

TESLIN TLINGIT COUNCIL MINING POLICY



VERSION ONE - MARCH 2008

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Introduction to "Teslin Tlingit Council" (TTC)

It is the responsibility of TTC to protect TTC Aboriginal and constitutional rights, title and interests throughout the TTC Traditional Territory. TTC will therefore exercise its authority as required by its Constitution, its "Self Government Agreement"(SGA) and "Final Agreement" (FA) and TTC enacted laws including the Settlement Lands and Resources Act, in order to ensure that all mining activities and developments in the Territory will promote the following TTC objectives ("TTC Objectives"):

- a. protect and accommodate TTC's Aboriginal and constitutional rights, title and interests;
- b. satisfy TTC principles for environmental, economic, social and cultural sustainability, as described in Schedule C; and
- c. provide social and economic benefits directly and indirectly TTC and related businesses.

TTC seeks to work cooperatively and engage in shared decision-making with the Yukon, British Columbia, other First Nations and/or Federal Governments, in order to achieve the TTC Objectives in the context of specific mining proposals.

TTC will seek to work with those governments to help fulfill TTC Objectives in a constructive government to government relationship which:

- a. establish processes and institutions for shared decision-making about the land and resources and for revenue and benefit sharing, recognizing that these inherent rights flow from the First Nations' historical and sacred relationship with their territories;
- b. achieve First Nations' self-determination through the exercise of their aboriginal and constitutional rights, title and interests, including realizing the economic component of aboriginal title, and exercising their jurisdiction over the use of the land and resources through their own structures; and
- c. ensure that lands and resources are managed in accordance with the Final and Self Government Agreements, First Nations laws, the common law, knowledge and values and that resource development is carried out in a sustainable manner including the primary responsibility of preserving healthy lands, resources and ecosystems for present and future generations.

TTC will also consider working cooperatively with proponents who wish to enter into a relationship with TTC acknowledging and respecting TTC Objectives:

Such cooperative working arrangements will normally be based on one or more written agreements between TTC and a proponent, in order to achievement TTC Objectives during the various stages of mining projects, including exploration, development, production, decommissioning, reclamation and post-closure monitoring and maintenance.

Agreements with proponents will normally establish working arrangements and provide for TTC's participation in the applicable phases of the regulatory process, including feasibility studies, project design, environmental impact assessment, accommodation negotiations, impacts and benefits agreement negotiations and final regulatory approvals.

After concluding the steps agreed to in cooperative working agreements, TTC will consider giving consent and support for mining-related projects in the Traditional Territory. Such consent and support will be based on TTC's decision that the TTC Objectives will be fulfilled by the proposal, measures agreed to in the Environmental Assessment and the terms and conditions in an applicable Accommodation Agreement, Cooperation Agreement or an Impacts and Benefits Agreement.

Introduction to this Policy

This policy is intended to serve both to introduce mineral exploration and mining companies to the rights, title and interests of (TTC) and to guide TTC Lands & Resources staff in the administration of mineral rights and protection of the TTC Traditional Territory.

The TTC Traditional Territory includes a portion of the southern Yukon and northwestern BC. These lands are described in the maps attached as Schedule A. In the southern Yukon, TTC owns Settlement Lands which are designated pursuant to FA.

Settlement Lands are divided into Category A Settlement Lands and Category B Settlement Land and Fee Simple Settlement Lands. This policy does not apply to Category A Settlement Lands as TTC owns both the surface and subsurface rights to such lands.

On Category B Settlement Lands and Fee Simple Settlement Lands, where TTC owns the surface rights only, access requires TTC consent which will be regulated by a permit system.

On the remainder of TTC Traditional Territory, TTC and its citizens have aboriginal rights and interests in the Yukon and aboriginal title, rights and interests in BC.

Since the rights, title and interests of TTC are different in the Yukon from British Columbia, this policy is divided into two parts: one for each area of jurisdiction.

Part I deals with the Yukon where the rights, title and interests of TTC have been better defined by a FA and a SGA, both of which became effective on February 14, 1995. The FA defined the amount and location of Settlement Lands and the SGA defined the legislative jurisdiction of TTC. It is the responsibility of resource developers to know where the boundaries of these lands are located, and the rights and interests conveyed by the TTC FA.

Part II addresses rights and interests in British Columbia where the TTC Traditional Territory is still subject to unsettled aboriginal rights, title and interests.

Definitions

“Aboriginal Title” – means the form of title and tenure that is defined by the common law and includes aboriginal title that is retained in the Teslin Tlingit Final Agreement which is equivalent to fee simple title.

“Aboriginal Rights” – means those aboriginal rights as defined by the common law.

