13.4.1, 13.4.2, 13.8.7.4

Responsibility	Activities	Timing
TKC	Develop procedures with respect to the reporting of the accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource.	Within one year of Effective Date
TKC	Receive report of accidental discovery of a Heritage Resource. Ensure disturbance of Heritage Site or Moveable Heritage Resource has ceased.	As soon as practicable after discovery
TKC	If request made, grant or deny consent to further disturb a Heritage Site or Moveable Heritage Resource. Notify applicant of decision.	Within a reasonable time of the request
TKC	If application is made to the Surface Rights Board prepare and respond to application.	In accordance with Surface Rights Board rules

Planning Assumptions:

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of Heritage Resources on TKC Settlement Land, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a Heritage Resource.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a Heritage Resource.

Project: The protection of Documentary Heritage Resources that have been accidentally discovered on Settlement Land and reported to the TKC

Responsible party: Government, TKC

Participant / Liaison: None identified

Obligations addressed:

- 13.8.7.4 The Ta'an Kwach'an Council shall report to Government, as soon as practicable, the discovery on Ta'an Kwach'an Council Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 Government and the Ta'an Kwach'an Council shall attempt to agree whether a Documentary Heritage Resource described in 13.8.7.4 is a Public Record or a Non-Public Record and, failing agreement, either may refer the matter to the dispute resolution process under 26.3.0.
- 13.8.7.6 If a Documentary Heritage Resource is a Non-Public Record, the Ta'an Kwach'an Council shall make reasonable efforts to determine if it is privately owned.

Cross Referenced Clauses: 13.4.1, 13.4.2, 13.8.7.1, 26.3.0 (all)

Responsibility	Activities	Timing
Government, TKC	Develop arrangements and procedures for the reporting of accidental discoveries.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
TKC	Report to Government the discovery of any Documentary Heritage Resource reported to TKC under 13.8.7.1.	As soon as practicable after receiving report
Government, TKC	Attempt to agree whether the Documentary Heritage Resources is a Public Record or a Non-Public Record.	
Government or TKC	If parties fail to reach an agreement, at discretion, refer the matter to the dispute resolution process under 26.3.0.	Within a reasonable period of time
TKC	If a Documentary Heritage Resource is classified as a Non-Public Record, make reasonable efforts to determine if it is privately owned.	Within a reasonable period of time

Project: The establishment of procedures to manage TKC Burial Sites on Settlement Land

Responsible party: TKC, Government

Participant / Liaison: None identified

Obligations addressed:

- 13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:
 - 13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;
 - 13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

Cross Referenced Clauses: 13.4.1, 13.4.2, 13.9.2

Responsibility	Activities	Timing
TKC, Government	Develop and establish policies and procedures to: <ul style="list-style-type: none"> • manage and protect TKC Burial Sites on TKC Settlement Land; • restrict access; • report discovery of TKC Burial Site; and • prevent disturbance. 	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable

Planning Assumptions

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of TKC Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a TKC Burial Site.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a TKC Burial Site.

Project: The establishment of procedures to manage TKC Burial Sites on Non-Settlement Land

Responsible party: Government, TKC

Participant / Liaison: None identified

Obligations addressed:

- 13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:
 - 13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;
 - 13.9.1.2 where the Yukon First Nation Burial Site is on Non-Settlement Land, require the joint approval of Government and the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located for any management plans for the Yukon First Nation Burial Site; and
 - 13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

Cross Referenced Clauses: 13.4.1, 13.4.2, 13.9.2

Responsibility	Activities	Timing
Government, TKC	Develop and establish policies and procedures to:	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable

Responsibility	Activities	Timing
	<ul style="list-style-type: none"> manage and protect TKC Burial Sites on Non-Settlement Land; restrict access; inform TKC when a TKC Burial Site is discovered; and prevent further disturbance. 	
Government, TKC	Jointly approve management plans, if developed.	After the development of a management plan

Planning Assumptions

1. During the development of procedures, the parties will exchange information on any known burial sites within TKC Traditional Territory.
2. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of TKC Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a TKC Burial Site.
3. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a TKC Burial Site.

Project: The determination of terms and conditions upon which a TKC Burial Site may be further disturbed following its discovery

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

- 13.9.2 Where a Person discovers a Yukon First Nation Burial Site in the course of carrying on an activity authorized by Government or a Yukon First Nation, as the case may be, that Person may carry on the activity with the agreement of the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located.
- 13.9.3 In the absence of agreement under 13.9.2, the Person may refer the dispute to arbitration under 26.7.0 for a determination of the terms and conditions upon which the Yukon First Nation Burial Site may be further disturbed.

CROSS REFERENCED CLAUSES: 13.9.1 (all), 26.7.0 (all)

Responsibility	Activities	Timing
TKC	Develop the necessary policies and procedures in order to process and review applications.	Within one year of Effective Date

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

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

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

- 13.9.4 Any exhumation, examination, and reburial of human remains from a Yukon First Nation Burial Site ordered by an arbitrator under 13.9.3 shall be done by, or under the supervision of, that Yukon First Nation.
- 13.9.5 Except as provided in 13.9.2 to 13.9.4, any exhumation, scientific examination and reburial of remains from Yukon First Nation Burial Sites shall be at the discretion of the affected Yukon First Nation.

CROSS REFERENCED CLAUSES: 13.9.1 (all), 13.9.2, 13.9.3

Responsibility	Activities	Timing
TKC	Develop and establish policies and procedures with respect to the disturbance of a TKC Burial Site and the exhumation, examination, and reburial of human remains.	At discretion of TKC after Effective Date
TKC	If exhumation, examination or reburial is ordered by an arbitrator under 13.9.3, supervise any exhumation, examination and reburial of human remains.	As necessary

Project: The provision of Documentary Heritage Resources in Government custody for copying by the TKC

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

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

CROSS REFERENCED CLAUSES: 2.7.1, 13.4.8

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

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

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

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

CROSS REFERENCED CLAUSES: 13.4.5

Responsibility	Activities	Timing
TKC, Government	Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines, and any other information required by TKC and Government.	Within 60 days of the Effective Date, or as soon thereafter as the parties agree is reasonable
Government	Notify TKC of subject matter of any proposed changes to legislation or policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.	As necessary

Responsibility	Activities	Timing
TKC	Prepare and present views to Government.	Within reasonable time as set out in arrangements and procedures for Consultation
Government	Provide full and fair consideration to views presented by TKC.	
Government	Notify TKC of outcome.	As practicable

Planning Assumption

1. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

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

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

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

Cross Referenced Clauses: 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3, 13.10.7

Responsibility	Activities	Timing
Government	Notify TKC of existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Ta'an Kwach'an. Provide details.	As practicable
TKC	Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to Ta'an Kwach'an.	Within a reasonable period of time indicated by Government

Responsibility	Activities	Timing
Government	Provide full and fair consideration of views presented by TKC regarding management of Documentary Heritage Resources related to Ta'an Kwach'an.	Within a reasonable period of time after receiving TKC views
Government	Notify TKC of outcome.	After consideration of TKC views

Planning Assumptions

1. Original copies of Documentary Heritage Resources relating to Yukon Indian People will be preserved according to recognized archival standards consistent with the maintenance of the integrity of national or territorial collections and agreements with donors; duplicate copies may be produced in accordance with policies and procedures for copying documentary heritage collections (reference 13.10.2) for deposit in YFN collections when originals remain in Government custody.
2. The Parties agree that Government's ability to notify TKC of Government's existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Ta'an Kwach'an which are not held by Government may be subject to limitations imposed or indicated by the holders of the Documentary Heritage Resources.
3. 3. If Elders are to be involved in the interpretation of Documentary Heritage Resources relating to Yukon Indian People, then translations of Documentary Heritage Resources may be required.

Project: The preparation of displays and inventories of Documentary Heritage Resources relating to Yukon Indian People

Responsible party: Government

Participant / Liaison: TKC, Yukon Indian Elders

Obligations addressed:

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

Cross Referenced Clauses: 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3, 13.10.7

Responsibility	Activities	Timing
Government	Notify TKC of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to Ta'an Kwach'an. Provide details.	Prior to planning such displays and inventories

Responsibility	Activities	Timing
TKC	Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Ta'an Kwach'an.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented by TKC regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Ta'an Kwach'an.	Within a reasonable period of time after receiving TKC views
Government	Notify TKC of outcome.	After consideration of TKC views

Planning Assumptions

1. Copies of inventories of Documentary Heritage Resources relating to Yukon Indian People will be made available to YFNs as agreed to by the parties.
2. If Elders are to be involved in the interpretation of Documentary Heritage Resources relating to Yukon Indian People, then translations of Documentary Heritage Resources may be required.

Project: Consultation with TKC by the Yukon Geographical Place Names Board ("YGPNB")

Responsible party: YGPNB

Participant / Liaison: TKC, Canada

Obligations addressed:

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

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.11.1, 13.11.4

Responsibility	Activities	Timing
YGPNB	Notify TKC when considering the naming of a place or feature within TKC Traditional Territory.	As required

Responsibility	Activities	Timing
TKC	Prepare and present its views to YGPNB.	Within a reasonable period of time indicated by YGPNB
YGPNB	Provide full and fair consideration of views presented.	Within a reasonable period of time after receiving TKC views
YGPNB	Notify TKC of outcome.	After consideration of TKC views

Project: Naming of geographical features on Settlement Land and the inclusion of traditional aboriginal place names on revised maps of the National Topographic Series

Responsible party: TKC, Canada

Participant / Liaison: Yukon Geographical Place Names Board ("YGPNB")

Obligations addressed:

- 13.11.3 A Yukon First Nation may name or rename places or geographical features on Settlement Land and such place names shall be deemed to be approved by the Yukon Geographical Place Names Board.
- 13.11.4 Traditional aboriginal place names shall be included, to the extent practicable and in accordance with map production specifications of Canada, on revised maps of the National Topographic Series.

CROSS REFERENCED CLAUSES: 13.4.1, 13.4.2, 13.11.1

Responsibility	Activities	Timing
Canada	Notify TKC and YGPNB of any scheduled production or reproduction of National Topographic Series maps.	As appropriate
TKC	Develop and establish policies and conduct community-based research regarding the naming or renaming of geographic features on its Settlement Land.	As needed
TKC	Name or rename places and geographical features on Settlement Land and forward a copy to YGPNB.	As appropriate

Responsibility	Activities	Timing
TKC, Canada	Investigate and use best efforts to conclude arrangements to include names on revised National Topographic Series maps.	As appropriate

Planning Assumption

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

Project: Contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Ta'an Kwach'an within TKC Traditional Territory

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.12.1.1 Government shall provide written notice to the Ta'an Kwach'an Council of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within the Traditional Territory of the Ta'an Kwach'an Council.
- 13.12.1.2 Government shall include the Ta'an Kwach'an Council in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Ta'an Kwach'an within the Traditional Territory of the Ta'an Kwach'an Council.
- 13.12.1.3 The Ta'an Kwach'an Council shall have the first opportunity to accept any contract offered by Government other than by public or invitational tender associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within the Traditional Territory of the Ta'an Kwach'an Council upon the same terms and conditions as would be offered to others.
- 13.12.1.4 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 13.12.1.5 Any failure to include the Ta'an Kwach'an Council in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within the Traditional Territory of the TA'AN Kwach'an Council.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.2; 22.5.10

Responsibility	Activities	Timing
TKC, Government	Develop contracting arrangements and procedures that will include contacts, time lines, and information requirements.	To begin at least 6 months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable
Government	Provide written notice to TKC of any public or invitational tenders for contracts being offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within TKC Traditional Territory.	As contracts are tendered
Government	Consistent with the arrangements and procedures, provide TKC with first opportunity to accept any contract offered by Government (other than by public or invitational tender) associated with the management of a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within TKC Traditional Territory upon the same terms and conditions as would be offered to others.	As contracts are tendered
TKC	Provide response to Government whether to accept.	Within time lines specified in arrangements and procedures

Project: The development of contract opportunities associated with a Designated Heritage Site within the Traditional Territory of the TKC.

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 13.12.1.7 Government shall include in any contract opportunities associated with a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within the Traditional Territory of the Ta'an Kwach'an Council:
 1. a criterion for the employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms; and
 2. a criterion for special knowledge or experience of Ta'an Kwach'an related to the Designated Heritage Site.
- 13.12.1.8 Nothing in 13.12.1.7 shall be construed to mean that a criterion for employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms or for special knowledge or experience of Ta'an Kwach'an shall be the determining criterion in awarding any contract.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.2; 13.12.1.1, 13.12.1.2

Responsibility	Activities	Timing
TKC, Government	Jointly develop criteria for employment of Ta'an Kwach'an, engagement of TKC Firms and for special knowledge and experience of Ta'an Kwach'an related to a Designated Heritage Site, and identify the specifics as to how the criteria will be included into the contracting processes.	To begin at least six months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable
Government	Include a criterion for employment of the TA'AN Kwach'an or engagement of TKC Firms, and a criterion for special knowledge and experience of Ta'an Kwach'an related to a Designated Heritage Site in any contract which it intends to develop that is associated with a Designated Heritage Site directly related to the history or culture of Ta'an Kwach'an within TKC Traditional Territory.	As required

Planning Assumption

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

Project: Renewal or replacement of Water Licences

Responsible party: TKC

Participant / Liaison: Yukon Water Board

Obligations addressed:

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

Cross Referenced Clauses: 14.7.3

Responsibility	Activities	Timing
Yukon Water Board	Provide written notice to TKC that a licence holder has applied for a renewal or replacement of a licence with a	Upon receipt of application

Responsibility	Activities	Timing
	term of five years or more for Water on or flowing through TKC Settlement Land.	
TKC	Review notice and prepare and present views to the Yukon Water Board on terms and conditions which should be attached to the replacement or renewal to protect TKC interests.	Within time frame provided by the Yukon Water Board or as stipulated in legislation

Planning Assumption

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

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

Responsible party: TKC

Participant / Liaison: Person seeking access, Surface Rights Board

Obligations addressed:

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

Cross Referenced Clauses: 14.7.1, 14.7.3, 14.7.6, 14.12.0 (all)

Responsibility	Activities	Timing
TKC	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
TKC	Determine whether or not access will be granted and set terms and conditions of access if appropriate.	Upon request
TKC	Notify applicant of decision.	Within a reasonable time

Responsibility	Activities	Timing
TKC	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

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

Responsible party: TKC

Participant / Liaison: Holder of Water Licence, Yukon Water Board

Obligations addressed:

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

Cross Referenced Clauses: 14.7.3, 14.11.0 (all), 14.12.0 (all)

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

Planning Assumption

- Any subsequent replacement or renewal of a Licence described in 14.7.3 will be consistent with the operation of this chapter.

Project: Shared drainage basin agreements

Responsible party: Canada

Participant / Liaison: TKC, Yukon, Government of the Northwest Territories, Government of British Columbia, Government of Alaska

Obligations addressed:

- 14.10.1 Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.

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

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
Government	Identify jurisdictions which share drainage basins with Yukon; notify TKC.	As soon as practicable
Government	Contact identified jurisdictions and attempt to initiate discussions on Water management agreements.	As practicable
If agreement to negotiate is reached with other jurisdictions:		
Government	Notify TKC that Government is formulating positions on Water management in a specified shared drainage basin and provide relevant information.	As practicable
TKC	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

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

Project: Preparation for Yukon Water Board proceedings with respect to compensation matters

Responsible party: TKC, Yukon Indian Person

Participant / Liaison: Yukon Water Board

Obligations addressed:

- 14.12.1 Compensation to be paid to a Yukon First Nation or a Yukon Indian Person pursuant to this chapter shall only be for provable loss or damage to the Yukon First Nation or Yukon Indian Person.
- 14.12.2 The amount and terms of compensation set out in 14.12.1 shall be determined by the Board.

Cross Referenced Clauses: 14.8.1, 14.9.2, 14.12.3 (all), 14.12.4, 14.12.5 (all), 14.12.6 (all), 14.12.7, 14.12.8, 14.12.9, 14.12.10

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

Project: Establishment of the Yukon River Watershed Management Working Group if the Working Group is initially established pursuant to the TKCFA

Responsible party: TKC, Canada, Yukon

Participant / Liaison: None identified

Obligations addressed:

Chapter 14 Schedule A

- 2.1 The Working Group shall be established, as soon as practical and in no case later than 180 days after the Effective Date of this Agreement, to make recommendations designed to promote, in relation to that portion of the Area located within the Traditional Territory of the Ta'an Kwach'an Council:
 - 2.1.1 public awareness and appreciation of the Water, including respect for the traditional and current use of the Water by Yukon Indian People and respect for the historical and current use of the Water by others;
 - 2.1.2 responsible residential, commercial, recreational and other uses of the Water and shoreline lands bordering the Water;
 - 2.1.3 coordination and facilitation of the efforts of Government, Yukon First Nations and communities in or downstream from the Area, to maintain or improve the health of the Water and related shorelines; and
 - 2.1.4 the protection and enhancement of Freshwater Fish and Salmon and their habitat.
- 2.2 Subject to 2.4, the Working Group shall be comprised of four members, of whom two shall be nominated by the Ta'an Kwach'an Council and two shall be nominated jointly by Canada and the Yukon.
- 2.3 Persons nominated to the Working Group shall have familiarity with land and water in all or parts of the Area.

Cross Referenced Clauses: 14.6.2, Chapter 14 Schedule A 1.0, 3.1, 3.4

Responsibility	Activities	Timing
TKC	Nominate two members to the Working Group taking into account Chapter 14 Schedule A 2.3.	As soon as practical, not later than 180 days after Effective Date

Responsibility	Activities	Timing
Canada, Yukon	Jointly, nominate two members to the Working Group taking into account Chapter 14 Schedule A 2.3.	As soon as practical, not later than 180 days after Effective Date

Planning Assumptions

1. The Parties will be responsible for the costs of the participation of their member(s) in the Yukon River Watershed Management Working Group.
2. In advance of the Effective Date of the Final Agreement of a Participating Yukon First Nation, a representative from other Participating Yukon First Nations may be invited to attend meetings of the Yukon River Watershed Management Working Group at their own cost.
3. If the Working Group is not initially established pursuant to the TKCFA, then the inclusion of TKC in the Working Group process is dealt with in the activity sheet for Chapter 14, Schedule A 2.4.

Project: Merger of the Yukon River Watershed Management Working Group (the "Working Group") with other working group(s) provided for under Participating Yukon First Nation Final Agreement(s)

Responsible party: TKC, Canada, Yukon

Participant / Liaison: None identified

Obligations addressed:

Chapter 14 Schedule A

- 2.4 Unless the Working Group under this Agreement has already delivered its recommendations pursuant to 3.0, upon the Effective Date of the Final Agreement of a Participating Yukon First Nation, the Yukon River Watershed Management Working Group provided for under that Final Agreement and the Working Group under this Agreement shall be merged to form one joint Working Group, to make recommendations in respect of that portion of the Area located within the Traditional Territories of the Ta'an Kwach'an Council and the Participating Yukon First Nation, and shall be comprised of either four or six members as follows:
 - 2.4.1 if the joint Working Group is formed from the merger of Working Groups under this Agreement and the Final Agreement of one Participating Yukon First Nation, then the joint Working Group shall be comprised of four members, of whom one shall be nominated by the Ta'an Kwach'an Council, one shall be nominated by the Participating Yukon First Nation and two shall be nominated jointly by Canada and the Yukon;
 - 2.4.2 if the joint Working Group is formed from the merger of Working Groups under this Agreement and the Final Agreements of two Participating Yukon First Nations, then the joint Working Group shall be comprised of six members, of whom one shall be nominated by the Ta'an Kwach'an Council, one shall be nominated by each of the two Participating Yukon First Nations, and three shall be nominated jointly by Canada and the Yukon.

Cross Referenced Clauses: 14.6.2, Chapter 14 Schedule A 1.0, 2.3, 3.1

Responsibility	Activities	Timing
If the Working Group is initially established pursuant to the TKCFA, then upon the Effective Date of the Final Agreement of the first Participating Yukon First Nation, merge the working groups as follows:		
TKC	Reduce membership on the merged working group by confirming one existing member, or nominate a new member taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the first Participating Yukon First Nation
First Participating Yukon First Nation	Nominate one member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the first Participating Yukon First Nation
Canada, Yukon	Confirm existing members, or jointly nominate two members to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the first Participating Yukon First Nation
If the Working Group is NOT initially established pursuant to the TKCFA, then upon the Effective Date of the TKCFA, merge the working groups as follows:		
First Participating Yukon First Nation	Reduce membership on the merged working group from two members to one member by confirming one existing member, or nominate a new member taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the TKCFA
TKC	Nominate one member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the TKCFA
Canada, Yukon	Confirm existing members, or jointly nominate two members to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the TKCFA
If the Working Group is initially established pursuant to the TKCFA or the Final Agreement of the first Participating Yukon First Nation, then upon the Effective Date of the Final Agreement of the second Participating Yukon First Nation, merge the working groups as follows:		
TKC	Confirm existing member, or nominate new member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the second Participating Yukon First Nation

Responsibility	Activities	Timing
First Participating Yukon First Nation	Confirm existing member, or nominate new member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the second Participating Yukon First Nation
Second Participating Yukon First Nation	Nominate one member to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the second Participating Yukon First Nation
Canada, Yukon	Confirm existing members and jointly nominate a third member, or jointly nominate three new members to the merged working group taking into account Chapter 14 Schedule A 2.3.	Prior to Effective Date of the Final Agreement of the second Participating Yukon First Nation

Planning Assumption

1. If the Working Group has already delivered its recommendations pursuant to 3.0, then the provisions of 2.4 and this activity sheet shall not apply.
2. The Parties will be responsible for the costs of the participation of their member(s) in the Yukon River Watershed Management Working Group.
3. In advance of the Effective Date of the Final Agreement of the second Participating Yukon First Nation, a representative from the second Participating Yukon First Nations may be invited to attend meetings of the merged Yukon River Watershed Management Working Group at their own cost.

Project: Recommendations of the Yukon River Watershed Management Working Group (the "Working Group")

Responsible party: TKC, Canada, Yukon

Participant / Liaison: FWMB, SSC, Renewable Resources Councils having jurisdiction in the Area, any Regional Land Use Planning Commissions established for the Area, the Yukon River Inter Tribal Watershed Council, the Government of British Columbia ("the Recipients")

Obligations addressed:

Chapter 14 Schedule A

- 3.1 The recommendations of the Working Group shall be made to Government, the Ta'an Kwach'an Council and the Participating Yukon First Nations.
- 3.2 In preparing its recommendations, the Working Group shall:
 - 3.2.1 provide for a public consultation process including consultation with affected communities in the Area; and
 - 3.2.2 consider the traditional knowledge and experience of Yukon Indian People in relation to the Water.
- 3.3 Prior to submitting its recommendations, the Working Group shall provide its proposed recommendations, for review and comments, to:
 - 3.3.1 the Renewable Resources Councils having jurisdiction in the Area;
 - 3.3.2 any Regional Land Use Planning Commissions established for the Area;

- 3.3.3 the Fish and Wildlife Management Board;
 - 3.3.4 the Salmon Sub-Committee;
 - 3.3.5 the Yukon River Inter Tribal Watershed Council established among First Nations in Alaska and Yukon; and
 - 3.3.6 the Government of British Columbia.
- 3.4 The Working Group shall make best efforts to deliver its recommendations within 24 months of the date upon which it was first established pursuant to this Agreement or a Final Agreement of a Participating Yukon First Nation.

Cross Referenced Clauses: 14.6.2, Chapter 14 Schedule A 1.0

Responsibility	Activities	Timing
Working Group	Prepare a work plan for the development of recommendations pursuant to Chapter 14 Schedule A 2.1, including a public consultation process and consideration of the traditional knowledge and experience of Yukon Indian People in relation to the Water.	As soon as practicable after establishment of the Working Group
Working Group	Provide proposed recommendations to the Recipients.	Prior to submitting recommendations to Government, TKC and other Participating Yukon First Nations (if applicable)
the Recipients	Review and provide comments.	Within a reasonable period of time as indicated by the Working Group
Working Group	Deliver recommendations to Government, TKC and other Participating Yukon First Nations (if applicable).	Within 24 months of the date when the original Working Group was established, as provided in the TKCFA or in the Final Agreement of a Participating Yukon First Nation, or as soon as practicable thereafter

Project: Review and implementation of recommendations of the Yukon River Watershed Management Working Group (the "Working Group")

Responsible party: TKC, Canada, Yukon

Participant / Liaison: None identified

Obligations addressed:

Chapter 14 Schedule A

- 4.1 Within 90 days of receipt of the recommendations, Government, the Ta'an Kwach'an Council, and any Participating Yukon First Nation shall jointly review the recommendations with a view to reaching consensus as to which, if any, of the recommendations they will each support.
- 4.2 If consensus is not obtained pursuant to 4.1, Government, the Ta'an Kwach'an Council and any Participating Yukon First Nation shall refer the recommendations back to the Working Group for reconsideration with written reasons as to which recommendations they each support or reject.
- 4.3 Within 90 days of a referral for reconsideration, the Working Group shall reconsider its recommendations and make its final recommendations to Government, the Ta'an Kwach'an Council and any Participating Yukon First Nation.
- 4.4 Within 60 days following receipt of the final recommendations, Government, the Ta'an Kwach'an Council and any Participating Yukon First Nation shall advise each other, in writing, which recommendations, if any, they are prepared to support, together with reasons for that decision.
- 5.1 The recommendations supported by Government, the Ta'an Kwach'an Council and the Participating Yukon First Nations may be implemented to the extent possible within program resources which may be available to each of them from time to time.
- 5.3 Government, the Ta'an Kwach'an Council, and the Participating Yukon First Nations, or any of them, may develop mechanisms or enter into agreements to facilitate cooperative implementation of the recommendations which they each support.

Cross Referenced Clauses: 14.6.2; Chapter 14 Schedule A 1.0, 5.2, 5.4

Responsibility	Activities	Timing
TKC, Canada, Yukon, Participating Yukon First Nation(s)	Jointly review recommendations with a view of reaching consensus.	Within 90 days of receipt of recommendations
If no consensus reached pursuant to 4.1:		
TKC, Canada, Yukon, Participating Yukon First Nation(s)	Refer the recommendations back to the Working Group for reconsideration with written reasons as to which recommendations they each support or reject.	As required
Working Group	Reconsider its recommendations and make its final recommendations to Government, TKC and any Participating Yukon First Nation.	Within 90 days of a referral of reconsideration of the recommendations

Responsibility	Activities	Timing
TKC, Government, Participating Yukon First Nation(s)	Advise each other, in writing, of recommendations, if any, they are prepared to support, as well as of recommendations which they are not prepared to support. Provide reasons for decision.	Within 60 days following receipt of the final recommendations
TKC, Government, Participating Yukon First Nation(s)	At discretion and within program resources available to them, implement recommendations which they each support.	
TKC, Government, or Participating Yukon First Nation(s)	At discretion, develop mechanisms or enter into agreements to facilitate cooperative implementation of recommendations which they each support.	

Project: Review progress of implementation of recommendations of the Yukon River Watershed Management Working Group (the "Working Group")

Responsible party: TKC, Canada, Yukon

Participant / Liaison: None identified

Obligations addressed:

Chapter 14 Schedule A

- 5.5 Government, the Ta'an Kwach'an Council, and the Participating Yukon First Nations shall meet, within 3 months of the third, sixth and ninth anniversaries of Government's receipt of the recommendations from the Working Group, and thereafter as the parties may agree, to jointly review:
 - 5.5.1 progress of implementation of the supported recommendations;
 - 5.5.2 progress in meeting the objectives of the recommendations as set out in 2.1; and
 - 5.5.3 the recommendations which were not supported by one or more of them and reconsider whether those recommendations could be supported.
- 6.1 Government, the Ta'an Kwach'an Council and the Participating Yukon First Nations shall make best efforts to encourage the Government of British Columbia to adopt measures similar or compatible with this schedule for the Yukon River watershed within British Columbia.

Cross Referenced Clauses: 14.6.2, Chapter 14 Schedule A 1.0, 2.1, 4.4, 5.1, 5.2, 5.3, 5.4

Responsibility	Activities	Timing
Government, TKC, Participating Yukon First Nation(s)	Communicate with each other, identifying a contact person to work on the organization of the meeting to review and report on issues identified in 5.5 and 6.1.	Within six months of the third, sixth, and ninth anniversaries of Government's receipt of the recommendations from the Working Group

Responsibility	Activities	Timing
Contact persons identified by Government, TKC, Participating Yukon First Nation(s)	Prepare for meeting to jointly review and report on issues identified in 5.5 and 6.1.	As required
Government, TKC, Participating Yukon First Nation(s)	Meet to jointly review and report on issues identified in 5.5 and 6.1.	Within three months of the third, sixth and ninth anniversaries of the receipt by Government of the recommendations from the Working Group, and thereafter as the parties may agree

Planning Assumption

1. The communication described in the first activity shall be through the persons nominated pursuant to FAIP 5.1.

Project: Survey of Settlement Land boundaries

Responsible party: Canada

Participant / Liaison: SLC, Yukon, TKC, CYI, LTO

Obligations addressed:

- 15.2.1 The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6.
- 15.2.3 Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.
- 15.2.4 The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.
- 15.2.5 The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.
- 15.2.9 Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.

Cross Referenced Clauses: 5.3.2, 5.3.3, 15.2.6, 15.2.7, 15.2.8, 15.2.10, 15.3.4 (all), 15.4.2, 15.4.2.1, 15.4.3, 15.7.1, 22.3.4

Responsibility	Activities	Timing
Canada, TKC	Establish a working group to address the design of the annual survey programs, based on priorities established by the SLCs, with a specific goal of improving access to economic opportunities for TKC, and the general goal of increasing and improving TKC involvement in the entire survey process.	After receipt of information from SLC
Canada	Prepare and present a draft of the annual survey programs to TKC.	Following working group discussions
TKC	Review and make recommendations on the draft.	Within a reasonable time indicated by Canada
Canada	Design and provide copy of the annual survey programs to Yukon and SLC.	As soon as practicable
Canada	Prepare survey instructions consistent with 15.2.1.	As soon as practicable
Canada	Tender survey contracts consistent with 15.7.1 and 22.3.4.	
Canada	Ensure surveys are in accordance with the standards of the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.	
Canada	Notify SLC that boundary requires adjustment to reduce survey cost.	As required
SLC	Review proposal to adjust.	As soon as practicable upon receipt of notice

Responsibility	Activities	Timing
Canada	Consult with CYI and Yukon in accordance with 15.2.9.	If consent of the SLC is not granted
Canada	Make decision regarding adjustment of the boundary.	If consent of the SLC is granted
Canada	Notify TKC, SLC, CYI and Yukon of decision.	As appropriate
Canada	Receive survey results from contractor, examine results, and forward results to SLC for review.	Upon completion of survey

Planning Assumptions

1. Natural Resources Canada will assume the lead role for Canada.
2. Unless otherwise agreed by the parties, working group discussions pursuant to 15.2.1 shall take place in Whitehorse.

