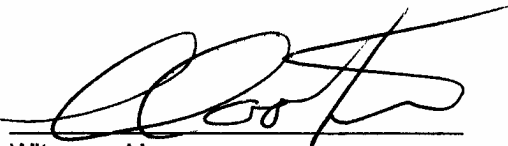


UCHUCKLESAHT TRIBE FISCAL FINANCING AGREEMENT

Initialed in Victoria, British Columbia, this day of December, 2006, by the Chief Negotiators for Canada and British Columbia and the Lead Negotiator for the Maa-nulth First Nations to signify their intent to recommend the Uchucklesaht Tribe Fiscal Financing Agreement for ratification.

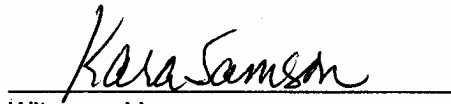
FOR UCHUCKLESAHT TRIBE:


Gary Yabsley
Lead Negotiator, Maa-nulth First Nations


Witnessed by:
Chief Charlie Cootes
Uchucklesaht Tribe

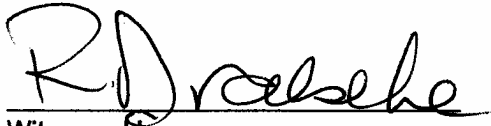
FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA


Eric Denhoff
Chief Federal Negotiator


Witnessed by:

FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA


Mark Lofthouse
Chief Provincial Negotiator


Witnessed by:

After this document is initialled and before signing by the Parties, this document may be subject to minor changes by agreement of the Chief Negotiators for Canada and British Columbia and the Lead Negotiator for the Maa-nulth First Nations on behalf of the Parties.

Uchucklesaht Tribe Fiscal Financing Agreement

THIS AGREEMENT made the ___ day of _____, 20__.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs and Northern
Development**

(ACanada≅)

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as represented
by the Minister of Aboriginal Relations and
Reconciliation**

(ABritish Columbia≅)

OF THE SECOND PART

AND:

**UCHUCKLESAHT TRIBE, as represented by the
Uchucklesaht Tribe Government**

(the AUchucklesaht Tribe≅)

OF THE THIRD PART

WHEREAS:

- A. The Maa-nulth First Nations Final Agreement provides that the Parties will negotiate a Fiscal Financing Agreement:

NOW in consideration of the premises and the covenants and agreements set out below, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1.0 DEFINITIONS

- 1.1 Words and expressions not defined in this Agreement but defined in the Maa-nulth First Nations Final Agreement have the meanings ascribed to them in the Maa-nulth First Nations Final Agreement.

- 1.2 In this Agreement:

“Agreement” means this Uchucklesaht Tribe Fiscal Financing Agreement and the Schedules;

ABlock Funding≅ means the annual aggregate amount of transfer payments to the Uchucklesaht Tribe under this Agreement to support the provision of Federally Supported Programs and Services;

AChapter≅ means a Chapter of the Maa-nulth First Nations Final Agreement;

AEffective Year≅ means the period commencing on the Effective Date and ending the following March 31;

“Eligible Student” means an Indian, ordinarily resident on Maa-nulth First Nation Lands, who is enrolled in and attending a federal, provincial, a private or independent school recognised by the province as an elementary or secondary institution, a band operated school, or a school operated by Uchucklesaht Tribe;

AFederally Supported Programs and Services≅ means those Agreed-Upon Programs and Services described in Schedule A to this Agreement for which Canada has agreed to contribute Block Funding in accordance with this Agreement;

AFiscal Year≅ means a period that commences on April 1st of a year and ends on March 31st of the following year;

AGenerally Accepted Accounting Principles≅ means the accounting principles generally accepted in Canada from time to time and, if the CICA Handbook – Accounting published by the Canadian Institute of Chartered Accountants or its successor includes a relevant statement of a principle or an accounting guideline, that statement will be considered conclusively to be an accounting principle or

guideline generally accepted in Canada;

Implementation Activities≅ means those activities described in Schedule D for which Canada has agreed to provide Time Limited Federal Funding;

Implementation Committee≅ means the committee established on the Effective Date and formed according to the provisions in the Implementation Chapter;

“Indian Family” means:

- a. married individuals living together or individuals living together in a marriage-like relationship, with or without children, where at least one of those individuals is an Indian; or
- b. an Indian with children.

AMaa-nulth First Nations Final Agreement≅ means the Maa-nulth First Nations Final Agreement signed on behalf of the Maa-nulth First Nations on _____, British Columbia on _____, and Canada on _____, and includes any amendments made to that Agreement from time to time in accordance with its provisions;

AOwn Source Revenue Agreement≅ means the Uchucklesaht Tribe Own Source Revenue Agreement signed by the Parties on _____, and includes any amendments to it from time to time in accordance with its provisions;

AParties≅ means the parties to this Agreement and **AParty**≅ means any one of them;

“Previous Fiscal Year” means the Fiscal Year immediately preceding the Fiscal Year in which a Block Funding amount is determined for the next Subsequent Fiscal Year;

AProvincial Funding≅ means the transfer payments from British Columbia to Uchucklesaht Tribe described in Schedule F to support the provision of Provincially Supported Programs and Services;

“Provincially Supported Programs and Services≅ means those Agreed-Upon Programs and Services described in Schedule E to this Agreement for which British Columbia has agreed to contribute Provincial Funding in accordance with Schedule F;

“Schedule” means a schedule to this Agreement;

ASubsequent Fiscal Years≅ mean the Fiscal Years following the Effective Year;

“Time Limited Federal Funding” means the aggregate amount of time limited payments from Canada to Uchucklesaht Tribe in accordance with Table 2 of Schedule B to support the provision of Implementation Activities;

“Time Limited Provincial Funding” means the one-time payment from British Columbia to Uchucklesaht Tribe in accordance with paragraph F.4 in Schedule F;

“Uchucklesaht Tribe” means the collective of those individuals who are eligible to be enrolled under the Maa-nulth First Nations Final Agreement and who become the legal entity known as Uchucklesaht Tribe on the Effective Date;

“Uchucklesaht Tribe Constitution” means the Maa-nulth First Nation Constitution of Uchucklesaht Tribe referred to in the Maa-nulth First Nations Final Agreement;

“Uchucklesaht Tribe Government” means the Maa-nulth First Nation Government of the Uchucklesaht Tribe as contemplated by the Maa-nulth First Nations Final Agreement;

“Uchucklesaht Tribe Indian” means an individual who is registered or entitled to be registered as an Indian in relation to the Uchucklesaht Tribe; and

“Uchucklesaht Tribe Law” means a Maa-nulth First Nation Law of the Uchucklesaht Tribe Government.

2.0 TERM

- 2.1 This Agreement will commence on the Effective Date and, except if extended in accordance with paragraph 8.28, will end on March 31 of the Fiscal Year in which the eighth anniversary of the Effective Date occurs.
- 2.2 Where Uchucklesaht Tribe is responsible for Implementation Activities that will continue beyond the term of this Agreement, Uchucklesaht Tribe responsibilities for those Implementation Activities will survive the expiration or termination of this Agreement and will continue in full force until and unless they are completed or by their nature expire.

3.0 FIRST NATION=S RESPONSIBILITIES

- 3.1 The Uchucklesaht Tribe is responsible for ensuring, either directly or indirectly, the provision of Federally Supported Programs and Services, Implementation Activities, Provincially Supported Programs and Services, and the fisheries functions and activities described in Schedule G, in accordance with this Agreement.

- 3.2 Federally Supported Programs and Services and Provincially Supported Programs and Services provided directly or indirectly by Uchucklesaht Tribe will be delivered in compliance with Uchucklesaht Tribe Law and any applicable Federal Law or Provincial Law.
- 3.3 If Uchucklesaht Tribe chooses to have a third party education service provider deliver either kindergarten, elementary or secondary level education programs and services contemplated by Schedule A, Uchucklesaht Tribe will enter into an education service contract with that third party service provider and will maintain the third party education service contract in good standing for the term of the contract. The education service contract will require that the third party providing the education program or service meet the requirements of the *School Act* and *Independent Schools Act* as applicable.
- 3.4 If Uchucklesaht Tribe delivers public health programs, including immunization and communicable disease control contemplated by Schedule A, Uchucklesaht Tribe will ensure those programs are delivered in accordance with public health standards generally applicable in British Columbia.
- 3.5 Uchucklesaht Tribe will develop, implement, maintain and report annually to Canada and British Columbia on an emergency preparedness and response plan.
- 3.6 Uchucklesaht Tribe will maintain and replace physical works in a manner consistent with Federal Law or Provincial Law, standards, codes and guidelines, including building, fire and safety codes.
- 3.7 Uchucklesaht Tribe may allocate and expend Block Funding as the Uchucklesaht Tribe, in its discretion, determines.
- 3.8 Uchucklesaht Tribe may allocate and expend Time Limited Federal Funding on Implementation Activities as Uchucklesaht Tribe, in its discretion, determines.
- 3.9 Uchucklesaht Tribe may retain any unexpended Block Funding, and is responsible for any expenditures related to the delivery of programs and services described in Schedule A in excess of the Block Funding provided under this Agreement.
- 3.10 Uchucklesaht Tribe is responsible for any expenditures related to the Implementation Activities described in Schedule D in excess of the Time Limited Federal Funding provided under this Agreement.
- 3.11 Uchucklesaht Tribe is responsible for any expenditures related to the delivery of Provincially Supported Programs and Services described in Schedule E in excess of the Provincial Funding.

