



Canada ~ Yukon

COOPERATION AGREEMENT:
FORESTRY DEVELOPMENT

1991 — 1996

Canada

Yukon
Government

This booklet is a joint publication of
Forestry Canada and the Yukon
Government

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information can be obtained from:

Forestry Canada
506 West Burnside Road
Victoria, B.C. V8Z 1M5
(604) 363-0600

or

Yukon Government
Economic Development
Box 2703
Whitehorse, Yukon V1A 2C6
(403) 667-3011

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**Canada - Yukon
Cooperation Agreement:
Forestry Development
(1991-1996)**

CANADA - YUKON
COOPERATION AGREEMENT:
FORESTRY DEVELOPMENT
(1991-1996)

THIS AGREEMENT made this day of , 1991

BETWEEN: **GOVERNMENT OF CANADA** represented by the Minister of Forestry and the Minister of Indian Affairs and Northern Development (IAND) (herein referred to as "Canada")

OF THE FIRST PART,

AND: **THE GOVERNMENT OF THE YUKON** (herein referred to as "the Yukon"), represented by the Commissioner of the Yukon, and the Yukon Minister responsible for Economic Development: Mines and Small Business

OF THE SECOND PART.

WHEREAS Canada and the Yukon entered into an Economic Development Agreement (herein referred to as an "EDA"), dated May 7, 1991, under which they agreed to cooperate jointly in selecting and implementing initiatives for the regional and sectoral economic development of the Yukon;

AND WHEREAS the renewable resources sector and more specifically the forestry sector, has been identified by Canada and the Yukon as an important element of the economy of the Yukon;

AND WHEREAS the Department of Forestry Act empowers the Minister of Forestry to promote cooperation, in relation to the forest resources of Canada, with the governments of the provinces, territories, and with non-governmental organizations in Canada, and to participate in the promotion of such cooperation with the governments of other countries and with international organizations;

AND WHEREAS Section 5(b) of the Department of Indian Affairs and Northern Development Act states that the Minister of Indian Affairs and Northern Development is responsible for undertaking, promoting and recommending policies and programs for the further economic and political development of the territories;

AND WHEREAS Canada and the Yukon recognize the importance of prompt reforestation of areas harvested and that continuous protection of the resource against insects, diseases and fire is a fundamental principle of sound forest management which complements the objectives of this Agreement;

AND WHEREAS the Commissioner in Council by Order in Council 1991-7/2375 of the 28th day of November, 1991, has authorized the Minister of Economic Development to execute this Agreement jointly with the Commissioner of the Yukon Territory on behalf of the Yukon;

AND WHEREAS the Commissioner in Council by the Intergovernmental Agreements Act assented to on the 21st day of November 1989 has authorized the Commissioner of the Yukon Territory to execute this Agreement on behalf of the Yukon;

AND WHEREAS the Governor in Council by Order in Council P.C. 1991-2362 of the 28th day of November, 1991, has approved entry into this Agreement by the Commissioner of the Yukon;

AND WHEREAS the Governor in Council by Order in Council P.C. 1991-7/2375 of the 28th day of November, 1991, has authorized the Minister of Forestry to enter into this Agreement on behalf of Canada.

NOW THEREFORE the parties hereto agree as follows:

SECTION 1: DEFINITIONS

1. In this Agreement:

- (a) "Administering Agency" means the federal or Yukon government department responsible for delivering a program or a project;
- (b) "Capital Project" means any project which is determined by a Management Committee to include the construction or acquisition of fixed assets;
- (c) "Commissioner" means the Commissioner of the Yukon and includes anyone authorized by the Commissioner to act on his behalf;
- (d) "Contributing Party" means the Department of Forestry, or the Yukon Department of Economic Development: Mines and Small Business, or both which provides funding to the Administering Agency;
- (e) "Consensus" as it applies to Management Committee decisions, means agreement by all voting committee members with the exception of those wishing to abstain;
- (f) "Cooperation Agreement" means a subsidiary agreement under the EDA;
- (g) "Eligible Costs" means those costs as defined in paragraph 6.6 and 6.7;
- (h) "Federal Minister" means the Minister of Forestry and includes any person authorized by him to act on his behalf;
- (i) "Fiscal Year" means the period commencing on April 1 and ending on March 31 of the immediately following year;
- (j) "Implementation Committee" means the EDA committee established pursuant to paragraph 5.1 of the EDA;
- (k) "Management Committee" means the Committee established pursuant to paragraph 4.1 of this agreement;
- (l) "Non-capital Project" means any project other than a capital project;
- (m) "Program" means any one of the programs described in the Schedules attached to this Agreement and any program which may subsequently be added by mutual agreement between Canada and the Yukon;
- (n) "Project" means any specific initiative which is implemented by Canada, the Yukon or a third party and which forms a component of a program;
- (o) "Project Authorization Form" means the form as described in paragraph 5.1 used for project approvals;
- (p) "Yukon Minister" means the member of the Executive Council of the Yukon responsible for Economic Development: Mines and Small Business, and includes any person authorized by him to act on his behalf; and
- (q) "Sustainable Forest Development" means forest development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

SECTION 2: PURPOSE

2.1 The purpose of this Agreement is to establish the processes and structures necessary to implement projects and programs designed to support the expansion and diversification of the Yukon economy in the areas of forestry, and to assist Northern residents to benefit from the forest resources in a way which contributes to the Yukon economy and is consistent with their interests and aspirations.

2.2 The principal intent of this Agreement is that Canada and the Yukon, either directly or through agents or contracts, shall undertake programs described in Schedule A attached hereto in accordance with the objectives of this Agreement and the EDA.

2.3 The overall objective of this Agreement is to promote the sustainable development of the forest resources of the Yukon thereby ensuring a continuous supply of forest resources both consumable and non-consumable, protecting the ecological diversity of the forest environment, creating employment, increasing economic diversity and stability, and improving the awareness of forest management amongst the Yukon people including First Nations. More specifically the objectives are to:

- (a) improve forest planning including the identification of opportunities for further development of Yukon forest resources both consumable and non-consumable;
- (b) strengthen operational research in silviculture and the transfer of knowledge to forest practitioners;
- (c) establish an operational silviculture program to enhance timber supply and forest health including the reforestation of up to 500 hectares of forest not satisfactorily regenerated;
- (d) improve Yukon residents' awareness, understanding and knowledge of the forest resources and integrated forest management practices; and
- (e) promote the development of silvicultural enterprises and a human resource base capable of supplying the broad range of forest management services required to support sustainable forestry development in the Yukon.

