

CANADA – YUKON NATURE AGREEMENT

This Agreement for the protection, conservation and recovery of biodiversity, habitat and species at risk (“Agreement”) is made in duplicate as of _____**(Date)**

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF CANADA

as represented by the Minister of the Environment
 (“Environment and Climate Change Canada” or “ECCC”)

and

HIS MAJESTY THE KING IN RIGHT OF CANADA

as represented by the Minister of the Environment for the purposes of the
 Parks Canada Agency
 (“Parks Canada Agency” or “PCA”)

and

GOVERNMENT OF YUKON

as represented by the Minister of Environment (“Yukon”)

(each a “Participant” and collectively the “Participants”)

WHEREAS the Participants are committed to addressing the joint crises of climate change and biodiversity loss in the Yukon;

AND WHEREAS Yukon, Environment and Climate Change Canada, the Parks Canada Agency, Indigenous governments and organizations, wildlife and park management boards, renewable resources councils, the Yukon Water Board, environmental and socio-economic assessment boards and committee, Yukon Land Use Planning Council and land use planning commissions, land users and harvesters all share in the protection, conservation and recovery of biodiversity, habitat and species at risk in the Yukon;

AND WHEREAS the Participants recognize that this Agreement must be interpreted in a manner consistent with the recognition and affirmation of existing Aboriginal and treaty rights as recognized in section 35 of the *Constitution Act, 1982*;

AND WHEREAS the Participants recognize that any actions must be carried out in accordance with any applicable land claims agreements;

AND WHEREAS the Participants recognize the significant contributions made by Indigenous peoples towards the protection, conservation and recovery of biodiversity, habitat and species at risk;

AND WHEREAS the Participants are committed to engaging with, and where appropriate consulting with, affected Indigenous governments in relation to the development and implementation of the Agreement, including with respect to their constitutionally protected Aboriginal and treaty rights;

AND WHEREAS the Government of Canada is committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples, as affirmed through the enactment of the *United Nations Declaration on the Rights of Indigenous Peoples Act*, S.C. 2021, c.14;

AND WHEREAS the Participants recognize that the effective protection, conservation and recovery of biodiversity, habitat and species at risk will require long-term resourcing and cooperation in shared responsibilities;

AND WHEREAS the establishment and accounting of protected and conserved areas and other effective area-based conservation measures depends on the level of government that has jurisdiction over the lands and freshwater that are to be protected;

AND WHEREAS, in 2015, federal, provincial, and territorial governments adopted the following target, referred to as "Target 1":

By 2020, at least 17% of terrestrial areas and inland water, and 10% of coastal and marine areas, are conserved through networks of protected areas and other effective area-based conservation measures;

AND WHEREAS Canada has committed to protecting 25% of Canada's land and freshwater by 2025, working towards 30% protected by 2030;

AND WHEREAS Yukon has not yet established percentage-based protected areas targets and Yukon continues to support Canada in reaching its goals;

AND WHEREAS Yukon has ecoregion representation protected areas targets, pursuant to the *Parks and Land Certainty Act*, R.S.Y. 2002, c. 165;

AND WHEREAS Canada has the goal to establish 10 new national parks in the next five years, working with Indigenous peoples on co-management agreements for these national parks;

AND WHEREAS the National Park System Plan (1997) describes each of Canada's unique natural regions with an objective to protect a representative sample of each of these landscapes;

AND WHEREAS the Northern Interior Plateaux and Mountains Natural Region (Natural Region 7) – situated between the Coastal and Rocky Mountains and extending from northern British Columbia up into the Peel River Watershed and Ogilvie Mountains in the Yukon – remains unrepresented in the National Park System Plan;

AND WHEREAS the Parks Canada Agency contributes to conservation efforts and the tourism economy in the Yukon in delivering its mandate to - on behalf of the people of Canada - protect and present nationally significant examples of Canada's natural and cultural heritage, and foster public understanding, appreciation and enjoyment in ways that ensure the ecological and commemorative integrity of these places for present and future generations;

AND WHEREAS the Yukon Parks Strategy sets long-term direction for Yukon's territorial parks system from 2020 to 2030, and highlights how to sustainably deliver the benefits of parks, including healthy land, people and economy;

AND WHEREAS the Yukon Parks Strategy highlights opportunities for the Yukon parks system that include reconciliation and partnerships and biodiversity;

AND WHEREAS the Yukon Parks Strategy commits to build a network of protected areas, establish and operate new parks, and engage in discussions with Indigenous partners to explore how the idea of Indigenous Protected and Conserved Areas may apply in the Yukon;

AND WHEREAS the Our Clean Future Strategy commits to improving our understanding of how the natural environment is responding to climate change through using a combination of Indigenous, local and scientific knowledge and ways of knowing, doing and being, in order to protect the Yukon's ecosystems, wild species and their habitats;

AND WHEREAS the Our Clean Future Strategy commits to incorporating climate change into the design of protected and managed areas to allow native species to move, adapt and survive in the face of climate change;

AND WHEREAS the Our Clean Future Strategy commits to making recommendations to consider the impacts of climate change in regional land use and local area planning processes;

AND WHEREAS the primary instrument or approach for identifying protected and conserved candidate areas in the Yukon is through implementation of Chapter 11 of the Yukon First Nation Final Agreements, other sub-regional mechanisms, and specific agreements which may or may not consider biodiversity and/or species at risk values in addition to other environmental and socio-economic values in delineating candidate areas for further consideration;

AND WHEREAS Yukon has legislative responsibility for, among other things, wildlife management, including species at risk, and decisions respecting natural resources and territorial lands in the Yukon, and has the responsibility to lead on conservation, management, and recovery measures for species at risk in the Yukon;

AND WHEREAS Canada has legislative responsibility for, among other things, migratory birds protected by the *Migratory Birds Convention Act, 1994*, S.C. 1994, c.22, wildlife areas under the *Canada Wildlife Act*, R.S.C. 1985, C.W-9, wildlife species located on federal lands, and wildlife species listed on Schedule 1 of the *Species at Risk Act*, S.C. 2002, c.29 (“SARA”), including the authority to address recovery, as well as the protection of listed wildlife species including the individuals, their residences and critical habitat on non-federal land in certain circumstances, and national parks under the *Canada National Parks Act*, S.C.2000, c.32;

AND WHEREAS the Participants are both signatories to the Accord for the Protection of Species at Risk (1996);

AND WHEREAS the Participants have both agreed to the implementation of the Pan-Canadian Approach to Transforming Species at Risk Conservation in Canada (2018) (“Pan-Canadian Approach”);

AND WHEREAS Barren-ground Caribou, Boreal Caribou, and Wood Bison are recognized by the Participants as priority species in the Yukon under the Pan-Canadian Approach;

AND WHEREAS Yukon South Beringia is recognized by the Participants as a priority place under the Pan-Canadian Approach in the Yukon;

AND WHEREAS the SARA does not reflect the spirit of the Yukon Northern Affairs Program Devolution Transfer Agreement (“the DTA”);

AND WHEREAS section 4 of the *Department of the Environment Act*, R.S.C., 1985, C.E-10, sets out the powers, duties and functions of the federal Minister of the Environment, including related to the preservation and enhancement of the environment, and renewable resources;

AND WHEREAS section 10 of SARA provides the competent minister with the authority to enter into administrative agreements with any other government of Canada;

AND WHEREAS paragraph 8(a) of the *Parks Canada Agency Act*, S.C. 1998, c 31 allows the Parks Canada Agency to enter into agreements;

AND WHEREAS the *Government Organisation Act*, R.S.Y. 2002, c. 105 at section 2.3 and 2.4 and Order in Council 2014/174 allows Yukon to enter into an intergovernmental agreement with Canada for the purpose of, among other things, performing functions in the administration of the *Parks and Land Certainty Act*;

AND WHEREAS this Agreement is intended to be complementary to the initiation of other nature-related initiatives outside the scope of activities referenced in this Agreement;

AND WHEREAS this Agreement is not legally binding on the Participants;

NOW THEREFORE, the Participants commit to the following:

1 Definitions and Annexes

1.1 Definition

“CPCAD” means the Canadian Protected and Conserved Areas Database. This database contains the most up to date spatial and attribute data on marine and terrestrial protected areas and other effective area-based conservation measures in Canada. It is compiled and managed by ECCC, in collaboration with other federal entities, and provinces and territories;