- 3.12 Uchucklesaht Tribe may allocate and expend Time Limited Provincial Funding for the activity listed in paragraph E.5 of Schedule E as Uchucklesaht Tribe, in its discretion, determines.
- 3.13 Consistent with the Governance Chapter which requires that the Uchucklesaht Tribe Constitution provide for a system of financial administration with standards comparable to those generally accepted for governments in Canada, Uchucklesaht Tribe will develop and maintain a management framework for the Time Limited Federal Funding identified in Schedule B, which will be designed to ensure that funds are prudently managed to support the one time and ongoing activities identified in Schedule D. This framework will address, among other things, the composition of an investment committee, statement of investment policy, and conflict of interest guidelines for investment management. Uchucklesaht Tribe will report annually to Maa-nulth-aht of the Uchucklesaht Tribe on the management of these funds.

4.0 FEDERAL FUNDING

- 4.1 Subject to the terms of this Agreement, Canada will make transfer payments to Uchucklesaht Tribe as follows:
- a) if the Effective Date is April 1, the transfer payment for the Effective Year will be the Effective Year Block Funding amount described in Table 1 and paragraph B.2 of Schedule B;
 - b) subject to paragraph 4.1(d) and 4.1(e), if the Effective Date is not April 1 of the Effective Year, the transfer payment for the Effective Year will be the Block Funding amount in paragraph 4.1(a), adjusted in accordance with paragraph B.3 of Schedule B;
 - c) subject to paragraph 4.1(d) and 4.1(e), for each Subsequent Fiscal Year, the transfer payment will be the Block Funding amount for the Fiscal Year described in Table 1 of Schedule B, adjusted in accordance with paragraph B.4 of Schedule B;
 - d) the transfer payment for each Subsequent Fiscal Year calculated in paragraph 4.1(c) will be reduced by the amount of Uchucklesaht Tribe federal own source revenue inclusion for the Previous Fiscal Year determined in accordance with paragraph 14.0 of the Uchucklesaht Tribe Own Source Revenue Agreement; and
 - e) notwithstanding paragraph 4.1(d), the transfer payment to Uchucklesaht Tribe pursuant to paragraph 4.1(c) for Subsequent Fiscal Years will not be reduced below \$213,894, which amount will be adjusted in accordance with Table 3 of Schedule B to this Agreement.

- 4.2 The transfer payments to Uchucklesaht Tribe will be paid by Canada in the following manner:
- a) for the transfer payment described in paragraph 4.1(a),
 - i. 25.3% within 10 business days of the Effective Date; and
 - ii. 8.3% on the first business day of each of the nine successive months commencing in May and ending in January of that Fiscal Year;
 - b) for the transfer payment described in paragraph 4.1(b), equal installments commencing on the first day of the month that starts on or after the Effective Date, and monthly thereafter until the end of the Effective Year; and
 - c) for the transfer payment described in paragraph 4.1(c),
 - i. 25.3% within 10 business days of April 1 of that Fiscal Year; and
 - ii. 8.3% on the first business day of each of the nine successive months commencing in May and ending in January of that Fiscal Year.
- 4.3 Subject to the terms of this Agreement, Canada will make payments of Time Limited Federal Funding to Uchucklesaht Tribe in accordance with Table 2 of Schedule B, adjusted in accordance with paragraph B.7 of Schedule B.
- 4.4 Subject to the terms of this Agreement, Canada will make payments of fisheries funding to Uchucklesaht as follows:
- a) for the Effective Year the fisheries funding payment will be determined and paid in accordance with Table 1 of Schedule G as adjusted by paragraph G.3 of Schedule G;
 - b) subject to paragraph 4.4(c), for each Subsequent Fiscal Year the fisheries funding payment will be determined and paid in accordance with Table 1 of Schedule G as adjusted by paragraph G.5 of Schedule G; and
 - c) the fisheries funding payment for each Subsequent Fiscal Year calculated in paragraph 4.4(b) will be reduced by any amount of Uchucklesaht Tribe federal own source revenue inclusion for the Previous Fiscal Year not already deducted from transfer payments in accordance with paragraph 4.1.

5.0 PROVINCIAL FUNDING

- 5.1 Subject to the terms of this Agreement, British Columbia will make transfer payments to Uchucklesaht Tribe in accordance with Schedule F.
- 5.2 British Columbia will pay:

- a) the annual funding amount referred to in paragraph F.1 of Schedule F for the Effective Year within 10 business days of the Effective Date;
- b) the annual funding amount referred to in paragraph F.1 of Schedule F for each Subsequent Fiscal Year within 10 business days of April 1; and
- c) the one time funding amount referred to in paragraph F.4 of Schedule F within 10 business days of the Effective Date.

6.0 OTHER PROGRAM AND SERVICE ARRANGEMENTS

EMERGENCY PREPAREDNESS

- 6.1 Uchucklesaht Tribe will have the same access to emergency preparedness training as is made available by Canada or British Columbia to other First Nations in the province of British Columbia, in addition to any other emergency preparedness training under laws of general application.
- 6.2 Canada and British Columbia will assist Uchucklesaht Tribe in its preparation for emergencies on its Maa-nulth First Nation Lands in a manner consistent with federal or provincial assistance given to other First Nations in British Columbia.

EMERGENCY RESPONSE

- 6.3 In responding to emergencies other than wildfires, Canada will be responsible for costs associated with a response to emergencies on Maa-nulth First Nation Lands coordinated by British Columbia, in a manner consistent with the federal or provincial assistance given to other First Nations in British Columbia, excluding:
 - a) costs incurred by Uchucklesaht Tribe in relation to a response, which is not coordinated by British Columbia, to an emergency; or
 - b) costs recoverable from a third party.
- 6.4 Eligibility for disaster financial assistance under the *Emergency Program Act* is not affected by this Agreement.

ADDITIONAL PROGRAMS AND SERVICES

- 6.5 At any time during the term of this Agreement, Uchucklesaht Tribe may notify Canada and British Columbia that it wishes to negotiate additional programs and services which would otherwise be provided to residents of British Columbia or provided to Indians by British Columbia or Canada.

- 6.6 Upon receiving such notice under paragraph 6.5, the Parties may negotiate additional programs and services and whether it is appropriate to include those programs and services in this Agreement or some other arrangement.
- 6.7 During the negotiations on the subsequent Fiscal Financing Agreement, Uchucklesaht Tribe will notify Canada or British Columbia of any additional programs and services that it wishes to have included in a subsequent Fiscal Financing Agreement.

7.0 SEPARATE LIABILITIES

- 7.1 The obligations of Canada and British Columbia under this Agreement are separate.
- 7.2 Notwithstanding any other provision of this Agreement, British Columbia is not a Party to Schedule A, B, C, D or G and, for greater certainty, British Columbia is not subject to or bound by any obligations set out in Schedule A, B, C, D or G.
- 7.3 Notwithstanding any other provision of this Agreement, Canada is not a Party to Schedule E or F and, for greater certainty, Canada is not subject to or bound by any obligation set out in Schedule E or F.
- 7.4 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by British Columbia to Uchucklesaht Tribe in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Legislature of British Columbia.
- 7.5 The obligation of Uchucklesaht Tribe to provide Provincially Supported Programs and Services is contingent on receipt of funding from British Columbia in accordance with Part 5.0 of this Agreement.
- 7.6 If the amount of any transfer payment by British Columbia under this Agreement is reduced in accordance with paragraph 7.4 of this Agreement, British Columbia and Uchucklesaht Tribe will negotiate and attempt to reach agreement on any required amendments to this Agreement.
- 7.7 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by Canada to Uchucklesaht Tribe in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Parliament of Canada.
- 7.8 The obligation of Uchucklesaht Tribe to provide Federally Supported Programs and Services and Implementation Activities is contingent on receipt of funding from Canada in accordance with Part 4.0 of this Agreement.

- 7.9 If the amount of any transfer payment by Canada under this Agreement is reduced in accordance with paragraph 7.7 of this Agreement, Canada and Uchucklesaht Tribe will negotiate and attempt to reach agreement on any required amendments to this Agreement.

8.0 GENERAL PROVISIONS

EXCEPTIONAL CIRCUMSTANCES

- 8.1 In any situation where exceptional circumstances arise which create financial pressures that would significantly impair the ability of Uchucklesaht Tribe to meet its obligations set out in this Agreement, the Parties will, at the request of the Uchucklesaht Tribe:
- a) meet as soon as possible to review the exceptional circumstances and the impact on the ability of Uchucklesaht Tribe to meet its obligations;
 - b) review potential funding sources or other assistance available to Uchucklesaht Tribe to meet its obligations; and;
 - c) decide what steps, if any, may be required by the Parties to address the impact of exceptional circumstances on the ability of Uchucklesaht Tribe to meet its obligations.
- 8.2 For further clarification, paragraph 8.1 is intended to address exceptional circumstances which were not reasonably foreseeable at the time this Agreement was entered into and which have a significant impact on Uchucklesaht Tribe's performance of its obligations under this Agreement.

DISPUTE RESOLUTION

- 8.3 In the event that a dispute arises regarding the interpretation, application or implementation of this Agreement, including a breach or anticipated breach of this Agreement, the Parties agree to use the dispute resolution process set out in this Agreement to attempt to resolve the dispute.
- 8.4 The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
- 8.5 If the dispute is not resolved by informal discussion, a Party directly engaged in the dispute may refer the dispute to the Implementation Committee by delivering a written notice to the other Parties providing a concise summary of the matter in dispute.