“Aboriginal Interests” – means those aboriginal interests that are not included in aboriginal title or aboriginal rights.

“Accommodation Agreement” – means a government-to-government agreement between the Crown and the TTC which describes how the latter's interests will be accommodated in respect of any Crown land-use decision.

“Advanced Exploration” – means any exploration or sampling work conducted on a mineral tenure (claims or leases) to discover or prove potential economic reserves.

“Category A Settlement Lands” – means lands which have been designated as such in the TTC Final Agreement.

“Category B Settlement Lands” – means lands which have been designated as such in the TTC Final Agreement.

“Constitutional Rights” – means those constitutional rights that are contained in the Teslin Tlingit Final Agreement and includes those rights contained in Sections 25 and 35 of the Constitution Act, 1982.

“Consult or Consultation” – means to provide:

- a. to the party to be Consulted, a notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter; and
- b. a reasonable period of time in which the party to be Consulted may prepare its views on the matter, and an opportunity to present such views to the party obliged to Consult; and
- c. sufficient resources for the party to be Consulted to retain appropriate expertise; and
- d. full and fair consideration by the party obliged to Consult of any views presented and demonstrable integration of the interests and concerns presented into the proposed plan of action;
- f. full disclosure by the Crown and/or Government of the proposed measure or action of its effect on the TTC;
- g. any consideration and disclosures must be made in good faith; and
- h. provision of adequate financial and other resources to ensure equity of bargaining strength with respect to the proposed measure or action.

“Cooperation Agreement” – means an agreement between a mining proponent and TTC that outlines the relationship between and the expectations of the Parties in general to the Agreement

“Fee Simple Settlement Lands” – means lands which have been designated as such in the TTC Final Agreement

“Impacts & Benefits Agreement” – means a comprehensive agreement between a mining proponent and TTC as to how a mineral property will be put

into commercial production and managed through to mine closure and reclamation.

“Preliminary Exploration” – means exploration by means or methods which do not include ground disturbance other than with hand tools.

“Proponent” – means an individual or company who proposes to conduct physical work in relation to exploring for or developing surface and subsurface mineral resources.

“Regional Exploration” – means mineral exploration surveys conducted in portions of the Territory, not including advanced exploration, on a mineral claim or lease.

“Traditional Knowledge” – means knowledge held by Tlingit people about Tlingit land use, local ecosystems and environmental processes, including knowledge about plants, fish, wildlife, birds, water and other environmental values.

“TTC” – means the Teslin Tlingit Council, a First Nation governing body, as defined in Section 9 of the TTC Self Government Agreement, having the capacity of a natural person and represented by the Chief Executive Officer and the Executive Council.

“Traditional Territory” or “Territory” – means the geographic area as shown on Schedule A attached.

PART I – Procedures to apply in the Yukon:

Category A Settlement Lands – proponents must meet with TTC Lands & Resources Director prior to initiating any level of exploration on Category A Lands. Developers are responsible for understanding the rights and interests conveyed by the TTC Final Agreement.

Each application will be considered on its own merits and will require an agreement with TTC.

Category B Settlement Lands – holders of mineral rights or parties intending to stake mineral rights must apply for an access permit to the lands prior to carrying out any activity.

Permit conditions will be determined on a case by case basis. Depending upon the scale of the development, Cooperation, Impact Benefit or Accommodation Agreements may be required before TTC will support the activity.

Developers are responsible for understanding the rights and interests conveyed by the TTC Final Agreement.

Traditional Territory in Yukon – proponents are to follow the requirements of Part II below unless an agreement with TTC states otherwise.

PART II - Procedures for British Columbia:

Application of Policy

This policy is triggered when a proponent submits a written request for TTC's consent and support for proposed mineral exploration or development activity in the Territory, or when a Crown agency refers such a proposal to TTC for consultation purposes.

The TTC authorized representative for responding to a request or referral is the TTC Lands & Resources Director (see Schedule B).

The Lands & Resources Director shall respond in writing within a reasonable time to any request or referral, to confirm receipt and outline next steps, and shall also:

- a. make available TTC documents relating to TTC's goals and objectives for land and resource use generally, and mining activity specifically, in the Territory (Schedule D identifies such currently available documents); and
- b. advise parties submitting requests or referrals that TTC's consent and support needs to be formally obtained from TTC, and that communications for such purposes should be through the Lands & Resources Director or through other contacts which he/she may advise.