SECTION 3: TERM

3.1 This Agreement shall be effective from the date on which it is signed by the Ministers.

3.2 This Agreement shall terminate, subject to paragraphs 6.1, 6.2, 6.3, 8.1, 8.2 and 8.3 on March 31, 1996, or such earlier date as may be agreed to in writing by the Parties. Either Party may terminate this Agreement at the end of any fiscal year by giving to the other Party one clear fiscal year's notice in writing of such termination.

3.3 No project shall be approved after March 31, 1996. All project expenditures must be incurred by March 31, 1996, and no claim shall be paid unless notice of claim is received by March 31, 1996.

3.4 The Management Committee shall continue to exist and operate for as long as necessary to meet its requirements as set out under this Agreement, as long as no costs are incurred after March 31, 1996.

3.5 The administrative obligations set forth in Sections 5, 7, 8, 9, 11, and 12 of this Agreement shall survive termination of the Agreement and shall remain in effect until they are discharged. However the costs of these obligations that are incurred after March 31, 1996, shall not be funded from this Agreement.

SECTION 4: MANAGEMENT AND ADMINISTRATION

4.1 For the purposes of this Agreement Canada and the Yukon shall establish a Management Committee. The Management Committee shall consist of equal numbers of representatives from the Yukon and Canada and a representative of the Council for Yukon Indians comprised as follows:

- (a) The Director General, Pacific and Yukon Region of the Department of Forestry or his delegate, and the Deputy Minister of the Department of Renewable Resources, Government of the Yukon or his delegate, shall co-chair the Management Committee;
- (b) The Co-chairs of the Management Committee may each appoint an additional nominee to the Committee as voting members;
- (c) A representative from the Council for Yukon Indians will be a voting member of the Management Committee;
- (d) The Management Committee may appoint a nominee from a private sector organization as a voting member; and
- (e) Representatives of IAND and the Department of Economic Development: Mines and Small Business, Government of the Yukon shall be voting members of the Management Committee.

4.2 The Management Committee established pursuant to this Agreement shall be responsible for the overall management, approval and implementation of programs identified in Schedule A. Its powers, duties, functions and responsibilities shall include the following:

- (a) to ensure that the intent and the terms and conditions of this Agreement are carried out;
- (b) to establish procedures in respect of its own meetings, including rules for the conduct of meetings and the making of decisions where the members are not all physically present in one place;
- (c) consistent with paragraph 5.2 of the EDA, to establish such procedures, forms, guidelines and reports as are deemed expedient and appropriate for the financial control and efficient implementation of projects and for the overall management and administration of its programs;
- (d) to establish selection criteria for the approval or rejection of applications for funding or funding assistance of project proposals;
- (e) to approve or reject applications for funding or funding assistance of project proposals submitted under programs identified in Schedule A;
- (f) subject to section 12.10 and with the approval of the Implementation Committee recommend to the Federal and Yukon Ministers the transfer of funds between Agreements, and the addition, amendment or deletion of programs where deemed appropriate and consistent with the purpose and intent of this Agreement;
- (g) pursuant to the direction of the Implementation Committee, to implement a monitoring system and such procedures as may be required to effect an evaluation of projects and programs undertaken pursuant to this Agreement;
- (h) pursuant to the direction of the Implementation Committee to implement a communications strategy to serve the information requirement of the public and to encourage public awareness of the activities of both parties under this Agreement;
- (i) to approve expenditures pursuant to public information, evaluation, and administration activities;
- (j) to make available to all government departments and agencies as may require them, the results obtained by projects implemented under this Agreement;
- (k) to ensure a full and free flow of information between the Parties;
- (l) to ensure that annual work plans are approved and progress monitored;
- (m) no later than September 30 of each year, provide to the Federal Minister and the Yukon Minister an Annual Report containing a review of the strategy, programming and budget as set out in Schedules A and B, a description of the progress and accomplishments for the previous Fiscal Year, including a reporting of individual activities internal and/or external to this Agreement which contribute to the objectives of this Agreement beyond normal operational levels of each party, and recommendations on any necessary amendments to be made by the Ministers;
- (n) to approve status reports submitted by the Administering Agency which provide information on the number of projects approved, rejected, pending, funds committed and expended, expenditures made in the Yukon, affirmative action measures and any other information requested by the Management Committee;
- (o) to establish advisory and coordination committees as required, or to request the presence of non-voting representatives from other departments, agencies or non-governmental bodies, where it is considered that their presence would contribute to the effectiveness of the Management Committee; and
- (p) to carry out such other powers, duties, functions or responsibilities which may be provided for elsewhere in this Agreement or identified by the Implementation Committee or the Federal Minister and Yukon Minister in writing.

4.3 Decisions of the Management Committee shall be effective only if made by consensus of either all members present and voting at a meeting, or in accordance with procedures approved pursuant to paragraph 4.2(b). Should a voting member wish to abstain, then such decisions must be taken unanimously by those voting.

4.4 Any matter with respect to which the Management Committee is unable to reach a consensus decision shall be referred to the Implementation Committee for decision. Any matter upon which the Implementation Committee is unable to reach a consensus decision may be referred to the Federal and Yukon Ministers, whose decisions shall be final and binding.

4.5 For the purposes of this Agreement any recommendation, decision made, approval given or report submitted by the Management Committee shall be attested to by the signatures of both co-chairpersons.

4.6 The Management Committee may appoint such sub-committees as it deems appropriate for the purpose of preparing such guidelines, reports, selection criteria, monitoring systems, information releases, communication strategies, promotional material and other procedures which are deemed to be required for the efficient management and administration of this Agreement.

4.7 The Management Committee may invite representatives from the public to participate as observers in committee meetings when subjects of interest to them may arise.

SECTION 5: IMPLEMENTATION

5.1 Each project under this Agreement submitted for the approval of the Management Committee shall be described in an EDA Project Authorization Form which includes the administering agency, the project name and description, the purposes and objectives, an outline of how the project is to be carried out and progress reported, the completion date, performance data to be provided, the number of jobs expected to be created, the total cost and the share of the cost to be borne by each of the parties involved, and whether revenue accruing from the project is shareable between Canada and the Yukon, pursuant to Section 7 and if so, in what proportion and such other information as may be required by the Management Committee.

