

Executive Summary

Sectional Overview Interim Access Policy:

Part I: Land Access and Use - General Interim Policy

Overview of the Corporation's 14(h)(1) access interim policy. The interim policy encourages shareholder use of their cultural lands for traditional uses and restricts shareholder access to very narrowly defined situations.

Part II: Role of Tribes, Clans and Native Entities

Tribal leaders, clan leaders, and/or presidents of local Native entities will be consulted for recommendations regarding the 14(h)(1) sites. Sealaska Corporation will use these contacts as valuable resources in order to collect information as to what conditions commercial access will be acceptable for each site.

Part III: Notice of Interim Access Policy and Posting of Sealaska Lands

Describes the positive actions that Sealaska must take to notice the public of its lands and that access authorizations are required.

Part IV: Cultural and Resource Protection

This section prohibits most commercial use of Native cultural, burial or shaman sites. An unacceptable commercial activity may be defined as an activity where funds are solicited in exchange for access to or use of any 14(h)(1) site by any group outside of Sealaska Corporation. In the event that the commercial use is acceptable, meaning that it provides Sealaska with knowledge about Native culture, heritage and history, and has no adverse effects upon the site, this section requires that authorized users of Sealaska lands must leave any cultural resources that are found and that Sealaska should be notified of the find.

Part V: Authorization for Access

This section defines the types of agreements that Sealaska will use to grant access to its lands.

Part VI: Term of Agreement

Sets the allowable duration of any short-term access agreement.

Part VII: Shareholder Access

Further description of shareholder access for non-commercial use.

VIII. Access - Commercial Purposes or Supervised Cultural Uses

This section specifies that access to Sealaska's lands is through agreement. This section specifically precludes contractors or their employees from hunting or fishing on Sealaska lands except as may be granted by the Corporation based on site specific conditions. Even under those conditions the Corporation will charge a fee for access and a remuneration for use.

Part IX: Access - Scientific Purposes

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Part X: Trespass

This section and the attachments describe trespass and penalties for trespass on Sealaska lands.

Part XI: Safety and Health

Advises that the Corporation will deny all access or will impose restricted access when there is a risk to the health and safety of authorized users of Sealaska lands.

Part XII: Indemnification and Insurance

Requires that any authorized commercial user through an Agreement will indemnify Sealaska and will have a specified amount of insurance.

Part XIII: Performance Guarantees

Directs that the Corporation should secure bonds and other guarantees to ensure compliance.

Part XIV: Authorization Process

Describes the information the Corporation should request from a party seeking commercial access.

Part XV: Revocation of Authorization

Enables the Corporation to revoke access if it deems revocation to be in the best interest of the Corporation.

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Enables the Corporation to require the users, authorized by agreement or other general access, to comply with the access policies.

Part XVII: Sealaska Administrative Responsibility

Describes the duties and material that should be part of the Sealaska access agreement files.

Part XVIII: Remuneration Structure and Schedule

Establishes the formal means of calculating the remuneration and other considerations for use of Sealaska's cultural properties and land. The remuneration will reflect the nature of the authorization, the time spent on Sealaska land, and the resources available to the party. It will be used for the educational advancement of shareholders, shareholder descendants and the public about native history and culture.

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of 14(h)(1) Historical Sites**

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Sealaska Corporation Interim Policy for Management, Access and Use of 14(h)(1) Historical Sites

I. Land Access and Use - General Interim Policy

This interim policy establishes who has and can gain rights of access to Sealaska 14(h)(1) lands and/or improvements (hereinafter property); and establishes procedures to authorize access. This interim access policy applies to the Corporation's shareholders, shareholder spouses, shareholder families, shareholder guests, (hereinafter shareholders unless otherwise specified) and all non-shareholders who desire access to Sealaska property.

This interim policy encourages shareholder use of Sealaska's cultural lands for traditional uses. Shareholder use access will not be limited except for safety purposes and to protect sensitive sites. Sealaska may restrict shareholder access to land improvements where it is determined use may pose safety risk to shareholders, risk to the site or legal liabilities to Sealaska.