Preliminary Evaluation of Proposal

After receiving a request or referral, the Lands & Resources Director shall obtain the following information:

- a. details about the type of mining activity proposed;

- b. proposed date of entry and duration of land-based activities;
- c. general location of proposed activity demarcated on an appropriately scaled topographic map;
- d. proposed mode of access to the Territory;
- e. proposed number of people who will be on the Territory;
- f. types of impacts anticipated;
- g. regulatory approvals required;
- h. status of proposal in regulatory process;
- i. any proposal for hiring or contracting of TTC related businesses, citizens, contractors and local people;
- j. details respecting the financing of the mining activities;
- k. details of the status of ownership or access to minerals claims (owned, leased, optioned, etc.);
- l. plans for terminating activity, site restoration, and exiting the Territory;
- m. identification of company contact person; and
- n. other project-related information that would be relevant to a TTC decision whether to support the project.

Before making a recommendation to TTC respecting a proposal for mining-related activity in the Territory, the Lands & Resources Director shall prepare a Preliminary Evaluation, to include the following:

- a. sufficient information from the proponent to properly understand the project and its potential impacts on lands and resources;
- b. location of the project site or activity area on TTC maps;
- c. a preliminary determination whether it is reasonably likely that the project would, by itself or cumulatively, have impacts on:
 - i. TTC environmental, economic, social or cultural interests or values; or
 - ii. individual Tlingit family interests or values; and
- d. a preliminary determination whether the proposal raises serious concerns, because of potential impacts or because the proposal appears to be inconsistent with:
 - i. management directions in any relevant land use or resource plan;
 - ii. the sustainability principles in Schedule C; or
 - iii. any other relevant policy, guidelines or land use plan issued or approved by TTC.

In evaluating the proposal, the Lands & Resources Director shall make all reasonable effort to consult with any potentially affected TTC families or individuals, in order to determine whether there would be any outstanding issues if the project were to proceed, in which case the Director should refer the proposal to TTC for a decision.

Where the Lands & Resources Director considers it necessary, technical advice may be obtained before completing the Preliminary Evaluation.

Upon completing the Preliminary Evaluation, the Lands & Resources Director shall:

- a. issue a written response to the proponent; or,
- b. refer the proposal to TTC, Executive Council for a decision.

Accommodation Agreement

In addition to working with industry on any project beyond preliminary exploration activities, TTC will require Government to enter into an Accommodation Agreement.

An Accommodation Agreement concluded by TTC and the Yukon, BC and/or Federal Governments shall provide for measures within the authority of those parties, and will normally include the following:

- a. the common provisions in Schedule E;
- b. environmental protection measures, including monitoring and management programs and follow-up studies;
- c. measures to protect Tlingit land use practices and rights from project impacts;
- d. measures to support TTC land use practices and rights;
- e. provisions for monitoring performance of the operation, conducting inspections and environmental audits as may be required;
- f. economic benefits to TTC community, including business and employment opportunities, community development program contributions, training and education programs, financial contributions, and any other socio-economic benefits negotiated for TTC and its citizens;
- g. mechanisms for sharing revenues from resource development;
- h. other such measures agreed by the Parties.

TTC may not conclude an Accommodation Agreement until the following events have occurred:

- a. the Environmental Assessment of the proposed project has been completed;

- b. TTC is engaged in negotiating a Cooperation Agreement or an Impacts and Benefits Agreement with the proponent; and
- c. There has been ratification of the Accommodation Agreement by Executive Council.

Decisions Respecting Proposed Exploration Activity

Where a proposal for mineral exploration work involves the use of existing access roads, helicopter, fixed wing or walking surveys, and does not include any of the following:

- a. creation of new road access;
- b. use of heavy equipment on the ground;
- c. advanced exploration and development programs (e.g., diamond drilling, bulk sampling);
- d. significant site disturbance; or
- e. development work on established mineral claims or tenures, including Crown grants;

and if the proposed activity does not raise serious concerns, the Lands & Resources Director may recommend to Executive Council proceeding with a Cooperation Agreement.

The recommendation shall:

- a. describe conditions essential for obtaining TTC support for the proposed activity or project; and
- b. describe terms and conditions necessary to protect Tlingit interests.

TTC Executive will request the proponent to sign the Cooperation Agreement providing for agreement on those terms and conditions recommended or as otherwise requested by TTC Executive. A copy of the signed document will be delivered to the Lands & Resources Director prior to initiating the proposed work and implementing any conditions stipulated in the document.

Where a proposal for mineral exploration work raises serious concerns, the Lands & Resources Director shall refer the matter to TTC Executive.

TTC may support a proposal if a Cooperation Agreement can be negotiated with the proponent to achieve the TTC objectives stated above.