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

Responsible party: SLC, Government

Participant / Liaison: Yukon Indian People, TKC

Obligations addressed:

- 15.3.6 To the extent practicable, between the Effective Date of each Yukon First Nation Final Agreement and the date of confirmation of a plan of survey of any particular Parcel of Settlement Land or Site Specific Settlement Land, Yukon Indian People shall not be precluded from the interim use and enjoyment of that Parcel by reason only that a plan of survey of that Parcel has not been confirmed.
- 15.3.7 During the period described in 15.3.6:
 - 15.3.7.1 each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;
 - 15.3.7.2 each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and
 - 15.3.7.3 Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
SLC	Receive request relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian Person. Determine whether it is practicable to give effect to the request and make recommendations to Government.	Upon request by Yukon Indian Person
Government	Take steps as it considers practicable to give effect to a recommendation from the SLC respecting a request for use and enjoyment of Settlement Land.	Upon receipt of recommendation
Government	Inform the SLC, Yukon Indian Person and TKC 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

Project: Resolving disputes regarding identification and selection of Site Specific Settlement Land and determination of priorities for survey of Settlement Land

Responsible party: Canada, SLC, Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

- 15.3.8 Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0.
- 15.3.9 Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the affected Yukon First Nation.

Cross Referenced Clauses: 15.3.4 (all), 15.3.5 (all), 15.4.5, 26.3.0 (all)

Responsibility	Activities	Timing
Canada, Yukon, SLC or TKC	If SLC does not reach agreement, at discretion refer dispute regarding identification of site specific settlement parcel (15.3.4.1) to dispute resolution process.	As necessary

Responsibility	Activities	Timing
Arbitrator	Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or the final position proposed by TKC.	As required
Canada, Yukon, SLC or TKC	If SLC does not reach agreement, at discretion, refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution process.	As necessary

Planning Assumption

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

Project: Approval of survey plans

Responsible party: Canada, TKC, SLC

Participant / Liaison: Yukon, LTO

Obligations addressed:

- 15.6.6 Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the Parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.
- 15.6.7 If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.
- 15.6.8 After resolution of any disagreement pursuant to 15.6.7, the plan shall be returned directly to the Surveyor General for confirmation.

Cross Referenced Clauses: 5.2.3, 5.2.4, 5.5.1, 5.5.1.4, 15.2.4, 15.6.1, 26.3.0 (all)

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

Responsibility	Activities	Timing
SLC	Review plan and surveyor's report for conformity with original land selection.	Prior to making recommendation to TKC
SLC	If the plan conforms in the view of the SLC, recommend plan to TKC and seek written approval of plan from TKC.	As soon as practicable after review by Canada
TKC	Review plan to ensure that the parcels depicted conform to the area selected.	As soon as practicable
TKC	If the plan conforms, accept the recommendation of the SLC and provide written approval to the SLC.	After reviewing the plan
If accepted:		
Canada	Register the plan in Canada Lands Survey Records.	As soon as practicable
Canada	Deposit official plan in the LTO and in land registry system established by the TKC.	Upon confirmation
If not accepted:		
TKC	Refer the dispute to the dispute resolution process under 26.3.0.	As soon as practicable
Canada	Resurvey if required, in accordance with the Chapter.	As soon as practicable
Canada	Return the plan to the Surveyor General for confirmation pursuant to 15.6.6.	Upon acceptance of the plan or after any dispute is resolved
Canada	Register the plan in Canada Lands Survey Records.	As soon as practicable

Responsibility	Activities	Timing
Canada	Deposit official plan in the LTO and in land registry system established by the TKC.	Upon confirmation

Planning Assumption

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

Project: Employment and economic opportunities -- Surveying

Responsible party: Canada

Participant / Liaison: TKC

Obligations addressed:

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Ta'an Kwach'an Council Settlement Land, Government shall include among the factors for consideration, employment of Ta'an Kwach'an, and Ta'an Kwach'an and Ta'an Kwach'an Council ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
- 15.7.1.2 The Ta'an Kwach'an Council and Government shall ensure that qualifications and experience requirements for employment of Ta'an Kwach'an in the surveying of Ta'an Kwach'an Council Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Ta'an Kwach'an.
- 15.7.1.3 Qualified Ta'an Kwach'an shall have first priority for employment in the surveying of Ta'an Kwach'an Council Settlement Land on the same terms and conditions that such employment would be offered to any other person with the appropriate qualifications and experience.
- 15.7.1.4 Nothing in 15.7.1.1 shall be construed to mean that the criteria for employment of Ta'an Kwach'an, or for Ta'an Kwach'an and Ta'an Kwach'an Council ownership or equity investment shall be the determining criteria in the award of any contract.

Cross Referenced Clauses: 15.2.5, 15.7.2, 22.3.1

Responsibility	Activities	Timing
Canada and TKC	<p>Work together to discuss the development of criteria for evaluating the "First Nation Involvement Proposal" component of contracting proposals which includes among the factors for consideration:</p> <ul style="list-style-type: none"> • employment of Ta'an Kwach'an; • Ta'an Kwach'an and TKC ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm. 	Within six months of the Effective Date, or as otherwise agreed by the parties
Canada	Finalize criteria and provide copy of criteria to TKC.	As soon as practicable

Responsibility	Activities	Timing
TKC	At discretion, provide to Canada an updated list of Ta'an Kwach'an and TKC businesses interested in providing services to contractors.	
Canada	<p>Develop a Request for Proposal document ensuring that the document includes:</p> <ul style="list-style-type: none"> • a list of Ta'an Kwach'an and TKC businesses interested in providing services to contractors; • a requirement that the bidder include a "First Nations Involvement Proposal" as part of the proposal; • the requirement to give first priority for employment of qualified and experienced Ta'an Kwach'an and TKC businesses; and, • the requirement that the bidder provide documentary proof Ta'an Kwach'an and TKC businesses were given first consideration in the proposal. <p>Provide copy of documents to TKC.</p>	As required
Canada	Notify TKC when considering changes to the Request for Proposal document which involve the "First Nation Involvement Proposal" portion of the document and work with TKC to discuss these changes.	As appropriate
Canada, TKC	Meet to evaluate the "First Nations Involvement Proposal".	After closing of the tender
Planning group preparing economic development opportunities plan	Set out the agreed upon qualifications and experience appropriate for survey in the economic development opportunities plan prepared pursuant to 22.3.1.	Prior to completion of economic development opportunities plan

Planning Assumptions

1. Natural Resources Canada ("NRCan") will assume the lead role for Canada.
2. NRCan and TKC have agreed that the committee established to evaluate the "First Nation Involvement Proposal" of competitive proposals, bids or tenders for survey of TKC Settlement Land will include a representative of the TKC.
3. The meeting to evaluate the "First Nations Involvement Proposal" of competitive proposals, bids or tenders for survey of TKC Settlement Land shall take place in Whitehorse.

Project: Administration of survey contracts

Responsible party: Canada, TKC

Participant / Liaison: Yukon Indian People

Obligations addressed:

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

Cross Referenced Clauses: 15.7.1.1, 22.5.4, 22.5.6, 22.5.8, 22.5.9

Responsibility	Activities	Timing
TKC, Canada	Develop arrangements and procedures including contacts, time lines, and information requirements to facilitate the administration of survey contracts.	Within 6 months of the Effective Date unless otherwise agreed by the parties
Canada	Prepare contracts for the survey of Settlement Land and include the condition that Yukon Indian People and TKC 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	Include list of TKC businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of TKC Settlement Land with all requests for proposals, and require documentary proof that TKC businesses and Yukon Indian People were given first consideration.	When issuing requests for proposals
Canada	In assessing survey proposals, confirm that the documentary proof forms part of the contractor's proposal. Provide copy of documentary proof to TKC.	As required

Planning Assumption

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

Project: Consultation with TKC prior to imposition of a limitation pursuant to 16.3.3 in Legislation

Responsible party: Government

Participant / Liaison: TKC, other affected YFNs

Obligations addressed:

- 16.3.3 The exercise of rights under this chapter is subject to limitations provided for elsewhere in Settlement Agreements and to limitations provided in Legislation enacted for purposes of Conservation, public health or public safety.
 - 16.3.3.1 Any limitation provided for in Legislation pursuant to 16.3.3 must be consistent with this chapter, reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.
 - 16.3.3.2 Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.

Cross Referenced Clauses: 16.3.2, 16.3.9, 16.3.10, 16.5.4, 16.6.9, 16.6.10 (all), 16.7.12.7, 16.7.16

Responsibility	Activities	Timing
Government, TKC	Provide notice of possible need to impose a limitation pursuant to 16.3.3.1. Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines and any other information required by the parties.	Within reasonable time prior to Consultation
Government	Provide details of the issue and of the proposed limitation pursuant to 16.3.3.1 to TKC and other affected YFNs.	Following establishment of arrangements and procedures for Consultation
TKC	Prepare and present views on proposed limitation.	Within a reasonable period of time as set out in the arrangements and procedures
Government	Provide full and fair consideration of views presented.	Before imposing a limitation
Government	Notify TKC of decision.	After decision made

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

Responsible party: Canada

Participant / Liaison: TKC and other affected YFNs

Obligations addressed:

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

Cross Referenced Clauses: 16.5.4

Responsibility	Activities	Timing
Canada	Notify TKC and other affected YFNs of Fish and Wildlife management issues in international negotiations. Provide background information on the subject and request input from YFNs with respect to their interests.	Prior to the negotiations or as issues arise
TKC and other affected YFNs	Provide response for consideration by Canada.	Within time frame established by Canada
Canada	Negotiate the issues, making reasonable efforts to represent the interests of TKC and other affected YFNs.	As required

Planning Assumption

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

Project: Amendments to Game Export Act

Responsible party: Canada

Participant / Liaison: Yukon, TKC

Obligations addressed:

- 16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.
- 16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.

Cross Referenced Clauses: 16.7.16

Responsibility	Activities	Timing
Canada	Forward copy of Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act ("WAPPRIITA") and regulations to YFNs and Yukon.	As soon as practicable
Canada, Yukon, TKC	Review WAPPRIITA and regulations to determine if they comply with requirements of 16.3.7.	After receipt of WAPPRIITA and regulations
Canada	Consult with TKC and Yukon for the purpose of determining whether further amendments are required.	
Canada	If further amendments are needed, make best efforts to amend legislation pursuant to 16.3.7.	As soon as practicable

Planning Assumption

1. The Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act, R.S.C. 1992, c.52 was assented to by Parliament on December 17, 1992 and was proclaimed with regulations on May 14, 1996. This Act repeals the Game Export Act R.S.C. 1985, c. G-1 and allows the Governor in Council to make regulations under section 21 with respect to circumstances in which persons may be exempted from holding permits and on a number of other issues.

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

Responsible party: Canada, Yukon, TKC, FWMB, LRRC

Participant / Liaison: None identified

Obligations addressed:

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

Cross Referenced Clauses: 16.3.14, 16.3.15

Responsibility	Activities	Timing
Canada, Yukon, TKC, FWMB, LRRC, responsible agencies	Discuss appropriate protocol for coordination of the management of Fish and Wildlife populations which cross the boundary of a National Park.	As soon as practicable after the establishment of a National Park in or adjacent to TKC Traditional Territory

Project: Provision of proof in relation to Harvesting rights

Responsible party: TKC

Participant / Liaison: Canada, Yukon

Obligations addressed:

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

Cross Referenced Clauses: 16.4.2 (all), 16.4.8, 16.4.9, 16.5.1, 16.5.1.1

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

Responsibility	Activities	Timing
		document/form is developed

Project: Consultation with TKC before taking action on Fish and Wildlife matters affecting TKC management responsibilities or exercise of Harvesting rights

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

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

Cross Referenced Clauses: 16.3.3.2, 16.5.1 (all)

Responsibility	Activities	Timing
Government	Notify and provide details to TKC of proposed action on a Fish and Wildlife matter which may affect TKC.	As required
TKC	Prepare and present views to Government regarding proposed action.	Within reasonable time indicated by Government
Government	Provide full and fair consideration of views presented. Inform TKC of action to be taken.	Prior to action being taken

Project: Nomination of alternate members to the LRRC

Responsible party: TKC, Yukon

Participant / Liaison: None identified

Obligations addressed:

- 16.6.2.1 The Minister and Ta'an Kwach'an Council may each nominate one additional member as an alternate member to the Council.

Cross Referenced Clauses: 2.11.8, 2.12.2.3, 2.12.2.4, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.2.2, 16.6.2.3, 16.6.4 (all), Chapter 16 Schedule C 2.0 (all)

Responsibility	Activities	Timing
TKC and/or Yukon	At discretion, nominate an additional member to LRRC as an alternate, in accordance with the requirements of 16.6.4 (all).	As necessary
Yukon	Appoint alternate members to LRRC.	After nominations have been received

Project: Nominations to the LRRC

Responsible party: TKC, Yukon

Participant / Liaison: None identified

Obligations addressed:

- 16.6.4.3 Prior to any appointments being made to the Council, the Minister and the Ta'an Kwach'an Council shall make reasonable attempts to reach a consensus as to the individuals which each party nominates to the Council.
- 16.6.4.4 In attempting to reach consensus under 16.6.4.3, the Minister and the Ta'an Kwach'an Council shall consider:
 1. any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Ta'an Kwach'an Council;
 2. any prospective nominee's familiarity with renewable resource issues;
 3. any information available as to a prospective nominee's intention to remain resident in the Traditional Territory of the Ta'an Kwach'an Council;
 4. the compatibility of proposed nominees; and
 5. any other matters to which the Minister and the Ta'an Kwach'an Council agree.
- 16.6.4.5 If, after having made the reasonable attempts required by 16.6.4.3, the Minister and the Ta'an Kwach'an Council are unable to reach a consensus, either party may give written notice to the other setting out the names of the individuals which it intends to nominate to the Council and 14 days thereafter may so nominate those individuals.

Cross Referenced Clauses: 2.11.8, 2.12.2.3, 2.12.2.4, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.4.1, 16.6.4.2, 16.6.2, Chapter 16 Schedule C

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

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

Project: Amendment of Wildlife Act

Responsible party: Yukon

Participant / Liaison: TKC, Renewable Resources Councils ("RRCs"), FWMB

Obligations addressed:

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

Cross Referenced Clauses: 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3; 16.5.4, 16.6.10.6, 16.7.16, 16.11.1

Responsibility	Activities	Timing
Yukon	Send details of proposed amendment to TKC and FWMB.	As soon as practicable
TKC, FWMB	Review request, prepare and present views regarding proposed amendment.	Within a reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented and draft amendment.	Prior to introducing amendment to Yukon Legislative Assembly

Responsibility	Activities	Timing
Yukon	Introduce amendment to Yukon Legislative Assembly. Send approved Legislation to TKC, FWMB and RRCs.	Following approval of legislation

Project: Provision of research results/information to LRRC

Responsible party: Government, TKC

Participant / Liaison: LRRC

Obligations addressed:

- 16.6.15 Government shall provide Councils with the results of research under 16.6.10.11.
- 16.6.17 Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

Cross Referenced Clauses: 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.10.11

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

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

Responsible party: SSC

Participant / Liaison: TKC, other affected YFNs, Canada

Obligations addressed:

- 16.7.17.12 Without restricting 16.7.17.11, the Sub-Committee:
 - (f) after Consultation with affected Yukon First Nations, shall make recommendations to the Minister on allocation, in amount and by area, of Salmon to users, in accordance with this chapter; and

Responsibility	Activities	Timing
SSC	Identify need to vary allocation, in amount and by area, of Salmon to users, and notify TKC and other affected YFNs and Canada. Provide any relevant information.	As necessary
TKC and other affected YFNs	Review proposal and prepare and present views.	Within a reasonable time
SSC	Provide full and fair consideration to input received.	As required
SSC	Make recommendations to the Minister on allocation, in amount and by area, of Salmon to users.	As soon as practicable
SSC	Notify TKC and other affected YFNs of outcome of recommendations.	As soon as practicable

Planning Assumption

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

Project: Allocation of Total Allowable Harvest (TAH) for moose before resolving TKC overlaps with other Yukon First Nations

Responsible party: Yukon, TKC

Participant / Liaison: LRRC

Obligations addressed:

- 16.9.1.3 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Ta'an Kwach'an Council, Government shall allocate to the Ta'an Kwach'an Council either:
 1. a portion of the Total Allowable Harvest determined in accordance with Schedule D - Allocation of Total Allowable Harvest for Moose, attached to this chapter; or
 2. the number of moose required to satisfy the Subsistence needs of Ta'an Kwach'an,
 3. whichever is less.
- 16.9.1.5 The Subsistence needs of Ta'an Kwach'an referred to in 16.9.1.3(b), 16.9.1.4(b) and 2.3.2.3 of Schedule D to this chapter shall be determined in the following manner:
 1. the Ta'an Kwach'an Council shall provide its assessment of the Subsistence needs of Ta'an Kwach'an to Government and the Council;

2. if Government disagrees with the Ta'an Kwach'an Council's assessment of the Subsistence needs of Ta'an Kwach'an, the Minister and the Ta'an Kwach'an Council shall attempt to agree on the Subsistence needs of Ta'an Kwach'an, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0; and
3. the following shall be included in determining the Subsistence needs of Ta'an Kwach'an for the purposes of 16.9.1.5:
 1. the health and nutritional needs of Ta'an Kwach'an;
 2. recent and current harvests of the species by Ta'an Kwach'an;
 3. the harvest patterns of Ta'an Kwach'an and changes to those patterns;
 4. current personal consumption estimates of the species by Ta'an Kwach'an; and
 5. such other factors as agreed upon by Government and the Ta'an Kwach'an Council.

Chapter 16 Schedule D

- 2.1 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Ta'an Kwach'an Council, Government shall allocate to the Ta'an Kwach'an Council 75% of the Total Allowable Harvest.

Cross Referenced Clauses: 2.11.8; Chapter 2 Schedule B 4.1.3; 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2 (all), 26.3.0 (all)

If, at some point in the future, it becomes necessary to limit the number of moose which can be harvested, a TAH is put in place. 16.9.1.3 provides that TKC hunters be allocated a certain proportion of the moose. TKC hunters are allocated either a specific proportion of the number of moose available for harvest, or the number of animals required to meet the Subsistence needs of the Ta'an Kwach'an, which ever is less.

Before TKC resolves its traditional territory overlaps with its neighbouring First Nations, the 'proportion' number is set out in Schedule D 2.1 namely, 75% of the moose available for harvest. The subsistence needs number is determined through discussions between TKC and the Yukon Minister responsible for wildlife, as described in 16.9.1.5. These two numbers are compared, and the allocation to First Nation hunters is the smaller of the two.

Responsibility	Activities	Timing
Yukon	If establishing a Total Allowable Harvest for moose according to 16.9.1.3, notify TKC of the need to assess the Subsistence needs of Ta'an Kwach'an.	As required
TKC	Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Ta'an Kwach'an to the Minister and the LRRC.	Within reasonable time after notification of need to assess Subsistence needs
TKC, Yukon	If Minister disagrees with the assessment by TKC of its Subsistence needs, attempt to agree on the Subsistence needs of the Ta'an Kwach'an, taking into account 16.9.1.5(c).	As necessary

Responsibility	Activities	Timing
TKC or Yukon	If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.	As necessary
Yukon	After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to TKC either 75% of the TAH for moose, or the number required to meet the Subsistence needs, whichever is less.	As necessary

Project: Negotiation of moose allocation and allocation of Total Allowable Harvest (TAH) for moose after resolving TKC overlaps with other Yukon First Nations

Responsible party: Yukon, TKC

Participant / Liaison: LRRC

Obligations addressed:

- 16.9.1.3 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Ta'an Kwach'an Council, Government shall allocate to the Ta'an Kwach'an Council either:
 1. a portion of the Total Allowable Harvest determined in accordance with Schedule D - Allocation of Total Allowable Harvest for Moose, attached to this chapter; or
 2. the number of moose required to satisfy the Subsistence needs of Ta'an Kwach'an, whichever is less.
- 16.9.1.5 The Subsistence needs of Ta'an Kwach'an referred to in 16.9.1.3(b), 16.9.1.4(b) and 2.3.2.3 of Schedule D to this chapter shall be determined in the following manner:
 1. the Ta'an Kwach'an Council shall provide its assessment of the Subsistence needs of Ta'an Kwach'an to Government and the Council;
 2. if Government disagrees with the Ta'an Kwach'an Council's assessment of the Subsistence needs of Ta'an Kwach'an, the Minister and the Ta'an Kwach'an Council shall attempt to agree on the Subsistence needs of Ta'an Kwach'an, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0; and
 3. the following shall be included in determining the Subsistence needs of Ta'an Kwach'an for the purposes of 16.9.1.5:
 1. the health and nutritional needs of Ta'an Kwach'an;
 2. recent and current harvests of the species by Ta'an Kwach'an;
 3. the harvest patterns of Ta'an Kwach'an and changes to those patterns;
 4. current personal consumption estimates of the species by Ta'an Kwach'an; and
 5. such other factors as agreed upon by Government and the Ta'an Kwach'an Council.

- 2.1 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Ta'an Kwach'an Council, Government shall allocate to the Ta'an Kwach'an Council 75% of the Total Allowable Harvest.
- 2.2 Upon the elimination of Overlapping Areas in all or substantially all of the Traditional Territory of the Ta'an Kwach'an Council and upon the request of the Ta'an Kwach'an Council, the parties to this agreement shall endeavour to negotiate an allocation for moose for the Traditional Territory of the Ta'an Kwach'an Council no less favourable to the Ta'an Kwach'an Council than the allocation set out at 2.1.
- 2.3 Any allocation negotiated under 2.2 shall be in the following form:
 - 2.3.1 When the Available Harvest in the Traditional Territory is as set out in column 1 of the following table, Government shall allocate to the Ta'an Kwach'an Council that portion of the Total Allowable Harvest established for moose for all or part of the Traditional Territory of the Ta'an Kwach'an Council set out in the corresponding row of column 2.
 - 2.3.2 The numbers and percentages to be inserted in column 1 and column 2 of the table will be determined by the parties as part of the negotiation under 2.2 and shall be based on the following factors:
 - 2.3.2.1 estimates of the moose population in the Traditional Territory of the Ta'an Kwach'an Council;
 - 2.3.2.2 the traditional knowledge and experience of Ta'an Kwach'an;
 - 2.3.2.3 the Subsistence needs of Ta'an Kwach'an;
 - 2.3.2.4 the reasonable needs of other harvesters;
 - 2.3.2.5 the matters set out in 16.9.6.1 to 16.9.6.4; and
 - 2.3.2.6 such other factors as agreed upon by Government and the Ta'an Kwach'an Council.
 - 2.3.3 In determining the Available Harvest in the Traditional Territory for the purposes of an allocation negotiated under 2.2, Government shall Consult with the Ta'an Kwach'an Council and the Council and shall consider scientific research and the special knowledge and experience of Ta'an Kwach'an.
- 2.4 Failing an agreement under 2.2, the allocation shall be as set out in 2.1.

Column 1	Column 2
Available Harvest in the Traditional Territory	Portion of Total Allowable Harvest
Numbers will be determined by the parties as part of the negotiation under 2.2 and will be based on the factors set out in 2.3.2.	Percentages will be determined by the parties as part of the negotiation under 2.2 and will be based on the factors set out in 2.3.2.

Cross Referenced Clauses: 2.11.8; Chapter 2 Schedule B 4.1.3; 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2 (all), 26.3.0 (all)

If, at some point in the future, it becomes necessary to limit the number of moose which can be harvested, a TAH is put in place. 16.9.1.3 provides that TKC hunters be allocated a certain proportion of the moose. TKC hunters are allocated either a specific proportion of the number of moose available for harvest, or the number of animals required to meet the Subsistence needs of Ta'an Kwach'an, whichever is less.

After TKC substantially resolves its traditional territory overlap with its neighbouring First Nations, the model for allocating moose to TKC hunters may change. The 75% proportion, as described in the previous activity sheet entitled "Allocation of Total Allowable Harvest (TAH) for moose before resolving TKC overlaps with other First Nations", may change, if a new allocation proportion can be agreed upon, as described in this activity sheet.

Responsibility	Activities	Timing
TKC, Yukon	Enter into negotiations to determine an allocation for moose for the Traditional Territory of the TKC no less favourable to TKC than the 75% allocation set out at 2.1. The allocation will be in the form laid out in Chapter 16, Schedule D, 2.4, and shall take into account Chapter 16, Schedule D, 2.3.1 and 2.3.2.	At the request of TKC, after elimination of Overlapping Areas in all or substantially all of the Traditional Territory of TKC
If Yukon and TKC have agreed to a new allocation for moose as provided under Chapter 16 Schedule D 2.2:		
Yukon	If establishing a TAH for moose according to 16.9.1.3, notify TKC of the need to assess the Subsistence needs of Ta'an Kwach'an.	As required
TKC	Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Ta'an Kwach'an to the Minister and the LRRC.	Within reasonable time after notification of need to assess Subsistence needs
TKC, Yukon	If Minister disagrees with the assessment by TKC of its Subsistence needs, attempt to agree on the Subsistence needs of the Ta'an Kwach'an, taking into account 16.9.1.5(c).	As necessary
TKC or Yukon	If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.	As necessary
Yukon	After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to TKC either the number of moose as agreed to as per chapter 16 Schedule D 2.1, or the number required to meet the Subsistence needs, whichever is less.	As necessary
If Yukon and TKC have NOT agreed to an allocation for moose under Chapter 16, Schedule D, 2.2:		
Yukon	If establishing a TAH for moose according to 16.9.1.3, notify TKC of the need to assess the Subsistence needs of Ta'an Kwach'an.	As required

Responsibility	Activities	Timing
TKC	Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Ta'an Kwach'an to the Minister and the LRRC.	Within reasonable time after notification of need to assess Subsistence needs
TKC, Yukon	If Minister disagrees with the assessment by TKC of its Subsistence needs, attempt to agree on the Subsistence needs of the Ta'an Kwach'an, taking into account 16.9.1.5(c).	As necessary
TKC or Yukon	If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.	As necessary
Yukon, TKC	After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to TKC either 75% of the TAH for moose, or the number required to meet the Subsistence needs, whichever is less.	As necessary

Project: Allocation of Total Allowable Harvest (TAH) for woodland caribou

Responsible party: Yukon, TKC

Participant / Liaison: LRRC

Obligations addressed:

- 16.9.1.4 If a Total Allowable Harvest is established for woodland caribou for all or part of the Traditional Territory of the Ta'an Kwach'an Council, Government shall allocate to the Ta'an Kwach'an Council either:
 1. 75% of the Total Allowable Harvest; or
 2. the number of woodland caribou required to satisfy the Subsistence needs of Ta'an Kwach'an, whichever is less.
- 16.9.1.5 The Subsistence needs of Ta'an Kwach'an referred to in 16.9.1.3(b), 16.9.1.4(b) and 2.3.2.3 of Schedule D to this chapter shall be determined in the following manner:
 1. the Ta'an Kwach'an Council shall provide its assessment of the Subsistence needs of Ta'an Kwach'an to Government and the Council;
 2. if Government disagrees with the Ta'an Kwach'an Council's assessment of the Subsistence needs of Ta'an Kwach'an, the Minister and the Ta'an Kwach'an Council shall attempt to agree on the Subsistence needs of Ta'an Kwach'an, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0; and
 3. the following shall be included in determining the Subsistence needs of Ta'an Kwach'an for the purposes of 16.9.1.5:
 1. the health and nutritional needs of Ta'an Kwach'an;
 2. recent and current harvests of the species by Ta'an Kwach'an;
 3. the harvest patterns of Ta'an Kwach'an and changes to those patterns;

4. current personal consumption estimates of the species by Ta'an Kwach'an; and
5. such other factors as agreed upon by Government and the Ta'an Kwach'an Council.

Cross Referenced Clauses: 2.11.8; Chapter 2 Schedule B 4.1.3; 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2 (all), 26.3.0 (all)

If, at some point in the future, it becomes necessary to limit the number of woodland caribou which can be harvested, a Total Allowable Harvest (TAH) is put in place. 16.9.1.4 provides that TKC hunters be allocated a certain proportion of the caribou. TKC hunters are allocated either 75% of the number of caribou available for harvest, or the number of caribou required to meet the Subsistence needs of Ta'an Kwach'an, whichever is less.

Responsibility	Activities	Timing
Yukon	If establishing a TAH for woodland caribou according to 16.9.1.4, notify TKC of the need to assess the Subsistence needs of Ta'an Kwach'an.	As required
TKC	Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Ta'an Kwach'an to the Minister and the LRRC.	Within reasonable time after notification of need to assess Subsistence needs
TKC, Yukon	If Minister disagrees with the assessment by TKC of its Subsistence needs, attempt to agree on the Subsistence needs of Ta'an Kwach'an, taking into account 16.9.1.5(c).	As necessary
TKC or Yukon	If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.	As necessary
Yukon	After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to TKC either 75% of the TAH for caribou, or the number required to meet the Subsistence needs, whichever is less.	As necessary

Project: Harvest reallocation upon request of TKC under 16.9.3

Responsible party: Yukon, TKC

Participant / Liaison: Other YFNs

Obligations addressed:

- 16.9.3 Where, in any year:

- 16.9.3.1 the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and
- 16.9.3.2 the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife, Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.

Cross Referenced Clauses: 16.9.1, 16.9.13

Responsibility	Activities	Timing
TKC	At discretion, request that Yukon allocate some of TKC harvest allocation to another YFN in accordance with 16.9.3.	As necessary
Yukon	Alter allocation as requested.	As soon as practicable
Yukon	Inform affected YFNs.	As soon as practicable

Project: Negotiation of Basic Needs Level

Responsible party: TKC, Government

Participant / Liaison: None identified

Obligations addressed:

- 16.9.13 Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.

