

AMENDMENT AGREEMENT

In respect of the

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

AMONG:

COUNCIL OF YUKON FIRST NATIONS

as the successor organization to the COUNCIL OF YUKON INDIANS
as represented by the Grand Chief ("CYFN");

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Senior Assistant Deputy Minister, Treaties and Aboriginal
Government, of the Department of Indian Affairs and Northern Development ("Canada");

AND:

GOVERNMENT OF YUKON

as represented by the Assistant Deputy Minister, Aboriginal Relations Division,
Executive Council Office ("Yukon");

(the "Parties" to this Amendment Agreement.

WHEREAS:

- A. As at the date hereof, Yukon First Nation Final Agreements have been signed by each of Canada, Yukon, and the following Yukon First Nations on the basis of the Umbrella Final Agreement ("UFA"):

First Nation of Nacho Nyak Dun,
Champagne and Aishihik First Nations,
Vuntut Gwitchin First Nation,
Teslin Tlingit Council,
Little Salmon/Carmacks First Nation,
Selkirk First Nation,
Tr'ondëk Hwëch'in,
Ta'an Kwach'an Council,
Kluane First Nation,
Carcross/Tagish First Nation, and
Kwanlin Dun First Nation;

- B. The three Parties to the UFA and Umbrella Final Agreement Implementation Plan (“UFAIP”) are Canada, Yukon and the Council for Yukon Indians (“CYI”);
- C. CYFN is the successor organization to CYI and is acting in the capacity of Party to the UFAIP for the purposes of this Amending Agreement;
- D. Paragraph 26 of the UFAIP allows the Parties to amend the UFAIP at any time so long as this is done by way of written agreement;
- E. Canada has provided implementation funding under the UFAIP on an annual basis since the expiry of the original 10-year funding schedule in the fiscal year of 2004-2005;
- F. The Parties now wish to amend the UFAIP to reflect recently negotiated implementation funding amounts;

NOW THEREFORE, the Parties agree that the UFAIP is amended as follows:

1. For further clarity, all references in the UFAIP to “Council for Yukon Indians” or “CYI” are deemed to be references to the “Council of Yukon First Nations” or “CYFN.”
2. A reference to “Council of Yukon First Nations” shall be added to subparagraph 8.2 immediately following the reference to the Dispute Resolution Board. The reference to “Part 5: Fiscal year adjustment factor;” shall be deleted from subparagraph 8.9. Paragraph 8 shall otherwise remain unchanged.
3. Paragraph 9 shall be amended to begin: “Subject to paragraph 19 and subject to any amendment of the Plan by the Parties...” The line item “Yukon Land Use Planning Council 2.12.2.8;” under the reference to Schedule 1, Part 1 shall be deleted. Paragraph 9 shall otherwise remain unchanged.
4. In Paragraph 10, the period following “Yukon Geographical Place Names Board 2.12.2.8” is deleted and replaced with a semi-colon, immediately following which reference to “Yukon Land Use Planning Council 2.12.2.8.” shall be added. Paragraph 10 will otherwise remain unchanged.
5. Paragraph 15 shall be amended to begin: “Subject to paragraph 19 and subject to any amendment of the Plan by the Parties...” Paragraph 15 shall otherwise remain unchanged.
6. Paragraph 19 shall be deleted and replaced by the following:

10. Schedule 1, Part 3 shall be deleted and replaced by the following:

Part 3 (2014\$) GOVERNMENT OF YUKON FUNDING TO INSTITUTIONS

<i>Fiscal Year</i>	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Fish & Wildlife Management Board	553,611	553,611	553,611	553,611	553,611	553,611	553,611	553,611	553,611	553,611
Yukon Heritage Resources Board	212,011	212,011	212,011	212,011	212,011	212,011	212,011	212,011	212,011	212,011
Yukon Geographical Place Names Board	74,418	74,418	74,418	74,418	74,418	74,418	74,418	74,418	74,418	74,418
Yukon Land Use Planning Council	627,046	627,046	627,046	627,046	627,046	627,046	627,046	627,046	627,046	627,046