The Executive Council or its designated officials has the responsibility to negotiate a Cooperation Agreement with the proponent. Where further information is required to develop terms and conditions that would promote the TTC Objectives, Executive Council may:

- a. request further information from the proponent;
- b. obtain technical advice;
- c. meet with the proponent to obtain further information or discuss terms and conditions;
- d. where necessary, request follow-up studies or field investigations by the proponent, to reduce specific areas of uncertainty about the potential effects of the activity or necessary terms and conditions.

A Cooperation Agreement shall be negotiated to achieve the TTC Objectives, and shall normally include the following elements:

- a. the common provisions in Schedule E;
- b. terms of entry to the Territory, including the following:
 - i. description of work to be undertaken;
 - ii. access routes and modes for the program;
 - iii. timing and duration of entry and exploration activity; and
 - iv. size and location of workforce.
- c. monitoring and site inspections, including role of TTC in same;
- d. plans for compensation to TTC or TTC citizens for any disturbance or interference with Tlingit land use activities or aboriginal rights, title and interests that may be affected by the exploration work;
- e. environmental protection measures, including waste management;
- f. reporting requirements to TTC;
- g. terms for leaving the Territory, including closure and reclamation measures and performance security;
- h. mechanisms for negotiating the next stage of the relationship between the parties if the subsequent exploration and development work is to be undertaken by the proponent in future years;
- i. economic benefits to TTC community, including business and employment opportunities; and
- j. other such measures agreed by the Parties.

Following efforts to conclude a Cooperation Agreement, TTC may decide to:

- a. not support the proposed project;
- b. support the proposed project on the basis of the terms and conditions included in the negotiated Agreement; or
- c. refer the matter to General Council.

Decisions Respecting Proposed Development of a Producing Mine

With respect to a proposal to develop commercial mineral production in the Traditional Territory, TTC may participate in an Environmental Assessment process and negotiations for Cooperation Agreement or Impacts and Benefits Agreement and Accommodation Agreement, if that participation receives support from General Council.

Before agreeing to participate in an Environmental Assessment process or negotiations for a Cooperation Agreement, Impact and Benefits Agreement or an Accommodation Agreement, TTC will seek to ensure that it has the necessary technical, legal and financial resources and capacity to participate effectively in the process. TTC may enter into an interim arrangement with the proponent and/or a government entity, on a without prejudice basis, for the purpose of acquiring the necessary resources and capacity.

TTC participation in an Environmental Assessment process or in negotiations for a Cooperation Agreement, an Impacts and Benefits Agreement or an Accommodation Agreement will be without prejudice to TTC's right to refuse to give consent or support for the project if it decides that the proposal, measures agreed to in the Environmental Assessment and the terms and conditions in an applicable Accommodation Agreement, Cooperation Agreement or an Impact and Benefits Agreement would not fulfill TTC Objectives.

TTC may give its consent and support for a proposal to develop commercial mineral production in the Territory, if it decides that the proposal, as modified by measures agreed to in the Environmental Assessment and the terms and conditions in an applicable Accommodation Agreement, Cooperation Agreement or an Impact and Benefits Agreement would achieve the TTC Objectives.

A decision shall be made after:

- a. the completion of an Environmental Assessment;
- b. the negotiation of an Impacts and Benefits Agreement with the proponent; and
- c. the negotiation of an Accommodation Agreement with British Columbia, Yukon and/or Canada.

A decision to ratify a proposed Impacts and Benefits Agreement or Accommodation Agreement shall be decided by General Council. A decision for TTC to give consent and support for a proposal to develop mineral production in the Territory, shall be decided by General Council.

Environmental Assessment

The TTC Objectives will serve as the terms of reference for TTC's Representatives who are participating in an Environmental Assessment process.

Before agreeing to participate in an Environmental Assessment under the YESAA, BC Environmental Assessment Act and/or the Canadian Environmental Assessment Act, of a proposal to develop mineral production in the Territory, TTC will seek to ensure that the following conditions are met:

- a. the process for the conduct of the Environmental Assessment and TTC's participation in the process will be negotiated with the Crown before the process begins;
- b. a process will be negotiated to harmonize the Environmental Assessment process with the Crown's duty to consult and accommodate the interests of TTC in respect of the project; and the TTC Mining Policy,
- c. TTC will be adequately resourced to participate in the Environmental Assessment and harmonized process.

For projects that do not trigger a YESAA assessment, TTC may deal with them as if they exceed the triggering thresholds of YESAA.