“Critical Habitat” means, as defined in SARA, the habitat that is necessary for the survival and recovery of the species and that is identified as the species’ critical habitat in a National Recovery Strategy;

“Data” means reinterpretable representations of information in a formalized manner suitable for communication, interpretation, or processing, and includes but is not limited to data such as geospatial data, animal movement data, or data on species at risk;

“Decision Support Tool” means the document by the same name that provides guidance and criteria for evaluating areas that may contribute to Target 1. The document provides a screening tool to determine if candidate areas qualify as protected areas or other area-based conservation measures. The decision support tool document was jointly developed by provinces, territories, and the federal government;

“Fiscal Year” means a year starting on April 1 and ending on March 31 of the following year;

“Indigenous traditional knowledge” is based on the knowledge of the relationships between humans, wildlife, spirituality, environmental conditions, and landforms in a defined locality and, frequently, over lengthy time periods. In the Yukon, Indigenous traditional knowledge is not defined but generally refers to Yukon First Nations and Indigenous ways of knowing, doing and being (described as “our ways”);

“Indigenous Protected and Conserved Areas” means lands and waters where Indigenous governments and Indigenous organizations have the primary role in protecting and conserving ecosystems through Indigenous laws, governance, and knowledge systems¹. Culture and language are fundamental to these areas. Indigenous Protected and Conserved Areas can overlap with other designations, such as territorial protected areas;

“Other Effective Area-based Conservation Measures” (“OECMs”) means a geographically defined area other than a Protected Area, which is governed and

¹ Indigenous Circle of Experts Report – We rise together: Achieving pathway to Canada target 1 through the creation of Indigenous protected and conserved areas in the spirit and practice of reconciliation: the Indigenous Circle of Experts’ report and recommendations. 2018.

managed in ways that achieve long-term outcomes for the in-situ conservation of biodiversity, with associated ecosystem functions and services where applicable with cultural, spiritual, socio-economic, and other locally relevant values;

“Protected Area” means, as defined by the International Union for the Conservation of Nature, a clearly defined geographical space that is recognized, dedicated and managed, through legal or other effective means, to achieve the long-term conservation of nature with associated ecosystem services and cultural values. Protected Areas have a primary conservation objective;

“Interim Protected Area” means a clearly defined geographic space for which there is a clear public commitment and intent to complete formal establishment as a protected area as soon as possible and interim protection measures are in place that are deemed to be effective and appropriate by the relevant government and others with interest in, or rights to, the land.

1.2 Annexes and Schedule

The following Annexes are attached to and form part of this Agreement:

- Annex 1 – Aullaviat/Aunguniarvik Traditional Conservation Area Agreement
- Annex 2 – 25% by 2025
- Annex 3 – 30% by 2030
- Annex 4 – Species at Risk
- Annex 5 – Data Sharing

The following schedule is attached to and forms part of this Agreement:

- Schedule 1 – Summary of approximate funding listed by commitment category

2 Purpose

The purpose of this Agreement is to establish the framework for cooperation between the Participants for measures and plans by the Participants for the protection, conservation and recovery of biodiversity, habitat, and species at risk in the Yukon.

3 Outcomes

3.1 The following are the key outcomes expected during the life of this Agreement:

- 3.1.1 Maximizing protection of 25% of Canada's lands and freshwater by 2025 by reporting existing areas meeting the criteria of Interim Protected Area, Protected Area, or OECM to the CPCAD, and by diligently working with Indigenous governments and partners to ensure other candidate areas complete processes and consultations necessary to report them to the CPCAD by 2025.
- 3.1.2 Maximizing protection of 30% of Canada's lands and freshwater by 2030 by undertaking a number of initiatives

that will increase the available background knowledge and certainty for decisions in forthcoming land use planning processes, thereby identifying and reporting additional areas to the CPCAD by 2030.

- 3.1.3 Maximizing the protection and recovery of species at risk and their habitats by increasing knowledge collection, reporting and management of species at risk in the Yukon in line with the outcomes identified in federal recovery strategies and ensuring that knowledge is provided in a timely way to all applicable legislative and regulatory processes that may affect these species.
- 3.1.4 Advancing reconciliation through supporting Indigenous leadership in conservation by continuing to build trust, provide resources and support, and work collaboratively with Indigenous governments and other agencies to implement this Agreement.
- 3.1.5 Sharing conservation-relevant data in a manner that is publicly accessible and open by ensuring Data without specific restrictions collected under this Agreement are posted to publicly accessible websites and that sharing Data between the Participants proceeds without separate agreements.

4 Principles

- 4.1 The Participants will consider the following key over-arching principles used for the development and implementation of this Agreement:
 - **Outcome-driven:** Meaningful species at risk and conservation/Protected Area options/commitments resulting in meaningful outcomes at regional, territorial, and national scales.
 - **Grounded in knowledge:** Evidence-based decision-making, leading with wildlife, species at risk and climate science as well as Indigenous traditional knowledge, with explicit linkages to monitoring, research and data.
 - **Incremental to baseline:** Seek gains that are measurably above and beyond baseline activities and should not displace or duplicate other spending or activities supporting nature conservation.
 - **Mutually beneficial:** Seek opportunities that contribute to both federal and territorial priorities and work with Yukon to ensure actions align with land-use, development assessment, and related environmental management decision-making.
 - **Efficiency:** Build on existing agreements and commitments and seek linkages and co-benefits with other priorities (e.g., linking area-based conservation efforts to species conservation and/or climate change mitigation and adaptation).
 - **Support reconciliation with Indigenous peoples:** Recognize the principles of reconciliation. Effective and timely engagement and consultation with Indigenous governments will be undertaken, respecting Indigenous rights and title. Identify where Indigenous traditional knowledge can be included.

- **Indigenous engagement:** Achieved through normal government-to-government relationships as we work in partnership through various processes including conservation planning.
- **Respectful dialogue, communications, and responsibility**
 - **Respect for jurisdictional responsibilities:** Maintain respect for division of powers and working collaboratively where there are shared responsibilities.
 - **Respect for existing processes:** This Agreement is complementary to existing planning, development assessment and regulatory processes and does not replace or supersede them. This Agreement recognizes the importance of maintaining the integrity and neutrality of regulatory processes and authorities of arm's length boards/councils in recommendations and decision-making (e.g., Planning Commissions, Yukon Environmental Socio-economic Assessment Board).
 - **Transparency, accountability, and communication:** Seek outcomes consistent with federal commitments and priorities that are transparent, measurable, and time-bound, and with mechanisms to ensure that ECCC, PCA and Yukon are held accountable to deliver, including clear public reporting and open publication of research and data.

4.2 Design Criteria

To guide the implementation of the above principles, the Participants will ensure:

- **Senior-level commitment.** Voluntary action has been demonstrated to be most effective when the senior management of each participating party is clearly supportive of this approach to nature protection.
- **Clear goals, objectives, and measurable results.** These are essential to establish performance expectations, monitor progress and develop public trust.
 - In alignment with objectives to secure commitments from Yukon, and where applicable or necessary, Indigenous governments, to establish new or expanded protected and conserved areas, and/or OECMs.
 - Nature Agreements will include numerical performance standards and timelines wherever feasible. Where standards, guidelines or indicators are used, their relevance to the agreement's objectives will be periodically reviewed.
- **Clearly defined roles and responsibilities.** This Agreement stipulates the roles and responsibilities of the Participants to ensure accountability, delivery on performance objectives, and to secure stakeholder confidence.
- **Continual improvement and adaptive management.** The Participants will encourage continual improvement in performance through renewal of agreements where significant progress in implementation has been observed and additional progress can be achieved, and through adaptive management to increase ambition, where opportunities arise, and to address implementation challenges or gaps, where it becomes necessary.

5 Commitments

5.1 Conservation of hectares

As commitments toward habitat and ecosystem conservation and protection, and Indigenous-led area-based conservation:

- 5.1.1 Yukon will implement the Aullaviat/Aunguniarvik Traditional Conservation Area Agreement (if ratified) and, with consent from signatories of the Aullaviat/Aunguniarvik Traditional Conservation Area Agreement, will report the area to CPCAD without delay – see Annex 1.
- 5.1.2 Yukon will identify and count areas that will contribute to Canada's target to protect 25% of Canada by 2025 by advancing existing conservation initiatives and decisions in partnership with Indigenous governments and organizations in the Yukon. Yukon will increase the quantum of Interim Protected Areas, Protected Areas and/or OECMs within the Yukon by 6% over the timeframe of the Agreement if the preconditions described in (5.1.4) are met.