11. Schedule 1, Part 4 shall be deleted and replaced by the following:

Part 4 (2014\$) GOVERNMENT OF CANADA FUNDING TO CYFN

<i>Fiscal Year</i>	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Projects/Ongoing	305,613	305,613	305,613	305,613	305,613	305,613	305,613	305,613	305,613	305,613
Training Policy Committee	210,158	210,158	210,158	210,158	210,158	210,158	210,158	210,158	210,158	210,158

12. Schedule 1, Part 5 shall be deleted, and shall be read as being marked as follows:

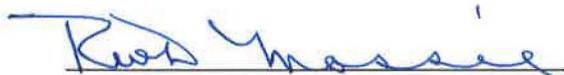
SCHEDULE 1

Part 5 [Deleted]

13. Schedule 1, Part 6 shall be deleted and replaced by the Schedule 1, Part 6 found in Annex A to this Agreement.
14. This Agreement 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.
15. Upon the signature of the last Party to this Agreement, the Agreement will be effective to April 1, 2014.

Signed _____, on the _____ day of _____, 2014

The Council of Yukon First Nations:



Ruth Massie
Grand Chief



Witness

Signed _____, on the 19th day of June, 2014

Her Majesty the Queen in right of Canada:



Joe Wild
Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Aboriginal Affairs and Northern Development Canada



Witness

Signed _____, on the 20th day of February, 2014 ⁵

The Government of Yukon:

Karyn Amour
Assistant Deputy Minister
Aboriginal Relations Division
Executive Council Office

Witness

Signed _____, on the ____ day of _____, 2014

The Council of Yukon First Nations:

Ruth Massie
Grand Chief

Witness

Signed _____, on the 9th day of February, 2014 5

Her Majesty the Queen in right of Canada:

Joe Wild
Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Aboriginal Affairs and Northern Development Canada

Nancy Boncher
Witness

Signed Whitlock, G., on the 20 day of June, 2014

The Government of Yukon:

Karyn Armour
Assistant Deputy Minister
Aboriginal Relations Division
Executive Council Office

K. L. L. L.
Witness

ANNEX A

SCHEDULE 1

Part 6 - Annual Adjustment to Funding Levels

1.0 Definitions

The following definitions apply in this Schedule:

“Annual Price Adjustor” means the three year average of the Annual Index of Price Changes for the three immediately preceding calendar years, calculated as the sum of the Annual Index of Price Change for the immediately preceding three calendar years divided by three, rounded to five decimal places, where the most recent of the three immediately preceding calendar years is the calendar year ending December 31 in the immediately preceding Fiscal Year.

“Annual Index of Price Change” means, for a calendar year, FDDIPI for the third quarter of that calendar year divided by FDDIPI for the third quarter of the immediately preceding calendar year, the source of which shall be the first publication of the FDDIPI in the *National Economic and Financial Accounts, Quarterly Estimates (Third Quarter)*, or any successor publication, published by Statistics Canada for the third quarter of the calendar year ended before the beginning of the Fiscal Year for which the Annual Price Adjustor is being calculated.

“FDDIPI” means the *Canada Final Domestic Demand Implicit Price Index*, as published regularly by Statistics Canada for the third quarter on or about November 30 of each year, in CANSIM II Table384-0039– “Implicit price index gross domestic product provincial and territorial,” or any successor index or publication.

2.0 Annual Calculation of Price Adjustor

2.1 The calculation of the Annual Price Adjustor will take place in early December of each year.

2.2 Once an Annual Index of Price Change has been calculated, the resulting Annual Price Adjustor for a Fiscal Year shall be final and shall not be subject to revision, unless otherwise agreed by the Parties. For greater certainty, subsequent revisions, re-basing or any other changes to FDDIPI figures shall not result in adjustments to the Annual Price Adjustor for previous Fiscal Years.