Cross Referenced Clauses: 16.5.1, 16.5.1.4, 16.5.1.5, 16.9.15, 16.10.3

Responsibility	Activities	Timing
TKC, Government	Contact other parties with a request to negotiate a Basic Needs Level.	At request of any party

Responsibility	Activities	Timing
TKC, Government	Respond to request for negotiations.	Within a reasonable time of the request
TKC, Government	If parties agree, enter negotiations.	As necessary

Project: Endeavouring to rehabilitate wildlife populations

Responsible party: Government, TKC, FWMB and LRRC

Participant / Liaison: None identified

Obligations addressed:

- 16.9.16 In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.

Cross Referenced Clauses: 16.1.1, 16.1.1.1, 27.4.1

Responsibility	Activities	Timing
Government, TKC, FWMB, LRRC	When a Total Allowable Harvest is less than a Basic Needs Level or adjusted Basic Needs Level, exchange information and cooperatively identify options for rehabilitating the population. Develop a plan.	As necessary
Government, TKC, FWMB, LRRC	Endeavour to rehabilitate the affected population in accordance with the plan.	As required

Planning Assumptions

- The initial discussions will identify time lines, budgetary and other resources required and each party's participation in the development of the plan.
- The plan will identify each party's participation in the process of rehabilitating the population.

Project: Exploring ways to improve distribution of edible meat to Yukon Indian People which is a by-product of the harvest

Responsible party: Government, YFNs

Participant / Liaison: LRRC

Obligations addressed:

- 16.9.17 Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.

Cross Referenced Clauses: 16.5.1.8, 16.8.0 (all)

Responsibility	Activities	Timing
TKC, Government	Develop and review options for improving distribution of edible meat which is a by-product of the harvest to Yukon Indian People.	At request of the TKC
TKC, Government	If the parties agree on methods, identify and implement the necessary procedures.	As necessary

Planning Assumptions

1. It is the Parties' understanding that TKC will take responsibility for initiating these activities. TKC will initiate these activities at their discretion.
2. Government and TKC may refer this issue to the LRRC for its input.

Project: Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 3.9.2, 3.9.3, and 3.9.4

Responsible party: Canada and TKC

Participant / Liaison: None identified

Obligations addressed:

- 16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:
 - 16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
 - 16.10.3.2 the Harvesting patterns of other residents of the Yukon;
 - 16.10.3.3 changing patterns of consumption;
 - 16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
 - 16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
 - 16.10.3.6 such other factors as the parties may agree.

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- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.

- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.
- 3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

Cross Referenced Clauses: 16.10.4; Chapter 16 Schedule A 2.1, 3.2, 3.6.2, 3.9.1; 26.4.0; TKCFA Plan Activity Sheet Chapter 16 Schedule A 4.1

Responsibility	Activities	Timing
TKC	Request negotiations with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 to balance better the changes over time in population of TKC.	Within 3 months of the release of the result of the Study
Canada, TKC	Negotiate with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 taking into consideration the recommendations of the contractor and the factors described in 16.10.3.	As soon as practicable after TKC request
If, after one year following the request to negotiate, the parties have not reached an agreement:		
TKC or Canada	At discretion, refer any outstanding matters to the dispute resolution process under 26.4.0.	Within a further 30 days of one year following the request to negotiate
If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution:		
Canada	Set basic needs allocation for TKC as set out in 3.9.1.	As necessary

Planning Assumption

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

Project: Variation of basic needs allocation for Salmon among YFNs

Responsible party: YFNs (as defined in Chapter 16 Schedule A), Canada

Participant / Liaison: SSC

Obligations addressed:

- 16.10.5 The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.

Cross Referenced Clauses: 16.7.17.11, 16.7.17.12(f); Chapter 16 Schedule A

Responsibility	Activities	Timing
YFNs, or Canada	Identify need to vary allocation among affected YFNs; notify other parties and SSC.	As necessary, or upon receipt of recommendation of SSC
Affected YFNs and Canada	Attempt to reach agreement on a variation to the allocation.	As soon as practicable
Affected YFNs and Canada	If agreement is reached, confirm agreement in writing and implement new allocation.	As necessary
Affected YFNs and Canada	Notify SSC of new allocation.	As soon as practical

Planning Assumptions

1. The parties may seek the recommendations of the SSC to assist in determining the new allocation.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

Project: Priority of YFNs' basic needs allocation

Responsible party: Canada

Participant / Liaison: SSC, YFNs

Obligations addressed:

- 16.10.8 Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allowable Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
Canada	Ensure the basic needs allocation for any drainage basin shall have priority over all other fisheries.	After the effective date of Settlement Legislation

Responsibility	Activities	Timing
Canada	Seek agreement of affected YFNs to alter allocation.	As required
Affected YFNs	Review proposal and notify Canada of decision.	Upon receipt of proposal
Canada	Alter allocation.	If all affected YFNs agree

Planning Assumptions

1. Canada shall work with the SSC and YFNs to determine how the priority of the YFNs' total basic needs allocation for the drainage basin is to be given effect.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

Project: Distribution of Total Allowable Catch when Total Allowable Catch falls below YFNs' basic needs allocation for the Yukon River Drainage Basin

Responsible party: Canada

Participant / Liaison: SSC and affected YFNs

Obligations addressed:

- 16.10.9 Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.
- 16.10.13 Where:
 - 16.10.13.1 a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season; or
 - 16.10.13.2 subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin, Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic needs allocation.

Cross Referenced Clauses: 16.10.8

Responsibility	Activities	Timing
Canada	If the Total Allowable Catch is less than what is required to satisfy the basic needs allocation, distribute the available Total Allowable Catch among the affected YFNs on a pro rata basis proportional to their share of the total basic needs allocation.	As required once the drainage basin basic needs allocation is established
Canada	If conditions identified in 16.10.13 occur, make necessary increases to each affected YFN's annual allocation in order that after a period of no more than six years each YFN's average annual basic needs allocation is met.	Over a period of the next 6 years

Planning Assumptions

1. The Department of Fisheries and Oceans ("DFO") will assume the lead role for Canada.
2. Where inaccurate pre-season or in-season Total Allowable Catch determinations result in an inability to meet the basic needs allocation for the drainage basin and other commercial and sport fisheries have harvested Salmon, Government will subsequently adjust the affected YFN's annual basic needs allocations. The intention would be to provide for that adjustment within the Total Allowable Catch established for the following year if it is reasonable to do so.
3. Where the in-season Total Allowable Catch is less than what is required to satisfy the basic needs allocation of a YFN pursuant to 16.10.9 in any one year for any other reason than those described in 16.10.13, no adjustment of that YFN's basic needs allocation will be made.
4. Government will make best efforts to refer these issues to the SSC for their consideration and input prior to making a determination pursuant to this clause.
5. A temporary reduction or cancellation of commercial or other fisheries may be required in order to allow Government to allocate the necessary additional fish to the YFN's basic needs allocation fishery.
6. Precise determinations of spawning escapement cannot be made with existing DFO management practices, therefore, determinations pursuant to 16.10.13.1 may be difficult to assess. In recognition of this difficulty, and consistent with clause 16.10.8, every effort will be made in the setting and allocation of the annual Total Allowable Catch to meet the requirements of the YFN's basic needs allocations for the drainage basin before allocating Salmon to other users.

Project: Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN

Responsible party: SSC

Participant / Liaison: Affected YFNs, Canada

Obligations addressed:

- 16.10.14 Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.

Cross Referenced Clauses: 16.8.9

Responsibility	Activities	Timing
SSC	In cooperation with affected YFNs, identify situation in which Harvesting in excess of basic needs allocation by a downstream YFN may have resulted in the failure of an upstream YFN to meet its basic needs allocation.	As required after basic needs allocations are established for the drainage basin in question
SSC	In cooperation with affected YFNs, review available information.	As soon as practicable
SSC	Reallocate a portion of the downstream YFN's allocation to the upstream YFN if appropriate.	As required
SSC	Notify affected YFNs and implement decision, subject to 16.8.9.	As required

Planning Assumptions

1. The Department of Fisheries and Oceans ("DFO") will assume the lead role for Canada.
2. Canada will provide the technical information and support available to it in order to assist the SSC in making a determination pursuant to this clause.
3. Management information currently available to the DFO may not, in all cases, be adequate to determine conclusively that the over-harvesting by a downstream YFN resulted in the unavailability of sufficient salmon for an upstream YFN to meet its basic needs allocation.

Project: Additional commercial Salmon fishing licences

Responsible party: Canada, Yukon First Nations of the Yukon River Drainage Basin ("Affected YFNs")

Participant / Liaison: None identified

Obligations addressed:

- 16.10.15 In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.
- 16.10.16 The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.
 - 16.10.16.1 Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.
 - 16.10.16.2 Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.

- 16.10.17 The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.

Cross Referenced Clauses: 16.7.17.12, 16.7.17.12 (e), 16.10.20

Responsibility	Activities	Timing
Affected YFNs	Determine how licences will be allocated and notify Canada.	As soon as practicable
Canada	Issue licences without fee according to allocation determined by the YFNs.	Upon receipt of notification
Affected YFNs	Inform Canada of any licence transfers agreed to by YFNs.	Upon transfer

Planning Assumptions

1. Pursuant to 16.7.17.12 (e), the SSC may make recommendations to Canada on related new opportunities and proposed management measures for the commercial uses of Salmon.
2. The eight (8) licences to be issued pursuant to 16.10.15 represents 26 percent of the thirty (30) Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on May 28, 1993 the day immediately preceding the date of ratification of the Umbrella Final Agreement.
3. The Department of Fisheries and Oceans will assume the lead role for Canada.

Project: Allocation of traplines

Responsible party: Yukon, TKC, LRRC

Participant / Liaison: None identified

Obligations addressed:

- 16.11.3.4 The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.
- 16.11.10 The Council shall regularly review the use of traplines and make recommendations to the Minister and Yukon First Nations on the assignment and reassignment of all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with 16.6.10.6 and 16.6.10.7, as follows:
 - 16.11.10.1 new and vacant traplines shall be assigned with regard to criteria established by the Council and, to the extent possible, in accordance with 16.11.3;
 - 16.11.10.2 additional criteria for the allocation of Category 1 Traplines may be established by a Yukon First Nation;
 - 16.11.10.6 for Category 1 Traplines, the final allocation authority shall rest with the Yukon First Nation;
 - 16.11.10.7 for Category 2 Traplines, the final allocation authority shall rest with the Minister;

Cross Referenced Clauses: 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3; 16.6.10.6, 16.6.10.7, 16.8.0 (all), 16.11.2 (all), 16.11.3 (all), 16.11.10.3, 16.11.10.5, 16.11.10.8

Responsibility	Activities	Timing
LRRC	Establish trapline allocation criteria in accordance with 16.6.10.6 and 16.6.10.7 and additional criteria for transition process to reach trapline allocation goal of 16.11.3. Inform TKC and Yukon of criteria.	As soon as practicable
TKC	At discretion, establish additional criteria for the allocation of Category 1 Traplines. Inform Yukon and LRRC of criteria.	As practicable
LRRC	Make recommendations to Minister and/or TKC on assignment and reassignment of new, vacant and under-utilized traplines.	After receiving recommendations
Minister	At discretion, assign or reassign Category 2 Traplines.	After receiving recommendations
TKC	At discretion, assign or reassign Category 1 Traplines.	After receiving recommendations
TKC, Minister	Notify LRRC of decisions regarding assignment of new, vacant or under-utilized traplines.	After decision made
TKC, Yukon, LRRC	Update respective trapline registers in accordance with 16.11.10.5.	After decision made and notification given

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

Responsible party: TKC

Participant / Liaison: Registered holder, LRRC, Yukon

Obligations addressed:

- 16.11.8 A trapline shall be designated Category 1 only with the written consent of the registered holder of that trapline.

- 16.11.9 Where less than 70 percent of the traplines within a Yukon First Nation's Traditional Territory are designated as Category 1 pursuant to 16.11.7, that Yukon First Nation's Final Agreement shall set out the process by which additional traplines may be designated as Category 1 Traplines.
 - 16.11.9.1 The process required by 16.11.9 is that the Ta'an Kwach'an Council shall provide Government with proof of the consent required by 16.11.8 and shall provide Government and the Council with notice that it has designated the trapline to be a Category 1 Trapline.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.3, 6.0; 16.11.3.5, 16.11.5.1, 16.11.6, 16.11.7, 16.11.7.1, 16.11.10.5, Chapter 16 Schedule B 1.1

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

Project: Trade and redesignation of Category 1 and 2 Traplines

Responsible party: Minister, TKC, LRRC

Participant / Liaison: The trappers concerned in a trade of traplines ("Affected Trappers")

Obligations addressed:

- 16.11.10.4 upon mutual agreement between the trappers concerned, and with the approval of the Council, the Yukon First Nation and the Minister, a trade may be arranged between Category 1 and Category 2 Traplines, with consequent re-designation of the status of the traplines;

Cross Referenced Clauses: 2.11.8, Chapter 2 Schedule B 4.1, 4.1.3, 6.1 (all); 16.11.6, 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.5, 16.11.10.6, 16.11.10.7, 16.11.10.8, 26.4.0 (all)

Responsibility	Activities	Timing
TKC, Minister or LRRC	Upon mutual agreement reached between Affected Trappers on trade of Category 1 Trapline for Category 2 Trapline, notify other parties of proposed trade of Category 1 Trapline for Category 2 Trapline. Provide details.	As soon as practicable after being advised by Affected Trappers

Responsibility	Activities	Timing
TKC, Minister, LRRC	Review proposed trapline trade, and approve or deny proposal.	Within reasonable time after receiving proposal
TKC, Yukon, LRRC	If approved, redesignate traplines in accordance with approved trade.	As soon as practicable
TKC, Yukon, LRRC	Update respective trapline registers in accordance with 16.11.10.5.	As soon as practicable

Project: Maintenance of register of Category 1 and 2 Traplines

Responsible party: Yukon , TKC, LRRC

Participant / Liaison: None identified

Obligations addressed:

- 16.11.10.5 the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines.

Cross Referenced Clauses: 2.9.3, Chapter 2 Schedule B 4.1, 4.1.3, 6.1 (all); 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.4, 16.11.10.6, 16.11.10.7, 16.11.10.8

Responsibility	Activities	Timing
Yukon	Revise Yukon's trapline concession register to distinguish between Category 1 and Category 2 Traplines.	Before or as soon as practicable following Effective Date
TKC	Establish register of Category 1 Traplines.	As soon as practicable
Yukon	Notify LRRC and TKC of Yukon's register and provide copies.	As soon as practicable after establishment of register
TKC	Notify LRRC and Yukon of TKC 's register and provide copies.	As soon as practicable after establishment of register

Responsibility	Activities	Timing
LRRC	Establish register of Category 1 and Category 2 Traplines.	As soon as practicable after receipt of copies of Yukon's and TKC's registers
TKC	Notify Yukon and LRRC if trapline concession holders have consented to their traplines being designated as Category 1 Traplines.	Ongoing
TKC, Yukon, LRRC	Maintain respective trapline registers.	Ongoing

Project: Establish a compensation policy for Yukon Indian trappers

Responsible party: Canada, Yukon

Participant / Liaison: TKC, LRRC

Obligations addressed:

- 16.11.13 Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.

Cross Referenced Clauses: 16.11.13.1

Responsibility	Activities	Timing
Yukon, Canada	Develop proposal for compensation process.	As soon as practicable
Yukon, Canada	Provide proposed compensation process to TKC and LRRC for review and comments.	
TKC, LRRC	Review proposed compensation process and provide comments to Government.	

Responsibility	Activities	Timing
Yukon, Canada	Review and consider comments received and finalize compensation process.	
Yukon, Canada	Notify TKC, LRRC and trappers of compensation process.	

Project: Provision of trapper training programs

Responsible party: Yukon

Participant / Liaison: YFNs, Renewable Resources Councils ("RRCs")

Obligations addressed:

- 16.13.2 The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.

Cross Referenced Clauses: 28.8.3, 28.9.1, 28.9.2

Responsibility	Activities	Timing
Yukon, YFNs, RRCs	Each assess existing trapper training programs and determine whether and to what extent they encourage effective involvement of trappers in the management and development of traplines.	As soon as practicable
Yukon, YFNs or RRCs	At discretion, suggest changes to the content or delivery of existing trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.	As necessary
Yukon, YFNs, RRCs	In collaboration, redesign the content or delivery of trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.	Within reasonable time after need for change identified

Responsibility	Activities	Timing
Yukon	Provide trapper training for Yukon Indian People as required.	Until February 14, 2005, unless otherwise decided

Planning Assumptions

1. The trapper training program presently delivered by Yukon will serve as the starting point for the trapper training program required by 16.13.2.
2. In designing trapper training programs, the parties will consider the financial circumstances of Yukon Indian People.

Project: Negotiation of basic needs allocations -- Salmon pursuant to Chapter 16 Schedule A 4.1

Responsible party: Canada and TKC

Participant / Liaison: None identified

Obligations addressed:

Chapter 16 Schedule A

- 4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

Cross Referenced Clauses: 16.10.3, 16.10.4, Chapter 16 Schedule A 2.1, 3.2, 3.9.2

NOTE: The time period provided for a Yukon First Nation to request negotiations for a basic needs allocation for Salmon in accordance with Chapter 16 Schedule A 4.1 has expired.

Project: Nomination of alternate members to the Laberge Renewable Resources Council in KDFN / TKC overlapping area

Responsible party: TKC, Kwanlin Dun First Nation (KDFN), Minister

Participant / Liaison: None identified

Obligations addressed:

Chapter 16 Schedule C

- 3.1 Where the Minister, the Ta'an Kwach'an Council and the Kwanlin Dun First Nation reach agreement under 2.1:
- 3.1.2 in addition to the alternate members nominated pursuant to 16.6.2.1 of this Agreement, the Kwanlin Dun First Nation and the Minister may each nominate one additional member as an alternate member of the Laberge Council;
- 3.1.5 prior to any appointments being made to the Laberge Council, the Minister, the Ta'an Kwach'an Council and the Kwanlin Dun First Nation shall make reasonable attempts to reach a consensus as to the individuals which each party nominates to the Laberge Council;

- 3.1.6 in attempting to reach consensus under 3.1.5, the Minister, the Ta'an Kwach'an Council and the Kwanlin Dun First Nation shall consider:
 - 3.1.6.1 any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Ta'an Kwach'an Council and the Kwanlin Dun First Nation;
 - 3.1.6.2 any prospective nominee's familiarity with renewable resource issues;
 - 3.1.6.3 any information available as to a prospective nominee's intention to remain resident in the Traditional Territory of the Ta'an Kwach'an Council or the Traditional Territory of the Kwanlin Dun First Nation;
 - 3.1.6.4 the compatibility of proposed nominees; and
 - 3.1.6.5 any other matters to which the Minister, the Ta'an Kwach'an Council and the Kwanlin Dun First Nation agree.
- 3.1.7 if, after having made the reasonable attempts required by 3.1.5, the Minister, the Ta'an Kwach'an Council and the Kwanlin Dun First Nation are unable to reach a consensus, each party may give written notice to the others setting out the names of the individuals which it intends to nominate to the Laberge Council and 14 days thereafter may so nominate those individuals.

Cross Referenced Clauses: 16.6.2.1; Chapter 16 Schedule C 2.1, 3.1.3, 3.1.4, 5.2

Responsibility	Activities	Timing
TKC, Yukon, KDFN	Make reasonable efforts to reach a consensus as to each party's nominee(s) to the RRC for the overlapping area.	When making nominations to the RRC for the overlapping area
TKC, KDFN, Yukon	If consensus is reached, nominate the individual(s).	As necessary
TKC, KDFN or Yukon	If no consensus reached by TKC, KDFN and Yukon, at discretion, give written notice to the other party identifying the individual(s) which it intends to nominate to the RRC for the overlapping area.	As necessary
KDFN and Yukon	At discretion, nominate named individuals.	At least 14 days after notice provided

Project: Early termination of TKC member to the Laberge Renewable Resources Council in KDFN / TKC overlapping area after initial appointment of members to the RRC established pursuant to 16.6.1

Responsible party: TKC

Participant / Liaison: None identified

Obligations addressed:

Chapter 16 Schedule C

- 3.3 If the agreement of the Minister, the Ta'an Kwach'an Council and the Kwanlin Dun First Nation is obtained pursuant to 2.1 after the initial appointment of members to the Laberge Council in accordance with 16.6.5 of this Agreement:
 - 3.3.1 the Ta'an Kwach'an Council shall recommend to the Minister which one of its three nominees appointed to the Laberge Council shall be subject to early termination in order to accommodate the appointment of one of the two members to be nominated by the Kwanlin Dun First Nation under 3.1.1;

Cross Referenced Clauses: 2.12.2, 16.6.0; Chapter 16 Schedule C 2.1, 3.1.1, 5.2

Responsibility	Activities	Timing
TKC	Recommend to the Minister which one of its three nominees appointed to the RRC shall be subject to early termination in order to accommodate the appointment of one of the two members to be nominated by KDFN under 3.1.1.	As soon as practicable after agreement to establish RRC in KDFN / TKC overlapping area

Project: Termination of agreement with respect to jurisdiction of the Laberge Renewable Resources Council in KDFN / TKC overlapping area**Responsible party:** TKC, Yukon, KDFN**Participant / Liaison:** None identified**Obligations addressed:**

Chapter 16 Schedule C

- 4.1 The Minister, the Ta'an Kwach'an Council or the Kwanlin Dun First Nation may, by giving 3 months advance written notice to the other parties, terminate the arrangement under 2.1.
- 4.2 The arrangement under 2.1 may be terminated at any time with the agreement of the Minister, the Ta'an Kwach'an Council and the Kwanlin Dun First Nation.
- 4.3 The Laberge Council, the Minister and the Ta'an Kwach'an Council shall be entitled to rely upon a certified copy of a band council resolution of the Kwanlin Dun First Nation as conclusive evidence of the authority of the Kwanlin Dun First Nation to give notice under 4.1 or agree under 4.2.

Cross Referenced Clauses: Chapter 16 Schedule C 2.1, 4.4

Responsibility	Activities	Timing
Yukon, TKC or KDFN	Provide written notice to the other parties of intention to terminate the arrangement under 2.1.	At least three months prior to the proposed termination date

Responsibility	Activities	Timing
	OR	
Yukon, TKC and KDFN	Agree to terminate the arrangement under 2.1.	At any time
KDFN	Provide to the RRC, Yukon and TKC a certified copy of a band council resolution of the KDFN as conclusive evidence of the notice of the KDFN under 4.1 or the agreement of the KDFN under 4.2.	As required

Project: Merger of the Laberge Renewable Resources Council with the Renewable Resources Council established for the Traditional Territory of the KDFN

Responsible party: TKC, Yukon

Participant / Liaison: KDFN

Obligations addressed:

Chapter 16 Schedule C

- 6.1 Government and the Ta'an Kwach'an Council shall endeavour to engage the Kwanlin Dun First Nation in discussions regarding a merger, pursuant to 16.6.12 of this Agreement, of the Laberge Council and the Renewable Resources Council established for the Traditional Territory of the Kwanlin Dun First Nation pursuant to a Kwanlin Dun First Nation Final Agreement.

Cross Referenced Clauses: 16.6.12

Responsibility	Activities	Timing
Yukon, TKC	Endeavour to engage KDFN in discussions regarding a merger, pursuant to 16.6.12, of the RRC and the Renewable Resources Council established for the Traditional Territory of the KDFN.	As necessary

Project: Consultation on Forest Resources policies and Legislation

Responsible party: Government

Participant / Liaison: LRRC, and other affected Renewable Resources Councils ("RRCs")

Obligations addressed:

- 17.2.2 The Minister shall Consult with the affected Renewable Resources Councils:
 - 17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and
 - 17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.

Cross Referenced Clauses: 2.11.8, 17.4.3

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

Project: Non-commercial harvest of Trees on Crown Lands

Responsible party: TKC and Government

Participant / Liaison: None identified

Obligations addressed:

- 17.3.1 Subject to this chapter:
 - 17.3.1.2 each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes; and
- 17.3.3 For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

Cross Referenced Clauses: 17.2.2 (all), 17.3.2, 17.3.4 (all), 17.3.6 (all)

Responsibility	Activities	Timing
	If permit required by Legislation:	
TKC	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
TKC	Notify Government of Trees harvested up to a limit of 500 cubic metres.	As required by permit or upon request by Government
	If no permit is required:	
TKC	Notify Government of Trees harvested up to a limit of 500 cubic metres.	Annually, or as requested by Government

Project: Preparation of Forest Resources Management plans in TKC Traditional Territory

Responsible party: Minister, TKC

Participant / Liaison: LRRC

Obligations addressed:

- 17.5.1 The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.
- 17.5.2 A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.
- 17.5.4 The timing for the development of Forest Resources Management plans for each Yukon First Nation's Traditional Territory shall be addressed in Yukon First Nation Final Agreements.
 - 17.5.4.1 The Minister, in Consultation with the Ta'an Kwach'an Council and the Laberge Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans for the Traditional Territory of the Ta'an Kwach'an Council.
 - 17.5.4.2 The Minister, in Consultation with the Ta'an Kwach'an Council, shall determine the need for and the timing of the preparation of any inventory of Trees on Crown Land in the Territorial Territory of the Ta'an Kwach'an Council and the Minister and the Ta'an Kwach'an Council shall

agree on the order in which areas shall be inventoried, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0.

- 17.5.4.3 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of the Ta'an Kwach'an Council, it shall Consult with the Ta'an Kwach'an Council to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information on land held by the Ta'an Kwach'an Council.
- 17.5.7 The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.
- 17.5.8 If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.

Cross Referenced Clauses: 2.11.8; Chapter 2 Schedule B 4.1, 4.1.4; 17.4.1 (all), 17.4.2 (all), 17.5.3, 17.5.5 (all), 17.5.6 (all), 17.6.1, 17.6.2

Responsibility	Activities	Timing
Minister, TKC	Work collaboratively to identify areas of priority for the development of Forest Resources Management plans.	As soon as practicable
Minister, TKC	At discretion, request recommendations from the LRRC on the areas of priority for the development of Forest Resources Management plans.	As necessary
LRRC	Provide recommendations.	Within reasonable time indicated by Minister
Minister, TKC	Review recommendations of LRRC, and identify areas of priority for the development of Forest Resources Management plans and notify LRRC of outcome.	After receipt of recommendations
Minister, TKC	In Consultation with each other, determine the need for any inventory of Trees in TKC Traditional Territory.	After identifying areas of priority for the development of Forest Resources Management plans and concurrent with their respective assessments
Minister, TKC	In Consultation with each other, agree on the order in which any inventory of trees on Crown	As necessary

Responsibility	Activities	Timing
	Land in TKC Traditional Territory will be prepared.	
TKC	Determine the order in which any inventory of Trees on TKC Settlement Land will be prepared.	Concurrent with the agreement on the order of inventory on Crown Land in TKC Traditional Territory
If no agreement is reached:		
Minister or TKC	Refer matter to dispute resolution process under 26.3.0.	As necessary
Minister	In Consultation with TKC, determine the timing for the preparation of any inventory of Trees on Crown Land in TKC Traditional Territory.	As necessary
Minister	At discretion, prepare management inventory of Trees on Crown Land in TKC Traditional Territory.	Following Consultation and in accordance with 17.5.4.2, in advance of the preparation of a Forest Resources Management plan
Minister	In Consultation with TKC, determine TKC participation in inventory work on Crown Land in TKC Traditional Territory on a cost sharing basis in order to obtain similar information on land held by the TKC.	As necessary
Minister	In Consultation with TKC and the LRRC, determine the timing of Forest Resources Management plans in TKC Traditional Territory taking into consideration the need for integrated Forest Resources Management plans.	As necessary
Minister	In cooperation with TKC, develop Forest Resources Management plans on Non-Settlement Land.	As necessary
TKC	In cooperation with Government, develop Forest Resources Management plans on TKC Settlement Land.	As necessary

Planning Assumptions

1. Forest inventories and Forest Resources Management plans will be undertaken in a manner consistent with TKC and Government policies in place from time to time.

2. Government and TKC may request additional recommendations from the Laberge Renewable Resources Council on other issues.
3. It is understood that on this activity sheet, the process associated with "Consultation" is to be performed as follows:
 - a. the first party will notify and provide relevant details of the matter to the other party(ies);
 - b. the other party(ies) will prepare and present their views within reasonable time indicated by the first party;
 - c. the first party will provide full and fair consideration of views presented prior to determining outcome; and
 - d. the first party will inform the other party(ies) of the outcome prior to taking action.

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

Responsible party: Minister, YFNs

Participant / Liaison: LRRC

Obligations addressed:

- 17.5.3 After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.

Cross Referenced Clauses: 2.11.8, 17.4.1.2

Responsibility	Activities	Timing
Minister	Notify YFNs of intention to establish order for the development of Forest Resources Management plans and provide details.	As soon as practicable
YFNs	Prepare and present views.	Within reasonable time established by Minister
Minister	Provide full and fair consideration of views presented.	Prior to establishing order
Minister	Establish order for development of plans.	After Consultation
Minister	To revise order, repeat listed activities.	Prior to amending order

Planning Assumptions

1. Government will arrange for a meeting of all fourteen YFNs to Consult regarding the establishment of the order for Forest Resources Management plans.

2. Relevant information and proposals will be forwarded to the YFNs within a reasonable time in advance of the meeting.
3. The parties may include the LRRC where appropriate.

Project: Work related to an inventory of Trees on Crown Land in TKC Traditional Territory

Responsible party: Canada

Participant / Liaison: TKC

Obligations addressed:

- 17.5.4.4 The Minister shall provide to the Ta'an Kwach'an Council the results of any inventory of Trees on Crown Land in the Traditional Territory of the Ta'an Kwach'an Council on the same cost recovery basis as such results would be provided to any other Person.

Cross Referenced Clauses: 2.11.8, 17.5.1

Responsibility	Activities	Timing
Canada	Provide to TKC a list of results of any inventory of Trees completed on Crown Land in TKC Traditional Territory.	As soon as practicable
TKC	At discretion, request results of any inventory of Trees completed on Crown Land in TKC Traditional Territory.	
Canada	Provide to TKC results of any inventory of Trees completed on Crown Land in TKC Traditional Territory on the same cost-recovery basis as such results would be provided to any other Person.	As soon as practicable following request

Project: Use of pesticides or herbicides by TKC on Settlement Land

Responsible party: TKC

Participant / Liaison: Government

Obligations addressed:

- 17.7.1 Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.