- 8.6 For the purposes of disputes arising out of any provision of Schedules A, B, C, with the exception of mandatory health reports required under Provincial Law, D and G, British Columbia is not a “Party directly engaged in the dispute”.
- 8.7 For the purposes of disputes arising out of any provision of Schedules E and F, Canada is not a “Party directly engaged in the dispute”.
- 8.8 If the Implementation Committee fails to resolve the dispute within 45 days of the dispute being referred to it, or a longer period if the Parties agree in writing, the dispute will be dealt with in accordance with the Dispute Resolution Chapter and, for greater certainty, the dispute will be considered to be a dispute for the purposes of that Chapter.
- 8.9 The deliberations of the Implementation Committee in paragraph 8.5 will be considered to be Acollaborative negotiations≅ for the purpose of the Dispute Resolution Chapter, and will be deemed to fully satisfy the requirements set out in paragraphs 25.6.1 to 25.6.5 of that Chapter.
- 8.10 Nothing in this Agreement prevents a Party from commencing judicial proceedings at any time to prevent the loss of a right to commence proceedings due to the expiration of a limitation period, or to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under this Agreement.
- 8.11 Where this Agreement provides that the Parties “will negotiate and attempt to reach agreement”, those negotiations will be conducted as set out in the Dispute Resolution Chapter, but none of the Parties are obliged to proceed to Stage Three of that Chapter.
- 8.12 Disputes arising under this Agreement may not be referred to and finally resolved by arbitration under the Dispute Resolution Chapter.

ACCOUNTABILITY

- 8.13 Uchucklesaht Tribe will ensure that accountability and reporting procedures are in place for the delivery of Federally Supported Programs and Services and Provincially Supported Programs and Services under the system of financial administration required under the Uchucklesaht Tribe Constitution.
- 8.14 Uchucklesaht Tribe will undertake program reporting to Canada in accordance with the reporting procedures set out in Schedule C.
- 8.15 Uchucklesaht Tribe will provide reports referred to in reporting procedure C.2 of Schedule C to British Columbia.
- 8.16 Uchucklesaht Tribe will undertake program reporting to British Columbia in accordance with Schedule E.

- 8.17 All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.
- 8.18 The Uchucklesaht Tribe will, within 120 days following the end of each Fiscal Year provide Canada and British Columbia with consolidated audited financial statements for the Fiscal Year for Uchucklesaht Tribe prepared to a comparable standard to that generally accepted for governments in Canada.

INFORMATION EXCHANGE

- 8.19 The Parties will share, at no cost to each other, in a timely manner, information reasonably required from time to time for purposes of implementation, monitoring, and renewal of this Agreement. This does not include program reporting requirements in addition to those agreed to and set out in the Schedules to this Agreement.
- 8.20 At the written request of Canada, Uchucklesaht Tribe will provide copies of public reports prepared by Uchucklesaht Tribe, or its agent or contractor, in relation to Federally Supported Programs and Services.
- 8.21 If British Columbia seeks information from Uchucklesaht Tribe regarding the delivery of programs and services in this Agreement, British Columbia and Uchucklesaht Tribe will meet to discuss the information that British Columbia requests, and should agreement be reached, the terms and conditions under which British Columbia would pay for the collection or reporting of such information.
- 8.22 Before making any substantive change to a social assistance program or service delivered by or for British Columbia, British Columbia will provide notice to Uchucklesaht Tribe regarding:
 - a) the nature and purpose of the change, including a change to the type of assistance available, rates of assistance and conditions and criteria for eligibility; and
 - b) the anticipated date when any such change will take effect.
- 8.23 Before making any substantive change to a social assistance program or service delivered by or for Uchucklesaht Tribe, Uchucklesaht Tribe Government will provide notice to British Columbia regarding:
 - a) the nature and purpose of the change, including a change to the type of assistance available, rates of assistance and conditions and criteria for eligibility; and
 - b) the anticipated date when any such change will take effect.

- 8.24 If Uchucklesaht Tribe is a member of a representative body and British Columbia has entered into an agreement with that representative body which provides for notification in respect of matters under paragraph 8.22, then British Columbia is deemed to satisfy its obligations under paragraph 8.22 once notification is provided by British Columbia to that representative body.
- 8.25 Unless British Columbia agrees otherwise, Uchucklesaht Tribe will retain the information provided under paragraph 8.22 in strict confidence until such time, as the new or amended policy or program information is publicly available.
- 8.26 Where there are individuals ordinarily resident on its Maa-nulth First Nation Lands who are not eligible for programs and services provided by Uchucklesaht Tribe, and as set out in this Agreement, Uchucklesaht Tribe will facilitate the coordination of programs and services to those people by the provincial authority by sharing relevant information as appropriate, provided Uchucklesaht Tribe has such information.
- 8.27 The Parties will collect, share and disclose information under this Agreement in a manner that:
- a) ensures the confidentiality of that information to the same extent as applies generally to other governments exchanging information on the provision of programs and services in the Province of British Columbia that are similar to those provided for in this Agreement; and
 - b) is in accordance with applicable Federal Law and Provincial Law and paragraphs 1.17.1 to 1.17.5 of the General Provisions Chapter of the Maa-nulth First Nations Final Agreement.

SUBSEQUENT FISCAL FINANCING AGREEMENT

- 8.28 Not later than eighteen months before the end of the term of this Agreement, or earlier if the Parties agree, the Parties will begin to negotiate and attempt to reach agreement, in accordance with the provisions of the Fiscal Relations Chapter, on a subsequent Uchucklesaht Tribe Fiscal Financing Agreement.
- 8.29 If the Parties do not reach agreement on a subsequent Uchucklesaht Tribe Fiscal Financing Agreement by the end of the original term of this Agreement:
- a) this Agreement will continue in effect on the same terms and conditions for a period of two years after the end of the original term of this Agreement or until such time as the Parties reach agreement on a subsequent Uchucklesaht Tribe Fiscal Financing Agreement, whichever is earlier; and

- b) Block Funding during the period in paragraph 8.29(a) will be adjusted each Fiscal Year during the extended term in accordance with adjustors in Schedule B for the Fiscal Year in which the Agreement was intended to originally expire.

DEFAULT AND REMEDIES

- 8.30 A Party will be in default of this Agreement in the event:
 - a) that Party breaches any provision of this Agreement or fails to fulfill any of its obligations set out in this Agreement; or
 - b) that Party gives or makes a representation, statement or report, required under this Agreement, that it knows, or reasonably ought to know, is false in a material way.
- 8.31 If there is an alleged default of this Agreement, the Party alleging the default will notify the other Parties of the alleged default and the circumstances giving rise to the alleged default.
- 8.32 A Party in alleged default that receives a notice of default under paragraph 8.31 will, within 45 days of receipt of the notice, notify the other Parties, of one of the following:
 - a) that it has remedied the default, including a description of the remedial action taken or being taken; or
 - b) that it disagrees that a default has occurred, in which case the issue shall be referred to the dispute resolution process contemplated by paragraphs 8.3 to 8.12.
- 8.33 A Party that gives notice of a default under paragraph 8.31 may at any time waive the default, in which case the default is waived for all Parties for all purposes.

SCHEDULES

- 8.34 The following Schedules are attached to and form part of this Agreement:

| Schedule | Description |
|-----------------|---|
| A | Federally Supported Programs and Services |
| B | Federally Supported Program and Service Base Funding Amounts and Adjustment Factors |

| | |
|---|--|
| C | Reporting Procedures |
| D | Implementation Activities and Time Limited Federal Funding |
| E | Provincially Supported Programs and Services |
| F | Provincially Supported Program and Service Funding Amounts |
| G | Fisheries Activities and Funding |

AMENDMENT

- 8.35 Except as otherwise provided in paragraph 8.36 and 8.37, any amendment to this Agreement must be in writing and be executed by all Parties.
- 8.36 Any amendment to Schedules A B, C, D, or G, other than an amendment to reporting procedure C.2 of Schedule C, will be in writing and executed by Canada and Uchucklesaht Tribe. Before Canada executes an amendment to Schedules A, B, C, D, or G, Canada will notify and give reasons for the intended amendment to British Columbia.
- 8.37 Any amendment to Schedules E and F will be in writing and be executed by British Columbia or Uchucklesaht Tribe. Before British Columbia executes an amendment to Schedules E or F, British Columbia will notify and give reasons for the intended amendment to Canada.

NO IMPLIED WAIVER

- 8.38 No provision of this Agreement, or performance by a Party of an obligation under this Agreement, is deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 8.39 No written waiver of a provision of this Agreement, or performance by a Party of a covenant under this Agreement, or of default by a Party of an obligation under this Agreement, is deemed to be a waiver of any other obligation, provision, or of any subsequent default.

FURTHER ASSURANCES

- 8.40 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

INTERPRETATION

- 8.41 In this Agreement:

- a) unless it is otherwise clear from the context, Aincluding \cong means Aincluding, but not limited to \cong , and Aincludes \cong means Aincludes, but is not limited to \cong ;
- b) headings and subheadings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- c) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;
- d) a reference to an agreement that is included as a schedule to this Agreement includes every amendment to it and every agreement made in substitution for it or in replacement of it;
- e) unless it is otherwise clear from the context, a reference to a Schedule means a Schedule to this Agreement;
- f) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular; and
- g) all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles.

EFFECT OF THIS AGREEMENT

- 8.42 This Agreement does not form part of the Maa-nulth First Nations Final Agreement.
- 8.43 This Agreement is not a treaty or a land claim agreement, and does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

SEVERABILITY

- 8.44 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.

DELEGATION AND ENUREMENT

- 8.45 Uchucklesaht Tribe may delegate any or all of its obligations under this Agreement to a duly authorized representative or agent by an agreement in writing with the duly authorized delegate.

- 8.46 Where Uchucklesaht Tribe has delegated any or all of its obligations pursuant to section 8.45, Uchucklesaht Tribe will remain responsible to the Parties to this Agreement for the performance of all of its obligations under this Agreement, unless otherwise agreed to in writing with the other Parties.
- 8.47 Regardless of any delegation under paragraph 8.45, this Agreement is binding upon the Parties and their respective administrations and successors.
- 8.48 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

NO ASSIGNMENT

- 8.49 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party to it.