5.2 The Administering Agency shall indemnify and save harmless the other party, its officers, servants, and agents, against all claims and demands of third parties in any way arising out of the implementation of such projects, except to the extent to which such claims or demands relate to acts or omissions of any officer, employee, or agent of the other party.

5.3 Subject to paragraph 5.6 and 5.7, all contractual arrangements shall be in accordance with policies and procedures of the administering agency and procedures approved by the Management Committee in a manner consistent with the EDA. Unless in the opinion of the Management Committee it is impractical to do so, contracts shall be awarded to the qualified and responsible tenderer submitting the lowest evaluated bid.

5.4 Reports, documents, plans, maps and other materials, other than defined in paragraph 5.5, prepared by any person with whom a contractual arrangement has been entered into pursuant to this Agreement shall become the property of the Parties to this Agreement.

5.5 Management Committee shall determine all future ownership or disposition of Patents, Copyrights and other Intellectual Property developed or acquired by one of the parties pursuant to this Agreement.

5.6 In the entering into of contractual arrangements, Canadian, and specifically Yukon labour and material, consulting and other professional services, shall be used by proponents of the projects and Parties to the agreement:

(a) in accordance with the Yukon's business incentive policies and the appropriate contracting policies and practices of the administering agency, to the extent that those regulations, policies and practices are consistent with the Canadian Charter of Rights and Freedoms and Canadian international obligations; and

(b) to the extent that the labour and material, consulting and other professional services are procurable and such procurement is consistent with economy and efficiency.

5.7 Contractual arrangements entered into pursuant to this Agreement shall provide that:

(a) any member of the Management Committee, or a duly authorized representative, shall be permitted to inspect the subject matter of a contract at all reasonable times;

(b) employee recruitment shall be posted through Canada Employment Centres with the assistance of Outreach Project workers, unless the Management Committee consider that this service cannot reasonably be

provided after consultation with the Canada Employment and Immigration Commission and the Yukon Advanced Education Branch;

(c) in the employment of persons on a project, there shall be no discrimination by reason of race, sex, age, family or marital status, national or ethnic origin, colour, religion, physical handicap or pardoned offence unless so designated under an affirmative action plan, and whenever possible positions will be filled from within the Yukon labour market, in a manner consistent with the Canadian Charter of Rights and Freedoms; and

(d) employment standards shall be in compliance with applicable laws, and rates of pay shall be those prevailing in the area of employment for each classification and in accordance with applicable collective agreements.

SECTION 6: FINANCIAL

6.1 Financing by Canada and the Yukon for the implementation of this Agreement is subject to annual review and approval by the Government of Canada and the Government of the Yukon and subject to the Parliament of Canada and the Legislative Assembly of the Yukon having appropriated funds for such financing for the fiscal year in which such financing is required.

6.2 Subject to the terms and conditions of this Agreement and subject to the appropriation of funds by the Parliament of Canada, Canada's expenditures in respect of jointly approved projects under this Agreement shall not exceed \$1,900,000 (one million, nine hundred thousand dollars) as identified in Schedule B.

6.3 Subject to the terms and conditions of this Agreement, and subject to the funds being made available by the Legislative Assembly of the Yukon, the Yukon's expenditures in respect of jointly approved projects under this Agreement shall not exceed \$814,000 (eight hundred, fourteen thousand dollars) as identified in Schedule B.

6.4 The overall total financial contributions of Canada and the Yukon to this Cooperation Agreement will be maintained at the 70% Federal - 30% Yukon ratio. The relative contributions of the parties may vary between fiscal years.

6.5 Adjustments to the levels of appropriated funding will be the responsibility of the Contributing Parties and must be consistent with levels determined by the Implementation Committee. Any amendment to paragraphs 6.2 and 6.3 shall require the prior approval of the Governor in Council and the Commissioner in Executive Council.

6.6 Subject to paragraph 6.9, the eligible costs to be financed or shared under this Agreement in respect of the capital projects, or any portion thereof, shall consist of:

(a) all direct costs, including those relating to public information, that in the opinion of the Management Committee have been reasonably and properly incurred for the implementation of the projects, but excluding costs in respect of project administration, survey, engineering and architecture related to capital projects; and

(b) up to ten percent (10%) of the direct costs described in paragraph 6.6(a) which shall be deemed to be the cost in respect of project administration, survey, engineering and architecture related to capital projects.

6.7 Subject to paragraph 6.9, the eligible costs to be financed or shared under this Agreement in respect of the non-capital projects, or any portion thereof, shall include all costs which, as determined by the Management Committee, have been reasonably and properly incurred and paid for the execution of any approved project.

6.8 The Management Committee may approve up to 10 percent (10%) of total program budgets as defined in Schedule B for administration. Items to be included will be audit, evaluation, public information and administering agency expenses. All administration expenditures shall be approved by the Management Committee prior to their occurrence.

6.9 The following shall not be eligible costs:

(a) any portion of the remuneration of any permanent employee of the Governments of Canada or Yukon or of any Crown Corporation or Agency not employed solely for the purpose of implementing a project or projects under this Agreement;

(b) except as otherwise agreed to by the Management Committee, any amounts, including the costs of operation and maintenance, paid for the occupation or use by a party of any fixed assets which are owned or leased by, or are under the control of, either party;

(c) any costs resulting from the acquisition of land or an interest in land by either Party;

(d) any costs in excess of eligible costs budgeted pursuant to paragraph 4.2(e), except where the administering agency has informed the Management Committee in writing immediately when it became aware that a cost overrun was probable and the Management Committee have approved the treatment of part or all of the amount of the overrun as an eligible cost;

(e) costs in respect of any project, incurred prior to approval by the Management Committees of a completed Project Authorization Form; and

(f) any other costs expressly described as ineligible elsewhere in this Agreement.

SECTION 7: PAYMENT PROCEDURES

7.1 Subject to paragraphs 6.1, 6.2 and 6.3 each Contributing Party may make interim payments to the other Contributing Party for its share of expenditures based on eligible costs incurred and paid for projects approved pursuant to subsection 4.2(e). Each contributing party may make interim payments to the Administering Agency.

7.2 The Administering Agency shall be responsible for controlling and accounting for project costs under this Agreement.

7.3 The Administering Agency will account for interim payments by providing to the Contributing Parties, on a quarterly basis, a detailed statement of project expenditures actually incurred and paid.