Cross Referenced Clauses: 2.11.8, 17.7.3, 17.7.4, 17.7.5

Responsibility	Activities	Timing
TKC	Notify Government that use of herbicide(s) or pesticide(s) on Settlement Land is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered, and any other relevant information.	Prior to application of herbicide(s) or pesticide(s)
Government	Prepare and present views.	Within reasonable time indicated by TKC
TKC	Provide full and fair consideration of views presented.	Prior to application
TKC	Notify Government of action taken.	As soon as practicable

Project: Use of pesticides or herbicides by Government on Crown Lands within TKC Traditional Territory

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 17.7.2 Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.

Cross Referenced Clauses: 2.11.8, 17.7.4, 17.7.5

Responsibility	Activities	Timing
Government	Notify TKC that use of herbicide(s) or pesticide(s) on Crown Lands within Traditional Territory is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered and any other relevant information.	Prior to application of herbicide(s) or pesticide(s)
TKC	Prepare and present views.	Within reasonable time indicated by Government

Responsibility	Activities	Timing
Government	Provide full and fair consideration of views presented.	Prior to application
Government	Notify TKC of action taken.	As soon as practicable

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

Responsible party: TKC, Government

Participant / Liaison: None identified

Obligations addressed:

- 17.7.3 Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.

Cross Referenced Clauses: 17.7.1, 17.7.4, 17.7.5

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

Project: Consultation on forest fire fighting priorities

Responsible party: Government

Participant / Liaison: TKC, LRRC

Obligations addressed:

- 17.8.2 Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that Yukon First Nation's Settlement Land and on adjacent Non-Settlement Land.

Cross Referenced Clauses: 17.4.1.5, 17.4.4, 17.8.3

Responsibility	Activities	Timing
Government	Notify TKC of existing general priorities for forest fire fighting on Settlement Land and adjacent Non-Settlement Land and provide any relevant information.	Prior to March 31 in the year following the Effective Date
TKC	Prepare and present views.	Within a reasonable time
Government	Provide full and fair consideration of views presented.	Prior to amending priorities
Government	Set general priorities for TKC Settlement Land and for adjacent Non-Settlement Land. Notify TKC of outcome.	After Consultation
TKC, Government	At the request of TKC, revisit Government's general priorities for forest fire fighting.	As required

Planning Assumptions

1. The general forest fire fighting priorities of TKC may change over time; upon request of TKC, Government will consider amending general priorities to reflect the wishes of TKC.
2. Government will explore various options available for the interested parties to work collaboratively on the establishment of priorities for fighting forest fires.
3. The parties will involve the LRRC as appropriate.

Project: Forest fire fighting on Settlement Land

Responsible party: Government, TKC

Participant / Liaison: None identified

Obligations addressed:

- 17.8.3 For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:
 - 17.8.3.1 in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and
 - 17.8.3.2 within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.

- 17.8.4 Government may take any action it considers necessary on Settlement Land for control or extinguishment of forest fires. Where practicable, Government shall give notice to the affected Yukon First Nation prior to taking such action.
- 17.8.5 No later than four years after the Effective Date of this Agreement, Government and the Ta'an Kwach'an Council shall commence discussions to confirm their respective roles for managing forest fires on Settlement Land following the five year period specified in 17.8.3.

Cross Referenced Clauses: 17.8.1, 17.8.2, 17.8.6, 17.14.2.11

Under the PSTA respecting the Northern Affairs Program that has been entered into between Canada and TKC, Canada shall continue to provide forest fire management services in respect of TKC Settlement Land after the five-year period noted in 17.8.3 in accordance with Canada's policy and practices for forest fire management in the Yukon and within the financial and other resources available to the Northern Affairs Program, Yukon Region, DIAND from time to time for those purposes. This worksheet outlines how the Parties wish to implement the fire management provisions of the PSTA. TKC may give notice under section 17 of the SGA that it wishes to assume responsibility for fire management on TKC Settlement Land.

Responsibility	Activities	Timing
Government, TKC	Negotiate a contract for the provision by TKC to Government of forest fire management services in respect of TKC Settlement Land, and any other geographic area which the Parties agree.	Within one year of the Effective Date, or as soon thereafter as the parties agree is reasonable
TKC	Request that the Parties jointly review the protection of TKC interests achieved by the performance of forest fire management activities.	After a fire season
Government, TKC	Jointly review the protection of TKC interests achieved by the performance of forest fire management activities.	At the request of TKC, or in coordination with any annual fire season review as Government may undertake
Government, TKC	Commence discussions to confirm their respective roles for fighting forest fires on Settlement Land following the five-year period specified in 17.8.3.	Within four years following Effective Date

Planning Assumptions

1. The provision by Government of forest fire management is intended to apply in accordance with federal policy, priorities and practices in place as of April 1, 1999, and as they may be modified in accordance with policy reviews in which the TKC will be a participant.
2. The contract shall be for a term of five years, and shall contain such other terms as may be agreed, with the provision for renewal in accordance with the results of a joint review of service and performance requirements in the fifth year.

3. Under the contract, Government shall provide to TKC a minimum of \$100,000 per year for forest fire management services. Government shall also provide to TKC \$100,000 to support one-time costs, including the purchase of capital equipment required for the provision of services.
4. Funding for the purposes of the contract is subject to the appropriation of funds by Parliament.
5. Canada shall assign its obligations regarding forest fire management to Yukon under a Devolution Transfer Agreement.

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

Responsible party: TKC

Participant / Liaison: Permit holder, Surface Rights Board

Obligations addressed:

- 17.10.2 The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.

Cross Referenced Clauses: 17.10.1, 17.10.5, 17.13.1

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

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

Responsible party: TKC

Participant / Liaison: Surface Rights Board, agreement holder

Obligations addressed:

- 17.10.4 The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.

Cross Referenced Clauses: 17.10.3, 17.10.5, 17.13.1

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

Project: Notice of public tender for Forest Resources Management or forest protection within TKC Traditional Territory

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 17.14.1 Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.

Cross Referenced Clauses: 22.5.10, 22.6.6

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

Project: Contracts associated with Forest Resources Management and silviculture within TKC Traditional Territory

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 17.14.2.2 Government shall provide written notice to the Ta'an Kwach'an Council of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Ta'an Kwach'an Council.
- 17.14.2.3 Government shall include the Ta'an Kwach'an Council in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Ta'an Kwach'an Council.
- 17.14.2.4 The Ta'an Kwach'an Council shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with silviculture within the Traditional Territory of the Ta'an Kwach'an Council upon the same terms and conditions as would be offered to others.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.1, 17.14.2.1, 17.14.2.5, 17.14.2.6, 17.14.2.7

Responsibility	Activities	Timing
TKC, Government	Develop contracting arrangements and procedures including contacts, time lines, and information requirements.	Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable
Government	Consistent with the arrangements and procedures, notify TKC of any public or invitational tender for contracts associated with Forest Resources Management within TKC Traditional Territory being offered by Government.	As contracts are offered
Government	Consistent with the arrangements and procedures, provide TKC with the first opportunity to accept any contract associated with silviculture within TKC Traditional Territory offered by Government other than by public or invitational tender.	As contracts are offered
TKC	Consistent with the arrangements and procedures, provide response to Government whether to accept or reject offer or whether TKC will submit a proposal.	Within time lines specified in arrangements and procedures

Project: Criteria for silviculture contracts within TKC Traditional Territory

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 17.14.2.8 Government shall include a criterion for employment of Ta'an Kwach'an or the engagement of Ta'an Kwach'an Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Ta'an Kwach'an Council.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.2.9

Responsibility	Activities	Timing
Government, TKC	Jointly develop criteria for employment of Ta'an Kwach'an and the engagement of Ta'an Kwach'an Firms and identify the specifics as to how the criteria will be included into the contracting process.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Include a criterion for employment of Ta'an Kwach'an or the engagement of Ta'an Kwach'an Firms in any silviculture contract opportunities in TKC Traditional Territory.	As contract opportunities are identified

Planning Assumption

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

Project: Hiring of Ta'an Kwach'an to fight forest fires

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 17.14.2.10 Where Government requires Extra Forest Fire Personnel to manage forest fires within the Traditional Territory of the Ta'an Kwach'an Council it shall, where practicable, hire Ta'an Kwach'an.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.4; 17.14.2.11

Responsibility	Activities	Timing
Government, TKC	Develop arrangements for TKC to provide Extra Forest Fire Personnel to manage forest fires in TKC Traditional Territory. These arrangements will include required contacts and time lines.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable

Responsibility	Activities	Timing
TKC	Develop and maintain list of Ta'an Kwach'an available to manage forest fires. This will also list qualifications.	Ongoing
Government	Notify TKC of requirement to hire Extra Forest Fire Personnel in accordance with arrangements developed.	As necessary
TKC	Notify Government of available Ta'an Kwach'an in accordance with the arrangements developed.	As necessary

Project: Identification of economic and employment opportunities associated with fighting forest fires in TKC Traditional Territory

Responsible party: Government, TKC

Participant / Liaison: None identified

Obligations addressed:

- 17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Ta'an Kwach'an Council with a view to identifying economic and employment opportunities for Ta'an Kwach'an associated with forest fire management in the Traditional Territory of the Ta'an Kwach'an Council.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.4; 17.8.3

Responsibility	Activities	Timing
Government, TKC	Develop arrangements and procedures for Consultation identifying contacts, time lines, and any other information required by TKC and Government.	Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable
Government	Notify TKC and provide information in accordance with arrangements and procedures.	In accordance with the time lines set out in the arrangements and procedures

Responsibility	Activities	Timing
TKC	Prepare and present views.	Within reasonable time as set out in the arrangements and procedures
Government	Provide full and fair consideration of the views presented by TKC. Identify economic and employment opportunities for Ta'an Kwach'an associated with forest fire management. Provide outcome to TKC.	In accordance with time lines set out in arrangements and procedures

Project: Conflicts between exercise of Mineral Right and exercise of Specified Substances Right

Responsible party: TKC

Participant / Liaison: Surface Rights Board, holder of a Mineral Right

Obligations addressed:

- 18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.

Cross Referenced Clauses: 18.1.1, 18.1.3 (all), 18.1.4

Responsibility	Activities	Timing
TKC 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
If agreement is not reached:		
TKC or holder of a Mineral Right	At discretion, refer dispute to Surface Rights Board.	As necessary
TKC and holder of a Mineral Right	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

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

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 18.2.4 Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.

Cross Referenced Clauses: 18.2.6, 18.2.6.3, 18.2.6.4, 18.2.7

Responsibility	Activities	Timing
Government	Consider whether the use of any existing Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to TKC.	As soon as practicable or upon the request of TKC
TKC	If TKC has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to TKC's inquiry, provide additional information.	As soon as practicable following the request
Government	Where reasonable and practical to do so, eliminate use of existing Quarries on Settlement Land.	As soon as practicable
Government	Communicate results to TKC.	Following elimination of the use of a Quarry
If all existing Quarries on Settlement Land have not been eliminated following the initial analysis:		
Government	Consider whether the use of any remaining Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to TKC.	From time to time, upon the request of TKC
TKC	If TKC has concerns regarding the analysis, contact Government requesting further information.	As soon as practicable after the analysis is provided
Government	In response to TKC's inquiry, provide additional information.	As soon as practicable following the request

Responsibility	Activities	Timing
Government	Communicate results to TKC.	Following elimination of the use of a Quarry

Planning Assumption

1. Government shall notify TKC prior to undertaking new projects or activities that may affect the use of existing Quarries on Settlement Land.

Project: Further identification of Quarries on Settlement Land

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

- 18.2.5 Where Government has not identified adequate Quarries for public purposes before the final land selections have been signed by the negotiators to that Yukon First Nation Final Agreement, that Yukon First Nation Final Agreement shall set out:
 - 18.2.5.1 a time period for further identification of any Quarry on Settlement Land which, unless the parties to that Yukon First Nation Final Agreement otherwise agree, shall be two years from the Effective Date of the Yukon First Nation Final Agreement;
 1. The time period for further identification under 18.2.5.1 is as follows:
 1. in respect of the areas listed in 18.2.5.2 (a)(i) through (vii), at any time after the Yukon provides 60 days written notice to the Ta'an Kwach'an Council and Canada of its intention to commence the land exchange provided for in Schedule B to Chapter 9 pursuant to the Special Conditions applicable to Parcels R-14B and R-20A as identified in Appendix A - Settlement Land Descriptions, attached to this Agreement; and
 2. in respect of the areas listed in 18.2.5.2 (a)(viii) and (ix), two years from the Effective Date of this Agreement.
 - 18.2.5.2 the area within the Traditional Territory that is subject to further identification of Quarries on Settlement Land; and
 1. The following Parcels of Ta'an Kwach'an Council Settlement Land are subject to further identification of Quarries pursuant to 18.2.5.2:
 1. those portions of Parcel R-1A lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Livingstone Trail and shown approximately by a dashed line designated as Livingstone Trail on Territorial Resource Base Map 105 D/14 in Appendix B - Maps, which forms a separate volume to this Agreement, except those portions which lie within a circle of one kilometre radius with its centre at the cemetery located on the bluff above the north bank of Joe Creek on the east side of Lake Laberge;
 2. Parcel R-14B;
 3. Parcel R-20A, except that portion of R-20A which lies within a circle of one kilometre radius with its centre at the cemetery located on the bluff above the north bank of Joe Creek on the east side of Lake Laberge;
 4. those portions of Parcel R-22B lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Livingstone Trail and shown

approximately by a dashed line designated as Livingstone Trail on Territorial Resource Base Maps 105 D/14 and 105 E/3 in Appendix B - Maps, which forms a separate volume to this Agreement, except those portions which lie within a circle of one kilometre radius with its centre at the cemetery located on the bluff above the north bank of Joe Creek on the east side of Lake Laberge;

5. those portions of Parcel R-26B lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Livingstone Trail and shown approximately by a dashed line designated as Livingstone Trail on Territorial Resource Base Map 105 D/14 in Appendix B - Maps, which forms a separate volume to this Agreement;
 6. those portions of Parcel R-29B lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Livingstone Trail and shown approximately by a dashed line designated as Livingstone Trail on Territorial Resource Base Map 105 D/14 in Appendix B - Maps, which forms a separate volume to this Agreement;
 7. those portions of Parcel C-84B lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Livingstone Trail and shown approximately by a dashed line designated as Livingstone Trail on Territorial Resource Base Map 105 D/14 in Appendix B - Maps, which forms a separate volume to this Agreement;
 8. those portions of Parcel R-5B lying within two kilometres of the centre line of the right-of-way for the Major Highway known as the Klondike Highway;
 9. Parcel R-11B;
2. as identified in Appendix A - Settlement Land Descriptions, attached to this Agreement and in Appendix B - Maps, which forms a separate volume to this Agreement.
- 18.2.5.3 a process for Consultation with the Yukon First Nation in the further identification of Quarries on Settlement Land.
 1. Government shall provide the Ta'an Kwach'an Council with a written notice setting out the location of the Quarry on Settlement Land that Government proposes to identify, the information which was used by Government in deciding to propose to identify that Quarry and the public purposes for which that Quarry is required.
 2. Within 60 days of receipt of the notice described in (a), the Ta'an Kwach'an Council shall provide Government with its views on Government's proposal to identify that Quarry and may request a meeting with Government to present those views.
 3. Government shall, if requested, meet with the Ta'an Kwach'an Council to discuss its proposed identification of that Quarry and review the establishment of Quarries on Non-Settlement Land.
 4. Government shall consider fully and fairly the views presented by the Ta'an Kwach'an Council and shall provide, to the Ta'an Kwach'an Council, its response in writing to those views and its decision on identification of that Quarry.

Cross Referenced Clauses: TKCFA Plan Activity Sheet Chapter 9 Schedule B 2.0, 18.2.3, 26.3.1.3; Appendix A - Settlement Land Descriptions R-1A, R-5B, R-11B, R-14B, R-20A, R-22B, R-26B, R-29B, C-84B

Responsibility	Activities	Timing
Yukon	Identify Quarries on Settlement Land specified in 18.2.5.2 (a) (i) through (vii) taking into consideration 18.2.3. Provide TKC with written notice setting out location of proposed Quarries, the	No later than 55 years from the Effective Date

Responsibility	Activities	Timing
	information used to identify proposed Quarries, and the public purpose for which the proposed Quarries are required.	
Yukon	Identify Quarries on Settlement Land specified in 18.2.5.2 (a) (viii) and (ix) taking into consideration 18.2.3. Provide TKC with written notice setting out location of proposed Quarries, the information used to identify proposed Quarries, and the public purpose for which the proposed Quarries are required.	No later than 2 years from the Effective Date
TKC	Prepare and present views in writing to Yukon and, at discretion, request a meeting with Yukon.	Within 60 days of receipt of notice from Yukon
Yukon	If TKC requests, meet with TKC to discuss the proposed identification of the Quarries and review the establishment of Quarries on Non-Settlement Land.	As soon as practicable after receiving request
Yukon	Provide full and fair consideration of views presented. Provide TKC with written response to TKC views.	After TKC presents its views
Yukon	Make final decision regarding identification of Quarries, taking into account the views of TKC. Provide TKC with written notice of decision.	Within a reasonable period of time

Project: Yukon use and restoration of specified Quarries on Settlement Land

Responsible party: Yukon

Participant / Liaison: TKC, Surface Rights Board

Obligations addressed:

- 18.2.6 Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:
 - 18.2.6.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;
 - 18.2.6.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;

- 18.2.6.3 on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and
- 18.2.6.4 where a dispute arises over the use or restoration of a Quarry by Government, either Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

Cross Referenced Clauses: 18.2.2, 18.2.5 (all), 18.2.10

Responsibility	Activities	Timing
Yukon	Use Quarry and associated specified substances in accordance with commonly accepted land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land.	As required for public purposes
Yukon	Notify TKC of intention to abandon use of Quarry.	Prior to ending use
TKC	Review notice and determine if site restoration is appropriate.	Upon receipt of notice
TKC	Notify Yukon of decision regarding need for site restoration.	As soon as practicable
Yukon	If required by TKC, restore Quarry in accordance with 18.2.6.3.	As appropriate
If dispute arises over use or restoration of Quarry by Yukon:		
Yukon or TKC	At discretion, refer any dispute to Surface Rights Board.	Within a reasonable period of time
Yukon or TKC	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

Project: Government use of other Quarries on Settlement Land

Responsible party: Government, TKC

Participant / Liaison: Surface Rights Board

Obligations addressed:

- 18.2.7 Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.
- 18.2.8 If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.
- 18.2.9 When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.

Cross Referenced Clauses: 18.2.2, 18.2.4, 18.2.5 (all), 18.2.10

Responsibility	Activities	Timing
Government	Notify TKC that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land.	As necessary
Government and TKC	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 TKC within 30 days
Government	Abandon proposal to use Quarry on Settlement Land. OR	If no agreement reached with TKC within 30 days
Government or TKC	Refer dispute to the Surface Rights Board.	If no agreement reached with TKC within 30 days

Responsibility	Activities	Timing
Government or TKC	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

Planning Assumption

1. The terms and conditions agreed upon between TKC and Government pursuant to 18.2.7 may include requirements for restoration of the Quarry.

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

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 18.2.10 Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
Government	Notify TKC of desire to use materials from Quarries on Settlement Land for non-public purposes or public purposes more than 30 km beyond Yukon boundaries and seek consent of the TKC.	As required
TKC	Consider request and notify Government of decision, including proposed terms and conditions if applicable.	Upon request from Government
Government	Use Quarry as agreed.	With consent of TKC
Government	OR Abandon proposal for use.	If consent not obtained from TKC

Project: Access to Settlement Land with the consent of TKC for the exercise of Mineral Rights

Responsible party: TKC

Participant / Liaison: Surface Rights Board, Person having a New or Existing Mineral Right

Obligations addressed:

- 18.3.3 Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.3.4 Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.
- 18.4.3 Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.4.4 Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in a right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

Cross Referenced Clauses: 5.4.2 (all), 18.3.1 (all), 18.3.5 (all), 18.3.6, 18.4.1 (all), 18.4.2, 18.4.5 (all), 18.5.0 (all)

Responsibility	Activities	Timing
TKC	Receive request for access to Settlement Land from holder of a Mineral Right. Determine whether or not access will be granted.	As required prior to access
TKC	Notify holder of a Mineral Right of decision.	Within a reasonable time
TKC	If an application is made to the Surface Rights Board, prepare for and respond to the application.	In accordance with Surface Rights Board rules

Project: Property Tax Assistance

Responsible party: Canada

Participant / Liaison: TKC, taxation authority

Obligations addressed:

- 20.7.1 During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.
- 21.2.2 Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation or Yukon First Nation Corporation.

Cross Referenced Clauses: 21.2.1, 21.2.3, 21.2.5 (all), 21.5.1

The Parties have agreed that the ten-year period during which property taxation assistance will be provided by Canada will commence on the Effective Date of the TKCFA. It was further confirmed that the Parties would support a proposal to amend the Umbrella Final Agreement to reflect the approach outlined on this activity sheet for implementing the Property Tax Assistance provisions. It is understood that an amendment will be put forward for consideration at a time in the future when it becomes necessary for the parties to the Umbrella Final Agreement to consider other amendments to the Umbrella Final Agreement.

The activities which follow immediately below are organized in two groupings: the first, for what will occur during the year of the Effective Date and the second, for what will occur in subsequent years.

Responsibility	Activities	Timing
In the year of the Effective Date:		
Yukon	Provide taxation authority and TKC with a list of TKC properties subject to property tax for the year of the Effective Date or portion thereof, showing estimated taxes.	No later than 90 days after the Effective Date
Yukon	Provide TKC with application form for any Yukon homeowner's grant, requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.	No later than 90 days after the Effective Date
TKC	If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes. Pay taxes to taxation authority net of any eligible Yukon homeowner's grant for eligible properties. AND	No later than 180 days after Effective Date or July 2, whichever is the later

Responsibility	Activities	Timing
In subsequent years for which the property taxation assistance regime applies:		
Taxation authority	Each year, provide TKC with an application form for any Yukon homeowner's grant (attached to the tax notice), requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.	By May 15 of each year
TKC	If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes to receive the homeowner's grant for eligible properties as a deduction from the tax bill;	By July 2 of each year
	OR	
TKC	Return completed application form to Yukon, to receive the homeowner's grant for eligible properties as a refund after the taxes have been paid.	By February 15 of the year following the year for which the application for homeowner's grant is being made
TKC	Pay taxes to taxation authority.	By July 2 of each year
Yukon	If the Yukon homeowner's grant was not deducted from TKC's tax bill at the time the taxes were paid by TKC, pay to TKC the amount of the Yukon homeowner's grant for which TKC is eligible.	Annually, within a reasonable time following receipt of TKC's homeowner's grant application form.

The following activities deal with the payment of property tax assistance from Canada to TKC on an annual basis for the first ten years following Effective Date. The terms and conditions for the payment of property tax assistance are described in Annex C of the TKC Self Government Financial Transfer Agreement.

Responsibility	Activities	Timing
TKC	Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by TKC for each calendar year.	As soon as practicable after both the property taxes are paid and the homeowner's grant is received by TKC, in the year of the Effective Date and each subsequent year for ten years
Canada	Following receipt of information from TKC about the amount of property taxes paid and homeowner's grant received by TKC in a calendar year, calculate the amount of the assistance to be paid using the applicable formula set out in the planning assumptions section of this activity sheet.	Annually, as soon as practicable after receipt of information from TKC
Canada	Pursuant to the terms and conditions set out in Annex C of the TKC SGFTA, pay to TKC the amount of assistance calculated using the applicable formula set out in the planning assumptions section of this activity sheet.	As soon as practicable

Planning Assumptions

1. The May 15 and July 2nd dates referenced in the timing for activities above are deadlines established in the current Assessment and Taxation Act, R.S.Y. 1986, c. 10, for the issuance of tax notices and payment of taxes, respectively. Similarly, the February 15 date referenced is the deadline established in the current Home Owners Grant Act, R.S.Y. 1986, c. 84, for filing applications for Yukon homeowner's grants in respect of the preceding taxation year. These dates may be subject to change from time to time.
2. Yukon shall develop an application form to be used by Yukon First Nations in respect of any homeowner's grant programs.
3. Yukon will provide a list of all fee simple properties on TKC Settlement Land when the application form for the homeowner's grant is sent to the TKC. As part of the process of applying for the homeowner's grant, TKC will sign a declaration concerning eligibility of properties for the homeowner's grant.
4. A self-government financial transfer agreement (SGFTA) between Canada and TKC will be in effect which will provide for the payment of the property tax assistance described in 20.7.1.
5. Formulas for Calculation of Property Taxation Assistance: If the Effective Date of the TKCFA falls on a day other than January 1, the following formulas will be used to calculate the amount of assistance to be paid for each of the ten years for which property taxation assistance is to be paid. The amount of property taxation assistance provided for each of the ten years will be in respect of portions of two calendar years, calculated as follows:

X = the number of days in the calendar year from January 1 up to and including the day prior to the Effective Date or the anniversary thereof;

Y = the number of days remaining in the calendar year, from the Effective Date or anniversary thereof to December 31, inclusive; and,

T = the amount of the property taxes paid by TKC for that taxation year minus the homeowner's grant received by TKC for that year.

Assistance

YEAR 1:	$(T \times Y/365) \times 100\% =$	_____
YEAR 2:	$(T \times X/365) \times 100\% + (T \times Y/365) \times 90\% =$	_____
YEAR 3:	$(T \times X/365) \times 90\% + (T \times Y/365) \times 80\% =$	_____
YEAR 4:	$(T \times X/365) \times 80\% + (T \times Y/365) \times 70\% =$	_____
YEAR 5:	$(T \times X/365) \times 70\% + (T \times Y/365) \times 60\% =$	_____
YEAR 6:	$(T \times X/365) \times 60\% + (T \times Y/365) \times 50\% =$	_____
YEAR 7:	$(T \times X/365) \times 50\% + (T \times Y/365) \times 40\% =$	_____
YEAR 8:	$(T \times X/365) \times 40\% + (T \times Y/365) \times 30\% =$	_____
YEAR 9:	$(T \times X/365) \times 30\% + (T \times Y/365) \times 20\% =$	_____
YEAR 10:	$(T \times X/365) \times 20\% + (T \times Y/365) \times 10\% =$	_____
YEAR 11:	$(T \times X/365) \times 10\% =$	_____

This table will be adjusted to take leap years into account as appropriate.

Project: Property assessment and taxation of Fee Simple Settlement Land

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

- 21.2.1 Fee Simple Settlement Land shall be subject to Laws of General Application respecting Property Taxes, and Government and a Yukon First Nation may agree in a self government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self Government that Fee Simple Settlement Land is also subject to the power of the Yukon First Nation to levy and collect fees for the use or occupation of Settlement Land, including property taxes.

Cross Referenced Clauses: 20.7.1, 21.1.0, 21.2.3, 21.2.5 (all)

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

Project: Exemption from property taxation for TKC Settlement Land parcels within the municipality of Whitehorse

Responsible party: Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

- 21.2.5.2 Those Parcels of Unimproved Category A and B Settlement Land of Ta'an Kwach'an Council within the Community Boundary of City of Whitehorse as set out in Schedules A, B and C - Settlement Land Parcels Exempt from Property Taxes - attached to this chapter, shall be exempt from Property Taxes until such exemption ceases to apply pursuant to 21.2.5.4.
- 21.2.5.7 The exemption set out in 21.2.5.2 shall expire:
 1. for those Parcels of Settlement Land listed in Schedule A; the later of:
 1. 15 years from the Effective Date of this Agreement, or
 2. upon the expiry of any further period of time agreed to pursuant to 21.2.5.8 or 25.1.5.11;
 2. for those Parcels of Settlement Land listed in Schedule B, the later of:
 1. 20 years from the Effective Date of this Agreement, or
 2. upon the expiry of any further period of time agreed to pursuant to 21.2.5.8 or 25.1.5.11.
- 21.2.5.8 Upon receipt by the Yukon of a written request from the Ta'an Kwach'an Council, no later than 180 days prior to the expiration of each time period referenced in 21.2.5.7, Yukon and the Ta'an Kwach'an Council shall review the circumstances of each Parcel of Settlement Land listed in Schedule A and Schedule B for which the exemption provided in 21.2.5.2 has not ceased to apply pursuant to 21.2.5.4 and consider whether to extend the application of the exemption and, if Yukon and the Ta'an Kwach'an Council agree, the exemption provided in 21.2.5.2 may be extended for a further agreed period of time for one or more of those Parcels of Settlement Land.
- 21.2.5.9 Prior to conducting the review referred to in 21.2.5.8, Yukon and the Ta'an Kwach'an Council shall make best efforts to reach agreement as to the circumstances to be reasonably considered in the review.
- 21.2.5.10 If, after having made the best efforts required by 21.2.5.9, Yukon and the Ta'an Kwach'an Council are unable to reach agreement as to the circumstances to be reasonably considered in the review, either may refer the matter to the dispute resolution process under 26.4.0.
- 21.2.5.11 If Yukon and the Ta'an Kwach'an Council reach agreement under 21.2.5.9 or if the matter is resolved by dispute resolution under 25.2.5.10, and if during the time between the Effective Date of this Agreement and the review referred to in 21.2.5.8, there has been no significant change in the circumstances agreed to under 21.2.5.9 or determined by the dispute resolution process under 25.2.5.10 for a Parcel of Settlement Land reviewed under 21.2.5.8, Yukon shall extend the exemption provided in 21.2.5.2 for that Parcel for a further agreed period of time not less than one year.