Specifically, Yukon aims to achieve the following reporting schedule:

- 5.1.2.1 Dàadzàii Vàn Territorial Park - Report to CPCAD as Interim Protected Area by the end of Fiscal Year 2023-2024;
 - 5.1.2.2 Pickhandle Lakes Habitat Protection Area - Report to CPCAD as Protected Area by the end of Fiscal Year 2023-2024;
 - 5.1.2.3 Peel Watershed Regional Land Use Plan: Mining claims in Peel Special Management Areas – Report to CPCAD as Protected Areas as claims are relinquished;
 - 5.1.2.4 Peel Watershed Regional Land Use Plan: Wilderness Areas – Boreal Caribou Zones – Report to CPCAD as Interim Protected Area/OECM by the end of Fiscal Year 2023-2024;
 - 5.1.2.5 Zones from the Dawson Regional Land Use Plan that meet the Decision Support Tool Criteria for Protected Areas and OECMs – Report to CPCAD upon approval of the land use plan; and,
 - 5.1.2.6 Acknowledging that there is a risk that the above reporting schedule may not be met, Yukon will explore opportunities with Indigenous governments as they arise to identify contingencies in the 1 – 2% range to add to the quantum of Protected Areas and OECMs before the end of 2025.
- 5.1.3 The Participants' commitments and milestones that will contribute towards the 25% by 2025 target are detailed in Annex 2.
 - 5.1.4 For areas eligible to be counted, Yukon will account for the respective Interim Protected Areas, Protected Areas or OECMs in the CPCAD at the earliest possible opportunity once the conditions for accounting as identified in the Decision Support Tool and Annex 2 have been met. For greater certainty, if an area is eligible to be counted as Interim Protected, Protected, or OECM, and all Indigenous governments with established or asserted rights in the area

have agreed to its status, the area will be entered into CPCAD without delay.

- 5.1.5 Yukon, with support of all Indigenous governments with established or asserted rights in the area, can propose areas in addition to those listed in Annex 2 or 3 for inclusion in CPCAD, and request additional funding to ensure they contribute to the total area protected by 2025.
- 5.1.6 Yukon commits to explore additional opportunities for contributions to Canada's protected area systems plans, including the National Parks System Plan.
- 5.1.7 The Participants commit to working collaboratively and engaging with Indigenous governments, in tripartite dialogue where Indigenous interests in national park establishment and federal tools for protection are raised within or outside of land use planning processes.
- 5.1.8 Upon initiation of a land use planning process and the negotiation of a memorandum of understanding or similar agreement, Yukon will seek permission from Indigenous governments for reporting the potential Protected Areas into CPCAD upon plan approval.
 - 5.1.8.1 For land use planning processes already underway, Yukon will seek permission from Indigenous governments for reporting of potential Protected Areas into CPCAD upon plan approval.
- 5.1.9 PCA commits to provide capacity funding support to Yukon upon commitment to proceed with a feasibility assessment for a national park project. See Annex 2.
- 5.1.10 Subject to its appropriations, priorities, and budgetary constraints, ECCC agrees to provide approximately \$1,242,600 for commitments in achieving 25% by 2025 excluding any potential funding support provided by PCA for specific projects.

Yukon identified initiatives to accelerate the potential for reaching 30% protected and conserved areas by 2030:

- 5.1.11 Yukon will identify and count areas that will contribute to the Government of Canada's targets to protect 30% of Canada by 2030 by advancing existing conservation initiatives and decisions in partnership with Indigenous governments and organizations in the Yukon. Specifically, Yukon aims to achieve the following reporting schedule:
 - 5.1.11.1 Yukon will work with relevant Indigenous governments to take steps towards reporting the following areas to CPCAD:

- 5.1.11.1.1 Agay Mene Territorial Park - Report to CPCAD as Protected Area by end of Fiscal Year 2026-2027;
 - 5.1.11.1.2 Ni'iinlii'Njik (Fishing Branch) Habitat Protection Area – Report to CPCAD as OECM by end of Fiscal Year 2027-2028; and,
 - 5.1.11.1.3 Van Tat K'atr'anahtii (Old Crow Flats) Habitat Protection Area sections outside of the core wetland complex – Report to CPCAD as OECM by end of Fiscal Year 2027-2028.
- 5.1.11.2 Peel Watershed Regional Land Use Plan: Mining claims in Peel Special Management Areas (continued) - Report to CPCAD as Protected Areas as claims are relinquished.
- 5.1.11.3 Candidate protected and conserved areas subject to regional land use plans signed and in effect by end of Fiscal Year 2030-2031 (yet to be initiated or confirmed) - Report to CPCAD as Interim Protected Area or OECM by 2030.
- 5.1.11.4 OECMs as considered and approved through discussion and decision by end of Fiscal Year 2030-2031 (if applicable and yet to be determined) from outside land use plans – Report to CPCAD as OECMs by 2030.
- 5.1.11.5 Other sub-regional, watershed, district or local area plans, flood-risk mapping, Rights in Self-determination Discussion tables, or other processes, as agreed to by Yukon and other affected governments, which are signed and come into effect by end of Fiscal Year 2030-2031 (yet to be initiated or confirmed) – Report to CPCAD as Interim Protected Areas or OECMs by 2030.

Finalizing regional land use plans throughout the Yukon is the key to both reaching 30% protected and conserved areas for 2030 and to providing certainty for future economic development in the Yukon.

5.1.12 Yukon will develop cumulative effects planning tools and policies, implement the Yukon Parks Strategy, and provide capacity for Indigenous-led conservation planning to Yukon Indigenous governments and organizations. Together, these initiatives will ensure that future regional planning processes are well-informed, and that Indigenous governments and organizations have the capacity to prioritize Indigenous-led conservation interests. These processes should lead to protected and conserved areas that will contribute to the 2030 target while respecting the land use planning process enshrined in the Yukon First Nation Final Agreements.

- 5.1.13 The initiatives that will expedite regional planning processes and therefore contribute conservation planning gains are detailed in Annex 3.
- 5.1.14 Yukon will develop a draft ecological cumulative effects framework for consultation no later than by the end of Fiscal Year 2025-2026.
- 5.1.14.1 Engagement on the draft framework will begin during Fiscal Year 2023-2024.
- 5.1.14.2 The framework will: identify valued ecological components at a regional level, working with Indigenous governments and boards and councils to review available data and information to identify data gaps and priority needs; develop draft indicators and thresholds; and will consider the potential application of OECMs in the framework.
- 5.1.15 Yukon will commence acquisition of new satellite imagery for mapping disturbances and compile post imagery data and analyses for open public access by the end of Fiscal Year 2023-2024.
- 5.1.16 Yukon will develop an ecological cumulative effects decision support tool for Northern Mountain Caribou by end of Fiscal Year 2025-2026.
- 5.1.16.1 Development will begin in Fiscal Year 2023-2024.
- 5.1.16.2 The decision support tool will contain species-habitat-stressor models for predicting the effects of development, linking disturbance to demographic data, predicting population effects, and simulating future land use change impacts.
- 5.1.17 Yukon will develop an ecological cumulative access impacts tool for key species by the end of Fiscal Year 2023-2024.
- 5.1.17.1 Development will begin in Fiscal Year 2023-2024.
- 5.1.17.2 Satellite imagery will be acquired for areas of concern where access may be impacting priority species, and a model will be developed that can describe the level of risk to those species from proposed new access and related landscape impacts.
- 5.1.18 Subject to its appropriations, priorities, and budgetary constraints, ECCC agrees to provide approximately \$9,013,650 for commitments to achieve 30% by 2030.
- 5.1.18.1 \$4,305,000 of the total in 5.1.18 will support Indigenous engagement and participation in initiatives to achieve 30% by 2030, see Annex 3, A3-1.