7.4 Canada may not make any interim payments to the Yukon until all interim payments made in any previous fiscal year have been repaid or accounted for in a form satisfactory to Canada.

7.5 Canada shall submit to the Yukon its statement of expenditures in a form satisfactory to the contributing parties and approved by the Director General, Department of Forestry, Pacific and Yukon Region or a delegated authority.

7.6 The Yukon shall submit to Canada its statement of expenditures in a form satisfactory to the contributing parties and approved by a senior officer of the Government of the Yukon.

7.7 Any discrepancies between the amounts paid by either Party by way of interim payments and the amounts actually payable as disclosed by an audit shall be promptly adjusted between Canada and the Yukon.

7.8 Notwithstanding paragraph 7.4, the last audited claim, pursuant to paragraph 3.3 shall be submitted to Canada prior to March 31, 1996. Any overpayment as disclosed by such audit shall become a debt due to Canada.

7.9 Each Administering Agency shall account for final program costs in a form satisfactory to both Parties. Such accounting shall be approved by a senior officer of the Administering Agency.

7.10 Each Administering Agency shall maintain proper and accurate accounts and records relating to the costs of projects undertaken pursuant to this Agreement.

7.11 Each Party will make all such accounts and records available at all reasonable times to authorized representatives of the other Party for inspection and audit, and will include a copy of an audit certificate where an audit has been carried out.

7.12 In the event of overpayment to a project, the federal share of the overpayment will be refundable to the Crown and shall constitute a Crown debt. The Yukon share of the overpayment will be refundable to the Government of the Yukon.

7.13 Where payments have been made by the Administering Agency to recipients for approved cost-shared projects, and where such payments are in excess of the amounts to which the recipients are entitled, including any and all funds not expended by such recipients for agreed purposes by the project termination date, the Administering Agency is to be held liable for repayment of any such excess to the Parties to this Agreement, on the basis of the cost shares established in paragraph 6.4.

SECTION 8: SHAREABLE REVENUE

8.1 Any recovery of a contribution, received within five years after termination of the Agreement, by Canada, the Yukon or their agencies shall be divided between Canada and the Yukon in the same proportions as their respective shared costs in that particular project.

8.2 Where any equipment purchased or works constructed with funds from this Agreement, are sold within five years after such acquisition or construction, the proceeds where appropriate, from the sale shall be divided between Canada and the Yukon in the same proportion as the Parties' respective contributions to that particular program or project.

8.3 The Administering Agency shall be responsible and accountable for ensuring the Parties to this Agreement receive their portion of the proceeds from sale referred to in paragraph 8.2.

8.4 Where any equipment purchased or works constructed by either one of the Parties for a purpose specified under this Agreement is used, within five years after such acquisition or construction, in a manner incompatible with the specified purpose, the Party so using the asset may, with the consent of the other Party, acquire the asset for an amount equal to the appraised market value of the asset at the time of the change in use, multiplied by the percentage contribution of the other Party to the purchase of the equipment or construction of the works.

SECTION 9: PUBLIC INFORMATION

9.1 Canada and the Yukon agree to cooperate in the development of a program of public information respecting the implementation of this Agreement and further agree to ensure the recognition of the contribution of both parties to projects. Such recognition will be disseminated by means of but not limited to the placement of advertisements, issuance of press releases, placement of radio and television public service announcements, production of feature articles and similar communication activities, and project signage. The parties agree that promotional information will be subject to the Official Languages Act.

9.2 Any public announcement relating to this Agreement, as well as any official opening ceremony for any project under this Agreement where such ceremony is indicated and appropriate, shall be arranged and announced jointly by the Parties with overall coordination undertaken by the Management Committee.

9.3 Contracts or contributions made pursuant to this Agreement shall contain terms stating that funding was provided under the terms of this Agreement, shall give due credit and recognition to the federal and Yukon governments.

9.4 The Parties further agree to supply, erect and maintain on the direction of the Management Committee:

(a) a project sign or signs during the construction of capital projects, consistent with federal-territorial identity graphics guidelines, specifying that the relevant project is a Canada - Yukon Forestry Development project under the Economic Development Agreement, detailing involvement by the Parties as well as any other federal or Yukon department or agency where relevant, or such other wording agreed upon by the parties;

(b) upon completion of such projects, a permanent sign or plaque to the effect set forth in paragraph 9.4(a);
and

(c) signs in offices that offer funding information and assistance, with a prominent federal-territorial EDA identifier.

9.5 The Management Committee may determine that any costs incurred pursuant to paragraphs 9.1, 9.2, 9.3 and 9.4 shall be shareable project costs, and shall form part of the costs.

9.6 Either Party may undertake a public information audit to determine the degree to which the Parties are achieving visibility and recognition from their contributions under this Agreement.

9.7 Should either Party determine as a result of the public information audit in paragraph 9.6 that its visibility and recognition is unsatisfactory, it may give notice to the other Party that it will deliver its share of the program itself.

SECTION 10: ENVIRONMENTAL CONSIDERATIONS

10.1 The Federal Environmental Assessment and Review Process and any process respecting development assessment required pursuant to an executed Yukon Indian Land Claim Agreement shall be followed for all projects or groups of projects jointly funded under Cooperation Agreements. All projects or groups of projects, shall be reviewed in the early planning stages.

SECTION 11: EVALUATION

11.1 During the term of this Agreement, and consistent with the provisions of the EDA, the Evaluation Committee, on behalf of the Implementation Committee, shall effect or arrange to effect an evaluation through the Management Committee of the programs listed in Schedule A with regard to stated objectives. Each Party to the Agreement agrees to provide the other with such information as may reasonably be required in order to undertake such an evaluation.

11.2 The Management Committee, consistent with the evaluation plan approved by the Implementation Committee and the evaluation requirements of the EDA, will prepare the terms of reference for the evaluation of this Agreement and recommend it to the Implementation Committee for approval.

11.3 The evaluation of this Agreement shall be completed no later than one year before the termination of this Agreement.

11.4 For the purpose of evaluation, the Management Committee shall ensure that an effective monitoring system is implemented and that baseline data, as prescribed by the evaluation framework (Section 6 of the EDA), and progress reports are prepared and made available annually to the Implementation Committee.

11.5 The costs of the evaluation process shall be shared by Canada and the Yukon, and form part of the costs identified in subsection 6.8.

11.6 Each Party shall provide the other with all relevant information as may be reasonably required for such evaluation.

11.7 The Management Committee will submit to the Ministers a comprehensive evaluation report one year prior to the termination of this Agreement.