3.0 Annual Adjustment

- 3.1 Funding levels shall be adjusted annually from Fiscal Year to Fiscal Year by application of the Annual Price Adjustor.
- 3.2 Annual Adjustments made under section 1 shall be cumulative and the Funding level for a Fiscal Year shall be the product of the adjusted amount from the previous Fiscal Year and the Annual Price Adjustor for that Fiscal Year.
- 3.3 Nothing in section 3.1 is intended to prevent the application of such other annual adjustor as the Parties may stipulate in any Amendment Agreement.

ANNEX B

COUNCIL OF YUKON FIRST NATIONS

Mandate

The CYFN shall be the central organization providing administrative and technical support and coordination to the self-governing Yukon First Nations with respect to the implementation of their respective land claim and self-government agreements. The CYFN's implementation responsibilities under the UFA are identified in this Annex B and other activities are outlined in this Annex.

Organizational Structure

The CYFN shall be structured in accordance with its constitution.

The CYFN has established a specific department that, among its duties, carries out the CYFN's role and responsibilities with respect to the implementation of the UFA and the Yukon First Nation Final and Self-Government Agreements. The department includes a manager and support staff responsible for carrying out the CYFN's implementation responsibilities under the UFA and to fulfill the duties under this Annex.

Operations

The CYFN Department of Natural Resources and Environment shall prepare an annual budget for the funding provided under the UFAIP and work plan relating to its implementation activities. The CYFN implementation manager will convene regular meetings of the self-governing Yukon First Nation implementation representatives to, among other matters, provide input and participate in the development of the annual budgets and work plans relating to the CYFN's implementation activities.

The CYFN shall maintain its discretion with respect to the expenditure and allocation of the funding provided under the UFAIP in accordance with its internal policies and procedures taking into account the input and participation of the Yukon First Nation implementation representatives. These budgets and work plans will be recommended to the CYFN for consideration and, if appropriate, approval.

The CYFN constitution requires that the books, accounts and records of the CYFN shall be audited at least once a year by a chartered accountant and a complete and proper report thereon shall be submitted to the CYFN General Assembly for approval. The funds provided under the UFAIP would be part of this

audit. In addition, the CYFN shall provide reports to the self-governing Yukon First Nations with respect to the expenditure and allocation of funds provided under the UFAIP.

The CYFN shall determine its own procedures for hiring its staff and engaging consultants and professional services with respect to the fulfillment of its implementation responsibilities.

Activities

The CYFN's role with respect to the implementation of the UFA and Yukon First Nation Final and Self-Government Agreements has evolved significantly since 1995. In addition to its specific implementation activities noted below, the CYFN has assumed a broader role to provide technical support to the Yukon First Nations and promote collaboration and cooperation amongst the Yukon First Nations, Canada and Yukon relating to their various implementation activities. This collaboration and coordination serves to enhance the effectiveness and efficiency of their implementation efforts.

The CYFN shall convene meetings of the Yukon First Nation implementation representatives on a regular basis to, among other issues, share information and identify opportunities for collaboration and coordination. These meetings will also provide opportunities for the Yukon First Nation implementation representatives to provide input and participate in the CYFN's implementation activities and guide its evolving role and responsibilities.

The CYFN will also undertake activities to promote effective communication about the implementation of the UFA and Yukon First Nation Final and Self-Government Agreements. This communication will enhance reporting and increase transparency about the implementation process and, in particular, the implementation activities of the CYFN.

It is expected that the CYFN's implementation role and activities will continue to evolve over time and the Yukon First Nations, Canada and Yukon may identify other functions and responsibilities that can be carried out by the CYFN.

The CYFN shall undertake the following activities pursuant to its obligations as set out in the following sections of the UFA: 2.3.1, 2.3.2, 2.4.3, 3.11.2.6, 8.1.2, 8.5.2, 11.3.2, 12.3.3, 12.7.3, 12.19.3, 13.5.1, 13.11.1, 14.4.1, 20.6.3, 22.9.1, 26.5.1, 27.2.1, 28.5.1, 28.6.2, 28.7.1, 28.7.4.6. For greater certainty, the CYFN shall also undertake the following activities pursuant to its obligations as set out in the following sections of the UFAIP: 21, 22, 23, 24, 27, Annex B Part 2, Annex C and Annex E.