

## **Aishihik Hydroelectric Power Generation License Renewal Co-Management Protocol Agreement**

**THIS PROTOCOL AGREEMENT** (herein referred to as the “Agreement”)  
dated January 28, 2016 is

BETWEEN:

YUKON ENERGY CORPORATION

As represented by the President of Yukon Energy Corporation  
(herein referred to as the “YEC”)

AND:

CHAMPAGNE AND AISHIHIK FIRST NATIONS

As represented by the Chief  
(herein referred to as the “CAFN”)

Each being a “Party” and collectively referred to as the “Parties” to this Agreement;

WHEREAS:

- 1) The Parties recognize and respect the CAFN people have lived and relied upon the Aishihik region for sustaining a healthy, vibrant culture and traditional economy and respect CAFN’s special relationship to the land and water;
- 2) The CAFN has a vision “*to promote a healthy, unified and self-reliant people, while conserving and enhancing our environment and culture*”;
- 3) The Parties recognize and respect the CAFN Final Agreement, its purposes and objectives;
- 4) YEC operates the Aishihik Generating Station in the CAFN Traditional Territory and in planning for its continued operation, to support electrical generation that is affordable, flexible, reliable and environmentally and socially responsible;
- 5) CAFN and YEC have had a Protocol Agreement since April 2011 which focused on building a positive, respectful relationship through the research and potential development of renewable energy opportunities;

- 6) The Parties acknowledge historic challenges between CAFN and YEC, and we wish to improve working relationships, in part, through establishing a formal framework to collaborate on the renewal of the Aishihik Water License and other common objectives;
- 7) CAFN should be fully consulted, accommodated and engaged on the Aishihik Water License renewal as a Yukon First Nation, stakeholder, and potential proponent and investor;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1. PURPOSE:**

- 1.1 The purpose of this Agreement is to establish a formal co-management relationship to enable the Parties to work together to pursue common objectives for the Aishihik Water License renewal, and to strengthen relations between the Parties.

**2. OBJECTIVES**

- 2.1 Establish a Steering Committee;
- 2.2 Establish a Aishihik Advisory Committee and shared workplan;
- 2.3 Share and exchange information that is relevant to discussions as outlined in this Agreement;
- 2.4 Commit to principles of mutual respect and understanding;
- 2.5 Ensure meaningful engagement of the CAFN community;
- 2.6 Ensure Traditional Knowledge is fully integrated in the Project definition and field studies;
- 2.7 Identify economic opportunities and potential training and meaningful employment opportunities;
- 2.8 Identify other CAFN Final Agreement obligations and opportunities, and further facilitate the “honour of the Crown” principle as it may apply to YEC’s Aishihik Water License Renewal or such other opportunities, and;
- 2.9 Schedule regular meetings to ensure ongoing meaningful dialogue and reporting on progress.

**3. ESTABLISHMENT AND FUNCTIONS OF RELICENSING STEERING COMMITTEE AND AISHIHIK ADVISORY COMMITTEE**

- 3.1 The CAFN Director of Lands and Resources, and Vice President of YEC will be co-chairs and will be responsible for approving final recommended products/deliverables of the shared workplan;
- 3.2 YEC’s Director of Resource Planning and Regulatory Affairs is the Project Manager for the Aishihik Hydroelectric Power Generation License Renewal project and will be responsible for:
  - 3.2.1 Facilitating the establishment of the Aishihik Advisory Committee. This Committee shall be co-chaired by the YEC Project Manager and the

Manager of Environment and Natural Resources for CAFN. The remaining membership of the Committee shall be made up of invited representatives of the regulatory agencies, assessment bodies and stakeholders. The members of the Committee will provide advice, direction and feedback for the purposes of facilitating information exchange and streamlining the assessment and review process in an open and transparent manner;

3.2.2 Developing a workplan for the project based on input from the Aishihik Advisory Committee and in consultation with CAFN;

3.3 Members of the Steering Committee and the Aishihik Advisory Committee shall make best efforts to reach consensus on decisions, and when consensus cannot be reached, employ dispute resolution procedures with the aim of establishing acceptable outcomes to the matter(s) in dispute;

3.4 Members of the Steering Committee and Aishihik Advisory Committee shall work together through the development of a common decision-making framework that may include "Structured Decision Making" or other approaches. The framework should include methods for addressing traditional knowledge and respecting CAFN decision-making approaches;

3.5 The Aishihik Advisory Committee may employ the use of a facilitator, as may be agreed by both YEC and CAFN, with the aim of facilitating progress on the shared workplan, consensus-building, dispute resolution, and any other matters that may arise requiring such services.

#### **4. CAFN COMMUNITY ADVISORY COMMITTEE**

4.1 The Parties may establish a CAFN Community Advisory Committee in addition to the CAFN representation on the Aishihik Advisory Committee.

4.2 The purpose of establishing a CAFN Community Advisory Committee is to: facilitate early engagement; assist with scoping of interests and concerns; improve the development of the project proposal; consider project alternatives; and identify options for addressing negative effects through mitigation, monitoring and follow-up options.