NOTICES

- 8.50 Unless otherwise provided, a notice, document, request, approval, authorization, consent or other communication (each a Communication) required or permitted to be given or made under this Agreement must be in writing and may be given or made in one or more of the following ways:
- a) delivered personally or by courier;
 - b) transmitted by facsimile transmission; or
 - c) mailed by prepaid registered post in Canada.
- 8.51 A communication will be considered to have been given or made, and received:
- a) if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
 - b) if sent by facsimile transmission and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted; or
 - c) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.
- 8.52 A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below.

For:

Canada

Attention: Director, Funding Services
Department of Indian Affairs and Northern
Development
600-1138 Melville Street
Vancouver, BC
V6E 4S3
Fax Number (604) 775-7149

For: **British Columbia**
Attention: Ministry of Aboriginal Relations and
Reconciliation
Parliament Buildings
Victoria, British Columbia
V8W 1X4
Fax Number: (250) 953-4856

For: **Uchucklesaht Tribe**
Attention: Chief Councillor
Box 1118
Port Alberni, British Columbia
V9Y 7L9
Fax Number: (250) 724-1806

8.53 A Party may change its address or facsimile number by giving a notice of the change to the other Parties in the manner set out above.

THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

EXECUTED in the presence of:

) **HER MAJESTY THE QUEEN IN**
) **RIGHT OF CANADA as represented**
) **by the Minister of Indian Affairs and**
) **Northern Development or duly**
) **authorized signatory**

As to the authorized signatory for the
Minister of Indian Affairs and Northern
Development

) _____
) Per: duly authorized signatory

EXECUTED in the presence of:

) **HER MAJESTY THE QUEEN IN**
) **RIGHT OF THE PROVINCE OF**
) **BRITISH COLUMBIA as represented**
) **by the Minister of Aboriginal Relations**
) **and Reconciliation or duly authorized**
) **signatory**

As to the authorized signatory for the
Minister of Aboriginal Relations and
Reconciliation

) _____
) Per: duly authorized signatory

EXECUTED in the presence of:

) **UCHUCKLESAHT TRIBE as**
) **represented by the Uchucklesaht Tribe**
) **Government or duly authorized**
) **signatory**

As to the authorized signatory for the
Uchucklesaht Tribe Government

) _____
) Per: duly authorized signatory

**SCHEDULE A
FEDERALLY SUPPORTED PROGRAMS AND SERVICES**

HEALTH

- A.1 Uchucklesaht Tribe will ensure the provision of the following Federally Supported Programs and Services to Indians ordinarily resident on its Maa-nulth First Nation Lands:
- a. immunization, communicable disease control;
 - b. community health promotion and prevention programs; and
 - c. home and community care.

HEALTH TERMS AND CONDITIONS

- A.2 In the delivery by Uchucklesaht Tribe of Federally Supported Programs and Services listed in paragraph A.1, the following conditions apply:
- a. programs and services will be delivered in accordance with a community health plan;
 - b. the principles of the *Canada Health Act* will be upheld;
 - c. there will be an impartial process in place for the appeal of an administrative decision not to provide, to discontinue or to reduce services or benefits to an individual;
 - d. there will be equality of access to programs and services by all eligible individuals; and
 - e. in respect of in-home care, including home care nursing, a formally defined benefits schedule specifying types of assistance available, rates of assistance and conditions and criteria for eligibility, will be available to Indians ordinarily resident on its Maa-nulth First Nation Lands and, upon request, to Canada.

PROGRAMS TO BE DELIVERED ON AN AGGREGATE BASIS

- A.3 Programs to be delivered on an aggregate basis, include:
- a. immunization, communicable disease control programs; and
 - b. the home and community care program.
- A.4 Upon request of Uchucklesaht Tribe, Canada will consider the feasibility of Uchucklesaht Tribe delivery of the non-insured health benefits program.

HEALTH REPORTING

- A.5 The following health status and service delivery information will be collected on an annual basis and made available, upon request, to Canada, in accordance with the reporting procedures C.1 to C.5 set out in Schedule C:
- a. immunization status;
 - b. incidence of communicable diseases; and
 - c. home and community care program essential service elements (in-home care, home care nursing).
- A.6 Uchucklesaht Tribe will provide a report annually, in accordance with the reporting procedure C.6 set out in Schedule C, to Health Canada comprising:
- a. a summary of health programs and services delivered;
 - b. data on health services, operations and results;
 - c. a report on challenges and changes to the health status of Indians ordinarily resident on its Maa-nulth First Nation Lands; and
 - d. if applicable, an updated community health plan.
- A.7 Uchucklesaht Tribe will evaluate all federally supported health programs and services and report to Health Canada every five years in accordance with the reporting procedure C.7 set out in Schedule C. The evaluation report will include the following elements:
- a. a summary of health programs and services delivered;
 - b. data on health services, operations, and results;
 - c. challenges and changes to the health status of Indians ordinarily resident on its Maa-nulth First Nation Lands; and
 - d. an updated community health plan stemming from the 5 year evaluation report.

SOCIAL DEVELOPMENT

- A.8 Uchucklesaht Tribe will ensure the provision of the following Federally Supported Programs and Services:
- a. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, income assistance and services, including basic needs, shelter, guardian financial assistance and special needs;

- b. non-insured health benefits for non-Indian members of Indian Families ordinarily resident on its Maa-nulth First Nation Lands;
- c. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, training, education and support initiatives to reduce reliance on income assistance; and
- d. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, local community programs that contribute to physical, emotional and social well being, including adult in-home care, family violence, and children=s programs, but not including residential and institutional programs and services for individuals with physical and mental handicaps.

SOCIAL DEVELOPMENT TERMS AND CONDITIONS

- A.9 In the delivery of the Federally Supported Programs and Services, the Uchucklesaht Tribe will ensure that:
- a. there is equality of access to programs and services for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands;
 - b. objective needs or income tests are conducted for applicants who apply for the programs or services;
 - c. a formally defined benefits schedule specifying types of income assistance available, the rates of assistance and conditions and criteria for eligibility, is publicly available;
 - d. there is an impartial process for the appeal of an administrative decision not to provide, to discontinue, or to reduce income assistance to a individual;
 - e. an administrative system that ensures confidentiality of applicant information; and;
 - f. in respect of the Federally Supported Programs and Services Uchucklesaht Tribe will ensure that National Child Benefit Program savings will be invested in accordance with the program.

SOCIAL DEVELOPMENT REPORTING

- A.10 Uchucklesaht Tribe will ensure that the following information is collected, or provided to it by an agent or contractor delivering the social development program or service, and that this social development program or service information is provided to Canada in accordance with the reporting procedures set out in Schedule C:

- a. income assistance of individuals to whom that assistance is provided under paragraph A.7(a) and A.7(b), by category of assistance, age and gender as required in social development reporting procedures C.8, C.9 and C.10;
- b. enrollment and completion rates in training and employment programs of individuals to whom those programs are provided under paragraph A.7(c) as required in social development reporting procedure C.11;
- c. national child benefit reinvestment program as required in social development reporting procedure C.12.

EDUCATION

- A.11 Uchucklesaht Tribe will ensure the provision of the following Federally Supported Programs and Services:
- a. in respect of Eligible Students, instructional services for Eligible Students attending Kindergarten (K4) to Grade 12;
 - b. instructional support services including:
 - i. ancillary services for Eligible Students attending Kindergarten (K4) to Grade 12;
 - ii. accommodation;
 - iii. student allowances;
 - iv. guidance and counseling; and;
 - v. comprehensive instructional support services;
 - c. transportation for Eligible Students; and
 - d. in respect of Uchucklesaht Tribe Indians, wherever they reside in Canada, financial support to attend accredited post secondary education or training institutions.

EDUCATION TERMS AND CONDITIONS

- A.12 In the delivery of financial support to Uchucklesaht Tribe Indians to attend accredited post secondary education or training institutions referred to in paragraph A.11(d), Uchucklesaht Tribe will ensure that:
- a. a formally defined schedule of types and amounts of assistance and criteria for eligibility, is publicly available;

- b. there is an impartial process for the appeal of an administrative decision not to provide, to discontinue, or to reduce services or benefits to an individual.

EDUCATION REPORTING

- A.13 Uchucklesaht Tribe will ensure that the following information is collected, or provided to it by an agent or contractor delivering the education program or service, and that this education program or service information is provided to Canada in accordance with the requirements of reporting procedures C.13 and C.14 set out in Schedule C.

LOCAL PROGRAMS AND SERVICES

- A.14 Uchucklesaht Tribe will ensure the provision of the following agreed-upon functions of its government:
 - a. executive and legislative functions, administration, management and operation of its Uchucklesaht Tribe Government including:
 - i. raising of revenue;
 - ii. program and financial accountability in accordance with the Uchucklesaht Tribe Constitution;
 - iii. maintenance of a public registry of its Uchucklesaht Tribe Constitution and its Uchucklesaht Tribe Law, and other record keeping;
 - iv. conduct of elections and referenda of Uchucklesaht Tribe Government;
 - v. establishment of a procedure for enrolling individuals under the Maa-nulth First Nations Final Agreement in accordance with the Eligibility and Enrolment Chapter and maintenance of a public enrolment register;
 - vi. participation in the Implementation Committee;
 - b. economic development services;
 - c. transportation, maintenance and insurance of artifacts;
 - d. environmental management plan;
 - e. all activities related to land and environmental management in respect of its Former Reserve Lands; and

- f. all activities as they relate to migratory birds management.
- A.15 Uchucklesaht Tribe will ensure the provision of the following local programs and services:
- a. issuance of permits, licenses and documentation for activities over which Uchucklesaht Tribe Government has jurisdiction and authority in accordance with the Maa-nulth First Nations Final Agreement;
 - b. fire protection; and
 - c. appointment of officers for the enforcement of its Uchucklesaht Tribe Law in areas including zoning, land use, traffic and transportation.

