

Kaska Nation



***Kaska Collaboration Agreement
A Summary***

October 2011

Kaska Collaboration Agreement

Purpose:

The purpose of the Kaska Collaboration Agreement (“KCA”) is to provide a practical and legally binding agreement among the communities and citizens of the Kaska Nation to facilitate the negotiation and implementation of agreements with proponents pursuing resource development projects located within or adjacent to, Kaska Traditional Territory including mining, forestry, energy, oil & gas, and the Alaska Highway Pipeline.

The Kaska Nation is comprised of the Ross River Dena Council, Liard First Nation, Daylu Dena Council, Dease River First Nation and Kwadacha First Nation and each is a party to the KCA. The KCA is termed for an initial fifteen year period and contains provisions which are designed to mitigate against withdrawal by any of the Kaska Communities. In the event of withdrawal by a community, that community remains legally bound to any agreements previously signed by the Kaska Communities under the KCA, but may not be eligible to continue to receive benefits from such agreements.

Kaska Resource Agency:

A Kaska Resource Agency, reporting to the Kaska leadership, will be established as the administrative body to oversee implementation of all aspects of the KCA. Its responsibilities will include the development of the:

- Kaska Business Registry
- Kaska Human Resource Inventory
- Template Engagement Resource Agreements
- Template Traditional Knowledge Protocol
- KCA Intranet Site
- Annual Workplans & Budgets
- Community Consultation Policy
- Financial & Administration Policies
- Kaska Trust

The Kaska Resource Agency will be the key point of contact for proponents seeking to undertake activities in Kaska Traditional Territory. It will provide administrative support to the negotiation and implementation of resource agreements. The KCA Intranet site will be an internal password protected site for the Kaska leadership, negotiators and economic development staff.

Funding to support the Kaska Resource Agency will be sought from governments, proponents and from a percentage of revenue realized from KCA resource agreements.

Negotiations

For each negotiation on a Project carried out pursuant to the KCA, a Lead Community (“Lead”) will be identified by the Kaska Nation from the jurisdiction (Yukon or B.C.) in which the Project is located. It is understood that other Kaska Communities may be adversely affected by a particular Project or Projects based on the location or predicted environmental impacts of that Project, and in such event, communities may request, and will be granted, observer status in the negotiations and full participation in any Kaska caucus discussions in respect of the Project.

The Lead will conduct negotiations with the objective of reaching a negotiated agreement that is inclusive of the established Kaska participation guidelines with respect to environmental provisions, business opportunities, employment and financial participation. The Lead is also responsible to ensure appropriate and ongoing communication and involvement of the all Kaska Communities including access to rolling drafts and funding agreements.

Existing executed agreements will not become subject to the KCA but will be disclosed to all Kaska Communities. Where confidentiality provisions in such agreements prevent such disclosure, relief from these provisions for the purpose of informing Kaska Communities will be sought.

Approval of Negotiated Agreements

Kaska Participation Guidelines set out acceptable provisions for resource agreements to be entered into under the KCA including Exploration Agreements, Traditional Land Use, Knowledge and Occupation Protocols, Negotiation Agreements and Impact Benefits Agreements. The Participation Guidelines include provisions setting out content and preferred language, and financial participation ranges which vary by resource type and the size of the Project. These guidelines are not publicly available but will be tabled during resource agreement negotiations.

All projects within Kaska Traditional Lands will be subject to appropriate land and environmental studies including, but not limited to, a full traditional knowledge, use and occupation study (“TK”) in the Project Area. Proponents and/or the Crown will be expected to provide funding to carry out required TK studies and funding to support Kaska environmental due diligence capacity.

Agreements will be only be executed where negotiations have resulted in drafts that satisfy *both* the criteria set out with respect to the Kaska business, employment and financial participation guidelines, and which demonstrate acceptable environmental impact and mitigation plans.

The KCA contains dispute resolution processes among the communities in the event that there is not consensus among them with respect to approval of a negotiated agreement. If following dispute resolution approval, the Kaska Communities who in accordance with KCA hold at least 70% of the benefits accruing from a specific project, the agreement will be entered into on behalf of the Kaska Nation. In the event that one or more communities chose not to sign an approved agreement, those communities will not be eligible to access the benefits from that agreement until and unless they subsequently approve. The financial participation benefits that would have accrued to the Kaska Community that chooses not to be a signatory to an agreement will be held in escrow for that Community for a period not exceeding five years and will be released to that Community in the event they subsequently decide to become a signator.