Cross Referenced Clauses: 21.2.5.3, 21.2.5.4, 21.2.5.5, 21.2.5.6, Chapter 21 Schedule A, Chapter 21 Schedule B, Chapter 21 Schedule C

Responsibility	Activities	Timing
Yukon, TKC	Make best efforts to reach agreement as to the circumstances which will be examined to determine whether or not to extend the property tax exemptions.	Prior to the review required under 21.5.2.8

Responsibility	Activities	Timing
TKC	Provide to Yukon a written request for a review of the property tax exemption for the parcels listed in Chapter 21 Schedules A and B.	At least 180 days prior to the expiry of the exemption provided under 21.2.5.7
If Yukon and TKC cannot reach agreement with respect to the circumstances:		
TKC or Yukon	Refer the matter to dispute resolution under 26.4.0.	At discretion
If Yukon and TKC reach agreement with respect to the circumstances OR if the parties reach agreement through dispute resolution:		
Yukon, TKC	For those parcels for which there has been no significant change in the circumstances between the Effective Date and the review date, attempt to reach agreement on a period of time for which to extend the exemption.	As soon as practicable, but prior to the expiry of the exemption
Yukon	Extend the property tax exemption for the agreed upon period of time not less than one year.	As soon as practicable, but prior to the expiry of the exemption

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

Responsible party: Yukon or other taxing authority ("Taxing Authority")

Participant / Liaison: TKC

Obligations addressed:

- 21.3.1 Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two

years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.

- 21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.

Cross Referenced Clauses: 21.2.1

Responsibility	Activities	Timing
Taxing Authority	Provide TKC or any TKC corporation with initial notice, using double registered mail, of the possible withdrawal of delivery of any or all services to such Fee Simple Settlement Land if taxes are not paid within six months of date of notice.	If property taxes are owing on Fee Simple Settlement Land for more than 18 months
Taxing Authority	Notify TKC or any TKC 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 TKC if Taxing Authority decides to attach the assets of TKC or any TKC Corporation owing the taxes, and/or to initiate other remedies.	If taxes remain unpaid six months after the withdrawal of any Local Government Services

Project: Action by Yukon or Municipality for non-payment by TKC for Local Government Services

Responsible party: Yukon or Municipality

Participant / Liaison: TKC

Obligations addressed:

- 21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.
- 21.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

Cross Referenced Clauses: 21.1.0 (all), 26.3.0 (all)

Responsibility	Activities	Timing
Yukon or Municipality	Provide TKC with initial notice using double registered mail, of the possible withdrawal of delivery of Local Government Services on Settlement Land if payment not made within two months of date of notice.	If payment for such services remains unpaid for a period of four months
Yukon or Municipality	Notify TKC by way of double registered mail, that services may be withdrawn by a specified date if payment not received.	30 days after initial notice if arrears are still outstanding
Yukon or Municipality	At discretion, refer the matter to dispute resolution process under 26.3.0.	If arrears remain unpaid 6 months after withdrawal of services

Project: Rates for user-pay Local Government Services for TKC and any corporation owned or controlled by TKC

Responsible party: TKC, City of Whitehorse

Participant / Liaison: Yukon

Obligations addressed:

- 21.4.1.1 Unless otherwise agreed between the Ta'an Kwach'an Council and the City of Whitehorse, the Ta'an Kwach'an Council and any corporation owned or controlled by the Ta'an Kwach'an Council shall pay the same rates for user-pay Local Government Services in respect of Settlement Land within the Community Boundary as are paid by property owners of the City of Whitehorse.

Cross Referenced Clauses: TKCSGA 26.0 (all)

Responsibility	Activities	Timing
TKC, City of Whitehorse	At the request of either party, attempt to reach agreement on the rates to be paid for Local Government Services by TKC or any corporation owned or controlled by TKC.	At discretion
City of Whitehorse	If no agreement, ensure rates for user-pay Local Government Services which are billed to TKC or any corporation owned or controlled by TKC are the same as would be paid by property owners in the City of Whitehorse.	After Effective Date

Project: Payment of outstanding Property Taxes on TKC Settlement Land situated inside the Community Boundary of the City of Whitehorse

Responsible party: TKC

Participant / Liaison: City of Whitehorse

Obligations addressed:

- 21.6.1.2 The Ta'an Kwach'an Council shall pay Property Taxes outstanding as of the Effective Date of this Agreement on Ta'an Kwach'an Council Settlement Land situated inside the Community Boundary of the City of Whitehorse.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
TKC	Pay outstanding Property Taxes on TKC Settlement Land situated inside the Community Boundary of the City of Whitehorse.	Within 30 days of the Effective Date

Project: Preparation of an economic development opportunities plan

Responsible party: Canada, Yukon, TKC

Participant / Liaison : None identified

Obligations addressed:

- 22.3.1 As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.
 - 22.3.1.1 The plan referred to in 22.3.1 for the Ta'an Kwach'an Council shall be completed within three years of the Effective Date of this Agreement or such other time as the parties may agree.
- 22.3.2 The plans shall include recommendations to:
 - 22.3.2.1 maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;
 - 22.3.2.2 maximize the use of available financial and technical resources; and
 - 22.3.2.3 identify the funding requirements and measures necessary to stimulate community level economic activity.

Cross Referenced Clauses: 15.7.1.2, 22.3.3.4; TKCFA Plan Activity Sheet 15.7.1.1

Responsibility	Activities	Timing
TKC	Notify Canada and Yukon of intention to establish tripartite planning group to prepare an economic development opportunities plan.	After the Effective Date
Parties	Establish planning group, develop work plan including time lines and identify resources required to complete the economic development opportunities plan.	As soon as practicable upon receipt of notice
Parties	Identify Government programs that may be accessed to assist TKC to participate in this planning process.	Concurrent with development of the work plan
Planning group	Develop the economic development opportunities plan taking into account all factors listed.	In accordance with time lines set out in the work plan
Planning group	Present draft of the economic development opportunities plan and associated recommendations to the Parties.	In accordance with time lines set out in the work plan
Parties	Review draft of the economic development opportunities plan and associated recommendations and submit comments to the planning group.	In accordance with time lines set out in the work plan
Planning group	Incorporate the comments of the Parties and present final draft of the economic development opportunities plan and associated recommendations to the Parties for approval.	In accordance with time lines set out in the work plan
Parties	Approve the economic development opportunities plan and associated recommendations.	In accordance with time lines set out in the work plan

Planning Assumptions

1. The economic development opportunities plan will take into account existing economic development priorities of the TKC.
2. The work plan may include provision for public participation.

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

Project: Facilitating of training and professional development of Yukon Indian People so they will have access to public service employment opportunities

Responsible party: TKC, Yukon, Canada

Participant / Liaison : None identified

Obligations addressed:

- 22.4.1 Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.

Cross Referenced Clauses: 22.2.2, 22.8.1; Chapter 22 Schedule A Part I 4.0; 28.3.3, 28.3.3.5, 28.9.1

Responsibility	Activities	Timing
Government, TKC	Exchange information regarding TKC training needs and priorities, and regarding the options available whereby Government can assist in facilitating training and professional development of Yukon Indian People. Establish arrangements to take advantage of any viable options.	Within six months after the Effective Date or as soon thereafter as the parties agree is reasonable

Planning Assumptions

1. The parties understand that the Government employment plan required pursuant to Chapter 22 Schedule A Part I 4.0 will be the primary mechanism to address how the obligation set out in 22.4.1 will be met. The activities set out above are intended to be interim arrangements for the period prior to completion of the government employment plan.
2. The options to be explored for Government to assist in facilitating training and professional development of Yukon Indian People may include secondments, identification of spaces in Government training programs, mentoring and/or job shadowing, such as are applicable to the training need being addressed and are available from time to time.
3. The activities set out above will be carried out by Canada and Yukon in separate processes with TKC.
4. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People

Responsible party: TKC, Yukon

Participant / Liaison : None identified

Obligations addressed:

- 22.4.2 The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment.

CROSS REFERENCED CLAUSES: 22.2.2, 22.8.1; Chapter 22 Schedule A Part I 4.0; 28.3.3.5

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

Planning Assumptions

1. The activities set out above may be carried out in coordination with other YFNs as they carry out the same or similar activities, in order to avoid duplication of efforts.
2. Trade unions establish training programs and apprenticeship opportunities and they should be encouraged to participate in the review and planning processes.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Notice of tenders to TKC by the Yukon

Responsible party: Yukon

Participant / Liaison : TKC

Obligations addressed:

- 22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.

CROSS REFERENCED CLAUSES: 22.2.2, 22.5.2, 22.5.6, 22.5.7, 22.5.8

Responsibility	Activities	Timing
TKC	Advise Yukon that TKC wishes to be notified of public tenders and of their interest in receiving contract information.	At discretion
Yukon	Provide available public information with respect to public tenders and contracting.	As soon as practicable after notification
TKC	If interested in contracting, provide information regarding ability to supply goods and services, for inclusion on bidders' or source lists.	At discretion
Yukon	Provide written notice of public tenders to TKC if they have indicated a wish to be advised of public tenders.	At the time Yukon publicly invites tenders
Yukon	Where the above-noted bidders' lists or similar methods are used, notify TKC if it is 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 TKC through the Yukon's Contract Administration Branch.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Information on non-public contracts

Responsible party: Yukon

Participant / Liaison : TKC

Obligations addressed:

- 22.5.3 The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.

Cross Referenced Clauses: 22.2.2

Responsibility	Activities	Timing
Yukon	Supply TKC with a copy of the list of contracts as tabled annually in the Legislature.	As soon as practicable after annual tabling

Planning Assumptions

1. If lists of contracts are generated on a more frequent basis, Yukon will provide as available.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Inclusion of TKC on federal contract lists**Responsible party:** Canada**Participant / Liaison :** TKC**Obligations addressed:**

- 22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.
- 22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

Cross Referenced Clauses: 22.2.2, 22.5.6

Responsibility	Activities	Timing
TKC	Advise Canada if TKC is interested in being included on contract lists in Yukon.	At discretion
Canada	Provide information with respect to contracting and qualifications that may be required, including the standing offer agreements process.	As soon as practicable after TKC request

Responsibility	Activities	Timing
TKC	Notify Canada of qualifications and other relevant information when indicating on which contract list TKC wishes to be included.	At discretion
Canada	Notify TKC if TKC included on specific contract lists.	At request of TKC
Canada	Provide publicly available information with respect to contracts that have been awarded in Yukon.	As soon as practicable after TKC request

Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Access to Government contracting and registration

Responsible party: Government

Participant / Liaison : TKC

Obligations addressed:

- 22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.
- 22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.
- 22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

Cross Referenced Clauses: 22.2.2, 22.5.1, 22.5.4

Responsibility	Activities	Timing
Government	Provide information to the Ta'an Kwach'an and/or TKC corporations regarding access to contracts, standing offer agreements and how to register on lists or inventories.	At request of the Ta'an Kwach'an and/or TKC corporations

Responsibility	Activities	Timing
Government	Provide this information through seminars or workshops.	Where practicable

Planning Assumptions

1. For the purposes of this clause, the Ta'an Kwach'an may be represented by TKC.
2. When seminars or workshops are arranged, there may be an initial consultation process between TKC and Government with respect to the content and delivery of the information.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Structuring contracts to a manageable size

Responsible party: Yukon

Participant / Liaison : TKC

Obligations addressed:

- 22.5.10 The Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.

Cross Referenced Clauses: 22.2.2, 22.5.3

Responsibility	Activities	Timing
Yukon	Where reasonable, make best efforts to structure contracts so that they are of a size manageable by small business.	Ongoing
TKC	Based on contracting information provided under 22.5.3, and if TKC has concerns that a particular contract does not meet the objectives of 22.5.10, contact Yukon identifying concerns and requesting further information.	At discretion
Yukon	In response to TKC's inquiry as to why contract in question was not structured of a size manageable by small businesses, respond to TKC concerns and provide additional information.	As soon as practicable after TKC identifies concerns

Planning Assumption

1. The Parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Assisting Yukon Indian People to invest in public corporations

Responsible party: Government

Participant / Liaison : TKC, Yukon Indian People

Obligations addressed:

- 22.6.1 Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.

Cross Referenced Clauses: 22.2.0, 22.6.5, 22.6.6

Responsibility	Activities	Timing
Government	Provide list of public corporations and information as may be available respecting existing investment opportunities.	At request of TKC
TKC, 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.	Within a reasonable period of time following the request
TKC, Yukon Indian People, Government	Review the options and attempt to reach agreement on the assistance to be provided.	
Government	Provide assistance as agreed upon.	

Planning Assumptions

1. For the purposes of this clause, Yukon Indian People may be represented by a YFN or by a corporate entity established either by an individual YFN or by YFNs collectively.
2. Activities under this clause may be cross-referenced with input from regional economic development plans pursuant to Chapter 22 Schedule A Part I 6.0.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Participation of TKC corporations with Yukon Development Corporation

Responsible party: Yukon Development Corporation, TKC corporations

Participant / Liaison : None identified

Obligations addressed:

- 22.6.4 Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.

Cross Referenced Clauses: 22.2.2, 22.6.6, Chapter 22 Schedule A Part I 2.0

Responsibility	Activities	Timing
TKC corporations and Yukon Development Corporation	At discretion, discuss participation of TKC corporations and Yukon Development Corporation in economic opportunities such as joint ventures, partnerships and equity participation in subsidiary corporations.	After Effective Date
TKC corporations or Yukon Development Corporation	At discretion, propose participation in specific economic opportunities.	When the opportunity arises
TKC corporations or Yukon Development Corporation	At discretion, review proposal. Respond to initiating party; accept or decline proposal.	Within a reasonable time period
TKC corporations and Yukon Development Corporation	Proceed with joint participation in economic opportunity.	If proposal accepted by both parties

Planning Assumption

- The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: TKC participation in acquisition or disposal of Yukon Development Corporation business ventures

Responsible party: Yukon Development Corporation

Participant / Liaison : TKC

Obligations addressed:

- 22.6.5 Yukon First Nations shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture.

Cross Referenced Clauses: 22.2.2, 22.6.1, 22.6.6

Responsibility	Activities	Timing
Yukon Development Corporation	Where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture, notify TKC of opportunity to participate and provide relevant information.	In sufficient time to enable TKC to fully consider the opportunity
TKC	At discretion, research feasibility of participation in acquisition or disposal of business venture.	After notification of business opportunity
TKC	At discretion, participate in acquisition or disposal of business venture with the Yukon Development Corporation.	As appropriate

Planning Assumption

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

Project: Establishment of procedures for joint capital planning

Responsible party: TKC, Government

Participant / Liaison : None identified

Obligations addressed:

- 22.6.6 Government and Yukon First Nations shall establish, to the extent practicable, procedures for joint capital planning.

Cross Referenced Clauses: 22.5.0 (all), 22.6.1, 22.6.4, 22.6.5; Chapter 22 Schedule A Part I 1.0 (all), 2.0 (all), 5.0 (all)

Responsibility	Activities	Timing
TKC, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and TKC.	At the request of one of the Parties

Responsibility	Activities	Timing
TKC, Government	Discuss common interests and mutual priorities.	
TKC, Government	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable
TKC, Government	Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments, agencies, crown corporations and TKC.	At the request of one of the Parties
TKC, Government	Discuss common interests and mutual priorities.	
TKC, Government	As agreed, establish procedures including negotiations, studies, sharing of information, and 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. The first bilateral discussion deals with procedures for public works and infrastructure developments for Government and YFNs. The second bilateral discussion relates to planning for public finance for Governments and YFNs. While related, they should be addressed separately.
2. There shall be two separate processes – one for Yukon and one for Canada.

Project: Review of Yukon Economic Strategy

Responsible party: Yukon

Participant / Liaison : TKC

Obligations addressed:

- 22.7.2 The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.

Cross Referenced Clauses: 22.2.2

Responsibility	Activities	Timing
Yukon	Notify YFNs of review of Yukon Economic Strategy. Request names of delegates.	As required
TKC	Provide Yukon with names of delegates.	As required
Yukon	Invite delegates and ensure that at least one quarter of total delegates are Yukon Indian People or their representatives.	As required

Planning Assumptions

1. The requirements of this clause shall be a criterion in the normal process of arranging the review of the Yukon Economic Strategy.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

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

Responsible party: Yukon, TKC, Project proponent, Canada

Participant / Liaison : None identified

Obligations addressed:

Chapter 22 Schedule A Part I

- 1.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Ta'an Kwach'an Council which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Ta'an Kwach'an Council and the Yukon negotiate a Project agreement.
- 1.3 Project agreements referred to in 1.2 may include:
 - 1.3.1 employment opportunities for Ta'an Kwach'an;
 - 1.3.2 business opportunities for the Ta'an Kwach'an Council or for Ta'an Kwach'an, including contracts and the provision of goods and services;
 - 1.3.3 investment opportunities for the Ta'an Kwach'an Council, including equity purchase; and
 - 1.3.4 other measures to mitigate negative socio-economic effects of the Project on the Ta'an Kwach'an Council or on Ta'an Kwach'an.
- 1.4 The provisions in 1.2 shall expire on January 1, 2024, unless the parties to this Agreement agree to extend the period of the application of 1.2.

CROSS REFERENCED CLAUSES: 2.11.8; Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part I 1.1

Responsibility	Activities	Timing
Yukon	At discretion of the Yukon Minister, where Yukon has jurisdiction to issue a Decision Document reviewed by a panel of YDAB, include a provision in Decision Document to require TKC, Yukon and the proponent to negotiate a Project agreement.	Until January 1, 2024, unless the parties agree to extend the period of the application of 1.2
Yukon, TKC, Project proponent	Negotiate Project agreement.	If required by Decision Document
Canada, Yukon, TKC	Enter agreement to extend period of application of 1.2.	If agreed to by Parties

Planning Assumptions

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

Project: Negotiation of terms and conditions for acquiring interest in a Project

Responsible party: TKC, Proponent

Participant / Liaison : None identified

Obligations addressed:

Chapter 22 Schedule A Part I

- 2.2 The Ta'an Kwach'an Council shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.
- 2.4 Subject to 2.5 and 2.6, and after notice has been given under 2.7.2, the Proponent and the Ta'an Kwach'an Council, at the request of the Ta'an Kwach'an Council, shall negotiate the terms and conditions of the Ta'an Kwach'an Council acquiring its interest in a Project.
- 2.5 At any time at least 270 days after notice has been given under 2.7.2, the Proponent may provide in writing to the Ta'an Kwach'an Council an offer setting out all the proposed terms and conditions of the Ta'an Kwach'an Council acquiring its interest pursuant to 2.2 in the Project.
- 2.6 The offer referred to in 2.5 shall be open for acceptance by the Ta'an Kwach'an Council for 30 days, and, failing acceptance of the offer, the option described in 2.2 shall lapse, and the Proponent shall have no further obligation to the Ta'an Kwach'an Council under 2.0 for that Project.
- 2.7 The Proponent shall, as soon as practicable:

- 2.7.1 give notice to the Ta'an Kwach'an Council of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Ta'an Kwach'an Council; and
- 2.7.2 give notice to the Ta'an Kwach'an Council of receipt of all regulatory approvals required to start construction of a Project.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6; Chapter 22 Schedule A Part I 2.1, 2.3 (all), 2.8, 2.9, 2.11 (all)

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

Planning Assumption

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

Project: Offer to purchase TKC interest in a Project

Responsible party: TKC

Participant / Liaison : Proponent

Obligations addressed:

Chapter 22 Schedule A Part I

- 2.9 Unless otherwise agreed by all the parties owning an interest in a Project, the Ta'an Kwach'an Council, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 2.2, which offer it is ready and willing to accept, shall communicate, in writing, 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.
- 2.10 The Proponent may exercise the first right to purchase set out in 2.9 at any time during 30 days from the date on which it receives notice of the bona fide offer, by advising the Ta'an Kwach'an Council in writing of its intention to exercise the right and to complete the purchase of the interest or portion thereof within the following 100 days.

CROSS REFERENCED CLAUSES: Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6, Chapter 22, Schedule A Part I 2.1, 2.2

Responsibility	Activities	Timing
Unless otherwise agreed by all the parties owning an interest in a Project:		
TKC	Upon receipt of a bona fide offer to purchase TKC interest, if willing to accept the offer, communicate terms of the offer to the Proponent in writing.	As necessary
Proponent	Advise TKC in writing of its intention to exercise Proponent's first right to purchase, if Proponent decides to exercise this right.	Within 30 days after receipt of the notice of terms of offer
Proponent	Complete purchase of interest or portion.	Within 100 days after giving notice of intention to buy the TKC interest

Project: Acquisition by TKC of an interest in a project in accordance with Chapter 22 Schedule A Part I 2.12

Responsible party: TKC, Yukon, its agency or corporation ("Yukon")

Participant / Liaison : Proponent

Obligations addressed:

Chapter 22 Schedule A Part I

- 2.11 For greater certainty, nothing in 2.0 shall be construed to prevent the Ta'an Kwach'an Council from exercising the option described in 2.2 through the agency of a corporation which it owns or controls.
 - 2.11.1 If the Ta'an Kwach'an Council chooses to exercise the option described in 2.2 through the agency of a corporation which it owns or controls, the provisions of 2.0 shall apply to that corporation as if it was the Ta'an Kwach'an Council.
 - 2.11.2 If the Ta'an Kwach'an Council chooses to exercise the option described in 2.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.
- 2.12 Nothing in 2.0 shall be construed to prevent the Ta'an Kwach'an Council and the Yukon, its agencies and corporations from entering into an agreement whereby the Ta'an Kwach'an Council acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.
 - 2.12.1 Unless the Ta'an Kwach'an Council and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Ta'an Kwach'an Council acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6; Chapter 22 Schedule A Part I 2.2, 2.13

Responsibility	Activities	Timing
TKC, Yukon	At discretion, negotiate agreement whereby TKC acquires an interest in a project referred to in Chapter 22 Schedule A Part I 2.12.	As necessary
If TKC chooses to exercise the option described in 2.2 through the agency of a corporation which it owns or controls:		
TKC	Advise the Proponent of the legal name of the corporation.	As soon as possible after choosing to exercise the option described in 2.2

Project: Development of plan regarding representative public service

Responsible party: Government

Participant / Liaison : TKC

Obligations addressed:

Chapter 22 Schedule A Part I

- 4.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:
 - 4.1.1 a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and

- 4.1.2 to the degree practical, a representative public service located within the Traditional Territory of the Ta'an Kwach'an Council that reflects the aboriginal/non-aboriginal make-up of the population of the Traditional Territory of the Ta'an Kwach'an Council.
- 4.2 Government shall Consult with the Ta'an Kwach'an Council in developing the plan.
- 4.3 The plan shall be prepared within two years of the Effective Date of this Agreement.
- 4.5 The plan shall provide for periodic review.
- 4.6 The plan shall address:
 - 4.6.1 training;
 - 4.6.2 public information;
 - 4.6.3 counselling;
 - 4.6.4 work place support;
 - 4.6.5 targeted recruiting;
 - 4.6.6 the designation of positions to be held by aboriginal people;
 - 4.6.7 preferences in hiring;
 - 4.6.8 measures to manage the effect of the Government plan on the ability of the Ta'an Kwach'an Council to recruit and retain qualified employees;
 - 4.6.9 an analysis, using available data, to determine the level or representation of aboriginal people in public service positions in the Traditional Territory of the Ta'an Kwach'an Council and to identify practical ways to achieve the goals referred to in 4.1; and
 - 4.6.10 such other measures as may reasonably contribute to achieving the goal of a representative public service.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; 22.4.1, 22.4.2, 22.9.1; Chapter 22 Schedule A Part I 4.4, 4.7 (all)

Responsibility	Activities	Timing
Government	Initiate and develop a proposal for a plan designed to attain the above stated goals. Notify TKC of intention to develop plan, provide details of proposal and arrange for meeting of parties.	As soon as practicable after Effective Date, in sufficient time to allow the plan to be completed within 2 years of the Effective Date
TKC, Government	Discuss proposal for plan and develop outline of plan.	Within a reasonable time following notification to TKC
Government	Develop a draft plan and forward to TKC.	As soon as practicable
TKC	Prepare and present its views.	Within a reasonable period of time

Responsibility	Activities	Timing
Government	Complete the plan, providing full and fair consideration of views presented.	Within 2 years of the Effective Date

Planning Assumptions

1. It is understood that TKC's primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on the Traditional Territory of the TKC.
2. Both Governments will be undertaking their own plans, with appropriate coordination between the two Governments.

Project: Consolidation of plan regarding representative public service

Responsible party: Government

Participant / Liaison : TKC

Obligations addressed:

Chapter 22 Schedule A Part I

- 4.4 Government may consolidate the plan, after Consultation with the Ta'an Kwach'an Council, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Ta'an Kwach'an set out in the plan.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part I 4.1 (all)

Responsibility	Activities	Timing
Government	Notify TKC of desire to consolidate the plan with other plans. Provide details and request comments.	If Government intends to consolidate the plan
TKC	Prepare and present views, considering whether the consolidation will adversely affect benefits of Ta'an Kwach'an set out in the plan.	Within a reasonable time period
Government	Provide full and fair consideration of views presented.	
Government, TKC	Determine whether the consolidation would adversely affect the benefits to Ta'an Kwach'an set out in the plan.	Following Consultation

Responsibility	Activities	Timing
Government	At discretion, and if it is determined that there are no adverse effects to TKC, consolidate the plans.	Following Consultation

Planning Assumptions

1. This activity may be initiated at the request of TKC.
2. Both Governments will be undertaking their own plans pursuant to Chapter 22 Schedule A Part I 4.1.

Project: Review of public service job descriptions

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

Chapter 22 Schedule A Part I

- 4.7 Government shall review job descriptions and other requirements for public service positions to ensure that:
 - 4.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
 - 4.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for residents of the Traditional Territory of the Ta'an Kwach'an Council to obtain employment and to receive promotions.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part I 4.1 (all)

Responsibility	Activities	Timing
Government	Review job descriptions in the public service for employees in the Yukon. Notify TKC when review completed.	After Effective Date
Government	Make available to TKC 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 TKC

Planning Assumption

1. It is anticipated that when reviewing job descriptions, Government will consider relevant information gathered during the development of the plan under Chapter 22 Schedule A Part I 4.1.

Project: Negotiation of economic development agreements

Responsible party: Government, TKC

Participant / Liaison: None identified

Obligations addressed:

Chapter 22 Schedule A Part I

- 5.1 Government may enter into economic development agreements with the Ta'an Kwach'an Council which provide:
 - 5.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of the Ta'an Kwach'an Council and to organizations, businesses and corporations owned by those residents, Ta'an Kwach'an or the Ta'an Kwach'an Council;
 - 5.1.2 for the participation of the Ta'an Kwach'an Council in the planning, management, administration and decision making of those programs and services; and
 - 5.1.3 for measures to implement recommendations of the Traditional Territory economic development plan.
- 5.2 Government and the Ta'an Kwach'an Council shall take into consideration the economic development plan developed pursuant to 6.0, if completed, when negotiating an economic development agreement referred to in 5.1.
- 5.3 Economic development agreements referred to in 5.1:
 - 5.3.1 shall describe the purposes for which technical and financial assistance may be used;
 - 5.3.2 may provide for a financial contribution by the Ta'an Kwach'an Council consistent with the ability of the Ta'an Kwach'an Council to contribute; and
 - 5.3.3 may provide for a financial contribution by Government, for the purposes of the agreements.
- 5.4 The Ta'an Kwach'an Council 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 5.1.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; 22.6.6, Chapter 22 Schedule A Part I 6.0

Responsibility	Activities	Timing
Government, TKC	At discretion of any Party, initiate request to negotiate economic development agreements.	After the Effective Date
Government, TKC	Assess need to negotiate economic development agreement.	Upon request
Government, TKC	Respond to request to enter negotiations.	Within a reasonable period of time

Responsibility	Activities	Timing
Government, TKC	If agreed, negotiate economic development agreements taking into consideration regional economic development plan developed pursuant to 6.0, if plan completed.	As required
TKC, Government	Nominate members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement.	As required pursuant to the economic development agreement

Project: Preparation of a regional economic development plan for the Traditional Territory of the TKC

Responsible party: Yukon, TKC, Canada

Participant / Liaison: City of Whitehorse, commercial and industrial interests, other residents of the Traditional Territory of the TKC

Obligations addressed:

Chapter 22 Schedule A Part I

- 6.1 The Ta'an Kwach'an Council may request Government to jointly undertake with the Ta'an Kwach'an Council, the preparation of an economic development plan for the Traditional Territory of the Ta'an Kwach'an Council.
- 6.2 Government and the Ta'an Kwach'an Council shall provide the opportunity to involve the City of Whitehorse, existing commercial and industrial interests within the Traditional Territory of the Ta'an Kwach'an Council, and other residents of the Traditional Territory of the Ta'an Kwach'an Council in the preparation of any such economic development plan.
- 6.3 In the event an economic development plan is prepared in accordance with this section, it shall:
 - 6.3.1 examine the state of the economy in the Traditional Territory of the Ta'an Kwach'an Council;
 - 6.3.2 recommend measures to integrate the Ta'an Kwach'an Council economic development opportunities plan required pursuant to 22.3.1 with the economic development plan for the Traditional Territory of the Ta'an Kwach'an Council;
 - 6.3.3 recommend priorities for economic development in the Traditional Territory of the Ta'an Kwach'an Council;
 - 6.3.4 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
 - 6.3.5 recommend measures to integrate the economic development plan with other relevant economic plans and strategies including any economic plans and strategies prepared by or on behalf of Government;
 - 6.3.6 recommend actions which Government and the Ta'an Kwach'an Council should take in order to implement the economic development plan;

- 6.3.7 provide for periodic review and evaluation of the economic development plan;
- 6.3.8 recommend a process of amendment for the economic development plan; and
- 6.3.9 recommend whether limits or other restrictions are required for commercial activities within the scope of 2.0, 3.0, or 4.0 of Part II of this schedule, and, if limits or other restrictions are required, recommend what those limits or restrictions should be.
- 6.4 Nothing in 6.1, 6.2 and 6.3 shall be construed to impose on Government or the Ta'an Kwach'an Council an obligation to implement the recommendations of any economic development plan which may be prepared for the Traditional Territory of the Ta'an Kwach'an Council.
- 6.5 Nothing in this Agreement or in any economic development plan prepared shall be construed to:
 - 6.5.1 prevent the Ta'an Kwach'an Council from accessing or making use of an economic development program of general application available to a Yukon resident or a Canadian citizen; or
 - 6.5.2 restrict opportunities for or access by Ta'an Kwach'an to any other employment or training position available outside the Traditional Territory of the Ta'an Kwach'an Council.