Sealaska will use this interim policy to regulate authorized uses, protect environmental and cultural resources; minimize conflicting uses between two or more authorized users; prevent nuisances; and see that the interests of the site, shareholders and other users are adequately protected. Typical zero impact utilization, uses which are allowable under the deed covenants and regulations to which this interim policy applies, include hunting, fishing and gathering by shareholders, shareholder descendants and shareholder spouses, survey work in conjunction with an accredited archeological team, guided tours for educational purposes, and cultural camps.

Sealaska is not obligated to provide 14(h)(1) access to non-shareholders and may deny access to all its property at its discretion. When 14(h)(1) access authorization is granted, Sealaska will place conditions it deems appropriate to protect all natural and cultural resources, and the safety of those using Corporation property.

II. Role of Tribes, Clans and Native Entities

Sealaska values the recommendations from the Native clans regarding use and management of 14(h)(1) historical sites. Sealaska recognizes that they are the stewards for 14(h)(1) historical sites. Sealaska will maintain open communication with local tribal leaders, clan leaders, and/or presidents of Native entities. The experience and interactions these leaders have had with these sites will guide Sealaska toward making responsible decisions regarding commercial, and other party access to each site. It is Sealaska's objective to work with the clans to develop management plans that can meet the deed covenants and other requirements of the law and to transfer responsibility for plan implementation to the clan.

III. Notice of Interim Access Policy and Posting of Sealaska Lands

Sealaska will post signs inside the tree lines of 14(h)(1) sites and routinely notify the public that the property is closed to general public access. The Corporation will further notify the public of its interim access policy so that interested persons are aware that they should contact Sealaska before entering its property.

IV. Cultural and Resource Protection

All activities conducted pursuant to this interim policy on Sealaska's property must be carried out in a manner consistent with sound environmental protection, protection of natural resources, and to preserve cultural resources. Sealaska will not restrict shareholder access to cultural sites unless access must be restricted to protect the site's cultural features.

Shareholders and parties with access agreements are expected to conduct their activities consistent with their own particular authorization, and on their own initiative, practice additional measures that are appropriate to protect the environment and cultural resources.

V. Authorization for Access

Authorization for access only applies to non-shareholders for commercial visitation and scientific investigation, or to all parties when site specific conditions require. Shareholders, shareholder spouses, shareholders descendants, or accompanied guests, are not required to obtain an Agreement for non-commercial and subsistence use of Sealaska 14(h)(1) property, unless Sealaska determines the use of property or improvements on the property pose a risk to shareholders, or legal liabilities to Sealaska.

A 14(h)(1) Land Entry Agreement or Letter of Authorization (hereinafter Agreement) is required for access to the Corporation's 14(h)(1) property. These agreements will be in a form substantively similar to those examples attached as Exhibits 3 and 4, as may be amended.

14(h)(1) Land Entry Agreement: This Agreement is for any commercial, scientific and educational uses that will last more than a few days.

Letter of Authorization: This Agreement is for any use of short duration where the impact to Sealaska's property and resources is small, and liability risks to Sealaska are low.

It is the responsibility of those persons accessing Corporation ANCSA property to contact Sealaska and obtain the necessary authorization.

VI. Term of Agreement

Access to Sealaska 14(h)(1) lands under an Agreement will not be for a duration of more than one year except for zero impact educational utilization, e.g., cultural camps and archeological investigation. If access is required for more than three years the access should be granted pursuant to a real property lease agreement, or other instrument granting limited access and use of Sealaska's property.

VII. Shareholder Access

Sealaska Corporation shareholders have unrestricted access for traditional purposes, e.g., to subsistence hunt, gather and fish; and to visit cultural and burial/cemetery sites. The only restricted access for shareholders is for health and safety reasons, unless access must be restricted to protect the site's cultural features. Guests of shareholders, when accompanied by shareholders, are also granted unrestricted access, except guests of shareholders may not conduct subsistence hunting activities on Corporation property unless otherwise authorized. All shareholder activities must be consistent with the previously defined 36 of CFR 800.3 (Appendix 1).

Shareholders are not expected to notice Sealaska of land access for traditional purposes, unless Sealaska determines that improvements pose a risk to shareholders or to the site. Shareholder use for commercial or supervised cultural uses, e.g., cultural camps apply to section VII. Users of Sealaska 14(h)(1) lands must leave any cultural resources found and notify Sealaska immediately of the find. Sealaska will not authorize the collection of artifacts by any party, except for archeological purposes.