LOCAL PROGRAMS AND SERVICES REPORTING

- A.16 Uchucklesaht Tribe will provide to Canada information on local programs and services where required by a statistical agency, in accordance with Federal Law.

PHYSICAL WORKS PROGRAMS AND SERVICES

- A.17 Uchucklesaht Tribe will be responsible for the operation, maintenance and replacement of physical works on its Maa-nulth First Nation Lands.
- A.18 Uchucklesaht Tribe will provide a program for new residential housing and the construction and rehabilitation of existing residential housing on its Maa-nulth First Nation Lands.
- A.19 Uchucklesaht Tribe is responsible for new physical works construction, including water, sewer, roads, bridges, fire protection, electrification, as well as public facilities to support administrative activities on its Maa-nulth First Nation Lands.

PHYSICAL WORKS TERMS AND CONDITIONS

- A.20 In the delivery of the program in respect of residential housing referred to in paragraph A.18, Uchucklesaht Tribe will ensure that:
- a. a formally defined statement of eligibility criteria is established and is publicly available;
 - b. there is equality of access for all Uchucklesaht Tribe Indians; and
 - c. there is an impartial process for the appeal of administrative decisions related to the refusal to provide, or the discontinuance or reduction of, services or benefits.

A.21 Uchucklesaht Tribe will ensure that new physical works construction, including housing, on its Maa-nulth First Nation Lands is constructed in a manner consistent with applicable Federal Law, Provincial Law, standards, codes and guidelines, including building, and fire and safety codes.

**SCHEDULE B
FEDERALLY SUPPORTED PROGRAM AND SERVICE
BASE FUNDING AMOUNTS AND ADJUSTMENT FACTOR**

In this Schedule:

“**BYBFA**” means the “Base Year Block Funding Amount” as specified in Column 2 of Table 1.

“**EYBFA**” means the “Effective Year Block Funding Amount” as specified in Column 4 of Table 1.

“**EYFTF**” means the “Effective Year Federal Transfer Floor” as specified in Column 4 of Table 3.

BASE YEAR FUNDING AMOUNTS AND ADJUSTMENT FACTORS

B.1 Table 1 sets out:

- a. the BYBFA for ongoing Federally Supported Programs and Services to be provided by Uchucklesaht Tribe;
- b. the adjustment that will be made to the BYBFA to arrive at the Block Funding amount for the Effective Year; and
- c. the adjustments that will be made to the Effective Year Block Funding amount to arrive at the Block Funding amount for each subsequent Fiscal Year, while this Agreement is in effect.

**Table 1
Base Year Funding Amounts and Adjustment Factors**

| | | Pre-Effective Year | Effective Year | Subsequent Fiscal Year |
|---------------|--|-------------------------------------|--|-------------------------------|
| | Base Year Block Funding Amount (2004Q4\$) | Adjustment to Effective Date | Effective Year Block Funding Amount | Composite Adjustor |
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Block Funding | \$965,877 | Budget Adjustment Factor = 2% | \$\$\$ | 3.32% |

NOTE: Base Year Block Funding Amount includes the following:

- \$719,331 ongoing funding provided by INAC-AINC
- \$119,422 ongoing funding provided by Health Canada
- \$127,124 ongoing incremental implementation funding

B.2 Calculation of Block Funding to Effective Date

The BYBFA will be adjusted to the Effective Date in accordance with Column 3 of Table 1 as follows:

| | | EYBFA |
|---------|------------------------------|-------|
| 2005/06 | BYBFA x 1.02 = | _____ |
| 2006/07 | BYBFA x 1.02 x 1.02 = | _____ |
| 2007/08 | BYBFA x 1.02 x 1.02 x 1.02 = | _____ |

and so on to determine the EYBFA.

Uchucklesaht Tribe and Canada will determine the EYBFA at least 90 days before the Effective Date, or as otherwise agreed by them.

B.3 Effective Date Adjustment of the EYBFA

If the Effective Date falls on April 1, the EYBFA will be the amount determined

in accordance with paragraph B.2.

If the Effective Date does not fall on April 1, and Canada and Uchucklesaht Tribe have not made any other transitional funding arrangements, the EYBFA will be determined as follows:

- a. for an activity that is part of a program or service in Column 2 of Table 1 of this Schedule and that is not carried on before the Effective Date, or for which the funding will be increased, the EYBFA for the activity or increase determined under paragraph B.2 will be multiplied by the number of days remaining in the Fiscal Year on the Effective Date divided by 365; and
- b. for activities in Column 2 of Table 1 that are carried on before the Effective Date, EYBFA determined under paragraph B.2 of this Schedule will be reduced by any amounts that have been paid in respect of those activities before the Effective Date by Canada to Uchucklesaht Tribe.

B.4 Calculation of Block Funding Amounts for Subsequent Fiscal Years

The calculation date is a date at least 90 days before the start of each Subsequent Fiscal Year at which time Canada will calculate the Block Funding amount for the Subsequent Fiscal Year and provide that information to Uchucklesaht Tribe.

Block Funding amounts for Subsequent Fiscal Years will be calculated as the product of the EYBFA calculated in accordance with paragraph B.2 multiplied by the composite adjustor in Column 5 of Table 1 as follows:

| | | Subsequent Fiscal Year Funding Amount |
|--------|--|--|
| Year 2 | EYBFA x [1.0332] = | _____ |
| Year 3 | EYBFA x [1.0332] x [1.0332] = | _____ |
| Year 4 | EYBFA x [1.0332] x [1.0332] x [1.0332] = | _____ |

and so on for the term of this agreement.

For each Fiscal Year, the net transfer will be the Subsequent Fiscal Year Funding Amount, as determined above, less the federal own source revenue inclusion

amount for the Previous Fiscal Year determined in accordance with paragraph 14.0 of the Uchucklesaht Tribe Own Source Revenue Agreement.

TIME LIMITED FEDERAL FUNDING AMOUNTS AND ADJUSTMENT FACTORS

B.5 Table 2 sets out:

- a. the Time Limited Federal Funding amounts;
- b. the number of years over which Time Limited Federal Funding amounts will be paid; and
- c. the adjustments that will be made to the Time Limited Federal Funding amounts to arrive at the Effective Date Time Limited Federal Funding amounts and the annual payments for Subsequent Fiscal Years.

**Table 2
Time Limited Federal Funding Amounts and Adjustment**

| | Time Limited Federal Funding Amount (2004Q4\$) | Adjustment to Effective Date | Effective Date Time Limited Federal Funding Amount | Subsequent Fiscal Year Adjustor | Number of Years of Annual Payments |
|------------------------------|---|-------------------------------------|---|--|---|
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 |
| Time Limited Federal Funding | \$11,842 | Price | \$\$\$ | NA | 1 |
| | \$3,552,592 | | \$\$\$ | 4% | 3 |
| | \$1,184,197 | | \$\$\$ | | 8 |

B.6 Calculation of Time Limited Federal Funding to Effective Date

The Time Limited Federal Funding amounts will be adjusted by multiplying the Time Limited Federal Funding amounts in Column 2 of Table 2 by the price adjustment factor, as follows:

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{LQ} / \text{FDDIPI}_{04Q4}$$

and:

FDDIPI_{LQ} is the first published value of FDDIPI for the latest quarter, 90 days before the Effective Date for which Statistic Canada has published a FDDIPI; and

FDDIPI_{04Q4} is the latest value of FDDIPI for the fourth quarter of 2004, published by Statistic Canada at the same time as the value used in FDDIPI_{LQ}.

B.7 Annual Payments of Time Limited Federal Funding

The Effective Date Time Limited Federal Funding amounts in Column 4 of Table 2 will be adjusted for interest at 4% per annum, compounded annually, on the unpaid declining balance, and paid in installments over the number of years in Column 6 of Table 2 commencing within 10 business days of the Effective Date and, thereafter, within 10 business days of April 1 of each Subsequent Fiscal Year, as set out in B.8.

B.8 Table 2A sets out the Annual Payments of Time Limited Federal Funding:

Table 2A
Annual Payments of Time Limited Federal Funding

| | 1 Year Term | 3 Year Term | 8 Year Term | Total Annual Payment |
|----------------|--------------------|--------------------|--------------------|-----------------------------|
| Effective Year | \$11,842 | \$1,230,934 | \$169,121 | \$1,411,897 |
| Year 2 | | \$1,230,934 | \$169,121 | \$1,400,055 |
| Year 3 | | \$1,230,934 | \$169,121 | \$1,400,055 |
| Year 4 | | | \$169,121 | \$169,121 |
| Year 5 | | | \$169,121 | \$169,121 |
| Year 6 | | | \$169,121 | \$169,121 |
| Year 7 | | | \$169,121 | \$169,121 |
| Year 8 | | | \$169,121 | \$169,121 |
| Total | | \$3,692,802 | \$1,352,968 | \$5,057,612 |

NOTE: Table 2A is for illustrative purposes only as the amount has been

adjusted by 4% on the declining balance in accordance with B.7 but has not been adjusted to Effective Date

FEDERAL TRANSFER FLOOR AMOUNT AND ADJUSTMENT FACTORS

B.9 Table 3 sets out:

- a. the base year federal transfer floor amount; and
- b. the adjustments that will be made to the base year federal transfer floor amount to arrive at the EYFTF and for Subsequent Fiscal Years.