Cross Referenced Clauses: 2.11.8; Chapter 2 Schedule B 4.1, 4.1.5; 22.3.1; Chapter 22 Schedule A Part I 1.1

Responsibility	Activities	Timing
TKC	Notify Canada and Yukon of intention to establish tripartite planning group to prepare a regional economic development plan for the Traditional Territory of the TKC.	After the Effective Date
Parties	Establish planning group, develop work plan including time lines and identify resources required to complete the regional economic development plan.	As soon as practicable after receipt of notice
Parties	Provide opportunity to involve the City of Whitehorse, existing commercial and industrial interests within the Traditional Territory of the TKC and other residents of the Traditional Territory of the TKC in the preparation of the regional economic development plan.	Concurrent with development of the work plan
Parties	Identify government programs that may be accessed to assist the TKC to participate in this planning process.	As soon as practicable after receipt of notice
Planning group	Develop the regional economic development plan taking into account all factors listed.	In accordance with time lines set out in the work plan

Responsibility	Activities	Timing
Planning group	Present draft of the regional economic development plan and associated recommendations to the Parties.	In accordance with time lines set out in the work plan
Parties	Review draft of the regional economic development plan and associated recommendations, and submit comments to the planning group.	In accordance with time lines set out in the work plan
Planning group	Incorporate the comments of the Parties and present final draft of the regional economic development plan and associated recommendations to the Parties for approval.	In accordance with time lines set out in the work plan
Parties	Approve the regional economic development plan and associated recommendations.	In accordance with time lines set out in the work plan

Planning Assumptions

1. The regional economic development plan will take into account existing economic development priorities of TKC.
2. Nothing in the regional economic development plan shall be construed to impose an obligation on Government or TKC to implement the recommendations of the regional economic development plan.

Project: Sale of surplus Yukon or TKC Assets

Responsible party: Yukon, TKC

Participant / Liaison: TKC

Obligations addressed:

Chapter 22 Schedule A Part I

- 7.1 The Yukon and the Ta'an Kwach'an Council shall meet on a yearly basis to identify, to the extent practicable, surplus assets in the Traditional Territory of the Ta'an Kwach'an Council that each owns and is considering disposing of.
- 7.2 Where the Yukon intends to dispose of surplus assets with a value of one million dollars or more located in the Traditional Territory of the Ta'an Kwach'an Council and seeks public participation in such disposal, it shall give written notice of that fact to the Ta'an Kwach'an Council and the Ta'an Kwach'an Council shall be offered an opportunity to participate in the disposal of those assets on the same terms and conditions as apply to others.
- 7.3 Failure to meet pursuant to 7.1 or to provide written notice pursuant to 7.2 shall not affect any agreements entered into for the disposal of the assets referred to in 7.1 or 7.2.

- 7.4 For the purposes of 7.0, surplus assets of the Yukon include the surplus assets of each board, commission, foundation, corporation, or other similar agency established or incorporated as an agent of the Yukon, but does not include the surplus assets of any entity which is an agent of the Yukon solely by reason of a contract.

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
TKC, Yukon	Meet to identify, to the extent practicable, surplus assets in the Traditional Territory of the TKC that each owns and is considering disposing of.	Yearly as required
Where Yukon is seeking public participation in the disposal of an asset with a value of one million dollars or more in the Traditional Territory of the TKC:		
Yukon	Notify TKC in writing of its intention to dispose of the asset(s).	As necessary
Yukon	Provide to TKC the opportunity to participate in the disposal of the asset on the same terms and conditions as apply to others participating in the disposal.	As required
TKC	Participate in the disposal.	At discretion

Project: Livingstone Trail Realignment Construction Agreement

Responsible party: Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

Chapter 22 Schedule A Part I

- 8.2 Subject to 8.7, if Yukon intends to construct the Livingstone Trail Realignment or any portion thereof in the Traditional Territory of the Ta'an Kwach'an Council, Yukon and the Ta'an Kwach'an Council shall conclude a Construction Agreement.
- 8.3 The Construction Agreement shall provide benefits commensurate with the nature, scale, duration and cost of the construction of the Livingstone Trail Realignment in the Traditional Territory of the Ta'an Kwach'an Council and may address the following:
 - 8.3.1 the inclusion of provisions providing employment and training opportunities for Ta'an Kwach'an and business opportunities for Ta'an Kwach'an, Ta'an Kwach'an Firms, and the Ta'an Kwach'an Council, in any contracts entered into by the Yukon associated with the construction of the Livingstone Trail Realignment in the Traditional Territory of the Ta'an Kwach'an Council;
 - 8.3.2 training or employment opportunities with the Yukon directly associated with the construction of the Livingstone Trail Realignment in the Traditional Territory of the Ta'an Kwach'an Council, for Ta'an Kwach'an; and
 - 8.3.3 other measures required by the Yukon or agreed to by the Yukon and the Ta'an Kwach'an Council.

- 8.4 Where the Construction Agreement is required under 8.2, the Yukon shall so notify the Ta'an Kwach'an Council and no later than 14 days thereafter, Yukon and the Ta'an Kwach'an Council shall enter into negotiations with a view to concluding the Agreement.
- 8.5 If negotiations under 8.4 fail to result in the conclusion of the Construction Agreement within a reasonable time, Yukon or the Ta'an Kwach'an Council may refer the matter to dispute resolution pursuant to 26.4.0.
- 8.6 If the matter referred to dispute resolution under 8.5 is not resolved or if, for any reason, the Construction Agreement has not been concluded within 60 days of the date that Yukon provides notice under 8.4, Yukon may determine the provisions to be included in the Construction Agreement.
- 8.8 Any time line provided for in 8.0 may be modified with the agreement of Yukon and the Ta'an Kwach'an Council.
- 8.9 Nothing in 8.0 shall be construed to prevent Ta'an Kwach'an, the Ta'an Kwach'an Council, or Ta'an Kwach'an Firms from accepting any contract offered to the public by Yukon associated with the construction or maintenance of the Livingstone Trail Realignment.
- 8.10 The provisions of 8.0 expire 60 years after the Effective Date or upon completion of construction of the Livingstone Trail Realignment in the Traditional Territory of the Ta'an Kwach'an Council, whichever occurs earlier.

CROSS REFERENCED CLAUSES: 2.11.8; 26.4.0 (all), Chapter 22 Schedule A Part I 8.7

Responsibility	Activities	Timing
Yukon, TKC	As per 8.8, agree to modify any time line in 8.0.	Where both parties agree to enter into negotiations on this matter
Yukon	Notify TKC of its intent to construct the Livingstone Trail Realignment or any portion thereof in the Traditional Territory of TKC.	As soon as practicable
Yukon, TKC	Enter into negotiations with a view to concluding an Agreement, addressing 8.3.	Within 14 days of notification by Yukon under 8.4, or as modified under 8.8
If negotiations fail to result in conclusion:		
Yukon or TKC	Notify the other party of its intent to refer the matter to dispute resolution under 26.4.0. Proceed to dispute resolution under 26.4.0.	At discretion, after failure to negotiate the Agreement
If dispute resolution under 26.4.0 fails to resolve the dispute:		
Yukon	At discretion, determine the provisions to be included in the Agreement.	Following conclusion of dispute resolution or after 60 days from

Responsibility	Activities	Timing
		notice given under 8.4, or as modified under 8.8, whichever occurs first
If negotiations fail to result in conclusion, AND if the dispute is not referred to dispute resolution under 26.4.0:		
Yukon	At discretion, determine the provisions to be included in the Agreement.	After 60 days from notice given under 8.4, or as modified under 8.8

Project: Waiver of the Livingstone Trail Realignment Construction Agreement

Responsible party: Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

Chapter 22 Schedule A Part 1

- 8.7 The Yukon may waive the requirement for the Construction Agreement where the requirement for a substantially similar agreement is provided for in or as a result of Legislation.
 - 8.7.1 Yukon shall Consult with the Ta'an Kwach'an Council before waiving the requirement for an Agreement.

CROSS REFERENCED CLAUSES: Chapter 22 Schedule A Part 1 8.2, 8.4, 8.10

Responsibility	Activities	Timing
Where Yukon intends to waive the requirement for the Construction Agreement pursuant to 8.7:		
Yukon	Notify TKC of intent to waive requirement. Provide reasons and request comments.	At discretion
TKC	Prepare and present views to Yukon.	Within a reasonable time period as indicated by Yukon
Yukon	Provide full and fair consideration of views presented.	Prior to determining whether to waive requirement
Yukon	Notify TKC as to whether or not it will waive the requirement or enter into negotiations with TKC on the Construction Agreement.	

Project: Maintenance of Livingstone Trail Realignment

Responsible party: Yukon, TKC

Participant / Liaison: None identified

Obligations addressed:

Chapter 22 Schedule A Part I

- 9.2 Yukon shall provide written notice to the Ta'an Kwach'an Council of any public tender for contracts associated with the maintenance of the Livingstone Trail Realignment in the Traditional Territory of the Ta'an Kwach'an Council.
- 9.3 Yukon shall include the Ta'an Kwach'an Council in any invitational tender for contracts associated with the maintenance of the Livingstone Trail Realignment in the Traditional Territory of the Ta'an Kwach'an Council.
- 9.4 Any failure to provide written notice pursuant to 9.2 shall not affect the public tender process or the contract awards resulting therefrom.
- 9.5 Any failure to include the Ta'an Kwach'an Council in any invitational tender for contracts pursuant to 9.3 shall not affect the invitational tender process or the contract awards resulting therefrom.

Cross Referenced Clauses: Chapter 22 Schedule A Part I 9.1

Responsibility	Activities	Timing
TKC, Yukon	Develop contracting arrangements and procedures that will include contracts, time lines, and information requirements.	To begin at least six months prior to the awarding of any contract for Livingstone Trail Realignment or as soon thereafter as the parties agree is reasonable
Yukon	In the event of any public tenders for contracts associated with the maintenance of the Livingstone Trail Realignment in the Traditional Territory of the TKC, provide written notice to TKC, consistent with the agreed-upon arrangements and procedures.	As contracts as tendered
Yukon	In the event of an invitational tender for contracts associated with the maintenance of the Livingstone Trail Realignment in the Traditional Territory of the TKC, provide to TKC all information and materials required to submit a bid or proposal in response to the invitational tender, consistent with the agreed-upon arrangements and procedures.	As contracts as tendered

Responsibility	Activities	Timing
TKC	Provide response to Yukon, consistent with the agreed-upon arrangements and procedures.	At discretion

Project: Creation and eligible investments of the TKC Strategic Economic Development Investment Fund

Responsible party: Canada, TKC

Participant / Liaison: None identified

Obligations addressed:

Chapter 22 Schedule A Part I

- 10.1 Canada shall pay **\$4,917,818** on or as soon as practicable after the Effective Date to the Ta'an Kwach'an Council to be the Ta'an Kwach'an Council Strategic Economic Development Investment Fund ("the Fund").
- 10.2 The Fund shall be kept segregated from other Ta'an Kwach'an Council monies provided that the Ta'an Kwach'an Council may deposit other monies into the Fund.
- 10.3 Subject to 10.4 and 10.5, monies in the Fund may be invested in any kind of property, real, personal or mixed, but in so doing, the Ta'an Kwach'an Council shall exercise the judgement and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others, and pending such investment, shall be held on deposit with a Canadian chartered bank.

Cross Referenced Clauses: Chapter 22 Schedule A Part I 10.0 (all)

Responsibility	Activities	Timing
Canada	Pay \$4,917,818 to TKC to be the Fund.	As soon as practicable after Effective Date
TKC	Establish the Fund.	As soon as practicable
TKC	Develop and maintain a segregated accounting of the deposits and expenses of the Fund, including the initial deposit by Canada described in 10.1.	On an ongoing basis until the Fund is terminated pursuant to 10.10
TKC	Make investments from the Fund, taking into account the provisions of 10.3.	At discretion

Project: Preparation and amendment of Terms of Reference for the Strategic Economic Development Investment Fund

Responsible party: TKC

Participant / Liaison: Canada

Obligations addressed:

Chapter 22 Schedule A Part I

- 10.4 Subject to 10.5, monies in the Fund may be used only for purposes of:
 - 10.4.1 economic development of Ta'an Kwach'an and the Ta'an Kwach'an Council;
 - 10.4.2 training and education of Ta'an Kwach'an; and
 - 10.4.3 costs of administering the Fund, including the audits and reports required by 10.0; in accordance with terms of reference for the Fund (the "Terms of Reference") prepared and approved by the Ta'an Kwach'an Council.
- 10.5 The Ta'an Kwach'an Council may re-imburse itself from the Fund for the costs of preparation, approval and amendment of the Terms of Reference.
- 10.6 The Ta'an Kwach'an Council shall provide the Terms of Reference and any amendments to Canada.

Cross Referenced Clauses: Chapter 22 Schedule A Part I 10.0 (all)

Responsibility	Activities	Timing
TKC	Prepare and approve Terms of Reference for the Fund.	As soon as practicable after Effective Date
TKC	Provide to Canada a copy of the approved Terms of Reference, and any amendments thereto.	As soon as practicable after approval of the Terms of Reference or any amendments
TKC	Reimburse itself from the Fund for any costs associated with the preparation, approval and amendment of the Terms of Reference.	As appropriate

Project: Preparation of annual audit and report related to the TKC Strategic Economic Development Investment Fund

Responsible party: TKC

Participant / Liaison: Canada

Obligations addressed:

Chapter 22 Schedule A Part I

- 10.7 The Ta'an Kwach'an Council shall cause the Fund to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants and the audit shall be presented each year to a general assembly held in accordance with the Ta'an Kwach'an Council Constitution.
- 10.8 The Ta'an Kwach'an Council shall prepare an annual report comparing the activities of the Fund with the Terms of Reference in the manner and with the content set out in the implementation plan for this Agreement, and the report shall be presented each year to the meeting referred to in 10.7.
- 10.9 The Ta'an Kwach'an Council shall provide to Canada a copy of the audit and report prepared pursuant to 10.7 and 10.8, respectively.

Cross Referenced Clauses: Chapter 22 Schedule A Part I 10.0 (all), FAIP Annex F (all)

Responsibility	Activities	Timing
TKC	Cause an audit of the Fund to be prepared by an accredited auditor, and present the audit to a general assembly held in accordance with the TKC Constitution.	Annually
TKC	Prepare an annual report comparing activities of the Fund with the Terms of Reference in a manner set out in Annex F. Present this report to a general assembly held in accordance with the TKC Constitution.	Annually
TKC	Provide a copy of the audit and report to Canada.	Within 180 days of the end of the previous fiscal year

Project: Termination of the TKC Strategic Economic Development Investment Fund

Responsible party: TKC

Participant / Liaison: Canada

Obligations addressed:

Chapter 22 Schedule A Part I

- 10.10 At any time after the amount of the Fund used for the purposes provided for in 10.4 equals the amount which was paid into the Fund by Canada pursuant to 10.1, the Ta'an Kwach'an Council may terminate the Fund by a resolution of the Board and any monies remaining in the Fund at that time shall be dealt with in accordance with that resolution.
- 10.11 The Ta'an Kwach'an Council shall prepare an audit and a report for the period of time between the last annual audit and report and the termination of the Fund and shall present the audit and report, together with the resolution of the Board terminating the Fund, to the next general assembly held in accordance with the Ta'an Kwach'an Council Constitution.
- 10.12 The Ta'an Kwach'an Council shall provide a copy of the audit and report referred to in 10.11, together with a certified copy of the resolution of the Board terminating the Fund, to Canada.

Cross Referenced Clauses: Chapter 22 Schedule A Part I 10.0 (all), FAIP Annex F (all)

Responsibility	Activities	Timing
TKC	Terminate the Fund by a resolution of the Board.	At any time after the amount spent by TKC from the Fund exceeds the amount which was paid into the Fund by Canada
TKC	Deal with any monies remaining in the Fund in accordance with the resolution terminating the Fund.	At the termination of the Fund
TKC	Cause a final audit of the Fund to be prepared by an accredited auditor, and present audit to a general assembly held in accordance with the TKC Constitution.	At the general assembly held in accordance with the TKC Constitution following termination of the Fund
TKC	Prepare a final report comparing activities of the Fund with the Terms of Reference, and in a manner set out in Annex F. Present this report to a general assembly held in accordance with the TKC Constitution.	At the general assembly held in accordance with the TKC Constitution following termination of the Fund
TKC	Present the resolution of the Board terminating the Fund to a general assembly held in accordance with the TKC Constitution.	At the general assembly held in accordance with the TKC Constitution following termination of the Fund
TKC	Provide to Canada a copy of the final audit, report, and a certified copy of the resolution of the Board terminating the Fund.	Within 180 days of the end of the fiscal year in which the Fund is terminated

Project: Agreements to give effect to Chapter 22**Responsible party:** Canada, Yukon, TKC**Participant / Liaison:** None identified**Obligations addressed:**

Chapter 22 Schedule A Part I

- 11.1 The parties to this Agreement may enter into agreements to give effect to recommendations in plans described in this chapter or to otherwise achieve the objectives of 22.1.0.
- 11.2 An agreement referred to in 11.1 shall state whether, and if so to what extent, the agreement is binding on the parties to the Agreement.
- 11.3 Nothing in this Agreement shall be construed to limit the ability of the Ta'an Kwach'an Council 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 Ta'an Kwach'an Council, in a manner which is consistent with the culture, values and identity of the Ta'an Kwach'an Council.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; 22.1.0 (all)

Responsibility	Activities	Timing
Canada, TKC, or Yukon	Submit request to the other parties to enter into agreements to give effect to Chapter 22. Provide details.	As necessary
Other parties	Determine whether to accept request of initiating party. Provide outcome to initiating party.	As soon as practicable after receipt of request
Canada, TKC, Yukon	Proceed with discussions toward the development of agreements.	If the Parties agree to proceed

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

Responsible party: Yukon, TKC

Participant / Liaison : None identified

Obligations addressed:

Chapter 22 Schedule A Part II

- 1.1 The Ta'an Kwach'an Council shall have a right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Traditional Territory of the Ta'an Kwach'an Council as follows:
 - 1.1.1 Government shall offer to the Ta'an Kwach'an Council any new licences or permits in respect of commercial freshwater fishing until the Ta'an Kwach'an Council and Ta'an Kwach'an Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Ta'an Kwach'an Council.
- 5.7 The Ta'an Kwach'an Council shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0, or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Ta'an Kwach'an Council under 1.0, 2.0, 3.0 or 4.0.

- 5.9 When the Ta'an Kwach'an Council applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Ta'an Kwach'an Council.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Ta'an Kwach'an Council pursuant to 1.0, 2.0, 3.0 and 4.0.
- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Ta'an Kwach'an Council pursuant to these provisions where the Ta'an Kwach'an has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Ta'an Kwach'an Council or a Ta'an Kwach'an Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2024, unless the parties to this Agreement agree to extend the application of those provisions.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 5.2, 5.4 (all), 5.6

Responsibility	Activities	Timing
Yukon, TKC	Determine whether TKC and TKC Firms together have been allocated 25 percent of the commercial freshwater fishing quota in the Traditional Territory of the TKC.	After the Effective Date, prior to any new licences or permits being issued
Prior to January 1, 2024, if the 25 percent allocation has not been met:		
Yukon	Notify TKC of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TKC any new licence or permit, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TKC	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If TKC applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

Project: Right to acquire new licences or permits in the commercial wilderness adventure travel industry

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

Chapter 22 Schedule A Part II

- 2.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial wilderness adventure travel industry in the Traditional Territory of the Ta'an Kwach'an Council, the Ta'an Kwach'an Council shall have a right of first refusal to acquire a portion of those licences or permits as follows:
 - 2.1.1 in the first year that Government places the limit, Government shall offer to the Ta'an Kwach'an Council in respect of its Traditional Territory:
 - 2.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Ta'an Kwach'an Firms to operate at their then existing level, or
 - 2.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Ta'an Kwach'an Council have been issued the licences or permits that are required to allow them to operate at their then existing level, whichever is less; and
 - 2.1.2 in the second year, and in each year thereafter, Government shall offer to the Ta'an Kwach'an Council any new licences or permits issued from time to time until the Ta'an Kwach'an Council and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 5.7 The Ta'an Kwach'an Council shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0, or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Ta'an Kwach'an Council under 1.0, 2.0, 3.0 or 4.0.
- 5.9 When the Ta'an Kwach'an Council applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Ta'an Kwach'an Council.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Ta'an Kwach'an Council pursuant to 1.0, 2.0, 3.0 and 4.0.
- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Ta'an Kwach'an Council pursuant to these provisions where the Ta'an Kwach'an has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Ta'an Kwach'an Council or a Ta'an Kwach'an Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2024, unless the parties to this Agreement agree to extend the application of those provisions.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 5.2, 5.4 (all), 5.6

Responsibility	Activities	Timing
If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial wilderness travel adventure industry in the Traditional Territory of the TKC:		
Government, TKC	Determine whether TKC and Ta'an Kwach'an Firms together have been allocated 25 percent of the commercial wilderness adventure travel industry licences or permits in the Traditional Territory of the TKC.	After the Effective Date, prior to any new licences or permits being issued

Responsibility	Activities	Timing
In the first year that Government places a limit and prior to January 1, 2024, if the 25 percent allocation has not been met:		
Government	Notify TKC of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to TKC any new licence or permit, following the formula set out in 2.1.1.1 and 2.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TKC	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If TKC applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
In the second and subsequent years that Government places a limit and prior to January 1, 2024, if the 25 percent allocation has not been met:		
Government	Notify TKC of decision to offer new licences or permits.	If new licences or permits are to be offered
Government	Offer to TKC any new licence or permit, issued from time to time, until TKC and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TKC	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Government	If TKC applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

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

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

- 3.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of the Ta'an Kwach'an Council, the Ta'an Kwach'an Council shall have a right of first refusal to acquire a portion of those licences or permits as follows:
 - 3.1.1 in the first year that Government places the limit, Government shall offer to the Ta'an Kwach'an Council in respect of its Traditional Territory:
 - 3.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Ta'an Kwach'an Firms to operate at their then existing level, or
 - 3.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Ta'an Kwach'an Council have been issued the licences or permits that are required to allow them to operate at their then existing level, whichever is less; and
 - 3.1.2 in the second year, and in each year thereafter, Government shall offer to the Ta'an Kwach'an Council any new licences or permits issued from time to time until the Ta'an Kwach'an Council and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 5.7 The Ta'an Kwach'an Council shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0, or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Ta'an Kwach'an Council under 1.0, 2.0, 3.0 or 4.0.
- 5.9 When the Ta'an Kwach'an Council applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Ta'an Kwach'an Council.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Ta'an Kwach'an Council pursuant to 1.0, 2.0, 3.0 and 4.0.
- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Ta'an Kwach'an Council pursuant to these provisions where the Ta'an Kwach'an has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Ta'an Kwach'an Council or a Ta'an Kwach'an Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2024, unless the parties to this Agreement agree to extend the application of those provisions.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 5.2, 5.4 (all), 5.6

Responsibility	Activities	Timing
If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of the TKC:		
Yukon, TKC	Determine whether TKC and Ta'an Kwach'an Firms together have been allocated 25 percent of the commercial freshwater sports fishing quota in the Traditional Territory of the TKC.	After the Effective Date, prior to any

Responsibility	Activities	Timing
		new licences or permits being issued
In the first year that Yukon places a limit and prior to January 1, 2024, if the 25 percent allocation has not been met:		
Yukon	Notify TKC of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TKC any new licence or permit, following the formula set out in 3.1.1.1 and 3.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TKC	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If TKC applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
In the second and subsequent years that Yukon places a limit and prior to January 1, 2024, if the 25 percent allocation has not been met:		
Yukon	Notify TKC of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TKC any new licence or permit, issued from time to time, until TKC and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TKC	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If TKC applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

Project: Right to acquire new licences or permits in the game farming or fur farming industries

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

Chapter 22 Schedule A Part II

- 4.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the game farming or the fur farming industries in the Traditional Territory of the Ta'an Kwach'an Council, the Ta'an Kwach'an Council shall have a right of first refusal to acquire a portion of those licences or permits as follows:
 - 4.1.1 in the first year that Government places the limit, Government shall offer to the Ta'an Kwach'an Council in respect of its Traditional Territory:
 - 4.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Ta'an Kwach'an Firms to operate at their then existing level, or
 - 4.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Ta'an Kwach'an Council have been issued the licences or permits that are required to allow them to operate at their then existing level, whichever is less; and
 - 4.1.2 in the second year, and each year thereafter, Government shall offer to the Ta'an Kwach'an Council any new licences or permits issued from time to time until the Ta'an Kwach'an Council and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 5.7 The Ta'an Kwach'an Council shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0, or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Ta'an Kwach'an Council under 1.0, 2.0, 3.0 or 4.0.
- 5.9 When the Ta'an Kwach'an Council applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Ta'an Kwach'an Council.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Ta'an Kwach'an Council pursuant to 1.0, 2.0, 3.0 and 4.0.
- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Ta'an Kwach'an Council pursuant to these provisions where the Ta'an Kwach'an has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Ta'an Kwach'an Council or a Ta'an Kwach'an Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2024, unless the parties to this Agreement agree to extend the application of those provisions.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 5.2, 5.4 (all), 5.6

Responsibility	Activities	Timing
If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the game farming or fur farming industries in the Traditional Territory of the TKC:		

Responsibility	Activities	Timing
Yukon, TKC	Determine whether TKC and Ta'an Kwach'an Firms together have been allocated 25 percent of the game farming or fur farming quota in the Traditional Territory of the TKC.	After the Effective Date, prior to any new licences or permits being issued
In the first year that Yukon places a limit and prior to January 1, 2024, if the 25 percent allocation has not been met:		
Yukon	Notify TKC of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TKC any new licence or permit, following the formula set out in 3.1.1.1 and 3.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TKC	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If TKC applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period
In the second and subsequent years that Yukon places a limit and prior to January 1, 2024, if the 25 percent allocation has not been met:		
Yukon	Notify TKC of decision to offer new licences or permits.	If new licences or permits are to be offered
Yukon	Offer to TKC any new licence or permit, issued from time to time, until TKC and Ta'an Kwach'an Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit.	When new licences or permits are offered
TKC	At discretion, accept the offer by applying for the new licence or permit.	Within one year following offer of licence or permit
Yukon	If TKC applies and satisfies the applicable requirements, issue licence or permit.	Within a reasonable time period

Project: Establishment or amendment of licensing or permitting regimes regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 , 3.0 and 4.0

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

Chapter 22 Schedule A Part II

- 5.1 Government shall Consult with the Ta'an Kwach'an Council when deciding to establish a licensing or permitting regime or when deciding to amend an existing licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0 in the Traditional Territory of the Ta'an Kwach'an Council.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.0 (all), 5.4 (all)

Responsibility	Activities	Timing
Government	Notify TKC when Government is considering whether to establish or amend a licensing or permitting regime. Provide details to TKC.	Prior to making a decision to establish or amend a licensing or permitting regime
TKC	Prepare and present views on proposed establishment or amendment of a licensing or permitting regime.	Within a reasonable time indicated by Government
Government	Provide full and fair consideration of views presented.	
Government	Make decision whether to establish or amend the licensing or permitting regime.	After Consultation with TKC
Government	Communicate decision to TKC.	Following decision

Planning Assumption

1. Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

Project: Establishment or variance of limits applicable to industries described in Chapter 22 Schedule A, Part II, 1.0, 2.0, 3.0 and 4.0

Responsible party: Government

Participant / Liaison: TKC

Obligations addressed:

- 5.2 Government shall Consult with the Ta'an Kwach'an Council when deciding to place a limit or vary an existing limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0 in the Traditional Territory of the Ta'an Kwach'an Council.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.0 (all), 5.3 (all), 5.4 (all)

Responsibility	Activities	Timing
Government	Notify TKC when Government is considering establishing or varying a limit on the number of permits and licences. Provide details to TKC.	Prior to making a decision to impose a limit or to vary existing limits on licences or permits
TKC	Prepare and present views on proposed limit or variance of existing limits.	Within a reasonable period of time indicated by Government
Government	Provide full and fair consideration of views presented.	
Government	Make decision whether to impose limits or vary existing limits. Communicate decision to TKC.	After Consultation with TKC

Planning Assumption

1. Government may consider establishing or varying a limit, as set out by this clause, as a result of recommendations from the Laberge Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

Project: TKC recommendations regarding establishment or amendments to a licensing or permitting regime and placement or variation of a limit regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0, 3.0 and 4.0

Responsible party: TKC

Participant / Liaison: Government

Obligations addressed:

Chapter 22 Schedule A Part II

- 5.4 The Ta'an Kwach'an Council may, in writing, giving reasons, recommend to the Minister:
 - 5.4.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0; and

- 5.4.2 the placement of or variation of a limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0.
- 5.5 The Minister shall, within 90 days of receipt of a recommendation from the Ta'an Kwach'an Council pursuant to 5.4, respond in writing to the Ta'an Kwach'an Council, giving reasons for any decision made in respect of that recommendation.

Cross Referenced Clauses: 2.11.8; Chapter 2 Schedule B 4.1, 4.1.5; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.0 (all), 5.1, 5.3

Responsibility	Activities	Timing
TKC	Provide written recommendations to the Minister on the establishment or amendment to a licensing or permitting regime, or placement or variation of a limit on the number of licences or permits.	As necessary
Government	Respond in writing to TKC, giving reasons regarding any decision made in respect of the recommendations.	Within 90 days after receipt of written recommendations

Planning Assumption

1. Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

Project: Joint ventures or other arrangements regarding use of a permit or licence for commercial freshwater fishing, commercial wilderness travel, or commercial freshwater sports fishing, or game farming or fur farming industries

Responsible party: TKC

Participant / Liaison: Government

Obligations addressed:

Chapter 22 Schedule A Part II

- 5.6 The Ta'an Kwach'an Council may enter into joint ventures or other arrangements with other persons to use the licences or permits issued to the Ta'an Kwach'an Council pursuant to 1.0, 2.0, 3.0 or 4.0.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.0 (all), 5.9, 5.11

Responsibility	Activities	Timing
TKC	At discretion, enter into joint ventures or other arrangements.	As necessary

Planning Assumption

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

Project: Right to acquire outfitting concessions

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

Chapter 22 Schedule A Part II

- 6.1 The Ta'an Kwach'an Council shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of the Ta'an Kwach'an Council after the Effective Date of this Agreement.
 - 6.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to the Ta'an Kwach'an Council of that fact and of the terms and conditions upon which that concession might be acquired.
 - 6.1.2 The Ta'an Kwach'an Council may exercise the first right to acquire referred to in 6.1, at any time during the 90 days following the date upon which it received the notice referred to in 6.1.1, by advising Government in writing of its intention to exercise that right.
 - 6.1.3 If the Ta'an Kwach'an Council fails, within the 90 days following its receipt of the notice referred to in 6.1.1, to advise Government that it wishes to exercise the first right to acquire referred to in 6.1, it shall be deemed to have given notice that it will not be exercising that right.
- 6.2 For the purposes of 6.0, an outfitting concession becomes available only in the following circumstances:
 - 6.2.1 Government decides to grant a concession in respect of an area, the greatest part of which has never been the subject of any outfitting concession;
 - 6.2.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;
 - 6.2.2.1 for greater certainty, the realignment of the existing boundaries of two or more adjacent outfitting areas does not result in a new concession becoming available for the purposes of 6.0;
 - 6.2.3 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because of the concession holder's failure to comply with the Laws of General Application; or
 - 6.2.4 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because it was then of the opinion that to do so was necessary for the conservation of wildlife in the area or protection of the public interest.
- 6.3 The first right to acquire referred to in 6.1 shall expire on January 1, 2024, unless the parties to this Agreement agree to extend the application of this provision.

