

HARVESTER IMPACT MITIGATION AND COMPENSATION PROCESS

Background & Application

- This Process for Harvester Impact Mitigation and Compensation (the “Process”) is intended to apply with respect to all individuals, sole proprietorships, partnerships, unincorporated joint ventures, limited partnerships, corporations, limited liability companies and unlimited liability companies (the “Parties”) conducting development activity on Gwich'in lands.
- This Process is consistent with, and does not interfere with Chapter 17 (Harvesting Compensation) of the *Gwich'in Comprehensive Land Claim Agreement* (“GCLCA”) (a copy of which is attached hereto) and to the extent that the provisions of this Process are found to be inconsistent with the provisions of the GCLCA the provisions of the GCLCA shall govern to the extent of the inconsistency.
- Without limiting any of the measures that are to be put in place by the Parties with respect to development activity to help mitigate the wildlife impacts, the Parties will also comply with the following process:

Consultation, in advance of construction activities

- The Parties agree that they will work with people in the communities to seek to identify those harvesters who are actively engaged in harvesting within the affected areas. In this respect, effected Renewable Resources Councils will provide the Parties with a list of harvesters (“Harvesters”) who are actively engaged in harvesting in such areas and will use reasonable efforts to update such list from time to time.
- The Parties will be required to engage in consultation with the Harvesters, in advance of any work, to determine steps that can be taken (by the Parties or by the Harvester) to mitigate disruption of harvesting activities, including precautions and recommendations to mitigate potential negative impact on wildlife. The Parties will, where appropriate, take into consideration any harvesting replenishing measures engaged in by Harvesters including, without limitation, split harvesting practices.

Compensation, in the event of loss

- Without proof of fault or negligence, Parties will be absolutely liable for, and be required to provide compensation to affected Harvesters for, losses and damage suffered by any Harvester that are proven to be as a result of any development activity in accordance with Chapter 17 of the GCLCA and, in particular:

- (a) loss or damage to property or equipment used in wildlife harvesting or to wildlife harvested;
- (b) present and future loss or income from wildlife harvesting; and
- (c) present and future loss of wildlife harvested for personal use or which is provided by a Gwich'in Tribal Council ("GTC") participant to other GTC participants for their personal use;

recognizing always however that Harvesters are required to make their best efforts to mitigate any losses or damage referred to above.

- Compensation claims by Harvesters are to be submitted to the relevant Parties (with a copy to the applicable Renewable Resources Council and the GTC) in writing and in accordance with the attached form. The written claim should contain particulars in reasonable detail of the damage or loss for which compensation is claimed. The applicable Renewable Resources Council and the GTC will assist, where requested by the Parties and the Harvester, to facilitate settlement of a claim.
- Compensation is to be based on market values, and estimated harvest loss, that can be referenced to current and historic records, where available.

If agreement has not been reached between a Harvester and the relevant Parties with respect to a claim for compensation and a Settlement of Claim form completed by the Parties and the Harvester (in the form attached hereto) within 30 days of the submission of a claim, the matter shall be determined pursuant to dispute resolution procedures outlined in Chapter 6 of the *GCLCA*.

Contact Information:

Director
Lands Administration & Resources Management
Gwich'in Tribal Council
PO Box 1509
Inuvik, NT X0E 0T0
Ph: 867-777-7900
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HARVESTER COMPENSATION FORM

Claim # _____

CLAIM BY HARVESTER

Date: _____
Name: _____
Address: _____
Phone Number: _____

DESCRIPTION OF CLAIM

Description of Claim: _____

(attach additional information if required)

Claiming From (Dates of damage/loss): _____

DAMAGED EQUIPMENT (if applicable)

Type : _____

Direct Damage Amount: \$ _____

INCREMENTAL TRAVEL COSTS (if applicable):

Incremental Travel Costs: \$ _____

TOTAL CLAIM: \$ _____

Harvester (signature)

Date

SETTLEMENT OF CLAIM

To (Company/Operator): _____

Claim #: _____

Based on my receipt of \$_____ from [**Company/Operator**], I agree:

1. to forever release [**Company/Operator**] from any further action related to Claim #_____;
2. Claim #_____ is settled and I am completely compensated therefor;
3. I will not seek further compensation from [**Company/Operator**], any of its affiliated companies, or their employees, contractors or subcontractors for damage or losses relating to Claim #_____; and
4. payment is not an admission of responsibility by [**Company/Operator**] for claimed damage or loss.

Date

Harvester Name (please print)

Harvester Signature