**Table 3
Federal Transfer Floor Amount and Adjustment Factors**

| | Pre-Effective Year Adjustments | | Effective Year | Subsequent Fiscal Year Adjustment |
|-------------------------------|--|------------------------------|--|-----------------------------------|
| Program Area | Base Year Federal Transfer Floor Amount (2004Q4\$) | Adjustment to Effective Date | Effective Year Federal Transfer Floor Amount | Composite Adjustment Factor |
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Federal Transfer Floor | \$213,894 | Price | \$\$ | 3.32% |

B.9 Calculation of the Federal Transfer Floor to Effective Date

The federal transfer floor as specified in Column 2 of Table 3 will be adjusted by multiplying the base year federal transfer floor amount by the price adjustment factor in Column 3 of Table 3, in the manner described in paragraph B.6.

B.10 Calculation of the Federal Transfer Floor for Subsequent Fiscal Years

The federal transfer floor amounts for Subsequent Fiscal Years will be calculated as the product of the EYFTF as determined under paragraph B.10, multiplied by the composite adjustment factor in Column 5 of Table 3 as follows:

**Subsequent
Fiscal Year
Transfer
Floor**

Year 2 EYFTF x [1.0332] = _____

Year 3 EYFTF x [1.0332] x [1.0332] = _____

Year 4 EYFTF x [1.0332] X [1.0332] X [1.0332] = _____

and so on for the term of this Agreement.

The Parties will determine the federal transfer floor amount for the Effective Year at least 90 days before the Effective Date, or as otherwise agreed by them.

**SCHEDULE C
REPORTING PROCEDURES**

Uchucklesaht Tribe Fiscal Financing Agreement Procedure C.1

Health Reporting for Fiscal 20XX

Reference: Paragraph A.1(a)

- number of individuals to whom immunization has been provided by antigen and age group.

Annual -- Report to the federal and/or provincial governments in accordance with the immunization schedule identified in the Community Health Plan. Sample "Annual Immunization Coverage Report" for reporting purposes attached at Appendix A.

Uchucklesaht Tribe Fiscal Financing Agreement Procedure C.2

Health Reporting for Fiscal 20XX

Reference: Paragraph A.1(a)

- incidence of communicable diseases of individuals by category of communicable disease and notification of communicable diseases with epidemic potential

1. **Within 24 Hours** -- Notification to British Columbia and First Nation and Inuit Health Branch (FNIHB) of communicable diseases with epidemic potential.
2. **Monthly** -- Report to the senior nurse on communicable diseases as required by Provincial Regulation, including contact tracing and follow up, in accordance with the Community Health Plan.
3. **Annual** -- Summary of the incidence of communicable diseases by community.

| Annual Summary of Communicable Diseases | | | |
|--|--|------------------|---|
| "Communicable Disease Reports" Month | Notifiable Communicable Disease | Community | Number of Individuals with Disease |
| | | | |
| | | | |
| | | | |
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Uchucklesaht Tribe Fiscal Financing Agreement

Procedure C.3

Health Reporting for Fiscal 20XX

Reference: Paragraph A.1(b)

- home and community care service delivery

1. **Monthly** -- Submit "Total Service Reports" through the e-SDRT/HCC electronic tool
2. **Annual** -- "Total Services Report" summary of home and community care service delivery

| | Number |
|------------------------------|---------------|
| Home Visits | |
| Attempted Home Visits | |
| Total Home Visits | |

| Home and Community Care Service | Total Hours of Service Provided | Assisted Living | Nursing Services | Personal Care | Professional Therapies | Case Management | In-home Respite Care |
|--|--|------------------------|-------------------------|----------------------|-------------------------------|------------------------|-----------------------------|
| Acute Post-hospital/Ambulatory | | | | | | | |
| Acute Chronic Illness | | | | | | | |
| Chronic Illness - Time Limited | | | | | | | |
| Chronic Illness - Continuous | | | | | | | |
| Chronic Illness – Intermittent | | | | | | | |
| Palliative Care | | | | | | | |
| Acute Mental Illness | | | | | | | |
| Frail Elderly | | | | | | | |
| Challenged with Coping Abilities | | | | | | | |
| Any Other Profile | | | | | | | |
| Total | | | | | | | |

Uchucklesaht Tribe Fiscal Financing Agreement Procedure C.4

Health Reporting for Fiscal 20XX

Reference: Paragraph A.1(b)

- year-end home and community care Human Resources Profile via electronic reporting system e-SDRT/HCC

Annual -- Summary of home and community care human resources at year end

| Home Care Nurses (RNs, LPNs) | Full-time FTEs | Part-time FTEs | Totals |
|---|----------------|----------------|--------|
| Limited scope of practice | | | |
| Full scope of practice | | | |
| Totals | | | |

| Personal Care Providers | Full-time FTEs | Part-time FTEs | Totals |
|-----------------------------------|----------------|----------------|--------|
| Untrained | | | |
| Minimum skill set | | | |
| Certification/recognized training | | | |
| Totals | | | |

| Client Assessors | Full-time FTEs | Part-time FTEs | Totals |
|-------------------------|----------------|----------------|--------|
| Untrained | | | |
| Trained | | | |
| Totals | | | |

| Case Managers | Full-time FTEs | Part-time FTEs | Totals |
|----------------------|----------------|----------------|--------|
| Untrained | | | |
| Trained | | | |
| Totals | | | |

| Program Support | Full-time FTEs | Part-time FTEs | Totals |
|------------------------|----------------|----------------|--------|
| Totals | | | |

FTE means full time equivalent.

Uchucklesaht Tribe Fiscal Financing Agreement Procedure C.5

Health Reporting for Fiscal 20XX

Reference: Paragraph A.5(f)(iv)

- update of the Community Health Plan prepared in accordance with the Health Canada guide entitled "A Guide to Developing a Health Plan for First Nations and Inuit Communities", dated September 2001 (or most recent version).

1. **Annual (As required)** -- Provide to FNIHB a Community Health Plan updated for new programs or services.
2. **Every 5 Years (Mandatory)** -- Provide to FNIHB a Community Health Plan updated as a result of the findings in the five-year Evaluation Report (see Procedure C.7)

Uchucklesaht Tribe Fiscal Financing Agreement Procedure C.6

Health Reporting for Fiscal 20XX

Reference: Paragraph

- annual report to community members on the delivery of health programs and services and the use of resources provided to them in accordance with the health priorities and objectives in the Community Health Plan

Annual -- Provide to community members an annual report prepared in accordance with the Community Health Plan and the Health Canada guide entitled "Guide for Preparing the Health Services Transfer Community-Based Annual Report", dated March 2005 (or most recent version).

The annual report to community members is to include, but not be limited to, the following:

1. summary of programs and services delivered, including goals and objectives of each;
2. data on services, operations and results;
3. activities used to deliver programs and services;
4. progress made toward the objectives and long-term goals (outcomes) of the Community Health Plan;
5. explanations for any deviations from the Community Health Plan;
6. challenges and documented changes in members' health status encountered when delivering the health program;
7. annual summary of the provision of mandatory programs according to the requirements of the Fiscal Funding Agreement; and
8. resources allocated – a copy of the annual audit of the community's financial statements.

Uchucklesaht Tribe Fiscal Financing Agreement Procedure C.7

Health Reporting for Fiscal 20XX

Reference: Paragraph A.7

- 5-year evaluation in respect of the delivery of health programs and services

Every 5 Years -- Provide Canada an evaluation report prepared in accordance with the Community Health Plan and the Health Canada guide entitled "Guide for Preparing the Evaluation Report for Health Services Transfer Community-Based Evaluation", dated March 2005 (or most recent version).

The evaluation is to be conducted in accordance with the evaluation plan, which is part of the Community Health Plan, during the 4th year of the period of the funding agreement to allow the report to be completed in the 5th year.

The evaluation report is to include, but not be limited to, the following:

1. an assessment of the effectiveness of community health programs and objectives; and,
2. a determination of any changes in the health status of community members.

Uchucklesaht Tribe Fiscal Financing Agreement

Procedure C.8

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.8(a) - individuals to whom income assistance is provided under paragraph A.8(a), by category of assistance.

| | Singles | Families | Couples | Total |
|---------------|---------|----------|---------|-------|
| Case Months * | | | | |
| Case Load * | | | | |

*Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands.

Case Months is the sum of the number of cases who received income assistance in any of the twelve months in the fiscal year (reported by category of assistance Example: for families: April 3 cases; May - 5 cases; June - 4 cases, July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. $Case\ Months = 3 + 5 + 4 + 4 + 4 + 5 + 5 + 5 + 5 + 4 + 4 + 4 = 52$.

Case Load is the average number of cases receiving income assistance, i.e. case months divided by 12. For the example above, case load would be $52/12 = 4.33$.

Uchucklesaht Tribe Fiscal Financing Agreement

Procedure C.9

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.8(a) - individuals to whom income assistance is provided under paragraph A.8(a) by category of assistance

| | PPMB Singles | PPMB Families | PPMB Couples | Total |
|-------------|-----------------|------------------|-----------------|-------|
| Case Months | | | | |
| Case Load | | | | |

| | PWD Singles | PWD Families | PWD Couples | Total |
|-------------|----------------|-----------------|----------------|-------|
| Case Months | | | | |
| Case Load | | | | |

*Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands

Notes:

Persons with Persistent Multiple Barriers - have a medical condition, other than an addiction, confirmed by a physician, which has continued for at least one year or has occurred frequently in the past year and is likely to continue for at least two more years, and in the opinion of the First Nation Social Development worker, the confirmed medical condition seriously restricts the client's ability to search for, accept or continue employment.