Impacts & Benefits Agreement

An Impacts & Benefits Agreement concluded by TTC and the proponent shall provide for measures within the authority of those parties, and will normally include the following:

- a. the common provisions in Schedule E;
- b. environmental protection measures, including monitoring and management programs and follow-up studies;
- c. measures to protect TTC land use practices and rights from project impacts;
- d. measures to support TTC land use practices and rights;
- e. compensation to TTC citizens or TTC for any disturbance or interference with Tlingit land use activities or interests that may be affected by the project;
- f. provisions for monitoring performance of the operation, conducting inspections and environmental audits as may be required;
- g. reporting requirements of the proponent to TTC;
- h. economic benefits to TTC community, including business and employment opportunities, community development program contributions, training and

education programs, financial contributions, and any other benefits negotiated for TTC and its citizens;

i. other such measures agreed by the Parties.

TTC may not conclude an Impacts & Benefits Agreement until the following events have occurred:

- a. the Environmental Assessment of the proposed project has been completed;
- b. TTC is engaged in negotiating an Accommodation Agreement with BC, Yukon and or Canada as applicable; and
- c. There has been approval of the Impacts and Benefits Agreement by General Council.

General Provisions

TTC actions, participation and decisions under this policy will be based on the best available Traditional Knowledge, other scientific information and expert opinion.

Proponents will normally be required to fully support TTC's costs for reviewing proposals and participating in the various phases of the regulatory process. TTC will not engage in processes related to a proposed project where such engagement would impose a substantial unrecoverable debt on TTC.

Draft agreements concluded under this policy will be legally reviewed before they are finalized or considered for ratification.

In making any Traditional Knowledge or land use information available to a mining proponent and/or the Crown for their use, TTC shall seek to conclude a written agreement between the parties for the use and security of the information which provides for the following:

- a. the information is acknowledged as the intellectual property of the TTC;
- b. the method of accessing the information by the proponent is described;
- c. the information will be used only for the stipulated purposes and for no other purpose, unless otherwise agreed to by TTC;
- d. the information will not be distributed beyond those persons in the company who have permission to see and use the information for the specified purposes, and all electronic and hard copies will be disposed of in the manner set out in the agreement;

- e. the information will not be published in any reports or maps issued by the company in a form that is not described in the agreement or otherwise not formally approved by the TTC; and
- f. any costs to TTC incurred in the production or transfer of the information are recovered from the proponent.

Except as specifically consented to in writing by TTC, this Policy and the procedures it defines are without prejudice, and nothing in this Policy or the procedures it provides for shall be construed so as to:

- a. abrogate or derogate from the protection provided for existing aboriginal or treaty rights of the TTC by the recognition and affirmation of those rights in Section 35 of the Constitution Act, 1982;
- b. abrogate or derogate from any fiduciary or other legal duty or obligation of the Crown to the TTC that may be derived from treaties, constitutional provisions, legislation, common law or express undertakings; or
- c. preclude or limit the right of the TTC to advocate before the courts any position on the existence, nature or scope of any aboriginal or treaty right of the TTC, or of any fiduciary or other legal duty or obligation owed by the Crown to the TTC.