SECTION 12: GENERAL

12.1 Canada and the Yukon agree to coordinate projects undertaken pursuant to this Agreement with other Agreements and programs, and to avoid duplication or overlapping of programming.

12.2 The terms and conditions of the EDA shall apply to this Agreement.

12.3 Schedule A attached to and forming part of this Agreement contains the objectives and descriptions of the programs to be carried out under this Agreement.

12.4 Schedule B attached to and forming part of this Agreement contains an outline of the development policy principles of Canada and the Yukon upon which this Agreement is based.

12.5 Schedule C attached to and forming part of this Agreement contains the Programs and sub-programs, their corresponding funding levels, and the parties' overall relative financial contributions.

12.6 Nothing in this Agreement shall be construed so as to affect the special status of Indian and Inuit people and of lands set aside for Indians. Furthermore, nothing in this Agreement shall jeopardize the position of the Indian and Inuit people with respect to any legal obligations which Canada might have because of Treaties, of claims arising therefrom, or of claims of any other nature.

12.7 Funding provided to projects by this Agreement shall in no way prejudice devolution negotiations between the Government of Canada and the Government of the Yukon.

12.8 Canada and the Yukon agree to cooperate in the attainment of their mutual objectives in the enhancement of Yukon's forest data base to include statistics as may be required in the establishment of a national forest data base. This Agreement will make funding available to assist in this enhancement, as described in Schedule A hereto.

12.9 The parties to this Agreement desire that the Agreement shall not be inconsistent with comprehensive land claims agreements in effect or ratified by Canada and the Yukon.

12.10 This Agreement may be amended in writing as agreed to from time to time by the signatories or their delegates.

12.11 No member of the House of Commons of Canada, or of the Legislature Assembly of the Yukon shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

12.12 Federal and Yukon laws of general application in the Yukon Territory shall apply to project review, approval and development.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Forestry and the Minister of Indian Affairs and Northern Development, and on behalf of the Yukon by the Yukon Minister responsible for Economic Development: Mines and Small Business, and the Commissioner of the Yukon.

IN THE PRESENCE OF:

GOVERNMENT OF CANADA

_____	_____	_____
Date	Witness	Minister of Forestry
_____	_____	_____
Date	Witness	Minister of Indian Affairs and Northern Development

GOVERNMENT OF THE YUKON

_____	_____	_____
Date	Witness	Minister of Economic Development: Mines and Small Business
_____	_____	_____
Date	Witness	Commissioner of the Yukon

CANADA-YUKON COOPERATION AGREEMENT FORESTRY DEVELOPMENT SCHEDULE A

Introduction

The forest resources are an important part of the Yukon's environmental, social and economic fabric. In the future, the diverse role of the forest resources and their importance will continue to grow and evolve. This Agreement represents an important step towards sustainable development of the forest resource and focuses on improved understanding and awareness, research, reforestation, integrated resource management, and human resource development.

Present Circumstances

The Yukon Territory covers 48.35 million hectares of which 27.37 million hectares are classed as forest land. Within the forest land classification, approximately 7.56 million hectares have been defined as productive forest lands supporting an estimated 459 million m³ of timber suitable for sawlogs and pulp wood. The major tree species are white spruce, black spruce, lodgepole pine and aspen. A large portion of the inventory is in the older immature and mature age classes.

The Yukon does have sites capable of supporting timber suitable for large sawlogs. These sites generally have alluvial conditions. The greatest potential for forest resource development is found in the South East Yukon, the Watson Lake area. However, the availability and accessibility of high quality timber is diminishing. The quality of timber growth throughout the Yukon's productive forests can be improved with intensive forest management.

Over the last ten years, the average cut has been roughly 130,000 m³ per year. Of the harvest, 53.5% was consumed as firewood, 43.2% as lumber, 3.3% in the houselog sector and in other uses. Historically, the Yukon forest industry has been dependent upon the overall economic activity and subject to large fluctuations.

The federal government, through the Department of Indian and Northern Affairs, is responsible for the protection, management and use of the Yukon's forests. The Fire Management Section, a small but effective organization with a good track record is responsible for forest protection. The emphasis of the fire protection program is on early detection and rapid initial attack.

The Forest Management Section is responsible for timber allocation, silviculture, forest inventory and planning. However, with limited funding available, forest inventory has been the main focus of the Section in recent years.

The allocation of timber in the Yukon is governed by the Territorial Timber Regulations pursuant to the Federal Territorial Lands Act. These Regulations are very basic and deal simply with the cutting and removal of timber.

There are two forms of tenure which are used for the disposal of timber. The most common is the Timber Permit, which authorizes a cut of up to 15,000 m³ with no responsibility for reforestation. Local policy has limited the maximum clear cut size to 15 hectares.

The second form of tenure which is relatively new with only one in place to date, is the Timber Harvesting Agreement (THA). This is a long term, area based tenure which provides a specific annual volume. Although agreement conditions vary, the THA includes a requirement to reforest and bring the harvested areas to a free-growing stage.

The Yukon forest industry considers their present tenure system and more specifically the Timber Permit to be a major constraint to forest resource development in the Yukon. The system of timber disposal in the past has not focused on re-establishing the forests or on developing long term forest management and silviculture practices. It is becoming increasingly apparent that improved knowledge in forest management, long term resource planning and the introduction of an operational silviculture program would enhance the forest resources of the Yukon.

The transfer, or devolution, of forestry responsibilities from the Federal to the Yukon government has been under consideration for years. The Yukon Government has indicated that, with the enactment of the Environment Act, forestry devolution is a high priority.

Through settlement of land claims, Yukon First Nations will secure greater access to funds for financing resource

development placing increased demands on the Yukon's renewable resources. In anticipation of increased pressures for development, additional data are required for the sound management of renewable resources. Existing and even planned data acquisition programs are inadequate to meet the requirements of sound resource management and development projects.

Rationale

The forest industry presently represents about 1% of the total Gross Territorial Product. An expansion of this contribution is possible. Forest resources in the Yukon represent opportunities for creating social and local employment diversity, small businesses, a more stable economy, integrated resource management opportunities, investment in the long-term and the sustainable development of a wide range of environmental values for future generations.

Both the Yukon and federal government have recently reaffirmed the development of the renewable resources sectors, including forestry, as a high priority. Most important are the need to maintain a secure supply of appropriate timber stocks and to further develop long term resource planning.