5.2 Species at Risk

- 5.2.1 Yukon will initiate the development of territorial species at risk legislation.
 - 5.2.1.1 Discussions with Indigenous governments on how to address species at risk in a collaborative way will begin in Fiscal Year 2023-2024.
 - 5.2.1.2 Yukon will seek a Cabinet mandate to proceed with a collaborative option to address species at risk, which could include legislative development, by the end of Fiscal Year 2023-2024.
 - 5.2.1.3 Yukon will collaborate with ECCC to ensure that its species at risk legislation is consistent with SARA. Consistency includes but is not limited to aligning requirements for recovery strategies and actions plans, and protections for species, residences, and critical habitat.
- 5.2.2 The Participants agree to continue co-leading conservation work with partners in Yukon South Beringia priority place.
 - 5.2.2.1 Annex 4 details the support and commitments that will be provided from funding tied to this Agreement.
 - 5.2.2.2 ECCC has currently committed approximately \$500,000 in existing contribution agreements to Yukon for supporting conservation work in Yukon South Beringia between Fiscal Year 2022-2023 and Fiscal Year 2024-2025, in addition to any funding associated with this Agreement.
- 5.2.3 The Participants will complete a Memorandum of Understanding or similar agreement outlining their respective roles, timing, obligations, and project notification processes as prescribed under section 79 of SARA by March 2024.
- 5.2.4 In the Yukon, administration and control of most public land was transferred to Yukon effective April 1, 2003. ECCC will work with Yukon, Indigenous governments, and northern wildlife management boards to protect critical habitat in a manner that respects the DTA and Yukon's authority to administer and control public lands and rights in respect of waters under the DTA through the following:
 - 5.2.4.1 ECCC commits to explore options to consider targeted amendments to the SARA that would make the application of that statute more consistent with devolution of lands to Yukon; and,
 - 5.2.4.2 In anticipation of legislative amendments, ECCC agrees to consult Yukon regarding a national policy on effective protection of critical habitat on non-federal land under section 61 of SARA and will finalize this policy by 2024.
- 5.2.5 For federal species at risk in the Yukon where critical habitat has been identified, the Participants will evaluate if

the critical habitat, or parts thereof, meet the OECM recognition criteria and account for it in CPCAD.

5.2.6 The Participants will continue to collaborate on conservation actions for Barren-ground Caribou, Boreal Caribou, and Wood Bison (collectively referred to as the “Priority Species” present in the Yukon), acknowledging the existing, separate contribution agreements that provide funding for, and guide, this collaboration. Conservation actions will be guided by the national recovery strategies and regional conservation, land use plans or agreements where a national recovery strategy does not exist.

5.2.6.1 ECCC has currently committed approximately \$2,500,000 in existing contribution agreements for supporting conservation work on Priority Species in the Yukon between Fiscal Year 2022-2023 and Fiscal Year 2024-2025 in addition to any funding associated with this Agreement.

5.2.6.2 Nothing in this Agreement limits the Participants from amending existing contribution agreements related to Priority Species or funding future work on these species by amending any funding agreement linked to this Agreement.

5.2.7 Yukon will use funding from this Agreement to enhance its existing work on species at risk assessment, monitoring, and conservation actions for all species not under the management jurisdiction of Canada. Where applicable, Yukon will use this information to contribute to land use planning, the development assessment process and outcomes, species recovery and management plans, harvest management decisions, and/or ecosystem level management initiatives (e.g., climate change related, prescribed/cultural burning, etc.).

5.2.7.1 Yukon will put primary effort towards the following species: northern mountain caribou, grizzly bear, wolverine, collared pika, and vascular plants at risk.

5.2.7.2 Yukon will put primary effort towards the following ecosystems at risk: alpine, meadows, and dunes.

5.2.8 Subject to its appropriations, priorities, and budgetary constraints, ECCC agrees to provide approximately \$7,093,000 for commitments regarding species at risk legislation and species at risk policy and conservation work.

5.2.8.1 \$1,620,000 of the total in 5.2.8 is for flow-through money for Indigenous engagement and participation in species at risk work.

5.3 Supporting Indigenous leadership in conservation

Commitments to support Indigenous leadership in conservation contributions for 25% by 2025:

5.3.1 Aullaviat/Aunguniravik Traditional Conservation Area

- 5.3.1.1 Through implementation of the Aullaviat/Aunguniarvik Traditional Conservation Areas Agreement (if ratified), and the separate funding directed to the Inuvialuit Parties for that agreement, the Inuvialuit will lead development of a stewardship and guardian program that will be complemented by Yukon's resources and commitments in this Agreement.
- 5.3.1.2 Prior to reporting the Aullaviat/Aunguniarvik to CPCAD, Yukon will seek consent from the Inuvialuit Parties.
- 5.3.2 Dàadzàii Vàn Territorial Park
 - 5.3.2.1 Prior to reporting Dàadzàii Vàn Territorial Park to CPCAD, Yukon will seek consent from Vuntut Gwitchin Government and the Gwich'in Tribal Council.
 - 5.3.2.2 Yukon will work with Vuntut Gwitchin Government and the Gwich'in Tribal Council on management planning and associated tools required to formally establish the area.
- 5.3.3 Pickhandle Lakes Habitat Protection Area
 - 5.3.3.1 As a member of the Pickhandle Lakes Habitat Protection Area Steering Committee, Yukon will continue to work collaboratively with Kluane First Nation and White River First Nation to complete a Recommended Management Plan.
 - 5.3.3.2 Prior to reporting Pickhandle Lakes Habitat Protection Area to CPCAD, Yukon will seek consent from Kluane First Nation and White River First Nation.
- 5.3.4 Peel Watershed Regional Land Use Plan: Mining Claims in Special Management Areas and Wilderness Areas-Boreal Caribou
 - 5.3.4.1 Prior to reporting relinquished mining claims in Special Management Areas and Wilderness Areas-Boreal Caribou in the Peel Watershed Regional Land Use Plan to CPCAD, Yukon will inform the First Nation of Nacho Nyäk Dun, Tr'ondëk Hwëch'in Government, the Gwich'in Tribal Council, and Vuntut Gwitchin Government.
- 5.3.5 Land Management Units from an approved Dawson Regional Land Use Plan
 - 5.3.5.1 Prior to reporting zones from the Dawson Regional Land Use Plan that meet the Decision Support Tool criteria for Interim Protected Area and OECMs to CPCAD, Yukon will seek consent from: Tr'ondëk Hwëch'in Government, the First Nation of Nacho Nyäk Dun, and White River First Nation.

5.3.5.2 Yukon will follow typical processes (e.g., management planning, monitoring) to formally establish areas identified through the Dawson Regional Land Use Plan, which will include collaborative implementation with Tr'ondëk Hwëch'in Government, the First Nation of Nacho Nyäk Dun, and White River First Nation.

5.3.5.3 The Participants commit to exploring opportunities for national park designation and federal tools for protection with Indigenous governments as they arise.

5.3.6 New Protected Area or OECM Proposals

5.3.6.1 The Participants commit to explore additional opportunities for contributions to 25% by 2025 with Indigenous governments as they arise, including exploring federal tools for protection related to the McIntyre Creek area near Whitehorse.

5.3.6.2 ECCC and Yukon will provide support to Indigenous governments to participate in workshops to share details on the Decision Support Tool, CPCAD, and OECMs.

Commitments to support Indigenous leadership in conservation for contributions for 30% by 2030:

Potential Protected Areas and OECMs contributing to 30% by 2030:

5.3.7 Agay Mene Territorial Park

5.3.7.1 Yukon will work with Carcross/Tagish First Nation, Taku River Tlingit First Nation, Teslin Tlingit Council to establish Agay Mene Territorial Park and develop the management plan.

5.3.7.2 Prior to reporting to CPCAD as Protected Area by end of Fiscal Year 2026-2027, Yukon will seek consent from Carcross/Tagish First Nation, Taku River Tlingit First Nation and Teslin Tlingit Council.

5.3.8 Ni'iinlii'Njik (Fishing Branch) Habitat Protection Area

5.3.8.1 Yukon will work with Vuntut Gwitchin Government to update the management plan for this Habitat Protection Area.

5.3.8.2 Prior to reporting to CPCAD as OECM by the end of Fiscal Year 2027-2028, Yukon will seek consent from Vuntut Gwitchin Government.

5.3.9 Van Tat K'atr'anahtii (Old Crow Flats) Habitat Protection Area sections outside of the core wetland complex

5.3.9.1 Yukon will work with Vuntut Gwitchin Government to update the management plan for this Habitat Protection Area.

5.3.9.2 Prior to reporting to CPCAD as OECM by end of Fiscal Year 2027-2028, Yukon will seek consent from Vuntut Gwitchin Government.