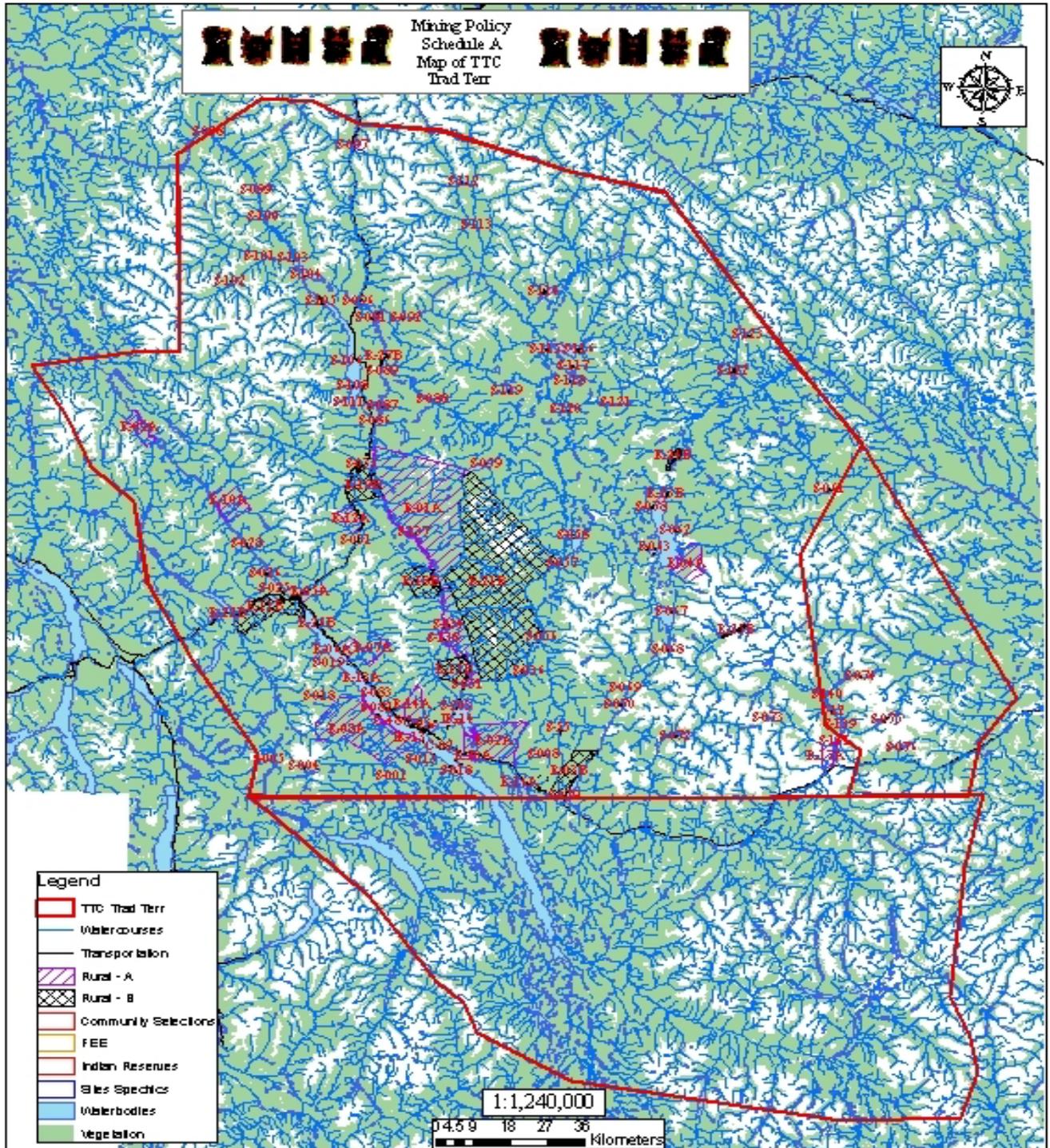
TTC shall review and make any necessary changes to this Mining Policy:

- a. no later than two years from the initial approval of the Policy; and
- b. every five years thereafter, or
- c. as required by changing circumstances

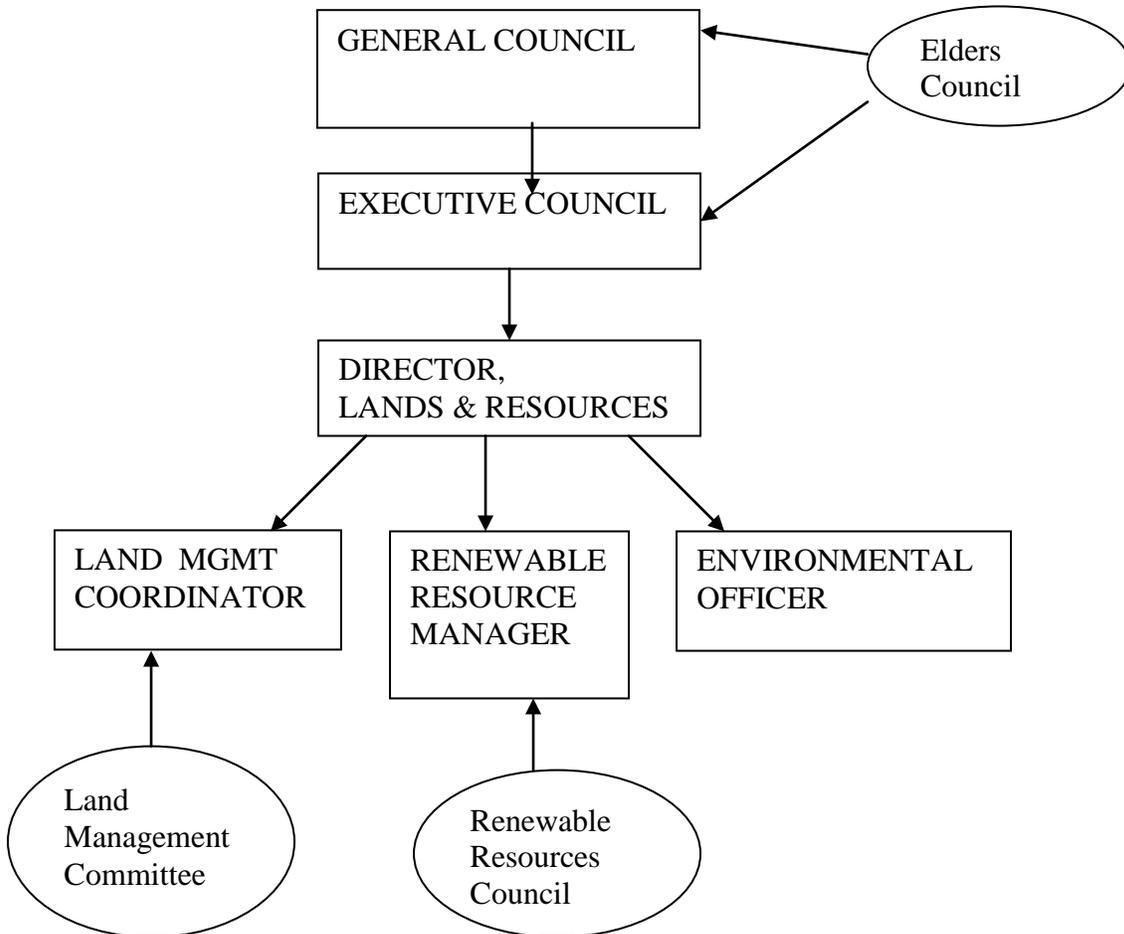
Approved by General Council on April 23, 2008