Sealaska will maintain communications with tribes, clans, and Native entities regarding each 14(h)(1) site. Sealaska will annually notice shareholders of any use restrictions.

VIII. Access - Commercial Purposes or Supervised Cultural Uses

It is the interim policy of Sealaska Corporation to allow access to Corporation 14(h)(1) property for non-shareholders when access is authorized by an Agreement issued by authorized Corporate officials. Commercial and supervised cultural uses may be granted access if undertaking activities that benefit Sealaska or its shareholders.

An unacceptable commercial activity may be defined as an activity where funds are solicited in exchange for access to or use of any 14(h)(1) site by any group outside of Sealaska Corporation. An acceptable commercial activity may be defined as an activity that is deemed beneficial to Sealaska shareholders, descendants, and the public regarding Native culture and history.

This interim policy authorizes commercial tours to Native historic, cultural, and cemetery sites through Agreement. Further, if authorized visitors encounter cultural sites or items

of cultural significance the Agreement will require that the artifacts be left undisturbed and Sealaska be notified of the find and its location.

Sealaska reserves the right to send a designated representative to accompany a tour group, scientific or otherwise, at the group's expense.

IX. Access - Scientific Purposes

It is the interim policy of Sealaska Corporation to allow access to Corporation 14(h)(1) property for scientific purposes, e.g. archeological excavation and/or anthropological investigation or survey, when access is authorized by an Agreement issued by authorized Corporate officials. Access for scientific and research investigations are with the understanding that all findings and documentation become the property of Sealaska, to be used for the protection and preservation of Native culture and history. All documentation surrendered to Sealaska Corporation will be used to augment existing information for improving the education and knowledge of Native heritage and culture.

X. Trespass

Use of Sealaska property by non-qualified parties without proper authorization is trespassing, a violation of the state criminal statutes AS 11.46.300-.320 and .350, and punishable by a fine and/or imprisonment (See Exhibit 1). Trespass will be defined as to "enter or remain unlawfully", whether on land with intent to commit a crime, in a dwelling, in or upon premise or in a propelled vehicle. Criminal trespass falls under a class A or a class B misdemeanor depending upon the degree to which it is committed. Issuance of an authorization does not excuse prior trespassing or relieve the unauthorized parties from any remuneration due Sealaska Corporation that would have occurred had authorization been granted.

XI. Safety and Health

Safety and health concerns are first, and foremost, and apply to all parties. It is an intent of this interim policy to avoid accident or injury to shareholders and non-shareholders. For this reason access to certain specified areas may be restricted when commercial activities are commencing or ongoing, or other conditions that may be a danger to authorized users of Sealaska lands. When in doubt as to ongoing activities or existing conditions, shareholders are urged to contact Sealaska Corporation, Natural Resources Department, 1-907-586-9278 or 1-800-848-5921 for details.

XII. Indemnification and Insurance

Sealaska Corporation will require that those parties who gain access to Sealaska property through Agreements will hold Sealaska harmless and indemnify Sealaska for losses, damages, judgments and expenses from any claims of any nature that might be brought

against them or Sealaska by any party. The Corporation may require insurance based on the nature of the use anticipated. The amount of insurance required is predicated on the type of activity that is authorized. In an agreement that requires insurance, the holder of the Agreement will be required to provide proof of comprehensive general liability insurance in the amount stated therein before the activity will be authorized and access permitted.

XIII. Performance Guarantees

Sealaska Corporation may require that holders of an Agreement to obtain surety bonds or other ways of guaranteeing their performance as specified in the authorization.