Mr. C. Heartwell in his 1988 study, *The Forest Industry in the Economy of the Yukon*, made four major suggestions:

1. develop forest industry resources information;
2. secure technical advice and assistance to all sectors of the forest industry;
3. develop a formal forest policy and a forest management regime; and
4. provide research and development funding into the various aspects of the forest industry.

This Agreement will further work done on suggestions 2, 3, and 4 while aspects of the first suggestion will be addressed through programming under other Cooperation Agreements.

The Yukon Economic Strategy states: "The strategy emphasizes wise planning of future resource development, diversifying resource-based economic activity, and consultation with resource users." The future growth of the Yukon's forest industry lies in our ability to utilize the tremendous untapped resource of small trees occupying upland sites and to maintain vigorous stands on productive forest lands.

Enhancements to the forest industry and forest resource values must be based upon sustainable development principles developed by using sound forest management practices. Under such a management regime the Yukon forest can yield a broad range of quality consumable and non-consumable products. Essential ecological processes and values will be enhanced and the genetic diversity of plants and animal habitat preserved through appropriate integrated forest management strategies.

To accomplish this, resource managers must have clear strategies and management tools (such as sustainable yield information) on which to base decisions. The potentials of the forest resource base and their values must be better understood. Basic information and research on the Yukon's forest resources are required in order to plan for effective utilization and to ensure that decisions regarding development are made on the basis of an informed understanding of the probable effects on renewable resources.

This Agreement will provide the funding necessary to conduct the planning, research, operational silviculture, and human resource development required to further evolve sustainable forest resource development. Operational inventories, nursery development, product development and small business support will be offered under other EDA programs.

More Yukoners will be able to participate in resource based activities through appropriate training and human resource development concentrating on local expertise and the assimilation of knowledge from other areas. Although it is difficult to estimate the total direct benefits, this Agreement will create short-term employment and lever private sector investment. In consideration of the economy-environment initiative, it is expected that improved environmental quality and natural resource sustainability will be achieved as well as long-term economic stability and growth.

The work of this Agreement toward sustainable forest development will benefit all constituents within the Yukon and will assist in the preparation of the Yukon for eventual devolution of forest resource responsibilities.

Relationship to Existing Federal and Territorial Programs

The Economic Development Agreement (EDA), 1991, forms a framework for a number of Cooperation Agreements including this Agreement. The EDA has identified a number of initiatives to improve the economic conditions and reduce the impacts of economic cycles. All Cooperation Agreements, through their programs shall:

- (a) be consistent with the goals of the Yukon Economic Strategy and the Northern Political and Economic Framework, the Yukon Conservation Strategy, and the Yukon Environment Act;
- (b) ensure environmental considerations are integrated into project decision-making where applicable;
- (c) be equitably accessible for all Yukoners, including Yukon Indians;
- (d) provide for the maximum use and development of local human resources;
- (e) promote scientific and technological development where applicable, in all sectors; and
- (f) support business development in all applicable sectors.

Programs and projects under this Agreement will fully consider the EDA initiatives and be compatible with renewable resource programs within other EDA Agreements. Complementary programming under the Cooperation Agreement on Renewable Resource Development will assist the forestry sector through projects in inventories, tree nursery feasibility studies, area specific forest management plans, market analysis and forest product development.

The programs in this Agreement are designed to complement, but not duplicate or replace, existing Canada and Yukon programs.

The government department responsible for forest management will make its best efforts to incorporate effective silvicultural responsibilities into permits and contracts, thereby effectively reducing the creation of NSR on areas being harvested.

Levels of Assistance:

Up to 100% of the eligible costs of projects will be provided. Projects under this Agreement will meet one or more of the following criteria:

- transfer of knowledge to develop local expertise;
- expansion of knowledge of resource based capabilities;
- contribution to sustainable development of the forestry sector;
- contribution to sound forest resources management;
- contribution to diversification and/or expansion of resource based economic activity;
- contribution to development of environmental-based industry;
- contribution to elimination of constraints inhibiting development of renewable resources; and
- human resource development and public awareness towards sustainable development and sector diversification.

Projects illustrating environment and economy integration will be preferred. Projects may be developed in conjunction with other EDA projects.

Programming

The overall objective of programming under this Agreement is to contribute to sustainable forestry development. Specific program objectives are to improve forest planning, conduct research and technology transfer in support of silviculture and forest management operations, conduct an operational silviculture program focusing on the establishment of a reforestation program, improve public awareness and communications and to develop a human resource base to enable the implementation of an expanded forest management program. In this move away from forest exploitation, the work done under these programs will create opportunities to establish a local forest management industry, incorporate knowledge and techniques from other jurisdictions, improve local skill levels and address environmental and integrated resource management requirements. It will also begin to recognize the Yukon as part of the forestry community across Canada.

Program 1: Forest Planning

The objective of this program is to assimilate available information from within the Yukon and from other jurisdictions establishing a clear and realistic overview of the forest resources and integrated resource management. It will further the development of a sectorial strategy by assessing the wide range of consumable and non-consumable values. The Program will identify biological, environmental and social constraints, which may inhibit the use and appreciation of renewable forest resource development. In addition, it will identify potentials and opportunities of the resource.

Activities may include:

- forest and silviculture problem analysis planning and sector strategies;
- national data base enhancement; and
- integrated forest resource strategies and planning.

Program 2: Research and Technology Transfer

This program will have two major objectives: operational research pertaining to NSR renewal; and the development of and transfer of research information to practitioners.

The objectives of operational research are to expand the knowledge of silviculture required to renew harvested lands, and to address the integrated resource management aspects. Research will be done to further the knowledge of fire and ecosystems, assess the establishment and natural growth of natural regeneration, investigate site preparation, and assess, research and demonstrate treatments necessary to improve natural regeneration.

The second major objective of this Program is to understand, develop and use renewable forest resources on an environmentally and economically sustainable basis. The Program will establish operational trials covering various intensive forest management techniques and reassess those already established which will provide benchmark information for future stand tending and juvenile stand enhancement.

Activities may include:

- research on operational silvicultural treatments;
- research on integrated forest resource management;
- environmental assessment, review and impact research;
- sustainable forest resources use initiatives;
- research on ecosystems;
- assessment of natural regeneration; and
- research on natural regeneration enhancement.