CEO on behalf of General Council

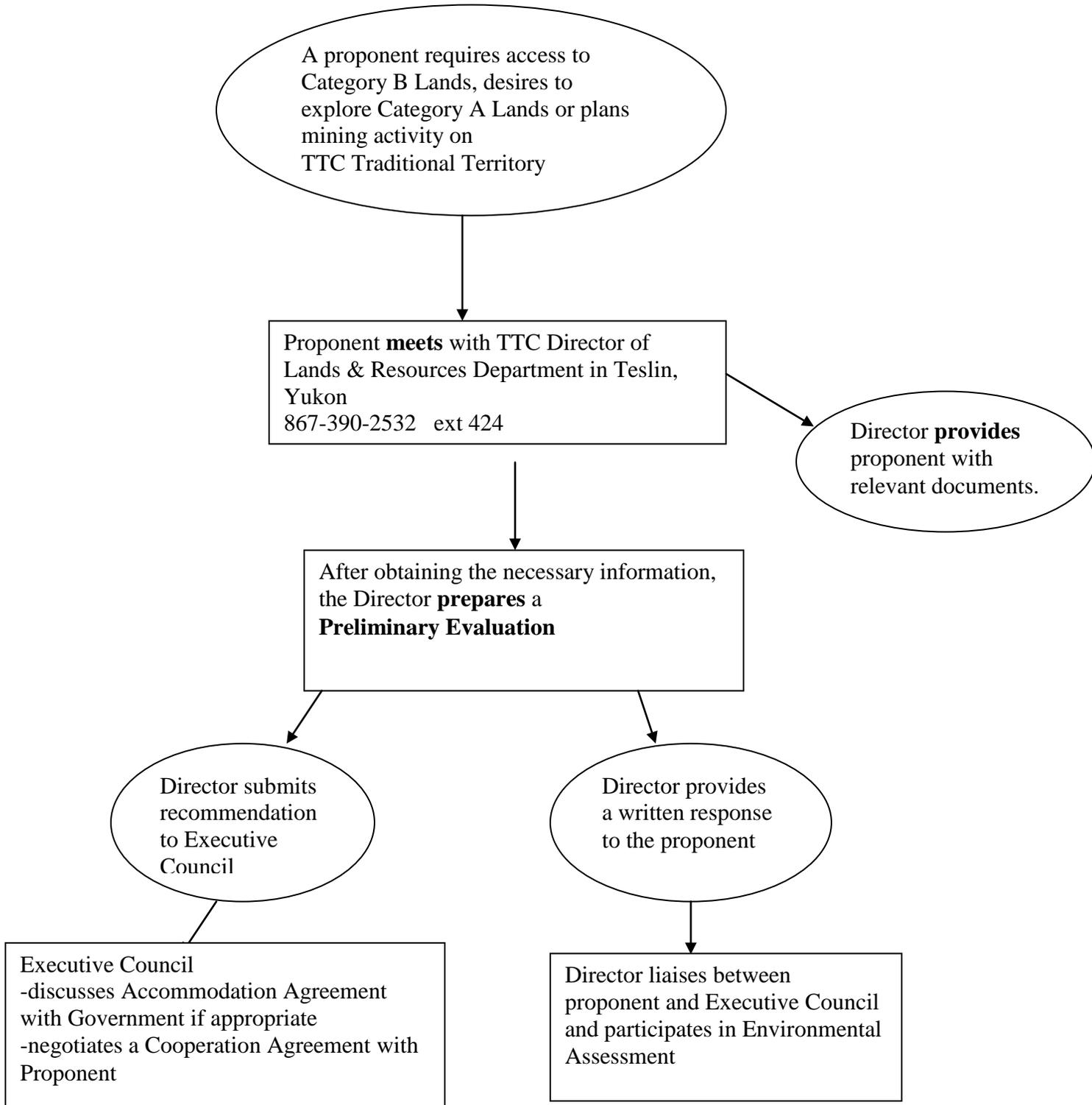
MAP OF TTC TRADITIONAL TERRITORY



TESLIN TLINGIT COUNCIL – LAND & RESOURCES COMPONENT



**DECISION-MAKING FLOW CHART FOR MINING EXPLORATION
ACTIVITY IN TTC TRADITIONAL TERRITORY**



Environmental Sustainability means that:

- 1. There is a reasonable degree of certainty that the impacts to the potentially affected ecosystem (including air, water, plants and animals) are adequately understood, and can be effectively mitigated through careful design, management plans and mitigation (including closure) to a degree acceptable to the TTC. This means that there have been satisfactory Environmental Assessment and accommodation processes conducted as provided for in YESAA, the TTC Final Agreement, the TTC Settlement Lands & Resources Act and the TTC Mining Policy. In addition, the recommendations resulting from YESAA have become obligations of the proponent.**
- 2. The project is consistent with any TTC land use plan, or other written land use and development policies or objectives of TTC for the affected portion of the Territory.**
- 3. TTC has an effective role with respect to the environmental protection measures that need to be implemented in order to maintain environmental quality.**
- 4. There are written agreements as necessary to provide for the measures required for protection of Tlingit land and resources that include a role for TTC in the conduct of the environmental protection programs throughout the life of the project.**

5. The pace of development in Teslin Tlingit Territory is itself sustainable, taking into account potential cumulative impacts from concurrent or consecutive developments, and providing an effective TTC role in managing the pace of development and avoiding significant cumulative impacts.

Economic Sustainability means that:

6. The project is consistent with any long-term economic development goals and strategy of TTC.

7. The project offers preferential economic benefits and on-the-job training to TTC citizens, and will produce an economic benefits legacy for the local area and Teslin Tlingit Nation into the future.

8. The project contributes to local economic diversity, and does not compete unfairly or undermine other TTC economic activity including, particularly, the Tlingit land-based economy.

9. The project will not impose any uncompensated economic losses on the TTC or the local community.

10. The scale and pacing of the project or projects is appropriate to the TTC population, the size and infrastructure of the community of Teslin, and the employment and other economic needs of Tlingit and other local people.