XIV. Authorization Process

It is the responsibility of any individual, non-corporate business entity, corporation, or government agency requiring access to Sealaska Corporation property, to contact the Corporation and submit a Request for Access, except for non-commercial shareholder access. The Request for Access should have all relevant information, including but not limited to:

- Name, address and phone of applicant;
- type of business, for example: sole proprietorship, partnership, limited liability company or partnership, corporation or government;
- a complete and thorough description of activity proposed, including nature of use, structures, time of year, numbers of people involved, and type or mode of access proposed to be described in a written Plan of Operation and Itinerary;
- potentially foreseeable adverse effects or impacts, if any;
- proposed measures to be taken to protect environmental and cultural resources;
- other permits necessary from local, state and federal agencies;
- proposal for remuneration that benefits Sealaska with the education of our shareholders, our children and the public about native culture and history in mind

If Sealaska determines that it is in Sealaska's best interest to grant access, it will issue an Agreement in a form such as those attached in Exhibits 2 and 3, as may be amended.

XV. Revocation of Authorization

All Agreements shall provide that Sealaska Corporation, upon notice and without cause, may revoke and terminate the Agreement issued under this interim policy.

XVI. Compliance Provisions

It is the responsibility of the authorized user to comply with all provisions of the Agreement. Sealaska may inspect and monitor any or all activities at any time, but it shall not be the responsibility of Sealaska Corporation to guarantee or otherwise ensure the authorized user's compliance with any or all provisions of the authorization.

XVII. Sealaska Administrative Responsibilities

Sealaska Corporation will maintain an administrative file for all Agreements issued. Files will contain the Request for Access, Sealaska Corporation's determination, a copy of the Agreement, the applicant's Operating Plans, proof of insurance, records of any site visits or monitoring, performance guarantees such as surety bonds, and any other documentation required to be provided by the Agreement or Sealaska Corporation.

XVIII. Remuneration Structure and Schedule

The Agreement remuneration discussed below will be based on the type of site access that is requested to and its original uses. All remuneration will benefit the Corporation in its interim policy for educational advancement for its shareholders, descendants, and the public about native history and culture. All original field notes, photos or other documentation will be considered the property of Sealaska Corporation.

A. Application Fee: An application fee will be charged when an applicant's activity requires a Land Entry Agreement. Fees will not be imposed for a Letter of Authorization. The activities required to submit an application fee are large commercial activities as well as small commercial or small non-commercial activities.

B. Remuneration (and Other Considerations) Proposal: A remuneration proposal shall be submitted to Sealaska for the privilege of using Sealaska property. The proposal must include, but is not limited to:

- a specific outline of the proposed remuneration to Sealaska, indicating what the subject matter will be, where such resources will be obtained, the targeted audience, and any limitations the proposal may have,
- the specific benefits of such a product for Sealaska shareholders, children and the public, be they educational, informational or cultural,
- a list of possible outside resources available, or to be used in association with the proposal,
- a timeline for the project duration and completion, including site visit dates, and a timeline for project progress, including Sealaska updates, rough draft deadlines and edit submissions.

C. Remuneration Adjustment: The remuneration for use of Sealaska property reflects the nature of the authorization, the time spent on Sealaska property and the resources

available to the authorized party. Remuneration may be re-examined for an alteration in the aforementioned categories.

Part XIX: Site Specific Management Plans

Site specific management plans will ultimately guide all 14(h)(1) access agreements. For each site there will be a management plan conducive to the site's location, original uses and sensitivity. These site specific management plans will draw upon the knowledge of Sealaska and the surrounding communities tribal leaders, clan leaders, and/or Native entity presidents.

Appropriate uses for a 14(h)(1) site may include cultural camps, anthropological surveys or digs, and site visits by small tour operations. Inappropriate uses may include unauthorized excavations for the purpose of selling artifacts, large tour groups and a visit for the purpose of selling cultural information. All 14(h)(1) uses are subject to change if deemed detrimental to the cultural and historical value of site, or if no longer in accordance with the deed covenants and 800.3 of 36 CFR.

