

Memorandum of Understanding

Between



The First Nation of Na-Cho Nyak Dun



The Tr'ondëk Hwëch'in

and



The Yukon Chamber of Mines

Memorandum of Understanding

Between

The First Nation of Na-cho Nyak Dun and Tr'ondëk Hwëch'in

(Herein referred to as the "First Nations")

and

the Yukon Chamber of Mines

(Herein referred to as the "Chamber")

Collectively referred to as the "Parties"

The Parties agree to work together as described herein. This Memorandum of Understanding ("MOU") becomes effective on the date the Parties have signed it and will remain in force until terminated by one or both parties.

PURPOSE:

The purpose of this MOU is to create a framework wherein the Parties will work together for their mutual benefit.

WHEREAS the First Nations wish to preserve a way of life that is based upon an economic and spiritual relationship with the land;

WHEREAS the Chamber wishes to promote a vibrant, healthy, safe and responsible mining and exploration industry in the Yukon;

WHEREAS the First Nations' Final and Self-Government Agreements confirm the status of First Nations as governments in Canada and affirm the aboriginal rights and responsibilities of the First Nations and their Citizens throughout the First Nations' traditional territories;

WHEREAS the Chamber promotes the highest standards of technical, environmental, safety and social practices in Yukon;

WHEREAS the Parties share numerous common values and objectives, including the protection of Yukon's ecological integrity, the promotion of environmentally responsible mining, the recognition that mining makes a significant contribution to the prosperity and well-being of Yukon people, and the need to reconcile competing interests and give due regard to the public interest;

WHEREAS the Parties recognize that Yukon's mineral resources are owned, in large part, by the Crown, which means that they are part of the collective wealth of all Canadian Citizens and should be managed for the benefit of all Canadians and for future generations; and

WHEREAS the Parties wish to enhance communications and improve the relationship between Yukon First Nations and the Yukon mining industry;

NOW THEREFORE this MOU sets out the understanding of the Parties as follows:

The Parties agree:

- I. To work together to leave a positive legacy for future generations and ensure that the essential characteristics and productive capacity of the land in Yukon remains substantially unchanged;
- II. To respect Land Use Planning processes and work to ensure that social, cultural, economic and environmental policies are applied to the management, protection and use of land, water and resources in an integrated and coordinated manner so as to ensure sustainable development;

- III. To support each other in protecting and advancing their respective rights and interests;
- IV. To work collaboratively to identify issues arising from applicable legislation and regulatory processes, and where appropriate, recommend solutions;
- V. To encourage proactive and transparent consultation between Yukon First Nations and the mining industry, as soon as practicable after a miner decides to explore for minerals in the First Nations' traditional territories;
- VI. To do their best to encourage the application of this MOU to all mining activity in Yukon and all interaction between miners and Yukon First Nations, recognizing that the Chamber cannot bind its members, nor can the First Nations bind Yukon First Nations;
- VII. To encourage increased partnerships between the mining industry and Yukon First Nation communities and businesses, investigate and increase investment potential, establish and foster procurement practices that benefit Yukon First Nations, and enhance human resources development and labour force development activities with Yukon First Nation communities and people;
- VIII. To encourage open and transparent communications and to develop a communications protocol between the Parties which embraces principles such as timely and frank exchange of information and a commitment to converse prior to contentious or difficult matters becoming public;
- IX. To develop a dispute resolution process; and
- X. To endeavour to develop and advocate a common position in respect of the resource royalty regime in Yukon.

The First Nations agree:

- I. To respect the rights of miners in Yukon under the *Yukon Quartz Mining Act* and the *Yukon Placer Mining Act*, as those Acts may be amended from time to time; and
- II. To support proposals for environmentally responsible mining projects in obtaining the authorizations required through the regulatory process.

The Chamber agrees:

- I. To respect the rights of Yukon First Nations and Yukon Indian People under First Nation Final and Self-Government Agreements and the common law;
- II. To encourage its members to maximize economic and other benefits to Yukon First Nations from mining projects in their respective traditional territories;
- III. To encourage its members to initiate early dialogue with the First Nations, recognizing First Nations as an order of government, well before YESAA triggers, and to involve the First Nations in the design and development of mining projects in their respective traditional territories; and
- IV. To encourage its members to subscribe to best environment, socio-economic and cultural practices, as they may evolve from time to time.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES THAT:

- I. This MOU states the intention of the Parties to operate in good faith within its framework. This MOU does not create any legal rights or obligations.
- II. This MOU may be amended upon the written agreement of the Parties.
- III. With the consent of existing Parties, additional Parties may be added to this MOU by executing a signature page which will then become part of the MOU.

- IV. The Parties will designate a Steering Committee to be the body principally responsible for guiding and implementing this MOU. The Steering Committee will meet in person at least three times per year. The Parties will also designate a Working Group to act in support of the Steering Committee. The Working Group will meet as required, either in person or by teleconference.
- V. The Steering Committee will identify annual Priorities for each fiscal year (April 1 to March 31). The Working Group will develop an annual Workplan to achieve those Priorities, to be approved by the Steering Committee. The approved annual Priorities and Workplan will form an Annex to this MOU.
- VI. Any of the Parties may terminate this MOU at any time, in whole or in part, by serving written notice to the other. Any such termination shall become effective upon the date the notice is received by the other party.
- VII. The Parties will review this MOU within two years of signing to consider whether amendments are desired or whether to continue collaborative initiatives under this MOU.
- VIII. The principal contacts for this MOU are:
 - a. the Directors of Implementation for Na-cho Nyak Dun and Tr'ondëk Hwëch'in
 - b. the Executive Director, Yukon Chamber of Mines

SIGNED THIS 20th day of November, 2011, in the City of Whitehorse, Yukon.

FIRST NATION OF NA-CHO NYAK DUN

TR'ONDĚK HWĚCH'IN

Simon Mervyn, Chief

Eddie Taylor, Chief

YUKON CHAMBER OF MINES

Claire Derome, President