Cross Referenced Clauses: Chapter 2 Schedule B 4.1, 4.1.5; 16.5.4

Responsibility	Activities	Timing
Yukon	Provide notice in writing to TKC that an outfitting concession is available and any applicable terms and conditions.	When the first outfitting concession becomes available pursuant to 6.2 after the Effective Date and prior to January 1, 2024, unless the Parties agree to extend the application of 6.1
TKC	Advise Yukon, in writing, of its intention to exercise its first right to acquire the outfitting concession.	Within 90 days of receipt of notice from Yukon
Yukon	Issue outfitting concession to TKC.	Following receipt of written notice from TKC

Project: Calculation of Resource Royalty payments

Responsible party: Yukon

Participant / Liaison: TKC, other YFNs

Obligations addressed:

- 23.2.1 In the event that Canada transfers to the Yukon the authority to receive or to levy and collect royalties in respect of the production of a Resource, the following arrangements shall apply:
 - 23.2.1.1 the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,
 1. 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
 2. 10 percent of any additional amount by which the Crown Royalty exceeds the Yukon First Nation Royalty in respect of that year.
- 23.2.2 Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.
- 23.2.4 The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.
- 23.2.5 The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.
- 23.2.6 In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.

Cross Referenced Clauses: 23.1.0, 23.2.8, 23.3.1

Responsibility	Activities	Timing
TKC	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 TKC 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, TKC, other YFNs	Review proposals for calculations of the amount payable as set out in 23.2.1.1, 23.2.2 and 23.2.4.	Annually
Yukon	Pay amount due to TKC and include information regarding basis for calculation.	Annually, following first activity
Yukon	If there has been an overpayment or under payment to TKC, adjust payment in following year.	Annually

Planning Assumptions

1. "All Yukon Indian People" for the purpose of the calculation required in clause 23.2.2 refers to the total number of Yukon Indian People whose names appear on the official enrollment list published prior to the date the payments are due.
2. Canadian average per capita income for any given year will be that published by Statistics Canada for the year preceding the year in which the royalty payments are paid.
3. The Parties will work co-operatively to establish a mechanism for calculating the information required pursuant to 23.2.2.

Project: Granting of fee simple interest within the Traditional Territory of the TKC

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

- 23.2.3 The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.

Cross Referenced Clauses: 23.1.0

Responsibility	Activities	Timing
Yukon	Notify TKC of application for fee simple interest in any Resource within the Traditional Territory of the TKC. Provide details to TKC.	Upon receipt of application for a fee simple interest in any Resource
TKC	Prepare and present views.	Within reasonable time period indicated by Yukon
Yukon	Provide full and fair consideration to views presented.	Before granting the interest
Yukon	Communicate outcome to TKC.	As soon as practicable

Planning Assumption

1. As of Effective Date, Yukon does not grant fee simple interests in any Resource.

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

Responsible party: Yukon

Participant / Liaison: TKC, other YFNs

Obligations addressed:

- 23.2.7 While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.

Cross Referenced Clauses: 23.1.0, 23.2.1.1

Responsibility	Activities	Timing
Yukon	Notify YFNs of proposal to make changes to the fiscal regime which would change the Crown Royalty regime. Provide details.	Within a reasonable period of time in advance, when proposing a change
TKC	Prepare and present views.	Within reasonable time period indicated by Yukon

Responsibility	Activities	Timing
Yukon	Provide full and fair consideration to views presented.	Prior to making amendments to fiscal regime
Yukon	Communicate decision to TKC.	Following decision

Project: Change of location of route, road or highway

Responsible party: Yukon

Participant / Liaison: SLC

Obligations addressed:

Appendix A - Settlement Land Descriptions

- 3.2.5 Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road or highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Government	Seek consent of SLC if proposing to change route, road, highway or right-of-way for a route, road or highway that serves as a boundary of a Parcel. Provide SLC with details of proposed change.	Prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway or a right-of-way for a route, road or highway
SLC	In accordance with SLC arrangements and procedures, consider request for consent. Notify Government of decision.	Within reasonable period of time

Project: Rehabilitation of Settlement Land used as a haul road

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

Appendix A - Settlement Land Descriptions

- 3.2.6 Government, upon ending its use of a haul road used as part of a Quarrying Right, shall, at the request of the Ta'an Kwach'an Council, rehabilitate Settlement Land used as part of that haul road;
 - 3.2.6.1 Where a dispute arises over the rehabilitation by Government of Settlement Land used by Government as a haul road as part of a Quarrying Right, either Government or the Ta'an Kwach'an Council may refer the dispute to the Surface Rights Board.

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	Notify TKC of its intention to end use of a haul road used as part of a Quarrying Right.	After decision made to end use of haul road
TKC	Determine if rehabilitation of Settlement Land used as part of the haul road is appropriate.	Following receipt of notice
TKC	Notify Yukon of decision regarding need for rehabilitation of Settlement Land used as part of the haul road.	Within a reasonable time indicated by Yukon
Yukon	If requested by TKC, rehabilitate Settlement Land that was used as part of the haul road.	Within a reasonable time following the TKC request
If dispute arises over rehabilitation of Settlement Land used by Government as a haul road:		
TKC, Yukon	At discretion, refer dispute to Surface Rights Board.	As necessary
TKC, Yukon	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

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

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

Appendix A - Settlement Land Descriptions

- 3.2.7 Government has the right for the purposes of maintaining a road, route or right-of-way to which a Specified Access Right applies, to significantly alter Settlement Land to which that Specified Access Right applies with the consent of the Ta'an Kwach'an Council, or, failing consent, an order of the Surface Rights Board setting out terms and conditions of such significant alteration;

CROSS REFERENCED CLAUSES: None identified

Responsibility	Activities	Timing
Yukon	If, during the maintenance of a road, route or right-of-way to which a Specified Access Right applies, it appears necessary to significantly alter TKC Settlement Land to which a Specified Access Right applies, notify TKC of necessary alterations and provide details.	As necessary
TKC	Review information provided by Yukon relating to the alteration of the TKC Settlement Land in question to which a Specified Access Right applies. Grant or deny consent to alter that TKC Settlement Land.	Within a reasonable period of time following the notification
If consent denied:		
Yukon	At discretion, refer the issue to the Surface Rights Board to set out terms and conditions applicable to such significant alteration.	Within reasonable period of time
Yukon, TKC	Prepare for and participate in Surface Rights Board process.	In accordance with Surface Rights Board rules

Project: Government closure of all or any portion of a Realigned Roadway

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

Appendix A - Settlement Land Descriptions

- 3.2.9 Government may, following Consultation with the Ta'an Kwach'an Council, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be;

Cross Referenced Clauses: Appendix A - Description of Settlement Land 3.2.8

Responsibility	Activities	Timing
Yukon	Develop arrangements and procedures identifying contacts, time lines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement.	When contemplating the closure of all or any portion of a Realigned Roadway

Responsibility	Activities	Timing
Yukon	Notify TKC and provide details of proposal to close all or any portion of a Realigned Roadway.	Prior to initiating the process to close all or any portion of a Realigned Roadway
TKC	Prepare and present views.	Within a reasonable time period as set out in the arrangements and procedures
Yukon	Provide full and fair consideration of views presented by TKC. Notify TKC of outcome.	After TKC views presented to Yukon

Project: Swan Lake Special Conditions - Management and Harvesting Rights

Responsible party: TKC, Yukon

Participant / Liaison: Canada

Obligations addressed:

Appendix A - Settlement Land Descriptions

- R-1A subject to the following Special Conditions:
 - - Swan Lake Wetland Area, Viewing Area and Swan Lake Road:
 1. the land comprising the wetland area shown approximately by a dash dot line designated as Swan Lake Wetland Area on Territorial Resource Base Map 105 D/14 (the "Wetland Area"), shall be managed by the Ta'an Kwach'an Council in accordance with the following objectives:
 1. to protect the diversity of birds and bird habitat in the Wetland Area;
 2. to recognize and protect the traditional and current use of the Wetland Area by the Ta'an Kwach'an; and
 3. to foster public understanding, appreciation and enjoyment of the Wetland Area;
 4. to respect public access to the Wetland Area in accordance with this Agreement;
 2. the Ta'an Kwach'an Council shall undertake or permit in the Wetland Area only those activities or developments which do not have a significant adverse effect on birds or bird habitat;
 3. the Ta'an Kwach'an Council and the Yukon may agree to undertake joint planning for the Wetland Area consistent with the objectives set out in (1); and
 4. notwithstanding (1) through (3), the Ta'an Kwach'an shall have the right to harvest Fish and Wildlife in the Wetland Area in accordance with Chapter 16 - Fish and Wildlife,

Cross Referenced Clauses: Chapter 16 (all)

Responsibility	Activities	Timing
TKC	Limit activities or developments to those which do not have a significant adverse effect on birds or bird habitat within the Wetland Area, subject to Special Condition (4).	As required
TKC, Yukon	Undertake joint planning for the Wetland Area consistent with the objectives set out in Special Condition (1).	As TKC and Yukon may agree

Project: Application of Airport Zoning Controls

Responsible party: TKC

Participant / Liaison: Canada

Obligations addressed:

Appendix A - Settlement Land Descriptions

Definitions

"Airport Zoning Controls" means land use regulations enacted pursuant to the Aeronautics Act, R.S.C. 1985, c. A-2 and in the absence of regulations, means such restrictions on the use and development of land as are required to meet the standards set out in a publication of the Air Navigation System Directorate, Department of Transport, Canada, titled "Land Use in the Vicinity of Airports" and bearing departmental reference TP1247, as amended from time to time.

Descriptions for Parcels: R-8B, R-29B, S-122B, S-138B, S-189B, C-5B, C-6B, C-8B, C-14B, C-17B, C-19B, C-20B, C-23B, C-25B/D, C-28B, C-30B, C-37B, C-51B, C-64B/D, C-70B/D, C-71B/D, C-72B/D, C-74B, C-77B, C-80FS, C-81B, C-83B, C-84B, C-85FS, C-88B, C-89B, C-90B, C-91B/D, C-95FS/D, C-96B/D, C-97FS:

- subject to the following Special Condition:
- - Airport Zoning Controls shall apply,

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
TKC	Adhere to provisions of Airport Zoning Controls as amended from time to time.	As required
Canada	Provide TKC with updates of Airport Zoning Controls.	As amended from time to time

Project: Special Conditions - Livingstone Trail Realignment

Responsible party: TKC, Yukon, Canada

Participant / Liaison: None identified

Obligations addressed:

Appendix A - Settlement Land Descriptions

- R-14B, R-20A subject to the following Special Conditions:
 - - Livingstone Trail Realignment
 1. at any time within two years of the Effective Date of this Agreement, the Yukon may identify, using a Global Positioning System, an approximate location of a right-of-way ("Approximate Right-of-Way Location") for a road to be known as the Livingstone Trail Realignment and approximate locations for bridgehead reserves ("Approximate Bridgehead Reserve Locations") as may be required in connection with such road, approximately along the route shown by a dashed line designated as Livingstone Trail Realignment on Territorial Resource Base Map 105 E/3 and shall provide to the Ta'an Kwach'an Council a copy of all documented information prepared by the Yukon in relation to such identification;
 2. at any time within 50 years of the Effective Date of this Agreement and following Consultation with the Ta'an Kwach'an Council, the Yukon may survey a 60 metre right-of-way for the road to be known as the Livingstone Trail Realignment approximately along the identified Approximate Right-of-Way Location and may survey bridgehead reserves as may be required in connection with such road approximately on the identified Approximate Bridgehead Reserve Locations (the "Survey") and shall provide a copy of the Survey to the Ta'an Kwach'an Council;
 3. at any time within 5 years of having completed the Survey, the Yukon may, by providing 60 days written notice to the Ta'an Kwach'an Council and Canada, indicate its intention to commence the land exchange provided for in Schedule B of Chapter 9 and upon receipt of the notice by the Ta'an Kwach'an Council and Canada, the parties to this Agreement shall forthwith proceed with the land exchange;
 4. upon providing the 60 days written notice, Yukon may commence construction of a road in accordance with the Survey, whether or not the land exchange provided for in Schedule B of Chapter 9 has been completed;
 5. unless the parties to this Agreement otherwise agree, the Ta'an Kwach'an Council shall not allow any development on the Approximate Right-of-Way Location and Approximate Bridgehead Reserve Locations, following their identification, until such time as the Survey has been completed or until the expiry of 55 years from the Effective Date of this Agreement, whichever is earlier;
 6. unless the parties to this Agreement otherwise agree, upon completion of the Survey, the Ta'an Kwach'an Council shall not allow any development on the right-of-way and bridgehead reserves identified in the Survey until the expiry of 55 years from the Effective Date of this Agreement;
 7. if the Approximate Right-of-Way Location and Approximate Bridgehead Reserve Locations are not identified within two years of the Effective Date of this Agreement or if the Survey is not completed within 50 years of the Effective Date of this Agreement or if Yukon does not commence construction of the road to be known as the Livingstone Trail Realignment within 5 years of the completion of the Survey, the foregoing Special Conditions for this Parcel shall cease to apply;

Cross Referenced Clauses: Chapter 9 Schedule B (all)

Responsibility	Activities	Timing
Yukon	At discretion, identify an approximate location of a right-of-way for the Livingstone Trail Realignment and approximate locations for bridgehead reserves. Provide TKC a copy of all documented information prepared in relation to such identification.	Within two years of the Effective Date
TKC	If considering development on Approximate Right-of-Way Location and associated Approximate Bridgehead Reserve Locations, identify the development and seek agreement of Yukon and Canada to proceed.	Until survey has been completed, or for 55 years after Effective Date, whichever is earlier
Yukon, Canada	Agree or disagree with proposed development.	
TKC	Only with agreement of Yukon and Canada, proceed with development.	
Yukon	At discretion, survey a 60 metre right-of-way for the Livingstone Trail Realignment approximately along the identified Approximate Right-of-Way Location and associated Approximate Bridgehead Reserve Locations. Provide a copy of this survey to TKC.	After identification of approximate right-of-way and bridgeheads, and within 50 years of Effective Date
TKC	If considering development on right-of-way and associated bridgehead reserves identified in the survey, identify the development and seek agreement of Yukon and Canada to proceed.	For 55 years after Effective Date
Yukon, Canada	Agree or disagree with proposed development.	
TKC	Only with agreement of Yukon and Canada, proceed with development.	

Responsibility	Activities	Timing
Yukon	At discretion, indicate its intention in writing to commence the land exchange provided for in Chapter 9 Schedule B.	At any time within 5 years of having completed the Survey
Yukon	At discretion, commence construction of a road in accordance with the Survey.	At least 60 days after indicating intention to commence land exchange

Planning Assumptions

1. This sheet shall cease to apply should no approximate location of the right-of-way and any bridgehead reserves referred to in the Livingstone Trail Realignment Special Regulations be identified by Yukon within two years from the Effective Date of the Final Agreement.
2. This sheet shall cease to apply if the survey referred to in the Livingstone Trail Realignment Special Conditions is not completed within 50 years of the Effective Date of this Agreement.
3. This sheet shall cease to apply should Yukon not commence construction of the Livingstone Trail Realignment after five years from the date of completion of the survey referred to in the Livingstone Trail Realignment Special Conditions.

Project: Closure of right-of-way for the Old Alaska Highway

Responsible party: Yukon

Participant / Liaison: TKC

Obligations addressed:

Appendix A - Settlement Land Descriptions

- C-5B subject to the following Special Conditions:
 - - Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 22313 LTO lying within Parcel C-5B,
- C-6B subject to the following Special Conditions:
 - - Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 40861 CLSR, 22319 LTO lying within Parcel C-6B,

Cross Referenced Clauses: None identified

Responsibility	Activities	Timing
Yukon	Close above-noted portions of the right-of-way for the Old Alaska Highway.	As soon as practicable

Responsibility	Activities	Timing
Yukon	Notify TKC of closure of the portions of the right-of-way for the Old Alaska Highway.	After the portions of the right-of-way for the Old Alaska Highway have been closed

Annex B -- Commissions, Councils and Committees

Application

This Annex applies as provided herein to the:

- Regional Land Use Planning Commission
- Settlement Land Committee
- Laberge Renewable Resources Council

hereinafter called the "Boards".

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, 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: Laberge Renewable Resources Council

Each party has a right to nominate Laberge Renewable Resources Council ("LRRC") members as provided by the TKCFA in paragraphs 2.12.2 (all), 16.6.2 (all), 16.6.4 (all) and 16.6.5 (all).

The process of nomination and appointment will require each party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating party.

To establish the initial complement of RRC members, each party should commence its procedures to identify prospective nominees upon ratification of the TKCFA by all Parties. The Minister will request nominations pursuant to TKCFA 2.12.2.2 as soon as practicable after the date of signing by the Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (TKCFA 16.6.5.1), shall be forwarded to the Minister within the time provided by TKCFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the RRC to be in place as indicated in Part 4 of this Annex.

To facilitate these procedures, each party should confirm that its proposed nominees are ready to serve on the RRC prior to submitting its nominations to the Minister. If a nominee declines an appointment, the Minister and the nominating party should take steps as soon as practicable to ensure that a new nominee is identified and appointed.

Initial Nominations and Appointments: Regional Land Use Planning Commission and Settlement Land Committee

The initial nominations and appointments for the Regional Land Use Planning Commission ("RLUPC") and Settlement Land Committee ("SLC") will be made as provided in Part 4 of this Annex.

On-Going Process for Nominations and Appointments: Laberge Renewable Resources Council and Regional Land Use Planning Commission

1. Replacement of Board Members

Upon termination of the initial appointments, the Parties should follow the procedures outlined in TKCFA 2.12.2.2 to 2.12.2.4 and above, in respect of the initial appointments, to ensure that repeat or replacement nominations are submitted and appointments take effect in a timely manner. The Parties should use best efforts to avoid vacancies arising on the Boards due to failures in the nominating or appointing process.

If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of TKCFA 2.12.2.11.

2. Removal for Cause

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that authority on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for the removal of a member pursuant to TKCFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating parties and the Minister as soon as those grounds have been adopted by the Board.

3. Resignation of a Member

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board, and that the Board immediately advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable.

Organization of the Board

The RRC and RLUPC, within the first 60 days after being established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete the necessary arrangements.

At its initial meeting or as soon as practicable thereafter, each Board should address:

1. the selection or nomination of a Chair and/or Vice-Chair, as the TKCFA may provide in respect of that Board;
2. any rules and procedures which it may require pursuant to TKCFA 2.12.2.7 and 2.12.2.10;
3. the Board budget and the completion of related financial arrangements;

4. any organizational and policy matters, and arrangements with respect to support services and facilities required for the discharge of its mandate under the TKCFA; and
5. any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

Board Services and Facilities

It is expected that the RRC and RLUPC will arrange for the support services and facilities they require. The Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations, and the specific provisions of the TKCFA.

Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 2 applies to the Laberge Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee ("SLC").

For the purposes of TKCFA 2.12.2.9, 28.3.5, 28.3.7 and the SLC, Board training should include:

1. training in Board procedures and functions;
2. training directed to improve Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the TKCFA; and
4. cross-cultural orientation and education.

1. Board procedures and functions

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The timing of the different aspects of this training may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefit of the replacement nominees. The Board's previous training activities should be considered by subsequent members when assessing their training needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as it deems necessary.

2. Training related to Board Mandate

Each Board should assess and take the steps necessary, including budget provisions, to address the training needs of its members 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 TKCFA

The Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the TKCFA. The Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in TKCFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the TKCFA and TKCFA Plan. This information program should be carried out in a co-operative, co-ordinated way.

It should be completed as soon as is practicable after the Board is established, at a time convenient to the Board and the Parties.

Each party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

4. Cross-Cultural Orientation and Education

On-going cross-cultural awareness and sensitivity is important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will relate to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together to fulfil their mandate.

Part 3 - Aboriginal Language Services

This Part applies to the Laberge Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

Part 4 - Board Mandates and Activities

The following provisions address the mandate, the expected activities, and the relevant specific arrangements, in respect of each of the Boards.

Regional Land Use Planning Commission

Mandate

The Regional Land Use Planning Commission ("RLUPC") shall develop a regional land use plan and shall recommend it to Government and TKC for approval.

Organizational Structure

Canada, TKC and any other affected Yukon First Nations may agree to establish the RLUPC at any time after the Effective Date of the TKCFA.

The RLUPC shall have no less than six (6) members. Canada shall consult with Yukon prior to nominating its members, and TKC shall nominate its members as soon as practicable after agreement to establish the RLUPC. The nominations shall be selected in accordance with TKCFA 11.4.2 (all) and 11.4.3.

Appointments will be made by the Minister of Indian Affairs and Northern Development ("the Minister").

The members of the RLUPC may choose a Chair from amongst its members.

The provisions of 2.12.2 shall apply to the RLUPC.

Operations

The RLUPC shall convene a meeting as soon as practicable after it is established.

The RLUPC shall prepare an annual budget, after Consultation with TKC and any other affected Yukon First Nation, and shall submit that budget to the Yukon Land Use Planning Council ("Council") (TKCFA 11.9.1). The Council shall review the budget, and, after Consultation with the RLUPC, shall propose the budget to the Minister for the preparation of regional land use plans. The budget approval process will respect the discretion for the allocation of funds available to the RLUPCs pursuant to Part 2 Schedule 1 of the UFA Implementation Plan. Canada shall pay the approved expenses of the RLUPC to the Council from the amounts described in Part 2 of Schedule 1. The Council shall pay the approved expenses to the RLUPC.

The RLUPC may establish a local office. Within the approved budget, the RLUPC may engage and contract technical or special experts for assistance and may establish a secretariat to assist it in carrying out its functions (TKCFA 11.4.5.1).

Activities

The RLUPC shall prepare and recommend a regional land use plan to Government and the affected Yukon First Nations within a time frame established by Government and the affected Yukon First Nations (TKCFA 11.4.4). In carrying out its obligations under TKCFA 11.4.4, the RLUPC shall undertake the activities described in TKCFA 11.2.0, 11.4.5.3 to 11.4.5.9, 11.5.1, 11.6.1, 11.6.3, 11.6.5, 13.4.6.2, Chapter 13 Schedule A (all).

The RLUPC may undertake the activities described in TKCFA 11.4.5.1 and 11.4.5.10. The RLUPC may carry out activities associated with TKCFA 11.4.5.10 with a reduced number of members.

Settlement Land Committee

Mandate and Activities

Each Settlement Land Committee ("SLC") shall be responsible for:

1. the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
 - determining priorities for the survey of all Settlement Land;
 - indicating to the Surveyor General 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 TKC and the public;
 - receiving requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People; and
 - determining whether it is practicable to give effect to such requests and recommending to Canada or the Yukon, as the case may be, that it take such steps as the SLC considers appropriate.

Guidelines

- Interim use of Site Specific Settlement Land;
- a report of "...requests relating to the use and enjoyment of Proposed Site Specific Settlement Land..." will be kept by the SLC;
- "...the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement..." will primarily be the responsibility of TKC as the entire Proposed Site Specific Parcel will have been agreed to by all Parties. The other members of the SLC will have only to ensure that the selected area is within the Proposed Site Specific Parcel and that it is adequately defined for survey purposes;

- it is not intended that the SLC act as a substitute for "land use planners". The SLC will only be responsible for making recommendations concerning requests to "occupy" the land but will not be required to approve specific uses in the event that the land is developed; and
- any other activities contained in the TKCFA.

Organizational Structure

The SLC shall be established no later than one month after the signing of the TKCFA. The representatives to the SLC shall be appointed as follows:

Canada Representative

The Department of Indian Affairs and Northern Development will appoint one person to represent the Department when the Settlement Land being dealt with was formerly under federal administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Department.

The position will be filled by the same person for the life of the SLC where possible.

Yukon Representative

Yukon will appoint one person to represent Yukon when the Settlement Land being dealt with was formerly under Yukon administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Yukon.

The position will be filled by the same person for the life of the SLC where possible.

TKC Representatives

TKC will appoint two persons to represent TKC for all land selections negotiated by TKC.

The representatives will be experienced in land issues, including survey requirements.

The positions will be filled by the same persons for the life of the SLC, where possible.

Chair

The Chair for the SLC will be appointed by the Surveyor General for Canada. The Surveyor General may decide not to appoint the same person for all SLCs.

The position of Chair will be filled by the same person for the life of the SLC where possible.

The Chair will be an experienced Canada Lands Surveyor with authority to speak on behalf of the Legal Surveys Division of Natural Resources Canada ("NRCan").

NRCan will employ, to the extent possible, local personnel to record and document all decisions made at SLC meetings.

Operations

The SLC will operate as follows:

Decision Making

All decisions will be made by consensus, and, in the event that a decision cannot be reached, the problem will be referred to the Dispute Resolution process as described in section 26.3.0 of the TKCFA. The Chair will decide at what point there is an impasse on any particular decision.

Meetings

Meetings will be called by the Chair, and will normally occur two to three times each year. Normally, there will be one meeting in the winter, to establish and review priorities, and one in the spring to review and approve survey reports and plans. Other meetings may occur as needed.

Chair Responsibilities

- To ensure that the SLC is in place as soon as is practicable following the signing of the TKCFA;
- To hold the first meeting as soon as practicable, as the parties agree;
- To ensure that detailed information regarding land selections which has been prepared by the negotiators is made available for all meetings;
- To ensure that necessary support information is made available by Government and TKC 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 SLC. TKC shall indicate the process by which TKC consent will be secured;
- To make every effort to reduce the number of decisions which are forwarded to the Dispute Resolution Board; and
- In collaboration with the SLC members, to alter guidelines and procedures to reflect the needs of the TKC.

Subject to any amendment of the Plan by the Parties, Canada shall pay TKC \$39,379 (2000 constant dollars) to enable TKC nominees to participate in SLC proceedings.

Laberge Renewable Resources Council

Mandate

In the Traditional Territory of the TKC, the Laberge Renewable Resources Council ("RRC") shall be established as of the Effective Date, as a primary instrument for local renewable resources management in the Traditional Territory as set out in the TKCFA 16.6.1, 16.6.1.1.

The RRC acting in the public interest may make recommendations to the Minister, the TKC, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (TKCFA 16.6.9).

The RRC may make recommendations pursuant to TKCFA 16.6.10.

The RRC may make recommendations to the Minister and TKC 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 of the TKC;
- the need for, and the content and timing of, Forest Resources inventories and management plans;
- the policies, programs and Legislation which affect Forest Resources;
- proposals for Forest Resources research;
- forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;
- the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;
- employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;

- measures for the control of forest pests and diseases; and
- other matters relating to the protection and management of Forest Resources - TKCFA 17.4.0 (all).

Organizational Structure

The RRC shall be comprised of six members and shall be established as of the Effective Date of the TKCFA (TKCFA 16.6.2).

The Minister of Renewable Resources shall nominate three persons to the RRC (TKCFA 16.6.2).

TKC shall nominate three persons to the RRC (TKCFA 16.6.2).

The Minister and TKC may each nominate one additional member as an alternate member to the RRC (TKCFA 16.6.2.1, 16.6.2.2).

An alternate member of the RRC may only receive remuneration and travel expenses in the absence of a member nominated by the party which nominated the alternate (TKCFA 16.6.2.3).

An alternate member of the RRC may only vote in the absence of a member nominated by the party which nominated the alternate (TKCFA 16.6.2.3).

RRC members shall be resident within the Traditional Territory of the TKC and shall have lived in the Traditional Territory for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory (TKCFA 16.6.4, 16.6.4.1, 16.6.4.2).

When nominating individuals for appointment to the RRC, the Minister of Renewable Resources and TKC shall make reasonable attempts to reach a consensus as to the respective individuals to be nominated (TKCFA 16.6.4.3, 16.6.4.4 (all), 16.6.4.5).

The Minister of Renewable Resources shall appoint the nominees to the RRC (TKCFA 2.12.2.3, 2.12.2.4).

With the consent of the Minister of Renewable Resources and the TKC, the RRC may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (TKCFA 16.6.12).

Appointments to the RRC shall be for five years, except for the initial appointments. For the initial appointments one TKC nominee and one Minister's nominee shall be appointed for three years, one TKC nominee and one Minister's nominee shall be appointed for four years, and one TKC nominee and one Minister's nominee shall be appointed for five years (TKCFA 16.6.5). All appointments of the alternate members shall be for a five year term (TKCFA 16.6.5.1).

All appointments to the RRC shall be during good behaviour (TKCFA 16.6.5).

Operations

The RRC shall determine its own procedures for selecting its chairperson from its membership (TKCFA 16.6.3).

The Minister of Renewable Resources shall appoint the chairperson selected by the RRC (TKCFA 16.6.3).

In the event that the RRC fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the RRC after Consultation with the RRC (TKCFA 16.6.3.1).

The RRC shall make provisions for public involvement in the development of its decisions and its recommendations (TKCFA 16.6.6).

The RRC shall prepare an annual budget, subject to review and approval by Government, pursuant to TKCFA 16.6.7. The budget shall be in accordance with Government guidelines (TKCFA 16.6.7 (all)).