Policy Definitions:

- **"14(h)(1)":** means the section under ANCSA that allows for historical sites and burial places.
- **"ANCSA" - Alaska Native Claims Settlement Act:** means an act to provide for the settlement of certain lands claims of Alaska Natives, and for other purposes, approved December 18, 1971, as amended.
- **"archeological excavation":** means physical removal of subsurface remains of all or a defined portion of a site where the objective is to determine the human activities carried on therein or identification of fossil remains.
- **"BLM" - Bureau of Land Management:** means the office responsible for all federal lands, including the eligibility declaration, survey of the land and management of remaining trust obligations.
- **"CFR" - Code of Federal Regulations:**
- **"commercial uses":** means regular or sporadic tours (any trip as for inspection or giving purposes).
- **"cultural camp":** means an area where people spend an allotted amount of time in an area for the purpose of educating themselves about food gathering and preparation, Native art and indigenous history.
- **"cultural resource":** means evidence of human behavior. May be divided into four, often overlapping, data areas within the following disciplines: archeology, architecture, ethnology and history.
- **"environmental resources":** means resources of, or having to do with, the environment
- **"historical place":** means a distinguishable tract of land or area upon which occurred a significant Native historical event, which is importantly associated with Native historical events or cultural events, or persons, or which was subject to sustained historical Native activity.
- **"National Register of Historic Places":** means the nationwide catalog of significant historic districts, sites, buildings, structures and objects established by the National Historic Preservation Act of 1966 and maintained by the Secretary of the Interior.

- **“Native”**: means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian, Eskimo or Aleut blood, or combination thereof. The term includes any Native as so defined either or both of whose adoptive parents are not Natives. It also includes, in the absence of proof of minimum blood quantum, any citizen of the United States who is regarded as Alaska Native by the native village or Native group of which he claims to be a member and whose father or mother is, (or, if deceased, was) regarded as Native by any village or group.
- **“remuneration”**: means compensation, in a form other than cash.
- **“scientific uses”**: means for the use of archeological excavation and/or anthropological investigation or survey.
- **“SHPO” - State Historic Preservation Officer**: means the governor appointed state official that carries out provisions of the National Historic Preservation Act, including the expansion of the National Register of Historic Places.
- **“shareholder”**: means any person enrolled in a regional and/or village corporation who holds at least one share of the corporations common stock, as issued under ANCSA, or as transferred from another stockholder. Shareholders are eligible to vote in corporation elections, to receive annual dividends and to receive any and all benefits that the corporation provides (internship programs, heritage classes, scholarship monies etc.)
- **“shareholder descendant”**: means a lineal descent of a shareholder or an adoptee of a shareholder, as defined above. Descendants are eligible for enrollment and corporation benefits regardless of stock status.
- **“shareholder spouse”**: means the husband or wife of a shareholder, as defined above. Shareholder spouses are not eligible for enrollment and corporation benefits unless they are stockholders themselves.
- **“supervised cultural uses”**: means for the use of cultural camps and group visits.
- **“traditional purposes”**: means to subsistence hunt, gather and fish; and to visit cultural and burial/cemetery sites.
- **“Zero impact utilization”**: means an activity that does not significantly change the character of the sites from the state for which it was selected as a historical place.

Appendix 1

36 C.F.R. 800.3

800.3 Criteria of effect and adverse effect

The following criteria shall be used to determine whether an undertaking has an effect or an adverse effect in accordance with these regulations.

- (a) *Criteria of effect.* The effect of a Federal, federally assisted or federally licensed undertaking on a National Register or eligible property is evaluated in the context of the historical, architectural, archeological, or cultural significance possessed by the property. An undertaking shall be considered to have an effect whenever any condition of the undertaking causes or may cause any change, beneficial or adverse, in the quality of the historical, architectural, archeological or cultural characteristics that qualify the property to meet the criteria of the National Register. An effect occurs when the undertaking changes the integrity of location, design, setting, materials, workmanship, feeling, or association of the property that contributes to its significance in accordance with the National Register criteria. An effect may be direct or indirect. Direct effects are caused by the undertaking and occur at the same time and place. Indirect effects include those caused by the undertaking that are later in time or farther removed in distance, but are still reasonably foreseeable. Such effects may include changes in the pattern of land use, population density or growth rate that may affect on properties of historical, architectural, archeological, or cultural significance.
- (b) *Criteria of adverse effect* Adverse effects on National Register or eligible properties may occur under conditions which include but are not limited to:
- (1) Destruction or alteration of all or part of a property.
 - (2) Isolation from or alteration of the property's corresponding environment.
 - (3) Introduction of visual, audible or atmospheric elements that are out of character with the property or alter its setting
 - (4) Neglect of property resulting in its deterioration or destruction.
Transfer or sale of property without adequate conditions or restrictions regarding preservation, maintenance, or use

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Sealaska will maintain communications with tribes, clans, and Native entities regarding each 14(h)(1) site. Sealaska will annually notice shareholders of any use restrictions.