5.3.10 New opportunities for Indigenous Protected and Conserved Areas and OECMs for 30% by 2030:

5.3.10.1 Yukon will provide funding to Indigenous organizations with an interest in developing conservation plans that would feed into future land use planning or other planning processes.

5.3.10.2 Other sub-regional, watershed, district or local area plans, flood-risk mapping, Rights in Self-determination Discussion tables, or other processes, as agreed to by Yukon and other affected governments, which are signed and come into effect by the end of Fiscal Year 2030-2031 (yet to be initiated or confirmed) – Report to CPCAD as Protected Areas or OECMs by 2030.

5.3.11 Ecological Cumulative Effects Framework to inform land use planning:

5.3.11.1 Yukon will engage with Indigenous governments on developing the ecological cumulative effects framework.

Commitments to support Indigenous leadership in species at risk:

The following highlights work in the preceding commitments that supports the Purpose and Outcomes of this Agreement:

5.3.12 Yukon will invite and encourage Indigenous governments to engage in the development of species at risk legislation.

5.3.13 The Participants will continue to collaborate with all First Nations participating in the Yukon South Beringia priority place.

5.3.13.1 Funding support from ECCC for First Nation participation in Yukon South Beringia will continue to be managed outside of this Agreement.

5.3.14 Yukon will continue to implement the Conservation Agreement for the Conservation of Boreal Caribou with the First Nation of Nacho Nyäk Dun and Gwich'in Tribal Council.

5.3.15 Yukon will continue to work with Kluane First Nation, Champagne and Aishihik First Nations, Little Salmon/Carmacks First Nation, and White River First Nation on management, conservation, and recovery of Wood Bison.

5.3.16 The Participants will continue to collaborate with signatories to the Porcupine Caribou Management Agreement for managing and conserving the Porcupine Caribou (barren-ground caribou) herd.

- 5.3.17 Yukon will engage Indigenous governments on conservation tool development for Northern Mountain Caribou herds.
- 5.3.18 The Participants commit to respectful inclusion and use of Indigenous traditional knowledge in habitat protection and species at risk monitoring, assessments, recovery planning and conservation actions.
- 5.3.19 A total of approximately \$5,925,000 is allocated within this Agreement for Yukon to provide to Indigenous governments for collaboration and engagement on commitments by the Participants.

5.4 Data sharing

- 5.4.1 The Participants will make any Data collected or produced during activities associated with this Agreement open to the public as soon as practicable, except for Data that are subject to valid exceptions, such as ownership by a third party, security, privacy, and confidentiality, as determined by Participants based on their relevant legislation and open data policies, including draft policies.
- 5.4.2 The Participants will freely share any Data collected or produced during activities associated with this Agreement between each other without a separate data sharing agreement, as set out in more detail in Annex 5.

6 Financial arrangements and support

- 6.1 This Agreement does not create an instrument to transfer funds. The Participants agree that a contribution agreement is required to transfer funds. A summary of approximate, proposed funding support for this agreement is in Schedule 1.
- 6.2 Recognizing the significant financial investments required to protect, conserve, and contribute to the recovery of biodiversity, habitat and species at risk, the Participants will work together to identify needs, priorities and funding opportunities to implement measures to achieve the Purpose and Outcomes identified in this Agreement.
- 6.3 Participants will sign one or more contribution agreements to support the implementation of this Agreement. The Participants recognize that implementation of this Agreement is subject to their respective appropriations, priorities, and budgetary constraints.
- 6.4 ECCC will contribute approximately \$5,925,000 to support the participation of Indigenous partners to achieve the Purpose and Outcomes of this Agreement. 18% of these funds will support Yukon to coordinate and facilitate Indigenous engagement and 82% of these funds will provide direct support to Indigenous organizations for participating in activities related to all aspects of this Agreement.
- 6.5 Subject to the terms of the separate contribution agreement, funding associated with this Agreement will expire on March 31, 2026, before which time the Participants will reassess progress and consider an amended or new funding agreement.
- 6.6 PCA will financially support the establishment process for any new national parks in the Yukon as well as the ongoing planning, management, and administration of any new national park area. Funding for any specific PCA project falls outside any financial terms of this agreement.

7 Reporting

7.1 Yukon will report publicly on progress in implementing this Agreement annually in May of each year, starting in 2024.

7.1.1 The progress report will be prepared in plain language and will, at a minimum, report on outcomes achieved for any commitments scheduled for the Fiscal Year preceding the reporting date.

8 Governance

8.1 For the purposes of this Agreement, the Representatives from each jurisdiction are:

8.1.1 Canada: the Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada or their appointed delegate

8.1.2 Yukon: the Assistant Deputy Minister of Corporate Services and Climate Change, Department of Environment or their appointed delegate

8.2 The Representative is in charge of reporting and advising on the actions of that Participant to be carried out to implement this Agreement and to ensure communication, collaboration, and cooperation between the Participants occurs in a timely manner. The Representatives or delegates will meet at least annually, with additional technical meetings as necessary to review implementation of this Agreement.

8.3 The Representatives will identify primary and alternate contacts with respect to the implementation of this Agreement.

8.4 The Yukon Representative will meet with the Vice President of Protected Areas Establishment and Conservation Directorate of PCA at minimum once annually to discuss PCA protected areas projects.

8.5 The administration and day-to-day implementation of this Agreement will be carried out on behalf of Canada by officials of the Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada.

8.6 The administration and day-to-day implementation of this Agreement will be carried out on behalf of Yukon by officials of the Assistant Deputy Minister of Corporate Services and Climate Change.

9 Dispute resolution

9.1 If a dispute arises out of, or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination, the Participants will attempt to resolve the dispute as follows:

9.1.1 The primary and alternate contacts identified in paragraph 8.3 will attempt to resolve the dispute through discussions; and,

9.1.2 If these discussions do not resolve the dispute, the primary and or alternate contacts will refer the dispute to the Representative of each Participant.

10 Duration, amendment, and termination

- 10.1 This Agreement will come into effect on the date of the last signature and will remain in effect for a term of ten years, unless terminated earlier by one of the Participants.
- 10.2 The Participants may amend this Agreement, including any of the Annexes, with the written mutual consent of the Representative of each Participant prior to the expiry of this Agreement.
- 10.3 The Participants may extend the term of this Agreement with the written mutual consent of the Representative of each Participant prior to the expiry of this Agreement.
- 10.4 The Representative of any Participant may terminate this Agreement by giving 90 days written notice of termination to the other Participants.

11 Interpretation

- 11.1 This Agreement, including any Annexes, will be read as a whole and constitutes the entire agreement between the Participants and no oral or written representations on its subject matter are valid unless incorporated into this Agreement.
- 11.2 This Agreement does not create an instrument to transfer funds. The Participants agree that a contribution agreement is required to transfer funds.
- 11.3 This Agreement is not legally binding.
- 11.4 This Agreement does not create any new legal powers or duties, nor does it alter existing powers and duties, including those established by any federal or territorial legislation. The Participants do not relinquish any jurisdiction, right, power, privilege, prerogative or immunity by virtue of this Agreement.
- 11.5 The Agreement does not, in any manner, alter the Aboriginal or treaty rights of any Indigenous peoples, including those as defined in any Final Agreement.
- 11.6 The Participants acknowledge that this Agreement does not supersede existing government-to-government agreements.

12 Counterparts

This Agreement may be signed in several counterparts and each counterpart will constitute an original document. These counterparts taken together will constitute one and the same Agreement. The Participants agree that signed counterparts may be transmitted electronically and that such counterparts will be treated as originally signed instruments. Each Participant will provide the others with a copy of the original Agreement bearing actual original signatures within a reasonable period of time following signature of this Agreement, if requested.

13 Signatures

Signed, in English and French, each version being equally valid.

_____ (signature)

_____ (name)

_____ (title)

On behalf of His Majesty the King in right of Canada, as represented by the Minister of the Environment

Government of Canada

Signed this _____ day of _____, 2022.

_____ (signature)

_____ (name)

_____ (title)

On behalf of His Majesty the King in right of Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency

Government of Canada

Signed this _____ day of _____, 2022.

_____ (signature)

_____ (name)

_____ (title)

On behalf of the Minister of the Environment

Government of Yukon

Signed this _____ day of _____, 2022.