Persons with Disabilities - An individual who is 18 years of age or older and must have a severe mental or physical impairment that, in the opinion of a medical practitioner is likely to continue for at least 2 years, and in the opinion of a health professional, directly and significantly restricts the individual's ability to perform daily living activities either continually or periodically for extended periods, and as a result of those restrictions, the individual requires help to perform daily living activities.

Case Months is the sum of the number of cases who received income assistance in any of the twelve months in the fiscal year (reported by category of assistance. Example: for families: April 3 cases; May - 5 cases; June - 4 cases, July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. Case Months = 3 + 5 + 4 + 4 + 4 + 5 + 5 + 5 + 5 + 4 + 4 + 4 = 52

Case Load is the average number of cases receiving income assistance, i.e. case months divided by 12. For the example above, case load would be $52/12 = 4.33$.

Uchucklesaht Tribe Fiscal Financing Agreement

Procedure C.10

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.8(b) - individuals to whom non-insured health benefits are provided under paragraph A.8(b)

| | |
|---------------|--------------|
| | TOTAL |
| Case Months * | |
| Case Load * | |

* non-insured health benefits for non-Indian members of Indian Families ordinarily resident on X First Nation Land

Case Months is the sum of the number of cases who received income assistance in any of the twelve months in the fiscal year (reported by category of assistance. Example: for families: April 3 cases; May - 5 cases; June - 4 cases, July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases; December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. $Case\ Months = 3 + 5 + 4 + 4 + 4 + 5 + 5 + 5 + 5 + 4 + 4 + 4 = 52$.

Case Load is the average number of cases receiving income assistance, i.e. case months divided by 12. For the example above, case load would be $52/12 = 4.33$.

Uchucklesaht Tribe Fiscal Financing Agreement

Procedure C.11

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.10(b) - enrollment and completion rates of individuals in training and employment programs provided under paragraph A.10(b)

| Program/Measure | Enrollment | Completion Rate and Number |
|-----------------|------------|----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Notes:

The completion rate is calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

Uchucklesaht Tribe Fiscal Financing Agreement

Procedure C.12

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.10(c) - National Child Benefit Reinvestment Program

Amount of reinvestment fund: \$_____

| | |
|--------------------------|--|
| Type of Project * | |
| Objectives | |
| Expected Results | |
| Accomplishments | |

* e.g. child care, child nutrition, support for parents, home work transition, cultural enrichment

**Uchucklesaht Tribe Fiscal Financing Agreement
Education Reporting for Fiscal 20XX**

Procedure C.13

Paragraph A.11(a) - enrollment and completion rates and number of Eligible Students receiving Federally Supported Programs and Services under paragraph A.11(a), by gender of student and type of educational institution.

| EDUCATIONAL INSTITUTION | Enrolment* | | | | Completion Rate* and Number | | | |
|--------------------------------|------------------------------|--------------------|---------------------------------|-------|------------------------------|--------------------|---------------------------------|-------|
| | First Nation Operated School | Independent School | Provincial School (SDs 70 & 84) | Total | First Nation Operated School | Independent School | Provincial School (SDs 70 & 84) | Total |
| KINDERGARTEN | | | | | N/A | N/A | N/A | |
| ELEMENTARY (Graded) | | | | | N/A | N/A | N/A | |
| ELEMENTARY (Ungraded) | | | | | N/A | N/A | N/A | |
| SECONDARY (Graded) | | | | | | | | |
| SECONDARY (Ungraded) | | | | | | | | |
| DOGWOOD Completion Certificate | | | | | | | | |
| School Leaving Certificate | | | | | | | | |
| TOTAL | | | | | | | | |

* Eligible Students ordinarily resident on its Maa-nulth First Nation Lands.

Notes:

The completion rate is calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

Uchucklesaht Tribe Fiscal Financing Agreement

Procedure C.14

Education Reporting for Fiscal 20XX

Paragraph A.11 (d) - enrollment and completion rates and number of individuals receiving Federally Supported Programs and Services under paragraph A.11 (d), by gender of student and type of educational institution.

| EDUCATIONAL INSTITUTION | Enrolment* | Completion Rate* and Number |
|-------------------------------------|------------|-----------------------------|
| University | | |
| University College | | |
| College (Public/Private) | | |
| Open Learning Agency | | |
| Institutes | | |
| Private Post-Secondary Institutions | | |
| TOTAL | | |

* Uchucklesaht Tribe Indians wherever they reside in Canada.

NOTES:

University - offer a wide array of undergraduate degree programs as well as a comprehensive range of programs at the graduate level. Universities also offer diplomas and certificates in a variety of professional fields, as well as programs of continuing education. They are major centres of basic and applied research. (UBC, UVic, SFU, UNBC & RRU)

University College - offer degrees, often in specialized subject and applied areas, as well as many of the same certificate and diploma programs as colleges. When amendments to the College and Institute Act come into force later this year, university-colleges will be able to offer applied masters degrees. (Kwantlen, Malaspina, Okanagan, Cariboo & Fraser Valley)

College - provide courses and programs leading to certificates, diplomas and associate degrees in vocational, career, technology, trades and academic studies. Colleges also provide adult basic education courses. When amendments to the College and Institute Act come into force later this year, colleges will be able to offer applied bachelors degrees. (11 Public Colleges)

Open Learning Agency - provides open learning education province-wide and internationally. The OLA is mandated by the Ministry to offer a range of college- and university-level programs leading to certificates, diplomas and degrees, and works in partnership with other post-secondary institutions to provide distance learning. (Note: OLA is going to be replaced with BCcampus - it is expected that the open learning courses will still be offered, just by a different organization.)

Institutes - provide specialized programs in technologies and trades, art and design, law enforcement, and indigenous studies. They may offer credentials ranging from certificates to degrees. Aboriginal Institutes are public Aboriginal-controlled institutions that provide courses and programs leading to certificates, diplomas and associate degrees in program areas relevant to the needs of Aboriginal individuals and communities.. (3 Provincial; 2 Aboriginal)

Private Post-Secondary Institutions - include private universities, colleges and institutes that offer a range of academic programs, career-related training (including adult basic education and all aspects of job training [e.g., job skill training, job entry, and life skills]), university transfer and vocational programs including apprenticeship training. These institutions are not publicly funded.

Completion Rate - calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

SCHEDULE D
IMPLEMENTATION ACTIVITIES AND TIME LIMITED FEDERAL FUNDING

General

D.1 The Parties acknowledge that the Time Limited Federal Funding provided for in Column 2 of Table 2 of Schedule B is “Time Limited Federal Funding” described in paragraph 18.1.10 of the Maa-nulth First Nations Final Agreement.

D.2 The Time Limited Federal Funding identified in Column 2 of Table 2 of Schedule B, totalling \$4,748,631, is comprised of:

- a. \$186,159 for one time activities identified in D.3 of this Schedule; and
- b. \$4,562,472 to support those activities identified in D.4 of this Schedule

the purpose of which is to fund activities identified in D.3 and D.4 below.

D.3 The Uchucklesaht Tribe will undertake the following one time activities:

- a. transition activities related to land management;
- b. implementation of its Maa-nulth First Nation Fishing Right, including:
 - i. additional Joint Fisheries Committee meetings as well as preparation time;
 - ii. additional community consultation with regard to the management and enforcement of harvesting under its Maa-nulth First Nation Fishing Right; and
 - iii. *Ha’wiih* role in implementation of its Maa-nulth First Nation Fishing Right;
 - iv. a 30 year study of cetaceans, in the area off the west coast of Vancouver Island, by Uchucklesaht Tribe, including *Ha’wiih* representatives, and the provision of annual reports to the Joint Fisheries Committee;
- c. information systems development and the establishment of a registry of laws;

- d. additional support for the development and implementation of the management framework described in paragraph 3.12 of this Agreement; and
 - e. support for a Maa-nulth First Nations healing centre.
- D.4 Uchucklesaht Tribe is responsible for all ongoing activities and associated costs for:
- a. the operation and management of its fishery, including:
 - i. support for stock assessment as agreed to at the Joint Fisheries Committee meetings;
 - ii. fisheries projects as agreed by the Joint Fisheries Committee;
 - iii. incremental catch monitoring;
 - iv. participation on the Joint Fisheries Committee or a multi-First Nation fisheries management process or any subcommittee thereof, as described in the Maa-nulth First Nations Final Agreement;
 - v. planning and management of harvesting under its Maa-nulth First Nation Fishing Right;
 - vi. enforcement of Uchucklesaht Tribe Law related to its Maa-nulth First Nation Fishing Right ;
 - vii. review and development of habitat and enhancement proposals; and
 - viii. commercial fisheries;
 - b. activities related to National Parks and National Marine Conservation Areas, including:
 - i. meetings;
 - ii. administrative support;
 - iii. public consultation; and
 - iv. park management plans or reports;
 - c. treaty management activities, including:
 - i. professional services;

- ii. finance and administration;
 - iii. development, implementation, and annual updating of an emergency preparedness and response plan;
 - iv. insurance;
 - v. strategic and comprehensive community based planning;
 - vi. maintenance of information systems; and
 - vii. human resources management;
- d. capacity development and support for service delivery, including:
- i. counselling;
 - ii. language training and cultural education;
 - iii. adult education;
 - iv. initiatives for Uchucklesaht Tribe youth; and
 - v. other such programs and initiatives.

SCHEDULE E
PROVINCIALY SUPPORTED PROGRAMS AND SERVICES

E.1. Uchucklesaht Tribe, together with the other Maa-nulth First Nations, will ensure the provision of a minimum of one community development officer.