Program 3: Operational Silviculture

The objectives of the Operational Silviculture Program are to enhance the health and sustainability of the forest sector of the Yukon. The program will further establish a sound operational knowledge of silvicultural practices suitable for Yukon conditions; develop through experience and training, the basis for a local silviculture industry; and assess and restock up to 500 hectares of forest land that has not regenerated satisfactorily. Treatments will be incremental to tenure holders' responsibilities and may be applied to Timber Harvesting Agreements, wild burned areas, private forest lands, Native lands, and crown lands.

Activities may include:

- operational trials on intensive forest management treatment alternatives;
- operational silvicultural treatments for NSR lands;
- surveys and assessment of NSR lands;
- environmental initiatives; and
- demonstration forests.

Program 4: Public Awareness and Communications

The objective of this program is to improve awareness, understanding, and knowledge of forest management practices and issues in the Yukon. The Public Awareness and Communications Program will be developed in conjunction with the overall communication strategy of the EDA and the demonstration component of the Renewable Resource Agreement. Projects under this program will:

- promote and communicate sound forest management practices, the objectives and achievements of this Agreement;
- provide interpretative signs for projects;
- develop posters, videos, pamphlets, and other forms of information, education and interpretive information for lay people; and
- sponsor public and student tours of forest operations and facilities.

Program 5: Human Resource Development

The objective is to provide the foundation for silvicultural enterprises within the Yukon. Initially, expertise may be developed with assistance from other regions. The purpose of this program is to enable local training, help identify training requirements, and assist in the development of local forestry expertise. To adequately address the objective, support will be required from CEIC and other agencies.

Program 6: Administration

The objective of this program is to provide for administration costs. Subject to the conditions specified in this Agreement, a maximum allocation of 10% of total funding may be applied to administration. Administration costs include audit, evaluation, public information, and administering agency expenses in areas such as delivery, accounting and project monitoring.

Administration expenditures are subject to approval by Management Committee. Only Canada and the Yukon are eligible applicants. Special projects may be applied for under this program for initiatives designed to maximize programming benefits.

CANADA-YUKON COOPERATION AGREEMENT: FORESTRY DEVELOPMENT SCHEDULE B

Background Principles

The Yukon Government and Canada have placed significant importance on the development of forest resources. The Yukon government have identified principles for the development of the forest resources in the Yukon Conservation Strategy and have included directions for renewable resource management in other planning initiatives and legislation including the Yukon Economic Strategy and the Yukon Environment Act.

The federal government through Forestry Canada and as supported by the Canadian Council of Forestry Ministers (CCFM) including the Yukon, have identified a series of eight forestry development principles contained in the document Towards Sustainable Forestry Development.

Both the Yukon and Federal development principles have been consulted closely in the preparation of this Agreement. To ensure action on these fundamental principles, corresponding objectives and programs have been included where appropriate and consistent with the objectives and scope of this Agreement. The following section outlines these important principles.

A. THE YUKON GOVERNMENT

THE YUKON CONSERVATION STRATEGY FORESTS AND FORESTRY

The Yukon Government through the Yukon Conservation Strategy, 1991, recognizes principles to enhance the future economic and social well-being of Yukoners through the wise use of natural resources.

1. Management and Development

In managing and developing the forest resources of the Yukon, the Yukon Territorial Government will:

- continue to ensure that forests are inventoried in order to have the best possible information with which to manage the resource, in cooperation with the federal government;
- work to acquire responsibility for forest management and develop comprehensive forestry legislation;
- establish conservation and sustainable use of the resource as underlying principles of forestry legislation, programs and policies;
- consult the forest industry and forest users during the preparation and development of legislation;
- develop a reforestation program that recognizes the need to preserve genetic diversity;
- encourage the use of appropriate silviculture practices designed to improve the quantity and quality of trees and to reduce the time it takes to regenerate forests;
- provide for the best possible use of the harvested resource through the development of processing capabilities in the Yukon, and the reduction and possible use of waste products;
- encourage processing of forest products in the Yukon to ensure maximum employment and income;
- restrict whole log exports;
- consider the impacts of logging on other resource users;
- provide for community-based development of forest resources where feasible;
- provide for multiple use of forest lands whenever possible; and
- encourage the use of local forest products.

2. Research and Technology

To assist in the development of a viable forest industry in the Yukon, the Yukon Territorial Government will:

- provide funding for research and technological improvements aimed at conserving the resource;
- support research into appropriate silviculture practices that will reduce the regeneration period;
- support the development of innovative harvesting techniques that enhance opportunities for sustainable development;

- support research into rehabilitating burn areas; and
- examine the possibility of prescribed burning to enhance the management of wildlife habitat.

3. Public Involvement

Public awareness and understanding of our forest resources can assist in the development of a sustainable industry. To promote this, the Yukon Territorial Government will:

- establish mechanisms for the wise use of our forests; and
- educate the public on the beneficial aspects of forest fires as well as their dangers and methods of prevention.

4. Healthy Environment

The fundamental purpose of the Yukon Conservation Strategy is to secure the economic and social well-being of the Yukon residents through the wise use and management of the territory's natural resources.

All living things depend on a healthy environment. Protecting the Yukon's environment will help sustain a ready supply of resources. It will also ensure the economic and physical well-being of Yukoners.

To protect the environment, we need to fully assess the environmental impacts of proposed development projects and design measures to reduce negative effects.

Laws, regulations, policies, and procedures are also needed to guard against harmful effects of toxic and other hazardous materials on the environment.

As Yukoners we must also be concerned about the global environment. The Yukon Conservation Strategy can link our government, corporate, and individual actions to world-wide efforts to end and reverse deterioration of the environment.

B. FORESTRY CANADA

TOWARDS SUSTAINABLE FORESTRY DEVELOPMENT

The federal government recognizes the national importance of the forest resource to the economic, environmental and social well-being of Canadians. Through its forest resource development agreements (FRDAs) with the provinces, Forestry Canada contributes to the improved management of Canada's forest resources.

A series of principles has been developed to guide continued federal involvement in forestry development through a new round of federal-provincial/territorial forestry agreements. These principles are intended to foster the integrated management and sustainable development of Canada's forest resources. Presented to the Canadian Council of Forest Ministers in June 1989, these principles are consistent with the National Forest Sector Strategy.