Schedule 1: Summary of approximate funding proposed for this Agreement, by commitment category and fiscal year

Commitment Category	Fiscal 2023/24 total	Fiscal 2024/25 total	Fiscal 2025/26 total	Totals
<i>25% x 2025</i>	\$414,200	\$414,200	\$414,200	\$1,242,600
<i>30% x 2030</i>	\$945,350	\$1,005,350	\$885,350	\$2,836,050
<i>Species at Risk</i>	\$1,859,500	\$1,813,500	\$1,800,000	\$5,473,000
<i>Indigenous Engagement</i>	\$1,685,000	\$2,520,000	\$1,720,000	\$5,925,000
<i>Data Management</i>	\$624,200	\$624,200	\$624,200	\$1,872,600
<i>Aullaviat/Aungunairvik Traditional Conservation Area Agreement</i>	\$545,620	\$426,465	\$426,465	\$1,398,550
<i>Admin Fee (10%)</i>	\$607,387	\$680,372	\$587,022	\$1,874,780
TOTALS	\$6,681,257	\$7,484,087	\$6,457,237	\$20,622,580

Annex 1: Yukon Commitments and Costs for implementing the Aullaviat/Aungunairvik Traditional Conservation Area Agreement

1 Purpose

This annex provides additional detail to commitments made by the Participants in the Agreement regarding work to help Canada achieve 25% of the landscape in recognized conservation areas by 2025 specific to the North Slope of the Yukon, in the Inuvialuit Settlement Area. This annex is not an agreement to transfer funds and listed amounts are subject to finalization when the Participants complete a contribution agreement.

2 Implementing the Aullaviat/Aungunairvik conservation area agreement

The Aullaviat/Aungunairvik (A/A) Traditional Conservation Area Agreement (if ratified) between Inuvialuit Regional Corporation (IRC), Yukon, and Environment and Climate Change Canada will set out a plan to implement the Wildlife Conservation and Management Plan (WCMP) through creation of a stewardship and guardian program in Aklavik, Northwest Territories. The Yukon's activities to implement will enable the Yukon to work with the IRC and community of Aklavik to collaboratively implement the stewardship and guardian program envisioned through the Aullaviat/Aunguniarvik Inuvialuit Conservation Area Agreement. Schedule A1-1 below describes those activities and the expected results.

Schedule A1-1: Yukon commitments and costs to implement the Aullaviat/Aunguniarvik Inuvialuit Conservation Area Agreement

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
Contribution towards 25% Target	\$0	\$0	\$0	\$0	(1) Agreement ratified between Yukon, Inuvialuit Regional Corporation and Environment and Climate Change Canada (2) Inuvialuit agreement to report to CPCAD as Protected Area	8,400 km ² reported to CPCAD as Protected Area upon signing of Nature Agreement	December 2022
Conservation Officer to work with Aklavik Guardians and the Wildlife Management Advisory Council-North Slope (WMAC-NS)	\$204,620	\$85,465	\$85,465	\$375,550		Position hired	April 2023
Wildlife biologist and technician to focus on A/A and WCMP implementation with Aklavik Guardians and WMAC-NS	\$201,000	\$201,000	\$201,000	\$603,000		Positions hired	April 2023
Wildlife monitoring for A/A and WCMP implementation	\$100,000	\$100,000	\$100,000	\$300,000		Wildlife Inventory for Aullaviat/Aunguniarvik complete in collaboration with WMAC-NS	March 2026
Operations and Maintenance for A/A and WCMP Implementation	\$40,000	\$40,000	\$40,000	\$120,000		Specifics will be included in the Contribution Agreement	N/A
TOTAL				\$1,398,550			

ANNEX 2: CONTRIBUTIONS TO 25% BY 2025

1 Purpose

This annex provides additional detail to commitments made by the Participants in the Agreement regarding work to help Canada achieve 25% of the landscape in recognized conservation areas by 2025. This annex is not an agreement to transfer funds and listed amounts are subject to finalization when the Participants complete a contribution agreement.

2 Protocols/understanding for reporting new and interim areas to Canada’s Protected and Conserved Areas Database (CPCAD)

Shared understanding of screening criteria for reporting to CPCAD

The Participants agree to strive for consistency in interpreting the Decision Support Tool, by providing the additional context, *in bold italics*, to three of the nine criteria from the Decision Support Tool:

- **Effective means 1 and Effective means 2** - Protected Areas and OECMs must be managed in a way that leads to the in-situ conservation of biodiversity. This requires a way of controlling or managing what occurs on the site. For instance, governing authorities must have the ability to prevent incompatible activities (effective means – 1) and must also ensure that these activities are prevented to ensure the biodiversity outcomes (effective means – 2). *For greater certainty, effective means 1 or 2 does not necessarily require that final legislative or regulatory tools are fully complete, nor does it always require land withdrawals (e.g., a combination of management plans, land use designations in a land use plan, and low risk of threats to biodiversity can also be adequate).*
- **Long-term** - The intended effect of the criterion is that the area is permanently protected or conserved. *For greater certainty, parties will seek permission from Indigenous governments, and will report areas that may not have legislative protection but demonstrate a high degree of difficulty associated with reversing a mechanism (e.g., protected areas or OECMs identified in an approved co-management plan or land use plan).*

The Participants have agreed that no additional clarity is required for the remainder of the criteria:

- **Timing** - The intended effect of the criterion is that biodiversity is protected or conserved year-round.
- **Scope of Objectives** - The intended effect of the criterion is that the area’s objectives, when taken together, are sufficient to lead to the in-situ conservation of biodiversity as a whole.
- **Primacy of Objectives** - The intended effect of the criterion is that the area’s objectives result in the in-situ conservation of biodiversity. Overall, if the in-situ conservation of biodiversity is compromised by activities or uses undertaken in the service of other objectives, the area should generally not be considered a Protected Area or OECM.
- **Governing Authorities** - The intended effect of the criterion is that relevant governing authorities do not jeopardize the in-situ conservation of biodiversity.
- **Biodiversity Conservation Outcomes** - The intended effect of the criterion is that biodiversity is conserved in-situ.
- **Geographical Space** - The intended effect of the criterion is that the area is demarcated with clearly defined and agreed-upon borders.

Schedule A2-1 – Expected outcomes and costs related to reporting new and interim areas to CPCAD

Objective	Cost	Conditions	Result or Indicator(s)	Date
Respect reconciliation efforts and Indigenous consultation obligations prior to reporting to CPCAD	\$0 (principle-based activity)	Indigenous consent required to report to CPCAD	All areas reported to CPCAD by Yukon have clearly communicated consent from the Indigenous government(s) with Treaty and Aboriginal rights for that geographic area	Ongoing
Build upon the Decision Support Tool ¹ requirements for Protected Areas or OECMs	\$0 (principle-based activity)		Areas are reported as soon as possible when conditions are met. Yukon is not required to wait for the annual call for CPCAD Total hectares reported as interim before 2025 and 2030	Ongoing
Have approval from signatories to count conservation areas in new land use plans in CPCAD upon signing new final land use plans or agreements with conservation areas	\$0 (principle-based activity)	none	Yukon collaborates with all necessary governments to seek understanding and commitment that signing a final land use plan or other agreement related to recognizing or establishing a conservation area is also formal consent from all signatories to count and report that area in CPCAD	Start appropriate discussions to allow this for the Dawson Land Use Plan and determine how this becomes embedded in all new land use planning processes

3 Other Effective Conservation Measures (OECMs)

ECCC will work with Yukon to coordinate a communications-based approach to socialize the “Other Effective Conservation Measures” concept, and its potential application in the Yukon. This may include social media, web-based reference material, in-person workshops with Indigenous partners, industry, and government in the Yukon. The desired outcome of the OECM communications is to ensure that all interested parties understand the OECM definitions, feel confident exploring OECM potential in the Yukon, and for ECCC, to better understand concerns and interests from Indigenous governments, industry, and government. Specific deliverables are outlined in Schedule 2 below.