Social Sustainability means that:

11. The project provides a reasonable degree of certainty for TTC with respect to social impacts. This may require a community impact assessment process that has properly identified the adverse effects from the project on the community, and a defensible plan committed to and financed by the Government and/or the proponent which can detect and minimize social impacts to acceptable levels.

12. The project will enhance the human capital (skills, abilities, health, and education) of the community.

Cultural Sustainability means that:

14. The project respects and supports individual or collective rights and practices involving land-based cultural pursuits, or with the health and well being of the natural resources upon which Tlingit land-based cultural practices depend.

15. The project will not infringe or adversely impact the Aboriginal rights, title or interests that support the culture of the TTC.

16. The project respects and supports the transmission of TTC culture and practices from one generation to the next.

TTC DOCUMENTS RELEVANT TO LANDUSE DECISIONS

1. TTC Final Agreement
2. TTC Self Government Agreement
3. Fish & Wildlife Management Plan
4. A Forest Management Plan for the Territory of the Teslin Tlingit Council
5. Nisutlin Delta Special Management Plan
6. TTC Mining Policy
7. TTC Settlement Lands & Resources Act and regulations

All mining-related Agreements under this Policy will normally include provisions to

address the following:

1. Preamble - describing background of the Agreement;
2. Purposes of the Agreement;
3. Description of the project and the proponent;
4. Definitions of particular terms in the Agreement;
5. Protocols for communication, information exchange, and on-going liaison between the parties;
6. Mechanisms for reviewing and/or amending the Agreement;
7. Mechanisms and funding for the implementation of the Agreement;
8. Dispute resolution process;
9. Principles to guide interpretation - including a principle that the Agreement will not be construed to affect or interpret TTC legal rights or Crown obligations, and will be without prejudice to future legal and negotiation positions of the parties, except as expressly agreed;
10. Term of the Agreement;
11. Termination rights and mechanisms;
12. Agreement ensures to the benefit of, and is binding upon, the parties' respective heirs, executors, administrators, successors and assigns; and
13. Other such matters agreed by the Parties.

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