Activities

The RRC shall undertake activities as may be found in:

- Chapter 10, in particular, 10.3.3 and 10.5.5;

- Chapter 14, Schedule A, 3.3;
- 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 (all), 16.7.7.1, 16.7.12.7, 16.7.12.8, 16.7.12.9, 16.7.12.10, 16.7.14, 16.7.15, 16.7.17.12(d), 16.8.0 (all), 16.9.1.5(a), 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.2, 16.11.3.4, 16.11.9.1, 16.11.10 (all), 16.13.2, 16.13.3; and,
- Chapter 17, in particular, clauses 17.2.2 and 17.4.0 (all), 17.5.4.1.

Further information concerning activities associated with the RRC can be found in TKCFA Plan Annex A (Activity Sheets) for the referenced clauses including but not limited to:

10.3.3, 10.5.2;

Chapter 14, Schedule A, 3.1;

16.6.2.1, 16.6.4.3, 16.6.15, 16.9.1.3, 16.9.1.4, 16.9.16, 16.11.3.4, 16.11.8, 16.11.10.4, 16.11.10.5, 16.11.3, 16.13.2; and, 17.2.2, 17.5.1, 17.5.3, 17.8.2.

Laberge Renewable Resources Council

Year 1 Budget

All amounts expressed in 2000 constant dollars:

Laberge Renewable Resources Council: Year 1 Budget

Administration	\$27,424
Meetings	\$43,880
Support	\$11,390
	\$82,694

Multi-Year Forecast

All amounts expressed in 2000 constant dollars:

Multi-Year Forecast		
Year 1	Year 2	Year 3
\$82,694	\$82,694	\$82,694

Part 5 - Budget Procedures and Financial Arrangements

1. The recommended first annual budget and a multi-year financial forecast for the Laberge Renewable Resources Council ("RRC") is attached to the description of the Board in Part 4 of Annex B. Annual budgets prepared by the RRC in subsequent years will provide greater detail than that provided in the Year 1 Budget to better reflect the operational requirements of the RRC.
2. It is understood that the allocation for the RRC set out in this Plan is stated as 2000 constant dollars.

3. If the Minister requests the RRC or Regional Land Use Planning Commission to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.

Annex B-1 -- Laberge Renewable Resources Council in Kwanlin Dun / Ta'an Kwach'an Overlapping Area

Application

This Annex applies as provided herein to the Laberge Renewable Resources Council ("RRC") where the Minister of Renewable Resources, the Ta'an Kwach'an Council ("TKC") and the Kwanlin Dun First Nation ("KDFN") reach an agreement for the purposes of exercising its jurisdiction in the Kwanlin Dun / Ta'an Kwach'an Overlapping Area as provided for under Chapter 16 Schedule C 2.1 of the TKCFA. ***This Annex shall be read to replace the portions of Annex B respecting the RRC where such agreement has been reached.***

Should there be no agreement under Chapter 16 Schedule C of the TKCFA, the provisions of Annex B shall apply to the RRC as stated therein.

The provisions of this Annex shall cease to apply after the Effective Date of the Kwanlin Dun First Nation Final Agreement (TKCFA Chapter 16 Schedule C 2.1).

If the Kwanlin Dun First Nation / Ta'an Kwach'an Council Overlapping Area is eliminated by the establishment of a Contiguous Boundary or if the overlapping claims, rights, titles and interest of the Ta'an Kwach'an Council and the Kwanlin Dun First Nation in the Kwanlin Dun First Nation / Ta'an Kwach'an Council Overlapping Area are resolved by the development of alternative agreements pursuant TKCFA Chapter 2, Schedule B 8.1, the parties to the TKCFA will review this Annex in order to determine if it should be amended (TKCFA Chapter 16 Schedule C 5.3).

Contents

This Annex has five parts:

- Part 1 - General Provisions
- Part 2 - RRC Training and Cross-Cultural Orientation and Education
- Part 3 - Arrangements for the Provision of Aboriginal Language Services to the RRC
- Part 4 - RRC Mandate and Activities
- Part 5 - RRC Budget 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 RRC, and the related arrangements and activities which the Parties expect to perform in those connections.

Part 1 - General Provisions

Initial Nominations and Appointments: Laberge Renewable Resources Council

Each party has a right to nominate Laberge Renewable Resources Council ("RRC") members as provided by the TKCFA in Chapter 16 Schedule C 3.0.

The process of nomination and appointment will require each party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating party.

To establish the initial complement of RRC members, each party should commence its procedures to identify prospective nominees upon ratification of the TKCFA by all Parties. The Minister will request nominations pursuant to TKCFA 2.12.2.2 as soon as practicable after the date of signing by the Parties to the TKCFA.

Nominations, including a statement of the initial term for which a particular nomination may be made (TKCFA Chapter 16 Schedule C 3.2), shall be forwarded to the Minister within the time provided by TKCFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the RRC to be in place as indicated in Part 4 of this Annex.

To facilitate these procedures, each party should confirm that its proposed nominees are ready to serve on the RRC prior to submitting its nominations to the Minister. If a nominee declines an appointment, the Minister and the nominating party should take steps as soon as practicable to ensure that a new nominee is identified and appointed.

On-Going Process for Nominations and Appointments: Laberge Renewable Resources Council

1. Replacement of RRC Members

Upon termination of the initial appointments, the Parties should follow the procedures outlined in TKCFA 2.12.2.2 to 2.12.2.4 and above, in respect of the initial appointments, to ensure that repeat or replacement nominations are submitted and appointments take effect in a timely manner. The Parties should use best efforts to avoid vacancies arising on the RRC due to failures in the nominating or appointing process.

If a vacancy during term arises on the RRC, 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 TKCFA 2.12.2.11.

2. Removal for Cause

The authority to remove a RRC member lies with the Minister of Renewable Resources. It is acknowledged that the Minister will choose whether to exercise that authority on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a RRC 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 the RRC chooses to specify grounds for the removal of a member pursuant to TKCFA 2.12.2.7, the RRC should communicate those grounds in writing to the nominating parties and the Minister as soon as those grounds have been adopted by the RRC.

3. Resignation of a Member

The RRC may wish to establish rules or procedures concerning the resignation of RRC members. It is recommended that RRC members who wish to resign during their term be required to communicate their resignation in writing to the RRC, and that the RRC immediately advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable.

Organization of the RRC

The RRC, within the first 60 days after being established by appointments, should convene at least one meeting. The initial meeting of the RRC should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete the necessary arrangements.

At its initial meeting or as soon as practicable thereafter, the RRC should address:

1. the nomination of a chairperson pursuant to TKCFA 16.6.3;
2. any rules and procedures which it may require pursuant to TKCFA 2.12.2.7 and 2.12.2.10;
3. the RRC budget and the completion of related financial arrangements;
4. any organizational and policy matters, and arrangements with respect to support services and facilities required for the discharge of its mandate under the TKCFA; and
5. any arrangements required with respect to the training and cross-cultural orientation and education of RRC members.

Board Services and Facilities

It is expected that the RRC will arrange for the support services and facilities it requires. The RRC may co-operate with other Boards in these arrangements as it may find convenient. In determining their arrangements, the RRC should consider the training and economic opportunities which may be made available to Yukon First Nations, and the specific provisions of the TKCFA.

Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 2 applies to the Laberge Renewable Resources Council.

For the purposes of TKCFA 2.12.2.9, 28.3.5, 28.3.7, Board training should include:

1. training in RRC procedures and functions;
2. training directed to improve RRC members' ability to carry out their responsibilities in the field or fields within the mandate of the RRC;
3. familiarization with the provisions of the TKCFA; and
4. cross-cultural orientation and education.

1. Board procedures and functions

This training should reflect both internal RRC needs and needs of the RRC in relation to public process. It should enable the RRC 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.

It is strongly recommended that the RRC assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the RRC 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 RRC's previous training activities should be considered by subsequent members when assessing their training needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of the RRC should be left for the RRC to address as it deems necessary.

2. Training related to Board Mandate

The RRC should assess and take the steps necessary, including budget provisions, to address the training needs of its members which will enable them to improve their ability to carry out their responsibilities in the field or fields within the RRC's mandate. It is recommended that this occur as soon as practicable in the first year of the RRC's term and at least annually thereafter. The specific program or initiatives to be taken in this area should be left to the RRC to decide and arrange as it may require.

3. Familiarization with the TKCFA

The Parties have an interest in ensuring that the members of the RRC understand the purposes of the RRC under the TKCFA. The Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in TKCFA 28.3.7, the Parties should jointly inform the RRC about relevant provisions of the TKCFA and TKCFA Plan. This information program should be carried out in a co-operative, co-ordinated way. It should be completed as soon as is practicable after the RRC is established, at a time convenient to the RRC and the Parties.

Each party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

4. Cross-Cultural Orientation and Education

On-going cross-cultural awareness and sensitivity is important for the effective working of the RRC.

It is strongly recommended that the RRC 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 the RRC, and thereafter as may be required.

It is expected that cross-cultural orientation and education will relate to the mandate of the RRC and address cultural values, attitudes, strengths and differences in ways that enable the members of the RRC, as a cross-cultural group, to work well together to fulfil their mandate.

Part 3 -Aboriginal Language Services

This Part applies to the Laberge Renewable Resources Council.

The RRC should be able to conduct its 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 RRC 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 RRC may require will be available to it at the earliest practicable date.

Part 4 - RRC Mandate and Activities

The following provisions address the mandate, the expected activities, and the relevant specific arrangements, in respect of the Laberge Renewable Resources Council.

Laberge Renewable Resources Council

Mandate

In the Traditional Territory of the TKC, the Laberge Renewable Resources Council ("RRC") shall be established as of the Effective Date, as a primary instrument for local renewable resources management in the Traditional Territory as set out in the TKCFA 16.6.1, 16.6.1.1 and Chapter 16 Schedule C 2.0.

The RRC acting in the public interest may make recommendations to the Minister, the TKC, the KDFN, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (TKCFA 16.6.9).

The RRC may make recommendations pursuant to TKCFA 16.6.10.

The RRC may make recommendations to the Minister, the TKC and the KDFN 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 of the TKC;
- the need for, and the content and timing of, Forest Resources inventories and management plans;
- the policies, programs and Legislation which affect Forest Resources;
- proposals for Forest Resources research;
- forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;

- the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;
- employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;
- measures for the control of forest pests and diseases; and
- other matters relating to the protection and management of Forest Resources - TKCFA 17.4.0 (all).

Organizational Structure

The RRC, which exercises its jurisdiction in the KDFN/TKC Overlapping Area until the Effective Date of the KDFN Final Agreement, shall be comprised of eight members, and shall be established as of the Effective Date of the TKCFA (TKCFA Chapter 16 Schedule C 2.1, 3.1.1) as follows:

- The Minister of Renewable Resources shall nominate four persons to the RRC (TKCFA Chapter 16 Schedule C 3.1.1).
- TKC shall nominate two persons to the RRC (TKCFA Chapter 16 Schedule C 3.1.1).
- KDFN shall nominate two persons to the RRC (TKCFA Chapter 16 Schedule C 3.1.1).

The Minister may nominate two additional members and TKC and KDFN may each nominate one additional member as alternate members to the RRC (TKCFA 16.6.2.1, 16.6.2.2, Chapter 16 Schedule C 3.1.2).

An alternate member of the RRC may only receive remuneration and travel expenses in the absence of a member nominated by the party which nominated the alternate (TKCFA 16.6.2.3).

An alternate member of the RRC may only vote in the absence of a member nominated by the party which nominated the alternate (TKCFA 16.6.2.3).

RRC members shall be resident within the Traditional Territory of the TKC or the KDFN Traditional Territory, shall have lived in the Traditional Territory for at least one year immediately prior to their appointment, and shall have long term familiarity with renewable resources in the Traditional Territory (TKCFA 16.6.4, 16.6.4.1, 16.6.4.2, Chapter 16 Schedule C 3.1.3).

When nominating individuals for appointment to the RRC, the Minister of Renewable Resources, TKC and KDFN shall make reasonable attempts to reach a consensus as to the respective individuals to be nominated (TKCFA Chapter 16 Schedule C 3.1.5).

The Minister of Renewable Resources shall appoint the nominees to the RRC (TKCFA 2.12.2.3, 2.12.2.4).

With the consent of the Minister of Renewable Resources, TKC, and KDFN, the RRC may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (TKCFA 16.6.12, Chapter 16 Schedule C 6.1).

Appointments to the RRC shall be for five years, except for the initial appointments. For the initial appointments one TKC nominee, one KDFN and two Minister's nominees shall be appointed for three years, one KDFN nominee and one Minister's nominee shall be appointed for four years, and one TKC nominee and one Minister's nominee shall be appointed for five years (TKCFA Chapter 16 Schedule C 3.2). All appointments of the alternate members shall be for a five year term (TKCFA Chapter 16 Schedule C 3.3.4).

All appointments to the RRC shall be during good behaviour (TKCFA 16.6.5).

Appointment of Laberge Renewable Resources Council in Kwanlin Dun / Ta'an Kwach'an Overlapping Area after Initial Creation of RRC (Chapter 16 Schedule C 3.3)

If the agreement of the Minister, TKC, and KDFN is obtained pursuant to TKCFA Chapter 16 Schedule C 2.1 after the initial creation of the RRC in TKCFA 16.6.0 and Annex B, then:

- TKC shall recommend to the Minister which one of its three nominees appointed to the RRC shall be subject to early termination in order to accommodate the appointment of one of the two members to be nominated by KDFN under TKCFA Chapter 16 Schedule C 3.1.1 (Chapter 16 Schedule C 3.1.1).

- b. One of the nominees of KDFN shall initially be appointed for the remainder of the term of the member subject to early termination as described in (a) (Chapter 16 Schedule C 3.1.2).
- c. The second nominee of KDFN and the additional nominee of the Minister nominated under TKCFA Chapter 16 Schedule C 3.1.1 shall each initially be appointed for a term not exceeding five years such that they expire on the same date but in a different year from the other nominee of KDFN (Chapter 16 Schedule C 3.1.3).
- d. Thereafter, appointments shall be for five years (Chapter 16 Schedule C 3.1.4).

Operations

The RRC shall determine its own procedures for selecting its chairperson from its membership (TKCFA 16.6.3).

The Minister of Renewable Resources shall appoint the chairperson selected by the RRC (TKCFA 16.6.3).

In the event that the RRC fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the RRC after Consultation with the RRC (TKCFA 16.6.3.1).

The RRC shall make provisions for public involvement in the development of its decisions and its recommendations (TKCFA 16.6.6).

The RRC shall prepare an annual budget, subject to review and approval by Government, pursuant to TKCFA 16.6.7. The budget shall be in accordance with Government guidelines (TKCFA 16.6.7 (all)).

Activities

The RRC shall undertake activities as may be found in:

- Chapter 10, in particular, 10.3.3 and 10.5.5;
- Chapter 14 Schedule A 3.3;
- 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 (all), 16.7.7.1, 16.7.12.7, 16.7.12.8, 16.7.12.9, 16.7.12.10, 16.7.14, 16.7.15, 16.7.17.12(d), 16.8.0 (all), 16.9.1.5(a), 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.2, 16.11.3.4, 16.11.9.1, 16.11.10 (all), 16.13.2, 16.13.3, Schedule C (all); and,
- Chapter 17, in particular, clauses 17.2.2 and 17.4.0 (all), 17.5.4.1.

Further information concerning activities associated with the RRC can be found in TKCFA Plan Annex A (Activity Sheets) for the referenced clauses including but not limited to:

Chapter 2 Schedule B (all)

10.3.3, 10.5.2;

Chapter 14 Schedule A 3.1

16.6.2.1, 16.6.4.3, 16.6.15, 16.9.1.3, 16.9.1.4, 16.9.16, 16.11.3.4, 16.11.8, 16.11.10.4, 16.11.10.5, 16.11.13, 16.13.2, and; 17.2.2, 17.5.1, 17.5.3, 17.8.2.

Laberge Renewable Resources Council

Year 1 Budget

All amounts expressed in 2000 constant dollars:

Laberge Renewable Resources Council: Year 1 Budget

Administration	\$27,424
Meetings	\$43,880

Support	\$11,390
	\$82,694

Multi-Year Forecast

All amounts expressed in 2000 constant dollars:

Multi-Year Forecast		
Year 1	Year 2	Year 3
\$82,694	\$82,694	\$82,694

Part 5 - Budget Procedures and Financial Arrangements

1. The recommended first annual budget and a multi-year financial forecast for the Laberge Renewable Resources Council ("RRC") is attached to the description of the RRC in Part 4 of Annex B. Annual budgets prepared by the RRC in subsequent years will provide greater detail than that provided in the Year 1 Budget to better reflect the operational requirements of the RRC.
2. It is understood that the allocation for the RRC set out in this Plan is stated as 2000 constant dollars.
3. If the Minister requests the RRC to perform an activity that is not part of the RRC's approved budget for a given year, the RRC may request additional funding and the Minister shall consider the request.

Annex C -- Information Strategy

General Requirements

- 28.3.2.4 specifies that an information strategy be included in the TKCFA Plan to enhance community and general public awareness of the TKCFA and implementation plans.
- The following guidelines apply to this information strategy:
 1. To the extent possible, the TKC strategy will be consistent and will utilize information developed as part of the UFA Information Strategy.
 2. Information distribution will be coordinated by the Parties. The Parties may agree to focus on specific information areas.
 3. Those areas of the agreements which require TKC to maintain public registers, publish reports, etc. are deemed to be covered in the activity sheets in Annex A and are not considered as part of this strategy.
 4. It is assumed that the various local boards and committees, described in Annex B, will carry on their own information programs.
 5. The Parties will carry out their responsibilities in this information strategy within their existing resources and programs, exploring cost-effective options to communicate information about the TKCFA, and, to the extent practicable, taking advantage of opportunities to coordinate their efforts and avoid duplication.

Integration with UFA Strategy

3. The TKC strategy shall concentrate on those areas of the TKCFA not covered in the materials produced under the UFA Information Strategy.
4. To the extent practicable, the Parties intend to utilize the UFA Land Claim Briefing Book and to develop inserts or additions to expand on TKCFA provisions.
5. Where appropriate, TKC may develop material in conjunction with or in addition to the CYI inserts in the central newsletter referenced in the UFA Information Strategy, and/or may use CYI information and TKC information in local publications.

Utilization of Ratification Information

6. Whenever possible, information developed as part of the TKC ratification process shall be utilized. This includes publications, audio tapes and videos.

General Division of Responsibilities under this Information Strategy

7. Government will have primary responsibility for informing the general public with regard to the provisions of the TKCFA, TKCSGA and specific areas set out in paragraph 13.
8. TKC and Government will share responsibility for informing the local community of the provisions of the TKCFA, TKCSGA and specific areas set out in paragraph 13.
9. TKC will have primary responsibility for informing TKC citizens of the provisions of the TKCFA, TKCSGA and specific areas set out in paragraph 13.
10. TKC and Government will coordinate information and activities that relate specifically to issues within the Traditional Territory of the TKC arising from the TKCFA 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 TKCFA.
11. Upon request, and to the extent possible, Government will provide to TKC, publications and other written materials prepared by Government, for distribution by TKC.
12. Government will make best efforts to provide interpreter services to TKC people and language services programs as may be in place from time to time.
13. The following table summarizes areas of the TKCFA and TKCSGA in which it is anticipated that information may be required from time to time. This list is not meant to be exhaustive but to serve as an initial guide in scoping the effort.

Potential Areas For Information Distribution

Potential Areas For Information Distribution		
Chapter/Clause	Area of Concern	Note/Comment
2.2.0 (all) and TKCSGA 3.0 (all)	Continuation of rights	-
2.9.3.1	Administration of overlap	Note 1
3.10.0 (all)	Continued enrollment	-
5.3.0 (all)	Maps and land descriptions	Note 1
Chapter 6	Access information (terms, trespass)	Note 1

Potential Areas For Information Distribution		
Chapter/Clause	Area of Concern	Note/Comment
Chapter 10	Special Management Area use and management	Co-ordinate with RRC
Chapter 13	Heritage sites (location, terms, accidental discovery)	Co-ordinate with RRC Note 1
Chapter 14	Traditional Use	-
Chapter 15	Identification of Site Specifics	Note 1
Chapter 16	General management	Co-ordinate with RRC
Chapter 17	Access, use	-
Chapter 18	Specified Substances vs. mineral use	-
Chapter 20	Settlement Corporation information	-
Chapter 21	Land taxation	-
Chapter 22	Economic development and employment opportunities	-
Chapter 24	TKC as legal entity [TKCSGA 9.0 (all)], delegation of power [TKCSGA 12.0 (all)], law and justice applications [TKCSGA 13.0 (all)], tax laws and status [TKCSGA 14.0 (all), 15.0(all)]	-
28.0	Training plan	-

Note 1: Canada will provide to TKC, 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 Ta'an Kwach'an and TKC, information pursuant to 22.5.5 and 22.5.6.

Note 3: Programs transferred under TKCSGA 17.0 (all) are assumed to carry their own information strategy and are not covered here. Exceptions are current Department of Indian Affairs and Northern Development programs which may require consideration under this plan.

Annex D -- Economic Planning

- 1.0 Economic Planning
 - 1.1 For the purpose of the TKCFA Plan, TKC and Government agree that economic activity by TKC as a result of economic and employment opportunities arising from the TKCFA will benefit from a cooperative approach towards implementation of the TKCFA.
 - 1.2 TKC and Government agree that economic and employment planning are best achieved when the following principles are considered:
 - 1.2.1 effective communication regarding current programs, policies, initiatives and other matters to assist in the accessing of economic opportunities;
 - 1.2.2 development of effective intergovernmental relationships between the Parties;
 - 1.2.3 effective utilization of existing Government programs and other resources to assist in economic planning; and
 - 1.2.4 cooperation between TKC and Government in the monitoring, review, evaluation and modification of their own economic development programs, policies and initiatives.
 - 1.3 The following will be helpful to accomplish the planning provisions and objectives of the TKCFA and are consistent with the principles in 1.1 and 1.2:
 - 1.3.1 Early establishment of the relationship between the Parties to ensure understanding and application of the economic and employment provisions of the TKCFA;
 - 1.3.2 Coordination of activities necessary to putting economic and employment planning provisions into effect; and
 - 1.3.3 Review 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 TKCFA Chapter 22.

Annex E -- Coordination of TKCFA and TKCSGA Implementation

General Requirements

1. TKCFA 28.3.2.6 requires the Implementation Plan to specify means for coordination of the implementation of the TKCFA and TKCSGA.
2. TKCSGA 23.1 specifies coordination of the TKCFA and TKCSGA Implementation Plans to the extent practicable.

Responsibilities

3. The TKC government and its administrative structure, as established through the TKC constitution adopted under the TKCSGA, shall be recognized as the agency responsible for the implementation, on behalf of the TKC, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the TKCFA and TKCSGA, when dealing with the TKC. Further, should any conflict arise within either government in this regard, it shall be resolved internally and TKC shall not be required to deal with such conflicts.

Specific Areas of Implementation Coordination

5. All funds flowing to TKC for implementation shall be transferred to TKC through the self-government financial transfer agreement process described in TKCSGA 16.0 (all).
6. The Dispute Resolution process of TKCFA Chapter 26 shall be used to resolve all TKCSGA disputes as described in TKCSGA 24.0 (all).

7. The TKCFA Plan general review process described in paragraph 6.1 of the TKCFA Plan and in TKCSGA 6.6.3 and 6.6.4 may be carried out simultaneously and in a coordinated fashion. Further, these reviews may be timed in such a way as to provide input to the negotiations to a new TKCSGFTA as specified by TKCSGA 16.3.6 and 16.13.
8. The information strategy carried out pursuant to the TKCFA Plan (Annex C) shall consider the TKCFA, the TKCFA Plan, TKCSGA and the TKCSGA Plan.
9. The training needs for TKC shall be integrated into a single plan which will take into account the training requirements of the TKCFA, the TKCFA Plan, TKCSGA and the TKCSGA Plan.

Other Potential Areas Requiring Coordination

10. While cross references between agreements have been provided on appropriate activity sheets, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

Potential Areas Requiring Implementation Coordination

(may include but are not limited to:)

Potential Areas Requiring Implementation Coordination		
Referenced Clause		Area of Concern
(TKCFA)	(TKCSGA)	
Definitions	Definitions	Consistent application
2	3	Rights of citizens and beneficiaries as Yukon Indian People
2.3.6	21.1	TKCFA amendments published in TKC law register
2.7.1	16.4.2	Disclosure of information
2.11.4.1	Self-Government Legislation	Legal entity
5	25	Compatible land use regarding Appendix A Settlement Land and adjacent Non-Settlement Land
5	28	TKC laws on Part 2, Appendix B Settlement Lands
19	16.8	TKCSGFTA calculation regarding compensation
20.4	15.2, 15.3.5	Tax status of settlement corporations

Potential Areas Requiring Implementation Coordination

Referenced Clause		Area of Concern
(TKCFA)	(TKCSGA)	
Definitions	Definitions	Consistent application
20.6	14.1.2	Income tax
21.2.4	14.4	Property Taxes
21.2.4, 21.3, 21.4	26	Local government services
24.10.1	5.2	Amendment of Self-Government Legislation
TKCFA	8.2.1, 8.3	Inconsistency and conflict

Annex F -- Economic Development Strategic Investment Fund

- 1.0 Audit Requirements
 - 1.1 TKC shall cause the Economic Development Strategic Investment Fund ("the Fund") to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants (Chapter 22 Schedule A Part 1 10.7).
 - 1.2 TKC shall present this audit each year to a general assembly held in accordance with the TKC Constitution (Chapter 22 Schedule A Part 1 10.7).
 - 1.3 TKC shall provide to Canada's designated representative appointed pursuant to FAIP 5.1 ("Canada's designated representative") a copy of this audit within 180 days of the end of the previous fiscal year (Chapter 22 Schedule A Part 1 10.9).
- 2.0 Annual Report Requirements
 - 2.1 TKC shall prepare an annual report comparing the activities of the Fund with the Terms of Reference in the manner and with the content set out in section 4.0 (Chapter 22 Schedule A Part 1 10.8).
 - 2.2 TKC shall present this report each year to a general assembly held in accordance with the TKC Constitution (Chapter 22 Schedule A Part 1 10.8).
 - 2.3 TKC shall provide to Canada's designated representative a copy of this report within 180 days of the end of the previous fiscal year (Chapter 22 Schedule A Part 1 10.9).
 - 2.4 Canada's designated representative shall provide TKC with background information, including a copy of the "First Nations National Reporting Guide", to aid in the completion of this annual report.

- 2.5 The Parties agree to consider amendments to the content of the annual report from time to time in the event that Canada changes the content as it applies to other Economic Development projects.
- 3.0 Duration of Reporting Requirements
 - 3.1 These reporting requirements shall apply to the Fund on an annual basis until the initial amount which was paid into the Fund by Canada is used for the purposes provided for in Chapter 22 Schedule A Part 1 10.4 (Chapter 22 Schedule A 10.10).
 - 3.2 A final audit and report shall be prepared by TKC upon termination of the Fund, in the form of the audit and annual report described above. This audit and report shall be presented to the next general assembly held in accordance with the TKC Constitution, and shall also be provided to Canada's designated representative (Chapter 22 Schedule A Part 1 10.11 and 10.12).
 - 3.3 After the receipt of the final audit and reports referred to in 3.2 by Canada's designated representative, the reporting requirements provided for in this Annex shall cease to apply.
- 4.0 Form and Content of Annual Report
 - 4.1 The form and the content of the report are as portrayed on the following:

2002 - 2003 Economic Development

Strategic Investment Fund Report

A: Identification

Strategic Investment Fund Report		
Recipient:	Ta'an Kwach'an Council	(101)
Contact:	_____	(103)
Phone:	(867) _____ - _____	(104)
Position:	_____	(105)
FAX:	(867) _____ - _____	(106)

B: Financial Summary

Revenues

Revenues		
Canada	\$ _____	(201)
Investments	\$ _____	(209)

Total Revenues	\$_____	(210)
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Expenditures / Investments

Expenditures / Investments		
Administration/Operations	\$_____	(211)
Training / Education	\$_____	(212)
Business Support	\$_____	(213)
Economic Development related	\$_____	(215)
Other (specify)	\$_____	(216)
Total Expenditures	\$_____	(217)

C: Statistical Information 2002 - 2003 Actual

Training and Employment Results:

Total Number of people placed in training programs:

Total Number of people placed in training programs		
Number employed at time of training:	_____	(302)
Number unemployed (not receiving of social assistance) at time of training:	_____	(303)
Number receiving social assistance at time of training:	_____	(304)
Number of people continuing in employment after training:	_____	(305)
Number of unemployed people placed in employment after training:	_____	(306)
Number of social assistance recipients placed in employment after training:	_____	(307)
Total number of training days:	_____	(308)
Number of students funded for secondary school equivalency programs:	_____	

Number of students funded for post secondary education:	_____	
Other Education:	_____	

Business Support Results:

Total Number of businesses assisted during the year (expansions):

Total Number of businesses assisted during the year (expansions)		
Number of existing businesses that received technical support:	_____	(310)
Number of existing businesses expanded:	_____	(311)
Number of jobs created by business expansions:	_____	(312)

Total Number of businesses assisted during the year (new starts):

Total Number of businesses assisted during the year (new starts)		
Number of new businesses that received technical support:	_____	(314)
Number of new businesses started:	_____	(315)
Number of jobs created by new businesses:	_____	(316)

Other Economic Development Related Activities:

Other Economic Development Related Activities		
Number of other related activities that received technical support:	_____	(321)
Number of new jobs created by these other related activities:	_____	(322)

D: Narrative Information (related to the 2002-2003 fiscal year)

Training, Education and Employment:

Objectives of the "Fund" - *(describe objectives contained in the "Terms of Reference")*

Resulting Activities - *(report on activities resulting from strategic investments of the "Fund")*

Business Support:

Objectives of the "Fund" - *(describe objectives contained in the "Terms of Reference")*

Resulting Activities - *(report on activities resulting from strategic investments of the "Fund")*

Other Economic Development Related:

Objectives of the "Fund" - *(describe objectives contained in the "Terms of Reference")*

Resulting Activities - *(report on activities resulting from strategic investments of the "Fund")*

Certification:

The information provided here is confirmed by:

Certification	
Name :	_____
Position :	_____
Signature :	_____
Date :	_____

Date modified:
2014-03-20