¹ https://static1.squarespace.com/static/57e007452e69cf9a7af0a033/t/608072ffe432dc2f539ecf9e/1619030785401/DST_EN_03-2021%282%29.pdf

Schedule A2-2 – Expected outcomes and costs for Other Effective Conservation Measures

Objective	Cost	Conditions to deliver on the result	Result or Indicator(s)	Date
Canada and Yukon co-host Protected Areas, Decision Support Tool and OECEM workshop in Yukon	Canada – in kind	The workshop on the Decision Support Tool, CPCAD, and OECEMs will be co-hosted by Canada and Yukon The workshop will be for Indigenous organizations, and industry	Workshop complete	December 2023
	Yukon – in kind		“What we heard” report produced from the workshop and shared with participants	December 2023
			Explore opportunities for screenings for OECEMs after workshop	Ongoing
Collaboratively develop communications products on OECEMs	Canada – in kind Yukon – in kind	Any Yukon-specific communications materials will be jointly developed with Yukon officials	Social media and web-based materials produced	December 2022 through March 2026

4 Reporting targets towards 2025

Yukon aspires to contribute 6% or more towards the 25% by 2025 Targets. The resources required to report those areas, along with a targeted timeline are listed below in Schedule 3.

Schedule A2-3 – Expected funding and results for reporting areas to CPCAD for 2025

Objective	Cost				Conditions to deliver on the result	Result or Indicator(s)	Target Date
	23-24	24-25	25-26	Total			
Yukon conservation capacity funding includes: -Interim Territorial Park operating costs -2 Full-time staff (Senior Park Planner, and Protected Areas Specialist)	\$414,200	\$414,200	\$414,200	\$1,242,600	Indigenous consent required prior to reporting to CPCAD	<ul style="list-style-type: none"> – Peel Protected Area Establishment (already reported to CPCAD) – Orders in Council and management plans complete for Peel Special Management Area (SMA) – Peel SMA Mining Claims (up to 3,554km²) reported to 	Report to CPCAD as Protected Areas as Mining Claims are relinquished 2022-2025

Objective	Cost				Conditions to deliver on the result	Result or Indicator(s)	Target Date
	23-24	24-25	25-26	Total			
-costs associated with park planning and enabling commitments						CPCAD as Protected Areas as claims are relinquished	
					Indigenous consent required prior to reporting to CPCAD	Dàadzàii Vàn Territorial Park (1,525 km ²) reported to CPCAD as Interim Protected Area	December 2023
					Indigenous consent required prior to reporting to CPCAD	Pickhandle Lakes Habitat Protected Area (51 km ²) reported to CPCAD as Protected Area	December 2023
					Indigenous consent required prior to reporting to CPCAD	Peel Watershed Regional Land Use Plan: Wilderness Areas – Boreal Caribou Zones (2,069 km ²) reported to CPCAD as Interim Protected Area/OECM	December 2024
					Indigenous consent required prior to reporting to CPCAD	Zones from the approved Dawson Regional Land Use Plan that meet the Decision Support Tool Criteria for Protected Area and OECM are reported as interim (current Recommended Plan includes ~13,598 km ²)	Upon approval of the Dawson Regional Land Use Plan (anticipated before 2025)
Capacity funding to Yukon for national park establishment and for work associated with feasibility assessments and negotiations for one or more areas being considered for national park establishment	Up to 1.0 FTE per national park project	Up to 1.0 FTE per national park project	Up to 1.0 FTE per national park project	Up to 1.0 FTE per national park project	Funding to be provided via separate project-specific contribution agreement(s) with PCA Funding provided upon commitment to proceed with feasibility assessment for a national park project	Completion of feasibility assessment(s) or negotiations following a completed feasibility assessment for one or more areas being considered for national park establishment	2025
TOTAL				\$1,242,600			

Annex 3: Contributions to 30% by 2030

1 Purpose

This annex provides additional detail to commitments made by the Participants in the Agreement regarding work to help Canada achieve 30% of the landscape in recognized conservation areas by 2030. This annex is not an agreement to transfer funds and listed amounts are subject to finalization when the Participants complete a contribution agreement.

2 Conservation planning capacity and resources for Indigenous partners

The potential total area for conservation through these processes is unknown and will be determined through future planning processes. The foundational investments in Indigenous conservation planning are expected to allow enhanced Indigenous leadership and participation in those processes, and by March 2026, there may be a clearer path to 30% by 2030 through this investment.

The goal of this initiative is to provide conservation planning capacity and resources to Indigenous partners, so that Indigenous partners have considered and prepared conservation interests for future regional and sub-regional land use planning processes, and input to Yukon’s Park System Plan – which in turn will lead to potential hectare gains by 2030 through regional planning processes or other agreements. Yukon will consider options to support Indigenous leadership in conservation planning through provision of capacity/resources to Indigenous organisations for outcomes such as: collecting and analysis of traditional knowledge, mapping important places, traditional place names, and potential Indigenous-led area-based conservation areas.

The land use planning processes and/or negotiated agreements that offer opportunities for contributions to the 30% goal include potential for new conservation through:

- the next Chapter 11 regional planning process(es) to follow the Dawson Regional Land Use Plan;
- potential for conservation or OECM-compliant zoning through sub-regional planning processes;
- recognition of Indigenous Rights in Self-determination Discussion (RIRSD) tables; and
- new Final Agreements with First Nations.

Schedule A3-1 – Anticipated Costs and Outcomes to support 30% by 2030 via Indigenous support and the Parks Plan

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
Contributions to CPCAD towards the 30% by 2030	0	0	0	In kind	Indigenous consent required prior to reporting to CPCAD	Agay Mene Territorial Park - Report to CPCAD as Protected Area	December 2026
					Continued FTE support beyond 2025-26	Ni'iinlii'Njik (Fishing Branch) Habitat Protected Area – Report to CPCAD as OECM	December 2027
						Van Tat K'atr'anahtii (Old Crow Flats) Habitat Protected Area sections outside of the core wetland complex – Report to CPCAD as OECM	December 2027
						Candidate protected and conserved areas subject to regional land use plans signed and in effect by 2030-31 (yet to be initiated or confirmed) - Report to CPCAD as Interim Protected Area or OECM	December 2030
						OECMs are considered and approved through discussion and decision by 2030-31 (if applicable and yet to be determined) from outside land use plans – Report to CPCAD as OECMs	December 2030

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
						Other sub-regional, watershed, district or local area plans, flood-risk mapping, Rights in Self-determination Discussion (RIRSD) tables, or other processes, as agreed to by Yukon and other affected governments, which are signed and come into effect by 2030-31 (yet to be initiated or confirmed) – Report to CPCAD as Interim Protected Area or OECMs	December 2030
						Peel Watershed Regional Land Use Plan: Mining claims in Peel Special Management Areas (continued) - Report to CPCAD as Protected Areas	As relinquished
Indigenous partners have considered and prepared conservation interests for future regional and sub-regional land use planning processes	\$1,200,000	\$1,800,000	\$600,000	\$3,600,000		Number of Indigenous governments with asserted or established rights in the Yukon that are supported through Yukon’s Indigenous-led Conservation Capacity Fund	Annual public reporting starting December 2023 through December 2025
	+50,000 (administrative fees)	+50,000 (administrative fees)	+50,000 (administrative fees)	+\$150,000 (administrative fees)		Number of Indigenous-led conservation products (e.g., mapping tools, conservation plans, strategic plans) developed by Indigenous governments for Yukon contributions to 30% by 2030	Annual public reporting starting December 2023 through December 2025

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
						Workshops provided to Yukon First Nations on conservation planning (e.g., sharing information on the Decision Support Tool, OECMs, etc.)	2023-2024
Complete Yukon’s Park System Plan	\$185,000	\$185,000	\$185,000	\$555,000		<p>Indigenous governments with asserted or established rights in the Yukon have capacity and opportunity to contribute to the Yukon Park System Plan (indicator will be the percent of Indigenous governments that provide input to the Parks system Plan)</p> <p>Includes an Indigenous Liaison Officer and support for ongoing collaboration with Kaska guardians on park operations, build the program with other FNs</p>	Prior to completing the Park System Plan (December 2024)
						Yukon Park System Plan complete	December 2024

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
Revised plan on contributions for 30% by 2030	\$0	\$0	\$0	In kind	NA	Both parties to re-examine the Yukon’s potential contributions towards 30% for 2030, which may include revised options from new or future regional land use planning processes, and/or areas identified through the Yukon Parks System Plan	Public report by March 2026
TOTAL				\$4,305,000			

3 Cumulative Effects Framework for Regional Land Use Planning

Yukon is committed to developing and finalizing a Cumulative Effects Framework (Framework). The Framework will include engagement and input from First Nations, Renewable Resource Councils, Yukon Environmental and Socio-economic Assessment Board, Yukon Land Use Planning Council, and regional biologists. This framework will help to inform future land use planning processes, and also monitor and share mapping products of existing effects across the Yukon.