COMMUNITY DEVELOPMENT OFFICER TERMS AND CONDITIONS

E.2 Uchucklesaht Tribe, together with the other Maa-nulth First Nations, will ensure that a minimum of one community development officer position is created, filled and maintained over term of this Agreement with a job description that includes the following responsibilities:

- a) determine and document community social and economic needs;
- b) assist in accessing programs and services or in the development of Uchucklesaht Tribe programs and services;
- c) represent, advocate and act as liaison on behalf of the community with governments, government agencies and non-governmental organizations to meet the needs of the community;
- d) identify funding from governments, government agencies and non-governmental organizations in aid of community social and economic development;
- e) establish an effective process to facilitate applications for funding, and monitor and maintain any resultant funding arrangement in good order;
- f) facilitate effective community consultation and involvement in decisions that directly affect the social and economic needs of the community; and
- g) support community members in developing necessary skills and capacities.

COMMUNITY DEVELOPMENT OFFICER REPORTING

E.3. Uchucklesaht Tribe, together with the other Maa-nulth First Nations, will identify to British Columbia the name of the successful applicants for the position of community development officer.

E.4 Within 90 days after the end of each Fiscal Year, Uchucklesaht Tribe, together with the other Maa-nulth First Nations, will provide British Columbia with a report that includes the following:

- a) identification of successful applicants occupying the position of community

development officer;

b) a summary of activities and outcomes; and

c) a summary of program expenditures.

E.5 The Uchucklesaht Tribe will undertake activities to support resource development.

**SCHEDULE F
PROVINCIALY SUPPORTED
PROGRAM AND SERVICE FUNDING AMOUNTS**

ANNUAL FUNDING

- F.1 Subject to paragraph F.2, British Columbia will pay to the Uchucklesaht Tribe \$17,763 in each Fiscal Year of this Agreement.
- F.2 If the Effective Date does not fall on April 1, and the Parties have not made any other transitional funding arrangements, the Effective Year funding amount will be equal to the value in paragraph F.1 of this schedule multiplied by the number of days remaining in the fiscal year on the Effective Date and divided by 365.
- F.3 The Parties will determine the Effective Year funding amount referred to in paragraph F.2 at least 90 days before the Effective Date, or as otherwise agreed by the Parties.

ONE TIME FUNDING

RESOURCE DEVELOPMENT FUND

- F.4 On Effective Date British Columbia will provide one-time funding to the Uchucklesaht Tribe in the amount of \$710,518 for resource development referred to paragraph E.5.
- F.5 The Parties acknowledge that the Time Limited Provincial Funding provided for in paragraph F.4 for the activities in paragraph E.5 is Time Limited Provincial Funding for the purposes of 18.2.9 of the Maa-nulth First Nations Final Agreement.

F.6 At least 90 days before the Effective Date, or as otherwise agreed by the Parties, the funding amount provided to the Uchucklesaht Tribe referred to in paragraph F.4 will be adjusted by multiplying that funding amount by the price adjustment factor, as follows:

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{LQ} / \text{FDDIPI}_{06Q3}$$

and:

FDDIPI_{LQ} is the first published value of FDDIPI for the latest quarter, 90 days before the effective date for which Statistic Canada has published a FDDIPI; and

FDDIPI_{06Q3} is the latest value of FDDIPI for the third quarter of 2006, published by Statistic Canada at the same time as the value used in FDDIPI_{LQ} .

**SCHEDULE G
FISHERIES ACTIVITIES AND FUNDING**

In this Schedule:

“**EYFFA**” means the fisheries funding amount for the Effective Year as specified in Column 4 of Table 1.

G.1 Canada will provide fisheries funding to Uchucklesaht Tribe in the amount of \$36,050 in accordance with Table 1 of this Schedule, to support functions and activities listed in paragraphs G.6.

G.2 Table 1 sets out:

- a. the base year fisheries funding amount for activities specified in G.6 to be provided by Uchucklesaht Tribe;
- b. the adjustment that will be made to the base year fisheries funding amount to arrive at the EYFFA; and
- c. the adjustments that will be made to the EYFFA for each Subsequent Fiscal Year while this Agreement is in effect.

**Table 1
Base Year Fisheries Funding Amount and Adjustment Factors**

| | | Pre-Effective Year | Effective Year | Subsequent Fiscal Year |
|-------------------|--|-------------------------------------|--|-------------------------------|
| | Base Year Fisheries Funding Amount (2006Q4\$) | Adjustment to Effective Date | Effective Year Fisheries Funding Amount | Composite Adjustor |
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Fisheries Funding | \$36,050 | Price | \$\$\$ | 3.32% |

G.3 Calculation of Fisheries Funding to Effective Date

The base year fisheries funding amount will be adjusted by multiplying the base year fisheries funding amount as specified in Column 2 of Table 1 by the price adjustment factor in Column 3 of Table 1, as follows:

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{LQ} / \text{FDDIPI}_{06Q4}$$

and:

FDDIPI_{LQ} is the first published value of FDDIPI for the latest quarter, 90 days before the Effective Date for which Statistic Canada has published a FDDIPI; and

FDDIPI_{06Q4} is the latest value of FDDIPI for the fourth quarter of 2006, published by Statistic Canada at the same time as the value used in FDDIPI_{LQ} .

Uchucklesaht Tribe and Canada will determine the EYFFA at least 90 days before the Effective Date, or as otherwise agreed by them.

G.4 Effective Date Adjustment of the EYFFA

If the Effective Date falls on April 1, the EYFFA will be the amount determined in accordance with paragraph G.3 of this Schedule.

If the Effective Date does not fall on April 1, and Canada and Uchucklesaht Tribe have not made any other transitional funding arrangements, the EYFFA will be reduced by any amounts that have been paid by Canada in respect of those activities identified in paragraph G.6 carried on before the Effective Date.

If the Effective Date is April 1, the amount calculated in accordance with this paragraph will be paid within 10 business days of April 1 of that Fiscal Year.

If the Effective Date does not fall on April 1, the amount calculated in accordance with this paragraph will be paid on the first day of the month that starts on or after the Effective Date.

G.5 Calculation of Fisheries Funding Amounts for Subsequent Fiscal Years

The calculation date is a date at least 90 days before the start of each Subsequent Fiscal Year at which time Canada will calculate the fisheries funding amount for the Subsequent Fiscal Year and provide that information to Uchucklesaht Tribe.

Fisheries funding amounts for Subsequent Fiscal Years will be calculated as the product of the EYFFA calculated in accordance with paragraph G.3 multiplied by the composite adjustor in Column 5 of Table 1 as follows:

| | | Subsequent Fiscal Year Fisheries Funding Amount |
|--------|--|--|
| Year 2 | EYFFA x [1.0332] = | _____ |
| Year 3 | EYFFA x [1.0332] x [1.0332] = | _____ |
| Year 4 | EYFFA x [1.0332] X [1.0332] X [1.0332] = | _____ |

and so on for the term of this Agreement.

For each Fiscal Year, the net transfer will be the fisheries funding amount as determined above less the federal own source revenue inclusion amount for the Previous Fiscal Year determined in accordance with paragraph 14.0 of the Uchucklesaht Tribe Own Source Revenue Agreement not already taken into account in paragraph B.4 of Schedule B.

The amount calculated in accordance with this paragraph will be paid within 10 business days of April 1 of that Fiscal Year.

G.6 Uchucklesaht Tribe is responsible for the following:

- a. catch monitoring and reporting; and
- b. biological support as agreed by the Joint Fisheries Committee.

G.7 Unless otherwise agreed in writing by Maa-nulth First Nations and Canada, Uchucklesaht Tribe, together with the other Maa-nulth First Nations, will provide to Fisheries and Oceans Canada (DFO) in a manner described in the fisheries reporting procedure in this Schedule (except where otherwise provided for in a Harvest Document or a licence issued to implement the Maa-nulth First Nations Harvest Agreement) catch monitoring and fisheries reporting data and samples:

- a. that are for sufficient time and locations that the data enables the Parties to fulfill their obligations in the Maa-nulth First Nations Final Agreement;

- b. that are for all harvests for food, social, and ceremonial purposes under its Maa-nulth First Nations Fishing Rights, whether or not the Fish was caught incidentally;
- c. as appropriate, that distinguishes data for Fish that are selectively marked and for salmon from indicator stocks; and
- d. that facilitates the accurate generation of post-season estimates of total catch, and as appropriate, stock structure of the catch, and age structure of the catch.

G.8 Uchucklesaht Tribe Fisheries Report

Unless otherwise agreed in writing by Maa-nulth First Nations and Canada, Uchucklesaht Tribe, together with the other Maa-nulth First Nations, will provide weekly to DFO a report in-season that, where appropriate, summarizes the following data for each species and fishery:

- a. daily catch by gear reported as retained ;
- b. daily catch by gear reported as released;
- c. daily fishing effort by gear;
- d. Catch Per Unit Effort (CPUE);
- e. location of fishing.

For data management purposes, the actual format of the report will be provided annually by DFO, and an example is shown below:

| Species: | | | | | | | | |
|--|-----------|-------------------------------------|-------------------------------------|---------------------------------|-----------------------------------|--------------|----------------|----------------------------|
| Week of: <i>dd/mm/yyyy to dd/mm/yyyy</i> | | | | | | | | |
| Date | Gear type | Catch Reported as Retained (pieces) | Catch Reported as Released (pieces) | Fishing Effort Reported (hours) | Catch per Unit Effort (pieces/hr) | Monitor Site | Hours observed | Locations (sub-area, etc.) |
| | | | | | | | | |
| | | | | | | | | |
| Total | | | | | | | | |
| Prepared By: | | | | Signature: | | | | |

Species: Provide a separate table for each species, for fish that are selectively marked, and for salmon from indicator stocks.

Gear Type: Specify, e.g. gill net, drift net, rod and reel, gaff, fishwheel, fishway, fence or trap.

Monitor Site: Describe the location monitored.

Hours Observed: Indicate how many hours the monitor observed at the site.