VIII. Access - Commercial Purposes or Supervised Cultural Uses

It is the interim policy of Sealaska Corporation to allow access to Corporation 14(h)(1) property for non-shareholders when access is authorized by an Agreement issued by authorized Corporate officials. Commercial and supervised cultural uses may be granted access if undertaking activities that benefit Sealaska or its shareholders.

An unacceptable commercial activity may be defined as an activity where funds are solicited in exchange for access to or use of any 14(h)(1) site by any group outside of Sealaska Corporation. An acceptable commercial activity may be defined as an activity that is deemed beneficial to Sealaska shareholders, descendants, and the public regarding Native culture and history.

This interim policy authorizes commercial tours to Native historic, cultural, and cemetery sites through Agreement. Further, if authorized visitors encounter cultural sites or items

of cultural significance the Agreement will require that the artifacts be left undisturbed and Sealaska be notified of the find and its location.

Sealaska reserves the right to send a designated representative to accompany a tour group, scientific or otherwise, at the group's expense.

IX. Access - Scientific Purposes

It is the interim policy of Sealaska Corporation to allow access to Corporation 14(h)(1) property for scientific purposes, e.g. archeological excavation and/or anthropological investigation or survey, when access is authorized by an Agreement issued by authorized Corporate officials. Access for scientific and research investigations are with the understanding that all findings and documentation become the property of Sealaska, to be used for the protection and preservation of Native culture and history. All documentation surrendered to Sealaska Corporation will be used to augment existing information for improving the education and knowledge of Native heritage and culture.

X. Trespass

Use of Sealaska property by non-qualified parties without proper authorization is trespassing, a violation of the state criminal statutes AS 11.46.300-.320 and .350, and punishable by a fine and/or imprisonment (See Exhibit 1). Trespass will be defined as to "enter or remain unlawfully", whether on land with intent to commit a crime, in a dwelling, in or upon premise or in a propelled vehicle. Criminal trespass falls under a class A or a class B misdemeanor depending upon the degree to which it is committed. Issuance of an authorization does not excuse prior trespassing or relieve the unauthorized parties from any remuneration due Sealaska Corporation that would have occurred had authorization been granted.

XI. Safety and Health

Safety and health concerns are first, and foremost, and apply to all parties. It is an intent of this interim policy to avoid accident or injury to shareholders and non-shareholders. For this reason access to certain specified areas may be restricted when commercial activities are commencing or ongoing, or other conditions that may be a danger to authorized users of Sealaska lands. When in doubt as to ongoing activities or existing conditions, shareholders are urged to contact Sealaska Corporation, Natural Resources Department, 1-907-586-9278 or 1-800-848-5921 for details.

XII. Indemnification and Insurance

Sealaska Corporation will require that those parties who gain access to Sealaska property through Agreements will hold Sealaska harmless and indemnify Sealaska for losses, damages, judgments and expenses from any claims of any nature that might be brought

against them or Sealaska by any party. The Corporation may require insurance based on the nature of the use anticipated. The amount of insurance required is predicated on the type of activity that is authorized. In an agreement that requires insurance, the holder of the Agreement will be required to provide proof of comprehensive general liability insurance in the amount stated therein before the activity will be authorized and access permitted.

XIII. Performance Guarantees

Sealaska Corporation may require that holders of an Agreement to obtain surety bonds or other ways of guaranteeing their performance as specified in the authorization.

XIV. Authorization Process

It is the responsibility of any individual, non-corporate business entity, corporation, or government agency requiring access to Sealaska Corporation property, to contact the Corporation and submit a Request for Access, except for non-commercial shareholder access. The Request for Access should have all relevant information, including but not limited to:

- Name, address and phone of applicant;
- type of business, for example: sole proprietorship, partnership, limited liability company or partnership, corporation or government;
- a complete and thorough description of activity proposed, including nature of use, structures, time of year, numbers of people involved, and type or mode of access proposed to be described in a written Plan of Operation and Itinerary;
- potentially foreseeable adverse effects or impacts, if any;
- proposed measures to be taken to protect environmental and cultural resources;
- other permits necessary from local, state and federal agencies;
- proposal for remuneration that benefits Sealaska with the education of our shareholders, our children and the public about native culture and history in mind

If Sealaska determines that it is in Sealaska's best interest to grant access, it will issue an Agreement in a form such as those attached in Exhibits 2 and 3, as may be amended.