Schedule A3-2 – Anticipated Costs and Outcomes to support 30% by 2030 via improved data, tools, and management

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
Drafting the Ecological Cumulative Effects Framework to support land use planning	\$308,000	\$368,000	\$368,000	\$1,044,000	<ul style="list-style-type: none"> - Senior cumulative effects biologist (1.0 FTE) - Cumulative effects technician / GIS specialist (1.0 FTE) - Senior wildlife data analyst (1.0 FTE) 	<ul style="list-style-type: none"> (1) Policies developed for cumulative effects, including (where appropriate) integration of criteria to meet OECM standards (2) Regional workshops with First Nations, Renewable 	<ul style="list-style-type: none"> (1) December 2024 (2) Annual report on workshop results and outcomes December

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
					<ul style="list-style-type: none"> - Flood-mapping project manager (0.5 FTE) - Population modeler – access thresholds (0.5 FTE) - Flood mapping - Cumulative effects policy framework - Cumulative effects framework - communication products - Northern mountain caribou cumulative effects assessment tool - Cumulative effects program delivery - Cumulative effects - access impacts on territorial priority species 	Resources Councils, and Regional Biologists completed, and priority species selected (3) Engagement with Yukon Land Use Planning Council, Yukon Environmental and Socio-economic Assessment Board (4) Communications products	2023-December 2026 (3) Annual report on workshop results and outcomes December 2023-December 2026 (4) Annually
Surface Disturbance Mapping - Database and Imagery and staff	\$624,200	\$624,200	\$624,200	\$1,872,600		(5) Cumulative Effects Program Imagery purchased (6) Surface disturbance products available. (7) Integrative, public-facing database on GeoYukon	(5) March 2024 (6) March 2025 (7) March 2026
Cumulative Effects Program Delivery and Decision support tool	\$300,000	\$300,000	\$300,000	\$900,000		(8) Cumulative effects monitoring and assessment tools complete: <ul style="list-style-type: none"> (a) Multi-species monitoring (b) Northern Mountain Caribou 	(8a) March 2025 (8b) March 2025

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
Cumulative Effects Tool Development: Cumulative Access Impacts on Key Species	\$120,000	\$120,000		\$240,000		(9) Cumulative Effects Tool Cumulative Access Impacts on Priority Species Populations	(9) March 2026
Cumulative Effects Program Staff	\$217,350	\$217,350	\$217,350	\$652,050		(10) Five positions to support Cumulative effects program	(10) Hired by September 2023
TOTAL				\$4,708,650			

Annex 4: Yukon Commitments and Costs for collaboration on species at risk

1. Purpose

This annex provides additional detail to commitments made by the Participants in the Agreement regarding collaboration on improving outcomes for species at risk. This annex is not an agreement to transfer funds and listed amounts are subject to finalization when the Participants complete a contribution agreement.

2. Species at risk legislation

Schedule A4-1: Yukon commitments and costs related to developing species at risk legislation and advancing implementation of species at risk programs that lead to conservation outcomes

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
Develop species at risk legislation (policy and legislation advisors)	\$0	\$235,000	\$235,000	\$470,000	Yukon cabinet approval to formally begin legislative development	Drafting instructions for Yukon species at risk legislation grounded in Indigenous support and understanding (with monitoring data that speaks to the cumulative effects framework and land use planning)	Cabinet approval to be sought in Fiscal Year 2023-2024
SAR legislation: Engagement and co-development with Indigenous Governments	\$250,000	\$250,000	\$650,000	\$1,150,000		Indigenous governments are consulted and become co-developers of the legislation	Begin engagement in Fiscal Year 2023-2024
TOTAL				\$1,620,000			

3. Species at risk joint initiatives and policy

Schedule A4-2: Yukon and Canada commitments and costs regarding Priority Places, Priority Species and species at risk policy

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
Co-leading on Yukon South Beringia priority place	\$33,000	\$33,000	\$33,000	\$99,000		0.5 Full-time equivalent support position hired by Yukon to collaborate with Canada and First Nations on this initiative	Starting Fiscal Year 2023-2024
Complete a Memorandum of Understanding (MOU) between Environment and Climate Change Canada and Yukon clarifying roles under section 79 of Species at Risk Act (SARA)	\$0	\$0	\$0	\$0		Signed MOU	March 2024
Canada to clarify how devolved lands are treated under SARA	\$0	\$0	\$0	\$0	Any amendment to language in the legislation requires a suitable legislative amendment opportunity	(a) Devolved lands are treated as envisioned under the Devolution Transfer Agreement (DTA) (b) Canada amends SARA to clarify the definition of federal land (c) Canada finalizes a policy defining effective protection under section 61 in SARA	(a) Agreement signing (b) Agreement expiry (c) 2024
Collaboration on conservation actions for Boreal Caribou, Barren-ground Caribou, and Wood Bison	\$712,430	\$803,980	\$0	\$1,516,410**	**Funded separately under existing, approved contribution agreements	Conservation actions for these three species continue to be undertaken	Underway already (\$937,850 provided in 22-23)
TOTAL				\$1,615,410**			

4. Species at risk monitoring, conservation actions or planning, and management

Schedule A4-3: Yukon commitments and costs regarding implementing species at risk monitoring, conservation, and management

Objective	Cost				Conditions	Result or Indicator(s)	Date
	23-24	24-25	25-26	Total			
Enhance existing work on species at risk assessment, monitoring, and conservation actions	\$1,826,500	\$1,780,500	\$1,767,000	\$5,374,000	Primarily for work on species not under federal jurisdiction (refer to the Preamble of the Agreement for defining federal jurisdiction)	<p>Improved information is available for:</p> <ul style="list-style-type: none"> - Listing decisions - Management Plan or Recovery Strategy input and revisions - Informing land use planning processes - Informing development assessment processes - Information harvest management decisions - Informing other relevant conservation actions and planning initiatives <p>Work to be primarily on:</p> <ul style="list-style-type: none"> - Northern Mountain Caribou - Grizzly Bear - Wolverine - Collared Pika - Vascular plants at risk - Alpine ecosystems - Meadow ecosystems - Dune ecosystems 	Work starts April 2023 through to agreement expiry
TOTAL				\$5,374,000			

Annex 5: Data Sharing

- 1.1 For the purpose of this Agreement, the Participants will exchange Data without charge except as jointly decided to cover the costs of reproduction and delivery.
- 1.2 In the event where the Participants, under the Agreement, share with each other Data that is identified as being confidential or sensitive, or that, by its nature, should be considered as confidential or sensitive, the Participants will keep such information confidential in the same manner as they would keep their own confidential information. Each participant will accept such data in confidence following the procedures outlined in their respective access to information acts (*Access to Information and Protection of Privacy* SY 2018, c. 9, *Access to Information Act*, R.S.C. 1985, c. A-1).
- 1.3 The Participants understand that when Data is shared on a confidential basis:
 - 1.3.1 The Data may not be shared with third parties or published without the written consent of the Participant who owns the Data.
 - 1.3.2 A Participant who consents to share Data will set a timeframe during which the Data may be used, and a date by which all copies of the Data must be deleted.
 - 1.3.3 If a Participant who shared Data consents to it being published by another Participant, the Participant who is publishing the Data will acknowledge the source of the data. In this case, the Participant who obtains consent does not need to delete copies of the Data in accordance with 1.3.2.
- 1.4 The Participants acknowledge that maintaining confidentiality is subject to court orders or any applicable laws, including without limitation the *Access to Information Act*, R.S.C. 1985, c. A-1 and the *Access to Information and Protection of Privacy Act*, SY 2018, c. 9.
- 1.5 The Participants understand that the determination of whether information is confidential or sensitive or should otherwise not be shared with another Participant or the public is subject to their respective internal policies about data sharing. For Canada, this includes the *Directive on Open Government*.
- 1.6 The Participants understand that sharing data and use of data from another Participant does not constitute ownership of the Data. Any proprietary rights remain with the Participant who shared the data. The Participants understand that nothing in this Agreement is intended to be construed as granting or implying any rights to, or interest in, intellectual property as recognized by the law, including but not limited to, intellectual property rights protected through legislation.
- 1.7 None of the Participants make any warranties as to the accuracy of the Data. Each Participant may make changes, corrections, additions, or deletions to the Data without any expectation that the Participant sharing the data will update the other Participant(s).