1. Long-term planning

The long-term nature of forestry underscores the importance of developing long term plans and strategies. An important element of Agreements, therefore, is the development of a long range plan outlining forestry strategies over a full rotation and addressing key forest development issues such as:

- the future sustainable wood supply under a basic management regime, including harvest scheduling, protection, and the prompt renewal of current harvests to the free to grow stage,
- the required silviculture and resulting wood supply necessary to maintain the forest industry at its present production level,
- the incremental silviculture required for realistic growth of the industry,

- an outline of general programs, policies, and investment needed to ensure the prompt renewal of the current harvest and proposed levels of incremental silviculture,
- policies and activities addressing non-timber uses of the forest, increased utilization, and forest protection.

2. Improved Forestry Data

Improved data and support systems are crucial to the management of the resources and to informing the public on forestry issues. Consequently, the forest sector is continuing to enhance its data collection and management systems. The creation of a national forestry data base is an important priority for the federal government and is supported by the Canadian Council of Forest Ministers. New Agreements will support cooperative efforts between the two levels of government in order that expanded and improved forestry data, common to all provinces, can be provided to meet both federal and provincial needs.

In addition, operational data on Agreement activities, which are crucial to the sound management and assessment of the Agreement, will continue to be developed and shared between federal and provincial agencies.

Examples of federal priorities in this area include applying new techniques in inventory, establishing Geographical Information System (GIS) capability, developing computerized supply models, enhancing the data available on non-timber resources, and undertaking special studies and/or analyses in areas like growth and yield. It is not the intention to provide federal funding for supporting regular Provincial/Territorial inventory operations such as photo interpretation, cruising, or regular maintenance of existing GIS systems.

3. Responsibilities for Silviculture

It is accepted that the landowner has the primary responsibility for the long-term management of the forest resource. As a minimum, this responsibility includes a regime of basic forest management activities involving protection against insects, disease and fire, harvest planning, and the prompt renewal of current harvests plus tending where needed, to ensure stands reach the "free to grow" stage. On non-federal lands, the federal government's intention is to contribute to incremental wood supply and not displace the obligation of the land owner (private industry and/or provincial government) for long-term basic forest management.

A prerequisite, therefore, of federal support for forest management on industrial and Provincial lands, is a commitment to ensure the basic management of the resource, including the prompt renewal of current harvests to the "free to grow" stage. This underlying principle is fundamental to federal funding for forest management on these lands. Federal funding through federal-provincial Agreements will continue only in those areas where it can be clearly demonstrated the necessary programs and policies are in place to ensure basic forest resource management.

In supporting silviculture activities, Forestry Canada's objectives are to contribute to incremental wood supply; in the shorter term through stand improvement activities and, in the longer term through the regeneration of the backlog of past cutovers and burns that have not regenerated adequately (not satisfactorily regenerated or NSR lands). This will assist the forest industry to maintain and possibly expand upon its current industrial capacity.

The federal government recognizes the importance and uniqueness of small private woodlots, community woodlots, and native settlement and Indian forest lands. The federal government also recognizes the limited resources available for both basic and intensive management on these forest lands. A special federal priority will be placed on improved management of these lands through new federal-provincial/territorial forestry initiatives.

4. Integrated Resource Management

Integrated Resource Management (IRM) can be broadly defined as managing the forest resource for a variety of objectives including fibre production, wildlife habitat, recreation and wilderness preservation. IRM will be promoted in Agreements by developing and testing specific forest management activities designed to incorporate more intensive and integrated management of the resource. Priority will be placed on such activities as research and development, technology transfer, training, and public information.

Certain public information activities, including the establishment of demonstration forest areas, could be undertaken to better inform the public of the necessity and benefits of managing the forest for multiple use and promoting the activities of the Agreement in this area.

5. Research, Development, and Technology Transfer

Expanding efforts in research and development (R&D), and increasing use of new technologies is essential to improved forest management. Agreement-funded research will concentrate on applied research based on clients' needs, that includes a technology transfer component to ensure results are put to operational use in the field. Special priorities will be targeted towards integrated resource management, environmental impacts of forestry practices, the development of markets and new products to increase value added, and to make use of presently underutilized species, particularly hardwoods. As with all programs under the Agreement, efforts in these areas will be incremental to existing activities.

Strategies guiding the applied research and technology transfer efforts over the course of Agreements will be developed at the beginning of each Agreement based on the research priorities established in consultation with user groups.

6. Incrementality

Federal resources are to support efforts incremental to those currently expected from the landowners/land users. Basic management activities such as forest protection and renewal of current harvests should not be dependent upon the uncertainties or short time frames associated with federal-provincial/territorial agreements.

Federal support for industrial freehold land will be directed to generating incremental yields and will only be available to those companies demonstrating that the renewal of current harvests is being achieved at their own expense. In these cases, maximum federal support will be 50 percent of the cash cost for those activities incremental to levels normally conducted by the company.

Small woodlot owners, community woodlot users and native bands also have a responsibility to adequately manage forest lands under their ownership/control. Most silvicultural activities will be supported through the Agreement on these tenures. The level of federal support will reflect the activity's potential impact on wood supply. Owners and users must make a contribution, either in cash or in-kind towards completing the work, as well as a long-term commitment to maintain the forest on those areas treated.

7. Public Awareness and Visibility

Federal funding for communications activities under this Agreement are aimed at improving public awareness of:

- the forest sector, its importance, and contribution to the provincial economy,
- the present state of the forest resource, where improvements must be directed and how the Agreement is contributing to these improvements, and
- Forestry Canada's investment under the Agreement.

Each agreement will have a specific public information program which will be guided by a comprehensive communications and public visibility strategy as part of the negotiation framework. The Agreement includes federally delivered communications activities in support of these goals.

8. Human Resource Development

A competitive forest industry depends on a well-trained labour force, government forestry agencies, and service industry. There is also a need to enhance year-round employment opportunities in forest management. Agreement activities are intended to be catalytic in nature and complement currently available programs and may include demonstrations, seminars, workshops, and printed materials aimed at the disseminating information on new technology and work methods, and expanding forestry knowledge.

**CANADA-YUKON COOPERATION AGREEMENT:
FORESTRY DEVELOPMENT
SCHEDULE C**

PROGRAM FUNDING LEVELS

Funding (\$1,000)

Program	Federal	Yukon	Total
1. Forest Planning	140	60	200
2. Research and Technology Transfer	369	161	530
3. Operational Silviculture	950	404	1,354
4. Public Awareness and Communications	140	60	200
5. Human Resource Development	105	45	150
6. Administration	196	84	280
Total	1,900	814	2,714