XV. Revocation of Authorization

All Agreements shall provide that Sealaska Corporation, upon notice and without cause, may revoke and terminate the Agreement issued under this interim policy.

XVI. Compliance Provisions

It is the responsibility of the authorized user to comply with all provisions of the Agreement. Sealaska may inspect and monitor any or all activities at any time, but it shall not be the responsibility of Sealaska Corporation to guarantee or otherwise ensure the authorized user's compliance with any or all provisions of the authorization.

XVII. Sealaska Administrative Responsibilities

Sealaska Corporation will maintain an administrative file for all Agreements issued. Files will contain the Request for Access, Sealaska Corporation's determination, a copy of the Agreement, the applicant's Operating Plans, proof of insurance, records of any site visits or monitoring, performance guarantees such as surety bonds, and any other documentation required to be provided by the Agreement or Sealaska Corporation.

XVIII. Remuneration Structure and Schedule

The Agreement remuneration discussed below will be based on the type of site access that is requested to and its original uses. All remuneration will benefit the Corporation in its interim policy for educational advancement for its shareholders, descendants, and the public about native history and culture. All original field notes, photos or other documentation will be considered the property of Sealaska Corporation.

A. Application Fee: An application fee will be charged when an applicant's activity requires a Land Entry Agreement. Fees will not be imposed for a Letter of Authorization. The activities required to submit an application fee are large commercial activities as well as small commercial or small non-commercial activities.

B. Remuneration (and Other Considerations) Proposal: A remuneration proposal shall be submitted to Sealaska for the privilege of using Sealaska property. The proposal must include, but is not limited to:

- a specific outline of the proposed remuneration to Sealaska, indicating what the subject matter will be, where such resources will be obtained, the targeted audience, and any limitations the proposal may have,
- the specific benefits of such a product for Sealaska shareholders, children and the public, be they educational, informational or cultural,
- a list of possible outside resources available, or to be used in association with the proposal,
- a timeline for the project duration and completion, including site visit dates, and a timeline for project progress, including Sealaska updates, rough draft deadlines and edit submissions.

C. Remuneration Adjustment: The remuneration for use of Sealaska property reflects the nature of the authorization, the time spent on Sealaska property and the resources

available to the authorized party. Remuneration may be re-examined for an alteration in the aforementioned categories.

Part XIX: Site Specific Management Plans

Site specific management plans will ultimately guide all 14(h)(1) access agreements. For each site there will be a management plan conducive to the site's location, original uses and sensitivity. These site specific management plans will draw upon the knowledge of Sealaska and the surrounding communities tribal leaders, clan leaders, and/or Native entity presidents.

Appropriate uses for a 14(h)(1) site may include cultural camps, anthropological surveys or digs, and site visits by small tour operations. Inappropriate uses may include unauthorized excavations for the purpose of selling artifacts, large tour groups and a visit for the purpose of selling cultural information. All 14(h)(1) uses are subject to change if deemed detrimental to the cultural and historical value of site, or if no longer in accordance with the deed covenants and 800.3 of 36 CFR.

Policy Definitions:

- **"14(h)(1)":** means the section under ANCSA that allows for historical sites and burial places.
- **"ANCSA" - Alaska Native Claims Settlement Act:** means an act to provide for the settlement of certain lands claims of Alaska Natives, and for other purposes, approved December 18, 1971, as amended.
- **"archeological excavation":** means physical removal of subsurface remains of all or a defined portion of a site where the objective is to determine the human activities carried on therein or identification of fossil remains.
- **"BLM" - Bureau of Land Management:** means the office responsible for all federal lands, including the eligibility declaration, survey of the land and management of remaining trust obligations.
- **"CFR" - Code of Federal Regulations:**
- **"commercial uses":** means regular or sporadic tours (any trip as for inspection or giving purposes).
- **"cultural camp":** means an area where people spend an allotted amount of time in an area for the purpose of educating themselves about food gathering and preparation, Native art and indigenous history.
- **"cultural resource":** means evidence of human behavior. May be divided into four, often overlapping, data areas within the following disciplines: archeology, architecture, ethnology and history.
- **"environmental resources":** means resources of, or having to do with, the environment
- **"historical place":** means a distinguishable tract of land or area upon which occurred a significant Native historical event, which is importantly associated with Native historical events or cultural events, or persons, or which was subject to sustained historical Native activity.
- **"National Register of Historic Places":** means the nationwide catalog of significant historic districts, sites, buildings, structures and objects established by the National Historic Preservation Act of 1966 and maintained by the Secretary of the Interior.

- **“Native”**: means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian, Eskimo or Aleut blood, or combination thereof. The term includes any Native as so defined either or both of whose adoptive parents are not Natives. It also includes, in the absence of proof of minimum blood quantum, any citizen of the United States who is regarded as Alaska Native by the native village or Native group of which he claims to be a member and whose father or mother is, (or, if deceased, was) regarded as Native by any village or group.
- **“remuneration”**: means compensation, in a form other than cash.
- **“scientific uses”**: means for the use of archeological excavation and/or anthropological investigation or survey.
- **“SHPO” - State Historic Preservation Officer**: means the governor appointed state official that carries out provisions of the National Historic Preservation Act, including the expansion of the National Register of Historic Places.
- **“shareholder”**: means any person enrolled in a regional and/or village corporation who holds at least one share of the corporations common stock, as issued under ANCSA, or as transferred from another stockholder. Shareholders are eligible to vote in corporation elections, to receive annual dividends and to receive any and all benefits that the corporation provides (internship programs, heritage classes, scholarship monies etc.)
- **“shareholder descendant”**: means a lineal descent of a shareholder or an adoptee of a shareholder, as defined above. Descendants are eligible for enrollment and corporation benefits regardless of stock status.
- **“shareholder spouse”**: means the husband or wife of a shareholder, as defined above. Shareholder spouses are not eligible for enrollment and corporation benefits unless they are stockholders themselves.
- **“supervised cultural uses”**: means for the use of cultural camps and group visits.
- **“traditional purposes”**: means to subsistence hunt, gather and fish; and to visit cultural and burial/cemetery sites.
- **“Zero impact utilization”**: means an activity that does not significantly change the character of the sites from the state for which it was selected as a historical place.

Appendix 1

36 C.F.R. 800.3

800.3 Criteria of effect and adverse effect

The following criteria shall be used to determine whether an undertaking has an effect or an adverse effect in accordance with these regulations.

- (a) *Criteria of effect.* The effect of a Federal, federally assisted or federally licensed undertaking on a National Register or eligible property is evaluated in the context of the historical, architectural, archeological, or cultural significance possessed by the property. An undertaking shall be considered to have an effect whenever any condition of the undertaking causes or may cause any change, beneficial or adverse, in the quality of the historical, architectural, archeological or cultural characteristics that qualify the property to meet the criteria of the National Register. An effect occurs when the undertaking changes the integrity of location, design, setting, materials, workmanship, feeling, or association of the property that contributes to its significance in accordance with the National Register criteria. An effect may be direct or indirect. Direct effects are caused by the undertaking and occur at the same time and place. Indirect effects include those caused by the undertaking that are later in time or farther removed in distance, but are still reasonably foreseeable. Such effects may include changes in the pattern of land use, population density or growth rate that may affect on properties of historical, architectural, archeological, or cultural significance.
- (b) *Criteria of adverse effect* Adverse effects on National Register or eligible properties may occur under conditions which include but are not limited to:
- (1) Destruction or alteration of all or part of a property.
 - (2) Isolation from or alteration of the property's corresponding environment.
 - (3) Introduction of visual, audible or atmospheric elements that are out of character with the property or alter its setting
 - (4) Neglect of property resulting in its deterioration or destruction.
Transfer or sale of property without adequate conditions or restrictions regarding preservation, maintenance, or use