Business Opportunities

The KCA establishes the process for the Kaska Communities to work cooperatively on business opportunities with an objective of maximizing the involvement of public and private Kaska businesses in all types of resource projects that operate within Kaska Traditional Territory. Kaska resource agreements will be negotiated with the objective of providing Kaska Businesses with preferred opportunities to supply goods and services to Projects operating within Kaska Traditional Territory.

Kaska Businesses are businesses which have been registered on the Kaska Business Registry and include three categories:

- Kaska National Businesses which involve all Kaska Communities through appropriate business structures including incorporation, partnerships or joint ventures;
- Kaska Community Businesses which are businesses majority owned by one or more, but not all, of the Kaska Communities; and
- Kaska Private Businesses which are businesses majority owned by one or more Kaska Citizens.

Kaska National Businesses will initially be held by Eagle Path Limited Partnership. Where appropriate, Eagle Path will enter joint venture agreements with knowledgeable industry leading partners to pursue business opportunities. Kaska National Businesses will primarily pursue contracts with a value in excess of \$2.0 million. Profits earned through Kaska National Businesses will be shared among the Kaska Communities pursuant to sharing formulas set out in the KCA.

For contracts less than \$2.0 million, the Lead community will have first opportunity to pursue business opportunities where they have demonstrated capacity. Private Kaska Businesses will be supported through provision sub-contracting opportunities and as feasible, unbundling of larger contracts.

Provisions in agreements and arrangements among the Kaska Communities entered into prior to the signing of the KCA, with respect to sharing of business opportunities and profits from business opportunities will not be affected by the KCA.

Employment Opportunities

The KCA contains provisions designed to maximize the training, employment, retention and advancement of Kaska Citizens on resource projects and the businesses providing services to those projects that are operating within Kaska Traditional Lands. Kaska will seek first opportunity for the employment of Kaska Citizens and such opportunities will be provided on an equal opportunity basis to all Kaska Citizens regardless of Project location within the Kaska Traditional Territory.

A Kaska Nation Human Resource Inventory will be established to identify Kaska individuals interested in training and/or employment opportunities. It will serve as resource for the communities and employers seeking employees. The Kaska HRI will document the skills, strengths and skill gaps in the Kaska Communities by documenting participating Members' qualifications, skills and interests and matching these with the qualifications and skills that employer's have listed for identified positions.

The Kaska HRI will also work to identify and respond to pre-employment social and health needs required to move Kaska individuals to employable status. The Kaska Nation HRI will be maintained by each Kaska Community with a central data base accessible by communities and searchable by employers. The Kaska Communities will cooperate on an ongoing basis to access training funds and training opportunities to enable their members to access training for employment on the resource and other Projects in Kaska Traditional Territory.

Additional Provisions

Oil & Gas

The KCA sets out sharing of benefits from Oil and Gas Resource Agreements that may be entered between Kaska Communities in BC or Yukon and also sets out the parameters with respect to entering of consent or benefits agreements with Yukon, British Columbia or Canadian governments including agreements related to the Southeast Yukon Oil and Gas Land Disposition Agreements.

Alaska Highway Pipeline

The KCA sets out the process for negotiation, approval and implementation of agreements between the Kaska Communities and TransCanada/ExxonMobil with respect to the proposed Alaska Highway Pipeline as well as the sharing of benefits from agreements that may be entered into by the Kaska Communities with respect to the AHP.

Negotiations at the time of signing of the KCA were being conducted separately in Yukon and B.C. The KCA sets out a preferred option of the Kaska Nation to negotiate agreements with respect to the AHP collectively. If appropriate arrangements on this option are not possible with TransCanada/ExxonMobil, separate tables continue.

Faro

The KCA sets out the terms for the Participation of the Kaska Communities and their Registered Kaska Businesses in the Business Opportunities arising from the Faro Remediation Project. It is acknowledged that Ross River Dena Council is the primarily impacted Kaska Community concerning the Faro Mine and will be the Lead Community for the Faro Project.

Current Faro Participation Funding for both RRDC and LFN will continue and will be unaffected by any of the provisions of the KCA or Schedules attached thereto. The Kaska Communities recognize that there is a working agreement between the Selkirk First Nation, RRDC and LFN for the purposes of working together and sharing on the Faro Project and that the working agreement will not be affected by the terms of the KCA and Schedules attached thereto.

Energy

The KCA also sets out the process for negotiation, approval and implementation of Energy agreements reached with proponents or governments pursuant to the KCA and this Schedule. This process mirrors the process and sharing ratios established for mining projects.