4.3 CAFN will assume responsibility of selecting the membership of the CAFN Community Advisory Committee, including its administration. YEC will provide reasonable funds to CAFN to support this committee. The Aishihik Advisory Committee will recommend the scope of work of the CAFN Community Advisory Committee.

#### **5. SCOPE OF SHARED WORKPLAN**

The shared workplan shall consider matters that address:

5.1 Project Definition

5.2 Required Field Studies (e.g., Heritage, Groundwater Hydrology, Downstream impacts, fish, canal impacts to moose and caribou)

- 5.3 Impact Assessment Planning
- 5.4 Mitigation and monitoring plan
- 5.5 Preparation of proposal
- 5.6 Compensation
- 5.7 CAFN Community Engagement
- 5.8 Communications Protocol
- 5.9 Workplan amendments
- 5.10 Any other matters and the Parties may agree to

## **6. PROCUREMENT OF FIELD STUDY EXPERTISE**

- 6.1 YEC is responsible for procuring consultant and research expertise for all studies carried out under this project This includes advertising RFPs; receiving and evaluating proposals; and awarding and administering contracts YEC will develop a “Best Practice for Doing Science in a Traditional Territory” in conjunction with CAFN for an open and transparent process to formally incorporate First Nation input and knowledge throughout the contracting process. The scope of work shall be defined and/or approved by the Aishihik Advisory Committee before the RFP is released;
- 6.2 CAFN shall provide input to define the criteria and weighting of criteria for studies undertaken that relate to CAFN Heritage resources and interests, and CAFN traditional knowledge. YEC shall ensure that CAFN’s co-Chair of the Steering Committee can observe the process and be a resource to inform the evaluation of final proposals received for such studies.

## **7. COMMUNICATIONS PROTOCOL**

### 7.1 Confidentiality

Project-related documents shall be considered confidential and only shared outside the internal project teams once the Steering Committee gives approval for their release.

### 7.2 Prior Notice

Before any project-related information or document is shared with external audiences (First Nation citizens, stakeholders or the general Yukon public) the steering committee should be given prior notification, and be given the opportunity to review and sign-off on the material.

### 7.3 Media Relations

The following rules should govern all project-related communications with the media: Media releases are to be signed off by the steering committee before being sent out. All planned contact with media will be coordinated through the communications representatives at CAFN and Yukon Energy.

Before doing media interviews, the spokesperson should notify all project parties by email. Following the interview, the spokesperson should send another email to the project parties providing a summary of the conversation.

**8. MATTERS DEEMED CONFIDENTIAL**

- 8.1 The Parties may agree to negotiate a non-disclosure agreement;
- 8.2 The Parties shall enter into a CAFN Traditional Knowledge Research Agreement.

**9. PARTICIPATION IN DEVELOPMENT ASSESSMENT AND LICENCE REVIEW**

- 9.1 Notwithstanding anything in this agreement, CAFN shall retain the right to participate freely in the regulatory review and Government consultation processes, and may oppose any or all parts of what may be proposed.

**10. DURATION**

- 10.1 The term of this Agreement shall extend until December 31, 2019 at which time it may be renewed by mutual agreement of the Parties.

**11. FINANCIAL ARRANGEMENTS**

- 11.1 This Agreement shall not give rise to any financial obligation by one Party to the other, unless otherwise agreed by the Parties. Each Party shall be responsible for its costs and expenses relating to the portion of the Agreement for which it is responsible, unless otherwise agreed by the Parties.

**12. CAFN CAPACITY ASSISTANCE**

- 12.1 YEC may provide financial assistance to CAFN for the purposes of enabling successful participation of activities under this agreement due to the increased workload and demand to CAFN that would otherwise not be available.
- 12.2 A proposed budget shall be recommended upon completion of an agreed to workplan.
- 12.3 The funding provided may be reviewed and adjusted from time to time.

**13. EXTENT OF THE AGREEMENT**

- 13.1 The signing of this Agreement doesn't create any legal obligations on the part of either Party to enter into a future project and/or supply agreement.

**14. LEGAL AND REGULATORY AUTHORITY**

- 14.1 This project, and any future project(s), will be subject to legal and regulatory reviews and approvals as required under all applicable legislation.

**15. ACTS OF PARTIES AND AGENTS**

- 15.1 Each Party shall be responsible for the acts of its own employees, agents and contractors in carrying out the provisions of the Agreement.

**16. REPRESENTATIVES**

- 16.1 Each Party shall identify representatives to assume responsibility for implementing this Agreement.

**17. AMENDMENT**

17.1 Any amendments to the Agreement will be made in writing upon the consent of both Parties.

**18. TERMINATION**

18.1 Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party.

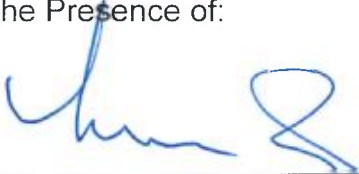
IN WITNESS THEREOF the Parties have executed, and made effective, this Protocol Agreement this 28<sup>th</sup> day of January, 2016

SIGNED on behalf of the Champagne and Aishihik First Nations



Chief Steve Smith

In the Presence of:



Witness

SIGNED on behalf of Yukon Energy Corporation



Andrew Hall, President

In the presence of:



Witness